

**APPEAL OF  
FINAL WRITTEN DECISION  
OF THE DISPUTE RESOLUTION OFFICER  
SUBMISSION TO THE NOVA SCOTIA ENERGY BOARD**

**2<sup>nd</sup> September 2026**

|                                   |                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Appellant</b>                  | Joanna A. Hammersley                                                                                                                                                                                                                                                                                                  |
| <b>Decision Date</b>              | 22 <sup>nd</sup> August 2026                                                                                                                                                                                                                                                                                          |
| <b>Account</b>                    | ██████████                                                                                                                                                                                                                                                                                                            |
| <b>Work Order</b>                 | #6873680                                                                                                                                                                                                                                                                                                              |
| <b>Utility</b>                    | Nova Scotia Power Inc.                                                                                                                                                                                                                                                                                                |
| <b>Dispute Resolution Officer</b> | Don Farmer, P.Eng.                                                                                                                                                                                                                                                                                                    |
| <b>Subject</b>                    | Additional Customer Contribution Invoice dated 27 April 2026 \$7,822.50                                                                                                                                                                                                                                               |
|                                   | Underlying amounts in dispute: <ul style="list-style-type: none"><li>• Equipment charge of \$13,771.42 inc HST</li><li>• A \$443.69 reduction subsequently made by Nova Scotia Power to its original additional-cost calculation, reflected in its revised position but not applied to the original account</li></ul> |

**Definitions**

**NSP** means

**Redmayne** means

**DRO** means

**Town and Country** means

**Nova Scotia Power Inc.**

**Redmayne Regency Inc.** (the site general contractor)

**Dispute Resolution Officer, Mr. Farmer.**

**Town and Country Property Improvements Ltd.**

## Summary

### The point of this appeal

This should not be complicated.

NSP seeks to charge thousands of dollars more for the hire and use of a piece of heavy machinery, commonly known as a “backhoe”, used to install electricity poles in their vertical position.

NSP says its *actual* backhoe cost was approximately 290% of its original allowance — an increase of approximately 190%. Yet when asked to explain, it has produced not a shred of evidence to back this up, beyond a number in a spreadsheet.

During our interactions, NSP has simultaneously claimed that no background evidence exists, and records haven’t been kept. Yet, despite this, it has still managed to compile a spreadsheet purporting to be a total of the actual costs.

A quick summary test of the bare facts points to something being badly amiss.

The backhoe was on the job site for approximately 20 hours over 3 days. The independent contractor hired by NSP, “Town and Country”, currently charges \$145 an hour, plus floating (shipping) of \$165 an hour for **the exact same machine** which NSP hires from them, and which was used to carry out the work on our site.

On those deliberately generous assumptions, the job would involve approximately 6 hours of floating and 20 hours of site operation at a cost of \$990 and \$2,900 respectively, \$3,800 in total.

(We have been generous in allowing 30 minutes for a 22-minute journey from the machine yard to site, and 30 minutes loading and unloading for a 10-minute task).

NSP’s allowance in its original quote was \$4,752.75; more than sufficient to cover the project based on our sense-check estimate. Yet they contend that its *actual* costs were \$13,771.42.

Yes, you read that correctly! \$3,771.42, maybe! But ten thousand dollars more? Not likely.

Despite repeated requests for clarification, none have been provided.

### Where is the evidence establishing those actual costs?

That is the question.

Was the \$13,771.42 a “typo” in the spreadsheet? Should it really have said \$3,771.42?

The Final Written Decision does not answer any of these questions.

But we begin with a disturbing event to emerge during the DRO's consideration of the matter.

## 1. The DRO approved the bill after being told by NSP that it was being revised

This is the first problem. And it is a very significant one.

The disputed invoice dated 27 April 2026 was for \$7,822.50 including HST<sup>1</sup>. During the dispute process, NSP reviewed its own figures, removed \$426.69 in apprentice labour and \$17 in "other" costs.

Only the day before the DRO issued his Final Decision, NSP advised them that the customer would instead receive a new bill for \$6,418.15 plus HST, and said:

*"Once the customer is provided with an **updated bill for the new amount of \$6,418.15 + HST**. It will be NS Power's position that the subject account has been billed appropriately<sup>2</sup>"*

- The disputed bill was \$6,861.84+HST (\$7,822.50)
- NSP reviewed it during the dispute process.
- NSP stated it was removing charges.
- NSP confirmed a new total of \$6,418.15+HST (\$7,316.69)
- NSP said a new bill would be issued.

