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April 16, 2020

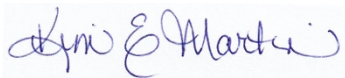
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
PO Box 3265 Harrisburg, PA 17105-3265

Re: Kim Martin vs. Metropolitan Edison Company
Docket No. C-2017-2631482

Dear Secretary Chiavetta,

Please find the brief for the hearing dated January 10, 2020.

Thank you,

A handwritten signature in blue ink that reads "Kim E. Martin". The signature is written in a cursive style with a large initial "K" and "M".

Kim E. Martin

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

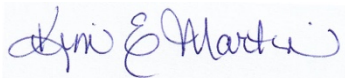
Kim Martin	:	
	:	
v.	:	Docket No.
	:	C-2017-2631482
Metropolitan Edison Company	:	

BRIEF

AND NOW comes Kim Martin (Complainant), a woman, as herself, a living, breathing, human being; one of the people and not a fictitious entity. Also, Complainant is not an attorney. It is critical that Pennsylvania Public Utility Commission (PUC) understand this plain English claim of divinely given rights ascribed to each of the people, such as the Complainant, as described in the Bible, the Magna Carta, the Declaration of Independence, Articles of Confederation, Pennsylvania Constitutions, and The Constitution for these united states of America, as lawfully amended, so as to refrain from violating the People's rights. While the Complainant does not make light of any of the violation of her rights and duties, she particularly points out potential damage to rights of privacy and pursuit of happiness.

Under choice of law clause, Complainant chooses an Article III Court of Record by jury as offered by the Constitution of these united states of America. It is the duty of the PUC by virtue of their oath of office and as an agent of the people to protect We the People.

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Dated: April 16, 2020

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1 **FINDING I: ACT 129 does not require Complainant to have a Smart Meter installed on her**
2 **property.**

3 Complainant read into record:

4 “Met-Ed may be in violation of the law, Act 129 as interpreted by the commission by not installing
5 the arguably mandated “Smart Meter” but I am not in violation of any law. Act 129 or any of the
6 subsequent procurement and installation plans submitted and approved do not apply to me or any
7 individual in the state of Pennsylvania who is a service customer of First Energy Corporation. I am
8 not subject to the ordinances set forth in Act 129 or have to comply to them - the utility companies
9 do.

10 “Met-Ed maintains that it is required by the PUC and Act 129 to deploy a Smart Meter on my
11 property and if I refuse, that it is within the law to terminate my electricity. As a resident of the
12 Commonwealth of Pennsylvania, I am entitled to receive electricity and other necessary utilities, if I
13 pay for those utilities in accordance with my usage. I do require electricity at 4030 Sherwood Drive
14 in York to live and my account is in good standing with no outstanding balance or unpaid service
15 balance. “

16 Radio Frequency Fact Sheet (Martin Exhibit B) states “This effort is in response to Pennsylvania Act 129,
17 which **requires** all large electric utilities in Pennsylvania to install Smart Meter.” This is a **FALSE**
18 statement as Act 129, in itself, does **not require** installation of Smart Meters.

19

1
2 **1. Introduction**

3
4 In Act 129 of 2008 (the Act), PA C.S. § 2807(f)(2) states:

5
6 (f)(2) Electric distribution companies shall furnish Smart Meter technology as follows:

- 7
8 (i) Upon request from a customer that agrees to pay the cost of the Smart Meter at the time of
9 request.
10 (ii) In new building construction.
11 (iii) In accordance with a depreciation schedule not to exceed 15 years.
12

13 Controversy has arisen over the Pennsylvania Public Utility Commission’s (PUC’s) implementation of
14 this section of the Act. As can be demonstrated by the PUC’s own Implementation Order of June 2009,¹
15 Met-Ed’s Smart Meter Deployment Plan,² Pennsylvania’s legislative history and various accounting and
16 tax authorities and definitions, the PUC does not interpret the plain language of this law correctly.
17

18 The PUC Implementation Order of June 2009³ on page 14 states,

19
20 “The Commission believes that it was the intent of the General Assembly to require all covered
21 EDCs to deploy Smart Meters systemwide when it included a requirement for Smart Meter
22 deployment “in accordance with a depreciation schedule not to exceed 15 years.”
23

24 Thus, the PUC forces the plain language of § 2807(f)(2)(iii) into a mandatory smart-meter narrative which
25 has thereby aided and abetted most electric distribution companies (EDCs) to force Smart Meters on all
26 customers, even over their objections for various reasons. The PUC arrives at the incorrect conclusion
27 that Act 129 creates a state-wide mandate of Smart Meters by covered EDCs by misinterpreting
28 unambiguous legislative intent and misinterpreting plain legislative language that leaves no room for
29 misinterpretation.
30

31 The PUC and EDCs have overridden the plain language meaning of § 2807(f)(2)(iii). The PUC interprets
32 the language of furnishing of Smart Meters “in accordance with a depreciation schedule not to exceed 15
33 years” to mean covered EDCs must force Smart Meters on all customers within 15 years. In addition, the
34 PUC conflates furnishing Smart Meters with removal of analog meters, when, in fact, the Act is silent on
35 currently deployed analog meters.
36

37 It is very frustrating to be essentially forced to begin defending my home in front of the PUC which is
38 largely funded by the same utilities the PUC is commissioned to control. It was inevitable that this system

¹ Docket No. M-2009-2092655

² Docket No. M-2013-2341990; Met-Ed’s Smart Meter Deployment Plan is a joint deployment plan with Pennsylvania Electric Company (Docket No. M-2013-2341994), Pennsylvania Power Company (Docket No. 2013-2341993) and West Penn Power Company (Docket No. 2013-2341991). For purposes of this document, it will be referred to as Met-Ed’s Deployment Plan.

³ Docket No. M-2009-2092655

1 of funding and control would fail, as the holder of the purse always has control of the dependent entity. It
2 is undisputed that the data collected by the electric distribution companies, such as the Respondent, is
3 expected to provide billions of dollars in revenue to those companies. The corruption, as usual, can be
4 identified by following the money. The essence of being judged by an employee of the PUC is that the
5 Complainant must be judged by an employee of the entity which should be a co-respondent.

6
7 The following discussion focuses on subparagraph (f)(2)(iii) of the Act:

8
9 **“Electric distribution companies shall furnish Smart Meter technology as follows ...in**
10 **accordance with a depreciation schedule not to exceed 15 years.”**

11
12 Interpreting this as a mandatory roll-out of Smart Meters within 15 years lacks not only common sense,
13 but also ignores a key term found in the law – “depreciation.” Since “depreciation” is an accounting or
14 tax term, it is necessary to consider how applicable authorities define the term “depreciation.”

15 16 **2. Accounting Clarity**

17
18 Internal Revenue Code⁴ (IRC) § 167(a) and Treasury Regulation (Treas. Reg.) §1.167(a)-1(a) define
19 depreciation as an allowance (deduction) for the exhaustion, wear and tear, and obsolescence of property
20 used in a trade or business or property held for the production of income. Treas. Reg. §1.167(a)-1(a) goes
21 on to dictate that depreciation deductions are allocated over an asset’s useful life.

