

Addressing Respondants Motion to Dismiss

Paragraph 1 item #20 in docket item ANSWER item #11 in Dismissal motion of Respondent Defines that Commission has no plausible means as a creature of Tariff cited to remedy and Respondent also denies any virtue in Tariff by which Complainant can request declaratory relief. The Tariff itself is thereby challenged as the entry of ALJ Judge parameter as well as the complainants parameter of constrictive form of substance as Tariff is the tool by which Respondent is seeking leverage to engage in defending Respondent's approach and position.

Paragraph 2 The distinction of the Tariff has consideration to EMF virtue with RF per the wording opt out model as assigned to Tariffs label of the wireless model of the Advanced meter. The Tariff however, has no consideration likewise presented per the wording of the opt in model as assigned to Tariffs label of the non-standard opt out as the version is the non-wireless model of the Advanced meter version. That latter is presented as (1)*Commercially available* in construct of Vendor requirement to locate. The Construct in description of required Traditional models wording is also supported with Tariff statute to be presented as a (2) *non communicating* requirement.

Paragraph 3 Two points are ambiguous in the Statute terminology both are not applicable to the ANSWER by Respondent on pg 3 final paragraph. Respondent is reciting that the (PSC Mo. No 6 Sec 5 Original Sheet NO 11) which is not applicable per the quoted "sentences by above parenthesis" per the particulars specification of non AMI relevance to this Case Matter.

Paragraph 4 In rebuttal I contend that none of "those sentences cited" are applicable to the Current Analog Meter in this Case. The "sentence's cited" are not relative to this Account. The particular's of the cited sentence's revolve around AMI meter having an option to opt out for non-standard..alternately if furthers to encumber with a lot of semantics that only make sense if the

Consumer already has an **existing non** AMI installed. Sentences prescribe that alternately IF REQUESTED by Consumer that a non AMI will remain or be installed. This is indicative of a swapping of a like model from the pre-existing terminology of the an existing non AMI already in existence as in previously installed upon the Consumer's account. However, it is not indicative to discuss what is the course of action when an Account has a preexisting conditional with an Established account with an ANALOG meter.

Paragraph 5 The Respondent's citations have no RELEVANCE of substance to the particulars of this Case Matter's specificity. The Tariff itself is a sub contract and as such cannot extinguish the existing original Analog line of service established with the particulars of this account. If the Respondent breaks the original contract that is breach of contract.

Paragraph 6 The opt out Tariff is a choice made by Vendor to use wireless meters that is not inclusive of Grandfathered accounts with Analog retention. That was never a forced involvement by the Consumer to partake into the wireless meters. The non wireless meters as described non AMI which simply means non wireless is a line that was alternately only to be "**offered by request** of Consumer" and literally solely the Respondents rationale for the Tariff in order to impose a fee to read the meters that were once manually read with no surcharge to begin without Consumer consent an imposed FEE per either the cost burden of Respondent to read the non-standard meter as an "Electric" meter. Nowhere does the Tariff address a charge to read the existing Grandfathered accounts who retained their Analog meters. The FEE was designed to collect from those Consumers interested in requesting a non standard meter and those Consumer's were therefore according to the sentences requiring to have an attendant to either walk up to read the digital non standard meter or perhaps drive by with binoculars per the Electric meter is non AMI in the Tariff explanations.

Paragraph 7 The Tariff is not a mandate of type of meter required to an existing Consumer it would however be applicable to a party who bought a home and found that the existing meter was AMI upon that property and then the relevance of the Respondent would be applicable according to the Tariff cited.

Paragraph 8 The terms of the non AMI meter though integrated for purposes of the Account holders involved in the quote version of existing meters per the quote terms of those Accounts applicable to those opt out program initiatives per an existing AMI or NON AMI scenario.

