

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

ELECTRIC ALLEGED FAILURE OF CLARK ENERGY)	CASE NO.
COOPERATIVE, INC. TO COMPLY WITH KRS)	2023-00005
278.160(2))	

**RESPONSES TO COMMISSION STAFF'S FIRST REHEARING REQUEST FOR
INFORMATION TO CLARK ENERGY COOPERATIVE, INC.
DATED OCTOBER 13, 2023**

Filed: November 6, 2023

CLARK ENERGY COOPERATIVE, INC.
PSC CASE NO. 2023-00005
RESPONSE TO REQUEST FOR INFORMATION

PSC'S REQUEST FOR INFORMATION DATED 10/13/23

REQUEST 1

RESPONSIBLE PARTY: **Billy (Brian) Frasure**

Request 1. Refer to Clark Energy's Motion for Rehearing, Reconsideration and Clarification, page 4, which states "[i]f Clark Energy has a member that disconnects service and has a credit balance on the account, due to LIHEAP funds Clark Energy does not refund the amount of the credit balance to the member but instead refunds that amount to the LIHEAP administrator the funds were received from."

a. In the scenario, explain how Clark Energy determines the appropriate refund amount, including when:

(1) The balance consists of both direct customer payments and LIHEAP funds;

(2) The customer has made payment directly more recently than by using LIHEAP funds.

b. Explain whether Clark Energy is aware of any statutes, regulations, or other rules that dictate how refunds should be handled when LIHEAP funds have been used to pay a balance.

c. Explain why Clark Energy cannot process refunds in the same way as described in its response to Request 1(a) above.

Response 1a. When a Clark Energy member discontinues service, a final bill is calculated and issued to the member for service dates that range from the date immediately following the final usage date on the previous monthly billing statement through the final date the member received service from Clark Energy. If there is a prior balance on the account, the final bill is added to that balance for a final account balance. Any deposit and accrued interest Clark Energy has on the members account will be applied to the final balance on the account. In many instances, a member's final balance on their account is a credit balance. This results in a refund check being issued to the member. However, many times members discontinue service with Clark after recently receiving LIHEAP assistance on their account. This may create a scenario in which the member has a credit on their account due to the LIHEAP funds being applied or the credit is increased due to LIHEAP funds. If the LIHEAP assistance creates the credit balance on a members account the entire refund will be returned to the LIHEAP administrator, per the contract between the LIHEAP administrator and Clark Energy. If the LIHEAP funds increase the credit balance, the LIHEAP administrator is refunded the assistance provided to the account and the member is refunded their portion. Clark Energy can only determine that a credit is due to a LIHEAP administrator if the assistance is received around the approximate time the member discontinues service, or if the member has received assistance over consecutive months.

Response 1b. Please see Section 5d. on the attached LIHEAP Vendor Agreement.

Response 1c. Clark's reasoning for requesting a rehearing on the accounts which received LIHEAP funds was due to the fact that in normal scenarios as described in Request 1(a) above the LIHEAP funds are applied to balances owed for services rendered. It is impossible for Clark

Energy to know whether or not the member would have received the same amount of LIHEAP benefits had it not been for the transferred balance to their account. Now, with the balance transfers being disallowed by the Commission, the member may not have been entitled to a significant portion of the LIHEAP funds they received. However, due to the time that has lapsed since the LIHEAP funds were received, Clark does not believe it can be accurately determined how much of the total LIHEAP funds received and applied to the member's account were due to their amount due being higher because of the balance transfers and how much would have been due to regular monthly billing. Clark Energy requests that the Commission allow any accounts with LIHEAP assistance to originally receive a credit on the members account(s), rather than an immediate refund. After the credit has been applied Clark Energy would return the remaining balance to a LIHEAP administrator, per the contract between the LIHEAP administrator and Clark Energy.

921 KAR 4:116. Low Income Home Energy Assistance Program or "LIHEAP".

RELATES TO: KRS 45.357, 194A.010, 194A.060, 194A.070, 45 C.F.R. Part 96 Subpart H, 42 U.S.C. 8621-8627, 42 U.S.C. 9902(2)

STATUTORY AUTHORITY: KRS 194A.050(1), 42 U.S.C. 8621

NECESSITY, FUNCTION, AND CONFORMITY: KRS 194A.050(1) requires the secretary to promulgate administrative regulations necessary to implement programs mandated by federal law or to qualify for the receipt of federal funds and necessary to cooperate with other state and federal agencies for the proper administration of the cabinet and its programs. The Cabinet for Health and Family Services has the responsibility under 42 U.S.C. 8621 to administer the Low Income Home Energy Assistance Program to help low-income households meet the cost of home energy. This administrative regulation establishes the eligibility and benefits criteria for heating and cooling assistance. This administrative regulation imposes a stricter requirement than the federal mandate because additional reporting requirements are necessary to comply with KRS 45.357. The imposition of additional requirements and responsibilities is to ensure necessary compliance with applicable state laws.

Section 1. Definitions.

(1) "Agency" means Community Action Kentucky (CAK), or a local community action agency contracted to provide LIHEAP.

(2) "Annual low income home energy assistance program state plan" means an application prepared in accordance with 42 U.S.C. 8624(c) and 45 C.F.R. Part 96, Subpart H, sections 96.83 to 96.87.

(3) "Authorized representative" means the person who presents to an agency a written statement signed by the head of the household, or spouse of the head of the household, authorizing that person to apply on the household's behalf.

(4) "Crisis component" means the component that provides assistance to households that are experiencing a home heating or cooling crisis.

(5) "Economic unit" means one (1) or more persons sharing common living arrangements.

(6) "Emergency" means, at the time of application, the household:

(a) Is without heat;

(b) Will be disconnected from a utility service within forty-eight (48) hours;

(c) Will be without bulk fuel within four (4) days; or

(d) Will be without cooling as specified in Section 3 of this administrative regulation.

(7) "Energy" means electricity, gas, and other fuel that is used to sustain reasonable living conditions.

(8) "Gross household income" means all earned and unearned income, including lump sum payments received by a household during the calendar month preceding the month of application.

(9) "Heating season" means the period from October through April.

(10) "Household" means an individual or group of individuals who are living together in the principal residence as one (1) economic unit and who purchase energy in common.

(11) "Household demographics" means an applicant's:

(a) Address;

(b) Household composition that includes:

1. Size;

2. Age group;

3. Relationship to applicant;

4. Sources of income;

5. Liquid assets; and

6. Type of housing; and

(c) Heat source.

(12) "Level of poverty" or "poverty level" means the degree to which a household's gross income matches the official poverty income guidelines published annually in the Federal Register by the U.S. Department of Health and Human Services, under authority of 42 U.S.C. 9902(2).

(13) "Life-threatening situation" means, at the time of application, a household is or will be without heat or cooling within eighteen (18) hours and temperatures are at a dangerous level as determined by the National Weather Service.

(14) "Principal residence" means the place:

(a) Where a person is living voluntarily and not on a temporary basis;

(b) An individual considers home;

(c) To which, when absent, an individual intends to return; and

(d) Is identifiable from another residence, commercial establishment, or institution.

(15) "Subsidy component" means the heating or cooling component that provides an eligible household with:

(a) A payment to the household's energy provider; or

(b) A payment to a landlord, if utilities are included in the rent.

Section 2. Application.

(1) A household or authorized representative applying for LIHEAP shall provide to an agency the following:

(a) Proof of household income;

(b) Most recent:

1. Heating bill;

2. Cooling bill; or

3. Verification that heating or cooling is included in the rent;

(c) Statement of household demographics; and

(d) A Social Security number, or a permanent residency card, for each household member.

(2) An application shall not be considered complete until the required information, as specified in subsection (1) of this section, is received by the agency.

Section 3. Eligibility Criteria.

(1) Income. Gross household income shall be at or below 130 percent of the official poverty income guidelines updated annually in the Federal Register by the U.S. Department of Health and Human Services pursuant to 42 U.S.C. 9902(2), unless:

(a) Program funding is enhanced through a federal or state award; or

(b) The cabinet approves an increase to the poverty income guidelines due to funding availability.

(2) The household shall be responsible for paying:

(a) Home heating;

(b) Cooling costs; or

(c) Heating or cooling costs as an undesignated portion of the rent.

(3) Crisis component. In addition to meeting the criteria in subsections (1) and (2) of this section, an applicant shall:

(a) Be within four (4) days of running out of fuel, if propane, fuel oil, coal, wood, or kerosene is the primary heat source;

(b) Have received a past-due or disconnect notice, if natural gas or electric is the primary heat or cooling source; or

(c) Have received a notice of eviction for nonpayment of rent, if home heating or cooling cost is included as an undesignated portion of the rent.

