

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

STEPHEN W. PEYTON)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2018-00273
KENTUCKY UTILITIES COMPANY)	
)	
DEFENDANT)	

ORDER

Kentucky Utilities Company (KU) is hereby notified that it has been named as a defendant in a formal complaint filed on August 7, 2018, a copy of which is attached as the Appendix to this Order.

Pursuant to 807 KAR 5:001, Section 20, KU is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within ten days from the date of entry of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record. A party filing a paper containing personal information shall, in accordance with 807 KAR 5:001, Section 4(10), encrypt or redact the paper so that personal information cannot be read.

By the Commission



ATTEST:


Executive Director

Case No. 2018-00273

APPENDIX

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2018-00273 DATED **AUG 21 2018**

RECEIVED

AUG 07 2018

PUBLIC SERVICE COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

Stephen W Peyton
(Your Full Name)
COMPLAINANT

VS.

Kentucky Utilities
(Name of Utility)
DEFENDANT

COMPLAINT

The complaint of Stephen W Peyton respectfully shows:
(Your Full Name)

(a) _____
(Your Full Name)

3709 AUSLEY COURT Lex Ky 40509
(Your Address)

(b) Kentucky Utilities
(Name of Utility)

1 Quality Street Lex Ky 40507
(Address of Utility)

(c) That: KY UTILITIES IS KNOWINGLY
(Describe here, attaching additional sheets if necessary,

charging me for electricity used at
the specific act, fully and clearly, or facts that are the reason

or residence AFTER they acknowledge
and basis for the complaint.)

that I had requested the service be removed

Continued on Next Page

Formal Complaint

Stephen W. Pevora vs. Kentucky Utilities

Page 2 of 2

From my name and after I received a "Final" INVOICE from them acknowledging the Service had been taken out of my name. Evidently a tenant or other party rigged the meter to steal electricity from KU. KU is holding me financially responsible for this usage AND AN EXCESSIVE RECONNECTION FEE EVEN THOUGH I HAD NO KNOWLEDGE OF THIS CROOKERY AND IN NO WAY BENEFITED FROM IT.

Wherefore, complainant asks KU

(Specifically state the relief desired.)

① REFUND/CREDIT THE AMOUNT PAID BY ME TO COVER THE "STOLEN" ELECTRIC BILLING. I WAS TOLD THAT REFUSAL TO PAY THIS WOULD RESULT IN MY PERSONAL ELECTRIC SERVICE BEING TERMINATED.

② REFUND/CREDIT EXCESSIVE RECONNECTION FEE OF \$90.00. KU TELLS ME THIS IS A PENALTY FEE AND DESIGNED TO FORCE ME TO DETEST THE METER THE KU METER EVEN WHEN THE SERVICE IS NOT IN MY NAME

Dated at Lexington, Kentucky, this 28 day
(Your City)

of July, 2018.
(Month)

Stephen W. Pevora
(Your Signature)

(Name and address of attorney, if any) 7-28-2018
Date

*Complaints by corporations or associations, or any other organization having the right to file a complaint, must be signed by its attorney and show his post office address. No oral or unsigned complaints will be entertained or acted upon by the Commission.

To: Public Service Commission

Subject: Complaint Stephen W. Peyton Vrs. Kentucky Utilities Company.

Date: July 28, 2018

3111 Glenridge drive is an investment property that my wife and I have owned for approx. 20 years. For the past 20 years the electrical service has moved in and out of my name. Once a tenant leaves the property I call KU to place the service in my name. I call KU again when the property is rented to make sure the electrical service is removed from my name. This has been an acceptable practice for KU for the entire time I have owned this property.

On May 2, 2018 after a tenant moved out I called KU and the electrical service placed in my name as some clean up and minor repair was needed.

On May 30, 2018 KU was contacted to remove the service from my name. I had finished my repairs and had rented the property to Jennifer and Rogers Owens. The lease agreement is included.

KU accepted this call and sent me a final bill for all electric used between May 2 and May 30. This bill was immediately paid.

Mr & Mrs Owens failed to pay the monthly rent and I evicted them, through the court system, in just a few weeks. Once the ordered court time for them to move had expired, I entered the property and found it had no working electricity. This was July 6, 2018. I called to have the electrical service returned to my name as the property had been damaged during the Owen's brief stay and needed some more work done to it.

KU accepted my call and turned the service on in my name.

