M12696

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF:	*The Public Utilities Act,* R.S.N.S. 1989, c.380, as amended and the MARITIME LINK ACT and the MARITIME LINK COST RECOVERY PROCESS REGULATIONS
IN THE MATTER OF:	An application by **NSP MARITIME LINK INC.** to end the holdback mechanism in accordance with the parameters set by the Nova Scotia Utility and Review Board in Matter M11009

INFORMATION REQUESTS
(NON-CONFIDENTIAL)

To:	**Shellie Woolham** **Director, Regulatory Affairs** **NSP Maritime Link** **By email: shellie.woolham@emera.ca**
From:	Small Business Advocate
Responses Due:	April 9, 2026
Copies:	1 electronic copy (PDF searchable)
Contact Person:	**Melissa P. MacAdam** **Blackburn Law Inc.** **Small Business Advocate** **Phone (902) 835-8544** **mmacadam@blackburnlaw.ca**

Issued at Bedford, Nova Scotia on this 19th day of March, 2026

Request IR-1:

Refer to M12696, Exhibit N-1, Application to Review the Holdback Mechanism, submitted by NSPML on February 3, 2026 (the "Application"), Section 1. Introduction, page 6 of 37, lines 7-13, which states:

> The energy delivered over the Maritime Link in 2023 through 2025 has served approximately 19 percent of NS Power's customer sales, having an estimated value in the 2023/2024 period of ~$495 million (exceeding NSPML's assessment costs of ~$325 million over the same period by over $165 million), with the added benefit of the energy being renewable. Continuation of the Holdback could result in disallowances despite there being no continuing harm to customers, which the Holdback was implemented to address.

And supplemented by Footnote 4 on the same page, which states:

> As per the Maritime Link Benefits Reports for Q4 2023 and Q4 2024. 2025 benefit figures were not available at the time of filing.

a) What circumstances has NSPML considered that could result in disallowance should the Holdback be continued?
b) If the NSEB were to discontinue the Holdback and Maritime Link performance were to experience more unplanned outages, how does NSPML propose to provide both volumetric and financial remedies for these events to NS Power's customers?
c) As mentioned in Footnote 4 above, please provide the benefit figures, i.e., estimated value, for 2025.

Request IR-2:

Refer to the Application, Section 1. Introduction, page 6 of 37, lines 15-21, which states:

> NSPML therefore requests that:
>
> - the Board deem the Holdback to have ended effective May 1, 2024; and
> - the Board order that all Holdback amounts retained after May 1, 2024, be distributed to NSPML as set out in Appendix B and with updated WACC consideration to the date of the Board's Decision.

a) Why does NSPML request that the Holdback end effective May 1, 2024 when elsewhere in this Application, NSPML provides details of unplanned outages in the 2025 timeframe?
b) In order to provide assurance that the Maritime Link is operating reliably, should the timeframe for ending the Holdback not coincide or follow a year without unplanned outages?
c) Is NSPML aware of any other issues with the Maritime Link or the LIL that could result in unplanned outages at this time?

d) Why does NSPML believe that the holdback amounts to be distributed should include updated WACC?
e) What is the WACC assumed for NSPML at this time? And how would NSPML be harmed if it did not receive the full amount of WACC but instead received WACC less its ROE?

Request IR-3:

Refer to the Application, Attachment 1, p. 25 of 36, paragraph A34 at lines 6-14, which states, in response to a question about whether the LIL was designed for the Newfoundland Climate:

> Yes. The original basis of design for the Lower Churchill Project, which includes the LIL, specified a return period for the transmission system of 50 years, meaning that the LIL is designed to resist, without damage, a climatic event of severity seen once every 50 years. NL Hydro has stated that while the LIL was designed to withstand conditions based on the data available at the time the LIL was designed over 15 years ago, the climate is changing, and microclimates are being discovered. Microclimates are isolated areas along the line where weather may differ substantially from the general weather that was expected and included in the line design. This will require some issues to be resolved with longer-term solutions in order to ensure the reliability of the transmission assets.

a) Does NSPML agree with the description of the risks facing the LIL mentioned above?
b) Has NSPML discussed this situation with NLH and if so, what was the outcome of those discussions?
c) Which party, NSPML or NLH, is responsible for providing versus paying for the longer-term solutions referenced above?
d) Do the issues referenced above require changes to the NSPML agreements with NLH and if so how would NSPML assure they would not result in intergenerational subsidization by NS Power's customers today?

Request IR-4:

Refer to the Application, Section 7. Request for Separate Process if Holdback is Maintained, page 28 of 37, lines 11-17, which states:

> The primary benefits of a separate process to develop an appropriate mitigation mechanism (if required) are as follows: (a) it would avoid a complex item that may not require consideration if the Board determines it appropriate to terminate the Holdback; (b) development of a mechanism would benefit from the Board's updated rationale for continuation of the Holdback; and (c) participants would have a better informed process, primarily via the initial interrogatory process.

Under NSPML's hypothetical separate process mentioned in this quote from the Application:

a) What would be the changes to the events, filings or processes from the current consideration of this Holdback mechanism if the Board were to terminate the Holdback?
b) What reporting changes would you envision for NSPML energy deliveries under the NS Block Contract Amount, Base Contract Deliveries, Make-up Energy Deliveries and Market Energy Purchases that NS Power receives and includes in FAM reports under a new Holdback mechanism?

Request IR-5:

Refer to the Application, Section 5. Future Asset Management Expectations, pages 23-25 of 37, that described unplanned outages during 2024 that were followed by deliveries of "Deferred Energy".

a) NSPML states on page 24, lines 3-5, "Moreover, the Deferred Energy that accumulated during these outages was entirely redelivered by December 25, 2024."
    1. What was the replacement cost of Deferred Energy delivered in December 2024 versus during the months when the shortfall due to planned outages occurred?
    2. Was NSMPL's ability to ensure that the Deferred Energy was entirely redelivered assisted by there being less demand on NLH's system?
b) See also page 25 of 37, lines 9-11, which states: "Any accumulated Deferred Energy is being delivered within a reasonable time following the outage such that the net balance of Deferred Energy remains consistently low."
    1. What is NSPML's understanding of the definition of "within a reasonable time following the outage"? Is this the same definition shared by NLH?
c) Following a description, on page 25 of 27, lines 22-29, of an unplanned bi-pole icing outage due to ice accumulation that interrupted and curtailed service from January 13-19, 2025, NSPML stated, on page 26, lines 1-2, that "Redeliveries of shortfalls relating to this outage were completed in early February."
    1. What was the replacement cost of Deferred Energy delivered in February 2025 versus during the days in January 2025 when the unplanned outage occurred?
    2. What were the circumstances that led to this unplanned outage?
    3. Does NLH bear responsibility for this unplanned outage, and if so, did they assume the cost of the repairs incurred by NSPML?
    4. If NSPML incurs the cost of repairs to restore service following this event, is this cost covered under NSPML's existing revenue requirement for 2025? If not, when will these costs be recovered and from whom?

5. How did NSPML respond following the event to change how it manages its relationship with NLH in accordance with Good Utility Practice to minimize the risk of an event like this happening again?

Request IR-6:

Refer to the Application, Section 5. Future Asset Management Expectations, page 29 of 37, describing the negotiations required for remedies for delivery shortfalls, specifically the first bullet, commencing at line 3, and explain how the "Holdback measures impact in time periods that are not consistent with the terms of the ECA"? What is the impact being referenced in this paragraph?