- (4) Summer cooling component. In addition to meeting the criteria in subsections (1) and (2) of this section, to be eligible to receive an air conditioner unit, an applicant shall:
- (a) Be without an adequate source of cooling; and
 - (b) Have a household member who:
 - 1. Has a health condition that requires cooling to prevent further deterioration, verified by a physician's statement prepared on the physician's letterhead;
 - 2. Is sixty-five (65) years of age or older; or
 - 3. Is under the age of six (6) years.

Section 4. Benefits.

- (1) For a subsidy component, payment to the household's heating or cooling provider shall be made for the full benefit amount as follows:
- (a) Benefits shall be determined prior to implementation of the component, based upon calculations from fuel usage data and from an average heating season energy cost for the six (6) primary heating fuels.
 - (b) The amount of benefits shall be based upon household income and type of heating or cooling source used.
 - (c) A household with the lowest income and highest heating season fuel cost shall receive highest benefits.
 - (d) Benefits shall be a percentage of the average annual heating season energy cost of the primary heating fuel.
 - (e) A household living in federally assisted housing or receiving a utility allowance shall be eligible for lower benefits.
- (2) For a crisis component, benefits shall be the minimum amount necessary to alleviate a heating or cooling crisis. A household living in federally assisted housing may be eligible.
- (a) A benefit may be:
 - 1. Fuel or other energy source for heating or cooling;
 - 2. A space heater loaned on a temporary basis until:
 - a. Fuel is delivered; or
 - b. Another resource is located to alleviate the crisis;
 - 3. A blanket or sleeping bag;
 - 4. Emergency shelter; or
 - 5. An air conditioner unit.
 - (b) In determining the minimum amount of assistance, an agency shall take into consideration a direct subsidy for payment of utility cost received by the household from another program.
 - (c) A household may receive assistance more than one (1) time, but shall not receive more than the maximum allowable during each component period for the primary heating fuel or cooling source. The maximum allowable benefit shall equal cost for delivery up to:
 - 1. Two (2) tons of coal;
 - 2. Two (2) cords of wood;
 - 3. 200 gallons of propane;
 - 4. 200 gallons of fuel oil;
 - 5. 200 gallons of kerosene; or
 - 6. \$400 for natural gas or electric, unless:
 - a. Program funding is enhanced through a federal or state award; or
 - b. The cabinet approves an increase to the benefit amount due to funding availability.
 - (d) A household threatened with eviction whose heat or cooling costs are an undesignated portion of the rent shall not receive more than the maximum allowable

- payment for the primary heating fuel or cooling source.
- (3) For cooling component benefits, a household shall be eligible for:
- (a) A one (1) time subsidy payment during each component period to the household's:
 - 1. Electric utility provider; or
 - 2. Landlord, if the cost of cooling is included as an undesignated portion of the rent;
 - (b) An air conditioner unit, if:
 - 1. Criteria in Section 3(4) of this administrative regulation are met; and
 - 2. The agency has the funding to purchase an air conditioner unit or has an air conditioner unit available for the household; and
 - (c) Benefits based on:
 - 1. The household's level of poverty, unless program funding is enhanced through a federal or state award or the cabinet approves an increase to the poverty income guidelines due to funding availability; and
 - 2.
 - a. Subsidized housing with:
 - (i) Zero percent to one hundred (100) percent of poverty receiving up to one hundred (100) dollars; or
 - (ii) 101 percent to 150 percent of poverty receiving up to \$200; or
 - b. Nonsubsidized housing with:
 - (i) Zero to one hundred (100) percent of poverty receiving up to \$400; or
 - (ii) 101 percent to 150 percent of poverty receiving up to \$300.

Section 5. Benefit Delivery Methods.

- (1)
- (a) Payment under a subsidy component shall be authorized by a one (1) party check made payable to the household's:
 - 1. Energy provider; or
 - 2. Landlord, if the cost of heating or cooling is included as an undesignated portion of rent.
 - (b) At the recipient's discretion, the total benefit may be made in separate authorizations to more than one (1) provider if heating or cooling services were provided by more than one (1) provider. However, the total amount of the payments shall not exceed the maximum for the primary source of heating or cooling.
- (2) For a crisis component, a direct cash payment shall not be made to the recipient. A payment shall be authorized to:
- (a) An energy provider by a one (1) party check upon delivery of fuel, restoration, or continuation of service;
 - (b) A vendor who supplies a heater, blanket, emergency lodging, or air conditioning unit; or
 - (c) A landlord, if heating or cooling cost is included in the rent.

Section 6. Right to a Fair Hearing.

- (1) An individual who has been denied assistance or whose application has not been acted upon in accordance with time standards established in Section 8 of this administrative regulation shall be provided an administrative review by the agency.
- (2) An individual dissatisfied with the results of an administrative review may request a hearing to be held in accordance with 921 KAR 2:055.

Section 7. Vendor Selection for Nonmetered Fuel Provider.

- (1) Subsidy component.
- (a) An agency shall solicit vendors for all nonmetered fuels and shall establish an approved vendor listing.

(b) The agency shall place an advertisement for interested vendors in a local newspaper with the largest circulation and shall contact all vendors in good standing that participated in the program during the last contract period.

(c) A potential vendor shall provide the agency with a fixed price in gallons for kerosene, propane or fuel oil, cords for wood, or tons for coal, delivered or picked up by the client.

(d) A prospective vendor shall:

1. Allow agency and authorized federal or state representatives to inspect records upon request;
2. Maintain records to financial transactions regarding LIHEAP for a period of three (3) years;
3. Inform the agency if information is received that a household has obtained a benefit by misrepresentation;
4. Provide fuel as specified and at the price quoted;
5. Comply with federal and state law pertaining to equal employment opportunity; and
6. Comply with billing procedures established by the agency.

(e) A household shall select a vendor from the agency's approved vendor list.

(2) Crisis component.

(a) Each agency shall perform a local price survey for each bulk fuel type and shall establish a reasonable price for quality of fuel, delivery and on-site pick-up for each fuel type.

(b) Each agency shall maintain a list of approved vendors and prices throughout the crisis component.

(c) A household may use its regular vendor if the price does not exceed the established price for that fuel type and mode of delivery.

(d) For a household with no regular vendor, the agency shall select from its vendor list the lowest priced vendor capable of providing fuel within:

1. Eighteen (18) hours for a life-threatening situation; or
2. Forty-eight (48) hours for an emergency situation.

Section 8. Time Standards.

(1) Under a subsidy component, an eligibility determination shall be made by an agency within five (5) working days after receipt of information required by Section 2 of this administrative regulation.

(2) Under a crisis or cooling component, benefits shall be authorized so that a:

- (a) Crisis situation is resolved within forty-eight (48) hours; or
- (b) Life-threatening situation is resolved within eighteen (18) hours.

(3) Under a subsidy, crisis or cooling component, an applicant shall have five (5) working days from the date of application to provide required information to an agency as specified in Section 2 of this administrative regulation, or the application shall be denied.

Section 9. Effective Dates.

(1) Implementation and termination dates for LIHEAP shall depend upon the availability of funds.

(2) If additional federal funds are made available, LIHEAP may be reactivated after termination under the same terms and conditions as shown in this administrative regulation.

Section 10. Allocation of Federal Funds.

(1) An amount of federal funds sufficient to provide benefits to eligible households that apply during the subsidy application period shall be reserved for a subsidy component.

(2) The balance of benefit funds for LIHEAP shall be reserved for a crisis component as follows:

- (a) Benefit funds reserved for the crisis component shall be allocated based upon each local administering agency's percentage of the statewide population at or below 130 percent of the poverty level unless:
 - 1. Program funding is enhanced through a federal or state award; or
 - 2. The cabinet approves an increase to the poverty income guidelines due to funding availability.
- (b) \$400,000 of crisis benefit funds shall be identified as contingency funds and allocated to agencies based on need as approved in advance by the cabinet.
- (3) \$25,000 or more shall be reserved for the Preventive Assistance Program to assist families with an energy payment not to exceed \$300 for each family if the payment:
 - (a) Prevents the removal of a child from the family; or
 - (b) Assists in reuniting a child with the family.

