

MANITOBA) Order No. 13/04
)
THE PUBLIC UTILITIES BOARD ACT) February 3, 2004

BEFORE: G. D. Forrest, Chairman
Mario J. Santos, Member
M. Girouard, Member

**CENTRA GAS MANITOBA INC. - AN ORDER
APPROVING SERVICE DISCONNECTION AND
RECONNECTION POLICY AND PROCEDURES**

WHEREAS The Public Utilities Board in Order No. 107/94 dated July 26, 1994, approved the conditions precedent and procedures of Centra Gas Manitoba Inc. (Centra) known as Service Disconnection and Reconnection Policy and Procedures for the discontinuance of service as set out in Section 104.1(6) of The Public Utilities Board Act.

AND WHEREAS in Order No. 118/03 dated July 29, 2003, the Board allowed *inter alia* a variation to the Service Disconnection and Reconnection Policy and Procedures with

respect to face to face contact for persons who pose a threat to the safety or well-being of Centra employees or its agents.

AND WHEREAS Centra, in a letter dated September 24, 2003, filed for Board approval, revised Service Disconnection and Reconnection Policy and Procedures to comply with Order No. 118/03.

AND WHEREAS Step 4 on page 7 of 9 of the Service Disconnection and Reconnection Policy and Procedures requires Centra to assess disconnected accounts and to assess the need to reconnect service upon the arrival of cold weather based upon information available to Centra.

AND WHEREAS in the Board's opinion this assessment should also apply to all accounts disconnected including those customers who have posed a threat to the safety or well-being of Centra's employees or agents. The Board notes that for such customers the assessment may not include "face to face contact" and such contact may only be required where reconnection of service is deemed to be in the public interest. In this circumstance, Centra will need to take all the necessary precautions for the protection of its staff and agents when visiting the premises for the purpose of reconnection.

CENTRA GAS MANITOBA INC.

SERVICE DISCONNECTION AND RECONNECTION
POLICY AND PROCEDURES

1 **POLICY**

- 2
- 3 1. Disconnection of gas service to customers may occur as outlined under **PROCEDURE**,
4 except that no disconnection will occur for residential premises, as herein defined, during
5 the heating season, from October 1 to May 14, inclusive.

6

7 For purposes of this Policy and Procedures, "residential premises" are defined as all
8 premises in which there is a mix of residential and non-residential uses, where the person
9 occupying the premises is billed for provision of the gas service.

10

11 Premises used for residential purposes for which the Landlord is billed by the Company are
12 subject to disconnection, as detailed in the following section on procedures. In these cases,
13 notice must be given to the Director, Residential Tenancies Branch.

- 14
- 15 2. Disconnection will occur Mondays to Thursdays, inclusive. Disconnection is permissible on
16 Fridays, up to September 1, on condition that the company provides the identical level of
17 customer service Monday to Friday, with specific reference to telephone inquiries, bill
18 payment services, an opportunity to make payment arrangements and reconnection
19 services on the Saturday following any Friday on which disconnections are done and
20 between the hours of 10 a.m. and 3 p.m.
- 21
- 22 3. This policy does not affect the Company's right to disconnect in times of emergency and/or
23 for reasons of safety.
- 24
- 25 4. Disconnection in accordance with the steps outlined in the Procedure following may occur if
26 a customer is in arrears and full payment or payment arrangements suitable to the Company
27 have not been made and if the contact procedures as hereinafter outlined with customers,
28 landlords, social agencies and/or renters of the premises have been followed.
- 29
- 30 5. Restoration of service will be made as soon as it is reasonably possible after payment
31 arrangements suitable to the Company have been made and a reconnection charge has
32 been paid to the Company. Settlement may include the payment of a reasonable security
33 deposit, if so demanded by the Company, in accordance with the Terms and Conditions of
34 Service as approved by the Board from time to time. The security deposit, with interest, may
35 be returned after one year, if a customer has a payment record satisfactory to the Company.
- 36
- 37 6. The Company will notify all disconnected customers in writing and by making face to face
38 contact with the customer or other responsible person residing at the residential premise
39 that if full payment or payment arrangements suitable to the Company are not made service
40 will not be reconnected prior to the start of the next heating season.

