

August 8, 2012

**VIA HAND DELIVERY & ELECTRONIC MAIL**

Luly E. Massaro, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: Docket 4342 - Tariff Advice Filings to Amend  
R.I.P.U.C. NG-Gas No. 101 and R.I.P.U.C. No. 2072  
Responses to Commission Data Requests (Set 1)**

Dear Ms. Massaro:

Enclosed are National Grid's<sup>1</sup> responses to the Commission's First Set of Data Requests concerning the above-captioned proceeding.

Thank you for your attention to this transmittal. If you have any questions regarding this filing, please feel free to contact me at (401) 784-7288.

Very truly yours,



Jennifer Brooks Hutchinson

Enclosures

cc: Docket 4342 Service List  
Steve Scialabba  
Leo Wold, Esq.

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<sup>1</sup> The Narragansett Electric Company d/b/a National Grid ("Company").

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-1

Request:

With regard to the total number of residential gas customers, how many and what percentage currently have Automated Meter Reading (“AMR”) meters? If there are any gas customers still without AMRs, will the new recurring charge appear on their bills?

Response:

Commission 1-1-Gas

As of July 19, 2012, the total number of installed residential gas meters is 240,214. Of this number, 240,002 are equipped with AMR, or 99.91 percent (212 meters do not have AMR technology).

To the extent practicable, the Company intends to retrofit the remaining 212 meters with AMR technology. Only those customers who specifically request that the AMR meter not be installed will receive the recurring monthly charge on their bill. The recurring charge will not apply to meters that the Company has decided not to retrofit with AMR technology (because of technical or access issues, for example).

Commission 1-1-Electric

As of July 19, 2012, the total number of installed residential electric meters is 442,415. Of this number, 426,709 are equipped with AMR, or 96.45 percent (15,706 meters do not have AMR technology).

To the extent practicable, the Company intends to retrofit the remaining 15,706 meters with AMR technology. Only those customers who specifically request that the AMR meter not be installed will receive the recurring monthly charge on their bill. The recurring charge will not apply to meters that the Company has decided not to retrofit with AMR technology (because of technical or access issues, for example).

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-2

Request:

Please provide documentation of the number of requests the Company has received from customers over the most recent twelve month period for the installation of non-AMRs (please be sure that no duplicate inquiries are included in this number, i.e., one customer seeking a non-AMR for both gas and electric at a single premise).

Response:

The Company has received at least two requests for the installation of non-AMR meters that required engagement above and beyond the Company's routine Customer Contact Center. The first was from Ms. Adkins, which began with a request to Customer Order Fulfillment in or around June 2011, with a follow-up letter to the Rhode Island Public Utilities Commission (the "Commission"). A copy of the letter to the Commission is attached to this response as Attachment COMM 1-2-1. The second request was a letter from Ms. Blum to Steven Holiday dated May 4, 2012. Documentation of this request is provided as Attachment COMM 1-2-2.

Prepared by or under the supervision of: Chris Kelly

William & Mary Adkins  
78 White Falls Trail  
Wakefield, RI 02879  
(401) 284-4530  
[starsurfer@cox.net](mailto:starsurfer@cox.net)

September 14, 2011

Rhode Island Public Utilities Commission  
Division of Public Utilities and Carriers  
Attn: Al Contente, Engineering Division  
89 Jefferson Boulevard  
Warwick, RI 02888

Subj: Consumer Complaint Against National Grid (Electric) Filed by William & Mary Adkins,  
Account # 78266-05026

Ref: (a) Letter from William & Mary Adkins to RI Public Utilities Commission dated July 15,  
2011  
(b) Letter from National Grid (M. Albanese) to Mary Adkins dtd August 8, 2011

Encl: (1) Citations From the Medical/Scientific Literature Regarding the Biological Effects of  
Radiofrequency Radiation  
(2) Professor Olle Johansson's List of Authorities  
(3) Studies Reporting Biological Effects of Radiofrequency Radiation (RFR) at Low  
Intensities  
(4) Navy Medical Research Institute Bibliography of Reported Biological Phenomena  
("Effects") and Clinical Manifestation Attributed to Microwave and Radiofrequency  
Radiation, Research Report compiled by Zorach R. Glaser, Ph.D., LT, MSC, USNR  
(5) Amended Declaration of Curtis Bennett; Morrison v. Portland Public Schools  
(6) Declaration of Dr. David O. Carpenter, MD; Morrison v. Portland Public Schools  
(7) Declaration of Lloyd Morgan; Morrison v. Portland Public Schools  
(8) Declaration of Barrie Trower; Morrison v. Portland Public Schools  
(9) Bioeffects of Selected Nonlethal Weapons/FOIA request dated Dec 13 2006  
(10) Letter from Olle Johansson to California Public Utilities Commission dtd July 9, 2011

Dear Mr. Contente,

We recently sent the reference (a) complaint to the Rhode Island Public Utilities Commission regarding National Grid's refusal to remove an electric meter from our home at 78 White Falls Trail, Wakefield, Rhode Island. This is an Automated Meter Reading (AMR) meter equipped with a radiofrequency transmitter that broadcasts every few seconds, 24 hours a day. Our physicians have advised us we must avoid exposure to this type of radiation. Of particular concern is the life-threatening immune response our youngest son has to radiofrequency (RF) radiation, like the type emitted by this meter. We recently received the reference (b) letter from National Grid saying they are "unable to remove this meter" from our property.

We are requesting our complaint be forwarded to an attorney in your Legal Division for the following

reasons. First of all, we purchased our home in April 2011. The AMR meter was already on our home at the time of purchase. Let us make it clear that there was no informed consent given for this meter. At no time were we told that this meter emitted pulsed RF electromagnetic radiation every few seconds 24 hours a day, or that this radiation would be entering into our home (which we have confirmed by hiring a certified professional to measure it).

We have documented in writing that we want this meter removed and replaced with an analog meter. By refusing to remove it and replace it with an analog meter, National Grid is in violation of **Rhode Island General Law 11-35-1** governing Criminal Offenses by Public Utilities which states: ***“No person shall place any electric wire, apparatus, pole, bracket, insulator, or other device or appliance for the purpose of conducting currents of electricity upon any private property without the consent of the owners or of the agent of the owners.”***

On May 31, 2011, the World Health Organization International Agency for Research on Cancer officially classified electromagnetic radiation (like the type emitted by the AMR meter) as a **Class 2B Carcinogen**. (<http://www.iarc.fr/>) This classification applies to all wireless devices and includes cell phones, cell antennas/towers, WiFi, Smart Meters, and AMR meters. This means the radiation National Grid is sending into our home without our permission can potentially cause cancer. Yet National Grid has maintained in phone conversations with us and via correspondence that our current electric meter is safe and the radiation it emits is no different than that coming from our refrigerator.

