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**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

IN THE MATTER OF THE COMPLAINT  
AGAINST WESTAR

Docket No. 18-WSEE-209-COM

**Amended Appeal**

1. I come here today to accept your silence in this matter as acceptance of my evidence and acceptance of the relief I have demanded. Any upgrade to the said utility(s) equipment shall be that of an analog meter made of metal and glass. No substitution of, by or with a smart meter made of plastic and electronic devices of any kind or altered in any way shall be accepted or permitted to be installed on my home.

2. Your silence shall also be deemed as a further attempt to deny my demands by putting off, or otherwise limit or completely deny and dismiss my complaint by way of an order by you. Your denial will I am sure shall be based on the alleged investigation in an opt-out program for the alleged "smart meter" Docket No. 19-GIME-012-GIE.

3. Docket No. 19-GIME-012-GIE is and should be described as a negotiation Between the state and the utility(s) to determine just how much of a tariff, you the state, will grant by order in favor of the utility(s). As well as create another subclass of

residential customers. All of which are clear attempts to monetize the issue. All costs for any opt-out should be spread out over the aggregate just as the AMI has been

4. You the Kansas Corporation Commission as an AGENT of the state, represent the state, therefor by extension are the state. I say here now that the state has and is acting with clear bias against anyone that has chosen to enforce their right to consent. Your comments in Docket No. 19-GIME-012-GIE clearly show your disdain for even the idea of an opt-out program in referencing the first opt-out investigation and thereby opening the door for the said utility(s) to charge by way of tariff, what ever they want. In fact, it would appear the more or greater the tariff the better.

5. Any tariff granted to said utility(s) shall be deemed as an illegal application of the law. With clear intention to dissuade, deter, discourage, or otherwise prevent anyone from entering an opt-out program, and to enrich the utility(s). This is obvious by the utility(s) basing their estimated cost from what the opt-out program in Missouri charges its customers, which is one of if not the highest in the country at 150.00 dollars for the buy in to the program and an additional 50.00 dollars a month on top of the already above the national average tariffs I, (we), already pay. Not only would I be paying for all previous tariffs that have been ordered by the state for the AMI and alleged smart meters, that have been implemented in perpetuity, but would pay a second tariff for my right to consent.

6. The said utility(s) admitted in their own comments in Docket No. 19-GIME-012-GIE that there were only 4 or 5 customers in Missouri to have accepted the opt-out program, I certainly understand why. The said utility(s) also stated that there were only 9 customers here in Kansas that may possibly want this opt-out program offer, having cited previous complaints.

7. I say to you now, I have cited the 2005 ENERGY POLICY ACT in my complaint, that if full disclosure of those facts were made to the people of Kansas, and or the aggregate that there may be a different consensus of those that may chose the smart meter and those that don't. Because of this very reason I say is exactly why the said utility(s) and the state have taken such a deceptive and oppressive stand against me and the aggregate. And because any decision by the state in this matter will not only affect me but the aggregate and the people of Kansas. Therefore, I represent, by will or want or not, the entirety of the aggregate and the people of Kansas.

8. I say an opt-out is not needed but an opt-in program to have an alleged smart meter is what is required and was clearly intended in this said ACT. The only option for the said utility(s) was how to fully disclose the information about the AMI, by way of, direct mail, public forums, or other forms of communication, but not television or billing inserts. Only then were these alleged smart meters to be offered and then only after being requested to be installed were they to be installed.

9. You the state have been complicit with the said Utility(s) to force compliance by subrogating my, (the peoples), right to consent under the guise of legal authority. In

some complaints, you the state, cited your lack of jurisdiction when a complaint cites a constitutional right, then denying those complaints based on that fact. Any complaint decided on lack of jurisdiction should be automatically escalated to a hearing status, up to and including judicial review.

10. The alleged contract with said utility(s) can only be described as an implied contract by way of purchasing their product and services.