41

42 If the Company does not reasonably believe that the disconnected customer or other person
43 notified fully understands the consequences of disconnection, and, if service is not restored
44 prior to the start of the next heating season, appropriate social agencies will be contacted in
45 writing by the Company.

- 1
- 2
- 3 7. Reconnection of service will occur where the Company fails to make face to face contact
- 4 unless otherwise permitted by the Board.
- 5
- 6 8. The Company will submit to the Board reports of disconnected customers as set out in Step
- 7 7 of the Reconnection Procedures.
- 8
- 9 9. The Company's Service Disconnection and Reconnection Policy and Procedures are
- 10 subject to the Board's review, approval and supervision. The Board may, on its own
- 11 initiative, or at the request of a customer, review the Company's actions with respect to
- 12 disconnection or reconnection policy and procedures.
- 13
- 14 10. The Company will advise the customer that the customer may make a direct request to a
- 15 social agency for assistance.
- 16

1 **PROCEDURE**

2
3 **Disconnection Procedure**

4
5 The following procedures must be followed before disconnection occurs for all customers except
6 where otherwise stated:

- 7
8 ▪ Steps 1, 2, and 3 may commence prior to May 15, but in the case of residential premises
9 actual disconnection will not occur before May 15 and after October 1.
10
11 ▪ For non-residential premises the procedures will be generally applicable throughout the
12 year. In exceptional circumstances these procedures may be varied, by the Company, for
13 non-residential premises, where in its opinion, the Company is at substantial risk regarding
14 the collection of outstanding arrears.

15
16 **Step 1** Customers shall receive a bill each month (first in sequence) for natural gas
17 consumption of the previous billing period. The due date which appears on the
18 bill shall be no less than 14 days after the billing date for that consumption.
19

20 **Step 2** If payment is not received prior to the next month's bill preparation (second in
21 sequence), this message will appear on the bill:

22
23 **"Our records indicate your account is past due. Please give this your
24 prompt attention. If payment has been made, kindly disregard this notice.**

25
26 [The following is applicable to residential premises only.]
27

28 **Information on service disconnection, payment arrangements and financial
29 assistance is enclosed."**

30
31 The Company shall notify the customers of those social agencies which may be
32 in a position to offer assistance.
33

34 **Step 3** If payment is not received prior to the preparation of the next month's bill (third in
35 sequence), the following message shall appear on the bill:

36
37
38
39 **NOTICE OF DISCONNECTION**

40
41 Your account is past due. Gas service will be discontinued on or after (actual
42 date) if full payment of the arrears or suitable payment arrangements are not
43 made by (actual date). Should service disconnection occur, the full amount of
44 your account, a reconnect charge and a deposit may be required. If payment of
45 the arrears has been made please notify Centra Gas immediately by calling (204)
46 480-5901 or by fax (204) 480-5100. Customers may appeal the Company's
47 action by contacting the Public Utilities Board.
48

49 [The following is applicable to residential premises only.]
50

1 Notice of customers of rental premises subject to disconnection shall be
2 forwarded to the Residential Tenancies Branch pursuant to subsection 60(2) of
3 The Residential Tenancies Act by the Company at least 1 day prior to
4 disconnection.

5
6 The Company will also forward notification of disconnection by regular mail to the
7 registered owner of the premises, if different from the occupier.

8
9 **Step 4** Following the completion of Steps 1, 2 and 3, service may be disconnected but
10 no sooner than the date set out for such disconnection in Step 3.

11
12 **Step 5** Subject to the Reconnection Procedure outlined below, no reconnection of
13 service shall occur unless payment arrangements suitable to the Company
14 (including a reconnection charge and a security deposit, if required) are made.
15 Social agencies or other agencies may participate in making such arrangements.

