

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Arthur Larson	:	
	:	
v.	:	C-2017-2615206
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Darlene Davis Heep
Administrative Law Judge

INTRODUCTION

The Complainant has not established that installation of an AMI¹ meter at his home would be unsafe or unreasonable in violation of 66 Pa. C.S. § 1501 or that PECO violated the Public Utility Code, regulations or a Commission Order by issuing a shut off notice to the Complainant. The Complaint will be dismissed.

HISTORY OF THE PROCEEDING

On July 19, 2017, Arthur Larson filed a Complaint against PECO Energy Company (“PECO” or “Company”). Mr. Larson, the Complainant, is seeking to prevent installation of an AMI meter, also known as a smart meter, to replace the AMR² meter at his residence in Bucks County, Pennsylvania. In the Complaint, he stated that PECO was threatening to shut off his service, that the issue is product liability and that PECO was knowingly forcing customers to have the Landis+Gyr AMI meter, a defective product that can

¹ AMI is an acronym for “advanced metering infrastructure.”

² AMR is an acronym for “automatic meter reading.”

cause property damage. As relief, he requested that PECO cease threatening to shut off his service, provide certificates of insurance to the homeowner and indemnify the homeowner for the life of the meter. He further questioned the integrity of elected officials with respect to this issue.

PECO filed an Answer on August 8, 2017. In that Answer, PECO denied all material allegations of fact in the Complaint. PECO also stated that the Company was required to install AMI meters in accordance with Act 129, that the Company had the right to terminate service when a customer refuses to allow the Company access to its meters, that the Complainant refused to have a meter installed and that a ten-day termination notice was sent. PECO also stated that there have been no issues with the Landis+Gyr meters installed in PECO's territory.

An Initial Hearing Notice was issued on August 16, 2017, setting the hearing for January 10, 2018. A prehearing Order issued on August 28, 2017, set discovery and other deadlines.

On September 1, 2017, Arthur Jenkins, Jr., Esquire filed a Notice of Appearance as counsel on behalf of Mr. Larson.

On September 6, 2017, a Hearing Cancellation/Reschedule Notice was issued, setting the matter for hearing on February 20, 2018.

The hearing took place as scheduled. The Complainant was represented by Attorney Jenkins and testified on his own behalf. One exhibit was presented on behalf of the Complainant.

PECO was represented by Ward L. Smith, Esquire and Shawane Lee, Esquire. PECO presented the testimony of two witnesses, Mr. Bryan Uber and Mr. Glenn Pritchard.

The following Exhibits were admitted:

Complainant	No.1 (Curriculum Vitae of Arthur Larson)
PECO (Cross Exhibits)	No. 1 (Discovery Questions) No. 2 (Answers to Discovery)
PECO (Direct Exhibits)	No. GP-1 (Resume) No. GP-2 (Aclara A210 Meter's Manufacturing Specs) No. BU-1 (Larson Customer Info. Mgmt Systems Contacts) No. BU-3 (Sample Friendly Letter) No. BU-4 (PUC Formal Complaint) No. BU-5 (Soft letter w/fact sheet) No. BU-7 (Sample Re-engagement Ltr) No. BU-8 (Sample 10-day Term Notice) No. BU-9 (Residual Deployment Letter) 81 82

A 129-page transcript was generated. Briefs have been filed in accordance with the Briefing Order. The record closed on July 11, 2018, the Reply Brief due date.

FINDINGS OF FACT

1. The Complainant is Arthur Larson, a PECO residential gas and electric customer at 176 Hart Lane in Doylestown, Pennsylvania. (Tr. 8; Complaint).
2. The Respondent is PECO Energy Company.
3. The Complainant currently has an AMR meter. (PECO Exhibit BU-5).
4. Mr. Larson has a degree in physics and an MBA in Finance and Management Information System. (Tr.10).
5. Mr. Larson has 40 years of experience in the field of micro circuitry. (Tr. 29).

6. Mr. Larson was qualified as an expert in microsystems, electro-physics and the software that controls them. (Tr 24, 30, 33).

7. Mr. Larson read information about smart meters sent to him by PECO to determine how the PECO smart meters work. (Tr. 34).

