

200 Brook Hollow Road  
Mount Pleasant, PA 15666

March 18, 2025

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

Re: Michael T. Jennings v. West Penn Power Company  
Docket No. C-2018-3006031

Dear Secretary Chiavetta,

Attached please find my **Exceptions to the Initial Decision of Administrative Law Judge Gail Chiodo** issued on February 28, 2025 in the above referenced proceeding in the above-referenced matter. This document has been served on FirstEnergy Pennsylvania Electric Company (West Penn Rate District) as shown in the Certificate of Service.

Please contact me if you have any questions.

Very Truly Yours,



Michael T. Jennings  
724-613-4262  
Lilmac2@zoominternet.net

ssj  
Enclosures

CC: ALJ Chiodo  
West Penn Power, as per Certificate of Service  
Curtis Renner Esquire  
Office of Special Assistants

200 Brook Hollow Road  
Mount Pleasant, PA 15666

March 18, 2025

**VIA E-FILING, ELECTRONIC MAIL, AND FIRST CLASS MAIL**

Administrative Law Judge Gail Chiodo  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

**Re: Michael T. Jennings v. West Penn Power Company  
Docket No. C-2018-3006031**

Dear Honorable Judge Chiodo,

Attached please find my **Exceptions to the Initial Decision of Administrative Law Judge Gail Chiodo** issued on February 28, 2025 in the above-referenced matter. This document has been served on FirstEnergy Pennsylvania Electric Company (West Penn Rate District) as shown in the Certificate of Service.

Please contact me if you have any questions.

Respectfully Submitted,



Michael T. Jennings  
Complainant

ssj

Cc: Rosemary Chiavetta, Esq. Public Utility Commission  
As Per Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>MICHAEL T. JENNINGS</b>	:	
	:	
<b>v.</b>	:	<b>Docket No. C-2018-3006031</b>
	:	
<b>WEST PENN POWER COMPANY</b>	:	

**EXCEPTIONS OF COMPLAINANT MICHAEL T. JENNINGS, *PRO SE*  
TO THE INITIAL DECISION OF ALJ GAIL CHIDO  
ISSUED ON FEBRUARY 28, 2025**

**MARCH 18, 2025**

## TABLE OF CONTENTS

I. INTRODUCTION.....	1
II. EXCEPTIONS.....	1
A. EXCEPTION NO. 1.....	1
B. EXCEPTION NO. 2.....	5
C. EXCEPTION NO. 3.....	5
D. EXCEPTION NO. 4.....	7
E. EXCEPTION NO. 5.....	9
F. EXCEPTION NO. 6.....	17
G. EXCEPTION NO. 7.....	18
H. EXCEPTION NO. 8.....	18
I. EXCEPTION NO. 9.....	19
J. EXCEPTION NO. 10.....	20
K. EXCEPTION NO. 11.....	24
L. EXCEPTION NO. 12.....	25
M. EXCEPTION NO. 13.....	26
III. Conclusions.....	28

## I. INTRODUCTION

Pursuant to Section § 5.533 of the Commission's regulations, 52 Pa. Code 5.33, Mr. Michael T. Jennings, the Complainant, hereby submits these Exceptions to the Initial Decision of Administrative Law Judge (ALJ) Gail Chiodo issued on February 28, 2025.

ALJ Chiodo's Initial Decision is wrought with biases, misinformation, misleading presentations, and legal irregularities which are detailed in the Exceptions presented below. The Complainant's due process rights have been violated through bias, collusion and prejudicial actions throughout this complaint process which includes ALJ Watson. This is also discussed in the Complainant's Exceptions.

One of the first, most detrimental instances of bias and collusion in the Instant Case is ALJ Watson's **prejudicial action of shielding WPP and not requiring them to honestly answer the interrogatory requesting the date a "smart" meter was deployed on Complainant's former home, especially in light of the fact that WPP's objections were filed almost three months late.** The refusal to answer this basic question is considered **an affirmative admission** that a wireless digital meter was deployed just prior to Complainant's son's sudden and severe seizure episodes in March of 2017. Certainly, **if WPP had data to the contrary** of a deployment date during the months of February or March 2017, they would have already presented that information **and the Complainant's formal complaint would have been closed.**

## II. EXCEPTIONS

### A. Exception No. 1: ALJ Chiodo erred by ignoring the Complainant's arguments that the Instant Case is NOT moot [ID p. 29-32] which was thoroughly discussed in his Petition dated January 9, 2025.

Because information concerning the Instant Case has been purposely misconstrued, distorted, and misinterpreted, the Complainant would like to set the record straight on mootness. The Complainant's case is **NOT** moot.

There are limited exceptions to the mootness doctrine and the instant complaint meets three prongs: "*Although we generally will not decide moot cases, exceptions are made when (1) the conduct complained of is capable of repetition yet evading review, or (2) involves questions important to the public interest, or (3) will cause one party to suffer some detriment without the Court's decision.*" *Clinkscale* , [101 A.3d at 139](#) (quoting *Phila. Pub. Sch. Notebook v. Sch. Dist. of Phila.* , [49 A.3d 445, 448-49](#) (Pa. Cmwlth. 2012)).

**First**, the conduct Complainant has complained about is most definitely capable of repetition if a "smart" meter is deployed on complainant's current home/property. There is a threat and strong possibility of exacerbating his son's epilepsy, yet again, to the point of status epilepticus, which could be his demise, should a "smart" meter be deployed as it was in March 2017 on Complainant's former home. The Complainant's son had an atypical 115 seizures in

one night and 109 the next in the hospital after the deployment. The Complainant can **NOT** have this travesty repeated.

**Second**, the Instant Case most definitely involves questions important to the public interest. Thousands of customers have complained about “smart” meters, hundreds have pursued legal recourse to prevent or remove “smart” meter deployments, and the Complainant represents the public and already had a life-threatening experience after a “smart” meter deployment. In FirstEnergy’s 2018 Annual Progress Report Smart Meter Technology Procurement and Installation Plan (For the Twelve-Months Ended June 30, 2018) <https://www.puc.pa.gov/pcdocs/1579284.pdf>, they state on page 2, “...there have been approximately 5400 disputed installations since project inception. Thus far, more than 5,000 disputes have been positively resolved in favor of smart meter installation.” When they state that the disputes “have been positively resolved in favor of smart meter installation,” that means that the PA PUC ruled against the complainants and the **disputes were positively resolved in favor of the utilities, not the complainants.**<sup>1</sup> To date, not one complainant has won their formal complaint, even with paid, credible expert witnesses. This highlights the need for a legal remedy. This issue is definitely and undeniably in the public interest.

**Third**, the Complainant and his family are the parties that **will “suffer some detriment”** without the Commission’s decision to grant an ADA accommodation. More to the point, this detriment is **substantial**. This relief is warranted because if a “smart” meter is allowed to be deployed on Complainant’s current home, his son could experience life threatening exacerbation of his epilepsy disability, just as occurred earlier in 2017, discussed above. Deployment of another “smart” meter on Complainant’s current home/property would be detrimental in the instant complaint. The termination of electrical service also constitutes a detriment for a family with disabilities.

Under the established mootness doctrine discussed above, a case is not moot if it falls under one of the recognized exceptions. The Instant Case meets **all three exceptions**, making dismissal on mootness **extremely improper**.

It is permissible for the Commission to grant the Complainant’s request for an ADA Accommodation per the Supreme Court’s decision in *Povacz II* which states, “...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.”<sup>2</sup> Even if Act 129 was a mandate, the PA Supreme Court has decided to protect people with disabilities, regardless of proof of harm. A customer service policy is the second method by which WPP should accommodate the Complainant and his family, although the Complainant maintains that a customer service policy is actually not needed for an ADA accommodation. The

---

<sup>1</sup> When the PA PUC lifted the stay in November of 2023, there were approximately 107 active Formal Complaints against the deployment of “smart” meters. The earliest went back to 2009 and the latest to 2023, the year the stay was lifted. How many more complaints have been filed since then?

<sup>2</sup> PA Supreme Court Dockets *Povacz, M v. PUC*, No. 34-45 MAP 2001, p. 7, footnote 5.

*Povacz II* ruling does NOT preclude relief here, as the PA Supreme Court explicitly left room for reasonable accommodations.

Further, evidence of Respondent's mootness is found in its Reply Brief at pp. 15-16, as the Respondent corroborates exactly what the Complainant has declared throughout his Complaint:

*"(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.**" [Emphasis added.]*

It is crystal clear from the plain language of the text that a request and an agreement to pay the cost for a "smart" meter is required **before** a "smart" meter can be deployed, as the Respondent so aptly highlighted in its Reply Brief.

From day one, the Complainant has stated he did **NOT** request a "smart" meter as he did not want to change his contract with WPP nor did he ever agree to pay for a "smart" meter. The Respondent's discussion referencing 66 Pa.C.S. § 2807(f)(2)(i) (Respondent's Reply Brief p. 16, paragraph one) was vague, irrelevant to the citing of § 2807(f)(2)(i), and devoid of proof of the Complainant's request for said "smart" meter because the Complainant never requested one, nor did he ever agree to pay for one.

The Respondent wholly failed to present any evidence at all that the Complainant requested a "smart" meter and agreed to pay the cost of said "smart" meter at the time of request. Where is the signed documentation from the Complainant requesting said meter? Where is the signed documentation from the Complainant agreeing to pay for said meter?

Undoubtedly the Respondent did not establish evidence that Complainant made a request for a "smart" meter due to the fact that the Complainant has fervently asked for an ADA accommodation for six years. A request for an ADA accommodation and six years of fighting a deployment does not equate to a request for a "smart" meter, nor is it an agreement to pay for one.

Respondent avers at p. 16 of its Reply Brief that *"Throughout the Complaint – and through the Evidentiary Hearing and in his Main Brief - the Complainant alleges various vague health and safety concerns related to smart meters but failed to provide any reliable evidence in support of these allegations at the Evidentiary Hearing."* Respondent is correct on one point, there is no evidence in the record; **however, Mr. Meehan obfuscates the truth of the matter.**

In the first place, the Complainant is not alleging various vague health and safety concerns, but speaks of **actual harm** his son endured because of the deployment of a "smart" meter on his former home which exacerbated his epilepsy to the point of status epilepticus.

There is more than a mere trace of evidence or a suspicion as he had 115 seizures in one day and 109 the next day in the hospital.

Secondly, the Complainant is not relying solely upon his own assertions to establish his family's disabilities. The Complainant provided letters from licensed physicians and others which corroborate the disabilities. These 12 letters, all but 2 of the Complainant's exhibits, Dr. Semelka's testimony and appearance at the hearing were **wrongfully expunged in prejudicial actions during the Complainant's hearing on July 24, 2020**. Expunging and ignoring the explicit medical directives from licensed medical doctors is unreasonable. It is also unreasonable to prevent the Complainant from fairly arguing his case through prejudicial actions. Please see Complainant's Reply Brief, Attachment RB-1, Attachment RB-2, Attachment RB-3, and Attachment RB-4, which contains the aforementioned letters from doctors, the Social Security Administration, and much more.

