

Wallace, Lisa

From: Dave Lincoln [REDACTED]
Sent: May 29, 2026 12:36 AM
To: Penney, Nicole; Energy and Regulatory Boards Tribunal; Premier; Kings West Constituency Office; pm@pm.gc.ca; info@macgillivraylaw.com; atlanticnews@ctv.ca; gopublic@cbc.ca; halifax@globalnews.ca; Wallace, Lisa; Minister of Energy; newsroom@herald.ca; investigations@cbc.ca; atlanticinvestigates@cbc.ca; newsroom@saltwire.com; investigate@globalnews.ca
Cc: Blake Williams; Carley Freeman; Chris Lanteigne; Jennifer Ross; Lisa Forsey; Sofia Reiner; iris@halifaxexaminer.ca; info@zachchurchill.com; mindrr@novascotia.ca; consumersos@globalnews.ca; tips@thecoast.ca; newsroom@herald.ca; vivek.sood@nspower.ca; Kathleen Murray; Mavhunga, Miranda; Sonia Liao; Lawson, Hollie; Kozera, Kenzie N; Murdock, Tom E; Smith, Chase; Podolyako, Maryna
Subject: FORMAL NOTICE OF LEGAL ESCALATION: Board Attempt to Rewrite Canadian Contract Law and Enable Corporate Fraud (Matter M12733)
Attachments: ATT00001.txt; ATT00002.txt; ATT00003.htm; ATT00004.txt; Screenshot_20260522_000800_Adobe Acrobat.jpg; Screenshot_20260521_112238_Adobe Acrobat.jpg; Screenshot_20260522_001108_Adobe Acrobat.jpg
Importance: High

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Dear All

I am writing in response to the Board's decision issued the morning of, **May 28, 2026**, and to restate, in a clear and organized way, the major regulatory issues that remain unresolved. I remain deeply concerned that the Board has accepted Nova Scotia Power's position in a manner that appears to undermine the consumer protections found in the current regulations, particularly those governing signed agreements, enforcement timing, dispute billing, and repayment arrangements and settled case law. The Board's decisions and orders may be appealed to the Nova Scotia Court of Appeal on matters of jurisdiction or law.

This matter is not only about my account. If Nova Scotia Power's position is accepted here, it would create a dangerous precedent for all consumers in Nova Scotia by allowing a third party to bind a customer to payment terms without a signed agreement, without direct consent, and without Power of Attorney. Proceeding on that basis would be unlawful because it would disregard the consumer protections already in place, violate settled Canadian common law doctrines, and treat an unsupported agreement as though it were legally valid. In that sense, the Board would be making a decision based on a legal fiction rather than the actual protections and requirements currently in force.

I am a disabled veteran, and the protections in place are especially important in my situation. Nova Scotia Power's attempt to rely on a third-party verbal arrangement, while ignoring the need for signed agreements and proper consent, is exactly the kind of overreach these regulations were meant to prevent. Below I set out the key facts, the regulations at issue, and the specific failures I continue to raise.

I. HOME PROFILE AND USAGE FACTS

My home is approximately 2,500 square feet. Only 2 to 3 bedrooms and part of the living area are heated. I have significantly reduced heating in response to escalating costs. There are currently 4 people in the household. For most of the relevant period, there were 5 people, and at one point there were 6.

The main electrical uses are basic household appliances, a hot water tank, a hot tub, and electric baseboard heat, although the baseboard heat is usually off. All appliances were purchased new in 2017 and are energy efficient. I have minimized usage wherever possible. I have replaced lights with LEDs, reduced heating, and limited appliance use.

II. HOT TUB AND LOAD CHANGES

The hot tub was used from 2017 through approximately 2021 to 2022. It broke almost 4 years ago and has been completely disconnected from the electrical panel since then. It has received no power for nearly four years.

The hot tub was removed from the electrical panel after it broke, and no other major equipment has been added. I have repeatedly explained this, yet Nova Scotia Power continues to rely on the hot tub as though it were still part of the load profile.

III. REGULATION 6.5 – SIGNED AGREEMENTS

Regulation 6.5 is central to this case because it concerns payment agreements for arrears and the formal requirements that are meant to protect customers. If repayment arrangements extend beyond 30 days, the company must offer a written payment agreement, and that agreement must be properly signed by the customer.

The explicit, governing text of Regulation 6.5(3) states:

"A Payment Agreement shall be in writing and signed by the customer or the customer's authorized agent and an authorized representative of the Company where the arrangement is for the payment of an outstanding balance over a period exceeding 30 days."

The law is absolute. It demands a written document and a physical customer signature for anything over 30 days. It does not allow verbal phone logs to replace a contract, nor does it state a utility can erase a consumer's statutory right to a signature by blending historical arrears into an ongoing monthly plan. Nowhere does it state a contract can be verbally signed. If Nova Scotia Power is now claiming that a third party can verbally bind a customer to repayment terms without a signed customer agreement, that appears to defeat the purpose of the regulation and strip away the very protections it was designed to provide.

Nova Scotia Power has still not produced a single signed agreement from me supporting the charges it is enforcing. It has also not produced a valid agreement signed by me authorizing the payment terms it says were in place. The Board's acceptance of a third-party arrangement without direct customer signature or Power of Attorney raises a serious regulatory issue. If the Board allows a verbal third-party arrangement to stand in place of a signed customer agreement, it will create a precedent that any third party could bind any customer to financial terms without consent. That would undermine consumer protections for everyone, not just me, and would also run contrary to settled case law.

Nova Scotia Power ran a predatory billing cycle: they continuously hiked my monthly amounts to force missed payments, used those defaults to force another contract onto my account, and increased the extraction again. Changing the name of a file to a plan does not eliminate a signature mandate. Because Nova Scotia Power failed across four separate structural opportunities to produce a single signed document, every single agreement forced onto my profile since September 2017 is a complete statutory nullity from day one. **All Equal Billing Agreements were issued over 30 days, thus explicitly requiring a signature and written contract which have never been provided.**

IV. REGULATION 6.4 – STAY OF ENFORCEMENT

Regulation 6.4 is critical because it protects consumers from immediate enforcement while a dispute is still alive.

The explicit, binding text of Regulation 6.4 (Dispute Resolution) states:

"The Company shall not take any collection action or discontinue service to a customer during the 12-day period following the date of a decision of a Dispute Resolution Officer, or while an appeal of a Dispute Resolution Officer's decision is pending before the Board."

Nova Scotia Power completely bypassed and broke this mandatory regulation by initiating aggressive collection enforcement within one to two hours of the initial DRO decision, refusing to grant the legal 12-day appeal window and denying me my lawful right to a pause. That left me with no meaningful appeal protection and no practical stay. I did not receive 12 hours before enforcement began.

If a utility can begin enforcement immediately after a disputed decision while the customer is still within the appeal window, then the stay protection becomes meaningless. The Board should not allow a disputed amount to be enforced before the customer has a fair opportunity to appeal and before the legality of the agreement and billing has been fully resolved, which runs entirely contrary to settled case law.

V. REGULATION 6.3 – DISPUTED BILLS

Regulation 6.3 addresses disputed bills and the process for investigating and resolving them.

The explicit, binding text of Regulation 6.3 (Disputed Bills) states:

"In the case of a dispute between a customer and the Company regarding any bill for electric service, the customer shall not be required to pay the disputed portion of the bill pending the investigation of the dispute by the Company or the Board, and the Company shall not discontinue service or take any collection action for non-payment of the disputed portion of the bill during such period."

This matter remained actively disputed, yet Nova Scotia Power continued to treat the amounts as collectible and continued enforcing the balance. That is inconsistent with the purpose of the dispute process. A customer should not be forced to pay amounts as though they are settled when the core legality and correctness of the billing remains in dispute.

This Board then actively allowed this unlawful enforcement to continue throughout the entire multi-month dispute process, permitting Nova Scotia Power to openly violate the mandatory freeze and issue 4 separate, illegal bills on contested amounts while an active, unresolved dispute file remained open. If the Board's interpretation is that billing may continue in the background while the

dispute is unresolved, then the practical effect is that the consumer protection becomes hollow. The utility collects first and the customer is left fighting later, running directly contrary to settled case law.

VI. REGULATION 5.5 – METER ACCURACY AND ACKNOWLEDGED DATA ERRORS

Regulation 5.5 requires a proper process when a customer disputes the amount of electricity consumed from the meter. If a customer remains unsatisfied after the initial check, an as-found test and then an option for independent testing are required. I do not believe the meter issue was properly resolved in a way that addresses the full concern. I have repeatedly raised concerns about the account history, usage calculations, and the consistency of the billing records. I also requested review and inspection options and was not given a meaningful path to independent technical review.

If the meter and billing data are accurate, then those facts should be clearly demonstrated through a transparent and properly documented review. **In a court of law, the facts are important, and unverified hearsay notes can never override physical, computer-logged data and statutory signature mandates. I am the only party on this thread who has submitted factual, unalterable information into the record, while Nova Scotia Power has repeatedly supplied falsified numbers and documents in sworn evidence to bypass provincial law.**

The Board's own decision stated the billing information that Nova Scotia Power themselves submitted had accounting errors, but you are taking those exact same figures to make your decision? This is contradictory itself. **How can it have multiple accounting errors but also be correct enough to allow them to proceed with collection? If their own billing data is admitted to be a false accounting error, then no bill they produce can be treated as factual or legally enforceable.** You cannot rule that a utility's data is an unverified accounting error to protect them from a fraud charge, while simultaneously using that exact same broken data to enforce a predatory debt balance. Proceeding on that basis runs completely contrary to settled case law.

VII. THIRD-PARTY CONSENT AND DISABLED VETERAN PROTECTIONS

I consented for Veterans Affairs Canada to speak with Nova Scotia Power. I did not consent for VAC or any third party to form a contract on my behalf. That distinction matters. Speaking to a utility is not the same as binding a customer to repayment terms. The Board's acceptance of a third-party verbal arrangement, especially where no signed customer agreement exists, undermines the protections that should apply to all consumers.

