

RESPONSE TO NOVA SCOTIA POWER'S SEPTEMBER 8, 2026 SUBMISSION
M13034 – Customer Complaint – Jefferson Crabtree

September 15, 2026

Lisa Wallace
Chief Clerk
Nova Scotia Energy Board
1601 Lower Water Street, 3rd Floor
Halifax, NS B3J 3S3

Re: M13034 – Customer Complaint – Jefferson Crabtree

Dear Ms. Wallace:

This letter responds point by point to NSP's September 8 submission, then sets out eighteen questions and the specific relief I am asking the Board to order. In short, NSP's own conduct after July 24 shows that a court application and a second installation attempt can and should proceed at the same time, not one after the other.

It is approximately 10 degrees Celsius outside tonight as I write this response, and I still do not have electrical service at my property. NSP processed payment for WO 9650930 on May 21, nearly four months ago. Aside from measuring the route, placing stakes, and later replacing stakes that had been removed, no construction work has been completed onsite. I respectfully ask the Board to keep M13034 active and to decline Nova Scotia Power's request for an open-ended abeyance.

I am not asking NSP to abandon the court process it now considers prudent. I am asking that the court process not become another reason to do nothing. These two solutions are not mutually exclusive. I ask the Board to require NSP, within five business days, to proceed on two tracks at the same time: (1) commence and pursue its proposed court application on an expedited basis, including interim relief if appropriate; and (2) make a second good-faith installation attempt with external or corporate security present and clear instructions to contact the RCMP if the work is actually stopped or a disturbance occurs. If the Board considers five business days impracticable for either step, NSP should be required to identify the earliest date it can act and to provide specific reasons why it cannot act sooner.

The central issue is not whether NSP may seek a court order. A court order may well be prudent now. The issue is why NSP did not take that step when the problem first became apparent, why responsibility for NSP's own easement was repeatedly shifted to me in the meantime, and why I should now bear the consequences of NSP waiting until September to decide that a court order was necessary. I have tried throughout to move this project forward: warning NSP, asking it to contact the neighbouring owners, coordinating with the RCMP, responding to NSP's requests, and paying the additional contribution NSP demanded.

1. The dispute with my neighbour

NSP cannot create the dispute with my neighbour by telling me to resolve its easement problem, then rely on the resulting dispute as a reason not to provide service.

NSP's September 8 submission describes an "acrimonious dispute" between me and the neighbouring property owners and says that NSP intends to leave the dispute between us. That characterization ignores NSP's role in how this situation developed.

There was no pre-existing dispute between me and the neighbouring property owners that NSP happened to stumble into. The conflict at issue here developed around this electrical installation and the neighbouring property owners' attempts to prevent NSP from exercising its easement. More importantly, NSP repeatedly told me that problems involving NSP's own easement were matters that I needed to resolve directly with my neighbour.

I warned NSP as early as June 15 that its stakes had been removed, and I specifically encouraged NSP to begin whatever process it normally uses when a property owner interferes with its easement, before that interference caused further costs and delays. Rather than taking meaningful action at that stage, NSP repeatedly treated issues arising under its own easement as though they were my responsibility.

That happened with the vegetation issue. NSP initially told me that because the trees were on my neighbour's property, responsibility for trimming them was "solely between you and your neighbour," even though the easement grants NSP the right to clear vegetation necessary for its work. I pushed back because I did not have NSP's easement rights and could not simply enter another person's property and exercise them myself. After the matter was discussed with a supervisor, NSP corrected that position and said its crew would take care of the branches.

More importantly, after NSP's contractor was actually stopped on July 24, NSP again told me in writing: "This matter needs to be resolved between you and your neighbour. Once it is settled, please let us know, and we can proceed with the pole work."

That instruction matters. NSP was expressly telling me that the installation would not proceed unless I dealt directly with the neighbouring property owners and somehow resolved their objections to NSP's own easement.

I did what I reasonably could to move the project forward. I communicated with the neighbouring property owners and my lawyer. I coordinated with the RCMP. I repeatedly contacted NSP. When the neighbouring property owners eventually sent correspondence setting out their objections, I provided that correspondence to NSP.

I did not provide that letter to NSP because I believed the neighbouring property owners' legal arguments were valid, nor did I provide it to suggest that some new dispute had arisen that should prevent NSP from returning. I provided it as a courtesy, to help NSP prepare for the second installation attempt that I understood it was planning.

At that point NSP had told the Board that external security would be necessary, and I understood that NSP was preparing to return with security. The neighbouring property owners' letter was therefore useful information for NSP and its security personnel: it showed the types of legal arguments, allegations, and objections they could reasonably expect to encounter when they returned. My purpose was to help NSP's personnel prepare for those objections, not to be caught off guard by them again.

NSP's September 8 submission now appears to turn my attempt to help it prepare into another reason not to attend the property at all. NSP specifically refers to the correspondence I supplied when explaining its increased concern and its request that this complaint effectively be placed on hold.

That is backwards. Providing NSP with information intended to help it prepare for another installation attempt should not be transformed into a reason for NSP not to make that attempt. Nor can NSP reasonably have instructed me to resolve these matters directly with my neighbours, and then point to the resulting communications as evidence that there is now an “acrimonious dispute” from which NSP should distance itself.

NSP cannot have it both ways. It cannot repeatedly tell its customer, in effect, “this is between you and your neighbour; resolve it and come back to us,” and then, when the customer actually attempts to do exactly that, say “this has become an acrimonious dispute between you and your neighbour, so we do not want to become involved.”

NSP was already involved. It is NSP's easement. It is NSP's installation. It was NSP's contractor that was stopped. And it was NSP that repeatedly directed me toward dealing personally with the neighbouring property owners rather than promptly exercising or protecting its own easement rights.

I do not suggest that NSP is responsible for the neighbouring property owners' conduct, or for every hostile statement they have made. But NSP's own handling of the easement problem plainly contributed to putting me in the middle of a dispute that fundamentally concerned NSP's right to perform its work. NSP should not now be permitted to rely on the predictable consequences of that approach as justification for further withholding service.

The acrimony followed the power dispute. The power dispute did not follow the acrimony.

That distinction matters. This is not an unrelated private feud that suddenly made an otherwise routine NSP project unsafe. The dispute developed because the neighbouring property owners objected to NSP exercising its easement, NSP repeatedly declined to take ownership of that problem, and NSP repeatedly told me to address it directly with them.

NSP now says, after obtaining legal advice, that its easement is valid. I agree, and that should simplify matters. NSP does not need me to persuade the neighbouring property owners that the easement is valid. It needs to properly brief its employees and contractors on its own legal position, take reasonable precautions for their safety, pursue the court order it now considers prudent, and return to the property to attempt the work.

2. NSP's early knowledge of the interference

NSP knew about the interference well before September.

This matter did not suddenly become a legal or safety problem on September 8. NSP knew no later than June 15 that the neighbouring owner was interfering with the route of its registered easement. That early warning, and NSP's response to it, is the proper starting point for assessing the present delay.

On June 15 I advised NSP that the red stakes placed by its planner on the neighbouring property had been removed. I provided the registered easement, quoted the covenant that the Grantor would not disturb or otherwise interfere with the Distribution Line or Easement, and expressly wrote that I did not know NSP's process for addressing a property owner who interferes with its easement, but I encouraged NSP to start that process then, before further costs and delays resulted.

That gave NSP an opportunity to decide, before another crew was sent, whether it needed legal advice, security, direct communication with the Grantors, a court order, or some combination of those steps. I again asked NSP later in June to make sure the neighbouring owners were contacted about their obligations under NSP's easement before the situation escalated. My point was straightforward: this was NSP's easement, and I wanted NSP to take responsibility for exercising and protecting it before the problem got worse.

The warning became concrete on July 24, when NSP's contractor was actually stopped from completing the pole work. If NSP believed judicial assistance was required, that was an obvious point to seek it. Instead, NSP again told me the matter needed to be resolved between me and my neighbour.

A court application may well be prudent now. My objection is not that NSP is seeking one. My objection is that NSP waited until September to decide that one was necessary, has not identified that it has even filed the application, and now proposes that I bear the consequences of that delay through several more undefined weeks without service.

The older easement history provides useful context, but it is not the main issue before the Board. The subdivision and title arrangements dating to 2007 already contemplated a driveway right-of-way, a 20-foot no-build zone, and utility access between the resulting parcels. During my 2023 purchase, the utility arrangement was modernized and confirmed through a specific NSP easement executed by Jay Neil and Zoe Battis. That easement was registered on November 28, 2023, before I acquired 214 New Harbour Road on November 29. NSP has now obtained legal advice and says that easement is valid.

3. NSP shifting responsibility to me

NSP repeatedly shifted responsibility for its easement to me.

Despite having been warned in June, NSP repeatedly treated problems involving its own easement as though they were mine to resolve directly with the neighbouring owners. That matters because NSP now characterizes the resulting conflict as an "acrimonious dispute" between private parties and says it wants to leave that dispute to us.

One example involved vegetation. On June 29, NSP's Resolve team told me that because the branches were on my neighbour's property, responsibility for trimming them lay solely between me and the neighbour, and that NSP could not schedule work until the matter was resolved. I pointed NSP to the easement, explained that NSP held the vegetation-clearing rights and that I did not have an independent right to enter the neighbour's property, and asked NSP to follow its normal procedure for an uncooperative landowner. After discussion with a supervisor, NSP's planner corrected that position on July 2 and said NSP's crew would take care of the branches and return for restaking.

The same problem returned on July 24. NSP's contractor was stopped, but NSP's written response again told me: "This matter needs to be resolved between you and your neighbour." NSP held the easement, NSP's contractor had been stopped from exercising it, and I had already asked NSP more than a month earlier to begin whatever process it uses when a Grantor interferes. Yet I was again being told to solve NSP's own easement problem myself.

NSP cannot repeatedly direct its customer to resolve interference with NSP's easement personally, and later distance itself from the predictable resulting conflict by calling it a private acrimonious dispute with

which NSP wants nothing to do. The acrimony followed the power dispute. The power dispute did not follow the acrimony.

4. The 2023 easement and transaction

The easement and the 2023 transaction are not the unresolved issue NSP once treated them as.

I do not ask the Board to adjudicate every allegation the neighbours have made about the 2023 transaction. NSP itself now says, after obtaining legal advice, that it believes its easement is valid and recognizes its statutory duty to provide service to me. That should narrow the issue considerably.

The property had a 2007 easement that already granted access and utility rights, but during the 2023 sale, my lawyer raised concerns about whether the existing arrangements were sufficient for the intended NSP electrical service. To address those concerns and facilitate the sale, the seller's lawyer approached the neighbouring owners, and Jay Neil and Zoe Battis signed a new, specific 40-foot easement directly in favour of Nova Scotia Power. The easement was executed by Jay Neil and Zoe Battis and registered on November 28, 2023, before I acquired the property on November 29.

My report on title identified the 40-foot NSP utility easement. The older subdivision arrangements also contemplated utility access through this corridor. The 2023 instrument therefore did not invent the concept of utility access from nothing; it modernized and confirmed the arrangement in NSP's favour, with the then-current owners' consent, as part of resolving the title concerns raised during my purchase.

I want to be clear that I do not accept the neighbouring property owners' allegation that the easement is invalid or was obtained improperly. NSP has now obtained legal advice and says that it believes its easement is valid. The contemporaneous documentation from my 2023 purchase also shows that the easement was specifically identified and addressed before closing.

