

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michele Hriadil and  
Francis Hriadil,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2016-2571726

**RESPONSE TO  
RESPONDENT'S MOTION FOR  
SUMMARY JUDGMENT AND TO STAY  
HEARING PENDING OUTCOME OF  
ACCOMMODATION PROCESS**

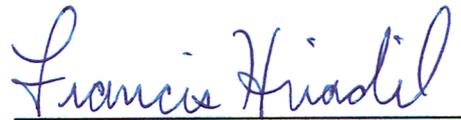
Filed by Michele and Francis Hriadil

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**RESPONSE TO  
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT  
AND TO STAY HEARING  
PENDING OUTCOME OF ACCOMMODATION PROCESS**

TO: ALJ EMILY I DEVOE

ENCLOSED IS COMPLAINANTS' RESPONSE TO RESPONDENT'S MOTION FOR SUMMARY JUDGMENT AND TO STAY HEARING PENDING OUTCOME OF ACCOMMODATION PROCESS.



Francis Hriadil  
February 6, 2024



concluded that it lacked authority to grant Customers an accommodation based on their health concerns”,

as quoted by the PA Supreme Court.

The Commonwealth Court ruled that,

“nothing in Act 129 “affirmatively mandates that customers must allow installation of wireless smart meters” and “wireless meters are not mentioned at all in the statute.” *Id.* at 488 & n.11 (internal quotation marks omitted). Resorting to the dictionary definition of “furnish,” which means “to provide with what is needed; ... supply, give,” the court determined that the definition of “furnish” does not imply that a recipient is forced to accept that which is offered. *Id.* at 488 (quoting WEBSTER’S NINTH NEW COLLEGIATE DICTIONARY 499 (1985))”,

again as quoted by the PA Supreme Court. Here, the Commonwealth Court acknowledged the plain English, unbiased, commonly accepted reading and understanding of the term “furnish”.

And furthermore, the Commonwealth Court ruled that,

“although Act 129 requires an EDC to furnish a smart meter, nothing in the language of Act 129 requires a customer to accept the smart meter and, thereby endure involuntary exposure to RF emissions”,

again as quoted by the PA Supreme Court.

This was considered as “settled law”, but it was not, because it was contested by the PUC, and the EDCs.

4. “Settled law” only becomes settled law when it is accepted, and remains uncontested. That is not the case here.

There still remain a number of pertinent and relevant cases in Commonwealth Court contesting the forced deployment of unrequested and unwanted Smart Meters on Pennsylvania residents. These include, but are not limited to:

- *Docket No.1253 CD 2019, McKnights vs PA PUC.*
- *Docket No. 827 CD 2020, Hughes vs PA PUC.*
- *Docket No. 526 MD 2023, Colbert vs DeFrank, Chair, PA PUC.*

There may be others pending, but the Complainants were prevented from producing a complete and comprehensive list at this time, due to the cyberattack that has just occurred on the Pennsylvania state courts agency's website. These pending cases raise issues that the Complainants, the Hriadils, have brought forward in our Formal Complaint proceeding. As such, they all have a direct bearing on the disposition of our Formal Complaint. And as such, they warrant a Stay in the proceeding of our Formal Complainant, until their matters are fully adjudicated. The Complainants, the Hriadils, aver that this would be in the true interest of “judicial economy and preservation of resources”, which the Respondent has stated is the reason for its Motion.

AUGUST 16, 2022, SUPREME COURT OPINION and ORDER, *Povacz, et al. v. Pa. Public Utility Commission*, 280 A.3d 975 (Pa. 2022) (*Povacz II*);: SPECIFICS

5. Act 129 plainly states:

§ 2807(f)(1). Paragraph (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 the request.
- (ii) In new building construction.
- (iii) In accordance with a depreciation schedule not to exceed 15 years.

The crux of the matter is the intent of the Legislature in passing Act 129.

