

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ULSTER**

STEPHEN PHILLIP ROMINE
PLAINTIFF,

VS.

JAMES P. LAURITO and STEVEN V. LANT
DEFENDANTS

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INDEX NO. 16-1351

Assigned to:
Hon. Christopher E. Cahill

AMENDED AFFIRMATION OF SUPPORT AFFIDAVIT

STEPHEN PHILLIP ROMINE, being duly sworn, affirms:

- 1) I am the Plaintiff in the above-captioned action and make this Affirmation of facts in support of the Plaintiffs motion seeking to Vacate Summary Judgment Decision/Order granted to the Defendants by Ulster County Supreme Court dated February 14th, 2018.
- 2) I am a pro se, pro per and sui juris and am familiar with the facts and circumstances surrounding this matter.
- 3) I reside at 8 Fitzsimmons Lane, Woodstock, NY 12498 since August 2008, along with my significant other, Nicole Nevin, as we were both the victims of the inhumane policies of Central Hudson maintained by the leadership of the Defendants and the current leadership.
- 4) As flesh and blood people who have a God-given right to live a natural life, we were violated by what had been introduced in our natural home environment inside and outside, by the smart transmitting GE I-210 digital meter installed by Central Hudson and its Agents/Representatives under the leadership of the Defendants, without “proper notice” and without our informed physical consent.
- 5) After my partner, Nicole Nevin, became ill, from the time she moved in with me at the above-stated residence in 2013 and her subsequent mini-stroke, I began to question my own existing ailments. We proceeded on a path of discovery with due diligence and have documented that the GE I-210 smart transmitting digital utility meters produce and emit pulsed microwave radiation every 10 to 20 seconds with bullet-like pulses of intense electromagnetic radiation.
- 6) Upon seeing the evidence through measurement of pulsed radiation that became part of our home environment, as it was not part of our living space when we had an analog

utility meter, we proceeded to commence doing much research and have continued to do so over the course of the past five years.

- 7) Once I learned the real facts were contrary to the customized facts that the Defendants, their Attorneys and their Agents/Representatives have been submitting within this lawsuit, I began to uncover fraud upon fraud. I submit those facts of fraud to this Court to support a Motion to Vacate the February 14th, 2108 Decision/Order of the Ulster County Supreme Court and enter a Default Judgment in favor of the Plaintiff.
- 8) Herein set forth is list of frauds committed by the Defendants, their attorney's and agent/representatives itemized in the Motion to Vacate, with Plaintiff's Exhibits of documented facts that support the Plaintiffs claims of fraud, item by item:

- a) Fraud: Analog utility meters are no longer available.

Facts of Fraud:

Exhibit Q: Ulster County Supreme Court February 14th, 2108 Decision/Order. (See bottom of page 2 of mentioned Decision/Order.)

Exhibits A, B, C and D are sworn Affidavits of the Defendants, Central Hudson's attorney and Central Hudson's Service Supervisor, that document that when an upgrade takes place, functional analog utility meters are removed and replaced, which make functional used analog utility meters become available to Central Hudson.

Exhibit A: Eugene Rizzo, February 6th, 2017 (pages 3 and 4, paragraph 6).

Exhibit B: James P. Laurito, January 31st, 2017 (page 3, paragraph 10).

Exhibit C: Steven V. Lant, February 2nd, 2017 (page 3, paragraph 11).

Exhibit D: Daniel Harkenrider, February 2nd, 2017 (page 3, paragraph 8).

Exhibit E: Public Service Commission (hereinafter called the PSC) Response to Freedom of Information Law (FOIL) Requests of the Plaintiff, May 16th, 2017 states there is no PSC "regulation or law" that prohibits Central Hudson from installing a functional used analog utility meter taken off another customers home that has had an upgrade or renovation that had a digital utility meter installed.

Exhibit E: PSC Response to FOIL Requests of the Plaintiff, May 16th, 2017 states there is no PSC “regulation or law” that prohibits Central Hudson from installing a functional used analog utility meter located in any of the facilities of Central Hudson.

Exhibit E: PSC Response to FOIL Requests of the Plaintiff May 16th, 2017 states there is no PSC, “regulation or law” which prohibits Central Hudson from reinstalling a functional used analog utility meter that was taken off of a customer home because that home had new construction and putting meter back on the home instead of a smart transmitting digital meter.

Exhibit L: Hialeah Meter Company remanufactures original equipment analog meters that surpass the ANSI C-12 standard and supplies meters to utilities all over the nation.

Exhibit M1, M2, M3: Texas Meters & Device remanufactures original equipment analog meters and supplies utilities all over the nation.

Exhibit M4, M5- Vision Metering remanufactures original equipment analog meters and has supplied Con Edison with tens of thousands of remanufactured analog meters.

Exhibit M3 & N: Utilities that purchase remanufactured analog meters and make them available to their customers

Plaintiff affirms and states as fact analog meters are available in three ways: 1- from back stock of utility suppliers as plaintiff has acquired 14 unused analog meters from a merchant who had 500 of them, 2- from 3 remanufacturing companies, 3- become available when Central Hudson installs a digital meter on homes having upgrades or renovations and there are no PSC rules regulations or laws prohibiting them.

Remanufactured analog meters are being issued by utilities in 12 states that use the same ANSI C12 standard the NY Public Service Commission uses. to The claims of the Defendants, their attorney’s and their agents/representatives, stating that analog meters are no longer available, is clear and convincing fraud. One analog meter over 5 and 1/2 years could have been located and it was clearly unnecessary to keep the Plaintiff without electrical service for 5 ½ and to state otherwise is blatant fraud.