**And most importantly**, the issue that "...the Complainant has failed to sustain his burden of proof..." is a **moot point** with the PA Supreme Court decision. The PA Supreme Court's decision states "*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,*" [Povacz II, p. 7 footnote 5.] regardless of proof of harm. Even in the absence of a Section 1501 violation, WPP is not precluded from providing the Complainant a reasonable accommodation **pursuant to a customer service policy**. The PA Supreme Court has decided to protect people with disabilities, regardless of proof of harm.

WPP and the PA PUC must comply and obey the PA Supreme Court decision, and as such, federal intervention is not required. Therefore, the PA PUC is quite able to provide an ADA accommodation in the Instant Case. A customer service policy is the second method by which WPP should accommodate the Complainant and his family, although the Complainant maintains that a customer service policy is actually not needed for an ADA accommodation.

Under *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009), a complaint must include **specific factual allegations** that make relief plausible, not merely possible. The Complainant's argument meets this standard by:

- **Providing specific facts** (the son's medical history, prior smart meter harm, the risk of recurrence);
- **Citing relevant legal authority** (*Povacz II*, ADA, and public utility regulations); and
- **Presenting a plausible claim** (the request for an ADA accommodation is consistent with *Povacz II*, established law, and public policy).

Conversely, the Respondent has failed to **present any factual evidence**. Under *Iqbal*, **conclusory assertions and legal arguments alone are insufficient for dismissal**.

For all of the reasons discussed above, the Complainant has demonstrated that the Instant Case is **not moot** under any standard, and has shown that the Respondent's stance is

moot. The Instant Case meets all three exceptions of the mootness doctrine, making dismissal on mootness grounds highly improper. The **harm** is likely to recur and is **not theoretical or speculative, but imminent** should another “smart” meter be deployed – the risk of life-threatening seizures remains. Under *Ashcroft v. Iqbal*, the Complainant’s claims are **well-pleaded, factually specific, and legally sufficient**. Accordingly, the Respondent’s mootness argument should be **rejected**, and the Commission should rule in favor of the Complainant and the Respondent should be denied and dismissed with prejudice. The Commission retains the ability to grant an ADA accommodation, which *Povacz II* **does not prohibit**.

**B. Exception No. 2: ALJ Chiodo erred by continuing to use the incorrect term “health situations,” and “health concerns.” [ID p. 2, 30, etc.]**

The ALJ has erred by deliberately misconstruing **actual harm** to “health situations” and “health concerns.” It was made perfectly clear in the Complainant’s brief and reply brief that **harm from the deployment of a “smart” meter is the major issue**. Status epilepticus is a **dangerous condition in which epileptic seizures continue without recovery of consciousness between them. The severity of this bona fide medical problem immediately following the installation of a “smart” meter on our previous home is anything but a health ‘concern’ or a ‘situation.’ It was harm, plain and simple**, and continuing to misconstrue the facts concerning Complainant’s case is a clear error of the ALJ.

The Complainant’s son was **harmed** by the deployment of a “smart” meter on his former home in March 2017. The Complainant’s son had 115 seizures in one day and 109 the next day in the hospital which is **harm**. The Respondent has **never** proven the Complainant wrong. In fact, the Respondent gave an affirmative admission that a “smart” meter was indeed deployed on Complainant’s home in March 2017 by refusing to answer this simple question. Had the Respondent proven that a meter was deployed at a time other than what the Complainant has stated, the Complainant’s formal complaint would have been dismissed on day one.

**C. Exception No. 3: ALJ Chiodo erred when she rendered her Initial Decision to deny and dismiss the Complainant’s Formal Complaint on February 28, 2025 [ID at 1,47] as she is practicing medicine without a license which is illegal in all states. ALJ Chiodo is making medical and human health determinations in this case and ignoring the explicit medical directives from numerous licensed medical doctors who are trusted by the Complainant and his family.**

Does the ALJ and the PA PUC Commissioners know that practicing medicine without a license is illegal in **ALL** states? “All states” includes the state of Pennsylvania. The sentences can range from prison time to fines in addition to prison time. *“Laws vary by state, but practicing medicine without a license is illegal in all states. Common sentences range from one to eight years in prison, depending on whether it’s a misdemeanor or felony offense. Many judges will*

also impose fines in addition to prison sentences.”<sup>3</sup> Anyone involved in making this decision, including PA PUC Commissioners, is committing a crime.

There is no doubt that the ALJ has seen all of the Complainant’s doctors’ directives [ID p. 16] stating that they not have a smart meter in or on their home, including the following:

- i. **Dr. Michael Semelka of EHMG Norvelt Family Medicine** – *“I am in support of McKenzie Jennings’ parents’ wishes not to have a Smart Meter placed on or in their house due to concerns about it potentially **exacerbating McKenzie’s severe seizure disorder.**”<sup>4</sup>*
- ii. **Dr. Gil Perez of the Highlands Hospital Family Health & Wellness Center** – *“EMFs emitted by a smart meter could directly or indirectly cause McKenzie to experience a seizure, which is a problem he has already; directly from lowering the threshold and indirectly from causing a stress-induced seizure. In summary, it is **my professional medical opinion that a smart meter not be installed at the residence where McKenzie lives for reasonable fear that EMFs may cause a worsening of his medical conditions.**”<sup>5</sup>*
- iii. **Dr. Lyla Gumbs of the Cleveland Clinic Center for Functional Medicine** - wrote due to the health effects on *“medically vulnerable populations, it is **my professional opinion that the Jennings household be exempted from the requirement of Smart Meter Usage.**”<sup>6</sup>*

ALJ Chiodo, by excluding these documents from the record and by rendering this decision in light of doctors’ opposing recommendations, is in actuality, practicing medicine without a license as she believes she is more qualified than the Complainants trusted medical physicians. This determination is an unreasonable action and can have dire consequences for the Complainant’s son and family and ALJ Chiodo places herself in the position of being complicit, culpable, and liable (jointly and severally) in this instance.

Since no one making these decisions (ALJ, Commissioners, Mr. Ahr) holds a medical degree in this Commonwealth, such a ruling would therefore represent not only an unprecedented forced exposure against a patient, but also against the medical advice of a licensed treating physician based on their detailed history and examination of a patient. This is problematic because if the Commission accepts the ALJ’s initial ruling in this case, it will be making a decision with NO research on “smart” meters, as there is none, and asserting it has better medical expertise than the Complainant’s family’s numerous physicians.

The ALJ is ignoring and overriding the Complainant’s family’s physicians’ medical directives and taking on the role of diagnosing and recommending appropriate treatments for

---

<sup>3</sup> Andrew Suszek, J. D. · D. U. C. of L. (2015, March 18). *Practicing medicine without a license: Criminal and Civil Liability*. [www.alllaw.com. https://www.alllaw.com/articles/nolo/medical-malpractice/practicing-without-license-criminal-civil-liability.html](https://www.alllaw.com/articles/nolo/medical-malpractice/practicing-without-license-criminal-civil-liability.html)

<sup>4</sup> PA Supreme Court Dockets Povacz, M v. PUC, No. 34-45 MAP 2021, Amicus Curiae Brief on Behalf of Jennings Family, p. 3.

<sup>5</sup> Ibid. p. 2-3.

<sup>6</sup> Ibid. p. 3.

utility customers which amounts to practicing medicine without a license. This is an unlawful action and it comes with the responsibility of medical liability in relation to the consequences of the decision. Does the Commission or ALJ have medical degrees? Have a background in neurological health? Have medical malpractice insurance? Therefore, anyone involved in making this decision, including PA PUC Commissioners, is committing a crime.

The ALJ states at the website for The Disciplinary Board of the Supreme Court of Pennsylvania “*I do not maintain professional liability insurance because I do not have private clients and have **no possible exposure to malpractice actions...***” [Emphasis added.] The ALJ’s statement “no possible malpractice actions” is false. The ALJ is certainly making decisions that impact the outcome of Complainant’s formal complaint where doctors have patently articulated their medical directives in letters to FirstEnergy, West Penn Power, and Mr. Stephen M. DeFrank, that the “smart” meters should not be deployed for medical reasons.

**D. Exception No. 4: ALJ Chiodo erred by relying on an electrical engineer to determine biological safety of the “smart” meters. [ID pp. 18-19]**

The Complainant has no reason to dispute Mr. Ahr’s numerous titles. [ID p. 18] The Complainant believes it is safe to say that electrical engineers are not licensed medical doctors and are not experts in human health. Mr. Ahr did not identify any medical licenses or any experience in human health. Mr. Ahr obviously has no knowledge or expertise to provide any insight into human health and is not qualified to make an acceptable ADA accommodation recommendation or any licensed medical directives. Mr. Ahr only provided information on the performance of the meters, but nothing about medical safety. [WPP Exhibit JCA-1]

Mr. John Ahr stated in an interrogatory [Set I, No. 11] that WPP is not a hospital or a licensed medical doctor. There is also no evidence at the PA PUC’s or at FirstEnergy’s website that WPP is a hospital or licensed medical doctor. There is no evidence anyone has taken the oath of “first, do no harm,” nor do they have a staff of licensed medical doctors or any employee who has expertise in human health. Yet WPP has usurped the role of licensed medical doctor without consent and should not be making decisions that a licensed medical doctor should be making per 52 Pa. Code § 56.111: Emergency Provisions and per 66 Pa. C.S.A. § 1406 (f): **Responsible Utility Customer Protection.**<sup>7</sup> Ignoring licensed medical doctors’ explicit medical directives and not providing an appropriate ADA accommodation is **NOT** responsible consumer protection nor is it reasonable. Furthermore, Mr. Ahr is a paid employee of WPP, has an engineering background which is irrelevant to the Instant Case, and his medical statements are equally unqualified, unwarranted and prejudicial.

The only information Mr. Ahr has provided is the Company Smart Meter Deployment Plan. [ID p. 19] The Complainant provided 62 exhibits which constituted a 254:0 ratio of studies (including the references in studies provided) in comparison to Mr. Ahr.

---

<sup>7</sup> 52. Pa. Code § 56.111, Retrieved from: <http://www.pacodeandbulletin.gov/Display/pacode?file=%2Fsecure%2Fpacode%2Fdata%2F052%2Fchapter56%2Fs56.111.html>

Mr. Ahr relies on FCC, ANSI and UL ratings. These entities are irrelevant as they only deal with thermal safety. None of these industry entities are licensed medical doctors and are not focused on human health, medical safety, medical harm or the exacerbation of existing disabilities. Rather, these entities are focused on **the performance and the technical nature** of the meters. Standards and guidelines do not address medical or biological harm. Technical and performance guidelines from aforementioned entities are replacing the explicit medical directives of Complainant's licensed physicians which is absurdly unreasonable.

Mr. Ahr is also relying on Itron® "standards." These standards are also **technical and performance** related and do not address medical issues or exacerbation of disabilities. These "standards" refer to the fact that the meters are accurately and reliably delivering meter data to utilities. "Such personnel" are not Complainant's trusted licensed medical doctors and do not hold medical degrees. Mr. Ahr is putting his full faith and trust in **marketing materials** when it comes to safety and harm, which is preposterous. Absolutely no biological or medical testing was performed by Itron.

*"While Itron® strives to make the content of its **marketing materials** as timely and accurate as possible, Itron® makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of, and expressly disclaims liability for errors or omissions in, such materials..."*<sup>8</sup> [Emphasis added.]

Marketing materials are just that, tools companies develop to promote their products and services. The marketing materials give no opinion from licensed medical doctors or any medical information concerning biological safety. Plus, there is no continued compliance testing to ensure the meters comply with the outdated, decades old FCC guidelines.

