

Diane Distefano
111 Brittany Court
Red Lion, PA 17356

December 3, 2017

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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DEC - 5 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Diane Distefano v. Metropolitan Edison Company
Docket No. C-2017-2631007

Dear Secretary Chiavetta:

Attached please find the Reply to Objections in the above referenced matter. This document has been served to Met-Ed's legal representative, Lauren Lepkoski. **Please note that this Reply to Objection requests the Complainant's right to a hearing.**

Respectfully,


Diane Distefano

Enclosures

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DIANE DISTEFANO

v.

METROPOLITAN EDISON COMPANY

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Docket No. C-2017-2631007

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DEC - 5 2017

REPLY TO OBJECTIONS

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

AND NOW, Diane Distefano answers the Objections set forth by Metropolitan Edison Company ("Met-Ed"), through Lauren M. Lepkiski and Tori L. Giesler, as follows:

1, 2 and 3 are admitted by Met-Ed.

4.(a) is admitted in part and denied in part by Met-Ed. They are only denying intent to shut off service because they were served a formal complaint. This however, does not mean that they do not have the intention of continuing termination of electrical services.

4. (b) is admitted and denied in part. Met-Ed is denying transparency, when in fact, they have not been clear regarding their company policy regarding medical letters and smart meter installations. They do not have a written policy regarding the acceptance of such letters, nor they give the customer any indication of length of time that accounts are placed "on hold" when accepting a medical letter in connection with smart meter installations other than a verbal indication by phone that the account is now "on hold". This is not being transparent or clear in their intention to "deploy" the smart meter with no regards to the medical situation of their customer.

Also under 4 (b) they state that "refusal to allow the Company access to its meter" is grounds for termination. It is **Denied** that Met-Ed is not being allowed access to the analog meter on the property at 111 Brittany Court, Red Lion, PA. Access to the current meter has not been denied- the only thing stated to Met-Ed is that the customer does not want a smart meter installed. Also under 4 (b) Met-Ed denies that smart meter installations are subjecting property owners to an "experiment". They admit they do not have sufficient knowledge to form any belief of this statement. The company has not shown proof or evidence of having any sufficient studies regarding human populations being exposed to smart meters under normal operation and health outcomes. As such, the current customer population is to a human experiment upon which no permission has been requested or granted. This is in violation of the Nuremburg Code.

4. (c) is denied by Met-Ed that their website and mailers have misleading information of how smart meters operate. The information given to customers about the operation of how smart meters communicate is misleading and can be demonstrated as fact, not a personal belief.

4. (e) is admitted and denied in part by Met-Ed that the smart meters are saving customer's money. It can be demonstrated that quite a large number of customer's bills have increased dramatically after smart meter installation, and this not take into account the additional cost burden placed on the customer for replacement and security costs required to maintain the "smart" grid.

4. (f) is denied by Met-Ed that the meter has no security or privacy issues, when the information collected by the meter is in violation of the Fourth Amendment. Their Customer Privacy policy does not reasonably address the issue of criminal or terrorist data hacking.

4. (g) Met-Ed is denying that they are not providing evidence of liability. The burden of evidence is on the company to demonstrate that they are accepting liability for any damages caused by the smart meter to people or property.

5. Met-Ed is denying here that as a customer, I have the right to a fair and impartial hearing. According to First Energy's Rights and Responsibilities as a Utility Customer, I have the right to:

Safe and Reliable utility service

To question or disagree with the utility company

To receive continuous utility service if I meet my responsibilities

6. No Protection from Abuse Order was referenced.

7. Is admitted by Met-Ed.

8, 9, 10 are Not applicable.

RESPONSE to NEW MATTER

11. Includes 1-10 above.

12. On May 15, 2017 it is denied that Met-Ed said they would "temporarily" delay for a "short period of time"

If a medical letter was submitted. Their wording was that they would place the account "on hold" and did not disclose any length of time. Even if they did state "short period of time", this is still not a clear disclosure of intent on their part. On June 23rd, their company representative advised that a physician would need to state that smart meter installation was "dangerous" to the property owner's health. This is what they requested be submitted, that a smart meter was "dangerous" to my health. Accepting the letter as requested and suspending termination at that time is admission that the smart meter can be dangerous in certain health situations. The company was not transparent in the length of time the medical letter would suspend termination of services. In September, they sent out a 10-day notice without any prior explanation of why the medical letter was no longer being honored.

