



**CODE OF CONDUCT REGULATION
(AR 58/2015)
COMPLIANCE PLAN**

Effective June 20, 2017

Decision 22471-D01-2017

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INTRODUCTION

AltaGas Utilities Inc. (AUI) supplies **Gas Distribution Services** and **Regulated Rate Supply Services** in the province of Alberta. As such, under the provisions of the Code of Conduct Regulation (**Regulation**), **AUI** has prepared this **Compliance Plan**, and any updates thereto, setting forth the mechanisms and policies it will utilize to enable and ensure compliance with the **Regulation**.

AUI is an indirect subsidiary of AltaGas Ltd. (**AL**). Among its business function, **AL**'s operations include the sale and marketing of retail gas and electric services. Consistent with the **Regulation**, **AUI** and **AL** operate as distinct and separate companies. The two companies do not share records, accounts or employees, except as permitted and reported to the Alberta Utilities Commission (**AUC, Commission**). Each company has its own **Compliance Plan**.

Authorized **Personnel** and **Contractors** may perform functions or undertake tasks on behalf of **AUI** in relation to the provision of **Gas Distribution Services** and/or **Regulated Rate Supply Services**, as defined in the Gas Utilities Act (**GUA**) and the **Regulation**, provided the tasks are performed in a manner consistent with the requirements of the **Regulation** and this **Compliance Plan**.

This **Compliance Plan** sets out the systems, policies and mechanisms used by **AUI** to comply with the **Regulation**. **AUI** will not condone, support or encourage any activities or behaviours inconsistent with the requirements of the **Regulation** or this **Compliance Plan** and is committed to taking immediate and comprehensive corrective action to remedy any such inconsistency upon becoming aware of it. Specifically, this **Compliance Plan** addresses the requirements and mechanisms for:

- Equal treatment of **Customers**;
- Protection of Customer Information;
- Business practices;
- Equal treatment of **Retailers**;
- Prevention of unfair competitive advantages; and
- Compliance reporting and audit requirements.

This **Compliance Plan** describes certain obligations and responsibilities of specified **AUI** management **Personnel**. However, all, or a portion of any, mechanism described in the **Compliance Plan** may be delegated by the specified **AUI** management **Personnel** to other **Personnel**, where reasonable and appropriate. Any delegation will not reduce or eliminate the obligation and responsibility of the specified **AUI** management **Personnel** to ensure specified requirements of this **Compliance Plan** are satisfied. The obligations and/or responsibilities of a specified **AUI** management **Personnel** in this **Compliance Plan** will automatically apply to a successor.

Unless otherwise noted, any reference to a Section(s) or Part(s) should be interpreted as a reference to the particular Section(s) or Part(s) of this **Compliance Plan**.

This **Compliance Plan** will become effective as and from the date specified by the **Commission**.

AUI's adherence to this **Compliance Plan** will not release **AUI** from complying with the **Regulation** and any amendments thereto.



Questions or comments concerning the **Compliance Plan** should be directed to **AUI's Compliance Officer**. Questions or concerns not addressed by the **Compliance Officer** may also be directed to the Alberta Utilities Commission's Consumer Relations.

Compliance Officer

(780) 986-5215

complianceofficer@altagasutilities.com

AUC Consumer Relations

(780) 427-4903

consumer-relations@auc.ab.ca

PART 1 CONDUCT OF AUI

1.1 COMPLIANCE WITH THE REGULATION (SECTION 3)

AUI will require all **Personnel** and, where applicable, **Contractors** to conduct activities in a manner consistent with the requirements of the **Regulation** and this **Compliance Plan**.

1.1.1. Within the first 30 days of employment and within the first 60 days of each calendar year, **Personnel** will:

- (a) Participate in a formal training program; and
- (b) Acknowledge, in writing or electronically, an appropriate level of understanding of the **Regulation** and policies and mechanisms contained in this **Compliance Plan** (as detailed in [Appendix D](#));

1.1.2. On a quarterly basis, the **Compliance Officer** will provide confirmation to AUI's **Compliance Plan Committee (CPC)** any requisite training has occurred, and retain an electronic record of all acknowledgements for audit purposes;

1.1.3. **AUI** supervisors will ensure all direct reports complete the required compliance training by the prescribed deadlines. If supervisors cannot answer specific questions about the **Regulation** or this **Compliance Plan**, the supervisor must escalate the question to the **Compliance Officer**;

1.1.4. A designated representative of any **Contractor** performing any or all of the functions of **Gas Distributor** or Regulated Rate Supplier, as defined in the **GUA (Roles, Relationships and Responsibilities Regulation (AR 186/2003))**, will be provided appropriate training and/or information, electronically or in writing, on the **Regulation**, this **Compliance Plan** and the **Contractor's** responsibilities thereunder. The **Contractor** will be required to provide, electronically or in writing, an acknowledgement as set forth in [Appendix A](#). The completed acknowledgement will remain valid throughout the term of the contract. The requirements in this Section must be completed at commencement of a contract and, again, at the commencement of any and each subsequent renewal. Notwithstanding the foregoing, a **Contractor** will not be required to fulfill the requirements of this Section more than once per calendar year. A completed acknowledgement will be considered binding on all directors, officers, employees, contractors or agents of the **Contractor** engaged in activities or receiving Customer Information governed under the terms of this **Compliance Plan**. Should any questions arise as to whether a **Contractor** is performing any or all of the functions of a **Gas Distributor** or Regulated Rate Supplier on behalf of **AUI**, the contract services will be reviewed by the **Compliance Officer** who will make a determination. The **Compliance Officer** will retain an electronic copy of all [Appendix A](#) acknowledgements for audit purposes;

