

Jeffrey W. Arndt
4141 Fundistown Road
Trafford, PA 15085

August 27th, 2018

VIA ELECTRONIC FILING and Certified Mail

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

RE: Jeffrey W. Arndt v. Duquesne Light Company
Docket No. C-2018-3003482

Dear Secretary Chiavetta:

Enclosed for filing is my written response in the above referenced proceeding, is response to Duquesne Light's Answer and New Matter as requested in the notice to plead. Copies will be provided as indicated on the Certificate of Service.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey W. Arndt', is written over a vertical line that extends from the signature down to the typed name below.

Jeffrey W. Arndt

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following Persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Via Email and Certified Mail

Council of record for Duquesne Light Company

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JEFFREY W. ARNDT,	:	
	:	
Complainant,	:	
	:	
vs.	:	No: C-2018-3003482
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

Answers to New Matter of Jeffrey W. Arndt

Answer and New Matter

4. There is no disputing that Duquesne Light is acting in accordance with the plans of procurement and installation that has been approved by the Pennsylvania PUC in regards to their attempts to install a smart meter on my property which is within their service territory. I am however, challenging Duquesne Light in that there should be no allowance for removing choice. Furthermore, I am alleging that Duquesne Light has entered into this and set forth these plans without the consideration of Duquesne Light customers or the research to the fullest capacity. As a customer of Duquesne Light and a citizen of the state of Pennsylvania in which the PUC has implemented these plans and has jurisdiction over such matters, I am operating within my legal rights to question these procedures and to dispute the basis for them. I do not agree with Duquesne Light's statement or assessment that the smart meter will not have an adverse effect my health or the health of those who are within or around my property, not to exclude plant and animal life. Therefore according to the constitution of the state of Pennsylvania and the constitution of the United States of America and in good conscious on behalf of other residents in the state of Pennsylvania should, in fact, voice this concern. It is the moral and ethical obligation for a citizen to voice dispute in the effort to preserve land and liberty.

In response to the statement by Duquesne Light to finish installing smart meters by the end of 2018, as I stated in my preliminary objections, and according to the Docket No. M-2009-2123948, Duquesne Light company's final smart meter plan found on their

website on page 33 it states “The company did provide an initial estimated date of December 31, 2018 for full system roll out of smart meters. However, the company explained that this date was not final and that the company would provide a detailed description of its plans for full system-wide roll out of smart meter technology as part of its Final Smart Meter Plan.”

Duquesne Light makes reference to its legacy Automatic Meter Reading meter that is currently installed on my property which after doing further research on, find that the claims on said meter by Duquesne Light are also erred and confusing. Not only that but this “legacy” meter also presents disadvantages and problems to the customer and I intend on addressing those facts as well. The issue of the safety of the smart meter that Duquesne Light persists in installing is not to be associated with the current legacy meter since the legacy meter operates completely differently than the smart meter they are attempting to install. The FCC guidelines do not address these facts. The comparison to other technology is inappropriate. Duquesne Light submitted comment on a report from the California council on **Service** and technology, however no such organization exists. In fact the California council on **Science** and technology 2011 report on HEALTH IMPACTS OF RADIO FREQUENCY EXPOSURE FROM SMART METERS, says on page 22 “FCC guidelines protect against thermal effects of RF exposure. Many non--thermal effects have been suggested, and additional research is needed to better understand and scientifically validate them.

In response to Duquesne Light bringing attention to the World Health Organization, The International Agency for Research on Cancer (IARC), part of the United Nations' World Health Organization, said in June 2011 that a family of frequencies that includes mobile-phone emissions is “possibly carcinogenic to humans.” The National Cancer Institute has also stated that although studies have not demonstrated that RF energy from cell phones definitively causes cancer, more research is needed because cell phone technology and cell phone use are changing rapidly. Duquesne Light claims the smart meter would not have an adverse impact on my health, this statement is false and negligent since the International Agency for Research on Cancer (IARC) is part of the World Health Organization. IARC has classified radiofrequency electromagnetic fields as possibly carcinogenic to humans (Group 2B), a category used when a causal association is considered credible, but when chance, bias or confounding cannot be ruled out with reasonable confidence.

Since Duquesne Light is offering to place the smart meter on a location outside my residence, that could be evidence enough to prove they believe it is a fire hazard. The installation of said smart meter on a pole or other building on my property is not going to address other aspects of hazards and concerned I have about the installment of the meter.

In addressing the statement by Duquesne Light that it is only able to provide electric service to those who have a smart meter, is also unfounded, as there is nothing mechanically preventing electricity from reaching my home or being monitored with the current meter or even an analog meter installed. Another erred statement is that Duquesne Light must install a meter on the premises of a complainant. Having a formal

complaint lodged against Duquesne Light is actually the very reason a smart meter cannot be installed on my premise according to the rules and regulations the Pa PUC operates within.