Section 11. Energy Provider Responsibilities. A provider accepting payment from LIHEAP for energy or services provided to an eligible recipient shall comply with the following provisions:

- (1) Reconnection of utilities and delivery of fuel during a crisis component shall be accomplished upon certification for payment.
- (2) A household shall be charged, in the normal billing process, the difference between actual cost of the home energy and amount of payment made through this program.
- (3) A LIHEAP recipient shall be treated the same as a household not receiving benefits.
- (4) The household on whose behalf benefits are paid shall not be discriminated against, either in the costs of goods supplied or the services provided.
- (5) A landlord shall not increase the rent of a recipient household due to receipt of a LIHEAP payment.

Section 12. Annual Plan. A copy of the state's annual Low Income Home Energy Assistance Program state plan prepared in accordance with 42 U.S.C. 8624(c) and 45 C.F.R. Part 96, Subpart H, sections 96.83 to 96.87 may be obtained by a request in writing made to the Commissioner of the Department for Community Based Services, Cabinet for Health and Family Services, 275 East Main Street, Frankfort, Kentucky 40621.

(11 Ky.R. 916; eff. 12-11-84; 1945; eff. 7-9-1985; 12 Ky.R. 623; eff. 12-10-1985; 13 Ky.R. 980; eff. 12-2-1986; 14 Ky.R. 648; eff. 11-6-1986; 1699; 1904; eff. 3-10-1988; 15 Ky.R. 658; eff. 9-21-1988; 1303; eff. 1-7-1989; 16 Ky.R. 1706; 2146; 4-12-1990; 17 Ky.R. 2279; 2955; eff. 4-4-1991; 18 Ky.R. 2039; 2826; eff. 2-26-1992; 19 Ky.R. 1225; 1567; eff. 1-4-1993; 20 Ky.R. 2253; eff. 3-14-1994; 21 Ky.R. 2545; eff. 5-19-1995; 22 Ky.R. 2158; eff. 7-5-1996; 25 Ky.R. 2009; 2394; eff. 4-14-1999; Recodified from 904 KAR 2:116, 6-3-1999; 29 Ky.R. 1705; 2112; eff. 2-13-2003; TAm eff. 10-27-2004; TAm eff. 8-1-2005; 32 Ky.R. 1806; 2019; eff. 6-2-2006; 35 Ky.R. 1935; 2450; eff. 6-5-2009; 47 Ky.R. 215; eff. 10-22-2020; 48 Ky.R. 689; eff. 11-23-2021.)



Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.
P.O. Box 11610 • Lexington, KY 40576
859.233.4600 • 1.800.244.2275 • www.commaction.org

October 23, 2020

Dear Sir/Madam:

Re: Low-Income Home Energy Assistance Program (LIHEAP)

Enclosed please find information on how to become a vendor with Community Action Council for the purpose of providing energy assistance to low-income households in Lexington-Fayette, Bourbon, Harrison and Nicholas Counties for the 2020-2021 heating season.

In order to become a registered vendor, please complete and return the enclosed LIHEAP Vendor Agreement. Please keep a copy of the LIHEAP Vendor Agreement and the LIHEAP Vendor Information Sheet for your records.

Return one copy of the signed LIHEAP Vendor Agreement to:

Adria Johnson
Community Action Council
P.O. Box 11610
Lexington, KY 40576

Please note that without a signed LIHEAP Vendor Agreement you cannot participate in LIHEAP. If you have questions, please contact me at (859) 233-4600 or adria.johnson@commaction.org.

Sincerely,

A handwritten signature in black ink that reads "Patricia Shobe". The signature is written in a cursive style with a large, looped initial "P".

Patricia Shobe
Manager Emergency Services
859-233-4600 x 2030
Fax: 859-244-2261

Enclosure(s)

Low Income Home Energy Assistance Program (LIHEAP) Vendor Agreement

This Agreement entered into by and Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAA or Agency) and Clark Energy Coop Inc (Vendor) is effective as of September 10, 2020.

WHEREAS, Title XXVI of the Low Income Home Energy Assistance Act of 1981 (P.L. 97-52) provides for Home Energy Assistance to eligible households; and

WHEREAS, parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

The Vendor shall:

1. Comply with 921 KAR 4:116 Low Income Home Energy Assistance Program
 - a. Provide the Agency with a fixed price in gallons for kerosene, propane or fuel oil, cords of wood, or tons of coal, delivered or picked up by the client. Agency may accept additional units of measurement, but the vendor must provide the conversion to the base units described (gallons for propane, kerosene, and/or fuel oil; cords for wood; tons for coal).
 - b. Allow Agency and authorized federal or state representatives to inspect records upon request: All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by the Cabinet for Health and Family Services (Cabinet) and Community Action Kentucky (CAK) representatives or their delegates, and authorized federal representatives. Such records shall show the amount of home energy delivered to each eligible Household, the amount of payments made for home energy by such eligible Households, the dollar value of credit received on behalf of each eligible household. Records shall be maintained for a period of three (3) years following the termination of this Agreement.
 - c. Maintain records to financial transactions regarding LIHEAP for a period of three (3) years. Vendor must establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records shall be maintained for a period of 3 years following the termination of this Agreement.
 - d. Inform the Agency if information is received that a household has obtained a benefit by misrepresentation. This includes any instances where the Vendor may be aware that a household has been approved for benefits by misrepresentation of the household's situation.
 - e. Provide fuel as specified and at the price quoted to the CAA. Price changes must be submitted in writing to the CAA.
 - f. Provide services to the account as specified and authorized by the CAA. LIHEAP funds can only be credited to the account authorized.
 - g. Comply with federal and state law pertaining to equal employment opportunity including Equal Employment Opportunity standards.
 - h. Comply with billing procedures established by the Agency.
 - i. Comply with the following provisions when accepting payment from LIHEAP for energy or service
 - i. Reconnection of utilities and delivery of fuel during a crisis component shall be accomplished upon certification for payment. Reconnect utilities and/or deliver fuel upon certification of payment.
 - ii. A household shall be charged, in the normal billing process, the difference between actual cost of the home energy and amount of payment made through this program. Charge the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the amount of the payment made through this program. Upon request, bulk fuel vendors shall provide a report to the CAA to demonstrate that LIHEAP recipient customers are charged the same as non-LIHEAP customers.
 - iii. A LIHEAP recipient shall be treated the same as a household not receiving benefits. Not treat a Household receiving assistance under the program adversely because of such assistance; and shall agree to charge eligible LIHEAP recipients the price normally charged to a non-eligible household. This includes charging LIHEAP customers only for fees that they would normally charge any/all customers.
 - iv. The household on whose behalf benefits are paid shall not be discriminated against, either in the costs of goods supplied or the services provided. Not discriminate against any certified household in any manner, including terms and conditions of sale, credit, delivery or price whether in the cost of the goods supplied or the services provided because of such households' participation in LIHEAP.

- v. A landlord shall not increase the rent of a recipient household due to receipt of a LIHEAP payment. Not increase the household's rent on the basis of receipt of the payment.
- j. Time Standards: Under a crisis or cooling component, benefits shall be authorized so that a Crisis situation is resolved within forty-eight (48) hours; or Life-threatening situation is resolved within eighteen (18) hours. Whereby a vendor cannot or will not deliver fuel within the required time period, the vendor agrees to notify the local CAA office immediately. If for any reason the fuel is not delivered in the timeframe, the CAA may declare the voucher null and void and will not be responsible for payment.
- 2. Provide services under LIHEAP in compliance with Title VI of the Civil Rights Act of 1964, and not discriminate based on the basis of race, color, sex, sexual orientation, gender identity, national origin, physical or mental handicap. Also, the requirement of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via this agreement.
- 3. Comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service and discrimination in accordance with the Privacy Act of 1974
- 4. Report any situations that threatens life, health and safety to the CAA.
- 5. Delivery of Benefits and Payment Documentation
 - a. Vendor will contact client to arrange delivery
 - b. Vendor must provide CAA with "proof of receipt" documentation for all bulk fuels that are either picked up by or delivered to the client as required by CAA instructions. Obtain the client's signature for the delivery of fuel on the voucher or provide a delivery ticket to certify date, quality and quantity of bulk fuel deliveries in accordance with local CAA instructions.
 - c. Submit all vouchers and/or delivery tickets, to the local CAA within 60 days of issuance or 30 days after the official end date of the program, whichever comes first to receive payment. Any vouchers or bills that do not have the required delivery information and vouchers/bills that are not submitted within this time frame shall not be paid. Vendors will be paid for the quantity of fuel delivered. Payment adjustments will be made if the quantity delivered is less than the quantity authorized.
 - d. Return to the CAA any/all credits on client accounts from the LIHEAP program, not used by the client for any reason, within 45 days from the date the program closed. Credits and/or refunds should include the following per each application: quantity of fuel refunded; dollar amount of the refund; client name and other identifying information such as client address, account number, transmittal number, application number, and/or voucher number.
- 6. Provide at no cost to the Cabinet, Community Action Kentucky, or the CAA, information on each applicant's energy costs for a twelve (12) month consecutive billing period. The Cabinet or its designee may use these data for the purposes of client outreach and referral, LIHEAP performance management, and meeting state and federal reporting requirements.

