

September 11, 2020

**VIA ELECTRONIC FILING**

Administrative Law Judge Jeffrey A. Watson  
Office of Administrative Law Judge

Pennsylvania Public Utility Commission  
Piatt Place, Suite 220  
301 Fifth Avenue  
Pittsburgh, PA 15222

Re: Miranda Grace Edwards v. Duquesne Light Company  
Docket No. C-2018-3002741

Dear Judge Watson:

Attached please find my **Response to Duquesne Light Company's Post-Hearing Brief and Proposed Findings of Fact, Conclusions of Law, and Order**. I filed a copy of this document with the Pennsylvania Public Utility Commission ("PUC") today. I also emailed a copy today to your law clerk at [dpallas@pa.gov](mailto:dpallas@pa.gov) as required by the Interim Order dated July 8, 2020. I also emailed a copy of this document to Mr. Miller.

Sincerely,

/s/

M. Grace Edwards

Complainant

msea.mdew@gmail.com

Attachment

Cc: Shane Miller, Esquire, Counsel for Duquesne Light Company ("DLC") (via email) (with attachment)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**MIRANDA GRACE EDWARDS** :

**Complainant** :

**v.** :

**Docket No. C-2018-3002741**

:

**DUQUESNE LIGHT COMPANY** :

**Respondent** :

**RESPONSE TO DUQUESNE LIGHT  
COMPANY'S POST-HEARING BRIEF AND  
PROPOSED FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND ORDER**

Filed on behalf of Complainant

Miranda Grace Edwards, *Pro Se*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIRANDA GRACE EDWARDS,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No. C-2018-3002741

**Complainant's Response to  
POST-HEARING BRIEF AND PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW,  
AND ORDER**

TO THE PUBLIC UTILITY COMMISSION:

I have read the Post-Hearing Brief of the Respondent's Counsel, Paul Shane Miller, in its entirety and have the following responses:

**I. INTRODUCTION**

DLC Counsel's statement: The Presiding ALJ should dismiss the Formal Complaint in its entirety. The Commission has repeatedly ruled that Act 129's smart meter mandate lacks an opt-out.

Complainant's response:

Time and time again in the PUC formal complaint administrative process, ALJ and PUC decisions have been rendered against smart meter complainants and the decisions state 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.<sup>1</sup> 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 Act does allow small volume EDCs to not furnish smart meters to its customers if that EDC services 100,000 or fewer customers. That is, if a customer is served by a small volume EDC, that

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<sup>1</sup> 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.

EDC does not have to furnish a smart meter to a customer upon the customer's request for a smart meter or in new construction.

The PUC, DLC, and other utilities have either stated or insinuated that the existence of various smart meter opt-out bills proposed by the PA state legislature proves that the legislative intent of the Act was mandatory systemwide deployment.

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. Timing of the first smart meter opt-out proposal in 2012 establishes the fact that opt-out proposals were a response to the PUC's flawed Implementation Order and the PUC's refusal to change its flawed interpretation of the Act, and not because of any wording or plain language in the Act itself.

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

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

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

*PECO Energy*, Docket No. C-2012-2336225 (Final Order entered December 31, 2013); *Maria Povacz v. PECO Energy*, Docket No. C-2012-2317176 (Order entered September 28, 2012).

“Moreover, the Commission has ruled consistently on the right to opt out issue with respect to other EDCs. *Gloria Corbett v. Pennsylvania Power Company*, Docket No. C-2011-2219898 (Final Order entered, May 27, 2011); *Richard Negley v. Metropolitan Edison Company*, Docket No. C-2010-2205305 (Final Order entered, March 3, 2011); *Richard Secrest v. West Penn Power Company*, Docket No. C-2013-2356667 (Final Order entered, Jun. 11, 2013); *Corbett v. Pennsylvania Power Company*, Docket No. C-2011- 2219898 (Order entered May 27, 2011); *Jones v. Metropolitan Edison Company*, Docket No. C-2011- 2224380 (Order entered June 28, 2011); *Griffin v. Metropolitan Edison Company*, Docket No. C-2012-2300172 (Order entered July 31, 2012); *Brake v. West Penn Power Company*, Docket No. C-2013- 2367308 (Order entered November 14, 2013); *Drake v. Pennsylvania Electric Company*, Docket No. C- 2014-2413771 (Order entered June 12, 2014); *Efaw v West Penn Power Company*, Docket No. C-2014-2413744 (Order entered June 12, 2014); *Sean Loughry v. PPL Electric Utilities Corp.*, Docket No. C- 2014-2445932 (Order entered March 2, 2015).” *Krieder v PECO op cit*, PECO Energy's September 18, 2015 Petition for Reconsideration of the Commission's September 3, 2015 Order fn 4.

Legislators clearly remarked as to the non-mandatory intent of PN 4526, and any subsequent effort by anyone to reach out to the PUC to remark about such intent fell on deaf ears as evidenced by complaint after complaint. As shown by a letter written by PUC counsel dated March 20, 2018, related to docket number C-2018-3000222, the PUC has taken the posture that the only way it would change its implementation order was if there was a ruling from a higher court or the Act was amended. At the same time, In the PA PUC's Public Meeting held April 15, 2010, 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.”

That statement contradicts the need for a ruling from a higher court or an amendment to the Act for the PUC to change its Implementation Order. If its 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, 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 own erroneous and illegal policy; and does not need an appellate court or the PA state legislature to do so.

DLC Counsel's statement: And Complainant provided no evidence at the hearing to support her claims, while Duquesne Light presented overwhelming evidence refuting her allegations. For example, Complainant offered no medical records or testimony to support her claim that radiofrequency (“RF”) emitted from the Company's smart meters will damage her health.

