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January 6, 2025

Ms. Linda C. Bridwell, P.E. Executive Director Kentucky Public Service Commission P.O. Box 615 Frankfort, Kentucky 40602-0615

Re: Case No. 2024-00279 Joy and Matthew Lee v. Farmdale Water District

Dear Ms. Bridwell:

Please find enclosed Farmdale Water District's Answer in the above-referenced proceeding.

Respectfully,

<u>/s/ Tina C. Frederick</u> Tina Frederick *Counsel for Farmdale District*

COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: JOY AND MATTHEW LEE)
COMPLAINANT)) CASE NO.) 2024-00279
V.) 2024-0027)
FARMDALE WATER DISTRICT)
DEFENDANT)

FARMDALE WATER DISTRICT'S ANSWER TO COMPLAINT

By and through the undersigned counsel and in accordance with the Kentucky Public Service Commission's ("Commission") Order of December 27, 2024, in the above-captioned proceeding Farmdale Water District ("Farmdale") respectfully submits this Answer to the Complaint of Joy and Matthew Lee (the "Lees").

Denial of Improper Actions and Clarification of Board Membership

Farmdale Water District and its Chairman, Randall S. ("Scottie") Wooldridge deny all allegations of improper actions and abuses of power made by the Lees in their Complaint. Neither Farmdale Water District; Mr. Wooldridge; or former Farmdale employee, Ms. Yvonne Hill-Poole, abused their positions or behaved improperly in any way. In its Answer Farmdale will provide background information regarding the water service it provides to the Lees and to a number of other customers who own property along a private lane that extends several miles and connects South Benson Road and Green-Wilson Road in Franklin County, Kentucky. Farmdale will also explain how the division and sale of the property along this private lane without proper consideration of utility service created an immediate need for additional water service lines and meters to serve the new property owners.

As an initial matter, Farmdale believes it must correct some of the assertions made in the Lees' Complaint regarding Yvonne Hill-Poole. Yvonne Hill-Poole is not on Farmdale's Board of Commissioners as stated in the Lees' Complaint. She has not been on the Board since 2018. Attached to this Answer as **Attachment 1** is record of the appointment of her successor, Richard Tanner, which references her resignation. Mr. Tanner served on Farmdale's Board of Commissioners from September 25, 2018, until May 14, 2021. Ms. Hill-Poole did not return to the Board.

At the time the Lees applied for water service from Farmdale, Yvonne Hill-Poole was a part-time employee in Farmdale's office. She was responsible for taking the Minutes of Board meetings and assisting with customer billing. Yvonne Hill-Poole is no longer employed by Farmdale, as she has been unable to communicate and is in a medically fragile state since suffering a ruptured abdominal aortic aneurysm in October 2024.

The Lees' Complaint refers to Yvonne Hill-Poole as a "relative" of Chad and Shauna Hill, who own property in the vicinity of the Lees. In actuality, Yvonne Hill-Poole was once related to the Hills by marriage. She was married to Chad Hill's uncle, Bobby Hill. However, Bobby Hill has been deceased for over 20 years.

Bradley Farm – House Meter and Barn Meter

The water meter at the center of the Lees' Complaint is one of two meters that originally served a house, a barn, and additional farmland at 855 South Benson Road. The property was owned by Fred Bradley and later by his son, William Bradley. It is located off a lengthy private lane in a rural area of Franklin County. One meter served the home on the property (the "Bradley House Meter") and the other served the barn and the remainder of the farm. The meter involved in this Complaint is the meter that originally served the barn and the farmland owned by the Bradley family (the "Bradley Barn Meter"). Attached to this Answer as Attachment 2 is the August 21, 2017 Contract for Water Service signed by William Bradly in relationship to the Bradley Barn Meter. Farmdale District subsequently learned that the Bradley family agreed to permit their neighbor, Mr. Mehaffy, to use water from the Bradley Barn Meter to fill his cattle troughs. The Mehaffys reside along the same private lane as the Bradleys did and raise cattle in pastureland that they own along the private lane.