There is also an important problem with the neighbours attempting to characterize me as somehow responsible for the circumstances in which the easement was created. The easement was already in place before the property was transferred into my name. I was the purchaser, not the owner seeking to sell the property, when the easement was obtained.

If, contrary to both my position and NSP's present legal position, the easement had somehow been obtained through deception for the purpose of facilitating the sale of the property, the apparent beneficiary of that alleged deception would have been the seller, not me. I purchased the property only after the easement issue had been specifically raised during my legal review and addressed before closing.

Indeed, I would appear to be one of the parties harmed by such a scenario. The availability of electrical service through the NSP easement was material to the property I was purchasing and its value. I proceeded with the transaction in reliance on the easement having been properly secured. I also obtained title insurance in connection with the purchase, which may provide protection if a defect affecting the easement or my title were ever established.

I emphasize that I do not believe any such defect exists. If a court were ultimately to determine otherwise, the consequences of that finding, including any rights I may have arising from my purchase or under my title insurance policy, would be matters for another forum. They would not change the fact

that I acquired the property after the easement had been put in place, rather than participating in whatever alleged impropriety the neighbouring property owners now claim occurred.

The practical question for this complaint is therefore service: if NSP says the easement is valid, what exactly prevents it from briefing its crews on that legal position, taking reasonable security precautions, and attempting the installation while any additional court relief is pursued in parallel?

NSP's earlier responses show why this matters. At several stages, its staff appeared uncertain about who was responsible for exercising rights granted directly to NSP. The Board should not allow that earlier uncertainty to be converted into an open-ended delay now that NSP says it has obtained legal advice and considers the easement valid.

I remain willing to provide NSP with the contemporaneous 2023 transaction documents if they would assist its court application.

5. The July 24 work stoppage

NSP cannot have it both ways about what happened on July 24.

NSP's September 8 submission relies on two explanations that need to be separated. At several points, NSP treated the neighbours' legal objections as though those objections themselves prevented the work from proceeding. Its July 24 correspondence specifically recorded the neighbour's argument about a supposed "residential" versus "commercial" limitation, and then told me the matter had to be resolved between us. NSP now says, however, that its easement is valid.

If the workers stopped on July 24 because the neighbouring owner raised legal objections they were not prepared to assess, that is principally an NSP preparation and instruction problem. NSP can brief its employees and contractors, before they return, that its legal advice is that the easement is valid and that a repeated "residential versus commercial" objection does not, by itself, require them to abandon the work.

If, on the other hand, the neighbouring owners intimidated, threatened, or otherwise created a genuine safety risk for NSP's workers on July 24, NSP should say exactly what happened. Who was threatened or intimidated? What was said or done? And why was the RCMP not called while the alleged safety problem was occurring in real time, with NSP's contractor physically present at the property?

There may have been both a legal disagreement and a safety concern. My point is not that the two are logically impossible. My point is that NSP cannot move back and forth between them without identifying what actually happened and what it has done to address each problem. If the problem was legal uncertainty, brief the crew. If the problem was actual intimidation or obstruction, use security and call the RCMP. Neither explanation justifies simply doing nothing for several more weeks.

The chronology makes the present safety explanation particularly important to examine. After July 24, NSP continued advancing the project: it proposed further attendance, developed a plan involving corporate or external security, requested \$7,980 for potential rock breaking, negotiated that amount down to a \$2,000 deposit, accepted the contribution, and on August 24 formally told the Board it was working on a plan to complete the work safely with external security.

NSP cannot have it both ways: treating the neighbour's legal objections as serious enough that its contractor properly stopped work, while also treating the same event as evidence of a physical danger so serious that NSP cannot return even with the security arrangements it later developed. It should identify the actual risks, address them proportionately, and continue toward installation.

6. July 24 as the turning point

July 24 should have triggered concrete action.

On July 24, NSP's contractor was actually stopped from completing the pole work. At that point there was no longer a hypothetical concern: NSP had firsthand knowledge that a landowner was objecting to, and interfering with, work under the easement.

If NSP believed a court order was necessary to protect its employees or clarify enforcement, July 24 was an obvious point to begin that process. Instead, NSP told me to resolve the matter with my neighbour, cancelled the proposed August 1 installation on July 28, and then continued advancing the project in other respects. See Exhibits 6 and 7.

This is the core timing issue I ask the Board to examine. I am not criticizing NSP for considering court relief. I am asking why a remedy NSP now presents as necessary was not pursued when the factual basis for it was already known, and why the customer should bear additional weeks or months of delay caused by that late change in strategy.

7. The rock-breaking charges

NSP continued advancing the work and requested \$7,980 after July 24.

NSP's conduct after July 24 is difficult to reconcile with the proposition that work could not proceed without first obtaining a court order. In August, NSP continued treating WO 9650930 as an active project and requested \$7,980 from me for potential rock breaking for seven holes. See Exhibit 8.

I did not have \$7,980 available. I objected that rock breaking had not been a prerequisite after the original May scope, nor before the crew first attended on July 24. Rather than terminating or freezing the project because a court order was supposedly required, NSP negotiated with me and agreed to accept a \$2,000 deposit, with any additional amount to be reconciled based on the rock breaking actually required. I agreed and arranged payment. NSP then issued a revised quote and, on August 13, confirmed that the customer contribution had been paid in full. See Exhibits 8 and 9.

If the events of July 24 made it unsafe or legally impossible for NSP to continue without first obtaining a court order, why did NSP continue planning the work, request \$7,980 in additional funding for that work, negotiate the amount down to a \$2,000 deposit, and accept that deposit? The chronology suggests that NSP itself did not treat a court order as a prerequisite at the time.

8. My coordination with the RCMP

I coordinated with the RCMP while NSP developed a security plan.

While NSP continued planning the work, I took active steps to address the safety concern. I communicated with the RCMP about the possibility of another disturbance when NSP returned. On

August 17, I contemporaneously advised the RCMP that NSP had told me it planned to return on August 18 and would bring its “corporate security team.” See Exhibit 10.

On August 31, the RCMP responded in writing: “Please call if a disturbance occurs when NS power is on site.” That written instruction confirms the practical safety arrangement that was already in place before NSP changed course on September 8: I had engaged the RCMP, and the RCMP had committed to respond if the neighbouring owners created a disturbance while NSP was on site.

I also provided NSP with recent correspondence I had received from the neighbouring property owners' counsel, so that NSP's security personnel could understand in advance what arguments or objections they might encounter, material I had already provided to the RCMP for the same reason. I sent that material to NSP as a courtesy because NSP had told me it intended to return with security. I did not send the neighbour's letter to NSP as evidence that a new obstacle had arisen, and I certainly did not intend my effort to help NSP prepare its security team to become a new excuse for delaying the installation. NSP already knew firsthand by July 24 that the neighbour objected to the easement and was willing to stop the work; providing NSP with more information about what its security team might encounter did not create that problem.

9. NSP's August 24 position

On August 24 NSP told the Board that the plan was external security.

The clearest evidence of NSP's change in strategy is its own August 24 submission to the Board. NSP wrote: “Mr. Crabtree and NS Power are working on a plan to complete the work under NS Power's easement safely, but there is a need for external security to be involved.” NSP asked for an extension until September 8 “to either have the work completed or provide the Board with an update on the status of the work.” See Exhibit 11.

This was not merely my understanding of a conversation. It was NSP's formal representation to the regulator, and it aligned with what I had reported to the RCMP on August 17 about NSP bringing its corporate security team.

By September 8, only fifteen days later, NSP had materially changed course. It said it was not prepared to proceed with the installation without law enforcement present if escalation occurred, that it intended to pursue a court order to facilitate law-enforcement attendance, and it asked that the complaint be held in abeyance, warning that service might remain unconnected for several weeks. See Exhibit 12.

NSP's September 8 submission does not identify the event, new evidence, safety assessment, or legal development between August 24 and September 8 that caused it to abandon the external-security plan it had just described to the Board. That should be explained before the Board grants an open-ended abeyance.

10. Why both tracks can proceed together

These solutions are not mutually exclusive.

I am not asking NSP to abandon its proposed court application. If NSP now believes a court order would provide useful additional protection or legal certainty, it should commence that process promptly and

seek expedited or interim relief if appropriate. I will cooperate and provide the contemporaneous 2023 transaction documents if useful.

But these solutions are not mutually exclusive. I ask the Board to require NSP, within five business days, both to commence and pursue the proposed court process on an expedited basis and to make a second good-faith installation attempt using the precautions it had already been developing before September 8.

NSP had already developed a practical safety plan. I was told that corporate security would attend a future installation attempt, and on August 24 NSP itself told the Board that external security was needed as part of the plan to complete the work safely. The RCMP then told me in writing on August 31: "Please call if a disturbance occurs when NS power is on site."

A reasonable approach is to proceed on both tracks at once. NSP should send the crew back with external or corporate security present, brief the crew on NSP's legal position concerning the easement, and give clear instructions that if anyone actually stops or interferes with the work or creates a disturbance, the RCMP should be called. At the same time, NSP can pursue whatever additional court relief its lawyers consider appropriate.

If the installation proceeds without interference, the immediate service problem is solved and the need for further court intervention may be reduced or eliminated. If the neighbouring property owners actually interfere again, NSP will have a fresh incident observed directly by its own employees or contractors, the RCMP can respond to an actual disturbance, and NSP will have additional evidence to support whatever urgent court relief it considers necessary.

What does not make sense is treating the proposed court process as a reason to do absolutely nothing in the meantime, particularly when NSP had not, as of its September 8 submission, identified any court application that had actually been filed. NSP was warned on June 15, and its contractor experienced interference firsthand on July 24. Starting a court process only now should not automatically entitle NSP to put the installation on hold for several more undefined weeks.

The Board does not need to choose between safety and timely service. NSP can take reasonable safety precautions, pursue additional legal protection, and continue trying to fulfill its obligation to provide service at the same time. The court process and the operational installation plan should proceed concurrently, not one after the other.

11. What the court order would actually change

It is not clear that the proposed order changes the practical police response.

NSP should explain what it expects the proposed court order to accomplish operationally. The RCMP has told me that its practical preference is not to station officers at the property waiting for NSP, but to respond if a disturbance occurs when NSP is on site. The August 31 written message is consistent with that: "Please call if a disturbance occurs when NS power is on site."

A court order may give NSP additional legal certainty or make enforcement easier. But it does not itself create police resources or guarantee that officers will wait at the property for an NSP crew whose arrival time may be uncertain. Unless NSP has received a different commitment from the RCMP, NSP will still need to attend the property before there can be interference for police to respond to.

This is another reason the Board should ask whether NSP has communicated directly with the RCMP. Has NSP asked whether a court order would change the RCMP's attendance model? Has the RCMP agreed to attend in advance or remain on site once an order is obtained? If not, what specifically does NSP expect the order to change about the safety arrangements already available?

12. My cooperation throughout

I have been an active and cooperative participant.

The continuing delay is not the result of a failure on my part to cooperate. I have called NSP on approximately 14 separate occasions seeking updates and trying to move the work forward. When NSP identified an obstacle, I tried to address it.

