Companies (YEC & AEY) 2024 – 2025 Terms and Conditions of Service

Round 1 Information Requests of YEC and AEY
from
John Maissan

Application

JM-Companies (Cos)-1-1	Page 3 (PDF 5/115) No. 7: "… significant load increases, like those from Electric Vehicles (EVs)." (a) Are the Companies referring to the monthly energy consumption of EVs or the demand of a certain type or 'level' of charger? (b) If the reference is to the monthly energy consumption, please provide the Yukon based data on which the utilities relied to determine that an EV would require a significant increase in monthly energy. (c) If the reference is to the demand of a certain level(s) of EV charger please provide the details for each of level 1, level 2, and level 3 chargers.
JM-Cos-1-2	Page 4 (PDF 6/115) No. 15: Appropriate MIL balance: (a) Please explain in more detail the meaning of the following terms with respect to the cost to connect a customer to the Utilities' distribution infrastructure: a. Uneconomic bypass b. Intergenerational inequity c. Depriving the utility of a fair return on assets it owns and operates, and what specifically are the assets being referred to here (b) Please explain what is meant by the last sentence in this paragraph – is it saying that if the Companies' allowable investment is too low (and the customer portion too high) this will deter new connections and hurt the Yukon economy? Please explain in light of the present MIL rates being too low and the rapidly increasing utility loads for the past several years. (c) Please provide a table of typical MIL rates for both northern and southern Canadian electric utilities – please include the present and proposed Yukon MIL rates in the table for comparison.

Appendix 2 (For ease of reference regarding changes, Appendix 1 was not used for these IRs)

JM-Cos-1-3	Page 4 (PDF 59/115) "Multiple Dwelling" compared to "Single Family Dwelling" [Page 5 (PDF 60/115)]:

	(a) Is a Single Family Dwelling that develops a separately metered suite (containing a bedroom, living room, and kitchen) in the basement now considered a Multiple Dwelling to be billed at General Service rates? (b) Is a Single Family Dwelling that builds a separate building, containing a bedroom, living room, and kitchen that is separately metered, on the same lot, considered a Multiple Dwelling? (c) Please explain how the Companies treat each of these two situations. (d) Please explain how the Companies accommodate the arrangements for additional dwelling units on existing Single Family Dwelling lots that are being encouraged by the City of Whitehorse.
JM-Cos-1-4	Page 5 (PDF 60/115) "Seasonal Service": (a) Why was "Seasonal Service" added to these Terms and Conditions of Service? (b) What is the purpose of the clause "…when the overnight temperature is forecast to drop below zero (0) degree Celsius." which follows the two specified time periods which cover the entire year? (c) Was this clause intended to apply only to the winter season period of October 15 to April 15 when the temperature could be 0°C or lower on any given day? (d) What customer class or classes are eligible for Seasonal Service? (e) What rate schedule or schedules apply to Seasonal Service? (f) What is the seasonal connection and disconnection process by the Companies?
JM-Cos-1-5	Page 5 (PDF 60/115) "Standard Meter": (a) What is the practical meaning of "means a meter that has the capability of remotely communicating with the Company's metering network …"? (b) Does this meaning include the capability of remote reads, remote connects, remote disconnects? (c) Any other practical functions?
JM-Cos-1-6	Page 6 (PDF 61/115) Clause 3.4: (a) Is the clause "… or unless otherwise permitted by legislation." added to enable third party electricity sales only through EV charging stations or are there other applications? If so, please specify all.
JM-Cos-1-7	Page 7 (PDF 62/115) Clause 3.5 (a) This clause would appear to prevent any Customer from signing an easement with the Company (serving this Customer) that would allow the Company to cross any portion of their lot in order to provide

	service to a new customer. Please clarify the meaning of this clause. (b) Is this clause intended to say: A Customer shall not extend or permit the extension *of the Customer's facilities* connected to the Company's Facilities …"; in other words no new customer may be connected to a Company's Facilities through an existing Customer?
JM-Cos-1-8	Page 10 (PDF 65/115) Clause 4.4(b) (a) To be grammatically consistent, should not the last word in this subclause be "Customer" singular rather than plural?
JM-Cos-1-9	Page 10 (PDF 65/115) Clause 4.5 (a) With respect to subclause (a) please also refer to relevant questions on Clause 8.1. (b) Subclause (b) is too vague, more specificity is required. For example: i. If a Residential Customer who has a 200 Amp Company connection to their meter upgrades their home electrical panel from 100 Amps to 200 Amps, will they require the Company's written permission? ii. If a Residential Customer who has a 200 Amp Company connection to their meter and a 200 Amp electrical panel but has only been using the equivalent of 100 Amp Connected Load usage, will they require the Company's written permission to add a 50 Amp load to their existing electrical panel? (c) Subclause (c) requires more specificity with respect to EV chargers, for example: i. Does a level 1 charger (120 volts, 15 amps – same as an electric kettle) require written permission from the Company? ii. Does a level 2 charger (240 volts, 30 Amps – same as a clothes dryer) require written permission from the Company?
JM-Cos-1-10	Page 12 (PDF 67/115) Clause 4.8 (a) With respect to subclause (b) of the existing Terms and Conditions of Service, the table provided for cost sharing for very expensive Extensions of Service of 10 years because the original Customer would be paying for this extension of service for 10 years through local improvement charges while free loaders could, in prior Electric Service Regulations connect after 5 years without paying any contribution. i. Why have the Companies now proposed to eliminate the 10-year cost sharing period rather than just change the threshold cost for the cost sharing? ii. Since the existing Terms and Conditions of Service came into