At some point in 2020 or 2021, the Bradley family began to divide its farmland and to sell it in smaller tracts. Farmdale District has no knowledge of what was disclosed concerning access to water service during the sale of any of the tracts that were offered for sale along the private lane, and Farmdale District is not responsible for any misunderstanding or miscommunication that might have taken place during any sale of the Bradley property. However, on November 12, 2021, Mike Hampton signed a Contract for Water Service with Farmdale and indicated he was locating to 855 South Benson Road. He later clarified that he had only purchased the Bradley house, not the remainder of the farm, and that he only required water service to the home. After confirming Mike Hampton's ownership of the former Bradley house, Farmdale District established an account for Mike Hampton at 855 South Benson Road and Mr. Hampton's residence (former Bradley house) was served by the Bradley House Meter, just as the home had been when the Bradleys owned the home. Mr. Hampton's contract is attached to this Answer as Attachment 3. William Bradley remained the customer of record on the Bradley Barn Meter at 855 South Benson Road.

The only Contract for Water Service submitted to Farmdale by the Lees is dated **December 2, 2022**, and it is attached to this Answer as **Attachment 4**. Prior to submitting the Contract for Water Service, the Lees visited Farmdale's office in the spring of 2022 and indicated they had purchased property from the Bradleys and

wanted the water service to be transferred into their name at 855 South Benson Road. The Lees did not submit a Contract for Water Service at that time. Farmdale staff explained that Mr. Hampton was the customer of record at the Bradley House Meter at 855 South Benson Road, and that Mr. William Bradley was the customer of record at the Bradley Barn Meter at 855 South Benson Road. The Lees indicated that it was the water service metered by the Bradley Barn Meter that they wished to have transferred into the Lees name. Farmdale's staff explained that Mr. Bradley had not indicated to Farmdale that he wished the Bradley Barn Meter to be taken out of his name.

In the spring of 2022, Farmdale District staff were aware that the Bradley Barn Meter served the barn on the Bradley farm, and they were also aware that the meter served the remainder of the Bradley farmland as well. Farmdale staff requested time to check with Mr. Bradley before transferring the meter into the Lees name. Because Mr. Bradley had **not requested** to end the water service in his name at this address, Farmdale considered it prudent to check with Mr. Bradley before transferring the water service out of his name, as it was possible that Mr. Bradley would still require water service to the portion of the farm *not* purchased by the Lees.

Multiple Users – One 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 Lees and had sold

another portion of his farm, also served by the Bradley Barn Meter, to Chad and Shauna Hill. At this time, Mr. Bradley retained ownership of a portion of the original Bradley farm, but that portion was served by another water meter along Green-Wilson Road. Farmdale District learned that three parcels of farmland were receiving water service through the Bradley Barn Meter; the parcel owned by the Lees, the parcel owned by the Hills, and the parcel owned by Mr. Mehaffy, upon which he was raising cattle and filling his cattle troughs.

Farmdale wishes to note that there were no residences being served by the Bradley Barn Meter; all water was being used for agricultural purposes. The Hills and the Lees are both involved in the equine business and each family maintains a number of horses on their land. As mentioned above, Mr. Mehaffy raises cattle. The Mehaffy's residence has always been served by its own water meter, but the pasture land on which the cattle reside was served by the Bradley Barn Meter, through an agreement between the Bradleys and the Mehaffys.

For quite some time Farmdale District has attempted to eradicate multiple users on a single water meter from its system. However, multiple users on a single meter were permitted at one time, and some of these arrangements still exist. Upon discovering that three property owners¹ were utilizing the same meter, Farmdale District applied the provisions of its tariff to this situation, until such time as

¹ The Bradleys ultimately sold the remainder of the property to the Hills a few months later.

additional service lines could be installed and additional meters set. Since 2020

Farmdale Water District's tariff on file with the Commission has stated:

- 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.
- 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.²

Because Mr. Bradley was the customer of record on the Bradley Barn Meter and he had not requested to be removed from the account, Farmdale District continued to bill Mr. Bradley for the water provided through the Bradley Barn Meter until such

² Farmdale Water District, Tariff, PSC No. 2, original Sheet No. 13.

time as additional service lines could be installed by the property owners, an additional meter could be set for the Hills, and another meter set for Mr. Mehaffy to provide water to his cattle.