On the contrary, the AMR meter is emitting pulse-modulated RF electromagnetic radiation. RF radiation (3 Khz – 300 GHz) falls on an entirely different part of the electromagnetic spectrum than that which comes from our refrigerator (60 Hz). In addition, our refrigerator is not actively transmitting pulse-modulated signals wirelessly every few seconds 24 hours a day like the AMR meter is. There are literally thousands of published, peer-reviewed scientific studies documenting that nonthermal, nonionizing RF and/or microwave radiation (like that emitted by this meter) is harmful to human health.

Leading scientists worldwide are calling for changes in scientific policy because of the inherent dangers to human health of RF/microwave radiation. Radiation safety standards (in this country and abroad) are decades old, not biologically based, and were not developed for chronic, cumulative exposure times. They are also not applicable to current pulse-modulated technology. Current standards adopted by the Federal Communications Commission (FCC) are based on 200 lb. healthy adult males, not children, pregnant women, the elderly, or individuals with chronic health issues. It is for this reason that many other countries are restricting and in some cases banning the use of wireless products like cell phones, WiFi, AMR meters and Smart Meters.

Existing FCC safety standards do not protect public health and the FCC is not a health agency. Per the FCC's own website they shift responsibility for wireless radiation safety to the Food and Drug Administration (FDA). The FCC website states: “The FDA is, however, the lead federal health agency in monitoring the latest research developments and advising other agencies with respect to the safety of RF-emitting products used by the public...”  
(<http://transition.fcc.gov/oet/rfsafety/rf-faqs.html#Q26>)

Yet the FDA website states the following: “FDA does not review the safety of radiation-emitting consumer products such as cell phones and similar wireless devices before they can be sold...”  
(<http://www.fda.gov/Radiation->

[EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm](#)

This ambiguity confirms that no one at the federal level is reviewing or monitoring the safety of AMR or Smart Meters or any other wireless devices. Therefore, it is incumbent upon our state agencies to take the lead on this issue and make accommodations for people with health issues or those that simply don't want to take the risk. Though the Telecommunications Act of 1996 (written primarily by the industry to deregulate itself) declares this technology "safe," independent science confirms this is simply not true.

Harmful biological effects from this type of radiation include migraines, nausea, vomiting, muscle spasms, heart palpitations and sleeplessness caused by intense bursts of RF radiation. It causes neurological, behavioral, cognitive, auditory, cardiac, and immune dysfunction; genetic damage; as well as leakage of the blood-brain barrier. Please see enclosures (1) through (8), all of which substantiate this type of radiation is unequivocally harmful to living organisms. Although enclosures (5) through (8) are sworn declarations written about WiFi technology, the information contained within them is applicable to AMR meters as well as Smart Meters. This is because AMR and Smart meters subject consumers to chronic, cumulative exposure to RF radiation just as WiFi does.

Please note that Mr. Bennett (in enclosure (5)) has identified and reported an error/omission in Canada's Safety Code 6 which **"is based on similar international standards as used in the United States."** This error/omission has resulted in the unlawful irradiation of our citizens from not only WiFi and cell phones but AMR and Smart Meters. People can choose if they want to assume the risk of owning/using a cell phone. People can choose whether they want to install WiFi in their homes. But consumers are not being given a choice when it comes to AMR meters and Smart Meters. These are being forced upon us in our own homes against our wishes.

National Grid's website states the following about AMR meters:

*"AMR allows us to collect an actual meter reading without entering your property to read your meter. With AMR, we can automatically read meters by simply driving a vehicle down your street—AMR reads your meter by using very short-range radio frequencies similar to a garage door opener. Each AMR meter has a unique identification code. The reading on your meter is transmitted through radio frequencies to a piece of equipment in the van."*

and:

***"Are there health hazards or safety issues associated with AMR? No, equipment operates at very low levels comparable to radio waves already present in the environment. All equipment has been designed to operate within state and federal standards."***

(source: [http://www.nationalgridus.com/narragansett/home/rates/5\\_amr\\_addl.asp](http://www.nationalgridus.com/narragansett/home/rates/5_amr_addl.asp))

National Grid's assertion that there are "no health hazards or safety issues associated with AMR" or that the radiation is similar to that emitted by our refrigerator is clearly false, deceptive, and misleading-- blatant misinformation, i.e., false equivalency for the purpose of equivocation. Though we would like to think they are simply misinformed, this hardly seems plausible considering there is a massive effort by leading scientists worldwide to raise public awareness about this issue. Their claims appear to be intended to deceive the consumer.

Garage door openers typically operate in the 300-400 MHz range and utilize a receiver/transmitter that emits only when the door needs to open or close. Conversely, the AMR meter emits pulsed, ultra-high frequencies every few seconds 24 hours a day. The fact that radio waves are already present in the environment does not constitute “proof” that AMR meters are safe. Radio waves are not pulsed, ultra-high frequency emissions like those that come from an AMR meter. And in fact there are a multitude of studies done on standard radio waves showing they also cause adverse health effects. AMR meters do not emit standard radio waves—they emit pulse-modulated radiofrequency/microwave signals.

The deceptive nature of National Grid's statements and the harm caused by RF radiation can be verified by contacting any of the following world-renowned scientists who specialize in the biological effects of electromagnetic radiation:

David Carpenter, MD  
Director, Institute for Health and the Environment  
University of Albany School of Public Health, New York  
Phone: (518) 525-2660  
Email: [Carpent@uamail.albany.edu](mailto:Carpent@uamail.albany.edu)

Magda Havas, PhD  
Associate Professor of Environmental and Resource Studies  
Trent University, Ontario, Canada  
Co-author, Public Health SOS: The Shadow Side of the Wireless Revolution  
Phone: (705) 748-1011 x7882  
Email: [mhavas@trentu.ca](mailto:mhavas@trentu.ca)

George Carlo, PhD, MS, JD  
Founder, Science and Public Policy Institute  
Former head of a \$28.5M research program for the cell phone industry  
Phone: (571) 277-1332  
Email: [glac44@aol.com](mailto:glac44@aol.com)

Curtis Bennett  
Chief Executive Officer  
Thermografix Consulting  
Phone: (250) 765-9897  
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Henry Lai, PhD  
Department of Bioengineering  
University of Washington  
Box 355061  
William H. Foege Building, Room N251A  
Phone: 206-543-1071  
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Olle Johansson, PhD  
Associate Professor  
The Experimental Dermatology Unit  
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Karolinska Institute  
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Martin Blank Ph.D.  
Associate Professor of Physiology and Cellular Biophysics  
Columbia University, College of Physicians and Surgeons  
Phone: 212.305.3644  
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Faculty of Biology,  
University of Athens  
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Based on their false and misleading statements, National Grid appears to be violating **Rhode Island General Law 6-13.1-2** governing Commercial Law/Deceptive Trade Practices which states ***“Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are declared unlawful.”***

By withholding information about potential health effects from consumers and misleading the public about the type and safety of radiation being emitted, National Grid appears to be attempting to deceive consumers. By engaging in this deception they have potentially endangered the health of tens of thousands of Rhode Island citizens--especially children, pregnant women, the elderly, and the chronically ill--all of whom are at higher risk of developing adverse health effects from this radiation. One need only look at the skyrocketing rates of autism, Attention Deficit Hyperactivity Disorder (ADHD), asthma, immune disorders, and neurodegenerative diseases in our state and across the country to see the possible effect this type of wireless technology has had on society's health over the past 15 years.

