

August 6, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265

Re: Miranda Grace Edwards v. Duquesne Light Company
Docket No. C-2018-3002741

Dear Secretary Chiavetta:

Attached please find the Complainant's (my) responses to Duquesne Light Company's Preliminary Objections to Formal Complaint.

A copy of this document has been served upon the Respondent's Counsel, Shane Miller, Esq., in accordance with Commission regulations.

Please feel free to contact me if you have any questions.

Sincerely,



M. Grace Edwards
Complainant
msea.mdew@gmail.com

Attachment

Cc: Shane Miller, Esquire, Counsel for Duquesne Light Company (via email) (with attachment)

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MIRANDA GRACE EDWARDS,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No. C-2018-3002741

Complainant's Response to

**PRELIMINARY OBJECTIONS TO
FORMAL COMPLAINT**

Filed by Miranda Grace Edwards

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3835 Acorn Street
Pittsburgh, PA 15207

COMPLAINANT'S RESPONSE to PRELIMINARY OBJECTIONS TO FORMAL COMPLAINT

TO: RESPONDENT'S GENERAL COUNSEL, SHANE MILLER, ESQUIRE; AND JEREMY V FARRELL, ESQUIRE

THESE PAGES CONSTITUTE THE FILING OF MY WRITTEN RESPONSE TO THE PRELIMINARY OBJECTIONS OF RESPONDENT DUQUESNE LIGHT COMPANY. THESE HAVE BEEN SUBMITTED TO YOU PER THE AGREED-UPON DEADLINE OF AUGUST 6, 2018.



Miranda Grace Edwards

August 6, 2018

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIRANDA GRACE EDWARDS,

Complainant,

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DUQUESNE LIGHT COMPANY,

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No. C-2018-3002741

**Complainant's Response to
PRELIMINARY OBJECTIONS TO FORMAL COMPLAINT**

TO THE HONORABLE COMMISSION:

I have read the Preliminary Objections of the Respondent's Counsel, Paul Shane Miller, in its entirety and have the following responses and exceptions:

I. Introduction

1. DLC Counsel's statement: Complainant filed a Formal Complaint against Duquesne Light to prevent it from installing a "smart meter" at her residence. She seeks an order directing Duquesne Light "to refrain from shutting off my electric service and to cease its attempts to install a Smart Meter on my property."

Complainant's response:

1. No response needed.

2. DLC Counsel's statement: Complainant contends that the installation of a smart meter at her residence threatens her safety, security, privacy, and health. She also alleges, "The current iteration/interpretation of PA Act 129, and DLC's implementation of such, violates my 4th Amendment rights as specified in the U.S. Constitution."

Complainant's response:

2. No response needed.

3. DLC Counsel's statement: Duquesne Light files these Preliminary Objections to seek dismissal of the Formal Complaint to the extent that Complainant seeks to "opt out" of receiving a smart meter. Pennsylvania law requires Duquesne Light to install a smart meter at the service property. Accordingly, this portion of Complainant's claim is legally insufficient.

Complainant's response:

3(a). PA Act 129 of 2008 (hereafter referenced as Act 129), as signed by Governor Ed Rendell, has as its first and foremost tenet, §2807(f) (2) (i), that electric distribution companies (EDCs) “shall furnish” smart meter technology “upon request from a customer that agrees to pay the cost of the smart meter at the time of the request.” This is a voluntary *opt-in* provision that explicitly says EDCs will make the smart meter program available to customers; that a customer may request to join the program; and that if the customer makes a request and is willing to pay the cost of the smart meter, the EDC cannot deny the request. It is a matter of fact that I have never requested a smart meter. I never agreed to pay the cost of a smart meter. DLC’s statement that I “[seek] to ‘opt out’ of receiving a smart meter” is a misrepresentation of the facts in that I never agreed to opt in to the smart meter program.

3(b). Pennsylvania law does not “require Duquesne Light to install a smart meter at the service property.” The law, as quoted in ¶3(a) above, is clearly worded. The implementation regulations generated by the PA PUC and DLC’s smart meter implementation plan are at legal variance with the law [i.e., HB2200 §2807(f)(2)(i) as published in the public record and enacted into law].

3(c). Furthermore, even if the voluntary opt-in provision §2807(f)(2)(i) was not explicitly stated in Act 129 (but note that it is), I do not concede that smart meter programs like DLC’s are mandatory without exception.

3(d). There is no federal mandate for smart meters according to George W. Arnold, the national coordinator for smart grid interoperability at the National Institute of Standards and Technology. There is no federal law mandating that the general public or individual consumers must join a smart meter program. In a publicly-available PowerPoint presentation, Arnold summarized one platform of the White House’s/National Science and Technology Council’s 2011 report “A Policy Framework for the 21st Century Grid: Enabling Our Secure Energy Future” as follows: “Encourage utility companies to rely on the [NIST] Framework for guidance, but **avoid mandates.**” (emphasis added)
(<https://pdfs.semanticscholar.org/presentation/34e4/f77edd84df7f3b31ae06dbbe7e64319546c4.pdf>) The only requirement is that the consumer must be offered a smart meter; they can choose to accept or refuse. Alternatively, the consumer can request a smart meter and volunteer to opt in to the smart grid. No federal or state law confers upon DLC the authority to install a smart meter on my house without my permission. Furthermore, existing legal protections ensure that no one can be forced to comply with an unrevealed contract between private corporations, to which they were never a party and had no knowledge of.

3(e). The PA PUC, under its public safety mandate as defined in the PA Public Utility Code, has the authority to grant waivers for individuals or classes of individuals facing potential risk or harm.

3(f). As DLC Counsel states in ¶2, I contend that the installation of a smart meter at my residence threatens my safety, security, privacy, and health. Given this fact, I am also contending that the PA PUC's implementation regulations and DLC's smart meter implementation plan violate §1501 of the PA Public Utility Code: *Every public utility shall furnish and maintain **adequate, efficient, safe, and reasonable service and facilities**, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities **as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public**. Such service also shall be reasonably continuous and **without unreasonable interruptions** or delay.* (emphasis added)

3(g). The SK9MIA7 OpenWay smart meter in the smart grid intended by DLC is not adequate, efficient, safe, and reasonable; nor does it accommodate the needs and safety of its patrons. It is a controversial and inadequately-validated device and technology that has been shown in independent studies to be a credible threat of harm.