6. The intent of the Legislature is definitively and undeniably stated, and definitively and undeniably documented, in its Legislative Record on Act 129. The Complainants maintain that the plain reading of Act 129, corroborated by the Legislature’s stated intent, as documented in its Legislative Record, definitively establishes that the Implementation Order of June 18, 2009, as written and enacted by the PA PUC, does not reflect the intent and content of the Smart Meter Opt-In program of Act 129, as written and passed by the Legislature, and signed by Governor Rendell. Specifically, this is documented in the PA Legislative Journal - House –

Session of 2008 192d of the General Assembly No 13 2008\_02\_11 and the Legislative Journal - Senate - Session of 2008 192nd of the General Assembly No. 64 2008\_10\_08. As such, the PA PUC Implementation Order, and its “interpretation” of Act 129 is in error. It is wrong and does not satisfy any test of reasonableness. The PA PUC erred and overreached its authority, and fundamentally and improperly changed Act 129 from an Opt-In program to a mandated one.

7. In 1998, the PA Supreme Court of Pennsylvania ruled that any interpretive rule “must genuinely track the meaning of the underlying statute, rather than establish an extrinsic substantive standard.” See, Borough of Pottstown v. Pennsylvania Municipal Retirement Board, 712 A.2d 741(Pa. 1998). The Complainants maintain that the Implementation Order enacted by the PA PUC does not genuinely track the meaning of Act 129, and has established an extrinsic substantive standard, establishing a mandate, in violation of the law.

8. On August 16, 2022, the PA Supreme Court issued an Opinion and Order, Povacz, et al. v. Pa. Public Utility Commission, 280 A.3d 975 (Pa. 2022) (Povacz II), overturning a Commonwealth Court ruling that customers may choose to reject the Smart Meter.

9. In its opinion, the PA Supreme Court makes the following statement:  
“Considering the overall goal of Act 129 to promote energy efficiency and conservation in Pennsylvania, the plain language of Section 2807(f)(2) mandates the system-wide installation of smart meter technology, including smart meters, with no opt-out provision. We reject the Commonwealth Court’s contrary holding that, although EDCs are required to furnish smart meters, customers may choose to reject one.” [J-77A-L-2021] - 35.

Here, the current PA Supreme Court introduces an extrinsic substantive standard that does not genuinely track the meaning of the underlying statute, in violation of its 1998 established standard, which has been settled law for decades.

The Commonwealth Court applied and adhered to this standard, read the plain language of Act 129, and correctly concluded that Act 129 defines an Opt-In program, one in which an existing customer may request a smart meter, and that their electric distribution companies shall

then furnish smart meter technology in accordance with a depreciation schedule not to exceed 15 years. There is no language even hinting that § 2807(f)(1). Paragraph (f)(2) (i) refers to “early technology adopters”, as is routinely and repeatedly stated. This is an imposed construction that is a subversion of the plain meaning of the language of Act 129.

And again, this plain reading is further established by the irrefutable and material fact that the Legislature, in its Legislative Journals, see para. 6 here-in, clearly and definitively stated its intent that Act 129 is voluntary to existing customers. This is undeniable.

Further, the Legislature did not include any language relating to an Opt-Out provision, as it is immaterial in a program that is designed and defined legislatively as Opt-In. This is axiomatic and self-evident.

Lastly, justification is attempted by the PA Supreme Court in its consideration and opinion, stating that the overall goal of Act 129 is to promote energy efficiency and conservation in Pennsylvania. Again, this goes beyond the actual plain language of the bill, and does not genuinely track the plain meaning of the underlying statute, as written. And, it belies the fact that Smart Meter technology has failed to produce its intended result. It has introduced unproven, expensive, hazardous, and less secure smart grid technology that has provided no beneficial impact on total energy usage. Electricity costs continue to rise. It has increased the income of the electrical distribution companies (EDCs), but it has channeled necessary funding away from increasing the production, capacity, security, and robustness of the existing electrical distribution infrastructure in Pennsylvania. In terms of technology, Smart Meters are a bad answer to the wrong problem.

Respondents have provided the details of all of this in our many filings in our Formal Complaint, which are part of the record of this proceeding. Short of listing all of our filings, Respondents refer to our July 6, 2018 Response To Motion For Summary Judgment for a summary overview.

As such, the PA Supreme Court opinion and ruling is in error, and does not satisfy any test of reasonableness. The act of construing the plain language of Act 129 § 2807(f)(1). Paragraph (f)(2) as establishing a Smart Meter mandate, in lieu of the stated intent of the Legislature documented in its Legislative Journals, is nothing short of Orwellian in nature, in our view.