The CAA reserves the right to terminate this Vendor Agreement. The CAA reserves the right to reject any price quotes from Vendors.

The Cabinet, CAK and the CAA reserve the right to monitor the implementation of this Agreement by the Vendor.

This agreement will terminate effective immediately upon determination by the CAA that the Vendor is not in compliance with the terms of this agreement. The Vendor will be notified within 10 days of termination.

This contract supersedes all previous Vendor Agreements signed by both parties.

In Witness Whereof, Vendor and CAA, by their duly authorized representative, have caused this Agreement to be executed the dates shown below.

VENDOR:

Clark Energy Coop. Inc.
Business Name

[Redacted]
Federal ID Number

859-744-4251 859-744-4218
Telephone Number Fax Number

2640 Ironworks Rd
Business Address

Crystal Smith
Contact Name

Winchester, KY 40391

csmith@clarkenergy.com

PO Box 748 Winchester, KY 40392

Mailing Address

Email Address

I further understand that giving wrong information on purpose is FRAUD and may result in legal action against me.

Cristel Smith
Vendor Signature

11-9-2020
Date

CAA: Agency Representative: _____

Date Received: _____

Low Income Home Energy Assistance Program (LIHEAP) Vendor Subsidy Agreement

This Agreement entered into by and between Clark Energy Cooperative, Inc. (Vendor) is effective as of _____ (CAA or Agency) and _____

WHEREAS, Title XXVI of the Low Income Home Energy Assistance Act of 1981 (P.L. 97-52) provides for Home Energy Assistance to eligible households; and

WHEREAS, parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

The Vendor shall:

1. Comply with 921 KAR 4:116 Low Income Home Energy Assistance Program
 - a. Provide the Agency with a fixed price in gallons for kerosene, propane or fuel oil, cords of wood, or tons of coal, delivered or picked up by the client. Agency may accept additional units of measurement, but the vendor must provide the conversion to the base units described (gallons for propane, kerosene, and/or fuel oil; cords for wood; tons for coal).
 - b. Allow Agency and authorized federal or state representatives to inspect records upon request: All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by the Cabinet for Health and Family Services (Cabinet) and Community Action Kentucky (CAK) representatives or their delegates, and authorized federal representatives. Such records shall show the amount of home energy delivered to each eligible Household, the amount of payments made for home energy by such eligible Households, the dollar value of credit received on behalf of each eligible household. Records shall be maintained for a period of three (3) years following the termination of this Agreement.
 - c. Maintain records to financial transactions regarding LIHEAP for a period of three (3) years. Vendor must establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records shall be maintained for a period of 3 years following the termination of this Agreement.
 - d. Inform the Agency if information is received that a household has obtained a benefit by misrepresentation. This includes any instances where the Vendor may be aware that a household has been approved for benefits by misrepresentation of the household's situation.
 - e. Provide fuel as specified and at the price quoted to the CAA. Price changes must be submitted in writing to the CAA. Provide services to the account as specified and authorized by the CAA. LIHEAP funds can only be credited to the account authorized.
 - f. Comply with federal and state law pertaining to equal employment opportunity including Equal Employment Opportunity standards.
 - g. Comply with billing procedures established by the Agency.
 - h. Comply with the following provisions when accepting payment from LIHEAP for energy or service
 - i. Reconnect utilities and/or deliver fuel upon certification of payment.
 - ii. A household shall be charged, in the normal billing process, the difference between actual cost of the home energy and amount of payment made through this program. Charge the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the amount of the payment made through this program. Upon request, bulk fuel vendors shall provide a report to the CAA to demonstrate that LIHEAP recipient customers are charged the same as non-LIHEAP customers.
 - iii. A LIHEAP recipient shall be treated the same as a household not receiving benefits. Not treat a Household receiving assistance under the program adversely because of such assistance; and shall agree to charge eligible LIHEAP recipients the price normally charged to a non-eligible household. This includes charging LIHEAP customers only for fees that they would normally charge any/all customers.
 - iv. The household on whose behalf benefits are paid shall not be discriminated against, either in the costs of goods supplied or the services provided. Not discriminate against any certified household in any manner, including terms and conditions of sale, credit, delivery, or price whether in the cost of the goods supplied or the services provided because of such households' participation in LIHEAP.
 - v. A landlord shall not increase the rent of a recipient household due to receipt of a LIHEAP payment. Not increase the household's rent on the basis of receipt of the payment.
2. Provide services under LIHEAP in compliance with Title VI of the Civil Rights Act of 1964, and not discriminate based on the basis of race, color, sex, sexual orientation, gender identity, national origin, physical or mental handicap. Also, the requirement of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via this agreement.
3. Comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service and discrimination in accordance with the Privacy Act of 1974
5. Report any situations that threatens life, health, and safety to the CAA.
6. Delivery of Benefits and Payment Documentation
 - a. Vendor will contact client to arrange delivery

- b. Vendor must provide CAA with "proof of receipt" documentation for all bulk fuels that are either picked up by or delivered to the client as required by CAA instructions. Obtain the client's signature for the delivery of fuel on the voucher or provide a delivery ticket to certify date, quality, and quantity of bulk fuel deliveries in accordance with local CAA instructions.
 - c. Submit all vouchers and/or delivery tickets, to the local CAA within 60 days of issuance or 30 days after the official end date of the program, whichever comes first to receive payment. Any vouchers or bills that do not have the required delivery information and vouchers/bills that are not submitted within this time frame shall not be paid. Vendors will be paid for the quantity of fuel delivered. Payment adjustments will be made if the quantity delivered is less than the quantity authorized
 - d. Return to the CAA any/all credits on client accounts from the LIHEAP program, not used by the client for any reason, within 45 days from the date the program closed. Credits and/or refunds should include the following per each application: quantity of fuel refunded; dollar amount of the refund; client name and other identifying information such as client address, account number, transmittal number, application number, and/or voucher number.
7. Provide at no cost to the Cabinet, Community Action Kentucky, or the CAA, information on each applicant's energy costs for a twelve (12) month consecutive billing period. The Cabinet or its designee may use these data for the purposes of client outreach and referral, LIHEAP performance management, and meeting state and federal reporting requirements.

The CAA reserves the right to terminate this Vendor Agreement. The CAA reserves the right to reject any price quotes from Vendors.

The Cabinet, CAK and the CAA reserve the right to monitor the implementation of this Agreement by the Vendor.

Vendor acknowledges that: a) the terms of this Agreement are subject to the terms of LIHEAP contracts with the Cabinet and applicable Federal agency (collectively, the "Contracts), b) that if vendor requirements under such Contracts change, this could necessitate a change in the terms of this Agreement ("Change(s)"), c) that Agency will provide prompt notice of the Change(s) as soon as practical but may not be able provide than a few days' notice due to the fiscal periods of such Contracts differing from the term of this Agreement. If Vendor does not agree to the Change(s), Vendor shall notify Agency in writing within 10 days after receipt of Agency's notice of the Change(s) and this Agreement shall terminate.

This agreement will terminate effective immediately upon determination by the CAA that the Vendor is not in compliance with the terms of this agreement. The Vendor will be notified within 10 days of termination.

This contract supersedes all previous Vendor Agreements signed by both parties.

In Witness Whereof, Vendor and CAA, by their duly authorized representative, have caused this Agreement to be executed the dates shown below.

VENDOR:

Clark Energy Cooperative, Inc
Business Name

[Redacted]

859-744-4251 859-744-4218
Telephone Number Fax Number

2040 Ironworks Rd
Business Address

Crystal Smith
Contact Name

PO Box 748 Winchester, KY 40392
Mailing Address

vouchers@clarkenergy.com
Email Address

I further understand that giving wrong information on purpose is FRAUD and may result in legal action against me.

Crystal Smith
Vendor Signature

11-22-2021
Date

CAA: Agency Representative: _____

Date Received: _____



September 27, 2022

*Emailed
10/2/22
to Traci
Woosley*

Dear Sir/Madam:

Re: Low-Income Home Energy Assistance Program (LIHEAP)

Enclosed please find information on how to become a vendor with Community Action Council for the purpose of providing energy assistance to low-income households in Lexington-Fayette, Bourbon, Harrison and Nicholas Counties for the 2022-2023 heating season.

In order to become a registered vendor, please complete and return the enclosed LIHEAP Vendor Agreement. Please keep a copy of the LIHEAP Vendor Agreement and the LIHEAP Vendor Information Sheet for your records.

Return one copy of the signed LIHEAP Vendor Agreement to:

Adria Johnson
Community Action Council
P.O. Box 11610
Lexington, KY 40576

Please note that without a signed LIHEAP Vendor Agreement you cannot participate in LIHEAP. If you have questions, please contact me at (859) 233-4600 ext. 2005 or adria.johnson@commaction.org.

Sincerely,

A handwritten signature in black ink that reads "Patricia Shobe". The signature is written in a cursive style with a large, looped initial "P".

Patricia Shobe
Manager Emergency Services
859-233-4600 x 2030
Fax: 859-244-2261

Enclosure(s)

2.7 Appendix

Low Income Home Energy Assistance Program (LIHEAP) Vendor Agreement

This Agreement entered into by and between Clark Energy Cooperative, Inc. CAA or Agency) and Community Action Council (Vendor) is effective as of _____

WHEREAS, Title XXVI of the Low Income Home Energy Assistance Act of 1981 (P.L. 97-52) provides for Home Energy Assistance to eligible households; and

WHEREAS, parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

The Vendor shall:

1. Comply with 921 KAR 4:116 Low Income Home Energy Assistance Program
 - a. Provide the Agency with a fixed price in gallons for kerosene, propane or fuel oil, cords of wood, or tons of coal, delivered or picked up by the client. Agency may accept additional units of measurement, but the vendor must provide the conversion to the base units described (gallons for propane, kerosene, and/or fuel oil; cords for wood; tons for coal).
 - b. Allow Agency and authorized federal or state representatives to inspect records upon request: All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by the Cabinet for Health and Family Services (Cabinet) and Community Action Kentucky (CAK) representatives or their delegates, and authorized federal representatives. Such records shall show the amount of home energy delivered to each eligible Household, the amount of payments made for home energy by such eligible Households, the dollar value of credit received on behalf of each eligible household. Records shall be maintained for a period of three (3) years following the termination of this Agreement.
 - c. Maintain records to financial transactions regarding LIHEAP for a period of three (3) years. Vendor must establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records shall be maintained for a period of 3 years following the termination of this Agreement.
 - d. Inform the Agency if information is received that a household has obtained a benefit by misrepresentation. This includes any instances where the Vendor may be aware that a household has been approved for benefits by misrepresentation of the household's situation.
 - e. Provide fuel as specified and at the price quoted to the CAA. Price changes must be submitted in writing to the CAA. Provide services to the account as specified and authorized by the CAA. LIHEAP funds can only be credited to the account authorized.
 - f. Comply with federal and state law pertaining to equal employment opportunity including Equal Employment Opportunity standards.
 - g. Comply with billing procedures established by the Agency.
 - h. Comply with the following provisions when accepting payment from LIHEAP for energy or service
 - i. Reconnection of utilities and delivery of fuel during a crisis component shall be accomplished upon certification for payment. Reconnect utilities and/or deliver fuel upon certification of payment.
 - ii. A household shall be charged, in the normal billing process, the difference between actual cost of the home energy and amount of payment made through this program. Charge the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the amount of the payment made through this program. Upon request, bulk fuel vendors shall provide a report to the CAA to demonstrate that LIHEAP recipient customers are charged the same as non-LIHEAP customers.
 - iii. A LIHEAP recipient shall be treated the same as a household not receiving benefits. Not treat a Household receiving assistance under the program adversely because of such assistance; and shall agree to charge eligible LIHEAP recipients the price normally charged to a non-eligible household. This includes charging LIHEAP customers only for fees that they would normally charge any/all customers.
 - iv. The household on whose behalf benefits are paid shall not be discriminated against, either in the costs of goods supplied or the services provided. Not discriminate against any certified household in any manner, including terms and conditions of sale, credit, delivery, or price whether in the cost of the goods supplied or the services provided because of such households' participation in LIHEAP.
 - v. A landlord shall not increase the rent of a recipient household due to receipt of a LIHEAP payment. Not increase the household's rent on the basis of receipt of the payment.
 - i. Time Standards: Under a crisis or cooling component, benefits shall be authorized so that a Crisis situation is resolved within forty-eight (48) hours; or Life-threatening situation is resolved within eighteen (18) hours. Whereby a vendor cannot or will not deliver fuel within the required time period, the vendor agrees to notify the local CAA office immediately. If for any reason the fuel is not delivered in the timeframe, the CAA may declare the voucher null and void and will not be responsible for payment.

2. Provide services under LIHEAP in compliance with Title VI of the Civil Rights Act of 1964, and not discriminate based on the basis of race, color, sex, sexual orientation, gender identity, national origin, physical or mental handicap. Also, the requirement of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via this agreement.
3. Comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service and discrimination in accordance with the Privacy Act of 1974
4. Report any situations that threatens life, health, and safety to the CAA.
5. Delivery of Benefits and Payment Documentation
 - a. Vendor will contact client to arrange delivery
 - b. Vendor must provide CAA with "proof of receipt" documentation for all bulk fuels that are either picked up by or delivered to the client as required by CAA instructions. Obtain the client's signature for the delivery of fuel on the voucher or provide a delivery ticket to certify date, quality, and quantity of bulk fuel deliveries in accordance with local CAA instructions.
 - c. Submit all vouchers and/or delivery tickets, to the local CAA within 60 days of issuance or 30 days after the official end date of the program, whichever comes first to receive payment. Any vouchers or bills that do not have the required delivery information and vouchers/bills that are not submitted within this time frame shall not be paid. Vendors will be paid for the quantity of fuel delivered. Payment adjustments will be made if the quantity delivered is less than the quantity authorized.
 - d. Return to the CAA any/all credits on client accounts from the LIHEAP program, not used by the client for any reason, within 45 days from the date the program closed. Credits and/or refunds should include the following per each application: quantity of fuel refunded; dollar amount of the refund; client name and other identifying information such as client address, account number, transmittal number, application number, and/or voucher number.
6. Provide at no cost to the Cabinet, Community Action Kentucky, or the CAA, information on each applicant's energy costs for a twelve (12) month consecutive billing period. The Cabinet or its designee may use these data for the purposes of client outreach and referral, LIHEAP performance management, and meeting state and federal reporting requirements.

The CAA reserves the right to terminate this Vendor Agreement. The CAA reserves the right to reject any price quotes from Vendors.

The Cabinet, CAK and the CAA reserve the right to monitor the implementation of this Agreement by the Vendor.

Vendor acknowledges that: a) the terms of this Agreement are subject to the terms of LIHEAP contracts with the Cabinet and applicable Federal agency (collectively, the "Contracts"), b) that if vendor requirements under such Contracts change, this could necessitate a change in the terms of this Agreement ("Change(s)"), c) that Agency will provide prompt notice of the Change(s) as soon as practical but may not be able provide than a few days' notice due to the fiscal periods of such Contracts differing from the term of this Agreement. If Vendor does not agree to the Change(s), Vendor shall notify Agency in writing within 10 days after receipt of Agency's notice of the Change(s) and this Agreement shall terminate.

This agreement will terminate effective immediately upon determination by the CAA that the Vendor is not in compliance with the terms of this agreement. The Vendor will be notified within 10 days of termination.

This contract supersedes all previous Vendor Agreements signed by both parties.

In Witness Whereof, Vendor and CAA, by their duly authorized representative, have caused this Agreement to be executed the dates shown below.

VENDOR:

Clark Energy Cooperative, Inc _____
Business Name

859-744-4251 859-744-4218
Telephone Number Fax Number

2640 Ironworks Rd
Business Address

Crystal Smith
Contact Name

PO Box 748 Winchester, KY 40392
Mailing Address

vouchers@clarkenergy.com
Email Address

I further understand that giving wrong information on purpose is FRAUD and may result in legal action against me.