### Complainant's response:

Complainant, acting *pro se*, attempted to submit evidence demonstrating risks associated with smart meters at an 11-hour hearing on February 27, 2020, pursuant to the Order of ALJ Jeffrey A. Watson. The PUC need not resolve the scientific disagreement between the parties to resolve this case. The evidence at the very least shows potential harm to Complainant and other ratepayers from RF exposure such as that emitted from smart meters. ALJ Watson prevented all such evidence from being submitted by Complainant during the lengthy hearing, which continued until 11 p.m. ALJ Watson insisted on continuing the hearing without a dinner break; as a result, DLC's eight industry-paid witnesses were able to stagger their testimony throughout the day but Complainant had to remain present for more than 11 hours.

Throughout the hearing, ALJ Watson refused the introduction of ANY evidence contrary to the DLC position that smart meters are safe—even factual, easily verifiable information about opt-out provisions in other states and studies written by and backed by established scientists researching potential biological harm.

ALJ Watson routinely made rude and sarcastic comments to Complainant and shouted at her on multiple occasions. When Complainant pointed this out, ALJ Watson said that he's "very soft-spoken" and just wanted to make sure he was being heard. After that exchange, he was careful not to raise his voice but continued to exhibit a disrespectful attitude toward Complainant. He frequently noted the time of day and duration of the hearing after Complainant stumbled, paused, or finished questioning a witness. When Complainant fell silent for too long he would say, "Take your time." Complainant was sitting in her kitchen throughout the hearing, trying to take notes while participating in the proceedings and surrounded by stacks of DLC's paper exhibits that took time to sort through.

At around 4:30 p.m., when Complainant started asking if the court would consider finishing the hearing on another day, ALJ Watson said, "Let's just do the highest priority witnesses and then we'll revisit it." He subsequently decided to keep pushing through to the end without giving Complainant the chance to express an objection. ALJ Watson said that the DLC witnesses' schedules had to be accommodated and some of them had been sitting there all day. But they didn't have to be present for the entire hearing, while Complainant did.

By contrast, ALJ Watson complimented DLC counsel on their huge stacks of exhibits. The lawyer chuckled and apologized at ALJ Watson's comment. ALJ Watson replied, "I meant that in a good way, heh heh."

Complainant had to ask ALJ Watson directly to receive any information about obtaining a transcript. He said to contact his office to obtain one. This did not sound like a normal procedure to the admittedly inexperienced *pro se* Complainant, who was led to wonder whether ALJ Watson had a chance to "edit" the transcript before anyone else saw it. But without paying \$1,400, Complainant will never know.

ALJ Watson's conduct does not negate the existence of the evidence Complainant presented.

DLC Counsel's statement: Conversely, Duquesne Light proved through expert testimony that the amount of RF emitted from its smart meters is far below all relevant health standards (including those set by the Federal Communications Commission) and that its smart meters emit much less RF than many natural and man-made sources that Complainant is already exposed to, including the Earth and other human beings.

Complainant's response:

On the contrary, the type of high-intensity, pulsed radiation from digital meters is unique to modern wireless technology, and a substantial increase on top of an already RF/EMF-saturated environment. It is substantially different from natural sources of electromagnetic radiation (EMR) with which human beings have evolved over millennia.

*"All types of man-made EMFs/EMR—in contrast to natural EMFs/EMR—are polarized. Polarized EMFs/EMR can have increased biological activity, due to: 1) Ability to produce constructive interference effects and amplify their intensities at many locations. 2) Ability to force all charged/polar molecules and especially free ions within and around all living cells to oscillate on parallel planes and in phase with the applied polarized field. Such ionic forced-oscillations exert additive electrostatic forces on the sensors of cell membrane electro-sensitive ion channels, resulting in their irregular gating and consequent disruption of the cell's electrochemical balance."* **Polarization: A Key Difference between Man-made and Natural Electromagnetic Fields, in regard to Biological Activity**

Dimitris J. Panagopoulos, Olle Johansson & George L. Carlo

<https://www.nature.com/articles/srep14914>

In addition, there is a difference between guidelines, and standards arrived at after extensive study and testing. As Dr. De-Kun Li, MD, PhD, MPH, testified to the FCC on potential smart meter harm: *Currently there are no national or international "standards" for safety levels of radiofrequency (a range of 3 kHz to 300 GHz) devices. What FCC is currently using are "guidelines" which have much lower certainty than a "standard."*

<https://ecfsapi.fcc.gov/file/7022311506.pdf>

Furthermore, there is a growing body of evidence from independent researchers around the world showing biological harm from over exposure to high-frequency, pulsed EMF. Even a cursory online search brings up thousands of studies and metastudies showing non-thermal biological harm from non-ionizing radiation. Governments around the world are beginning to take action to protect their citizens from this exposure. An extensive list of actions can be found on the FCC website:

<https://ecfsapi.fcc.gov/file/10607967426295/International-Policy-Precautionary-Actions-on-Wireless-Radiation.pdf>

Finally, DLC Counsel's statement ignores another key difference between RF emitted by "many natural and man-made sources that Complainant is already exposed to, including the Earth and other human beings" and RF from DLC/Itron's smart meters: In almost every instance of the former, Complainant's exposure falls clearly within or outside the bounds of Complainant's control. In the

latter, DLC seeks to *add* a known source of RF exposure to Complainant's home not only without Complainant's consent, but against her wishes.

