Nova Scotia Energy Board

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February 3, 2026

[redacted]

Karen Chetwynd
[redacted]

Dear Ms. Chetwynd:

M12414 – Nova Scotia Power Inc. – Appeal by Karen Chetwynd of a Decision of the Dispute Resolution Officer

In the Board's decision letter dated December 22, 2025, the Board offered the following two options:

1. You can agree to NS Power's termination of your legacy net metering agreement. This means that you will remain under the self generating option (SGO). You will be allowed to off set as much of your consumption as your 9.42 kW system generates but will not be compensated for any excess generation.

2. You can refuse to agree to NS Power's termination of your legacy net metering agreement. This means that NS Power will be obligated to compensate you for any excess generation above your billed consumption based on the 5.58 kW system (not your upgraded 9.42 kW system) and historically that system never generated any surplus. Also, you would be non-compliant with the terms of your legacy net metering agreement and NS Power could terminate that agreement if it gives you notice of the non-compliance and you do not cure the non-compliance, i.e. downgrade your system to 5.58 kW, within 30 days of being notified. If your legacy net metering agreement is terminated, you will automatically be transitioned to the SGO.

The Board directed NS Power to advise by January 31, 2026, of how you wished to proceed. In its correspondence, NS Power states that during a telephone conversation with Mr. Chetwynd on January 23, 2026, you indicated that you intended to continue operating the solar installation at its current export capacity of 9.42 kW. NS Power subsequently sent an email requesting written confirmation by January 29, 2026, that you 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 30 days by reducing the system's export capacity to 5.58 kW, the legacy agreement would terminate without further notice, and the account would be transitioned to the SGO.

NS Power has interpreted your lack of written response as an intention to continue under the legacy net metering agreement. As a result, up to the date of termination (after the 30-

day notice period), NS Power would compensate you only for generation associated with the 5.58 kW system.

The Board, however, interprets your verbal statement that you intend to continue operating the 9.42 kW system as acceptance of NS Power’s earlier termination of the legacy agreement. This interpretation produces the most favourable outcome, as it allows you to offset your consumption using the full output of the 9.42 kW system.

Please confirm by February 6, 2026, that you wish to continue operating the 9.42 kW system and that you accept the early termination of the legacy net metering agreement. If no response is received, the Board will assume you agree and NS Power will treat you as transitioned to the SGO as of the earlier termination date (February 27, 2025 when NS Power approved the expansion of the 9.42 kW system).

Yours truly,

Lisa Wallace

Lisa Wallace
Clerk of the Board