

March 4, 2019

**VIA E-FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17105

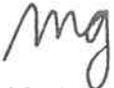
**Re: Miranda Grace Edwards v. Duquesne Light Company  
Docket No. C-2018-3002741**

Dear Secretary Chiavetta:

Attached please find the Complainant's (my) Amended Complaint. A copy of this document has been served upon the Respondent's Counsel, Shane Miller, Esq., in accordance with Commission regulations.

Please feel free to contact me if you have any questions.

Sincerely,



M. Grace Edwards  
Complainant  
mseamdw@gmail.com

Enclosure

Cc: ALJ Jeffrey A. Watson (Certificate of Service only)  
Shane Miller, Esquire, Counsel for Duquesne Light Company (via email) (with attachment)  
Certificate of Service



# Duquesne Light Company

## Shut-off Notice

AVISO DE SUSPENSION DE SERVICIO

Date 6-12-18

Name GRACE ROSEN MIRANDA

Hours - Monday through Friday

Address 35 ACORN ST

9:00 a.m. to 5:00 p.m.

Pittsburgh PA 15207

Payments by Phone 1-866-526-0815

Account 5241582885

(Payments must then be reported to DLC)

6-15-18 Shut-Off Notice

AVISO DE SUSPENSION DE SERVICIO

Your electric service (may be/has been) shut off for:

- Non-Access
- Irregular Wiring
- Meter Tampering
- Theft of Service
- Unauthorized Service Restoration
- Unauthorized Use of Service
- Redistribution
- Unsafe Condition

On or after 8:00 a.m. on 6-15-18. We may act upon this notice for up to 60 days.

We will not shut off your electric service or will restore your service if you take the actions checked below:

- Allow us to enter your home/business to read, inspect, or change the electric meter.
- Pay a reconnection fee in the amount of \$ \_\_\_\_\_
- Pay for all un-metered or unauthorized service used.
- Obtain a wiring inspection from the appropriate wiring inspection agency.
- Call us at 1-888-393-7100 to properly apply for service.
- Remove all extension cords that are redistributing the service.
- Other: \_\_\_\_\_
- Important: Once the above checked condition(s) are met, please contact Duquesne Light at 1-888-393-7100.**

If checked, the medical Emergency Notice on the back page applies in this case.

Let us know if you or anyone currently and normally living in your home is SERIOUSLY ILL or is affected with a medical condition, which will be aggravated by termination of service. WE WILL NOT SHUT OFF YOUR SERVICE provided you:

1. Have your licensed physician or certified nurse practitioner certify by phone or in writing that such an illness exists, that it may be aggravated if your service is shut off and the specific reason for which the electric service is required. An acceptable written certification is needed within 7 days: AND
2. Make arrangements to pay this bill. You must provide us with your household income and occupant information to determine your payment terms while protected under the medical certification.

### IMPORTANT TO KNOW

Before we shut off your utility service, please read the notice below. You may be eligible for certain protection from shut off.

Atencion! Este es en mensaje muy importante. Si usted no lo entiende, favor de llama a 1-888-393-7100.

- If you have any questions or need more information, please call us today at 1-888-393-7100. After you talk to us, if you are not satisfied, you may file a complaint with the Public Utility Commission (PUC). The PUC may delay the shut-off if you file a complaint before the shut off date. To contact them, call 1-800-692-7380 or write to: Pennsylvania Public Utility Commission P.O. Box 3265, Harrisburg PA 17105-3265.
- If we shut off your service during the winter months (between Dec. 1 – March 31) we will restore your service within 24 hours of your meeting all requirements/conditions to have service reconnected. Where street digging is required, it may take up to 7 days.
- If your landlord pays your utility bill, you have certain legal protections. Please call us at 1-888-393-7100.
- If you have trouble understanding English or have a disability, please call us at 1-888-393-7100.
- If your service is shut off, you may be required to pay more than the amount listed on the front of this notice to have your service turned back on. You may have to pay any additional bills or fees that have become past due.
- All adult occupants of the premise whose names are on the mortgage, deed, or lease are considered the "customer" and are responsible for payment of this bill.
- If service is shut off, ANY adult occupant who has been living at the premise may have to pay all or portions of this bill to have service restored.
- If your service is shut off, you must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.
- After all conditions have been met to have the service turned back on, it may take up to seven days to have your service restored. Please contact us to discuss the details.



