

Brief

Following the evidentiary hearing July 16, 2019

Case #18-1828-EL-CSS

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PUCO

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Opening Statement

On July 16, 2019, I walked into what I thought would be a hearing to display my evidence. But it turned out to be an unconventional court hearing, with an un-elected judge. She turned out to be a good person, but I was caught off-guard by the procedure. I thought the PUCO was a little more consumer friendly

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Observations

My 1st observation was that Tanner Wolffram, attorney for AEP, tried to insist that the evidentiary hearing had a single focus, the \$24 per month fee. He brought that up many times, displaying an enormous greed, and exposing a disregard for customer service and customers wishes.

My 2nd observation was that practically all my exhibits were thrown out of court. Even my own medical records.

My 3rd observation was that Tanner Wolffram, attorney for AEP, said that case #13-1939-EL-RDR on Feb 1st, 2017 settled the mandatory argument. But I think he lied. From what I read of the case, it had nothing to do with whether or not I am mandated to pay a \$24 monthly fee.

My 4rd observation was that Tanner Wolffram, attorney for AEP, referred several times to the \$24 fee as a tariff. But tariffs are generally considered punishment on imports. How does that apply to a utility customer.

My 5th observation was that the court refused to recognize Constitutional Law. But, this is the highest law of the land, nobody can ignore it.

My 6th observation was that Paula S.Igo, Ohio Power, stated that the main purpose of smart meters was efficiency. But I think AEP has spent enough fighting me in this case that they could have read my meter for the rest of my life. Obviously, efficiency was not important.

My 7th observation was that Paula S. Igo claimed 'Operational Benefits' to smart meter, but had no proof. Actually, AEP has never shown that smart meters were a benefit to my family, in any way.

Defense

In my defense, I pointed out that:

-AEP is attempting to rescinding our contract. And that I had made a counter-offer. Contract law dictates we we must come to agreeable terms. If we don't, they are compelled to abide by the original contract. Since they are a monopoly, they can't simply walk away.

-That smart meters cause health problems. I showed lots of evidence. Also I showed where my wife and I have special medical conditions that need special attention.

-That smart meters cause house fires. It is well known all over the world, especially following the PG&E bankruptcy. Many communities have forced utilities to remove meters, to protect the citizens.

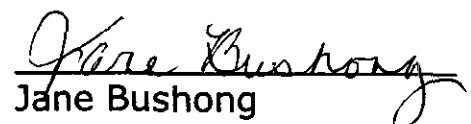
Conclusion

All-in-all, I showed that reasonable men would conclude that smart meters present a lot of risks. Those risks are to individual health and to structures.

AEP has failed to make their case.

I have attempted to settle this in a reasonable manner, but AEP refuses to work with a 30 year customer.


Ned Bushong


Jane Bushong