Paragraph 9 But the Relevance of the Tariff was not a binding obligation to a Grandfathered Analog Account holder as a Consumer which is this Case matter. The Tariff is not a mandate to PSC having any jurisdiction to phase out Analog account holders a Tariff is to address imposing Fee's with regard to those accounts that were either by thier own volition interested in wireless meters or already had one on the property that they became involved in when they started up a new account with Vendors who are participating in wireless meters. The entire matter of taking Energy 10 grant Federal funds was a choice of Vendors and yet that program was Vendor optional and is not a mandate of any kind for Consumers. The Advanced meter rule for Vendor's who are desirous to provide Advanced meters is only in regard to Vendor's who need it a way to address Tariff's as you know that is not the FULL SCOPE of PSC jurisdiction and yet you are projecting that in hope to gain entry of your approach that I have not stated a claim. It is especially now that your Vendor after the twice attempts to trespass to unlawfully remove my Existing meter comes as defense that my claim is that Tariff Rules are inapplicable to my Established pre existing Account as one that is Grandfathered and binding to those terms.

Paragraph 10 to be aware that those with existing advanced meters will be able to partake going forward in the Tariff's terms. The was not for all intensive purposes anything more than a promotion of fee collections for reading of meters that are non wireless and requiring those participant Vendor's to utilize the Tariff as some sort of leverage or means by which to pursuit to extinguish rights of preexisting established Consumer account holders with existing original contract Analogs to oblidge to the Tariff terms at all is nowhere in the wording of the Tariff. The current Tariff interpretations of the Respondent in above reason is without the Word Analog which it is therefore impossible to bring relevance to this Tariff that has been cited since the end of the preliminary informal complaint. The Tariff is non applicable to the terms of contract with an Established continuum Account

holder with a preexisting Analog meter with rights of retention of Original account terms.

Paragraph 10 Respondent states in ANSWER c- paragraph 2 and final sentence *(2) even in the Tariff the statute 386.820 by description is in contradiction that a non standard meter is presumed as non communicating. I have gone over this with thorough intensive comprehensive dissection in my Petition case for reference of the scientific proof that it has a circuit board intact and as such a circuit board retains currency of the D.E.; dirty electricity and can also via D.E.; dirty electricity communicate back to the pole and to transmit via electrical current the stats of my appliances. The evidence that was in question is the non standard communicating or not. This was presented thoroughly at hearing OX-2026-0045 by an EMRS Expert. Your Vendor representative was there at that hearing and did not ask or defend that such science was going to be offered to prove that the non standard meter is a non communicating meter. The Tariff in fact in the statute never states that the wording non communicating is in fact directly referencing the non-standard meter and the wording in statutory does not in fact specifically state that a non-standard meter is a non communicating meter. The statute is open ended it does not clarify why the wording non communicating is utilized and it does not cite that in fact a non-standard meter is a non-communicating meter. **Paragraph 11** So, it is mere speculation that your ANSWER is by speculation attempting to utilize 386.820 to equate to the applicability not only in regard to that non standard meters as Advanced meter that is in FACT COMMUNICATING at all! Your answer never made any finite objection. This is due to the ambiguity of 386.820 as only providing a proportional description of COMMUNICATION in GENERAL and the fact is All Advanced meters are capable of communicating that is why they have a motherboard(circuit boards) so that the Consumer can be charged by a 15 minute window value of the Energy consumption that is reported back via communication to the mother board per direct communication from the non standard meter to the appliances and relay that communication in a loop.

Paragraph 12 SO IN FACT ALTHOUGH the 386.820 does some specific qualities

the overall point of the qualities as distinguishment of discerning what the exact methods of Communication are WHERE THE STATUTORY falls short is that it does not contain or describe that it has sufficiently covered all the methods of communication possible with the line of Advanced meters in particular it never states that the non standard meter does not communicate in the wording.

Paragraph 13 Statute 386.820 it does describe ALL terms of COMMUNICATION and that is mere speculation on your part Opposing Counsel as the Respondent for you to incite and for you to implicate that the non standard meter is being qualified as non communicating in statute 386.820 as it is nowhere stating this STATUTE is ALL INCLUSIVE of every type of COMMUNICATION as it does not state this is an all inclusive list and since the word is Communicating the statute would have to exclude any Advanced meter that is communicating and therefore the non standard meter would be excluded as it is communicating.