And then the DRO proceeded to approve the original bill of \$7,822.50 anyway.

### How so?

There is almost a comic evidentiary irony here. NSP's principal point of contact (Derek) directly told the DRO that the amount was being reduced and a replacement bill would be issued. Yet the DRO proceeded to approve the original amount.

More importantly: where is the revised bill? It has not been received at the date of writing. Furthermore, NSP has resumed its pursuit of the original bill, sure in their position, by reference to the DRO's Final Decision.

Yet the mystery remains. Why did the DRO issue a final decision approving the original invoice after NSP itself had said that the amount was being revised and replaced?

The Decision fails to address or answer this.

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<sup>1</sup> Additional Customer Contribution Invoice dated 27 April 2026 for \$7,822.50 including HST. (**Appendix 1**)

<sup>2</sup> Email: NSP to DRO 21<sup>st</sup> August 2026, with new bill calculation with spreadsheet summary (**Appendix 2**)

## 2. NSP's “actuals” have a glaring provenance problem

When asked for the records necessary to explain the additional charge, NSP said:

*“We don't keep notes during a job unfortunately.”*

*“We do not do this.”*

*“We do not have these details.”*

Those were NSP's answers when asked for field reports, supervisor notes, crew logs, internal job-costing records, variance approvals, change authorisations, and details of the events or conditions said to have caused the massive cost overrun <sup>3</sup>.

Then, following referral to the DRO, NSP produced a spreadsheet described as “actuals” (Appendix 2, page 2).

### How did that happen?

Where did these “actuals” come from?

- If the underlying records existed, why did NSP say it did not have the details?
- If they did not exist, what is the evidentiary basis for the spreadsheet?
- If the figures were reconstructed, when, by whom, and from what records?

Those are not academic questions. They go directly to the provenance of the evidence used to impose the additional charge.

## 3. A spreadsheet is not evidence of the expenditure

The spreadsheet is a summary of amounts NSP says represent actual expenditure.

It is not the underlying evidence of the expenditure.

If NSP says \$13,771.42 was actually spent on a backhoe for this work order, the Board should be shown the records that establish that expenditure.

The question is simple:

### Where are they?

If the records exist, produce them. If they do not, say so. If they existed but are no longer available, explain what happened to them.

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<sup>3</sup> Email: NSP to Redmayne 7<sup>th</sup> July 2026 with attachments (Appendix 3)

## 4. The backhoe figure is extraordinary

NSP says the quoted backhoe cost was \$4,752.75. It says the actual was \$13,771.42. The alleged variance is \$9,018.67.

The backhoe was, to Redmayne's knowledge, on site for no more than approximately 20 hours.

Town & Country supplied the machine used for this site work, including the line locks. Recently, Town & Country advised Redmayne that its current 2026 rate for that exact machine including line-locks is \$145 per hour on site and \$165 per hour for floating (haulage to and from site).

These are 2026 rates. The work in question was performed in 2025. It is therefore a fair and conservative assumption, for this limited reality check, that 2026 rates would not be lower than the rates charged for the 2025 work. It is also reasonable to expect NSP, as a major utility with materially greater purchasing power than a small contractor or the ordinary “Joe public”, to obtain equipment rates at least as favourable as, and potentially substantially better than retail customers and small contractors.

Even putting those points entirely in NSP's favour and using the \$145/hour 2026 on-site rate as the benchmark, \$13,771.42 represents approximately 95 hours of on-site machine time. This is approximately 9.5 ten-hour working days, or approximately 11.9 eight-hour working days.

### **Ninety-five hours?**

#### **For a machine present for approximately twenty hours?**

That requires an explanation.

Not another label. Not another spreadsheet. The underlying records.

- Who supplied the machine? — we already know, but require NSP's confirmation for the record.
- On what dates?
- For how many hours?
- At what rate?
- What was charged for mobilisation, demobilisation, floating, standby or minimum hours?
- Was anything else included?
- What invoice or invoices were actually paid?

NSP identified the backhoe increase as the reason for the overrun. Yet the material produced does not establish how \$4,752.75 became \$13,771.42.

There is a second question which should not be overlooked. The original \$4,752.75 backhoe allowance itself warrants examination. If the machine was on site for approximately 20 hours, that allowance equates to approximately \$237.64 per on-site hour before allowing for any separate mobilisation, floating, standby or minimum-charge components. By comparison, the current 2026

Town & Country on-site rate for the same machine is approximately \$145/hour. The 2026 rate is being used only as a conservative external reality check and is later than the 2025 work. The point is not that NSP was required to pay Town & Country \$145/hour. The point is that even the original allowance is difficult to reconcile with the observed duration without knowing what it included.

