M12149

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF: The *Public Utilities Act*, R.S.N.S. 1989, c.380, as amended

- and -

IN THE MATTER OF: an investigation pursuant to s. 19 of the Public Utilities Act into certain matters arising from a Joint Use Agreement between **NOVA SCOTIA POWER INCORPORATED** and **BELL ALIANT**.

INFORMATION REQUESTS

To: Nova Scotia Power, Inc. (NSPI)

From: Small Business Advocate

Responses Due: August 20th, 2025

Copies: 1 electronic copy (PDF searchable)

Contact Person:
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Issued at Bedford, Nova Scotia on this 29th day of July, 2025

Request IR-1:

Refer to Exhibit N-4, NSPI's May 8, 2025, letter to the Nova Scotia Energy Board (NSEB) and Attachment 1, March 25, 2025 Letter of Intent (LOI) to Bell Canada which describes a proposed change to the line extension process under the existing Joint Use Agreement (JUA) with Bell Canada. Specifically, on page 1, Bell Canada agrees to the proposal in the LOI that:

- NSPI will build all customer-requested line extensions, regardless of current mainline joint use pole ownership with each such line extension being owned by Nova Scotia Power.
- Bell Canada and NSPI will perform a Point of Construction Settlement at the end of each quarter to determine
  - Which constructed line extensions has resulted in additional joint use poles.
  - The number of joint use poles that need to be transferred between parties to address the Joint Use ownership ratio.

a) The LOI is dated March 25, 2025, on page 1 but dated February 28, 2025, at the top of pages 2 and 3. Since the LOI provided as part of Exhibit N-4 has been signed by both parties in April 2025, please confirm the effective date of this letter of intent.
b) How many customer-requested line extensions has NSPI built to date, since this LOI was signed?
c) When was the first quarterly Point of Construction Settlement achieved and how is this settlement reported to the Board?
d) How will this settlement process change the existing ownership ratio for NSPI?
e) How is the settlement process referenced in the LOI different from the currently recurring Pole Reconciliation referenced on page 2 of 3 of the LOI.?

Request IR-2:

Refer Exhibit N-4, LOI, which states that NSPI and Bell Canada agree to execute a signed agreement no later than the end of 2025, or a time frame agreed to by both parties, and the agreement will include further detailing of the operation process and purchasing details associated with this new line extension process.

a) What is the status of NSPI and Bell Canada obtaining a signed agreement?
b) What are the further purchasing details associated with the new line extension process?
c) Would these further purchasing details include costs that would have to be recovered through rates from NSPI customers?

Request IR-3:

Refer to Exhibit N-6, Evidence filed by NSPI (July 8, 2025) where NSPI describes, at page 2 of 3, "a scenario where lines must be transferred to different poles, as was the case for Seneca Shores, re-engineering for the assets may be required" because certain existing assets do not meet current standards.

a) Please describe the types and dollar amount of costs associated with re-engineering the assets?
b) Would these lines be transferred to among NSPI poles or between NSPI and Bell Canada poles?
c) How many lines are likely to be transferred under this scenario as a percentage of all poles?

Request IR-4:
Refer to Exhibit N-5, NSPI (NSEB) RIR 1-15, which refer to "Bell Aliant" throughout.

a) What is the relationship between Bell Canada, which is a party to the LOI, and Bell Aliant which is subject to the JUA, as referenced in Board IR-1?
b) When does NSPI expect to complete the analysis of the OM&G costs to replace existing poles versus install new poles, under by the JUA, referenced on page 2 of 2 in the response to Board IR-2?
c) Will any of these OM&G costs be included in revenue requirements for recovery in the next GRA?

Request IR-5:
Please explain:
a) Which Accounting Policies will be used to record any poles that will be retired under the JUA or the amendment to the JUA anticipated by the LOI?

Request IR-6:
Refer to Exhibit N-5, NSPI (NSEB RIR 11(b)), where NSPI, states on page 1 of 1: "Although no formal service level agreements exist between the two parties, NS Power and Bell Aliant work closely together operationally to ensure work is prioritized and completed in a reasonable time frame"
a) Is NSPI required to have a service level agreement with Bell Aliant, or Bell Canada, to be compliant with NSPI's Cost Allocation Manual? If not, please explain.