Nova Scotia POWER
An Emera Company

PO Box 910 | Halifax, Nova Scotia | Canada | B3J

January 30, 2026

Lisa Wallace
Chief Clerk of the Board
Nova Scotia Energy Board
1601 Lower Water Street, 3rd Floor
Halifax, NS B3J 3S3

Re: M12414 – DRO Appeal – Karen Chetwynd

Dear Ms. Wallace:

On August 6, 2025, the Nova Scotia Energy Board (NSEB, Board) directed Nova Scotia Power Inc. (NS Power, the Company) to file a response to a DRO Appeal submitted by Ms. Karen Chetwynd.

NS Power filed its response on August 20, 2025. The Board subsequently issued Information Requests (IRs) to NS Power on September 4, 2025 and November 20, 2025. NS Power provided responses to these IRs on September 25, 2025 and December 4, 2025, respectively.

On December 22, 2025 the Board issued its Decision on the matter. In its Decision, the Board directed NS Power as follows:

> [...] to contact [Ms. Chetwynd] to discuss these options further, including the financial impact of each option, and to advise the Board no later than January 31, 2026 of how [Ms. Chetwynd] wish[es] to proceed.

Pursuant to the Board's direction, NS Power contacted Ms. Chetwynd on January 12, 2026, to outline the options available to her, the implications associated with each option, and to offer to address any questions. NS Power also requested confirmation of how she wished to proceed. This correspondence is enclosed on pages 2 to 3 in **Attachment 1.**

As of January 20, 2026 NS Power had not received a response and therefore followed up by email on that date. On January 23, 2026, NS Power made a further attempt to contact the customer and was able to speak with Mr. Chetwynd, an authorized user on the account. During this discussion, Mr. Chetwynd advised that they intend to continue operating the solar installation at its current export capacity of 9.42 kWac. NS Power's representative explained that continued operation at this export capacity is not compliant with the customer's legacy Net Metering Agreement (Legacy Agreement), which is based on a 5.58 kWac generating facility. Accordingly, the customer would be required to transition to the Self-Generation Option (SGO). Mr. Chetwynd acknowledged this information but advised that they were not willing to provide written confirmation of their decision.

On January 26, 2026 NS Power emailed the customer confirming that, as communicated during the January 23 discussion, the customer had elected to continue operating the solar installation at its current export capacity of 9.42 kWac. The email reiterated that this export capacity is not compliant with the Legacy Agreement and therefore necessitates transition to the SGO. NS Power requested written confirmation, by reply no later than January 29, 2026, that the customer agreed to terminate the Legacy Agreement and transition to the SGO. The email further advised that, absent a response, NS Power would issue a Notice of Default under the Legacy Agreement, and that if the default were not cured within thirty days, by reducing the system's export capacity to 5.58 kWac, the Legacy Agreement would terminate without further notice and the account would be transitioned to the SGO. This correspondence is attached as page 1 in **Attachment 1**.

NS Power did not receive a response to this email. As a result, NS Power issued a Notice of Default to the customer on January 30, 2026. This Notice is enclosed as **Attachment 2** and has been sent to the customer by email.

As communicated in the Notice of Default, continued operation of the solar installation at an export capacity of 9.42 kWac renders the system non-compliant with the Legacy Agreement. The customer has thirty days from issuance of the Notice (on or before March 1, 2026) to cure the default by reducing the system's export capacity to the 5.58 kWac capacity contemplated in the Legacy Agreement. If the default is not cured by that date, the Legacy Agreement will terminate without further notice, consistent with Section 8.1, and the account will then automatically transition to the SGO.

Please consider the enclosed information confidential due to the personal nature of the information that has been provided. NS Power has forwarded a copy of this correspondence to Ms. Chetwynd by e-mail.

Kind regards,

Kathleen Murray

Kathleen Murray
Regulatory Counsel

Murray, Kathleen

From: Defazio, Ricky
Sent: January 26, 2026 8:55 AM
To: [redacted]
[redacted] Murray, Kathleen
Subject: RE: M12414 NSPI DRO Appeal - Solar Billing

Good morning Mr. Chetwynd,

As per our telephone conversation on Friday, you have decided to continue operating your system at its current export capacity of 9.42 kWac. As discussed, this export capacity is not compliant with your legacy Net Metering Agreement and will require you to transition to the Self-Generation Option.

Please provide written confirmation, by replying to this email no later than **January 29, 2026**, that you agree to terminate your legacy Net Metering Agreement and transition to the Self-Generation Option.

If no response is received by January 29, 2026, NS Power will issue a notice of default in accordance with the Net Metering Agreement. If the default is not cured within thirty (30) days of the notice, i.e., by reducing your system's export capacity to 5.58 kW, your legacy Net Metering Agreement will terminate without further notice, as provided under the Agreement. Upon termination, you will automatically be transitioned to the Self-Generation Option.

