

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
CASE NO. 2023-00225

Electronically Filed

In the Matter of:

ELECTRONIC TARIFF FILING OF
LINDSEY & ELLIOT GAS GO. FOR
INITIAL RULES, REGULATIONS,
AND RATES FOR FURNISHING GAS
SERVICE PURSUANT TO KRS
278.485

**LINDSEY & ELLIOTT GAS CO.'S RESPONSES TO COMMISSION STAFF'S
THIRD SET OF REQUESTS FOR INFORMATION**

Lindsey & Elliott Gas Co. 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 & Elliott Gas Co. has used its best efforts to provide all requested information and file all necessary paperwork requested by the Commission Staff. Lindsey & Elliott Gas Co. 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 & Elliott Gas Co. would respectfully ask the Commission to review the application on the information that it has submitted.

Lindsey & Elliott Gas Co.'s business is the sale of wholesale gas and the company's computer software and its bookkeeping are geared toward that business. Lindsey & Elliott Gas Co. 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 & Elliott Gas' response to Commission Staff's First Request for Information (Staff's First Request), Item 2. Also refer to Lindsey & Elliott Gas' response to Commission Staff's Second Request for Information (Staff's Second Request), Item 4.

- a. For both the reconnection charge if a customer requests disconnection and re-establishes service within 12 months and the delinquent collection charge, fill out the following form attached as Appendix A, providing all relevant calculations.
- b. Explain why Lindsey & Elliott Gas has proposed a reconnection charge of \$100 for service that is disconnected for non-payment of bills when 807 KAR 5:025, Section 7(1) limits such amount to \$25.
- c. Provide justification in the form of documentation from Lindsey & Elliott's bank showing the charges for returned checks.
- d. Confirm that the labor associated with the non-recurring services was not included in the calculation of Lindsey & Elliott Gas' monthly rates (customer and usage charge).

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

b. Lindsey & Elliott Gas Co. is willing to accept a reconnection charge in the amount of \$25 pursuant to the referenced regulation.

c. See attached.

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

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

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

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

RESPONSE: Lindsey & Elliott Gas Co. 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 & Elliott Gas 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 & Elliott Gas Co. to estimate the number of times it expects to assess the non-recurring charge. Lindsey & Elliott Gas Co. 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 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 & Elliott Gas Co. 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

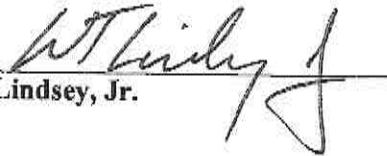
2452 Sir Barton Way, Suite 200

Lexington, KY 40509

859.294.6868

Counsel for Lindsey & Elliott Co.

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

Truist Additional Banking Fees and Services

Overdraft Fee

• Negative Account Balance Fee (When you overdraw Federal secured balance remains overdraft for seven consecutive calendar days)	No Charge
• Overdraft (OD) Returned Item Fee (Maximum three [3] per day, first charged per day) \$36.00 per item	No Charge
• Overdraft Protection Transfer Fee	No Charge
• Overdraft Protection Deposit Fee	No Charge
- From a linked Truist business credit and loan run one [1] fee charge per day per linked account	No Charge
- From a linked Truist business credit and loan run one [1] fee charge per day per linked account	No Charge
- From a linked Truist business credit and loan run one [1] fee charge per day per linked account	No Charge
• 2% of each cash advance for Overdraft Protection. (\$1.00 minimum, \$75.00 maximum)	No Charge

Returned Deposited and/or Cashed Item Services

• Returned Deposit/Item Fee	\$12.00 (This fee does NOT apply to the account types below.)
• RD - Store Processing	No Charge
• Alternate Address Advice	No Charge
• Special Handling Maintenance Fee	\$20.00/monthly
• Re-deposit (Re-cashed Returned Deposit/Item)	\$8.50 per item
- (This fee does apply to the account types below)	
- Re-deposit (Re-cashed Returned Deposit/Item)	\$20.00 per item
- (This fee does NOT apply to the account types below)	
- Deposited Item Return - Fed [®]	\$2.00
- Secure Item Email Notification	No Charge
- RD - Alternate Account	No Charge
- RD - General Institutions	No Charge
- Secondary Address Address	No Charge