Where are the studies to prove biological safety of the digital meters? **There are no studies as the "smart" meters were never tested for biological safety.** The only studies provided to the Complainant in this proceeding were irrelevant, industry-biased, outdated decades old, cell phone studies. These meters are much more than a cell phone as they have two antennas co-located in one device which violates the FCC's Grant of Equipment Authorization for each antenna. **The burden of proof is on the Respondent to show the Complainant studies on the "smart" meters which prove biological safety, not irrelevant cell phone research.**

Due to the facts above, Mr. Ahr is a true lay witness. Mr. Ahr giving an expert opinion in this case amounts to the unauthorized practice of medicine without a professional medical license as WPP opines the wireless digital utility meter technology is safe for the Complainant's family who have numerous disabilities and impairments recognized by the Americans with Disabilities Act (ADA) and **in light of licensed medical doctors' explicit medical directives to the contrary.** This is an unreasonable decision.

---

<sup>8</sup> OpenWay® CENTRON® Meter  
<https://www.itron.com/-/media/feature/products/documents/spec-sheet/openway-centron-meter.pdf>

Allowing Mr. Ahr to make medical and human health determinations in this case, and ignoring explicit medical directives from licensed medical doctors, is unreasonable and can have dire consequences for the Complainant's son and family. If a wireless digital utility meter is deployed on the Complainant's property **against explicit medical advice from the professionals who should be making this decision**, the Commission and others would be personally liable as this is *ultra vires* and constitutes professional negligence which is a criminal offense.

How does Mr. Ahr know the Complainant's family's medical needs better than their treating physicians? Why does Mr. Ahr believe that the Complainant must ignore the medical advice of physicians the family trusts in favor of his opinion as an electrical engineer?

Mr. Ahr, and **anyone else** making medical decisions in the Complainant's case, is complicit, culpable, and liable (jointly and severally) as they are, in actuality, practicing medicine without a license which is a criminal offense. Are Mr. Ahr, ALJ Chiodo, and the Commissioners willing to be liable for this decision?

**E. Exception No. 5: ALJ Chiodo erred by assuming the *Povacz II* SC decision rendered PUC regulations, utility codes, and other statutes null and void. [ID p. 23-31]**

Nowhere in the *Povacz II* SC decision is it noted that all PUC regulations, utility codes, other Pennsylvania or Federal statutes are null and void. The PUC and utilities must comply with the following (not a comprehensive list):

1. **PA Public Utility Commission Mission Statement** - The PA PUC has an **explicit fiduciary duty to serve the People**. mission statement which clearly states they will balance the **needs of consumers** and utilities, **will ensure safe** and reliable utility service, **will protect the public interest**, and more.<sup>9</sup> [Emphasis added.]
2. **52 Pa. Code § 56.111: Emergency Provisions** – “A public utility may not terminate service, or refuse to restore service, to a premises when a licensed physician, physician assistant, or nurse practitioner has certified that the customer or an applicant seeking restoration of service under § 56.191 (relating to payment and timing) **[OR] a member of the customer's or applicant's household is seriously ill or afflicted with a medical condition that will be aggravated by cessation of service. The customer shall obtain a letter from a licensed physician, physician assistant or nurse practitioner verifying the condition and promptly forward it to the public utility. The determination of whether a medical condition qualifies for the purposes of this section resides entirely with the physician, nurse practitioner, or physician assistant and not with the public utility. A public utility may not impose any qualification standards for medical certificates other than those specified in this section.**” [Emphasis added.]

---

<sup>9</sup> <https://www.puc.pa.gov/about-the-puc/>

The Complainant's son is a member of a customer's household and is afflicted with numerous medical conditions that will be aggravated by cessation of service. The Complainant obtained numerous letters from licensed physicians, physician assistant and others. The decision in the Instant Case resides entirely with the physician, nurse practitioner, or physician **and not with the public utility.**

3. **52 Pa. Code 5.406 (a)(2) Public Documents.** "An official report, decision, opinion, published scientific or economic statistical data or similar public document which is issued by a governmental department, agency, committee, commission or similar entity which is shown by the offeror to be reasonably available to the public."

ALJ Watson moreover violated 52 Pa. Code 5.406 (a)(2) when he refused to accept as evidence Complainant's numerous exhibits which were public documents of official reports; published scientific data including research from the Institute of Electrical and Electronics Engineers (IEEE), the world's largest technical society; many exhibits which had already been authenticated from previous hearings; and governmental reports; all which were more than reasonably available to the public. These exhibits were wrongfully expunged from the record thereby stripping the Complainant of his due process. [Complainant's Main Brief, pp. 7, 12-14, 29, 32-42

4. **Title 2 Pa. C.S. 505 – Evidence and cross-examination.** "**Commonwealth agencies shall not be bound by technical rules of evidence at agency hearings, and all relevant evidence of reasonably probative value may be received.**"<sup>10</sup>

The Pennsylvania Public Utility Commission, a Commonwealth agency, is not bound by technical rules of evidence at agency hearings and therefore may receive all relevant evidence of reasonably probative value.

"Under the relaxed evidentiary standards applicable to administrative proceedings, as provided under 2 Pa. C.S. § 505, **it is well-settled that simple hearsay evidence, which otherwise would be inadmissible at a trial, generally may be received into evidence and considered during an administrative proceeding.**" *D'Alessandro v. Pennsylvania State Police*, 937 A.2d 404, 411, 594 Pa. 500, 512 (2007).

However, despite the evidentiary standards and criteria listed supra, in the course of the proceedings of the Instant Case, ALJ Watson utterly failed to apply careful judicial scrutiny to the Complainants' evidentiary exhibits in light of those standards and criteria and despite the fact that much of the evidence was published in **public documents**. Nonetheless, virtually all of the Complainants' evidentiary exhibits concerning biological safety were denied admission into the record.

---

<sup>10</sup> Title 2, Pa. C.S. 505

<https://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=02&div=0&chpt=5&sctn=5&subctn=0>

5. **66 Pa. C.S.A. § 1406 (f): Responsible Utility Customer Protection<sup>11</sup> (f) Medical certification** – “A public utility **shall not terminate service** to a premises when a customer has submitted a medical certificate to the public utility. The customer shall obtain a medical certificate **verifying the condition** and shall promptly forward it to the public utility. The medical certification procedure shall be implemented in accordance with commission regulations.”

The Complainant notified FirstEnergy, West Penn Power and Mr. Stephen M. DeFrank, **but never heard from anyone**, [ID p. 18] on how to proceed or on the ADA accommodation or the medical certificate procedure, even after the *Povacz II* decision. The PA Supreme Court offers a second option for accommodation in their decision of *Povacz et al v. PUC*, no. 492, C.D. 2019, October 8, 2020,<sup>12</sup> at page 7, footnote 5. The footnote states “...**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.**” [Emphasis added.] Even if Act 129 was a mandate, the PA Supreme Court has decided to protect people with disabilities, regardless of proof of harm. A customer service policy is the second method by which WPP should accommodate the Complainant and his family, although the Complainant maintains that a customer service policy is actually not needed for an ADA accommodation.

6. **207.33 Code of Judicial Conduct**

**Rule 2.2. Impartiality and Fairness.** “A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially. Comment:

(1) To ensure **impartiality and fairness to all parties**, a judge must be objective and open-minded.

(4) **It is not a violation of this Rule for a judge to make reasonable accommodations to ensure pro se litigants the opportunity to have their matters heard fairly and impartially.**”<sup>13</sup> [Emphasis added.]

**Rule 2.3. Bias, Prejudice, and Harassment.** “Under the judicial code of conduct, a judge shall act without bias or prejudice.

(A) A judge shall perform the duties of judicial office, including Administrative duties, **without bias or prejudice.**

(1) **A judge who manifests biased or prejudice in a proceeding impairs the fairness of the proceedings and brings the judiciary into dispute.**”<sup>14</sup> [Emphasis added.]

---

<sup>11</sup> 52 Pa. Code § 56.111, Retrieved from:

<http://www.pacodeandbulletin.gov/Display/pacode?file=%2Fsecure%2Fpacode%2Fdata%2F052%2Fchapter56%2Fs56.111.html>

<sup>12</sup> PA Supreme Court Dockets *Povacz, M v. PUC*, No. 34-45 MAP 2001, p. 7.

<sup>13</sup> 207.33 Code of Judicial Conduct. Subchapter A, Rule 2.2. Impartiality and Fairness,

<http://www.pacodeandbulletin.gov/Display/pacode?file=/secure/pacode/data/207/chapter33/chap33toc.html&d=reduce>

<sup>14</sup> *Ibid.*, Rule 2.3. Bias, Prejudice, and Harassment.

**Rule 2.6. Ensuring the Right to Be Heard.**

*“(A) A judge shall accord to every person or entity who has legal interest in proceedings, or that person or entity’s lawyer, **the right to be heard according to the law.***

*(1) **The right to be heard is the central component of the fair and impartial system of justice.** Substantial rights of litigants can be protected only if procedures **protecting the right to be heard** or observed.”<sup>15</sup> [Emphasis added.]*

*(2) Examples of manifestations of bias or prejudice include but are not limited to...**intimidating acts...**” [Emphasis added.]*

The truth of the matter is that ALJ Watson prevented the Complainant from making his case through unreasonable and prejudicial actions, bias, and collusion. **ALJ Watson is guilty of violations of judicial conduct** which include 207.33 Code of Judicial Conduct. Subchapter A, Rules 2.2, 2.3, and 2.6. There was partiality, bias, prejudice, and a proceeding which impaired the fairness to the Complainant through prejudicial actions. The Complainant **WAS NOT ALLOWED TO MAKE HIS CASE BY NUMEROUS PREJUDICIAL ACTIONS.** Also see No. 3 - 52 Pa. Code 5.406 (a)(2) Public Documents.

