

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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OCT 15 2013
PUBLIC SERVICE
COMMISSION

In the Matter of:

Donald B. and Kimberly A. Niergarth)

v.)

Case No. 2013-00309

Northern Kentucky Water District)

RESPONSE OF NORTHERN KENTUCKY WATER DISTRICT

Northern Kentucky Water District (Northern), by counsel, submits the following response to the Commission's order of October 4, 2013.

The District's tariff, consistent with tariffs of other water utilities, provides that all customers must complete an application for service:

Section IA (7) "Customer" shall mean any owner, legal occupant or lessee who is to be the occupant or party responsible for payment for the water service of existing premises who shall **file application** for water service to such premises.

This tariff was submitted for approval in Case No. 2010-00094. Approval of the tariff was included in the final order in that case dated January 7, 2011, page 27:

In its application, NKWD proposed several minor revisions to its existing rules and regulations. We find these revisions are reasonable and grant our approval.

There was no requirement in the order approving the tariff that the application be part of the tariff. Copies of the application forms are attached. Similar tariffs of other utilities require the completion of an application, yet have no application form in the tariff. For example, see the tariffs for Kentucky American Water Company, Owen Electric Cooperative, Bluegrass Gas Company, Adair County Water District, Hardin County Water District #2 and Farmdale Water District.

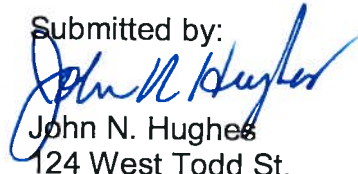
Northern relied on the Commission's order accepting the tariff without inclusion of the application form and on the acceptance by the Commission of similar tariffs. The essence of fairness in administrative matters is the ability to know the issues and to provide evidence in support of the issues. "A party is entitled, of course, to know the issues on which decision will turn and to be apprised of the factual material on which the agency relies for decision so that he may rebut it. Indeed, the Due Process Clause forbids any agency to use evidence in a way that forecloses an opportunity to offer a contrary presentation." Utility Regulatory Commission v. Kentucky Water Service Co., Inc., Ky. App., 642 S.W.2d 591, 593 (1982). Until the Commission issued the order in this case, Northern had no knowledge of any interpretation of the regulations, except as reflected in the approved tariffs.

Further supporting the validity of Northern's tariff, Navitas Ky NG received approval on March 11, 2011, just a few months after the approval of Northern's. Its tariff, refers to the completion of an application form for service, yet no form is included with the tariff. Northern asserts that there is no requirement for the application to be included in the tariff and that the Commission has consistently over a period of many years accepted and enforced tariffs similar to Northern's. This pattern of approval of

tariffs similar to Northern's substantiates the validity of Northern's tariff and its implementation.

Should the Commission determine that Northern's tariff is not in compliance with applicable regulations, Northern requests the opportunity to respond to the legal issues applicable to the issue.

Submitted by:



John N. Hughes

124 West Todd St.

Frankfort, KY 40601

inhughes@fewpb.net

(no fax)

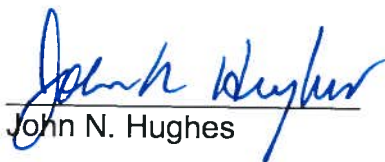
502 227 7270

Attorney for Northern Kentucky

Water District

Certification:

I certify that a copy of this answer was mailed first class to Donald B. and Kimberly A. Niergarth, 10706 Kimberly Dr., Union, KY 41091 the 15th day of October, 2013.



John N. Hughes

Customer's Instructions for New Service Application

Please contact Customer Service at 859-578-9898 with any questions

DO's

- 🔊 *Fill out the form completely and sign with an actual signature, **the water cannot be turned on until NKWD receives the completed form***
- 🔊 *Provide NKWD as much notice as possible regarding the date you want the water turned on, NKWD requires **a minimum 1 business days notification** for all turn on requests*
- 🔊 *Call Customer Service to verify your faxed form has been received*
- 🔊 *If a lease and ID are required to start service, please bring these documents into our main office located at 2835 Crescent Springs Rd., Erlanger, Kentucky 41018*
- 🔊 *Notify NKWD if you need to cancel service. You will be held responsible for all charges until such notice is received and a final reading is obtained by the District. All requests for disconnection of service must be made at least 1 business day in advance. You may cancel service by contacting our customer service department M-F 8AM-5PM at 859-578-9898 or fill out our stop service form located on our web page at:
<http://www.nkywater.org/serviceturnoff.html>*