- b) Fraud: There are “ample studies” that demonstrate smart transmitting and non-transmitting digital utility meters that Central Hudson installs on customer homes are biologically safe and that FCC maximum exposure guidelines protect against harm.

Facts of Fraud:

Exhibit G F: PSC approval of the deployment of GE I-210 smart transmitting digital utility meters makes no mention of health considerations.

Exhibit G: Defendants Memorandum of Law (See Page 71.) cites industry articles that were not written by health professionals but by industry engineers and industry physicists.

Exhibit H: Official EPA letter dated July 16th, 2002 documenting the FCC guidelines on permissible maximum exposure do not protect the public from harm.

Exhibit I: Official U.S. Department of Interior letter dated February 7th, 2014, documents FCC guidelines are “30 years out of date” and are based on the principle of “thermal heating” which has since been proven false.

Exhibit J: MD Frederica Lamech peer-reviewed Study documents adverse health-effects of smart transmitting digital utility meters.

Exhibit K: PhD Martin Pall Study documenting wireless devices, mentioning smart transmitting digital meters cause widespread neuro-psychiatric effects, including but not limited to depression.

Exhibit FF: Article co-signed by 43 Health Professionals and letters from Dr. David Carpenter, radiation expert, documenting there certainly are health dangers from smart digital transmitting utility meters. Dr. Carpenter, who unlike the authors of the industry articles the PSC and the Defendants cite to bolster claims of smart utility meter biological safety, is actually a professional health expert qualified to be an expert witness on health in a court of law.

Exhibit LL1: Sam Milham, MD, peer-reviewed PubMed Study documenting voltage transients (dirty electricity) created and produced by all digital meters are associated with cancer clusters. Dr. Sam Milham is a qualified to be an expert witness in a court of law on health issues.

Exhibit LL2: Dr. Magda Havas peer-reviewed study, dirty electricity, created/produced by all digital utility meters, elevates blood sugar .Dr. Havas is qualified to be an expert witness in a court of law.

Exhibit LL3: Sam Milham MD, dirty electricity, created/produced by all digital utility

Meters, affects adversely chronic stress, neural transmitters and disease.

Exhibit KK: Bioinitiative Report of 2012 chart: “Reported biological effects from radio frequency (RF) radiation at low intensity exposure” (cell tower, Wi-Fi, wireless laptops and smart meter RF intensities based on 2000 peer-reviewed studies).

Exhibit OO: 128 Peer-reviewed medical studies that document electromagnetic radiation from wireless devices, adversely affect human beings in diverse ways.

Plaintiff affirms and states as fact the Defendants have submitted no peer-reviewed medical studies done by Health Professionals that document the biological safety of GE I-210 transmitting and non-transmitting utility meters or any smart digital utility meters. Neither the Defendants nor any of their attorneys have cited any such studies, making their claim of biological safety, fraud. Plaintiff affirms the reverse is true as evidenced in the preceding exhibits document smart transmitting meters are a biological hazard. The purported studies cited by the PSC and referenced in the Defendants Memorandum of Law (see Exhibit G page 71), are not medical peer-reviewed studies done by Health Professionals who are experts in radiation exposure, but are done by engineers and physicists from Industry who use outdated FCC maximum permissible exposure guidelines. These guidelines do not protect the public and is evidenced by the preceding official letters from other US Government Agencies. The FCC does not have qualified Health Professionals on staff. (See Exhibits H and I.) Furthermore, the PSC did not cite any mention of health when approving deployment of the GEI-210 smart utility meter but only mentioned accuracy. (See Exhibit F.)

c) Fraud: Analog utility meters are no longer manufactured.

Facts of Fraud:

Exhibit L: Hialeah Meter Company notarized letter from CEO documenting remanufactured, original equipment, analog utility meters, which surpass ANSI C12 standards, are available.

Exhibit M: Texas Utility Meter and Devices letter and presentation, documenting their ability to remanufacture and provide analog utility meters. Letter documents remanufactured analog meters are permanently sealed disputing the defendants

statements they don't meet that criteria of the PSC regulation NYCRR 93.3. which is what the ANSI C12 standard covers.

Exhibit N: Documentation of five major utilities which offer remanufactured analog utility meters as an opt-out choice.

Exhibit O: Official PSC letter dated May 16th, 2017 documenting no prohibition against remanufactured analog utility meters.

Exhibit GG: Official PSC response to FOIL request January 19th, 2016 declaring that the ANSI C12 standard of accuracy is the only standard the PSC uses and no other regulations are involved in approving utility meters which remanufactured utility meters surpass.

Plaintiff affirms and states as fact analog meters are being remanufactured, a type of manufacturing, by three companies nationwide, Hialeah Meter Company, Texas Meter & Devices and Vision Metering and to say otherwise is fraud.

- d) Fraud: James P. Laurito left Central Hudson for other employment and is no longer with Central Hudson.

Facts of Fraud:

Exhibit G: Defendants Memorandum of Law. (See page 5 of Memorandum of Law.)

Exhibit B: Affidavit of James P. Laurito. (See page 1.)

Exhibit Q: February 14th, 2018 Ulster County Supreme Court Decision/Order. (See page 4 of Decision/Order.)

Exhibit R: Central Hudson Press Release stating Defendant James P. Laurito was "promoted" and will also remain on the Board of Directors of Central Hudson.

Exhibit S: Central Hudson document shows Defendant James P. Laurito on the Board of Directors in 2018.

