



**PLAINT DOCKET NO. E-01345A-13-0069**

**ORIGINAL RECEIVED  
TOTAL RECALL REQUIRED**

**ORIGINAL**

2013 JUN 11 P 4 08

June 17, 2013  
HAND DELIVERED

AZ CORP COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission  
**DOCKETED**

JUN 17 2013

Arizona Corporation Commissioners  
1200 W. Washington  
Phoenix, AZ 85007-2996

DOCKETED BY [Signature]

Dear Commissioners,

The attached documents dated March 15, 2013 and April 20, 2013 represent the culmination, thus far, of my quest for protection from the threatened pulsed microwave radiation from the 'smart' meter experimental program embarked upon by APS, my electrical service provider. I use the term "experimental" because there is no proof that bombarding populations by ubiquitous pulsed microwaves 24 hours a day without cessation, is safe for humans or for our living environment. Quite the opposite is true. You owe the people under your care protection from being human pulsed microwave experimental subjects.

Please review The Nuremburg Code standards we agreed to respect at the end of WW II. It safeguards the legal capacity of human experimental subjects to give consent:

[www.hhs.gov/ohrp/archive/nurcode.html](http://www.hhs.gov/ohrp/archive/nurcode.html)

Additionally, we have the following Arizona Revised Standards, that APS and the ACC have neglected to fully implement regarding the so called 'smart' automated AMI meter and mesh network grid issue.

- A.R.S. 40-361.B – Every public service corporation shall furnish and maintain such service, equipment and

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facilities as will promote the safety, health, comfort and convenience of its patrons, employees and the public, and as will be in all respects adequate, efficient and reasonable.

- A.R.S. 40-321.A – When the commission finds that the equipment, appliances, facilities or service of any public service corporation, or the methods of manufacture, distribution, transmission, storage or supply employed by it, are unjust, unreasonable, unsafe, improper, inadequate or insufficient, the commission shall determine what is just, reasonable, safe, proper, adequate or sufficient, and shall enforce its determination by order or regulation.
- A.R.S. 40-202.C.1 – Protect the public against deceptive, unfair and abusive business practices, practices related to deposit requirements and reconnection fees, intrusive and abusive marketing, deceptive or untrue advertising practices and practices prohibited under subsection H of this section.
- A.A.C. R14-2-209.A.1 – Each utility, billing entity, or Meter Reading Service Provider may at its discretion allow for customer reading of meters.

The ACC **DECISION NO. 69736 ORDER** expresses choice is in the domain of the customer, who is in a sense **sovereign**, with the right to live in a safe uncomplicated analog world and to choose voluntarily to remain in that safe world with **no fees**. ORDER 69736 still applies to us. Only an *OPT-IN (with no fees)*, “to what is still an evolving technology” is offered. Did people really know what ‘smart’ meters represent? Talk about abusive marketing: has even one APS customer ever been told the honest truth about ‘smart’ abusive automated lethal AMI meters, about the fire risk and how the ‘smart’ grid can be hacked and sabotaged, leaving the public with no electrical power at all?

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**ORDER #69736**, (Page 4, #7) states: "both the benefits and the costs of Advanced Metering and Communications should be considered **before requiring full-scale implementation.**" To my knowledge this a cost benefit analysis has not been accomplished taking into account the massive human and environmental impacts and devastation expected from the long term human and environmental continuous pulsed exposure to 900 MHz & 2.4 GHz.

**ORDER #69736**, (Page 6, #17) also states: "AMI represents a significant investment by utilities and is still an evolving technology. **Utilities should investigate their needs and those of their customers to determine if the benefits of AMI outweigh the costs** and which AMI technology would be most appropriate to use."

Of course, "benefits" depend on the observer's point of view. APS' view might be sociopathic. If any of you, as Arizona Corporation Commissioners, hold the eugenics point of view reputed to be held by certain oligarchs, and agree that it is a *benefit* to accomplish the reduction of the world population by 90%, then you would of course favor 'smart' meter implementation and see environmental abuse, death of bees, famine, deforestation, fetal death, human injury, sickness and death as positive "benefits". My question to all of you: did you campaign on that platform? If there are any among you that hold that position, do you consider it reason to resign? Also, what about the **law** that requires your activity to protect the public?

Was any NEPA environmental impact study accomplished for the expected duration of the AMI experiment?

At this time, APS seeks to turn the tables on the public it is required to serve. APS has become a tyrant. In its March DOCKET NO. E-01345A-13-0069 APPLICATION, APS states, "Today, APS considers automated meters... its standard metering configuration." Further on it again refers to the "Company's standard AMI meter." These statements are used as a basis to **OVERTHROW ACC ORDER #69736 and turn the people of Arizona into its slaves!** On page 4, APS lies when it says: "Participation in the Company's automated meter opt-out

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program is completely voluntary" - *does anyone believe this?*  
APS immediately follows with a denial: "however, residential customers must meet certain eligibility requirements to qualify for service under schedule 17" and the APS slavery statutes follow! What happened to the people's sovereignty? What happened to the people's right to know the truth about biotoxic effects of 'smart' meters? What about the people's right "to exercise free power of choice, without the intervention of any element of force, fraud, deceit, duress, over-reaching, or other ulterior form of constraint or coercion"? <sup>1</sup>

It is time to ban 'smart' AMI meters and grids, not to institutionalize them.

AMI is a lethal technology.

AMI is a carcinogen.

AMI gives rise to genetic and neurological damage.

AMI kills our future children in the womb.

AMI savagely attacks all life forms.

AMI does not respect God's Creation!

AMI is evil.

**TOTAL AMI RECALL REQUIRED**

**AMI installation scheduled in Payson on July 1<sup>st</sup>**

**STOP IT NOW**

Respectfully submitted,



Patricia Ferre

Attached: 7 documents

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<sup>1</sup> **The Nuremberg Code** [www.hhs.gov/ohrp/archive/nurcode.html](http://www.hhs.gov/ohrp/archive/nurcode.html)

March 15, 2013  
SENT BY CERTIFIED MAIL

From:  
Patricia C. Ferre  
621 E Coronado Way,  
Payson, AZ 85541

To:  
Donald E. Brandt  
Chairman of the Board, President, Chief Executive Officer  
Pinnacle West Capital Corporation  
Chairman of the Board, Chief Executive Officer  
Arizona Public Service Corporation  
P. O. Box 53999, Mail Sta. 8602  
Phoenix, AZ 85072-3999

**NOTICE AND DEMAND FOR REMOVAL OF ALL DIGITAL  
ELECTRIC METERS, RADIATION EMITTING AND  
SURVEILLANCE DEVICES, NOTICE OF LOSS OF  
EASEMENT PRIVILEGE BY CRIMINAL MISCONDUCT**

To Arizona Public Service (APS) and all agents, officers,  
employees, contractors and interested parties:

- 1) This Notice and Demand pertains and applies to APS herein "UTILITY SERVICE PROVIDER" and its electric service provided to the address: 621 E Coronado Way, Payson, AZ 85541.
- 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 and place of residence without full disclosure to us, without our informed consent and without compliance with various laws.