10. In its opinion, the PA Supreme Court makes the following statement:

“Moreover, the General Assembly has had decades during which it could have changed the language of Act 129 to include an opt-out provision. Its silence speaks volumes in support of our conclusion that the PUC’s interpretation of Act 129 has been and is consistent with the legislative intent to impose a mandate.” [J-77A-L-2021] - 36.

The PA Supreme Court posits this extraneous and immaterial justification of its opinion, but fails to accept the Legislature’s Legislative Journals, see para. 9 here-in, which clearly and definitively state that the intent of Act 129 is to be voluntary to existing customers.

The PA Supreme Court is well-aware of the realities of the world of politics, parties, and lobbyists, and the machinations of politicians with agendas. It is a material fact that corrective bills have been repeatedly introduced in the Legislature, year-after-year, that have been quashed in-committee, year-after-year, by successive Committee Chairman, all single powerful individuals with their own personal and party agendas. This is all part of the Legislative record. Again, this goes beyond the actual plain language of the bill, and is immaterial to genuinely tracking the plain meaning of the underlying statute, as written. As such, the PA Supreme Court opinion and ruling is in error, and does not satisfy any test of reasonableness.

11. In its opinion, the PA Supreme Court makes the following statement:

“while it is true that a customer need not avail himself of all aspects of smart meter technology, i.e., the time-of-use rates and pricing plans offered in Section 2807(f)(5) are optional, that fact does not negate the plain language of Act 129, which, taken as a whole, indicates that the installation of smart meters is mandatory. [J-77A-L-2021] - 34.

In [J-77A-L-2021] - 35, see para. 9 here-in, the PA Supreme Court reasons that “to promote energy efficiency and conservation in Pennsylvania” customers may not choose to reject the smart meter. Yet, here, it states that a customer “need not avail himself of all aspects of smart meter technology” in order to produce the desired increase in efficiency and conservation, which, in its opinion, is the whole reason why the program was intended by the Legislature to be mandated. Customers have the option to not use the Smart Meter, but nevertheless must accept one, regardless. This effectively “mandates” a program that is significantly and inherently self-defeating. It is a contradiction in logic and reasoning.

Yet, it goes on to add “taken as a whole, ... the installation of smart meters is mandatory”. Instead, of acknowledging the written plain language of the provision “that electric distribution companies shall furnish smart meter technology ... upon request from a customer”, and the clearly documented and stated intent of the Legislature, it manufactures a “taken as a whole” construct, establishing its own extrinsic substantive standard that does not genuinely track the meaning of the plain wording of that provision.

Again, as such, the PA Supreme Court opinion and ruling is in error, and does not satisfy any test of reasonableness.

12. In its opinion, the PA Supreme Court makes the following statement:

“We agree with Customers that the accounting term “depreciation schedule” used in (f)(2)(iii) does not mean “deployment.” However, although not optimally worded, we interpret this subsection in context as allowing EDCs to depreciate fully the existing Legacy meters while simultaneously furnishing smart meter technology to customers” [J-77A-L-2021] - 30.

Here, the PA Supreme Court establishes, correctly, in accordance with its 1998 interpretation standard, that in the plain language of the provision, “the accounting term ‘depreciation schedule’ used in (f)(2)(iii) does not mean ‘deployment’”. And, it goes on to state, that this provision is “not optimally worded”, and according to its interpretation, this allows EDCs to “depreciate fully the existing Legacy meters while simultaneously furnishing smart meter

technology to customers”. There is nothing in the plain language of this provision, or in this stated understanding by the PA Supreme Court, that establishes that Act 129 was intended by the Legislature to be a mandate. It merely allows EDCs the ability to reduce and recover costs. Yet, the PUC, as part of its Implementation Order, has maintained, in its arguments, that this “means” a deployment which is mandatory. So, no mandate has been established here.

13. Lastly, in its opinion, the PA Supreme Court makes the following statement:

“Even if Customers’ expert testimony was sufficient to meet the preponderance of the evidence burden of proof, the PUC was free to conclude that the contrary evidence was more weighty.” [J-77A-L-2021] - 52.