Jeremy V. Farrell 412.594.3938  
[jfarrell@tuckerlaw.com](mailto:jfarrell@tuckerlaw.com)

P. Shane Miller 412.594.5503  
[smiller@tuckerlaw.com](mailto:smiller@tuckerlaw.com)

November 19, 2018

**VIA CERTIFIED MAIL**

Miranda Grace Edwards  
35 Acorn Street  
Pittsburgh, PA 15207

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

Dear Ms. Edwards:

I write to advise that Duquesne Light will be visiting your property in the coming days to place a tag on our meter indicating that it is not to be exchanged with a smart meter during the pendency of the formal complaint referenced above.

Please note that this is merely an interim measure intended to prevent an inadvertent meter exchange during the pendency of this legal proceeding. It is not intended to be, and should not be construed as, a permanent avoidance of Duquesne Light's obligation to install smart meters throughout its service territory. Additionally, Duquesne Light reserves the right to petition the Public Utility Commission for permission to exchange our meter with a smart meter during the pendency of your formal complaint (if circumstances warrant) and also to take any necessary actions to respond to emergency conditions.

Once your formal complaint is resolved, Duquesne Light will remove the tag and proceed in accordance with that resolution.

If you have any questions, please feel free to call me.

Sincerely,



Jeremy V. Farrell  
P. Shane Miller

TADMS:5061267-1 014657-158498

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIRANDA GRACE EDWARDS,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No. C-2018-3002741

**AMENDED COMPLAINT**

**I. INTRODUCTION**

Pursuant to Section 701 of the Public Utility Code, 66 Pa. C.S. § 701 and Sections 5.91, and 1.81 of the Commission's Regulations, 52 Pa. Code §§ 5.91 and 1.81, the Complainant in the above-captioned matter respectfully submits this Amended Complaint. This submittal amends the Formal Complaint filed with the Pennsylvania Public Utility Commission ("PUC" or "Commission") on or about June 14, 2018. In support of her Amended Complaint, the Complainant sets forth the following.

1. The Complainant ("I") is:

Miranda Grace Edwards  
3835 Acorn Street  
Pittsburgh, PA 15207

2. I am a *pro se* complainant and have not retained counsel.

3. Respondent is Duquesne Light Company ("DLC"), an electric distribution company ("EDC") regulated by the Commission.

4. I am an electric customer of DLC receiving residential service at the address above under account number 5241582885.

## II. REASON FOR COMPLAINT

5. On or about June 12, 2018, I received from DLC a three-day shut-off notice threatening to cut off service to my residence on June 15, 2018. The shut-off notice is attached as Exhibit A.
6. The shut-off notice claimed that the reason for the threatened termination was "non-access." See Exhibit A.
7. My residence is heated by a gas furnace that does not function without electricity. Without electricity, the house will lack heating during the cold winter months. A lack of heating would cause me to suffer (potentially fatal) physical harm if I remained in my residence. A lack of heating would almost certainly cause water pipes to freeze and burst, which in turn would cause severe damage to my residence.
8. My residence is cooled by an air conditioner that does not function without electricity. More often, it is cooled by small fans that also do not function without electricity. Without electricity, the house will lack cooling during the hot summer months. A lack of air conditioning could cause me to suffer physical harm if temperatures become extremely high.
9. My residence contains a gas stove with electronic ignition that does not function safely without electricity. Without electricity, I will be unable to cook food in my residence.
10. My residence contains a refrigerator that does not function without electricity. Without electricity, I will be unable to store perishable foods in my residence.
11. I require uninterrupted (to the extent physically possible) electricity service to my residence. Electricity is a basic utility that is essential for a decent quality of life in today's world. Having my electricity shut off would essentially make it impossible for me to live in my own home.
12. I am happy with the service I am currently receiving. My account is in good standing and the bill is always paid on time. The only reason DLC seeks to shut off electricity service to my residence is that I will not consent to the installation of an activity-monitoring device that also carries a fire risk and potential health effects.
13. The living area of my living space measures 1,356 square feet. It is a small house, and every part of my living space is used regularly by the house's occupants.
14. In April 2018, I received a letter from Duquesne Light Company (DLC) dated April 4, 2018, informing me that "in the coming months," DLC would "exchange the existing electric meter" at my home for "a new, digital model." The letter went on to state (in a section titled "What We Will Do") that DLC would call me at "the following phone number" and provided my correct mobile phone number. I had heard of "smart meters," and began researching to determine whether I wanted to use one at my home. I reference a small sampling of the information I found elsewhere in this complaint. The more I learned about smart meters, the more apparent their privacy, safety, security, and health risks became. It also appears that no adequate recourse for overbilling exists once a smart meter is installed. Furthermore, it appears that customers will be

forced to incur additional costs that have no relation to their actual rate of electricity consumption, such as future time-of-use pricing, the cost of the smart meter itself, and the electricity the smart meter uses.