- 3) We hereby revoke and deny any and all implied, expressed and/or recorded consent, if any exists, for the placement and operation of a "Smart Meter" and all other utility metering devices, (such as APS' intended wireless 'solar production meter'), which emit electromagnetic radiation (herein "EMR") by either transmission or "dirty electricity," 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 "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures..." No search of private property may be lawfully done without a valid, timely and ratified court order (warrant) based on probable cause or by full informed consent of the occupants. Also, because electromagnetic radiation is known to cause cancer and many other diseases and injuries, installation of any meter with either an EMR transmitter, a switching mode power supply, a transformer or similar devices on a private residence without consent of the occupants and property owner constitutes Assault under United States Code Title 18, Section 113. 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, easements and policies that may be claimed by UTILITY SERVICE PROVIDER and entitles any property owner, tenant and occupant, in lawful self defense, to remove all such devices immediately without notice, application or administrative

process. That criminal misconduct also eliminates any and all right of UTILITY SERVICE PROVIDER to charge any fee or penalty or prescribe any terms or conditions in relation to the property owner's rights and actions to mitigate UTILITY SERVICE PROVIDER's violations and to protect all occupants' health, safety and privacy. That criminal misconduct is committed by UTILITY SERVICE PROVIDER and therefore, UTILITY SERVICE PROVIDER has no grounds to deny utility service in retaliation for any action a utility customer deems necessary for self-defense. As we innocently act in our own self-defense against your unlawful radiation and surveillance, any act to deny or threaten to deny electric service to us is seen as a hostile, malicious and harmful act. Because we have committed no violation and no act besides self defense against your wrongdoing, any interruption of our electric service is unjustified and will cause an obligation by the power company and it's policy-makers of \$100,000.00 to us in addition to \$10,000.00 per day of denied or failed service.

- 5) "Smart Meters" and digital wireless utility meters emit "packetized" and/or "pulsed" electromagnetic radiation in power densities, timings and volumes known to be harmful and unsafe for exposure to humans, animals and plants; shown to be damaging and dangerous in countless published peer-reviewed 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, leukemia, neurological illnesses and injuries, birth defects, childhood leukemia, childhood behavioral disorders and a wide variety of other physical symptoms in any person who may be exposed. In fact, exposure to EMR can exacerbate any vulnerability and provoke injury in any biological organism. 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 grounded plumbing as antenna. It is commonly known among electrical engineers that it is poor practice to insert a switching mode power supply at the head end of a wiring grid without power conditioning. This EMR pollution is known to cause cancers to humans, has been shown to be damaging and dangerous in published peer reviewed 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 UTILITY SERVICE PROVIDER 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 UTILITY SERVICE PROVIDER 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, diseases and injuries, so the UTILITY SERVICE PROVIDER causing those exposures, is apparently intentional and criminal, therefore, UTILITY SERVICE PROVIDER has no lawful right, privilege, authority or permission to place or operate a "Smart Meter" or similar device on private property without the prior fully informed and written consent of all occupants, and no right at any time to prevent or object to the removal or replacement, by any interested party, of any device emitting electromagnetic radiation if UTILITY SERVICE PROVIDER fails to remove the meter on the request and replace it with a safe analog meter. Because installation of digital meters represents intentional criminal misconduct, and UTILITY SERVICE PROVIDER is deliberately installing digital meters, it has, by those criminal violations, lost all right of easement, contract, policy and privilege with the utility customers and all authority reverts to property owners with regard to utility

metering.

- 8) Whether intentionally or out of ignorance, by installing "Smart Meters" and/or digital meters, which have the function and effects of surveillance devices and harmful radiation-emitting devices, UTILITY SERVICE PROVIDER has violated the rights of residential occupants, is committing harm to those occupants and has caused possible major 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 UTILITY SERVICE PROVIDER regarding the known health, safety and privacy hazards represented by digital electric meters. UTILITY SERVICE PROVIDER 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 UTILITY SERVICE PROVIDER is failing in its obligations and responsibilities to customers, property owners and occupants. By making such installation, UTILITY SERVICE PROVIDER admits violation and accepts all liability for all adverse effects of the meters and all costs of remedy. Because no insurance has been shown, liability falls with the UTILITY SERVICE PROVIDER Corporation and, separately and fully, the personal liability of all officers and employees of UTILITY SERVICE PROVIDER who may have responsibility and authority over policy and dispatch.
- 9) UTILITY SERVICE PROVIDER has not disclosed the frequencies, volumes, power values, qualities and exposure levels of radiation the digital meters emit, and has not disclosed whether those frequencies can or cannot harm 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 household current integrity and therefore must be harmful at some locations for some duration of exposure, yet no limits are disclosed by UTILITY SERVICE PROVIDER in reckless disregard for the health and safety of the public.

10) UTILITY SERVICE PROVIDER 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 utility customers can review and correct any errors, how that data will be secured, how victims of privacy invasion or mishandling of private data will be compensated and restored and how UTILITY SERVICE PROVIDER 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. Even if UTILITY SERVICE PROVIDER may claim to keep data "safe" which is statistically not possible, UTILITY SERVICE PROVIDER itself has no consent to collect and hold personal information, so personal is not "safe" after it has been accessed and viewed by parties within UTILITY SERVICE PROVIDER who have not been identified to the utility customer and have not been permitted by the utility customer to access and view that personal data.

11) UTILITY SERVICE PROVIDER may claim a historical easement (right of access) to connect an analog meter or analog meters to the solar electrical service of the above address for the purpose of reading, recording and billing total solar electrical usage for the service once per month. UTILITY SERVICE PROVIDER 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 denied and refused as that is invasive, unlawful, threatening to health and not necessary for utility billing. By installation or threat of installation of a digital meter UTILITY SERVICE PROVIDER is 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, emission of radiation or disruption of incoming current.