Farmdale Water District did not create the situation of three customers receiving water service from one meter. The "multiple users/one meter" situation was brought about by the actions of private individuals, their decisions regarding the property in question, and their relationship to that property. The subdividing and eventual sale of the Bradley farm appears to have been done with no consideration of how purchasers of the newly subdivided parcels would access water, or other utilities and services for that matter. Once Farmdale District became aware of the situation, it prioritized keeping water service in place for all of the property owners who were dependent upon the Bradley Barn Meter until such time as adequate lines and meters could be installed to properly serve everyone.

Denial of Bad Faith

Farmdale District strenuously denies the Lees' allegation that Farmdale District, its Chairman, the Hills, and Ms. Hill-Poole "conspired"³ and "acted in bad faith"⁴ to keep the water service at 855 South Benson road out of the Lees' name. Farmdale District acted in accordance with the provisions of its tariff to *protect* and ensure that **all** of the property owners affected by the multiple user/one meter

³ Lee Complaint at unnumbered typewritten page 3.

⁴ Lee Complaint at unnumbered typewritten page 1.

situation, including the Lees, retained access to water for their individual agricultural uses until such time as the appropriate service lines and meters could be installed. Contrary to the Lees' assertion that it was the Lees "right" to cut off the water to other properties served by the Bradley Barn Meter,⁵ Farmdale District maintains that the Lees had no such right. The Lees purchased property that was provided water service through a meter that was shared by other property owners. The Lees had no exclusive right to deny water to the other property owners along the private lane who were served through the Bradley Barn Meter.

For the reasons stated above, Farmdale maintained the water service to the Bradley Barn Meter in Mr. Bradley's name until the new property owners could be individually metered. This was in accordance with Farmdale District's tariff which states that the customer who signed the Water Service Contract will be responsible for charges associated with an account having a shared meter. Mr. Bradley was the customer who signed the Water Service Contract in 2017; he appears to be the person who initiated the multiple user/one meter arrangement, and he did not request that Farmdale District transfer the service from his name. In December 2022, when all necessary service lines and meters had been installed to ensure that all customers along the private lane had adequate water service, Farmdale District transferred the Bradley Barn Meter into the Lees' name. The former Bradley Barn Meter now only serves the Lee's property. It does not serve property owned by the Hills or the Mehaffys.

Current Meter Situation

The private lane along which all of this farmland sits is not part of the Franklin County road system; it is not a county road. The lane remains private. The Hills and the Lees have added water service lines along the private lane and through their properties. They have each built structures, in some cases even residences, on their respective properties and had additional meters set. Mr. Mehaffy has had a meter set to provide water to his cattle.

Denial of Improper Action Regarding Waterline Installation

Farmdale District and its Chairman, Mr. Wooldridge, strenuously deny the Lees' allegation that Mr. Wooldridge behaved improperly in connection with the installation of water service lines on the Hill's property. The Hills own Hill's Electric, LLC ("Hill's Electric") and since 2018 have employed Scottie Wooldridge, who also happens to be Chairman of the Board at Farmdale Water District, part-time in their electric business. It was in his capacity as an employee of Hill's Electric that Mr. Wooldridge was present on the Hill's property and assisted with the installation of a private water service line to serve the farmland purchased by the Hills from the Bradleys.

Hill's Electric owns boring equipment and other tools and equipment necessary to lay waterline, so the Hills decided to utilize their own equipment and employees, including Mr. Wooldridge, to lay the necessary water service line to serve the portion of the Bradley farm that they had purchased. This is understandable as time was of the essence to get the Hill's water service separated from the Lee's water service, and waiting for another contractor would have taken additional time. Mr. Wooldridge helped unload pipe, unrolled 4-inch pipe from a spool, backfilled a trench, and performed other manual labor tasks as requested by the lead employee on the project. Mr. Wooldridge made **no** cuts or connections of pipe. All connections of the pipe were made by a licensed plumber. The meter was set by Farmdale's field crew. Mr. Wooldridge did not participate in setting the meter for the Hills.