In Canadian law, permission to speak is not a Power of Attorney. Giving a spouse permission to call a utility provider to ask about a balance or check a statement does not grant that third party the legal authority to bind my personal finances to thousands of dollars in debt. **Under the settled Canadian common law doctrine of Privity of Contract, a financial contract cannot impose structural obligations or debt liabilities on any person who is not a direct, signing party to it. An unverified third party who completely lacks a signed, notarized Power of Attorney cannot legally execute a long-term contract over my income.**

Furthermore, the Board's decision explicitly records that Nova Scotia Power logged an entry claiming my wife gave permission to add a representative from Veterans Affairs. That entry is a flat-out, documented corporate fabrication. My wife has never once spoken to my Veterans Affairs Canada case manager and could not possibly have authorized a VAC representative to touch my profile because that conversation never occurred, nor is it allowed through VAC without additional power of attorney docs which I have never signed.

Veterans Affairs Canada cannot execute financial arrangements based off my wife unless I am legally declared incapable of making decisions myself, which has never happened. They did not at any point have my Power of Attorney. **I fired that VAC case manager immediately after finding out she colluded to establish an insane \$803.00 a month contract with Nova Scotia Power without confirming a single detail with me or asking for my consent, and still never was provided any contract nor asked for a signature.**

This is especially serious in my case because I am a disabled veteran and have repeatedly explained the financial strain, hardship, and emotional stress this process has caused. Consumer protections exist for situations like this. They should not be bypassed by treating a third-party conversation as if it were a legally binding signed contract. **Under the settled legal doctrine of Economic Duress, any alleged verbal consent Nova Scotia Power claims to have logged in their system notes is completely void, as it was obtained under direct, immediate threats of shutting off an essential life utility with zero alternative payment options provided.** Having almost half years' worth of my pay stolen from me due to the predatory billing practices and admitted overbilling, and as the board stated in their decision "accounting errors", anyone would be frustrated and concerned that even while raising these concerns and the complete lack of evidence of signed agreements by Nova Scotia Power—who have the legal burden of proof to provide, yet have failed to provide a single one—the Board instead accepted that a verbal authorization is justified along with shifting the wording, but still **never met the minimum settled legal standard of a signed contract.**

VIII. BROADER CONSUMER PRECEDENT

This issue is bigger than my account. If the Board allows Nova Scotia Power to enforce a third-party arrangement without a signed customer agreement or Power of Attorney, in direct violation with Regulation 6.5, it sets a precedent that could affect every consumer in the province. It would effectively tell utilities that they may rely on informal third-party conversations instead of proper signed contracts, and not have to follow the regulations put in place to protect consumers which the Board is supposed to regulate.

That would be a profound weakening of consumer rights and legal protections. It would mean the regulations can be sidestepped whenever a utility prefers convenience over compliance, and would also run contrary to settled case law. The Board cannot lawfully treat the protections in the regulations as optional, nor can it approve a process that nullifies them in practice. **Having almost half of the original distribution chain stripped from this morning's decision email is deeply concerning. A public regulatory process must remain entirely transparent.**

IX. UNRESOLVED EVIDENCE THE BOARD HAS REFUSED TO ADEQUATELY ADDRESS

- No signed agreement has been produced by Nova Scotia Power.
- A third-party arrangement was treated as if it were binding without my direct consent.
- The 12-day appeal protection was effectively bypassed.
- **Billing continued while the dispute remained active including May 21, 2026. The full decision was not rendered until May 28, 2026.**
- The hot tub has been disconnected for nearly four years but continues to be used in usage explanations.

- I was not provided a meaningful independent audit or electrician review.
- The account has remained far more confusing than it should be if the charges were straightforward and valid.
- The Board's reasoning appears to leave consumer protections without meaningful practical effect.

X. FORMAL REQUEST FOR RELIEF FROM SYSTEMIC OVERREACH

Immediate recognition that the enforcement of disputed amounts while appeal rights remain active is improper.

A clear explanation of how Nova Scotia Power's reliance on a third-party verbal arrangement is consistent with the signed-agreement protections in Regulation 6.5.

A clear explanation of how immediate enforcement is consistent with the 12-day appeal protection in Regulation 6.4.

A clear explanation of how ongoing billing and collection during an active dispute is consistent with Regulation 6.3.

Reconsideration of the account on the basis of the regulatory protections that exist to protect consumers.

Confirmation that the Board will not allow this matter to set a precedent that weakens consumer protection for other citizens, alongside confirmation that the Board will not violate settled case law.

I remain firm in my view that this matter should not be allowed to proceed in a way that overrides the protections in the regulations, particularly for a disabled veteran who has been left carrying the burden of a disputed and highly confusing account for years. Even the Board questioned the legality of the agreements in their own questioning to Nova Scotia Power yet still sided with Nova Scotia Power without a single signed agreement, which is explicitly mandated by Regulation 6.5 and is not optional. It would be a shame for the Board to also be looking legal action in the face for clearly skirting around settled case law that was even presented multiple times throughout this dispute.

Respectfully submitted,

Dave Lincoln
Disabled Veteran

Ms. Wallace, Mr. Dunning, and Board Staff, the Media, Elected officials, Class Action counsel, Let this email serve as formal notice to all recipients on this chain—representing the highest federal executive office, provincial legislative leadership, the consumer class action legal team, and the executive office of the utility provider—that Board Decision Document 330617 issued this morning, May 28, 2026, is rejected in its entirety. This is not justice this is an absolute joke and complete abdication to this lawless monopoly. What is the board getting out of enabling theft and also breaking the law and permitting Nova Scotia Power to continue to break laws and harm citizens? This attached decision stands as an illegal and open attempt by this Board to actively rewrite Canadian contract law and its own regulations in real time to suit the utility provider's narrative. This is incredibly wrong, illegal and dangerous to all consumers of power in Nova Scotia, and this Board lacks any legal or legislative authority to do so. This complete file is being escalated directly to the Nova Scotia Court of Appeal on clear, documented errors of law, systemic regulatory failure, and administrative collusion. Clear proof of corruption throughout both the provincial utility and the supposedly unbiased board meant to regulate them. The only comparison to this blatant out in the open corruption is the current Trump administration. I am an innocent customer who has done absolutely nothing wrong except bring to light the open non-compliance of a monopoly currently extracting thousands of dollars of stolen veteran income from my family. Nova Scotia Power and a captured tribunal are the only parties who have committed wrongdoing, and this decision stands as a textbook masterclass in regulatory capture. I. The Board's Internal Knowledge and the Equal Billing Contract Fraud The First Respondent has committed a fatal error of law by attempting to manufacture a corporate loophole around Regulation 6.5. In the official Information Requests under Request IR-4b, this Board itself explicitly questioned the legality of Nova Scotia Power's agreements, asking how they could be compliant if no signed agreements exist. Yet, in this morning's decision, you allowed Nova Scotia Power to play a semantic word game to bypass the law, ruling that re-branding a contract as a blended Equal Billing Plan under Regulation 5.3 magically erases a customer's statutory protections. Nova Scotia Power admits I was placed on multiple separate agreements, but now relies on a wording discrepancy to claim they were merely equal billing plans to fool this Board. Every single time my account was restructured, the utility and your staff explicitly called these arrangements agreements. Each reset was a brand-new financial contract that permanently altered my monthly billing amount, enforced under explicit threats of immediate power disconnection. Because every single one of these Equal Billing matrices was designed for the collection of arrears and extended well beyond 30 days, every single shift legally required a brand-new, signed contract under the plain language of your own regulations. The explicit, governing text of Regulation 6.5(3) states: 6.5 (3) A Payment Agreement shall be in writing and signed by the customer or the customer's authorized agent and an authorized representative of the Company where the arrangement is for the payment of an outstanding balance over a period exceeding 30 days. The law is absolute. It demands a written document and a physical customer signature for anything over 30 days. It does not allow verbal phone logs to replace a contract, nor does it state a utility can erase a consumer's statutory right to a signature by blending historical arrears into an ongoing monthly plan. Nowhere does it state a contract can be verbally signed. It is not my fault nor my responsibility to force Nova Scotia Power to follow their own mandates; it is their responsibility, and this Board's explicit duty was to

regulate them to ensure compliance with consumer protection and contract laws. Nova Scotia Power ran a predatory billing cycle: they continuously hiked my monthly amounts to force missed payments, used those defaults to force another contract onto my account, and increased the extraction again. Changing the name of a file to a plan does not eliminate a signature mandate. Because Nova Scotia Power failed across four separate structural opportunities to produce a single signed document, every single agreement forced onto my profile since September 2017 is a complete statutory nullity from day one.

II. Denial of Mandatory Appeal Stay, Unlawful Dispute Billing, and Regulatory Breaches

The Board's decision completely omits, glosses over, and changes the goalposts regarding the severe procedural violation of my fundamental right to an appeal stay and the strict billing freeze mandates. The explicit, binding text of Regulation 6.3, Disputed Bills, states: In the case of a dispute between a customer and the Company regarding any bill for electric service, the customer shall not be required to pay the disputed portion of the bill pending the investigation of the dispute by the Company or the Board, and the Company shall not discontinue service or take any collection action for non-payment of the disputed portion of the bill during such period. Furthermore, the explicit, binding text of Regulation 6.4, Dispute Resolution, states: The Company shall not take any collection action or discontinue service to a customer during the 12-day period following the date of a decision of a Dispute Resolution Officer, or while an appeal of a Dispute Resolution Officer's decision is pending before the Board. Nova Scotia Power completely bypassed and broke these mandatory regulations by initiating aggressive collection enforcement within one to two hours of the initial DRO decision, refusing to grant the legal 12-day appeal window and denying me my lawful right to a pause. This Board then actively allowed this unlawful enforcement to continue throughout the entire multi-month dispute process, permitting Nova Scotia Power to openly violate the mandatory freeze and issue 4 separate, illegal bills on contested amounts while an active, unresolved dispute file remained open. This total disregard for your own written mandates is an absolute regulatory failure on the Board's part, and makes this entire chain of command fully liable for everything going forward.