The most egregious prejudicial action against the Complainant, who is pro se, was ALJ Watson’s refusal to require WPP, with late filed objections, to honestly answer the simple, pertinent interrogatories. The late filed answers were word salads and overly broad non-answers. The Respondent answered each question with almost the exact same answer. The honest answers to these questions would have proven a wireless digital utility meter exacerbated the Complainant’s son’s epilepsy to the point of status epilepticus, which could have caused his death through Sudden Unexplained Death in Epilepsy (SUDEP). The Complainant was **prevented from making his case** by not being able to obtain the date the meter was deployed on the home at 905 Country Club Drive, Greensburg, from WPP. **A prejudicial and biased action.**

The simple questions included “What date was a smart meter deployed on this home?” and “What was the date the first smart meter was deployed in the Country Club Place Development?” No personal information was needed, just a date. The dates requested would have been during the time the Complainant owned the home, and thus answering these interrogatory questions was not only relevant, **but instrumental to the Instant Case.**

Without question, there is a reason WPP would not answer such simple questions. It is an indication that a wireless digital meter was indeed deployed, that WPP does not want to admit to the damning information that a wireless digital meter caused

---

<sup>15</sup> Ibid., Rule 2.6. Ensuring the Right to Be Heard.

such harm, and Judge Watson's complicity is also an implication of bias and collusion. **The refusal to answer this basic question is considered an affirmative admission that a wireless digital meter was deployed just prior to Complainant's son's sudden and severe seizure episodes in March of 2017.**

Certainly, if WPP had data to the contrary of a deployment date during the months of February or March 2017, they would have already presented that information and the Complainant's formal complaint would have been closed. ***The Complainant was not allowed to make his case with ALJ Watson's prejudicial action of shielding WPP and not requiring them to honestly answer this question, especially in light of the fact that WPP's objections were filed almost three months late.***

During the telephonic evidentiary hearing, July 23 and 24, 2020, ALJ Watson made several comments that were out of line and were scrubbed from the transcript:

- ALJ Watson commented, *"Do you think because I was in a good mood yesterday that I would be in a good mood today? I am not!"* was not in the transcript. Complainant was pointing out the ALJ set a precedent on July 22, 2020 by allowing former Representative Thomas Yewcic to speak in his wife's formal complaint. This comment should have been at page 25, line 8, but was scrubbed.
  - ALJ Watson went into what Complainant felt was an angry tirade about his wife not sending him a copy of the Revised Testimony by first class mail. This should have been somewhere in the transcript between pages 166-174, but was scrubbed from the transcript.
  - Complainant made a statement that was cut from the Transcript at page 224, line 3. The statement should have read, *"Those questions -- I'm a little confused on your role. Sometimes you are helpful, the next time you are cross examining me."* This statement was scrubbed and the statement at Transcript 224, line 4 was added, *"(Multiple people speaking at once.)"*
  - ***Tone and demeanor do not come through the written word.***
7. **66 PA. C.S. § 315(c) – Adequacy of services and facilities** - Pennsylvania Law provides that ***"In any proceeding upon the motion of the commission, involving the service or facilities of any public utility, the burden of proof to show that the service and facilities involved are adequate, efficient, safe, and reasonable shall be upon the public utility."***<sup>16</sup> [Emphasis added.]

The burden of proof to show that the digital meters are safe ***clearly falls upon the utility***, not the customer, as per 66 PA.C.S. §315 (c). To allege that by virtue of the digital meters meeting FCC guidelines is insufficient as neither the FCC, nor the

---

<sup>16</sup> <https://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=66&div=0&chpt=3&sectn=15&subsectn=0>

vendors, nor the utility have conducted studies on the short- or long-term effects of smart meters on the general population to ascertain their safety.

The Commission moved to hold a hearing in the Instant Case, therefore, on the issue of burden of proof of safety in such proceeding, **66 PA. C.S. § 315 (c)** is controlling. However, the public utility, the Respondent, only provided irrelevant, industry-biased, outdated decades old, cell phone studies to prove safety from a totally different device.

The Pennsylvania Public Utility Commission has never required or obtained, in accordance with **66 Pa. C. S. § 315(c)**, definitive proof, by means of the production of independent, unbiased, entirely non-selective and conclusive scientific evidence, that the modulated RF radiation, RF electromagnetic fields and/or conducted emissions produced specifically by the operation of AMI wireless smart meters and smart meter network technologies do not, could not, cannot and will not cause biological or adverse health effects. If they had, the PA PUC and/or the Respondent would have provided that scientific evidence during the Instant Case.

There have been **no proceedings** initiated by a motion of the Commission **pursuant to 66 Pa.C.S. §315(c)** requiring regulated electric utilities, including the Respondent, **to prove or show specifically that their AMI wireless “smart” meter devices and facilities are in fact safe, particularly with regard to the forms and manner in which they emit, transmit and/or otherwise produce radiofrequency radiation, RF fields and conductive emissions (dirty electricity).**

Where are the studies to prove biological safety of the digital meters? ***There are no studies as the “smart” meters were never tested for biological safety.*** The only studies provided to Complainant in this proceeding were irrelevant, industry-biased, outdated decades old, cell phone studies. These meters are much more than a cell phone as they have two antennas co-located in one device which violates the FCC’s Grant of Equipment Authorization for each antenna. ***The burden of proof is on the Respondent to show the Complainant studies on the “smart” meters which prove biological safety, not irrelevant cell phone research.***

What defies satisfactory explanation, therefore, ***assuming public health and safety to be the State's highest priority***, is how this severely safety-impugned technology ever escaped the careful, proper and thorough scrutiny required under 66 PA.C.S. §315 (c) in the first place.

8. **“Hearsay evidence may generally be received and considered during an administrative proceeding.”** See *A.Y. v. Commonwealth, Dep’t of Pub. Welfare, Allegheny County Children & Youth Serv.*, 537 Pa. 116, 641 A.2d 1148, 1150 (1994)

9. The **Supremacy Clause of Article VI of the U.S. Constitution** establishes that the federal constitution, and **federal law generally, take precedence over state laws, and even state constitutions.** (*Felder v. Casey*, 487 U.S. 131, 108 S. Ct. 2302, 101 L. Ed. 2d 123 (1988)).

10. **Americans with Disabilities Amendments Act, 42 U.S. Code § 12101 et seq**

West Penn Power is a public utility providing electricity to approximately 720,000 customers in Pennsylvania.<sup>17</sup> West Penn Power measures its customers' electricity usage through meters placed in or on customers' homes. West Penn Power, is considered a public entity and is subject to anti-discrimination provisions of Title II of the ADA. West Penn Power is a public accommodation, which "...are businesses that provide goods and services for the public."<sup>18</sup> Mr. Ahr agreed with this description of West Penn Power (See Complainant's MB, Exhibit A, Interrogatory Set II, No. 23).

Title III of the ADA prohibits discrimination against persons with disabilities by places of accommodation. *Spector v. Norwegian Cruise Line Ltd.*, 545 U.S. 119, 128 (2005). A public entity denies the benefits of its services to a disabled person when it provides services that are not equal to services provided to non-disabled persons. 28 C.F.R. § 35.130(b)(1)(ii). Title III of the ADA prohibits discrimination against the disabled in the full and equal enjoyment of public accommodations:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."<sup>19</sup>

Under Section 12184(a)(2) of the ADA, discrimination includes the failure of an entity to "make reasonable modifications consistent with those required under section 12182(b)(2)(A)(ii) of this title." Practices that have a discriminatory effect against the disabled may violate the ADA even in the absence of intentional discrimination. *Oxford House, Inc. v. Cherry Hill*, 799 F. Supp, 450, 461 (D.N.J. 1992). By virtue of its role as a utility, West Penn Power is considered a public entity and is subject to the anti-discrimination provisions of Title II of the ADA. The Commission is also considered public entity as it fits the definition of "[a]ny department, agency, special purpose district, or other instrumentality of a State or local government"<sup>20</sup> and is also subject to Title II of the ADA. [Complainant's MB, pp. 22-58]

---

<sup>17</sup> FirstEnergy/West Penn Power, [https://www.firstenergycorp.com/west\\_penn\\_power.html](https://www.firstenergycorp.com/west_penn_power.html)

<sup>18</sup> Public Accommodations and Commercial Facilities (Title III), <https://www.ada.gov/reachingout/intro2.htm>

<sup>19</sup> 42 U.S.C. § 12182(a), <https://www.ada.gov/pubs/adastatute08.htm#12182>.

<sup>20</sup> 42 U.S.C.A § 12131, <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title42-section12131&num=0&edition=prelim>.

ALJ Chiodo admits to willfully ignoring ADA by stating, “...I do not question...that each has a disability as defined by the ADA.” [ID p. 38]

## 11. Rehabilitation Act of 1973 as Amended, 29 U.S.C. § 701

Section 504 of the Rehabilitation Act of 1973 is a federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and **organizations that receive financial assistance from any Federal department or agency**, including the U.S. Department of Health and Human Services (DHHS).<sup>21</sup>

The Rehabilitation Act extends relief to “any person aggrieved” by discrimination in violation thereof.<sup>22</sup> Also, under Section 504, companies receiving federal funds must provide “the opportunity for handicapped individuals to participate in and benefit from programs receiving federal assistance.” *Alexander v. Choate*, 469 U.S. 287, 304 (1985).

The PA PUC’s website states that in 2023-24 it will receive \$5,538,000 in federal funds.<sup>23</sup> FirstEnergy received federal funding (\$57.470+ million) from the Dept. of Energy Recovery Act Smart Meter Grid Investment Grant Awards, “...with addtl. benefits in PA.”<sup>24</sup>

Receiving governmental grants requires recipients to follow federal laws such as the ADA. Grants.gov states, “When you or your organization accepts a grant (i.e., by signing the grant agreement or by drawing down funds) you become legally obligated to carry out the full terms and conditions of the grant. As an award recipient, you are also subject to federal and possibly state statutory and regulatory requirements and policies.”<sup>25</sup>

## 12. Fair Housing Amendments Act, 42 U.S.C. § 3601 et seq

The Fair Housing Amendments Act out-laws discrimination “in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap” of an individual. 42 U.S.C. § 3604(f)(2). “Electricity, water, and heat are among the services that are essential to a safe living environment.” *Pogue v. HACSA*, No. 6:27-cv-01731-AA, 2018 U.S. Dist. LEXIS 55764, at \*7-8 (D. Or. Apr. 2, 2018) (citing 24 C.F.R. §§ 982.401(e)(1), (f)(1)(i)). “By its

---

<sup>21</sup> 29 U.S.C. § 794, <https://www.dol.gov/agencies/oasam/centers-offices/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973>.

<sup>22</sup> 29 U.S.C. § 794(a)(2), <https://www.dol.gov/agencies/oasam/centers-offices/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973>.

<sup>23</sup> <https://www.puc.pa.gov/about-the-puc>.

<sup>24</sup> Recovery Act Selections for Smart Grid Investment Grand Awards – by Category, p. 8, First Energy, <https://www.energy.gov/sites/prod/files/SGIG%20Awards%20by%20Category%202011%2011%2015.pdf>

<sup>25</sup> Award phase. Grants.gov. <https://www.grants.gov/learn-grants/grants-101/award-phase.html>.

*express terms, Section 3604 applies to ‘the provision of services or facilities’ to a dwelling, such as sewer service.” Community Services Inc. v. Wind Gap Mun. Auth., 421 F.3d 170,184 (3d Cir. 2005).*

Further, under 42 U.S.C. § 3604(f)(3)(B), discrimination includes “*a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to enjoy a dwelling.*” The Complainant’s family members are persons with handicaps as defined by the Fair Housing Amendments Act. Here, West Penn Power and the PA PUC are engaging in discrimination on the basis of disability in the provisions of a service to housing, and in its refusal to make reasonable accommodation per Complainant’s request.

**F. Exception No. 6: ALJ Chiodo erred by continuing the bias and collusion which began with ALJ Watson by excluding the Complainant’s Post-Hearing Conference exhibits which were used in Complainant’s Reply Brief. with ALJ’s approval at Post-Hearing Conference. [ID p. 34]**

The ALJ erred by excluding the Post-Hearing Conference exhibits which became the Reply Brief attachments with her permission during the Post-Hearing Conference. On March 13 2024, the Complainant emailed all parties a copy of the new exhibits/attachments he planned to use in his Reply Brief. See Attachment No. EX-1. The ALJ stated that anything new since the *Povacz II* stay was considered new information and the Complainant could refer to it. The ALJ also said that the Complainant had not needed to email these exhibits/attachments to her for the Post-Hearing Conference. When Complainant’s wife specifically asked the ALJ if the Complainant could reference the exhibits that were emailed to her and the other parties, her answer was “Yes.”

