

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOY AND MATTHEW LEE	)	
	)	
COMPLAINANTS	)	
	)	CASE NO.
V.	)	2024-00279
	)	
FARMDALE WATER DISTRICT	)	
	)	
DEFENDANT	)	

ORDER

On August 16, 2024, Joy and Matthew Lee (Lees or Complainants) filed a complaint alleging that Farmdale Water District (Farmdale District) had failed to transfer water service for Complainants' recently purchased property into Complainants' names for an extended period of time. In addition, Complainants alleged that Farmdale District improperly allowed adjacent property owners to use Complainants' water line without Complainants' permission. On December 27, 2024, the Commission ordered Farmdale District to satisfy the matter complained of or file a written answer. On January 6, 2025, Farmdale District filed a written answer. On May 16, 2025, Complainants filed a response. On April 21, 2026, the Commission issued a procedural schedule. On April 30, 2026, Complainants issued a response to the procedural schedule stating that they had no additional evidence to provide and did not intend to file any additional documents. On May 5, 2026, the Commission Staff issued data requests to both the Complainants and Farmdale District, with both responses due May 21, 2026. On May 12, 2026,

Farmdale District filed a response to Commission Staff's First Request for Information. On June 5, 2026, Farmdale District filed a Waiver of Right to Formal Hearing and Motion for Decision on Written Record (Motion for Decision). Complainants did not file a response to Commission Staff's First Request for Information.

LEGAL STANDARD

Pursuant to KRS 278.260, the Commission has original jurisdiction over complaints as to rates or service of any utility. While no order affecting a rate of service complained of may be entered without a hearing, "[t]he commission may dismiss any complaint without a hearing, if, in its opinion, a hearing is not necessary in the public interest or for the protection of substantial rights."

BACKGROUND

In their complaint, the Lees stated that they purchased certain property from William Bradley in April 2022 that received water service from Farmdale District.¹ Complainants alleged that they went to the offices of Farmdale District in order to transfer water service into their name, but were told by a Farmdale District representative, Yvonne Hill-Poole, that Farmdale District would first contact Mr. Bradley to confirm the transfer.² According to Complainants, water service was not transferred into their name until November 2022.³ Complainants alleged that water service was not transferred into their names because two adjacent property owners were receiving water service from Complainants' water meter and Farmdale District did not want Complainants to shut off

¹ Complaint (filed Aug. 16, 2024) at 3.

² Complaint at 3.

³ Complaint at 3.

that water service.⁴ Complainants allege that this was due, in part, to the fact that Ms. Hill-Poole was related to one of the adjacent landowners.⁵ In June or July of 2022, Complainants stated that they were informed that there was a water leak on their property, resulting in excess water consumption of 40-45,000 gallons a month.⁶ From the purchase of the property in April 2022, until water service was transferred into Complainants' names sometime around October 2022, Complainants stated that Mr. Bradley received all water bills from Farmdale District and the Complainants, as well as adjacent property owners, reimbursed Mr. Bradley for water consumed.⁷

Beginning in September 2022, Complainants stated that Farmdale District hired contractors to build additional water lines and meters.⁸ According to the Complainants, Farmdale District's Chairman Randall Wooldridge was hired as one of the contractors for the project.⁹ During this time period, Complainants stated that water service to their meter was turned on and off without their permission.¹⁰ During the construction of additional water lines, Complainants stated that Farmdale District suspected that there was a leak on Complainants' property, at which point Mr. Wooldridge, Mr. Bradley, and an adjacent property owner entered Complainants' property to identify the source of the leak.¹¹

⁴ Complaint at 3.

⁵ Complaint at 3.

⁶ Complaint at 3.

⁷ Complaint at 3-5.

⁸ Complaint at 4.

⁹ Complaint at 4.

¹⁰ Complaint at 4.

¹¹ Complaint at 4.

