

April 2, 2019

VIA E-FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17105

**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 Answer and New Matter to the Amended Complaint I filed. It has been submitted in accordance with the response deadline of Monday, April 15, 2019.

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

Enclosure

Cc: ALJ Jeffrey A. Watson (Certificate of Service only)
Shane Miller, Esquire, Counsel for Duquesne Light Company (via email) (with attachment)
Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIRANDA GRACE EDWARDS,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No. C-2018-3002741

Complainant's Response to

**ANSWER AND NEW MATTER TO
AMENDED COMPLAINT**

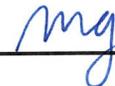
Filed by Miranda Grace Edwards

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3835 Acorn Street
Pittsburgh, PA 15207

COMPLAINANT'S RESPONSE to ANSWER AND NEW MATTER TO AMENDED COMPLAINT

TO: RESPONDENT'S GENERAL COUNSEL, SHANE MILLER, ESQUIRE

**THESE PAGES CONSTITUTE THE FILING OF MY WRITTEN RESPONSE TO THE ANSWER AND
NEW MATTER OF RESPONDENT DUQUESNE LIGHT COMPANY. THESE HAVE BEEN
SUBMITTED TO YOU PER THE RESPONSE DEADLINE OF APRIL 15, 2019.**



Miranda Grace Edwards

April 2, 2019

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIRANDA GRACE EDWARDS,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No. C-2018-3002741

**Complainant's Response to
ANSWER AND NEW MATTER TO AMENDED COMPLAINT**

TO THE PUBLIC UTILITY COMMISSION:

I have read the Answer and New Matter to Amended Complaint of the Respondent's Counsel, Paul Shane Miller, in its entirety and have the following responses and exceptions:

Overall: The content of the Respondent's Answer and New Matter to my Amended Complaint does not provide much new material beyond their filed Answer and New Matter to Formal Complaint of July 5, 2018. For the most part, both Answers and New Matter are a restatement of DLC's Preliminary Objections of July 5, 2018—which were dismissed apart from my claim that Duquesne Light has violated the Fourth Amendment to the United States Constitution. [Rather than ruling that no Fourth Amendment violation took place, ALJ Watson ruled that the Pennsylvania Public Utilities Commission ("PUC" or "PA PUC") court could not adjudicate the claim.] The Complainant (I) have already addressed all DLC's statements and assertions, many of which are incorrect and inaccurate, point by point and in turn, in my Response to their original Answer and New Matter to Formal Complaint filing. In addition, the verification statement attached to DLC's latest Answer and New Matter was signed by one Mike Secchiutti, and I do not know his involvement in this case or how he would be able to verify the content of DLC's latest Answer and New Matter. Still, I will address the points again herein as they are raised.

- 5-6. DLC Counsel's statement: Admitted in part and denied in part. Duquesne Light admits that it visited Complainant's property on June 12, 2018 to install a smart meter. Complainant refused access to the meter, so Duquesne Light posted a 72-hour termination notice at the property. The termination notice is a written document that speaks for itself, and no further response is required. To the extent that Complainant attempts to characterize this document, the allegations are denied.

Complainant's response:

5-6. Admitted in part and denied in part. It has been established that DLC visited my property on June 12, 2018, to install a smart meter. In addition, this was the first termination notice I received. To the extent that DLC attempts to characterize my

actions during the visit, the allegations are denied. To the extent that DLC misuses the word “posted” and denies my “attempts to characterize” the termination notice itself, the allegations are denied. Here I will attempt to correct the record with help from Oxford English Dictionary’s online resource. DLC states that they “posted a 72-hour termination notice at the property.” This statement gives a false impression that DLC “[d]isplay[ed] (a notice) in a public place” on my property, but in fact the DLC representative placed the 72-hour termination notice in my hands. Furthermore, I aver that my characterization of the 72-hour termination notice as “threatening to cut off service to my residence” is accurate. As DLC stated in their answer above, the “written document...speaks for itself.” If DLC objects to my use of the word “threatening,” perhaps they should change their policy of threatening customers who will not consent to a smart meter installation on their property. A threat is “a statement of an intention to inflict pain, injury, damage, or other hostile action on someone in retribution for something done or not done.” I aver that DLC’s 72-hour termination notice is a written statement of DLC’s intention to inflict pain, injury, and damage by depriving me of electricity—a basic utility that is essential for a decent quality of life in today’s society. Without electricity I will lack heat during the cold winter months and will lose the ability to store perishable food items, safely cook food, and complete many other tasks of daily living in my home. I cannot get electricity from a different company. Shutting off my electricity will make it impossible for me to live in my own home—which clearly will cause me pain, injury, and damage. I further aver that giving in to DLC’s threat and allowing a smart meter installation on my property will expose me to increased privacy, security, safety, and health risks that could also cause me pain, injury, and damage.

