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Sent: April 28, 2026 3:22 PM

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

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

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Dear Ms. Wallace and Ms. Mavhunga,

I am in receipt of the Information Requests (IRs) issued on April 28, 2026. While I will provide a full response to the usage queries by the May 20th deadline, the Board's own requests to Nova Scotia Power (NSP) have now confirmed the following:

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

The Board has formally questioned NSP on its compliance with **Regulation 6.5**. By asking NSP to explain how they are compliant "if no signed agreements exist," the Board has admitted that a **signed contract is a mandatory legal threshold**. Since NSP has already failed twice to produce these signatures, the Board is currently facilitating the enforcement of a debt that has **no legal foundation**.

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

The Board is now questioning the involvement of third parties (VAC/Mitzi). Let the record be clear: I provided consent for VAC to **speak** with NSP, not to form a **contract** on my behalf. NSP unilaterally accepted a payment plan from a third party that exceeded my actual usage by over \$300/month without my signature and without Power of Attorney.

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

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

Current Usage Facts for the Record:

- My home is 2,500 sq. ft., but only 3 of 5 bedrooms are heated at most to conserve costs. All light fixtures have had been replaced with LED lights to conserve power. Main living area barely is heated.
- All appliances were purchased new in 2017 and are energy-efficient.

- The hot tub—which NSP uses to justify high estimates—has been **broken and completely disconnected for almost 4 years.**
- NSP has admitted to overbilling me by over \$300/month, yet you are allowing them to collect "arrears" based on those very overcharges. And the new DRO amount which i have directly appealed on March 4th less than 24 hours after the DRO's final decision after avoiding every regulatory issue i raised. But NSP wrote on the same day of the DRO decision they will start enforcing the new amount clearly violating the 12 day stay for my chance to appeal. I didnt even get 12 hours.
- I have also asked NS Power for years multiple times to send out efficiency NS to go through my home they have stated only if i paid even more money to them so they have never been through.

Conclusion:

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

I am reiterating my demand for an **Immediate Stay of Enforcement.** If the Board continues to facilitate this \$21,000+ theft while admitting the legal threshold hasn't been met, I will proceed with the media strategy tomorrow morning. This is only talking about the amounts they have **already taken from** and been **paid by me** they are now withholding the money they already stole off the non-existant "agreements" and go with these predatory billing and economic duress they are forcing upon me as i have called out their clear, willful and blatant non compliance.

Respectfully,

Dave Lincoln

Disabled Veteran

Sent from my Galaxy