Paragraph 14 Your interpretation is to make inclusion of the non standard meter as non communicative under the guises of trying to insist it qualifies to adhere to the relevance of NON COMMUNICATIVE properties wording in the statute 386.820. But, since non standard does communicate and has a circuit board and since non standard is not specifically noted as inclusive of NON COMMUNICATIVE properties the statute would have to cite every single type of Communicative properties in order to render coverage of the non standard meter's method of communication. It by conclusion therefore my Summation by Definition of the need to define COMMUNICATION with **the non standard meter as occurring that regardless of the derivatives of Communication being exemplified in Statute 386.820 that in fact the overall prerogatives for Respondent to deny that the non standard meter is communicating** from citing that statute is like taking scientific wording and expressly defying the laws of what Communication per a circuit board entailment with electrical current of Transient's are scientific evidence conductively doing as that itself is COMMUNICATION in a loop from the circuit board in a loop back from the appliance.

Paragraph 15 The Statute did not state it was providing an "all inclusive list of communication methods" and therefore since we know that the non standard

meter is communicating we can per FULL INTERPRETATION of the point of statute addressing COMMUNICATION at all per therein is the assured need to address that any ADVANCED METER could not be exempt as ALL ADVANCED METERS COMMUNICATE per that is why they are **digital equipment 407.005. Digital electronic equipment definition.** — **As used in this chapter, unless the context clearly requires otherwise, the term "digital electronic equipment" shall mean any product that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to the product; provided however, that such term shall not include any motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer, or any product or service of a motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in that capacity. In this Advanced meter line every version including the non standard is creating TRANSIENT's due to a part that is in fact defective to usage application prerogatives hence the lack of surge protection is creating an TRANSIENT and as such the non standard Advance meter emits transient D.E.; dirty electricity so there is my concrete evidence that non standard has means and a way of communicating that is precisely cited by EMRS expert in HEARING OX-2026-0045.**

Paragraph 16 and those methods are described in great detail with scientific instruments that can in fact tell that the non standard meter is communicating with our Appliances and retaining that to engage in calculating our % charged for energy usage per a 15 minute window which is why the non standard includes the circuit board in the first place it would otherwise not be necessary. Our Expert explanationed all of those intracasies in communication of the non standard meter. So, to preserve the fact that circuit board in the non standard meter was for COMMUNICATION purposes of relayed communication with appliances. So, although the statute does discuss certain methods of Communication. Statute does not claim to be making an attempt to be ALL inclusive.

Paragraph 17 Since Statute 386.820 provide need to address COMMUNICATION I therefore preserve that in doing so my role is to present to ALJ JUDGE that in fact 386.820 does not claim to have described. In fact the description elaborations are more exemplified to help exclude that merely turning

off the wireless part would not qualify as non communicating as the part itself could be reactivated remotely or hacked. The descriptions exemplified are not an all inclusive list of modes of Communication but rather a prevention of misuse of equipment that would otherwise be attempted to be substituted by Vendor's as adequate.

Paragraph 18 I strike to remove that Respondent is continually attempting to intervene in my current Analgo contract by quoting Tariff sub contract due to there is no relevance and in fact it is an abatement for the terms of my Grandfathered account as some kind of desuade and redirect of ALJ Staff Attorneys as well as ALJ Judge.

Paragraph 19 ALL Methods of Advanced meters are culprit to their capabilities of communication per thier circuit boards as rendering that communication for summation of 15 min cost window billing parameters. So, ALI Advanced meters are inclusive to the Statutory 386.820 Communicating capable electronic DIGITAL equipment. So, unless statutory would have stated that certain specific models were deemed tested scientifically and had their circuit boards removed, etc. That is my affirm per componentry science that DIGITAL EQUIPMENT and it circuit board based electronics as DIGITAL performance is ALL inclusive of DIGITAL COMMUNICATIVENESS is scientific fixed as finite. I reiterate again unless circuit board is removed and as such there is my point of CONTENTION that in regard to Communicative capabilities It is my postion that only a non circuit board meter with no means of recording per no circuit board can qualify as a Traditional METER so I'm saying what is being addressed as the LABEL of statutory is to constrcut some terms of what COMMUNICATION entails and therefore, the statutory can be true be it can also be misleading and ambiguous. Which is what we explained at the HEARING OX-2026-0045.

Paragraph 20 My account is a non communicative non DIGITAL account equipment as an estalished ANALOG mechanical meter Established account with the pre exsiting terms of original contract intact.