DLC Counsel's statement: Complainant also asserted that the Company's smart meters create a fire hazard, but she identified no specific design or construction flaw in the smart meter. She also could not cite a single instance where Duquesne Light's smart meter caused a fire. In contrast, Duquesne Light proved that its smart meters passed exhaustive safety and flammability testing. They also comply with safety standards set by the Underwriters Laboratory ("UL") and the American National Standards Institute ("ANSI"). In addition, Duquesne Light has already installed about 620,000 smart meters throughout its service territory. None have caused a fire.

Complainant's response:

It is unreasonable to expect Complainant, who is acting *pro se* and by DLC Counsel's own admission "did not claim to be an expert witness on any subject" to "investigate" fires and identify instances where DLC's smart meter caused a fire when DLC objected to discovery questions asking for information about just such fires in their service territory. Furthermore, utility companies are known for removing smart meters before fire fighters arrive at the scene of a fire so many potential instances would be unlikely to appear in the public record.

Furthermore, UL 2735 was created in 2014 specifically for utility meters in response to concerns about many documented instances of smart meters catching fire. (<https://www.metlabs.com/meters/new-ul-2735-electric-utility-meter-standard-ensures-safety-and-performance/>) The certification is voluntary, and the public is not privy to the standards within this certification. Anyone who wants to read the standard must pay \$402.00-\$998.00 to view it.

(<https://standardscatalog.ul.com/ProductDetail.aspx?productId=UL2735>)

DLC Counsel's statement: Finally, the Presiding ALJ should reject Complainant's claim that smart meters violate her right to privacy by monitoring "what appliances [she is] using and when.

Tr. At 153. That claim is simply not true. Duquesne Light's smart meters only collect aggregate consumption data, not information about individual appliance use. Furthermore, the Company protects customer information through numerous cybersecurity measures, such as data encryption, redundant firewalls, and network segmentation. Complainant identified no specific flaw or breach in Duquesne Light's cybersecurity network.

Complainant's response:

It is unreasonable to expect Complainant, who is acting *pro se* and by DLC Counsel's own admission "did not claim to be an expert witness on any subject" to "identify a specific flaw or breach in Duquesne Light's cybersecurity network" when DLC objected to discovery questions asking for information about such flaws and breaches.

DLC Counsel's statement: In sum, other than Complainant's personal opinions (which were simply misinformed), she presented no evidence to support her allegations. Pennsylvania law, the Commission's Implementation Order, and the Company's Smart Meter Plan and Tariff all require Duquesne Light to install a smart meter at her home.

Complainant's response:

DLC's statement that Complainant presented only "personal opinions" is disingenuous at best, considering that ALJ Watson prevented Complainant Exhibits B-I from being entered as evidence at the hearing. Exhibit A was the shutoff notice from DLC, the existence and intent of which both parties accept as fact. The sources of information in Complainant Exhibits B-I are government agencies and respected professionals in their fields. In cases where no individual is named as the source, the information itself—for example, which U.S. states have smart meter opt-out provisions—is easily verifiable. Presenting evidence that was rejected by ALJ Watson does not equate to presenting no evidence.

DLC Counsel references laws authored by PUC and DLC that "require" DLC to force Complainant to accept a smart meter at her home or lose electricity service. Complainant is not disputing that the laws exist, but is challenging their validity based on the PUC's clear misinterpretation of Act 129—from which they derive their stated power. DLC's reference to their own Tariff makes an argument equivalent to "because I say so."

Throughout Complainant's formal complaint process, Complainant has argued that the PUC's interpretation of Act 129 of 2008 electricity savings law (66 PA.C.S.—Omnibus Amendments Act of Oct. 15, 2008, P.L. 1592, No. 129, §2807(f)(2) ("Act 129")) and forcing installation of "smart meters" on customers who have not agreed to, consented to, or requested the installation contravenes the clear and unambiguous language of Section 2807 (f)(2) of Act 129. **The PUC's interpretation of Act 129 violates the *Statutory Construction Act of 1972, 1 Pa.C.S. §§1501-1991***, well-settled case law regarding the interpretation of statutes, and tramples the Article I constitutional rights of customers who resist the installation of such meters.

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. Regarding the question of whether a customer can "opt out" of the smart meter plan, Act 129 clearly states that a customer must "request" or "consent" to participation in the smart meter program. 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, in their Implementation Order, disregarded the clear language of the statute and essentially amended the legislative enactment.

It cannot be denied that Complainant never requested a smart meter or consented to participation in the smart meter program.

DLC Counsel's statement: Accordingly, **Duquesne Light requests** that the Formal Complaint be dismissed in its entirety **and that the Presiding ALJ enter an order stating that the Company can**

**terminate Complainant's service if she continues to interfere with the meter exchange.**

(emphasis added)

Complainant's response:

DLC Counsel does not dispute, and even states plainly here, that DLC seeks to terminate Complainant's electricity service if Complainant does not allow DLC to install a smart meter at her home (the "Service Address").

Complainant's account is in good standing and the bill is always paid on time. The only reason DLC seeks to shut off Complainant's electricity service that Complainant will not consent to the installation of an activity-monitoring device that also carries a risk of fire and potential health effects.

Complainant requires uninterrupted (to the extent physically possible) electricity service to her residence, as do all ratepayers. Electricity is a basic utility that is essential for a decent quality of life in today's world. This fact is not disputed by DLC or PUC. The Public Utility Code and the Commission's regulations require that regulated utilities such as DLC "furnish and maintain adequate, efficient, safe, and reasonable service and facilities." (66 Pa. C.S. § 1501; 52 Pa. Code § 57.194) Losing electricity service would essentially make it impossible for Complainant to live in her own home. Going off-grid is an expensive process, and generators are difficult to find because of the COVID-19 pandemic. Again, DLC and PUC do not dispute the fact that losing electricity would cause Complainant major, life-altering harm. Yet DLC explicitly seeks to force Complainant to accept their smart meter under the threat of DLC causing such harm.