It must be an implied contract unless you the state or the said utility(s) can submit proof of my wet signature on a physical contract document. Any contract must include full disclosure of all terms of service and conditions of said contract of which the said utility(s) have failed to do, therefore no contract. Any time the terms of service and conditions of said contract are altered in any way, full disclosure is to be made to all parties to the contract. By way of the state granting alterations of the terms of service and conditions in previous orders to the said utility(s), without full disclosure to all parties involved in said contract, that the state and the said utility(s) have committed fraud with intent to profit by deceit and omission of the facts, therefore no contract. In fact, without fair and equal negotiations, meaning both parties shall be represented by attorneys not just your side equals unfair bargaining power, therefore no contract. This also applies to this complaint, that I was forced to file to protect myself from harm from the said utility(s). it is clearly a one-sided quasi-judicial body, "court" biased in favor of the said utility(s).

11. It is my contention that in fact by the mere manifestation of this complaint you have created a contract to negotiate and litigate this matter. And it is my further contention that you have created or otherwise manifested an instrument(s) of equity in my legal person name, such as a bond or security to protect yourself from any liability in case of loss.

12. I hereby demand that any and all instruments of equity that have been created in my legal person name, without my consent, in this matter, be returned to me the rightful owner, immediately. Paid in kind or by certified bank draft for the full amount of said instruments of equity. I await your denial for the record.

13. I am positive you the state and utility(s) will argue I have not cited any docket numbers or laws, statutes, codes or regulations. I say to you now, as to any dockets referred to and afore mentioned of and to, that they are there in plain site on your web site available to you, of which you have expressed yourself as I am sure you shall point to when you describe the altered terms of service that they are clearly available on your website, hidden in plain sight. You can't have it both ways only serving to the advantage of the state and the utility(s).

14. I say now that any implied reference to commercial / contract / or corporate law as well as any criminal codes, laws, statutes or regulations that I have made, and that shall apply, and reserved, are also available to you through any number of sources, such as law libraries, either literal or through the internet. Afterall this is your duty to know the law.

15. My right to consent has been denied and therefore violated. My constitutional rights have been violated as previously cited in my complaint. I hold in evidence all previous complaints and their evidence. All evidence combined creates reasonable doubt as to the efficacy of these “smart meters” and the further evidence I have obtained through 1500 hours of legal research, of which I demand payment for at 300.00 dollars an hour, a fair rate for any legal research and litigation, amounting to 45,000 dollars, such as safety of health, up to and including loss of life, property, which includes all forms of equity leads me to only one conclusion that these alleged “smart meters”, and the AMI system, is unsafe and a danger. I consider them a fire hazard, a health hazard, and a surveillance device. I do not “CONSENT”.

16. I was threatened with termination of electrical service. The utility might as well stand outside my home and fired bullets through the walls, not knowing what harm may have been caused. Without power I would suffer loss of my equity, flooded basement for lack of sump pump leading to mold and health issues up to an including death, I call that the slow kill. Loss of food supplies, contents of refrigerator and freezer. Go into debt paying off the utility for their extortion of monies to reinstate my electrical service. That debit created by the utility with the consent and complicity of the state for denying my right to consent also creates financial hardship, can't afford meds, food, keep heat at 60 degrees in the winter and 80 degrees in the summer, all leading to a slow death. The Inability to use my medical devices that sustain life. And numerous other losses. This said utility provides a life sustaining product that is vital and at no time should any utility

that provides such product be allowed to turn off service to anyone without being certain that no harm shall come. Do they have to be told that? I thought a billion-dollar corporation would understand Human rights.

17. Upon your denial of the facts I have presented I hereby declare you without jurisdiction and have no further standing and therefore this complaint must ascent to the next level of your quasi-judicial process. Therefore, I demand a hearing with the commissioners for review, to satisfy your rules before I can escalate to a judicial review.

18. YOU HAVE 30 DAYS TO RESPOND. THAT IS IN A TIMELY MANNOR, AS TO WHICH YOU HOLD ANY COMPLAINTANT TO IN ANY RESPONSE MADE BY YOU THE STATE.

I HOLD THAT ALL I HAVE STATED AND REFERED TO IN THIS DOCUMENT TO BE TRUE.

Daniel F. Smalley a man with a living soul

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January 8, 2019