

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF SALT RIVER ELECTRIC)
COOPERATIVE CORPORATION FOR AN)
ORDER ISSUING A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO)
CONSTRUCT AN ADVANCED METERING)
INFRASTRUCTURE SYSTEM (AMD) PURSUANT)
TO 807 KAR 5:001 AND KRS 278.020)

CASE No.
2019-00399

RECEIVED
JAN 15 2020
PUBLIC SERVICE
COMMISSION

ATTORNEY GENERAL'S SUPPLEMENTAL DATA REQUESTS

Comes now the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits these Supplemental Data Requests to Salt River Electric Cooperative Corporation [hereinafter "SRECC" or "the Company"] to be answered by the date specified in the Commission's Orders of Procedure, and in accord with the following:

- (1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate request item will be deemed a satisfactory response.
- (2) Identify the witness who will be prepared to answer questions concerning each request.
- (3) Repeat the question to which each response is intended to refer. The Office of the Attorney General can provide counsel for SRECC with an electronic version of these questions, upon request.
- (4) These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.

(5) Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

(6) If you believe any request appears confusing, request clarification directly from Counsel for the Office of Attorney General.

(7) To the extent that the specific document, workpaper or information as requested does not exist, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

(8) To the extent that any request may be answered by way of a computer printout, identify each variable contained in the printout which would not be self-evident to a person not familiar with the printout.

(9) If the company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, notify the Office of the Attorney General as soon as possible.

(10) As used herein, the words "document" or "documents" are to be construed broadly and shall mean the original of the same (and all non-identical copies or drafts thereof) and if the original is not available, the best copy available. These terms shall include all information recorded in any written, graphic or other tangible form and shall include, without limiting the generality of the foregoing, all reports; memoranda; books or notebooks; written or recorded statements, interviews, affidavits and depositions; all letters or correspondence; telegrams, cables and telex messages; contracts, leases, insurance policies or other agreements; warnings

and caution/hazard notices or labels; mechanical and electronic recordings and all information so stored, or transcripts of such recordings; calendars, appointment books, schedules, agendas and diary entries; notes or memoranda of conversations (telephonic or otherwise), meetings or conferences; legal pleadings and transcripts of legal proceedings; maps, models, charts, diagrams, graphs and other demonstrative materials; financial statements, annual reports, balance sheets and other accounting records; quotations or offers; bulletins, newsletters, pamphlets, brochures and all other similar publications; summaries or compilations of data; deeds, titles, or other instruments of ownership; blueprints and specifications; manuals, guidelines, regulations, procedures, policies and instructional materials of any type; photographs or pictures, film, microfilm and microfiche; videotapes; articles; announcements and notices of any type; surveys, studies, evaluations, tests and all research and development (R&D) materials; newspaper clippings and press releases; time cards, employee schedules or rosters, and other payroll records; cancelled checks, invoices, bills and receipts; and writings of any kind and all other tangible things upon which any handwriting, typing, printing, drawings, representations, graphic matter, magnetic or electrical impulses, or other forms of communication are recorded or produced, including audio and video recordings, computer stored information (whether or not in printout form), computer-readable media or other electronically maintained or transmitted information regardless of the media or format in which they are stored, and all other rough drafts, revised drafts (including all handwritten notes or other marks on the same) and copies of documents as hereinbefore defined by whatever means made.

(11) For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.

(12) In the event any document called for has been destroyed or transferred beyond the control of the company, state: the identity of the person by whom it was destroyed or transferred, and the person authorizing the destruction or transfer; the time, place, and method of destruction or transfer; and, the reason(s) for its destruction or transfer. If destroyed or disposed of by operation of a retention policy, state the retention policy.

(13) Provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response, in compliance with Kentucky Public Service Commission Regulations.

(14) "And" and "or" should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.

(15) "Each" and "any" should be considered to be both singular and plural, unless specifically stated otherwise.

Respectfully submitted,

DANIEL CAMERON
ATTORNEY GENERAL



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Certificate of Service and Filing

Counsel certifies that an original and ten photocopies of the foregoing were served and filed by hand delivery to Ms. Gwen R. Pinson, Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601; counsel further states that true and accurate copies of the foregoing were mailed via First Class U.S. Mail, postage pre-paid, to:

Salt River Electric Cooperative Corp.
111 West Brashear Ave.
P. O. Box 609
Bardstown, KY 40004

Tim J Sharp
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This 15th day of January, 2020.



Assistant Attorney General

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1. Reference SRECC's response to PSC 1-3. Does SRECC believe that during the proposed four-year installation period for the Aclara AMI meters, it will use all of the 1,073 TS2 meters it has in stock pending the completion of the Aclara roll out?
 - a. If SRECC is not able to use all of the remaining TS2 meters, explain what the Company intends to do with the remaining TS2 meters.
 - b. Explain whether SRECC anticipates being able to sell any remaining TS2 meters or parts depending on condition, either from the reconditioned pool or from the field as the new Aclara AMI meters are installed, or whether all TS2 meters will be retired.
2. Reference the response to PSC 1-8. Explain how SRECC intends to seek the change in depreciation rates for the TS2 meters referenced in this response.
3. Reference the Commission's Second Data Request, item nos. 1 and 2, discussing cost-benefit analyses that SRECC may have conducted regarding the proposed Aclara AMI roll out. With regard to any and all such cost benefit analyses, explain whether SRECC factored in the \$5.762 million in stranded costs arising from the undepreciated TS2 meters, as further referenced in the Company's response to PSC 1-8, and whether these costs were included on the cost side of such studies. If not, explain why not.
4. Reference the response to AG 1-2, wherein SRECC stated it incurs software/hardware support and backhaul cost with the Landis & Gyr system. Provide the amount of those costs, on an annual basis.
 - a. Provide the amount of those costs which the Company expects to incur with regard to the Aclara roll out, on an annual basis.
5. Reference the response to AG 1-5. Provide a discussion on whether SRECC customers will be given the right to opt-out of receiving an Aclara meter.
 - a. If so, explain what kind of meter they would receive in lieu of an Aclara meter.
 - b. If not, explain why not.
6. Provide a discussion on how the Company complies with all Commission regulations regarding disconnects / reconnects with regard to its current metering infrastructure, and how it will comply with those regulations with regard to the Aclara meters.

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7. Reference the responses to AG 1-11. With regard to the communication module:
 - a. Provide the name of the module manufacturer;
 - b. Provide the cost;
 - c. Provide the projected lifespan;
 - d. Explain whether the module will have a battery. If so, provide the expected lifespan of that battery; and
 - e. Explain if the module battery carries any warranty, and if so, provide the terms of the warranty.
8. Reference the response to AG 1-16 (a). Explain whether SRECC would incur additional costs in order for the Aclara RF system to engage in communicating with "other distribution equipment," including breakers, reclosers, regulators, capacitors, distributed generation resources, load tap changers, smart inverters, fault circuit indications, and other communications capable devices. If so, provide cost projections.
 - a. Refer also to the response to AG 1-23. Explain whether the "other distribution equipment" referenced above would have to receive an Aclara communications module.
9. Reference the response to AG 1-20. Does SRECC anticipate an expansion of its load control program as a result of switching to the Aclara meter system? Explain.
 - a. Refer also to the lack of a response to AG 1-20 (d). Provide a response to the question posed.
10. Reference the response to AG 1-22. Explain whether customers participating in the Pre-Pay Program will notice any differences when they are switched to the Aclara meters. If so, provide an explanation.
11. Reference the response to AG 1-26 (c). Provide an estimate of the total costs for early retirements of substation infrastructure resulting from replacement of that infrastructure, with infrastructure associated with the Aclara AMI program.
 - a. Explain how SRECC will seek the proposed change in depreciation rates.
12. Reference the response to AG 1-34. Provide details on when SRECC last gave a capital credit distribution to its customers.

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13. Reference the response to AG 1-35. Explain whether customers will notice any changes in their portal with the changeover to Aclara meters, and whether SRECC has tested the portal system with Aclara meters. Explain also whether there is any time delay between the usage and the data customers see, or whether it is true real-time data.
 - a. Provide any data SRECC has regarding the frequency with which its member-owners check their meter portal.

14. Reference the response to AG 1-27 (a), wherein SRECC stated that for residential customers, the per meter breakdown total cost is estimated at \$109.81. Also reference formerly confidential Appendix A, which provides a different estimated meter and infrastructure installed cost for a RF Meter Single Phase. Reconcile the two figures.

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