I provided NSP with the easement and title information. I warned NSP about removed stakes. I asked NSP to contact the neighbours before the matter escalated. When NSP told me to deal with the neighbour, I did so, even though I believed NSP should be enforcing its own easement. I retained legal counsel. I coordinated with the RCMP. I provided the neighbour's later correspondence to NSP so that its security personnel would know what arguments might be raised during another attempt. I agreed to and arranged the additional \$2,000 rock-breaking deposit after NSP initially demanded \$7,980. And I remained available for proposed installation dates that did not occur.

NSP communicated several proposed or anticipated return dates that subsequently fell through, including August 1 and August 18. I understood the later plan to involve NSP's own security precautions, and I continued cooperating because NSP repeatedly represented that the installation was moving forward and that I needed to be patient while the obstacles were addressed.

13. The cost of continued delay

Delay now has material financial, health, and safety consequences.

It is approximately 10 degrees Celsius outside tonight as I write this. That fact is relevant to the Board's health and safety role because I am living at the property without electrical service and without a reliable means of heating my trailer. NSP processed payment for WO 9650930 on May 21, 2026; nearly four months later, I still do not have service.

Despite that passage of time, no construction work has actually been completed on site. Aside from measuring the route, placing stakes, and later replacing stakes that had been removed, the poles and line I paid to have installed have not been installed. NSP's contractor attended on July 24, but NSP's own email confirms that the contractor was stopped from completing any work. The result is that nearly four months after payment, the project is still essentially at the staking stage.

At least \$10,775.56 in documented power-infrastructure expenditures has been incurred in connection with preparing for and obtaining this electrical service, including \$5,184.56 paid to NSP for the original line and pole installation, \$3,591.00 paid to Fleetco Electrical Services for the 200A service equipment and priority inspection, and a further \$2,000 customer contribution paid to NSP in August for potential rock breaking.

I made my financial and living arrangements on the reasonable expectation that electrical service for which NSP had accepted payment would actually be installed within a reasonable period. Throughout

the summer, NSP repeatedly represented that the installation was forthcoming and that I needed to be patient while it worked through the obstacles. Had I known in May that I would reach mid-September with no poles installed and no electrical service, I could have made very different decisions. Instead, at least \$10,775.56 has been committed to electrical-service infrastructure and related work. Those are resources that could otherwise have been available for alternative heating or living arrangements. I cannot simply rewind four months and make different choices now.

I understand NSP's responsibility to protect its employees. But health and safety cannot be considered exclusively from NSP's institutional perspective. The most risk-averse course for NSP cannot simply be to transfer all consequences of delay to the customer indefinitely as temperatures fall. There must be a reasonable balance between legitimate precautions for NSP personnel and NSP's acknowledged obligation to provide basic electrical service within a reasonable period.

14. Questions for the Board to put to NSP

I respectfully ask the Board to require NSP to answer the following questions.

On NSP's reliance on the correspondence I provided

1. Why does NSP rely, in its September 8 submission, on correspondence that I voluntarily provided to help NSP and its planned security personnel prepare for another installation attempt, when NSP already knew from its own July 24 experience that the neighbouring property owners objected to its easement? What information in that correspondence materially changed NSP's legal or safety assessment?
2. How does NSP reconcile its repeated instructions that I needed to resolve matters directly with my neighbour, including its July 24 statement that "This matter needs to be resolved between you and your neighbour," with its present reliance on the resulting "acrimonious dispute" as a reason for NSP itself not to proceed?

On NSP's response to the June warnings

3. What concrete steps did NSP take after my June 15 warning that its stakes had been removed and my request that it begin its process for an interfering landowner?
4. When I later asked NSP to contact the neighbouring owners about their obligations under the easement before the matter escalated, what did NSP do in response?
5. Why did NSP repeatedly tell me that vegetation and interference issues involving NSP's registered easement were matters I had to resolve directly with the neighbour, despite the rights granted directly to NSP by the easement?
6. What procedure does NSP normally follow when a grantor obstructs or interferes with an NSP easement, and when was that procedure first initiated here?

On what actually happened July 24

7. If NSP now considers the easement valid, what legal issue does it believe remains for me to resolve with the neighbour before NSP can exercise its easement rights, and have its crews been clearly briefed that the "residential versus commercial" objection does not prevent them from proceeding?

8. Did NSP's employees or contractors feel threatened or intimidated by the neighbouring property owners on July 24? If so, what specifically occurred, who was threatened or intimidated, and why was the RCMP not called while the incident was taking place?
9. If the July 24 work stoppage instead occurred because the neighbouring owner raised the "residential versus commercial" argument and NSP's contractor was uncertain whether it could legally continue, why was the contractor not subsequently instructed that NSP considers the easement valid and that those objections do not prevent NSP from exercising it?
10. Is NSP's present refusal to return based primarily on a legal concern about the validity or scope of the easement, or on a physical safety concern? If NSP says both, what specific facts support each concern, and what steps has NSP taken to address each one separately?
11. What did the later neighbour correspondence change that NSP did not already know firsthand by July 24, and why should correspondence I provided to help NSP prepare its security team become a reason for additional delay?

On NSP's shifting position since July 24

12. If a court order became necessary because of the July 24 work stoppage, why did NSP not instruct counsel to seek one promptly after July 24? Has NSP now actually instructed counsel, prepared an application, or filed it, and if so, on what dates?
13. Why did NSP continue advancing WO 9650930 after July 24, including proposed return dates and its August demand for \$7,980 for potential rock breaking, and why did it negotiate and accept a \$2,000 deposit if court relief was already a prerequisite?
14. On August 24 NSP told the Board that the plan was to complete the work safely with external security. When was that plan abandoned, who made that decision, and what specifically changed between August 24 and September 8?

On the path forward

15. Has NSP itself contacted the RCMP concerning the next installation attempt? If so, when, what assistance did NSP request, and what did the RCMP say it would provide? If not, why not?
16. Has NSP confirmed with the RCMP that obtaining the proposed court order will result in officers attending in advance of NSP's arrival, or remaining on site while the work is completed? If not, what specifically does NSP expect the order to change operationally?
17. Why are the proposed court application and a second security-supported installation attempt being treated as mutually exclusive? Why can NSP not pursue both within five business days, with the crew instructed to call the RCMP if actual obstruction or a disturbance occurs?
18. Given that NSP accepted payment in May, that no construction has been completed beyond measuring, staking, and restaking, and that temperatures are now falling, what concrete date does NSP propose for completing the installation?

15. Requested Board action

I respectfully ask the Board to keep the requested relief focused and practical. The most important relief is concurrent action, not another period of waiting. I ask that the Board:

- decline NSP's request for an open-ended abeyance;
- require NSP, within five business days, to make a second good-faith installation attempt with external or corporate security, a crew briefed on NSP's legal position concerning the easement, and instructions to contact the RCMP if the work is actually stopped or a disturbance occurs;
- require NSP, within the same five-business-day period, to commence and pursue its proposed court application on an expedited basis, including interim relief if appropriate;
- if NSP says either five-business-day requirement is impracticable, require it to identify the earliest date on which it can act and to provide specific evidence explaining why it cannot act sooner;
- require NSP to provide a concrete written plan and timetable for completing WO 9650930, with the court process, security arrangements, and operational scheduling proceeding concurrently rather than sequentially;
- require NSP to explain whether July 24 was principally a legal-objection problem, a worker-safety problem, or both, and what it has done to address each issue separately;
- require NSP to explain what changed between its August 24 external-security plan and its September 8 court-order position, and to report what direct communication it has had with the RCMP;
- require regular status updates to the Board until service is connected; and
- if any temporary abeyance is granted, make it strictly time-limited, with a fixed review date, rather than allowing the complaint to remain dormant for an undefined period.

16. Reservation of rights

I am not asking the Board in M13034 to award damages or compensation. I reserve all rights I may have in another forum arising from the delay, additional costs, representations made during the project, or other loss. That is also a practical reason for NSP to mitigate the continuing consequences now: to the extent the delay ultimately gives rise to compensable loss, completing the installation as soon as reasonably possible limits the period of delay and NSP's potential exposure.

Conclusion

Nearly four months after NSP accepted payment, no poles or line have been installed. NSP knew by June 15 that interference with its easement was likely, and it experienced the problem firsthand on July 24. It did not seek a court order then. Instead, it repeatedly directed me toward dealing with the neighbour, continued advancing the project, accepted additional money, developed a plan involving external security, and told the Board on August 24 that it was working toward completing the installation safely.

I am not asking NSP to abandon the court process it now considers prudent. I am asking that the court process not become another reason to do nothing. These solutions are not mutually exclusive: NSP can seek expedited legal protection and make a second installation attempt with reasonable security precautions and instructions to call the RCMP if actual interference occurs.

Normally, if a service provider accepted payment, failed for months to deliver the service, and could not provide a concrete path forward, a customer could take the business elsewhere. I cannot do that here. NSP is the monopoly electric utility serving my property and much of Nova Scotia; I have no competing distribution utility I can hire to install this service instead. For now, the Board's regulatory process is the practical avenue available to require an accountable path forward.

I respectfully ask the Board to keep M13034 active and to require NSP to proceed on both tracks within five business days. After four months of delay, the answer cannot simply be several more undefined weeks of waiting.

Respectfully submitted,

Jefferson Crabtree

[REDACTED]
Blandford, Nova Scotia

APPENDIX A – CHRONOLOGY OF MATERIAL EVENTS

Date	Material event
2007	Earlier subdivision/title arrangements by the Dufresnes include a driveway right-of-way, a 20-foot no-build zone, and utility-easement rights between the resulting parcels. This history is relevant because utility access through the corridor predates the 2023 transaction.
Nov. 3, 2023	During my purchase, my lawyer forwards the seller's lawyer's draft NSP easement correspondence.
Nov. 17, 2023	Jay Neil and Zoe Battis execute the modern NSP easement as Grantors in favour of Nova Scotia Power.
Nov. 28, 2023	The NSP easement is registered at the Lunenburg County Land Registration Office as Document No. 123407869.
Nov. 29, 2023	I close on 214 New Harbour Road. My lawyer's report on title identifies the 40-foot NSP utility easement and explains that the vendor arranged the easement against neighbouring Lot 03-1 in the driveway location.
May 21, 2026	NSP processes payment for WO 9650930 for the electrical-service installation.
June 15, 2026	I warn NSP that its stakes have been removed, quote the non-interference covenant, and expressly ask NSP to begin its process for an interfering landowner before further costs and delays result.
June 25, 2026	I again raise the problem and ask NSP to make sure the neighbouring owners are contacted about their obligations under NSP's easement before the situation escalates.
June 29, 2026	NSP tells me that trimming vegetation on the neighbouring property is solely between me and the neighbour and says work cannot be scheduled until I resolve it. I point NSP to its own vegetation-removal rights and ask NSP to follow its normal procedure for an uncooperative landowner.
July 2, 2026	After escalation within NSP, its planner reverses the tree-trimming position and says NSP's crew will take care of the branches and that he will return for restaking.
July 24, 2026	NSP's pole contractor is stopped from completing work. NSP tells me the matter must be resolved between me and the neighbour before NSP will proceed.
July 28, 2026	NSP cancels the proposed August 1 installation because of the neighbour issue.
Aug. 11–13, 2026	Despite the July 24 interference, NSP continues advancing the project. It requests \$7,980 for potential rock breaking for seven holes, negotiates a \$2,000 deposit, and then confirms the customer contribution was paid in full.
Aug. 17, 2026	I contemporaneously advise the RCMP that NSP has told me it plans to return August 18

	with its corporate security team.
Aug. 24, 2026	NSP tells the NSEB that it and I are working on a plan to complete the work safely and that external security needs to be involved. NSP asks until September 8 to complete the work or update the Board.
Aug. 31, 2026	The RCMP advises me in writing: "Please call if a disturbance occurs when NS power is on site."
Sept. 8, 2026	NSP changes course. It tells the Board that it is not prepared to proceed without law-enforcement involvement if escalation occurs, that it intends to pursue a court order to facilitate law-enforcement attendance, asks that the complaint be held in abeyance, and states that service may remain unconnected for several weeks.
Sept. 15, 2026	I remain without electrical service. I have not been advised that NSP has filed the proposed court application.