15. Within a week or so of receiving the initial April 2018 letter, I called DLC's customer service number. I wanted to inform DLC that I do not consent to the installation of a smart meter. The customer representative who took my call spoke in an agitated, confrontational tone right off the bat. She said I could not "opt out" because of Act 129 and that I was required to let DLC replace my "obsolete" equipment. I asked to speak with a manager and she denied the request. I actually found myself trying to calm *her* down. I told her that I understood she was just trying to do her job and said something to the effect of how I, in the same way, was only looking out for my own safety and privacy. She offered no resolution to my call. I asked her to at least register the complaint in my account, but I have no idea whether she did. (I'm sure this call was recorded and that the PUC could verify the substance of my recollection here if needed.)
16. On May 10, 2018, a contractor from Wellington Energy Co. parked in front of my house. I had no reason to expect him; I had not received a phone call from DLC or anyone else regarding the meter installation (as specified in the April 2018 letter). If a DLC representative in fact called, it was from an unrecognized number and they did not leave a voicemail. The contractor arrived at approximately 9:30 a.m.; it was purely by chance that, running late for work, I happened to be home. He would have installed the meter but I asked him not to, and he politely assented. I told him some of the information I had learned while researching digital meters—in particular information that probably explains why Pennsylvania (supposedly) lacks an opt-out provision unlike other states. The contractor seemed sympathetic even though, as he told me, he was paid per meter he installed. He said the information regarding House Consumer Affairs Committee Chairman Bob Godshall's clear conflict of interest didn't surprise him "at all." He warned me that DLC would threaten to shut off my service, and we wished each other a good day.
17. A day or two later, I received a voicemail from DLC saying that they had been "unable" to reach my meter and asking me to call and reschedule. I did not call the number provided because I don't want the digital meter. Within a week, I received a letter from DLC dated May 14, 2018. It was the same letter as the previous one, except DLC had included a "Smart Meter Q&A" sheet. As one would expect, it extolled the virtues of smart meters and downplayed health concerns in a cute infographic showing how little RF a smart meter emits compared to household appliances most people own. The figures for RF exposure given by utilities are time-averaged numbers that hide the smart meter's sharp spikes and disguise the fairly continuous nature of the pulses—every four to five seconds. The sharp RF spike pattern does not resemble cell phones or Wi-Fi. Both cell phones and Wi-Fi can be strong RF emitters, but people can choose to change how they use these. Growing public awareness of RF exposure has led some to choose a wired internet connection or use a wired phone at home. However, most people are not offered a wired smart meter, and once it's installed the resident can't turn it off or move it. Exposure to this source of RF is out of a resident's control, as is the rate and intensity of the RF radiation. As a matter of fact, it seems to be out of everyone's control. Some sources say a large percentage of the RF emitted by the smart meters is part of the "mesh network" talking to itself mostly for the purpose of network synchronization rather than measuring or transmitting a

resident's consumption of electricity. The smart meter Q&A sheet I received made no attempt to address the major privacy and security concerns I have about digital meters.

18. Around the time I received the letter and Q&A sheet, I received a separate notice of a DLC rate increase. That is not an essential part of my complaint, but adds insult to injury.

19. On May 18, 2018, I received a letter from DLC stating they had "made several attempts" to contact me but were "not able to gain safe access to the meter." It said I must contact them "no later than 6/1/18" to arrange the meter exchange. This form letter excluded the fact that I initiated contact with DLC an attempt to address the issue, but was denied even the opportunity to speak with a manager.

20. On or about June 1, 2018, I initiated the informal complaint process by phone with the PUC against DLC. I was told this informal complaint would have no effect on my situation, but after reading PA Code §56.92 I aver this is false:

"A public utility may not mail or deliver a notice of termination if a notice of initial inquiry, dispute, **informal or formal** complaint has been filed and is unresolved and if the subject matter of the dispute forms the grounds for the proposed termination. A notice mailed or delivered in contravention of this section is void." (Emphasis added)

The same day, I sent an email to the address DLC provided in the May 18 letter (Attachment B in my original complaint).