Then KU sends me a bill for all the electric used between May 30 and July 6, 2018. This is the period of time that KU acknowledges the service was not in my name. This bill was for \$214.00 approx. KU then tells me they are going to charge me an additional \$90.00 unauthorized reconnection fee as a penalty charge so I will monitor their meter in a more prudent way. This is a quote from one of their customer service reps. KU is claiming that during this period someone used some electricity from the meter at this residence.

I talked to 2 different levels of KU call center agent, one being a management level. All refused to change the KU position on this. After filing a PSC complaint KU had their Ombudsman call me. I talked to him and another 2 levels of Ombudsman management. The Ombudsman team and managers told me their intention on the call was to "educate" me so I would understand that KU was exactly correct in this practice and that I needed to quit complaining. The second level Ombudsman manager (Julie's boss) told me he was the final say on the matter and that he didn't really care if I liked this or not. He refused to give me the name of a higher level manager to discuss this with and disconnected the call.

After the call with him the balanced billed to me for this property (I had already mailed the check at this time, and it should have already been delivered to KU) was somehow transferred to the account for my personal residence and combined with that billing. I think KU's plan is to leverage my account and disconnect my personal electric if this disputed bill is not paid. Again, while I strongly disagree with

KU's position on this I went ahead and mailed the check for the amount owed on the rental billing. The intent was to avoid other questionable billing practices and actions being taken against me by the KU monopoly.

My position that I shared with all 5 KU employees I spoke with including the 3 levels of management is;

- 1) I did not steal any electricity from KU.
- 2) I had no knowledge of anyone stealing electricity from KU.
- 3) I was never told I would be responsible for any electricity stolen from KU.
- 4) I did not benefit directly or indirectly from the theft of any electricity.
- 5) I do not own the meter where KU claims the theft occurred.
- 6) Since KU does own the meter where the theft occurred it is KU's responsibility to safeguard their property from theft.
- 7) KU has the technology to monitor all theft actions by identifying any service used from meter's not assigned to someone's name.
- 8) Because of the above reasons I should not be billed for electricity used after I requested the service be turned off and should not be charged excessive reconnection fee's.

I am asking for 4 things from KU


- 1) Please transfer this billing away from the account used for my personal residence and stop this practice immediately if they are doing it to other unsuspecting customers.
- 2) Please refund the amount paid as this was a charge I should not be responsible for.
- 3) Please waive the excessive \$90.00 reconnection fee as I had nothing to do with any unauthorized connections. In fact, KU has or should have, if they chose to invest the money, ways to monitor and correct these situations.
- 4) Please stop this practice across the board. Property owners should not be financially responsible to monitor KU's meter's across the board to identify illegal usage. This is clearly KU's responsibility.

Thank you



Stephen W Peyton

Owner 3111 Glenridge Circle Lexington, Kentucky 40515

AOC-220 Rev. 3-04 Page 1 of 1 Commonwealth of Kentucky Court of Justice KRS 383.245	Doc. Code: EW 07/6/2018 08:23 AM Ver. 1.01 www.kycourts.net		Case No. [REDACTED] Court _____ District _____ County <u>Fayette</u>
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**EVICITION NOTICE:
WARRANT FOR POSSESSION**

PLAINTIFF

STEPHEN

PEYTON

VS.

DEFENDANT

Name JENNIFER & ROGER OWENS
 Address 3111 GLENRIDGE CIRCLE
LEXINGTON Kentucky 40515 0000

To the Sheriff or any other Constable of Fayette County:

Defendant on (date) JUNE 28, 2018, was found guilty of a forcible detainer of the premises located at 3111 GLENRIDGE CIRCLE
LEXINGTON, KY 40515

to the injury of the Plaintiff. Defendant having failed to file an appeal on or before the seventh day after the finding, and upon request of the Plaintiff, you are commanded, in the name of the Commonwealth of Kentucky, to put the Plaintiff in possession of the premises, and to make due return to the Court within 4 days showing how you have executed this warrant.

Date: JULY 6, 2018

/S/ KIM WILKIE
District Court Judge's Signature
 A TRUE COPY
 ATTEST: VINCENT RIGGS, CLERK
 FAYETTE DISTRICT COURT

NIA

 Plaintiff's or Attorney's Signature

BY: [Signature] DEPUTY

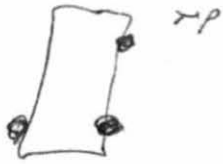
EXECUTION

Executed this _____ day of _____, 2____, as follows:

[] Sheriff's OR [] Constable's Signature
(Check one)

Swiper Rock

2



1



1



→ Granular Bug
Koller

Light Bulb

THIS LEASE, made and entered into at Lexington, Kentucky, this the 16th day of MAY, 2018, by and between Stephen W. Peyton or Nancy Jane Peyton, Lessor, and ROGER & JENNIFER DIVOLTS, Lessee, all of Lexington, Kentucky.