APPENDIX B – EXHIBIT INDEX

Exhibit 1: November 3, 2023 – Email from Derek Schnare forwarding the seller's lawyer's draft easement correspondence.

Exhibit 2: Registered NSP easement, Document No. 123407869, registered November 28, 2023.

Exhibit 3: November 29, 2023 – Crabtree report on title.

Exhibit 4: June 15, 2026 – Email warning NSP about removed stakes and asking it to begin its process for easement interference.

Exhibit 5: June 29–July 2, 2026 – NSP tree-trimming/easement email thread, including NSP's initial position, my request that NSP follow its easement procedure, and NSP's subsequent reversal.

Exhibit 6: July 24, 2026 – NSP email confirming its contractor was stopped and directing me to resolve the matter with the neighbour.

Exhibit 7: July 28, 2026 – NSP email cancelling the proposed August 1 installation.

Exhibit 8: August 11, 2026 – Rock-breaking correspondence showing NSP's \$7,980 request and the negotiated \$2,000 deposit.

Exhibit 9: August 13, 2026 – NSP payment confirmation for the additional customer contribution.

Exhibit 10: August 17 and August 31, 2026 – RCMP correspondence, including the August 17 corporate-security update and the August 31 instruction to call if a disturbance occurs while NSP is on site.

Exhibit 11: August 24, 2026 – NSP submission to the NSEB stating that external security was needed to complete the work safely.

Exhibit 12: September 8, 2026 – NSP submission stating that it intends to pursue a court order to facilitate law-enforcement attendance and that service may remain unconnected for several weeks.

Exhibits 1 through 12 follow this Appendix as separate attachments.

Exhibit 1

November 3, 2023 - Email from Derek Schnare forwarding the seller's lawyer's draft easement correspondence.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Jefferson Crabtree

FW: [REDACTED] -- Crabtree p/f Black

2 messages

Derek Schnare <derek@chesterlaw.ca>

Fri, Nov 3, 2023 at 4:54 PM

To: Jefferson Crabtree [REDACTED]

Hi Jefferson, as discussed.

Thanks,

Derek

From: Derek Schnare <derek@chesterlaw.ca>**Sent:** Friday, November 3, 2023 4:53 PM**To:** 'Kristin Dobrosky' <kristin@kjdlaw.ca>**Cc:** 'Jill Chennell' <jill@chesterlaw.ca>; 'Ryley Norman' <rnorman@pressrealty.ca>**Subject:** RE: 214 New Harbour Road -- Crabtree p/f Black

Good Afternoon Ms. Dobrosky:

Thank you for your email and the draft NSP Easement.

The Grant of Easement is in satisfactory form; I do note, however, that although the sketch appears to have been prepared by the NSP Scoper, Bill Harris, I cannot see his digital signature (approving the sketch). We require the signature to be displayed on the sketch, I believe that the signature will be necessary in order to record the Grant in any event.

I understand that today was the condition date for my client to be satisfied with the installation of utilities. I confirm that my client is prepared to tender his Form 408, thus waiving this Buyer's Condition, on the basis that the Grant of Easement will be approved and signed by NSP, executed by the Grantors, and successfully recorded prior to closing. If, for whatever reason, the NSP Easement is not successfully recorded prior to closing, my client will be at liberty to terminate the Agreement and have his full deposit returned to him.

Trusting that this is satisfactory, the Form 408 can be tendered between the Agents. Please advise if there is any difficulty with the foregoing.

Thanks,

Derek

From: Kristin Dobrosky <kristin@kjdllaw.ca>
Sent: Thursday, November 2, 2023 4:19 PM
To: Derek Schnare <derek@chesterlaw.ca>
Cc: 'Jill Chennell' <jill@chesterlaw.ca>
Subject: Re: [REDACTED] -- Crabtree p/f Black

Hello Mr. Schnare

Thank you for your email. Attached is an un-executed copy of the intended easement agreement.

I can confirm the planned execution of the Easement Agreement is forthcoming.

-K

Kristin Dobrosky Lawyer

BoBM, JD

Dobrosky Law

65A Duke Street

PO Box 272

Chester NS B0J 1J0

902.275.5093

kristin@kjdllaw.ca

www.dobroskylaw.com

The information contained in this e-mail may contain confidential information intended for a specific individual and purpose. The information is private and is legally protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or return e-mail. Thank you.

From: Derek Schnare <derek@chesterlaw.ca>
Sent: October 27, 2023 9:13 PM
To: Kristin Dobrosky <kristin@kjdllaw.ca>
Cc: 'Jill Chennell' <jill@chesterlaw.ca>
Subject: [REDACTED] Road -- Crabtree p/f Black

Good Evening Kristin:

I represent the Purchaser in the above-noted transaction, and I understand that you are representing the Vendor, Shannon Black.

My client and his Realtor are in the process of requesting an extension of the Buyer's Condition / Form 408 deadline under Clause 2.3 of the Vacant Land Schedule in the APS; the reason for this extension request is confirmation regarding the installation of utilities.

The property was advertised as having a power easement over the neighbouring parcel, PID [REDACTED]. I note that while the parcel under conveyance is burdened by an easement in favour of Nova Scotia Power (Document # 88830311), the neighbouring parcel, PID [REDACTED], is not. I fully expect that an Easement in favour of NSP over PID [REDACTED] will be required before the Utility will install any power to the property across PID [REDACTED].

Further to this title objection, I would ask that your client please take the necessary steps to obtain and record an Easement over PID [REDACTED] in favour of Nova Scotia Power. I would ask for the opportunity to review the NSP-approved sketch and the Easement in draft form.

I reserve the right at this early stage to make further title objections.

Thank you, and I look forward to hearing from you.

Derek

Derek R. Schnare

Barrister & Solicitor

Wells, Lamey, Bryson, Schnare & Mailman

P.O. Box 310

24 Pleasant Street

Chester, NS B0J 1J0

Phone: (902) 275-3544

Fax: (902) 275-3473

Derek Schnare <derek@chesterlaw.ca>

Fri, Nov 3, 2023 at 4:56 PM

To: Jefferson Crabtree [REDACTED] >

FYI – the draft Easement is attached

[Quoted text hidden]



NS Power Easement November 2023.pdf
804K

Exhibit 2

Registered NSP easement, Document No. 123407869, registered November 28, 2023.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

For Office Use

Registration district: Lunenburg
Submitter's user number: 19841
Submitter's name: Kristin Dobrosky

In the matter of Parcel Identification Number (PID)

PID	
PID	

(Expand box for additional PIDs, maximum 9 PIDs per form)

LUNENBURG COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded
as shown here.

Rebecca Bond, Registrar

123407869 Document #
NOV 28 2023
MM DD YYYY
9:34 Time
LR ☒ ROD ☐

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

☐ Form 24(s)

☐ Form 8A(s)

Additional information (check appropriate boxes, if applicable):

☐ This Form 24 creates or is part of a subdivision or consolidation.

☐ This Form 24 is a municipal or provincial street or road transfer.

☐ This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

☐ This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney (Note: completion of this section is mandatory)

☐ The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:

- ☐ recorded in the attorney roll
- ☐ recorded in the parcel register
- ☐ incorporated in the document

OR

☒ No power of attorney applies to this document

May 4, 2009

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The registered interests and related information are to be changed as follows:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

The following benefits are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	

The following burdens are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Easement/Right of Way Holder
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Nova Scotia Power Incorporated-Easement/ Right of Way Holder (Burden)
Mailing address of interest holder to be added (if applicable)	PO Box 910, Halifax, Nova Scotia, B3J 2W5
Reference to related instrument in names-based roll/parcel register (if applicable)	

May 4, 2009

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	
---	--

The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	

Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	
--	--

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Chester, in the County of Lunenburg, Province of Nova Scotia, on
November 25th, 2023.



Signature of authorized lawyer

Name: Kristin Dobrosky

Address: 65A Duke Street, Chester, NS B0J 1J0

Phone: 902-275-5093

E-mail: kristin@kjdlaw.ca

Fax: n/a

- ☐ This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS GRANT OF EASEMENT made this 17th day of November, 2023

BETWEEN:

JAY NEIL and ZOE BATTIS
(the "Grantors")

- and -

NOVA SCOTIA POWER INCORPORATED,
a body corporate ("NSPI")

WHEREAS:

1. The Grantors are the owner of a certain property located at 216 New Harbour Road, Lot 03-1, Blandford, in the County of Lunenburg, Province of Nova Scotia, as described in the Warranty Deed recorded as Document Number 112687653, and more particularly identified as Property Identification Number (PID) 60622529, (the "Lands").
2. NSPI wishes to secure a distribution easement over a portion of the Lands.

WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. The Grantor hereby grants to NSPI the free and uninterrupted right, privilege, liberty and easement in perpetuity over, under and through a forty foot (40') wide strip across the Lands as depicted as a right-of-way in the survey attached hereto as Schedule "A" (the "Easement") to do the following:
 - (a) inserting, laying, erecting and maintaining a line or lines of poles, towers, and wires with all necessary foundations, excavations, anchors and guy wires (collectively the "Distribution Line"), for the purpose of conveying electric power and energy in all forms, as well as any and all other communication or other signals capable of being transferred over, under, through and across the Easement;
 - (b) to clear or remove in any manner deemed expedient by NSPI, all vegetation, brush, trees, and other obstructions and impediments to construction, excavation, and maintenance of the Distribution Line upon the Easement and to use any method deemed expedient to keep the Easement clear of trees, vegetation, brush, or other obstructions, and to remove any such trees, vegetation or brush beyond

the limits of the Easement that are deemed a potential hazard to or affect the Distribution Line or the purposes of the Easement;

- (c) to enter upon and across the Easement from time to time with vehicles, machinery, equipment and materials as deemed expedient for any purpose whatsoever to fulfill the privileges granted herein;
- (d) to enter upon any portion of the Lands, immediately adjacent to the Easement, from time to time to access the Easement and as may be reasonably required by NSPI to carry out any of its rights and privileges as herein granted;
- (e) to generally to do all acts necessary to exercise the rights and privileges granted herein together with all rights and privileges necessarily ancillary thereto.