21. PA Code §56.92 has some bearing on my formal complaint in light of a second surprise visit to my home on June 12, 2018 (referenced above in paragraph 5), this time by an employee of DLC. He also politely honored my request to leave my existing electricity meter, but handed me a shut-off notice to take effect on June 15, 2018. I was already in the process of doing additional research for my original formal complaint, but I now had less than three days to complete it. As a result, I was forced to rush the filing of my original complaint simply to prevent DLC from shutting off my electricity. I called the PUC number for help filling out the formal complaint form and spoke to a woman who was pleasant and helpful, but also did not mention that according to the PA Code, the unresolved informal complaint made DLC's shutoff notice void.

I later surmised that the PUC representative with whom I spoke on June 1 may have **actively prevented me from filing an informal complaint, in violation of PA Code §56.92, §56.142, §56.151, and §56.162-§56.166.**

22. Since the initial filing of my Formal Complaint, I have researched additional safety concerns regarding smart meters.

23. I believe that the Itron SK9AMI7 HW 3.1 OpenWay CENTRON Singlephase Smart Meter, which DLC seeks to forcibly install on my house, emits at least 1,268 pulses of RF and LF radiation per day—but possibly as many as 11,404,800 (132 times per second). And this range excludes the smart grid system of which the meter would be a part. Here I reference fellow DLC complainant and retired aerospace engineer Francis Hriadi's New Matter answer #5

dated January 24, 2017 (PUC filing docket number C-2016-2571726). In this document, Hriadil details how "[DLC's] statement that 'the Company's smart meters...transmit RF waves for only short periods every day' is ... disingenuous and blatantly untrue. The SK9AMI7 Smart Meter, in fact, pulse radiates high intensity RF waves 100s to 1000s of times a day to communicate with the other Smart Meters in the Smart Grid, and/or with the Cell Relay." Hriadil notes that it took a court order from California PUC ALJ Amy C. Yip-Kikugawa to compel PG&E (California EDC) and Itron to provide true data. It is important to note that Itron is the manufacturer of the SK9AMI7 HW 3.1 OpenWay CENTRON Singlephase Smart Meter being deployed by DLC. Numerous studies, which I and others have referenced extensively elsewhere, have shown detrimental health effects associated with electromagnetic waves such as those transmitted by smart meters including those used by DLC. DLC's direct answers to my interrogatories will clarify my statements in this amended complaint.

24. I believe, and therefore aver, that the deployment of any wireless device by DLC on my premises constitutes unsafe service to me, and would constitute DLC's ongoing creation and perpetuation of an unsafe and unhealthy condition at my home and the surrounding property in violation of Section 1501 of the Public Utility Code.
25. The Public Utility Code and the Commission's regulations require that regulated utilities such as DLC "furnish and maintain adequate, efficient, safe, and reasonable service and facilities." (66 Pa. C.S. § 1501; 52 Pa. Code § 57.194)
26. The Public Utility Code and the Commission's regulations further require that DLC make all "repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public." (66 Pa. C.S. § 1501; 52 Pa. Code § 57.194)
27. Neither DLC's continued deployment of the current wireless AMR meter nor DLC's deployment of a wireless AMI meter at my residence is necessary or proper for the accommodation, convenience, and safety of its occupants.
28. Neither DLC's wireless AMI meters nor the mesh network of which they are a part have been proven to be safe for customers' homes and the installation of such devices constitutes unsafe service in violation of Section 1501 of the Public Utility Code.
29. On October 24, 2018, Administrative Law Judge (ALJ) Jeffrey Watson issued an interim order concerning my complaint. In the Procedural Background section of the order, he stated: "Complainant also averred that Respondent provided her with a termination notice after she filed a formal complaint."

This statement is factually incorrect. As I have recounted in paragraph 21 above and in my original complaint, DLC served a 72-hour termination notice to me on June 12, 2018. I filed my original formal complaint on June 14, 2018. I aver that PUC itself actively prevented me from filing an **informal** complaint on June 1, 2018, and that by doing so PUC acted in violation of **PA Code §56.92, §56.142, §56.151, and §56.162-§56.166.**

30. On October 29, 2018, I called PUC to learn the proper procedure for correcting the record to reflect the facts of the matter described in paragraph 28 above. This time I recorded the call, and immediately informed each PUC representative I was doing so when we spoke.