16
17 **Step 6** The following are exceptions to the above notice requirements.

18
19 A. Where the customer's account was past due and where a payment
20 arrangement was made between the customer and the Company, the
21 Company may, with 5 days notice, disconnect the customer's service if
22 the customer fails to adhere to the payment arrangement.

23
24 B. Where the customer's account was past due for gas consumed at a
25 previous address and where the customer has moved to another site, the
26 Company may with 10 days notice disconnect the customers' service at
27 the new site where the customer fails to make a payment arrangement.

28
29 C. For the purposes of the above the wording of the notice shall be in the
30 form as outlined in Step 3.

31
32

1 **Reconnection Procedure**

2
3 **Step 1** The Company shall notify all customers who have been disconnected or are
4 about to be disconnected in writing and by making face to face contact with the
5 customer or other responsible person residing at the residential premise that if
6 full payment or payment arrangements suitable to the Company are not made
7 service may not be reconnected in the next heating season. When the Company
8 does not reasonably believe that the disconnected customer or other person
9 notified understands the consequences of disconnection, and if service is not
10 restored prior to the start of the next heating season, social agencies will be
11 notified in writing by the Company.
12

13 Step 1 shall commence immediately upon disconnection of the premises, May 14
14 to August 31. For those premises disconnected during this period, (May 14 to
15 August 31), the Company shall maintain on-going contact with the customer and
16 record such customer contacts in its files. Where the face to face contact
17 occurred prior to May 14th Centra must:
18

- 19 1) be satisfied that there is a level of understanding at the time of the face to
20 face contact, AND
21
22 2) confirm after September 1, that a level of understanding still exists
23 (person still residing in the premises) and that family circumstances, (i.e.
24 children, sick, elderly) have not changed.
25

26 **Step 2**

- 27 (a) Except as provided for in Step 2 (b), reconnection shall occur prior to
28 October 1st, where the Company fails to meet the face to face contact
29 requirements set out in Step 3 (a) and (b) for the customer or another
30 responsible person residing at the residential premises.
31
32 (b) Reconnection of service may occur after October 1st:
33
34 (i) Where the Company has attempted reconnection and is not allowed
35 access to the premises; or
36 (ii) Where Step 3 (a) has been completed, but Step 3 (b) is incomplete,
37 provided that reconnection shall occur upon the average mean
38 temperature forecast for two consecutive days being -6 degrees
39 Celsius or lower ("cold weather"); or
40 (iii) In the case of a customer or responsible person residing at the
41 residential premises intentionally avoiding the Company, or posing or
42 being likely to pose a threat to the safety or well-being of the
43 Company, its employees or agents, as more particularly described in
44 Step 4 hereof.
45

46 **Step 3**

47 The Company will be considered to have complied with the face to face contact
48 requirements when it is in compliance with the following procedures:
49

- 1 (a) The Company's representative must make face to face contact with the
2 customer or other responsible person residing at the residential premises
3 to attempt to determine the person's ability to understand the
4 consequences with respect to lack of heat and to:
5
 - 6 (i) advise him/her that the gas is, or is about to be shut-off;
 - 7
 - 8 (ii) advise him/her of the consequences with respect to a lack of
9 heat;
 - 10
 - 11 (iii) advise him/her that there is no requirement to turn-on the gas in
12 the heating season; and
 - 13
 - 14 (iv) make a note on the Company record when the Company's
15 representative believes that the customer has understood (i),
16 (ii), and (iii).
 - 17
- 18 (b) The Company's records must indicate:
19
 - 20 (i) the number and ages of children under the age of eighteen (18)
21 residing at the premises;
 - 22
 - 23 (ii) whether any of the residents are elderly;
 - 24
 - 25 (iii) whether any of the residents are sick or disabled, including the
26 details of the illness or disability, if available or ascertainable;
27 and
 - 28
 - 29 (iv) alternative heating arrangements of the customer, if any.
 - 30
 - 31
 - 32
 - 33

34 Where the Company complies with all of the above prior to October 1st, service
35 can be left disconnected beyond October 1st.