## **II. THE EVIDENCE ESTABLISHED AT THE HEARING**

DLC Counsel's statement: Act 129 of 2008 ("Act 129") requires electric distribution companies with more than 100,000 customers to adopt smart meter deployment plans and to install smart meters throughout their service territories within 15 years of the Commission order.

Complainant's response:

Section 2807(f)(2)(iii) of Act 129 only deals with furnishing smart meters that have exceeded their useful life (not to exceed 15 years). It does not require Complainant or anyone else similarly situated to have a smart meter.

Taken *in toto*, Act 129 § 2807(f)(2)(iii), as per the definition of depreciation based on the authorities discussed in Complainant's post-hearing brief, as used repeatedly in the PA Public Utilities Code, and mirrored by the PUC's Implementation Order, sets a cap on the service period of smart meters, dictating their service life does not exceed 15 years. 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, 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 DLC, have no legal basis on which to force smart meters on all of their customers.

Complainant is NOT requesting, nor has she ever requested, a smart meter. She does not live in new building construction—and therefore is not required to have a smart meter under any legal interpretation of Act 129. The reason she does not have one is because she did not request one, and does not live in new building construction. She does not want a smart meter and there is no reason under the law that she must accept one on the electric socket of her home as a condition of receiving electricity from her EDC at the Service Address.

DLC Counsel's statement: Duquesne Light's Smart Meter Plan identifies Itron, Inc. as the Company's smart meter vendor and network provider.

Complainant's response:

Itron, Inc. is demonstrably in the process of perfecting load disaggregation:

<https://blogs.itron.com/real-time-load-disaggregation/>

<https://www.itron.com/-/media/feature/products/documents/brochure/load-disaggregation.pdf>

<https://www.nasdaq.com/press-release/itron-and-bidgely-bring-combined-distributed-intelligence-and-next-gen-enterprise>

This undermines DLC's assertions that they only collect aggregate data with their smart meters. Those assertions may be true today, but DLC chose a smart meter vendor and network provider that is actively working on its own and with other companies to collect "highly granular data" "without additional hardware."

DLC Counsel's statement: Duquesne Light's Commission-approved Tariff states that smart meters conforming to Company standards must be installed at each metered service premises pursuant to Act 129 and the Company's Smart Meter Plan. DLC Ex. D-2. Customers cannot refuse the installation of a smart meter for any reason. Id. If a customer does not want a smart meter, their sole remedy is to request that the smart meter be placed at a different location on their property, subject to Tariff Rule 9B's cost-allocation provisions. Id.; Tr. At 418.

If a customer prevents Duquesne Light from accessing its equipment, the Company can terminate their service. 66 Pa. C.S.A. § 1406(a) ("A public utility may notify a customer and terminate service provided to a customer ... for ... failure to permit access to meters, service connections or other property of the public utility for the purpose of replacement, maintenance, repair or meter reading."); 52 Pa. Code § 56.81 (same); Duquesne Light Company's Tariff Rule 33 ("The company may terminate electric service...in case meter readers or other authorized representatives of the Company cannot gain admittance or are refused admittance to the premises for the purposes of reading Company meters, inspection and repairs, removal of Company property, responding to an emergency, restoring electric service, rendering the electric

facilities safe and reliable, or for any other purpose incident to the service or in case the customer interferes with Company representatives in the performance of their duties.”)

Complainant's response:

Complainant has never blocked DLC access to her electricity meter. She has personally witnessed DLC employees manually reading her Current Meter on multiple occasions. DLC is deliberately conflating “provide access to” with “install a smart meter on Complainant’s house against Complainant’s will.”

DLC Counsel's statement: Duquesne Light’s use of RF to transmit meter data is also nothing new for Complainant. When the Company’s AMR fixed network was operational, the Current Meter transmitted information via RF. Tr at 417. Complainant raised no concerns about the Current Meter’s reliance on RF transmission, nor has she attempted to distinguish the RF from the Current Meter from the smart meter.

Complainant's response:

Complainant does not want the AMR meter, either. The Current Meter had been installed long before Complainant moved into the Service Address, so Complainant would have had no way to contest the installation before it happened. Concerns about the Current Meter are outside the scope of this formal complaint.

DLC Counsel's statement: Duquesne Light does *not* collect consumption data on a granular, appliance-by-appliance basis, nor does the Company send any personally-identifiable information in messages transmitted through its mesh network. In addition to consumption data, the LAN radio communicates other information that Duquesne Light uses to provide safe and reliable service to its customers, including 60-minute interval data voltage information, “on-demand” reads, tamper events, outages, and other system events that notify the Company of problems relating to the meter. Tr. At 179-80, 409-10, 416.

Complainant's response:

As stated in a previous response, Itron, Inc. is excitedly pursuing load disaggregation:

<https://blogs.itron.com/real-time-load-disaggregation/>

<https://www.itron.com/-/media/feature/products/documents/brochure/load-disaggregation.pdf>

<https://www.nasdaq.com/press-release/itron-and-bidgely-bring-combined-distributed-intelligence-and-next-gen-enterprise>

This undermines DLC’s claim that they do “*not* collect consumption data on a granular, appliance-by-appliance basis.” DLC chose a smart meter vendor and network provider that is actively working on its own and with other companies to collect “highly granular data” “without additional hardware.”