13. According to Met-Ed, Act 129 directs electric distribution companies with at least 100,000 customers to file a smart meter technology procurement and installation plan with the Commission for approval. Act 129 states that: **EDCs to furnish smart meter technology (1) upon request from a customer that agrees to pay the cost of the smart meter at the time of the request, (2) in new building construction, and (3) in accordance with a depreciation schedule not to exceed 15 years.** Upon request from a customer that agrees to pay the cost of the smart meter at the time of the request AND in accordance with a depreciation schedule not to exceed 15 years does not anywhere state that smart meters are MANDATORY. Act 129 also states that the customer must agree to pay the cost of the smart meter, and this homeowner has not knowingly agreed to pay for a smart meter.

14. Met-Ed will be deploying smart meters through mid-2019. Who determines an arbitrary shut-off date for a customer when smart meters have not been made available to all customers yet? Again, Met-Ed does not have a clear policy made available to customers regarding smart meter shut-offs.

15. Informal complaints were not being accepted by the PUC when this homeowner called to voice an informal complaint.

16. If the Commission honors Act 129 as originally worded, customers must request and agree to pay for the cost of the smart meter. The utility must provide safe and reliable service according to their Customer Rights. The company needs to provide due diligence in safety studies before deploying hundreds of thousands of meters on the public at large.

17. If the Commission honors Act 129 as originally worded, customers must request and agree to pay for the cost of the smart meter. The utility must provide safe and reliable service according to their Customer Rights. The company needs to provide due diligence in safety studies before deploying hundreds of thousands of meters on the public at large.

18. As stated above, Act 129 requires the customer to request and agree to pay for the cost of the smart meter at the time of the request.

19. Metropolitan Edison is requesting dismissal of this complaint, and does not want to address these allegations.

According to First-Energy/Met-Ed's Customer Rights, the utility company can shut off your utility service Monday through Thursday for any of the reasons listed below:

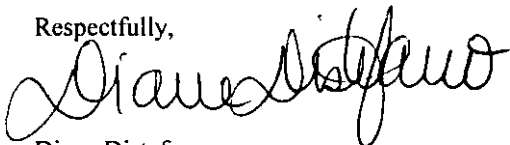
- Non-payment of an undisputed bill for service, nonpayment of a payment agreement, non-payment of a security deposit, or a "bad" check/dishonored credit card used to avoid a shutoff.
- Tampering with company meters or other company property, or stealing utility service.
- False statement or fraud in obtaining your utility service.
- Refusal to allow utility employees to read your meter or to check company equipment.
- Violations of rules, approved by the PUC, which may cause harm to individuals or damage to utility company equipment.

Their meter has not been tampered with, and utility employee has not been refused access to meter to check equipment or read the meter. No rules have been violated which may cause harm to anyone or any damage to the utility's equipment. Again, nothing in writing here shows any policy regarding shut-off of service if the utility customer does not want a smart meter installed. This customer is requesting to proceed with a fair hearing.

20. All of the public is affected by smart meter installations, and as such, all evidence and information against the involuntary subjection to this technology is wholly in the public interest.

21. Met-Ed has never requested specific health information from the complainant, however, health affects from a smart meter can be demonstrated, and shown that installation of such is detrimental to the health of the occupant(s).

Respectfully,



Diane Distefano
111 Brittany Court
Red Lion, PA 17356

Dated: December 3, 2017

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Diane Distano
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Red Lion, PA 17358

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- SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature, OR 2) Purchases additional insurance, OR 3) Purchases COD service, OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.
- Delivery Options**
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House of Representatives
House Judiciary Commission
401 North Capitol Street
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<input checked="" type="checkbox"/> 1-Day		<input type="checkbox"/> 2-Day		<input type="checkbox"/> Military		<input type="checkbox"/> DPO	
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		\$ 1.75					
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee		COD Fee			
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Time Accepted	10:30 AM Delivery Fee	Return Receipt Fee		Live Animal Transportation Fee			
<input type="checkbox"/> AM <input type="checkbox"/> PM	\$	\$		\$			
Weight	<input type="checkbox"/> Flat Rate	Sunday/Holiday Premium Fee		Total Postage & Fees			
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Acceptance Employee Initials							

DELIVERY (POSTAL SERVICE USE ONLY)

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Delivery Attempt (MM/DD/YY)	Time	Employee Signature	
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LABEL 11-B, JANUARY 2014

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