Alan Andrews
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August 7, 2020

VIA EMAIL

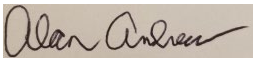
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120
rchiavetta@pa.gov

Re: Alan Andrews v. PPL Electric Utilities Corporation
Docket No. C-2019-3008770

Dear Secretary Chiavetta:

Enclosed for filing are my Exceptions to the Initial Decision in the above-referenced proceeding. I may be able to also E-File this document next week as soon as Verizon restores my internet service.

Sincerely,



Alan Andrews

Enclosures

cc: Elizabeth Barnes, ALJ
ebarnes@pa.gov

Per Certificate of Service

PENNSYLVANIA PUBLIC UTILITY COMMISSIOM

Alan Andrews	**:**	
Complainant	**:**	
v.	**:**	**Docket No. C-2018-3003824**
PPL Electric Utilities Corporation	**:**	
Respondent	**:**	

EXCEPTIONS OF ALAN ANDREWS TO THE INITIAL DECISION OF ALJ ELIZABETH BARNES ISSUED ON APRIL 13, 2020

Exception 1:

Judge Barnes erred when she failed to issue me a briefing schedule. She erred because without a briefing schedule and a chance present my legal arguments. This puts me at an enormous disadvantage. ALJ Barnes is supposed to give pro se complainants more leeway. I had every reason to believe that I would be filing a Brief and a Reply Brief. At the end of my hearing, ALJ Barnes mentioned that she would be writing an Initial Decision and that I could file Exceptions to it. I already knew about that part of the process and had no reason to question it. At no time did ALJ Barnes ask me about Brief filing. At no time did PPL and I agree to NOT file Briefs. Her action serves to dismiss my case without legal process which is a violation of the federal constitution. **This is a violation of the Fourteenth Amendment which states that the state must respect all legal rights that are owed to a person.**

Exception 2:

ALJ Barnes erred in not giving credence to my direct testimony and information provided in my other filings that I could not sleep at my other home which has a smart meter installed. I have been keeping my computer and other equipment there in the interim while it is not currently rented. I can only spend a limited amount of time there since a smart meter was installed at that location. My wife testified that she has heart issues that would be exacerbated by the installation of a smart meter on the home in which we live. Additionally, I have a pet parrot. Birds are especially sensitive to their environment as evidenced by coal miners using canaries as an "early warning system for leaking gases and resultant explosions.

PPL's only offer to accommodate me was to move my meter at my expense which I cannot afford and threatens to terminate my electric supply if I do not allow the installation of a microwave emitting smart meter on my home. This is a violation of the Constitution of

Pennsylvania and the Constitution of the United States: and a violation of 66 PUC code § 1501.

Exception 3:

The ALJ erred in not recognizing that PPL's Implementation Plan, docket no. M-2014-2430781, contains a provision for customers to have to accept a smart meter (i.e., no opt-out) that the customer did not request and who did and does not now live in a new construction home at the time Act 129 became law.

In fact, the PUC has violated its mandate by misconstruing both the legislative intent of Section of PA C.S. § 2807(f)(2) of Act 129 of 2008 and by its Implementation Order of this section as to smart meter deployment of my property. Act 129 of 2008 (the Act), PA C.S. § 2807(f)(2) is not a mandate. The PUC Implementation Order of June 2009 on page 14 states, "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." The PUC arrives at the incorrect conclusion that Act 129 creates a state-wide mandate of smart meters by covered EDCs by misinterpreting unambiguous legislative intent and misinterpreting plain legislative language that leaves no room for misinterpretation. The PUC and EDCs have overridden the plain language meaning of § 2807(f)(2)(iii). The PUC interprets the language of furnishing of smart meters "in accordance with a depreciation schedule not to exceed 15 years" to mean covered EDCs must force smart meters on all customers within 15 years.