8. On November 4, 2014, PECO mailed to the Complainant a letter discussing the change of the PECO meter from an AMR to an AMI meter. (PECO BU-1, p. 3).

9. At the time that the Complainant received notice from PECO that the Company wished to install a smart meter at the Complainant's residence, PECO was installing Landis+Gyr (L&G) smart meters. (Tr. 113-115).

10. The Landis+Gyr meter initially proposed for installation at the Complainant's residence was tested and found to meet the UL 2735 standard. (Tr. 94).

11. On several occasions between 2014 and 2017, PECO contacted the Complainant by telephone and sent the Complainant letters regarding installing the AMI meter. (PECO Exhibit BU-1, BU-2,3,5,7).

12. The letters sent by PECO to the Complainant provided information about the AMI meters and a website and a contact number where more information could be provided. (PECO Exhibits BU-2,3,5,7).

13. The letter mailed to the Complainant dated November 4, 2014 also stated that the Radio Frequency (RF) level of the AMI meters was lower than cell phones and microwave ovens. (PECO Exhibit BU-5).

14. The Complainant refused installation of the meter. (PECO Exhibit BU-1).

15. Glenn Pritchard is the PECO Engineer in charge of Advanced Grid Operations and Technology and was qualified as an expert in the design, operations and technology of advanced meter installations. (Tr. 85).

16. At the time of the hearing, the meter proposed by PECO to be installed at the Complainant's home was an Aclara I-210+c meter. (Tr. 105).

17. The Aclara is not the same meter as the Sensus manufactured meter previously used by PECO. (Tr. 86).

18. The Aclara meter is UL certified and meets ANSI³ standards for fire resistance and safety. (Tr. 92-95; PECO Exhibit GP-2).

19. All meters installed by PECO use a Sensus communication module, but meters used by PECO are not all Sensus manufactured meters. (Tr. 87).

DISCUSSION

Section 332(a) of the Code, 66 Pa.C.S. § 332(a), provides that the party seeking relief from the Commission has the burden of proof. Mr. Larson seeks relief from the Commission, and, therefore, has the burden of proof here.

“Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 54, 70 A.2d 854 (1950).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, a complainant will prevail. If the utility rebuts a complainant’s evidence, the burden of going forward with the evidence shifts back to a complainant, who must rebut the utility’s evidence by a preponderance

³ The American National Standards Institute.

of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Replogle v. Pennsylvania Electric Company*, 54 Pa. PUC 528 (1980), and *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980).

If a respondent submits evidence of “co-equal” weight to counter a complainant’s evidence, the complainant has not satisfied the burden of proof unless additional evidence opposing the respondent’s evidence is presented. *Morrissey v. PA Dept. of Highways*, 424 Pa. 87, 225 A.2d 895 (1967), and *Burleson v. Pa. Pub. Util. Comm’n*, 66 Pa.Cmwlth. 282, 443 A.2d 1373 (1982), *aff’d*, 501 Pa. 443, 461 A.2d 1234 (1983).

This matter arises from attempts by PECO to install a smart meter at the residence of Mr. Larson. Act 129 of 2008 (“the Act” or “Act 129”) directed electric distribution companies (“EDCs”) to file Smart Meter technology, procurement and installation plans with the Commission for approval. The Act provided:

(f) *Smart Meter technology and time of use rates.--*

(1) Within nine months after the effective date of this paragraph, electric distribution companies shall file a smart meter technology procurement and installation plan with the commission for approval. The plan shall describe the Smart Meter technologies the electric distribution company proposes to install in accordance with paragraph (2).

(2) Electric distribution companies shall furnish Smart Meter technology as follows:

- (i) Upon request from a customer that agrees to pay the cost of the smart meter at the time of the request.
- (ii) In new building construction.
- (iii) In accordance with a depreciation schedule not to exceed 15 years.

66 Pa.C.S. § 2807(f)(1)-(2). The Act requires that any smart meter technology utilized have bidirectional or two-way communication technology. 66 Pa.C.S. § 2807(g).