Complainants ordered the three men to leave the property.¹² In November, 2022, Complainants received the first water bill from Farmdale District after two adjacent landowners with water agreements concerning Complainants' property received their own water lines and meters.¹³ Complainants have requested a return of all money paid to Farmdale District from April until November 2022, and an investigation into Farmdale District.¹⁴

In its answer, Farmdale District denied any improper action and clarified its board membership, stating that Ms. Hill-Poole was not in fact a board member of Farmdale District as asserted in the complaint, but a part-time employee.¹⁵ Concerning Mr. Wooldridge, Farmdale District stated that Mr. Wooldridge worked on the pipeline as an employee of Hill's Electric, and that the Hills chose to use their own company to extend the service line to the portion of the Bradley farm they had purchased.¹⁶ Farmdale District denied that either Ms. Hill-Poole or Mr. Wooldridge engaged in any improper actions or abuses of power.¹⁷

Farmdale District asserted that the water service agreed to for the meter at issue (Bradley Barn Meter) was signed by Mr. Bradley in 2017.¹⁸ Farmdale District claimed that it subsequently learned that Mr. Bradley agreed to permit his neighbor, Mr. Mehaffy, to

¹² Complaint at 4.

¹³ Complaint at 5.

¹⁴ Complaint at 5.

¹⁵ Answer (filed Jan. 6, 2025) at 2.

¹⁶ Answer at 11.

¹⁷ Answer at 1.

¹⁸ Answer at 3.

use water from the Bradley Barn Meter to fill his cattle troughs.¹⁹ Then, sometime in 2020 or 2021, Mr. Bradley began to divide his farmland and sell it in smaller tracts.²⁰ Farmdale District asserted that it was unaware of any unrecorded agreements Mr. Bradley entered into concerning water service during these sales.²¹ In the spring of 2022, Farmdale District stated that Complainants visited Farmdale District's office and indicated that they had purchased property from Mr. Bradley and wished to transfer water service to the Bradley Barn Meter into their name.²² Farmdale District requested time to confirm the transfer of water service with Mr. Bradley.²³

In confirming the transfer of water service to the Bradley Barn Meter, Farmdale District learned that Mr. Bradley had sold a portion of his farm, including a horse barn served by the Bradley Barn Meter, to the Complainants, and had sold another portion of his farm, also served by the Bradley Barn Meter, to Chad and Shauna Hill.²⁴ Farmdale District learned that three parcels of land were receiving water service through the Bradley Barn Meter; the parcel owned by the Complainants, the parcel owned by the Hills, and the parcel owned by Mr. Mehaffy.²⁵ Farmdale Districts' tariff at the time provided that:

f) With the exception of existing connections, the existence of a special contract or unusual circumstances requiring approval of the utility, a single meter can serve no more than one residential or commercial unit on and after the effective date of this tariff.

¹⁹ Answer at 3.

²⁰ Answer at 4.

²¹ Answer at 4.

²² Answer at 4-5.

²³ Answer at 5.

²⁴ Answer at 6.

²⁵ Answer at 6.

g) For existing connection, special contract, or other utility approved situations, where two or more units are being served by one meter, the following rules will apply:

1. One bill per meter will be sent to the customer that signed the Water service Contract.
2. The customer that signed the Water Service Contract will be fully and solely responsible for the charges associated with the connection including payment for all water passing through the meter, regardless of which unit is responsible for the water consumption.²⁶

Because Mr. Bradley was the customer of record on the Bradley Barn Meter, Farmdale District chose to bill Mr. Bradley for the water provided through the Bradley Barn Meter until such time as additional service lines could be installed by the relevant property owners, along with separate meters.²⁷ In December 2022, the new water lines and meters were completed and Farmdale District transferred service into Complainants' name.²⁸

DISCUSSION

The basis of the Lees' complaint is that Farmdale District failed to transfer water service to the Bradley Barn Meter into Complainants' name from the time they purchased the property on which the Bardley Barn Meter was located, until around November 2022, a period of roughly six months. The Complainants allege that Farmdale District failed to transfer the water due to the undue influence of Ms. Hill-Pool or Mr. Wooldridge to protect

²⁶ Farmdale Water District, Tariff, PSC No. 2, Original Sheet No. 13.

²⁷ Answer at 7-8.

²⁸ Answer at 9.

the interest of third-party landowners who relied on the Bradley Barn Meter. Complainants seek to recover all money paid during the roughly six months in which water service to the Bradley Barn Meter was not in their name. Complainants further request that an investigation into Farmdale District be opened concerning the actions of Ms. Hill-Poole and Mr. Wooldridge during this time.

Prior to water service being transferred to Complainants, Complainants acknowledge that all bills and communications concerning the Bradley Barn Meter were directed to Mr. Bradley.²⁹ The Lees alleged that they had to coordinate payments with Mr. Bradley to compensate him for their portion of the water utilized from the Bradley Barn Meter.³⁰ Complainants further stated the Hills did “pay their part” of the water bill.³¹

Concerning Complainants’ request for an investigation of Farmdale District, while the Commission is empowered to initiate investigations, such an investigation is not the type of relief to be granted in a complaint case.³² Thus, the request for an investigation should be denied as the Complainants are not entitled to relief.

Regarding Complainants’ request to recover all money paid during the six months prior to water service being transferred to Complainants’ name, the Complainants likewise fail to establish a request for relief to which Complainants are entitled. Complainants admit that prior to water service to the Bradley Barn Meter being transferred to their name, all bills from Farmdale District were directed to Mr. Bradley. Any money that the

²⁹ Complaint at 5.

³⁰ Complaint at 5.

³¹ Complaint at 5.

³² See Case No. 2022-00351, *Carroll County Water District No. 1 v. Gallatin County Water District* (Ky. PSC July 19, 2023), Order at 11-12.

Complainants paid for water service during this time period was paid to Mr. Bradley based on an informal understanding between Mr. Bradley and the landowners reliant on the Bradley Barn Meter. Per Farmdale District's tariff in effect during the relevant time period, one bill is sent per meter to the customer that signed the water service contract, and that customer is fully and solely responsible for all water passing through the meter, regardless of which party is responsible for the water used.³³ Farmdale District cannot be expected to reimburse Complainants based on an informal agreement Farmdale District was not party to. Based on the evidence, Complainants failed to establish a violation of an applicable statute, regulation or order that was violated and, in contrast demonstrates that Farmdale District followed its tariff in holding Mr. Bradley solely responsible for water service to the meter until such time as the relevant parties could receive their own connections and meters.

Based on the foregoing, the Commission finds that the evidence of record failed to establish a violation of an applicable statute, regulation or order upon which to grant Complainants' claims for relief. Accordingly, the Commission finds that the Complaint should be dismissed without hearing, as a hearing is not necessary in the public interest or for the protection of substantial rights.

IT IS THEREFORE ORDERED that:

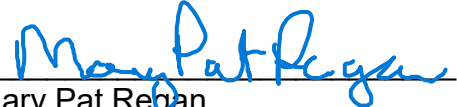
1. The Lees' complaint is dismissed.
2. This case is closed and removed from the Commission's docket.

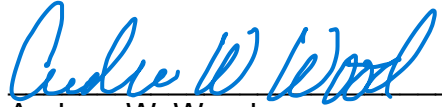
³³ Farmdale Water District, Tariff, PSC No. 2, Original Sheet No. 13.

Entered on this 8th day of October, 2026.

PUBLIC SERVICE COMMISSION



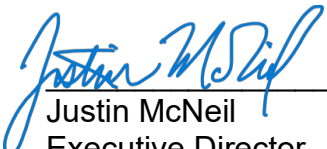
Angie Hatton
Chair

Mary Pat Regan
Vice Chair

Andrew W. Wood
Commissioner

Barry L. Mayfield
Commissioner

ATTEST:



Justin McNeil
Executive Director

Case No. 2024-00279

Service List for Case 2024-00279

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