So the Board should examine both sides of the alleged backhoe calculation: first, how \$4,752.75 was originally calculated; and second, how that figure subsequently became \$13,771.42. The latter cannot be explained simply by calling it an “actual”.

## 5. The project had been extensively scoped

This was not an unknown site encountered for the first time when construction began.

NSP attended, inspected or scoped the Project on at least:

- 23 June 2023
- 5 July 2023
- 11 September 2023
- 8 May 2024
- 31 July 2024
- 27 May 2025
- 24 July 2025

The 12 August 2024 Building Site Quote followed the history of site involvement and set out the proposed work and customer contribution <sup>4</sup> (**Appendix 4**).

The document is apparently an “estimate”, rather than a fixed quotation. But calling a document an “estimate” and putting a number in a spreadsheet neither proves the cost nor establishes entitlement to charge it.

Nor does it prove that an alleged actual cost was incurred.

Nor does it prove that it was properly allocated to this work order.

Nor does it prove that it is properly chargeable to this customer.

Those things require evidence.

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<sup>4</sup> NSP “your building site quote” 12<sup>th</sup> August 2024 (**Appendix 4**)

## 6. The cyber-attack timing makes the missing records more, not less, important

The work commenced unusually soon after Redmayne called NSP to request that the installation proceed. Within 48 hours the site had been “flooded” with numerous crews and the work was rapidly completed.

This was unusual both in speed and staffing. When Redmayne inquired as to why they had received such speedy service, it was explained that they were glad of the call as multiple crews were simply standing idle as the NSP jobs system was completely off-line and in lockdown after the major cyber incident of March 2025, meaning that jobs which had been in the pipeline, could not be accessed or actioned.

It is also perhaps telling that the additional invoice was not sent out until approximately ten months after completion of the work.

The Appellant does not ask the Board to infer wrongdoing. The point is narrower and more basic.

If the contemporaneous records are missing, and the figures later presented as “actuals” were reconstructed or allocated retrospectively, the Board needs to know that.

That is precisely why the source records matter.

## 7. What, exactly, did the DRO decide?

The dispute was not whether Regulation 2.6 exists.

It was not whether the original quote contained the word “estimate”.

It was whether NSP had substantiated the particular additional amount it sought to charge.

The Decision says:

*“as of 27 April 2026, N.S.Power has appropriately billed the Customer<sup>5</sup> (Appendix 5).”*

But the DRO was also told that NSP had reviewed the figures, removed costs and intended to replace the bill.

Where does the Decision reconcile those two positions?

**It does not.**

Where does it identify the underlying records establishing the alleged actual expenditure?

**It does not.**

Where does it explain the \$9,018.67 backhoe increase and cost variance?

**It does not.**

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<sup>5</sup> DRO Final Written Decision August 22<sup>nd</sup>, 2026 (Appendix 5)

Where does it explain why the bill NSP said would be replaced, was nevertheless approved?

**It does not.**

## **8. The board should require the evidence — not guess at it**

The Board does not need to conduct a general audit of NSP.

It needs to decide a much narrower question:

**Did the DRO establish, with evidence from NSP, that the additional costs claimed for Work Order #6873680 were actually incurred, and properly attributable to this Project?**

If yes, the underlying records should make that case.

If no records exist, that fact should be confronted.

If the figures were reconstructed, that should be disclosed.

If records were lost or became unavailable, NSP should explain when, how and why.

The Board should not be asked to bridge that evidentiary gap itself.

## **9. The account determination**

The Appellant has prepared a simple reconciliation of the amount that could properly remain as an additional customer contribution, using NSP's own revised position as the starting point.

This is not an alternative cost model. It applies NSP's own later labour correction, removes the unexplained backhoe variance, and gives effect to the traffic-control underspend identified in NSP's actuals.

|                                            |                     |                                                                                                                                                             |
|--------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NSP revised additional contribution</b> | <b>\$6,418.15</b>   | <b>NSP's revised position after removing \$426.69 apprentice labor and \$17.00 "other" and including a traffic control underspend credit of \$2,599.42.</b> |
| Less: backhoe variance                     | (\$9,018.67)        | Remove the difference between the quoted \$4,752.75 and alleged actual \$13,771.42.                                                                         |
| <b>Net calculated position</b>             | <b>(\$2,600.52)</b> | <b>A negative result means no additional customer contribution remains on this calculation, and a credit is in fact due back to the customer.</b>           |

The calculation is deliberately conservative in NSP's favour. It starts with the amount NSP itself said was correct after its labour review. It does not seek any further labour adjustment. It simply removes the

\$9,018.67 backhoe variance that has not been substantiated and recognises the \$2,599.42 traffic-control underspend.