3(h). My DLC account is in good standing. I pay my bill on time each month. In other words, I am holding up my end of my contract with DLC. DLC seeks to shut off my electricity—a basic utility that protects me from injury and death in extreme weather—because I have declined a smart meter, which I never requested, and which presents a credible threat of harm. I contend that DLC following through on their plan to shut off my electricity would constitute an “unreasonable interruption” in service. Accordingly, I aver that this portion of my claim is legally sufficient.

4. DLC Counsel's statement: In addition, Duquesne Light seeks dismissal of Complainant's claim that the installation of a smart meter violates the Fourth Amendment to the United States Constitution because the Commission lacks jurisdiction to adjudicate this claim.

Complainant's response:

4(a). I am not asking the PA PUC to adjudicate my claim that installation of a smart meter on my property by DLC or any EDC without my consent constitutes a violation of the Fourth Amendment to the United States Constitution. It is nevertheless worth noting and considering the legally valid argument that the PA PUC's implementation order contradicts the Fourth Amendment to the United States Constitution. As far as I am aware, the lack of jurisdiction to adjudicate a claim that a law has been violated does not excuse a “creature of statute” (DLC Counsel in ¶25) such as the PA PUC from following the law.

4(b). I contend that the intersection of technology and privacy issues is a controversial topic—and that forcing customers to accept controversial smart meter technology that may endanger their homes, privacy, and health falls outside the PA PUC's jurisdiction per ¶27 of DLC Counsel's Preliminary Objection. In addition, the PA PUC acted outside its jurisdiction by writing an implementation order that

reversed the intent of Act 129 after it was signed into law. I am asking the PUC to correct this error.

4(c). Act 129 allows EDCs to, “with customer consent,” give third parties access to the customer’s meter data. These third parties include “electric generation suppliers and providers of conservation and load management services” but Act 129 does not specify any exclusions. The PA PUC, through its implementation order, has misinterpreted the language in Act 129 specifying its voluntary, opt-in nature to mean the exact opposite: mandatory smart meter installation with dire, potentially life-threatening penalties for noncompliance. If the PA PUC can reverse one portion of a law passed by elected representatives it was merely supposed to implement, there is precedent for reversing any other portion of the law in its implementation. For example, what does “customer consent” mean to the PA PUC? Would the PA PUC interpret “consent” to mean “using utility services,” even though customers must use those services to maintain their physical health? This interpretation would result in the provision of unsuspecting customers’ meter data to EDCs so EDCs can sell and/or otherwise distribute that data to third parties unknown to the customers.

4(d). One notable recent pro-privacy ruling is *Carpenter v. United States*, in which “the Supreme Court of the United States ruled that if the government wants to collect a suspect’s cell-site location information (CSLI)—detailed, granular data that shows where a person is every few seconds—it needs a warrant to do so.” (<https://arstechnica.com/tech-policy/2018/06/supreme-court-rules-yes-govt-needs-warrant-to-get-cellphone-location-data>)

4(e). Smart meter technology has the capability of gathering this same type of “detailed, granular” data—and more, such as when customers use the toilet, how late at night they stay awake, and when they have guests—from meter data.

4(f). The intersection of technology and privacy has long been a topic of controversy, and the widespread introduction of devices that collect such intimate data on individuals has kicked the controversy into high gear.

4(g). Other areas of controversy concerning smart meters include, but are not limited to: fire hazards, potential harmful health effects, and security risks on a personal and national scale. The mandatory introduction of any of these risks to utility customers constitutes a violation of §1501 of the PA Public Utility Code.

4(h). The PA PUC is charged with implementing laws, not rewriting them. It is already outside its jurisdiction regarding Act 129; in this case, it has interpreted one provision of the law to mean exactly the opposite of the General Assembly’s publicly-recorded intent. This reinterpretation does violate PA residents’ constitutional rights. Furthermore, it contradicts DLC Counsel’s argument in ¶27 that “Subject matter jurisdiction is a prerequisite to the exercise of power [for the PA

PUC] to decide a controversy. Hughes v. Pennsylvania State Police, 619 A.2d 390, 393 (Pa. Cmwlth, 1992).” The PA PUC has the authority to correct this error.

II. Relevant Factual Background

5. DLC Counsel’s statement: Complainant is a Duquesne Light customer at the property located at 35 Acorn Street, Pittsburgh, Pennsylvania 15207 (the “Property”).

Complainant’s response:

5. No response needed.

6. DLC Counsel’s statement: Duquesne Light plans to install a smart meter at the Property.

Complainant’s response:

6. No response needed.

7. DLC Counsel’s statement: Complainant has refused Duquesne Light’s attempt to install a smart meter and asks that the Commission permit her to opt out of receiving the smart meter.

Complainant’s response:

7(a). I do not dispute DLC Counsel’s assertion that I, the Complainant, have refused DLC’s attempt to install a smart meter.

7(b). DLC Counsel’s assertion that I “[ask] that the Commission permit [me] to opt out of receiving the smart meter” is a misrepresentation of the facts. As I explained in ¶¶3a of this response, I have never requested a smart meter. I never agreed to pay the cost of a smart meter. I am not seeking to “opt out,” but rather contending that I never agreed to opt in to the smart meter program.

8. DLC Counsel’s statement: Duquesne Light has not installed a smart meter at the Property yet.

Complainant’s response:

8. As of July 22, 2018, this statement is true and accurate to the best of my knowledge. Within the confines of this response, I follow DLC in excluding the AMR meter DLC says I already have on my Property from the category of “smart meter”—unlike the SK9MIA7 OpenWay—even though both meters transmit RF waves and information.

III. Argument

A. DLC Counsel’s statement: To the extent that Complainant seeks to “opt out” of receiving a smart meter, that portion of her claim must be dismissed because it is legally insufficient.

Complainant's response:

III(A). This portion of Complainant's (my) claim cannot be dismissed because the extent to which I seek to "opt out" of receiving a smart meter is nonexistent. As I will detail throughout this section, Act 129 is a voluntary *opt-in* law that explicitly says EDCs will make the smart meter program available to customers; that a customer may request to join the program; and that if the customer makes a request and is willing to pay the cost of the smart meter, the EDC cannot deny the request. Act 129 does not contain an opt-out provision because there is no need to opt out of an opt-in program. It is a matter of fact that I have never requested a smart meter. I never agreed to pay the cost of a smart meter. DLC's statement that I "[seek] to 'opt out' of receiving a smart meter" is a misrepresentation of the facts in that I never agreed to opt in to the smart meter program.

