

Application for Water Service (Commercial)

(Please complete each section. If a question is not applicable to Applicant, then write "N/A")

A. Applicant Information

Account Number:				
Property Address:				
Applicant's Name:				
Applicant's Mailing Address (if different than property address):				
Local Contact Person: Title:	August 29, 2019			
Relationship to or Position with Applicant:	KENTUCKY PUBLIC			
	SERVICE COMMISSION			
Primary Phone: Alternate Phone: BLRVIOL COMMINSOROT (Primary number should be a number at which Applicant can be normally be contacted, including in the event of an emergency) Email:				
Does Applicant consent to receive all notices by e-mail in lieu of notice Yes No	e by mail or newspaper publication?			
Type of Entity: Corporation Partnersh (Check applicable type) Sole Proprietorship Trust Other (State Type) Other (State Type)	lip LLC Estate			
Tax Exempt: Yes No (If Applicant has tax exempt status, provide a certificate of exemption.) State of Organization/Incorporation:				
Does or has the Applicant operated under an assumed name? Yes	No			
If yes, list each assumed name that Applicant has operated under in t	the past two years:			
State name, address, telephone number and any applicable email add general partners, controlling manager / member / shareholder, or tru				
	KENTUCKY PUBLIC SERVICE COMMISSION			
Is Applicant's equity traded publicly on the NYSE or NASDAQ stock (If Applicant's equity is not traded on NYSE or NASDAQ stock)	JEFF R. DEROUEN			
Applicant's Address Before Property Subject to this Service Request	1. 1/ 10			
Does Applicant own property? Yes No	EFFECTIVE 3/24/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)			

If Applicant does not own property, provide the Property Owner's

Name:	August 29, 2019
Mailing Address:	
Telephone Number:	KENTUCKY PUBLIC SERVICE COMMISSION
Email Address (if available):	E-

If Applicant does not own the property, include a copy of the signed rental agreement or a written acknowledgement of the property owner that Applicant is authorized to obtain water service at the service location address designated.

Does Applicant currently owe any delinquent amounts or unpaid balances from any prior water account with the District? Yes ___ No ___

Has Applicant's water service ever been disconnected by the District for non-payment of water charges within the past two years? Yes $_$ No $_$

Have Applicant had two or more checks returned by its bank for insufficient funds on any prior account with the District? Yes No _____

Has Applicant filed for bankruptcy within the last 7 years? Yes <u>No</u>

Has the Applicant made a general assignment for the benefit of creditors? Yes ___ No ___

Has a receiver been appointed to take possession of all, or substantially all of Applicant's assets? Yes ____ No ___

Has Applicant's assets been attached or subject to judicial seizure? Yes ___ No ___

Has Applicant admitted in writing that it is unable to pay its debts as they come due? Yes ____ No ___

Is the service location the residence of the individual signing on behalf of Applicant? Yes ____ No ___

B. <u>Agreements</u>

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

(a) Applicant represents and warrants to the District, that the information provided on this Application is true, correct, and complete in all material respects. Applicant acknowledges that any false or deliberately misleading information provided on this Application will be considered as an attempt to obtain water service through fraudulent means and may constitute grounds for discontinuance of Applicant's service at the service location address designated above.

(b) 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. In addition, the District will not furnish or continue to furnish water service at the property swhere the applicant is a partnership, corporation, limited liability company, or trust physelgeseral partnerships where the applicant for service previously supplied at the same premises un il payment of such indebtedness to the District may discontinue water service after providing the Applicant with notice of the discovery of the indebtedness and providing Applicant a reasonable period of time to pay he outstanding

(c) Applicant will purchase water from the District to be supplied to the service location augrest event and above, subject to all terms and conditions set out in the District's rules, regulations, and tariffs now in force or hereafter 3/24/2014

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CANCELLED

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, the District may discontinue water service.

(d) Applicant agrees to reimburse the District for all reasonable attorney's fees, collection agency fees, and court costs incurred by the District to enforce the terms and conditions of this agreement and to recover any delinquent amounts or other indebtedness if (i) Applicant fails to comply with the terms and conditions of this agreement and (ii) the District commences legal action to enforce the terms and conditions of this agreement and obtains a judgment against Applicant. The court rendering the judgment shall determine the amount of the attorney's fees, collection fees, and court costs to which the District is entitled.

(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.

(f) 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) Applicant acknowledges that, if Applicant has checked "Yes" to receiving all notices by e-mail in lieu of notice by mail or newspaper publication, Applicant consents to the District providing notice of rate adjustments and other matters that require public notice by e-mail to the stated address in lieu of notice by mail or publication and further agrees that, should applicant's e-mail address change, it is Applicant's responsibility to inform the District of the change in e-mail address.

(i) Applicant has full right, power and authority and is duly authorized to enter into this agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement. The person signing this agreement on behalf of the Applicant represents and warrants in his/her individual capacity that he/she is duly authorized to do so, and has all due power and authority to legally bind the Company to this agreement.

(j) Applicant acknowledges that as a utility customer in the Commonwealth of Kentucky, Applicant has certain rights and obligations. Applicant further acknowledges that a copy of the District's tariff setting forth such rights and obligations, including the Customer Bill of Rights, can be obtained from the District's website at www.nkywater.org or from the Kentucky Public Service Commission's website at psc.ky.gov.

Date:, 20			1
	CANCELL	ED	
Signature		Witness	
If the Applicant is not an individual:	August 29, 2019		
Print: Signer's Name			
L	SERVICE COMMISS	SION	
Print: Title/Position or Relationship with Applicant		PL	KENTUCKY JBLIC SERVICE COMMISSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR
Print: Mailing Address of Signer (if different from service address)			TARIFF BRANCH
			Bunt Kirtley
Print: Phone Number of Signer			EFFECTIVE
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C. Owner Guaranty (Optional-Not Required)

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. An owner of Applicant is not required to complete Section C for the Applicant to obtain service.

Owner/Guarantor Signature

Print Name Here

Mailing Address (if different from service 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 (859) 578-3668 or email to <u>custserv@nkywater.org</u>.

SUBMIT A COPY OF A FORM OF PICTURE IDENTIFICATION FOR EACH OF THE SIGNING PARTY/PARTIES WITH THIS APPLICATION



August 29, 2019

KENTUCKY PUBLIC SERVICE COMMISSION

KENTUCKY PUBLIC SERVICE COMMISSION		
JEFF R. DEROUEN EXECUTIVE DIRECTOR		
TARIFF BRANCH		
Bunt Kirtley		
EFFECTIVE		
3/24/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		