Despite the fact that the harmful biological effects of nonthermal, nonionizing radiation have been well known in the scientific community for decades, there has been no informed consent on the part of consumers with regard to these meters. National Grid has not notified its customers that the AMR meters installed on our homes emit radiation that is potentially harmful to human health. They have not informed customers that this radiation may cause cancer. They have not informed consumers about the ongoing scientific controversy concerning whether this radiation is safe so consumers can decide for themselves whether they want to be exposed. There has also been no notification to consumers about the potential for these meters to interfere with medical devices. Please see the following website for information about this: <http://ewh.ieee.org/soc/embs/comar/interfer.htm>

If there is no provision in Rhode Island for consumers to “opt out” of AMR meters due to health effects or civil rights reasons there needs to be, and we are asking your agency to take action in this regard. We have a young child who develops a life-threatening immune response to this type of radiation and he is entitled to protection. Under the U.S. Constitution, we as his parents have the right to protect him and National Grid is interfering with our ability to do so. If more consumers were informed about the health consequences of this radiation, we suspect many others might be able to link their health problems to the installation of these meters on their homes. We are fairly certain National Grid also has no intent to inform consumers about the potential health effects from Smart Meters either when they begin to roll these out across the state.

Currently we cannot safely use a portion of our home and property because of the radiation emitted by the AMR meter. Because of this National Grid appears to be in violation of **Rhode Island General law 11-44-1** governing Criminal Offenses/Trespass and Vandalism, which states: *“Every person who shall willfully and maliciously or mischievously injure or destroy or write upon, paint, or otherwise deface the property of another, or obstruct the use of the property of another....shall be guilty of a misdemeanor and shall be fined not exceeding one thousand dollars (\$1,000) and/or be imprisoned not exceeding one year, and shall be liable to make restitution for the injury or damage caused.”* National Grid is clearly obstructing our use of our property--both our home and our land--via the potentially carcinogenic emissions of this AMR meter.

National Grid also appears to be in violation of **Rhode Island General Law 11-5-2** governing Criminal Offenses/Assaults, which states: *“Every person who shall make an assault or battery, or both, with a dangerous weapon...which results in serious bodily injury, shall be punished by imprisonment for not more than twenty (20) years.”* Certainly the electric meter on our home might be constituted by some as a dangerous weapon in that it is inflicting ongoing “serious bodily injury” to our family. This is confirmed not only by the symptoms we experience which are substantiated by a very large body of scientific research but also by the fact that these same frequencies have been employed as weapons by various governments, including our own. See enclosure (9) for more details.

The Navy Medical Research Institute (in enclosure (4)) compiled an extensive list of scientific studies documenting the wide range of serious bodily injuries this radiation can cause. Assault could apply to other citizens being harmed by this technology as well, particularly because of National Grid's failure to disclose this information to consumers. Please be advised that 35% of the population is estimated to be sensitive to RF electromagnetic fields, which in Rhode Island would constitute approximately 370,000 people.

National Grid is also in violation of **Rhode Island General Law 39-2-3** governing Public Utilities and Carriers/Duties of Utilities and Carriers, which states *“If any public utility shall make or give any undue or unreasonable preference or advantage to any particular person, firm, or corporation, or shall subject any particular person, firm, or corporation to any undue or unreasonable prejudice or disadvantage in any respect whatsoever, the public utility shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than two hundred dollars (\$200) nor more than five hundred dollars (\$500) for each offense.”*

For each day that National Grid refuses to remove this wireless meter from our home and replace it with a safe analog meter, they are endangering our health and are thus in violation of this law. National Grid is clearly engaged in prejudicial treatment against our family because our reactivity to

RF electromagnetic fields is not convenient with regard to their corporate agenda to push this inherently dangerous technology upon an unknowing public in order to maximize profits. They have also invaded the safe haven of our home and provided no accommodation for our family's documented underlying medical conditions, which also may rise to the level of a **violation of the Americans with Disabilities Act as well as other 14<sup>th</sup> Amendment violations.**

There is no law we are aware of--local, state, or federal--mandating the use of a wireless utility meter. Please also be advised that the proposed National Grid "Smart Meter" roll out in Rhode Island (a statewide installation of an even more advanced and infinitely more harmful type of wireless utility meter) is also not a mandate. **The Energy Policy Act of 2005** clearly states that utility companies are only required to offer advanced metering technology to their customers.

**Section 1252 (a)(14)(A) of the Energy Policy Act of 2005 (pgs. 371-372)** states: *"...each electric utility shall offer each of its customer classes, and provide individual customers upon customer request, a time-based rate schedule under which the rate charged by the electric utility varies during different time periods and reflects the variance, if any, in the utility's costs of generating and purchasing electricity at the wholesale level. The time-based rate schedule shall enable the consumer to manage energy use and cost through advanced metering and communications technology."* It goes on to state in **Section 1252(a)(14)(B) (pg. 372)** that *"Each electric utility, subject to subparagraph (a), shall provide each customer requesting a time-based rate with a time-based meter capable of enabling the utility and customer to offer and receive such rate, respectively."*

There is no obligation on the part of consumers to accept this offer for advanced metering technology. Yet regarding the AMR meter (and eventually Smart Meters) we are being told we have no choice. Accordingly, National Grid again appears to be engaged in deceptive and unfair trade practices by telling consumers that AMR meters and Smart Meters are mandatory. This is simply not true.

National Grid is also not informing consumers of the well-documented potential health effects of the RF radiation emitted by these meters, as evidenced not just by the documentation we've provided with this correspondence but also by the fact that Smart Meters are now restricted and/or banned in 43 cities/counties in California due to adverse health effects, among other reasons. The state of Maine (which initially mandated them through their state Public Utilities Commission) has just completed a long legal battle to allow consumers to "opt out" (refuse) them because of all the reasons mentioned above. The states of Hawaii and Maryland have also blocked Smart Meter programs. Similar restrictions/bans are being implemented in other parts of the world as well.