WITNESSETH:

THAT the Lessor hereby lets and leases unto the Lessee for a term of 1 years, commencing on the 16th day of MAY, 2018 and terminating on the 30 day of JUNE, 2019, the residence and property located at 3111 GLENRIDGE CR, Lexington, Fayette County, Kentucky, together will all appurtenances thereunto belonging.

1. That the Lessor hereby agrees to Lease unto the Lessee the said property above mentioned for a term of 1 year in the full amount of \$ 10,020, payable in monthly rent of \$855 per month, the first of such payments shall be made upon the execution of this lease. That the said monthly rent shall be paid in advance to the Lessor at 3709 ANSLEY COURT, Lexington Ky, 40509 on the first of each month of this lease, and there shall be a charge of \$5.00 per day that the monthly payment of rent has not been made. Failure to pay any late charges can result in court action up to and including, eviction from the property and recovery of all funds owed.

2. The Lessee further agrees to promptly pay all bills and charges for water, gas, electric current, sewer, and telephone land line services, and all other utility charges associated with residency which are unnamed in this lease agreement, which may be assessed against the Lessee as occupant of the premises during the term of this lease. Lessee acknowledges they have 3 working days to have all utilities changed out of Lessors name. After 3 days, if utilities remain in Lessors name they shall be shut off at any time at the sole discretion of the Lessor and not turned back on in any manner in which Lessor may be responsible for the payment of them.

3. The Lessee agrees that he and his family will use and occupy the premises in a careful, safe and proper manner and guard against damage by fire and other hazard to which the premises may be subjected by reason of it's occupancy under this Lease. The Lessee agrees that he will not commit waste in any form nor do or permit any act which might constitute a public or private nuisance on the premises.

3.1 Lessee agrees that no hazardous conditions or events are to take place on this property. Hazardous conditions and events are to be determined at the sole discretion of the Lessor. Hazardous conditions and events include but are not limited to the following,

- a) Pit Bull or partial Pit Bull dogs**
- b) Other dogs considered to be able to harm others**
- c) Manufacture or creation of any illegal drugs**
- d) Presence of any explosive devices**
- e) Permanently placed above ground pools**
- f) Any item, activity, event, etc that is not insurable or covered by the owners liability insurance.**

Acceptance of any rent payment does not constitute acceptance of the existence of any hazardous condition. Acceptance of any rent payments does not constitute a change in the terms of the lease to allow for the presence of hazardous conditions. It is acknowledged that the owner can request correction of any hazardous condition at any time regardless of the prior acceptance of any rent.

4. The Lessee agrees that the premises are to be occupied by him and the immediate members of his family (as noted on rental application form) for residential purposes only.

5. The Lessee agrees that he will not make alterations or additions to the premises without the prior written consent of the Lessor.

6. The Lessee agrees to keep and maintain in a safe and prudent manner the interior of the premises, including but not limited to the walls, floor and furnishings, if any provided.

- 6.1 Lessee also agrees to mow yard as necessary. Failure to keep yard mowed to compliance with city ordinances and codes will result in Lessor mowing yard at a cost of \$100.00 per instance. All mowing charges to be paid by Lessee with next months rent. Failure to pay will result in court action up to and including eviction from the property and necessary actions to recover money owed. Lessee further agrees to not place any objects in the yard that will kill any grass.**

7. The Lessee further agrees that he will permit the Lessor or his duly Authorized agent to enter into or upon said premises and inspect and exhibit same at such Reasonable time as is necessary so as to protect the property from further waste or damage. Reasonable time period defined to not exceed more than 24 hours from request. Lessor may enter on own after reasonable time expires. It is further agreed that at the conclusion of this Lease, the Lessee shall let the Lessor enter into or upon such property at such reasonable times as to allow for inspection by future Lessees or Buyers.

8. The Lessee agrees to surrender the premises and furnishings, if any, at the end of this term without demand or notice, in as good an order and state of repair as they have been presented to him; reasonable use and ordinary wear and tear excepted.

