2025 **M12696**

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF:	***The Public Utilities Act 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 11009**

INFORMATION REQUESTS

To:	Bates White ("BW")
From:	The Industrial Group
Responses Due:	June 11, 2026
Contact Person	Nancy G. Rubin, K.C. Brianne Rudderham Stewart McKelvey Suite 600-1741 Lower Water Street P.O. Box 997 Halifax NS B3J 2X2 Telephone: (902) 420-3200 / Fax (902) 420-1417

Issued at Halifax, Nova Scotia, this 21th day of May 2026.

Request IR-1:

Reference: **N-7, Evidence of Bates White, p. 8, lines 6-22.**

(a) To paraphrase this summary, is it accurate to say that Bates White concludes that NSPML has clearly met its evidentiary burden to satisfy the "Reduction in Undelivered Volumes" threshold but NSPML has not clearly or definitively met its evidentiary burden to satisfy the "Consistent Deliveries" threshold? If not, please clarify.

(b) Where you note significant subjectivity in applying “good utility practice” and “exceptional circumstances”, (here and in the discussion at pp. 26-33) do you have any recommended objective criteria the Board could apply to reduce subjectivity?

(c) Please confirm that you have not recommended that the Board grant NSPML’s request to end the holdback.

Request IR-2:

Reference: N-7, Evidence of Bates White, p. 28, lines 1-12 regarding conflicting information in NSPML’s evidence regarding good utility practice.

(a) In this section, please confirm:

(i) while NSPML asserted that LIL and ML outages are coordinated as evidence of its good utility practices, in fact the LIL bipole outage ran from September 17 to 26, 2023, while the ML planned outages ran from approximately September 11-14 (ML Pole 1) and September 14-17 (ML Pole 2) so at most there was a single day boundary contact between the two outage windows, not a concurrent multi-day period of overlap. If not, please explain.

(ii) ML maintenance work was already complete by the time the LIL went offline after analysis of the ML transfer capability in all hours (as referenced in footnotes 76 and 77), for the September 17–26, 2023 window.

(iii) NSPML’s ML maintenance and NLH’s LIL planned outage ran in sequence, not in parallel.

(b) Is it Bates White’s position that the September 2023 ML maintenance, having been completed before the LIL outage commenced on September 17, 2023, resulted in ML capacity being unavailable during a window when the LIL was still operational and energy deliveries could have been made? If so, please identify the specific hours and estimated NS Block delivery volumes affected.

(c) In Bates White's opinion, if NSPML had genuinely timed its maintenance to coincide with the LIL outage, the ML would instead have been derated during September 17-26, 2023?

(d) Having failed to do so, does Bates White agree that this does not demonstrate optimal operational scheduling and provide evidence of good utility practice?

Request IR-3:

Reference: **N-7, Evidence of Bates White, p. 30, lines 8-14.**

(a) In referencing extreme weather events as found in *force majeure* clauses, such as tornadoes, is this the nature and degree of the "exceptional circumstances" Bates White contemplated?

(b) Does Bates White have any regulatory guidance regarding legal standards and criteria for weather-related *force majeure* which could provide some guidance?

Request IR-4:

Reference: **N-7, Evidence of Bates White, p. 33, lines 7-18.**

> ***All parties agree that the LIL traverses a route that is subject to severely harsh winter weather conditions, and thus high wind and ice events are not exceptional but expected. Moreover, to the extent that the event was driven by unbalanced ice loading, questions arise regarding the sufficiency of the LIL's design, which were raised by the Haldar report and subsequently acknowledged by NLH. …***
>
> ***Questions regarding the sufficiency of LIL's design do not support NSPML's position that the March-April 2024 outage was excused by extraordinary circumstances.***

(a) Please confirm whether the March 2024 icing event exceeded the design-basis weather conditions.

(b) In Bates White's view, can weather outages attributable to design limitations qualify as "exceptional" circumstances?

(c) If yes, please explain how this can be distinguished from normal project performance risk.

(d) Please confirm whether, in your view, the March–April 2024 LIL outage does or does not qualify as an “exceptional circumstance” within the meaning of the Board’s test.

(e) If you cannot provide a definitive answer, explain precisely what additional evidence would be required to do so.

Request IR-5:

Reference: N-7, Evidence of Bates White, pp. 34-35, regarding long-term outlook of deliveries and the potential for extended outages (e.g. 6-week bipole outage scenarios).

(a) Is Bates White able to quantify the expected frequency of such events? If so, please provide any analysis or estimate.

(b) What would be the financial impact on ratepayers if such events occur after the holdback mechanism is terminated? Please explain and provide any analysis.