

From:

To:

*Patricia K. Collawn, CEO PNM  
PNM Resources  
Albuquerque, NM 87158-1275*

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

*3/14/2016*

To PNM POWER COMPANY and all agents, officers, employees, contractors and interested parties:

- 1) This Notice and Demand pertains and applies to PNM *POWER COMPANY* herein “PNM” and its electric service provided to the address: ( ).
- 2) It has come to our attention that a digital electric meter, possibly a “Smart Meter” or a similar device has been installed on our property or place of occupancy/ residence without full disclosure to us, 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 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 all people to be “...secure in their persons, houses...” and to be free of “search”. No search of private property may be lawfully done without 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 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 PNM 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 PNM to charge any fee or penalty or prescribe any terms or conditions in relation to the property owner's rights and actions to mitigate PNM's violations and to protect all occupants' health, safety and privacy. That criminal misconduct is committed by PNM and therefore, PNM 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, 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 in volumes known to cause cancers 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 PNM 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 PNM does not have information on the biological hazards of electromagnetic radiation which are known to include cancers, neurological diseases and injuries, birth defects and many other symptoms, disease and injuries, so the PNM’s causing those exposures are apparently intentional and criminal, therefore, PNM 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 PNM 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 PNM 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, PNM 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 PNM regarding the known health, safety and privacy hazards represented by digital electric meters. PNM 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 PNM is failing in its obligations and responsibilities to customers, property owners and occupants. By making such installation, PNM 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 PNM corporation and, separately and fully, the personal liability of all officers and employees of PNM who may have responsibility and authority over policy and dispatch.

- 9) PNM 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 to animal, human or plant tissues, and has not disclosed at what proximities such harm could occur and has not offered any warranty, claim or indemnification against any negative effects of the meters on its customers as negative effects are known and reported regularly. Digital meters do have switching mode power supplies and transmitters, they do disrupt household current integrity and therefore must be harmful at some locations for some duration of exposure, yet no limits are disclosed by PNM in reckless disregard for the health and safety of the public.
- 10) PNM 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 PNM 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 PNM may claim to keep data “safe” which is statistically not possible, PNM 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 PNM 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) PNM may claim a historical easement (right of access) to connect an analog meter to the electrical service of the above address for the purpose of recording and billing total electrical usage once per month. PNM 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 PNM 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) Below we may include a general description or logged accounts of medical and health effects or property damage that we suspect or know to be caused by your digital meter. We may also attach more detailed descriptions and/or logs, records of doctor visits and other evidence of harm, damage and loss to this notice. If you fail to show, in a timely manner, that your equipment could not have produced the harm, damage and loss described you will be admitting and confessing that your equipment may have caused that harm, damage and loss. Understand that, according to law and under our reservation of our property rights, radiation emitting and monitoring/surveillance devices may not be installed by you, your company or any other party on our 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 PNM 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) PNM is hereby demanded and expected, within 7 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 PNM 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 12 days of delivery of this notice, PNM fails to replace all “Smart Meters”, digital meters and similar devices as described above with non radiation-emitting devices which have no capability or “upgradable” capability to gather

time-of-day electrical usage information from the property and have no capability or “upgradable” capability to gather and record individual instances of electrical consumption, and have no capability or “upgradable” capability to emit electromagnetic radiation, we will, in lawful and rightful self defense, remove the offending meter and replace it with a safe and legally compliant meter, rated and calibrated to common metering standards and you will be required to calculate billing from the readings provided by that meter. By failing to correct the problems represented above PNM 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 PNM, again, at PNM’s expense. At no time will we attempt to use power without paying for it or in any way attempt to prevent PNM 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, PNM 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. PNM executives will be held personally responsible for any such theft and fraud. If PNM 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 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 PNM and we will return the offending meter and parts to PNM on a schedule convenient and acceptable to us if PNM chooses to receive it. Any hesitation to accept and sign for return of PNM’s digital meter will be indication that PNM has abandoned claim of that meter and its value, if any exists.