1.1.5. **AUI** will make available to all **Personnel** and **Contractors**, completing compliance training and acknowledgements, a register of associated compliance policies, procedures and other related documents referred to in this **Compliance Plan** and as set forth in [Appendix C](#);

1.1.6. Within thirty (30) days of receiving **Commission** approval, the **Compliance Officer** will provide a written or electronic copy of this **Compliance Plan**, including any amendments, to all **Personnel**, applicable **Contractors** and **Affiliated Providers**;

- 1.1.7. Within ten (10) business days of receiving **Commission** approval, the **Compliance Plan**, including any amendments to the **Compliance Plan**, will be posted to the **AUI** website;
- 1.1.8. On an annual basis, the **Compliance Officer** will review the content on the **AUI** website to confirm the information is code compliant. A record of this review will be maintained by the **Compliance Officer** and made available for audit purposes;
- 1.1.9. Adherence to the **Regulation** and this **Compliance Plan** will be an important consideration when assessing the performance of **Personnel** and **Contractors**. Any contravention of the **Regulation** and this **Compliance Plan** may result in disciplinary action, up to and including termination of employment or contract with **AUI**.

1.2 COMPLIANCE PLAN COMMITTEE

AUI's CPC will provide oversight of **AUI's** compliance requirements and objectives under the **Regulation** and this **Compliance Plan**.

- 1.2.1. The **CPC** will meet following the end of each quarter of the calendar year and make available the meeting minutes for audit purposes; and
- 1.2.2. The **CPC** members may recommend changes, if any, to this **Compliance Plan**. The recommendation(s), including any decision(s), will be documented in the **CPC** meeting minutes.
- 1.2.3. Upon final approval by the **CPC**, any decision(s) to amend this **Compliance Plan** will be submitted, by the **Compliance Officer**, to the **Commission** for approval.

PART 2 EQUALITY OF TREATMENT FOR CUSTOMERS

2.1 PROHIBITED TYING & REPRESENTATIONS (SECTIONS 4 & 6)

Personnel will not make, or appear to make, the provision of **Regulated Services** conditional on the **Customer** purchasing any goods or services from any **Retailer** or **Affiliated Provider**. In addition, **Personnel** will not represent or imply in any communications with present or future **Customers** the treatment they receive, or may receive, from **AUI** will be different than the treatment provided to any other present or future **Customer**.

2.1.1. The **Compliance Officer** will review and approve, electronically or in writing, the following **AUI** consumer awareness, education, sales and marketing materials:

- (a) Communications provided to **Customers** via the billing envelope;
- (b) Communications provided to the public via **AUI's** website and/or social media platforms; and
- (c) Call scripting and written directives provided to the Customer Care Centre (**CCC**) staff.

The **Compliance Officer** will maintain an electronic record of this approval; and

2.1.2. At least once per year, **AUI** will test the information provided by the **CCC** to **Customers** and the public. The test will be performed by **Personnel** or a 3rd party company and may consist of one or more of the following:

- (a) A minimum of ten (10) telephone inquiries to the **CCC**, reaching at least five (5) unique call centre agents and providing a written report transcribing the telephone call; and/or
- (b) In-house training and testing.

The **Compliance Officer** will review the written report and/or test results to determine if the information provided to **Customers** and the public is consistent with any scripting or written communication directives provided to the **CCC**. The **Compliance Officer** will share the results with the **CPC** and maintain an electronic copy of the report and/or test results for audit purposes.

2.2 TRANSFER OF CUSTOMERS (SECTION 5)

Personnel will not transfer a **Customer** to any **Retailer** or **Affiliated Provider** without written consent from the **Customer**, unless otherwise permitted under the **Regulation** or **AUC Rule 028**.

2.2.1. **AUI** will not initiate the transfer of any **Customer** without written consent from the **Customer**, except where permitted under **AUC Rule 028**.

2.3 MEETINGS WITH RETAILERS (SECTION 8)

AUI will make reasonable efforts to be equally accessible to all **Retailers** and attend joint meetings with the **Retailer** and the **Retailer's Customer(s)**.

- 2.3.1. The Manager, Customer Care, Billing & Settlement, will maintain a log of any request made to **AUI** by a **Retailer** for attendance at joint meetings with the **Retailer** and **Retailer's Customer(s)**. The log will include, the date and time of the **Retailer's** meeting request and the actual date the meeting occurred. Subject to the availability of all parties, efforts should be made to conduct such meetings within 30 days of **AUI** receiving the request.

