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Complaint

DEC 27 2024

PUBLIC SERVICE
COMMISSION

12/16/2024

KY Public Service Commission
211 Sower Blvd.
Frankfort KY, 40601

Complaint against:
Farmers RECC
504 S. Broadway St.
Glasgow KY 42141
(502) 651-2191

Dear Sirs,

FRECC came to my property to trim trees. They were there for a couple weeks in Oct. 2024. I told them what I expected that they would pay for damages and repair of damaged driveway. FRECC said they weren't doing any of that and proceeded to cut and go where they wanted. In the middle of this I went to their office to find out what rules and regulations they went by in writing, didn't find out anything especially what the easement boundaries are.

I did find some irregularities in their regulations and application forms that don't appear to be legal or reasonable for their customers.

My complaint is for damages to my property in the forms of trees ground up, usage of my property, tore up fences and improper repairs to fences, timber removed, no known boundaries of the easements, and whatever other penalties apply.

Continued....

1. I did basically a FOIA request for all rules and regulations that they go by and received little to no information. I had asked for rules and laws governing them and just received my original application for service and an updated version and a connection survey.
2. In receiving my application I learned that there is a stipulation in there that you pre-agree to any future rules they add. I also asked a Farmer RREC's counter clerk about the application that if I don't sign it can I still get service and she told me no. There is no other electrical service available. I think this violates my rights by being forced to sign under duress and for agreeing to future unknown rules/stipulations. I also don't know when they updated the application because it has more language in it that I never saw or agreed to.
2. I asked for easement boundaries and never received any written measurements and was told different measurements at different times. And by the updated service application it appears they can go any where on my property and damage whatever with out liability. This would violate my rights because FRECC should fall under the takings clause since they are a public regulated utility service. They took property and damaged and used my property without permission. The application for service states in it, "The Applicant will comply with and be bound by the provisions of the Bylaws of the cooperative, Rates and such Rules and Regulations as may, from time to time, Be adopted by the Cooperative." FRECC wrote in their newer agreement that they could come on and use my property for free. This give them free rein to move around where ever and if they use other than easement or destroy they won't pay for it. The only thing they referred to under KY law was in 807 KAR 5:006 Sect 15 3C, which refers to "refusal of access" and a penalty of loss of service. And not much more, it doesn't specify boundaries.
3. They require me to pay for their attorney's fees. Common would be for paying your own or loser pays. This is a process to stifle decent to their actions. This is a form of violation of the SLAPP. Kentucky has an anti-SLAPP law in place. "SLAPP stands for Strategic Lawsuit Against Public Participation. It's a civil complaint or counterclaim filed against people or organizations who speak out on issues of public interest. The goal of a SLAPP is to intimidate, silence, or censor critics by making them pay for a legal defense."
4. FRECC ground up trees and shrubs and left lay. They pushed cut down trees into the tree line. Where they broke through or damaged fence they put back fencing other that was originally there. They were going cut large trees to below the power lines and leave the trunk standing that was going to die in a year or two and become a falling danger. I told them to cut the tree all the way down and they stole the timber. When I didn't agree to what and how they were going to do the work and where; their CEO and then their lawyer came out and it turned into retaliation and they

were cutting a lot more trees. I pointed to a large tree on the neighbor's property and asked if they were going to cut it down and they said yes and never did. I had measured it and it was as close as my trees.

I have a call order that FRECC is supposed to call before entering the property. They did this one time of about five entries.

I told FRECC before they started that they would have to pay for any trees they cut and repair my driveway if they tore it up. That statement was met with a yelling in my face, we ain't paying for anything and threaten to call the cops. Told them go ahead, they didn't do it. They said they'll work from the neighbor's property and left. I heard machine equipment later and went to look; they were on my property by cutting through the fence. They ground up the material there and left large pieces. I told them I would like grass planted along the fence line and they said they could and were just going to bring the grinder back in. And I'll give you a tree for one smaller one they cut, and then never did. So I never pushed them on their half-assed fixes because then they would come back destroying more. Better for a contractor to come in and fix everything.

Thomas Loecken



1098 Cub Run Hwy
Munfordville KY 42765



1. This first one is a copy of my original service application

It didn't have much to it but it had that I agreed to what ever they added in the future.

2. The second page is the new application agreement that I received in 2024 and never

knew of it or when it was made up. I also never agreed to anything in it.

I went to FRECC's local customer service office in Munfordville and asked the clerk if I can receive service if I don't sign the form. The clerk told me, without signing I couldn't get service.

FRECC APPLICATION OF MEMBERSHIP
& RECONNECT OF ELECTRIC SERVICE

The undersigned applicant hereby applies for membership in, and agrees to purchase electric energy from FARMERS BURAL ELECTRIC COOPERATIVE CORPORATION of Glasgow, Kentucky, on the following terms and conditions:

1. The Applicant will pay to the Cooperative a sum of \$25.00 for a membership fee. If and when the Cooperative ceases for any reason to furnish electric service to the Applicant, this fee may be refunded to the Applicant after the final bill is paid, or it may be left inactive with the Cooperative.
2. The Applicant will pay rates and charges as fixed by the Board of Directors of the Cooperative and approved by the Public Service Commission.
3. The Applicant will comply with and be bound by the provisions of the Bylaws of The Cooperative, Rates and such Rules and Regulations as may, from time to time, be adopted by the Cooperative.
4. The Applicant understands the cost of a subscription to BURAL KENTUCKIAN MAGAZINE is to be paid for as a part of the cost of electric service.

The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative for electric service and shall continue in force from the date service is made available to the Applicant, and terminate upon notice given by either party to the other. *Batch* 31-76-39 # 25845

LOCATION # 31-76-31 METER # 19984 RDG # 146
METER SEP # 62508-9102 S.O. # 59982-
☒ FUSE ☐ MBLR ☐ ART ☐ DUPLEX ☐ OTHER _____
Batch

NAME Thomas A. Loecken SPOUSE NA Laura
ADDRESS 1098 Cub Ln. Hwy 4 OWNER ☒
CITY/ST/ZIP 2765 ADD _____
CITY _____
SP/S.S.# _____

EMPLOYER _____ SP/EMP. Met & Board of Ed.
ADDRESS _____ ADD. Munfordville Ky
TELEPHONE # _____ TELE. 524-9343

CONTACTS:

	NAME	PHONE #	RELATIONSHIP
1.	<u>Gary Hudson</u>	<u>[REDACTED]</u>	<u>Friend</u>
2.	<u>Rose Bostic</u>	<u>[REDACTED]</u>	<u>Family</u>

[Signature]
APPLICANT'S SIGNATURE

3-16-99



Application for Membership and Electric Service

Member Name _____ Application Date _____
Co-Applicant Name _____
Service Address _____
Mailing Address _____
Member SSN _____ Co-Applicant SSN _____
Home Phone _____ Co-Applicant Home Phone _____
Cell Phone _____ Co-Applicant Cell Phone _____
Email _____ Co-Applicant Email _____
Account Number _____ Pole Number _____
Meter Number _____

The undersigned (hereinafter referred to as "Applicant") hereby applies for membership in, and agrees to purchase energy from Farmers Rural Electric Cooperative Corporation, (hereinafter referred to as "Cooperative"). Applicant agrees to the following terms and conditions:

1. The Applicant will pay the Cooperative the sum of \$25.00 which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Upon termination of membership in any manner, the membership fee shall be refunded to the member, provided, however, the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative.
2. The Applicant will purchase from the Cooperative electric energy used at address(es) designated, and will make payment of all amounts due on or before due dates. The Applicant understands that failure to do so will be just cause for discontinuance of electric service. In the event the Applicant fails to comply with the terms of this agreement and legal action is taken by the Cooperative to enforce the terms of this contract, the Applicant agrees to pay all attorney's fees and court costs incurred as a result of the Applicant's breach. The Applicant also agrees to pay all fees charged by collection agencies in the collection of any unpaid amounts incurred by said Applicant. Applicant understands that the Cooperative's rates will be fixed by the Kentucky Public Service Commission and/or the Board of Directors.
3. The Applicant will cause his/her premises to be wired in accordance with wiring specifications as required by the State of Kentucky and/or local codes and be approved by a certified electrical inspector.
4. The Applicant will comply with and be bound with all of the provisions of this agreement, the Articles of Incorporation, and Bylaws of the Cooperative, and such rules, regulations, and policies as may, from time-to-time, be adopted by the Cooperative. The Board of Directors may expel from membership and/or discontinue electric service to any member who fails or refuses to comply with the Articles of Incorporation, Bylaws of the Cooperative, or its rules, regulations, and policies. The Applicant acknowledges that by dealing with the Cooperative, the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each Applicant, and both the Cooperative and the Applicant are bound by such contract, as fully as though each Applicant had individually signed a separate instrument containing such terms and provisions. Should the Applicant fail to comply with any of the terms of the Bylaws or the Articles of Incorporation of the Cooperative, and legal action is taken by the Cooperative to enforce such terms, the Cooperative shall be entitled to collect in such proceedings its reasonable attorney's fees and court costs.
5. The Applicant understands that their request for electric service requires connection to the Cooperative's distribution system. Consequently, the Applicant grants to the Cooperative the perpetual easement and right and privilege of free access across and through the land and premises of the undersigned/Applicant to maintain its system, new or existing lines of any type, that might be located on the Applicant's property. The Applicant grants the Cooperative the right and privilege of maintaining proper right-of-way clearance which includes cutting and herbicide use to remove trees and bushes that are of such height and proximity to the electric lines that it may interfere with and/or create a hazard to the operation of the electric facilities, and to remove all structures, fire hazards, and other objects of any other nature.
6. Acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative for electric service and same shall continue from the date service is made available by the Cooperative to the Applicant until canceled by either party. Should the application not be accepted, the Applicant shall be notified by the Cooperative.

Applicant Signature _____

Co-Applicant Signature _____

Date _____

Date _____

Ledy clerk, Pam told me w/o sign, no service
9:52 AM 10-30-24