In addition, the PUC conflates furnishing smart meters with removal of analog meters, when, in fact, the Act is silent on currently deployed analog meters. In Act 129 of 2008 (the Act), PA C.S. § 2807(f)(2) states: (f)(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 request. (ii) In new building construction. (iii) In accordance with a depreciation schedule not to exceed 15 years. **"Electric distribution companies shall furnish smart meter technology as follows ...in accordance with a depreciation schedule not to exceed 15 years."** Interpreting this as a mandatory roll- out of smart meters within 15 years lacks not only common sense, but also ignores a key term found in the law – "depreciation." Since "depreciation" is an accounting or tax term, it is necessary to consider how applicable authorities define the term "depreciation." Internal Revenue Code 4 (IRC) § 167(a) and Treasury Regulation (Treas. Reg.) §1.167(a)-1(a) define depreciation as an allowance (deduction) for the exhaustion, wear and tear, and obsolescence of property used in a trade or business or property held for the production of income. Treas. Reg. §1.167(a)-1(a) goes on to dictate that depreciation deductions are allocated over an asset's useful life. Black's Law Dictionary 5 mirrors this, defining depreciation as a decrease in the potential of an asset over its lifetime. Various financial accounting authorities have the same or similar definitions, such as the Federal Energy Regulatory Commission (FERC).

Based on the definition of "depreciation" and "useful life" as used in legal and accounting contexts, the plain statutory language of § 2807(f)(2)(iii) must be interpreted as

follows – using terms synonymous with depreciation to aid in interpretation: Electric distribution companies shall furnish smart meter technology as follows ... in accordance with a wear and tear, exhaustion, or obsolescence schedule not to exceed 15 years. In other words, § 2807(f)(2)(iii) establishes the maximum service life of smart meters. This paragraph of the Act makes no reference to a mandatory roll-out of smart meters by all EDCs (regardless of their number of customers, which shall be addressed further below). It does not say nor can it be inferred in any way, that there is a required system-wide deployment of smart meters on a schedule of no longer than 15 years, as stated in the PUC's 2009 Implementation Order. This section of the Act does not refer to replacing AMR meters or analog meters. Rather it plainly spells out that AMI (smart meters) are to have a service period not to exceed 15 years and as confirmed by PPLs Smart Meter Deployment Plan, M-2014-2430781.

The General Assembly had also previously enacted laws including parameters regarding the term "depreciation" as part of the Public Utility Consolidated Statutes.

Section 1703 of Title 66 states: §1703. Depreciation accounts; reports.

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

Every public utility shall carry on its books or records of account, proper and reasonable sums representing the annual depreciation on its property used or useful in the public service, which sums shall be based upon the average estimated life of each of the several units or classes of depreciable property. The commission, by appropriate order, after hearing, shall, except where found to be inappropriate, establish for each class of public utilities, the units of depreciable property, the loss upon the retirement of which shall be charged to the depreciation reserve.

66 Pa.C.S. §1703 (b).

Every public utility shall file with the commission, at such times and in such form as the commission may prescribe, statements setting forth the details supporting its computation of annual depreciation, as recorded on the books or records of accounts of the public utility. If the commission, upon review of such statements, is of the opinion that the amount of annual depreciation so recorded by any public utility is not reasonable and proper, it may, after hearing, require that provision be made for annual depreciation in such sums as may be found by it to be reasonable and proper. In making its findings, the commission shall give consideration to the experience of the public utility, and the predecessors of the public utility in accumulating depreciation reserves, the retirements actually made, and such other factors as may be deemed relevant.

Clearly the General Assembly was familiar with the term "depreciation" when it made a policy decision to specify the "useful life" for depreciation purposes relative to smart meters. That decision is consistent with Section 1703. Section 2807(f)(2) in its entirety as written by the General Assembly means that the only way homeowners would be furnished their first smart meter was to request one and pay for its cost at time of such request, if the homeowner is living in existing construction. In new construction, smart meters "shall be furnished" or provided.