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Plaintiff affirms and states as fact Defendant James P. Laurito was on the Board of Directors during 2016 and still is, and was promoted within the Central Hudson/Fortis corporate structure and did not depart Central Hudson and to say he is no longer with Central Hudson is fraud. Preceding Exhibits document that James

P. Laurito is still very much a vital part of the operations of Central Hudson, contrary to the fraudulent statements of the Defendants and Central Hudson made to this Court. To say James P. Laurito left Central Hudson is clear and convincing fraud.

- e) Fraud: James P. Laurito and Steven V. Lant cannot answer interrogatory and deposition questions because they are no longer with Central Hudson.

Facts of Fraud:

Exhibit R: Central Hudson Press Release documenting that James P. Laurito was promoted and will be staying on with Central Hudson as a Member of the Board of Directors of where he has served since 2014 and, as such, has complete access to information Plaintiff sought in discovery.

Exhibit S: The Central Hudson Board of Directors roster page lists info and photos of all 2018 members of the Board of Directors, which includes James P. Laurito.

Exhibit T: Documenting Interrogatory questions (circled) Defendants could have answered, even if it were true Defendants were not with Central Hudson.

Plaintiff affirms and states as fact Defendant James P. Laurito as a member of Central Hudson Board of Directors had access to the information the plaintiff was seeking in discovery; That Defendant Steven V. Lant could have answered 80 of the interrogatory questions; That both Defendants cannot claim they cannot answer all depositions questions without first knowing what they are, and to say otherwise is fraud clear and convincing fraud..

- f) Fraud: James P. Laurito was no longer with Central Hudson when the Plaintiff filed his Ulster County Supreme Court complaint in May 2016.

Facts of Fraud:

Exhibit G: Defendants Memorandum of Law. (See page 5, bottom of first paragraph.)

Exhibit R: The Central Hudson Press Release that James P. Laurito was promoted and will be staying on with Central Hudson as a Member of the Board of Directors, where he has been a Member since 2014.

Exhibit S: The Central Hudson website page listing photos of all 2018 Members of the Board of Directors, which include James P. Laurito.

Plaintiff affirms and states as fact Central Hudson documents show James P. Laurito was a member of Central Hudson Board of Directors in 2014 and currently still is a member of that Board and to say he was not with Central Hudson in May of 2016 when Plaintiff filed his complaint is clear and convincing fraud.

- g) Fraud: The Plaintiff Notice of Demand contained the Plaintiffs “inquiries” and “concerns” according to Steven V. Lant Affidavit dated February 2nd, 2017. (See page 4, paragraph 15 of his Affidavit.)

Facts of Fraud:

Exhibit EE1: Plaintiffs Notice of Demand.

Exhibit EE2: Notice of Default/Warning of Liability.

Plaintiff affirms and states as fact the Notice of Demand and Notice of Default/Warning of Liability documents were not ordinary customer complaints/claims to be viewed as ordinary “inquiries” or “concerns” but were lawful documents with clear demands of an urgent nature that the Defendants had a “duty to speak” and respond as Plaintiff and his stroke ridden partner, Nicole Nevin, were being victimized by Central Hudson’s devices during the leadership of the Defendants. There were no inquiries and concerns in the Lawful Notices and to say there was, under oath, is a deceptive misrepresentation to the Court of what actually took place. The Lawful Notices were clear and distinct notifications of demands as a customer of Central Hudson and a victim of their devices.

To say otherwise is a misrepresentation and fraud.

- h) Fraud: The GE I-210 AMR transmitting meters are not smart utility meters, as stated by Central Hudson Service Supervisor, Daniel Harkenrider, in his February 2nd, 2017 sworn Affidavit.

Facts of Fraud:

Exhibit U: The Utilities Telecom Council chart showing AMR utility meters were first generation smart digital utility meters.

Exhibit P: The General Electric Official Website product info page listed the GE I-210 transmitting meter as part of the 210 smart meter family.

Plaintiff affirms and states as fact the GE I-210 utility meter is an AMR meter that is a first generation smart meter and part of the 210 family of General Electric smart meters and to say otherwise is fraud.

- i) Fraud: Central Hudson conferred with the Plaintiffs electrical contractor, James Ferraro and let him know that a GE I-210 smart transmitting utility meter would be installed on the Plaintiffs residence.

Facts of Fraud:

Exhibit JJ: Affidavit of Plaintiff witnessing electrician James Ferraro stating on May 30, 2017, that he was never informed that a smart transmitting digital meter would be placed on Plaintiffs home, contrary to Daniel Harkenriders' fraudulent statement in his February 2nd, 2017 Affidavit. (See page 3 of Affidavit.)

Exhibit-AA: Letter from Woodstock town Supervisor informing Central Hudson it would be wiser to stop installing transmitting meters by stealth.

Plaintiff affirms and states as fact that electrical contractor James Ferraro was never informed by anyone from Central Hudson that a smart transmitting GE I-210 utility meter would be replacing the analog meter that had been on the plaintiffs home and did not have his consent to do so. To say he was informed of the replacement before or after smart meter was installed is fraud.

- j) Fraud: Central Hudson Service Supervisor, Mr. Daniel Harkenrider, responded to the Plaintiffs Lawful Notices and rebutted its facts, terms and conditions, and citations of law.

Facts of Fraud:

Exhibit GG: Daniel Harkenrider letter dated April 1st, 2013.

Exhibit EE1: Plaintiffs Notice of Demand.

Exhibit W: Paul Colbert letter dated June 21st, 2013.

Exhibit X: Paul Colbert letter dated September 12th, 2103.