During the installation of the Hill's waterline the boring machine (not operated by Mr. Wooldridge) did hit the existing waterline. This waterline was not used exclusively by the Lees, contrary to assertions made in the Lees' Complaint,⁶ but was also used by other property owners along the private lane. Mr. Wooldridge did turn the meter off until the plumber could repair the damage to the line.

Leak and Trespass Allegations

Mr. Bradley contacted Mr. Wooldridge and said he suspected there might be a leak in the waterlines serving the farmland along the private lane. Mr. Bradley

⁶ Lee Complaint at unnumbered typewritten page 2.

thought the source of the leak could be near the barn on the property he had sold to the Lees, because he had had a leak in this location when he owned the barn and the land on which it sits. Mr. Wooldridge agreed to take a look in the fields and at the meter to see if he could identify the source of the leak. Mr. Wooldridge, Mr. Bradley, and Mr. Mehaffy searched for the potential leak and did go into the Lee's barn doing so. The three men were only briefly at the barn and did not have an opportunity to look in the spot where Mr. Bradley indicated he had discovered a leak in the past, because they were ordered off the property by the Lees. When the Lees ordered the three off the property, the search for the leak was abandoned. No one, neither Mr. Bradley, Mr. Mehaffy, nor the Lees ever informed Farmdale District that the source of the leak had been located or that it had been repaired. Therefore, Farmdale District has no additional knowledge concerning a leak that would have resulted in high water usage from the Bradley Barn Meter prior to the time when the meter was transferred into the Lees' name, and no leak adjustment was ever made in connection with this suspected leak.

In August of 2024, after the former Bradly Barn Meter was in the Lees' name, the Lees did provide Farmdale District with evidence that a leak had been repaired on their property following their receipt of the July 2024 bill, and Farmdale District did adjust the \$921.75 bill by \$323.84 on August 13, 2024, making the bill \$597.91.

Request for Reimbursement

The Lees state that they would like to have "all of our money back that was paid to FWD during those first 6 months. . ."⁷ If the Lees are referencing a six (6) month period occurring sometime during the eight 8-months between April 2022 when they purchased a parcel and barn from Mr. Bradley, and December 2022, when the water service for that parcel and barn were transferred into the Lees' name, Farmdale District lacks the knowledge to provide that reimbursement. As explained above, William Bradley remained the customer of record on the Bradley Barn Meter until such time as separate water service lines and meters were installed for the three customers served by that meter. Mr. Bradley paid the bills, and Farmdale District has no knowledge concerning the amount of contribution made by the Lees or any other person.

Denial of All Other Allegations

Farmdale District denies all allegations in the Lee Complaint, whether or not specifically denied above, unless expressly admitted herein.

⁷ Lee Complaint at unnumbered typewritten page 3.

Dated: January 6, 2025

Respectfully submitted,

Jalley Damon R. Talley

Stoll Keenon Ogden PLLC P.O. Box 150 Hodgenville, KY 42748-0150 Telephone: (270) 358-3187 Fax: (270) 358-9560 damon.talley@skofirm.com

Tina C Frederick Stoll Keenon Ogden, PLLC 300 West Vine Street, Ste 2100 Lexington, KY 40507-1801 (859) 231-3951 Fax: (859) 259-3517 tina.frederick@skofirm.com

Counsel for Farmdale Water District

CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, and the Commission's Order of July 22, 2021 in Case No. 2020-00085, I certify that this document was submitted electronically to the Public Service Commission on January 6, 2024, and that a true and accurate copy was sent via U.S. Mail to Joy and Matthew Lee at the address shown on the Complaint.

Damon F. Jalley

Damon R. Talley

SWORN CERTIFICATION AND VERIFICATION

COMMONWEALTH OF KENTUCKY)) SS:) SS:COUNTY OF FRANKLIN)

The undersigned, Randall S. Wooldridge, being duly sworn, deposes and states that he, as Chairman of the Board of Commissioners for Farmdale Water District, has personal knowledge of the matters set forth in Farmdale Water District's Answer to the Complaint presented in Commission Case No. 2024-00279, and the statements contained therein are true and correct to the best of his information, knowledge, and belief.

