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VIA OVERNIGHT DELIVERY

RECEIVED

AUG 29 2017

PUBLIC SERVICE
COMMISSION

August 28, 2017

Mr. John Lyons
Interim Executive Director
Kentucky Public Service Commission
211 Sower Blvd
Frankfort, KY 40602-0615

**Re: Case No. 2017-00174
In the Matter of the Complaint of Diane Deaton v. Duke Energy Kentucky, Inc.**

Dear Mr. Lyons:

In accordance with the July 6, 2017 Informal Conference conducted in this matter, enclosed herein please find for submission on the official record a copy of the Settlement Agreement which outlines the payment arrangement agreed to between Complainant, Diane Deaton and Duke Energy Kentucky, Inc.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

Minna Rolfes-Adkins
Sr. Paralegal

**RE: Case No. 2017-00174
Duke Energy Kentucky, Inc. Electric Account of Diane Deaton
707 Terrace Court, Alexandria, Kentucky 41001**

SETTLEMENT AGREEMENT


This settlement agreement (“Agreement”) is entered into this 13th day of July 2017, between Diane Deaton (“Ms. Deaton”) who currently resides at 707 Terrace Court, Alexandria, Kentucky 41001 (“the Premises”) and Duke Energy Kentucky, Inc., (“Duke Energy Kentucky” or “Company”), 139 E. 4th Street, Cincinnati, Ohio 45202 (each individually referred to as “Party” or collectively “Parties”). This Agreement is being executed to reflect the resolution of Case No. 2017-00174 originally raised by Ms. Deaton with the Kentucky Public Service Commission regarding debt incurred by Ms. Deaton located at the Premises.

Between May 2, 2016 and July 31, 2016, Duke Energy Kentucky billed Ms. Deaton for estimated electric consumption at the Premises. On or about September 1, 2016, Duke Energy Kentucky billed Ms. Deaton for actual measured electric consumption for the month ending August 30, 2016 and rebilled Ms. Deaton based upon actual consumption for the period of May 2, 2016 through July 31, 2017. This rebilling resulted in the Company adjusting Ms. Deaton’s balance for under estimated consumption going back to May 2, 2016. On or about April 20, 2017, Ms. Deaton filed a complaint, Case No. 2016-00174, with the Kentucky Public Service Commission alleging that the Company has improperly billed Ms. Deaton. In full resolution of Case No. 2017-00174 and any and all claims raised or which could have been raised relating to the dispute by Ms. Deaton regarding the Premises, the Parties agree to the following terms and conditions of this Agreement:

1. This Agreement with Duke Energy Kentucky accurately describes and sets forth the facts and circumstances surrounding the dispute giving rise to this Agreement;

2. An initial down payment of \$250 is to be collected on Thursday, July 6, 2017;
3. Beginning with her July 2017 electric bill and for a period of twenty-four (24) months thereafter, Ms. Deaton agrees to pay \$85.00 towards the past due debt from electric services, as well as the current charges. Nothing in this Agreement shall prohibit Ms. Deaton from paying additional amounts than the monthly installment or from participating or qualifying for the Company's budget billing programs.
4. If, during the term of this Agreement, Ms. Deaton fails to make a required installment payment or fails to pay her current monthly charges for electric service and defaults on the Agreement, the total unpaid debt remaining will become immediately due, and will be factored into her application to establish any new service with Duke Energy Kentucky; and,
5. In the event Ms. Deaton changes residence during the term of this Agreement, and has maintained satisfactory payments under the terms of this Agreement, Duke Energy Kentucky and Ms. Deaton agree that the Company will permit the establishment of new service and that the terms and conditions of this Settlement will automatically transfer to the new account, and any remaining balance under this agreement shall become part of the new account.

Duke Energy Kentucky, Inc.

By:  _____

Title: Associate General Counsel

Date: 7/13/17

Diane Deaton

By:  _____

Date: 7/11/17