9. DLC Counsel's statement: Preliminary objections may be filed for "legal insufficiency of a pleading." 52 Pa. Code § 5.101(a)(4). "In order to be legally sufficient, a complaint must set forth an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission." Drake v. Pa. Elec. Co., Docket No. C-2014-2413771, 2014 WL 2003281, at *1 (Pa. P.U.C May 7, 2014) (Salapa, ALJ).

Complainant's response:

9(a). The PA PUC's implementation regulations and DLC's smart meter implementation plan (in my case, "[the] thing... about to be done") violate §1501 of the PA Public Utility Code: *Every public utility shall furnish and maintain **adequate, efficient, safe, and reasonable service and facilities**, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities **as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public**. Such service also shall be reasonably continuous and **without unreasonable interruptions or delay**.* (emphasis added)

9(b). The SK9MIA7 OpenWay smart meter in the smart grid intended by DLC is not adequate, efficient, safe, and reasonable; nor does it accommodate the needs and safety of its patrons. It is a controversial and inadequately-validated device and technology that has been shown in independent studies to be a credible threat of harm.

9(c). Regarding safety concerns, for example, federal law requires that all end devices and appliances powered by the electrical grid must obtain Nationally Recognized Testing Laboratories (NRTL) certification. In the U.S., Authorities Having Jurisdiction (AHJs) assert that certification of electrical equipment is necessary and that Underwriters Laboratories (UL) is the preferred safety certification organization. Itron, manufacturer of the SK9MIA7 OpenWay, boasts of its UL certification, but this certification is not the same as a UL mark required for

household appliances. In 2014, Underwriters Laboratories created *UL 2735, Standard for Safety for Electric Utility Meters*. The standard is available for purchase at [www.shopulstandards.com/ProductDetail.aspx?productId=UL2735_1_B_20130530\(ULStandards2\)](http://www.shopulstandards.com/ProductDetail.aspx?productId=UL2735_1_B_20130530(ULStandards2)), but its price is cost-prohibitive for members of the public seeking full detail. In its document describing the new standard, UL's words reveal inherent risks and problems associated with smart meters as compared to traditional electromechanical meters: UL has stated that "problems...have been reported from field installations of smart meters, including fires, meters ejecting from meter socket bases and exposed live parts. When electronic components are overstressed, there is a potential for the components to explode." The certification is a step in the right direction, but does not enforce the same safety standards a UL mark requires. Even if it did, the fact remains that fires have occurred involving smart meters with the UL 2735 certification—including the SK9MIA7 OpenWay smart meter being installed by DLC. One example occurred relatively close to home in the borough of Brookville, PA ("Tiny town's power surge fries computers, appliances, siding." *Manila Bulletin*, 31 Jan. 2017. *Infotrac Newsstand*, <http://link.galegroup.com/apps/doc/A510590374/STND?u=pl2058&sid=STND&xid=e0567abc>. Accessed 3 Aug. 2018.). On January 20, 2017, a failed power line component caused an electrical surge that affected hundreds of homes, burning smart meters and siding, exploding light bulbs, and frying appliances. Smart meters may not have caused the fires in this case, but they did not prevent the fires either. Electromechanical meters have properties inherently resistant to causing fires in houses, and would likely have stopped the damage seen in the Brookville houses. Smart meters lack these properties, and this vulnerability contributed to the damage. DLC cannot guarantee this same type of event will not happen in their service area. They are using the same smart meter with the same vulnerability.

9(d). Thousands of fires involving burned and/or exploded smart meters have been documented in PA, CA, TX, FL, NV, IL, MI, and across Canada. These fires have caused property damage and fatalities. Causes have been traced to the nature and quality of the smart meter design and construction, the quality of installation, and the condition of the wiring in the residence, which is not evaluated before installation. Introducing a safety risk such as this one violates §1501 of the PA Utility Code.

9(e). Regarding potential long-term health effects, smart meters—and the smart grids these are part of—have been demonstrated in a multitude of independent reputable analyses to be a credible threat of harm. EDCs, including DLC, often claim it has been proven that there are no health effects from smart meters. These claims have been refuted by many experts—including the World Health Organization, which classified radiofrequency electromagnetic fields as possibly carcinogenic to humans (Group 2B) (<http://www.who.int/en/news-room/fact-sheets/detail/electromagnetic-fields-and-public-health-mobile-phones>). Lead and DDT are also classified as Group 2B. Lloyd's of London has an exclusion clause specifically for electromagnetic fields (<http://andrewgeller.me/doc/Lloyds-Insurance->

Policy-EMF-Exclusion-150207.pdf), page 7, subsection 32 under “General Insurance Exclusions.” If there is absolutely no risk, no such exclusion would be necessary. By citing these sources, I am not trying to definitively prove a connection between electromagnetic fields/smart meters and cancer or any other health problem. I use these two examples to establish that, at the very least, smart meters are equally as controversial when it comes to health effects as they are in terms of privacy issues. I am not claiming to have suffered health effects from a smart meter I do not currently have. But I should not be forced to suffer health effects before I can challenge the installation of a smart meter on my Property. Furthermore, I have close friends and family members who do fall into vulnerable classes of individuals (e.g., the elderly, the very young); they should not be forced to suffer health effects from spending time with me at my home.

9(f). **Precedents:** On October 7, 2016, as one example, the Honorable ALC Jeffrey A. Watson ruled that the Preliminary Objections and Answer and New Matter of Duquesne Light Company, in Norbert Sliwinski v. Duquesne Light Company, C-2016-2559985, in which DLC similarly averred that Sliwinski’s Formal Complaint (which is not materially different from mine) was similarly legally insufficient, were denied. Judge Watson cited that it was in the public interest to address the material questions of fact that were raised.

