October 5, 2020

Via E-filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Kathleen Anthony v. PPL Electric Utilities Corporation
Docket No. C-2018-3000490

Dear Secretary Chiavetta:

Enclosed for filing are my Exceptions to the Honorable Judge Elizabeth Barnes's Initial Decision in regard to the above referenced proceeding.

Respectfully submitted,

Kathleen R. Anthony

Enclosure

Cc: Per Certificate of Service

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Kathleen R. Anthony	:	:
Complainant	:	
v.	:	**Docket No. C-2018-3000490**
	:	
PPL Electric Utilities Corporation:		
Respondent	:	

EXCEPTIONS OF KATHLEEN R. ANTHONY TO THE INITIAL DECISION OF ALJ ELIZABETH BARNES ISSUED ON SEPTEMBER 15, 2020

Introduction

The ALJ's claim that I should have to definitively prove an illness bought on by our current PLC/AMI metering system or to have to definitively prove my concerns in regard to the possible detrimental cumulative effects of continual exposure to RF in order to prevent an installation of a new continuous RF mesh smart meter installation on my property is cruel, short-sighted even criminal. In this matter, the ALJ's conclusion is not to seek the truth of these allegations, but to thwart inquiry and discovery in regard to RF and RF fields, a clear violation of the law. It takes away all of our choices and freedoms regarding the dangers of radioactive microwaves (Radio Frequency-RF) and puts the entire population at risk. The Utility companies are coercing complainants to endure exposure which amounts to involuntary human experimentation. In addition, health risks from the type of electromagnetic energy emitted from RF mesh smart meter systems are heightened in the very young, the very old, and in those with pre-existing diseases and disorders. Lack of definitive proof that a technology is harmful does not necessarily mean that the technology is safe, yet the Utility Companies and the wireless industry has succeeded in selling this logical fallacy to the citizens. In truth, the safety of wireless technology has been an unsettled question since the industry's earliest days. The upshot is that, over the past 30 years, billions of people around the world have been subjected to a massive public-health experiment: Use a cell phone/Wi-Fi today, find out later if it causes cancer or genetic damage. Meanwhile, big corporations obstructed a full and fair understanding of the current science, aided by government agencies that have prioritized commercial interests (money) over human health. Also, news organizations have failed to inform the public about what the scientific community really thinks about this subject. In other words, this public-health experiment has been conducted without the informed consent of its subjects.

"The absence of absolute proof does not mean the absence of risk," Annie Sasco, the former director of epidemiology for cancer prevention at France's National Institute of Health and Medical Research, told the attendees of the 2012 Childhood Cancer conference.

Exception 1:

ALJ Barnes erred when she failed to issue me a briefing schedule. She erred because without a briefing schedule and a chance to argue 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 a 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.** Pg. 22-23, #8, #10.

Exception 2

ALJ Barnes erred when she did not allow me time to secure my witnesses needed for my Telephonic Hearing. In August of 2019, in regard to my "Second Prehearing Order," which cited the due date of August 30, 2019 to have acquired witnesses for the October 31, 2019 hearing at 10 am, I had asked for more time in order to secure my witnesses, in the persons of Dr.Tania Slawecki and Doctor William G. Kracht possibly for January or February of the New Year in 2020 but was not granted the extra time needed in order to secure them. At that time, Dr.Tania Slawecki was involved in her own hearing before the PUC regarding Smart Meters, and I was not able to get a Doctor's appointment until January of 2020. Also, I am pro se, and we were going through the preliminaries of closing the family pharmacy which then took place in August of 2020. The ALJ's situation/decision to not allow me to acquire my witnesses put me at an obvious disadvantage in regard to my Telephonic Hearing, and even though, my exhibits were initially accepted by the ALJ, I was not able to follow through and validate my assertions because of my lack of expert witnesses whereas PPL had an ample supply of expert witnesses. Pg. 21-22, #4, #5, #8.