The scope of information collected can be expanded at any time and because there is no need for “additional hardware” to be installed at customers’ homes, the customers have no way of knowing when additional information is collected.

DLC Counsel’s statement: The Zigbee radio is *not* automatically paired with any devices inside the customer’s home when Duquesne Light installs a smart meter at a residence. Tr. At 407.<sup>6</sup> **It only pairs with a device if the customer requests it from Duquesne Light. Tr. At 177, 407-08.**

<sup>6</sup> In that situation, **Duquesne Light can remotely send information over the mesh network to the smart meter so that it will pair with the customer’s in-home device.** Tr. At 203-04. (emphasis added)

Complainant’s response:

The statements here by DLC Counsel show that DLC does have the capability to “remotely send information over the mesh network to the smart meter so that it will pair” with a customer’s “in-home device.” DLC is asking Complainant to take DLC at its word that it will not remotely send this information without her request or consent. Yet DLC wants to install a smart meter at Complainant’s home without her request or consent—and is more than willing to cause Complainant harm by terminating her electricity service if she continues to withhold consent.

DLC Counsel’s statement: Notably, robust scientific and medical evidence does not establish that RF exposure below accepted guidelines causes any adverse health effects. Tr. at 364-65.

Complainant’s response:

As stated in an earlier response, there is a growing body of evidence from independent researchers around the world showing biological harm from over exposure to high-frequency, pulsed EMF. Even a cursory online search brings up thousands of studies and metastudies showing non-thermal biological harm from non-ionizing radiation. Governments around the world are beginning to take action to protect their citizens from this exposure. An extensive list of actions can be found on the FCC website: <https://ecfsapi.fcc.gov/file/10607967426295/International-Policy-Precautionary-Actions-on-Wireless-Radiation.pdf>

DLC Counsel’s statement: Since Complainant’s health claims revolve around her concerns about RF exposure, it is important to assess the amount of RF exposure she can be expected to receive from Duquesne Light’s smart meter at the Service Address. Complainant made no effort to do this, but Duquesne Light did.

As explained in more detail, in light of the short period of time per day that the meter transmits by RF, the low power of its radios, and distance and barriers that will ordinarily be between Complainant and the smart meter, the RF from a Duquesne Light smart meter will be a negligible contribution to her existing RF exposure. Dr. Mezei concluded that she would not suffer any adverse health effects as a result of being exposed to RF from a smart meter. Tr. at 365-66.

Complainant's response:

DLC's insulting characterization of Complainant's "effort" level ignores the fact that DLC seeks to *add* a known source of RF exposure to Complainant's home not only without Complainant's consent, but against her wishes. Whereas other sources of Complainant's exposure fall clearly within or outside the bounds of Complainant's control, DLC seeks to *force* Complainant to accept a source of RF exposure from their smart meter or face loss of electricity service in her home—which would render her home essentially uninhabitable. She would also lose her job because as a result of the COVID-19 pandemic, Complainant currently works from home per the order of Governor Wolf.

Furthermore, the figures for RF exposure given by utilities are time-averaged numbers that hide the smart meter's sharp spikes and disguise the fairly continuous nature of the pulses—every four to five seconds. The sharp RF spike pattern does not resemble cell phones or Wi-Fi. Both cell phones and Wi-Fi can be strong RF emitters, but people can choose to change how they use these. Growing public awareness of RF exposure has led some to choose a wired internet connection or use a wired phone at home. However, most people are not offered a wired smart meter, and once it's installed the resident can't turn it off or move it. Exposure to this source of RF is outside a resident's control, as is the rate and intensity of the RF radiation.

DLC Counsel's statement: In addition, in accordance with the principle of attenuation, a person's RF exposure rapidly decreases as the distance from the smart meter increases. Tr. at 320. ... For example, a person standing 10 yards from a smart meter receives about 100 times less RF exposure than someone standing one yard away. Tr. at 320-21. ... Dr. Cotts determined that a person standing inside the Service Address and 10 feet from the smart meter would be exposed to just **0.000007%** of the FCC's limit, assuming that the LAN radio was transmitting at an average duty cycle. Tr. at 338; DLC Ex. H-6. A person 10 feet away from a smart meter outside the home would be exposed to just **0.0000090%** of the FCC's limit (again assuming an average duty cycle). Tr. at 338; DLC Ex. H-6.

Complainant's response:

Complainant's property is quite small, and Complainant is seldom more than 10 feet away from the smart meter while inside her house. In addition, the FCC limits do not protect from the non-thermal, non-ionizing biological effects, which have been demonstrated at significantly less power density than what the FCC mandates.

DLC Counsel's statement: In addition to Complainant's health concerns, she also alleged that smart meters have "an increased risk of fires." Tr. at 72, 150. The extent of Complainant's knowledge about this issue comes from "media reports" and "material online." Tr. at 150, 152. She never personally investigated any fires allegedly caused by a smart meter. Id. She also could not point to a single instance in which Duquesne Light's smart meter caused a fire. Id. In fact, Duquesne Light has installed roughly 620,000 smart meters throughout its service territory. Tr. at 408. They have not caused any fires. Tr. at 235, 409.

Complainant's response:

It is unreasonable to expect Complainant, who is acting *pro se* and by DLC Counsel's own admission "did not claim to be an expert witness on any subject" to "investigate" fires and identify instances where DLC's smart meter caused a fire when DLC objected to discovery questions asking for information about just such fires in their service territory. Furthermore, utility companies are known for removing smart meters before fire fighters arrive at the scene of a fire so many potential instances would be unlikely to appear in the public record.