III. Unlawful Precedent and the Elimination of Consumer Contract Protections

By allowing this absurd decision to stand, this Board has actively altered the utility regulations for everyone in Nova Scotia. You are setting a highly dangerous, unlawful provincial precedent that allows any corporate monopoly or third party to verbally sign off on a binding financial contract over a citizen's bank account without their written, signed legal consent or a notarized Power of Attorney. This decision actively breaks multiple established legal standards, eliminates basic property rights, and strips every consumer in this province of their statutory contract protections to insulate a utility provider from its own non-compliance. A public utility board has zero legislative authority to rewrite the core pillars of Canadian contract law to validate corporate theft.

IV. Illegal Verbal Administration and Lack of Power of Attorney

The Board's decision states that it relies on internal corporate notes to claim that these arrangements were verbally agreed to by my wife or a third party. This is a complete failure of basic commercial law and a total collapse of consumer protection. In Canadian law, permission to speak is not a Power of Attorney. Giving a spouse permission to call a utility provider to ask about a balance or check a statement does not grant that third party the legal authority to bind my personal finances to thousands of dollars in debt. Furthermore, the Board's decision explicitly records that Nova Scotia Power logged an entry claiming my wife gave

permission to add a representative from Veterans Affairs to make financial arrangements on my profile. That entry is a flat-out, documented corporate fabrication. My wife has never once spoken to my Veterans Affairs Canada case manager and could not possibly have authorized a VAC representative to touch my profile because that conversation never occurred, nor is it allowed through VAC without additional power of attorney docs which i have never signed. Veterans Affairs Canada cannot execute financial arrangements based off my wife unless I am legally declared incapable of making decisions myself, which has never happened. I signed a document giving VAC strictly limited authority to speak to Nova Scotia Power on my behalf to make basic inquiries, not to execute payment agreements or contracts. They did not at any point have my Power of Attorney. I fired that VAC case manager immediately after finding out she colluded to establish an insane \$803.00 a month contract with Nova Scotia Power without confirming a single detail with me or asking for my consent and still never was provided any contract nor asked for a signature. This has been an absolute and clear betrayal of the Board's duties.

V. Documented Economic Duress and Coercion Any alleged verbal consent Nova Scotia Power claims to have logged in their internal notes was obtained under absolute, illegal coercion. Forcing a consumer onto an ongoing payment schedule under threat of disconnecting an essential life utility constitutes clear economic duress. Under established Canadian contract law, consent obtained through coercion is legally dead.

VI. Evidentiary Fabrications, Math Overlaps, and the Stated Metric Perjury The Board's decision dismisses the black-and-white mathematical fraud logged under Exhibit L-9 LINCOLN RIR-1 as a mere confusing accounting correction. To build their arrears story, they used unverified estimations to claim my usage spiked to 78.8 kWh and 74.2 kWh per day, and then rolled an unauthorized, backdated 182-day calculation loop directly over top of those exact same cycles to double and triple-bill my account. They literally charged my family \$4,818.00 across a six-month summer window where their own billing computer verified that the true physical energy usage only cost \$782.82. If you are dismissing this direct data manipulation as an accounting error, it proves that your entire billing architecture is completely made up. You continue to use these errors because you know this Board will never hold the monopoly accountable. Through these unsigned ghost structures, Nova Scotia Power has unlawfully extracted between \$20,000.00 and \$50,000.00 from my family since my 2017 property purchase.

VII. Blind Corporate Deference Over Openly Acknowledged Data Errors In a court of law, unverified hearsay notes can never override physical, computer-logged data and statutory signature mandates. I am the only party on this thread who has submitted factual, unalterable information into the record, while Nova Scotia Power has repeatedly supplied falsified numbers and documents in sworn evidence to bypass provincial law. The Board has actively chosen to take the unverified, verbal word of Nova Scotia Power over a consumer providing documented, forensic facts from the utility's own secure database and Nova Scotia Power's own evidentiary submissions. This represents an unassailable record of institutional bias. When I pointed out the forensic math from Nova Scotia Power's own evidentiary submissions, this Board explicitly claimed in writing that their evidence was factually incorrect and an accounting error. Let this staggering failure of logic and justice be completely clear to the public and the courts: the Board has openly admitted on the record that Nova Scotia Power's system data is factually incorrect and full of accounting errors, yet you chose to blindly rely on that exact same broken, faulty evidence to deny my stay and validate their collection actions anyway. If their own billing data is admitted to

be a false accounting error, then no bill they produce can be treated as factual or legally enforceable. You cannot rule that a utility's data is an unverified accounting error to protect them from a fraud charge, while simultaneously using that exact same broken data to enforce a predatory debt balance.

VIII. Widespread Infrastructure Failure and Administrative Negligence

The Board notes that the 2017 baseline invoice showed an average of 37.1 kWh per day when a 5 kW hot tub heater and major construction tools were drawing power, yet you claim this doesn't prove the 2025 spikes were wrong. It is a physical and engineering impossibility for a household baseline to drop by over 70% across the exact same summer timeline years later with the hot tub completely disconnected for four years, all lighting upgraded to high-efficiency LEDs, and zero construction tools running. To compound this, while Nova Scotia Power uses these ghost agreements to run an active, predatory \$1,776.00 collections clock due on June 8th, their own grid suffered a total collapse on May 25, 2026. A widespread regional blackout left over 6,200 homes and families across Greenwood, Kingston, and Aylesford trapped in total darkness for 6 hours and 36 minutes, from 4:03 p.m. until 10:39 p.m., due to a routine spring day storm. This monopoly cannot even deliver basic grid stability under normal weather conditions, yet this Board is actively allowing them to enforce a debt built on a void foundation.

IX. Notice of Appeal and Exposure of Distribution Blackout

By waiting seven full days past Nova Scotia Power's final May 20th evidence deadline—allowing the utility to completely default on producing the contracts—and then dropping this rubber-stamp decision the morning after my 48-hour ultimatum expired, this Board has officially documented its own bad faith and systemic bias. You have weaponized your administrative backlog to enforce severe economic duress and the intentional infliction of emotional distress against a disabled veteran, actively exacerbating my service-connected PTSD, MDD, and physical injuries. If the Board and Nova Scotia Power were certain that everything was above board and that the utility complied with the law, you would have kept the room wide open. Your deliberate action this morning to remove almost 20 names from the distribution list—including the press desks, the Premier's office, and federal channels—is the absolute proof of your own guilt. You do not run a private administrative blackout to hide a file if you have nothing to hide. I have defended this country for just shy of 12 years only to return home and have my civil and legal rights completely destroyed by a captured public tribunal and a lawless monopoly. I deserve far better than this. The province deserves far better. The administrative process is 100% exhausted. This complete record—including your explicit attempt to alter the public transmission chain—is being compiled as direct evidence of regulatory capture. My formal Notice of Appeal on errors of law and excess of jurisdiction is being advanced directly to the Registrar of the Nova Scotia Court of Appeal. Disgusted by the total breakdown of accountability and responsibility to the province and all consumers the board is meant to protect, Dave Lincoln

Disabled Veteran
Sent from my Galaxy

----- Original message -----From: "Penney, Nicole"
<Nicole.Penney@novascotia.ca> Date: 2026-05-26 8:50 a.m. (GMT-04:00) To: [REDACTED]
[REDACTED] Cc: Blake Williams <blake.williams@nspower.ca>, Carley Freeman
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"Kozera, Kenzie N" <Kenzie.Kozera@novascotia.ca>, "Murdock, Tom E"
<Tom.Murdock@novascotia.ca>, "Smith, Chase" <Chase.Smith@novascotia.ca>, Energy and
Regulatory Boards Tribunal <Board@novascotia.ca>, "Podolyako, Maryna"
<Maryna.Podolyako@novascotia.ca> Subject: FORMAL NOTICE OF PROCEEDING: Intent to
File with NS Court of Appeal for Systemic Collusion, Perjury, and Theft (Matter
M12733) Proof of all

Good morning,

This will acknowledge receipt of your correspondence received on May 25, 2026,
regarding the above matter. It has been directed to the Board and staff and posted
under the External Tab in
Matter No. M12733 on the Board's public website.

Thank you,

NICOLE PENNEY (she/her)
Administrative Assistant to Lisa Wallace, Chief Clerk of the Board
Nova Scotia Energy Board
T 902 424 1332
TF 1 833 809 0040

Statement of Confidentiality

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information meant for a specific person or organization.

If you received this by mistake, please let the sender know, do not communicate the
content, and delete the email from your system.

Thank you.

From: [REDACTED]

Sent: May 25, 2026 11:40 PM

To: Penney, Nicole <Nicole.Penney@novascotia.ca>; Wallace, Lisa <Lisa.Wallace@novascotia.ca>; gopublic@cbc.ca; halifax@globalnews.ca; iris@halifaxexaminer.ca; info@zachchurchill.com; mindrr@novascotia.ca; atlanticnews@ctv.ca; consumersos@globalnews.ca; tips@thecoast.ca; newsroom@herald.ca; vivek.sood@nspower.ca
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Subject: FORMAL NOTICE OF PROCEEDING: Intent to File with NS Court of Appeal for Systemic Collusion, Perjury, and Theft (Matter M12733) Proof of all
Importance: High

** EXTERNAL EMAIL / COURRIEL EXTERNE **

Exercise caution when opening attachments or clicking on links / Faites preuve de prudence si vous ouvrez une pièce jointe ou cliquez sur un lien

Ms. Wallace and Board Staff,

Let this email serve as formal notice that due to the blatant bias, systemic collusion, and total failure of this body to perform its statutory duty, I am preparing to escalate this entire matter to the Nova Scotia Court of Appeal.

The Board is no longer operating as an impartial regulator. You are actively enabling a lawless monopoly to run wild, lie, cheat, and steal from citizens, completely disregarding the consumer protections mandated by utility regulations and the law.

