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**VIA ELECTRONIC FILING**

October 1, 2020

Mr. Kent Chandler  
Acting Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd  
Frankfort, Kentucky 40602-0615

**Re: Case No. 2019-00366**

In the Matter of an Electronic Investigation of Home Energy Assistance Programs Offered by Investor-Owned Utilities Pursuant to KRS 278.285(4)

Dear Vice Chairman Chandler:

In compliance with the Commission's September 25, 2020 Order, Duke Energy Kentucky, Inc. (Duke Energy Kentucky or Company) has signed the contract submitted by Community Action Kentucky, Inc. (CAK), regarding Duke Energy Kentucky's Home Energy Assistance Programs (the "Agreement") and hereby submits said Agreement electronically pursuant to 807 KAR 5:001. The original will be filed with the Commission within 30 days of the lifting of the current state of emergency. I certify that the electronically filed documents are true and accurate copies of the original documents.

Duke Energy Kentucky had previously proposed certain corrections and modifications, to the draft Agreement, which were the subject of CAK's September 21, 2020 request for direction. The major provisions of which Duke Energy Kentucky had sought amendments are summarized below:

- **Section IV.** Provided certain clarifications regarding the following:
  - that Duke Energy Kentucky's written approval is required for Program IT Costs in excess of the Program Cost Ceiling;

- that uncontested invoices will be paid within 30 days of submittal by CAK; and
- that Duke Energy Kentucky shall have no obligation or liability to any of the Operating Organizations under the Agreement.
  
- **Section VI.** Provided clarification that Duke Energy Kentucky shall obtain all necessary Commission review and approval of each Marketing Strategy in a manner satisfactory to the Utility in its sole discretion prior to the Marketing Strategy becoming effective.
  
- **Section IX.** Provided clarification that the “Effective Date” of the Agreement shall be the later of the completion of each of the following: (i) The date on which the Agreement has been fully executed by each of the Parties; and (ii) The date on which the Commission approves the Agreement.
  
- **Section X.** Provided a more comprehensive disclaimer of consequential damages by either Party in a conspicuous format as is customary and to avoid being overlooked.
  
- **Section XII.** Added provision incorporating the following provision regarding release of customer information. **“Release of Customer Account Information. Prior to the release to CAK of any customer account information by Utility, CAK hereby agrees that it shall obtain a fully executed “Authorization for Release of General and/or Confidential Information” on the form of Exhibit C attached hereto as may be updated by the Utility from time to time (“Release”) from each eligible customer and ensure the signed Releases are available to Utility, upon request, for inspection in a reasonably prompt manner.** Note: Nowhere in the Agreement is Exhibit C incorporated into the contract. After further discussion with CAK, Duke Energy Kentucky has determined that Exhibit C was intended to be incorporated into Exhibit B but was erroneously identified as Exhibit D. In general, it is the Company’s position that each of the exhibits intended to be attached to the contract should be referenced in the Agreement and incorporated therein, but we have agreed to work within the

framework of the Agreement as approved and after the erroneous exhibit reference has been corrected.

- **Section XIV.** Revised Agreement to change the indemnification standard applicable to each Party from gross negligence (currently stated) to negligence (the proposed change). Duke Energy Kentucky generally expects that each Party would be responsible for their own negligence. By keeping the gross negligence standard, a higher level of negligence would be required prior to the indemnification obligation arising under the Agreement. On further consideration, given the relatively small dollar amount of the service fee and the non-profit nature of CAK, Duke Energy Kentucky will accept the gross negligence standard if that is what is approved by the Commission and accepted by the other utilities.
- **Miscellaneous.** Other changes were made to correct typos.

After reviewing Duke Energy Kentucky's proposed modifications, CAK, along with its counsel, indicated that they believed the changes were reasonable. Nonetheless, the Company has signed the original contract with the typographical cross reference to properly incorporate Exhibit C as described above.

Very truly yours,

*/s/Rocco D'Ascenzo*

Rocco D'Ascenzo  
Deputy General Counsel

Enclosures: As stated

cc: John G. Horne, II