DLC Counsel's statement: Itron also submitted the Company's smart meter to UL for testing under UL 2735 (Standards for Safety for Electric Utility Meters). Tr. at 225-26. UL 2735 is a certification standard that applies to electric utility meters, including smart meters. Tr. at 225-26, 252.

Complainant's response:

UL 2735 was created in 2014 specifically for utility meters in response to concerns about many documented instances of smart meters catching fire. (<https://www.metlabs.com/meters/new-ul-2735-electric-utility-meter-standard-ensures-safety-and-performance/>) The certification is voluntary, and the public is not privy to the standards within this certification. Anyone who wants to read the standard must pay \$402.00-\$998.00 to view it.

(<https://standardscatalog.ul.com/ProductDetail.aspx?productId=UL2735>)

See also: [https://www.itron.com/-/media/resources/consumer-resource-center/itron\\_meters\\_and\\_ulcertification.pdf](https://www.itron.com/-/media/resources/consumer-resource-center/itron_meters_and_ulcertification.pdf)

DLC Counsel's statement: Duquesne Light's smart meter only collects aggregate consumption usage information, and the Company protects customer information through robust cybersecurity safeguards.

Complainant's response:

As stated in a previous response, Itron, Inc. is excitedly pursuing load disaggregation:

<https://blogs.itron.com/real-time-load-disaggregation/>

<https://www.itron.com/-/media/feature/products/documents/brochure/load-disaggregation.pdf>

<https://www.nasdaq.com/press-release/itron-and-bidgely-bring-combined-distributed-intelligence-and-next-gen-enterprise>

DLC chose a smart meter vendor and network provider that is actively working on its own and with other companies to collect "highly granular data" "without additional hardware," which at the very least undermines the vehemence of its assertions here.

The scope of information collected by Itron's smart meters can be expanded at any time and because there is no need for "additional hardware" to be installed at customers' homes, the customers have no way of knowing when additional information is collected.

There is no need to safeguard information that is not being collected in the first place. Complainant is simply stating her wish that no additional information about her be collected, especially without her permission.

DLC Counsel's statement: Contrary to Complainant's claims, Duquesne Light does not gather information about how often customers use specific appliances in their homes. Tr. at 262-63.

Complainant's response:

See previous response.

DLC Counsel's statement: In addition, Duquesne Light does not sell customer information to third-parties [sic] with whom it does not have a business relationship.

Complainant's response:

DLC's statement here is essentially meaningless. By definition, any third party to which DLC would choose to sell customer information has "a business relationship" with DLC.

DLC Counsel's statement: Complainant offered no evidence at the hearing contradicting or calling into question any of the above information. Nor did she offer any witnesses or evidence suggesting that Duquesne Light's information security practices are unreasonable.

Complainant's response:

Complainant was not given adequate time to engage expert witnesses, and she did introduce evidence at the hearing but it was rejected by ALJ Watson. ALJ Watson's conduct does not negate the existence of the evidence Complainant presented.

On November 28, 2018, an interim order was entered establishing an "initial litigation schedule." This order specified January 4, 2019, as the date by which "any Party wishing to present expert testimony of any person other than Complainant must provide to the other Party in writing, the name and business address of that person and a written summary of the expected testimony of that person." The order also specified that on the same date, "any Party wishing to present expert testimony (including but not limited to medical, technical, etc.) must provide to the other Party in writing, the name and business address of that person and a written summary of the expected testimony of that person."

On December 10, 2018, Complainant filed a motion to adjust the initial litigation schedule. Complainant stated that the specified deadline of January 4, 2019, was impossible for her to meet. The interim order of November 28, 2018, was filed six days after Thanksgiving—well into the holiday season when Complainant, and likely most experts, have increased family obligations. Moreover, this *pro se* Complainant is a single parent, and has a full-time job and other responsibilities. She did not already know suitable witnesses to contact at the time the November 28 interim order was entered. By contrast, DLC has a stable of paid witnesses lined up to testify in response to multiple complaints. Complainant requested more time, asking to extend the January 4, 2019, deadline to February 28, 2019; to extend the February 28, 2019 deadline to conclude discovery to April 25, 2019, and to extend the date to file a "progress report" from March 11, 2019, to May 7, 2019.

Complainant received no response from either PUC or DLC concerning her motion to adjust the initial litigation schedule.

DLC Counsel's statement: As for fire concerns, Complainant presented no evidence or testimony establishing that Duquesne Light's smart meters have caused a fire. Tr. at 152. She admitted that she never personally investigated any fire allegedly caused by a smart meter. Tr. at 151-52.

Complainant's response:

See previous response.

DLC Counsel's statement: Regarding her privacy concerns, Complainant admitted that she "can't point to any specific documents" to support her claim that smart meters can detect which specific appliances are being used inside her home. Tr. at 153-54. She also conceded she has never seen any documents from Duquesne Light or Itron establishing that the Company's smart meters can differentiate between different appliances when transmitting consumption data to Duquesne Light. Tr. at 155-56. As for what would be an acceptable level of cybersecurity, Complainant stated she was seeking a method that was more reliable than the best encryption process. Tr. at 157-58.

Complainant's response:

Complainant has addressed the bulk of these statements in previous responses. In DLC Counsel's statement here, DLC deliberately mischaracterizes Complainant's words at the hearing. There is no need to safeguard information that is not being collected in the first place. Complainant is not "seeking a method that [is] more reliable than the best encryption process." This method already exists, and it involves simply refraining from collecting the information. The information DLC seeks to collect beyond what is already being collected is not essential for monthly billing of electricity consumption. Complainant was simply stating her wish that no unnecessary information about her be collected, especially without her permission.