On that basis, the arithmetic does not produce a smaller additional bill. It eliminates the additional contribution altogether, with a calculated surplus of \$2,600.52 before HST.

If NSP maintains that any additional amount remains payable, it should explain precisely which of these figures it disputes and produce the underlying records supporting its position.

## **10. Relief requested**

1. Set aside the Final Written Decision of the Dispute Resolution Officer.
2. Determine that the additional backhoe variance of \$9,018.67 has not been substantiated and direct that this amount be removed from the amount charged to the customer's account.
3. Direct Nova Scotia Power to render a corrected final account reflecting its revised position of \$6,418.15 + HST, including the \$2,599.42 traffic-control underspend and the \$443.69 reduction already acknowledged by NSP.
4. Direct that the corrected account also remove the unsubstantiated \$9,018.67 backhoe variance.
5. Direct Nova Scotia Power to refund any resulting credit balance to the customer within 14 days of the Board's decision.
6. If NSP maintains that any further amount remains payable, require NSP to identify precisely the amount claimed and produce the underlying records supporting that amount.

## Conclusion

The original work was extensively scoped. A quotation was issued. The quoted customer contribution was accepted and paid.

The work was completed during a period of unprecedented disruption and chaos at NSP, after its well-documented cyber-attack of March 2025.

Approximately ten months later, NSP issued a substantial additional invoice without providing any substantive supporting evidence to establish the expenditure.

When asked for the details behind it, NSP said it did not keep notes and did not have the details.

It then produced “actuals” in the form of a brief spreadsheet summary.

Those “actuals” included a \$13,771.42 backhoe charge which, on the information presently available, bears little obvious relationship to the approximately 20 hours the machine was on site.

NSP then reviewed its own figures, removed charges and said a replacement bill would be issued.

The DRO nevertheless approved the original bill.

That sequence is not a minor accounting curiosity. It goes to the existence, provenance, calculation and attribution of the alleged additional expenditure.

The Board should not have to guess.

NSP says these are actual costs.

So where is the evidence establishing the additional liability?

If there is no substantive and credible evidence establishing the additional liability, then the additional backhoe variance must be disallowed, the account corrected accordingly, and any resulting credit refunded to the customer.

On the Appellant’s reconciliation, that produces a credit of \$2,600.52 + HST (\$2,964.59)

Dated: 2nd September 2026

**JOANNA A. HAMMERSLEY**

Appellant

By her authorised agent:

**CHARLTON KRENTZ**

VP Finance, Redmayne Regency Inc.



**Nova Scotia Power Inc.**  
PO Box 848, Halifax Nova Scotia B3J 2V7  
Any questions? Please call us at 1-800-428-6230  
Monday to Friday, 8:00 am to 8:00 pm  
[www.nspower.ca](http://www.nspower.ca)

1

**Web Access #**  
[REDACTED]

*Billing process  
update:  
[nspower.ca/billing](http://nspower.ca/billing)*

**Account Number** [REDACTED] **Amount due May 27** **\$7,822.50**

**JOANNA A HAMMERSLEY**  
**Service address**

**Accts Rec.**  
**Service from Apr 27 to Apr 27, 2026**

**Initial Bill**

**Billing date Apr 27** Includes payments received by Apr 27

|                                         |            |               |
|-----------------------------------------|------------|---------------|
| <b>Amount owing from last bill</b>      | <b>.00</b> |               |
| <b>Balance owing after last payment</b> |            | <b>\$ .00</b> |
| <b>Total energy charges</b>             |            | <b>.00</b>    |

**Other charges**

|                            |          |                 |
|----------------------------|----------|-----------------|
| Labour                     | 426.69   |                 |
| Expenses                   | 6,435.15 |                 |
| HST (11931 4938 RT)        | 960.66   |                 |
| <b>Total other charges</b> |          | <b>7,822.50</b> |

|                         |                   |
|-------------------------|-------------------|
| <b>Total amount due</b> | <b>\$7,822.50</b> |
|-------------------------|-------------------|

|                                |                   |
|--------------------------------|-------------------|
| <b>Amount due May 27, 2026</b> | <b>\$7,822.50</b> |
|--------------------------------|-------------------|