Withholding electricity provision from a customer who has complied with all previously set forth agreements without a history of violation is blackmail and extortion. This is the very essence of the problem. The mere fact that any corporation, state entity or law allowing for or implying that a citizen can suffer unreasonable punishment or consequence even if they have done nothing to violate any contract they historically agreed to is unconscionable. Our justice system was not set forth to hinder citizens. I consider the withholding of a basic and necessary provision such as electricity as unwarranted and a severe hindrance and in fact is not upholding statutes. Duquesne Light and the Pa PUC are in fact overstepping their bounds and causing injury and harm to Pennsylvania citizens by proceeding with these installation and procurement plans.

To administer the consequence of removal of electric supply is unreasonable. There was never any mention of this in any legislation regarding the smart meter. This is a morphing of the original intention of the law and it can be categorized as bullying and in so doing is not in compliance with many governing laws. Duquesne Light's notice to shut off my service was a violation as shown in Chapter 14 of the Public Utility Code (Responsible Utility Customer Protection Act) and in 66 Pa CS SS 1406 (b) (i) (Notice of termination service) that states utility company "shall provide written notice of the termination to the customer at least ten days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days". I was given only a 3 day shut off notice. On July 18, 2018 my wife spoke to a representative from the PUC to verify the legality of the 3 day shut off notice. The representative from the PUC stated Duquesne Light was not wrong in issuing a 3 days shut off notice since Duquesne Light has their own standards. Not being satisfied with the treatment I received or the discrepancy of information, my wife called the following day to address the matter again. A different representative of the PUC did not address the issue either, although was helpful and relayed concern. Concern was not enough, I needed resolutions and for the truth to be represented. Clearly Duquesne Light is not alone in misrepresenting these matters to utility customers. This is an example of how Pa PUC is assisting utility companies in breaking the very regulations they have sworn to uphold. Violating the whole purpose of establishing this entity to begin with.

The criteria for shut off according to the Public Utility Code is as follows: Your utility company **can** shut off your service if you fail to do the following "Pay your Bill, follow through on payment arrangements, pay a deposit, if required, allow company access to equipment, I have not violated any of the criteria. Therefore the notice was unfounded and unlawful.

5. Since I already have the encoder receiver transmitter (ERT) meter currently installed on my residence and have since discovered that it too poses previously unknown hazards.

New Matter

10. This is a statement, there is nothing to respond to.

11-15. In reference to Act 129 requiring Duquesne Light to deploy smart meters to their service territories with more than 100,000 customers is discrimination. In reference to Title 66/ Chapter 15/ Subchapter A § 1502. The discriminating problem is that not all Pennsylvanians are mandated by law to have a Smart Meter. Only 7 of the largest electric distribution companies are mandated to enforce the smart meters. How is a law mandatory when, and if, that law does not apply to, or for, *all* Pennsylvania citizens equally? *When something doesn't apply to everyone equally, discrimination is present.*

The PA PUC smart meter mandate demands Pennsylvanians to be discriminated against and forced to live in constant fear and/or assault and battery from EMFs/RFs emitted by AMI SMs. If you apply the feds' discrimination criteria "*the conduct is severe or persuasive enough to create*" fear, anxiety, undue duress and aggravated medical conditions.

Since the Act 129 requires electric distribution companies to deploy smart meters, and in this case Duquesne Light then I should also have an opinion regarding to speak out against the system. I believe Act 129 was not mandatory based on what numerous senators have stated. It was the general assembly's desire to not make it mandatory, however the PUC managed to change the wording in the Act 129.

In response to the statement by Duquesne Light to finish installing smart meters by the end of 2018, as I stated in my preliminary objections, and according to the Docket No. M-2009-2123948, Duquesne Light company's final smart meter plan found on their website on page 33 it states "The company did provide an initial estimated date of December 31, 2018 for full system roll out of smart meters. However, the company explained that this date was not final and that the company would provide a detailed description of its plans for full system-wide roll out of smart meter technology as part of its Final Smart Meter Plan."

16. Duquesne Light states they are required by state law to install a smart meter at my residence. *The original HB2200 bill was signed into law as Act 129 of 2008 as "NOT mandatory,"* and was an "Opt-IN" law; see **HB2200 §2807(f)7(2)(i)**.

17. The word "shall" in act 129 of 2008 means there is no escape from the plain language meaning. The plain language of the act is "at the customer request". I do NOT request the weapon commonly known as a "smart meter" at my residence. The Pennsylvania PUC is a sub-corporation to State of Pennsylvania, and therefore subject to the Organic Law of Pennsylvania.