The Commission ordered EDCs with greater than 100,000 customers to adhere to the guidelines established for smart meter technology, procurement and installation on June 18, 2009. EDCs were required to file a Smart Meter technology, procurement and installation plan.⁴ The Commission approved the smart meter installation plan developed by PECO.⁵ Under that plan, PECO is replacing AMR meters with AMI or “smart meters.”

In 2013, the Commission concluded that there is no provision in the Code or the Commission’s Regulations or Orders that allows a PECO customer to “opt out” of smart meter installation. *See Povacz v. PECO Energy Company*, Docket No. C-2012-2317176 (Opinion and Order entered January 24, 2013).

The Commission has stated, however, that a customer should be heard on an allegation that equipment installed by PECO may be unsafe or its installation unreasonable. Recently, in *Paul v. PECO Energy Co.*, Docket No. C-2015-2475355 (Opinion and Order entered June 14, 2018) (*Paul v. PECO*) the Commission reiterated that, pursuant to Section 1501 of the Code, a public utility has a duty to maintain safe, adequate and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public.

The Pennsylvania Public Utility Code (“Code”) requires each public utility to provide the following:

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

⁴ *See Smart Meter Procurement and Installation*, Docket No. M-2009-2092655 (Implementation Order entered June 24, 2009) (*Smart Meter Procurement and Installation Order*).

⁵ *See Petition of PECO Energy Company for Approval of its Smart Meter Technology Procurement and Installation Plan*, Docket No. M-2009-2123944 (Order entered August 15, 2013) (*Smart Meter Plan*).

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. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

The statutory definition of “service” is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa.Cmwlth. 1995).

Service, used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them.

66 Pa.C.S. § 102.

In *Paul v. PECO* and *Frompovich v. PECO Energy Co.*, Docket No. C-2015-2474602 (Opinion and Order entered May 3, 2018), the Commission noted that pursuant to Section 1501 of the Code, the Commission developed regulations governing electric safety standards. Under these regulations, an EDC must use reasonable efforts to properly warn and protect the public from danger. The EDC must also exercise reasonable care to reduce the hazards to which customers may be subjected to by reason of the EDC’s provision of electric utility service and its associated equipment and facilities. *See* 52 Pa. Code § 57.28(a)(1).

The Commission has also stated, “[t]he ALJ’s role . . . will be to determine based on the record in this particular case, whether there is sufficient evidence to support a finding that Complainant was adversely affected by the smart meter or whether [the utility’s] use of a smart meter will constitute unsafe or unreasonable service in violation of Section 1501 under the circumstances in this case.” *Kreider v. PECO Energy Co.*, Docket No. P-2015-2495064 at 23 (Order entered January 28, 2016) (citing *Woodbourne-Heaton*, 1992 Pa. PUC Lexis 160, at *12-13). *Frompovich v. PECO Energy Co.*, Docket No. C-2015-2474602 at 10, (Opinion and Order entered May 3, 2018).

Decisions by the Commission must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. “Substantial evidence” is an appellate standard of review and not a standard of evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa.Cmwlth. 1990). Substantial evidence is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217 (1938).

Mr. Larson contended at the hearing and in his brief that: 1) PECO did not provide him with information regarding the smart meter and 2) smart meters are not safe in violation of Section 1501 of the Code, which requires that public utilities in Pennsylvania maintain adequate, efficient, safe and reasonable service and facilities for their customers. 66 Pa.C.S. § 1501. Also, in his brief, Mr. Larson contended that his request for sequestration of the PECO expert witnesses should have been granted.

Sequestration

Counsel for Complainant requested that the PECO witnesses be sequestered. PECO counsel objected, noting that PECO witnesses were responding to the testimony of the Complainant and therefore should be present for it. Finding PECO's argument persuasive, the request for sequestration was denied. Absent a showing of prejudice to the party, the decision to grant or deny a request for sequestration of witnesses is left largely to the discretion of the presiding officer. *Hall v. Unemployment Compensation Bd. of Review*, 584 A.2d 1097 (Pa.Cmwlth. 1990).