**IMPORTANT:** We are not applying late fees or penalties on outstanding balances. Learn more [nspower.ca/billing](http://nspower.ca/billing)

Billing for the additional costs above quoted/prepaid amount associated with 481m 1 phase line extension and new service connection at [REDACTED]

Quoted and prepaid 20827.06 +gst 3124.06= 23951.12  
Final costed April 7 2026 labour 11278.46 ( 426.69 to bill)  
Expenses 14529.78 ( 8093.52 to bill) Quote: 25751.63 , actual  
332614.58 so billing for remaining balance 6862.95 plus tax  
WO # 6873680  
24-735-144

**Past electric use:**

| Bill date | Days | Daily avg | Dmd | Load Ftr |
|-----------|------|-----------|-----|----------|
|-----------|------|-----------|-----|----------|

-----  
**Current period**

|   |   |    |    |
|---|---|----|----|
| 0 | 0 | .0 | .0 |
|---|---|----|----|

**Same period one year ago**

|   |   |    |    |
|---|---|----|----|
| 0 | 0 | .0 | .0 |
|---|---|----|----|



**Nova Scotia Power Inc.**  
PO Box 848, Halifax Nova Scotia B3J 2V7  
[www.nspower.ca](http://www.nspower.ca)

**Account Number** [REDACTED] **Amount due May 27** **\$7,822.50**

Enter payment amount [REDACTED]

JOANNA A HAMMERSLEY  
[REDACTED]

**For Electronic Payments Only**

**Subject:** Re: Re[4]: 5 Aug email to the DRO from Charton Krentz re Referral – Additional Customer Contribution Invoice dated 27 April 2026

**From:** "Customer Relations" <[customerrelations@nspower.ca](mailto:customerrelations@nspower.ca)>

**Sent:** 21/08/2026 11:36:57

**To:** "[nspdisputeresolution@gmail.com](mailto:nspdisputeresolution@gmail.com)" <[nspdisputeresolution@gmail.com](mailto:nspdisputeresolution@gmail.com)>

**CC:** "Charlton Krentz" <[charlton@redmayneregency.ca](mailto:charlton@redmayneregency.ca)>; "Customer Relations" <[customerrelations@nspower.ca](mailto:customerrelations@nspower.ca)>

**Attachments:** Joanna Hammersley Actuals Breakdown.pdf

Mr. Farmer,

Access for the DRO & Charlton Krentz has been granted on subject account# [REDACTED]

The attachment is the breakdown for the actuals associated with the subject account.

NS Power has billed for actual cost associated with line extension work order #6873680. The difference between quoted against actuals, left a total amount to be paid once the Free service allowance is deducted of \$6,861.84 + HST

Upon review of the actuals, it was determined that NS Power Apprentices labour accounted for over 25% of the total labour costs, so NS Power reduced the labour by \$426.69 to bring it back to the original quoted amount. NS Power also removed the \$17 "other" cost. New total left to be paid is \$6,418.15 + HST.

Once the customer is provided with an updated bill for the new amount of \$6,418.15 + HST. [It will be NS Power's position](#) that the subject account has been billed appropriately.

Derek.

**BILL SUMMARY**

|                           |                |                | <i>Cost</i>                | <i>Enter Quote</i> | <i>Variance</i>          |
|---------------------------|----------------|----------------|----------------------------|--------------------|--------------------------|
| Labour                    |                |                | \$ 11,278.46               | 10,851.77          | 426.69                   |
| Materials Less Depreciat  |                |                | \$ 6,806.34                | 6,806.34           | -                        |
| Contracts, Vehicles & Oth |                |                | \$ 14,529.78               | 8,093.52           | 6,436.26                 |
|                           | Free Allowance | FSA U/C        | SUB-TOTAL                  | \$ 32,614.58       | \$ 25,751.63 \$ 6,862.95 |
|                           | 92             | \$ 53.54       |                            | 4,925.68           |                          |
|                           |                |                | SUB-TOTAL                  | \$ 27,688.90       |                          |
| Credits/Pre-Payment       | Cheque #       | Date: dd/mm/yy | 0,827.06 + 3124.06 HST= \$ | \$ 20,827.06       |                          |
|                           |                |                | <b>TOTAL COST</b>          | <b>\$ 6,861.84</b> |                          |
|                           |                |                | HST                        | 960.66             |                          |
|                           |                |                | <b>Total incl HST</b>      | <b>\$ 7,822.50</b> |                          |