Plaintiff affirms and states as fact that Central Hudson Service Supervisor Daniel Harkenrider never acknowledged or referred to the Notice of Demand and Notice of Default/Warning of Liability lawful notices either by phone, email or U. S. mail

correspondence. Typically, correspondence written by Corporate Executives begins with acknowledgment of the correspondence they are referring to (e.g. Paul Colbert letter dated September 12th, 2013, see Exhibit X). Mr. Harkenriders aforementioned letter (exhibit GG), at the top of the page, reads "Re: Installations of Smart Meters". Mr. Harkenriders letter was not regarding (thus not addressing) the terms and conditions of agreement/contract contained in his Lawful Notices sent to Mr. Harkenrider, but rather Mr. Harkenriders letter was regarding the installation of smart meters. To say he rebutted or objected to the terms and conditions set forth in those lawful documents is clear fraud.

- k) Fraud: Central Hudson Service Supervisor, Mr. Daniel Harkenrider, mentioned, stated or inferred, in any way, in his letter dated April 1st, 2013 (letter to the Plaintiff) that a Representative/Agent of the Defendants or Central Hudson, objected to or did not accept the Plaintiffs Agreement.

Facts of Fraud:

Exhibit GG: Harkenrider letter dated April 1st, 2013.

Exhibit EE1, EE2B: Plaintiffs Notice of Demand. Notice of Default/Warning of Liability

Exhibit; EE1, EE2a EE3, EE4, EE5: Plaintiff's 5 Letters to Defendants and agents/representatives which included Notice of Demand and Notice of Default/warning of Liability documents (April 9, May 16, June 25, Sept. 12 of 2103.

Plaintiff affirms and states as fact that Central Hudson Service Supervisor Daniel Harkenrider never acknowledged or referred to the Notice of Demand and Notice of Default/Warning of Liability lawful and proper notices either by phone, email or U. S. mail correspondence and to say he objected to and did not accept the agreement contained therein is clear fraud. No objections were raised in his April 1st letter.

Fraud: Central Hudson counsel Paul Colbert mentioned, stated or inferred, in any way, in his June 21st, 2013 email and letter and September 12th, 2013 letter to Nicole Nevin and Plaintiff, that as a Representative/Agent of the Defendants or Central Hudson, did not accept and objected to the Plaintiffs agreement and rebutted its

terms and conditions and citations of law and objected to the monetary amounts accruing because of said agreement.

Exhibit EE1, EE2a, EE2b, EE3, EE4: Plaintiffs Notice of Demand.

Exhibit MM: Paul Colbert email dated June 21, 2103

Exhibit W: Paul Colbert letter dated June 21st, 2013.

Exhibit X: Paul Colbert letter dated September 12th, 2013.

Plaintiff affirms and states as fact that Central Hudson Counsel Paul Colbert did not in any way refer to the Notice of Demand or the Notice of Default/Warning of Liability lawful notices that qualify as "proper notices" and were sent 5 times (March 21st, April 9th, May 16th, June 25th Sept 12th of 2013. Mr. Colbert did not object to the terms and conditions in the Notice of Demand or object to the agreement contained therein or object to the monetary debt that was accruing from defaulting on said agreement. For any lawyer to now say he did object in either of his two communications on June 21, 2103 and Sept. 20, 2013 is clear and convincing fraud.

- l) Fraud: The Notice of Demand with its terms and conditions and acceptance by silence is the Plaintiffs "unusual" ... "theory of liability".

Facts of Fraud:

Exhibit G: Defendants Memorandum of Law. (See page 5, bottom paragraph)

Exhibit B: James P. Laurito Affidavit. (See page 4, paragraph 11, in Affidavit.)

Exhibit C: Steven V. Lant Affidavit. (See page 3, paragraph 12, in Affidavit.)

Exhibit D: Daniel Harkenrider Affidavit (page 2)

Exhibit Y: Restatement of Law/Contracts 2nd Chapter 69 "Acceptance by Silence".

Documents Acceptance of Contract by Silence if party was previously informed their silence will be taken as agreement.

Plaintiff affirms and states as fact that Central Hudson under the leadership of the Defendants and in collusion with the PSC use the legal "Doctrine of Acquiescence" and "estoppel" in the formation and implementation of the Tariff purported agreement and the deployment purported agreement of smart transmitting GE I-210 utility meters. For any lawyer who represents a utility and relies on the same legal

principles, to now claim the Plaintiff's lawful documents which employ those very same principles and laid out in the classic legal reference Restatement of Law/Contracts 2nd chapter 69, "Acceptance by Silence" is "unusual" and plaintiff's own "theory", is fraud.

- m) Fraud: The plaintiff and the Public received "proper notice" of the PSC comment period on the deliberation of the deployment of smart transmitting smart GE I-210 utility meters and the tariff.

Facts of Fraud:

Exhibit Z: Fourteen uncontested Affidavits of Central Hudson customers.

Exhibit JJ: Uncontested Affidavit of plaintiff witnessing James Ferraro statements.

Exhibit BB: The PSC deliberation page with zero "Public Comments" on the approval of the deployment of the GE I-210 digital transmitting utility meter.

Exhibit F: The PSC approval of deployment of GE I-210 smart transmitting utility meters documenting zero comments was received. (See page 1.)

Plaintiff affirms and states as fact that "proper notice" was absent concerning the comment period of the PSC deliberations of the tariff and the agreement to deploy the GE I-210 smart transmitting digital meters and for any lawyer to say otherwise is misleading the Plaintiff, the Public and this court by committing fraud.