I briefly spoke with one woman who connected me to a man she said could answer my question. From the beginning of our conversation, this man's behavior was rude, confrontational, and condescending. He repeatedly spoke over me, insisting that it was impossible to address the issue at all and I would have to "wait for the hearing." When I tried to speak, he would shout, "Ma'am, ma'am!" as if I were the one shouting at him.

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

The specified deadline of January 4, 2019, was impossible for me to meet. The interim order of November 28, 2018, was filed six days after Thanksgiving—well into the holiday season when I, and likely most experts, have increased family obligations.

While DLC has a stable of (likely paid) witnesses lined up to testify in response to multiple complaints, I am one *pro se* complainant with a full-time job and other responsibilities. I did not already know suitable witnesses at the time the November 28 interim order was entered.

32. On December 10, 2018, I filed a motion to adjust the initial litigation schedule. This request reflected my concerns as stated in paragraph 31 above. I averred that the schedule as set forth would be impossible to meet and requested more time. I asked to extend the January 4, 2019, deadline to February 28, 2019. I asked to extend the February 28, 2019 deadline to conclude discovery to April 25, 2019. I requested to extend the date to file a "progress report" from March 11, 2019, to May 7, 2019.

33. As of March 4, 2019, I have received no response from either PUC or DLC concerning my motion to adjust the initial litigation schedule.

34. On December 18, 2018, DLC filed a motion to extend the discovery response deadline. This motion was granted and also agreed to by me.

35. On or about January 31, 2019, I received an envelope from DLC Counsel via U.S. mail. The envelope contained a two-paragraph letter dated January 30, 2019, and a CD with 21 files constituting DLC's responses to my discovery requests. DLC supplied no direct answers to any of my questions.

### III. RELIEF SOUGHT

36. I respectfully request that the Commission compel DLC to abide by the requirements of Section 1501 of the Public Utility Code and Section 57.194 of the Commission's regulations to provide safe and reasonable service to me.
37. I respectfully request that the Commission allow me to obtain and install an electromechanical (or analog) meter at my own cost, and to report readings to DLC.
38. I respectfully ask the Commission to compel DLC to cease and desist from any attempts to install a wireless smart meter or other harmful equipment on my property, because such an action is a violation of Section 1501 of the Public Utility Code and Section 57.194 of the Commission's regulations.
39. I respectfully ask the Commission to order a permanent stay of any termination on the part of DLC against me for any alleged denial of access to the meter on my property.
40. In the alternative, and pursuant to 52 Pa. Code §1.91, I respectfully request that the Commission order the waiver of any rule, regulation or Commission Order that the Commission believes requires DLC to deploy a wireless EMF-emitting meter on my premises.
41. I respectfully ask the Commission to respond to my motion to adjust the initial litigation schedule and grant my requests for extensions.
42. I respectfully ask the Commission to grant additional requests for extensions based on the disorganized and unhelpful nature of DLC's responses to my first set of discovery requests.

### IV. CONCLUSION

Based on the foregoing, I respectfully request that the Commission sustain my Formal Complaint and issue an Order granting the relief requested and any other remedy that the Commission deems just and appropriate. If ALJ Watson cannot perform his duties in an impartial manner, then I request that ALJ Watson recuse himself and that the Commission appoint another ALJ to preside over my Formal Complaint. If the Commission cannot perform its function in an impartial manner, then I request that the Commonwealth Court preside over my Formal Complaint.

Respectfully submitted,

  
\_\_\_\_\_

Miranda Grace Edwards

March 4, 2019

**1.36 Verification**

Verification

I, Miranda Grace Edwards, hereby state that the facts above set forth are true (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. section 4904 (relating to unsworn falsification to authorities).

09/04/19

Date

Mg

Signature

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIRANDA GRACE EDWARDS,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No. C-2018-3002741

**CERTIFICATE OF SERVICE**

I, Miranda Grace Edwards, hereby certify that I have this day served a true copy of my Amended Formal Complaint in the above referenced matter upon Counsel for the Respondent listed below in accordance with the requirements of 52 PA Code § 1.54 (relating to service by a participant):

**VIA EMAIL:**

Paul Shane Miller, Esquire  
PA I.D. No. 319174  
[smiller@tuckerlaw.com](mailto:smiller@tuckerlaw.com)  
1500 One PPG Place  
Pittsburgh, PA 15222  
Fax: 412-594-5619

Dated this 4<sup>th</sup> day of March, 2019



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Miranda Grace Edwards  
[msea.mdew@gmail.com](mailto:msea.mdew@gmail.com)  
3835 Acorn Street  
Pittsburgh, PA 15207