Statement and Check Image Services

• Paper Statement Fee/Paperless Online Statement Fee	No Charge
• Check photocopy, e-check or print	\$5.00/copy
(Check, Stopkeeping and Enhanced Check Images with Statement clients receive their first three copies at no charge)	
• Check Stopkeeping	No Charge
(Only cold check transaction summary is included in the statement)	

Deposit Statements

• Statement Statement	\$5.00
- (A statement that is produced on a day other than the normal statement cycle but otherwise regular statement will include all activity beginning with the last regular statement cycle cut date up to its current statement cut date)	
- Custom Calendar Statement Fee (per month)	\$10.00
- (A custom statement that is generated on a calendar cycle including, but not limited to weekly and/or bi-weekly frequencies)	
• Account Analysis Statements	No Charge
- Japan Request	No Charge
- Duplicate Analyze Statement	\$10.00 (fee is per monthly statement cycle. A statement that is mailed to an alternate address)
- Account Analyze Price Fee	\$25.00 (billed clients; fee is per monthly statement cycle)
• Check Images	\$4.00/monthly (fee per statement cycle. Front and back images of 5 good checks per page are included in the statement.)
- Enhanced Check Images with Statement	\$3.00/monthly (front and back images of 3 good checks per page are presented.)
- Additional fee per check image	\$0.06 (fee is waived for Trust Simple Business Checking, Basic Public Fund Checking, Public Fund Interest Checking, Trust Community Checking, Trust Dynamic Business Checking, Commercial/State Checking, Trust Simple Business, Savings, Public Fund MBS, Business Managers MBS, Trust Business Money Markets and IRA accounts)

Sweep Services

• IRA T-Sweep	\$125.00/monthly
• Credit Line Sweep	\$275.00/monthly
• Working Capital Solutions Credit Line Sweep	\$275.00/monthly

1. Overdraft fees are charged when you overdraw your account. Overdraft fees are charged for each overdraft. The maximum amount you can overdraw is \$500. Overdraft fees are charged for each overdraft. The maximum amount you can overdraw is \$500. Overdraft fees are charged for each overdraft. The maximum amount you can overdraw is \$500.

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LINDSEY & ELLIOTT

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:

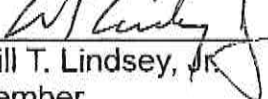
Farm Tap service in Pike, Floyd, Knott, Letcher, and Perry Counties

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

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Member

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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 & Elliott, 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 & Elliott 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 & Elliott supplies gas is not permanent and that service to the Customer by Lindsey & Elliott may cease, either temporarily or permanently, if Lindsey & Elliott 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 & Elliott to continue to supply gas to other customers; and Lindsey & Elliott 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 & Elliott adopts the applicable rules of the Public Service Commission.

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Dated: _____

LINDSEY & ELLIOTT CO.
CONFIDENTIAL BUSINESS INFORMATION – NOT FOR PUBLIC DISCLOSURE

5. b.

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

- Gross Wages: \$119,715.00
- Workman's Compensation: \$4,593.08
- Payroll Taxes: \$9,158.22
- Natural gas costs: answered in request 1 answer 1B, answer 7 and answer 10
- Vehicle gas/maintenance: \$8,893.58
- Postage and Office Expenses: \$3,101.31
- Well and road repairs: \$5,551.40

'Free Gas' Farm Tap Recipients: Request 1 answer 12, attachment pages 2-170

Typical Farm Tap Recipients: Request 1 answer 6, attachment pages 2-170

Number of Total Recipients: Request 1, attachment pages 2-170