Thereafter, the smart meter that was furnished must be replaced with a new smart meter over a period not to exceed 15 years.

The Commission incorrectly interprets (f)(2)(iii) as a requirement for system-wide smart meter deployment within 15 years with no exceptions. The Commission has substituted "deployment and installation schedule" for "depreciation schedule." Nowhere does any authority define or use the terms "deployment" or "installation" as synonymous with the term "depreciation." Furthermore, Black's Law Dictionary states: "Definition of FURNISH: To supply; provide; provide for use." Section 2807(f)(2) of the Act requires EDC's to FURNISH smart meter technology under three conditions only. It does not require the EDCs to install or deploy smart meter technology everywhere in their territories with no exceptions.

Thus, neither "furnish" nor "depreciation schedule" can be in any legal way construed to mean "install" or "deploy", much less connote "mandatory deployment and installation." 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). https://thelawdictionary.org/furnish/.

Section 2807(f)(6) of the Act states that subsection (f) does not apply to EDCs with 100,000 or fewer customers. This does not mean that customers of all EDCs with 100,001 or more customers must accept 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 fewer customers. All this means is that an EDC with 100,000 or fewer customers does not have to furnish a smart meter upon request from a customer and that a smart meter does not have to be furnished in new construction. It does not mandate smart meters on customers of EDCs with 100,001 or more customers.

Section 2807(g) of Act 129 does include definitions of smart meter technology, including that it shall enable time-of-use rates, HOWEVER, the ONLY section of Act 129 that discusses how this technology "shall be furnished" is section (f). 3.

Discussion of **PN 4526** in the Senate is recorded in the Senate Journal on October 8, 2008, pages 2626-2631, from which the following comments pertinent to smart meters and concerns about customers are taken.

p 2626 Senator **TOMLINSON**. It also contains language in there that we will have smart meters. **It is not mandated**, but it allows for the deployment of smart meters through a depreciation process, through new home construction process, and through the depreciation of 15 years, and for anyone who wants to purchase a smart meter which they feel will help them manage their electric load better. (emphasis added).

p. 2627 Senator **BOSCOLA**. We also made sure that **smart meters would not be mandated for every single ratepayer** (emphasis added). 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.

p. 2629 Senator **FUMO.** In addition, **we did not mandate smart meters**, but we made them **optional** (emphasis added**.** We did say in new construction, where they really are practical, they will be put in. Here is a link: https://www.legis.state.pa.us/WU01/LI/SJ/2008/0/Sj20081008.pdf#page=13).

The PA PUC's Use of the Word "Depreciation" In its Implementation Order of June 2009, on page 12 (where new construction is discussed), the PUC states the following: "As with all equipment, meters have a useful life. EDCs determine how much to invest in meter equipment based on its useful life and have an opportunity to depreciate that investment over the useful life of the meter. In addition, EDCs have an opportunity to recover the cost of the meter from ratepayers." As shown above, the PUC used the terms "useful life" and "depreciation" when discussing meters (including smart meters) and related those terms to the meter's cost over its useful life.

This example taken from the PUC's 2009 Implementation Order illustrates that the PUC appears to know that "depreciation" is, in fact, an accounting term that relates to an expenditure for exhaustion, wear and tear, and obsolescence allocated over an asset's useful life. It also shows that the PUC should know that depreciation does not mean, and has nothing to do with, "mandatory deployment." Rather depreciation is a result of deployment of an asset. After showing an understanding of what depreciation means on page 12, it is unclear how only two pages later in the Implementation Order, on page 14, the PA PUC states "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." The PUC has consistentlyruled that in using the terms "system-wide smart meter deployment", the PUC means that there can be no exception for any homeowner who objects to a smart meter on their property for any reason, including but not limited to adverse medical or health effects. There is simply no basis for this position.