- 16) If PNM fails or refuses to timely (as stipulated above) comply with this demand for removal of all “Smart Meters”, we are entitled to be reimbursed and made whole by PNM 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. PNM is liable for all costs associated with our demands for removal, the removal of, and return of the digital meter/s to PNM, 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 PNM to have done so upon this Notice and upon any request.

- 17) If PNM fails or refuses to timely (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 PNM, then PNM 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.
- 18) If PNM refuses, obstructs, evades or withholds cooperation in our delivery and/or return of the removed equipment and parts, that will represent that PNM 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.
- 19) If PNM fails to timely (as stipulated above) replace the offending meter with a safe and lawful analog meter, the replacement analog meter we install 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 PNM must then rely on the readings of the meter we provide. We are not attempting, nor do we expect to, avoid payment for any electricity at any time and PNM 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 PNM's violations have caused it to lose all written, presumed and implied rights and privileges of easement, contract and policy.
- 20) We are making no attempt to avoid obligations to pay for electric service at any time and this Notice may not be construed to suggest or imply any such attempt and/or wrongdoing and/or breach of contract. Any contract that may exist regarding easement to maintain an electric meter on our property does not to our knowledge, and may not, provide easement for radiation emissions and surveillance or monitoring of private activities on the property without our express consent which is hereby denied.
- 21) 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 PNM 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, PNM 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 PNM does not wish to do on-site visual readings. All visits and actions by PNM 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 us or our representative. Any activity or presence on our property by PNM 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.

- 22) The style and design of the meter chosen by us or by PNM 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 PNM's billing purposes and PNM may not make any claim, or demand otherwise as it has shown that meters it "certifies" are unlawful, invasive and unsafe.
- 23) 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 of same.
- 24) Installation of a radiation-emitting surveillance device is criminal misconduct and has nullified all right, privileges and provisions of PNM's easement. This notice now represents terms of easement. If PNM tampers with, damages or removes the meter we have installed, or displaces, damages or trespasses upon any property in our possession, by doing so PNM 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 PNM must replace all equipment and property to our satisfaction at PNM'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.

- 25) If our equipment and property is tampered with, damaged or removed by PNM and is not replaced to our satisfaction on the day of tampering, damage or removal, PNM 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 PNM will be fully liable and obligated for reimbursement of all costs and expenses of collection as those costs may be incurred by us.
- 26) We hereby rescind and revoke any part or provision of any prior or other contract, 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. The installation of a radiation-emitting and/or surveillance device on our property is criminal misconduct and therefore has caused PNM's loss of right of easement, right of contract and right of policy. As of the time of the unlawful installation of a radiation-emitting and/or surveillance device on our property this document constitutes the only, and the supreme terms of agreement between ourselves and PNM for purposes of providing utility services. Terms of easement are as follows:
- a) PNM 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) PNM must state all reasons for entry to the property prior to entry.
  - c) PNM must secure our affirmative approval for that entry and those purposes.
  - d) All PNM 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 PNM personnel into custody under formal allegations and complaints of criminal trespass.
- 27) This notice gives PNM fair notice and time to replace our meter with a safe and lawful analog meter. If PNM 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 PNM may not object to, or interfere with our choice of meter and may not deny any essential public utility service in retaliation.
- 28) 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 PNM once per month. We are willing and able to

report our meter readings monthly so that PNM does not have to perform field service to read our meter. PNM 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 PNM unless you request another method of reporting which is acceptable to us.

- 29) Utility companies 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. PNM 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. This Notice does not give PNM the right to void or re-negotiate any previous contracts with the customer including but not limited to Small Solar Interconnection Agreements.
- 30) 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 PNM and will represent PNM’s full agreement with those terms and conditions.
- 31) Any portion of this Notice found or thought to be invalid will not affect or diminish the force and power of any other portion.
- 32) Notice to principal is notice to agent and notice to agent is notice to principal. All rights are fully reserved.
- 33) Delivery of this document by Certified mail represents and constitutes legal service.

#### **Notice of Entry into Evidence**

- 34) 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/or occupant:

Printed:

And signed:

Date: