

OFFICIAL COPY-2 Sub 834

From: John C Nahas  
186 Keese Road  
Reidsville North Carolina [27320]  
Duke Energy Account Number 2030838

FILED

COPY

FEB 26 2019

Clerk's Office  
N.C. Utilities Commission

TO:

Lynn Good CHIEF EXECUTIVE OFFICER of Duke energy and/or its principals, subsidiaries, agents, affiliates, successors and/or assigns (individually and collectively, "electric Company")  
c/o Duke Energy Headquarters 526 S. Church St. Charlotte NC [28202]

And

Edward S. Finley, Jr acting as CHIEF EXECUTIVE OFFICER of North Carolina Utilities Commission  
M. Lynn Jarvis, Chief Clerk c/o 4325 Mail Service Center Raleigh, North Carolina [27699-4300]

And:

Kevin Berger acting as Chairman of the Rockingham County Board of Commissioners. c/o PO Box  
101 Wentworth, North Carolina [27375]

And

Scott M. Asplundh CHIEF EXECUTIVE OFFICER of Asplundh, Grid one solutions and UtiliCon  
Solutions and/or its principals, subsidiaries, agents, affiliates, successors and/or assigns (individually and collectively, "Asplundh Company") c/o 700 TURNER Way, Suite 205 Aston PA. [19014]

And:

Phil Berger NC Senator. c/o PO BOX 1309 EDEN, NC [27289]

And

Roy Cooper acting as GOVERNOR of NORTH CAROLINA c/o 20301 Mail Service Center Raleigh,  
North Carolina [27699-0301]

2/12/2019

## NOTICE OF LIABILITY AND OPPOSITION TO UNSAFE AND UNLAWFUL METERING

Dear Lynn, Edward, Kevin, Scott, Phil and Roy

It is common knowledge and fully supported by evidence, peer reviewed and published research, science and facts that "Advanced" utility meters including all electronic utility meters and all utility meters which contain any digital or electronic components whatsoever:

(links added for support of statements)

1. Are fire hazards due to lack of surge protectors in violation of necessary standards for utility meters. <http://emfsafetynetwork.org/smart-meters/smart-meter-fires-and-explosions/>
2. Cannot withstand typical grid surges.
3. Cause damage to, or destroy, homes, lives and structures when damaged by grid surges.
4. Emit biologically harmful "pulsed" EMF radiation continually (whether transmitting data or not).
5. Create and collect personal data of private activities in the home in violation of law.
6. Allow sharing of data of personal living habits with utility personnel and others without authorization of the property owner and occupants.
7. Interference with electronics
8. Fatally disrupt and disables medical devices such as Pacemakers.

Cause wasted electricity and health-damaging transients by the improper placement and use of a switch mode power supply within the utility meter.

<https://smartmeterharm.org/2018/02/25/electrical-engineer-explains-to-michigan-legislature-why-smart-meters-are-causing-high-bills-video/>

9. Causes disease through activation of L-type voltage calcium channels shown in over a thousand study's ( Martin Pall, PhD) <https://www.youtube.com/watch?v=Pjt0iJThPU0>
10. Cause heating and antenna effects upon any metal body implants which damage body tissues.
11. Cause damage to health and life by placing high-energy radio transmitters in close proximity to human living spaces.
12. Represent excess equipment costs with more expensive meters and represent more frequent replacement of the more expensive meters, all of which costs will be passed on to ratepayers via excess and unnecessary charges when this alternate "advanced" metering is unnecessary.
13. Represent unnecessary higher service costs in the processing and storing of data collected and general maintenance of the wireless grid network.
14. Represent unlawful invasion of privacy by the harvest and exploitation of databases of information about the personal and private activities inside the home without the consent of the owners, occupants and guests.
15. Cause fires that emanate just outside the home entering through the eaves of the home circumventing smoke detectors.
16. Increased burglary risk.
17. Have hacking / cyber-security risks
18. By using existing meter panels not designed for electronic meters.
19. By adding under sized and poorly protected contacts in electronic meters to shut off power to my house at Dukes whim.

NCUC Failures to perform its mandate to protect and serve the people!:

1. Control of household electrical use
2. FCC violations with multiple installations in proximity
3. Burdensome and excessive costs
4. Costs exceed benefits
5. Fraudulent claims and unavailable information
6. Strong-arm tactics by Duke Energy
7. Violation of jurisdiction and mandate by Duke Energy.
8. NCUC procedural violations
9. Violation of state and federal laws
10. Overburdening utility easements
11. Criminal negligence
12. No utility liability for hacked data
13. Strengthening utility monopolies
14. Ignoring realities and open process.
15. Being hand fed FCC SAR data as a safety standard and ignoring well over a thousand peer reviewed studies how EMF exposure acts via the activation of VGCC 's causing harm to humans and animals <https://www.youtube.com/watch?v=Pjt0iJThPU0>
16. Using the FCC as a safety standard is immoral. The FCC does not address the bioeffects and you are conveniently ignoring the fact that the FCC is staffed by former telecommunications and DOD insiders. (See Michigan state Senator Colbeck's statements.) and (Tom Wheeler, Former Chairman of the Federal Communications Commission, says the potential for billions of

dollars in profit to US telecom corporations justifies rolling out 5G technology without testing or even discussing the possibility that it could cause psychological disorders and cancer.

<https://youtu.be/nWmYXUMLFpM>

17. Safety Testing performed on the ITRON meter was not performed correctly (Bill Bathgate PE. testimony to Michigan Senate and other utilities commissions)

The above violations and abuses cannot be authorized by any lawful easement contract and represents unlawful and highly dangerous trespass on our property for which major liabilities will arise for which you are fully and personally responsible as authorizing and administering the policies which brought about and/or maintain the trespass and hazards. We, as utility customers, hereby do not consent to assume such hazards and damages as a condition of receiving electric service or as a means of extortion of additional service payments from us in return for safe, lawful and reliable metering which has been provided for many decades without any such penalty charges, without service problems, without transients, without fires, without RF radiation and without surveillance by the safe and lawful utilization of electromechanical utility meters.

#### NOTICE OF TERMS AND CONDITIONS

Your service must be safe and lawful, and is not safe and lawful if you are authorizing Duke Power to put electronic utility meters on homes and not giving customers an analog offer without penalty. There are laws you are violating authorizing installation of electronic utility meters on private homes and businesses without consent and full disclosure, A general, Public Endangerment, Trespass, Extortion, Fraud, Assault, Arson and FCC regulations requiring consent of property owners for installation of radio transmitters. In light of those violations and the hazards and harm they cause, you must provide, within 10 days of this delivery, record of insurance naming me, your account holder, as beneficiary in order to provide full and speedy remedy, reimbursement and penalties for all hazards and harm listed above and any others that may arise. Absent such insurance, you are agreeing by the installation of any electronic utility meter to personally and promptly pay all claims and satisfy all demands which may arise from the dangers, nuisances, damages and harm that may be caused by any such electronic utility meter and you are agreeing that the above lists is generally true and represents intentional hazard and harm imposed on any utility customer who receives an installed electronic utility meter.

You may avoid this liability by requiring permanently installing, at no charge, penalty or assessment, a safe and lawful fully electromechanical meter (analog meter) to record our utility service usage on a coarse monthly basis. Any claim that electromechanical meters are "not available" is false. The simple issue of a purchase order to a meter manufacturer will provide unlimited supply. If you refuse or fail to Require or allow safe, reliable and lawful electromechanical metering timely, we require full bonding, insurance and assurance of liability for all hazards listed above and any hazards not yet anticipated caused by electronic metering. That insurance or assumption of liability and responsibility must include your providing a name and address of a fully responsible and liable party where our claims may be filed and paid WITHOUT HESITATION OR QUESTION to remedy any real or perceived harm, injury, loss, damage or violation of rights caused by the above described electronic utility metering hazards, defects and offensive features and functions. If you do not provide that, then we will presume you and all other top policy-making officers of your organization to be so liable.

In summary:

**YOU ARE HEREBY NOTICED THAT YOU ARE PERSONALLY CAUSING HARM AND DAMAGE WITH YOUR NON-CONSENSUAL METERING DEVICES AND PROGRAMS, AND YOU ARE FULLY AND PERSONALLY LIABLE FOR ALL CONSEQUENCES OF THAT METERING POLICY IF YOU FAIL TO CEASE AND DESIST THE ABOVE HAZARDS AND**

## **VIOLATIONS IMMEDIATELY.**

If, having failed to provide the safe and lawful metering described above, you additionally fail or refuse to provide the above assurance of liability and responsibility requested herein timely you will be in default and fully and **personally accountable, liable and responsible** for all consequences, damages, harm, injuries, losses, violations of rights, trespass, bad faith, negligence, nuisance, and malice. Your failure to timely provide insurance, bonding and claim information described above is your agreement to personally pay for all claims as described above. You will also, by any failure or refusal to provide insurance and claim contacts described above, be putting up and offering you and your company's resources for prompt and uncontested settlement of our claims whenever they may be submitted for any incident where damages occur.