Connecticut Attorney General George Jepsen is currently trying to stop the Smart Meter roll out in CT because he maintains the technology is overly expensive and would not save enough electricity to justify the costs. (<http://www.emfacts.com/2011/02/1357-connecticut-ag-opposes-smart-meters-on-costs/>) In many areas of the country where Smart Meters have already been installed consumers have seen their bills skyrocket--in some cases tenfold their usual bill. You can read about some of the outrageous over billing that has occurred (usually with no recourse) here:

<https://sites.google.com/site/nocelltowerinourneighborhood/home/wireless-smart-meter-concerns/smart-meter-consumers-anger-grows-over-higher-utility-bills>

This is yet another reason why these meters should not be forced upon consumers.

Although we understand National Grid does not wish to acknowledge the potential danger of AMR

meters and Smart Meters, this does not change the fact that the radiation emitted by these meters causes adverse biological effects. Although we understand AMR meters have been in use for some time now (and National Grid is already installing Smart Meters), this is not a justification for continuing to leave a known potential cancer-causing device attached to our home that exposes us to radiation 24 hours a day, 7 days a week. While AMR and Smart Meters may increase National Grid's profits, they do so at the expense of the health and safety of thousands of Rhode Islanders, with no financial benefit to consumers. Not only that, they eliminate meter reader jobs during a time of record unemployment. In our opinion there is no excuse—political, economic, or corporate—that is adequate to justify the illegal and immoral nature of what National Grid is doing.

In addition to violating the aforementioned Rhode Island State laws, National Grid is also in violation of the **United States Constitution and the Rhode Island Constitution**. Under federal law, *“If two or more persons conspire to injure, oppress, threaten or intimidate any citizen in free exercise or enjoyment of any right or privilege secured to him by the constitution or laws of the United States, or because of his having exercised the same, or if two or more persons go on the premises of another with the intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—they shall be fined not more than \$10,000 or imprisoned not more than ten years or both.”* Per the **Rhode Island Constitution**, *“No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied equal protection of the law.”*

National Grid is therefore violating our constitutional rights--both federal and state--by forcing this meter upon us.

In addition, the soon-to-be-rolled-out Smart Meters (and thus the utility companies) will now invade the privacy of all of our homes. Smart Meters monitor appliance usage inside the home and transmit this information over the network of meters in the neighborhood to upload to a central link. This information reveals when you are home and when you're not, what you're doing and when you're doing it. Data about your personal daily habits and activities are collected, recorded and stored in databases, giving a highly invasive and detailed view of your lives to those with access to the information.

The wireless signals being transmitted by a Smart Meter can be intercepted (hacked) by unauthorized and unknown parties and used by criminals, for example, to determine the optimum time to rob your home. Smart Meters are essentially a form of electronic trespassing/surveillance. They are, by definition, surveillance devices, which violates Federal and State wiretapping laws by recording and storing databases of private and personal activities and behaviors without the consent or knowledge of those people who are being monitored. Here is a video that explains this in more detail:

[http://www.youtube.com/watch?v=8JNFr\\_j6kdI](http://www.youtube.com/watch?v=8JNFr_j6kdI)

Smart meters are also responsible for a large number of fires and explosions throughout the country and have been banned by many cities because they are not Underwriters Laboratory (UL) approved. See this website for more information:

[http://emfsafetynetwork.org/?page\\_id=1280](http://emfsafetynetwork.org/?page_id=1280)

For all of the above reasons, we are requesting that our complaint to remove this AMR meter from our home be referred to your Legal Division and that your agency also take action to halt the roll out

of Smart Meters in our state. Please learn from the devastating health and financial consequences these meters have caused for residents of California. Enclosure (10) provides additional information about the adverse health effects of Smart Meters. This letter is authored by Dr. Olle Johansson of the Department of Neuroscience at the Karolinska Institute (which hands out the Nobel Prize for Medicine). You can also learn more at the following websites:

<http://www.citizensforsafetechnology.org/>

<http://smartmetersafety.com/>

<http://www.smartmeterdangers.org/>

<http://stopsmartmeters.org/>

<http://www.refusesmartmeters.com/>

<http://www.smartmeterdangers.com/>

[http://lamesa.patch.com/blog\\_posts/living-nightmare-how-sdge-smart-meters-led-to-my-headaches-sleeping-ills-hearing-loss](http://lamesa.patch.com/blog_posts/living-nightmare-how-sdge-smart-meters-led-to-my-headaches-sleeping-ills-hearing-loss)

[http://www.deevy.com/new\\_site/smart-meter-081511.html](http://www.deevy.com/new_site/smart-meter-081511.html)

We would very much appreciate an expedited resolution to this matter since the AMR meter is continuing to cause very serious health problems for our family, obstructing the use of our property, and violating our civil rights. There is no reason why we can't have an analog meter installed, other than National Grid's corporate agenda to profit at the expense of consumer health. We are asking for your help to protect our family, especially our youngest child.

National Grid is engaging in deceptive trade practices when they say there are unequivocally no health hazards or safety issues associated with AMR. It does not matter if this equipment is "designed to operate within state and federal standards," when those standards have been identified by the independent scientific community as being obsolete.

For the sake of example, peanuts are "safe" for much of the population and they are available for sale, but you cannot say they are unequivocally safe for everyone because some people have very severe, sometimes life-threatening reactions to them. A corporation does not have the right to fill your home with peanuts against your wishes, especially when you are allergic to them. Neither does a corporation have the right to fill your home with Lead, DDT, or chloroform (all of which are also Class 2B Carcinogens). But this is, in effect, what National Grid is doing by filling our home with radiation against our wishes. There needs to be an exception made for people with health issues and those who do not want the safety of their homes violated in this way. There must be informed consent. Better yet, these meters should be banned altogether, which is what the state of Connecticut is attempting to do.

We are asking for your help in getting this AMR meter off of our house and replaced with an analog meter that does not emit radiation. We are also requesting your assistance to insure that a Smart Meter is never placed on our home. And we are asking the Rhode Island Public Utilities Commission to take steps to protect the general public from the adverse health effects of AMR meters and Smart Meters because National Grid has not been forthcoming about the potential dangers of this technology.

Sincerely,

WILLIAM ADKINS

MARY ADKINS

Copy to: RI PUC/Legal Division; Gov. L. Chafee; Atty. Gen. P. Kilmartin; Sen. S. Sosnowski; Sen. J. Tassoni; Rep. D. Lally; Rep. S. Dickinson; RI Governor's Commission On Disabilities/T. Flynn; RI Commission For Human Rights/J. Susa; D. Carpenter; M. Havas; G. Carlo; C. Bennett; H. Lai; O. Johansson; M. Blank; D. Panagopoulos (enclosures forwarded via email—please notify sender if not received)

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From:  
*Carolyn Blum*  
*1781 Old Louisquisset Pike*  
*Lincoln, R.I. 02865*

To: *Steven Holiday, CEO*  
*National Grid*  
*P.O. Box 960*  
*Northborough, Mass 01532*

**AFFIDAVIT, NOTICE AND DEMAND FOR REMOVAL OF ALL DIGITAL  
ELECTRIC METERS, RADIATION EMITTING AND SURVEILLANCE  
DEVICES**

*May 4, 2012*

To *National Grid* and all agents, officers, employees, contractors and interested parties:

- 1) This Notice and Demand pertains to *National Grid* electric service to the address:  
*1781 Old Louisquisset Pike Lincoln, Rhode Island 02865.*
- 2) It has come to our attention that a digital electric meter, possibly a "Smart Meter" or a similar device has been installed on our property or place of occupancy/residence without full disclosure to us and without our informed consent.
- 3) We hereby rescind and deny any and all implied, expressed and/or recorded consent, if any exists, for the placement and operation of "Smart Meters" and all other metering devices which emit electromagnetic radiation, or which "monitor" or conduct surveillance, or make recordings of any events and activities within private property that we may occupy, or that may be upgraded to do those things.
- 4) "Smart Meters" and digital utility meters meet the statutory definition of unlawful surveillance devices put forth as "Wiretapping" in United States Code (USC) Title 18, Part 1, Chapter 119, Sec 2511 and other State and Federal laws, and those meters are designed and intended to record personal and private events and activities within private structures and properties which constitutes violation of the United States Constitution, Bill of Rights, 4<sup>th</sup> Amendment guaranteeing all people to be "...secure in their persons, houses..." and to be free of "search". No search of private property may be lawfully done without court order (warrant) based on "probable cause" and a court order based on that cause. To attempt the installation of such devices on virtually every private structure is quite clearly criminal misconduct on the part of all those associated and complicit with that attempt. That criminal misconduct causes nullification of all contracts and easements and

entitles any property owner, tenant and occupant to remove all such devices immediately without notice, application or administrative process. That criminal misconduct also eliminates any and all right of *National Grid* to charge any fee or penalty or prescribe and terms or conditions in relation to the property owner's actions to mitigate *National Grid's* violations and to protect all occupants' health, safety and privacy.

- 5) "Smart Meters" and digital wireless utility meters emit "packetized" and/or "pulsed" electromagnetic radiation in power densities, timings and volumes known to be unsafe for exposure to humans, animals and plants, shown to be damaging and dangerous in various scientific studies, and known to be particularly harmful to individuals classified as "Sensitive Receptors" who may visit or occupy the above property. This radiation is known to cause cancer, neurological illnesses and injuries, birth defects, childhood leukemia, childhood behavioral disorders and a wide variety of other physical symptoms. The widespread installation of digital electric meters represents reckless and inexcusable endangerment of the public and violation of rights.
- 6) "Smart Meters" and digital wireless utility meters contain "switching mode power supplies" which consume electricity at customers' expense and are known to disrupt incoming current sine waves and emit "dirty electricity" also known as "electromagnetic smog" also known as "electromagnetic radiation" using structural wiring and plumbing as antennae. This EMR pollution is in volumes known to be unsafe for exposure to humans, animals and plants, has been shown to be damaging and dangerous in various scientific studies, and is known to be particularly harmful to individuals classified as "Sensitive Receptors" who may visit or occupy the above property. Therefore, installation of digital electric meters is undeniably an endangerment to the public and particularly to occupants of property installed with those meters.
- 7) It is not credible that *National Grid* did not perform due diligence by determining the dangers and violations of "Smart Meters" and digital meters prior to deployment, and it is not credible that *National Grid* does not have information on the biological hazards of electromagnetic radiation which are known to include cancers, neurological diseases and injuries, birth defects and many other symptoms, disease and injuries, so *National Grid's* causing those exposures are apparently intentional and criminal, therefore, *National Grid* has no lawful right, privilege, authority or permission to place or operate a "Smart Meter" or similar device on private property without the prior informed and written consent of all occupants, and no right at any time to prevent or object to the removal of any device emitting electromagnetic radiation. Because installation of digital meters represents intentional criminal misconduct, and power company attempting or making installations of digital meters has, by those criminal violations, lost all right of easement and contract with the utility customers.

- 8) Whether intentionally or out of ignorance, by installing "Smart Meters", which have the function and effects of surveillance devices and radiation-emitting devices, *National Grid* has violated the rights of residential occupants and has caused possible tort liabilities for the property owners of the above property/address with unlawful surveillance devices and activities and emissions of potentially dangerous electromagnetic radiation in close proximity to occupants who may be vulnerable and who have not received full disclosure from *National Grid* regarding the known health, safety and privacy hazards. *National Grid* must show insurance and indemnification against all known and unknown potential negative effects of digital meter installations. We have not received any notice of any such insurance or indemnification and therefore *National Grid* is failing in its obligations and responsibilities to customers, property owners and occupants.
- 9) *National Grid* has not disclosed the frequencies, volumes, power values, qualities and safe exposure levels of radiation the digital meters emit, and has not disclosed whether those frequencies could cause harm to animal, human or plant tissues, and has not disclosed at what proximities such harm could occur and has not offered any warranty, claim or indemnification against any negative effects of the meters on its customers as negative effects are known and reported regularly. Digital meters do have switching mode power supplies and transmitters, they do disrupt current integrity and therefore must be harmful at some distance for some duration of exposure, yet no limits are disclosed by *National Grid* in reckless disregard for the health and safety of the public.
- 10) *National Grid* has not disclosed or obtained consent from customers with regard to what data will be collected by its digital meters on personal and private activities on private property, where that data will be stored, who will access that data, how that data will be shared and managed, how the subjects of that data can be assured of their privacy, how victims of privacy invasion or mishandling of private data will be compensated and restored and how *National Grid* claims to have gained the unconstitutional authority to record, collect, store and distribute private and personal data taken from utility customers without informed consent. Utility customers have generally not granted permission for such surveillance, nor have they been properly and fully informed of it.
- 11) *National Grid* may claim a historical easement (right of access) to connect an analog meter to the electrical service of the above address for the purpose of recording and billing total electrical usage once per month. *National Grid* DOES NOT have easement to monitor activities and events INSIDE THE HOME, and does not have easement to transmit electromagnetic radiation FROM, ON, IN AND THROUGH THE ABOVE PROPERTY, and affected parties have not knowingly or willingly granted or permitted any such easement or access and, if any such permission is presumed or claimed, all such permission is hereby rescinded and denied. *National Grid* is therefore in violation of its easement as of this notice and has no right, authority, privilege or consent to place or operate a "Smart Meter" or any radiation emitting or monitoring device on our property

and/or place of occupancy, and all such devices must be removed immediately from our property and replaced with safe and lawful analog meters that have no capability of surveillance or emission of radiation.

- 12) As qualified, rightful, authorized and interested parties we do hereby demand the immediate removal of all "Smart Meters", digital meters, switching mode power supplies, radiation emitting devices and surveillance/monitoring devices from our property and place of occupancy as they violate Laws and statutes (above) and our rights. We must approve in advance with fully informed written consent, the installation, operation and control of all equipment, systems, methods and policies that may affect ourselves and our property, which may emit electromagnetic radiation or which may cause or allow data to be collected and records made of private and personal activities on our property.
- 13) *National Grid* is hereby demanded and expected, within *21 days*, to remove all "Smart Meters", digital meters and similar devices from the above property or show with conclusive evidence and a sworn statement by an identified, responsible, authorized and qualified officer of *National Grid* that the metering devices it has placed on our property are: (a) Not conducting and not capable of conducting monitoring and/or surveillance of private activities and events on the property, and (b) not emitting or capable of emitting any electromagnetic radiation which may affect biological organisms or be measurable on the property. (c) Not "upgradable" to record daily usage data or emit radiation at a later time. (d) Not converting alternating current to direct current that causes "dirty electricity" EMR pollution on the property.
- 14) If, within 21 days of delivery of this notice, *National Grid* fails to replace all "Smart Meters", digital meters and similar devices as described above with non radiation-emitting devices which have no capability or "upgradable" capability to gather time-of-day electrical usage information from the property and have no capability or "upgradable" capability to gather and record individual instances of electrical consumption, and have no capability or "upgradable" capability to emit electromagnetic radiation, we will lawfully and rightfully remove the offending meter and replace it with a safe and legally compliant meter, rated and calibrated to common metering standards. By failing to correct this problem *National Grid* has no authority right, privilege or permission to impede, discourage or penalize our mitigations of it's violations. We will record and report electric usage measurements from the meter being removed and we will return it to *National Grid*, again, at *National Grid's* expense. At no time will we attempt to use power without paying for it or in any way attempt to prevent *National Grid* from receiving fair compensation for the energy it provides. During our replacement of the digital meter, when our house main and/or breakers are turned off, and current loads have been removed from the meter, if the meter registers electrical usage or consumption, *National Grid* and its officers may be subject to charges of commercial fraud. Consumption of electricity by the meter itself, which we are presumably being billed for, has not been disclosed or approved by us, and is

theft. *National Grid* executives will be held personally responsible for any such theft.

- 15) If *National Grid* fails or refuses to timely (21 days) comply with this demand for removal of digital meter/s we are then entitled to damage and/or destroy any locks that may impede our removal of that digital meter, we may remove and replace the meter with an analog meter of our choosing, and we may not be held responsible for any damage to the digital meter or any related equipment upon its removal and delivery to *National Grid* and we will return the offending meter and parts to *National Grid* on a schedule convenient and acceptable to us if *National Grid* chooses to receive it. Any hesitation to accept and sign for return of *National Grid* digital meter will be indication that *National Grid* has abandoned claim of that meter and its value, if any.
- 16) If *National Grid* fails or refuses to timely (21 days) comply with this demand for removal of all "Smart Meters", we are entitled to be reimbursed and made whole by *National Grid* for all costs of time, expenses, equipment, materials, services, consultations, deliveries, risks, nuisances, frustrations, medical examinations, medical treatments, losses and damages incurred in the use of the digital meter, demand for removal, the removal of, and return of the digital meter/s to *National Grid*, and for reimbursement of all costs of collection and pursuit of same and a penalty assessment for having caused us necessity to handle the meter replacement ourselves when it is clearly the responsibility of *National Grid* to have done so upon this Notice.
- 17) If *National Grid* fails or refuses to timely (21 days) comply with this demand for meter replacement and/or fails to rebut all points herein with facts, evidence, truth and law with a sworn statement (affidavit) by a fully identified, responsible and qualified officer of *National Grid*, then *National Grid* and all of its Directors, Administrators, Managers, employees, installers, contractors and agents agree with, and acquiesce to all terms, conditions, declarations, assertions, representations, claims and statements in this notice without recourse and are liable for all costs, damages and injuries caused by the violating devices and the mitigations that we may deem necessary.
- 18) If *National Grid* refuses, obstructs, evades or withholds cooperation in our delivery and/or return of the removed equipment and parts, that will represent that *National Grid* has no claim or interest in those items and that the parts and equipment may be retained or discarded by us by any method of our choosing.
- 19) If *National Grid* fails to timely (21 days) replace the offending meter with a safe and lawful analog meter, the replacement analog meter we install will be calibrated and zeroed upon installation. To assure fair and accurate billing we will include a report of the date and time of the meter replacement and the final readings on the digital meter. We are not attempting, nor do we expect to, avoid payment for any electricity at any time and *National Grid* has no reason to allege

or suspect any unlawful activity on our part. All actions and intentions expressed in this notice are defensive, lawful, rightful, harmless and consistent with all laws, lawful contracts and easements with the understanding that *National Grid's* violations have caused it to lose all rights and privileges of easement.

- 20) We are making no attempt to avoid obligations to pay for electric service at any time and this Notice may not be construed to suggest or imply any such attempt and/or wrongdoing and/or breach of contract. Any contract that may exist regarding easement to maintain an electric meter on our property does not to our knowledge, and may not, provide easement for radiation emissions and surveillance or monitoring of private activities on the property.
  
- 21) All points in this Notice, unless timely rebutted by fact and law by a responsible, authorized and liable party with first-hand knowledge in a written and sworn rebuttal, are binding and forceful upon *National Grid* and all its employees, officers, executives, agents, operatives, contractors and assigns. Rebuttal must be point by point and supported by fact and law. A general denial is not sufficient to diminish the force and effect of this notice and its points. Rebuttal of any point herein does not effect or diminish the binding force and effect of any other point herein. After agreeing to the terms above timely by affirmative response or failure to timely and factually rebut any point herein, *National Grid* has then and thereby agreed that it may not remove, damage or tamper with the analog (non-digital) meter that we have installed or will install at a time of our choosing or take any action to discourage or prevent any mitigations we deem necessary. The replacement meter is our property and possession, and we grant *National Grid* limited and temporary easement for **no other purpose** than to read total consumption data once per month from that meter on appointment with our affirmatively permitted admittance or to respond to a dangerous or life-threatening emergency in a way to simply mitigate the emergency. All other visits and actions by *National Grid* personnel or officials to and upon our property must be made by appointment at a time of our convenience and with our express approval. All purposes for that visit must be stated in advance and will be supervised by our representative. Any activity or presence on our property by *National Grid* personnel or agents not approved by us in advance will constitute trespass and violation of law and easement and legal actions may be taken against all complicit parties.
  
- 22) The style and design of the meter chosen by us or by *National Grid* for measuring our utility service does not, will not and cannot be construed to constitute an emergency or a reason for entry on our property without permission by appointment. Any meter that accurately and safely measures total monthly power usage is an adequate and acceptable device for *National Grid* billing purposes and *National Grid* may not make any claim, or demand otherwise.
  