Exception 3

ALJ Barnes erred in not giving credence to my direct testimony and in my Amended Complaint in regard to Smart Meters and the PLC metering system used by PPL that affect the internal wiring of a home through the power lines in a manner that can produce long-term adverse health effects. The FCC investigated and, in some cases, found that this type of PLC metering system, coupled with other information, could produce excessive radiation on the power lines themselves. This was evidenced, specifically in (2003-2004), by a PLC/Broadband coupling in Allentown, PA with operator, Main.Net. In this specific case, the power lines exceeded U.S. radiation standard emissions. This evidence suggests that for over 17 years, my health and the health of my husband have been adversely affected by PPL's PLC metering system, and that our health conditions, recognized by the ADA, would be further harmed by the forced installation of the smart metering RF mesh system that PPL is currently deploying. PPL witness Mr. Asbury admitted that he was not familiar with the PLC metering system that PPL had installed many years ago. Mr. Asbury was only engaged with the current Landis and Gyr installations; therefore, his testimony regarding the PLC metering system should be disregarded. Had PPL investigated the PLC metering system regarding RF emission and fields that we now have, answers regarding the effects of those systems on household wiring, the effects on people inside the home (health issues)

and on the power lines could have come to light. The PUC and PPL have refused to accommodate our health needs, and they threaten to terminate the electric supply to my home if I do not allow them to install their new AMI smart meter. **This is a clear violation of my rights under the ADA which the PUC and PPL are obligated to follow, is a violation of the Constitution of Pennsylvania and the Constitution of the United States: and a violation of 66 PUC code 1501 and 1502**. Pg. 11; Pg. 22, #6; Pg. 23, #10, #13.

Exception 4:

ALJ Barnes erred in not recognizing that PPL's Implementation Plan, docket no. M-2009-3945 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 on 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 existing meters, when, in fact, the Act is silent on currently deployed 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 (M-2009-2122655). This section of the Act does not refer to replacing my current meter. 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 consistently ruled 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 referred to in Act 129.

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 129 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 (M-2019-3006868). In its Act 129 Total Resource Cost (TRC) Test for 2021, on page 21 of both documents, 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. This is an abbreviation for capital expenditure. What the above paragraph from the utility's Deployment Plans means is that the EDCs proposed to continue depreciating existing meters using the existing meters' regular depreciation schedules over their remaining lives to recover the full cost 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 referred to in Act 129; 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

Time and time again in the PUC formal complaint administrative process, 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. 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 the right to refuse and/or who requested an accommodation 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-2009-2122655, 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 referred to in Act 129 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 a review of the PA PUC's Public Meeting held April 15, 2010, regarding the joint petition of Met-Ed and other EDCs (Docket No. M-2009-2023950), in the discussion on page 9 the following was stated: "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. PUC*, 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 as mentioned above, in discussing the deployment process of smart meters and related time frames 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, sets a cap on the service period of smart meters, dictating their service life not to exceed 15 years. The final version of § 2807 passed into law says nothing about replacing current 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 PPL, have no legal basis on which to force smart meters on all of their customers. Pg. 21, #2; Pg. 23, #14; Pg. 24, #15.

Exception 5:

ALJ Barnes erred when she accepted the testimony of Dr. Davis and Dr. Israel and gave their testimony more weight than mine.

ALJ Barnes erred in accepting Dr. 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 one change in 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 not further.

ALJ Barnes erred in accepting Dr. Israel's testimony which is not relevant as he has never treated a patient with sensitivity to RF/Microwaves and has never even seen me before my hearing. Dr. Israel is a Pediatrician with a side in Oncology. In addition, Dr. Israel relies on studies by Psychologists, such as Rubin, to opine that adverse health effects as reported by sufferers of sensitivity to RF/Microwaves is a mental disorder, despite the thousands of studies to the contrary, since the 1930's with the discovery of radar.

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 that there are none, rather the opposite. The state health agencies Dr. Davis refers to are states who all have opt-outs from smart meter deployments. In fact, 38 states do not require smart meters forced on its citizens.

Except for Duquesne, the other utilities have used these same two expert witnesses, Dr.

Davis and Dr. Israel in all their smart meter hearings. Dr. Davis and Dr. Israel have testified for the D.C. Law firm of Watson & Renner for the last several decades on the side of industry. Both witnesses are paid several hundred dollars per hour for their testimony, much of which seems narrow, unyielding, and in many ways, appears to obfuscate the truth in regard to smart meters. Pgs. 4-7, #s 16-39.

Examples – Pg.4, #'s 20-21; Pg. 6 #35.

The FCC, ANSI, and other agencies do not promise me any safety for my health. Instead, I have very good reason to believe that the RF/MW coming from the AMI smart meter will exacerbate existing health conditions and cause a cascade of other health issues due to my disability.

The FCC uses exposure guidelines from 1996 for heating effects only for people who work in jobs where they could get burned or electrocuted. The FCC guidelines are for exposure of 30 minutes for a 200-lb man for these thermal effects.

The American National Standards Institute (ANSI /ˈænsi/ *AN-see*) is a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States.[3] The organization also coordinates U.S. standards with international standards so that American products can be used worldwide.

ANSI accredits standards that are developed by representatives of other standards organizations, government agencies, consumer groups, companies, and others. These standards ensure that the characteristics and performance of products are consistent, that people use the same definitions and terms, and that products are tested the same way. ANSI also accredits organizations that carry out product or personnel certification in accordance with requirements defined in international standards.[4]

1993: Environmental Protection Agency (EPA): The FCC's exposure standards are "seriously flawed." Official comments to the FCC on guidelines for evaluation of electromagnetic effects of radio frequency radiation, FCC Docket ET 93-62, November 9, 1993.

1993: Food and Drug Administration (FDA): "FCC rules do not address the issue of long-term, chronic exposure to RF fields." Comments of the FDA to the FCC, November 10, 1993.

1993: National Institute for Occupational Safety and Health (NIOSH): The FCC's standard is inadequate because it "is based on only one dominant mechanism—adverse health effects caused by body heating." Comments of NIOSH to the FCC, January 11, 1994.

1994: Amateur Radio Relay League Bio-Effects Committee: "The FCC's standard does not protect against non-thermal effects." Comments of the ARRL Bio-Effects Committee to the FCC, January 7, 1994

Exception 6:

ALJ Barnes erred when she stated that the PUC decides cases on an individual basis and on the specific allegations presented. No one, since some 500 plus smart meter complaints have gone to hearings, has ever won an accommodation from the deployment of a smart meter on their property. Pg. 23, #10

Exception 7:

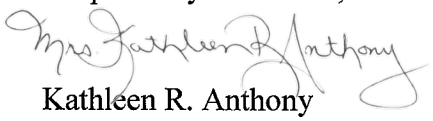
ALJ Barnes erred in requiring proof of causation. As a matter of law and policy the complainant should not be required to prove causation of harm to a medical certainty as if this were a tort case for damages, but instead has met her burden under Section 1501 by proving by a preponderance of evidence that the proposal to subject her to RF exposure from a smart meter is unsafe and unreasonable, because it would expose her to a risk of harm. The Commission should reject the ALJ's suggestion that Section 1501 requires Complainant to prove causation of harm to the same standard as if this were a tort law case. The Woodbourne Heaton PUC case provided that burden of proof was never challenged in any state or federal court until it has been challenged in the Povacz v PUC case which is now before the Commonwealth Court waiting for the final Opinion. The Woodbourne Heaton PUC case burden of proof involved the location of high-power lines, which was necessary for public transport of electricity to many customers, the disruption of which would affect thousands and thousands of lives. In contrast, granting me an accommodation from smart metering as is provided to customers in over 35 other states will not affect PPL negatively, nor will it affect any other electricity customer. It is not a matter of public necessity as was Woodbourne Heaton. In fact, any complainants in the Woodbourne Heaton PUC case were able to move a few blocks away and still maintain their doctors, schooling for their children, and involvement with the community. However, for smart meter complainants, such as myself, in a smart meter section 1501 and 1502 claim, cannot do the same due to the PUC "invented" state-wide mandate with no exceptions for disabled customers, and have no recourse but to move out of state if this absurd illegal stance is not corrected. Pg. 21-23, #s 3-6, #s 8-10.

CONCLUSION

For the reasons set forth above, the Complainant Kathleen R. Anthony, respectfully requests that the Commission grant these Exceptions and issue a Final Order that rejects the ALJ's Initial Decision of September 15, 2020, and orders PPL Electric Utilities Corporation to grant Complainant's request for an accommodation under the ADA and Section 1501, 1502 and 1505 by use of an electromechanical analog meter to collect data about electric usage for billing purposes. The Complainant can record and send meter readings to PPL, calculate the bill and send PPL a payment. Complainant also requests a more intense scrutiny of her pre-existing PLC/metering system and its effect on power lines and inside wiring of the home which in turn can adversely affect the health of individuals within the home.

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. 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.

Respectfully submitted,



Kathleen R. Anthony

Dated: October 5, 2020

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Kathleen Anthony	:	
	:	
Complainant	:	
v.	:	**Docket No. C-2018-3000490**
	:	
PPL Electric Utilities Corporation	:	
	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Kathleen Anthony, hereby certify that I have sent, this day, via email, my Exceptions to the Initial Decision of the Honorable Judge Elizabeth Barnes in the above referenced proceeding to the following:

Via Email
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PPL Services Corporation

Mrs. Kathleen R. Anthony

Date: October 5, 2020

Kathleen R. Anthony