Other precedents in this regard in which EDC Preliminary Objections and Answers and New Matters were denied include:

- * Thomas and Margery McCarey v. PECO Energy Company, Docket No. C-2013-2354862
- * Laura Sunstein Murphy v. PECO Energy Company, Docket No. C-2015-2475726
- * Susan Kreider v. PECO Energy Company, Docket No. C-2015-2469655
- * Michele and Francis Hriadil v. Duquesne Light Company, Docket No. C-2016-2571726

10. DLC Counsel’s statement: Section 703(b) of the Public Utility Code (“Code”) allows the Commission to dismiss any complaint without a hearing if, in its opinion, a hearing is not necessarily in the public interest. 66 Pa. C.S. § 703(b). See also, Campisi v. PECO Energy Company, Docket No. 2014-2434501, 2014 WL 4644282 at *1 (Pa P.U.C. Sept. 3, 2014) (Salapa, ALJ) (“The provision at 52 Pa. Code § 5.101(a)(4) serves judicial economy by avoiding a hearing where no factual dispute exists.”).

Complainant’s response:

10. I, the Complainant, assert that several factual disputes do exist. Also, the precedents cited in ¶¶9e of my response demonstrate that the Commission does recognize that hearings on this issue are in the public interest. DLC Counsel’s reference to Campisi v. PECO Energy Company is irrelevant because I never requested or agreed to opt in to the smart meter program.

11. DLC Counsel’s statement: Act 129 of 2008 (“Act 129”) requires electric distribution companies with more than 100,000 customers, including Duquesne Light, to deploy

smart meters throughout their service territories. 66 Pa. C.S. § 2807.

Complainant's response:

11a. Act 129 does not require EDCs, including DLC, to deploy smart meters throughout their service territories. DLC Counsel refers to the same section of Act 129 I quoted in ¶3a of my response. I aver that this is a voluntary *opt-in* provision that explicitly says EDCs will make the smart meter program available to customers who request them and agree to pay the cost of the smart meter. The law does not force customers to have smart meters installed on their property and pay a monthly surcharge for the meter. Furthermore, even if the voluntary opt-in provision §2807(f)(2)(i) was not explicitly stated in Act 129 (but note that it is), I do not concede that smart meter programs like DLC's are mandatory without exception. This would violate §1501 of the PA Code. Again, I have never requested a smart meter. I never agreed to pay the cost of a smart meter. The implementation regulations generated by the PA PUC and DLC's smart meter implementation plan are at legal variance with the law [i.e., HB2200 §2807(f)(2)(i) as published in the public record and enacted into law].

12. DLC Counsel's statement: Act 129 also requires electric distribution companies with more than 100,000 customers, including Duquesne Light, to file a smart meter technology procurement and installation plan with the Commission for approval. 66 Pa. C.S. § 2807(f)(1).

Complainant's response:

12. I am not disputing that Pa. C.S. § 2807(f)(1) required EDCs to file a smart meter technology procurement and installation plan "within nine months after the effective date" of the named paragraph.

13. DLC Counsel's statement: Duquesne Light filed a smart meter technology procurement and installation plan, which the Commission approved on May 6, 2013. See Docket M-2009-2123948.

Complainant's response:

13a. I am not disputing that DLC filed a smart meter technology procurement and installation plan, or that the Commission approved it. I aver that the Commission's own implementation order (Docket M-2009-2092655) is in error because it contradicts the opt-in provision of Act 129 that is explicitly stated in Pa. C.S. § 2807, and which I quoted in ¶3a of this response. But the PA PUC has the authority to correct this error. The PA PUC states that it "**believes that it was the intent of the General Assembly to require all covered EDCs to deploy smart meters system-wide when it included a requirement for smart meter deployment 'in accordance with a depreciation schedule not to exceed 15 years.'**"

13(b). The expressed intent of the legislature was documented in *Senate Journal* page 2626-2631, Oct. 8, 2008. Here, Senator Tomlinson states with regard to HB2200

(subsequently signed by Governor Rendell as Act 129) as amended by the Senate, “It is not mandated, but it allows for... anyone who wants to purchase a smart meter which they feel will help them manage their electric load better.” Here, Senator Boscola states, “We also made sure that smart meters would not be mandated for every single ratepayer. Not only is that a smarter approach to smart meter deployment, but it will also save electric customers hundreds of millions of dollars paying for something that will not provide a real benefit in their own households.” And here, Senator Fumo states, “In addition, we did not mandate smart meters, but we made them optional.” This intent is further substantiated by *House Journal* page 386-403, Feb. 11, 2008, and *House Journal* page 430-432, Feb. 12, 2008.

13(c). Provisions § 2807(f) (2) (ii) and (iii) address cases not associated with or beyond the scope of existing individual customers. Also, I aver that § 2807(f) (2) (iii) does not override or supersede § 2807(f) (2) (i), the first and foremost tenet; or § 2807(f) (ii). If § 2807(f) (2) (iii) did override or supersede the previous two tenets, those previous two tenets would be meaningless and would have no reason to be included in Act 129. But they were included.

13(d). Although the smart meter is attached to a homeowner’s residence, it is and remains the equipment and property of the EDC, which is a private corporation doing business for profit. One aspect of a corporation’s financial status is the expensing of capital assets and equipment through depreciation. Depreciation of an asset and the depreciation schedule for an asset has little to do with the actual service life of that asset or piece of equipment. Equipment routinely continues to function and be used well beyond its “depreciated life.” An asset’s “depreciable life” is an artificial construct that is assigned in the tax code, and it varies from asset to asset, property to property, and piece of equipment to piece of equipment. The PA PUC’s emphasis on and seeming misinterpretation of § 2807(f) (2) (iii) as a deadline for mandatory implementation of smart meter technology is debatable at best. A (mostly) analog meter like mine should have a service life of 30-40 years. I don’t know when my current meter was installed. But apparently it contains AMR technology, which would not have existed 30-40 years ago. It seems reasonable to expect that my current meter would not need to be replaced until at least 2025. Also, it has not been 15 years since Act 129 was signed into law. My current meter is functioning normally and should continue to do so for the foreseeable future.

13€. The original bill, PN3218, associated with HB2200, clearly stated that “Electric distribution companies shall furnish smart meter technology to: (C) One hundred percent of its customers within ten years after the effective date of this paragraph.” This would have implemented a definitive state mandate, but it was resoundingly rejected by the General Assembly. The legislation evolved to its final voluntary opt-in form, which was signed by Governor Rendell.

13(f). One may debate the meanings of the specific words that comprise § 2807(f) (2)

(iii), but one cannot argue the intent and meaning of the legislature's discussion as summarized by Senator Fumo's recorded statement [referenced in ¶12(a) of this response] that "we did not mandate smart meters, but we made them optional."