|                             | Quote       | Actuals      | Variance      |
|-----------------------------|-------------|--------------|---------------|
| <b>Contracts Breakdown:</b> |             |              |               |
| Traffic control             | \$ 3,340.78 | \$ 741.36    | \$ (2,599.42) |
| Backhoe                     | \$ 4,752.75 | \$ 13,771.42 | \$ 9,018.67   |
| other                       | 0           | 17           | \$ 17.00      |
|                             | \$ 8,093.53 | \$ 14,529.78 | \$ 6,436.25   |

Good morning –

Please see the below details pertaining to the information and documents requested, as well as the attachments.

Let me know if you have any questions.

Thanks, and have a safe day,

**Ashley Wilson** | Credit Services – Commercial Accounts Specialist | **Nova Scotia Power**

F: 902-428-6101

T: Customer Care 1-800-428-6230 E: [Ashley.wilson1@nspower.ca](mailto:Ashley.wilson1@nspower.ca)

[www.nspower.ca](http://www.nspower.ca)

Accordingly, please provide:

1. A complete explanation of the methodology by which the additional amount now claimed has been calculated, including reconciliation between:
  - the original quotation; *(Please see attached)*
  - the Nova Scotia Power line allowance; *(This is outlined in the bill attached, – it's  $92M \times 53.54 = 4925.68$ )*
  - the estimated project cost; *(Please see quote attached with highlight advising the quote is based on an estimate only)*
  - the actual project cost; and
  - the basis upon which the additional invoice of \$7,822.50 has been derived. *(Please see bill summary attached)*
2. A complete itemised breakdown of all additional labour, material, contractor and other costs relied upon. *(Please see summary bill attached)*
3. Copies of all field reports, supervisor notes, crew logs and internal job costing records relating to Work Order 6873680. *(We don't keep notes during a job unfortunately)*
4. Copies of any internal variance approvals, change authorisations or management approvals associated with the alleged cost overrun. *(We do not do this. However the cost overrun is due to the increased backhoe costs, which can be shown in the invoice actuals.)*
5. Details of every event or condition said to have resulted in additional costs beyond those contemplated by the original quotation. *(We do not have these details.)*

**JOB DETAILS**

Detail priced quote for 481m 1 phase line extension and new service connection with TCP for backhoe work only.

**Customer Name**

JOHN HAMMERSLEY

**Site Address**

[REDACTED]

**Mailing Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Work Order Number**

6873680

**Feeder Number****Planned/Designed By**

[REDACTED]

**Quote Preparation Date**

12-Aug-24

**Quote Valid Until**

11-Oct-24

**Quote Prepared By**

[REDACTED]

**Email Address**

westernplanningcoordinator@nspower.ca

**COST BREAKDOWN****Cost of Line**

|                                         |                   |           |                  |
|-----------------------------------------|-------------------|-----------|------------------|
| Total Length of Line                    | 481 meters        |           |                  |
| Nova Scotia Power Line Allowance        | 92 meters         |           |                  |
| Total Length of Line Funded by Customer | 389 meter(s)      |           |                  |
| Cost Per Meter                          | \$53.54 per meter |           |                  |
| <b>Total Cost of Line</b>               |                   | <b>\$</b> | <b>20,827.06</b> |

**Additional Costs**

|                                                               |           |          |
|---------------------------------------------------------------|-----------|----------|
| Labour                                                        | \$        | -        |
| Material                                                      | \$        | -        |
| Contractor Costs                                              | \$        | -        |
| Engineering Assessment for Water, Highway or Railway Crossing | \$        | -        |
| Municipality Permits                                          | \$        | -        |
| Other Services                                                | \$        | -        |
| Customer Owned Asset(s) Fee                                   | \$        | -        |
| Restoration                                                   | \$        | -        |
| <b>Total Additional Costs</b>                                 | <b>\$</b> | <b>-</b> |

**TOTAL (HST of \$3124.06 Included)** **\$** **23,951.12**

This estimate assumes regular working hours (Monday-Friday, 8:00 am-4:00 pm) unless otherwise noted.

**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.**

Additional costs such as rock breaking, civil work, or non-NSP costs are not included.