22
23 *Black’s Law Dictionary*⁵ mirrors this, defining depreciation as a decrease in the potential of an asset over
24 its lifetime. Various financial accounting authorities have the same or similar definitions, such as the
25 Federal Energy Regulatory Commission (FERC).⁶ These definitions show that the terms wear and tear,
26 exhaustion, or obsolescence are synonymous with the term depreciation. A depreciation schedule (or
27 wear and tear schedule, exhaustion schedule, obsolescence schedule) is a schedule that ultimately defines
28 an asset’s useful life, and allocates its cost over its useful life. In fact, Treas. Reg. §1.167(a)-1(b) defines
29 useful life as the period over which an asset may reasonably be expected to be useful in a trade or
30 business or for the production of income (not necessarily the useful life inherent in the asset – but its use
31 in business or for income production).

32
33 FERC, when it comes to defining the term “depreciation”, mirrors what has already been presented above.
34 In establishing standards for depreciation for accounting purposes, FERC wanted to ensure that electric
35 utilities charge proper amounts of depreciation to expense in each financial reporting period for the
36 purpose of allocating in a systematic and rational manner the cost of utility property to the periods which
37 the property is used in utility operations (over its estimated useful service life).⁷ The definition of
38 depreciation according to FERC’s Uniform System of Accounts for electric utilities is “the loss of an

⁴ Internal Revenue Code of 1986, as amended

⁵ <https://thelawdictionary.org/depreciation/>

⁶ The Federal Energy Regulatory Commission (FERC) is an agency that regulates the interstate transmission of electricity, natural gas, and oil. FERC also administers accounting and financial reporting regulations of regulated companies – such as electric distribution companies (EDCs).

⁷ 65 FR 47664, page 47666

1 asset's service value not restored by current maintenance.”⁸ This is further evidence that “depreciation” is
2 an accounting term tied to the expenditure of the cost of an asset (such as a Smart Meter) over its period
3 of use, or useful life. FERC does not somehow make the term “depreciation” mean deployment, nor does
4 any other accounting or tax authority. “Deprecation” never means “deployment.”

5
6 Based on the definition of “depreciation” and “useful life” as used in legal and accounting contexts, the
7 plain statutory language of § 2807(f)(2)(iii) must be interpreted as follows – using terms synonymous
8 with depreciation to aid in interpretation:

9
10 **Electric distribution companies shall furnish Smart Meter technology as follows ... in**
11 **accordance with a wear and tear, exhaustion, or obsolescence schedule not to exceed 15**
12 **years.**

13
14 In other words, § 2807(f)(2)(iii) establishes the maximum service life of Smart Meters. This paragraph of
15 the Act makes no reference to a mandatory roll-out of Smart Meters by all EDCs (regardless of their
16 number of customers - which shall be addressed further below). It does not say nor can it be inferred in
17 any way, that there is a required system-wide deployment of Smart Meters on a schedule of no longer
18 than 15 years, as stated in the PUC’s 2009 Implementation Order. This section of the Act does not refer
19 to replacing AMR meters or analog meters. Rather it plainly spells out that AMI (Smart Meters) are to
20 have a service period not to exceed 15 years and Met-Ed’s Smart Meter Deployment Plan (discussed
21 later) confirms this.

22
23 The General Assembly had also previously enacted laws including parameters regarding the term
24 “depreciation” as part of the Public Utility Consolidated Statutes. Section 1703 of Title 66 states:

25
26 §1703. Depreciation accounts; reports.

27
28 (a) Accounts.--Every public utility shall carry on its books or
29 records of account, proper and reasonable sums representing the annual
30 depreciation on its property used or useful in the public service, which
31 sums shall be based upon the average estimated life of each of the
32 several units or classes of depreciable property. The commission, by
33 appropriate order, after hearing, shall, except where found to be
34 inappropriate, establish for each class of public utilities, the units of
35 depreciable property, the loss upon the retirement of which shall be
36 charged to the depreciation reserve. (underlining added).

37
38 66 Pa. C.S. 1703(a).

39
40 66 Pa.C.S. §1703 (b) states:

41

⁸ 18 CFR 101. Definition No. 12

1 (b) Statements.--Every public utility shall file with the commission,
2 at such times and in such form as the commission may prescribe,
3 statements setting forth the details supporting its computation of annual
4 depreciation, as recorded on the books or records of accounts of the
5 public utility. If the commission, upon review of such statements, is of
6 the opinion that the amount of annual depreciation so recorded by any
7 public utility is not reasonable and proper, it may, after hearing, require
8 that provision be made for annual depreciation in such sums as may be
9 found by it to be reasonable and proper. In making its findings, the
10 commission shall give consideration to the experience of the public
11 utility, and the predecessors of the public utility in accumulating
12 depreciation reserves, the retirements actually made, and such other
13 factors as may be deemed relevant. (underlining added).
14

15 66 Pa. C.S. §1703 (b).
16

17 Clearly the General Assembly was familiar with the term “depreciation” when it made a policy decision
18 to specify the “useful life” for depreciation purposes relative to Smart Meters. That decision is consistent
19 with Section 1703.
20

21 Section 2807(f)(2) in its entirety as written by the General Assembly means that the only way
22 homeowners would be furnished their first Smart Meter was to request one and pay for its cost at time of
23 such request, if the homeowner is living in existing construction. In new construction, Smart Meters
24 “shall be furnished” or provided. Thereafter, the Smart Meter that was furnished must be replaced with a
25 new Smart Meter over a period not to exceed 15 years.⁹
26

27 The Commission incorrectly interprets (f)(2)(iii) as a requirement for system-wide Smart Meter
28 deployment within 15 years with no exceptions. The Commission has substituted “deployment and
29 installation schedule” for “depreciation schedule.” Nowhere does any authority define or use the terms
30 “deployment” or “installation” as synonymous with the term “depreciation.”
31

32 Furthermore, *Black’s Law Dictionary* states: “Definition of **FURNISH**: To supply; provide; provide for
33 use.”¹⁰ Section 2807(f)(2) of the Act requires EDC’s to FURNISH Smart Meter technology under three
34 conditions only. It does not require the EDCs to install or deploy Smart Meter technology everywhere in
35 their territories with no exceptions. Thus, neither “furnish” nor “depreciation schedule” can be in any
36 legal way construed to mean “install” or “deploy”, much less connote “mandatory deployment and
37 installation.”
38

39 Section 2807(f)(6) of the Act states that subsection (f) does not apply to EDCs with 100,000 or fewer
40 customers. This does not mean that customers of all EDCs with 100,001 or more customers must accept

⁹ It should be noted, there does not appear to be any prohibition from an EDC asking a customer if they would want to consent to the installation of a Smart Meter if a customer would not fall under 2807(f)(2)(i) or (ii). Instead, covered EDCs have been forcing Smart Meters on customers not falling under 2807(f)(2)(i) or (ii).

¹⁰ <https://thelawdictionary.org/furnish/>

1 a Smart Meter, rather it means that (f)(2)(i), (f)(2)(ii), and (f)(2)(iii) do not apply to EDCs with 100,000 or
2 fewer customers. All this means is that an EDC with 100,000 or fewer customers does not have to furnish
3 a Smart Meter upon request from a customer and that a Smart Meter does not have to be furnished in new
4 construction. It does not mandate Smart Meters on customers of EDCs with 100,001 or more customers.