I have done absolutely nothing wrong in this entire matter except bring to your

attention the blatant regulatory non-compliance of a monopoly that is currently lying, cheating,

and stealing from residents. Nova Scotia Power and a biased Dispute Resolution Officer (DRO) are the only parties who have committed wrongdoing, yet the Board continues to allow this clear unlawful corruption to move forward.

The evidence officially logged under Exhibit L-9 LINCOLN (NSEB) RIR-1 completely destroys Nova Scotia Power's credibility and proves they have lied from all sides. During the

DRO hearings, they explicitly claimed my actual monthly usage baseline was \$496.00 a month. However, the September 2025 invoice they just submitted to this Board completely invalidates their own testimony. That invoice records my actual usage at \$4.30 a day,

which is exactly \$129.00 a month. This proves they fabricated their consumption metrics on the record to secure an enforcement order.

Furthermore, Nova Scotia Power has failed across four separate opportunities—twice before the DRO and twice before this Board—to produce a single contract or billing agreement.

This includes the high-stakes third-party contract they admitted in writing to executing without my consent or Power of Attorney. Under basic contract law, because no signature exists, a valid agreement never existed. They had no legal authority to bind my

finances, meaning the entire balance is a fraudulent nullity.

Their own documents prove they triple-billed my profile, charging my account \$4,818.00 for \$782.82 worth of actual, physical energy consumption over an overlapping 182-day

summer timeline. A full forensic audit since my home purchase in September 2017 to the present day is mandatory, along with the immediate enforcement of full restitution for the thousands upon thousands of dollars stolen from my family under these unsigned structures.

To compound this exploitation, while Nova Scotia Power uses these ghost agreements to run an active, predatory \$1,776.00 collections clock due on June 8th, a widespread grid

failure left over 6,200 homes across Greenwood, Kingston, and Aylesford in total darkness for over six consecutive hours today, Monday, May 25th from 4:03pm until 10:39pm. The attached screenshots from their own live outage map prove they cannot even deliver

the basic power grid stability they are billing for.

Instead of ending this matter when the utility failed to produce the contracts, this Board has spent months ignoring my multiple explicit requests for a Stay of

Enforcement.

You have chosen to let a non-compliant monopoly retain stolen veteran income while forcing my family to endure active economic duress and intentional infliction of emotional distress. This continued stress is directly exacerbating my service-connected injuries, PTSD, and MDD.

If this Board does not immediately void this fabricated balance, halt Nova Scotia Power's collections clock, and issue an Immediate Emergency Stay Order by end of day Wednesday

May 27th, the complete record of your regulatory failure and systemic collusion will be filed directly before the Nova Scotia Court of Appeal.

I will also note the Ombudsman for Nova Scotia has also sat back and watched this happen along with all of the elected officials. Im done with your games this is my family's

livelihood that has been stolen from me from this non compliant lawless monopoly while you all sit back and ignore a disabled veteran that served his country and defended the rights and freedoms you all have while mine are actively destroyed. Shame on you all.

There will be accountability coming i can promise you that you will never intimidate me nor get me to back down from what is a human right and legal standing for the protections i deserve just as much as everyone else.

You have all watched proof of NSP actively lying, proof of stolen funding between \$20000.00-\$50000.00. I cant make this any clearer they admitted to the incorrect amounts,

they submitted the docs proving the lies and the theft. Its in black and white yet not a single person acts or does whats right? Clearly ethics and morals are not the priority of anyone involved in this entire chain its disgraceful, leaders are supposed to

lead not kick disabled Veterans and vulnerable people that are already down. Ill let you in on one thing though, my last name is Lincoln, the same name that abolished slavery, i will not back down until full accountability for all involved. Shame on all of you.

Disgusted by the lack of action and accountability,

Dave Lincoln
Disabled Veteran

Sent from my Galaxy

----- Original message -----

From: [REDACTED]

Date: 2026-05-22 1:15 p.m. (GMT-04:00)

To: "Penney, Nicole" <Nicole.Penney@novascotia.ca>, "Wallace, Lisa" <Lisa.Wallace@novascotia.ca>, gopublic@cbc.ca, halifax@globalnews.ca, iris@halifaxexaminer.ca

Cc: Blake Williams <blake.williams@nspower.ca>, Carley Freeman <carley.freeman@nspower.ca>, Chris Lanteigne <chris.lanteigne@nspower.ca>, Jennifer Ross <jennifer.ross@nspower.ca>, Lisa Forsey <lisa.forsey@nspower.ca>, Sofia Reiner <sofia.reiner@nspower.ca>, Premier <PREMIER@novascotia.ca>, info@macgillivraylaw.com, Kings West Constituency Office <chrispalmermla@gmail.com>, Kathleen Murray <kathleen.murray@nspower.ca>, "Mavhunga, Miranda" <Miranda.Mavhunga@novascotia.ca>, Sonia Liao <sonia.liao@nspower.ca>, "Lawson, Hollie" <Hollie.Lawson@novascotia.ca>, "Kozera, Kenzie N" <Kenzie.Kozera@novascotia.ca>, "Murdock, Tom E" <Tom.Murdock@novascotia.ca>, "Smith, Chase" <Chase.Smith@novascotia.ca>, Energy and Regulatory Boards Tribunal <Board@novascotia.ca>

Subject: MOTION FOR IMMEDIATE EMERGENCY ORDER: Systemic Economic Duress and Failure to Enforce Regulation 6.5(3) (Matter No. M12733)

Ms. Wallace and Board Staff,

I am writing to formally place on the record that by failing to immediately issue an Emergency Stay of Enforcement, which I have been requesting for months now, this Board is actively enabling severe economic duress against my family.

This morning, your office officially acknowledged and logged Exhibit L-9 LINCOLN (NSEB) RIR-1. That exhibit contains Nova Scotia Power's own documentation, which provides the absolute mathematical proof of direct triple-billing, data manipulation, and contracts that completely lack the customer signatures mandated by Regulation 6.5(3).

The evidence proving these violations came directly from Nova Scotia Power's own submission. The utility has been caught lying to me, lying to the Dispute Resolution Officer, and submitting fraudulent metrics to this Board.

It is completely unacceptable that the Board continues to follow a slow, procedural paperwork charade while possessing black-and-white proof that a regulated monopoly has unlawfully extracted between \$20,000.00 and \$50,000.00 from my family.

By forcing a disabled veteran managing service-connected injuries to endure continued procedural delays while Nova Scotia Power runs an active collection clock to demand \$1,776.00 by June 8th, you are actively weaponizing your own administrative backlog to cause direct financial and physical harm.

The burden of proof has been failed by the utility for months. The evidence of fraud is now completely verified on your own public portal. I demand that this Board stop enabling

a lawless monopoly, immediately action my request, and issue an Immediate Emergency Stay Order to freeze this account. Start a full forensic audit and start the full restitution for the clear stolen funds Nova Scotia Power has been allowed to get away with

while being enabled by the board even with mountains of clear black and white evidence proving not only regulatory failure and multiple unlawful acts.

This matter isnt just the responsibility of the board to regulate a lawless monopoly but to also protect the consumers that this monopoly is clearly in multiple ways cheating

and stealing from. This systemic failure is not only in my interest after clearly proving all of these violations but in the provincial public interest as there are at minimum 13000 others they are currently doing the same things to about to hit a massive

class action against NSP and anyone enabling the failures of this lawless monopoly and not supporting the protections by law given to consumers, which are currently being violated by the enabling of NSP's actions.

Respectfully beyond frustrated,

Dave Lincoln
Disabled Veteran

Sent from my Galaxy

----- Original message -----

From: "Penney, Nicole" <Nicole.Penney@novascotia.ca>

Date: 2026-05-22 9:38 a.m. (GMT-04:00)

To: [REDACTED]

Cc: Blake Williams <blake.williams@nspower.ca>, Carley Freeman <carley.freeman@nspower.ca>, Chris Lanteigne <chris.lanteigne@nspower.ca>, Jennifer Ross <jennifer.ross@nspower.ca>, Lisa Forsey <lisa.forsey@nspower.ca>, Sofia Reiner <sofia.reiner@nspower.ca>, Premier <PREMIER@novascotia.ca>, info@macgillivraylaw.com, "Wallace, Lisa" <Lisa.Wallace@novascotia.ca>, gopublic@cbc.ca, halifax@globalnews.ca, iris@halifaxexaminer.ca, Kings West Constituency Office <chrispalmermla@gmail.com>, Kathleen Murray <kathleen.murray@nspower.ca>, "Mavhunga, Miranda" <Miranda.Mavhunga@novascotia.ca>, Sonia Liao <sonia.liao@nspower.ca>, "Lawson, Hollie" <Hollie.Lawson@novascotia.ca>, "Kozera, Kenzie N" <Kenzie.Kozera@novascotia.ca>, "Murdock, Tom E" <Tom.Murdock@novascotia.ca>, "Smith, Chase" <Chase.Smith@novascotia.ca>, Energy and Regulatory Boards Tribunal <Board@novascotia.ca>

Subject: FORENSIC EVIDENCE UPDATE TO EXHIBIT L-9: Combined Timelines and Stated Metric Tables Confirm Direct Triple Billing and Fraudulent Data Manipulation (Matter M12733)

Good morning,

This will acknowledge receipt of your additional correspondence received on May 22, 2026.

The documents provided has been added to Exhibit L-9 LINCOLN (NSEB) RIR-1.

Regards,

NICOLE PENNEY (she/her)
Administrative Assistant to Lisa Wallace, Chief Clerk of the Board
Nova Scotia Energy Board
T 902 424 1332
TF 1 833 809 0040

Statement of Confidentiality

This message (including any attachments) may contain private or protected information meant for a specific person or organization.

If you received this by mistake, please let the sender know, do not communicate the content, and delete the email from your system.
Thank you.