13(g). DLC's smart meter technology procurement and installation plan contradicts Act 129 and violates §1501 of the PA Utility Code.

14. DLC Counsel's statement: The Commission approved, in relevant part, Duquesne Light's amended smart meter technology procurement and installation plan ("Smart Meter Plan") on April 7, 2017. See Docket No. P-2015-2497267, Opinion and Order at 9, 51.

Complainant's response:

14. I am not disputing that DLC filed its amended smart meter technology procurement and installation plan or that the PA PUC approved it in relevant part. However, as far as I can tell, none of the relevant details I discussed in ¶3, ¶11, and ¶13 of this response changed from the previous filing. DLC's Commission-approved Smart Meter Plan contradicts Act 129.

15. DLC Counsel's statement: The Smart Meter Plan requires Duquesne Light to finish installing residential smart meters, including at the Property, by the end of 2018.

Complainant's response:

15(a). I am not disputing that DLC's Smart Meter Plan says it requires DLC to finish installing residential smart meters by the end of 2018. I am asserting that Act 129, the law that was enacted by a legislative body of elected officials, was explicitly intended to offer a *voluntary, opt-in* smart meter program; and that the PA PUC erroneously subverted the intent of the law by ignoring the recorded statements of legislators regarding Act 129 and taking liberties with the English language. This error had the effect of mandating large EDCs to force smart meter technology on unwilling customers. But the PA PUC has the authority to correct this error.

15(b). Filing a Formal Complaint against DLC with the PA PUC was the only option presented to me for refusing the smart meter because of the PA PUC's erroneous interpretation of Act 129.

16. DLC Counsel's statement: By attempting to install a smart meter at the Property in accordance with the Smart Meter Plan, Duquesne Light is, therefore, complying with the law.

Complainant's response:

16. DLC is *not* complying with the law. As I have shown in ¶3, ¶11, ¶13, and ¶15, the PA PUC's implementation order contradicts Act 129 as it was signed into law by Governor Rendell. As I have shown in ¶3(f), it also violates §1501 of the PA Utility

Code.

17. DLC Counsel's statement: Duquesne Light's installation of smart meters is consistent with, and not a violation of, the Code and Commission regulations and orders.

Complainant's response:

17(a). DLC's forced installation of smart meters is in violation of Act 129 as it was signed into law by Governor Rendell.

17(b). The PA PUC's implementation regulations and DLC's Smart Meter Plan violate §1501 of the PA Public Utility Code, as stated in ¶3f-h of this response.

17(c). DLC's installation of smart meters contradicts the wording and intent of Act 129 and §1501 of the PA Utility Code.

18. DLC Counsel's statement: Act 129 does not permit a customer to "opt out" of receiving a smart meter. To the extent that Complainant is requesting Duquesne Light to provide her with an opt out of its smart meter program, Complainant asks Duquesne Light to break the law.

Complainant's response:

18(a). Again, Act 129 does not contain language about opting out because there is no need to opt out of a voluntary, opt-in program. DLC's forced installation of smart meters, with potentially life-threatening penalties for noncompliance, breaks the law. It does not conform with § 2807(f) (2) of Act 129 or §1501 of the PA Public Utility Code. Complainant (I) am asking the PA PUC the correct the error in its implementation order and compel DLC to follow these laws.

19. DLC Counsel's statement: The Commission has ruled that "[t]he use of the word 'shall' in the statutes indicates the General Assembly's direction that all customers will receive a smart meter." *Evans v. PECO Energy Co.*, Docket No. C-2012-2368477, 2013 WL 7019103, at *3 (Pa. P.U.C. Dec 19, 2013) (Hoyer, ALJ)"

Complainant's response:

19(a). Again, as stated in Complainant Response ¶3(a), PA Act 129, as signed by Governor Ed Rendell, has as its first and foremost tenet, §2807(f) (2) (i), that electric distribution companies (EDCs) "shall furnish" smart meter technology **"upon request from a customer that agrees to pay the cost of the smart meter at the time of the request."** (emphasis added) This is a voluntary *opt-in* provision that explicitly says EDCs will make the smart meter program available to customers; that a customer may request to join the program; and that if the customer makes a request and is willing to pay the cost of the smart meter, the EDC cannot deny the request. To reiterate, I have never requested a smart meter. I never agreed to pay the cost of a smart meter.

19(b). Reiterating ¶13(e) of my response, PN3218 (the original bill associated with HB2200) clearly stated that “Electric distribution companies shall furnish smart meter technology to: (C) One hundred percent of its customers within ten years after the effective date of this paragraph.” This would have implemented a definitive state mandate, but it was resoundingly rejected by the General Assembly. The legislation evolved to its final voluntary opt-in form, which was signed by Governor Rendell.

19(c). Using the single word “shall” to turn a voluntary opt-in law into a mandatory implementation program is an immense amount of work for that single word to do, and also a contortionist’s stretch. Regardless, as referenced in ¶13(f) of my response, although some may debate the meanings of the specific words that comprise § 2807(f) (2) (iii), one cannot argue the intent and meaning of the legislature’s discussion as summarized by Senator Fumo’s recorded statement [referenced in ¶12(a) of this response] that “we did not mandate smart meters, but we made them optional.”

19(d). As stated in ¶13(g), DLC’s smart meter technology procurement and installation plan complies with the Commission’s implantation order but directly contradicts Act 129.

20. DLC Counsel’s statement: Likewise, the Commission Implementation Order relating to the installation of smart meters provides: “The Commission believes that it was the intent of the General Assembly **to require all covered EDCs to deploy smart meters system-wide when it included a requirement for smart meter deployment ‘in accordance with a depreciation schedule not to exceed 15 years.’**” *Id.* (quoting Smart Meter Procurement and Installation Implementation Order, Docket No. M-200902092655 (entered June 24, 2009)) (emphasis added).

Complainant’s response:

20(a). As stated in Complainant Response ¶13(c), provisions § 2807(f) (2) (ii) and (iii) address cases not associated with or beyond the scope of existing individual customers. § 2807(f) (2) (iii) does not override or supersede § 2807(f) (2) (i), the first and foremost tenet; or § 2807(f) (ii). If § 2807(f) (2) (iii) did override or supersede the previous two tenets, those previous two tenets would be meaningless and would have no reason to be included in Act 129. But they were included.