DON'Ts

- 🔊 *Don't send in an incomplete form, if not completed accurately the form will be returned for the additional information needed and will delay the water being turned on*
- 🔊 *Don't wait to schedule your turn on request, NKWD does not do same day turn on requests for routine turn on's without an additional fee*
- 🔊 *This application does not cancel any service, contact NKWD if you need any water service stopped*
- 🔊 *Don't forget to send or bring in all required documents*



For Office Use Only:	
Date:	_____
CSR:	_____

Application for Water Service (Individuals)

Today's Date: _____ Date customer wants service started: _____

Property Address: _____

Applicant's Name: _____

Mailing Address (if different from property address): _____

Applicant's SS#: _____ DOB: _____ Driver's License #: _____

Applicant's Employer: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Email Address: _____

Members of your household to reside with you: _____

Your address before property subject to this Service Request: _____

Names of members of your household who resided with you at prior address: _____

The undersigned Applicant hereby applies for water service and agrees to purchase water from the Northern Kentucky Water District (hereinafter referred to as the "District"), subject to all of the following terms and conditions:

SECTION A. APPLICANT QUESTIONNAIRE

Please answer Questions 1-6 below:

Applicant hereby represents and warrants to the District, that the following answers to the questions below are true, correct, and complete in all material respects:

1. Are you married? Yes No (If "Yes," complete Section C)
2. Do you own or rent the property? Own Rent (If you Rent, complete Section D)
3. Do you (or any member of your household) currently owe any delinquent amounts or unpaid balances from any prior water account with the District? Yes No
4. Has your water service ever been disconnected by the District for non-payment of water charges within the past 2 years?
Yes No
5. Have 2 or more checks ever been returned by your bank for insufficient funds on any prior account with the District?
Yes No
6. Have you ever filed for Chapter 7, Chapter 11, Chapter 12, or Chapter 13 bankruptcy within the last 7 years? Yes No

SECTION B. AGREEMENTS

(a) Applicant will purchase water from the District to be supplied to the property address designated above, subject to all terms and conditions set out in the District’s rules, regulations, and tariffs now in force or hereafter supplemented or amended. Applicant shall make timely payment of all amounts and charges due on or before their due dates. Applicant understands and agrees that if Applicant’s water account becomes delinquent for failure to make timely payment of all amounts and charges due on or before their due dates, or if Applicant is indebted to the District for any reason, or if any member of Applicant’s household is indebted to the District for any reason and such indebtedness was accumulated at Applicant’s address, the District may have just cause for disconnection and discontinuance of water service.

(b) In the event the Applicant fails to comply with the terms and conditions of this agreement and the District commences legal action to enforce the terms and conditions of this agreement, Applicant agrees to the fullest extent permitted at law to reimburse the District for all reasonable attorneys’ fees and court costs incurred by the District. If the District retains a collection agency to recover any delinquent amounts or other indebtedness owed by Applicant to the District, Applicant also agrees to pay any lawful fees charged by such collection agency arising from the collection of any such delinquent amounts or other indebtedness.

(c) No application for water service will be approved and no water shall be supplied to any applicant or customer if the applicant or the customer is delinquent or indebted to the District. This applies whether the delinquency or indebtedness is incurred at the property address for which this application is made or at any other premises or property.

(d) Applicant agrees that the rates and charges for water service are established by, and may be increased or decreased from time to time, by the Kentucky Public Service Commission.

(e) Applicant agrees to maintain all water pipes and plumbing in or on the property in compliance with all plumbing specifications as required by the Commonwealth of Kentucky and/or any state, local, or municipal building or plumbing codes.

(g) Applicant agrees to comply with and be bound by all of the provisions of this agreement, and such rules, regulations, and tariffs now in force or hereafter supplemented or amended.