Any failure to pay any of our claim/s within 30 days of delivery will obligate you to pay all collection costs, legal costs and expenses, court fees and all incidental costs and expenses we may find necessary to secure settlement and collection of our claims.

We recommend providing contacts to us of your insurance carrier and providing the wording of your policy/s immediately. Any policy that is not provided and/or does not clearly provide the protection requested will be default of this notice and obligation.

Because electronic meters represent numerous hazards, violations and potential damages, you are liable for major penalties claims for simply authorizing the installation of a working electronic utility on our property without full disclosure and remedy regardless of any tangible damage caused.

This notice and all terms, conditions, declarations and representations herein are superior to and supplant any and all content in easement contracts that may have been established, proposed or presumed. Herein are the terms under which your company may lawfully provide electric service. Any contrary terms are unlawful and unenforceable and will cause you personally and your company major penalty. We have made no unreasonable demand and may not be refused or penalized for requiring safe and lawful entry and occupation of our property.

**This notice does not and may not be construed to be a refusal of any kind of metering or violation of any easement or terms of service. It is simply requirement for the necessary insurance to mitigate the risks and harm you are causing.**

All terms and conditions above automatically take effect upon your default on the above conditions and terms. However, a simple denial of this requirement and notice is insufficient because the hazards are serious, real and confirmed by overwhelming evidence and you are responsible for causing those hazards and violations. If you do not timely rebut, with fact, law and evidence, our allegations of unlawful trespass of fire hazard, radiation emission, transient causation and unlawful surveillance, all representations, claims, declarations, terms and conditions put forth herein will be effective as contract and obligation against you. Bullying and threats of denial of service, penalties and "consequences" are not valid rebuttal to our allegations and serve only to expose your malfeasance and failure of responsibility.

Any rebuttal to this notice must be submitted to us timely. Timely means prior to installation of electronic metering or, if electronic metering is installed, within 21 days of delivery of this notice. Urgency dictates that no "grace" period will be allowed beyond 21 days from this delivery other than reasonable time for mail delivery. Failure to respond in writing and with supported rebuttal within 21

days constitutes full and final default by you, your company and agents. If you require up to 15 additional days to respond you may request that in writing prior to default. We will determine if your metering activities and policies will allow the extension and we will notify you in writing if extension is granted.

Notice to principal is notice to agent and notice to agent is notice to principle. This is an adhesion contract with full effective power and effect by default.

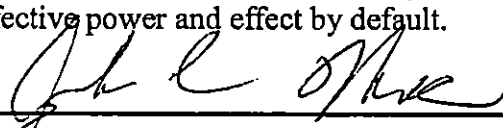

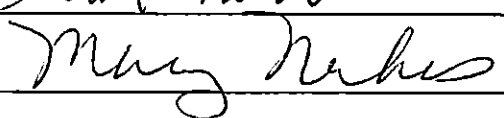
Sincerely,


John C. Nahas

Witnessed by:

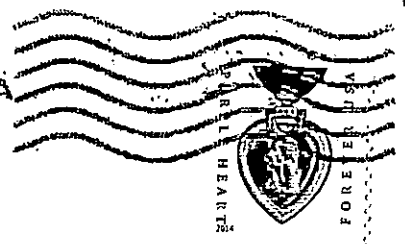
Daniel Nahas:

Mary Nahas:

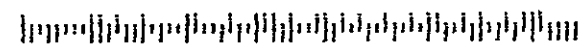
 The Nahas Family  
186 Keesce Rd  
Reidsville, NC [27320]

GREENSBORO NC 274  
PIEDMONT TRIAD AREA  
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NCUC  
C/O EDWARD S. FINLEY JR. C.O. NCUC  
M. LYNN JARVIS C.O.  
C/O 4325 MAIL SERVICE CENTER  
RALEIGH NC. [27699-4300]

27699-432599



Rec'd 2/26/19