- 12) I testified at the Arizona Corporation Commission March 23, 2012 Workshop on Meter Guidelines, Docket No. E-00000C-11-0328, that in 1992, my doctor diagnosed I was in a pre-cancer state, due to environmental stress from three transmission towers on Woolfback Ridge, the street where I lived in Sausalito, CA, and from the high power lines in the headlands across the street from my home. My doctor told me I was on the cusp of leukemia, and to move immediately. My doctor strictly warned me, that for the rest of my life, I would need to avoid "environmental stress" from sources of electro-pollution. I also testified that when we lived in Tempe, AZ, I developed a stressful sleeping disorder that only manifested in Tempe, and did not manifest in Payson. After a couple of hours of sleep in Tempe, I would wake up agitated and stressed, with a panic feeling that I had to get out of there. The stress was alleviated when I would drive far out of the city to farm areas where I could walk or sit outside. When we noticed that there was a new antenna on the street beyond my Tempe bedroom window, I consulted Tempe staff and was told that it was a Homeland Security communication device, also used by the Tempe Police and Fire Department. The antenna could not be moved. We sold our Tempe home because I could no longer sleep there. I am electro-hypersensitive (EHS),

also classified in this document as a "Sensitive Receptor" based on my history and experience. Among other precautions, I do not use a cell phone or Wi-Fi and avoid exposure to EMR, whenever possible. Although, I have been active expressing my concern about the 'smart' meter issue through opportunities available at the Arizona Corporation Commission, the following points relate my activity communicating my needs and concerns in writing and on the phone to APS:

- a. I was not particularly aware of the 'smart' meter issue until the above mentioned March 2012 ACC Workshop on Meter Guidelines. Testimony about safe analog (mechanical) meters attracted my attention as well as the poignant testimony from EHS people, (Sensitive Receptors), who have suffered horribly from exposure to electro-pollution. I was glad to learn from an APS spokesperson Mike Goguen, at the ACC Workshop, that APS was refurbishing safe analog meters for use by those of us who are sensitive to electro-pollution. I realized that I would need a safe analog meter on my home. Mr. Goguen made no mention that I heard, that EHS solar customers would be denied safe analog meters.
- b. On Friday, June 15, 2012, I contacted Joanne at APS Green Team Call Center to sign up for an analog meter. I was scheduled for an analog meter installation within five business days. Joanne quickly cancelled the appointment when she realized she had forgotten I was an APS solar customer and needed something she called an "analog bidirectional meter" that were not in stock. I also spoke with Vivian who advised me to put my request for an analog bidirectional meter in writing and told me that APS is a powerful company that can manifest anything it wants to. Looking for a solution, I spoke with a supervisor named Kathy Larrimer, who connected me with the Construction Help Line, for more information on an analog bidirectional meter. I spoke with Isaac who told me that analog bidirectional meter I need for my solar system, could not be ordered because APS had not yet researched an analog bidirectional meter

compatible with the APS' system. Isaac said he knew how to do the research and suggested that I go through the ACC Complaint process, so that the solution would include others. Kathy agreed with the ACC Complaint solution. None of the staff I spoke with knew of an internal APS method to make a request for analog bidirectional meters to become available. On that same day, I initiated an ACC APS Utilities Division complaint under the docket number E-01345A-11-0224 and followed with a written document on Monday June 18, 2012.

- c. On June 18, 2012 I also spoke with Dina at the APS Construction Help Line. Questioning about Mike Goguen's refurbishing department for analog meters, Dina told me about [Renewables@APS.com](mailto:Renewables@APS.com) and placed me on a waitlist list for an analog bidirectional meter. Dina was not allowed to give me the internal number for the Renewables department but she gave me their email which I used a number of times to keep requesting an analog bidirectional meter.
- d. On July 30, 2012 I wrote a two-page letter to Donald E. Brandt, Chairman and CEO of APS, requesting the removal of an Elster "Proprietary Information" Market Research Project Equipment meter and its replacement with an "analog bidirectional meter" due to my status as an EHS solar customer.
- e. In August 2012 an APS staff man phoned me to set up an appointment for the installation of an analog bidirectional meter meter on my home for August 10<sup>th</sup>.
- f. On August 10, 2012 I caught Wayne, an APS meter installer, when he was completing the installation of an Itron CENTRON bidirectional meter on my home. Wayne did not notify me of his presence, so I suspect he swapped the meters under full load. At the time, I did not know that method could cause a fire. I immediately pointed out to Wayne that the Itron CENTRON is not a *mechanical* meter. During our dispute, I pointed out to Wayne the mechanical meter components that the Itron meter did not possess. Wayne kept insisting that the Itron CENTRON *is* an

"analog bidirectional meter," and finally what "APS calls an analog bidirectional meter." A quick look at the Itron CENTRON website does not support the fraudulent APS staff position that Wayne maintained about the meter installed on my home is an "analog" or a "mechanical" meter. Itron CENTRON is a digital meter, that has an optical port, which can be used to upgrade software. The Itron CENTRON can be easily upgraded to what we call Smart Meter wireless capabilities, according to the Itron website, and is definitely neither an analog nor a mechanical meter. I have been asking APS to upgrade the Itron CENTRON to an authentic mechanical analog bidirectional meter since then. I have been waiting for 7 months!

- g. On January 16, 2013, I spoke to Kathy Langstaff, an APS Senior Correspondent assigned to my case, who informed me that there now is no APS Renewables wait list for analog bidirectional meters. APS disappeared the list and has limited my access to APS staff to Kathy Langstaff. APS now does not provide either new or refurbished analog bidirectional meters for solar customers.
- h. During 2013 I have had numerous conversations with Kathy Langstaff, the APS staff person assigned for me to speak with about obtaining a safe analog meter solution for my home. In addition to phone conversations with Kathy, I have sent the following Certified Mail documents to Donald E. Brandt, APS Chairman and CEO:
  - i. Letter of non-consent to an analog bidirectional meter dated 1/23/2013; 2 pages.
  - ii. NOTICE OF NO CONSENT TO TRESPASS AND SURVEILLANCE, NOTICE OF LIABILITY, dated 1/28/2013; 11 pages, including a copy of U.S. Department of Health and Human Services: The Nuremberg Code.
  - iii. Re: #553125280 & Ed Friedman Letter, dated 3/2/ 2013, 3 pages, including Ed Friedman Letter.
- i. On February 25, 2013 I spoke with Ed Friedman, from Maine, about the two analog meter installed by

Central Maine Power about ten years ago. Ed explained the system to me and promised a letter. I phoned Kathy Langstaff with the details. Kathy's response on March 1, 2013 included phrases such as: "working on technical issues, does not appear that it is possible, continuing to investigate and bidirectional meters are what we need."