- o) Fraud: Plaintiff gave informed physical consent to Central Hudson for the installation of a smart transmitting digital meter to be placed on his Home.

Facts of Fraud:

Exhibit JJ: Uncontested Affidavit of Plaintiff witnessing James Ferraro statements.

Exhibit Z: Fourteen uncontested Affidavits of Central Hudson customers.

Exhibit AA: Town Supervisor, Jeremy Wilber letter documenting installation of smart meters by stealth.

Exhibit BB: The PSC deliberation page with zero "Public Comments" on the approval of the deployment of the GE I-210 digital transmitting utility meter.

Exhibit F: The PSC approval of deployment of GE I-210 smart transmitting utility meters documenting zero comments was received. (See page 1.)

Exhibit EE1: Notice of Demand affirming Plaintiff never gave consent and was never given full disclosure of the installation of the smart transmitting digital meter being placed on his home. Exhibit Z and Exhibit II both document that the Plaintiff and the the public have never heard of the New York Register, nor did they give informed physical consent to install smart transmitting digital meters and non-transmitting meters on their residences.

Plaintiff affirms and states as fact that no physical informed consent was given to install the GE I-210 smart transmitting digital meter on the plaintiff's home or any of the hundreds of people the plaintiff has spoken with or emailed with who is a Central Hudson customer. To say physical informed consent was given is clear and convincing fraud.

- p) Fraud: The Plaintiff violated the contract with Central Hudson and violated laws by removing the GE I-210 smart transmitting digital utility meter off of his home by replacing said meter with a remanufactured analog utility meter.

Facts of Fraud:

Exhibit EE1: Notice of Demand documenting and acceptance of said agreement terminated all previous existing purported contracts with utility provider. (See page 3, paragraph 7 in Notice of Demand.) Also in Exhibit EE1, the easement for operation and maintenance of the analog utility meter, was violated by introducing a smart transmitting digital meter, that was never mentioned when easement was granted, as smart meters were not invented yet. With such a violation of easement, the Plaintiff had every right to remove the smart digital transmitting utility meter when Defendants refused to do so, even after receiving five sets of Lawful Notices on March 21, April 9, May 16, June 25, September 20, 2103, declaring easement violation, (page 3, paragraph 11) and loss of easement and contract (page 7, paragraph 27).

Exhibit CC: Article 35 of the Penal Law: The right to defend oneself and ones' property.

Plaintiff affirms and states as fact that Plaintiff as a “people” in “We the People “ in the U.S Constitution is endowed with, from birth, inalienable rights granted by the creator. Our inalienable rights are guaranteed by the U.S. Constitution. One of those rights is the fundamental right to protect oneself and family from harm. The Plaintiff has every right to remove any “device” which was placed on his home that he was not given “proper notice” of and gave no informed physical consent to, being placed there without his permission especially a device emitting a toxic substance creating a bio-hazard. For any lawyer, who cannot claim ignorance of law, to say otherwise is committing fraud and is in contempt of the U.S Constitution.

q) Fraud: That unused analog utility meters can no longer be obtained.

Facts of Fraud:

Exhibit DD: Photos of fourteen unused analog utility meters in the original shipping boxes purchased by the Plaintiff this year (2018), documenting that unused analog meters can be still obtained and were available to supply Plaintiff with what he was demanding in his Lawful Notices 5 and ½ years ago.

Plaintiff affirms and states as fact that a few months ago he obtained vey easily 14 unused analog utility meters from a supplier who had 500 of them. Central Hudson who under the leadership of the Defendants and the current leadership have claimed analog meters are not available and have not been able to locate one analog meter in 5 1/2 years to remedy the situation. This Documentation specifying, over a five year period, that Plaintiff and his partner were forced to live with termination of electrical service, while Central Hudson did not perform due diligence to locate the Plaintiff an analog utility meter. The Plaintiff was able to easily locate fourteen unused analog utility meters in the original manufacturers boxes five years later .To say that one analog meter cannot be found for the Plaintiff in over 5 years is clear and convincing fraud.

r) Fraud: A GE I-210 smart transmitting digital utility meter is necessary or mandated by the New York State PSC for an upgrade from 60 AMP to 100 AMP service.

Facts of Fraud:

Exhibit JJ: Plaintiffs Affidavit witnessing James Ferraro statements.

Exhibit E: Official PSC response to FOIL requests dated May 16th, 2017.

Exhibit B: Affidavit of James P. Laurito, (page 3, paragraph 10) documents the GE I-210 smart utility meter was not mandated by the PSC but was “requested”.

Plaintiff affirms and states as fact that the Freedom of information response of the PSC declared that there is no “regulation or law” that prohibits a customer from using a used Central Hudson analog meter if requested. To say that analog meters cannot handle the upgrade from 60 amp to 100 amp or even 200 amp is fraud. To say that that a power consumer is mandated by law to have a smart transmitting or a non-transmitting digital utility meter is fraud.

Exhibit JJ: Plaintiff Affidavit documenting an analog meter can be used with a 100 AMP service.

Exhibit E: Official PSC response to FOIL request dated May 16th, 2107, documenting “no regulation or law” which prohibits the use of a Central Hudson functional used analog utility meter.

Plaintiff affirms and states as fact that the Freedom of information response of the PSC declared that there is no rule, regulation or law that prohibits a customer from using a used Central Hudson analog meter if requested. To say that analog meters cannot handle the upgrade from 60 amp to 100 amp or even 200 amp is fraud. To say that that a customer is mandated by law to have a smart transmitting or a non-transmitting digital utility meter is fraud as the PSC states very clearly it is up to the Utility to decided which PSC approved utility meter will be used not the PSC. The PSC also stated that purportedly customer preference is not a consideration. The power consumer has every right to chose between two PSC approved utility meters as we currently have an opt-out program where the customer presently has a choice. Customer preference is a consideration, contrary to the PSC’s statement in the May 16, 2017 letter in exhibit E, and there is no good reason not provide used, already approved, analog meters as there is no prohibition on them by the PSC.

s) Fraud: The Defendants were not part of the utility meter dispute.

Facts of Fraud:

Exhibit EE1: Notice of Demand documenting Defendants were certainly part of the meter dispute three years before lawsuit was filed as “notice to agent is notice to principal”, displayed in letter, and clearly affirms that they were responsible to have received the Lawful Notices (that were mailed directly to Defendants certified mail), five times on March 21, April 9, May 16, June 25, Sept. 20, 2013, at their primary place of business.

Plaintiff affirms and states as fact that five sets Lawful Notices were mailed with “proper notice” to defendants primary place of business addressed to them and Central Hudson attorney Paul Colbert by name in the lawful documents as to who the notices were addressed to and at the time of their employment in 2013. The doctrine of “Notice to Impute” affirms they are considered to have received lawful noticed whether or not it was communicated to them making them a party to the dispute. Every Chief Executive Officer knows that and so does the President of every company. To say they are not party to the dispute because they claim they were not told about the lawful notices yet had their delegated person sign for them is not reasonable or that a CEO and President to not know about Notice to Impute and not be fraud.

t) Fraud: The FCC maximum permissible exposure guidelines, cited by Central Hudson associate Attorney Paul Colbert in his June 21st, 2013 letter to the Plaintiff, protects the public from biological harm.

Facts of Fraud:

Exhibit H: Official EPA letter dated July 16th, 2002 documenting the FCC guidelines do not protect the public from harm.

Exhibit I: Official U.S. Department of Interior letter dated February 7th, 2014, affirming that the FCC guidelines do not protect the public from harm and are “30 years out of date” and rely on the thermal heating principle which has since been proven false.

The plaintiff affirms and states as fact the FCC maximum exposure guidelines cited by Counsel Paul Colbert has been shown to be inadequate to protect humans from harm of being exposed to electromagnetic radiation that is below the mentioned FCC maximum permissible exposure guidelines. The claim by anyone who has the responsibility to do due diligence regarding protecting the public from harm and states these guidelines are a guarantee of safety are committing fraud on the Plaintiff and the public.

- u) Fraud: Central Hudson, under the leadership of the Defendants, were “not in a position to offer an analog utility meter” to the Plaintiff as stated by Central Hudson Counsel Paul Colbert, in his June 21st, 2103 letter to the Plaintiff.

Facts of Fraud:

Exhibit A: Eugene Rizzo, February 6th, 2017 (pages 3 and 4, paragraph 6).

Exhibit B: James P. Laurito, January 31st, 2017 (page 3, paragraph 10).

Exhibit C: Steven V. Lant, February 2nd, 2017 (page 3, paragraph 11).

Exhibit D: Daniel Harkenrider, February 2nd, 2017 (page 3, paragraph 7).

Exhibit E: The PSC Response to Freedom of Information (FOIL) Law Requests of the Plaintiff May 16th, 2017 that states there is no PSC law, rule or regulation that prohibits Central Hudson from installing a functional used analog utility meter taken off of another customers home who had an upgrade or renovation and had a digital meter installed.

Exhibit E: The PSC Response to Freedom of Information (FOIL) Law Requests of the Plaintiff May 16th, 2017 that states there is no PSC law, rule or regulation that prohibits Central Hudson from installing a functional used analog utility meter that happened to be available in any of the facilities of Central Hudson.

Exhibit E: The PSC Response to Freedom of Information (FOIL) Law Requests of the Plaintiff May 16th, 2017 that states there is no PSC “regulation or law” that prohibits Central Hudson from reinstalling the functional used analog utility meter that was taken off that customers home because of new construction.

The Plaintiff affirms and states as fact that certain sworn statements in the James P. Laurito, Steven V. Lant , Eugene Rizzo and Paul Colbert Affidavits, document that whenever an upgrade is done, functional analog utility meters get removed and replaced, making functional used analog utility meters available to Central Hudson.

The PSC has also officially stated in their May 16, 2013 Foil response that there is no “regulation or law” that prohibits Central Hudson from issuing any of these used PSC approved analog meters they come into possession of on a regular basis, let alone one analog meter for the Plaintiff. To say they are not in position to issue one analog meter is clear and convincing fraud.

v) Fraud: The Defendants are not liable to the Plaintiff.

Facts of Fraud:

Exhibit EE1: In the Notice of Demand Affidavit (page 3, paragraph 8) Plaintiff demanded, as a Central Hudson customer, that “Utility provider must show insurance indemnification against all known and unknown potential negative effects of digital meter installations”. Central Hudson under the leadership of the Defendants failed to present such indemnification and therefore failed in its obligations and responsibilities to its customers, of which the Plaintiff was one. This Lawful Notice stated: “Because no insurance has been shown, liability falls with Central Hudson, and separately and fully, the personal liability of all its officers and employees who may have responsibility over policy and dispatch”. Liability then falls with the Defendants as policymakers also stated on pages 3 and 4, paragraph 4 of said Notice of Demand. Defendants fail to rebut this fact.