Also, during the Post-Hearing Conference, when the Complainant asked about obtaining the transcript, ALJ Chiodo told the Complainant that he would not need a copy and something to the effect that it only had procedural information that we had discussed and nothing the Complainant would need. Because of this information from the ALJ, the Complainant did not order a copy of the transcript. However, **ALJ Chiodo said she would send a copy to the Respondent.**

**The Post-Hearing Exhibits included and the Reply Brief Attachment equivalent:**

- Exhibit PHC-1 – ADA Request to FE, WPP, PUC which included letters from physicians, Social Security Administration, Westmoreland Casemanagement  
= Attachment RB-4 - Letter from Dr. Kelly
- Exhibit PHC-2 – *Povacz II SC Decision* = Attachment RB-4
- Exhibit PHC-3 - Commonwealth Court’s Opinion in *Povacz I* = Attachment RB-4
- Exhibit PHC-4 – Disability Letter from Social Security Administration  
= Attachment RB-4

- Exhibit PHC-5 – FE Customer Service Policy Allowing for Opt-Outs in OH and NJ  
= Only used references in Reply Brief
- Exhibit PHC-6 – About the PUC = Only used references in Reply Brief
- Exhibit PHC-7 – Recovery Act by States = Only used a reference in Reply Brief
- Exhibit PHC-8 – FE Customer Guide for Electric Service – PA September 2021  
= Only used references

**G. Exception No. 7: ALJ Chiodo erred by not abiding by her own stated *Order Permitting the Filing of Reply Briefs*.**

ALJ Chiodo accepted and referred to Respondent’s Reply Brief numerous times in her Initial Decision, yet this document was not filed by the date stated in the order and no request for special permission for late filing was served to do so. In ALJ Chiodo’s October 1, 2024 *Order Permitting the Filing of Reply Briefs*, she clearly articulated, “6. That **any Reply Brief not filed and served on or before the date set forth above will not be accepted except by special permission.**” [Emphasis added.] The Respondent’s Reply Brief was served on November 15, 2025, but was not e-filed until November 18, 2025. **See Attachment No. EX-2. [ID pp. 29-31, 39, 41-43.]**

Note that the Complainant has always filed documents in a timely fashion as is required. The ALJ permitting late filed documents without permission is another act of bias toward the Respondent. The Respondent’s late filed document is **grounds for dismissing the case in favor of the Complainant.**

*“We can dispose of the Bank’s arguments on appeal with little discussion...it nowhere suggests that these rules would entitle it to relief from the filing deadline if—as the bankruptcy court reasonably found—ECF was properly functioning during Call’s filing.” State Bank of Southern Utah, et al. v. Beal, No. 21-4124 (10th Cir. 2022).*

AT&T **failed to timely file a notice of appeal.** The Federal Circuit emphasized that **attorneys must actively monitor electronic dockets, especially when handling critical deadlines.** The District Court denied AT&T’s request for an extension or reopening of the appeal period, **citing no good cause or excusable neglect.** The Federal Circuit affirmed the district court’s decision, **rejecting AT&T’s arguments. This procedural error prevented AT&T from challenging the judgment.** *“In this era of electronic filing...we find no abuse of discretion in a district court’s decision to impose an obligation to monitor an electronic docket for entry of an order which a party and its counsel already have in their possession and know that the clerk at least attempted to enter.” Two-Way Media, LLC v. AT&T, Inc., No. 14-1302 (Fed. Cir. 2015), 37.*

**H. Exception No. 8: ALJ Chiodo erred by filing the ten-month late exhibit on behalf of the Respondent before filing her Initial Decision. [ID p. 9]**

Filing this ten-month late exhibit on behalf of the Respondent is the most arrogant, egregious, flagrant, and blatant act of bias, collusion and a prejudicial action. See Attachment

No. EX-2. This filing is an in your face action, taken by the ALJ, which clearly points to what has been transpiring all along, not only in the Instant Case, but in every formal complaint. The Complainant highly doubts that the ALJ would have late filed anything on his behalf. [Complainant's Main Brief pp. 24-53.]

**I. Exception No. 9: ALJ Chiodo erred by ignoring the acknowledgement of the possibility and threat of harm and liability associated with the “smart” meter technology in FirstEnergy's Customer Guide for Electric Service in PA.<sup>26</sup>**

There are many mechanisms of **harm** with the wireless digital utility meters as is evidenced by the “Interruption and Liability” clause within the *Customer Guide*:

**“3.6 Interruption & Liability”\***

*The Company will endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits. **The Company shall not be liable for any loss, cost, damage or expense that the customer may sustain by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with, interruptions in service, variations in service characteristics, high or low voltage, phase failure, phase reversal, the use of electrical appliances, or the presence of the Company's property on the customer's premises, whether such damages are caused by or involve any fault or failure of the Company or otherwise except such damages that are caused by or due to the willful and wanton misconduct of the Company. The Company shall not be liable for damage to any customer or to third persons resulting from the use of the service on the customer's premises or from the presence of the Company's appliances or equipment on the customer's premises.** [Emphasis added]*

*\* To the extent this provision contradicts any terms in the Company's current applicable Tariff, the Tariff provision shall govern. P. 15”*

This is pertinent information for the Instant Case and should not be ignored. This technology can and/or has obviously caused much property and bodily damage or this clause would not be in the guide. The information in FirstEnergy's Interruption and Liability clause is validated by insurer Swiss Re Institute, one of the world's leading providers of reinsurance and insurance. Swiss Re labels electromagnetic field emissions a pollutant and due to the excessive risk of harm will not provide coverage for it. *“Existing concerns regarding potential negative health effects from electromagnetic fields (EMF) are only likely to increase. An uptick in liability claims could be a potential long-term consequence.”<sup>27</sup>*

- FirstEnergy and WPP will never pay a cent for **property damage, destruction, or loss, even when they are at fault.**
- **FirstEnergy and WPP will not be liable for bodily damage to their customers or to third parties.**

---

<sup>26</sup> First Energy Customer Guide for Electric Service - PA, September 2021, <https://www.firstenergycorp.com/content/dam/customer/service%20requests/files/Customer-Guide-for-Electric-Service-PA.pdf>

<sup>27</sup> *Swiss Re*, [www.swissre.com/dam/jcr:5916802c-cf6b-4c67-9d42-39cf80c4b00d/SONAR%20Publication%202019\\_WEB\\_quality.pdf](http://www.swissre.com/dam/jcr:5916802c-cf6b-4c67-9d42-39cf80c4b00d/SONAR%20Publication%202019_WEB_quality.pdf).

- How can FirstEnergy, WPP force this faulty “smart” digital meter equipment on customers ***knowing there is this amount of liability?***
- ***Why are Pennsylvanians being forced to accept faulty equipment with this much harm and liability?***
- ***This much harm and liability require consent!***
- If FirstEnergy and WPP are not liable, ***does that make the PA PUC liable for said damages since they regulate the industry and have allowed this equipment to be deployed?***
- ***This is not reasonable nor is it safe. “Damage to any customer or third persons” equates to harm.***

Allowing the deployment of equipment with so much liability does not meet the needs of consumers, does not ensure safe and reliable utility service, nor does it protect the public interest. **The “smart” wireless digital utility meter is NOT safe or reasonable for the Complainant’s family, because of the admitted possibility and threat of harm and liability.**

**J. Exception No. 10: ALJ Chiodo erred utterly when she agreed with the Respondent that West Penn is not a state actor. [ID p. 40.]**

The Respondent has asserted [Respondent’s MB p. 10, 12, 13], as outlined below, that the actions of West Penn Power, in the Instant Case, ***are and have been compelled by the State.*** It is not the enactment of Pennsylvania’s Act 129 by the state legislature which is responsible for the mandating of state-wide installation of wireless “smart” meters. Rather, it is the Pennsylvania Public Utility Commission which bears the responsibility with its no-opt-out **“Commission-approved Smart Meter Deployment Plan”** based entirely on its misconstruction of the explicitly-expressed legislative intent of the Pennsylvania General Assembly. This legislative intent is on public record that smart meters were not mandated and would not be mandated.

*“Act 129 required EDCs with at least 100,000 customers, such as West Penn, to file a **smart meter technology procurement and installation plan (“SMP Plan”)** with the Commission for approval.”* [Respondent MB, p. 10]

*“In interpreting the smart meter provisions of Act 129, **the Commission declared that EDCs must ‘deploy smart meters system-wide.’**”* [Respondent MB, p. 12]

*“...West Penn **must comply with the relevant Commission orders directing the Company to deploy the new smart meters.** Nothing in Act 129 or the Commission’s related orders permit customers to ‘opt-out’ from smart meter installation...Therefore, **the Company’s Commission-approved Smart Meter Deployment Plan mandates that all of West Penn’s meters must be replaced with smart meters.**”* [Respondent MB p. 13] [Emphasis added.]

Quotes from former PA Representative Thomas F. Yewcic, during his wife's formal complaint hearing, *Sherry Yewcic v. Pennsylvania Electric Company*, C-2018-3001276<sup>28</sup>, proves that the Deployment Plan *does not satisfy* the requirements of Act 129, as Act 129 *is not a mandate, but rather opt-in legislation*:

*"...I don't recall anyone at any time stating that smart meters were a mandate, and they weren't. As I recall, there was language that talked about a customer, ratepayer or consumer may opt in. There was no other language."* p. 48, lines 7-11

*"There was no mention of mandate."* p. 48, lines 15-16

*"I voted for Act 129 in 2008 because as I stated, there was no mandates. There was no suggestion of a mandate."* P. 50, lines 9-11

*"Nobody stated there was a mandate to implement smart meters...I think in the senate, maybe Fumo, former senator or somebody stated there was no mandate in the bill, and it was an opt in bill, not a mandate. That's my recollection."* P. 51, lines 4-1

By means of the Smart Meter Implementation Order, the Commission has **directly insinuated its own interests and intent into the actions of the State's electric utility companies with regard to the mandatory installation of wireless "smart" meter devices** and technology. These "smart" meter devices were never tested for biological safety; hence **there are no studies the "smart" meters proving biological safety**. The only studies provided to Complainant in this proceeding were irrelevant, industry-biased, outdated decades old, cell phone studies. These meters are much more than a cell phone. And, the Commission and West Penn Power have forced these devices upon customers and the public at large without their informed consent.

By virtue of West Penn's actions directly **pursuant to the Pennsylvania Public Utility Commission policy and Implementation Order** mandating system-wide installation of smart meters, the Company's *"conduct has sufficiently received the imprimatur of the State so as to make it 'state' action for purposes of the Fourteenth Amendment."* *Blum v. Yaretsky*, supra. See also *Flagg Bros., Inc. v. Brooks*, 436 U.S. 149 (1978); *Jackson v. Metropolitan Edison Co.*, 419 U.S. 345 (1974), supra; *Moose Lodge No. 107 v. Irvis*, 407 U.S. 163 (1972); *Adickes v. S. H. Kress & Co.*, 398 U.S. 144 (1970). [Emphasis added.]

Another important, pertinent finding which applies to electric service: *"Utility service is a necessity of modern life; indeed, the discontinuance of water or heating for even short periods of time may threaten health and safety."* (*Memphis Light, Gas & Water Div. v. Craft*, 436 U.S. 1 (1978).)