2. The Grantor hereby covenants and agrees with NSPI that it **will not**:

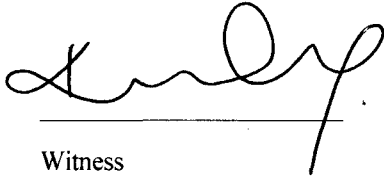
- (a) excavate, drill, install, erect, construct, or permit to be excavated, drilled, installed, erected, or constructed on, under or over the Easement, any foundation, building or other structure or installation, pile material or plant any growth upon the Easement that, in the opinion of NSPI, may interfere with or endanger the Distribution Line;
- (b) disturb or otherwise interfere with the Distribution Line or the Easement;
- (c) plant or establish within the Lands, including the Easement, any trees, shrubs or other vegetation which could encroach and interfere with the Distribution Line or the Easement at any time unless previously consented to by NSPI; or
- (d) remove, damage or retard in anyway, any vegetation established within the Easement as part of the management of the Easement without prior written permission from NSPI;

provided that it is acknowledged by the Grantor herein that should it be in breach of any of the foregoing that NSPI, in its discretion, shall be entitled to remedy the breach at the sole cost of the Grantor.

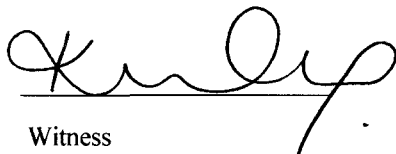
- 3. The Grantor represents and warrants to NSPI that the Grantor has good title in fee simple to the Lands and that the right to grant the Easement as hereby granted. The Grantor will procure any such further assurances as may be reasonably required.
- 4. The Grantor agrees that NSPI may authorize any other utility, service provider, or communications distributor, including without limiting, cable television undertakings or telecommunications carriers, to exercise the easement rights hereby granted and to share the use of the Distribution Line within the Easement.
- 5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, other persons authorized from time to time by NSPI, and all parties' respective heirs, administrators, executors, successors and assigns.

6. This Agreement shall be read with all change of number and gender required by the context.

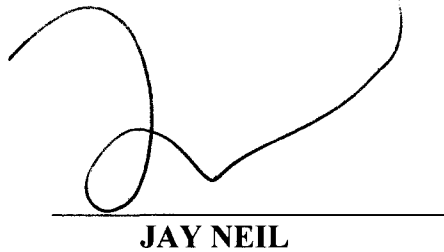
IN WITNESS WHEREOF the Grantor has duly executed this Grant of Easement the day and year first above written.



Witness



Witness



JAY NEIL



ZOE BATTIS

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

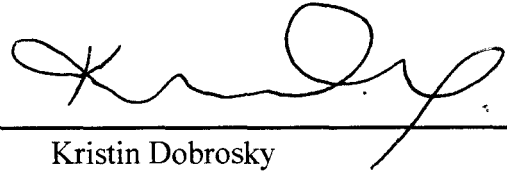
I HEREBY CERTIFY that on the 17th day of November, 2023, **JAY NEIL**, a party of the foregoing Grant of Easement signed and delivered the same in my presence and I have signed as a witness to the same.

A handwritten signature in black ink, appearing to read 'Kristin Dobrosky', written over a horizontal line.

Kristin Dobrosky
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I, HEREBY CERTIFY that on the 16th day of November, 2023, **ZOE BATTIS**, a party of the foregoing Grant of Easement signed and delivered the same in my presence and I have signed as a witness to the same.

A handwritten signature in black ink, appearing to read 'Kristin Dobrosky', written over a horizontal line.

Kristin Dobrosky
A Barrister of the Supreme
Court of Nova Scotia

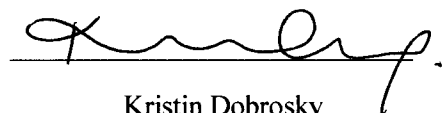
AFFIDAVIT OF SPOUSAL STATUS

PROVINCE OF NOVA SCOTIA)
COUNTY OF LUNENBURG)

We, **ZOE BATTIS** and **JAY NEIL**, both of Blandford, in the County of Lunenburg, Province of Nova Scotia, MAKE OATH AND SAY AS FOLLOWS THAT:

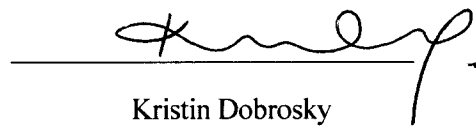
1. We are the Owners/Grantors in the foregoing Grant of Easement and are both of the full age of nineteen (19) years.
2. For the purpose of this our Affidavit, "spouse" includes:
 - (a) Either two persons who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity; or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year;
 - or
 - (b) An individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* (a "domestic partner"), but does not include a former domestic partner.
3. We are not the spouses of each other. Neither one of us has any former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*, or any current or former spouse with rights to the subject Property under the *Matrimonial Property Act*.

SWORN TO at Chester,
in the County of Lunenburg,
Province of Nova Scotia, this 16th day
of November, 2023, before me:

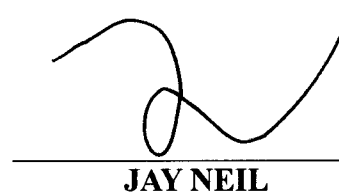


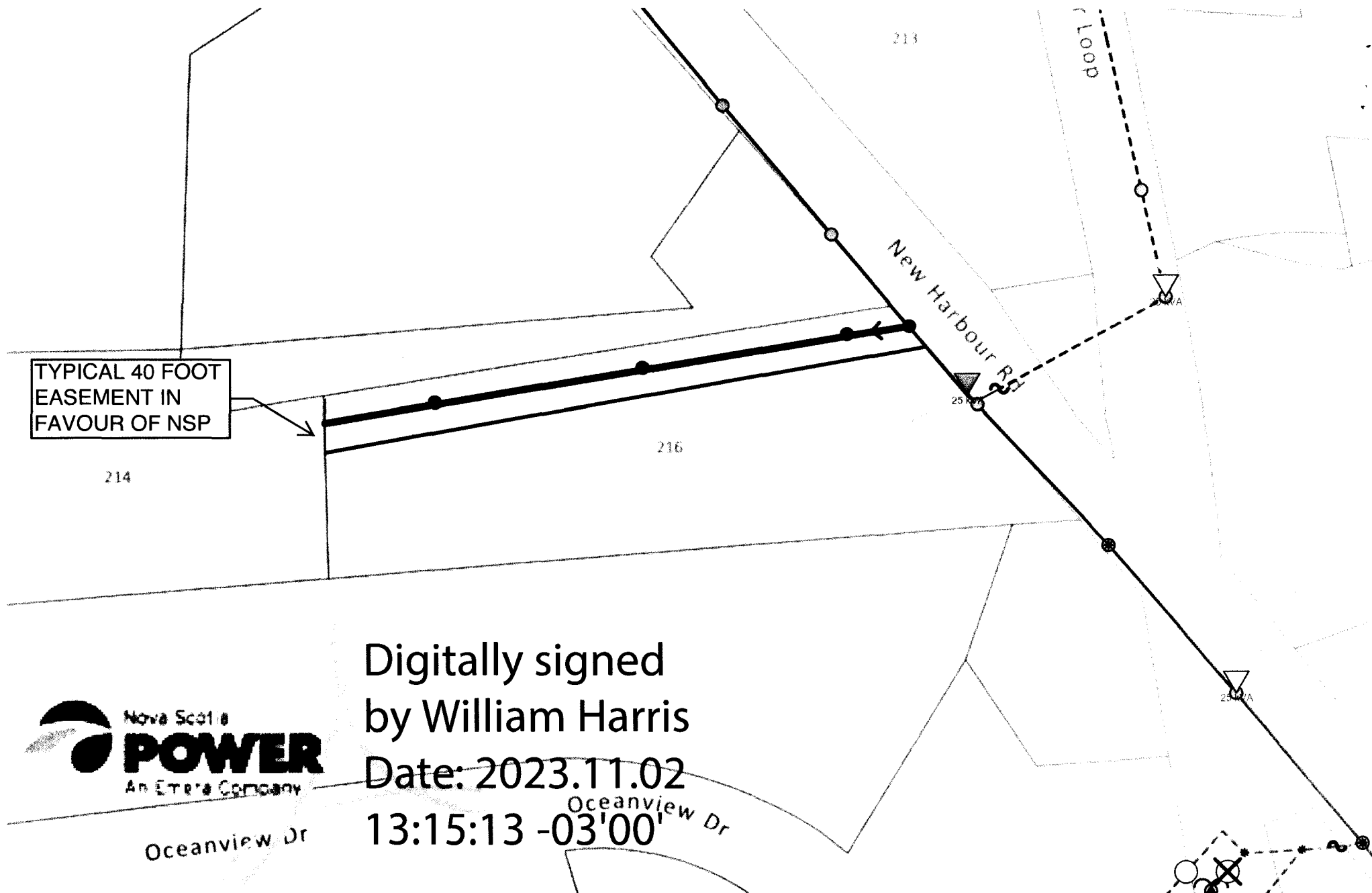
Kristin Dobrosky
A Barrister of the Supreme
Court of Nova Scotia

SWORN TO at Blandford,
in the County of Lunenburg,
Province of Nova Scotia, this 17th day
of November, 2023, before me:



Kristin Dobrosky
A Barrister of the Supreme
Court of Nova Scotia


ZOE BATTIS
JAY NEIL



Digitally signed
by William Harris
Date: 2023.11.02
13:15:13 -03'00'



- | | |
|-----------------|--------------------------|
| ● New Pole | ▼ Existing Transformer |
| ✕ Remove Pole | ▼ New Transformer |
| ○ Existing Pole | □ Existing Service Point |
| Y Guy/Anchor | ■ New Service Point |
| ⦿ Streetlight | — Existing Primary |
| — New Primary | — Existing Secondary |
| | — New Secondary |

Notes:

Planner Name
BILL HARRIS 456-1646

Date
NOV 2/23

Location
216 NEW HARBOUR RD, BLANDFORD

Work Order Number
6355927

Exhibit 3

November 29, 2023 - Report on title (relevant pages).

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.

Wells, Lamey, Bryson, Schnare & Mailman

Barristers - Solicitors - Notaries

Derek M. Wells, K.C.*

Samuel R. Lamey, K.C.*

Joshua E. Bryson, BBA, B.A., LL.B.*

Derek R. Schnare, B.Sc. (Hon.), LL.B.

Jodi D. Mailman, B.A. (Hon.), LL.B.

Erin L. Wagner, B.A., J.D.

Jenny K. Bochner, B.Sc., J.D.

P.O. Box 310
24 Pleasant Street
Chester, Nova Scotia B0J 1J0

Telephone: (902) 275-3544

Fax: (902) 275-3473

Email: reception@chesterlaw.ca

www.chesterlaw.ca

*Incorporated as D.M. Wells Law Inc.

*Incorporated as S.R. Lamey Law Inc.

*Incorporated as Bryson Law Inc.

Jefferson Crabtree

November 29, 2023

Dear *Jefferson*
~~Mr. Crabtree~~:

VIA: Email

RE: Purchase from Black, Lot 03-2, [REDACTED] Blandford, Lunenburg County, [REDACTED]

With respect to the above noted matter, I confirm that, upon closing, you will receive good and merchantable title to the property. Attached for your information is the Land Registration View and property mapping, together with a copy of the 2003 approved plan of subdivision for the property. As discussed, only a licensed Nova Scotia Land Surveyor can provide you with an up-to-date survey and certification regarding the current location, size, dimensions and boundaries of the property, and any visible features on the ground. I confirm that you are satisfied with your physical inspection of the property in this regard and the available survey information, and are prepared to close.

Access to the public highway is over a 15-foot wide right of way which runs along the northern boundary of Lot 03-1, the location of which is shown on the attached plan.