The PA Supreme Court neglects its fundamental fiduciary oversight responsibility here to ensure fairness and Due Process, by indicating that the PUC is free to “ignore”, “discount”, and “reject” any and all evidence provided by Complainants and their Expert Witnesses, even if it satisfies, or even surpasses, the preponderance of evidence standard for burden of proof. The effective result of this statement is that the PUC is free to use whatever pretext it wants to make whatever rulings it wants, irrespective of the evidence, fairness, and Due Process.

A review of all Smart Meter Complaints that have been brought before the PUC to date, and there have been many, very quickly reveals that there is no amount of medical evidence by complainants’ doctors, no amount of expert testimony by credentialed, independent, non-utility experts, and no amount of scientific documentation and evidence from prestigious, credentialed, experts, organizations, and/or institutions, peer-reviewed and otherwise, that can be presented, that “satisfies” their “judgment standard”, thereby denying complainants a fair and just ruling. There is a clear pattern of PUC ALJs routinely and repeatedly disregarding multitudes of independent experts and thousands of corroborating documents in favor of a few utility-paid, “professional experts”, and a comparably minuscule number of outdated, flawed, and/or questionable reports, to justify their rulings dismissing all Smart Meter complaints. This has been the judicial record of the PUC. All complaints against the Pennsylvania Smart Meter program, that would establish any of the detrimental aspects of the device, its function and operation, and its implementation, have been ultimately and ceremoniously dismissed. And, relevant information has been kept out of the judicial record.

The PUC, an oversight agency, created and tasked with the fiduciary responsibility to operate in the best interest of the people of Pennsylvania, but which receives a significant amount of its funding from the utilities, has always ruled in favor of those utilities when it comes to the PUC's Smart Meter program. The conflict of interest here is clear. The record of the PUC, to date, is that it has been "going through the motions", ultimately ruling in favor of the utilities, in this regard. The Complainants believe that the PA PUC can still see reason and change this pattern of conduct, in the interest, and for the well-being, of the people of Pennsylvania.

STAY HEARING PENDING OUTCOME OF ACCOMMODATION PROCESS:

14. The Respondent proposes that Your Honor "place a 60-day stay on this action" to allow the parties to explore potential accommodations. Without conceding, in any way, the legitimacy of our claims, the truthfulness of our arguments, the inviolate nature of our inalienable rights as citizens, private property owners, and human beings dependent on and requiring the use of electricity for our quality of life and well-being, in our homes, and our justified request for relief, the Complainants have no inherent objection to a Stay to explore potential accommodations.

15. The PA Supreme Court, in its ruling, stated the following:

"See 66 Pa.C.S. §§ 1505 (requiring the PUC to prescribe remedial action upon finding a violation of Section 1501 'as shall be reasonably necessary and proper for the safety, accommodation, and convenience of the public') and 1501 (requiring utility to take remedial action 'as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public'). This holding does not preclude an electric utility from providing a reasonable accommodation to an electric customer in the absence of a Section 1501 violation pursuant to a customer service policy."

[J-77A-L-2021] – 7, August 16, 2022, Supreme Court Opinion and Order, Povacz, et al. v. Pa. Public Utility Commission, 280 A.3d 975 (Pa. 2022) (Povacz II).

Here, even the PA Supreme Court acknowledges, and has ruled, that the PA PUC and the EDCs, as part of their tariff, can provide, and enact, a tailored EDC Customer Service Policy that provides accommodations and relief "for the accommodation, convenience, and safety of its patrons, employees, and the public" without having to establish any violation of 66 Pa. C.S. § 1501, or by extension 52 Pa. Code § 57.194.(a).

16. As such, the Complainants are willing, and have always been willing, to explore any potential accommodations that truly address our needs and concerns, that provide a service and a setup that is no less safe, secure, and reliable than our current service and setup, and that do not impose an undue burden on the Complainants, as we are elderly, with one in retirement and one soon to retire, and both with limited budgets and financial resources.

#### STATEMENT of COMPLAINANTS

17. Complainants Michele Hriadil and Francis Hriadil, reiterate that we are people as ourselves, in our Formal Complaint.

Michele Hriadil is elderly, 68 years old, currently with full time work commitments and responsibilities, and soon will retire.