---

<sup>28</sup> Commonwealth of Pennsylvania, Pennsylvania Public Utility Commission, Office of Administrative Law Judge, *Sherry Yewcic, Plaintiffs vs. Pennsylvania Electric Company, Defendants*, C-2018-3001276, Hearing Transcript, July 22, 2020, US Legal Support, pp. 48 – 51.

In a dissenting opinion on the divergence of the Court's analysis of 'state action' in *Jackson v. Metropolitan Edison* from that in *Burton v. Wilmington Parking Authority*, 365 U.S. 715, (1961), Justice Douglas wrote:

- It is not enough to examine seriatim each of the factors upon which a claimant relies and to dismiss each individually as being insufficient to support a finding of state action. **It is the aggregate that is controlling.**
- In the present case, however, respondent is not just one person among many; it is the only public utility furnishing electric power to the city. **When power is denied a householder, the home, under modern conditions, is likely to become unlivable.**
- Respondent's procedures for termination of service may never have been subjected to the same degree of state scrutiny and approval, whether explicit or implicit, that was present in *Public Utilities Comm'n v. Pollak*, 343 U.S. 451 (1952). Yet in the present case **the State is heavily involved in respondent's termination procedures**, getting into the approved tariff a requirement of "reasonable notice." Pennsylvania has undertaken to regulate numerous aspects of respondent's operations in some detail, 5 and a "hands-off" attitude of permissiveness or neutrality toward the operations in this case is at war with the state agency's functions of supervision over respondent's conduct in the area of servicing householders, **particularly where (as here) the State would presumably lend its weight and authority to facilitate the enforcement of respondent's published procedures.** Cf. *Adickes v. S. H. Kress & Co.*, 398 U.S. 144 (1970); *Reitman v. Mulkey*, 387 U.S. 369 (1967); *Railway Employees' Dept. v. Hanson*, 351 U.S. 225 (1956); *Shelley v. Kraemer*, 334 U.S. 1 (1948).
- [Footnote 5] The **Public Utility Commission is given extensive control over utility rates**, Pa. Stat. Ann., Tit. 66, 1141 et seq. (1959 and Supp. 1974-1975), **and over the character and quality of utility services and facilities**, 1171, 1182-1183; **it is given broad power to receive and investigate complaints**, 1391, 1398, **and to regulate and supervise the activities, rules, and contractual undertakings of utilities**, 1171, 1341-1343, 1360, footnote 5.<sup>29</sup>  
[Emphasis added.]

*"Private persons, jointly engaged with state officials in the prohibited action, are acting 'under color' of law for purposes of the statute. To act 'under color' of law does not require that the accused be an officer of the State. It is enough that he is a willful participant in joint activity with the State or its agents,* (H. Kress & Co., supra, at 152 quoting *United States v. Price*, 383 U.S., at 794). [Emphasis added.]

The difference between *Jackson v. Metropolitan Edison Company*, 419 U.S. 345, 351-353 (1974) and the Instant Case is that in the former, Met-Ed was acting out of its **normal business procedures to deny a delinquent customer electricity.** In the Complainant's case, West Penn Power is an agent of the PA PUC, acting as the **enforcing arm of the PA PUC's**

---

<sup>29</sup> *Jackson v. Metropolitan Edison Co.*, 419 U.S. 345 (1974), footnote 5, <https://caselaw.findlaw.com/court/us-supreme-court/419/345.html#tt5>.

**Implementation Order**, 104 Pa.P.U.C. 263 (Pa. P.U.C. June 24, 2009) (Implementation Order of 2009). Thus, in the present context, **West Penn Power is functioning as a “state actor”** as per H. Kress & Co., supra, at 152 quoting *United States v. Price*, 383 U.S., at 794 cited above.

In its analysis following upon that in *Burton v. Wilmington*, the U.S. Court of Appeals for the Sixth Circuit Opinion, in *Palmer v. Columbia Gas of Ohio*, 479 F.2d 153 (1973), held:

#### **STATE ACTION**

- When a privately owned company **enjoying a monopoly is in the business of providing a necessity of life it cannot**, for purposes of evaluating its relationship to its customers and to the state in which and under whose control it operates, **be considered as an independent, free market, common law competitor.**
- The parties are not upon equal ground. ... **The consumer, once taken on to the system, becomes dependent on that system for a prime necessity of business, comfort, health, and even life.**
- Virtually every aspect of this **company's operations are subject to the dictates of state statute or to the regulation<sup>30</sup> of the Public Utilities Commission.**
- The important factor is not the number of statutes and regulations which pertain to the operation of a utility company, but **the extent to which the state has reserved power to control the operations of a public utility, and the amount of power given to the utility which is usually reserved to the state.**
- **[T]he state has granted to utilities powers not usually possessed by private corporations.**
- In addition, we must consider the fact that the furnishing of natural gas to the citizens ... is a legitimate public function which itself has been held to satisfy the state action requirement; **when a public function is performed by a private firm whose freedom of decision making has been restricted by governmental regulation and whose freedom of action has been severely circumscribed, the actions of the otherwise private firm become subject to the constitutional limitations placed upon state action. ... When private individuals or groups are endowed by the state with functions or powers which are of a governmental nature, they become instrumentalities of the state and thus are subject to its constitutional limitations.** *Evans v. Newton*, 382 U.S. 296, 299, 86 S.Ct. 486, 15 L.Ed.2d 373 (1966).
- In summary, inasmuch as the operations of the appellant company are fully circumscribed by an all-encompassing system of state statutes ... and the supervision of the state regulatory authority, and inasmuch as **the state ... is significantly involved in virtually every one of the company's activities, including the specific activity complained of, the conclusion that the regulatory activities of the state have insinuated it into a position of interdependence with the company so that it must be recognized as a joint participant with the company is inescapable.** *Burton*, supra, 365 U.S. at 725, 81 S.Ct. 856. [Emphasis added.]

---

<sup>30</sup> 479 F. 2d 153, *Palmer v. Columbia Gas of Ohio Inc.*, <https://openjurist.org/479/f2d/153/palmer-v-columbia-gas-of-ohio-inc-fn15-ref>

Regardless of which line of analysis is followed pursuant to the *State Action Doctrine*, either that deriving from *Burton*, or that applied in *Jackson*, it is clear that the Commission's policy of mandatory installation of wireless smart meters is such that, in addition to willful acquiescence, **there absolutely does exist sufficient involvement, influence, knowledge, and sanctioning by the Commission in the conduct engaged in by West Penn against the Complainants and the citizens of this Commonwealth to establish that West Penn has acted and is acting, along with the Commission, under color of law as an agent of the State and is thereby a 'state actor'.**

**K. Exception No. 11: ALJ Chiodo erred in her ad nauseum assessment of Dr. Semelka. [ID pp. 28-37]**

The real issue at hand is not Dr. Semelka, but rather that **Mr. Renner was admitted into the proceeding at 9:44 AM on the morning of the hearing**, which was 16 minutes before the hearing was to start. Mr. Renner is a K Street lawyer which refers to the downtown area of Washington, D.C. where many lobbyists, lawyers, and advocacy groups used to be located. *“The term has become synonymous with the **lobbying industry itself**, representing the often close, sometimes **controversial, relationship between government and special interests.**”<sup>31</sup>* [Emphasis added.]

Why did WPP hire a K Street attorney for a pro se complainant’s formal complaint? The Complainant proffers it is because the Complainant has a damning case and this K Street lawyer was hired to obfuscate matters and have as much of the Complainant’s testimony, exhibits, witnesses, etc. expunged from the record. Mr. Renner was hired to prevent two parents, who were representing themselves pro se, to get an accommodation for their disabled son and for their own disabilities.

The Complainant began the hearing proceeding by giving some background information on circumstances of his case and the ALJ stopped him. (Tr., pg. 49, lines 3-15.) The ALJ interrupted and said he had not sworn anyone in as of yet and was not receiving testimony. (Tr., p. 49, lines 17-18.) The ALJ then distracted the Complainant by suggesting he start with Dr. Semelka. (Tr., p. 49. 21-25 to p. 50, 1-8.) At the time, under pressure without any time to think things through, the Complainant thought it was a good idea. In retrospect, the Complainant realizes he was being directed, and not in a good way, on a course that was designated by the ALJ and WPP. This action amounts to **collusion, bias, and ex parte communication** in order to discredit Dr. Semelka so WPP would not have to use Dr. Davis and Dr. Israel in the proceeding.

Mr. Renner interrupted the Complainant’s questioning of Dr. Semelka “assuming” he knew the intent of the COVID-19 line of questioning. Mr. Renner’s assumption of a “5G conspiracy theory” (Tr. p. 76, lines 16-20.) was **dead wrong**. This was a ploy Mr. Renner used to obfuscate and to confuse the matter. The CDC’s COVID-19 guidelines clearly reveal that each of

---

<sup>31</sup> Taegan Goddard is the creator of the Political Dictionary. He is also the founder of many popular political websites. (2023, November 26). *K street*. Political Dictionary. <https://politicaldictionary.com/words/k-street/>.

the Complainant's family members are more vulnerable and susceptible to environmental toxins than the typical person as it states below.

***"Groups at Higher Risk for Severe Illness COVID-19 is a new disease and there is limited information regarding risk factors for severe illness. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19."***<sup>32</sup> [Emphasis added.]

Dr. Semelka is extremely familiar with COVID-19 procedures and the CDC guidelines while working at Excelsa Health. Dr. Semelka confirmed that McKenzie is in the at-risk population. (Tr. p. 78, lines 18-22.)

There was and continues to be a **deliberate attempt** to make a big ordeal about page numbers, which were of no real consequence, to avoid the relevant testimony of Dr. Semelka. The ALJ contributed to and allowed it to happen. The discussion on page numbers went on for almost two hours (Tr. pp. 85-155.) The pertinent questions in the testimony were not addressed to see if they were the same or not and **they were the same**. Dr. Semelka's testimony clearly stated he believed the RF from this technology would adversely affect McKenzie's neurological conditions.

Dr. Semelka was there to be cross-examined, however, WPP deliberately did not ask Dr. Semelka direct questions about his testimony so they could dismiss their experts. WPP moved to strike Dr. Semelka. Being pro se, the Complainant did not know how to object to keep Dr. Semelka's testimony in the record, so he did not object.

Since the Complainant and his wife have never done anything like this, they did not know what they did not know and the ALJ's bias toward the utility perpetuated the confusion. This was also Dr. Semelka's first time as an expert. Dr. Semelka was the expert concerning the Complainant's son's medical conditions as his treating physician and is his wife's PCP. Michael Jennings was striving to do the best he could to present his case without continuous interruption and subtle harassment. WPP was permitted to excuse two of three of Complainant's expert witnesses without the Complainant having the opportunity to cross-examine them. How can any of this afford the Complainant due process?