20(b). Again, as stated in ¶13(d), a smart meter is attached to a homeowner’s residence but is and remains the equipment and property of the EDC, which is a private corporation doing business for profit. One aspect of a corporation’s financial status is the expensing of capital assets and equipment through depreciation. Depreciation of an asset and the depreciation schedule for an asset has little to do with the actual service life of that asset or piece of equipment. Equipment routinely continues to function and be used well beyond its “depreciated life.” An asset’s “depreciable life” is an artificial construct that is assigned in the tax code, and it varies from asset to asset, property to property, and piece of equipment to piece of equipment. The PA PUC’s emphasis on

and seeming misinterpretation of § 2807(f) (2) (iii) as a deadline for mandatory implementation of smart meter technology is debatable at best. In addition, it has not been 15 years since Act 129 was signed into law. A (mostly) analog meter like mine should have a service life of 30-40 years. I don't know when my current meter was installed. But apparently it contains AMR technology, which would not have existed 30-40 years ago. It seems reasonable to expect that my current meter would not need to be replaced until at least 2025. Furthermore, my current meter functions without problems and should continue to do so for the foreseeable future.

21. DLC Counsel's statement: Simply put, "there is no provision in the statute that allows customers to 'opt out' of smart meter installation, as Complainants desire." Evans, 2013 WL 7019103 at *3. see also, Francis v. PECO Energy Co., Docket No. C-2014-2451351, 2015 WL 5011620, at *7 (Pa. P.U.C. August 20, 2015) (noting that "there is no provision in the Code, the Commission's Regulations, or Commission Orders that permits a customer to opt out of having the smart meter installed on his or her premises."

Complainant's response:

21(a). This statement references two prior cases related to Complainants' "desire" to "opt out" of smart meter installation." I aver that DLC Counsel's statement was been addressed and argued in Complainant's Response ¶3(a-c), ¶7(b), III(A), ¶10a, ¶18a, and ¶19(a-b). The implication that I also "desire" to opt out of a program that I never agreed to opt into is a misrepresentation of the facts of this situation.

22. DLC Counsel's statement: Complainant seeks to "opt out" of receiving a smart meter, Complaint at ¶5, but her request is legally insufficient and should be dismissed. See Campisi, supra (granting preliminary objections for legal insufficiency where the complainant sought to opt out of PECO's smart meter program) (citing additional cases; Jackson v. PECO, Docket No. C-2017-2600495 (June 26, 2017) (Salapa, ALJ) (sustaining preliminary objections and dismissing a formal complaint that opposed the installation of a smart meter).

Complainant's response:

22(a). This statement also references two prior cases related to Complainants' seeking to "opt out" of receiving a smart meter." I aver that DLC Counsel's statement was been addressed and argued in Complainant's Response ¶3(a-c), ¶7(b), III(A), ¶10a, ¶18a, ¶19(a-b), and ¶21(a). The statement that I also "seek to 'opt out' of receiving a smart meter" is a misrepresentation of the facts of this situation.

22(b). In my Formal Complaint, I did not number my paragraphs or know I was supposed to do so. (I had only three days to complete and file the Formal Complaint because I had received a three-day shutoff notice.) Therefore, I am unsure which specific paragraph DLC Counsel references with "¶5," but I aver that I am not seeking to opt out of receiving a smart meter. I never agreed to receive a smart meter or pay

the cost of a smart meter, and therefore I never opted in. I found my recounting of my initial call to DLC's customer service number, and at that time, I said I wanted to know how to opt out. I had only learned about the existence of smart meters the week before, and had no information about Act 129 except where/if it was mentioned in the flier sent by DLC. I did not know that Act 129 contained no opt-out provision or that the reason it contains no opt-out provision is that has a provision that explicitly states the program adoption of smart meters is voluntary and opt-in by nature. The next closest I can find to an "opt out" reference is the final paragraph of my Formal Complaint, which describes how PA House Consumer Affairs Committee Chairman Robert Godshall, whose son Grey works as a Project Manager for Exelon/PECO, has prevented numerous smart meter opt-out bills introduced from even being called to the floor for a vote. I stated that Chairman Godshall should have been sanctioned and/or forced to recuse himself from chairing the opt-out bills because of his clear conflict of interest. I expressed hope that a future opt-out bill would receive a fair hearing after Chairman Godshall retires in November 2018, but that is not the same as pursuing an opt-out from the smart meter program in my Formal Complaint. Again, I never requested a smart meter or agreed to pay the cost of a smart meter. I never opted in to the smart meter program. Furthermore, existing legal protections ensure that no one can be forced to comply with an unrevealed contract between private corporations, to which they were never a party and had no knowledge of.

23. DLC Counsel's statement: Finally, it bears noting that the Commonwealth Court's decision in Romeo v. Pa. Public Util. Comm'n, 154 A.3d 422 (Pa. Commw Ct. 2017) does not undermine Duquesne Light's Preliminary Objection, which seeks dismissal of the portion of the Formal Complaint in which Complainant requests to opt out of Duquesne Light's smart meter program. Romeo did not create an opt-out provision in Act 129. Installation of smart meters is still mandatory as a condition of receiving electric service from Duquesne Light, so the portion of the Formal Complaint requesting an opt-out is legally insufficient.

Complainant's response:

23(a). As stated in ¶22(b) there is no "portion of [my] Formal Complaint requesting an opt-out."

23(b). In Romeo v. Pa. Public Util. Comm'n, 154 A.3d 422 (Pa. Commw Ct. 2017), the Commonwealth Court of Pennsylvania reversed its sustentation of PECO Energy Company's preliminary objection based on legal insufficiency and its dismissal of Romeo's claim that smart meters present a health and safety concern. I also contend that smart meters present a health and safety concern, and have referred to recorded incidents of fires as Romeo did. Like Romeo, I am arguing that the PA PUC's implementation order violates §1501 of the Code. Romeo cites "clear evidence of the dangers these smart meters pose" and avers that "[he] should not be forced to have suffered damage to his home or his family's health . [sic] in order to have the opportunity to challenge the installation of a smart meter at his home. (Romeo's Brief at

8.)”

