

**We, the undersigned, kindly request that this letter go on record by being read out loud at the January 6, 2020 Commissioners meeting.**

December 23, 2019

**Chelan County PUD  
P.O. Box 1231  
Wenatchee, WA 98807-1231**

Attn:

Steve Wright, General Manager  
PUD Commissioners: Garry Arseneault,  
Steve McKenna, Ann Congdon, Randy Smith  
Dennis Bolz

It has come to our attention that the Chelan PUD, at the conclusion of their research, and knowing the safety hazards brought to their attention in the public meetings, has decided that the Advanced Metering Infrastructure, AMI is safe and non intrusive for installing on our homes and businesses. Since sending each commissioner and the Chelan PUD officers a NOTICE OF LIABILITY in both February and March of 2018, which were certified letters from concerned Chelan PUD customers, there has been a continual flow of information on the hazards of AMI that we feel is alarming and leaves us no other choice but to opt-out of the dangerous surveilling meters ready for roll out in 2020.

We strongly object to the proposal of attaching a fee to opt-out. For the many years we have been receiving service, our monthly bill has always covered field and administrative costs. Leaving our existing meters will save installation, equipment and replacement costs for new meters every few years. This appears to be a penalty for simply not wanting what we believe to be unnecessary, hazardous exposure.

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

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

8. Cause wasted electricity and health-damaging transients by the improper placement and use of a of a switch mode power supply within the utility meter.
9. Cause heating and antenna effects upon any metal body implants which damage body tissues.
10. Cause damage to health and life by placing high-energy radio transmitters in close proximity to human living spaces.
11. Represent excess equipment costs with more expensive meters and represent more frequent replacement of the more expensive meters.
12. Represent unnecessary higher service costs in the processing and storing of data collected and general maintenance of the wireless grid network.
13. Represent unlawful invasion of privacy by the harvest and exploitation of databases of information about the personal and private activities inside the home without the consent of the owners, occupants and guests.

We, as utility customers, hereby do not consent to assume such hazards and damages as a condition of receiving electric service or as a means of extortion of additional service payments from us in return for safe, lawful and reliable metering which has been provided for many decades without any such penalty charges, without service problems, without transients, without fires, without RF radiation and without surveillance by the safe and lawful utilization of electromechanical utility meters.

#### NOTICE OF TERMS AND CONDITIONS

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

You may avoid this liability by permanently leaving the existing safe meter on our home, at no charge, penalty or assessment, to record our utility service usage on a monthly basis. If you refuse or fail to provide or allow safe, reliable and lawful electromechanical metering, we require full bonding, insurance and assurance of liability for all hazards listed above and any hazards not yet anticipated caused by electronic metering. That insurance or assumption of liability and responsibility must include your providing a name and address of a fully responsible and liable party where our claims may be filed and paid **WITHOUT HESITATION OR QUESTION** to remedy any real or perceived harm, injury, loss, damage or violation of rights caused by the above described electronic utility metering hazards, defects and offensive features and functions. If you do not provide that, then we will presume you and all other top policy-making officers of your organization to be so liable.

## HAZARDS AND VIOLATIONS IMMEDIATELY.

Your failure to timely provide insurance, bonding and claim information described above is your agreement to personally pay for all claims as described above. You will also, by any failure or refusal to provide insurance and claim contacts described above, be putting up and offering you and your company's resources for prompt and uncontested settlement of our claims whenever they may be submitted for any incident where damages occur.

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

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

Because electronic meters represent numerous hazards, violations and potential damages, you are liable for major penalties claims for simply installing a working electronic utility on our property regardless of any tangible damage caused.

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

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

All terms and conditions above automatically take effect upon your default on the above conditions and terms. However, a simple denial of this requirement and notice is insufficient because the hazards are serious, real and confirmed by overwhelming evidence. If you do not timely rebut, with fact, law and evidence, our allegations of unlawful trespass of fire hazard, radiation emission, transient causation and unlawful surveillance, all representations, claims, declarations, terms and conditions put forth herein will be effective as contract and obligation against you.

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

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

Sincerely,

~~Ashley Klapstein~~ Manson     Ashley Klapstein

Nicole Vandorst     Chelan     Nicole Vandorst

Jenny Shively     Chelan     Jenny Shively

Crystal Dierick     Wenatchee     Crystal Dierick

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Chelan County PUD  
Continuation of Signatures

Please sign on line and print name and address or Utility # underneath

Suzan Keller  
Suzan Keller  
Acct # 7830100000  
Chelan WA

Michael Keller  
Michael Keller  
Acct 7830100000  
Chelan WA

Lauren Traub  
Lauren Traub  
2442 Union Valley Rd  
Chelan wa 98816

JUDIE GEMBALA  
MANSON, WA  
JUDIE GEMBALA

James Gemballa  
MANSON, WA  
JAMES GEMBALA

Robyn Casal  
Chelan WA  
Robyn Casal

Cindy McCarey  
Chelan, WA  
Cindy McCarey

Brigitte Sztab  
Brigitte Sztab  
Chelan, WA

DK Baach  
DK Baach  
Dryden, WA

Leonie Sztab  
Leonie Sztab  
Chelan, WA

Lukas Sztab

Blake Fisher  
Blake Fisher  
ENTIAI, WA

Donna Janet  
Chelan, wa 98816  
98816

Donna K. Janet  
Janet

Ernie Janet  
Chelan 98816

Ernie Janet

Jessica Casal  
Chelan WA  
Jessica Casal

Ann Klapstein  
1461 SWerbut Rd  
Manson WA 98831

Ann Klapstein

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

Sincerely,

Joan Brownfield  
Joan Brownfield,  
CHELAN

Kathryn Jacobson  
Kathryn Jacobson  
Manson

Patricia Beratta  
Patricia L. Beratta  
Manson

Dede Stacher  
Dede Stacher  
Chelan, WA

Beverly Jo  
Chelan, WA  
Beverly Jo

Jodi Reid  
JODI REID  
Chelan, WA

Oro Stach  
Chelan, WA  
Gene Stacher

Marcy Whitcomb  
Chelan, WA  
Marcy Whitcomb

Gene Stach

William S. Moonie

Donna Way

William S. Moonie

Norma Way

Chelan

Donald Casal

Tammylee Hauge

Chelan WA  
Donald Casal

LeeAnne Inda

Chelan, WA

LeeAnne Inda

Chelan WA

Jose Inda

Chelan WA

MONT OMA

Manson WA.

Sandra E. Folsom

Chelan WA LAURA E. FOLSOM