- 23) We assure and guarantee the accuracy and standard function of the meter we install. We are fully responsible for any errors in measurement by our meter. Any

challenge to our meter's accuracy must be accompanied by firm evidence of same.

- 24) This easement will be exclusively under our control and discretion upon notice to *National Grid*. If *National Grid* tampers with, damages or removes the meter we have installed, or displaces, damages or trespasses upon any property in our possession, by doing so *National Grid* agrees to pay \$100,000.00 per incident, due and payable at the time of the tampering, damage, removal or trespass, and must replace all equipment and property to our satisfaction at *National Grid's* expense with additional costs and charges for any delay, complications and nuisance to us or our tenants and occupants as we may record and present for reimbursement or payment.
- 25) If our equipment and property is tampered with, damaged or removed by *National Grid* and is not replaced to our satisfaction on the day of tampering damage or removal, *National Grid* agrees to pay, at that time, an additional \$50,000.00, payable and due 24 hours from the time of tampering, damage or removal. Unpaid balance on those amounts due will accrue interest at the maximum rate allowable by law, and *National Grid* will be fully liable and obligated for reimbursement of all costs and expenses of collection as those costs may be incurred by us.
- 26) We hereby rescind and revoke any part or provision of any prior or other contract, agreement and/or covenant, written, spoken or presumed which may be in conflict with or additional to the terms, conditions and representations herein. This document constitutes the only and the supreme terms of easement between ourselves and *National Grid* for purposes of providing utility services.
- 27) Any portion of this Notice not rebutted or disputed timely with fact and law by a responsible, authorized, sworn and fully identified party within the period allowed above will be valid, forceful and binding upon *National Grid* and will represent *National Grid* full agreement with those terms and conditions.
- 28) Any portion of this Notice found or thought to be invalid will not affect or diminish the force and power of any other portion.
- 29) Notice to principal is notice to agent and notice to agent is notice to principal. All rights are fully reserved.

#### Notice of Entry into Evidence

- 30) This Affidavit shall be entered into evidence in any civil or criminal proceeding that may arise in connection with the subject matter set forth herein and will supersede any document not authored and sworn by an authorized, qualified, responsible and liable party.

**Verification and Certification**

31) The Undersigned Affiant, *Carolyn Blum*, does herewith solemnly swear, declare, and state that Affiant executes this Affidavit on Affiant's unlimited commercial liability, that Affiant can competently state the matters set forth herein, and that the facts stated herein are true, correct, and complete, not misleading, and admissible in evidence, the truth, the whole truth, and nothing but the truth, in accordance with Affiant's best firsthand personal knowledge and understanding.

Further Affiant sayeth naught.

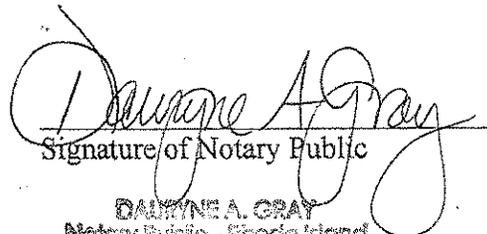
Dated: *May 4, 2012*

  
\_\_\_\_\_  
Carolyn Blum Affiant

Jurat

State of *Rhode Island*            )  
  )    ss.  
County of *Providence*         )

Subscribed and sworn to (or affirmed) before me on this 5<sup>th</sup> day of May,  
in the year of 2012, by above signator (print) Carolyn Blum,  
proved to me on the basis of satisfactory evidence to be the person who appeared before  
me.

  
\_\_\_\_\_  
Signature of Notary Public  
DAWNNE A. GRAY  
Notary Public - Rhode Island  
My Commission Expires 8-9-2014

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-3

Request:

How will the monthly recurring charge appear on the bills of customers who opt-out of the AMR meters?

Response:

This charge will appear as a separate line item called "AMR Opt Out."

Prepared by or under the supervision of: Carol Teixeira

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-4

Request:

What is the process of customizing the billing software so that this charge is added/deleted? Is there a cost associated? If so, please quantify the cost.

Response:

A rider will need to be added to the billing system to add this charge, and there is a cost associated with doing this. A customer who elects to replace his/her AMR meter with a non-AMR meter will be placed on this rider, which will trigger the assessment of the monthly charge. Approximately 336 hours of software programming will be required to add this rider to the billing system, plus an additional 40 hours of testing time by a billing analyst. This results in an estimated cost of \$37,600.

Prepared by or under the supervision of: Carol Teixeira

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-5

Request:

Are the gas and electric meters AMRs read simultaneously? If so, why would there be two charges associated with sending a meter reader to a residence to read both the electric and gas meters at the same time?

Response:

AMR meters that are read on their normal cycle are read by equipment in the van as it drives down a street. The equipment in the van allows for the electric and gas meters to be read simultaneously. Non-AMR meters cannot be read from the van, and a technician must be separately scheduled to manually capture the read. Off-cycle gas meters are read by a gas-represented employee and electric meters are read by an electric-represented employee according to their individual contracts. The Company's meter workers are represented by Steelworkers 12431, UWUA 310 (for electric), and UWUA 310C (for gas). Because non-AMR meters would need to be read separately from the van cycle read, the Company would follow the requirements of its respective union contracts and read each meter with the appropriate union personnel.

Prepared by or under the supervision of: Danielle Morrissey

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-6

Request:

Please provide a calculation to support the monthly recurring charges on the electric and gas bills for the non-AMR reads. Please provide a calculation of the cost to read the AMRs.

Response:

For a calculation supporting the monthly recurring meter reading fee for gas non-AMR meters, please refer to Attachment 3 of the tariff advice filing for the gas tariff. For a calculation supporting the monthly recurring meter reading fee for electric non-AMR meters, please refer to Attachment 3 of the tariff advice filing for the electric tariff.

The Company does not book non-AMR meter reading costs separately from AMR meter reading costs. However, the number of manual meter reads and AMR reads can be tracked separately. Therefore, Attachment COMM 1-6 to this response shows the breakdown between AMR and non-AMR meter reads during fiscal year 2012, and provides a calculation of the aggregate cost to read both types of meter. For electric meters, the average cost was 35 cents per meter, and 93.1% of the meters read were AMR meters, as shown on page 1 of Attachment COMM 1-6. For gas meters, the average cost was 21 cents per meter, and 99.8% of the meters read were AMR meters, as shown on page 2 of Attachment COMM 1-6.

