M12414

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF: **THE PUBLIC UTILITIES ACT**

- and -

IN THE MATTER OF: **A DRO Appeal** regarding **Billing** by a customer of **NOVA SCOTIA POWER INC. (NS Power)** – Chetwynd

NON-CONFIDENTIAL INFORMATION REQUESTS

To:

Kathleen Murray
Regulatory Counsel
Nova Scotia Power Inc.

By e-mail: Kathleen.Murray@nspower.ca

From:

Nova Scotia Energy Board
Board Staff

Responses Due: **Thursday, September 25, 2025**

Copies: 1 electronic copy (PDF searchable)

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Issued at Halifax, Nova Scotia, this 4th day of September 2025

Lisa Wallace

Lisa Wallace, Chief Clerk

Request IR-1:

Provide a copy of all Net Metering (NM) and Self Generation Option (SGO) agreements with the customer and explain if, when and how a copy of each agreement was provided to the customer and provide a copy of all correspondence.

Request IR-2:

Based on the information provided by NS Power, it appears that the solar generating facility was originally installed on the property in 2015 and expanded in 2018, 2019 and 2025; the original installation and all expansions were approved by NS Power; and NS Power considered the 2025 expansion to be a material change to the Legacy NM contract which it says entitled it to terminate that contract and transition the customer to SGO.

a) Does NS Power agree with the above statement? If not explain specifically what is agrees or doesn't agree with and why.
b) How much capacity did the original installation, and each expansion add to the generating system?
c) Why did NS Power treat the 2025 expansion as a material change to the Legacy NM contract and terminate that contact but not do so for the 2018 and 2019 expansions?

Request IR-3:

Confirm or deny and provide copies of all correspondence with respect to NS Power notifying the customer of the following:

a) If the 2025 expansion was not carried out the customer could continue under the Legacy NM contract and continue to be compensated for all excess generation.
b) The 2025 upgrade would be considered a material change to the Legacy NM contract, resulting in termination of that contract and the customer being transitioned to SGO.
c) Under the SGO, no compensation is provided to the customer for any excess generation/credit remaining at the end of a calendar year.
d) The customer's Legacy NM contract was terminated, and they were transitioned to SGO.
e) The terms of the SGO were provided to the customer, including how NS Power purchases electricity and NS Power's billing practices.

Request IR-4:

Reference Exhibit C3, page 2, of NS Power's response (July 16, 2025):

> NS Power also cited Section 3AA of the *Electricity Act*, which permits customers to install renewable generators up to 27 kW and requires NS Power to purchase excess electricity only up to the customer's total annual usage. If there is any excess generation remaining at the end of the year (December 31st), NS Power would apply this excess generation to any billed consumption within the same calendar year, up to the maximum total billed amount within that year. Any credit would only be applied to the same account in which the generator is connected.

a) How is the customer's maximum usage per calendar year calculated?
b) Provide the customer's maximum usage for each calendar year?

Request IR-5:

Reference Exhibit C3, page 3, of NS Power's response (July 17, 2025):

> NS Power spoke with Jeffrey regarding his bill. It was explained that excess generation is banked and applied to future bills or at the settlement period. Although the current bill appears higher, the customer has accumulated more banked credits. NS Power clarified that no payment is required at this time and no late fees will apply until at least the settlement period. The base fee was also explained.

a) What date is the "settlement period"?
    i. Is the "settlement period" the same as the "settle up date" referenced elsewhere in the evidence?
b) Please explain the accumulated banked credits.
    i. What is the banked credit?
    ii. How will this be applied to the customer's account?
    iii. When will this be applied to the customer's account?

Request IR-6:

Reference Exhibit C3, page 4, of NS Power's response:

> If a customer contacts NS Power prior to an expansion, the Customer Care team can help explain the potential implications. NS Power has worked closely with industry stakeholders to support installer awareness and continues to consider ways to enhance customer understanding, including improving access to publicly available resources.

a) Is this information available on NS Power's website? Please provide the link.

b) Were all NS Power net metering customers informed of the change after the April 2022 amendments to the *Electricity Act*? Please provide details including when and how customers were informed. If not, why not?

c) Were all NS Power net metering customers informed of how the regulation change would impact their billing and the inability to be paid out for the excess generation? Please provide details including when and how customers were informed. If not, why not?

Request IR-7:

Reference Exhibit C3, pages 4 and 5 of NS Power's response:

> NS Power is in the process of identifying potential revisions to Section 3.6 of the Regulations in response to legislative changes introduced by Bill 145. These revisions have been contemplated in relation to Class 2 CNMP customers, with possible revisions for other customer categories, such as those under the SGO, also under consideration

a) When does NS Power expect to have drafts of the potential revisions to s. 3.6 complete?

b) Why has it taken so long for NS Power to identify potential revisions to s. 3.6 of the Regulations?

Request IR-8:

Reference Exhibit C3, page 51, of NS Power's response. Please explain the January 6, 2023, log and how it is relevant to this dispute.

Request IR-9:

Reference Exhibit C4, page 4, of the Appellant's Evidence, Section 8 Term and Termination:

> 8. **TERM AND TERMINATION**
>
> 8.1 This Agreement is effective as of the Effective Date and shall remain in effect until terminated. This Agreement may be terminated by either party upon providing thirty (30) days prior written notice to the other party. This Agreement may be terminated by NSPI upon the Customer being in default of its obligations as outlined in Section 6. NSPI will provide notice of default to the Customer. If such default is not cured within thirty (30) days following notice of the default having been provided to the Customer, this Agreement shall terminate without further notice to the Customer.
>
> 8.2 Notwithstanding any provision in this Agreement, NSPI may terminate this Agreement effective immediately upon written notice to the Customer upon the happening of any one or more of the following:
>
> (a) the Customer's electrical service is disconnected, regardless of whether such disconnection is at the request of the Customer or in accordance with NSPI's rates and regulations.
>
> (b) In the event NSPI's metering indicates that the Customer's Facility has not generated electricity for a period of twelve (12) calendar months.

a) Please explain the reasoning for a customer not being able to carry on with the same contract after a system upgrade.

b) Please provide the section or subsection of this original contract (May 8, 2020) that NS Power says is no longer in compliance due to the system expansion.

c) Please provide a copy of the notice of default that was provided the to the customer as indicated in section 8.1 of the agreement.

Request IR-10:

Please provide the customer invoices from January 2021 through to current.

Request IR-11:

Reference Exhibit C2, page 2, of the DRO Decision. The customer references a secondary camper property (Louis Head).

a) Is this secondary camper property under the same account as the main property?

b) Can the secondary camper property be added under the main property account? If not, why not and cite the specific authority NS Power relies upon.

c) Can the excess generation from the main property be applied to the secondary camper property usage? If not, why not and cite the specific authority NS Power relies upon.

Request IR-12:

Reference Exhibit C1, page 2, or Complaint.

> I would like to be compensated for my extra power. I do have another cottage property that I pay electrical bills on so doesn't seem right I make extra power at home that they take then they actually sell my own power back to me. If you think that's not reasonable then I should at least be able to donate my extra power to a none profit or charity.

a) Please cite and provide the specific act/regulations/procedures or any other authority that NS Power relies upon that prohibits the transfer of credit to another account held by the same account holder.

b) Please cite and provide the specific act/regulations/procedures or any other authority that NS Power relies upon that prohibits the transfer of credit to another account not held by the same account holder (example nonprofit or charity).