- j. On February 26, 2013 I received an email with a two page letter from Ed Friedman entitled: "Solar PV Grid Tie & Meter Types" wherein Ed describes and includes photographs of the ten year old solar system on his barn in Maine, with two analog meters installed by Central Maine Power. Ed says, "One meter records power in and one records power generated and returned to the grid." Please refer to the two page attachment at the end of this document: "To Pat Ferre From Ed Friedman Date 2/26/13." The best option now appears to be through the configuration installed by Central Maine Power on Ed Friedman's barn ten years ago, because it uses 2 standard analog meters that can easily be provided by APS.
  - k. UTILITY SERVICE PROVIDER has stated through its staff that it intends to install "Smart Meters" and "Smart" mesh network grids throughout Payson, AZ where I live. The effect of the proposed 'smart' meter 'smart' meshwork grid program is in direct contradiction to the strict direction of my doctor: to avoid sources of electrical biological harm for the remainder of my life.
  - l. Understand that you may not install or operate any radiation emitting or monitoring device on this property regardless of any damage or harm that device may or may not cause.
- 13) 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 and we have full authority as property owners and/or occupants to refuse any such device without penalty, retaliation or cost to us. Because UTILITY SERVICE PROVIDER has destroyed trust by threatening and implying intention to install unlawful and harmful devices on our property, 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.

- 14) UTILITY SERVICE PROVIDER is hereby demanded and expected, within 30 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 UTILITY SERVICE PROVIDER 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, which causes "dirty electricity" EMR pollution on the property.
- 15) If, within 30 days of delivery of this notice, UTILITY SERVICE PROVIDER fails to replace all digital meters, "Smart Meters" and similar devices as described above with analog 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, in lawful and rightful

self defense, remove the offending meter and replace it with a safe and legally compliant analog meter, rated and calibrated to common metering standards and you will be required to calculate billing from the readings provided by the analog meter(s). By failing to correct the problems represented above, UTILITY SERVICE PROVIDER has lost any real or presumed authority, right, privilege or permission to impede, discourage or penalize our mitigations of it's violations and must accept the data provided by our replacement device without recourse. We will record and report electric usage measurements from the meter being removed and we will return it to UTILITY SERVICE PROVIDER, again, at UTILITY SERVICE PROVIDER's expense. At no time will we attempt to use power without paying for it or in any way attempt to prevent UTILITY SERVICE PROVIDER 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, UTILITY SERVICE PROVIDER and its officers may be subject to charges of commercial fraud and theft. 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. UTILITY SERVICE PROVIDER executives will be held personally responsible for any such theft and fraud.

- 16) If UTILITY SERVICE PROVIDER fails or refuses to timely comply with this demand for removal of digital meter/s as stipulated above we are then entitled, in lawful self defense, 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 or analog meters 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 UTILITY SERVICE PROVIDER and we will return the offending meter and parts to UTILITY SERVICE PROVIDER on a schedule convenient and acceptable to us if UTILITY SERVICE PROVIDER chooses to receive it. Any hesitation

to accept and sign for return of UTILITY SERVICE PROVIDER's digital meter will be indication that UTILITY SERVICE PROVIDER has abandoned claim of that meter and its value, if any exists.

- 17) If UTILITY SERVICE PROVIDER fails or refuses to timely (30 days or less as stipulated above) comply with this demand for removal of all digital meters and "Smart Meters", we are entitled to be reimbursed and made whole by UTILITY SERVICE PROVIDER for all costs of time, expenses, equipment, materials, services, consultations, deliveries, risks, nuisances, frustrations, medical examinations, medical treatments, losses and damages and violations of rights incurred by the effects of the digital meter and the replacement of the digital meter with a safe and lawful meter of our choosing. UTILITY SERVICE PROVIDER is liable for all costs associated with our demands for removal, the removal of, and return of the digital meter/s to UTILITY SERVICE PROVIDER, 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 UTILITY SERVICE PROVIDER to have done so upon this Notice and upon any request.
  
- 18) If UTILITY SERVICE PROVIDER fails or refuses to timely (30 days or less as stipulated above) 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 UTILITY SERVICE PROVIDER, then UTILITY SERVICE PROVIDER and all of its Officers, Directors, Administrators, Managers, employees, installers, contractors and agents are presumed given this notice and thereby 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.

- 19) If UTILITY SERVICE PROVIDER refuses, obstructs, evades or withholds cooperation in our delivery and/or return of the removed equipment and parts, that will represent that UTILITY SERVICE PROVIDER has no claim or interest in those items and that the parts and equipment may be retained or discarded by us by any method and at any time of our choosing.
- 20) If UTILITY SERVICE PROVIDER fails to timely (30 days or less as stipulated above) replace the offending meter with a safe mechanical and lawful analog bidirectional meter, or with two safe mechanical and lawful analog meters, as the case may be, the replacement bidirectional analog meter, or the replacement two analog meters, we install will be our choice and will be calibrated and zeroed upon installation, and within specifications for standard industry use. 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 removed and UTILITY SERVICE PROVIDER must then rely on the readings of the meter or of the two meters we provide. We are not attempting, nor do we expect to, avoid payment for any electricity at any time and UTILITY SERVICE PROVIDER 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 UTILITY SERVICE PROVIDER's violations have caused it to lose all written, presumed and implied rights and privileges of easement, contract and policy.
- 21) 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 without our express consent which is hereby denied.

- 22) All points in this Notice, unless timely (see above) rebutted by fact and law by an identified, responsible, authorized and liable party with first-hand knowledge in a written and sworn rebuttal, are binding and forceful upon UTILITY SERVICE PROVIDER and all its employees, officers, executives, agents, operatives, contractors and assigns. Rebuttal must be point-by-point and supported by fact and law and issued from an identified and authorized party. 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 by failure to timely and factually rebut any point herein, UTILITY SERVICE PROVIDER 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 nor may it take any action to discourage or prevent any mitigations we deem necessary against its unlawful, unsafe and harmful meter. The replacement meter is our property and possession and may not be tampered with without our informed consent. We will report monthly readings according to paragraph 29 below if UTILITY SERVICE PROVIDER does not wish to do on-site visual readings. All visits and actions by UTILITY SERVICE PROVIDER 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 or us. Any activity or presence on our property by UTILITY SERVICE PROVIDER personnel or agents not approved by us in advance will constitute criminal trespass and violation of law, and law enforcement will be summoned with request to take all trespassers into custody under formal report of criminal trespass.