7-11 DLC Counsel’s statement: After reasonable investigation, Duquesne Light lacks sufficient knowledge or information to form a belief as to the truth of the allegations in these paragraphs and therefore no response is required. To the extent that a response is required, the allegations are denied. By way of further response, Duquesne Light states that it has the right to terminate a customer’s electric service if the customer refuses to allow Duquesne Light to access its equipment, including the Company’s meter. See Duquesne Light’s Tariff, Rule 33. Duquesne Light expressly denies all material allegations that it has not affirmatively admitted in these paragraphs.

Complainant’s response:

7-11. Paragraphs 7-11 of my Amended Complaint describe my appliances that will not function without electricity, and the consequences of losing electricity in my home. The vast majority of people living in Pennsylvania have similar appliances and a similar dependency on electricity in their daily lives. I have said nothing controversial in these paragraphs that would require DLC to conduct a “reasonable investigation” and “form a belief as to the truth” of my statements. There is nothing for DLC to admit or deny. Furthermore, I am clearly not refusing to allow DLC to access its equipment. DLC currently “reads [my] meter manually” per DLC’s answer to Discovery Request No. 6. I am not preventing DLC from accessing the meter. I

am preventing DLC from replacing the current meter with a surveillance device that requires additional electricity and more frequent replacement, in addition to increasing my risk of property damage and potential health effects. I have not requested or agreed to the installation of a smart meter. And Act 129, though frequently cited by DLC, was not intended as a mandate to force Pennsylvania residents to use smart meters against their wishes. 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.

12. DLC Counsel's statement: Admitted in part and denied in part. Duquesne Light admits that it has sought to terminate service to Complainant's property because she has denied the Company access to its meter. Duquesne Light admits that it is not seeking to terminate Complainant's service for non-payment. Duquesne Light denies that its smart meters create a "fire risk" or "potential health effects." To the contrary, Duquesne Light's smart meters utilize low-energy radiofrequency waves to transmit information, but only for short periods each day. The radiofrequency exposure for Duquesne Light's smart meters is well below the limits set by the Federal Communications Commission ("FCC"). Moreover, Duquesne Light's smart meters have been tested and found to meet all accuracy, safety, and reliability standards by the American National Standards Institute ("ANSI"), and have been approved for use by UL LLC ("UL"). Duquesne Light expressly denies all material allegations that it has not affirmatively admitted in these paragraphs.

Complainant's response:

12. I have not denied DLC access to its meter. DLC currently "reads [my] meter manually" per DLC's answer to Discovery Request No. 6. I have refused consent for DLC to replace the meter on my property with a surveillance device that requires additional electricity and more frequent replacement, in addition to increasing my risk of property damage and potential health effects. Regarding "fire risk," incidents of smart meters catching fire are well documented. Pennsylvania halted installation of smart meters in 2012 after a spate of "overheating"-related fires associated with Sensus smart meters. Moreover, product safety approval companies themselves admit that "design flaws in smart meter units have been known to cause serious fire hazards and spotty performance" and that UL's certification for smart meters is voluntary. (<http://www.metlabs.com/meters/new-ul-2735-electric-utility-meter-standard-ensures-safety-and-performance/>) Health effects are also well documented

in multiple complaints filed with the PA PUC. DLC's statement that "[its] smart meters utilize low-energy radiofrequency waves to transmit information, but only for short periods each day" does not in any way contradict evidence of fire risk or potential health effects. Indeed, the pulsing nature of the "short periods" of transmission contributes to both of these problems. The FCC limit cited by DLC is not biologically relevant since it is only a thermal limit (i.e., the limit before appreciable bulk heating of meat begins) and fails to address evidence of effects at non-thermal levels.