5
6 Section 2807(g) of Act 129 does include definitions of Smart Meter technology, including that it shall
7 enable time-of-use rates, HOWEVER, the ONLY section of Act 129 that discusses how this technology
8 “shall be furnished” is section (f).¹¹

9 10 **3. Historical Clarity**

11
12 Additional clarity is afforded by reviewing the third clauses of § 2807(f)(2) of the Printer’s Numbers
13 (PNs) of versions of House Bill 2200 that were NOT passed into law to see what language was excluded
14 from the final version which was passed into law.

15
16 PNs 3218 and 3233 (February 11 and 12, respectively, 2008) both stated, “Electric distribution companies
17 shall furnish Smart Meter technology to: ... (C) One hundred percent of its customers within ten years
18 after the effective date of this paragraph.”

19
20 The *House Journal* records numerous dissenting comments about the mandatory nature of these PNs.

- 21 • House Journal, February 11, 2008, pages 386-403 [p. 390 Mr. Hutchinson; 390-391 Mr.
22 Godshall; p. 392 Mr McCall; p.393 Rep. Smith and Mr. Saylor; p. 395 Mr. Benninghoff; p.397
23 Mr. Gabig]
- 24 • House Journal, February 12, 2008, pages 430-432 [p. 431: Mr. Hutchinson]

25
26 PN 4429 (September 23, 2008) stated, “ELECTRIC DISTRIBUTION COMPANIES SHALL FURNISH
27 SMART METER TECHNOLOGY AS FOLLOWS: ... (III) IN ACCORDANCE WITH A SCHEDULE
28 OF REPLACEMENT OF FULL DEPRECIATION OF EXISTING METERS.”

29
30 Note here, that PNs 3218 and 3233 which mandated Smart Meters for all customers, and PN 4429 which
31 made reference to retiring from service and replacing existing (mostly analog) meters were NOT
32 PASSED INTO LAW. It is also worth noting that there would be no way to logically think “depreciation”
33 could be synonymous with “deployment” in the paragraph above from PN 4429. It simply makes no
34 sense. Also noteworthy is that PN 4429, again – which was NOT passed into law - would have required
35 covered EDCs to replace fully depreciated existing (presumably analog/mechanical) meters that had
36 exceeded their useful life with Smart Meters. However, this language in PN 4429 was changed, and is in
37 sharp contrast to the language that was passed into law.

38
39 Any interpretation of §2807(f)(2)(iii) of the Act, such as the PUC and EDCs espouse, that it mandates
40 Smart Meters for all customers or that it makes any reference at all to existing analog meters is erroneous,
41 because those interpretations are based on language that the PA legislature purposefully modified and are

¹¹ As Smart Meters are provided to those who request one, and in new building construction, time of use rate requirements are honored.

1 based on language that was NOT PASSED INTO LAW. The prior PNs of the Act that were NOT passed
2 into law should not have formed the basis for the PUC's Implementation Order of June 2009, which the
3 PUC and all of its Administrative Law Judge's (ALJs) cite for the purpose of ruling against every single
4 Smart Meter formal complaint to date.

5
6 In addition to the clear plain English understanding of Act 129 §2807(f)(2)(iii)'s reference to a 15-year
7 depreciation schedule are the Senate Journal records of PN 4526, the version that WAS signed into law.

8
9 Discussion of PN 4526 in the Senate is recorded in the Senate Journal on October 8, 2008, pages 2626-
10 2631, from which the following comments pertinent to Smart Meters and concerns about customers are
11 taken. Here is a link: (<https://www.legis.state.pa.us/WU01/LI/SJ/2008/0/Sj20081008.pdf#page=13>)

12
13 p 2626

14 Senator TOMLINSON.

15 It also contains language in there that we will have Smart Meters. **It is not mandated**, but it allows for
16 the deployment of Smart Meters through a depreciation process, through new home construction process,
17 and through the depreciation of 15 years, and **for anyone who wants to purchase a Smart Meter which**
18 **they feel will help them manage their electric load better.**

19
20 p. 2627

21 Senator BOSCOLA.

22 **We also made sure that Smart Meters would not be mandated for every single ratepayer.** Not only
23 is that a smarter approach to Smart Meter deployment, but it will also save electric customers hundreds of
24 millions of dollars paying for something that will not provide a real benefit in their own households.

25
26 p. 2629

27 Senator FUMO

28 In addition, **we did not mandate Smart Meters, but we made them optional.** We did say in new
29 construction, where they really are practical, they will be put in.

30 31 **4. The PA PUC's Use of the Word "Depreciation"**

32
33 In its Implementation Order of June 2009, on page 12 (where new construction is discussed), the PUC
34 states the following: "As with all equipment, meters have a useful life. EDCs determine how much to
35 invest in meter equipment based on its useful life and have an opportunity to depreciate that investment
36 over the useful life of the meter. In addition, EDCs have an opportunity to recover the cost of the meter
37 from ratepayers."

38
39 As shown above, the PUC used the terms "useful life" and "depreciation" when discussing meters
40 (including Smart Meters) and related those terms to the meter's cost over its useful life. This example
41 taken from the PUC's 2009 Implementation Order illustrates that the PUC appears to know that
42 "depreciation" is, in fact, an accounting term that relates to an expenditure for exhaustion, wear and tear,
43 and obsolescence allocated over an asset's useful life. It also shows that the PUC should know that

1 depreciation does not mean and has nothing to do with “mandatory deployment.” Rather depreciation is a
2 result of deployment of an asset.

3
4 After showing an understanding of what depreciation means on page 12, it is unclear how only two pages
5 later in the Implementation Order, on page 14, the PA PUC states “The Commission believes that it was
6 the intent of the General Assembly to require all covered EDCs to deploy Smart Meters systemwide when
7 it included a requirement for Smart Meter deployment “in accordance with a depreciation schedule not to
8 exceed 15 years.” The PUC has consistently ruled that in using the terms “systemwide Smart Meter
9 deployment”, the PUC means that there can be no exception for any homeowner who objects to a Smart
10 Meter on their property for any reason, including but not limited to adverse medical or health effects.
11 There is simply no basis for this position.

12
13 Further, on page 29 of the Implementation Order where recovery of costs of “deployment and
14 installation” of Smart Meter technology is discussed, the PUC states “these costs would include both
15 capital and expense items relating to all plan elements, equipment and facilities, as well as an analysis of
16 all administrative costs. More specifically, these costs would include, but not be limited to, capital
17 expenditures for any equipment and facilities that may be required to implement the Smart Meter plan, as
18 well as depreciation, operating and maintenance expenses.” Once again – the PUC uses the term
19 “depreciation” correctly as an accounting term as a cost resulting from the deployment of Smart Meters.
20 “Depreciation” is not synonymous with the term “deployment” – rather the terms are separate and
21 distinct.