From: [REDACTED]

Sent: May 22, 2026 1:07 AM

To: Wallace, Lisa <Lisa.Wallace@novascotia.ca>; Penney, Nicole <Nicole.Penney@novascotia.ca>;
gopublic@cbc.ca;

halifax@globalnews.ca; iris@halifaxexaminer.ca

Cc: Blake Williams <blake.williams@nspower.ca>; Carley Freeman <carley.freeman@nspower.ca>; Chris Lanteigne <chris.lanteigne@nspower.ca>;
Jennifer Ross <jennifer.ross@nspower.ca>; Lisa Forsey <lisa.forsey@nspower.ca>;
Sofia Reiner <sofia.reiner@nspower.ca>; Premier <PREMIER@novascotia.ca>;

info@macgillivraylaw.com; Kings West Constituency Office

<chrispalmermla@gmail.com>; Kathleen Murray <kathleen.murray@nspower.ca>; Mavhunga, Miranda <Miranda.Mavhunga@novascotia.ca>;

Sonia Liao <sonia.liao@nspower.ca>; Lawson, Hollie <Hollie.Lawson@novascotia.ca>;
Kozera, Kenzie N <Kenzie.Kozera@novascotia.ca>;

Murdock, Tom E <Tom.Murdock@novascotia.ca>; Smith, Chase <Chase.Smith@novascotia.ca>; Energy and Regulatory Boards Tribunal <Board@novascotia.ca>

Subject: FORENSIC EVIDENCE UPDATE TO EXHIBIT L-9: Combined Timelines and Stated Metric Tables Confirm Direct Triple Billing and Fraudulent Data Manipulation

(Matter M12733)
Importance: High

** EXTERNAL EMAIL / COURRIEL EXTERNE **

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Ms. Wallace and Board Staff,

I am formally submitting the attached image to supplement Exhibit L-9 LINCOLN (NSEB) RIR-1. The "Past electric use"

data table printed on Nova Scotia Power's own invoice completely destroys their entire case and provides the mathematical proof of systemic billing fraud.

This proof of non-compliance includes the initial 2017 invoice submitted directly by Nova Scotia Power in their final

filing. From October 3 to November 15, 2017—my very first 43-day baseline cycle when my hot tub was fully connected and running, and while contractors were actively drawing heavy power for a \$60,000 major home renovation—my household consumed an average of only 37.1 kWh per day.

As the attached table explicitly documents, Nova Scotia Power logs my Sep 25 billing cycle as covering a massive,

unauthorized 182 days. Directly underneath that entry, they list separate, active billing periods for Jul 25 (63 days), May 25 (63 days), and Mar 25 (56 days).

This is the definitive proof of direct triple billing. A standard utility cycle is 60 days. Nova Scotia Power charged

me separately for March, May, and July, and then forcefully rolled a 182-day calculation matrix directly over top of those exact same three cycles to fabricate a fraudulent balance.

Furthermore, their own table documents that during this 182-day period, my actual physical consumption was a low

residential baseline of 22.0 kWh per day, which perfectly matches their stated metric of \$4.30 per day. My true energy usage for that entire half-year period was only \$782.82 for 6 full months, yet i was charged \$803 per month for those same 6 months totalling

\$4818. Thats an incredible theft from anyone let alone a disabled Veteran.

This completely exposes their data manipulation. To build their arrears story, they used unverified estimations in

May and July to claim my usage spiked to 78.8 kWh and 74.2 kWh per day. Yet, for the 182-day September window covering that exact same summer timeline, the computer records my actual usage at 22.0 kWh per day. It is physically impossible for a household baseline

to drop by over 70% across the same period, or for a home to consume two to three times more power years later—with the hot tub completely disconnected for four years, all lighting upgraded to energy-efficient LEDs, and zero construction tools running—than

it did during its initial major renovation phase.

By using unauthorized ghost agreements, Nova Scotia Power overrode their own daily usage system to demand \$803.00

a month and manufacture an artificial \$4,530.81 arrears balance. They literally billed me for more than six months' worth of actual electricity in a single 30-day window.

They lied to me, they lied during the DRO process, and they have submitted fraudulent metrics to this Board. I am

demanding that the Board immediately void this fabricated balance, strike their non-compliant filings, issue an Immediate Emergency Stay Order, order a full forensic audit since my home purchase in Sept of 2017 to the present day, and enforce the full restitution

owed to me for the literal theft of thousands of dollars stolen from a DISABLED VETERAN.

Shameful this has gone on for years unchecked and this matter has been in dispute for over 4 months with the board

continuing to enable this lawless company to steal money when the proof has been in front of you all for months. And yet the board just approved a new rate increase while having all of this evidence of the clear non compliance in front of you and knowing 13000+

others are experiencing the same issues. I hope you are all ready for accountability when this class action hits because its coming and the enabling will stop. This unauthorized and unlawful extraction of funds without a valid signed agreement meets every

hallmark of predatory corporate fraud, and by failing to act, this Board is operating in systemic complicity to allow these violations of law to continue without consequence.

It is incredibly shameful that a disabled veteran with PTSD and MDD and multiple physical injuries, has to fight

a corrupt lawless monopoly and still have to fight the regulatory body for them

when the proof has been in front of both. This is the true definition of Intentional infliction of emotional damage and the harm this continued stress causes to me and my family

both mentally and physically exacerbating all of my injuries all because a lawless monopoly has never been held accountable for their clear blatant willful non compliance with their own regulations and the law, and the board enabling them to continue this

pattern for over 9 years of failed standard evals.

NOTE: Both attached screenshots come directly from NSP's own filings provided to me by Ms. Wallace herself, while

failing to address the clear violations i have had to point out, instead passing it along enabling NSP to continue to harm my family and me, and withhold funds proven to be stolen by NSP from me.

Respectfully beyond frustrated,

Dave Lincoln
Disabled Veteran

Sent from my Galaxy

----- Original message -----

From: "Wallace, Lisa" <Lisa.Wallace@novascotia.ca>

Date: 2026-05-20 4:48 p.m. (GMT-04:00)

To: [REDACTED] "Penney, Nicole" <Nicole.Penney@novascotia.ca>, gopublic@cbc.ca, halifax@globalnews.ca, iris@halifaxexaminer.ca

Cc: Blake Williams <blake.williams@nspower.ca>, Carley Freeman <carley.freeman@nspower.ca>, Chris Lanteigne <chris.lanteigne@nspower.ca>, Jennifer Ross <jennifer.ross@nspower.ca>, Lisa Forsey <lisa.forsey@nspower.ca>, Sofia Reiner <sofia.reiner@nspower.ca>, Premier <PREMIER@novascotia.ca>, info@macgillivraylaw.com, Kings West Constituency Office <chrispalmermla@gmail.com>, Kathleen Murray <kathleen.murray@nspower.ca>, "Mavhunga, Miranda" <Miranda.Mavhunga@novascotia.ca>, Sonia Liao <sonia.liao@nspower.ca>, "Lawson, Hollie" <Hollie.Lawson@novascotia.ca>, "Kozera, Kenzie N" <Kenzie.Kozera@novascotia.ca>, "Murdock, Tom E" <Tom.Murdock@novascotia.ca>, "Smith, Chase" <Chase.Smith@novascotia.ca>, Energy and Regulatory Boards Tribunal <Board@novascotia.ca>

Subject: RE: M12733 NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay Following Board Admission of Regulatory Non-Compliance

Mr. Lincoln,

That document was provided to you by NS Power in an email today at the same time it was sent to the Board. I attach the document again here for your ease of reference. The redacted version is what gets uploaded onto our public database and protects you from your personal information being viewable to the public - we do not post a confidential version on our public database.

I hope this answers your concerns.

LISA WALLACE

Chief Clerk

Nova Scotia Energy Board

T 902 424 1332 Ext. 9291

TF 1 833 809 0040

F 902 424 3919

Statement of Confidentiality

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or organization. If you received this by mistake, please let the sender know, do not communicate the content, and delete the email from your system. Thank you.

From: [REDACTED]
[REDACTED]

Sent: May 20, 2026 4:39 PM

To: Penney, Nicole <Nicole.Penney@novascotia.ca>; Wallace, Lisa
<Lisa.Wallace@novascotia.ca>;

gopublic@cbc.ca;

halifax@globalnews.ca; iris@halifaxexaminer.ca

Cc: Blake Williams <blake.williams@nspower.ca>; Carley Freeman

<carley.freeman@nspower.ca>; Chris Lanteigne <chris.lanteigne@nspower.ca>;

Jennifer Ross <jennifer.ross@nspower.ca>; Lisa Forsey <lisa.forsey@nspower.ca>;

Sofia Reiner <sofia.reiner@nspower.ca>; Premier

<PREMIER@novascotia.ca>;

info@macgillivraylaw.com; Kings West Constituency Office

<chrispalmermla@gmail.com>; Kathleen Murray <kathleen.murray@nspower.ca>; Mavhunga,
Miranda <Miranda.Mavhunga@novascotia.ca>;

Sonia Liao <sonia.liao@nspower.ca>; Lawson, Hollie <Hollie.Lawson@novascotia.ca>;

Kozera, Kenzie N <Kenzie.Kozera@novascotia.ca>;

Murdock, Tom E <Tom.Murdock@novascotia.ca>; Smith, Chase

<Chase.Smith@novascotia.ca>; Energy and Regulatory Boards Tribunal

<Board@novascotia.ca>

Subject: RE: M12733 NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay

Following Board Admission of Regulatory Non-Compliance

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

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Ms. Wallace,

Your previous email explicitly stated that you were enclosing "a copy of the full contents of Exhibit L-11" for the

completeness of my file. Let the record be entirely clear: you have still not

provided me with the confidential, protected document (PCON) that Nova Scotia Power uploaded to your secure server.

I have still not been provided with whatever secret file they are using against me. I have absolutely no idea what is in that document because it has been completely hidden from my view.

This is a severe and ongoing violation of procedural fairness. A regulated utility monopoly cannot submit secret, classified evidence to a public regulator to support an unverified \$4,530.81 debt balance while actively blocking the consumer from reading it. While this entire balance came from a fraudulent agreement made with a third party without my consent or power of attorney which was admitted to by NSP in writing in your possession both violating my legal rights.

If this hidden document contains the alleged payment contracts, my position remains absolute: I have never once signed a single contract with Nova Scotia Power, nor have I ever received a single document to sign.