36
37 Where there are children under the age of 18 and where the Company is of the
38 opinion that the safety of the children is at stake, the matter must be referred in
39 writing to the Child and Family Services by September 15th, or as soon thereafter
40 as the facts are known.

41
42 Where the customer or any of the permanent residents of the premises are
43 elderly, sick or disabled, appear to be unable to understand the consequences of
44 disconnection, or may be eligible for Social Assistance, the details will be
45 identified and referred in writing to a Social Service Agency on or about
46 September 15th, or as soon thereafter as the facts are known.

47
48 Where face to face contact is complete and the property remains disconnected
49 after October 1st and the Company subsequently discovers tampering of the
50 service, the Company may re-disconnect the customer and install an anti-

1 tampering device, subject to the Company undertaking a full reassessment of the
2 risks at the time of re-disconnection.
3

4 **Step 4**

5 Where the Company is of the opinion that the customer is intentionally avoiding
6 its representatives, or poses or is likely to pose a threat to the safety or well-
7 being of the Company, its employees or agents, rendering it impractical or unsafe
8 to satisfy the face to face requirements in Step 3, the Company will provide a
9 listing of said accounts as at September 30th to the PUB, together with a history
10 of diary actions taken and show cause why the Company should not be obligated
11 to comply with Step 2 hereof.

12 In the case of cold weather, the Company shall continue in its best efforts to
13 contact the customer or responsible person residing in the premises, and will
14 assess the need to reconnect based upon information available to the Company.
15

16
17 **Step 5**

18 The Company shall keep current data of all disconnected residential customers,
19 which the Board may request and or inspect at any time. The Company shall
20 make all reasonable efforts to collect this data which shall include the following
21 information:

- 22 (a) name, address, home and work phone number of customer;
23
24 (b) account # _____;
25
26 (c) date of disconnection and reconnection;
27
28 (d) account balance \$ _____;
29
30 (e) details of payment arrangements if any;
31
32 (f) if applicable customer's employment status and employer's name;
33
34 (g) efforts made by the Company to contact the customer (letters, telephone
35 calls, personal visits) and results of such efforts, including:
36
37 (i) where no response is made to contact efforts an assessment as
38 to reasons therefore including currently uninhabited, vacation,
39 illness, intentional avoidance, unexplained, etc.
40
41 (ii) where contact is made:
42
43 ▪ details as to what suitable payment arrangements were
44 agreed to and if not agreed to were requested by the
45 Company and the reason why the customer declined to
46 accept such arrangements.
47
48 ▪ any evidence of customers intent in, or acquisition of,
49 alternative heating arrangements.
50

- 1 31st. The correspondence shall be in the form of a report entitled “Disconnection
2 Service Residential Report”. The report will consist of two separate alphabetical
3 listings, one with face to face contact completed, and the other with face to face
4 contact incomplete. Both listings shall include all residential customers who
5 remain disconnected, indicating for each:
6
7 ▪ Customer Number
8 ▪ Customer Name
9 ▪ Premise Number
10 ▪ Address
11 ▪ Employer Name
12 ▪ Total number of occupants on the premises including persons under the age
13 of 18, and persons who are disabled or elderly
14 ▪ Home and Work Phone Numbers
15 ▪ Current Account Balance
16 ▪ Referral to Social Service Agency
17 ▪ Referral to Child and Family Services
18 ▪ Owner/Tenant Code
19 ▪ Consequences Explained and Understood
20 ▪ Financial Difficulty
21 ▪ Date Service Locked Off
22 ▪ Pending Reconnection Date
23 ▪ Vacant Date
24 ▪ Intentional Avoidance Date
25 ▪ Bailiff Date
26 ▪ Alternate Heating and Type