(g) By signing this agreement, the Applicant acknowledges that the terms of this agreement constitute a binding contract between the District and the Applicant, and the terms and provisions of this agreement are legally enforceable against the Applicant in accordance with its terms.

(h) As a utility customer in the Commonwealth of Kentucky, you have certain rights and obligations. For a copy of the District’s tariff setting forth such rights and obligations, including the Customer Bill of Rights, please visit the District’s website at www.nkywater.org, or you may call the Kentucky Public Service Commission at 1-800-772-4636.

Sales Tax Information

(Check one)

_____ I certify that the property listed above where I have applied for water service with the District is my primary personal residence and is **exempt** from Kentucky Sales Tax.

_____ I certify that the property listed above where I have applied for water service with the District is **not** my primary personal residence and is **subject to** Kentucky Sales Tax.

SIGN HERE:

Date: _____, 20_____

Applicant Signature

Print Name Here

***MUST BE COMPLETED BEFORE WATER SERVICE CAN BE STARTED.**

SECTION C. SPOUSES

The undersigned, spouse of the Applicant, hereby agrees to be deemed a Co-Applicant and customer and bound by all of the terms and conditions contained in this Agreement, and agrees to pay to the District all rates, charges, and fees incurred for all water supplied to the property and any other indebtedness incurred to the District under this Agreement. The spouse signing below pursuant to this Agreement hereby agrees to be jointly and severally liable.

Spouse Signature

Print Name Here

Spouse's Employer

Spouse's SS#

Northern Kentucky Water District
Water Turn-On Release Form

I am the owner or lawful tenant of the premises located at _____ (hereinafter the "Premises") and desire to have the water service to the Premises turned on by the Northern Kentucky Water District (hereinafter the "District"). I understand that I should turn off all faucets or the main shut-off valve and take other precautions necessary to avoid water damage when the water is turned on.

For and in consideration of having the District turning on the water service to the Premises, I hereby provide the following release and indemnity:

1. For myself and for my heirs, executors, successor and assigns, I hereby release and forever discharge the District and the District's commissioners, officers, employees and agents from any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises.

2. Further, for myself and for my heirs, executors, successor and assigns, I hereby agree to defend, protect, hold harmless and indemnify the District and the District's commissioners, officers, employees and agents from and against any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises.

I provide the above release and indemnity on the date written below.

Signature: _____

Printed Name: _____

Date: _____

Northern Kentucky Water District
2835 Crescent Springs Road
Erlanger, Kentucky 41018
Phone 859-578-9898 | Fax 859-578-3668

Business Customer's Instructions for New Service Application

Please contact Customer Service at 859-578-9898 with any questions

DO's

- 📄 📄 Fill out the form completely and sign with a company officer's signature, **the water cannot be turned on until NKWD receives the completed form*****
- 📄 📄 Provide NKWD as much notice as possible regarding the date you want the water turned on, NKWD requires **a minimum 1 business days notification** for all turn on requests***
- 📄 📄 **If tax exempt** include a copy of the certificate to be kept on file at NKWD***
- 📄 📄 Call Customer Service to verify your faxed form has been received***
- 📄 📄 If managed by a property management group, NKWD will need documentation showing the property management group is authorized by the company to act on their behalf, please fax, email custserv@nkywater.org or bring these documents into our main office located at 2835 Crescent Springs Rd., Erlanger, Kentucky 41018***
- 📄 📄 Notify NKWD if you need to cancel service. You will be held responsible for all charges until such notice is received and a final reading is obtained by the District. All requests for disconnection of service must be made at least 1 business day in advance. You may cancel service by contacting our customer service department M-F 8AM-5PM at 859-578-9898 or fill out our stop service form located on our web page at:
<http://www.nkywater.org/serviceturnoff.html>***

DON'Ts

- 📄 📄 Don't send in an incomplete form, if not completed accurately the form will be returned for the additional information needed and will delay the water being turned on***
- 📄 📄 Don't wait to schedule your turn on request, NKWD does not do same day turn on requests for routine turn on's without an additional fee***
- 📄 📄 This application does not cancel any service, contact NKWD if you need any water service stopped***
- 📄 📄 Don't forget to send or bring in all required documents***