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

The PA PUC's discussion of the recovery of costs in the paragraph above comes from Section 2807(f)(7) of Act 129 of 2008. Section 2807(f)(7) provides that part of the recoverable costs include annual depreciation and capital costs over the life of smart meter technology. In § 2807(f)(7), depreciation is clearly an expense for the exhaustion, wear and tear, and obsolescence of a smart meter.

Based on the PUC's 2009 Implementation Order references to "depreciation" discussed above, the PUC appears to understand the correct meaning and usage of the term. It is not logical that "depreciation" should somehow be defined completely differently by the PUC (and to ascribe legislative intent which was entirely absent from actual wording and legislative discussion just prior to passage of the Act) solely for purposes of Section 2807(f)(2)(iii).

Additional historical clarity can be seen in the words of the PA PUC itself – as recently as December 19, 2019. In its Act 129 Total Resource Cost (TRC) Test for 2021 12, on page 21, the PA PUC discusses effective useful life and stated "While certain technologies may have an expected useful life greater than 15 years, ACT 129 is clear about the 15-year limit, and any adjustment to the cost ledger would circumvent the legislative directive." Here – the PA PUC correlates useful life with cost of a technology – providing additional evidence that the meaning of depreciation is fully understood.

Also of note is the repetitive theme of a 15- year useful life seen in the Act and in the utility's Smart Meter Deployment, including PPL. Book lives were determined based on input from external resources and internal subject matter experts while tax lives were based on IRS guidelines." Like the PUC, PPL also understands that depreciation is inherently a tax and accounting term that stands for an expense tied to the wear and tear of an asset over its useful life. It is also noteworthy that the book lives used by PPL for smart meters and related communication equipment all coincide with § 2807(f)(2)(iii) in that they do not exceed 15 years.

Also noteworthy is that § 2807(f)(7) states that an EDC may recover the reasonable and prudent costs of providing smart meter technology under paragraph (2)(ii) (new building construction) and (iii) (in accordance with a depreciation schedule not to exceed 15 years). The Act itself ties the costs of smart meter technology to a useful life not to exceed 15 years; and PPL has acknowledged that legislative directive.

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, Docket No. M-2013-2341990. This is an abbreviation for capital expenditure. What the above paragraph from the utility's Deployment Plans means that the EDCs proposed to continue depreciating existing meters using the existing meters' regular depreciation schedules over their remaining lives to recover the full costs of those meters through base rates if they were taken out of service prior to the end of their useful life after forced deployment of smart meters resulting from the PUC's erroneous interpretation of the Act.

In other words, the EDCs can continue charging customers for meters that are taken out of service until their full cost is recovered from the customer. But once again, and more importantly, depreciation is an accounting term tied to the cost of an asset and allocation of that cost over the useful life of the asset. In this instance depreciation is discussed for purposes of continuing to charge base rates

The PUC and the utilities appear to understand what depreciation means, and that Act 129 § 2807(f)(2)(iii) imposes a maximum 15-year limit on the service life of smart meters; yet state repeatedly that Act 129 §2807(f)(2)(iii) imposes a mandated deployment of smart meters to all customers of covered EDCs. The PUC and PPL are clearly capable of understanding and using the correct interpretation of the words "depreciation schedule", but not when they are defending their misinterpretation of legislative intent and the PUC's Implementation Order of June 2009.

Opt-Out Legislative Proposals

In the PUC formal complaint administrative process, all ALJ and PUC decisions have been rendered against smart meter complainants stating that the Act does not allow for opt outs. This fact is not contested as stated. The Act does not provide any legislative opt outs, because it was solely an "opt in" statute, which, of course, would not provide any opt outs. 15 It is solely and unequivocally the PUC's misinterpretation of the legislative intent and meaning of the words "in accordance with a depreciation schedule not to exceed 15 years" that turned the Act into a mandatory no opt out smart meter deployment law; otherwise, if the PUC had not changed the legislative intent and meaning of the law, there would never have been a need to create an opt out.

The 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. This is patently false.