The property is subject to a Restrictive Covenant regarding a 'No Build Zone' over a 20-foot wide strip of land which is located along the eastern boundary of the lot you are purchasing, as shown on the attached plan. Also attached is a copy of the enabling document for this Restrictive Covenant. The adjacent Lot 03-1 is also subject to a similar Restrictive Covenant, effectively creating a 40 -foot wide buffer from development between the properties.

The property is subject to a 40-foot wide Utility Easement in favour of Nova Scotia Power Incorporated (NSPI), a copy of which is attached. As discussed, there was no Utility Easement in favour of NSPI against Lot 03-1 on record, although the sketch attached to the Utility Easement on Lot 03-2 suggests there may have been an intention to grant an easement. As a result, as discussed, we had the vendor grant a 40-foot wide Utility Easement to NSPI in the same location as your driveway.

There are no other benefits, burdens or recorded interests affecting title to the property.

As instructed, I have ordered an owner title insurance policy on your behalf.

Please contact me if you have any questions.

Yours very truly,
WELLS, LAMEY, BRYSON, SCHNARE & MAILMAN

A handwritten signature in blue ink, appearing to read 'Derek R. Schnare', with a long horizontal flourish extending to the right.

DEREK R. SCHNARE
Barrister & Solicitor
DRS/cep
/encl.

Exhibit 4

June 15, 2026 - Email warning NSP about removed stakes and asking it to begin its process for easement interference.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Jefferson Crabtree <[REDACTED]>

Work order 9650930 [REDACTED] tree trimming picture, latest easment, and stakes removed

1 message

Jefferson Crabtree [REDACTED]
To: anna.benson@nspower.ca

Mon, Jun 15, 2026 at 10:22 AM

Good morning,

Thank you for taking my call just a moment ago.

1) Attached is a photo of the tree that needs to be trimmed. I've added a red line to show approximately where it needs to be cut to provide clearance for the planned lines. There are no red stakes in the picture to help visualize this line, more on that in a moment

Mark Hungate of Aspotogan Tree Service 902-212-2923 provided me a quote of \$200 to complete this trimming. I encourage nova scotia power to consider subcontracting to them due to their proximity to the work site. However, due to rising neighbor tensions, I want Nova Scotia Power to direct the work as they are who most clearly has the right to order this work due to the November 2023 easment.

2) Attached is a photo of the cover page of the November 2023 signed and registered easment. Document number 123407869. It is signed by the current owners of 216 Ndw Harbour Rd, Jay Neil and Zoe Battis.

This was prepared ahead of my purchase of the property on November 29th, 2023 to better clarify the 2007 registered easment.

3) When I walked up my driveway (formalized by a seperate right of way easment) to take a picture of the tree that needs trimming a few minutes ago, I noticed for the first time that the red stakes the NSP planner had placed have been REMOVED from 216 New Harbour Rd, presumably by Jay Neil. This seems to violate 2(b) of the easment he signed in November of 2023

"The Grantor hereby covenants and agrees with NSPI that it will not:

(b) disturb or otherwise interfere with 5h3 Distribution line or the easment.

When I spoke to Mr. Neil on Thursday, the stakes were still there and he had claimed that Nova Scotia Power needs his permission to do work on his property, even within the easement. I spoke to my lawyer on Friday and confirmed that what Mr. Neil claimed is not true.

I do not know what NSP's process is for addressing a property owner who interfere's with their easment, but I would encourage NSP to start that process now before Mr Neil adds further costs and delays to this work order.

Best,
Jefferson Crabtree

2 attachments



20260615_095616.jpg
2759K



20260615_095853.jpg
2628K

Exhibit 5

June 29-July 2026 - Relevant tree-trimming/easement correspondence.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Jefferson Crabtree <[REDACTED]>

BLANDFORD, NS

9 messages

Resolve <Resolve@nspower.ca>
To: "crabtreejefferson@gmail.com" [REDACTED]

Mon, Jun 29, 2026 at 3:01 PM

Good afternoon, Jefferson,

My name is Sheri-Lynn, and I am with the Resolve team at Nova Scotia Power. I understand there may be some confusion about our role in tree trimming. Please note that the trees you would like us to trim are on your neighbour's property. The responsibility for trimming these trees lies solely between you and your neighbour, not with Nova Scotia Power. As a reminder, we cannot schedule any work until this matter is resolved.

Regards,

Sheri-Lynn Butt (she/her) | **Resolve Specialist** | **Nova Scotia Power**

T: 1 800 428 6230 F: 1 888 428 6108

www.nspower.ca



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Jefferson Crabtree [REDACTED]
To: Resolve <Resolve@nspower.ca>
Cc: Derek Schnare <derek@chesterlaw.ca>

Mon, Jun 29, 2026 at 10:34 PM

Good evening,

I cannot find a more polite way to say this, but I am disappointed with how little research or understanding went into your brief email. I am struggling to find any scenario or interpretation where the contents of your email could possibly be correct. NSP must remove the vegetation in the way of its easment because I do not have the legal right to, but NSP does.

I am copying my lawyer Derek to this email so he can see some of what I have been dealing with in my communications with NSP so far.

This is a 5 point breakdown with what you seem to be misunderstanding, I will end with a conclusion where I suggest next steps.

1) the planner I met with on May told me NSP could trim the trees, but I opted to speak to my neighbor and hire my friend's tree service instead. With my neighbor's (Jay Neil) consent, this would be easily done. Why did NSP's planner say it can trim the trees but now suddenly you are saying it cannot?

2) Upon speaking to my neighbor (and then my lawyer) I discovered that he has a completely incorrect understanding of the easment on his property that he signed in November of 2023, Document number 123407869. The good news for myself and NSP is that his fantasy idea of what he agreed to does not matter. The tree will be cut and poles will be installed whether he likes it or not. TAH3 standard easment that he signed is irrevocable gives broad powers to NSP to bring service to my property. I literally would not have purchased my property at all if this easment was not registered and so solid like it is. It was a condition of closing.

3) Because the neighbor does not want to cooperate, I (as of right now) have no solid legal right to walk onto his property and trim his tree. Nor can I hire someone to do so. Why? Because the easment on file is between him and NSP, not myself. NSP absolutely has the power "to clear remove in any manner deemed expedient by NSP, all vegetation, brush, trees, or other obstructions and impediments to construction, excavation, and maintenance of the distribution line upon the easment" section 1(b). I am of course not named in this document and do not have such authority.

Thus it is absolutely NSP's responsibility to remove the tree branches, because it is the only one of us (beside the neighbor) who has the right to do so. That is why your email is so frustratingly incorrect. It can be my "responsibility" in so far as NSP can add it to the cost of connecting service and I can pay for it. But I cannot legally cut those branches myself else I would have done so by now.

What normally happens when NSP enforces its easment to provide power through an uncooperative land owner and trees need to be trimmed? Surely you have a procedure for this. Please follow that procedure.

4) See below for a picture of tree in question. This barely qualifies as a tree trimming operation, just have the NSP crew who installs the poles bring a chainsaw and it will be done in 10 minutes. No specialized crew or equipment required.





5) I took time out of my busy work schedule today to be available for when the NSP planner comes to do another scope in light of the "tree trimming" and the fact that the uncooperative neighbor had blatantly violated section 2b of the easment he signed in 2023: "The grantor hereby covenants and agrees with NSPI that it will not (b) disturb or otherwise interfere with the distribution line or the easment."

Days after I spoke to the neighbor about allowing me to trim the tree, the neighbor removed the NSP's stakes from his yard. I am speaking to my lawyer about next steps, but NSP should remind him of his obligations as well. NSP can bill him for this "NSPI, in its discretion, shall be entitled to remedy the breach at the sole cost of the Grantor."

I called NSP around noon today and apparently the next scope has been pushed to this Thursday, but I was not notified.

((Conclusion)) Please escalate this to your superior or someone who know what they are talking about in regards to easments. NSP has the right to remove vegetation within the easment but you are claiming they won't. The neighbor Jay Neil has ABSOLUTELY NO RIGHT to remove the stakes that NSP installed in May, but he did so anyway. NSP can resolve both of these issues by ENFORCING the terms of the easment signed in November of 2023 by 1) chopping down any vegetation it deems necessary within the easment and 2) contacting Jay Neil, reminding him he cannot interfere with the easment, and billing him for the cost of this 2nd scope.

I will likewise do everything in my power to clear the way for this work order to be completed. For example, I am paying my lawyer to send Jay Neil a cease and desist letter. I can pay NSP to trim the tree. But I cannot trespass onto Jay Neil's property and cut his tree because of a signed easment agreement that I am not a party of.

Alternative solution: if NSP would like to formally sign me as a contractor who is designated to trim the tree on NSP's behalf, then, upon my lawyer's review, I might be able to trim the tree. However, this quickly gets complicated and creates an unnecessary chance for confrontation.

The simplest solution is to just schedule the work as normal tell the pole install crew to bring a chainsaw.



See, Hui Qi <HuiQi.See@nspower.ca>

Thu, Jul 2, 2026 at 8:20 AM

To: [REDACTED] "derek@chesterlaw.ca" <derek@chesterlaw.ca>, Resolve <Resolve@nspower.ca>

Good morning Jefferson,

I am sorry of the challenges you have been through regarding the tree trimming. After discussion with my supervisor, I'll have our crew taking care of the branches that's on your neighbour's property and I'm going back today for restaking. I've also left a voicemail if you would like to meet today.

Regards,

Hui Qi See, C.E.T

Regional Planner

Nova Scotia Power Inc.

E: huiqi.see@nspower.ca | C: 782-446-3451

From: Resolve <Resolve@nspower.ca>

Sent: Tuesday, June 30, 2026 9:32 AM

To: See, Hui Qi <HuiQi.See@nspower.ca>

Subject: FW: [REDACTED], BLANDFORD, NS

From: Jefferson Crabtree [REDACTED]

Sent: June 29, 2026 10:35 PM

To: Resolve <Resolve@nspower.ca>

Cc: Derek Schnare <derek@chesterlaw.ca>

Subject: Re: [REDACTED], BLANDFORD, NS

****Exercise Caution - This is an external email from [REDACTED]**

Beware of links or attachments from external sources. If you are unsure, click "Report Email" to submit for review.**

[Quoted text hidden]

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See, Hui Qi <HuiQi.See@nspower.ca>

Thu, Jul 2, 2026 at 8:28 AM

To: [REDACTED] "derek@chesterlaw.ca" <derek@chesterlaw.ca>, Resolve <Resolve@nspower.ca>

Exhibit 6

July 24, 2026 - NSP confirms contractor was stopped and directs Jefferson to resolve the matter with the neighbour.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Blandford

21 messages

Resolve <Resolve@nspower.ca> Fri, Jul 24, 2026 at 2:26 PM

To: Jefferson Crabtree

Good afternoon, Jefferson,

I wanted to provide you with an update on a recent development. I learned that your neighbour has stopped our pole contractor from completing any work due to an issue concerning an easement. They acknowledged signing it in 2023 but are now disputing that it was a 'residential' easement, claiming they did not agree to a 'commercial' one. This matter needs to be resolved between you and your neighbour. Once it is settled, please let us know, and we can proceed with the pole work.