Randall S Wooldred

Randall S. Wooldridge, Chairman Farmdale Water District

Subscribed, sworn to, and acknowledged before me, a Notary Public in and for said county and state, this 6 day of January 2025.

Notary Public

My Commission Expires:

Notary ID: KYNP62966

Attachment 1 Yvonne Hill-Poole's Replacement



Franklin County Fiscal Court

321 West Main Street Frankfort, KY 40601

Huston Wells Franklin County Judge/Executive Jennifer Wilson Deputy County Judge/Executive

September 27, 2018

Farmdale Water District 100 Highwood Drive Frankfort, KY 40601

Richard Tanner was approved for appointment to the Farmdale Water District by Franklin County Fiscal Court at the September 25, 2018 meeting, with a term ending May 14, 2021. This appointment replaces Yvonne Hill-Poole, who resigned.

Sincerely,

Jells

Huston Wells Franklin County Judge/Executive

cc: Richard Tanner



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FRANKLIN COUNTY FISCAL COURT

ORDER

BOARD OR COMMISSION APPOINTMENT

WHEREAS, Yvonne Hill-Poole has resigned from Farmdale Water District;

NOW, THEREFORE, Richard Tanner is hereby appointed to the Farmdale Water District for a term ending May 14, 2021, filling the unexpired term of Yvonne Hill-Poole.

APPROVED by Order of the Franklin County Fiscal Court at a duly convened meeting held on the <u>25</u> day of <u>eptender</u>, 2018 and of record in Fiscal Court Order Book <u>29</u>, Page <u>95</u>.

Tell

Huston Wells Franklin County Judge/Executive

Attest:

Tambra Harrod Fiscal Court Clerk

Attachment 2 William Bradley Contract

FOR			
P.S.C. Ky	y. No		
	Sheet	No.	
Cancelling	P.S.C.	Ку.	No
	Sheet	No.	

RULES AND REGULATIONS

FARMDALE WATER DISTRICT

CONTRACT FOR WATER SERVICES

This CONTRACT made and entered into this 21 day of May 2017 between <u>Tread branding</u> whose address is <u>865 Journ Benson</u> party of the first part, and the Farmdale Water District, party of the second part.

Witnesseth that for and in consideration of the efforts of the party of the second part, acting through water DISTRICT COMMISSIONERS, the party of the FIRST PART agrees to pay a connection fee of **132.00** and a deposit of **ond** at the time of signing this contract, to connect to the water system and to pay at least a minimum bill monthly therafter as soon as the 3/4"meter is installed by the District and water is made available to the meter, regardless of whether the first party connects to the system.

The Party of the First Part agrees to permit the District to lay, maintain repair, remove and disconnect a service line and meter, and read meters at a point on customer's property to be designated by the District for each signed connection with the right of ingress and egress on property.

The Party of the First Part agrees that no other present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from his present water supply prior to connecting to and switching to the District's system.

The Party of the First Part agrees to comply with and be bound by the Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed and approved by the Kentucky Public Service Commission.

11:12.7 01 1986. Daytime.	Signed By Will Build Address: 853 Smith Banson Phone No Plumbing Permit #	₩_D.L.# D.08. #
DATE OF ISSUE Februar	y <u>3. 1986</u> DATE EFFE Day Year	ECTIVE <u>March</u> 1986 Month Day
ISSUED BY <u>Garl J Renz</u> Name of Of	ficer Secretary Title	100 Highwood Dr. Frankl Address

Attachment 3 Mike Hampton Contract

CONTRACT FOR WATER SERVICE FARMDALE WATER DISTRICT

This contract made and enter	d into this 2 da	y of Nov. 2021	_between the
Customer: Mike b	ampton		
Whose address is 855	South Be	ason Fra	utfoot.