Hiding this file from the account holder proves that Nova Scotia Power completely lacks the customer signatures mandated by Regulation 6.5(3). I am demanding that the Board order Nova Scotia Power to immediately release an unredacted copy of that hidden file directly to this open thread where the media is watching, or strike Exhibit L-11 entirely from the record.

Respectfully beyond frustrated,

Dave Lincoln
Disabled Veteran

Sent from my Galaxy

----- Original message -----

From: "Penney, Nicole" <Nicole.Penney@novascotia.ca>

Date: 2026-05-20 2:28 p.m. (GMT-04:00)

To: [REDACTED]
cbcnsightsout@cbc.ca

Cc: Blake Williams <blake.williams@nspower.ca>, Carley Freeman <carley.freeman@nspower.ca>, Chris Lanteigne <chris.lanteigne@nspower.ca>, Jennifer Ross <jennifer.ross@nspower.ca>, Lisa Forsey <lisa.forsey@nspower.ca>, Sofia Reiner <sofia.reiner@nspower.ca>, Premier <PREMIER@novascotia.ca>, "Wallace, Lisa" <Lisa.Wallace@novascotia.ca>, info@macgillivraylaw.com, Kings West Constituency Office <chrispalmermla@gmail.com>, Kathleen Murray <kathleen.murray@nspower.ca>, "Mavhunga, Miranda" <Miranda.Mavhunga@novascotia.ca>, Sonia Liao <sonia.liao@nspower.ca>, "Lawson, Hollie" <Hollie.Lawson@novascotia.ca>, "Kozera, Kenzie N" <Kenzie.Kozera@novascotia.ca>, "Murdock, Tom E" <Tom.Murdock@novascotia.ca>, "Smith, Chase" <Chase.Smith@novascotia.ca>, Energy and Regulatory Boards Tribunal <Board@novascotia.ca>

Subject: RE: M12733 NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay Following Board Admission of Regulatory Non-Compliance

Good afternoon,

This will acknowledge receipt of correspondence regarding the above matter received by the Board on

May 20, 2026. It has been directed to the Board and staff and posted as Exhibit L-10 in Matter No. M12733 on the Board's public website.

Thank you,

NICOLE PENNEY (she/her)

Administrative Assistant to Lisa Wallace, Chief Clerk of the Board

Nova Scotia Energy Board

T 902 424 1332

TF 1 833 809 0040

Statement of Confidentiality

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If you received this by mistake, please let the sender know, do not communicate the content, and delete the email from your system.

Thank you.

From: [REDACTED]

Sent: May 20, 2026 12:49 PM

To: Penney, Nicole <Nicole.Penney@novascotia.ca>; Wallace, Lisa

<Lisa.Wallace@novascotia.ca>;

cbcnsightsout@cbc.ca

Cc: Blake Williams <blake.williams@nspower.ca>; Carley Freeman

<carley.freeman@nspower.ca>; Chris Lanteigne <chris.lanteigne@nspower.ca>;

Jennifer Ross <jennifer.ross@nspower.ca>; Lisa Forsey <lisa.forsey@nspower.ca>;

Sofia Reiner <sofia.reiner@nspower.ca>; Premier

<PREMIER@novascotia.ca>;

info@macgillivraylaw.com; Kings West Constituency Office

<chrispalmermla@gmail.com>; Kathleen Murray <kathleen.murray@nspower.ca>; Mavhunga,

Miranda <Miranda.Mavhunga@novascotia.ca>;

Sonia Liao <sonia.liao@nspower.ca>; Lawson, Hollie <Hollie.Lawson@novascotia.ca>;

Kozera, Kenzie N <Kenzie.Kozera@novascotia.ca>;

Murdock, Tom E <Tom.Murdock@novascotia.ca>; Smith, Chase
<Chase.Smith@novascotia.ca>; Energy and Regulatory Boards Tribunal
<Board@novascotia.ca>
Subject: RE: M12733 NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay
Following Board Admission of Regulatory Non-Compliance

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

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Dear Ms. Wallace and Board Staff,

I am writing to formally place my fourth power bill since this dispute began directly onto the record to supplement Exhibit L-9, which was officially acknowledged by your office yesterday afternoon (May 19, 2026) [Context].

Less than 24 hours after I met the Board's strict deadline to submit my formal Information Request responses, Nova Scotia Power (NSP) retaliated by issuing a new statement demanding \$1,776.00 due on June 8, 2026, tied to an unverified account balance of \$4,530.81. Which i will note NSP has yet to file.

This invoice is direct, unarguable proof of the predatory billing and active economic duress that this Board is willfully permitting.



Proof of Systemic Collusion and Board Non-Compliance:

Defiance of the Mandatory Stay (Regulation 6.5-3): I formally appealed the DRO's final decision

on March 4th—within 24 hours of its release—after the DRO avoided every single regulatory failure I raised [Context]. For four consecutive billing cycles, the Board has sat on its hands and refused to enforce the mandatory stay of enforcement.

Enforcing a Disputed, Illegal Amount: By permitting NSP to issue a \$1,776.00 demand while my appeal

is active, the Board is actively helping a monopoly collect a debt built entirely on "ghost agreements" that the Board itself is currently interrogating

under Request IR-4b [Context].

Weaponizing the May 1st Rate Hike: This bill explicitly applies the newly approved May

1, 2026 rate increases to a frozen, disputed profile [Context]. The Board has rushed to guarantee the utility's new revenue streams while completely ignoring its statutory

duty to protect consumers from unverified charges.

Final Demand for Administrative Action:

You do not collect on a debt first and check if it is legal months later. By acknowledging my clear evidence of statutory

breaches in Exhibit L-9 and refusing to halt this billing, the Board is no longer just "failing to regulate"—you are operating in active collusion with Nova Scotia Power to force a disabled veteran into an unlawful financial position.

I demand an Immediate Emergency Stay Order to freeze this \$1,776.00 invoice and halt all collection activity until a formal ruling is issued on NSP's failure to produce the signed contracts required by Regulation 6.5(3) [Context].

Respectfully,

Dave Lincoln
Disabled Veteran

Sent from my Galaxy

----- Original message -----

From: "Penney, Nicole" <Nicole.Penney@novascotia.ca>

Date: 2026-05-20 9:27 a.m. (GMT-04:00)

To: Dave Lincoln [REDACTED]

Cc: Blake Williams <blake.williams@nspower.ca>, Carley Freeman <carley.freeman@nspower.ca>, Chris Lanteigne <chris.lanteigne@nspower.ca>, Jennifer Ross <jennifer.ross@nspower.ca>, Lisa Forsey <lisa.forsey@nspower.ca>, Sofia Reiner <sofia.reiner@nspower.ca>, Premier <PREMIER@novascotia.ca>, info@macgillivraylaw.com, Kings West Constituency Office <chrispalmermla@gmail.com>, Kathleen Murray <kathleen.murray@nspower.ca>, "Mavhunga, Miranda" <Miranda.Mavhunga@novascotia.ca>, "Wallace, Lisa" <Lisa.Wallace@novascotia.ca>, Sonia Liao <sonia.liao@nspower.ca>, "Lawson, Hollie" <Hollie.Lawson@novascotia.ca>, "Kozera, Kenzie N" <Kenzie.Kozera@novascotia.ca>, "Murdock, Tom E" <Tom.Murdock@novascotia.ca>, "Smith, Chase" <Chase.Smith@novascotia.ca>, Energy and Regulatory Boards Tribunal <Board@novascotia.ca>

Subject: M12733 NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay Following Board Admission of Regulatory Non-Compliance

Good morning,

This will acknowledge receipt of Response to IRs regarding the above matter received by the Board on May 19, 2026. It has been directed to the Board and staff and posted as Exhibit L-9 in Matter No. M12733 on the Board's public website.

Thank you,

NICOLE PENNEY (she/her)
Administrative Assistant to Lisa Wallace, Chief Clerk of the Board
Nova Scotia Energy Board
T 902 424 1332
TF 1 833 809 0040

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If you received this by mistake, please let the sender know, do not communicate the content, and delete the email from your system.
Thank you.

From: Dave
Lincoln [REDACTED]
Sent: May 19, 2026 4:31 PM
To: Penney, Nicole <Nicole.Penney@novascotia.ca>
Cc: Blake Williams <blake.williams@nspower.ca>; Carley Freeman <carley.freeman@nspower.ca>; Chris Lanteigne <chris.lanteigne@nspower.ca>; Jennifer Ross <jennifer.ross@nspower.ca>; Lisa Forsey <lisa.forsey@nspower.ca>; Sofia Reiner <sofia.reiner@nspower.ca>; Premier <PREMIER@novascotia.ca>; info@macgillivraylaw.com; Kings West Constituency Office <chrispalmermla@gmail.com>; Kathleen Murray <kathleen.murray@nspower.ca>; Mavhunga, Miranda <Miranda.Mavhunga@novascotia.ca>; Wallace, Lisa <Lisa.Wallace@novascotia.ca>; Sonia Liao <sonia.liao@nspower.ca>; Lawson, Hollie <Hollie.Lawson@novascotia.ca>; Kozera, Kenzie N <Kenzie.Kozera@novascotia.ca>; Murdock, Tom E <Tom.Murdock@novascotia.ca>; Smith, Chase <Chase.Smith@novascotia.ca>; Energy and Regulatory Boards Tribunal <Board@novascotia.ca>
Subject: Re: M12733 NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay
Following Board Admission of Regulatory Non-Compliance
Importance: High

** EXTERNAL EMAIL / COURRIEL EXTERNE **

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SUBMISSION OF IR-1 RESPONSES AND FORMAL DEMAND FOR IMMEDIATE STAY OF ENFORCEMENT
UNDER REGULATION 6.5-3 REGARDING UNLAWFUL MONOPOLY NON-COMPLIANCE

Dear Ms. Wallace, Ms. Mavhunga, and the Nova Scotia Utility and Review Board,

I am in receipt of the Information Requests (IRs) issued on April 28, 2026, and I provide this full response by the May 20 deadline. However, I must emphasize that the Board has still not addressed the core issues I raised in my previous correspondence, including the legality of the alleged agreements, the lack of consent, the fraudulent "arrearage," the hot tub disconnection, and the ongoing enforcement of a disputed DRO amount while my appeal is active.