Regards,

Sheri-Lynn Butt (she/her) | Resolve Specialist | Nova Scotia Power

T: 1-800-428-6230 F: 1-888-428-6108
www.nspower.ca



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[Unsent draft message removed - duplicate of message below; addressee and Bcc metadata redacted]

[continued]

Jefferson Crabtree

Fri, Jul 24, 2026 at 2:42 PM

To: Resolve <Resolve@nspower.ca>
Cc: Derek Schnare <derek@chesterlaw.ca>

Hi Sheri,

As you know, there is no such restriction on the easement. There is no difference between a commercial and a residential easement. This is a legal fiction of their invention. When I spoke to them about this today, they said they're opposing it because I don't wave at them enough and because I'm "a dick". This is an issue of their sense of entitlement, not the law.

I do not need their consent to receive power through the easement. They provided their consent in 2023. This issue is resolved. The only issue remaining is crew safety.

The August 1st pole installation should continue as scheduled. I am arranging for my lawyer and hopefully even RCMP to be on site to ensure the safety of the NSP crew at 8am that morning.

Please reply to confirm that NSP will be on site for the August 1st installation as scheduled. NSP has received payment for this installation and should continue to press on as the law prescribes.

Best,
Jefferson Crabtree

On Fri, Jul 24, 2026, 2:26 p.m. Resolve <Resolve@nspower.ca> wrote:

Good afternoon, Jefferson,

I wanted to provide you with an update on a recent development. I learned that your neighbour has stopped our pole contractor from completing any work due to an issue concerning an easement. They acknowledged signing it in 2023 but are now disputing that it was a 'residential' easement, claiming they did not agree to a 'commercial' one. This matter needs to be resolved between you and your neighbour. Once it is settled, please let us know, and we can proceed with the pole work.

Regards,

Sheri-Lynn Butt (she/her) | Resolve Specialist | Nova Scotia Power

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Jefferson Crabtree

Fri, Jul 24, 2026 at 3:53 PM

To: "See, Hui Qi" <HuiQi.See@nspower.ca>

Just looping you in.

If the neighbors intimidated the contractors or you in any way, please let me know as that may help my request for police presence on August 1st.

I wasn't there so I'm relying on your version of events.

Best,
Jefferson

----- Forwarded message -----

From: Jefferson Crabtree
Date: Fri, Jul 24, 2026, 2:42 p.m.
Subject: Re: Blandford

To: Resolve <Resolve@nspower.ca>
Cc: Derek Schnare <derek@chesterlaw.ca>

Hi Sheri,

As you know, there is no such restriction on the easement. There is no difference between a commercial and a residential easment. This is a legal fiction of their invention. When I spoke to them about this today, they said they're opposing it because I dont wave at them enough and because I'm "a dick". This is an issue of their sense of entitlement, not the law.

I do not need their consent to recieve power through the easment. They provided their consent in 2023. This issue is resolved. The only issue remaining is crew saftey.

The August 1st pole installation should continue as a scheduled. I am arranging for my lawyer and hopefully even RCMP to be on site to ensure the saftey of the NSP crew at 8am that morning.

Please reply to confirm that NSP will be on site for the August 1st instalation as scheduled. NSP has reveived payment for this installation and should continue to press on as the law prescribes.

Best,
Jefferson Crabtree

On Fri, Jul 24, 2026, 2:26 p.m. Resolve <Resolve@nspower.ca> wrote:

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I wanted to provide you with an update on a recent development. I learned that your neighbour has stopped our pole contractor from completing any work due to an issue concerning an easement. They acknowledged signing it in 2023 but are now disputing that it was a 'residential' easement, claiming they did not agree to a 'commercial' one. This matter needs to be resolved between you and your neighbour. Once it is settled, please let us know, and we can proceed with the pole work.

Regards,

Sheri-Lynn Butt (she/her) | Resolve Specialist | Nova Scotia Power

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Jefferson Crabtree
To: Resolve <Resolve@nspower.ca>, See, Hui Qi <HuiQi.See@nspower.ca>
Cc: Derek Schnare <derek@chesterlaw.ca>

Fri, Jul 24, 2026 at 5:19 PM

Good evening,

I just got off the phone with RCMP. They have confirmed they will arrive to enforce the easment if the neighbor tries to stop your crew again. This is a settled matter.

RCMP will keep the peace and arrest them for intimidation if it comes to that.

Please come August 1st and call me when you're on your way. I will meet you at the road. If he tries to stop the crew I will call RCMP and wait for them to arrive. The work will continue.

Best,
Jefferson
Crabtree

On Fri, Jul 24, 2026, 2:42 p.m. Jefferson Crabtree wrote:
Hi Sheri,

As you know, there is no such restriction on the easement. There is no difference between a commercial and a residential easment. This is a legal fiction of their invention. When I spoke to them about this today, they said they're opposing it because I dont wave at them enough and because I'm "a dick". This is an issue of their sense of entitlement, not the law.

I do not need their consent to recieve power through the easment. They provided their consent in 2023. This issue is resolved. The only issue remaining is crew saftey.

The August 1st pole installation should continue as a scheduled. I am arranging for my lawyer and hopefully even RCMP to be on site to ensure the saftey of the NSP crew at 8am that morning.

Please reply to confirm that NSP will be on site for the August 1st instalation as scheduled. NSP has reveived payment for this installation and should continue to press on as the law prescribes.

Best,
Jefferson Crabtree

On Fri, Jul 24, 2026, 2:26 p.m. Resolve <Resolve@nspower.ca> wrote:

Good afternoon, Jefferson,

I wanted to provide you with an update on a recent development. I learned that your neighbour has stopped our pole contractor from completing any work due to an issue concerning an easement. They acknowledged signing it in 2023 but are now disputing that it was a 'residential' easement, claiming they did not agree to a 'commercial' one. This matter needs to be resolved between you and your neighbour. Once it is settled, please let us know, and we can proceed with the pole work.

Regards,

Sheri-Lynn Butt (she/her) | Resolve Specialist | Nova Scotia Power

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Jefferson Crabtree

Sat, Jul 25, 2026 at 4:23 PM

To: Resolve <Resolve@nspower.ca>, "See, Hui Qi" <HuiQi.See@nspower.ca>

Cc: Derek Schnare <derek@chesterlaw.ca>

Hi all,

I was pleasantly suprised at how supportive the RCMP was during my call with them yesterday. They wanted details of the contonation that stopped the NSP contractors work yesterday, but unfortunately I was not present to witness what happened. I only know what NSP planner Hui Qi communicated to me afterwards which was that it "wasn't good" and "the neighbor stopped them".

If I could have provided an eyewitness account, RCMP indicated that they would have been willing to act right away, because a crime may have already occurred. They said his removal of NSP's stakes may have also been a crime.

This prompted me to some additional research and found these bits of the criminal code:

Criminal Code R.S.C., 1985, c. C-46

430 (1) Every one commits mischief who wilfully

(c) obstructs, interrupts or interferes with the lawful use, enjoyment or operation of property

NSP is lawfully using it's property granted by the 2023 easment.

Criminal Code (R.S.C., 1985, c. C-46)

52.1 (1) Every person is guilty of an indictable offence and liable to imprisonment for a term of not more than 10 years or is guilty of an offence punishable on summary conviction who interferes with access to an essential infrastructure.

(2) In this section, essential infrastructure means a facility or system, whether public or private, completed or under construction, that provides or distributes — or is intended to provide or distribute — services that are essential to the health, safety, security or economic well-being of persons in Canada, including the following:

(d) energy and utilities infrastructure;

In other words, it seems likely that a crime occurred yesterday morning. Crime should not prevent me from receiving the electricity I need to heat my humble home this winter. Please have a crew scheduled and ready to work August 1st. If the neighbor "stops" your employees, we will call law enforcement. They can't stop you if they're in handcuffs.

I know this is just your job, and this work order is stressful. But to me this is almost literally a matter of life and death. I need electricity before fall. I think you're all doing a good job considering the circumstances.

I look forward to seeing NSP again this Saturday, August 1st at 8am. I will be hosting a party of friends and supporters to welcome your arrival and to witness and report any intimidation or interference the crew may encounter.

Best,
Jefferson Crabtree

On Fri, Jul 24, 2026, 5:19 p.m. Jefferson Crabtree wrote:

Exhibit 7

July 28, 2026 - NSP cancels the proposed August 1 installation. NSP email only; unrelated lawyer correspondence removed.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Jefferson Crabtree

BLANDFORD, NS

6 messages

Identification <id@nspower.ca>

Tue, Jul 28, 2026 at 3:04 PM

To: "crabtreejefferson@gmail.com"

Hi Jefferson,

I was able to get an update for you. At this time, due to the issue with the neighbor, we will not be able to be out to do the install on 08/01/2026. This would need to be resolved prior to us doing any installation.

Please feel free to contact us back once this issue has been resolved.

Shelly

Customer Service Associate | Nova Scotia Power



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Jefferson Crabtree

Tue, Jul 28, 2026 at 3:09 PM

To: Derek Schnare <derek@chesterlaw.ca>

I'm going to tell them the issue is resolved.

RCMP will only respond if nova scotia power come and as far as I know, law enforcement is the only way forward right now.

[Quoted text hidden]

[Unsent, blank draft message removed]

Exhibit 8

August 11, 2026 - Rock-breaking correspondence showing NSP's \$7,980 request and negotiated \$2,000 deposit.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Jefferson Crabtree

NSPI charges for Rock breaking for WO 9650930 -
BLANDFORD, NS

6 messages

Planning Coordinator Central <centralplanningcoordinator@nspower.ca>

Tue, Aug 11, 2026 at 8:11 AM

Good morning,

Please ensure you write your WO # on the payment itself be it cheque, money order, PO etc.Attached is the quote for **Job Details NSPI charges for 7 holes rock breaking.**

Payment can be made **by MAIL** by cheque, money order or bank draft to our Sackville office (21 Colonel Joseph Scott Dr., Lower Sackville, NS B4C 4B1). **For credit card payments**, respond to this e-mail with a phone number and time you can be called M-F between the hours of 7am and 4pm. A fee of 1.75% of the total balance is applied. (Fees associated with this service are charged by the vendor and not transferred to NS Power.) Payment is required before work will be scheduled.

The total price is an estimate only. Upon completion of the job, actual costs & applicable taxes will be reviewed and, if necessary, you will be billed accordingly.

For scheduling inquiries, please contact our customer care centre at 1-800-428-6230 or (902) 428-6230 locally within Metro Halifax.

Please let me know if you have any questions.

Thank you

Piyush (he/Him) | Planning Coordinator | Ms.BMgmt | Nova Scotia Power

21 Colonel Joseph Scott Dr | Lower Sackville | Halifax, NS B4C 4B1

T: Customer Care Center 1 800 428 6230 | F: 902-869-0408



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WO - 9650930 - [REDACTED] BLANDFORD, NS Rock breaking.pdf.pdf
88K

Jefferson Crabtree [REDACTED]

Tue, Aug 11, 2026 at 4:21 PM

To: Planning Coordinator Central <centralplanningcoordinator@nspower.ca>
[REDACTED]

Good afternoon,

I appreciate your attention to this matter.

While I understand that this is a bit of a pragmatic move to ensure there are no further delays to this project, I do not have \$7,980 to pay at this time. Rock breaking was not a pre requisite after the first scope in May, nor was it required before the crew first came on July 24th before a neighbor scared them into returning home. The neighbor's illegal interference that day should not change the pre requisites for the project.