The first smart meter Opt-Out bill was proposed in 2012 by State Rep. Mike Reese (House Bills 2186 and 2188 most recently reintroduced as four bills - House Bills 310, 311, 312 and 313). The initial Bills were introduced approximately three years AFTER the PUC's 2009 Implementation Order, and only one year after the PUC started to dismiss all smart meter formal complaints filed by Pennsylvania residents.

The introduction of smart meter opt-out bills, the most recent being Senate Bill number 791, introduced this session, was prompted by urging of constituents who were denied opt outs and accommodations in formal complaint filings in front of the PUC, and not for any other reason. It is noteworthy that the first opt out bill was not introduced until years after the passing of the Act and the PUC's June 2009 Implementation Order, when the EDCs were starting their smart meter roll outs pursuant to the PUC's implementation orders, but not before then. Timing is key here and speaks volumes.

If the PUC's Implementation Order does not have the full force and effect of law, then why would a law (that has been completely misinterpreted by PUC) need to be re-written? Why would a higher court need to make a ruling? The answer is that neither needs to take place. The PUC itself states that its Implementation Order is a policy not having the full force and effect of law, Docket No. M-2009-2123950, yet it refuses to re-address its erroneous policy in the face of overwhelming evidence (well beyond a preponderance of the evidence) that it has misinterpreted

the plain language of the Act, the legislative intent of the Act and the constitutionality of its Implementation Order.

The PUC can change its erroneous and illegal policy; and does not need an appellate court or the PA state legislature to do so. Associated Costs of Smart Meters and Related Equipment Section 2807(f)(7) says "an electric distribution company may recover reasonable and prudent costs of providing smart meter technology under paragraph (2)(ii) and (iii), as determined by the commission. This paragraph includes "annual depreciation and capital costs over the life of the smart meter technology and the cost of any system upgrades that the electric distribution company may require to enable the use of smart meter technology....." Yet again – the General Assembly correctly applies the term "depreciation" in the context of the Act. Depreciation is clearly a cost allocated to the life of a smart meter.

Depreciation means the same thing here as it does in Section 2807(f)(2)(iii). Depreciation means depreciation, not deployment. Additionally, Section 2807(f)(7) does not require that smart meters must be furnished to every customer without exception in order for EDCs to allocate the cost of new systems enabling the use of smart meters. Section 2807(f)(7) makes no such inference, directly or indirectly.

Time of Use Rates

EDCs and the PUC have also argued that because time of use rates are a requirement under the Act, there must also be mandatory system-wide deployment of smart meters with no exceptions. Clearly – that is not the case because EDCs with 100,000 or fewer customers do not need to participate in the smart grid, and customers served by those EDCs may not force their EDC to offer them smart meters or time of use rates, either. But more importantly, EDCs with 100,001 or more customers may still have customers who request a smart meter and agree to pay for it, and those EDCs will still be furnishing smart meters in new construction.

Therefore, time of use rates are being implemented in accordance with the Act 129 to those who request them, and in new construction. Time of use rates, however, do not somehow turn 2807(f)(2)(iii) into a mandatory smart meter deployment for all customers of EDCs with 100,001 or more customers. The language of the law does not support it. Once again, 2807(f)(2)(iii) only means that smart meter technology has a useful life not to exceed 15 years. At least every 15 years, smart meters which have already been deployed must be replaced because the Act requires it, and the PUC and PPL know this. Specifically, this is referring to 2807(f)(2)(ii) and (iii).

PA PUC'S ABILITY TO CHANGE ITS IMPLEMENTATION ORDER

In the PA PUC's Public Meeting held April 15, 2010 18 (the joint petition of the EDCs), the discussion on page 9 states the following: "In Commission proceedings, the proponent of a rule or order bears the burden of proof. 66 Pa. C.S. § 332(a). To satisfy that burden, the proponent of a rule or order must prove each element of its case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PU*C, 578 A.2d 600 (Pa. Comwlth. 1990). A preponderance of the evidence is established by presenting evidence that is more convincing, by

even the smallest amount, than that presented by the other parties to the case. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, the Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980)."