9. Upon the execution of this Lease Agreement the Lessee agrees to deposit the sum of \$ 550.00 with the Lessor as security for the faithful performance of the covenants herein contained, the same to be refunded at the expiration of the term if all covenants have been complied with, otherwise, if there be waste or damage beyond normal wear and tear, said sum shall be applied to any claim to restore the property to the condition upon which it was presented to Lessee. Lessee acknowledges that stains and burns on any carpets are not normal wear and tear and the Lessee is wholly responsible for the replacement cost to correct such damage. Restoration of property to original presentation includes but is not limited to cleaning all appliances inside and out, walls and door casements should be clean. Commodes, mirrors, and tubs should be cleaned. Floors and carpet should be cleaned.

10. The Lessee may not sublet the premises nor accommodate additional tenants therein, including but not limited to members of his family or his relatives, without the express written consent of the Lessor or his agent.

11. If vacation of the premises by the Lessee be desired by the Lessor, or if the Lessee desires to vacate same at the end of this contract period, thirty (30) days notice thereof in writing, prior to the end of said rental period by either party shall be given to the other party as provided by law. The notice requirement shall not apply in case of non-payment of rent.

11.1 Upon expiration of this lease agreement it becomes a month to month agreement. All sections and clauses of this agreement, with the exception of the expiration dates, remain in effect, unchanged, during month to month tenancy. Any changes to this lease must be in writing and signed by both Lessor and Lessee.

11.2 Should Tenants move before this lease agreement expires, they are responsible for paying all rent, in full, through the terms of this lease or until another tenant approved by the owners has moved in, whichever occurs first.

12. The Lessee shall be responsible financially to the Lessor for any and all breakage, removal of, or other damage to the premises, furnishings, if any, fixtures due to the willful act, negligence or carelessness of the Lessee or his invitees.

13. Prior to vacating the premises, all trash and waste materials shall be removed therefrom by the Lessee and the premises, furnishings, if any, and fixtures shall be surrendered to the Lessor in a clean, neat and sanitary condition. A \$500.00 cleaning fee in addition to all other charges for damages will be assessed if the premise is NOT returned in as clean of condition as it was received.

14. The Lessor or his duly authorized agent shall be notified promptly by the Lessee of the necessity at any time for emergency repairs to the premises or to its facilities, fixtures or equipment. This includes all water leaks and any problems with any appliance.

15. It is further agreed by and between the parties hereto that the Lessor shall retain the right to sell or convey the devised premises herein or any part thereof. In the event that the premises is sold during the period of this lease, the Lessee will, upon the request of either the Lessor or his successor in ownership in writing vacate said premises within a period of Thirty (30) days of such notice being given.

16. The Lessee further agrees to hold the Lessor harmless from any loss of personal property sustained as a result of fire or theft. Lessee agrees to retain a renter's policy of insurance to protect against same.

17) Industry standard Fire Alarms and batteries are provided with the premise. Lessee agrees to test and maintain these to ensure they remain in proper working condition. Lessor to be notified immediately if they are not in working condition.

18) Absolutely No PETS are to reside at residence temporarily or permanently except as noted below.

- a) _____
b) _____

XHO PETS 90 SP

An additional Pet deposit of _____ has been collected.

Lessee is responsible in full for all damage done by pets including but not limited to Pet odors. Pet deposit can be used for the correction of Pet odor presence. Pet odor presence will be determined solely by Lessor. Addition of any Pets without the written consent of Lessor is an immediate violation of this lease agreement and can result in eviction from this property.

18.1) Acceptance of rent after an illegal pet is residing on the property does not constitute a change to the conditions of this lease. No unauthorized pet is to reside on this property, at any time. Removal of the pet, or eviction of tenant for unauthorized pets, can be done at any time at the sole discretion of the owner regardless of the acceptance of any rent payments.

19) Lessee agrees to handle trash, recycle, and yard waste containers according to city ordinance.

20) Lessor is not responsible for loss of food due to refrigerator malfunction.

21) Lessee agrees to not create loud or bothersome noise and/or disturbances at any time. Lessee further agrees to keep volume of all musical players at a level that does not bother the neighbors

22) No satellite dishes are to mounted to building. Only ground mounts and wiring to be approved by Lessor

23) Lessee agrees to park all vehicles in the assigned spaces and to keep all driveways and parking spots clean of oil drippings and grease. Any auto repair taking greater than 1 day is not permitted. No major auto repair should be done at any time.

24) At no time should a tenant or guest park on the lawn for any reason.

25) Lessee agrees to not have any liquid filled furniture, including water beds, without the prior written consent of the Lessor

26) Lessee agrees to ensure all water hoses are removed from the outside water facets in cold temperatures. Lessee agrees to pay all plumbing damage created by a failure to remove a water hose at the appropriate time to avoid damage.

27) Lessee agrees to not use salt or salt products on driveways, sidewalks, or patios. Lessee agrees to pay for all damage done to these by the use of a salt product.

28) Lessee agrees to not have any non-running automobiles or wrecked cars anywhere onsite. All automobiles on site must have current licenses tags.

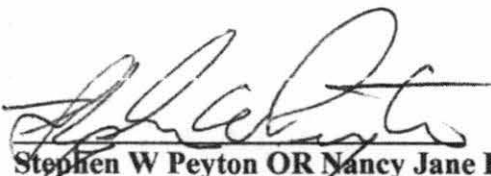
29) Lessee is responsible for repair of all drain pipe blockages, effective 1 month after the signing date of this lease

30) Lessee agrees to a \$50.00 fee for all returned checks. Lessor reserves the right to refuse a check for payment of rent or damages, at any time.

31) Lessee agrees to not place tape of any kind (scotch, duct, packing, insulated, etc) on the walls or ceilings. Lessee is responsible for all damage done to any surface by the use of tape or tape like products.

**IN WITNESS WHEREOF, the parties to this Lease set their hands the day
and year first above written.**

• \$400.00 deposit
paid on May
16th
Remainder of
\$150.00 to be
paid by JUNE
15th



Stephen W Peyton OR Nancy Jane Peyton , LESSOR



LESSEE



LESSEE

LESSEE



a PPL company

BILLING SUMMARY

Previous Balance	0.00
Payment(s) Received	0.00
Balance as of 5/30/18	\$0.00
Current Electric Charges	137.60
Current Taxes and Fees	9.61
Total Current Charges as of 5/30/18	\$147.21
Total Amount Due	\$147.21

This Is A Final Bill

Mailed 5/31/18 for Account # [REDACTED]

AMOUNT DUE

\$147.21

DUE DATE

6/22/18

Account Name: STEPHEN W PEYTON
Service Address: 3111 Glenridge Cir
LEXINGTON KY

Online Payments: lge-ku.com
Telephone Payments: (859) 255-0394, press 1-2-3
24 hours a day; \$2.00 fee
Customer Service: (859) 255-0394

Walk-in Center: M-F, 7am-7pm ET
1 Quality Street
Lexington, KY 40507
M-F, 8am-5pm ET

*original Billing
Front*

paid in full

CURRENT USAGE**ELECTRIC**

Meter Reading Information	Meter # [REDACTED]
Actual (R) kWh Reading on 7/4/18	32416
Actual (R) kWh Reading on 5/2/18	28850
Current kWh Usage	3566
Meter Multiplier	1
Metered kWh Usage	3566

CURRENT CHARGES**ELECTRIC**

Rate: Residential Service - All Electric

Basic Service Charge (\$12.25 x 64/30 Days)	26.13
Energy Charge (\$0.09047 x 3,566 kWh)	322.62
Electric DSM (\$0.00243 x 3,566 kWh)	8.67
Fuel Adjustment (\$-0.00215 x 3,566 kWh)	-7.67
Tax Cuts & Jobs Act Surcredit (\$-0.00415 x 3,566 kWh)	-14.80
Environmental Surcharge (0.620% x \$334.95)	2.08
Home Energy Assistance Fund Charge	0.30
Total Charges	\$337.33

Taxes & Fees

Rate Increase For School Tax (3.00% x \$337.03)	10.11
Franchise Fee-Lexington-Fayette (4.00% x \$337.03)	13.48
Total Taxes and Fees	\$23.59

BILLING INFORMATION**Corrected Bill**

After preparing your original bill, we discovered an error. We have made the necessary changes to correct the bill. Please accept our apologies for any confusion or inconvenience this may have caused. Contact our Customer Service Department if you have any questions.

Rate Schedules

For a copy of your rate schedule, visit lge-ku.com/rates or call our Customer Service Department.

2nd Billing Back
paid in full

NOTE: EXCESSIVE \$190.00 RECONNECTION
Fee to be billed on next meter
cycle, per KU representative

Stephen W. Peyton
3709 Ansley Ct.
Lexington, KENTUCKY 40509

*Kentucky Utilities Company
220 W. Main Street
P. O. Box 32010
Louisville, KY 40232-2010

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Kentucky Utilities Company
220 W. Main Street
P. O. Box 32010
Louisville, KY 40232-2010