Ky. <u>MAN</u>, witnesseth that for and in consideration of the efforts of the Water District, acting through the Board of Commissioners of the Farmdale Water District and the Kentucky Public Service Commission, the customer agrees to pay a tap fee of \$1,132.00 at the time of signing this contract to tap on to the water district's system, plus a \$70.00 security deposit.

The customer will install and maintain a service line at his own expense, which service line will Begin at the water meter and extend to the dwelling place or other portions of CUSTOMER'S. Property. There will be NO MORE THAN ONE HOUSE, APARTMENT, OR MOBILE HOME connected in such a way as to be served by one meter. The customer assumes responsibility for any damage to metering equipment in making connection to the mELPLIC SERVICESCOMMENTS.

The failure of the customer to pay water charges duly imp shall result in the automatic imposition of the following pena

> EFFECTIVE 3/16/2020 PURSUANT TO 807 KAR 5011 SECTION 9 (1)

- 1. Payments received after the 10th of each month shall be subject to a 10% penalty.
- 2. If payment is not received by the 20th of the month, the customer's service will be disconnected.
- 3. In the event it becomes necessary for the District to disconnect the customers service, a \$50.00 disconnection charge will be charged and a fee of \$50.00 will be charged for reconnection of the service within office hours. Upon customer request, and subject to availability of maintenance staff, services may be reconnected outside regular working hours at the after-hours rate.

The customer agrees to comply with, and be bound by, the provisions of the policy and or Amendments of the Water District together with such rules and regulations as may, from time to time, be adopted by the Water District.

In Winess whereas, we have executed this agreement this 12 day of Nov.

Witness: Parindale Water District

ustomer Spouses -

. .

ar and ar

Drivers License



KENTUCKY PUBLIC SERVICE COMMISSION Kent A. Chandler **Executive** Director EFFECTIVE 3/16/2020 PURSUANT TO BUT KAR SUIT SECTION 9 [7]

Attachment 4 Lee Contract

CONTRACT FOR WATER SERVICE FARMDALE WATER DISTRICT

0C, 2022 between This contract made and entered into this _ day of the Customer: Whose address is

witnessed that for and in consideration of the efforts of the Water District, acting through the Board of Commissioners of the Farmdale Water District and the Kentucky Public Service Commission, the customer agrees to pay a tap fee of \$1,132.00 at the time of signing this contract to tap on to the water district's system, plus a \$70.00 security deposit.

The customer agrees to permit the WATER DISTRICT to lay, maintain, repair, remove, and disconnect a service line and meter, and read such meter at a point on Customers property to be designated by the WATER DISTRICT for each meter, with the right of ingress and egress for these purposes over customers property, and further to grant a WATER LINE EASEMENT to the WATER DISTRICT for the construction and operation of said water line. The property to be Served is a Residence ______ Mobile Home _______ located at this address _______

The customer will install and maintain a service line at his own expense, which service line will Begin at the water meter and extend to the dwelling place or other portions of CUSTOMER'S Property. There will be NO MORE THAN ONE HOUSE, APARTMENT, OR MOBILE HOME connected in such a way as to be served by one meter. The customer assumes responsibility for any damage to metering equipment in making connection to the meter or water main. Farmdale Water District does require that a cut off valve be installed the customer side.

	Kentucky
	public service commission
	Kent Chandler
	Executive Director
	10-th
	EFFECTIVE
	3/16/2020
F	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 1. Payments received after the 15th of each month shall be subject to a 10% penalty.
- 2. If payment is not received by the 25th of the month, the customer's service will be disconnected.
- 3. In the event it becomes necessary for the District to disconnect the customers service, a \$50.00 disconnection charge_will be charged and a fee of \$50.00 will be charged for reconnection of the service within office hours. Upon customer request, and subject to availability of maintenance staff, services may be reconnected outside regular working hours at the after-hours rate.

The customer agrees to comply with, and be bound by, the provisions of the policy and or Amendments of the Water District together with such rules and regulations as may, from time to time, be adopted by the Water District.

In Witness whereof, we have executed this agreement this day of 2022

Witness: **Farmdale Water District**

Customer

Drivers License

Drivers License

PHONE: