

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
CASE NO. 2023-00224

Electronically Filed

In the Matter of:

ELECTRONIC TARIFF FILING OF
LINDSEY ENTERPRISES, LLC FOR
INITIAL RULES, REGULATIONS,
AND RATES FOR FURNISHING GAS
SERVICE PURSUANT TO KRS
278.485

**LINDSEY ENTERPRISES, LLC'S RESPONSES TO COMMISSION STAFF'S
THIRD SET OF REQUESTS FOR INFORMATION**

Lindsey Enterprises, LLC ("Lindsey") states as follows for its responses to Commission Staff's Third Set of Requests for Information:

GENERAL STATEMENT

In response to the Commission Staff's requests for information, Lindsey has used its best efforts to provide all requested information and file all necessary paperwork requested by the Commission Staff. Lindsey is a very small, independent company that shares one well tender, one bookkeeper, Will Lindsey, Jr. and his mother with one affiliated company. The process of pursuing the tariff application in this case has created a severe financial hardship on the company and Lindsey would respectfully ask the Commission to review the application on the information that it has submitted.

Lindsey's business is the sale of wholesale gas and the company's computer software and its bookkeeping are geared toward that business. Lindsey only has farm taps because it is a state requirement. The price charged to the farm tap customers has been the same for the last 20 years and the company feels that the rate is very fair but is willing to consider a different rate that the Commission feels is most appropriate.

REQUEST NO. 1: Refer to Lindsey Enterprises' response to Commission Staff's First Request for Information (Staff's First Request), Item 2. Also refer to Lindsey Enterprises' response to Commission Staff's Second Request for Information (Staff's Second Request), Item 4.

- a. Explain whether Lindsey Enterprises will charge the \$100 reconnection charge if a customer requests disconnection and re-establishes service within 12 months given the fact that, in response to Staff's First Request, Item 2, Lindsey Enterprises indicated that the fee was included in the tariff in error. If so, fill out the following form as attached as Appendix A, providing all relevant calculations.
- b. Provide justification in the form of documentation from Lindsey Enterprises' bank showing the charges made for returned checks.
- c. For the \$15 delinquent collection fee, fill out the following form attached as Appendix A, providing all relevant calculations.
- d. Confirm that the labor associated with the non-recurring services was not included in the calculation of Lindsey Enterprises' monthly rates (customer and usage charge).

RESPONSE: a. Information is not available, and Lindsey does not have the ability to prepare Appendix A.

b. See attached.

c. Information is not available, and Lindsey does not have the ability to prepare Appendix A.

d. Lindsey confirms that the labor associated with the non-recurring services was not included in the calculation of Lindsey's monthly rates.

REQUEST NO. 2: Refer to Lindsey Enterprises response to Staff's Second Request, Item 9. Provide the text of the additional language Lindsey Enterprises proposes to include in its tariff.

RESPONSE: Lindsey has attached a copy of its initial submittal addressing this issue. Lindsey is open to including any and all additional information recommended by the Commission.

REQUEST NO. 3: When a customer requests to connect to Lindsey Enterprises' system, explain what will be installed and maintained by Lindsey Enterprises in relation to the connection and what will be installed and maintained by the customer in relation to the connection.

RESPONSE: Lindsey will install and maintain the meter and the lines from the well to the meter. The farm tap customer will be responsible for installing the lines from the meter to the residence, including the regulators and drip tank.

REQUEST NO. 4: For each non-recurring charge included in the proposed tariff, state whether Lindsey Enterprises is able to provide an estimate of the number of times it expects to assess the charge. If so, provide the expected number of charges for each along with an estimate of total revenue to be derived from non-recurring charges.

RESPONSE: There is no way for Lindsey to estimate the number of times it expects to assess the non-recurring charge. Lindsey expects that its farm tap customers will pay their bills timely and in the full amount charged, making the non-recurring charges unnecessary.

REQUEST NO. 5: Provide in full the information requested on the forms attached as Appendix B to this Order.

- a. For each amount given provide any supporting calculations to justify the amount. If a number is not available, please explain the reason why.
- b. Provide calculations for any other expenses incurred during the calendar year that are not included in the Vehicle/Gas Maintenance Expense, Billing Expense, Administration Expense, Postage and Office Expense, Well and Road Repairs Expense, Income Tax Provision Expense, Depreciation Expense, or previously submitted information like wages and benefit expenses.