The Commission stated, “Romeo claimed that the smart meters cause safety and fire hazards and have a negative health impact. Just because he cannot personally testify as to the health and safety effects does not mean that his complaint is legally insufficient. He could make out his claim through the testimony of others as well as other evidence that goes to that issue. Because his complaint was not legally insufficient, the Commission erred in dismissing the complaint.” I am in a position similar to Romeo’s: I have not had a smart meter installed yet but should not be forced to suffer damage to my home or health (or privacy or security) in order to have the opportunity to challenge the installation of a smart meter on my Property.

23(c). Since a Commonwealth Court judge ruled in 2017 that Romeo should be given the opportunity to present evidence of the dangers smart meters pose, additional supporting evidence has emerged.

B. DLC Counsel’s statement: Complainant’s claim that Duquesne Light has violated the Fourth Amendment to the United States Constitution must be dismissed because the Commission lacks jurisdiction to resolve this claim.

Complainant’s response:

III(B)(a). I contend that installation of a smart meter on my property by DLC or any EDC without my consent does constitute a violation of the Fourth Amendment to the United States Constitution. I have presented supporting arguments in ¶4(a)-(h).

III(B)(b). However, I am not asking the PA PUC to resolve my claim that installation of a smart meter on my property by DLC or any EDC without my consent constitutes a violation of the Fourth Amendment to the United States Constitution. Rather, I refer to one recent example of a pro-privacy ruling on this issue by the United States Supreme Court ¶4(d) and aver that the intersection of technology and privacy issues is a controversial topic. In my Formal Complaint, I was not making an argument specifically about jurisdiction by mentioning the Fourth Amendment to the United States Constitution. It is nevertheless worth noting and considering the legally valid argument that the PA PUC’s implementation order contradicts the Fourth Amendment to the United States Constitution [see ¶4(a)-(h)]. As far as I am aware, the lack of jurisdiction to adjudicate a claim that a law has been violated does not excuse a “creature of statute” (DLC Counsel in ¶25) such as the PA PUC from following the law.

III(B)(c). I am aware that the PA PUC, the entity whose implementation order contradicts Act 129 C.S. § 2807 (which I quoted in ¶3a of this response and elsewhere) and violates §1501 of the PA Public Utility Code is also charged with adjudicating my claims. The PA PUC does have the authority to correct this error. However, this could present a conflict of interest in that I am asking an administrative law judge who works for the PA PUC to essentially rule against the PA PUC. I am filing this response *pro se* under relatively similar time constraints as in my original Formal Complaint, and I do not know the prescribed relief for situations such as this

one. It seems to me that another venue for adjudicating my claims might be considered. I do not know what that venue would be or how their jurisdiction would differ from the PA PUC's.

24. DLC Counsel's statement: A party may file preliminary objections on the grounds that the Commission lacks jurisdiction. 52 Pa. Code §5.101(a).

Complainant's response:

24. No response needed.

25. DLC Counsel's statement: The Commission is a creature of statute and may exercise only those powers that are expressly conferred upon it by the legislature. Feingold v. Bell of Pennsylvania, 383 A.2d 791, 794 (Pa. 1978).

Complainant's response:

25. Counsel's statement in ¶25 that the PA PUC is "a creature of statute and may exercise only those powers that are expressly conferred upon it by the legislature" supports my assertion that by directly contradicting Act 129 C.S. § 2807 (which I quoted in ¶3a of this response and elsewhere) and violating §1501 of the PA Public Utility Code, the PA PUC's implementation order (along with DLC's smart meter implementation plan in compliance with the PA PUC's implementation order) oversteps the bounds of the PA PUC's jurisdiction.

26. DLC Counsel's statement: The Commission must act within, and cannot exceed, its jurisdiction. City of Pittsburgh v. Pa. Pub. Util. Comm'n., 43 A.2d 348, 348 (Pa. Super. 1945).

Complainant's response:

26. Counsel's statement in ¶26 that "the Commission must act within, and cannot exceed, its jurisdiction" supports my assertion that the PA PUC's implementation order (along with DLC's smart meter implementation plan in compliance with the PA PUC's implementation order) cannot legally be enforced with utility shutoffs (or threats thereof) when customers refuse a smart meter. The PA PUC's Act 129 implementation order directly contradicts Act 129 C.S. § 2807 (which I quoted in ¶3a of this response and elsewhere) and violates §1501 of the PA Public Utility Code.

27. DLC Counsel's statement: Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. Hughes v. Pennsylvania State Police, 619 A.2d 390, 393 (Pa. Cmwlth, 1992).

Complainant's response:

27. Counsel's statement in ¶27 that "[s]ubject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy" supports my assertion that the PA PUC has erroneously exceeded its jurisdiction with its Act 129 implementation order. This implementation order (along with DLC's smart meter implementation plan in compliance

with the PA PUC's implementation order) forces customers to accept controversial smart meter technology. The SK9MIA7 OpenWay smart meter used by DLC has been shown in independent studies to be a credible threat of harm. It has been involved in numerous house fires across the U.S. and Canada (for example: Itron smart meters in Houston, TX, as detailed at <http://apps.nrlb.gov/link/document.aspx/09031d4581b1f209>). Another related controversy surrounding smart meters concerns privacy issues, which I referenced by stating that installation of a smart meter on my Property against my wishes violates my Fourth Amendment rights. In unilaterally deciding the controversy over smart meter technology (deciding it is not harmful or dangerous despite evidence to the contrary, and that customers should be forced to accept it or lose their utility services) for residents of Pennsylvania, the PA PUC reversed Act 129 C.S. § 2807 (which I quoted in ¶3a of this response and elsewhere) and violated §1501 of the PA Public Utility Code.

28. DLC Counsel's statement: Section 701 of the Code, 66 Pa. C.S. §701, authorizes the Commission to hear complaints regarding the Code, Commission Regulations, or a Commission order. Haleema B. Alkhatib v. PECO Energy Co., C-2011-2242125, 2012 WL 641672, at *5 (Pa. P.U.C. Jan. 12, 2012).