For Office Use Only:	
Date:	_____
CSR:	_____

Application for Water Service (Business Entities)

Today's Date: _____ Date customer wants service started: _____

Property Address: _____

Customer's Name [Not name of Property Manager]: _____

Local Contact Person [May be Property Manager]: _____
(Please include a copy of the property management agreement with owner)

Mailing Address (if different from property address): _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Type of Entity: Corporation Partnership LLC Sole Proprietorship
 Trust Estate Other (Type) _____

Tax Exempt? Yes No If Yes, is certificate included? Yes No

State of Organization / Incorporation: _____

Federal ID No.: _____ Email: _____

Parent Company (if applicable): _____

Your address before property subject to this service request: _____

The undersigned Company hereby applies for water service and agrees to purchase water from the Northern Kentucky Water District (hereinafter referred to as the "District"), subject to all of the following terms and conditions:

SECTION A. COMPANY QUESTIONNAIRE

Please answer Questions 1-6 below:

Company hereby represents and warrants to the District, that the following answers to the questions below are true, correct, and complete in all material respects:

1. Does Company own or rent the property? Own Rent (If you Rent, complete Section C)
2. Does Company currently owe any delinquent amounts or unpaid balances from any prior water account with the District?
 Yes No
3. Has Company's water service ever been disconnected for non-payment of water charges within the past 2 years?
 Yes No
4. Have 2 or more checks of the Company ever been returned by Company's bank for insufficient funds on any prior account with the District? Yes No
5. Has Company filed for Chapter 7, Chapter 11, Chapter 12, or Chapter 13 bankruptcy within the last 7 years?
 Yes No
6. Is the equity of the Company traded publicly on the NYSE or NASDAQ stock exchanges? Yes No

(If "No," complete Section D).

SECTION C. LANDLORD

Please provide the name, mailing address, phone number and email of your landlord below:

Landlord Name

Mailing Address

Phone Number

Email

If you are renting the property, please include a copy of the signed rental agreement.

SECTION D. OWNER CO-APPLICANT

The undersigned, as an owner of the Applicant, hereby agree(s) to be deemed in his/her individual capacity, a Co-Applicant and customer and bound by all of the terms and conditions contained in this Agreement, and agrees to pay to the District all rates, charges, and fees incurred for all water supplied to the property and any other indebtedness incurred to the District under this Agreement. The equity owner signing below pursuant to this Agreement hereby agree(s) to be jointly and severally liable.

Owner Signature

Print Name Here

Mailing Address

Phone Number

Email

Please mail this Application to: NKWD
2835 Crescent Springs Road
Erlanger, KY 41018
Attn: Customer Service

or

Fax this Application to: Fax # 859-578-3668

or

Email this Application to: custserv@nkywater.org

Northern Kentucky Water District
Water Turn-On Release Form

I am the owner or lawful tenant of the premises located at _____
(hereinafter the "Premises") and desire to have the water service to the Premises turned on by
the Northern Kentucky Water District (hereinafter the "District"). I understand that I should turn
off all faucets or the main shut-off valve and take other precautions necessary to avoid water
damage when the water is turned on.

For and in consideration of having the District turning on the water service to the Premises, I
hereby provide the following release and indemnity:

1. For myself and for my heirs, executors, successor and assigns, I hereby release and
forever discharge the District and the District's commissioners, officers, employees and agents
from any and all claims, demands, damages and causes of action relating to any property
damage or personal injury, including death, arising from or related to the turning on of water
service to the Premises.

2. Further, for myself and for my heirs, executors, successor and assigns, I hereby agree
to defend, protect, hold harmless and indemnify the District and the District's commissioners,
officers, employees and agents from and against any and all claims, demands, damages and
causes of action relating to any property damage or personal injury, including death, arising
from or related to the turning on of water service to the Premises.

I provide the above release and indemnity on the date written below.

Signature: _____

Printed Name: _____

Date: _____

Northern Kentucky Water District
2835 Crescent Springs Road
Erlanger, Kentucky 41018
Phone 859-578-9898 | Fax 859-578-3668