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Sent: May 20, 2026 3:10 PM

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Subject: MOTION TO STRIKE EXHIBIT L-11: Procedural Violations, Secret Filings, Void Agreements, and Formal Demand for Restitution (Matter No. M12733)

**** EXTERNAL EMAIL / COURRIEL EXTERNE ****

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Dear Ms. Wallace and Board Staff,

I am writing to formally object to the logging of Exhibit L-11 and place Nova Scotia Power's continuous bad faith, calculated secrecy, and procedural double standards directly onto the record.

The email chain forwarded by Nicole Penney provides the undeniable written proof of an administrative ambush. At 1:36 p.m., Sofia Reiner from Nova Scotia Power submitted their formal Information Request responses via a secure file transfer service and completely and intentionally omitted my email address from the filing chain. They filed their evidence with the regulator in secret, completely violating tribunal disclosure rules requiring all registered parties to be included on every single transmission.

I have strictly followed every single rule this tribunal has set forth, including everyone on each filing to maintain absolute transparency. In stark contrast, Nova Scotia Power has operated with complete secrecy. They have submitted classified account data under a confidential cover behind my back, cut me out of the official filing chain, and then sent

separate, split transmissions directly to my personal inbox containing inadvertent spreadsheets.

I have no idea if the information they sent secretly to the Board as Exhibit L-11 even matches the loose files they dropped into my personal inbox, proving the completely untrustworthy nature of this utility. The Board continues to hold Nova Scotia Power to a completely different standard than a citizen is held to.

The Legal Ramifications of Void Contracts and Documented Theft

Every single time my Equal Billing amount changed in their data log, a brand-new financial restructuring agreement was forced upon me without my consent, leaving me with no option but to pay. Under your own Regulation 6.5(3), these agreements are mandatory, not optional, and they are completely null and void if they are not signed and provided to the customer.

Nova Scotia Power has now been provided three separate, explicit opportunities over several months to produce a single signed agreement. They have failed every single time. Their own raw data log proves that not a single signed contract exists on my file.

The legal ramifications of these violations are absolute under contract law and utility regulation:

1. **Null and Void Ab Initio:** Because these agreements lack the mandatory customer signatures required by law, they are legally dead and carry zero legal weight. You cannot build a valid debt or collections balance on a completely void foundation.
2. **Theft of Income:** Because no signed contracts exist to support these fixed billing structures or third-party arrangements, every single cent Nova Scotia Power has taken from my family above my actual, metered energy usage is stolen money.
3. **Mandatory Requirement for Full Restitution:** Because the agreements are legally void, Nova Scotia Power has zero right to retain those funds. The utility is legally required to pay back each and every cent taken under these nullified agreements. The entire \$4,530.81 balance is an unverified fabrication.

Severe Legal Ramifications of the Unauthorized Third-Party Agreement

Nova Scotia Power has now openly admitted to the Board that they entered into a high-stakes financial contract affecting my account with a third party (VAC).

- **Complete Lack of Consent:** I provided consent for VAC to speak with Nova Scotia Power, not to form a contract or bind my finances on my behalf.

- **Zero Power of Attorney:** Nova Scotia Power executed this contract with a third party who possessed absolutely zero legal authority or power of attorney to bind me to a debt.
- **Predatory Math:** Through this completely unsigned, unauthorized third-party contract, Nova Scotia Power unilaterally added over \$300.00 a month on top of my actual, metered energy usage.

In contract law, entering into a financial agreement with an unauthorized third party to inflate a consumer's monthly liability without their signature or power of attorney is an absolute nullity. It is predatory, it is unlawful, and it strips the entire balance of any legal validity. Nova Scotia Power is legally required to return every single cent collected under this unauthorized arrangement.

Clear Violations in Nova Scotia Power's Current Response

- **Ex Parte Service Violation:** Filing formal responses with a public regulator while intentionally cutting the primary consumer out of the email transmission chain.
- **Breach of Regulation 6.5(3):** Confirming via Request IR-02 that their entire billing methodology is based on internal invoices they generated, completely failing to produce a single signed customer contract or Power of Attorney authorization.
- **Weaponizing Estimated Math:** Openly admitting on Page 3 to hitting my account with a massive 13,646 kWh bill based on months of unverified estimated consumption, while hiding the formula behind an unreadable confidential cover.
- **Active Hardship Retaliation:** Bypassing the appeal stay to issue a new predatory invoice demanding \$1,776.00 due on June 8, 2026, forcefully applying newly approved rate hikes to a disputed account less than 24 hours after my Information Request submission.

The Board is currently allowing a non-compliant monopoly to break tribunal service rules and hide account data behind secret files to bully a disabled veteran. Because they have failed for months to meet the mandatory legal threshold, their entire case has collapsed.

I demand that the Board immediately log these procedural violations, strike Exhibit L-11 from the record, issue an Immediate Emergency Stay Order to stop this predatory collection, and order a full forensic accounting of all funds that must be returned to me in restitution.

This is an open and shut case this doesnt need to be drug out this long let alone continue, NSP failed to provide the legally mandated agreement signatures making every cent taken on all agreements considered theft. The fact the board continues to allow this only shows the true nature of a body that is supposed to regulate a monopoly and protect the consumers it is clearly violating. An immediate full audit and returning every single cent taken above my actual usages nullifying each and every fraudulent agreement is literally the only way forward without lawyers taking over and this becoming a massive systemic class action costing hundreds of millions of dollars to all accountable parties for these actions and the willful non compliance of NSP and the board allowing it to continue to get away with these clear violations of law and regulatory failure.

Respectfully beyond frustrated,

Dave Lincoln
Disabled Veteran

Sent from my Galaxy