**L. Exception No. 12: ALJ Chiodo erred in rendering a decision *without any proof* a "smart" meter had not been deployed on Complainant's property. [ID p. 15, 27]**

What is the date a "smart" meter was deployed at 905 Country Club Drive, Greensburg? What proof did the ALJ rely upon for her decision in this particular matter? No proof was given in the Instant Case as WPP wholly failed to prove a "smart" meter had not been deployed on Complainant's home. **This is the most vital information in the Instant Case for a decision to be made fairly for ALL parties and for a correct decision to be made.**

---

<sup>32</sup> CDC Coronavirus Disease 2019 (COVID-19) <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/groups-at-higherrisk.html#severe-obesity>

To reiterate, the most egregious prejudicial action against the Complainant, who is pro se, was ALJ Watson's refusal to require WPP, with late filed objections, to honestly answer the simple, pertinent interrogatories. The late filed answers were word salads and overly broad non-answers. The Respondent answered each question with almost the exact same answer. The honest answers to these questions would have proven a wireless digital utility meter exacerbated the Complainant's son's epilepsy to the point of status epilepticus, which could have caused his death through Sudden Unexplained Death in Epilepsy (SUDEP). The Complainant was prevented from making his case by not being able to obtain the date the meter was deployed on the home at 905 Country Club Drive, Greensburg, from WPP and much more. **[Complainant's MB, pp. 27-28]**

Again, without question, there is a reason WPP would not answer such simple questions. It is an indication that a wireless digital meter was indeed deployed, that WPP does not want to admit to the damning information that a wireless digital meter caused such harm, and Judge Watson's complicity is also an implication of bias and collusion. **The refusal to answer this basic question is considered an affirmative admission that a wireless digital meter was deployed just prior to Complainant's son's sudden and severe seizure episodes in March of 2017.**

And most certainly, if WPP had data to the contrary of a deployment date during the months of February or March 2017, they would have already presented that information and the Complainant's formal complaint would have been closed. ***The Complainant was not allowed to make his case with ALJ Watson's prejudicial action of shielding WPP and not requiring them to honestly answer this question, especially in light of the fact that WPP's objections were filed almost three months late.***

**M. Exception No. 13: ALJ Chiodo erred by stating that "[an] ADA claim in not a cause of action over which the Commission has jurisdiction." [ID p. 39]**

The PA PUC and WPP (subsidiary of FirstEnergy) **MUST** comply with federal legislation such as the Americans with Disabilities Amendments Act, 42 U.S. Code § 12101 et seq.; the Rehabilitation Act of 1973 as Amended, 29 U.S.C. § 701 et seq.; and the Fair Housing Amendments Act, 42 U.S.C. § 3601 et seq. ***as both receive federal funding.***

Section 504 of the Rehabilitation Act of 1973 is a federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and **organizations that receive financial assistance from any Federal department or agency**, including the U.S. Department of Health and Human Services (DHHS). The PA PUC's website states that in 2023-24 it received \$5,538,000 in federal funds.<sup>33</sup>

---

<sup>33</sup> <https://www.puc.pa.gov/about-the-puc>.

FirstEnergy received federal funding (\$57.470+ million) from the Dept. of Energy Recovery Act Smart Meter Grid Investment Grant Awards, “...with addtl. benefits in PA.”<sup>34</sup> Receiving governmental grants, as West Penn Power has received, **requires recipients to follow federal laws** such as the ADA. Grants.gov states, “When you or your organization accepts a grant (i.e., by signing the grant agreement or by drawing down funds) you become legally obligated to carry out the full terms and conditions of the grant. As an award recipient, you are also subject to federal and possibly state statutory and regulatory requirements and policies.”<sup>35</sup>

The US District Court, Middle District of Florida, Orlando Division found that: “Title II of the ADA makes it unlawful for a public entity such as OUC [Orlando Utilities Commission] to discriminate against disabled persons in the provision of benefits, services, programs, or activities. 42 U.S.C. § 12132.”<sup>36</sup> Therefore, a **federal court** found that Title II of the ADA also renders it unlawful for a public utility regulator, such as the PA PUC, to discriminate against disabled persons in the provision of services.

The Supremacy Clause of Article VI of the U.S. Constitution mandates that states must provide hospitable forums for federal claims and the vindication of federal rights (*Felder v. Casey*, 487 U.S. 131, 108 S. Ct. 2302, 101 L. Ed. 2d 123 (1988)). The Supremacy Clause also establishes that the federal constitution, and federal law generally, take precedence over state laws, and even state constitutions. In *Edgar v. MITE Corp.*, 457 U.S. 624 (1982), the Supreme Court ruled: “**A state statute is void to the extent that it actually conflicts with a valid Federal statute**”. [Emphasis added.]

The PA SC set a precedent in *Povacz II* when they enshrined a clear second accommodation pathway. The PUC is failing to follow the PA Supreme Court’s precedent set for consumers seeking an accommodation. WPP is not precluded from providing the Complainant a reasonable accommodation which the PA Supreme Court decision clearly states, “*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.*” [PA Supreme Court Dockets *Povacz, M v. PUC*, No. 34-45 MAP 2001, p. 7.] Regardless of proof of harm. The language used by the SC is taken from ADA itself, “reasonable accommodation.”

It is ironic and deceitful that this critical footnote from the PA Supreme Court decision was not only omitted in the PA PUC Order, Smart Meter Procurement and Installation No. M-2009-2092655,<sup>37</sup> but specifically denied that the footnote even exists by stating that no relief from smart meter deployment can ensue in accordance with the *Povacz II* decision. Even if there was a mandate, the Supreme Court has decided to protect people with disabilities.

---

<sup>34</sup> Recovery Act Selections for Smart Grid Investment Grand Awards – by Category, p. 8, First Energy, <https://www.energy.gov/sites/prod/files/SGIG%20Awards%20by%20Category%202011%201%2015.pdf>

<sup>35</sup> Award phase. Grants.gov. <https://www.grants.gov/learn-grants/grants-101/award-phase.html>.

<sup>36</sup> United States District Court, Middle District of Florida, Orlando Division, *William R. Metallo v. Orlando Utilities Commission*, 6:14-cv-1975-Orl-40KRS.

<sup>37</sup> Pennsylvania Public Utility Commission, Public Meeting held November 9, 2023, Smart Meter Procurement and Installation No. M-2009-2092655.

FirstEnergy and WPP are well aware of this second option to accommodate, customer service policies as they protect consumers in Ohio and New Jersey with such customer service policies which allow for an analog as an opt-out - ***just not in Pennsylvania.***

The PA PUC is under the jurisdiction of the PA Supreme Court, and in turn, the PA PUC has jurisdiction over the utilities as their regulator, therefore, the PA PUC is quite able to render a decision to provide an ADA accommodation in this matter. Absolutely no federal intervention is required with the *Povacz II* decision since the Social Security Administration (a federal agency), the Office of Developmental Programs (ODP - a PA state agency), and Westmoreland Casemanagement (a PA county agency) have all deemed the Complainant's son disabled. See Attachment No. EX-3. [Complainant's Brief pp. 19-24, RB pp. 1-2, 4, 15-19.]

## N. CONCLUSIONS

The PA PUC Court and Commission pretend to allow citizens to be heard, but subvert the law and rules of the court to their liking, then place the burden of proof on citizens to defend themselves and the law. The PA PUC should be protecting the people, not the industry they should be regulating. The PA PUC is a captured agency and is incapable of unbiased decision-making in this and all "smart" meter cases brought before them.

For the reasons set forth above, the Complainant respectfully requests that the Commission grant these Exceptions and issue a Final Order that rejects the ALJ's Initial Decision of February 28, 2025, and orders West Penn Power to grant Complainant's request to retain the electromechanical analog meters presently on his property without any loss of service and to refrain from installing a "smart" meter or any wired or wireless transmitting device, including any such meter that includes a switched mode power supply that can cause conducted emissions or voltage transients on the house wiring, on the house or the property.

This request is per the *Povacz II* decision stating, "*...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."*

 [PA Supreme Court Dockets *Povacz, M v. PUC*, No. 34-45 MAP 2001 p. 7, footnote 5.] [Emphasis added.] Regardless of proof of harm.

As a pro se complainant, Michael T. Jennings is not familiar with legal protocols, but it is his stated intent to preserve the entire record for appeal. Michael T. Jennings hereby asks the PA PUC Court to preserve the entire record for appeal.

Respectfully Submitted,



Michael T. Jennings

Dated: March 18, 2025

**Attachment EX-1**

**Emails to ALJ Chiodo for  
Post-Hearing Conference  
March 13, 2024**

# Attachment EX-1



**From:** Susan Jennings [lilmac2@zoominternet.net](mailto:lilmac2@zoominternet.net)  
**Subject:** Documents and Exhibits for Pre-Hearing Conference - C-2018-3006031  
**Date:** March 13, 2024 at 2:00 PM  
**To:** Chiodo, Gail [gchiodo@pa.gov](mailto:gchiodo@pa.gov)  
**Cc:** [crenner@w-r.com](mailto:crenner@w-r.com), [Giesler, Tori](mailto:Giesler, Tori) [tgiesler@firstenergycorp.com](mailto:tgiesler@firstenergycorp.com), [llepkoski@firstenergycorp.com](mailto:llepkoski@firstenergycorp.com)

---

Honorable Chioda,

Per your instructions for my Post-Hearing Conference, March 20, 2024, 10:00A (Re: C-2018-3006031, Michael T. Jennings v. WPP), I have attached a PDF of the documents and exhibits I intend to present at the Conference. The exhibits are properly marked for identification purposes. I have cc'd all parties.

Respectfully Submitted,

Michael T. Jennings



PHC Documents  
& Exhi...31.pdf

# Attachment EX-1



**From:** Susan Jennings lllmac2@zoominternet.net   
**Subject:** Exhibit PHC-8  
**Date:** March 17, 2024 at 3:02 PM  
**To:** Chiodo, Gail gchiodo@pa.gov  
**Cc:** Giesler, Tori tgiesler@firstenergycorp.com, llepkoski@firstenergycorp.com, crenner@w-r.com  
**Bcc:** Mike-Susan Scott Jennings lllmac2@zoominternet.net

---

Your Honor,

I apologize for sending this exhibit late, but it did not get concatenated with the first PDF that I sent. I have been having computer issues and spent a good bit of the day in Pittsburgh at the Apple store (see attached receipt) on Friday. The replacement part did not completely correct the issue. The document is easily accessible online and was published by FirstEnergy.

Thanks for your consideration.

Thank you,

Michael T. Jennings



Exhibit PHC-8 -  
FE Cus...PA.pdf

From: Apple Store shadyside@email.apple.com  
Subject: Your receipt from Apple Shadyside  
Date: March 16, 2024 at 3:45 PM

**Attachment EX-2**

**PA PUC  
Document Search  
Pages 1-5**



# Document Search

The Public Document Search tool allows you to access documents associated with a case such as public meeting orders, motions and statements, administrative law judge decisions, secretarial letters, etc. Documents dated from mid-2000 to present are available.

**NOTE:** Certain information may not be available for documents prior to 2009, for example eFiling Confirmation Number. Please contact the Secretary's Bureau at 717-772-7777 to obtain these documents.