Francis Hriadil is elderly, 72 years old, and retired, with documented chronic medical conditions involving severe degenerative disc disease and digestive issues, and is disabled. Francis lives with his sister Michele, because of these conditions. As such, he has significant limitations with his physical abilities.

18. Complainants have pursued our Formal Complaint, not out of malice, but in our simple desire to safeguard our health and well-being, and preserve our rights, as people of Pennsylvania. As a government agency created to serve and protect the interests and well-being of the people of Pennsylvania, we had, and still have, a reasonable expectation that the PA PUC will acknowledge the questionable nature of this Smart Meter program, its creation, and its implementation; and act in the public interest, and in consideration and accommodation of our specific needs, conditions, and our convenience, to protect our well-being and our rights. To date, this has not happened

19. Co-complainant, Francis Hriadil has established with Duquesne Light, and in our filings with the PA PUC, that I am elderly, with a number of serious chronic medical conditions, and has provided the written medical opinion of my doctor, Dr Martin Gallagher MD, that I “not be exposed to the RF/EMF generated by a “Smart Meter” based on my current clinical

condition, as well as from a preventative standpoint.”

Exhibit A-2 Dr Martin Gallagher MD Statement and Medical Recommendation for Francis Hriadil 2018\_04\_23

20. The PA PUC has received testimony from various independent expert witnesses in other PA Smart Meter Formal Complaints establishing that the numerous pulsed RF transmissions and the induced LF transmissions of Smart Meters in their Smart Mesh have never been established as safe, and represent a health risk to substantial segments of the population, including the Complainants who are both elderly, in the short term, and all segments of the population in the long term. See Dr Andrew J. Marino PhD, JD, for *Maria Povacz, Laura Sunstein Murphy, Diane Van Schlock, Stephen Van Schoyck, Cynthia Randall, and Paul Albrecht vs. PECO Energy, Docket No: C-2015-2475726* and David Carpenter MD for *Richard N. Myers vs PPL Electric Utilities Corporation, Docket No. C-2017-2620710*, just as two examples.

Complainants’ out-of-state independent Expert Witnesses, Dr. Carpenter MD and Dr Michrowski PhD, agreed to testify on our behalf. Many other similarly recognized and respected experts, including former CIA Director, James Woolsey, have called into question the security, privacy, safety, legality, and performance of current programs utilizing RF/EMF-based Smart Meters in a Smart Mesh.

21. Also, in Complainants filings to ALJ Watson and the PA PUC, we have submitted Grants of Equipment Authorization by the FCC for Respondent Duquesne Light Company’s / Itron’s Openway SK9AMI7 Smart Meter with its 802.15.4 ZigBee Module, establishing that, due to the collocation of both transceivers in the Itron Smart Meter, etc., they do not fully comply with their Grants of Equipment Authorization. As such, they do not fully comply with 66 Pa. C.S. § 1501 and 52 Pa. Code § 57.194.(a). This has been properly served to the PUC and the Respondent, and are part of our Formal Complaint record.

Refer: *Complainants’ 1/26/2024 Restatement of 1/17/2024 Motion for Summary Judgment.*

22. In our filings to ALJ Watson and the PA PUC, Complainants have established that the operation and forced deployment of these pulsed transmitting Smart Meters by Duquesne Light Company one-sidedly changes the endpoint electric user agreement of the non-commercial electricity consumer in a fundamental way, installing and operating utility transmitters and receivers on the Complainant's property, without full disclosure of all consequences to the rate payer, in violation of our contract and the law. This whole endeavor inappropriately and improperly applies and imposes Commercial law upon non-commercial people and residents, such as the Complainants, and deprives us of the full and safe use of our entire property.

23. Irrespective of all of this, Duquesne Light Company has already installed its Smart Meter on our parent's residence, at 810 Selby Way; Pittsburgh, PA 15203, which we inherited, and at which we spend time. Duquesne Light Company did this fully aware of our active Formal Complaint with the PA PUC. It went ahead and did this anyway, in violation of this Formal Complaint process. Again, we state that we have complained to Duquesne Light about this occurrence, and have not received any response or remedy to date.