Thanks,

Rick Defazio
Supervisor, Billing & Net Metering Services
T. 1-782-446-1053 | NSPOWER.CA

Nova Scotia Power, 1223 Lower Water St, Halifax, NS B3J 3S8

Nova Scotia POWER
An Emera Company

From: Defazio, Ricky
Sent: January 20, 2026 10:57 AM
To: [redacted]
Cc: Murray, Kathleen <Kathleen.Murray@nspower.ca>
Subject: RE: M12414 NSPI DRO Appeal - Solar Billing
Importance: High

Good Morning Ms. Chetwynd,

Just looking to follow up with you regarding the below email. Also happy to arrange a phone call to discuss these options in more detail and answer any questions you may have.

Regards,

Rick Defazio
Supervisor, Billing & Net Metering Services
T. 1-782-446-1053 | NSPOWER.CA

Nova Scotia Power, 1223 Lower Water St, Halifax, NS B3J 3S8

From: Defazio, Ricky
Sent: January 12, 2026 9:05 AM
To: [redacted]
Cc: Murray, Kathleen <Kathleen.Murray@nspower.ca>
Subject: M12414 NSPI DRO Appeal - Solar Billing
Importance: High

Dear Ms. Chetwynd,

We are writing to follow up on the Nova Scotia Energy Board's decision dated December 22, 2025, regarding your appeal of the Dispute Resolution Officer's determination on solar billing (M12414). We would like to outline your options, answer any questions you may have and confirm next steps.

The Board explained that your recent upgrade to a 9.42 kWac system does not comply with the terms of your legacy net metering agreement, which was based on your former 5.58 kWac system. Based on the decision, you have two options:

> **Option 1 - Transition to the Self-Generating Option:** You may agree to terminate your legacy net metering agreement and continue operating your system at its current export capacity of 9.42 kWac under the Self-Generating Option. Under this option, you can offset your consumption with all energy generated by your system; however, any excess generation beyond your annual usage will not be compensated.
>
> **Option 2 - Maintain Your Legacy Net Metering Agreement:** You may keep the terms and conditions of your legacy net metering agreement by reducing the export capacity of your solar system from 9.42 kWac to the original agreement's capacity of 5.58 kWac. This would require modifications by a qualified solar installer and submission of updated electrical plans for review and approval by NS Power's Inspection Services department. Under the legacy program, any remaining generation surplus at year-end is purchased by NS Power at the applicable retail rate.

Important: Please confirm your choice and your plan to complete any required action by **January 30, 2026**. If you choose Option 1, please provide written confirmation that you agree to terminate your legacy net metering agreement and transition to the Self-Generating Option. If you choose Option 2, please provide confirmation that the downgrade to 5.58 kWac has been completed or proof that the work has been scheduled with a qualified installer and that updated plans will be submitted promptly.

If you have any questions about these options, financial implications, or the differences between the Legacy Net Metering Program and the Self-Generating Option, please let us know.

If you would prefer to discuss this by phone, please reply with the best number to reach you and a time that works best. Alternatively, you can contact me directly at 782-446-1053.

Thank you for your attention to this matter.

Regards,

Rick Defazio
Supervisor, Billing & Net Metering Services
T. 1-782-446-1053 | NSPOWER.CA

Nova Scotia Power, 1223 Lower Water St, Halifax, NS B3J 3S8

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January 30, 2026

Karen Chetwynd
[redacted]

Re: NOTICE OF DEFAULT – LEGACY NET METERING AGREEMENT

Dear Ms. Chetwynd:

Nova Scotia Power Inc. ("NS Power", "Company") hereby issues this Notice of Default pursuant to Section 8.1 of your Legacy Net Metering Agreement ("Agreement").

As reflected in the Agreement, your approved generating facility ("Facility") is defined by a specific set of technical particulars, including manufacturer, model, energy source, and a nameplate capacity of 5.58 kWac, which formed the basis upon which the Agreement was entered into. Section 3.1 of the Agreement requires that the Facility not be expanded or altered without NS Power's prior written consent.

As confirmed during NS Power's telephone discussion with Mr. Chetwynd on January 23, 2026, and as restated in the Company's email of January 26, 2026, the generating facility located at your [redacted] property is presently operating at an export capacity of 9.42 kWac, following the 2025 expansion. This export capacity exceeds the specifications of the Facility as defined in the Agreement. The operation of the generating facility at 9.42 kWac therefore places the Facility out of compliance with the technical particulars set out in Section 2 and constitutes a breach of Section 3.1 of the Agreement. This non-compliance constitutes a default under the Agreement.

To cure this default, you are required to restore the Facility to the 5.58 kWac configuration contemplated in the Agreement and to provide confirmation to NS Power that this corrective action has been completed. **This Notice of Default is issued as of January 30, 2026. In accordance with Section 8.1, you have thirty (30) days from the date of this Notice to cure the default, such that the period to cure expires on March 1, 2026.**

If the default is not cured on or before March 1, 2026, the Agreement will, in accordance with Section 8.1, terminate without further notice. Upon termination of the Agreement, your account will automatically be transitioned to the Self-Generation Option, the only option available under the current legislative framework. As clarified at page 6 of the Nova Scotia Energy Board's Decision in M12414 dated December 22, 2025, under the Self-Generation Option, you will not be compensated for any generation in excess of your annual consumption.

Should you require clarification regarding this Notice, your obligations under the Agreement, or the steps necessary to cure the default, please contact NS Power at your earliest convenience.

Regards,

Kathleen Murray

Kathleen Murray
Regulatory Counsel