- 23) The style and design of the meter chosen by us or by UTILITY SERVICE PROVIDER 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, by our judgment, accurately and safely measures total monthly power usage is an adequate and acceptable device for UTILITY SERVICE PROVIDER's billing purposes and UTILITY SERVICE PROVIDER may not make any claim, or demand otherwise as it has shown that meters it "certifies" are unlawful, invasive and unsafe.
- 24) Our meter, if we install one, is calibrated, accurate, and standard, and that model has been in service for many years and does not require any additional "certification". 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 dispute of our meter's accuracy must be accompanied by firm evidence.
- 25) Installation of a radiation-emitting surveillance device is criminal misconduct and has nullified all right, privileges and provisions of UTILITY SERVICE PROVIDER's easement. This notice now represents terms of easement. If UTILITY SERVICE PROVIDER tampers with, damages or removes the meter we have installed, or displaces, damages or trespasses upon any property in our possession, by doing so UTILITY SERVICE PROVIDER agrees to pay \$100,000.00 per incident and \$10,000.00 per day of denied service, due and payable at the time of the tampering, damage, removal, trespass, or denial of service, and UTILITY SERVICE PROVIDER must replace all equipment and property to our satisfaction at UTILITY SERVICE PROVIDER's expense and must pay 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.
- 26) If our equipment and property is tampered with, damaged or removed by UTILITY SERVICE PROVIDER and

is not replaced to our satisfaction on the day of tampering, damage or removal, UTILITY SERVICE PROVIDER 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 all amounts due will accrue interest at the maximum rate allowable by law, and UTILITY SERVICE PROVIDER will be fully liable and obligated for reimbursement of all costs and expenses of collection as those costs may be incurred by us.

27) We hereby rescind and revoke any part or provision of any prior or other contract, easement, agreement and/or covenant, written, spoken, implied 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 agreement between UTILITY SERVICE PROVIDER and us for purposes of providing utility services. Terms of easement are as follows:

- a) UTILITY SERVICE PROVIDER must make an appointment to enter our property for any reason besides monthly readings of the simple monthly total usage number. Any unannounced entry will be criminal trespass.
- b) UTILITY SERVICE PROVIDER must state all reasons for entry to the property prior to entry.
- c) UTILITY SERVICE PROVIDER must secure our affirmative approval for that entry and those purposes.
- d) All UTILITY SERVICE PROVIDER personnel will be supervised by us while on our property.
- e) If any activity takes place on our property not approved by us, law enforcement will be called with request to take UTILITY SERVICE PROVIDER personnel into custody under formal allegations and complaints of criminal trespass.

28) This notice gives UTILITY SERVICE PROVIDER fair notice and time to replace our meter with a safe and lawful analog bidirectional meter or with two safe and lawful analog meters. If UTILITY SERVICE PROVIDER fails to do so timely it is endangering our health, safety and rights, and we are then entitled to any reasonable action in self-defense. In self-defense we are entitled to violate

the law if necessary and be held innocent of those violations. In the case of our self defense UTILITY SERVICE PROVIDER may not object to, or interfere with our choice of meter and may not deny any essential public utility service in retaliation.

- 29) Some utility companies complain that they no longer have resources to read meters on site. When meters are impractical to read on site, such as in rural locations, it is common practice for the utility customer to call or write in and report the meter reading to the UTILITY SERVICE PROVIDER once per month. We are willing and able to report our meter readings monthly so that UTILITY SERVICE PROVIDER does not have to perform field service to read our meter or meters. UTILITY SERVICE PROVIDER may, by appointment, visit our property up to twice per year to verify our reports. Unless other agreeable arrangements are made, we will write our meter reading on our monthly utility bill voucher coupon. We will assume this is agreeable to UTILITY SERVICE PROVIDER unless you request another method of reporting which is acceptable to us.
- 30) Utility Service Providers are known to offer "opt-out" contracts or "programs" to people who wish to not be violated. We do not seek or accept any such "opt-out" program or contract or any terms and conditions therein. UTILITY SERVICE PROVIDER must cease and desist violations and has no right of negotiation, penalty or fee in return for correction of its violations of law, safety, health, rights and privacy of utility customers.
- 31) Any portion of this Notice not rebutted or disputed 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 UTILITY SERVICE PROVIDER and will represent UTILITY SERVICE PROVIDER's full agreement with those terms and conditions.

- 32) Any portion of this Notice found or thought to be invalid will not affect or diminish the force and power of any other portion.
- 33) Notice to principal is notice to agent and notice to agent is notice to principal. All rights are fully reserved.
- 34) Delivery of this document by Certified mail represents and constitutes legal service.

**Notice of Entry into Evidence**

- 35) This Notice and 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 authored and sworn by an authorized, qualified, responsible and liable party.

This Notice and demand is issued by the following authorized property owner and occupant:

Printed: Patricia C. Ferre

---

And signed:

---

Date: March 15, 2013

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Attachment:

Email from Ed Friedman: 2 pages

Date: 2/26/13

Ref: Solar PV Grid Tie & Meter Types

Photos attached on Page 2

Note: Photo of double meters with Central Maine Power label.

April 20, 2013  
SENT BY CERTIFIED MAIL

From: Patricia C. Ferre  
P. O. Box 433  
Payson, AZ 85547

To: Donald E. Brandt  
Chairman of the Board, President, Chief Executive Officer  
Pinnacle West Capital Corporation  
Chairman of the Board, Chief Executive Officer  
Arizona Public Service Corporation  
P. O. Box 53999, Mail Sta. 8602  
Phoenix, AZ 85072-3999

RE: APS Account Number 553125280

## **NOTICE OF DEFAULT, WARNING OF LIABILITY**

1) Your latest message (copy attached) represents a total failure to provide any sworn denial or rebuttal any of the points, declarations, claims, stipulations, terms and conditions required by our Notice served on March 15, 2013 (see copy attached). You have now agreed and admitted, by your silence and/or irrelevant diversions, to the fact that you and your company are deliberately violating the law, our rights, and you are criminally endangering our health, safety and privacy with the installation of a digital electric meter that is not the analog bidirectional meter that APS staff agreed to install on August 10, 2012, and instead installed an Itron CENTRON, capable of being upgradable to unlawfully conduct surveillance on private activities on our property without our consent, known to cause risk of fires, and known to cause emission and leakage of electromagnetic pollution which is known and proven to cause cancer, mutations, birth defects, neurological illness and injury and a host of immediate symptoms especially on electromagnetic sensitive occupants, such as I am.