Complainant's response:

28(a). I am not completely sure that “*5” means the fifth paragraph of Haleema B. Alkhatib v. PECO Energy Co., C-2011-2242125, 2012 WL 641672, at *5 (Pa. P.U.C. Jan. 12, 2012). If it does, DLC Counsel refers to the following:

*Also on June 8, 2011, PECO filed Preliminary Objections (Preliminary Objections) with a Notice to Plead attached thereto. PECO requested that the Commission dismiss the Complaint based on the three grounds. First, PECO averred that the Commission's Regulations at 52 Pa. Code §5.101(a)(1) provide that a complaint may be dismissed for lack of subject matter jurisdiction and that the Commission does not have jurisdiction to address complaints “invoking or interpreting IRS rules, IRS forms, bankruptcy issues, banking regulations, and criminal laws.” Preliminary Objections at 3. Second, PECO submitted that 52 Pa. Code §5.101(a)(2) provides that a formal complaint may be dismissed for including scandalous and impertinent matter and “the mere fact that Complainant avers that PECO has stolen public funds related to bogus payments reportedly made to the United States Treasury for her utility bills is outrageous and cannot stand.” Preliminary Objections at 4-5. Third, PECO argued that pursuant to 52 Pa. Code §5.101(a)(4), a formal complaint may be dismissed for legal insufficiency. PECO noted that in James Coppedge v. PECO Energy Company, F-2009-2135893 (Order entered August 3, 2010) (Coppedge), the Commission found that it “does not determine whether a ‘payment arrangement’ is a negotiable instrument.” Preliminary Objections at 4. PECO submitted that “[t]his is a legal conclusion and a question to be decided by a court, not the Commission.” *Id.**

I do not dispute the above arguments in the context of what I believe to be Haleema B. Alkhatib v. PECO Energy Co., C-2011-2242125, 2012 WL 641672, at *5 (Pa. P.U.C.

Jan. 12, 2012). I am not asking the Commission to address a complaint that invokes or interprets “IRS rules, bankruptcy issues, banking regulations, [or] criminal laws.” I suppose DLC Counsel intends to draw a parallel between IRS rules etc. and the United States Constitution. I am not attempting to interpret the Fourth Amendment to the United States Constitution, nor am I asking the PA PUC to do so. I refer to the Fourth Amendment because the debate around whether mandatory installation of smart meters violates the U.S. Constitution indicates the issue is a topic of controversy. According to DLC Counsel at ¶27, the PA PUC lacks jurisdiction to decide matters of controversy. Again, I aver that the PA PUC erroneously created an implementation order that had the effect of unilaterally deciding the controversy over smart meter technology (asserting that customers should be forced to accept it or lose their utility services) for residents of Pennsylvania.

28(b). Per Section 701 of the Code, 66 Pa. C.S. §701 as referenced by DLC Counsel in ¶28, my complaint is relevant because I aver that the PA PUC reversed Act 129 C.S. § 2807 (which I quoted in ¶3a of this response and elsewhere) and violated §1501 of the PA Public Utility Code. I also contend that the PA PUC has the authority to correct this error.

29. DLC Counsel’s statement: The Commission does not have jurisdiction over claims arising under the United States Constitution. See Alice Ann Belmonte-Gates v. PECO Energy Co., F-2012-2332583, 2013 WL 596066, at *7 (Jan. 24, 2013) (Commission does not have jurisdiction over matters involving federal civil rights) (Cheskis, ALJ); James Coppedge v. PECO Energy Co., F-2009-2135893, 2010 WL 3183815, at *5-6 (July 29, 2010) (Commission does not have jurisdiction over issues arising under the United States Constitution).

Complainant’s response:

29. I aver that DLC Counsel’s statement was been addressed and argued in Complainant’s Response ¶4(a), ¶4(b), ¶4(d), ¶4(h), section IIIB(b), and ¶27.

30. DLC Counsel’s statement: Here, Complainant claims that Duquesne Light has violated her rights under the Fourth Amendment to the United States Constitution by attempting to install a smart meter at the Property. Complaint at ¶4.

Complainant’s response:

30. I do not claim that DLC has already violated my rights under the Fourth Amendment to the United States Constitution. As DLC Counsel stated in ¶8, DLC has not yet installed a smart meter at my Property. To do so without my consent would directly contradict Act 129 C.S. § 2807 (which I quoted in ¶3a of this response and elsewhere) and violate §1501 of the PA Public Utility Code.

31. DLC Counsel’s statement: The Commission does not have jurisdiction to rule on this claim.

Complainant's response:

31. I aver that DLC Counsel's statement was been addressed and argued in Complainant's Response ¶4(a), ¶4(b), ¶4(d), ¶4(h), section IIIB(b), ¶24, ¶25, ¶26, and ¶27.

32. DLC Counsel's statement: Accordingly, this portion of the Formal Complaint must be dismissed.

Complainant's response:

32. This is the last Preliminary Objection provided by DLC Counsel. The Complainant (I) aver that I have made the case that my mention of the Fourth Amendment to the United States Constitution has merit, regardless of whether the PA PUC has jurisdiction over matters involving federal civil rights. I am not asking the PA PUC to adjudicate my claim that installation of a smart meter on my property by DLC (or any EDC) without my consent constitutes a violation of the Fourth Amendment to the United States Constitution. Rather, I contend that the intersection of technology and privacy issues is a controversial topic—and that forcing customers to accept smart meter technology that may endanger their homes, privacy, and health constitutes deciding a controversy and falls outside the PA PUC's jurisdiction per ¶27 of DLC Counsel's Preliminary Objection. Furthermore, I assert that the PA PUC's erroneous interpretation of Act 129 has caused it to create an implementation order that is actually in violation of Act 129's explicit statements in Pa. C.S. § 2807. The PA PUC has the authority to correct this error and should do so to prevent abuses of federal civil rights, among other reasons. Mandatory installation of controversial smart meter technology not only conflicts with the publicly-recorded intent of Act 129, it also violates §1501 of the PA Public UtilityCode.

WHEREFORE, Complainant Miranda Grace Edwards respectfully requests that the Commission deny Duquesne Light Company's Preliminary Objections, as has occurred in other similar cases before the Commission. I believe I have addressed each of Duquesne Light Company's objections and that I have provided sufficient evidence that this is a matter of public interest and that Duquesne Light Company has no basis to ask for my complaint to be dismissed.

Respectfully submitted,



Miranda Grace Edwards

August 6, 2018

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIRANDA GRACE EDWARDS,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No. C-2018-3002741

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participant listed below in accordance with the requirements of 52 PA. Code § 1.54 (relating to service by a participant):

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Dated this 6th day of August, 2018



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