13. DLC Counsel's statement: After reasonable investigation, Duquesne Light lacks sufficient knowledge or information to form a belief as to the truth of the allegations and therefore no response is required. To the extent that a response is required, the allegations are denied.

Complainant's response:

13. Paragraph 13 of my Amended Complaint quantifies the small size of my house, measurements of which are publicly available. There is nothing for DLC to admit or deny. Paragraph 13 of my Amended Complaint also avers that some of my house's occupants are always home. I have said nothing controversial in this paragraph that would require DLC to conduct a "reasonable investigation" and "form a belief as to the truth" of my statements.

14-19. DLC Counsel's statement: Admitted in part and denied in part. Duquesne Light admits that on or about April 4, 2018, it notified Complainant via letter that the Company planned to install a smart meter at her property. This letter is a written document that speaks for itself, and no further response is required. To the extent that Complainant attempts to characterize this document, the allegations are denied. Duquesne Light further states that it attempted to contact Complainant by phone on May 4, 2018 to advise her of the impending meter exchange, but was unable to reach Complainant or leave a voicemail. Duquesne Light admits that on or about May 10, 2019, it attempted to exchange the meter but Complainant denied the Company access to its meter. Duquesne Light admits that it provided a "No Access Letter" to Complainant on or about May 18, 2018. The "No Access Letter" is a written document that speaks for itself, and no further response is required. To the extent that Complainant attempts to characterize this document, the allegations are denied. Duquesne Light admits that it advised Complainant in a phone call that she could not opt out of smart meter deployment and that the Company was required to install a smart meter at her property. Duquesne Light denies that the customer service representative who received this call "spoke in an agitated, confrontational tone" or that Complainant "asked to speak with a manager" during this call. Duquesne Light also denies that customers have "no adequate recourse for overbilling...once a smart meter is installed." Duquesne Light further denies that "customers will be forced to incur additional costs that have no relation to their actual rate of electricity consumption, such as future time-of-use pricing, the cost of the smart meter itself, and the electricity the smart meter uses." To the contrary, Duquesne Light only charges customers for smart meter charges that have been approved by the Commission. Duquesne Light expressly denies all material allegations that it has not affirmatively admitted in these paragraphs.

Complainant's response:

14-19. Denied. DLC Counsel has not explained why they would have been unable to leave a voicemail when they “attempted to contact [me] by phone on May 4, 2018.” My voicemail has been operational for more than five years and has never exceeded its storage capacity. DLC presumably references their recording of a phone call in which they advised me that I could not opt out of smart meter deployment and that the Company was required to install a smart meter at her property. I will ask DLC to provide the recording in my next set of Discovery Requests to verify their denial that “the customer service representative who received this call ‘spoke in an agitated, confrontational tone’ [and] that [I] ‘asked to speak with a manager’ during this call.” Moreover, DLC offers no evidence to support its denial that customers have no adequate recourse for overbilling once a smart meter is installed. Quite the contrary: DLC objected to Discovery Request No. 82 in my first set of Discovery Requests: “How many DLC customer complaints have been received with regard to inaccurate billing issues subsequent to the installation of an Itron SK9AMI7 HW 3.1 OpenWay CENTRON Singlephase Smart Meter?” To the extent DLC denies that “customers will be forced to incur additional costs that have no relation to their actual rate of electricity consumption...” because DLC “only charges customers for smart meter charges that have been approved by the Commission,” they possess and should supply documentation of the “smart meter charges that have been approved by the Commission.” I will request this documentation in my next set of Discovery Requests.

20-21. DLC Counsel's statement: The allegations in these paragraphs contain conclusions of law to which no response is required. To the extent that a response is required, the allegations are denied. Further, after reasonable investigation, Duquesne Light is unable to find “Attachment B” that was allegedly attached to Complainant's original Formal Complaint and thus believes that it was not included with the original Formal Complaint. To the extent that “Attachment B” exists, it is a written document that speaks for itself, and no further response is required. To the extent that a response is required, the allegations are denied. Duquesne Light expressly denies all material allegations that it has not affirmatively admitted in these paragraphs.

Complainant's response:

20-21. I made an error by referring to “Attachment B” in my original Formal Complaint. I should have referred to “Attachment A” instead, which is included with the original Formal Complaint. This “Attachment A” in my original Formal Complaint is the text of my June 1, 2018, email to DLC and should not be confused with the “Attachment A” in my Amended Complaint.

22-23. DLC Counsel's statement: After reasonable investigation, Duquesne Light lacks sufficient knowledge or information to form a belief as to the truth of the allegations that Complainant has researched additional safety concerns regarding smart meters or whether she believes that Duquesne Light's smart meter “emits at least 1,268 pulses of RF and LEF radiation per day—but possibly as many as 11,404,800 (132 times per second)” and therefore no response is required. To the extent that [a] response is required, the allegations are denied. Duquesne Light further states that the number of

transmissions emitted from its smart meter depends on how read schedules are set up. Based on a large, representative OpenWay network deployment, the average number of transmissions from a meter in a 24-hour period is approximately 1,268 (less than 1 time/minute). The maximum number of transmissions in a 24-hour period is approximately 25,916 (18 times/minute or about once every 3.3 seconds).

Complainant's response:

22-23. DLC possesses documentation of their claim that “the maximum number of transmissions in a 24-hour period is approximately 25,916 (18 times/minute or about once every 3.3 seconds).” I will request this documentation in my next set of discovery requests. “[A]bout once every 3.3 seconds” seems to me like a very frequent rate of exposure to these transmissions. At this rate, the transmissions would occur four times as often as the average older child or adult takes a breath.

24-28. DLC Counsel's statement: The allegations in these paragraphs contain conclusions of law to which no response is required. To the extent that a response is required, the allegations are denied. By way of further response, Duquesne Light states that Act 129 requires the Company to install smart meters at the properties of all residential customers, including Complainant's property. In addition, the Commission has already approved Duquesne Light's smart meter plan. Moreover, the radiofrequency exposure for Duquesne Light's smart meters is well below the limits set by the FCC. Duquesne Light's smart meters also have been tested and found to meet all accuracy, safety, and reliability standards by ANSI, and have been approved for use by UL.

Complainant's response:

24-28. DLC Counsel continues to misrepresent the statute, which clouds the issue. 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. Nowhere does it say EDCs are *required* to deploy smart meters or make them mandatory. The language of the statute is clear and concise, and controlling on this issue. I never agreed to pay the cost of a smart meter. Moreover, the FCC limit cited by DLC is not biologically relevant since it is only a thermal limit (i.e., the limit before appreciable bulk heating of meat begins) and fails to address evidence of effects at non-thermal levels. Product safety approval companies themselves admit that “design flaws in smart meter units have been known to cause serious fire hazards and spotty performance” and that UL's certification for smart meters is voluntary. (<http://www.metlabs.com/meters/new-ul-2735-electric-utility-meter-standard-ensures-safety-and-performance/>)

29. DLC Counsel's statement: The interim order issued by Administrative Law Judge Watson is a written document that speaks for itself, and no further response is required. To the extent that Complainant attempts to characterize this document, the allegations are denied. The remainder of the allegations contain conclusions of law to which no response is required. To the extent that a response is required, the allegations are denied.

Complainant's response:

29. As DLC stated, Administrative Law Judge Watson issued the interim order. There is nothing in ¶29 of my Amended Complaint for DLC to admit or deny.

30-35. DLC Counsel's statement: After reasonable investigation, Duquesne Light lacks sufficient knowledge or information to form a belief as to the truth of the allegations relating to Complainant's interactions with the Commission and therefore no response is required. To the extent that a response is required, the allegations are denied. In addition, the interim order that established a litigation schedule, any motions filed by Complainant or Duquesne Light, and Duquesne Light's discovery responses or correspondence to Complainant are written documents that speak for themselves, and no further response is required. To the extent that Complainant attempts to characterize these documents, the allegations are denied. Duquesne Light expressly denies all material allegations that it has not affirmatively admitted in these paragraphs.

Complainant's response:

30-35. As DLC stated, my interactions with PUC occurred between me and PUC—not DLC. To the extent that ¶30-35 recount my interactions with PUC, there is nothing in ¶30-35 of my Amended Complaint for DLC to admit or deny. The envelope I received from DLC Counsel via U.S. mail on January 31, 2019, contained a two-paragraph letter dated January 30, 2019, and a CD with 21 files constituting DLC's responses to my discovery requests. It did not contain direct answers to any of my questions. DLC sent their Responses to Interrogatories of Miranda G. Edwards and Requests for Production of Documents, Set I with their Answer and New Matter to Amended Complaint. I received it on March 27, 2019. The files on the CD I received on January 31, 2019, were referenced in DLC's Responses to Interrogatories of Miranda G. Edwards and Requests for Production of Documents, Set I that I received on March 27, 2019.

36-42. DLC Counsel's statement: The allegations in these paragraphs, as well as Complainant's "Conclusion" paragraph, contain conclusions of law to which no response is required. To the extent that a response is required, the allegations are denied. Duquesne Light contends that Act 129 requires the Company to install smart meters at the properties of all residential customers, including Complainant's property, and that the law does not contain an opt-out provision. Duquesne Light denies that it has violated Section 1501 of the Public Utility Code, Section 57.194 of the Commission's regulations, or any other statute, regulation, ordinance, or other law.

Complainant's response:

36-42. DLC Counsel continues to misrepresent the statute, which clouds the issue. 66 Pa. C.S. §2807 (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. Nowhere does it say EDCs are *required* to deploy smart meters or make them mandatory. The language of the statute is clear and concise, and controlling on this issue. I never agreed to pay the cost of a smart meter. Furthermore, §1501 of the PA Public Utility Code states: *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) I am contending that the installation of a smart meter at my residence threatens my safety, security, privacy, and health. DLC has admitted that they threatened to terminate my service, an unreasonable interruption given that I have a right to make choices that protect my safety, security, privacy, and health. As such, PA PUC’s implementation regulations and DLC’s smart meter implementation plan violate §1501 of the PA Public Utility Code.

NEW MATTER

43. DLC Counsel’s statement: The allegations in the preceding paragraphs of this Answer and New Matter are incorporated by reference as if fully set forth.

Complainant’s response:

43. No response required.

44. DLC Counsel’s statement: 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:

44. DLC Counsel continues to misrepresent the statute, which clouds the issue. 66 Pa. C.S. §2807 (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. Nowhere does it say EDCs are *required* to deploy smart meters or make them mandatory. The language of the statute is clear and concise, and controlling on this issue. I never agreed to pay the cost of a smart meter.

45. 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:

45. 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.

46. 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 No. M-2009-2123948.

Complainant's response:

46(a). I am not disputing that DLC filed a smart meter technology procurement and installation plan, or that the Commission approved it. The filing of the plan has no bearing on the issue of whether deployment of smart meters is mandatory. The statute cited in ¶43 controls. I aver that the Commission's approval (Docket M-2009-2092655) cannot contradict state law (the opt-in provision of Act 129 that is explicitly stated in Pa. C.S. § 2807). To the extent that the PA PUC Implementation Order contravenes state law, it is null and void and has no legal effect. The PA PUC has the authority to correct this error.

46(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.

46(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.

46(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.

46(e). The original House bill is HB2200. PN3218 is the Senate revision of the House bill that was passed by the General Assembly; it 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.

46(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 ¶45(b) of this response] that "we did not mandate smart meters, but we made them optional."

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

47. DLC Counsel's statement: The Commission approved, in relevant part, Duquesne Light's amended Smart Meter Plan on April 7, 2017. See Docket No. P-2015-2497267, Opinion and Order at 9, 51.

Complainant's response:

47. 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 on April 7, 2017. However, as far as I can tell, none of the details relevant to my complaint changed from the previous filing. DLC's statement in ¶47 has no bearing on the issue of whether smart meters are mandatory as legislated by Act 129. As I have argued, they are not.

48. 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:

48(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.

48(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. It is important to note that I called the PA PUC on June 1, 2018, with the specific intent of filing an informal complaint. I spoke with a woman on the phone who told me "it won't do anything" and prevented me from filing an informal complaint. I repeatedly asked for a tracking number or some way to register that I had made this call to file an informal complaint and the woman repeatedly denied my requests. I am reasonably certain this call was recorded, and that the PA PUC could retrieve the record of my call.