### **III. ARGUMENT**

DLC Counsel's statement: Duquesne Light is required to install a smart meter at the Service Address under Act 129, the Commission's Implementation Order, and the Company's Smart Meter Plan and Commission-approved Tariff. The Company provided—and continues to provide—adequate, efficient, safe, and reasonable service to Complainant.

Complainant's response:

Complainant has addressed the bulk of these statements in previous responses. In DLC Counsel's statement here, DLC acknowledges that they are continuing to provide Complainant with electricity service even though a smart meter has not been installed on Complainant's home. DLC is capable of providing this service; it is not physically impossible to do so. However, rather than continue to provide the "adequate, efficient, safe, and reasonable" service Complainant is already receiving, they would prefer to deeply harm Complainant by making it impossible for her to live or work in her home if she does not consent to the installation of a smart meter at her home.

DLC Counsel's statement: The Commission has repeatedly ruled that the use of the word "shall" in Act 129 indicates the General Assembly's direction that all customers receive a smart meter.

Complainant's response:

The Commission incorrectly interprets (f)(2)(iii) as a requirement for system-wide smart meter deployment within 15 years with no exceptions. In addition to conflating "shall" with "must," the Commission has erroneously 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."

DLC Counsel's statement: No provision in the Public Utility Code or the Commission's Regulations or Orders allows a customer to "opt out" of receiving a smart meter.

Complainant's response:

Time and time again in the PUC formal complaint administrative process, ALJ and PUC decisions have been rendered against smart meter complainants and the decisions state 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.<sup>2</sup>

DLC Counsel's statement: Complainant's interpretation of Act 129 misconstrues its plain language, which states that electric distribution companies with more than 100,000 customers "shall furnish smart meter technology ... in accordance with a depreciation schedule not to exceed 15 years."

Complainant's response:

The Commission has erroneously 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."<sup>3</sup> 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."

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<sup>2</sup> 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.

<sup>3</sup> <https://thelawdictionary.org/furnish>

DLC Counsel's statement: Since Duquesne Light must install a smart meter at the Service Address, the only remaining issue is whether the Company's smart meter practices are adequate, efficient, safe, and reasonable, as required by Section 1501 of the Public Utility Code. 66 Pa. C.S. § 1501.

Complainant's response:

The Public Utility Code and the Commission's regulations require that regulated utilities such as DLC "furnish and maintain adequate, efficient, safe, and reasonable service and facilities." (66 Pa. C.S. § 1501; 52 Pa. Code § 57.194) Losing electricity service would essentially make it impossible for Complainant to live in her own home. Going off-grid is an expensive process, and generators are difficult to find because of the COVID-19 pandemic. Again, DLC and PUC do not dispute the fact that losing electricity would cause Complainant major, life-altering harm. Yet DLC explicitly seeks to force Complainant to accept their smart meter under the threat of DLC causing such harm.

DLC acknowledges that they are continuing to provide Complainant with electricity service even though a smart meter has not been installed on Complainant's home. Complainant's account is in good standing and the bill is always paid on time. In fact, DLC currently owes Complainant money because of overbilling. The only reason DLC seeks to shut off Complainant's electricity service that Complainant will not consent to the installation of an activity-monitoring device that also carries a risk of fire and potential health effects.

DLC is capable of providing Complainant with electricity service; it is not physically impossible to do so. However, rather than continue to provide the "adequate, efficient, safe, and reasonable" service Complainant is already receiving, they would prefer to deeply harm Complainant by making it impossible for her to live or work in her home if she does not consent to the installation of a smart meter at her home.

DLC Counsel's statement: Complainant has no knowledge, qualifications, or experience that would lend any credibility to this bald allegation. She did not claim to be an expert witness on any subject, let alone fire issues. Tr. at 107. She never personally investigated any fires allegedly caused by a smart meter. Id. At 150-52. She could not point to a single instance in which Duquesne Light's smart meter caused a fire. Id. In fact, the extent of Complainant's knowledge about this issue comes from hearsay sources, including "media reports" and "material online." Id. Complainant did not attempt to offer any of these reports or materials into evidence at the hearing Id. at 150.

Complainant's response:

It is unreasonable to expect Complainant, who is acting *pro se* and by DLC Counsel's own admission "did not claim to be an expert witness on any subject" to "investigate" fires and identify instances where DLC's smart meter caused a fire when DLC objected to discovery questions asking for information about such just such fires in their service territory. Furthermore, utility companies are known for removing smart meters before fire fighters arrive at the scene of a fire so many potential instances would be unlikely to appear in the public record.

DLC Counsel's statement: First, Duquesne Light proved that its smart meters have been certified by UL under the 2735 safety standard, which applies to electric utility meters (including smart meters). Tr. at 225-252. ... The Commission has found that UL certification is evidence that the utility is providing safe and reasonable service.

Complainant's response:

As stated in a previous response, UL 2735 was created in 2014 specifically for utility meters in response to concerns about many documented instances of smart meters catching fire.

(<https://www.metlabs.com/meters/new-ul-2735-electric-utility-meter-standard-ensures-safety-and-performance/>) The certification is voluntary, and the public is not privy to the standards within this certification. Anyone who wants to read the standard must pay \$402.00-\$998.00 to view it.

(<https://standardscatalog.ul.com/ProductDetail.aspx?productId=UL2735>)

See also: [https://www.itron.com/-/media/resources/consumer-resource-center/itron\\_meters\\_and\\_ulcertification.pdf](https://www.itron.com/-/media/resources/consumer-resource-center/itron_meters_and_ulcertification.pdf)

DLC Counsel's statement: The Commission has routinely dismissed claims alleging that a smart meter poses a fire hazard where the evidence proves that the make and model at issue has never caused a fire.