	effect in 2011, how many projects have each of (1) YEC and (2) AEY had that were eligible to be cost shared over a 10 year period and how many actually did result in cost sharing?
JM-Cos-1-11	Page 12 & 13 (PDF 67 & 68/115) Clause 4.10 (a) Please clarify if this clause applies to an existing **Customer** or only to a prospective new **customer**. If (existing) Customers are charged differently from prospective (new) customers, please clarify what charges and credits apply in each case. (b) In subclause (a) please list: i. The typical Facilities components that are reused by the Company and describe how the reuse values are determined, and ii. The typical Facilities components that are not reused by the Company and describe how the scrap values are determined. (c) In subclause (b) **assuming that this Clause 4.10 is approved by the Yukon Utilities Board as written,** would an existing Customer converting to underground service from overhead service pay for the actual cost less the new approved Maximum Company Investment as specified in Schedule B regardless of the then MIL amount invested by the Company at the time this Customer's present location was first provided with electrical service, or the difference between them?
JM-Cos-1-12	Page 13 (PDF 68/115) Clause 4.13 (a) Both YEC and AEY are expending efforts to "modernize" the grid. Electric heat and the attendant increase in peak YIS loads has been a concern for the Companies and an expense to all Customers as YEC has had to increase diesel rentals. The Companies have instituted a Peak Smart program and participated in or supported others like the Electric Thermal Storage and heat pump programs in an effort to minimize present and future peak loads and winter energy demands. It would stand to reason that with the increase in the number of condominium buildings being built that the Companies would also direct efforts at improving electrical efficiency in these. However, the effect of subclause (a) is to encourage electric baseboard heat in Multiple Dwelling units and to discourage larger building-wide and more electrically efficient shared heating systems by metering them at the General Service rate rather than at the residential rate. i. Why have the Companies not modernized the ways in which such shared and more electrically efficient systems are treated so that the common use portions of such systems are billed at the General Service rate, but the portions used by the individual Single Family Dwelling units are billed at the Residential rates?

JM-Cos-1-13	Page 16 (PDF 71/115) Clause 5.5 (a) When a prospective new customer requests an electrical Service that requires brushing on the new customer's property, does the Company provide the surveying for and the flagging of the area to be brushed, including marking any adjacent danger trees identified, and a written copy of the standard of brushing that must be met? (b) Where an existing Service on a Customer's property is in need of brushing, does the Company alert the affected Customer to this need, provide a hard copy of the standard to that Customer, and a reasonable time frame within which that brushing must be completed? If not, by what process is the brushing completed?
JM-Cos-1-14	Page 17 (PDF 72/115) Clause 6.1 (a) With respect to sub clause (c), please describe the features of a "Standard Meter" as of the date of the response to this IR. Subject to the Company having the appropriate supporting infrastructure is this meter capable of: i. Remote meter reads? ii. Remote disconnects and connects? iii. Any other AMI functions? If so please list them. (b) Once these AMI functions are operational for any Customers, how will the cost based fees outlined in Schedule D change?
JM-Cos-1-15	Page 20 (PDF 75/115) Clause 7.2 (a) With respect to subclause (f) the actual time periods between meter readings can presently vary from 28 days to 34 days without proration of rate blocks based on the number of days in the billing period. With the implementation of AMI and remote reads will the reading periods be automated to always be 30 or 31 days, or will the reads always take place on the same calendar day of the month?
JM-Cos-1-16	Page 23 (PDF 78/115) Clause 8.1 (a) For Residential Customers please define in absolute and percentage terms what is meant by "any material change in Connected Load". (b) What are the metrics that define a "any material change in Connected Load" for General Service customers of different sizes? (c) Does this include any increase in Connected Load that is still within a Company's Facilities capacity at the Customer's meter? For example if a Customer with a Connected Load of 60 Amps on a 100 Amp electrical panel, but with Company Facilities capable of delivering 100 Amps to the meter, installs a new 30 Amp load (for example a 30-Amp clothes dryer or level 2 EV charger) must they give the Company prior written notice?