In addition, it is concerning that NS Power has never passed the Board's review in the nine years the Board has been examining it, yet a rate increase was approved while the Board is staring at evidence that NS Power is operating in clear non-compliance with its own regulations and, I believe, the law itself. Approving a rate increase for an organization that has yet to ever pass an evaluation and is systematically in non compliance, while peoples' rates continue to climb, only shows that the Board is allowing NS Power to continue not meeting basic standards and engaging in clearly unlawful behaviour. The Board is supposed to regulate NS Power, not approve increases for a company that has never been held accountable.

Below, I provide full, detailed answers to the Board's questions. I also reiterate, point by point, the issues that have not been resolved, many of which appear to be shared by thousands of other customers now preparing a class action against NS Power for the same misconduct.

1. Home Profile

What is the approximate size of your home?

My home is approximately 2,500 square feet.

How much of your home is heated?

Only 3 of the 5 bedrooms are heated at most, primarily to conserve costs. The main living area is barely heated, and I have drastically reduced overall heating due to the escalating costs imposed by NS Power.

How many people live in your home?

There are currently 4 people living in the home. For most of the relevant period, the household consisted of 5 people, and at one point there were 6 people.

2. Major Electricity Uses

What are the main items in your home that use electricity (e.g., electric heat, hot water tank, hot tub, large appliances)?

The main electrical loads are the same basic household appliances, the hot water tank, the hot tub, and electric baseboard heat, although the baseboard heat is usually off. All appliances were purchased new in 2017 and are energy efficient.

How often is each of these items typically used?

Usage is no more than normal household use, if even that. I have minimized appliance use wherever possible due to the high bills.

3. Changes in Electricity Usage

Have you installed or stopped using a hot tub?

Yes. The hot tub was used from 2017 through approximately 2021-2022. It broke almost 4 years ago and has been completely disconnected from the electrical panel and has received no power since.

Have you changed your heating habits (such as under heating to save money)?
Yes, drastically. I now heat only 2-3 bedrooms and barely heat the main living area, because of the increasingly high costs and the financial pressure caused by NS Power's disputed billing and agreements.

Has the number of people living in your home changed?
Yes. The household was 5 people for most of the time living here, and my eldest daughter moved out approximately 2 years ago, bringing the number back down to 4. My costs were raised even though there are fewer people in the home.

Have you added or removed any other major equipment?
The hot tub was removed from the electrical panel after it broke. No other major equipment has been added.

4. Hot Tub Specifics

During what specific time periods was the hot tub used?
The hot tub was used from 2017 until approximately 2021-2022, when it broke.

When did you stop using the hot tub?
Approximately 2021-2022.

Was the hot tub still receiving power even when it was not being used?
No. It has been completely disconnected from the electrical panel for almost 4 years and has received no power.

5. Efficiency and Investigation Steps

Have you changed your heating habits to reduce electricity use?
Yes. I only heat part of the home, turn off all other heat, and minimize appliance

use to reduce consumption as much as possible.

Have you had a professional energy audit completed?

No. I have asked NS Power multiple times over the years to arrange an Efficiency Nova Scotia audit, and I was told I would have to pay them even more money for it, so it never happened.

Has an electrician reviewed your system to investigate your usage?

No. I asked NS Power for an approved list of electricians who could review the system, and I never received a response.

Have you taken any other steps to reduce or look into your power consumption?

Yes. All light fixtures have been replaced with LED bulbs. I avoid using most devices unless necessary, barely heat the home, and the hot tub has been medically necessary for my injuries but has been disconnected for nearly 4 years.

Unresolved Concerns the Board Has Failed to Address

Despite the Board's questions to NS Power, the following issues remain unanswered and unaddressed:

No Signed Agreement: The Board itself has questioned NS Power's compliance with Regulation 6.5, explicitly asking how NS Power can be compliant "if no signed agreements exist." NS Power has had multiple opportunities to produce these agreements and has still not produced a single agreement, signed or unsigned, that supports the charges being collected. Any money collected under these alleged "agreements" therefore lacks a legal foundation.

Third Party Agreement Without Consent: I provided consent for VAC to speak with NS Power, not for VAC to form a contract on my behalf. NS Power unilaterally

accepted a payment arrangement from VAC that exceeded my actual usage by over \$300/month, without my signature and without Power of Attorney. This is not a valid contract and should not be enforceable.

Use of Already Admitted Overcharges as Arrears: NS Power has admitted to over-billing me by over \$300/month, yet the Board is allowing NS Power to collect "arrears" based on those same overcharges. That is mathematically and legally indefensible.

Violation of Mandatory Stay (Reg 6.5 3): NS Power wrote on the same day as the DRO decision that it would begin enforcing the new amount, clearly violating the 12 day stay period for appeal. I did not even receive 12 hours before enforcement began. The Board is allowing NS Power to collect while the matter is under active appeal.

Hot Tub Still Blamed After 4 Year Disconnection: NS Power continues to use the hot tub as a justification for high estimates, despite the fact that it has been broken and disconnected for almost 4 years. This is not honest, factual, or regulatory compliant.

No Energy Audit or Technical Review: I have repeatedly asked NS Power to send out Efficiency NS or an approved electrician to review my home, and I was always told I would have to pay more. They have never done so. There is no technical investigation supporting NS Power's estimates.

Systemic Non Compliance and Class Action Level Conduct: NS Power has not passed the Board's review in nine years and is now facing a class action from over 13,000+ (and growing) customers who report identical issues: disputed agreements, third party arrangements, broken hot tubs, no audits, and predatory billing. The Board is aware of this pattern, yet it continues to allow NS Power to

operate and raise
rates while in clear non compliance.

Demand for Immediate Relief

Given the above, I respectfully demand:

An Immediate Stay of Enforcement of all disputed amounts stemming from invalid or non consented "agreements," over-billed usage, or third party arrangements.

Full Reversal of all charges collected based on:

The fraudulent "arrears"

The hot tub that has been disconnected for 4 years

The third party VAC arrangement with no signature or Power of Attorney

Repayment of all amounts collected in excess of my actual usage, which NS Power has already admitted exceeds legitimate charges.

Formal confirmation that NS Power cannot enforce any disputed amount while this appeal is ongoing, in accordance with Regulation 6.5 3 and the Board's duty to protect consumers.

If the Board Continues its Failure to Act

If the Board continues its failure to act and continues to enable the unlawful and blatant non-compliance of this power monopoly to continue, I will file a formal statutory appeal with the Nova Scotia Court of Appeal.

I will also immediately escalate this matter to:

The Office of the Premier

Relevant federal and provincial veterans' advocates

The media, to expose the systemic over-billing, regulatory failure, and the use of predatory billing against disabled veterans.

I have copied the Premier of Nova Scotia on this email so they are fully aware of the unresolved issues and the Board's ongoing inaction.

The Board is supposed to regulate Nova Scotia Power and to protect consumers from the monopoly running wild, but with the inaction in this matter and the recent rate increase, you have only shown that the Board is willing to pad the pockets of a non-compliant and unlawful entity that has yet to pass its own evaluation even once. You continue to allow NS Power to operate with minimal consequences, while legitimate customers like me are left bearing the financial and emotional burden. There are now at least 13,000 people and climbing daily who are preparing to file a full class action lawsuit against NS Power; the Board's failure to act in this case appears, at the very least, like a failure to protect vulnerable citizens, and in the worst case, like wilful tolerance or collusion. This conduct is so far outside the public interest that I will be including the Board in the class action level legal review of this situation.

If this were any other organization that had failed to meet its basic standards for over nine years, it would have been shut down or closed rather than being rewarded with rate increases that enable a powerful monopoly to continue harming consumers who have no meaningful choice but to pay. That is the position I am in as a disabled veteran, and I believe the Board has a duty to correct it now, not later.

Respectfully,
Dave Lincoln
Disabled Veteran

From: Penney,
Nicole <Nicole.Penney@novascotia.ca>

Sent: 28 April 2026 15:55

To: [REDACTED]

Cc: Blake Williams <blake.williams@nspower.ca>; Carley Freeman <carley.freeman@nspower.ca>; Chris Lanteigne <chris.lanteigne@nspower.ca>; Jennifer Ross <jennifer.ross@nspower.ca>; Lisa Forsey <lisa.forsey@nspower.ca>; Sofia Reiner <sofia.reiner@nspower.ca>; Premier <PREMIER@novascotia.ca>; info@macgillivraylaw.com <info@macgillivraylaw.com>; Kings West Constituency Office <chrispalmermla@gmail.com>; Kathleen Murray <kathleen.murray@nspower.ca>; Mavhunga, Miranda <Miranda.Mavhunga@novascotia.ca>; Wallace, Lisa <Lisa.Wallace@novascotia.ca>; Sonia Liao <sonia.liao@nspower.ca>; Lawson, Hollie <Hollie.Lawson@novascotia.ca>; Kozera, Kenzie N <Kenzie.Kozera@novascotia.ca>; Murdock, Tom E <Tom.Murdock@novascotia.ca>; Smith, Chase <Chase.Smith@novascotia.ca>
Subject: M12733 NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay Following Board Admission of Regulatory Non-Compliance

Good afternoon,

This will acknowledge receipt of your correspondence received today.

It has been directed to the Board and staff and posted under the External Tab in Matter No. M12733 on the Board's public website.

Thank you,

NICOLE PENNEY (she/her)

Administrative Assistant to Lisa Wallace, Chief Clerk of the Board
Nova Scotia Energy Board

T 902 424 1332

TF 1 833 809 0040

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Thank you.