**HOW TO PAY****Cheque or Money Order**

Payable to Nova Scotia Power Inc., Attn: Planning Coordinator and submitted to:  
91 Lahave St., PO Box 10



## Nova Scotia Power Inc.

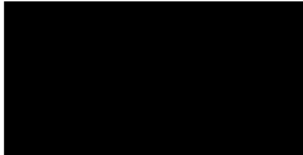
### Receipt Information:

Transaction ID # - 347722447

8/20/2024 1:44pm

John Hammersley

MJO# 24-735-144



|                                              |                    |
|----------------------------------------------|--------------------|
| Labour                                       | \$11,278.46        |
| Meal Chit(s)                                 | \$17.00            |
| Materials                                    | \$6,806.34         |
| Traffic Control                              | \$741.36           |
| Backhoe/Excavator/Floating Services          | \$13,771.42        |
| Subtotal                                     | \$32,614.58        |
| Free Service Allowance                       | \$4,925.68         |
| <b>Total Line Extension With New Service</b> | <b>\$27,688.90</b> |
| Pre-Payment                                  | \$20,827.06        |
| Balance Owing                                | \$6,861.84         |
| HST                                          | \$960.66           |
| <b>Total Balance Owing</b>                   | <b>\$7,822.50</b>  |

Total HST (11931 4938 RT) (Payment from 2024 was @15%, invoice amount from 2026 is @14%) \$4,084.72

### Payment Method:

Cheque (20,827.06 + 3124.06 HST= \$23,951.12) \$20,827.06

GETTING YOU CONNECTED

Your Building Site Quote



JOB DETAILS

Detail priced quote for 481m 1 phase line extension and new service connection with TCP for backhoe work only.

Customer Name

JOHN HAMMERSLEY

Site Address

Mailing Address

Phone Number

Work Order Number

6873680

Feeder Number

Planned/Designed By

Kyle Veinot

Quote Preparation Date

12-Aug-24

Quote Valid Until

11-Oct-24

Quote Prepared By

Chris Saunderson

Email Address

westernplanningcoordinator@nspower.ca

COST BREAKDOWN

Cost of Line

|                                         |                   |           |                  |
|-----------------------------------------|-------------------|-----------|------------------|
| Total Length of Line                    | 481 meters        |           |                  |
| Nova Scotia Power Line Allowance        | 92 meters         |           |                  |
| Total Length of Line Funded by Customer | 389 meter(s)      |           |                  |
| Cost Per Meter                          | \$53.54 per meter |           |                  |
| <b>Total Cost of Line</b>               |                   | <b>\$</b> | <b>20,827.06</b> |

Additional Costs

|                                                               |  |           |          |
|---------------------------------------------------------------|--|-----------|----------|
| Labour                                                        |  | \$        | -        |
| Material                                                      |  | \$        | -        |
| Contractor Costs                                              |  | \$        | -        |
| Engineering Assessment for Water, Highway or Railway Crossing |  | \$        | -        |
| Municipality Permits                                          |  | \$        | -        |
| Other Services                                                |  | \$        | -        |
| Customer Owned Asset(s) Fee                                   |  | \$        | -        |
| Restoration                                                   |  | \$        | -        |
| <b>Total Additional Costs</b>                                 |  | <b>\$</b> | <b>-</b> |

|                                          |  |           |                  |
|------------------------------------------|--|-----------|------------------|
| <b>TOTAL (HST of \$3124.06 Included)</b> |  | <b>\$</b> | <b>23,951.12</b> |
|------------------------------------------|--|-----------|------------------|

This estimate assumes regular working hours (Monday-Friday, 8:00 am-4:00 pm) unless otherwise noted.  
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.  
Additional costs such as rock breaking, civil work, or non-NSP costs are not included.

HOW TO PAY

Cheque or Money Order

Payable to Nova Scotia Power Inc., Attn: Planning Coordinator and submitted to:  
91 Lahave St., PO Box 10  
Bridgewater, NS B4V 2W6

Credit Card Payments

Respond to this e-mail with a phone number and time you can be contacted between the hours of 7:00 am and 4:00 pm.  
A vendor fee of 1.75% of your total balance will be applied.

Payment with PO

If you are part of our Credit Approval List, you can pay with a PO. Under \$2000.00, Under \$2,300.00 including tax, we can accept email approval. Please reply to this email stating that you accept the quoted charges. Please include a mailing address in your email.