Complainant's response:

It is unreasonable to expect Complainant, who is acting *pro se* and by DLC Counsel's own admission "did not claim to be an expert witness on any subject" to "investigate" fires and identify instances where DLC's smart meter caused a fire when DLC objected to discovery questions asking for information about such just such fires in their service territory. Furthermore, utility companies are known for removing smart meters before fire fighters arrive at the scene of a fire so many potential instances would be unlikely to appear in the public record.

Furthermore, Itron smart meters have been associated with fires in Pennsylvania and other states. <https://www.house.mi.gov/sessiondocs/2017-2018/testimony/Committee420-3-7-2017-5.pdf>

DLC Counsel's statement: Complainant's privacy claims are based on a misunderstanding of the information actually collected by Duquesne Light's smart meters—which deploy state of the art cybersecurity protections.

Complainant's response:

Complainant has addressed the bulk of these statements in previous responses. In DLC Counsel's statement here, DLC mischaracterizes Complainant's position as a "misunderstanding of the information actually collected."

DLC chose a smart meter vendor and network provider that is actively working on its own and with other companies to collect "highly granular data" "without additional hardware." The scope of information collected by Itron's smart meters can be expanded at any time and because there is no

need for “additional hardware” to be installed at customers’ homes, the customers have no way of knowing when additional information is collected.

There is no need to protect information that is not being collected in the first place. Complainant is simply stating her wish that no additional information about her be collected, especially without her permission.

DLC Counsel’s statement: Once again, Complainant offered no evidence to support this claim other than her own opinion, which is not evidence. And even if Complainant’s opinion about cybersecurity matters could be considered, it would be entitled to no weight. Complainant did not claim to be a cybersecurity expert. Tr. at 107. She identified no relevant work experience, education, or training. She presented no other witnesses to support her privacy claims. Nor did she identify any instance in which Duquesne Light’s cybersecurity system was hacked.

Complainant’s response:

Again, it is unreasonable to expect Complainant, who is acting *pro se* and by DLC Counsel’s own admission “did not claim to be an expert witness on any subject” to identify instances in which DLC’s cybersecurity system was hacked when DLC objected to discovery questions asking for information about just such instances. Furthermore, there is no need to protect information that is not being collected in the first place. Complainant is simply stating her wish that no additional information about her be collected, especially without her permission.

DLC Counsel’s statement: Complainant’s cybersecurity/privacy concerns are based primarily on two flawed premises. The first is that Duquesne Light’s smart meter will collect consumption data about specific, individual devices inside the home—which simply is not true and is completely unsupported in the record. As noted in Section II(D) above, Duquesne Light collects only aggregate household information, not data about specific appliances or devices Complainant uses. Tr. at 262-63. The Commission has repeatedly ruled that is not improper for a utility to gather aggregate household consumption data.

... The second flawed premise in Complainant’s argument is that Duquesne Light must ensure that her personal information can never be hacked. That is not what the law requires; instead, the Company must provide “adequate, efficient, safe, and reasonable service.”

Complainant’s response:

Once again, DLC chose a smart meter vendor and network provider that is actively working on its own and with other companies to collect “highly granular data” “without additional hardware.”

<https://blogs.itron.com/real-time-load-disaggregation/>

<https://www.itron.com/-/media/feature/products/documents/brochure/load-disaggregation.pdf>

<https://www.nasdaq.com/press-release/itron-and-bidgely-bring-combined-distributed-intelligence-and-next-gen-enterprise>

The scope of information collected by Itron's smart meters can be expanded at any time and because there is no need for "additional hardware" to be installed at customers' homes, the customers have no way of knowing when additional information is collected.

There is no need to protect information that is not being collected in the first place. Complainant is simply stating her wish that no additional information about her be collected, especially without her permission.

#### **IV. Conclusion**

DLC Counsel's statement: Moreover, this make and model has never caused a fire, either in Duquesne Light's service territory or anywhere else.

Complainant's response:

Once again, it is unreasonable to expect Complainant, who is acting *pro se* and by DLC Counsel's own admission "did not claim to be an expert witness on any subject" to "investigate" fires and identify instances where DLC's smart meter caused a fire when DLC objected to discovery questions asking for information about just such fires in their service territory. Furthermore, utility companies are known for removing smart meters before fire fighters arrive at the scene of a fire so many potential instances would be unlikely to appear in the public record.

DLC Counsel's statement: Finally, Duquesne Light proved that it does not collect information about how often customers use individual appliances and that it takes numerous cybersecurity measures to protect customer information.

Complainant's response:

Once again, Itron, Inc. is demonstrably in the process of perfecting load disaggregation:

<https://blogs.itron.com/real-time-load-disaggregation/>

<https://www.itron.com/-/media/feature/products/documents/brochure/load-disaggregation.pdf>

<https://www.nasdaq.com/press-release/itron-and-bidgely-bring-combined-distributed-intelligence-and-next-gen-enterprise>

This undermines DLC's assertions that they only collect aggregate data with their smart meters. Those assertions may be true today, but DLC chose a smart meter vendor and network provider that is actively working on its own and with other companies to collect "highly granular data" "without additional hardware."

The scope of information collected can be expanded at any time and because there is no need for "additional hardware" to be installed at customers' homes, the customers have no way of knowing when additional information is collected.

To reiterate, there is no need to protect information that is not being collected in the first place. Complainant is simply stating her wish that no additional information about her be collected, especially without her permission.

Respectfully submitted,

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Miranda Grace Edwards

September 11, 2020