[View Advanced Search](#)

## Docket Number

*Alpha-numeric code that identifies a case. Example: A-2019-1234567*

[Add Additional Search Criteria](#)

## Search Results

Docket Nbr	Document Name	Post On Date	Document Type	Case Type	Utility Name	Utility Type
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 ID SEC LETTER.PDF</a>	2/28/2025	Secretarial Letter	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 MICHAEL T JENNINGS V WEST PENN POWER COMPANY ID.PDF</a>	2/28/2025	Initial Decision	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">LATE FILED EXHIBIT JCA-1</a>	2/25/2025	Case Related Document	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">PETITION TO RE-OPEN FOR TAKING ADDITIONAL EVIDENCE - MICHAEL JENNINGS</a>	1/9/2025	Petition for Existing Case	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">REPLY BRIEFS - FIRSTENERGY PA ELEC. CO. (WEST PENN RATE DISTRICT).</a>	11/18/2024	Reply Briefs	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">REPLY BRIEFS - MICHAEL T. JENNINGS</a>	11/15/2024	Reply Briefs	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 ORDER PERMITTING THE FILING OF REPLY BRIEFS.PDF</a>	10/1/2024	Order	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">MOTION FOR CONTINUANCE - JENNINGS</a>	5/20/2024	Motion	Formal Complaint	WEST PENN POWER CO.	Electric

<a href="#">C-2018-3006031</a>	<a href="#">STATUS REPORT - JENNINGS</a>	4/12/2024	Status Report	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 ORDER FOLLOWING POST-EVIDENTIARY HEARING CONFERENCE.DOCX</a>	3/21/2024	Order	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">NOTICE OF APPEARANCE MEEHAND AND GARCIA - FE PA FKA WPP</a>	3/19/2024	Notice of Appearance	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 POST-HEARING CONFERENCE CANCELLATION AND RESCHEDULING NOTICE</a>	1/24/2024	Hearing Notice	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">MOTION FOR EXTENSION OF TIME - JENNINGS</a>	1/23/2024	Motion	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">WITHDRAWAL OF AMENDED COMPLAINT - JENNINGS</a>	1/9/2024	Withdrawal Request	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">PRELIMINARY OBJECTION - WEST PENN POWER CO</a>	1/3/2024	Preliminary Objection	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">JENNINGS AMENDED FC NOTICE</a>	12/13/2023	Secretarial Letter	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 POST-HEARING</a>	12/12/2023	Hearing Notice	Formal Complaint	WEST PENN	Electric

	<a href="#">CONFERENCE NOTICE</a>				POWER CO.	
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 JUDGE CHANGE NOTICE</a>	12/12/2023	PO Assignment Notice	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 ORDER - POST HEARING CONFERENCE.DOCX</a>	12/12/2023	Order	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">SMART METER NOTICE 3006031.PDF</a>	11/14/2023	Case Related Document	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">ORDER - 2092655-LAW - 11-09-23 - SMART METER IMPLEMENTATION - LIFTING STAY ORDER - REVISED - FINAL</a>	11/14/2023	Order	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">STAY NOTICE WITH LIST OF SMART METER PROCEEDINGS.DOCX</a>	11/4/2020	Secretarial Letter	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">ORDER - 2092655-LAW - 10-29-20 - SMART METER PROCUREMENT AND INSTALLATION</a>	11/4/2020	Order	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">C-2018-3006031 INTERIM ORDER PERMITTING THE FILING OF REPLY BRIEFS.DOCX</a>	10/14/2020	Interim Order	Formal Complaint	WEST PENN POWER CO.	Electric
<a href="#">C-2018-3006031</a>	<a href="#">PETITION FOR EXTEN OF TIME FOR REPLY BRIEF - MICHAEL JENNINGS</a>	10/13/2020	Petition for Extension of Time	Formal Complaint	WEST PENN POWER CO.	Electric

Showing results 1 - 25 of 113

1 2 3 4 5 >

## Need More Help?

If you can't find what you're looking for here, please contact the PA Public Utility Commission. Call us at [1-800-692-7380](tel:1-800-692-7380) or [contact us online](#).

**Customer Hotline 1-800-692-7380**

© PUC All Rights Reserved

**Attachment EX-3**

**Documents from:**

**Social Security Administration  
Office of Developmental Programs  
Westmoreland Casemanagement and Supports Inc.**

Date: December 2, 2014  
Claim Number: XXX-XX-1717C1

MICHAEL T JENNINGS FOR  
MCKENZIE S JENNINGS  
905 COUNTRY CLUB DR  
GREENSBURG PA 15601-1201

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Information About Current Social Security Benefits

Beginning December 2014, the full monthly  
Social Security benefit before any deductions is.....\$ 799.10

We deduct \$104.90 for medical insurance premiums each month.

The regular monthly Social Security payment is.....\$ 694.00  
(We must round down to the whole dollar.)

Social Security benefits for a given month are paid the following month. (For example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the third Wednesday of each month.

Other Important Information

MCKENZIE JENNINGS HAD A DISABLED ADULT CHILDS MEDICAL DECISION AT AGE 16 TO CONTINUE HIS MOTHER'S BENEFITS. HIS DISABLED ADULT CHILDS BENEFITS CONTINUE PAST AGE 18 BASED ON THAT DECISION.

Medicare Information

You are entitled to hospital insurance under Medicare beginning October 2014.

You are entitled to medical insurance under Medicare beginning October 2014.

Type of Social Security Benefit Information

You are entitled to monthly benefits as a disabled dependent of the wage

earner.

## Attachment EX-3

## Attachment EX-3

SUSPECT SOCIAL SECURITY FRAUD?

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

IF YOU HAVE QUESTIONS

We invite you to visit our web site at [www.socialsecurity.gov](http://www.socialsecurity.gov) on the Internet to find general information about Social Security. If you have any specific questions, you may call us toll-free at 1-800-772-1213, or call your local office at 877-748-9768. We can answer most questions over the phone. If you are deaf or hard of hearing, you may call our TTY number, 1-800-325-0778. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY  
122 W 3RD STREET  
GREENSBURG, PA 15601

If you do call or visit an office, please have this letter with you. It will help us answer your questions. Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us serve you more quickly when you arrive at the office.

OFFICE MANAGER

**GREENSBURG, PA**

**OEC 02 2014**

223  
SSA DISTRICT OFFICE





February 14, 2024

McKenzie Jennings  
200 Brook Hollow Rd  
Mt Pleasant, PA 15666

Dear McKenzie Jennings:

Regional Integrated Human Services (RIHS) on behalf of Westmoreland Behavioral Health/Development Services conducted a Level of Care re-evaluation to determine McKenzie Jennings' eligibility for participation in the Home and Community Based Waiver Program. This letter **confirms that you have met the ICF/ID Level of Care requirements for an ODP Waiver.**

A completed DP 251 titled *Annual Re-evaluation of Need for ICF/ID Level of Care* is enclosed with this correspondence. In addition, a copy of the Waiver evaluation tool using standard SIS scores or MA-51 is enclosed.

For your future reference, it is a requirement that a Level of Care determination be completed annually. The annual re-evaluation of need for an ICF/ID Level of Care is based on the completion of the waiver re-evaluation tool utilizing standard Supports Intensity Scale (SIS) scores, as well as a review of the benefit McKenzie Jennings is receiving from home and community-based services and supports or continued stay in an ICF/ID. Additionally, the County Assistance Office may request at any time financial information necessary to determine your ongoing eligibility for Medical Assistance. Failure to respond timely to these requests will result in a "not eligible" determination and termination from either the Waiver program and/or Medical Assistance. All termination notices will be sent from the County Assistance Office via a PA 162 Form.

Please sign and return the attached Release(s) for your Support Coordination Organization/Residential Service Provider so ongoing communication and release and distribution of necessary waiver documentation is possible.

Sincerely,

Gennifer Payne

Developmental Services Support Specialist

Enclosure: DP 251, Waiver Re-evaluation Tool, DP 458, "Fair Hearing Request Form", Notice of Privacy Practices, Recognizing Abuse & Neglect Brochure, Incident Management Brochure, Releases

CC: Individual's file  
Tina Reid, WCSI Supports Coordinator  
Jennifer Coffee, Westmoreland County BH/DS

ACCESS TO RESOURCES, ACCOUNTABILITY, COMPLIANCE

[www.ontherihs.org](http://www.ontherihs.org)

766 East Pittsburgh Street, STE. 206 | Greensburg, PA 15601 | Toll Free 1-800-267-7062 or 724-836-6215



**WCSI**  
Westmoreland  
Casemanagement  
and Supports Inc.

Attachment EX-3

June 10, 2019

McKenzie Jennings  
200 Brook Hollow Rd.  
Mt Pleasant, PA 15666

To Whom it May Concern,

I am writing to inform you that McKenzie has been under my caseload supervision since 2013. He receives PFDS waiver supports to provide him with the services he requires due to his Intellectual Disability, Autism, Sturge-Weber Syndrome, PANDAS and epilepsy diagnosis. McKenzie's physical and mental health state are extremely fragile and he requires constant care and supervision from various supports including doctors, specialists and support staff. Many of which have advised that the interference from a smart meter would negatively impact his health.

He is supported through various federal and state funding sources. The ADA states that disability rights should be acknowledged and honored. The ADA requires various accommodations for individuals with disabilities. I am hopeful that you are respectful of his disability rights and considerate of his family's wishes for accommodations regarding the smart meter on their property to preserve their son's health.

If there are any questions that I can answer for you feel free to contact me at (724) 610-7310 or at [cgriffin@wcsi.org](mailto:cgriffin@wcsi.org).

Sincerely,

Carissa D. Griffin, M.A.  
WCSI, IDD Supports Coordinator

CC:  
Chart

INTEGRITY, ACCOUNTABILITY, RESPECT, QUALITY, COMMITMENT.

[www.wcsi.org](http://www.wcsi.org)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**MICHAEL T. JENNINGS,**  
Complainant

v.

**WEST PENN POWER COMPANY**  
Defendant

:  
:  
:  
:  
:  
:  
:

**Docket No. C-2018-3006031**

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of my **Exceptions to the Initial Decision of Administrative Law Judge Gail Chiodo** issued on February 28, 2025 upon the individuals listed below, in accordance with the requirement of 52 Pa. Code § 1.54 (relating to service by a participant.)

**Service by e-filing and e-mail:**

Administrative Law Judge Gail Chiodo  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120  
[gchiodo@pa.gov](mailto:gchiodo@pa.gov)

Lauren M. Lepkoski Esquire  
Tori Giesler Esquire  
James Meehan Esquire\*  
FirstEnergy Services Company  
2800 Pottsville Pike, PO Box 16001  
Reading, PA 19612-6001  
[llepkoski@firstenergycorp.com](mailto:llepkoski@firstenergycorp.com)  
[tgiesler@firstenergycorp.com](mailto:tgiesler@firstenergycorp.com)  
[jameehan@firstenergycorp.com](mailto:jameehan@firstenergycorp.com)

Accepts eService

*\*Served via email and first-class mail*

Dated: March 18, 2025

Curtis S. Renner  
Watson & Renner  
1901 Pennsylvania Ave. NW  
Suite 1005-ENS  
Washington, DC 20006  
[crenner@w-r.com](mailto:crenner@w-r.com)  
Accepts eService

Daniel A. Garcia  
FirstEnergy  
800 Cabin Hill Drive  
Greensburg, PA 15601  
[dagarcia@firstenergycorp.com](mailto:dagarcia@firstenergycorp.com)  
Accepts eService

Office of Special Assistants (OSA)  
[ra-OSA@pa.gov](mailto:ra-OSA@pa.gov)



Michael T. Jennings, Complainant  
200 Brook Hollow Road, Mount Pleasant, PA 15666  
724-613-4262 [lilmac2@zoominternet.net](mailto:lilmac2@zoominternet.net)