Crystal Smith
Vendor Signature

10-12-2022
Date

CAA: Agency Representative: _____
2. Vendor Recruitment LIHEAP 21/22

Date Received: _____



Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.
P.O. Box 11610 • Lexington, KY 40576
859.233.4600 • 1.800.244.2275 • www.commaction.org

October 2, 2023

*Emailed
10/12/23*

Dear Sir/Madam:

Re: Low-Income Home Energy Assistance Program (LIHEAP)

Enclosed please find information on how to become a vendor with Community Action Council for the purpose of providing energy assistance to low-income households in Lexington-Fayette, Bourbon, Harrison and Nicholas Counties for the 2022-2023 heating season.

In order to become a registered vendor, please complete and return the enclosed LIHEAP Vendor Agreement. Please keep a copy of the LIHEAP Vendor Agreement and the LIHEAP Vendor Information Sheet for your records.

Return one copy of the signed LIHEAP Vendor Agreement to:

Adria Johnson
Community Action Council
P.O. Box 11610
Lexington, KY 40576

Please note that without a signed LIHEAP Vendor Agreement you cannot participate in LIHEAP. If you have questions, please contact Adria Johnson at (859) 233-4600 ext. 2005 or adria.johnson@commaction.org.

Sincerely,

A handwritten signature in black ink that reads "Brittany Rice".

Brittany Rice
Manager Emergency Services
859-233-4600 x 2030
Fax: 859-244-2261

Enclosure(s)

2.7 Appendix

Low Income Home Energy Assistance Program (LIHEAP) Vendor Agreement

This Agreement entered into by and between _____ (CAA or Agency) and Clark Energy Coop Inc (Vendor) is effective as of 10-11-2023

WHEREAS Title XXVI of the Low Income Home Energy Assistance Act of 1981 (P.L. 97-52) provides for Home Energy Assistance to eligible households; and

WHEREAS parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

The Vendor shall:

1. Comply with 921 KAR 4:116 Low Income Home Energy Assistance Program
 - a. Provide the Agency with a fixed price in gallons for kerosene, propane or fuel oil, cords of wood, or tons of coal, delivered or picked up by the client. Agency may accept additional units of measurement, but the vendor must provide the conversion to the base units described (gallons for propane, kerosene, and/or fuel oil; cords for wood; tons for coal).
 - b. Allow Agency and authorized federal or state representatives to inspect records upon request: All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by the Cabinet for Health and Family Services (Cabinet) and Community Action Kentucky (CAK) representatives or their delegates, and authorized federal representatives. Such records shall show the amount of home energy delivered to each eligible Household, the amount of payments made for home energy by such eligible Households, the dollar value of credit received on behalf of each eligible household. Records shall be maintained for a period of three (3) years following the termination of this Agreement.
 - c. Maintain records to financial transactions regarding LIHEAP for a period of three (3) years. Vendor must establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records shall be maintained for a period of 3 years following the termination of this Agreement.
 - d. Inform the Agency if information is received that a household has obtained a benefit by misrepresentation. This includes any instances where the Vendor may be aware that a household has been approved for benefits by misrepresentation of the household's situation.
 - e. Provide fuel as specified and at the price quoted to the CAA. Price changes must be submitted in writing to the CAA. Provide services to the account as specified and authorized by the CAA. LIHEAP funds can only be credited to the account authorized.
 - f. Comply with federal and state law pertaining to equal employment opportunity including Equal Employment Opportunity standards.
 - g. Comply with billing procedures established by the Agency.
 - h. Comply with the following provisions when accepting payment from LIHEAP for energy or service
 - i. Reconnection of utilities and delivery of fuel during a crisis component shall be accomplished upon certification for payment. Reconnect utilities and/or deliver fuel upon certification of payment.
 - ii. A household shall be charged, in the normal billing process, the difference between actual cost of the home energy and amount of payment made through this program. Charge the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the amount of the payment made through this program. Upon request, bulk fuel vendors shall provide a report to the CAA to demonstrate that LIHEAP recipient customers are charged the same as non-LIHEAP customers.
 - iii. A LIHEAP recipient shall be treated the same as a household not receiving benefits. Not treat a Household receiving assistance under the program adversely because of such assistance; and shall agree to charge eligible LIHEAP recipients the price normally charged to a non-eligible household. This includes charging LIHEAP customers only for fees that they would normally charge any/all customers.
 - iv. The household on whose behalf benefits are paid shall not be discriminated against, either in the costs of goods supplied or the services provided. Not discriminate against any certified household in any manner, including terms and conditions of sale, credit, delivery, or price whether in the cost of the goods supplied or the services provided because of such households' participation in LIHEAP.
 - v. A landlord shall not increase the rent of a recipient household due to receipt of a LIHEAP payment. Not increase the household's rent on the basis of receipt of the payment.
 - i. Time Standards: Under a crisis or cooling component, benefits shall be authorized so that a Crisis situation is resolved within forty-eight (48) hours; or Life-threatening situation is resolved within eighteen (18) hours. Whereby a vendor cannot or will not deliver fuel within the required time period, the vendor agrees to notify the local CAA office immediately. If for any reason the fuel is not delivered in the timeframe, the CAA may declare the voucher null and void and will not be responsible for payment.

2. Provide services under LIHEAP in compliance with Title VI of the Civil Rights Act of 1964, and not discriminate based on the basis of race, color, sex, sexual orientation, gender identity, national origin, physical or mental handicap. Also, the requirement of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via this agreement.
3. Comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service and discrimination in accordance with the Privacy Act of 1974
4. Report any situations that threatens life, health, and safety to the CAA.
5. Delivery of Benefits and Payment Documentation
 - a. Vendor will contact client to arrange delivery
 - b. Vendor must provide CAA with "proof of receipt" documentation for all bulk fuels that are either picked up by or delivered to the client as required by CAA instructions. Obtain the client's signature for the delivery of fuel on the voucher or provide a delivery ticket to certify date, quality, and quantity of bulk fuel deliveries in accordance with local CAA instructions.
 - c. Submit all vouchers and/or delivery tickets, to the local CAA within 60 days of issuance or 30 days after the official end date of the program, whichever comes first to receive payment. Any vouchers or bills that do not have the required delivery information and vouchers/bills that are not submitted within this time frame shall not be paid. Vendors will be paid for the quantity of fuel delivered. Payment adjustments will be made if the quantity delivered is less than the quantity authorized.
 - d. Return to the CAA any/all credits on client accounts from the LIHEAP program, not used by the client for any reason, within 45 days from the date the program closed. Credits and/or refunds should include the following per each application: quantity of fuel refunded; dollar amount of the refund; client name and other identifying information such as client address, account number, transmittal number, application number, and/or voucher number.
6. Provide at no cost to the Cabinet, Community Action Kentucky, or the CAA, information on each applicant's energy costs for a twelve (12) month consecutive billing period. The Cabinet or its designee may use these data for the purposes of client outreach and referral, LIHEAP performance management, and meeting state and federal reporting requirements.

The CAA reserves the right to terminate this Vendor Agreement. The CAA reserves the right to reject any price quotes from Vendors.

The Cabinet, CAK and the CAA reserve the right to monitor the implementation of this Agreement by the Vendor.

Vendor acknowledges that: a) the terms of this Agreement are subject to the terms of LIHEAP contracts with the Cabinet and applicable Federal agency (collectively, the "Contracts), b) that if vendor requirements under such Contracts change, this could necessitate a change in the terms of this Agreement ("Change(s)"), c) that Agency will provide prompt notice of the Change(s) as soon as practical but may not be able provide than a few days' notice due to the fiscal periods of such Contracts differing from the term of this Agreement. If Vendor does not agree to the Change(s), Vendor shall notify Agency in writing within 10 days after receipt of Agency's notice of the Change(s) and this Agreement shall terminate.

This agreement will terminate effective immediately upon determination by the CAA that the Vendor is not in compliance with the terms of this agreement. The Vendor will be notified within 10 days of termination.

This contract supersedes all previous Vendor Agreements signed by both parties.

In Witness Whereof, Vendor and CAA, by their duly authorized representative, have caused this Agreement to be executed the dates shown below.

VENDOR:

Clark Energy Cooperative Inc
Business Name

[Redacted]
Federal ID Number

800-992-3269
Telephone Number

[Redacted]
Fax Number

2640 Ironworks Rd Winchester, KY 40391
Business Address

Crystal Smith
Contact Name

PO Box 748 Winchester, KY 40392
Mailing Address

vouchers@clarkenergy.com
Email Address

I further understand that giving wrong information on purpose is FRAUD and may result in legal action against me.