22
23 The PA PUC’s discussion of the recovery of costs in the paragraph above comes from Section 2807(f)(7)
24 of Act 129 of 2008. Section 2807(f)(7) provides that part of the recoverable costs include annual
25 depreciation and capital costs over the life of Smart Meter technology. In § 2807(f)(7), depreciation is
26 clearly an expense for the exhaustion, wear and tear, and obsolescence of a Smart Meter. Based on the
27 PUC’s 2009 Implementation Order references to “depreciation” discussed above, the PUC appears to
28 understand the correct meaning and usage of the term. It is not logical that “depreciation” should
29 somehow be defined completely differently by the PUC (and to ascribe legislative intent which was
30 entirely absent from actual wording and legislative discussion just prior to passage of the Act) solely for
31 purposes of Section 2807(f)(2)(iii).

32
33 Additional historical clarity can be seen in the words of the PA PUC itself – as recently as December 19,
34 2019. In its Act 129 Total Resource Cost (TRC) Test for 2021¹², on page 21, the PA PUC discusses
35 effective useful life and stated “While certain technologies may have an expected useful life greater than
36 15 years, Act 129 is clear about the 15-year limit, and any adjustment to the cost ledger would circumvent
37 the legislative directive.” Here – the PA PUC correlates useful life with cost of a technology – providing
38 additional evidence that the meaning of depreciation is fully understood. Also of note is the repetitive
39 theme of a 15 year useful life seen in the Act.

40

¹² Act 129 discusses the TRC test being a standard test that is met if, over the effective life of each plan not to
exceed 15 years, the net present value of the avoided monetary cost of supplying electricity is greater than the net
present value of the monetary cost of energy efficiency conservation measures. Reference to the TRC is only made
here to show the PA PUC’s correlation of cost to the useful life of technology.

1 **5. Met-Ed’s Use of the Word Depreciation**

2
3 In Met-Ed’s Smart Meter Deployment Plan¹³, on page 52, it states “for Capex,¹⁴ the estimated book lives
4 used for depreciation purposes were 15 year for Smart Meters and communication equipment, 5 years for
5 hardware and 7 years for software. Book lives were determined based on input from external resources
6 and internal subject matter experts while tax lives were based on IRS guidelines.”

7
8 Like the PUC, Met-Ed also understands that depreciation is inherently a tax and accounting term that
9 stands for an expense tied to the wear and tear of an asset over its useful life. It is also noteworthy that
10 the book lives used by Met-Ed for Smart Meters and related communication equipment all coincide with
11 § 2807(f)(2)(iii) in that they do not exceed 15 years. Met-Ed even stated that its internal subject matter
12 experts agree. Also noteworthy is that § 2807(f)(7) states that an EDC may recover the reasonable and
13 prudent costs of providing Smart Meter technology under paragraph (2)(ii) (new building construction)
14 and (iii) (in accordance with a depreciation schedule not to exceed 15 years). The Act itself ties the costs
15 of Smart Meter technology to a useful life not to exceed 15 years; and Met-Ed has acknowledged that
16 legislative directive.

17
18 On page 76 of Met-Ed’s Smart Meter Deployment Plan it states “for meters that are removed or become
19 obsolete due to the installation of Smart Meters (“Legacy Meters”), the Companies propose to retire the
20 meters out of stock, continue their existing depreciation schedule unaltered over their remaining lives as a
21 regulatory asset, and continue cost recovery through base rates.” The rate base equivalent of the
22 regulatory asset for Legacy Meters plus the Cost of removal net of Salvage will continue to be included in
23 the respective Company’s base rate. This protocol would have no current impact on customer rates. For
24 accounting purposes, the Companies are asking the Commission to approve an accounting treatment that
25 would allow them to create a “regulatory asset” for the Legacy Meters with a recovery schedule equal to
26 the remaining depreciable lives of the assets per the Companies’ depreciation records.” (underlining
27 added for emphasis).

28
29 What the above paragraph from Met-Ed’s Deployment Plan means is that Med-Ed (the EDCs) proposed
30 to continue depreciating existing meters using the existing meters’ regular depreciation schedules over
31 their remaining lives to recover the full costs of those meters through base rates if they were taken out of
32 service prior to the end of their useful life after forced deployment of Smart Meters resulting from the
33 PUC’s erroneous interpretation of the Act. In other words, this is a request by Met-Ed to continue
34 charging customers for meters that are taken out of service until their full cost is recovered from the
35 customer. But once again, and more importantly, in the paragraph above Met-Ed shows that depreciation
36 is an accounting term tied to the cost of an asset and allocation of that cost over the useful life of the asset.
37 In this instance depreciation is discussed for purposes of continuing to charge base rates, but the meaning
38 of depreciation is again confirmed by Met-Ed to be the same as established throughout this analysis.

39
40 The PUC and Met-Ed appear to understand what depreciation means, and that Act 129 § 2807(f)(2)(iii)
41 imposes a maximum 15 year limit on the service life of Smart Meters; yet both state repeatedly that Act

¹³ Docket No. M-2013-2341990

¹⁴ This is an abbreviation for capital expenditure.

1 129 §2807(f)(2)(iii) imposes a mandated deployment of Smart Meters to all customers of covered EDCs.
2 The PUC and Met-Ed thus are clearly capable of understanding and using the correct interpretation of the
3 words “depreciation schedule”, but not when they are defending their misinterpretation of legislative
4 intent and the PUC’s Implementation Order of June 2009.

5
6 **6. Opt-Out Legislative Proposals**
7

8 Time and time again in the PUC formal complaint administrative process, ALJ and PUC decisions have
9 been rendered against Smart Meter complainants stating that the Act does not allow for opt outs. This
10 fact is not contested as stated. The Act does not provide any legislative opt outs, because it was solely an
11 “opt in” statute, which, of course, would not provide any opt outs.¹⁵ It is solely and unequivocally the
12 PUC’s misinterpretation of the legislative intent and meaning of the words “in accordance with a
13 depreciation schedule not to exceed 15 years” that turned the Act into a mandatory no opt out Smart
14 Meter deployment law; otherwise, if the PUC had not changed the legislative intent and meaning of the
15 law, there would never have been a need to create an opt out.

16
17 The Act does allow small volume EDCs to not furnish Smart Meters to its customers if that EDC services
18 100,000 or fewer customers. That is, if a customer is served by a small volume EDC, that EDC does not
19 have to furnish a Smart Meter to a customer upon the customer’s request for a Smart Meter or in new
20 construction.

21
22 The PUC, Met-Ed and other utilities have either stated or insinuated that the existence of various Smart
23 Meter opt-out bills proposed by the PA state legislature proves that the legislative intent of the Act was
24 mandatory system-wide deployment.

25
26 This is patently false. The first Smart Meter Opt-Out bill was proposed in 2012 by State Rep. Mike Reese
27 (House Bills 2186 and 2188 most recently reintroduced as four bills - House Bills 310, 311, 312 and 313).
28 The initial Bills were introduced approximately three years AFTER the PUC’s 2009 Implementation
29 Order, and only one year after the PUC started to dismiss all Smart Meter formal complaints filed by
30 Pennsylvania residents. The introduction of Smart Meter opt out bills, the most recent being Senate Bill
31 number 791, introduced this session, was prompted by urging of constituents who were denied opt outs
32 and accommodations in formal complaint filings in front of the PUC, and not for any other reason.

33
34 It is noteworthy that the first opt out bill was not introduced until years after the passing of the Act and
35 the PUC’s June 2009 Implementation Order, when the EDCs were starting their Smart Meter roll outs
36 pursuant to the PUC’s implementation orders, but not before then. Timing is key here and speaks
37 volumes. Timing of the first Smart Meter opt out proposal in 2012 establishes the fact that opt out
38 proposals were a response to the PUC’s flawed Implementation Order and the PUC’s refusal to change its
39 flawed interpretation of the Act, and not because of any wording or plain language in the Act itself.

40

¹⁵The absence of a plainly stated opt-out provision does not preclude a utility customer from declining a meter based on various unsafe conditions (including medical implications and negative health effects) that could be caused or exacerbated by Smart Meter radiofrequency emissions in accordance with 66 Pa. C.S. § 1501.

1 See, for example, the long string of formal complaint cases that the PUC had dismissed on the pleadings
2 starting in 2011, cited by PECO in *Kreider v PECO* PUC Docket No.: C-2015-2469655, *PECO Energy's*
3 *Petition for Reconsideration of the Commission's September 3, 2015 Order*, citing *Gavin v. PECO*,
4 Docket No. C-2012-2325258 (Final Order entered, Jan. 24, 2012);

5
6 In PECO's Interlocutory Petition for Reconsideration in *Kreider*, PECO cited an unbroken string of
7 formal complaint Smart Meter cases that the PUC had dismissed heretofore without a hearing,
8 because the PUC had determined that Act 129 did not permit any opt outs:

9
10 “Indeed, no AMI meter cases have proceeded to a hearing on the right to opt out; each
11 of PECO's cases has been dismissed on preliminary objection. See *Francis v. PECO*, Docket
12 No. C-2014-2451351 (Final Opinion and Ordered entered, August 20, 2015); *Van Schoyck v.*
13 *PECO*, Docket No. C-2015-2478239 (Initial Decision entered, June 19, 2015); *Larson v.*
14 *PECO*, Docket No. C-2014-2451754 (Final Opinion and Ordered entered, June 11, 2015);
15 *Antonio Romeo v. PECO Energy*, Docket No. C-2015-2479260 (Initial Decision entered, June
16 4, 2015); *Gerald H. Smith v. PECO*, Docket No. C-2014-2443198 (Final Opinion and Order
17 entered April 23, 2015); *Vincent Feldman v. PECO*, Docket No. C-2015-2442308 (Initial
18 Decision entered, April 1, 2015); *Margaret Hager, M.D. v. PECO Energy*, C-2014-2444961
19 (Final Order entered, March 12, 2015); *Ellen Donnelly v. PECO Energy*, Docket No. F-2013-
20 2330663 (Final Order Entered March 18, 2014); *Douglas Evans v. PECO Energy*, Docket No.
21 C-2013-2368477 (Final Order entered, February 6, 2014); *Theresa Gavin v. PECO Energy*,
22 Docket No. C-2012-2325258 (Order entered January 24, 2013); *Jeff Morgan v. PECO Energy*,
23 Docket No. C-2013-2356606 (Final Order entered July 23, 2013); *Thomas McCarey v. PECO*
24 *Energy*, Docket No. C-2013-2354862 (Final Order entered September 26, 2013); *Renney*
25 *1710mas v. PECO Energy*, Docket No. C-2012-2336225 (Final Order entered December 31,
26 2013); *Maria Povacz v. PECO Energy*, Docket No. C-2012-2317176 (Order entered
27 September 28, 2012).”

28
29 “Moreover, the Commission has ruled consistently on the right to opt out issue with respect
30 to other EDCs. *Gloria Corbett v. Pennsylvania Power Company*, Docket No. C-2011-
31 2219898 (Final Order entered, May 27, 2011); *Richard Negley v. Metropolitan Edison*
32 *Company*, Docket No. C-2010-2205305 (Final Order entered, March 3, 2011); *Richard*
33 *Secrest v. West Penn Power Company*, Docket No. C-2013-2356667 (Final Order entered,
34 Jun. 11, 2013); *Corbett v. Pennsylvania Power Company*, Docket No. C-2011- 2219898
35 (Order entered May 27, 2011); *Jones v. Metropolitan Edison Company*, Docket No. C-
36 2011- 2224380 (Order entered June 28, 2011); *Griffin v. Metropolitan Edison Company*,
37 Docket No. C-2012- 2300172 (Order entered July 31, 2012); *Brake v. West Penn Power*
38 *Company*, Docket No. C-2013- 2367308 (Order entered November 14, 2013); *Drake v.*
39 *Pennsylvania Electric Company*, Docket No. C- 2014-2413771 (Order entered June 12,
40 2014); *Efaw v West Penn Power Company*, Docket No. C-2014-2413744 (Order entered
41 June 12, 2014); *Sean Loughry v. PPL Electric Utilities Corp.*, Docket No. C- 2014-
42 2445932 (Order entered March 2, 2015).”

43
44 *Krieder v PECO op cit*, PECO Energy's September 18, 2015 Petition for Reconsideration of
45 the Commission's September 3, 2015 Order fn 4.

1
2 Legislators clearly remarked as to the non-mandatory intent of PN 4526, and any subsequent effort by
3 anyone to reach out to the PUC to remark about such intent fell on deaf ears as evidenced by complaint
4 after complaint. As shown by a letter written by PUC counsel dated March 20, 2018 related to docket
5 number C-2018-3000222, the PUC has taken the posture that the only way it would change its
6 implementation order was if there was a ruling from a higher court or the Act was amended. At the same
7 time, In the PA PUC’s Public Meeting held April 15, 2010,¹⁶ in discussing the deployment process of
8 Smart Meters and related timeframes on page 10, it states that the PUC Administrative Law Judge (ALJ)
9 “found that the *Implementation Order* is not a regulation and does not have the full force and effect of
10 law. Instead, it acts as a policy to provide guidelines to EDCs regarding the Commission’s expectations
11 about Smart Meter plans.”

12
13 That statement contradicts the need for a ruling from a higher court or an amendment to the Act for the
14 PUC to change its Implementation Order. If its Implementation Order does not have the full force and
15 effect of law, then why would a law (that has been completely misinterpreted by PUC) need to be re-
16 written? Why would a higher court need to make a ruling? The answer is that neither needs to take place.
17 The PUC itself states that its Implementation Order is a policy not having the full force and effect of law,
18 yet it refuses to re-address its erroneous policy in the face of overwhelming evidence (well beyond a
19 preponderance of the evidence) that it has misinterpreted the plain language of the Act, the legislative
20 intent of the Act and the constitutionality of its Implementation Order. The PUC can change its erroneous
21 and illegal policy; and does not need an appellate court or the PA state legislature to do so.

22 23 **7. Associated Costs of Smart Meters and Related Equipment**

24
25 Section 2807(f)(7) says “an electric distribution company may recover reasonable and prudent costs of
26 providing Smart Meter technology under paragraph (2)(ii) and (iii),¹⁷ as determined by the commission.
27 This paragraph includes “annual depreciation and capital costs over the life of the Smart Meter
28 technology and the cost of any system upgrades that the electric distribution company may require to
29 enable the use of Smart Meter technology.....”

30
31 Yet again – the General Assembly correctly applies the term “depreciation” in the context of the Act.
32 Depreciation is clearly a cost allocated to the life of a Smart Meter. Depreciation means the same thing
33 here as it does in Section 2807(f)(2)(iii). Depreciation means depreciation, not deployment.

34
35 Additionally, Section 2807(f)(7) does not require that Smart Meters must be furnished to every customer
36 without exception in order for EDCs to allocate the cost of new systems enabling the use of Smart Meters.
37 Section 2807(f)(7) makes no such inference, directly or indirectly.

38 39 **8. Time of Use Rates**

40

¹⁶ Docket No. M-2009-2123950

¹⁷ Specifically, this is referring to 2807(f)(2)(ii) and (iii).

1 EDCs and the PUC have also argued that because time of use rates are a requirement under the Act, there
2 must also be mandatory system-wide deployment of Smart Meters with no exceptions.

3
4 Clearly – that is not the case because EDCs with 100,000 or fewer customers do not need to participate in
5 the smart grid, and customers served by those EDCs may not force their EDC to offer them Smart Meters
6 or time of use rates, either. But more importantly, EDCs with 100,001 or more customers may still have
7 customers who request a Smart Meter and agree to pay for it, and those EDCs will still be furnishing
8 Smart Meters in new construction. Therefore, time of use rates are being implemented in accordance with
9 the Act 129 to those who request them, and in new construction. Time of use rates, however, do not
10 somehow turn 2807(f)(2)(iii) into a mandatory Smart Meter deployment for all customers of EDCs with
11 100,001 or more customers. The language of the law does not support it. Once again, 2807(f)(2)(iii) only
12 means that Smart Meter technology has a useful life not to exceed 15 years. At least every 15 years,
13 Smart Meters which have already been deployed must be replaced because the Act requires it, and the
14 PUC and Met-Ed appear to know this.

15 16 **9. PA PUC’S ABILITY TO CHANGE ITS IMPLEMENTATION ORDER**

17
18 In the PA PUC’s Public Meeting held April 15, 2010¹⁸ (the joint petition of Met-Ed and other EDCs), the
19 discussion on page 9 states the following: “In Commission proceedings, the proponent of a rule or order
20 bears the burden of proof. 66 Pa. C.S. § 332(a). To satisfy that burden, the proponent of a rule or order
21 must prove each element of its case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa.*
22 *PUC*, 578 A.2d 600 (Pa. Comwlth. 1990). A preponderance of the evidence is established by presenting
23 evidence that is more convincing, by even the smallest amount, than that presented by the other parties to
24 the case. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, the Commission’s
25 decision must be supported by substantial evidence in the record. More is required than a mere trace of
26 evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v.*
27 *Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).”

28
29 In this same document (Docket No. M-2009-2123950), as mentioned above, in discussing the deployment
30 process of Smart Meters and related timeframes on page 10, it states that the PUC Administrative Law
31 Judge (ALJ) “found that the *Implementation Order* is not a regulation and does not have the full force and
32 effect of law. Instead, it acts as a policy to provide guidelines to EDCs regarding the Commission’s
33 expectations about Smart Meter plans.”

34
35 The evidence presented herein is overwhelming that Section 2807(f)(2)(iii) establishes a maximum
36 service life of Smart Meters and nothing further. The legislative intent is clear. “Not mandatory” means
37 no forced deployment over a customer’s objections. There is no evidence to support the PUC’s position
38 that Section 2807(f)(2)(iii) mandates deployment of Smart Meters to all customers not covered by Section
39 2807(f)(2)(i) and (ii). Accordingly, and by a preponderance of the evidence, the PUC should reverse its
40 incorrect interpretation of Section 2807(f)(2)(iii). This reversal does not require ruling from an appellate
41 court or an amendment to the Act, although either would serve to accomplish the same end result based
42 on the PUC’s refusal to address the issue.

¹⁸ Docket No. M-2009-2123950

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10. Conclusion

Complainant has met the burden of proof that Act 129 does not require her to accept a Smart Meter on her home.

Taken *in toto*, Act 129 § 2807(f)(2)(iii), as per the definition of depreciation based on the authorities discussed herein, as used repeatedly in the PA Public Utilities Code, and mirrored by the PUC’s Implementation Order and Met-Ed’s Smart Meter Deployment Plan, sets a cap on the service period of Smart Meters, dictating their service life not exceed 15 years. Even Met-Ed’s deployment plan agrees. The final version of § 2807 passed into law says nothing about replacing electromechanical analog meters and nothing about universal forced deployment of Smart Meters. No such inferences as these can be made from the statutory language of Act 129, from the “intent” as recorded in the *House* and *Senate Journals* in the legislative history of HB 2200 that became Act 129, nor in the changes to the Bill wording through each Printer’s Number, culminating with the final version (PN 4526) passed into law.

Thus, I have found no basis on which the PUC can justify its mandate of universal forced deployment of Smart Meters in their Implementation Order of June 2009 and all subsequent PUC formal complaint holdings and Implementation Orders. Consequently, the EDCs, including Met-Ed, have no legal basis on which to force Smart Meters on all of their customers.

I am NOT requesting nor have I ever requested a Smart Meter. I DO NOT live in new building construction – and therefore am not required to have a Smart Meter under any legal interpretation of Act 129. I do not have a Smart Meter that has exceeded its useful life; in fact, I do not have a Smart Meter at all. The reason I do not have one is because I did not request one, and I do not live in new building construction. I will repeat – **I do not want a Smart Meter and there is no reason under the law that I must accept one on the electric sockets of the home I own as a condition of receiving electricity from my EDC at those locations.** Section 2807(f)(2)(iii) only deals with furnishing Smart Meters that have exceeded their useful life (not to exceed 15 years). It does not require me or anyone else similarly situated to have a Smart Meter.

1 **FINDING II: Met-Ed has not fulfilled the Burden of Proof to show that Smart Meters are safe and**
2 **will, therefore, not have a negative impact on the Complainant’s health.**

3
4 Complainant read into record:

5 “Met-Ed also has the burden to comply with safe and reliable service as well and according to
6 **CHAPTER 3 of the PUBLIC UTILITY COMMISSION SUBCHAPTER A 315. the Burden**
7 **of proof section states under (c) Adequacy of services and facilities.**—that In any proceeding
8 upon the motion of the commission, involving the service or facilities of any public utility, **the**
9 **burden of proof to show that the service and facilities involved are adequate, efficient, safe, and**
10 **reasonable shall be upon the public utility.”**

11 Attorney Tori Giesler’s document dated January 24, 2019 (Brief Exhibit L) states that “Mr. Ahr will
12 testify regarding West Penn Power Company’s (SIC, Met-Ed’s) Smart Meter Program as well as the
13 safety of the Smart Meter.” Mr. Ahr stated in his testimony that he is not an expert on safety.

14 According to Exhibit L, Dr. Christopher Davis was “expected to testify about the nature and physical
15 properties of RF fields, whether there is an established biophysical or biological mechanism ...to cause
16 adverse effects in humans...” and Dr. Mark Israel was “expected to testify about medical and scientific
17 studies on RF fields and health...” Being that Met-Ed did not present these witnesses, and the fact that
18 Mr. Ahr stated that he is not qualified to speak on safety, **Met-Ed failed to present even one expert**
19 **testimony within this hearing that Smart Meters are safe and cause no harm.**

20 Mr. Ahr stated that Met-Ed sent a brochure 90 days prior to attempted installation. On October 25, 2016 a
21 pre-installation letter was sent.