CUSTOMER TO DOS

Please call our Customer Care Centre (1-800-428-6230) upon completion of each of the required items, so that we can begin work promptly.  
In the event that something changes with your project, please contact our Customer Care Centre. We'll return to your building site to re-scope.

Pay Fee

Payment of the estimated amount is required before we can schedule your work.

Prepare the Right-of-Way for Power Line Installation

You are responsible for clearing the right-of-way of tall trees or shrubs that could pose safety hazards or could grow to damage electrical equipment.

Ensure Legal Access to Property

Have a Grant of Easement signed by you and the neighbour who owns property the right-of-way will need to go through. This allows us to work on property that we do not own to get you connected.

ADDITIONAL NOTES

**Don Farmer, P. Eng., Dispute Resolution Officer (D.R.O.)**  
***Telephone (902) 428-6202, Toll-free 1-877-428-6202, Fax (902) 835-7744***  
***[nspdisputeresolution@gmail.com](mailto:nspdisputeresolution@gmail.com)***

Charlton Krentz acting as Agent for the Account of Joanna Hammersley.

After review and consideration of all of the following and attached, my Final Written Decision in the matter follows.

I will begin with my Role Statement as Dispute Resolution Officer (DRO) in matters of dispute between N.S.Power and their Customers : **I am not an employee of Nova Scotia Power** or the Nova Scotia Energy Board. I am appointed by Nova Scotia Power to satisfy the Regulations of the Board with respect to dispute resolution. My role is to address, and hopefully resolve, disputes with Nova Scotia Power that cannot be resolved through normal Customer channels. **In my role I investigate N.S.Power's interpretation, and application, of Board approved Regulations. I do not have any jurisdiction over N.S.Power's day-to-day operations or role as an Auditor.** My Decisions are binding on Nova Scotia Power but not on the Customer. Customers may appeal my Decisions (within 12 days of receipt of Final Written Decision) to the Board.

Your Dispute in summary is: that Joanna Hammersley is the Account holder related to this dispute (Account [REDACTED] that Charlton Kurtz has been give consent by the N.S.Power Account holder to allow DRO access to her Account information; that you dispute an "Additional Customer Contribution Invoice"; that the work relates to a line extension on 2<sup>nd</sup> Peninsula Rd constructed in accordance with Board approved Regulation 2.6; that you indicate that N.S.Power did "repeated site inspections;" that N.S.Power issued a "Building Site Quote" for \$23,951.12 on 12 Aug 2024 (Exhibit 1 attached); **that the Quote clearly states "The total price is an estimate only. Upon completion of the job, actual cost & applicable taxes will be reviewed and, if necessary, you will be billed accordingly"**; the work was completed on 25 June 2025; that N.S.Power issued a further invoice for an additional \$7,882.50 on 27 April 2026 (copy attached); and that you indicate "The actual project cost was requested. NSP did not identify the actual project cost or provide any reconciliation between the Original Quotation and the Additional Invoice. Instead, NSP stated that "The cost overrun is due to the increased backhoe costs, which can be shown in the invoice actuals." NSP therefore identifies increased backhoe costs as the basis of the Additional Invoice"

Board approved Regulation 2.6 states in part "The Company will normally provide to its customers, a maximum of 92 metres of line or service extension, or 92 metres of line and service combined. The Company shall provide to a year round residence, which the Company is satisfied is the customer's permanent, primary, or principal residence, an additional 100 metres of line extension along a public road for each year that the residence has been continuously occupied prior to the request or service, to a maximum of 1,600 metres. The customer shall contribute to the cost of all extensions over and above these provisions."

Board approved Regulations relevant to this matter are 2.6 and 6.4 – copy attached.

The Quote (Exhibit 1 attached) clearly states "The total price is an estimate only. Upon completion of the job, actual cost & applicable taxes will be reviewed and, if necessary, you will be billed accordingly

Final Written DRO Decision: In the context of Board approved Regulation 2.6, as of 27 April 2026, N.S.Power has appropriately billed the Customer for a line extension [REDACTED]

This Decision can be issued in conventional letter form, via regular mail, upon request.

You may appeal this decision to the Nova Scotia Energy Board (NSEB) if you wish; their contact information is: P.O. Box 1692, Unit M, Suite 300, 1601 Lower Water St. Halifax, N.S., B3J 2S3; Email - [board@novascotia.ca](mailto:board@novascotia.ca) ;Telephone - 902-424-1332 ,Toll Free in NS: 1-833-809-0040 ; Fax - 902-424-3919

Don Farmer, P.Eng.

Resolution Office