2) By your default, you and your company/agency are now bound to all terms and conditions in our affidavit. Please review the attached copy of that affidavit to understand your obligations and liabilities. You have now lost right of easement, right of contract and right of access to our property without an appointment approved in writing by me. You have no right to deny service because all violations are on your side and our actions are purely defensive and rightful. You must inform me in advance if your personnel wish to enter the property. You must provide a full and complete application for the specific tasks to be performed. You will be given an appointment time and we will supervise your crew during that appointment. If your crew takes any action not approved by me in advance and in writing the police and/or Sheriff will be called with formal complaints of trespass and request that your crew be taken into custody for criminal trespass.

3) If we remove your unlawful meter as you have now made necessary, it will be (or has been) returned to you along with the final readings and the starting reading of the replacement meter. The replacement meter will be a safe analog meter, our possession and property, not capable of surveillance or emission of radiation, but calibrated, standard and perfectly suitable for displaying energy consumption readings for your billing requirements. That meter may not be tampered with in any way by anyone without our written authorization. We are not responsible for damage to your meter because you have refused and/or and failed to remedy the problem and protect our health, safety and privacy as you are obligated.

4) Any act we take to refuse and obstruct harmful radiation, unlawful and non-consensual surveillance and risk of fire by your digital meter has been, is and will be a lawful and justified act of self defense which carries entitlement of violation of law against you, your company, your employees and officers.

5) Being in criminal misconduct and in intentional default of remedy on notice, you do not have right to deny electric service as we have not committed and will not commit any offense or failure of payment for our electric service. We have committed no offense against your company or you, it is you who have committed the violations and thereby have no right of retaliation, fee or penalty against us. We have done nothing but demand that your violations of unlawful surveillance, harmful radiation and risk of fire to our property be stopped. Any denial of service that results from this issue will constitute escalated violations, malicious nuisance offenses and harm to us for which you are fully and separately liable. Because electrical service is an essential public necessity and regulated by public agencies, we are entitled to electrical service unless we fail to pay for the service. Because we have committed no violation and no act besides self defense against your wrongdoing, any interruption of our electric service is unjustified and will cause an obligation by the power company and its policy-makers of \$100,000.00 to us in addition to \$10,000.00 per day of denied or failed service to us in advance with penalties for untimely payment to the extent the law permits. If you dispute this, you must submit your rebuttal by an authorized, responsible, liable and sworn party within 21 days of this mailing. Your rebuttal must show legal cause to deny electrical service on a paid account by a customer who is not in default and has committed no offense other than demand to not be harmed. Failure of such rebuttal is agreement to the terms and conditions stated herein.

5) If you intend to summon law enforcement to enforce your violations, and if law enforcement makes the mistake of acting as accomplice to your criminal misconduct, please inform your recruited enforcers that, without a formal court order based on fact and law, and without acting consistent with the terms and conditions of our affidavit, they will be charged with criminal trespass, accessory to vandalism, theft, burglary, breaking and entering and malicious and unauthorized use of force. Criminal and civil actions will be taken against the officers and

supervisors who commit or order those violations and you for filing false police reports and racketeering with police (RICO). Police may not enforce civil matters and it is you, not us who are engaged in criminal misconduct, so it is only you who are subject to law enforcement actions.

6) Digital meters are reported in thousands of cases as exploding, bursting into flames and causing major damage to property and lives. Your failure to show proof of insurance and liability against those hazards causes you to have no authority, easement or valid claim to install any digital meter on my property and causes you full personal and company liability for all such damages.

7) "Smart Meters" and digital wireless utility meters are known to create a "Mesh Network" between households. This unsecured and "Hackable" network operates in a direct violation of our legal rights to privacy. The "Mesh Network" created by "Smart Meters" sends private usage information, taken without consent, throughout the "Smart Meter" network, divulging sensitive usage statistics and occupancy status information that can be easily obtained by any persons with a wifi enabled device. This constitutes a direct threat to us and violation of our right to make secure personal and confidential information. The surveillance data is broadcast within and out of the network for anyone to easily obtain. Those transmission that may be represented as "encrypted" can also be intercepted with basic knowledge of encryption technologies. This occurs at the knowledge of the UTILITY SERVICE PROVIDERS who generally provide no reasonable protection or remedy even upon request.

8) Please understand that we take our health, safety, privacy, security and legal rights very seriously and will not tolerate or disregard any further intimidation, misrepresentations, violations or misconduct from you, the power company or any agent, contractor, partner or assistant. We are prepared to make an example of those who do not understand their obligation to do no harm to the public. Your obligations are clearly expressed in our previous affidavit and this notice and you are now fully bound by those terms and conditions. Please become familiar with them so that you may comply and avoid major civil and criminal penalties in the future. If any further violations occur you and all complicit individuals will be assessed major penalties and required to pay them on demand subject to formal civil and criminal legal actions.

9) Notice to principle is notice to agent and notice to agent is notice to principle.

Signed, \_\_\_\_\_  
Patricia C. Ferre

**Attached: NOTICE AND DEMAND FOR REMOVAL OF ALL DIGITAL ELECTRIC METERS, RADIATION EMITTING AND SURVEILLANCE DEVICES, NOTICE OF LOSS OF EASEMENT PRIVILEGE BY CRIMINAL MISCONDUCT.  
And Mail Service Receipts**

To: Pat Ferre [pferreact@mac.com](mailto:pferreact@mac.com)  
From: Ed Friedman  
Date: 2/26/13  
Ref: Solar PV Grid Tie & Meter Types

Hi Pat,

Reference our conversation a few days ago, there is absolutely no truth to the suggestion that in order to have a working grid tie PV system a smart meter must be installed. Any entity stating that is just lying to you. They may have other reasons for wanting to install a radiofrequency emitting-detailed information gathering device on your home but it's nothing to do with a solar system.

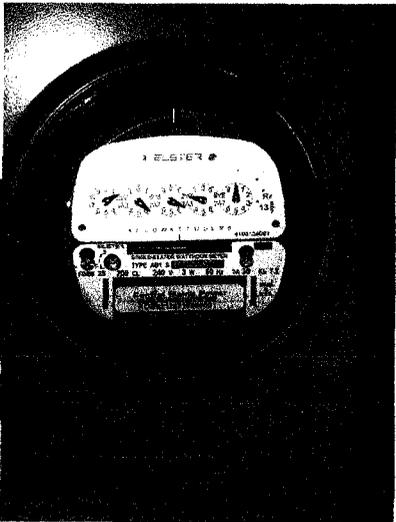
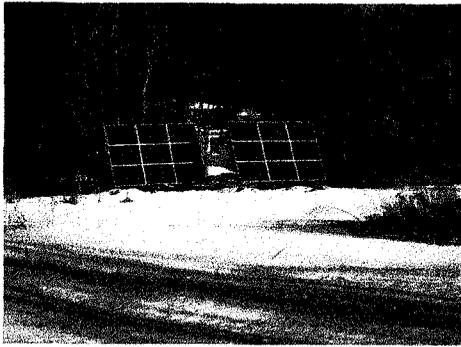
I have had a grid tie system here in Maine for over ten years [the barn roof installation and double meter photos] and have always had two analog meters through which kwh's are recorded. One meter records power in and one records power generated and returned to the grid. There are probably tens of thousands of systems like this since grid tie PV's have been around much longer than smart meters. Just recently we completed another PV installation next door with panels post-mounted with tracking devices. In this case, the system uses a single electromechanical or analog meter that spins in reverse when solar energy is being sent up the grid. This is an Elster meter while mine are ABB.

If you have any further questions please feel free to call me at 207-666-3372.

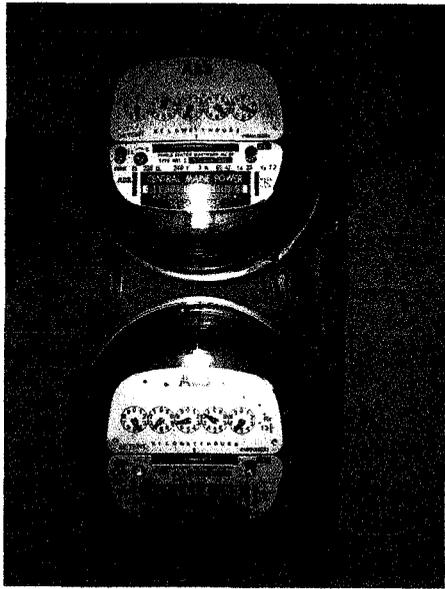
Thank you,

Ed

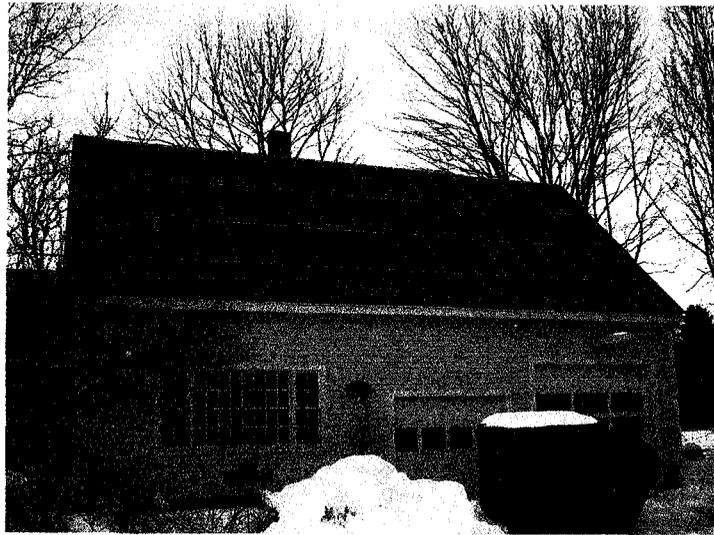
Photos attached on Page 2



New system

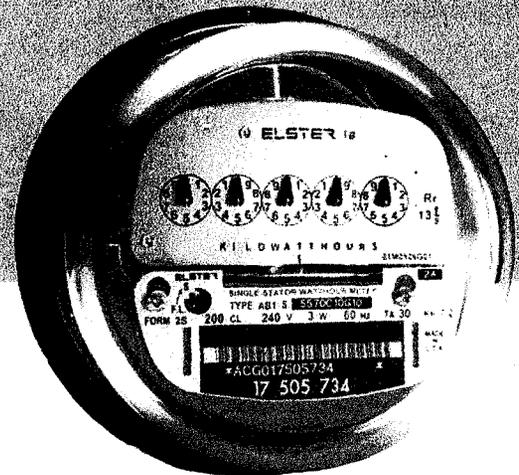


Older system



From: Ed Friedman  
Date: 2/26/13  
Ref: Solar PV Grid Tie & Meter Types  
Page 2 of 2

# AB1G meter



To continue to meet our customer's demand for electromechanical meters, Elster is responding by offering the AB1G meter. The certified AB1G meter meets ANSI and other metering standards.

## Elster's solutions for a changing market

The market for single phase electromechanical meters has been in decline as utilities migrate to smart metering systems and raw material costs continue to increase. Elster has responded to the changes by offering the AB1G meter. The "G" in the nomenclature AB1G signifies a "green" meter.

The AB1G meter uses a pre-owned, pre-qualified and tested meter chassis with a new rotor and bearing system installed. The meter is available as a Class 200, Form 2S, standard clock dial 13 8/9 RR register with either a glass or polycarbonate cover. Elster also supports specific OEM module installation.

With an Elster AB1G meter, you get:

- qualified, recent vintage, reconditioned Elster meters from select field locations
- pre-qualified and tested meter chassis
- new rotor and bearing system (bearings, disk, and shaft)
- standard Elster warranty (1 year per Elster Terms & Conditions)

- manufacturing quality controls, calibration standards, and calibration reports
- calibration equal to new meters

## AMR capability

By installing communication modules under the cover of single phase meter, the Type AB1G meter can integrate with different automated meter reading (AMR) systems.

The Type AB1G meter can be ordered with the communication already installed, and meters deployed in the field can be retrofitted.

In addition to the following technologies, information is available to new vendors to assist them in adding their modules to the Type AB1G meter.

- AB1GR Form 2S with Itron ERT module<sup>1</sup>
- AB1GR Form 2S with CellNet BAMB module
- AB1GR Form 2S with Aclara TWACS module
- available with optional new polycarbonate cover
- AMR modules uses clip-on voltage leads

# Type AB1G meters meet or exceed ANSI C12.1-1995 and ANSI C12.10-1998.

## AB1G Description

- single phase, Form 2S
- standard 5-dial clock 13 8/9 RR register
- Class 200
- 120 or 240 V

AB1G meters provide the same design features as found in the AB1 meter:

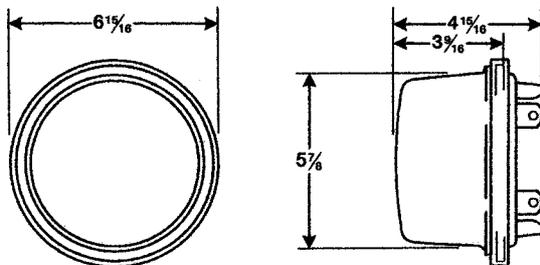
- new rotor and bearing system (bearings, disk, and shaft)
- standard Elster warranty (1 year per Elster Terms & Conditions)
- manufacturing quality controls, calibration standards, and calibration reports
- calibration equal to new meters
- high reliable, epoxy-encapsulated voltage coil
- Magnethrust bearing system for accurate registration and tamper resistance

- corrosion protection for long life
- fixed register mesh requiring no adjustment during register installation
- filter seal system protects against contaminants while minimizing condensation

## About Elster Group

Elster, a global leader in smart metering and smart grid solutions has delivered over 3 million smart metering devices worldwide with systems located in North America, Europe, Central America, Australia, New Zealand and the Caribbean. Elster smart metering system solutions provide utilities with energy conservation capabilities via demand response programs, smart grid applications, and operational efficiencies resulting in significant value creation across the utility enterprise. Elster has over 7500 staff and operates globally in North America, South America, Europe, Africa, Middle East, and Asia.

Meter	Number in carton	Domestic		Export			
		Net weight lb [kg]	Shipping weight lb [kg]	Net weight lb [kg]	Legal weight lb [kg]	Gross weight lb [kg]	Shipping box dimensions in inches
AB1G	4	15.5 [7]	18.25 [8.3]	15.5 [7]	18.25 [8.3]	18.25 [8.3]	15.75 × 15.75 × 7.38



Elster  
208 S Rogers Lane  
Raleigh, NC 27610-2144  
United States

T +1 800 338 5251 (US toll free)  
T +1 905 634 4895 (Canada)  
F +1 919 212 4801

[www.elster.com](http://www.elster.com)

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Information contained herein is subject to change without notice. Product specifications may change. Contact your Elster representative for the most current product information. Printed in the United States.

All weights and dimensions are approximate.

<sup>1</sup> Uses a switch containing mercury. Dispose of according to local, state, and federal laws.

March 2, 2013  
Sent By Certified Mail

Donald E. Brandt  
Chairman and Chief Executive Officer  
Arizona Public Service  
P.O. Box 53999, Mail Sta. 8602  
Phoenix, AZ 85072-3999

Re: #553125280 & Ed Friedman Letter

Dear Mr. Brandt,

Please forward this to Kathy Langstaff, my APS handler. She knows about this and is supposedly working out the details of how a two meter system like Ed's can be accomplished on my home in Payson. You have them on hand so there is no problem unless your staff hasn't learned how to subtract.

Meanwhile I get:

"Working on technical issues"

"Does not appear that it is possible."

"Continuing to investigate."

"Bidirectional meters are what we need."

IS IT POSSIBLE THAT YOU PEOPLE ACTUALLY RUN A  
NUCELAR POWER PLANT??!

Patricia Ferre



Attachment: Ed Friedman Two Page Letter

March 2 and March 4, 2013 Receipt Addressed to Donald E Brandt contained two page attachment of Ed Friedman Analog Solar meter 2 page letter  
 March 16, 2013 and March 18, 2013 certified mail receipts addressed to Donald E Brandt contained 2 page attachment of the same 2/26/2013

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Donald Brandt  
 Chairman + CEO  
 APS Mail St. 8602  
 PO Box 33999  
 Phoenix  
 AZ 85072-3999

2. Article Number (Transfer from service label)  
 7012 3050 0001 8455 2265

PS Form 3811, February 2004 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

Signature: *Don C. Eklund*  Agent  Addressee  
 B. Received by (Printed Name): *Don C. Eklund* C. Date of Delivery: *MAR 04 2013*  
 D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 Restricted Delivery? (Extra Fee)  Yes  No

**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com®

PHOENIX AZ 85072 SPECIAL USE

Postage \$	\$0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees \$	\$6.11

Postmark: *MAR 2 2013*  
 PAYSON AZ 85541  
 03/02/2013 SPS

Signature: *Donald E Brandt*  
 Street, Apt. No., or PO Box No.: *PO Box 33999, Mail St. 8602*  
 City, State, ZIP+4: *Phoenix, AZ 85072-3999*

PS Form 3800, August 2005 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Donald E Brandt  
 PO Box 33999, Mail St. 8602  
 Phoenix  
 AZ 85072-3999

2. Article Number (Transfer from service label)  
 7012 3050 0001 8455 3316

PS Form 3811, February 2004 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

Signature: *Don C. Eklund*  Agent  Addressee  
 B. Received by (Printed Name): *Don C. Eklund* C. Date of Delivery: *MAR 18 2013*  
 D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 Restricted Delivery? (Extra Fee)  Yes  No

**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com®

PHOENIX AZ 85072 SPECIAL USE

Postage \$	\$1.72
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees \$	\$7.37

Postmark: *MAR 18 2013*  
 PAYSON AZ 85541  
 03/18/2013 SPS

Signature: *Donald E Brandt*  
 Street, Apt. No., or PO Box No.: *PO Box 33999, Mail St. 8602*  
 City, State, ZIP+4: *Phoenix, AZ 85072-3999*

PS Form 3800, August 2005 See Reverse for Instructions

March 15, 2013  
SENT BY CERTIFIED MAIL

From:  
Patricia C. Ferre  
621 E Coronado Way,  
Payson, AZ 85541

To:  
Donald E. Brandt  
Chairman of the Board, President, Chief Executive Officer  
Pinnacle West Capital Corporation  
Chairman of the Board, Chief Executive Officer  
Arizona Public Service Corporation  
P. O. Box 53999, Mail Sta. 8602  
Phoenix, AZ 85072-3999

**NOTICE AND DEMAND FOR REMOVAL OF ALL DIGITAL  
ELECTRIC METERS, RADIATION EMITTING AND  
SURVEILLANCE DEVICES, NOTICE OF LOSS OF  
EASEMENT PRIVILEGE BY CRIMINAL MISCONDUCT**

To Arizona Public Service (APS) and all agents, officers,  
employees, contractors and interested parties:

- 1) This Notice and Demand pertains and applies to APS herein "UTILITY SERVICE PROVIDER" and it's electric service provided to the address: 621 E Coronado Way, Payson, AZ 85541.
- 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 and place of residence without full disclosure to us, without our informed consent and without compliance with various laws.

March 15, 2013  
SENT BY CERTIFIED MAIL

From:  
Patricia C. Ferre  
621 E Coronado Way,  
Payson, AZ 85541

To:  
Donald E. Brandt  
Chairman of the Board, President, Chief Executive Officer  
Pinnacle West Capital Corporation  
Chairman of the Board, Chief Executive Officer  
Arizona Public Service Corporation  
P. O. Box 53999, Mail Sta. 8602  
Phoenix, AZ 85072-3999

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