22 When asked by the complainant where the safety communication requirements are met, Mr. Ahr replied
23 that the above-mentioned correspondence directed customers to the website. The website page **Radio**
24 **Frequency Fact Sheet (Martin - Exhibit B)** and **Radio Frequency/Health (Martin – Exhibit C)** make
25 the following assertions:

- 26 1. Within paragraph three of *Radio Frequency Fact Sheet* Exhibit B, Met-Ed states, “While **there have**
27 **been** some concerns about the potential impact of the RF generated by Smart Meters, **numerous**
28 **studies have proven** that Smart Meters using RF technologies pose **no health risk**. For additional
29 information, please visit firstenergycorp.com/PAsmartmeter.”
- 30 2. On page two of Exhibit B the second question asks, “Is the RF generated by Smart Meters hazardous
31 to your health?” Met-Ed’s answer is stated as “**No.**” Paragraph four of that explanation goes on to
32 say, “...there have **been no long-term health effects** identified as a result of the installation of Smart
33 Meters, according to a study conducted by the California Council on Science and Technology.”
- 34 3. In the first paragraph of Exhibit C *Radio Frequency/Health*, Met-Ed has inserted a link to “Health
35 Impacts of Radio Frequency Exposure from Smart Meters” conducted by California Council of
36 Science and Technology stating in that paragraph “- have shown that Smart Meters using radio
37 frequency (RF) technologies **pose no health risk.**”

- 1 4. Paragraph 4 of Exhibit C reiterates "...there have been **no long-term health effects** identified as a
2 result of the installation of Smart Meters" and links to "Health Impacts of Radio Frequency Exposure
3 from Smart Meters" conducted by California Council of Science and Technology.
- 4 5. Met-Ed states in paragraph 5 of Exhibit C, "The World Health Organization (WHO) States*: 'To
5 date, **all expert reviews on the health effects of exposure to RF fields have reached the same**
6 **conclusion: There have been no adverse health consequences** established from exposure to RF
7 fields at levels below the international guidelines on exposure limits published by the International
8 Commission on Non-Ionizing Radiation Protection.'"
- 9 o Please note that the hyperlink within this statement leads to *Electromagnetic fields and*
10 *public health: mobile phones*, (Exhibit M) which **does not include the stated quote.**
- 11 6. Exhibit M, fourth page, fourth paragraph under Long-term effects, it states, "Based largely on data,
12 IARC has classified **radiofrequency electromagnetic fields as possible carcinogenic** to humans
13 (Group 2B), a category used a casual association is considered credible, ..."

14 Rebuttal to statements and assertions made by Met-Ed.

- 15 **1. If an absolute statement is made (e.g. no health risk, all experts agree) that means that just**
16 **one case or one example will make that statement FALSE.**
- 17 2. As directed by Met-Ed's website (and Mr. Ahr) we shall consider "Health Impacts of Radio
18 Frequency Exposure from Smart Meters" conducted by California Council of Science and
19 Technology, (Exhibit N)
- 20 [Please note that this is posted as an exhibit for what it says as referred to by Met-Ed, not that its
21 assertions are true or false.]
- 22 a. The entire fifth page of this document, page "1" shows doubt, and that more research
23 needs to be done. KEY REPORT FINDINGS 3. "To date, scientific studies have not
24 identified or confirmed negative health effects from potential non-thermal impacts of RF
25 emissions such as those produced by existing common household electronic devices and
26 Smart Meters." **This statement is saying that they did not find negative results. It**
27 **does NOT state that there are no negative results.**
- 28 b. Followed by 4. "**Not enough is currently known** about potential non-thermal impacts of
29 radio frequency emissions to identify or recommend additional standards for such
30 impacts." **Again, this is a statement that does not support Met-Ed's claim that there**
31 **are no health risks.**
- 32 c. On the lower half of the page 1, OTHER CONSIDERATIONS, notes 1 – 3 recommends
33 that more study should be done. Specifically, "**4. Consideration could be given to**
34 **alternative Smart Meter configurations (such as wired) in those cases where wireless**
35 **meters continue to be a concern to customers.**"
- 36 d. On page 4, the last half of the first paragraph states "Non-thermal effects, however,
37 including **cumulative or prolonged exposure to lower levels of RF emissions, are not**
38 **well understood. Some studies have suggested non-thermal effects may include**
39 **fatigue, headache, irritability, or even cancer.** But the findings have not been
40 scientifically established, and the mechanisms that might lead to non-thermal effects
41 **remain uncertain.** Additional research and monitoring is [sic] needed to better identify
42 and understand potential non-thermal effects."

1 e. On page 12 under the heading of Non-thermal Effects, it states “**There are emerging**
2 **questions in the medical and biological fields** about potential harmful effects caused by
3 non-thermal mechanisms of absorbed RF emissions. Complaints of health impacts from
4 “electromagnetic stress” have been reported, with symptoms including fatigue, headache,
5 and irritability. Some studies have suggested that RF absorption from mobile phones may
6 disrupt communication between human cells, which may lead to other negatives [sic]
7 impacts on the human biology.^{10, 11} While concerns of brain cancer associated with
8 mobile phone usage persist, there is currently no definitive evidence linking cell phone
9 usage with increased incidence of cancer.¹² **But due to the recent nature of the**
10 **technology, impacts of long-term exposures are not known.** Ongoing scientific study
11 is being conducted to understand non-thermal effects from long-term exposure to mobile
12 phones and Smart Meters, etc., **especially the cumulative impact from all RF emitting**
13 **devices including that of a network of Smart Meters operating throughout a**
14 **community.**^{13”}

15 *As previously mentioned, it only takes one example to prove an absolute statement to be false.*

16 Comparing the assertions made by Med-Ed in their online statements with their supporting documentation
17 the following conclusions can be made:

18 “**there have been some concerns**” FALSE This statement is past tense. Met-Ed’s selected support
19 documentation repeated states **that more research must be done as much is unknown to the point that**
20 **customers should have the option to choose otherwise if they have concerns.** Concerns are not a thing
21 of the past.

22 “**numerous studies**” FALSE Met-Ed did not supply even one supporting study. An appropriate study to
23 support their claims would be peer-reviewed and unbiased. Manufacturer’s study is not unbiased.

24 “**no long-term health effects**” FALSE Study states repeatedly that more research is necessary and long-
25 term effects are unknown.

26 “**all expert reviews have reached the same conclusion.**” FALSE The one example they posted does not
27 even reach that conclusion.

28 Mr. Ahr indicated the website to be the source of safety information and was firmly in agreement with the
29 statement that “**all expert reviews have reached the same conclusion.**” Again, it only will take one
30 expert review to disagree to make this statement false.