Nearly every jurisdiction has held that the word "**shall**" is confusing because it can also **mean** "may, will or must. Even the Supreme **Court** ruled that when the word "**shall**" appears in statutes, it means "may." This excerpt was found on the Federal aviation administration website. **May**. v. a choice to act or not, or a promise of a possibility, as distinguished from "shall," which makes it imperative. In statutes, and sometimes in contracts, the word "**may**" must be read in context to determine if it means an act is optional or mandatory, for it **may** be an imperative. The word shall in the statute is defined as "not" an obligation or mandatory term. Therefore, it states that smart meters are not obligatory in the Act 129.

18. At no time has there been a posted "No Trespassing sign" on my property. The sign posted at the current meter location on my property is a Constructive Contract. This contract does state the intent to prosecute for trespass, along with other violations, if a device of the nature of a smart meter is installed. It states that no smart meter or any similar device may be installed anywhere on the private property. It should not be confused with a "No Trespassing" sign since I do allow Duquesne Light employees access to my meter. The Constructive contract is enforced by all Federal and State laws, policies and local ordinances including but not limited to U.S.C. Title 47, Chap. 5, Subchapter VI, Sec. 605, U.S.C. Title 42, Chap. 82, Subchapter VII, Sec. 6973. Private property owner.

19-21. Acknowledged, not contesting.

22. There has never been a lock "**around**" the meter.

23. I have never prevented any representative of Duquesne Light to access the meter to do maintenance, repair, or to inspect the meter. I take issue with the meter being "exchanged" with a smart meter. The smart meter they intend to use as an exchange of the current meter performs differently and results in a different outcome that I do not consider a reasonable exchange, or that doesn't qualify as an exchange under the definition of exchange, and therefore notified Duquesne Light of this and also filed a formal complaint with the PA PUC to address this matter.

24. I have not locked the meter.

25-26. I have never prevented any representative of Duquesne Light to access the meter to do maintenance, repair, or to inspect the meter. I take issue with the meter being "exchanged" with a smart meter. The smart meter they intend to use as an exchange of the current meter performs differently and results in a different outcome that I do not consider a reasonable exchange, or that doesn't qualify as an exchange under the definition of exchange, and therefore notified Duquesne Light of this and also filed a formal complaint with the PA PUC to address this matter.

27. Where evidence is found that the service wires, meters, switch box or other appurtenances on the customer's premises have been tampered with, the customer shall be required to bear all costs incurred by the Company for investigations and

inspections, and for such protective equipment as, in the judgment of the Company, may be necessary (including the relocation of inside metering equipment to an accessible outside location); and in addition, where the tampering has resulted in improper measurement of the electricity delivered, the customer shall be required to pay for such electric delivery service, and any Company supplied electricity, including interest at the Late Payment Charge rate, as the Company may estimate, from available information to have been used but not registered by the Company's meters.

28. According to the companies own literature, the meter box is my property which I have a right to lock and protect. I have a right to protect myself and property according to the statutes of Pennsylvania Title 18 - CHAPTER 5 - GENERAL PRINCIPLES OF JUSTIFICATION § 507 paragraph (e) Use of device (in this case the lock) to protect property.--The justification afforded by this section extends to the use of a device for the purpose of protecting property only if:

(1) The device is not designed to cause or known to create a substantial risk of causing death or serious bodily injury;

(2) The use of the particular device to protect the property from entry or trespass is reasonable under the circumstances, as the actor believes them to be; and

(3) The device is one customarily used for such a purpose or reasonable care is taken to make known to probable intruders the fact that it is used.

29. A lock on a meter socket is not endangering anyone. Is it a safety concern when someone has their meter behind a locked gate? Is it a safety concern when someone has their meter in a locked utility room? This is nothing more than an intimidation tactic and threat.

I have never denied Duquesne Light or their contractor's access at all reasonable hours to my premises, for the purpose of inspecting, reading, or maintaining of Company's property." I do however deny consent for the installation of an unsafe meter based on all evidence to be presented in these proceedings.

30. Minimizing my concerns, can be addressed by not dismissing the testimony I present and addressing it in a hearing according to the PUC rules and regulations.

Installing the meter in another location does not alleviate the detriment to health, RF exposure, security and privacy issues. Any amount of radiation is still unsafe and a person should have the opportunity to control how much they are exposed to. No person should be forced against their will to live in a home with pulsing radiation.

In conclusion, as a Pro Se litigant, I am asking for leniency and consideration for not knowing all the legalities involved with responding, presenting and filing. I am confident that I have responded to my best ability to address what has been presented by Duquesne Light. As an American citizen, and according to the 14th amendment, Section 1 of the United States Constitution, it states: All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey W. Arndt', with a long horizontal flourish extending to the right.

Jeffrey W. Arndt

VERIFICATION

Answers to New Matter of Jeffrey W. Arndt

Jeffrey W. Arndt v. Duquesne Light Company
Docket No. C-2018-3003432

I, Jeffrey W. Arndt, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date:

8/27/2018



Jeffrey W. Arndt