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PA PUBLIC UTILITY COMMISSION  
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OCT - 3 2018

PA PUBLIC UTILITY COMMISSION  
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Geoff Day  
(412)-867-6081  
1699 Suburban Ave.  
Pittsburgh, Pennsylvania  
15216

Via Registered Mail

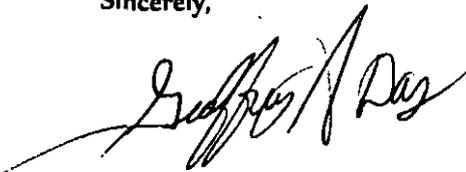
Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Keystone Bldg. 2<sup>nd</sup> Floor W  
400 N. Street  
Harrisburg, Pennsylvania  
17120

RE: **Geoff Day vs. Duquesne Light Company**  
Docket No. C-2018-3003960

Dear Secretary Chivetta,

Enclosed please find Geoff Day's response to the objections by the counsel of the Duquesne Light Company. The enclosed shall indicate all objections are invalid.

Sincerely,



Geoff Day  
Complainant

Cc: Tucker Arensberg Attorneys

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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GEOFF DAY,

Complainant,

VS.

No: C-2018-3003960

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DUQUESNE LIGHT COMPANY,

Respondent.

OCT - 3 2018

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**RESPONSE AND NOTICE AND DEMAND FOR REMOVAL OF ALL DIGITAL ELECTRIC METERS, RADIATION EMITTING AND SURVEILLANCE DEVICES, NOTICE OF LOSS OF EASEMENT PRIVILEGE BY CRIMINAL MISCONDUCT**

- I. As mentioned in the complaint form, several legal documents were sent to DUQUESNE LIGHT, by me, by certified mail, on January 22, 2018. These documents listed and cited my objections to "Smart Meters" being installed anywhere on or within my private property, or in conjunction with my electric service. These documents clearly define my objection on the basis that they are dangerous to life, and property. In addition, installation without consent, violates federal law.
- II. "Smart Meters" and digital utility meters meet the statutory definition of unlawful surveillance devices put forth as "wiretapping" in United States Code (USC) Title 18, Part I, Chapter 119, Sec 2511 and other State and Federal laws, and those meters are designed and intended to record personal and private events and activities within private structures and properties which constitutes violation of The United States Constitution, Bill of Rights, 4<sup>th</sup> Amendment guaranteeing all people to be "...secure in their persons, houses..." and to be free of "search". No search of private property may be lawfully done without a valid, timely and ratified court order (warrant) based on probable cause or by full informed consent of the occupants.
- III. Electromagnetic radiation is known to cause cancer and other diseases and injuries. Installation of any meter with an EMR transmitter, a switching mode power supply, a transformer or similar devices on a private residence without consent of the occupants and property owner constitutes Assault under United States Code Title 18, section 113.
- IV. Electronic utility meters and "Smart Meters" are extreme fire hazards due to the absence of surge protectors, the presence of delicate electronics, faulty remote shutoff devices, thin socket contacts and rushed installations. Thousands of electronic utility meter fires are documented, some leading to injuries and deaths. Those fires are directly attributable to the defects, poor design and malfunctions of electronic utility meters.
- V. To attempt the installation of such devices on virtually every private structure is quite clearly gross criminal misconduct on the part of all those associated and complicit with that attempt. That criminal misconduct causes nullification of all contracts, easements and policy that may be claimed by DUQUESNE LIGHT and entitles any property owner, tenant

and occupant, in lawful self defense, to remove all such devices immediately without notice, application or administrative process. That criminal misconduct also eliminates any and all right of DUQUESNE LIGHT to charge any fee or penalty or prescribe any terms or conditions in relation to the property owner's rights and actions to mitigate DUQUESNE LIGHT's violations and to protect all occupants' health, safety and privacy. That criminal misconduct is committed by DUQUESNE LIGHT and therefore, DUQUESNE LIGHT has no grounds to deny utility service in retaliation for any action a utility customer deems necessary for self defense.