From: [REDACTED]

Sent: April 28, 2026 3:22 PM

To: Penney, Nicole <Nicole.Penney@novascotia.ca>; Kathleen Murray <kathleen.murray@nspower.ca>; Smith, Chase <Chase.Smith@novascotia.ca>; Murdock, Tom E <Tom.Murdock@novascotia.ca>; Kozera, Kenzie N <Kenzie.Kozera@novascotia.ca>; Kings West Constituency Office <chrispalmermla@gmail.com>; Premier <PREMIER@novascotia.ca>; info@macgillivraylaw.com; Mavhunga, Miranda <Miranda.Mavhunga@novascotia.ca>; Wallace, Lisa <Lisa.Wallace@novascotia.ca>
Cc: Blake Williams <blake.williams@nspower.ca>; Carley Freeman <carley.freeman@nspower.ca>; Chris Lanteigne <chris.lanteigne@nspower.ca>; Jennifer Ross <jennifer.ross@nspower.ca>; Lisa Forsey <lisa.forsey@nspower.ca>; Sofia Reiner <sofia.reiner@nspower.ca>; Sonia Liao <sonia.liao@nspower.ca>; Lawson, Hollie <Hollie.Lawson@novascotia.ca>
Subject: NOTICE OF PROCEDURAL NULLITY: Immediate Demand for Stay Following Board Admission of Regulatory Non-Compliance

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Dear Ms. Wallace and Ms. Mavhunga,

I am in receipt of the Information Requests (IRs) issued on April 28, 2026. While I will provide a full response to the usage queries by the May 20th deadline, the Board's

own requests to Nova Scotia Power (NSP) have now confirmed the following:

1. Admission of Statutory Breach (Request IR-4):

The Board has formally questioned NSP on its compliance with Regulation 6.5. By asking NSP to explain how they are compliant "if no signed agreements exist," the Board has admitted that a signed contract

is a mandatory legal threshold. Since NSP has already failed twice to produce these signatures, the Board is currently facilitating the enforcement of a debt that has no legal foundation.

2. Admission of Lack of Consent (Request IR-5):

The Board is now questioning the involvement of third parties (VAC/Mitzi). Let the record be clear: I provided consent for VAC to speak with NSP, not to form a contract on my behalf. NSP

unilaterally accepted a payment plan from a third party that exceeded my actual usage by over \$300/month without my signature and without Power of Attorney.

3. Ongoing Breach of Mandatory Stay (Regulation 6.5-3):

Despite these admissions, the Board is allowing NSP to continue collecting the disputed DRO amount—including the fraudulent "arrears" that are the backbone of this entire case. For two months, the Board has sat by while NSP violates the Mandatory

Stay of Enforcement.

Current Usage Facts for the Record:

My home is 2,500 sq. ft., but only 3 of 5 bedrooms are heated at most to conserve costs. All light fixtures have had been replaced with LED lights to conserve power. Main living area barely is heated.

All appliances were purchased new in 2017 and are energy-efficient.

The hot tub—which NSP uses to justify high estimates—has been broken and completely disconnected

for almost 4 years.

NSP has admitted to overbilling me by over \$300/month, yet you are allowing them to collect "arrears" based on those very overcharges. And the new DRO amount which i have directly appealed

on March 4th less than 24 hours after the DRO's final decision after avoiding every regulatory issue i raised. But NSP wrote on the same day of the DRO decision they will start enforcing the new amount clearly violating the 12 day stay for my chance to appeal.

I didnt even get 12 hours.

I have also asked NS Power for years multiple times to send out efficiency NS to go through my home they have stated only if i paid even more money to them so they have never been through.

Conclusion:

The fact that the Board is now "seeking information" to see if NSP is in compliance proves that you cannot allow enforcement to continue. You do not collect on a debt first and check if it's legal later.

I am reiterating my demand for an Immediate Stay of Enforcement. If the Board continues to facilitate this \$21,000+ theft while admitting

the legal threshold hasn't been met, I will proceed with the media strategy tomorrow morning. This is only talking about the amounts they have

already taken from and been paid by me they are now withholding the money they already stole off the non-existent "agreements" and go with these predatory billing and economic duress they are forcing upon me as i have called out their clear, willful and blatant non compliance.

Respectfully,

Dave Lincoln
Disabled Veteran

Sent from my Galaxy

----- Original message -----

From: "Penney, Nicole" <Nicole.Penney@novascotia.ca>

Date: 2026-04-28 1:45 p.m. (GMT-04:00)

To: Kathleen Murray <kathleen.murray@nspower.ca>

Cc: Blake Williams <blake.williams@nspower.ca>, Carley Freeman

<carley.freeman@nspower.ca>, Chris Lanteigne <chris.lanteigne@nspower.ca>,
Jennifer Ross <jennifer.ross@nspower.ca>, Lisa Forsey <lisa.forsey@nspower.ca>,
Sofia Reiner <sofia.reiner@nspower.ca>, Sonia
Liao <sonia.liao@nspower.ca>, "Wallace, Lisa" <Lisa.Wallace@novascotia.ca>,
[REDACTED] "Lawson, Hollie" <Hollie.Lawson@novascotia.ca>

Subject: M12733 - NSPI DRO Appeal - Billing Issues - Dave Lincoln

Good afternoon,

Please see attached Information Requests in PDF and Word format, issued on behalf of Board staff regarding the above referenced matter.

NS Power's attention is drawn to the due date of Wednesday, May 20, 2026, for a response.

Thank you,

NICOLE PENNEY (she/her)
Administrative Assistant to Lisa Wallace, Chief Clerk of the Board
Nova Scotia Energy Board
T 902 424 1332
TF 1 833 809 0040

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This message (including any attachments) may contain private or protected information meant for a specific person or organization.

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Thank you.

\$1,598.00

**Domestic
to Sep 12, 2025**

Multiplier	kWh used
1	13646
1	9635-

.42

.00

\$2,135.42

.02

.83

.03

782.82

.60

.31

-128.71

***Billing process
update:
nspower.ca/billing***

**Your average cost of
electricity during this
period was \$4.30
per day before taxes.**

Past electric use:

Bill date	Energy used	No. of days	kWh per day
Sep 25	4011	182	22.0
Jul 25	4672	63	74.2
May 25	4983	63	78.8
Mar 25	6552	56	117





Summary



Podcast



Weekdays 8am-6pm
www.nspower.ca

\$1,598.00

**Domestic
to Sep 12, 2025**

Multiplier	kWh used
1	13646
1	9635-

.42
.00

\$2,135.42

.02
.83
.03

782.82

.60
.31

-128.71

\$2,789.53

**Billing process
update:
nspower.ca/billing**

**Your average cost of
electricity during this
period was \$4.30
per day before taxes.**

Past electric use:

Bill date	Energy used	No. of days	kWh per day
Sep 25	4011	182	22.0
Jul 25	4672	63	74.2
May 25	4063	63	78.8
Mar 25	6552	56	117
Jan 25	6330	63	100
Nov 24	3985	60	66.4



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Summary



Podcast



Lincoln DRO Appeal (NSEB M12733)
NSPI Responses to NSEB Information Requests

4

PARTIALLY CONFIDENTIAL

CONFIDENTIAL Lincoln DRO Appeal Attachment 6 Page 65 of 70

Nova Scotia POWER
Nova Scotia Power Inc.
PO Box 946, Halifax Nova Scotia B3J 2V7
Any questions? Please call us at 1-800-428-6230
Weekdays 8am-6pm
www.nspower.ca

Account Number [REDACTED] Equal Bill Amount due Oct 07 \$1,598.00

DAVID C LINCOLN
Service address [REDACTED]

Domestic
Service from Mar 14 to Sep 12, 2025

Meter number	Rate code	No. of days	New meter read	Last meter read	Multiplier	kWh used
2262377	038	182	155779.00	142132.92	1	13846
2262377	038	126	151767.92	142132.92	1	9635-

Your meter was read on Sep 12, 2025
Billing date Sep 17 Includes payments received by Sep 17

Amount owing from last bill 2,940.42
Payment received Sep 02 - Thank you -905.00
Balance owing after last payment \$2,135.42

Energy charges:
Base Charge \$19.17/month 115.02
Energy 13846 kWh x \$0.18561 2,532.83
Energy 9635 kWh -1,865.03
Total energy charges 782.82

Other charges
Tax: HST (11831 4938 RT) 109.60
Provincial Rebate -239.31
Total other charges -128.71

Total Account Balance \$2,789.53

Equal Bill: Owing \$795.00 Current \$803.00 Due \$1,598.00

Interest on overdue amounts is calculated at 1.5 % per month or part thereof (19.56% per annum).

Web Access # [REDACTED]

Billing process update:
nspower.ca/billing

Your average cost of electricity during this period was \$4.30 per day before taxes.

Past electric use:

Bill date	Energy used	No. of days	kWh per day
Sep 25 4011	182	22.0	
Jul 25 4072	83	74.2	
May 25 4903	83	78.8	
Mar 25 0502	86	117.0	
Jan 25 0330	83	100.5	
Nov 24 3085	80	88.4	
Sep 24 4653	82	75.0	



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Report an outage

OUTAGE INFORMATION

Affected Customers: 1,551

Start Time: Monday, May 25, 4:03 PM

Estimated Time of Restoration :
Monday, May 25, 10:15 PM

Cause: Trees On Line

Magnify/Zoom

Help



Report an outage

OUTAGE INFORMATION

Affected Customers: 1,551

Start Time: Monday, May 25, 4:03 PM

Estimated Time of Restoration :
Monday, May 25, 11:15 PM

Cause: Trees On Line

Magnify/Zoom

Help

North Kingston

Kingston

101

Greenwood Mills

TREMONT

ROCKVILLE NOTCH

Harmony

Crystal Falls

South Tremont

Brooklines

Google

Map data ©2026 Google 2 km

Report an outage

OUTAGE INFORMATION

Affected Customers: 4,672

Start Time: Monday, May 25, 4:03 PM

Estimated Time of Restoration : Monday, May 25, 11:15 PM

Cause: Trees On Line

Magnify/Zoom

Help

361

Greenwood Millar Aviation Museum

2

EAST TREMONT

REMONTE

ROCKVILLE NOTCH

Harmony

Google

Map data ©2025 Google

2 km

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