

The purpose of the waiver is to work around a Discriminatory Action being orchestrated by the Directors of the Association. Please note that I am a member of the Association and also a Director (one of nine and the other eight all ran on the President's platform). The President of the Association is leading the Discriminatory charge by ignoring my requests for adding any items to the Board Meeting Agendas. He is a Dictator and rules with a steel fist and has a long history of discriminating against whomever or whatever he chooses.

Initially, the Association advised me that since my company is a for profit company and the Association is a not for profit organization it would be illegal for the Association to provide power to the store. Several lawyers that I have talked to say that is incorrect and the President will not allow anyone to speak with the Association lawyer. Is your lawyer aware of any such law?

The store was supplied power from the Association for more than 20 years and there is an Orange County Judge Ruling stating that the Association must continue to supply power to the store. In fact the Association recently settled a lawsuit by paying the previous store owner \$125,000 largely because they violated the Judge's prior ruling when they with the assistance of DEF illegally disconnected the store:

From Ruling Item 11. regarding electricity supplied to the store (Trading Post) and billed by the Association; the Judge ruled:

The Association, at its option, will install or caused to be installed a separate meter and separate service line to provide electricity to the Trading Post.

From Ruling Item 28 regarding Effective Date the Judge ruled:

The benefits and obligations stated herein shall bind the respective parties and their successors, assigns, and members.

Referring to Page 6 of the staff recommendation;"DEF's comments":

The first bullet item would be acceptable to the Association and preferable to the requirements of billing, maintaining, and collecting from Wiscan.

The second bullet item would be acceptable to the Association and preferable to the requirements of billing, maintaining, and collecting from Wiscan.

The third bullet item is easily accomplished using DEF digital meters and should be easily invoiced by a Large company that actively advertises their commitment to customer service. as evidenced in the DEF Core Values statement:

Caring – We look out for each other. We strive to make the environment and communities around us better places to live.

Integrity – We do the right thing. We honor our commitments. We admit when we're wrong.

Openness – We're open to change and to new ideas from our co-workers, customers and other stakeholders. We explore ways to grow our business and make it better.

The fourth bullet item is acceptable to Wiscan and is no different than the historical service.

The fifth bullet item would be preferable to the Association and acceptable to Wiscan.

The sixth bullet item is not applicable as no easements are required for the new meter solution; all new materials are installed on Wiscan property.

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Tariff Section IV Sheet 4.090, 3rd revision \$9.01; this is the first time I've heard of this objection and I suspect it would be grandfathered or overruled by the Judge's ruling. The Primary meter holder has provided power to this store on a reimbursable basis for many years. This is not a new facility just one that was with the cooperation of DEF illegally disconnected. The first time that DEF was called to disconnect the electricity there was almost a riot in the PARK as store employees and patrons blocked the DEF serviceman and cheered when he, probably concerned for his safety, left without disconnecting the power. I certainly expect that the DEF serviceman must have completed an internal report covering the incident. This was not the first attempt by DEF to disconnect one of the previous Owner's buildings and the disconnection of the other buildings was blocked by a protest, local media coverage, and finally a court injunction. I suspect that DEF is aware of that also although it may have happened before DEF was the owner of the Utility but most Progress Energy people were retained. The only reason DEF was able to successfully disconnect the store on their second attempt was due to a small store fire which had temporarily closed the store for repairs and therefore no employees or patrons at the store were on hand to protest like the first time.

Was the Owner of the Building given Written Notice by DEF of the disconnection prior to the illegal disconnection by DEF? Doesn't the FPSC have rules governing this? I know that there are very specific rules in Wisconsin and other states.

In the documents that I provided there is more evidence of Discriminatory action against the previous store owner who still lives on a land locked tract inside the Park and receives all Utility Services from the Association, including electricity, with the following legal settlement requirements::

If the previous store owner is late in payment of the electric bill?

If the Court determines, whether by order or by finding of fact, that the owner of the Private Residence failed to pay any outstanding Private Residence Fee, in whole or in part, then the Association shall be entitled to immediately and permanently terminate all utilities to the Private Residence, and the owner of the Private Residence shall have no right to demand provision of utilities or utility services from the Association. *(Would this meet the FPSC guidelines or DEF policies? I doubt that it is even legal in the USA.)*

AND THE GAG ORDER!

Non-Disparagement. The parties hereby agree that from the date of execution of this Agreement, the parties shall not directly or indirectly, orally or in writing, publish or communicate, or cause to be published or communicated any statement which disparages in any way and to any degree, or may be considered to be derogatory or detrimental to the good name or reputation of any other party, in their individual capacities or any combination thereof, any member of the Board of Directors of the Association, past, present or future, or any other resident of the Association.

Also note that regarding the DEF proposed plan to route a separate power supply source to the store it is unworkable since it would interfere with existing Association facilities and creates a hazard with overhead lines in the heavily forested campsite area. This is just another reason why I believe granting the waiver is in the best interest of the Association.

If you cannot provide the waiver which should be well within your authority, then I would request you order the Association and DEF to reconnect the electric service (or put in a dedicated line at their option) which was illegally disconnected and end their Discriminatory practice. Anything less would be a violation of the [The PSC's Role](#) statement; because you are allowing a Dictator to deny Wiscan electric service.

Nothing I've proposed can be considered a safety problem and the \$40,000 plus expenditure for an elaborate and time consuming installation where a minor modification would accomplish the same purpose is a substantial hardship for my company when clearly I am being abused by a Dictator trying to manipulate the system.

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This building also seems to be a good location for solar energy but it could not handle the building HVAC, freezers or electric cooking requirements and all solar program incentives that make solar cost effective are all based on or in conjunction with your electric company. Still I would like to consider a partial solar solution to minimize the carbon footprint which is why the waiver is my preferred approach.

What are my options if the FPSC cannot support my request:

- Suing my Association (wasted resources, they almost bankrupt the previous store owner in previous lawsuits; twice!)

- Generating my own power (noise, pollution, reliability issues, operating and insurance costs)

- Eliminating the store and converting to storage units (big loss for the community and not my objective).

- Pursuing the matter with the local media, Governor, or the Federal Government.

How about approving an interim waiver that could be modified if unforeseen problems arise or be made permanent at a future date?

If you choose to do nothing then you are supporting the Dictatorship by allowing a Dictator to decide which people get basic public services and which people suffer. Please note that I cannot even get property insurance on this structure because I cannot get an occupancy permit due to the illegal disconnection of the electric service.

Thanks for your consideration in this matter.

Sincerely,

Ken Wegner