	(d) Does this clause only apply when a Residential or General Service Customer wishes for the Company to increase the Company's Facilities amperage capability to the meter beyond the existing capability of the service, for example increasing a service capacity from 100 Amps to 200 Amps to the meter to accommodate the installation of electric heat? (e) Is this clause intended to include any change in the time and energy usage of the existing Customer Connected Load?
JM-Cos-1-17	Page 23 (PDF 78/115) Clause 8.3 With respect to Residential Customers: (a) If an existing Residential Customer with a Company overhead service capable of 100 Amps wishes to upgrade their service to 200 Amps, requiring new Company Facilities will the Customer have to pay: i. All costs less the estimated salvage values, OR ii. All costs less the estimated salvage values and less the new MIL level of $10,337, OR iii. All costs less the estimated salvage value less the difference between the new MIL level and the MIL level applied when that residence first received service from the Company? iv. Would the Company automatically use a salvaged (used) but serviceable transformer if available in preference over a higher cost new transformer? (b) Should, in (a) above, the Customer be the only Customer being serviced from a transformer, would the Company replace the transformer with one capable of meeting only the higher load requested by this single Customer and no larger? Or the next standard larger size? (c) Should, in (a) above, the Customer be served by a shared transformer serving all the connected Customers with 100 Amp service, would the Company replace the transformer with: i. one able to meet only that one requesting Customer's additional load? Or ii. Given the increased electrification trends would the Company take the opportunity to replace the transformer with one having the capacity to serve all connected Customers with 200 Amp service? (d) If the answer in (c) above is ii, would the originating Customer in (a) above be charged with the entire cost of the larger transformer or would the Company split the increased cost among all the connected Customers up to the new MIL levels (or the difference between the

	original MILs and the one in effect at the time of replacement)? (e) Further to (d) above, should a transformer serving 3 or more connected Customers have the capacity to serve one Customer with an upgraded 200 Amp service but not two, how would cost of a larger transformer be split between each of: the first Customer who received 200 Amp service, the second Customer who requested 200 Amp service, and the remaining customers receiving 100 Amp service? (f) Are Commercial Customers (receiving service under the General Rate class) treated in a manner similar to the Residential Customers above, with respect to Company investments up to the new MIL level and with respect to shared Facilities?
JM-Cos-1-18	Page 24 (PDF 79/115) Clause 9.1, last sentence below subclause (c): (a) Please elaborate on who "… [C]ustomers with their own generation." are. Do these Customers include Residential Customers with microgeneration systems, or a generator that can be connected to a meter base (as are advertised locally), or any other Residential Customer's generation systems?
JM-Cos-1-19	Page 36 (PDF 90/115) Schedule D (a) Which of these charges will change when AMI is operational and actual costs for labour (e.g. for meter reads) decrease?

Appendix 3 MIL Study

JM-Cos-1-20	Page 4 (PDF 96/115) Table 3 Handy-Whitman Index (a) Is it fair to assume that since the MIL study was dated December 2024 and that actual data for the Handy-Whitman Index was available for 2023, that this data will continue to be about 1 year behind Consumer Price Index (CPI) data? (b) Is the Consumer Price Index referenced here the Statistics Canada CPI for Whitehorse? If not why not? (c) Would it be fair to conclude that in the most recent 5 years of actual Handy-Whitman Index data there have been some substantial variations from the CPI?
JM-Cos-1-21	Page 21 (PDF 113/115) Paragraph 58 (a) In Paragraph 58 the Companies say that it is appropriate that MIL levels should reflect or approximately reflect actual changes in costs. Is it appropriate to conclude this means that the MIL levels should reflect changes in the Handy-Whitman Index? (b) The Companies asked the Board to direct them to provide annual updates in December of each year using the appropriate CPI index to annually inflate the following year's MILs until the next MIL study (Application Page 6, PDF 8/115). What is to prevent the Companies

	from including in that annual update a correction for the MIL inflation factor for the year of the December filing in addition to a correction to the prior year adjustment for the difference between the Handy-Whitman Index and the CPI? This would then consist of the following for the December 2025 update filing to take effect in 2026: 1. To reflect the difference between the Handy-Whitman Index and CPI for the year 2024: the actual Handy-Whitman Index for 2024 less the actual CPI for 2024 (whether positive or negative); plus 2. The actual CPI for 2025. Such an approach would more accurately reflect the appropriate inflation for MILs on a year to year basis. This approach would have the advantage of having the MILs reflet a potential downward adjustment that may result from a downward movement of the Handy-Whitman Index following several years of very high inflation in this Index. Please respond.