24. Complainants, Michele Hriadil and Francis Hriadil, both elderly people with physical and financial limitations, and as ourselves in our Formal Complaint, continue to assert that we have been treated unfairly in this process. Complainants have been treated the same as a professional law firm, such as Tucker Arensberg P.C. representing Duquesne Light Company, with its specialized education, experience, significant staff, and resources. The US Supreme Court (Reference: *Haines v. Kerner*, 404 U.S. 520 (1971)), has ruled that people as themselves (that are, pro se) are not the same as professional attorneys, and should not be treated and judged as such. We do not have any staff or means to carry out multiple, comprehensive, detailed tasks concurrently in rapid manner, as has been required in the past. As has already been stated, Co-complainant Michele Hriadil has full time work commitments and responsibilities, and I, Co-complainant Francis Hriadil, with my health issues and limitations,

have consistently put forward a good-faith effort to comply with all Court requirements. But, by necessity and circumstances, Complainants cannot realistically and fairly be expected to comply with the speed of a professional law firm.

25. And again, Complainants are compelled to reiterate that Complainant Francis Hriadil has already been driven to the point of exhaustion, on more than one occasion during the course of this egregious process, due to the undue schedule burdens being placed on us by various ALJ issued orders, in violation of PA Code § 5.361(a)(2) and the Americans with Disabilities Act (ADA).

26. It seems that the legal system today, the way that it is being used and manipulated, and the focus of its “players”, are more about “wins and losses”, and less about right and wrong. It is more about “legal gamesmanship”, and less about truth and justice.

The PA PUC states that it has “no jurisdiction” over such issues as

- the Americans with Disabilities Act (ADA),
- Constitutional rights,
- Contract law,
- Human Rights,

and wantonly, blatantly, and blindly, implements a program such as this that usurps and violates the protections defined therein, for its own self-serving interest, agenda, and/or benefit, and/or the interest, agenda, and/or benefit of its benefactors and facilitators. It is less about adhering to a uniform constitutional legal standard and more about the whims, biases, and agendas of government, bureaucrats, judges, and ALJs.

27. The PA Supreme Court, on the one hand, defines a legal interpretative standard, which has been settled law for decades. The Commonwealth Court adheres to that standard and comes to a legitimate ruling on this matter. And, the PA Supreme Court disregards this same standard, its own defined standard, introduces extraneous arguments and constructs, and overrules the just finding of the Commonwealth Court.

28. The inherent rights and protections as human beings, acknowledged in the Constitutions of the country and the state of Pennsylvania, are being ignored and usurped. The rights and protections defined in the Americans with Disabilities Act (ADA) are being ignored and usurped. The individual and property rights and protections of private individuals and human beings, dependent on and requiring the use of electricity for our quality of life and well-being, are being usurped by the inappropriate expansion, application, and imposition of Commercial Law to our essential use of essential utilities, such as electricity, in our homes.

29. The PA PUC, and now the PA Supreme Court, state that this is a “universal mandate” when they know quite well that it is not. It is not being universally applied in this state, or anywhere else for that matter, as large segments of the Pennsylvania population, those covered by EDCs with less than 100,000 customers, are immune from this “universal mandate”. They have effectively and completely been “opted out” of this “universal mandate”. So, does an a Smart Meter Opt-Out exist in Pennsylvania? Yes, it does. It does for this class of Pennsylvanians. This is a material fact that cannot be denied. What makes this class of Pennsylvanians any different, any more special, or any more protected, than any other segment of the population in Pennsylvania? Nothing. What makes the class of Pennsylvanians serviced by EDCs with more than 100,000 customers any less deserving of this “opt-out”? Nothing. What is sacred or special about the number “100,000”? Nothing. They have been effectively, and arbitrarily, established as a “special class” and afforded a “privilege” denied the rest of Pennsylvanians. This is nothing short of discrimination, at its core.

30. What is happening with this Smart Meter deployment is against all sound reason and judgment. It is inappropriately being forced on Pennsylvanians, in our homes. But, it is not legitimate, equitable, adequate, safe, or effective, and it is not accommodating the needs and circumstances of elderly people, with health issues, etc. such as ourselves, at a minimum, and the public at large, in general.

66 Pa. C.S. § 1501 states that “Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, ... as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, ...