PECO presented Mr. Bryan Uber, PECO Supervisor for Customer Field Operations, as a witness to address Mr. Larson's contention that PECO did not provide information about the meter PECO sought to install and Mr. Glenn Pritchard, PECO Principal Engineer for the AMI Deployment Project, to respond to the technical and expert testimony of Mr. Larson. Historically, the primary purpose of sequestration is to prevent collusion. *Hall, supra*. The PECO witnesses were responding to Mr. Larson's testimony on different subjects and claims. The Complainant has not shown prejudice to him as a result of the denial of the

sequestration of these witnesses or a possibility of collusion by the witnesses on material facts and claims. Therefore, denying the request for sequestration was not in error.

Smart Meter Information

Mr. Larson testified during the hearing that he did not receive safety information from PECO. (Tr. 33, 35). The record supports a finding that PECO acted reasonably, by providing information and sources to obtain information about the meter, and did not violate the Code, regulations or any Order of the Commission.

Bryan Uber, PECO Supervisor for Customer Field Operations, testified regarding the PECO procedure prior to installation of a smart meter at a residence. He stated that the PECO AMI Deployment initiative was undertaken by PECO to transition from AMR to AMI meters in compliance with Act 129. (Tr. 50). He testified that as part of the PECO deployment procedure, PECO sent letters to customers containing information about AMI meters and provided a telephone number to call with any questions and a website with additional information. (Tr. 50-53).

One letter was mailed to Mr. Larson on November 4, 2014. (Tr. 55; PECO Exhibit BU-1). The letter explained the RF volume associated with the meter, noting that it was lower than many household devices, including cell phones and microwave ovens. (PECO Exhibit BU-5). The letter also stated:

With regard to your safety concerns, we have taken unprecedented steps to test the L&G meter. We are confident in the independent, scientific testing results by NEETRAC, Exponent and UL. We will continue to test and monitor our meters to ensure they meet the highest safety standards. Safety remains our top priority and we appreciate your cooperation.

(PECO BU-5 at 2). This letter also contained a website address to consult and a telephone number that Mr. Larson could call if he had any additional questions. (*Id.*). Mr. Larson acknowledged receiving the PECO literature about the smart meters and the notice that the smart

meter would be installed. Mr. Larson conducted his own research to obtain additional information about the smart meter system. (Tr. 11, 33, 35).

Contrary to the Complainant's position that PECO failed to provide sufficient information regarding the smart meters the Company intended to install, PECO provided information about the meter, referenced the Company belief that the meters were safe and provided sources for additional information if the Complainant chose to use them. There was no violation by PECO here.

Safety of Smart Meters

Mr. Larson does not believe that the smart meters PECO proposes to install are safe, which violates Section 1501 of the Code. See *supra* at 8. Mr. Larson's opinion is based on his education and experience. He has a degree in physics and an MBA and was recognized during the hearing as an expert in microsystems, electro-physics and the software which controls them. (Tr. 30). For several decades, Mr. Larson has worked with microcircuits and the software programs to control them as both an employee and in his own business. In addition to his knowledge of physics, as a software engineer for microcircuits, he must understand the operation of the components for which he is programming. (Tr. 12-24). It is his understanding that the functionality of smart meters is similar to multimeters with which he is familiar. (Tr. 11).

Mr. Larson testified that he obtained literature regarding smart meters from PECO and reviewed it. (Tr. 33-34). He testified that he has reasonable doubts about the safety of the meters. (Tr. 33, 35). Particularly, in Mr. Larson's opinion, there may be a problem with the side of the meter that faces the house. He testified that he is concerned with the software in these devices. He stated that the meter has software measuring the resistance as thermocouples going through the system, and he questioned whether it is properly monitoring the failures of the device that occur on the backing of the meter that is against the house. (Tr. 36).

Mr. Larson is concerned that the smart meter will have a catastrophic failure, such as a fire that would cause a house to burn down. (Tr. 41). He believes that the meter PECO

would install at his home is a "rebranding of the Sensus Smart Meter," which he read in periodicals were fire hazards. (Tr. 41). Attached to his Complaint are various writings - blogs, news articles and commentary- regarding smart meters. He also stated that there are blown-up hangers in his backyard that were the result of a fire and explosion of a residence near his home associated with a utility meter. (Tr. 42).

Mr. Larson could not say specifically, as far as the design of the meter, what he believed would cause a problem or make the meter unsafe. (Tr. 42). Mr. Larson believed that the Commission stopped the installation of the Sensus meters that were removed by PECO and replaced with Landis+Gyr meters.

In response, PECO presented Glenn Pritchard, who is the PECO Engineer in charge of Advanced Grid Operations and Technology for the Company. He was qualified as an expert in the design, operations and technology of advanced meter installations. He has held his position with PECO for ten years and is responsible for researching and identifying smart grid products and the advanced metering infrastructure system and the associated hardware, including the AMI meters at issue. (Tr. 84). He testified that in determining the safety of the meters used by PECO, the Company reviews the standard manufacturer materials to ensure that the meters meet those standards as well as tests the meters and reviews the historical track record of a given meter. (Tr. 111).

Mr. Pritchard explained that prior to 2000, PECO used analog meters, which is a mechanical meter with spinning dials that registers the amount of energy used. These meters were read manually once a month. (Tr. 88). PECO then, in late 1999 through 2003, installed an AMR system that required a communications module. About 60 percent of those AMR meters were solid state, with no mechanical or moving parts. The meter at the Complainant's house at the time of the hearing was one of the solid-state AMR meters.

The remaining 40 percent of AMR meters utilized by PECO were analog meters that the company retrofitted with the AMR communications module. (Tr. 88-89). By 2013 in

response to the 2008 Act 129, *supra* at 6-7, PECO began installing advance metering, or AMI meters.

According to Mr. Pritchard, at the time that the Company began to deploy AMI meters, there was no UL, or Underwriters Laboratory, compliance testing for meters because they were not considered consumer products. UL tests for safety of consumer products, among other functions. (Tr. 92). The AMR meters, such as that at the Complainant's home, were not subject to and did not have UL testing. (*Id.*).

In 2013, a UL standard for AMI meters was developed, UL 2735. Under this standard, meters were tested for flame retardant properties, response to salt spray and contaminants, method of manufacturing and the likelihood that a customer tampering with the meter would be exposed to high voltage. (Tr. 94).

The Landis+Gyr meter was the type that PECO initially sought to install at Mr. Larson's residence. Mr. Pritchard explained that because the Landis+Gyr meters were manufactured, purchased and deployed by PECO prior to the development of UL 2735, they do not have the UL stamp. However, the Landis+Gyr meters were subsequently tested and found to meet the UL 2735 standard. (Tr. 93 -94).

PECO is now proposing to install an Aclara I-210+c meter (Tr. 105). Mr. Pritchard testified that contrary to Mr. Larson's understanding, the Aclara meter is not the same as the meter previously installed that was under the brand name Sensus. (Tr. 86). He stated that all the meters that PECO installs use the Sensus communication system, which is different from a meter manufactured by Sensus. (Tr. 85-88). Mr. Pritchard also testified that the Aclara meter that PECO now proposes to install at the Complainant's home is UL certified and has the UL stamp. (Tr. 95). He also stated that the Aclara meter meets the ANSI standard regarding resistance to fire, among other hazards. The Aclara A210 Meter's Manufacturing Specifications state that the Aclara meters meet or exceed the ANSI standards. (PECO Exhibit GP-2 at 7; Tr. 92).

Mr. Larson is concerned with the software measuring the resistance as thermocouples going through the system, and questions whether there is proper monitoring of the failures of the device to prevent a catastrophic failure that may cause a fire. (Tr. 36).

Mr. Pritchard testified that earlier models did not detect when a meter socket owned by the customer became hot and could lead to a catastrophic event. However, the Landis+Gyr and the Aclara meter proposed for installation at the Complainant's home has a thermocouple on the main board of the meter that senses the internal temperature of the meter itself. Should heating occur at the meter socket, an alarm is sent to PECO that would allow the Company to respond before a catastrophic event would occur. (Tr. 96-97). A crew would be sent out immediately, to remove the meter, to inspect the socket, to repair the socket or to notify the customer that an electrician needs to be contacted to repair the socket further. (Tr. 98). He had not seen any defects in the meters that would cause the meters themselves to catch on fire. (Tr. 98). The AMR type meter, such as that currently at the Complainant's home, and analog meters previously used by PECO do not have the heat alarm safety feature. (Tr. 96-98).

Regarding the house fire near Mr. Larson's home, Mr. Pritchard conducted an investigation of that event. According to Mr. Pritchard, the fire occurred in 1996, at which time PECO used analog meters. The cause of the residential fire was a gas leak in the house and did not involve the AMI meters proposed to be installed at the Complainant's home. (Tr. 99).

The Complainant questioned the objectivity of Mr. Pritchard given that he is a PECO employee. Mr. Pritchard's testimony was knowledgeable, credible and convincing in this hearing.

Mr. Larson was qualified as an expert in microsystems, electro-physics and the software that controls them. However, he presented no evidence or testimony that outweighed the expert testimony of Mr. Pritchard based on his extensive knowledge of the PECO AMI meters and system at issue. Nor was there evidence that the meter PECO seeks to install at the Complainant's home is unsafe. The Complainant did not meet his burden of proof, and therefore, he cannot prevail.

Threat to Shut Off Service or Service Already Shut Off

Mr. Larson had PECO service at the time of the hearing. Although Mr. Larson stated in his Complaint that PECO threatened to shut off his service, he did not pursue this claim at the hearing or raise it in his post hearing brief.

Nevertheless, 52 Pa. Code § 56.81 permits a utility to provide notice to a customer and shut off service when a customer fails to permit access to meters, service connections or other property of the public utility for the purpose of replacement, maintenance, repair or meter reading. 52 Pa. Code § 56.81(3). PECO attempted to install the AMI meter at Mr. Larson's home beginning in 2014. (PECO Exhibit BU-1). PECO sent several letters explaining the AMI installation and process. (PECO Exhibits BU-2, 5-8). Mr. Larson, concerned about the safety of the meters, objected to and refused PECO access for installation of the PECO AMI meter. (Tr. 9, PECO Exhibit BU-1).

Mr. Larson did not want the meter installed at his home and continued to refuse the installation of the meter when contacted by PECO beginning in 2014 until 2017. (Id.) PECO did not send a ten-day termination notice to Mr. Larson until July 14, 2017, years after his initial refusal to allow the meter installation. (Tr. 62, PECO Exhibit BU-8). PECO issuing the shut off notice to the Complainant was permitted by 52 Pa. Code § 56.81. See Frompovich at 58.

Mr. Larson's service has not been terminated and there is nothing in the record to support a finding that PECO violated the Code, regulations or a Commission Order with respect to the shut off notice sent to Mr. Larson. This claim will be dismissed.

The Complainant has not established that installation of an AMI⁶ meter at his home would be unsafe or unreasonable in violation of 66 Pa. C.S. § 1501 or that PECO violated the Public Utility Code, regulations or a Commission Order by issuing a shut off notice to the Complainant. The Complaint will be dismissed.

⁶ AMI is an acronym for "advanced metering infrastructure."

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.

2. The Complainant must establish his case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990), alloc. den., 602 A.2d 863 (Pa. 1992).

3. Utility companies are required to furnish and maintain adequate, efficient, safe, and reasonable service and facilities. *Paul v. PECO Energy Company*, Docket No. C 2015-2475355 (Opinion and Order entered June 14, 2018); 52 Pa.Code § 57.194.

4. There is insufficient evidence to support a finding that Complainant will be adversely affected by the smart meter or that PECO's use of a smart meter will constitute unsafe or unreasonable service in violation of 66 Pa.C.S. § 1501. *Kreider v. PECO Energy Co.*, Docket No. P-2015-2495064 at 23 (Order entered January 28, 2016) (citing *Woodbourne-Heaton*, 1992 Pa. PUC Lexis 160, at *12-13).

5. The Complainant has not established that installation of an AMI meter at the service address is unsafe or unreasonable. 66 Pa.C.S. § 332(a).

6. A utility is permitted to provide notice to a customer and shut off service when a customer fails to permit access to meters, service connections or other property of the public utility for the purpose of replacement, maintenance, repair or meter reading. 52 Pa. Code § 56.81.