In this same document (Docket No. M-2009-2123950), as mentioned above, in discussing the deployment process of smart meters and related timeframes on page 10, it states that the PUC Administrative Law Judge (ALJ) "found that the Implementation Order is not a regulation and does not have the full force and effect of law. Instead, it acts as a policy to provide guidelines to EDCs regarding the Commission's expectations about smart meter plans."

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

Conclusion

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. Docket No. M-2009-2123950.

Thus, there is 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 PPL, 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 socket of my home 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.

Exception 4:

ALJ Barnes erred in accepting D. Davis as an expert in Biophysics as he has no degree in the subject matter. Dr. Davis is an Electrical Engineer and a Physicist. As such, Dr. Davis does not understand how the complex biological systems of the body—the brain, circulation, immune system, and others work synergistically and that even one change to the environment, such as exposure to RF/Microwaves, can result in a cascade of adverse health effects, especially for an individual who is sensitive to them. Dr. Davis, as a physicist, also is only concerned with heating effects of RF/Microwaves as they strike the skin of a living being and no further.

ALJ Barnes erred in weighing Dr. Davis testimony which was not credible and should be thrown out, as he lied when asked how many decades he has been testifying on the side of industry for the D.C Law firm of Watson and Renner. His reply was "two years". This is a lie, as Dr. Davis has been testifying for Watson and Renner for several decades, and in particular, for PECO Energy Company in the its smart meter complaint hearings beginning in 2015, See for example, *Kreider v, PECO Energy Company*, C-2015-2469655; *Murphy v. PECO Energy Company*, C-2015-2475726; *Povacz v. PECO Energy Company, C*-.2015-2475023. Further Dr. Davis and Dr. Israel both testified for the law firm of Watson and Renner in the $800 million brain cancer lawsuit of Dr. Christopher Newman against Motorola, and several other wireless carriers in 2001.

Further, Dr. Davis' calculations are time averaged to obfuscate the actual times and force of the emissions smart meters. In a mesh system, smart meters can send out high emissions thousands of times per day. PPL has previously stated that its smart meter's average transmissions are about 1268 in a 24-hour period, but could be as high as 26,000 transmissions daily. The total number of seconds the smart meter sends out an RFR emission in a 24-hour period is irrelevant. The harm is in the number of high level of the RFR emission and the number of times per day.

Dr. Davis relies on the FCC guidelines for exposure safety. These guidelines were in adopted in 1996. Dr. Davis erred when he mis-characterized these guidelines as standards. These thermal guidelines were developed for a 200-lb man for 30 minutes and 6 minutes of exposure. Exposure of women, children or any other life forms were not taken into consideration.

Exception 5:

ALJ Barnes erred in weighing the testimony of Dr. Israel as relevant as he has never treated a patient with sensitivity to RF/Microwaves and has never even seen me or my wife or any other complainant before our hearings. Dr. Israel is a pediatrician with a side in Oncology. In addition, Dr. Israel relies on psychological studies, such as those done by Rubin and Heitmann, to opine that adverse health effects as reported by sufferers of sensitivity to RF/Microwaves in a mental disorder, despite the thousands of studies to the contrary beginning in the 1930's with the discovery of radar when the radar operators became sick with what was called "radio wave sickness."

Further, in her Initial Decision, ALJ Barnes refers to three studies on page 12, third paragraph that were not a part of Dr. Israel's testimony, written or otherwise.

Dr. Israel chose studies to support his testimony that RFR does not cause adverse health effects in animals. Regarding my pet parrot, rats are chosen because they are remarkably similar to humans. According to Koshland Science Museum, rats share a staggering 90% of genes with humans. In no way do rats compare to the sensitive physiology of birds which are not used in research for human health effects.