Crystal Smith
Vendor Signature

10-11-2023
Date

CAA: Agency Representative: _____
2. Vendor Recruitment LIHEAP 21/22

Date Received: _____
Page 60 of 109

CLARK ENERGY COOPERATIVE, INC.
PSC CASE NO. 2023-00005
RESPONSE TO REQUEST FOR INFORMATION

PSC'S REQUEST FOR INFORMATION DATED 10/13/23

REQUEST 2

RESPONSIBLE PARTY: Billy (Brian) Frasure

Request 2. Refer to Clark Energy's Motion for Rehearing, Reconsideration, and Clarification, page 3, regarding the allegation that a customer's account was already credited.

- a. Explain the reason for the transfer and transfer back to the original account.
- b. Provide any documentation regarding these transfers, including any communications or notes from communications with either customer.

Response 2a. The balance of \$387.34 was transferred from [REDACTED] account to [REDACTED] account on September 17, 2020. This transfer occurred due to [REDACTED] receiving an energy assistance voucher for the service location in [REDACTED] name. [REDACTED] lived at this service location.

After the transfer that occurred on September 17, 2020, [REDACTED] established a new service in her name at a different service location. [REDACTED] new service began on September 18, 2020. Clark Energy transferred the balance of \$387.34 back to [REDACTED] newly established account on September 21, 2020, plus the remaining account balance in the amount of \$95.03. The remaining balance was transferred to [REDACTED] new account due to [REDACTED] previously living at the service location in [REDACTED] name.

Clark Energy has discovered that the spreadsheet attachment submitted as part of its response to Staff's First Request for Information issued on March 15, 2023, should be amended. The spreadsheet provided indicates that [REDACTED] paid the \$387.34 transferred balance. However, [REDACTED] did not pay the \$387.34 that was transferred to her account. The balance was transferred to [REDACTED]; however, the balance was transferred back to [REDACTED] before any payment was made.

Clark also feels it necessary to bring to the Commissions attention that both transactions were included in the Appendix to its Order issued on August 02, 2023. The transfer to [REDACTED] account in the amount of \$387.34 was ordered to be refunded, and the transfer back to [REDACTED] account in the amount of \$482.37 (\$387.34 + 95.03) was also ordered to be refunded. Refunding both transfers would result in Clark Energy issuing a \$387.34 duplicate refund. In addition, the original amount of \$387.34 was incurred by [REDACTED] on her own account. Even though this amount was transferred to [REDACTED] account, it was transferred back to the new account established by [REDACTED], the original debtor, prior to the balance being paid by [REDACTED]. Neither individual should be refunded any portion of the outstanding balance since it was not paid by [REDACTED] and [REDACTED] is the account holder that incurred the original debt.

Response 2b. Please see attached for the account notes.

Created by: bfrasure - 11/01/2023 09:18:40 AM EDT

Notes: [Redacted] Cust#: [Redacted]

Provider Level | Set Aside |

Note Level	Note Type	Create...	Expire Dt	Customer	Account	Serv Loc #	Severity
[Redacted]	[Redacted]	05/18/20	12/18/20	[Redacted]	[Redacted]	[Redacted]	CR8

Note Type:
 Create Date: 05/18/2020

Expire Date: 12/18/2020

Severity: Expiration Date Check

	User ID	User Name	Update Date
1e0.00 TO	205	CR8	05/18/2020
2047113 THAT WILL NEED TO BE XFERRED AND PAYMENT ARRANGEMENT	205	CR8	05/18/2020
SET UP. SHE [Redacted] TO PAY 200.00 FOR DEPOSIT AND SCME	205	CR8	05/18/2020
ON OLD BILL BEFORE TRANSFERRED	205	CR8	05/18/2020

Add | Delete | Related

Copy | Notes Tran History

Save | Print

CLARK ENERGY COOPERATIVE, INC.
PSC CASE NO. 2023-00005
RESPONSE TO REQUEST FOR INFORMATION

PSC'S REQUEST FOR INFORMATION DATED 10/13/23

REQUEST 3

RESPONSIBLE PARTY: Billy (Brian) Frasure

Request 3. Refer to Clark Energy's Motion for Rehearing, Reconsideration and Clarification, page 3, regarding the allegation that a customer was a joint account holder on a delinquent account and Clark Energy's current tariff, Sheet No. 7.

a. Provide a copy of any application or contract signed by any joint account holder Clark Energy alleges should not receive a refund or credit due to an unpaid balance.

b. State why the joint account holder(s) referenced in Clark Energy's response to request 3(a) above was made a joint account holder and why the transfer to his or her account was made before he or she became a joint account holder.

Response 3a. Please see attached Application for Membership and/or for Electric Service in which Randy and Ruth Smith signed as joint account holders.

Response 3b. The balance transfer that occurred originally on December 12, 2019 was a transfer from an account that was in [REDACTED] name to [REDACTED]. However, the account that was in Ruth Smith's name had previously been held jointly by [REDACTED]. There was a written off balance on this joint account in the amount of \$389.56.

[REDACTED] disconnected the account on November 23, 2019 and [REDACTED] became the account holder on the same day. Clark transferred the written off balance from Ruth Smith's account

(previously held jointly with [REDACTED]) to [REDACTED] account then to [REDACTED] new account since he was the joint account holder on the delinquent account.

CLARK RURAL ELECTRIC COOPERATIVE CORPORATION

APPLICATION FOR MEMBERSHIP AND/OR FOR ELECTRIC SERVICE

Account #: _____ Existing Member #: _____ New Member #: _____

Member's Name: _____

Mailing Address: Highway 15 Rt 1 Box 4260
Clarin City Ky 40312 Phone #: _____

Spouse's Name: _____

Member's S.S.#: _____ Spouse's S.S.#: _____

Member's Employer: Winchester Clothing Spouse's Employer: _____

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

1. The applicant will pay or has paid to the Cooperative the sum of ten dollars (\$10.00) which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee.
2. 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. Applicant understands that failure to do so will be 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, Applicant agrees to pay all attorneys fees and court costs incurred as a result of the Applicant's breach. Applicant understands that the Cooperative's monthly rates will be fixed by the Kentucky Public Service Commission and/or the Board of Directors.
3. The Applicant will cause his or her premises to be wired in accordance with wiring specifications required by the State of Kentucky and/or local codes.
4. The Applicant will comply with and be bound by all of the provisions of this agreement, the charter and by-laws 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 any of the provisions of this agreement and/or fails or refuses to comply with the charter and by-laws of the Cooperative or its rules, regulations and policies.

5. Without being paid compensation therefore, the undersigned/applicant shall grant, transfer, convey and give to the Cooperative a perpetual easement and right and privilege of free access over, across and through the land and premises of the undersigned/applicant to erect, construct, install, place, locate and build, and thereafter use, operate, inspect, repair, maintain, service, replace and move its electric distribution system, new or existing lines of any type, wires, poles, anchors or other appurtenant parts thereof. The undersigned/applicant specifically grants to the Cooperative the right to connect to and hook up to any existing service and/or service line and/or service facility of any type that might be located on applicant's land for the purpose of providing and/or extending electric service of any type to another member of the Cooperative. The undersigned/applicant grants to the Cooperative the right and privilege to cut down and/or treat with herbicides any and all trees and bushes which are of such height and located in such proximity to the Cooperative's distribution lines that in falling may interfere with and/or create a hazard to the operation of said lines. All service lines supplying applicant with electric energy and all switches, meters, appliances and equipment constructed or installed by the Cooperative on said property shall be the sole property of the Cooperative. The Cooperative shall have the right to remove its electric distribution system of any type and all appurtenant parts thereof upon discontinuance of service for any reason. Provided, however, upon cancellations of the contract for electric service set forth herein, the perpetual easement and right and privilege of access granted by the provisions of this paragraph shall remain in full force and effect. I hereby certify to the Cooperative that I _____ am _____ am not the owner of the land and premises referred to herein and over which the Cooperative's electric distribution system facilities will be placed. If Applicant is not the owner of the property, the property owner is:

Name: _____

Address: _____

6. Acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative as specified in the Cooperative By-laws.

Subscribed and sworn to before me this 22 day of

Sept, 19 87

Date 9-22-, 19 87

Juanita C. Roney
NOTARY PUBLIC

Applicant's Signature

My Commission expires _____ Commission Expires August 7, 1990

Spouse's Signature

CLARK RURAL ELECTRIC COOPERATIVE CORPORATION

APPLICATION FOR MEMBERSHIP AND/OR FOR ELECTRIC SERVICE

Account #: _____ Existing Member #: _____ New Member #: _____
 Member's Name: _____
 Mailing Address: 9/2 _____ 1270 West Lone Oak Rd
Clark City, Ky - 40312 Phone #: none
 Spouse's Name: _____
 Member's S.S.#: _____ Spouse's S.S.#: u
 Member's Employer: CMS Spouse's Employer: Hest Shaffner Meek

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

1. The applicant will pay or has paid to the Cooperative the sum of ten dollars (\$10.00) which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee.
2. 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. Applicant understands that failure to do so will be 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, Applicant agrees to pay all attorneys fees and court costs incurred as a result of the Applicant's breach. Applicant understands that the Cooperative's monthly rates will be fixed by the Kentucky Public Service Commission and/or the Board of Directors.
3. The Applicant will cause his or her premises to be wired in accordance with wiring specifications required by the State of Kentucky and/or local codes.
4. The Applicant will comply with and be bound by all of the provisions of this agreement, the charter and by-laws 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 any of the provisions of this agreement and/or fails or refuses to comply with the charter and by-laws of the Cooperative or its rules, regulations and policies.