49. DLC Counsel's statement: Act 129 does not permit a customer to "opt out" of receiving a smart meter.

Complainant's response:

49. 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. Act 129 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. 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.

50. 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-2013-2368477, 2013 WL 7019103, at *3 (Pa. P.U.C. Dec. 19, 2013) (Hoyer, ALJ) (emphasis added). 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-2009-2092655 (entered June 24, 2009)) (emphasis added).

Complainant’s response:

50(a). The statute cited in Evans states in pertinent part:

(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.** (emphasis added) (Evans v. PECO Energy Co., Docket No. C-2013-2368477, 2013 WL 7019103, at *4)

In DLC Counsel’s response, the meaning of the word “shall” is taken out of context.

50(b). Under the Pennsylvania Statutory Construction Act of 1972, “When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit.” [1 Pa. C.S. §1921(b)]

50(c). Furthermore, it is relevant to note that DLC frequently references Evans, a case that differs significantly from mine in that the complainant (Evans) submitted no response to the respondent’s (PECO Energy’s) Preliminary Objections or Answer and New Matter. The ruling was made only on the basis of the initial formal complaint and the respondent’s Preliminary Objections and Answer and New Matter. Notwithstanding the circumstances of Evans, PUC and ALJ Watson have given other complainants an opportunity to be heard even when the complainant has not filed responses to Preliminary Objections.

51. 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 a smart meter installed on his or her premises.”).

Complainant’s response:

51. This statement references two prior cases related to Complainants' "desire" to "opt out" of smart meter installation." Act 129 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.

52. DLC Counsel's statement: Duquesne Light notified Complainant via letter on or about April 4, 2018 that the Company planned to install a meter at the Property.

Complainant's response:

52. Admitted, upon information and belief.

53. DLC Counsel's statement: Duquesne Light attempted to contact Complainant by phone on May 4, 2018 to advise her of the impending meter exchange, but the Company was unable to reach her or leave a voicemail.

Complainant's response:

53. Denied. DLC Counsel has not explained why they would have been unable to leave a voicemail. Complainant's (my) voicemail has been operational for more than five years.

54. Duquesne Light attempted to exchange the meter on or about May 10, 2018, but Complainant prevented the Company from doing so.

Complainant's response:

54. I object to DLC Counsel's intentionally vague characterization of my actions. I advised the Wellington contractor of my choice to decline the smart meter. My refusal was polite. The Wellington contractor responded in an equally polite (even sympathetic) manner. I prevented DLC from exchanging the meter simply by denying my permission, which DLC already knew they did not have because of my April 2018 phone call (also referenced in my Formal Complaint and Amended Complaint). Had I been absent from the Property when the contractor arrived, DLC would have exchanged the smart meter without my permission and against my explicitly stated wishes.

55. By attempting to install a smart meter at Complainant's residence, Duquesne Light is complying with the Commission's directives. State law does not allow Complainant to opt out of Duquesne Light's smart meter program.

Complainant's response:

55. Denied. Rather, by attempting to install a smart meter, DLC is attempting to enforce its own directive, submitted to the PA PUC, which contradicts state law. To the extent DLC Counsel claims the law lacks an "opt-out" provision, they are misrepresenting the law. There is no opt-out provision because the law is opt-in by nature. The language on the face of the statute is clear and concise, and therefore controlling on this issue.

56. Therefore, insofar as Complainant asks the Commission to exempt her from Duquesne Light's smart meter program, such request must be dismissed because Complainant is not entitled to such relief, and the Commission lacks the authority to grant it.

Complainant's response:

56. Denied. I am not asking the Commission to "exempt" me from DLC's smart meter program because no exemption is required. DLC Counsel misrepresents the relief I am seeking. Act 129 gives me free choice to request a smart meter, which by nature gives me the option to decline the same.

57. Duquesne Light has not yet installed a smart meter at the Property. Duquesne Light is willing to cooperate with Complainant to relocate the new meter to a mutually agreeable location, in an effort to minimize any concerns Complainant has regarding smart meters, in a manner that complies with the Company's tariff and associated rules.

Complainant's response:

57(a). DLC's statement in ¶57 that I have not had a smart meter installed at my home yet is true and accurate to the best of my knowledge as of March 29, 2019. 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.

