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PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Sarah Sperry, Complainant

vs.

Atmos Energy Corporation, Defendant

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)
)
)

CASE NO.
2019-00138

**ATTORNEY GENERAL'S MOTION FOR LEAVE TO FILE DATA REQUESTS
TO ATMOS ENERGY CORPORATION**

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and hereby moves the Commission for leave to file the attached data requests to Atmos Energy Corporation ("Atmos").

In support of this motion, the Attorney General states that in light of the extent of the meter reading problems Atmos encountered in its system over the past few months, it would be helpful to the Commission and the Attorney General to conduct written discovery to determine the number of customers affected, the extent to which Atmos has advised those customers of the problems, and the amounts that are back-owed. Additionally, Atmos has stated that it has engaged in a system-wide replacement of customer meters. The Attorney General has questions regarding the progress of this project, its expected completion date, and the measures Atmos has taken to ensure that customers who still do not have a WMR meter will not experience mis-reads.

WHEREFORE, the Attorney General respectfully requests that the Commission grant his motion.

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:

Sarah Sperry
1206 E. 10th Ave.
Bowling Green, KY 42103

Matthew J. Baker
911 College St.
Bowling Green, KY 42101

Mark A. Martin
Atmos Energy Corporation
3275 Highland Pointe Dr.
Owensboro, KY 42303

Mr. John N. Hughes, Esq.
124 W. Todd St.
Frankfort, KY 40601

This 2nd day of July, 2019.

A rectangular box containing a handwritten signature in cursive script, which appears to be "M. Martin".

Assistant Attorney General

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In The Matter of:

Sarah Sperry, Complainant)	
)	CASE NO.
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)	
Atmos Energy Corporation, Defendant)	

ATTORNEY GENERAL’S INITIAL DATA REQUESTS TO ATMOS

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits these Initial Data Requests to Atmos Energy Corp. [hereinafter “Atmos” or “the Company”] to be answered by the date specified in the Commission’s Order 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 Atmos 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,

ANDY BESHEAR
ATTORNEY GENERAL



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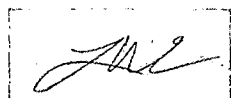
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This 2nd day of July, 2019.



Assistant Attorney General

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Attorney General's Initial Data Requests

1. Provide the number of customers affected by errant meter readings of the type reflected in the instant complaint.
 - a. For all such affected customers, provide the number of bills that were based upon the errant meter readings.
 - b. Provide the total amounts that are back-owed for all such affected customers.
 - c. If any customers were provided credits or refunds as a result of errant readings, provide the total sum.
 - d. Was any interest paid on the credits or refunds?
 - e. State whether Atmos has sought restitution from the contractor whose employees were responsible for the errant readings for any sums not recoverable from the affected customers. If not, explain fully why not.
 - (i) State whether the contractor has any applicable errors and omissions ("E&O") insurance coverage that could or may provide coverage for any sums not recoverable from the affected customers.
2. Identify the contractor involved in the errant meter readings.
3. State whether Atmos has any indication of whether the employees of the contractor responsible for the "scam," as Atmos refers to the errant readings, were attempting in any manner to personally profit from the errant readings. If so, provide a description.
4. State whether Atmos has had to pay the contracted meter reading company any additional sums as a result of the alleged scam. If so, provide complete details.
5. State whether Atmos has ever experienced any similar problems involving other contracted meter reading firms. If so, provide details including how Atmos resolved any such problems, whether it obtained restitution, and whether it notified the Commission of the problems.
6. State whether Atmos has in the past five (5) years experienced any incidents in which a customer or customers were billed for their neighbor's usage. If so, provide details including whether the Company notified the Commission of the incident(s), and the identity of the meter reading contractor.
7. Reference Atmos' Answer, page 2, footnote 4, in which the Company states, "Atmos Energy is in the process of completing the process of replacing all of its residential meters in Kentucky with WMR meters."

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- a. Confirm that this is the same meter replacement program discussed in Case No. 2012-00428.
 - b. Has Atmos sought or received a CPCN for these WMR (or any other) meters?
 - c. Confirm that in response to PSC 2-96 in that case, Atmos stated that in 2012 it installed a pilot project in Livermore, Kentucky.
 - (i) Describe the type of meter and/or automated reading device installed in that pilot project.
 - (ii) Provide the projected lifespan of the meters involved in that pilot project.
 - (iii) State how frequently the meters transmit usage data.
 - (iv) Provide the lifespan of the battery used in the meter.
 - (v) State whether those meters are capable of technology upgrades (whether hardware, firmware or software).
 - d. Provide a discussion of whether the meter replacement program has assisted in detecting leaks, and if so, how.
 - e. Can Atmos confirm that the lifespan of the module's battery depends in part on how frequently the module transmits data? If not, why not?
 - (i) Is the number of module transmissions reduced in warm weather months? If not, why not?
8. Reference Atmos' response to PSC 1-113, and PSC 2-12 in Case No. 2012-00428. Are the meters and related systems Atmos is currently installing the same as provided in Atmos' response (Sensus FlexNet)? If not, describe any material variances.
9. If Atmos is installing only meter-reading devices in lieu of actual new meters, state whether the devices are AMI (two-way communication capable), AMR (one-way communication capable), or some other technology.
10. Were any of the customer accounts subject to the fraudulent activities Atmos referenced served by any of the newer replacement meters?
- a. If so, were any such meters equipped with AMI or AMR modules?
 - b. If the response to subpart (a), above, is "yes," identify the account holder(s) and their location.
11. Provide any cost-benefit analyses Atmos conducted regarding the meter replacement program.

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- a. Did the cost-benefit analysis take into consideration any stranded costs resulting from the premature retirement of existing meters and related infrastructure? If not, why not?
 - b. Provide any net present value analyses Atmos may have conducted regarding the value of all benefits associated with the meter replacement program.
12. State the basis upon which Atmos is financing costs incurred for the meter replacement program (i.e., are the costs capital expenditures?).
- a. Explain whether the capital used for the meter replacement program is derived in any manner from Atmos' PRP program.
13. Provide the depreciation levels for all types of meters used on Atmos-Kentucky's system.
14. On what basis are the new meters being deployed (i.e., on the basis of a billing area, on an as-needed basis anywhere in the system, etc.).
- a. Provide an estimated completion date for the meter replacement program.
 - b. Will any of the meters and/or modules reach the end of their lifespan before all meters / modules have been replaced throughout the Atmos-Kentucky system?
15. Since the start of the new meter deployment program, has Atmos documented any savings in the following expenses:
- a. O&M;
 - b. Personnel head count (meter readers);
 - c. Reduced human error;
 - d. Safety;
 - e. Theft of service; and
 - f. Non-technical losses.
16. Using the Company's most recent base rate case as a basis, describe where any operational savings derived from the deployment of the new meters are reflected in the Company's rates.

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17. Provide the warranty period covering the meters / modules.
18. Provide a discussion of the extent to which the new meters / modules and related infrastructure, including hardware, firmware and software, can be upgraded in order to meet the anticipated revisions to any applicable technical standards.