5. Without being paid compensation therefore, the undersigned/applicant shall grant, transfer, convey and give to the Cooperative a perpetual easement and right and privilege of free access over, across and through the land and premises of the undersigned/applicant to erect, construct, install, place, locate and build, and thereafter use, operate, inspect, repair, maintain, service, replace and move its electric distribution system, new or existing lines of any type, wires, poles, and anchors or other appurtenant parts thereof. The undersigned/applicant specifically grants to the Cooperative the right to connect to and hook up to any existing service and /or service line and/or service facility of any type that might be located on applicant's land for the purpose of providing and/or extending electric service of any type to another member of the Cooperative. The undersigned/applicant grants to the Cooperative the right and privilege to cut down and/or treat with herbicides any and all trees and bushes which are of such height and located in such proximity to the Cooperative's distribution lines that in falling may interfere with and/or create a hazard to the operation of said lines. All service lines supplying applicant with electric energy and all switches, meters, appliances and equipment constructed or installed by the Cooperative on said property shall be the sole property of the Cooperative. The Cooperative shall have the right to remove its electric distribution system of any type and all appurtenant parts thereof upon discontinuance of service for any reason. Provided, however, upon cancellations of the contract for electric service set forth herein, the perpetual easement and right and privilege of access granted by the provisions of this paragraph shall remain in full force and effect. I hereby certify to the Cooperative that I am _____ am not the owner of the land and premises referred to herein and over which the Cooperative's electric distribution system facilities will be placed. If Applicant is not the owner of the property, the property owner is:

Name: _____
 Address: _____

6. Acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative as specified in the Cooperative By-laws.

Subscribed and sworn to before me this 6th day of

August 19 90
[Signature]
 NOTARY PUBLIC

My Commission expires: 12-16-93

Date 8-6, 19 90

Spouse's Signature _____

CLARK RURAL ELECTRIC COOPERATIVE CORPORATION

APPLICATION FOR MEMBERSHIP AND/OR FOR ELECTRIC SERVICE

Account #: _____ Existing Member #: _____ New Member #: _____

Member's Name: _____

Mailing Address: Rt 1 Box 426D

Clay City, Ky Phone #: 603-2395 or 5613

Spouse's Name: _____

Member's S.S.#: _____ Spouse's S.S.#: u

Member's Employer: CMS Spouse's Employer: Hart Schaffner Marx

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

1. The applicant will pay or has paid to the Cooperative the sum of ten dollars (\$10.00) which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee.
2. 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. Applicant understands that failure to do so will be 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, Applicant agrees to pay all attorneys fees and court costs incurred as a result of the Applicant's breach. Applicant understands that the Cooperative's monthly rates will be fixed by the Kentucky Public Service Commission and/or the Board of Directors.
3. The Applicant will cause his or her premises to be wired in accordance with wiring specifications required by the State of Kentucky and/or local codes.
4. The Applicant will comply with and be bound by all of the provisions of this agreement, the charter and by-laws 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 any of the provisions of this agreement and/or fails or refuses to comply with the charter and by-laws of the Cooperative or its rules, regulations and policies.

5. Without being paid compensation therefore, the undersigned/applicant shall grant, transfer, convey and give to the Cooperative a perpetual easement and right and privilege of free access over, across and through the land and premises of the undersigned/applicant to erect, construct, install, place, locate and build, and thereafter use, operate, inspect, repair, maintain, service, replace and move its electric distribution system, new or existing lines of any type, wires, poles, anchors or other appurtenant parts thereof. The undersigned/applicant specifically grants to the Cooperative the right to connect to and hook up to any existing service and /or service line and/or service facility of any type that might be located on applicant's land for the purpose of providing and/or extending electric service of any type to another member of the Cooperative. The undersigned/applicant grants to the Cooperative the right and privilege to cut down and/or treat with herbicides any and all trees and bushes which are of such height and located in such proximity to the Cooperative's distribution lines that in falling may interfere with and/or create a hazard to the operation of said lines. All service lines supplying applicant with electric energy and all switches, meters, appliances and equipment constructed or installed by the Cooperative on said property shall be the sole property of the Cooperative. The Cooperative shall have the right to remove its electric distribution system of any type and all appurtenant parts thereof upon discontinuance of service for any reason. Provided, however, upon cancellations of the contract for electric service set forth herein, the perpetual easement and right and privilege of access granted by the provisions of this paragraph shall remain in full force and effect. I hereby certify to the Cooperative that I am am not the owner of the land and premises referred to herein and over which the Cooperative's electric distribution system facilities will be placed. If Applicant is not the owner of the property, the property owner is:

Name: _____

Address: _____

6. Acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative as specified in the Cooperative By-laws.

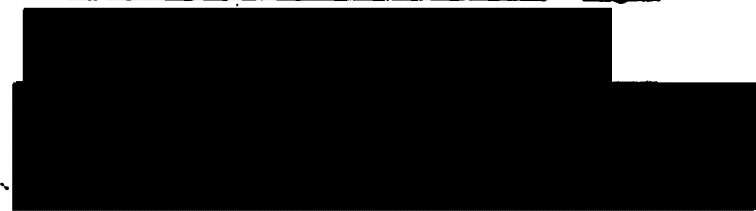
Subscribed and sworn to before me this 11th day of

May, 1990.

[Signature]
NOTARY PUBLIC

My Commission expires: 10-16-93

Date 5-11, 19 90



APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE



The undersigned (hereinafter called the "Applicant"), hereby applies for membership in, and agrees to purchase electric energy from, Clark Rural Electric Cooperative Corporation (hereinafter called the "Association"), upon the following terms and conditions:

1. The Applicant will pay to the Association the sum of \$10.00 which, if this application is accepted by the Association, will constitute the Applicant's membership fee. The Applicant expressly agrees that the Association may prior to the acceptance of this application, use the \$10.00 for the development of a rural electrification project. If the Association is unable to obtain a loan from the Rural Electrification Administration to finance the construction of such a project, the Applicant agrees that only so much of the \$10.00 as has not been expended for development expenses will be returned to him. If the Association succeeds in establishing a rural electrification project but is unable to furnish service to the Applicant the sum of \$10.00 will be returned to the Applicant.

2. The Applicant will, when electric energy becomes available, purchase from the Association all electric energy used on the premises described below and will pay therefor monthly at rates which will be fixed by the Board of Directors of the Association. The cost of a subscription to RURAL KENTUCKIAN magazine is paid for as a part of the cost of electric service.

3. The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the Association. The Applicant's house is approximately _____ feet from the proposed distribution line of the Association, or from the road.

4. The applicant will comply with and be bound by the provisions of the Charter and By-laws of the Association and such rules and regulations as may, from time, to time, be adopted by the Association.

The acceptance of this application by the Association shall constitute an agreement between the Applicant and the Association, and the contract for electric service shall continue in force for 5 years from the date service is made available by the Association to the Applicant, and thereafter until cancelled by at least 30 days written notice by either party to the other.

Dated 6-10 19 80

WITNESS J.R.

WITNESS _____

By-Laws Issued yes.

Date _____ 19 _____

The above membership accepted this _____ day of _____ 19 _____

Clark Rural Electric Cooperative Corporation

By _____

Applicant's Wife-If Joint
Rt 1 Box 426 Clay City
Post Office Address

LAND DESCRIPTION:
_____ located on the
side of the _____
Road approximately _____ miles from
_____, Kentucky [N-E-S-W]

Owner _____

Address _____