Prepared by or under the supervision of: Phil DiGiglio

**RI Jurisdiction**

**FY12 Actual Costs**

*All expense types charged to activity DO5005 (Read Electric Meters Only) plus Labor Burdens @ 55%*

Sum of GL Act \$							
Jurisdiction	Cost-ExpType	Total					
NECO Electric	Base Labor	\$957,308.46					
	Labor Burdens @ 55%	\$526,519.65					
	Benefits	\$3,892.72					
	Contractors/Consultants	\$1,100.79					
	EmpExp	\$9,407.03					
	Materials	\$18,859.46					
	Other	-\$10,596.77					
	Overtime	\$21,845.29					
	Transportation	\$172,152.56					
NECO Electric Total		\$1,700,489.19	<b>Manual Reads</b>	<b>AMR Reads</b>	<b>Total Reads</b>	<b>Cost Per Read</b>	<b>AMR %</b>
			335,123	4,520,506	4,855,629	\$0.35	93.1%

**RI Jurisdiction**

**FY12 Actual Costs**

All expense types charged to activity GO5005 (Read Gas Meters Only) plus Labor Burdens @ 55%

Sum of GL Act \$		
Jurisdiction	Cost-ExpType	Total
NECO Gas	Base Labor	\$366,235.20
	Labor Burdens @ 55%	\$201,429.36
	Benefits	\$2,376.84
	EmpExp	\$546.51
	Materials	\$519.00
	Other	\$7,406.84
	Overtime	\$18,193.16
	Transportation	\$64,588.25
<b>NECO Gas Total</b>		<b>\$661,295.16</b>

<b>Manual Reads</b>	<b>AMR Reads</b>	<b>Total Reads</b>	<b>Cost Per Read</b>	<b>AMR %</b>
6,244	3,084,960	3,091,204	\$0.21	99.8%

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-7

Request:

If the Company chooses to read the non-AMR meter less frequently than once per month, will the customer still be billed the recurring monthly fee? If so, what is the rationale where the recurring monthly cost is “to offset the incremental labor costs associated with Company employees manually reading their meter, as compared to costs associated with reading AMR meters?

Response:

Yes. The customer will be billed the monthly fee regardless of whether the meter read is estimated or actual. The monthly fee will be automatically assessed to each customer who chooses to replace their AMR meter once the customer’s account has been coded properly in the Company’s billing system. It is not possible to cancel or eliminate a charge for a particular billing period without manual intervention in the billing process, thereby increasing the cost of administering this option. While the Company intends to schedule and execute manual meter reads every month for opt-out customers, the language proposed in the tariff provides some flexibility in the event that the Company may encounter certain situations relating to location or other factors that make it more efficient or practical to do estimated reads on a fixed schedule.

In addition, while the Company is offering this opt-out as a choice for customers, the Company does not want to encourage such choice to be made. The existence of the fee also functions as a disincentive to opting out. As indicated in the Company’s proposed electric and gas tariff revisions and filing cover letters, the Company’s policy is to install meters equipped with AMR technology in all residential premises because this technology improves the Company’s operating efficiency and provides significant cost savings that benefit all customers. Although the Company has chosen to make this metering option available to customers, it is important that customers who choose to have their AMR meter replaced understand that their decision imposes incremental cost to the Company, regardless of whether the meter read is estimated or actual. The meter replacement fee and monthly meter reading fee are estimates since the Company does not know at this time what the actual costs of this metering option will actually be. The Company intends to evaluate the participation in and cost of this option and will revise its terms and conditions and fees in a subsequent proceeding if appropriate.

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-8

Request:

Why don't the Terms and Conditions set a limit on the number of estimated reads between actual meter reads?

Response:

Commission 1-8-Electric:

At present, there is no rule or regulation that imposes a specific limit on the number of estimated electric meter reads. Multiple estimated bills for a single account often occur because the Company has difficulty accessing the customer's property in order to obtain a meter reading. Therefore, the Company does not want to impose limits on the number of estimated reads in the event that the Company is unable to manually read a meter.

Commission 1-8-Gas:

See the Company's response to Commission 1-8-Electric. The Company also notes that the Division of Public Utilities and Carriers Rules & Regulations Prescribing Standards for Gas Utilities already requires that estimated bills not exceed six (6) consecutive months for any residential, commercial, or industrial account.

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-9

Request:

If a customer has more than one meter under a single service classification, what will the monthly charge be for the readings of these non-AMR meters?

Response:

In the event that more than one non-AMR meter is utilized to read the usage of a single customer at a single premises under the same service classification, the customer will be billed the same monthly manual meter reading charge that is applicable to a single meter.

Prepared by or under the supervision of: Michael Coles

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-10

Request:

How will the Company advise its customers of their option to replace the AMR with a non-AMR meter? Is there a cost associated with this notice? Please quantify these costs.

Response:

In accordance with Commission Rule 1.9 (d)(2), a legal notice has been published in *The Providence Journal* to notify the public of the filing. The Company does not plan to undertake additional initiatives to notify its customers of the AMR opt-out option. As indicated in the Company's proposed electric and gas tariff revisions and filing cover letters, the Company's policy is to install meters equipped with AMR technology in all residential premises because this technology provides significant cost savings that benefit all customers. The Company is proposing revisions to its electric and gas tariffs to provide a mechanism to accommodate those customers who request a non-AMR meter, and to ensure that the costs associated with replacing and manually reading the non-AMR meter are born by the customer making the request, and not by the Company or other customers. However, the Company does not intend to advertise the availability of this tariff option.

Prepared by or under the supervision of: Michael Coles

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-11

Request:

Will the Company use a third-party verification process or a written application process to record a customer request and acknowledgement of the additional costs before finalizing the order?

Response:

The Company will require that the customer submit a signed written application in order to request a non-AMR meter. Such signed application will provide documentation of the customer's acknowledgement of the additional costs that the customer will incur once an AMR meter is replaced with a non-AMR meter.

Prepared by or under the supervision of: Michael Coles

**Unless otherwise noted, all data requests apply to both proposed tariffs. In the event calculations are requested or there is a different answer for each electric or gas, please provide one for electric and one for gas, labeling each response accordingly.**

Commission 1-12

Request:

What happens if a customer leaves the premise and a new customer moves in? How will the Company notify the new customer of the additional charges? Will the new customer need to pay for the re-installation of an AMR? Will the customer have notice of this prior to the closing on the property? How long will it take from the date of customer contact to installation of a new AMR in this situation?

Response:

If a customer who has elected to replace an AMR meter with a non-AMR leaves the premises and a new customer moves in, the new customer will not be given a preference between an AMR meter and a non-AMR meter. As stated in the Company's response to Commission 1-10, the Company's policy is to install meters equipped with AMR technology in all residential premises because this technology provides significant cost savings that benefit all customers. Therefore, the Company intends to re-install the AMR meter for the new customer as soon as possible. The new customer will not be required to pay for the re-installation of the AMR meter, or for the cost of any manual meter reads prior to the re-installation of the AMR meter. After re-installation of the AMR meter, if the new customer requests to replace the AMR meter with a non-AMR meter under the applicable tariff provision, the installation fee and monthly meter reading fee will apply.

Prepared by or under the supervision of: Michael Coles