52 Pa. Code § 57.194.(a) An EDC shall furnish and maintain adequate, efficient safe and reasonable service and facilities, and shall make repairs, changes, alterations, substitutions, extensions and improvements in or to the service and facilities necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public.

The absurdity of this state-of-affairs is profound.

#### COMPLAINANTS CONCLUDING REMARKS:

31. In accordance with §2807 (f) (2) (i), and under the circumstances summarized herein, we restate that we have never requested and do not request an opt-in to this Smart Meter program. We have never requested and do not agree to a Smart Meter. And, we have never agreed and do not agree to pay the cost of a Smart Meter. We do not want the Smart Meter being deployed by Duquesne Light Company as it violates the intent of Act 129; it compromises our inalienable and constitutional rights, our well-being, safety, security, and privacy; and it fundamentally changes our status and contract as non-commercial people and rate payers in our homes. There is no legitimate overriding ethical, moral, legal, environmental, or economic reason to deploy and operate this Smart Meter on our residence, etc.

32. Any imposed deployment of the Duquesne Light Company Smart Meter on our residence, etc. will be against our consent. If Complainants are ultimately forced to accept a Smart Meter on our residence, it will be because we are under duress, and faced with the loss of all electric service. Any company, or agency such as the PA PUC, its Commissioners, ALJs, etc., cannot escape their liability in this program, and their accountability for any harm that befalls us, our family, and our property as a consequence.

CONSEQUENT MOTIONS:

The Complainants continue to aver the legitimacy of our claims, the truthfulness of our arguments, the inviolate nature of our inalienable rights as citizens, private property owners, and human beings dependent on and requiring the use of electricity for our quality of life and well-being, in our homes. Complainants still believe that the PA PUC, in its fiduciary capacity, has the duty, responsibility, and authority to amend and correct its Implementation Order.

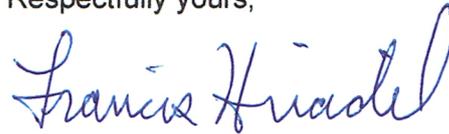
WHEREFORE, in light of these circumstances, Complainants Michele Hriadil and Francis Hriadil respectfully submit that the Honorable ALJ DeVoe

1. deny and dismiss the Respondent's Motion for Summary Judgment,
2. grant an immediate Summary Judgment in favor of the Complainants, our Complaint, and grant our request for relief, and against the Respondent, for the reasons stated herein, including but not limited to the fact that the Respondent's Itron Smart Meters, as constructed and operated, with their collocated SK9AMI7 and 802.15.4 ZigBee Modules, etc. do not fully comply with their FCC Grants of Equipment Authorization, and as such, do not fully comply with 66 Pa. C.S. § 1501 and 52 Pa. Code § 57.194.(a). and as a de facto "opt-out" already exists for a segment of the Pennsylvania population,  
and order that the Respondent  
not install its Smart Meter on our residence at 331 Shady Ridge Drive, Monroeville, Pennsylvania, and immediately remove the Smart Meter it has installed improperly on our property at 810 Selby Way; Pittsburgh, Pennsylvania, against our expressed wishes and written notifications, and in violation of this Formal Complaint proceeding, and safely replace it with an electro-mechanical, analog, non-RF-emitting electric meter of the exact type formerly installed on that home.  
or, grant an immediate Stay in this proceeding, in the interest of judicial economy, the preservation of resources, and the adherence to Due Process, until the relevant cases in Commonwealth Court, including but not limited to those cited in para. 4 herein, which have a clear bearing on this matter, are fully adjudicated.
3. or grant, the Respondent's requested 60-day Stay to allow the Complainants and the Respondent to explore accommodations that truly address Complainants' needs concerns, and convenience, that provide a service and a setup that is no less

safe, secure, and reliable than our current service and setup, and that do not impose an undue burden on the Complainants, including the establishment of a tailored Customer Service Policy, as provided in the PA Supreme Court ruling, cited herein, that provides “for the accommodation, convenience, and safety” of the Complainants.

Complainant’s Certificate of Service has been filed with the Commission’s Secretary, in accordance with Commission Regulations.