However, the Ramazzini Institute study results (I submitted as an exhibit) replicates the heart tumor result from the National Toxicology Program (NTP) study of cell phone radiation on rats.

Dr. Israel cherry picks his studies to show that there is no "consensus" or "reliable" studies that show adverse health effects. However, this does not mean there are none, rather the opposite. The industry funded/friendly scientific researchers, and those who report the related studies, must "qualify" the results with such terms as if to try to convince people that there are zero adverse health effects.

Dr. Israel compares a number of public health "authorities" as similar to the conclusions of the W.H.O./IARC who (reluctantly) classified radiofrequency electromagnetic fields as **possibly carcinogenic to humans (Group 2B)** published in 2011.

There are literally hundreds if not thousands of peer-reviewed studies by independent scientists that do show harm. Both the PUC and the utilities are guilty of willful blindness that puts Pennsylvanians at risk from forced installations of smart meters. Smart meters operate continuously and their operation is not at the discretion of the homeowner/residents unlike other RF/MW devices. https://www.iarc.fr/wp-content/uploads/2018/07/pr208_E.pdf

The state health agencies Dr. Israel refers to (Maine Massachusetts, North Carolina, Arizona, Vermont Michigan and Texas) are states who have opt-outs and/or no mandates from smart meter deployments. In fact, 38 states do not require smart meters.

Dr. Israel opinion of the Lamech study I submitted as an exhibit was unreliable as for causation of any symptom or condition and yet it is a peer reviewed and published in the ALTERNATIVE THERAPIES, NOV/DEC 2014 VOL. 20, 6 Lamech—Symptoms From Radiofrequency Exposure in Victoria, Australia

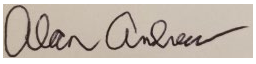
Exception 6:

ALJ Barnes erred when she stated that the PUC decides cases on an individual basis and the specific allegations presented. No one since smart meter complaints have gone to hearings since 2015 has ever won an accommodation from the deployment of a smart meter on their property. Except for Duquesne, the other utilities have used the same two expert witnesses, Davis and Israel with either Ton Watson or Curtis Renner (D.C. Law Firm, although Renner finally got a license in PA) handling these same two experts; and the same ALJs with few exceptions have been assigned to hear all the smart meter complaints cases for the same utility.

CONCLUSION

The General Assembly's enactment of Section 2807(f)(2) contains clear and unambiguous language. The General Assembly made a policy decision to allow the installation of smart meters when the customer consented, requested, or agreed to the installation. I have done none of these. Contrary to the PUC's interpretation, the Senate floor remarks unambiguously corroborate the legislature's intentional refusal to mandate smart meters for every ratepayer. The PUC disregarded the clear language of the statute and essentially amended the legislative enactment.

For the reasons set forth above, Complainant Alan Andrews respectfully requests that the Commission grant these Exceptions and issue a Final Order that rejects the ALJ's Interim Decision of April 12, 2020, and orders PPL to grant Complainant's request for an accommodation under Section 1501 by using some means other than an RFR-emitting smart meter installed on his property to collect data about electric usage for billing purposes. Specifically, a meter of his choice.



Alan Andrews

Dated: August 7, 2020

PENNSYLVANIA PUBLIC UTILITY COMMISSIOM

Alan Andrews	**:**	
Complainant	**:**	
v.	**:**	**Docket No. C-2019-3008770**
PPL Electric Utilities Corporation	**:**	
Respondent	**:**	

Certificate of Service

I, Alan Andrews, hereby certify that I have this day sent a true copy of my Exceptions to the Initial Decision in the manner indicated below.

VIA E-Mail

Secretary Chiavetta

Pennsylvania Public Utility Commission

Commonwealth Keystone Building
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PA 17101-1601

Harrisburg, PA 17120
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VIA EMAIL:

Office of the OSA
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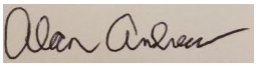
Date: August 7, 2020



Alan Andrews