31 To prove that Mr. Ahr’s statement is not correct refer to Exhibit O, *Sage Reports, Karl Maret, MD. Dr.*
32 *Maret.* This peer-reviewed study is in fact stating that the California Council on Science and Technology
33 report, referred to by Met-Ed does not clearly state the extent of the problems with non-thermal
34 microwave radiation. [Again, note that Exhibit O is submitted for what it says, rather than for the truth of
35 the matter as an expert witness can testify to, and I, Complainant, submit it as an intelligent person who
36 has read this article, comprehends and agrees with this article, am showing that this article exists and that

1 there is a scientifically and medically qualified author of this article who criticizes the California Council
2 on Science and Technology report for not clearly stating the extent of harm from non-thermal microwave
3 radiation, and request that Your Honor should take judicial notice that this article does exist.]

4 In addition, Exhibit P, *Planetary electromagnetic pollution: it is time to assess its impact* states on page
5 e513 “The weight of scientific evidence **refutes the prominent claim that the deployment of wireless**
6 **technologies poses no health risk** at the currently permitted non-thermal radio frequency exposure
7 levels. Instead, the evidence supports the International EMF Scientist Appeal by **244 scientists from 41**
8 **countries** who have published on the subject in peer-reviewed literature and collectively petition the
9 WHO and the UN for immediate measures to reduce public exposure to artificial electromagnetic fields
10 and radiation.” [Note that Exhibit P is submitted for what it says, rather than for the truth of the matter as
11 an expert witness can testify to, and I, Complainant, submit it as an intelligent person who has read this
12 article, comprehends and agrees with this article, am showing that this article exists and that there are
13 scientifically and medically qualified authors of this article who present evidence to show that a
14 preponderance of evidence refutes the “no health risk” from non-thermal radio frequency exposures, and
15 request that Your Honor should take judicial notice that this article does exist.] **Therefore, Mr. Ahr’s**
16 **statement made at the hearing and Met-Ed’s statement on their informational website “all expert**
17 **reviews have reached the same conclusion” is FALSE.**

18 During the hearing Attorney Gielser allowed Exhibit A, (letter from the doctor) for the fact of “what it
19 says” not that what it states is correct. Similarly, I was asking for these additional exhibits to be allowed
20 because of what they say and not for the truth of the matter as detailed above. Martin - Exhibits B and C
21 are the document **chosen by Met-Ed** and the wording that Met-Ed is exemplifying as accurate for its
22 customers to read.

23 Mr. Ahr stated that the safety information is on the website; therefore, he pointed to these documents as
24 their burden of proof to show that Smart Meters are safe and adequate. If this document **is to be**
25 **regarded**, it does **not support** that there are “**no health or safety issues**” with Smart Meters. If this
26 document **is to be disregarded** then Met-Ed has no supporting evidence that Smart Meters are safe and
27 have no health risks.

28
29
30 **CONCLUSION:**

31 **Complainant has met the burden of proof that Met-Ed has made unsubstantiated statements and**
32 **has blatantly misrepresented the safety of Smart Meters.**

33 Through Met-Ed’s opportunities of communication

- 34
- Two preliminary mailings to customers regarding Smart Meter installation
 - Website verbiage and its linked documents
- 35

1 • Witness testimony at hearing

2 Met-Ed has **not met the burden of proof to** show that the service and facilities involved are **adequate,**
3 **efficient, safe, and reasonable** as required in PA Title 66 **CHAPTER 3 of the PUBLIC UTILITY**
4 **COMMISSION SUBCHAPTER A 315. the Burden of proof section states under (c) Adequacy of**
5 **services and facilities.**

6

7 **FINDING III: Complainant complied with Met-Ed’s request for waiver and was not informed that**
8 **the medical waiver was temporary.**

9
10 Complainant read into record:

11
12 “As part of my personal care and right of choice as to how I can avoid that which causes these
13 damaging affects to my person, I complied with the medial waiver procedure offered by Tabitha at
14 Met-Ed on July 11, 2017 to address the problematic installation of a radiation emitting device that
15 would replace the current electro-mechanical meter now installed on my property. I did so after
16 speaking with their representative and by following her instructions precisely, at which time **she**
17 **never informed me that this was only a temporary solution** to avoiding the device’s installation.
18 Therefore, I was quite taken aback to again receive a termination notice dated Sept 26, 2017. Met-Ed
19 accepted the professional advice of my physician as valid.”

20
21 In Mr. Ahr’s testimony, he emphasized that Complainant was told on July 11 that the medical **waiver was**
22 **temporary**. Mr. Ahr was not present in that conversation. The notes from that day from Tabatha D Jones
23 (Met-Ed Exhibit JCA-3, page 6 of 7) **do not indicate that the Complainant was told this was**
24 **temporary. There is no evidence to substantiate Mr. Ahr’s statement.** Complainant stated **under**
25 **oath that she was not told it was temporary**, she followed the instructions as the representative
26 described, and was taken by surprise after receiving yet another threatening termination letter with no
27 further explanation.

28 **CONCLUSION: Complainant has met the burden of proof that she complied fully with the**
29 **direction of the Met-Ed representative to acquire a medical waiver. She has met the burden of**
30 **proof that she was not informed that the relief provided by the medical waiver letter was**
31 **temporary.**

32 The receipt of a termination letter without explanation when, at this point, Met-Ed had the Complainant’s
33 contact information is clearly harassment and should be deemed as inappropriate procedure.

34
35 **SUMMARY OF FINDINGS:**

36 **FINDING I: Complainant has met burden of proof that ACT 129 does not require Complainant to**
37 **have a Smart Meter installed on her property.**

38 **FINDING II: Complainant has met burden of proof that Met-Ed has repeatedly, falsely stated that**
39 **Smart Meters are safe. Met-Ed has not substantiated their claim that Smart Meters are safe.**

40 **FINDING III: Complainant has met the burden of proof that she complied with Met-Ed’s request**
41 **for waiver and was not informed that medical waiver was temporary.**

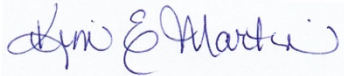
42
43 **REQUESTED RELIEF:**

44 **Mission Statement:** The Pennsylvania Public Utility Commission balances the needs of consumers and
45 utilities; **ensures safe** and reliable utility service at reasonable rates; **protects the public interest;**
46 **educates consumers to make independent and informed utility choices;** furthers economic
47 development; and fosters new technologies and competitive markets in an environmentally sound manner.

48 The Complainant respectfully requests that the Commission compel Metropolitan-Edison to
49 abide by the requirements of Section 1501 and 1502 of the Public Utility Code and Section
50 57.194 of the Commission's regulations to provide and furnish adequate, efficient, safe, and
51 reasonable service to Complainant by allowing to retain a utility meter that does not emit non-ionizing
52 radiation and one that has been proven to provide safe and reliable service without
53 catastrophic failure that could cause bodily harm, injury or death to the occupants of my home.
54

55 Complainant respectfully requests that the Commission grant Complainant's requested relief
56 from the installation of a device the Complainant never requested or agreed to pay for, per § 2807 (f) (2)
57 (i) of Act 129; that is in violation of §1501 of the Public Utility Code; and that violates a number of
58 rights, privileges, and protections and human rights from harm that are afforded to Complainant as a
59 resident of Pennsylvania; and a citizen of the United States, and grant a summary judgment in
60 Complainant's favor, and against the Defendant.

All Rights Reserved



Dated: April 16, 2020

Kim Martin
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