Nova Scotia Power has already been paid \$5,184.56 to install lines and poles. None of this work has yet been completed.

With this in mind, we must choose between either cancelling the project have NSP refund the \$5,184.56 or NSP must accept a lower upfront payment for rock blasting work that may not be required at all. With this in mind, I am prepared to offer \$2,000 to set aside for possible rock breaking costs, knowing that I may be billed for more if more is needed.

I honestly doubt any rock blasting will be required as it was all once agricultural land as evidence by field stones stacked along the property line in the woods. In other words, the big rocks were hauled away by people and oxen centuries ago.

Please reply as soon as you are able if you can offer such flexibility on this plan. If you cannot, I will examine my options to refund or recover the amount paid to NSP for the work it has not completed.

Best,
Jefferson Crabtree

[Quoted text hidden]

2 attachments



Nova Scotia
POWER
An Emera Company

image001.jpg
4K



Nova Scotia
POWER
An Emera Company

image001.jpg
4K

Planning Coordinator Central <centralplanningcoordinator@nspower.ca>

Tue, Aug 11, 2026 at 4:38 PM

To: Jefferson Crabtree [REDACTED]

Hi Jefferson,

Thanks for your email.

We can accept the \$2,000.00 deposit for the rock breaking work. If additional rock breaking is required, please confirm that you will be responsible for paying any balance owing beyond the initial deposit amount once the work order is completed.

NSP also confirms that the deposit will be refunded if no rock breaking is required, or if NSP encounters fewer than two holes during excavation, as the cost is \$1,000.00 + HST per hole. If you have any questions regarding the rock breaking work, please let us know. We would be happy to discuss it further and explore any other possible options.

Thanks,

Piyush (he/Him) | Planning Coordinator | Ms.BMgmt | Nova Scotia Power

21 Colonel Joseph Scott Dr | Lower Sackville | Halifax, NS B4C 4B1

T: Customer Care Center 1 800 428 6230 | F: 902-869-0408



From: Jefferson Crabtree <[REDACTED]>
Sent: Tuesday, August 11, 2026 4:21 PM
To: Planning Coordinator Central <centralplanningcoordinator@nspower.ca>
Subject: Re: NSPI charges for Rock breaking for WO 9650930 - [REDACTED] BLANDFORD, NS

* *Exercise Caution - This is an external email from [REDACTED].
Beware of links or attachments from external sources. If you are unsure, click "Report Email" to submit for review.* *

[Quoted text hidden]

Jefferson Crabtree [REDACTED]
To: Planning Coordinator Central <centralplanningcoordinator@nspower.ca>

Tue, Aug 11, 2026 at 4:42 PM

10/10 for the prompt response

Agreed, thank you. Please send along the new payment instructions and ill send \$2,000 (\$1,754 + HST)

[Quoted text hidden]



Planning Coordinator Central <centralplanningcoordinator@nspower.ca>
To: Jefferson Crabtree [REDACTED]

Tue, Aug 11, 2026 at 5:07 PM

Hi Jefferson,

Thanks for consenting for additional rock breaking charges associated with this WO, please refer to attached rock breaking deposit quote for your reference. Please let us know if you require any more information on this WO.

Thanks

[Quoted text hidden]



WO - 9650930
89K

NS Rock breaking Deposit.pdf

Jefferson Crabtree [REDACTED]

Wed, Aug 12, 2026 at 12:29 PM

To: Planning Coordinator Central <centralplanningcoordinator@nspower.ca>

Good afternoon,

I tried to call NSP to pay this but i have to reply to this email and have them call me to make payment over the phone

My phone number is [REDACTED] I am available wednesday, thursday, friday this week from 12pm-4pm. Please call as soon as possible.

[Quoted text hidden]

2 attachments



Nova Scotia
POWER
An Emera Company

image001.jpg
4K



Nova Scotia
POWER
An Emera Company

image001.jpg
4K

Exhibit 9

August 13, 2026 - NSP payment confirmation for the additional customer contribution.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Jefferson Crabtree [REDACTED] >

Your payment processed successfully for WO 9650930
BLANDFORD

1 message

Planning Coordinator Central <centralplanningcoordinator@nspower.ca>
To: [REDACTED]

Thu, Aug 13, 2026 at 3:13 PM

Hello,

This is your receipt for the customer contribution that was paid in full.

If you have any further question, please reach out to Customer Care Center @ 1 800 428 6230.

Thanks

Piyush (he/Him) | Planning Coordinator | Ms.BMgmt | Nova Scotia Power

21 Colonel Joseph Scott Dr | Lower Sackville | Halifax, NS B4C 4B1

T: Customer Care Center 1 800 428 6230 | F: 902-869-0408



KUBRA EZ-PAY

Your payment processed successfully!



Thank you for using KUBRA EZ-PAY to make a payment for Nova Scotia Power. Please save this email for your records.

Biller: Nova Scotia Power

Account Number: [REDACTED]

Payment Amount: \$2,000.00

Service Fee: \$35.00

Total paid: \$2035.00

Paid on: Aug 13, 2026

Status: PAID

Confirmation #: 080793

Take care,

KUBRA EZ-PAY

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Exhibit 10

August 17 and August 31, 2026 - RCMP correspondence, including the August 17 corporate-security update and the August 31 response instruction.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.



Message not delivered

There was a problem delivering your message to **rcmpchester@rcmp-grc.ca**. See the technical details below.

[LEARN MORE](#)

The response was:

The recipient server did not accept our requests to connect. For more information, go to <https://support.google.com/mail/answer/7720> [rcmp-grc.ca 205.193.117.212: FAILED_PRECONDITION: connect error (111): Connection refused] [rcmp-grc.ca 205.193.117.211: FAILED_PRECONDITION: connect error (111): Connection refused]

Final-Recipient: rfc822; rcmpchester@rcmp-grc.ca

Action: failed

Status: 4.4.1

Diagnostic-Code: smtp; The recipient server did not accept our requests to connect. For more information, go to

<https://support.google.com/mail/answer/7720>

[rcmp-grc.ca 205.193.117.212: FAILED_PRECONDITION: connect error (111): Connection refused]

[rcmp-grc.ca 205.193.117.211: FAILED_PRECONDITION: connect error (111): Connection refused]

Last-Attempt-Date: Sun, 02 Aug 2026 16:05:10 -0700 (PDT)



noname

4K

Jefferson Crabtree >

Mon, Aug 17, 2026 at 1:02 PM

To: rcmpchester@rcmp-grc.gc.ca

Good afternoon,

Just to give your detachment a heads up: Nova Scotia Power just told me they will be coming to install the poles through the registered easment tomorrow "between 8am and dusk". They advised that they will be bringing thier "corporate security team" which, if true, I really appreciate.

Getting power installed has taken over 3 months and over \$11,000. I did not expect the process to take this long but am grateful it may be done soon. It should have been over on July 24th before the neighbor scared the NSP contractors away. There is no scenario where me and my RV tenants can live comfortably on my property if power is not installed before autumn comes. Nights are already becoming chilly.

Hopefully it doesn't get to the point where anyone has to call RCMP tomorrow, but I just wanted to let you know that tomorrow may be the day. Thank you for your support.

Best,

Jefferson Crabtree

Blandford, NS

[Quoted text hidden]

[August 28, 2026 email removed - outside the scope of this Exhibit; see Exhibit Index]

RCMPChester <RCMPChester@rcmp-grc.gc.ca>

To: Jefferson Crabtree [REDACTED]

Mon, Aug 31, 2026 at 12:29 PM

Information has been passed along to investigating officer.

Please call if a disturbance occurs when NS power is on site.

Leanne Fancy

Detachment Services Assistant

RCMP Lunenburg County District

9/15/26, 1:05 PM

Gmail Easment [REDACTED] document and summary.

Chester Office

Phone: (902)-275-3583

Fax: (902)275-4694



[Quoted text hidden]

Exhibit 11

August 24, 2026 - NSP submission to NSEB stating that external security was needed to complete the work safely.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.

August 24, 2026

Lisa Wallace
Chief Clerk of the Board
Nova Scotia Energy Board
1601 Lower Water Street, 3rd Floor
Halifax, NS B3J 3S3

Re: M13034 – Customer Complaint – Jefferson Crabtree

Dear Ms. Wallace:

On August 10, 2026 NS Power received a general complaint from Mr. Jefferson Crabtree regarding installation of power poles to his property. On August 12, 2026 the NSEB directed NS Power to file a response to Mr. Crabtree's complaint by August 26, 2026.

Mr. Crabtree's complaint relates to the delay in having power poles installed on his property.

NS Power has been working with Mr. Crabtree to arrange for the installation of the power poles. However, there are easement issues with Mr. Crabtree's neighbour which are causing some difficulty in having the work scheduled.

Mr. Crabtree and NS Power are working on a plan to complete the work under NS Power's easement safely, but there is a need for external security to be involved.

Accordingly, NS Power is asking for an extension to September 8, 2026 to either have the work completed or provide the Board with an update on the status of the work.

Yours truly,

Jennifer Ross
Director, Regulatory Planning & Compliance

c. Mr. Jefferson Crabtree

Exhibit 12

September 8, 2026 - NSP submission stating that it intends to pursue a court order to facilitate law-enforcement attendance.

The following pages reproduce the source document as provided, subject only to the noted removal of unrelated material.

September 8, 2026

PARTIALLY CONFIDENTIAL

Lisa Wallace
Chief Clerk of the Board
Nova Scotia Energy Board
1601 Lower Water Street, 3rd Floor
Halifax, NS B3J 3S3

Re: M13034 – Customer Complaint – Jefferson Crabtree

Dear Ms. Wallace:

Further to NS Power's letter of August 24, 2026 requesting an extension to provide an update on the status of Mr. Crabtree's complaint, and Mr. Crabtree's August 28, 2026 email enclosing correspondence from John Chandler, KC, and [REDACTED], NS Power has obtained legal advice regarding this matter.

In NS Power's view, its easement over [REDACTED] is valid. NS Power also recognizes its statutory duty to provide service to Mr. Crabtree. However, in light of the acrimonious nature of the dispute between Mr. Crabtree and [REDACTED], NS Power is not prepared to jeopardize the safety of its employees by proceeding with the installation of the requested power poles without the presence of law enforcement in case of potential escalation.

Therefore, NS Power intends to pursue a court order to facilitate law enforcement attendance while the required work for Mr. Crabtree is completed and to ensure that the work can proceed safely.

According to the correspondence provided by Mr. Crabtree in his August 28, 2026 email, [REDACTED] has expressed his opinion that the easement is invalid and that the deed transfer to Mr. Crabtree was obtained under false pretenses. As Mr. Crabtree has legal counsel, NS Power will leave the inter-party dispute to Mr. Crabtree and [REDACTED] to resolve.

Given the time required to obtain a court order facilitating law enforcement attendance while NS Power completes the installation work at [REDACTED], NS Power requests that this complaint be held in abeyance pending further steps.

September 8, 2026
L. Wallace

NS Power can keep the NSEB apprised of the next steps in this matter, but it will not be possible to have Mr. Crabtree's service connected on September 8, 2026 and, depending on the timing of the court process, service may not be connected for several weeks.

Yours truly,

Jennifer Ross
Director, Regulatory Planning & Compliance

c. Mr. Jefferson Crabtree