RESPONSE: a. Lindsey does not have the ability to provide the information necessary to prepare Appendix A and/or B.

- b. Please see attached sheet providing confidential business information.

Respectfully submitted,

/s/ Billy R. Shelton _____

Billy R. Shelton, Esq.

bshelton@sbhlegal.net

SHELTON, BRANHAM & HALBERT, PLLC

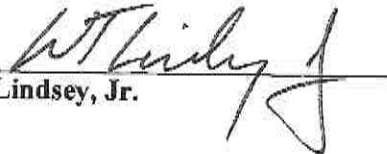
2452 Sir Barton Way, Suite 200

Lexington, KY 40509

859.294.6868

Counsel for Lindsey Enterprises, LLC

Dated: May 23, 2024



Will Lindsey, Jr.

STATE OF KENTUCKY

COUNTY OF FAYETTE

On this the 23 day of May, 2024, before me the undersigned notary public, personally appeared the above referenced individual, proven to me through satisfactory evidence of identification, to be the person whose name is signed above, and who swore or affirmed to me that the responses contained herein and the documents attached are truthful and accurate to the best of his knowledge and belief and are based upon records maintained by the subject entity.




Notary Public
My Commission Expires: 4-13-27

Direct Service Charges

ATM Transaction Fee	
Bank owned ATMs	FREE
All other ATMs	\$1.00
<i>Plus any fee charged by owner of ATM</i>	
Point of Sale (POS)	FREE
Card Replacement	\$5.00
Expedited Card or PIN Replacement	\$75.00
Business Internet Banking	
Basic (first 5 deposit accounts free; \$1.95 each thereafter)	\$1.95
BAI2 per month	\$75.00
Bill Payment Service per month	\$3.95
Bill Payment Stop Payment	\$20.00
EDI Reporting	\$9.95
Positive Pay	FREE
Stop Payment Charge (Limit 6 months)	\$20.00
View Check Images	FREE
QuickBooks Download	FREE
ACH Origination	\$14.95
Additional per item	\$0.09
Deletion, or reversal	\$5.00
Return item	\$3.00
Same Day ACH Origination	
Initial set-up fee	\$25.00
Per item fee	\$0.09
<i>(in addition to the regular per item fee)</i>	
ACH Token security device	Cost
Cashier's Check	\$4.00
<i>No charge for all employee and Community Trust Advantage Plus Interest accounts</i>	
Check Collection	
International In/Out	\$10.00
<i>(plus correspondent bank cost)</i>	
Check Order	Cost
Consumer Internet Banking	FREE
with Bill Payment	FREE

Counter Checks (first 5 free; \$0.50 each thereafter)	\$0.50
Dormant Account Fee per cycle <i>(Checking accounts - no activity for 12 months)</i>	\$7.50
Foreign Currency Transaction <i>(plus correspondent bank cost)</i>	\$10.00
Levy, Garnishment	\$75.00
Maintenance Fee – Paper Stmt Fee	\$3.00
Night Deposit Bag, Lock Bag	\$18.00
Night Deposit Bag, Zipper Bag	\$3.00
NSF/Overdraft Fee	\$32.00
Prepaid Cards	
Gift Card	\$3.95
Travel EMV Card	\$7.95
Reloadable (GPR) Card	\$4.95
Incentive Card	\$3.00
CTB Reload Fee	\$2.00
Research	\$15.00
<i>Per Hour (1-hour minimum)</i>	
Return Item Fee	\$32.00
Safe Box Lock Replacement, 1 key (minimum)**	\$85.00
Safe Box Drilling, No key (minimum)**	\$125.00
Snapshot Statement	\$3.00
<i>(1 month free; additional months \$3.00 each)</i>	
Stop Pay Charge (Limit 6 months)	\$20.00
Telephone Transfer by branch	\$3.00
Telephone Transfer via Convenience Line	FREE
Wire Transfers	
Incoming – Customer Domestic	\$10.00
Incoming – Non-Customer	\$20.00
Incoming – International	\$18.00
Outgoing – Customer Domestic Template	\$15.00
Outgoing – Customer Domestic Other	\$25.00
Outgoing – Non-Customer Domestic	\$25.00
Outgoing – International	\$60.00