57(b). DLC's desire to "cooperate" with me to "relocate the new meter" is not a viable option because no possible location would be "mutually agreeable" or address "any concerns" I have regarding smart meters. First, no location of a smart meter on my Property would address my privacy, safety, and security concerns.

By their nature, smart meters:

***Individually identify electrical devices inside the home** and record exactly when they are operated, causing an invasion of privacy.

***Continuously monitor household activity and occupancy** in violation of rights and domestic security.

***Transmit wireless signals that may be intercepted** by unauthorized and unknown parties. Those signals can be used to monitor behavior and occupancy and they can be used by criminals to aid criminal activity against the occupants.

***Collect, record, and store data about occupants' daily habits and activities in permanent databases** that are accessed by parties not authorized or invited to know and share that private data by those whose activities were recorded. In addition, these databases may be shared with or fall into the hands of criminals, blackmailers, corrupt

law enforcement, private hackers of wireless transmissions, power company employees, and other unidentified parties who may act against the interests of the occupants under metered surveillance. DLC and the PUC have not adequately disclosed the particular recording and transmission capabilities of the smart meter; or the extent of the data that will be recorded, stored, and shared; or the purposes to which the data will and will not be put.

***Present a fire hazard**, as the PUC already must be aware. Pennsylvania halted installation of smart meters in 2012 after a spate of “overheating”-related fires associated with Sensus smart meters. In cases across the U.S., utility companies deny responsibility for damage to homes caused by fires that may have originated in Smart Meters. They have been known to remove smart meters from the scene of house fires before insurance adjusters can access the meters. Home insurance may not cover damage caused by these types of fires.

Relocating the smart meter on my Property would not address any of these valid concerns.

57(c). To the extent smart meters present a credible threat of harm to my health, no location on my property would mitigate this threat. The living area of my living space measures 1,356 square feet. It is a small house, and every part of my living space is used regularly by the house’s occupants.

57(d). DLC’s willingness to “cooperate” has historically meant that DLC would agree to allow a resident to move the meter at their own expense. I have no desire to absorb this large expense, especially considering that doing so would not provide relief from my valid concerns as described above in ¶57(a-c).

WHEREFORE, considering these facts along with the many other relevant factors I have presented in my Formal Complaint, my Amended Complaint, in my previously filed August 6, 2018 written response to DLC’s Preliminary Objections and my August 15, 2018 written response to DLC’s Answer and New Matter, and in this written response, Complainant Miranda Grace Edwards respectfully requests that the Commission deny Duquesne Light Company’s Answer and New Matter, as has occurred in other similar complaints before the Commission—including my original Formal Complaint.

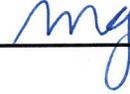
Further, in light of all that I have presented on this matter in my Amended Complaint and my filed responses, I respectfully request that the Commission grant a Summary Judgment in my favor, and against DLC, indicating that Complainant (I):

- Have not requested or agreed to the installation of a smart meter.
- Am not required to have a smart meter installed.
- Am at risk of multiple credible threats of harm from a smart meter.
- Am at risk of multiple credible threats to my health and safety from termination of my electric utility service.
- Am not in violation of Act 129 and the expressed, publicly-recorded intent of the Legislature.

- Am not currently in violation of any deployment timeline, no matter how Act 129 is interpreted.

I reiterate that I believe I have adequately addressed each of the Respondent's Answers and New Matters; that I have established that my Amended Complaint is valid and has merit, and is neither frivolous nor a waste of everyone's time and resources; that I have met the criteria for legal sufficiency, I have established a cognizable claim, I have provided sufficient evidence that this matter is in the public interest; and finally that I have established that DLC has no basis to ask for my complaint to be dismissed and my requested relief to be denied.

Respectfully submitted,



Miranda Grace Edwards

April 2, 2019

1.36 Verification

Verification

I, Miranda Grace Edwards, hereby state that the facts above set forth are true (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. section 4904 (relating to unsworn falsification to authorities).

April 2, 2019
Date

MGE
Signature

**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):

Shane Miller, Esquire
1500 One PPG Place
Pittsburgh, PA 15222
Fax: 412-594-5619

Counsel for Respondent, Duquesne Light Company

Dated this 2nd day of April, 2019



Miranda Grace Edwards

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