Respectfully yours,



Francis Hriadil  
(412) 779-3314  
331 Shady Ridge Drive  
Monroeville, PA 15146  
February 6, 2024

All rights endowed by our Creator reserved.  
All civil rights reserved.  
UCC 1-308 invoked.





= [ EXHIBIT A-2 ] =

# MEDICAL WELLNESS *Associates*

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April 24, 2018

Francis M. Hriadil  
331 Shady Ridge Dr.  
Monroeville, PA 15146

Re: Smart meter

Dear Mr. Hriadil,

The following letter is being provided at your request as it relates to your concerns about electromagnetic (EMF) or radiofrequency (RF) exposure from a utility "Smart Meter" or AMI.

There has been a great deal of debate over this subject with most of the attention being focused upon the electromagnetic fields being generated by cell phones. In May 2011 the International Agency for Research on Cancer (IARC), a World Health Organization agency, reviewed radiofrequency fields from cell phones and classified them as a Group 2B which is *Possibly carcinogenic to humans*. The operating frequencies of cell phones is between 450 and 2700 MHz with peak powers in the range of 0.1 to 2 watts. A "Smart Meter" operates at a frequency of 902 MHz and 2.4 GHz at a power range around 1 watt.

Currently, the FDA indicates that the weight of scientific evidence has not linked health problems to these frequencies but research continues to examine the potential health implications associated with chronic exposure. The FDA has suggested steps to reduce exposure to radiofrequency energy by doing the following: (1) use cell phones for short conversations or (2) use a hands-free device to place more distance between the head and phone of the user.

The American Academy of Environmental Medicine (AAEM) adopted a position statement on July 12, 2012 on the adverse effects of EMF and RF exposure. In their statement patients that are electromagnetically sensitive may experience a wide variety of adverse health effects. Among the conditions that the AAEM listed that are part of your chief complaints are: paresthesias of fingers and toes, musculoskeletal pain, digestive disturbances, disturbed sleep and fatigue. The combined effects of these various health complaints and the additional emotional stress of being further exposed to higher levels of EMFs is a concern.

In conclusion, it is recommended that you not be exposed to RF/EMF frequencies generated by a "Smart Meter" based on your current clinical condition as well as from a preventive standpoint.

Sincerely,

Martin Gallagher, MD, DC, ABOIM  
Board Certified Family Medicine  
Board Certified Integrative Medicine  
Physician Acupuncturist  
Chiropractor

MPG/whf

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Respondent's Motions in Limine, and accept Complainants' Expert Witnesses and evidentiary documentation.

3. The Respondent has made repeated attempts at doing this, none of which were granted, and they should not be granted now.

Complainant's Certificate of Service has been filed with the Commission's Secretary, in accordance with Commission Regulations.

Respectfully yours,



Francis Hriadil  
(412) 779-3314  
331 Shady Ridge Drive  
Monroeville, PA 15146  
February 6, 2024

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All civil rights reserved.  
UCC 1-308 invoked.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michele Hriadil and  
Francis Hriadil,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2016-2571726

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of Complainants' Response to Respondent's Motion Requesting a Pre-Hearing Ruling on Respondent;s Pending Motions in Limine upon the participants listed below in accordance with the requirements of 52 PA.

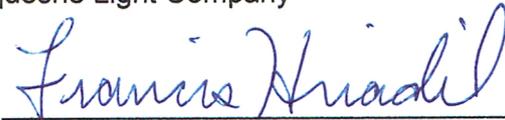
Code § 1.54 (relating to service by a participant):

*Via eMail Filing per Direction of Dan Pallas, PA PUC*  
Judge Emily I DeVoe  
PA PUC Pittsburgh Administrative Law Judge Office  
301 Fifth Ave, Suite 220  
Piatt Place  
Pittsburgh, PA 15222

*Via eMail Filing per Direction of Dan Pallas, PA PUC*  
Jeremy V Farrell, Esquire  
Taylor Riedel, Esquire  
One PPG Place - 1500  
Pittsburgh, PA 15222  
(412) 594-5619 (Fax)

Counsel for Respondent, Duquesne Light Company

Dated this 6<sup>th</sup> day of February, 2024



Michele and Francis Hriadil  
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Monroeville, Pennsylvania

(412) 779-3314

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