** Price of safe box drilling will vary based on travel time and price of lock. The amount listed is the minimum.

LINDSEY ENTERPRISES, LLC

Of:
105 Laurel Lane
Pikeville, KY 41501

**RATES, RULES, AND REGULATIONS
FOR FURNISHING NATURAL GAS TO CUSTOMERS**

Date of Issue: _____

Date Effective: _____

Issued by: 
Will T. Lindsey, Jr.
Member

Issued by Authority of an Order of the Public
Service Commission of KY

in Case No.: _____

Dated: _____

RATES AND CHARGES

APPLICABLE:

Available to applicants along the gas lines of Lindsey Enterprises, LLC

AVAILABILITY OF SERVICE:

Farm Tap service in Pike, Floyd, Knott, Letcher, and Perry Counties

FARM TAP RATES:

Monthly Customer Charge	2 metric cubic foot per month
Minimum Bill	\$18.00 per month
All additional MCF	\$9.00 per metric cubic foot

Date of Issue: _____

Date Effective: _____

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Service Commission of KY

in Case No.: _____

Dated: _____

RULES AND REGULATIONS

1. Bills for service will be rendered monthly, the term "month" shall mean the period between consecutive meter readings which shall be taken, as nearly as possible, every thirty (30) days.
2. Bills are rendered on or about the 1st day of the month for service furnished during the previous month and are due on that date. Bills not paid by the 12th of the month shall be subject to a 10 percent penalty on the monthly amount due. A penalty will not be charged on an existing penalty.
3. A charge of \$200 shall be charged for each new service tap, including saddle and first shutoff valve that Lindsey Enterprises, LLC must furnish and install.
4. A reconnection charge of \$100 shall be paid before service is restored following disconnection of service for nonpayment of bills.
5. A reconnection charge of \$100 shall be paid by customers which request a disconnection and subsequently re-establish service at the same premises within 12 months.
6. A service charge of \$25 will be imposed on any customer whose check is returned from the bank due to insufficient funds. Such account will be considered

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in arrears, subject to penalty and possible termination after notice pursuant to KAR 5:006, Section 11.

7. A charge of \$15 will be levied when a trip is made to collect a delinquent bill after proper notice.

8. Service will not be discontinued for nonpayment of bills without first having made a reasonable effort to induce the customer to pay the balance due. A 10-day written notice of cut-off will be given to the customer but the cut-off shall not be effected before 27 days after the mailing date of the original bill. This notice is separate from the bill and will include notification of state, local, and federal programs, if any, and their address, which provide assistance in payment of utility bills under certain conditions.

9. Lindsey Enterprises, LLC shall not be liable to Customer for discontinuance of service resulting from the plugging, abandonment, or change in the use of any of its wells. It is understood that the line from which Lindsey Enterprises supplies gas is not permanent and that service to the Customer by Lindsey Enterprises may cease, either temporarily or permanently, if Lindsey Enterprises in its sole discretion discontinues transportation of gas through that line. In such cases, either party hereto may cancel this arrangement on fifteen (15) days written notice without prejudice to the right of Lindsey Enterprises to continue to supply gas to other customers; and Lindsey Enterprises shall not be liable for any deficiency in the supply caused by the use of pumping stations, breakage of lines, or other causes, or for any claim for damage on account of any matters set forth in this paragraph.

10. For matters not addressed herein, Lindsey Enterprises, LLC adopts the applicable rules of the Public Service Commission.

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Dated: _____

LINDSEY ENTERPRISES, LLC
CONFIDENTIAL BUSINESS INFORMATION – NOT FOR PUBLIC DISCLOSURE

5. b.

For the 12-month period ending 12-31-2023:

- Gross Wages: \$41,912.00
- Health Ins.: \$16,126.13
- Workman's Compensation: \$4,593.08
- Payroll Taxes: \$3,206.06
- Natural gas costs: answered in request 1 answer 1B, answer 7 and answer 10
- Vehicle gas/maintenance: \$11,246.35
- Postage and Office Expenses: \$3,093.94
- Well and road repairs: \$15,248.40

'Free Gas' Farm Tap Recipients: Request 1 answer 14, attachment pages 5-164

Typical Farm Tap Recipients: Request 1 answer 8 & 9, attachment pages 5-164

Number of Total Recipients: Request 1 answer 8, attachment pages 5-164