- VI. As we innocently act in our own self defense against your unlawful radiation and surveillance, any act to deny, or threaten to deny electric service to us, is seen as a hostile, malicious and harmful act. Because we have committed no violation and no act besides self defense against your wrongdoing, any interruption of our electric service is unjustified and will cause an obligation by you, your company and its policy-makers separately and individually of \$100,000.00 to us in addition to \$10,000.00 per day of denied or failed service.
- VII. Whether intentionally or out of ignorance, by installing "Smart Meters" and/or digital utility meters, which have the function and effects of surveillance devices and harmful radiation-emitting devices, DUQUESNE LIGHT has violated the rights of residential occupants, is committing harm to those occupants and has caused possible major liabilities for the property owners with unlawful surveillance devices and activities and emissions of potentially dangerous electromagnetic radiation in close proximity to occupants who may be vulnerable and who have not received full disclosure from DUQUESNE LIGHT regarding the known health, safety and privacy hazards represented by digital electric meters. DUQUESNE LIGHT must show insurance and indemnification against all known and unknown potential negative effects of digital meter installations. We have not received any notice of any such insurance or indemnification and therefore DUQUESNE LIGHT is failing in its obligations and responsibilities to customers, property owners and occupants. By making such installations, DUQUESNE LIGHT admits violation and accepts all liability for all adverse effects of the meters and all costs of remedy. Because no insurance has been shown, liability falls with the DUQUESNE LIGHT Corporation and, separately and fully, the personal liability of all officers and employees of DUQUESNE LIGHT who may have responsibility and authority over policy and dispatch.
- VIII. DUQUESNE LIGHT has not disclosed the frequencies, volumes, power values, qualities and exposure levels of radiation the digital meters emit, and has not disclosed how much those frequencies could cause harm to human, animal or plant tissues which they are known to do, and has not disclosed at what proximities such harm could occur and has not offered any warranty, claim or indemnification against any negative effects of the meters on its customers as negative effects are known and reported regularly. Digital meters do have switching mode power supplies and transmitters, they do disrupt household current integrity and therefore must be harmful at some proximities for some duration of exposure, yet no limits or guidelines are disclosed by DUQUESNE LIGHT in reckless disregard for the health and safety of the public.
- IX. DUQUESNE LIGHT has not disclosed or obtained consent from customers with regard to what data will be collected by its digital meters on personal and private activities on private property, where that data will be stored, who will have access to that data, how that data will be shared and managed, how subjects of that data can be assured of their privacy, how they can review and correct any errors, how that data will be secured, how

victims of privacy invasion or mishandling of private data will be compensated and restored and how DUQUESNE LIGHT claims to have gained the unconstitutional authority to record, collect, store and distribute private and personal data taken from utility customers without informed consent. Utility customers have generally not granted permission for such surveillance, nor have they been properly and fully informed of it. Even if DUQUESNE LIGHT may claim to keep data "safe" which statistically is not possible, DUQUESNE LIGHT itself has no consent to collect and hold personal information, so personal information is not "safe" having been exposed to parties within DUQUESNE LIGHT who have not been permitted by the customer to collect and view that data.

- X. DUQUESNE LIGHT may claim a historical easement (right of access) to connect an analog meter to the electrical service for the purpose of recording, reading and billing total electrical usage once per month. DUQUESNE LIGHT DOES NOT have easement to monitor activities and events INSIDE THE HOME, and does not have the easement to transmit or cause electromagnetic radiation to be generated FROM, TO, IN AND THROUGH MY PRIVATE PROPERTY, and affected parties have not knowingly or willingly granted or permitted any such easement or access and, if any such permission is presumed or claimed, all such permission is hereby denied and refused. DUQUESNE LIGHT is therefore in violation of its easement as of this notice and has no right, authority, privilege or consent to place or operate a "Smart Meter" or any radiation emitting or monitoring device on our property and/or place of occupancy, and all such devices must be removed immediately from our property and replaced with safe and lawful analog meters that have no capability of surveillance, emission of radiation or disruption of incoming current.
- XI. Understand that, according to law and under reservation of our property rights, radiation emitting and monitoring/surveillance devices may not be installed by you, your company, or any other party on our property regardless of any damage or harm that device may or may not cause.
- XII. As qualified, rightful, authorized and interested parties we do hereby demand the immediate removal of all "Smart Meters", digital meters, switching mode power supplies, radiation emitting devices and surveillance/monitoring devices from our property and place of occupancy as they violate laws and statutes (above) and our rights. We have full authority to refuse any such device without penalty or cost to us. Because DUQUESNE LIGHT has threatened and implied intention to install unlawful devices on our property, we must approve in advance with fully informed written consent, the installation, operation and control of all equipment, systems, methods and policies that may effect ourselves and our property, which may emit electromagnetic radiation or which may cause or allow data to be collected and records made of private and personal activities on our property.
- XIII. DUQUESNE LIGHT is hereby demanded and expected, within 20 days, to remove all "Smart Meters", digital meters and similar devices from our property or show with conclusive evidence and a sworn statement by an identified, responsible, authorized and qualified officer of DUQUESNE LIGHT that the metering devices it has placed on our property are: (a) Not conducting and not capable of conducting monitoring and/or surveillance of private activities and events on the property, and (b) Not emitting or capable of emitting any electromagnetic radiation which may affect biological organisms or be measurable on the property. (c) Not "upgradeable" to record daily usage data or

emit radiation at a later time. (d) Not converting alternating current to direct current which causes "dirty electricity" EMR pollution on the property.

- XIV. We hereby rescind and revoke any part or provision of any prior or other contract, easement, agreement and/or covenant, written, spoken, implied or presumed which may be in conflict with, or additional to, the terms, conditions and representations herein. The installation of a radiation-emitting and/or surveillance device on our property is criminal misconduct and therefore has caused DUQUESNE LIGHT's loss of right of easement, right of contract and right of policy. As of the time of the unlawful installation of a radiation-emitting and/or surveillance device on our property this document constitutes the only, and the supreme terms of agreement between ourselves and DUQUESNE LIGHT for purposes of providing utility services. Terms of easement are as follows: a) DUQUESNE LIGHT must make an appointment to enter our property for any reason besides monthly readings of the simple monthly total usage number. b) DUQUESNE LIGHT must state all reasons for entry to the property prior to entry. c) DUQUESNE LIGHT must secure our affirmative approval for that entry and those purposes. d) All DUQUESNE LIGHT personnel will be supervised by us while on our property. e) If any activity takes place on our property not approved by us, law enforcement will be called with the request to take DUQUESNE LIGHT personnel into custody under formal allegations and complaints of criminal trespass.
- XV. This notice gives DUQUESNE LIGHT fair notice and time to replace our meter with a safe and lawful analog meter. If DUQUESNE LIGHT fails to do so timely it is endangering our health, safety and rights, and we are then entitled to any reasonable action in self defense. In the case of self defense DUQUESNE LIGHT may not object to, or interfere with our choice of meter and may not deny any essential public utility service in retaliation.
- XVI. Some utility companies complain that they no longer have resources to read meters on site. When meters are impractical to read on site, such as in rural locations, it is common practice for the utility customer to call or write in and report the meter reading to the utility service provider once per month. We are willing and able to report our meter readings monthly so that DUQUESNE LIGHT does not have to perform field service to read our meter. DUQUESNE LIGHT may, by appointment, visit our property up to twice per year to verify our reports. Unless other agreeable arrangements are made, we will write our monthly meter reading on our monthly utility bill voucher coupon. We will assume this is agreeable to DUQUESNE LIGHT unless another method is requested and acceptable to us.
- XVII. Utility providers are known to offer "opt-out" contracts to people who wish to not be violated. We have found such "opt-out" agreements may contain violations of their own by seeking payment for no service or payment to not harm the customer which is, literally, criminal extortion. We do not seek or accept any such "opt-out" program or contract or any terms and conditions therein and DUQUESNE LIGHT may not require any such contract as a condition of providing service. DUQUESNE LIGHT must cease and desist violations and has no right of negotiation, penalty or fee in return for the correction of its violations of law, safety, health, rights and privacy of utility customers.
- XVIII. Act 129 is an opt-in bill, therefore it is our understanding after reading it, that it is voluntary, and that no "opt-out" is necessary, given our refusal. The Duquesne Light Smart Meter Technology Procurement and Installation Plan is NOT law, as the utility, nor

the Public Utility Commission have the right or authority to write laws, especially laws that violate the Constitution of The United States of America. Any law that acts in contravention of the United States Constitution is null and void. Simply put, there is no provision in act 129 that states Smart Meters are mandatory. In fact, the bill reads "Smart Meter technology shall be furnished to the customer as follows: At the request of the customer..."

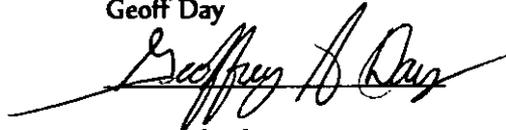
- XIX. Any portion of this document found or thought to be invalid will not affect or diminish the force and power of any other portion.
- XX. Notice to principal is notice to agent and notice to agent is notice to principal. All rights are fully reserved.
- XXI. Delivery of this document by certified mail represents and constitutes legal service.

**Notice of Entry into Evidence**

- XXII. This notice and demand shall be entered into evidence in any civil or criminal proceeding that may arise in connection with the subject matter set forth herein and will supersede any document not authored and sworn by an identified, authorized, qualified, responsible and liable party.

Respectfully submitted,

Geoff Day



1699 Suburban Ave.  
Pittsburgh Pennsylvania  
15216

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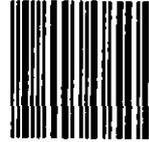


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From: Geoff Day  
11699 Suburban Ave  
Pgh PA  
15216



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17120

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PITTSBURGH, PA  
15216  
OCT 01, 18  
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**\$0.71**

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To: Rosemary Chivetta, Secretary

Pennsylvania Public Utility Commission

KEYSTONE BLDG, 2nd floor W

400 NORTH ST.

HARRISBURG, Pennsylvania

17120

# Ready Post.

NOTED SO CUT HERE — Mailer's use only  
01 OCT 2018 PM 5:15  
*Rosemary Chivetta*  
PITTSBURGH PA 150  
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