Exhibit EE2b: A Notice of Default/Warning of Liability clearly informs Defendants and Central Hudson by their silence that they have defaulted on the Notice of Demand and became liable parties. The Defendants, Central Hudson, Mr. Daniel Harkenrider, nor any of their Representatives/Agents who handled and processed these Lawful Notices, neither stated or filed, to any objection or to any of the notarized Lawful Notices, sent March 21st, 2013, April 9th, 2013 and May 16th 2013, certified mail, until three years later, upon the filing of this lawsuit. Central Hudson counsel Paul Colbert implied in his June 21st, 2013 letter (see Exhibit W) if you do not object you accept, a statement (e.g. implied consent).

The Plaintiff affirms and states as fact as a former customer of Central Hudson who was and is being victimized by the policies of Central Hudson carried out on the orders of the leadership of the Defendants and requiring Plaintiff to give “proper notice” to those leaders, Defendant James P. Laurito and Steven V. Lant, with the

Notice of Demand and Notice of Default/Warning of Liability lawful notices which he did on March 21, April 9, May 16, June 25, Septemeber 20, 2013. The Defendants or their attorneys had a “duty to speak” being the Plaintiff was one of their customers and was being harmed by their equipment and lawful notices were addressed to them by name of an urgent nature. Defendants received “proper notice” via their delegated agents whose knowledge of the lawful notices was imputed to the Defendants and became liable parties as they accepted terms and conditions in the Lawful Notices by their silence (as stated in Restatement of Law/Contracts 2nd). Defendants refused to reply or object to Plaintiffs Lawful Notices with a sworn affidavit rebutting any of the facts in these notices or indicating they did not accept the agreement even though they were informed their silence would be taken as an agreement. Defendants were then sent Notice of Default/Warning of Liability notices that they, nor Mr. Daniel Harkenrider nor Mr. Paul Colbert, objected to over the course of three years from March of 2013 to May of 2016, when the lawsuit was filed, even though they were sent sets of Lawful Notices on March 21st, April 9th and May 16th, June 25th, Sept.20, 2013. In their silence on the demands of the lawful notices they acquiesced to the terms and conditions set forth, ignoring the “Notice to Impute” principal every corporate exec must know to operate a company that has employees. To now claim they are not liable because they purportedly did not receive the lawful notices that were done with proper notice and considering “Notice to Impute”, is committing fraud.

- w) Fraud: That Plaintiff’s several sets of Notice of Demand and Notice of Default/Warning of Liability Lawful Notices are only a “writing”, and not Lawful Notices (Defendant James P. Laurito on page 4, paragraph 11, of his Affidavit, Defendant Steven V. Lant, on page 3, paragraph 12, of his Affidavit, and of Attorney Eugene Rizzo on page 4, paragraph 6, of his Affidavit.) and had no duty to speak.

Facts of Fraud:

Exhibit A: James P. Laurito Affidavit dated January 31st, 2017.

Exhibit B: Steven V. Lant Affidavit dated February 2nd, 2017.

Exhibit Y: Restatement of Law/Contracts 2nd Chapter “Acceptance by Silence”.

Exhibit EE1: Notice of Demand (sent to Defendants March 21st, 2018, April 9th, 2013 and May 16th, 2013).

Exhibit EE2b: Notice of Default/Warning of Liability (sent to Defendants April 9th, 2013 and May 16th, 2013).

Exhibit W: Paul Colbert letter of June 21st, 2013 “ without objection”

The Plaintiff affirms and states as fact the content and form in the lawful notices document are more than just “writings” and are designed to be lawful documents that can be used in a Court of Law as “documented evidence”. Page 8, paragraph 35 states “This Notice of Demand 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 sworn by an authorized, qualified, responsible and liable party”. Defendants became liable parties as they accepted terms and conditions in the Lawful Notices by their silence (as stated in Restatement of Law/Contracts 2nd) and refusal to reply or object to Plaintiffs Lawful Notices with a sworn affidavit rebutting any of the facts in these notices or indicating they did not accept the agreement even though they were informed their silence would be taken as an agreement. Defendants were then sent Notice of Default/Warning of Liability notices that they, nor Mr. Daniel Harkenrider nor Mr. Paul Colbert, objected to over the course of three years from March of 2013 to May 19, of 2016, when the lawsuit was filed, even though they were sent sets of Lawful Notices on March 21st, April 9th and May 16th, June 25th, Sept.20, 2013. The Plaintiff did not just send lawful notices to a random person or company in the public sphere but to the chief executives of the company that is purported to be in contract with the Plaintiff by the tariff and the company whose equipment was harming the Plaintiff and his partner Nicole Nevin. The Defendants had a duty to speak and answer the lawful notices or acquiesce the same way the public purportedly acquiesced to the deployment of GE I-210 smart digital transmitting meters and the Tariff according to Attorney Paul Colbert in his June 21st letter. To claim the lawful notices were simply just writings and not urgent lawful notices is fraud.

- x) Fraud: That the public gave informed physical consent to the approval of smart transmitting digital microwave emitting meters being deployed on

their homes and residences.

Facts of Fraud:

Exhibit JJ: Uncontested Affidavit of Plaintiff witnessing James Ferraro statements.

Exhibit Z: Fourteen uncontested Affidavits of Central Hudson customers.

Exhibit AA: Town Supervisor, Jeremy Wilber uncontested letter documenting installation of smart transmitting meters by stealth.

Exhibit E1, E2, E3, E4, E5 Uncontested Lawful Notices document that Plaintiff nor his partner Nicole Nevin, ever gave informed physical consent.

Exhibit BB: The PSC deliberation page with zero Public Comments on the approval of the deployment of the GE I-210 digital transmitting utility meter.

Exhibit F: The PSC approval of deployment of GE I-210 smart transmitting utility meters documenting zero Comments was received. (See page 1.)

The plaintiff affirms and states as fact that every single person, out of the hundreds people who the Plaintiff has spoken to, over the course of these past five plus years, have stated they did not give Central Hudson physical informed consent to place a smart transmitting device on their homes. The PSC in collusion with Central Hudson under the leadership of the Defendants, have deployed these smart transmitting GE I-210 utility meters without getting informed physical consent from the Plaintiff or the Public. Plaintiff has spoken at a packed Woodstock Town Board meeting with a hundred people present and not one, including all the town officials ever heard of the NY register, nor did the administrative assistants I spoke with in the PSC's own office. Plaintiff spoke with the Ulster County Clerks office and was told that not once in the 14 years had anyone come into look at the NY register. Proper notice is not done by posting or publication, but by U.S. Mail or personal delivery. Without "proper notice" the public does not know what is taking place and cannot give physical informed consent and to say otherwise is fraud as the testimony of the public confirms as well as New York Court of appeals.

y) Fraud: The Plaintiff previously litigated his case with the PSC.

Facts of Fraud:

Elements of due process in Plaintiffs PSC Case were non-existent.

- 1) Plaintiff never had any discovery in the PSC case.
- 2) Plaintiff never had any depositions in the PSC case.

- 3) Plaintiff never had any briefs submitted in the PSC case.
- 4) Plaintiff never had any cross examination of witnesses.
- 5) Plaintiff never had the opportunity to confront his adversary.
- 6) Plaintiff's case was not adjudicated judicially but was determined by an administrative action with no hearing.
- 7) Eugene Rizzo and associates are seasoned attorneys and know that the Plaintiff's case was not ever litigated.
- 8) Eugene Rizzo and associates, being seasoned attorneys, know what the elements of due process are and know that those elements were not present in the Plaintiff's only PSC case.
- 9) Eugene Rizzo and associates, in spite of knowing what the elements of due process are and knowing that none of them were present in the Plaintiffs PSC case, have committed fraud on this Court by submitting sworn testimony that Plaintiff had already litigated this case, thereby causing this Court to rely on collateral estoppel to decide for Summary Judgment.
- 10) Eugene Rizzo and associates know that participating in a few brief phone calls with the PSC in no way can be claimed to be engaged in litigation with the PSC..
Exhibit HH: Karen Anderson, who made the administrative determination against the Plaintiff, was a Customer Service Specialist and was not a quasi-judicial officer.
Exhibit II: Ramona Munoz who was a quasi-judicial officer denied Plaintiff from having a quasi-judicial hearing so no quasi-judicial litigation ever happened.
Exhibit Q: Ulster County Supreme Court Decision/Order stating Plaintiffs case was previously litigated (see page 8) is in grievous error by repeating Defendants fraud.

The Plaintiff affirms and states as fact that at no time did he engage in any litigation of his PSC complaint at any formal or informal hearing, did not have the opportunity demand discovery, did not have the opportunity to take any depositions, did not have the opportunity to cross examine witnesses, did not have the opportunity to submit a brief, did not have the opportunity to confront his adversary, and did not participate with Central Hudson in an organized hearing and thus had no due process of law. The Plaintiff only participated in a few brief

phone calls with a consumer specialist Karen Anderson. The Defendants attorney and associates, who cannot claim ignorance of the law, are committing clear and convincing fraud claiming a few brief phone calls is litigation. Plaintiff has documented twenty-six frauds either created or maintained by the pleadings and motions of the Defendants and their attorneys.

- z) Fraud: That installing a used Central Hudson analog meter on a residence of a Central Hudson customer who requests one would need PSC approval.

Facts of Fraud:

Exhibit E: PSC Official FOIL response stating “no regulation or law” that prohibits the use of a used Central Hudson analog meter if a customer requests one.

Exhibit B: Affidavit of James P. Laurito stating Central Hudson would need PSC approval to use a used Central Hudson an analog meter on a customers home if they request one (page 7)

Exhibit C: Affidavit of Steven V. Lant stating Central Hudson would need PSC approval if a customer requests one to be installed on their home (page 6).

Plaintiff affirms and states as fact that the Public Service Commission (PSC) did provide a Freedom of Information response that stated the there was no regulation or law that stated a used analog meter could not be issued by Central Hudson and that the choice of an already approved meter is up to Central Hudson not the PSC. For Central Hudson to tell the Plaintiff and the public they are bound by the PSC and cannot issue an already PSC approved meter is clear and convincing fraud.

By reason of the foregoing documented facts and sworn testimony that outline a clear and convincing pattern and practice of multiple frauds, submitted together with the more detailed Memorandum of Law, Plaintiff respectfully moves this Court to grant the application of the Plaintiff seeking to vacate Ulster County Supreme Court Decision/Order of February 14th, 2018, Decision/Order for Summary Judgment, strike the Defendants pleadings and return a Default Judgment after considering the repetitive Fraud on the Court by the collusion of the Defendants, their Agents/Representatives and their Attorneys.

I, Stephen Phillip Romine, pro se, pro per, sui juris litigant and Plaintiff do solemnly swear that everything stated in this affidavit is true to the best of my knowledge under the pain and penalty of perjury.

Stephen Phillip Romine (Signature)

Date

Sworn to before me this ____ day of _____ 2018

Notary