PART 3 CUSTOMER INFORMATION

3.1 CONFIDENTIALITY RULE (SECTION 9)

AUI will protect the confidentiality of Customer Information and not disclose Customer Information to any **Person**, except as provided for in the **Regulation**, this **Compliance Plan**, **AUC Rule 004**, **AUC Rule 010**, the **AUI Terms and Conditions**.

- 3.1.1. Within the first 30 days of employment, all **Personnel** will sign a confidentiality agreement;
- 3.1.2. Where applicable, a **Contractor** or an authorized representative of that **Contractor** will sign a confidentiality agreement. The confidentiality agreement may be a separate agreement or incorporated within the provisions of an agreement between **AUI** and the **Contractor**. **AUI** will maintain an electronic or written record of all executed confidentiality agreements and contracts;
- 3.1.3. The Director, IT, will implement appropriate data management and information access protocols to reasonably prevent unauthorized access to the computer network infrastructure and/or IT applications where Customer Information may be stored. On a quarterly basis, the Director, IT, will review a database access report for all systems containing Customer Information and provide an electronic or written report to the **Compliance Officer**. Upon discovery of any alleged unauthorized access, the Director, IT, will promptly remedy the breach and provide an Incident Report ([Appendix B](#)) to the **Compliance Officer** within five (5) business days; and
- 3.1.4. The Director, IT, must approve, electronically or in writing, all requests for access to **AUI's** computer network infrastructure and/or IT applications, provided:
 - (a) Consistent with [Sections 3.1.1](#) and [3.1.2](#), all **Personnel** and, where applicable, **Contractors** and **Affiliated Providers** sign a confidentiality agreement or an agreement containing an appropriate confidentiality clause;
 - (b) **Affiliated Providers** are not given access to Customer Information, except as otherwise permitted under this **Compliance Plan**; and
 - (c) IT retains an electronic record of the request to obtain access for audit purposes.

3.2 DISCLOSURE OF CUSTOMER INFORMATION (SECTION 10)

In general, **AUI** will not disclose Customer Information to **Retailers** except for requests for historical usage pursuant to [Section 3.4](#). Notwithstanding the foregoing, **AUI** may disclose Customer Information, with or without **Customer** consent, where permitted by statute (Federal and/or Provincial), the **Regulation**, this **Compliance Plan**, **AUC Rule 004**, **AUC Rule 010** and the **AUI Terms and Conditions**.

- 3.2.1. When disclosure without consent is not permitted within the parameters identified above, the **AUI Customer** or a **Retailer** may request Customer Information through **AUI's** Customer Information Consent Form (**CICF**). The **CICF** may be submitted electronically;

- 3.2.2. In the event a **Customer** or **Retailer** does not use the **AUI's CICF**, a request may be submitted electronically, provided:
- (a) The requested Customer Information is itemized in the consent;
 - (b) The consent sets out the period of time the consent is in effect; and
 - (c) If applicable, the consent identifies the **Retailer(s)** to which the Customer Information may be disclosed; or
 - (d) If applicable, the consent indicates the Customer Information may be disclosed to any or all **Retailers**;
- 3.2.3. When disclosure without consent is not permitted within the parameters identified above, **AUI** will accept verbal consent from an **AUI Customer** provided they can appropriately identify themselves as the **AUI Customer** of record. **AUI** will record or otherwise document such **AUI Customer** requests. **AUI** will not accept a verbal consent from any other party;
- 3.2.4. **AUI** will maintain electronic or written copies of the **CICF**, consents provided pursuant to [Section 3.2.2](#) or documentation (oral recording or written) related to verbal requests under [Section 3.2.3](#), in a secure environment accessible only to authorized **Personnel** and for audit purposes;
- 3.2.5. **AUI** will provide copies of the **Regulation**, this **Compliance Plan**, and the **AUI Terms and Conditions** on the **AUI** website for ease of reference by **AUI Customers**, **Personnel**, **Contractors**, **Retailers**, **Affiliated Providers** and the public; and
- 3.2.6. **Personnel** and **Contractors** are expected to seek guidance from the **Compliance Officer** prior to disclosing Customer Information for unique requests and those outside of approved business procedures and best practises.

3.3 DISCLOSURE OF CUSTOMER INFORMATION (SECTION 11)

- 3.3.1. Upon receipt of a valid written or electronic consent, **AUI** will disclose the requested Customer Information to the authorized **Retailer(s)** within seven (7) business days. Unless otherwise agreed, **AUI** will forward the requested information via electronic mail;
- 3.3.2. Where the Customer Information is requested by two or more **Retailers** at the same time, **AUI** will provide the requested information to the **Retailers** at the same time and in the same manner via electronic mail, unless an alternate form and manner is requested and agreed upon by all parties. However, **AUI** cannot guarantee a **Retailer's** ability to receive the information;
- 3.3.3. Subject to [Section 3.3.2](#), in the event the Customer Information is requested by more than one **Retailer**, **AUI** will provide the requested information to the **Retailers** in the same order as the requests were received via electronic mail, unless an alternate form and manner is requested and agreed upon by all parties. However, **AUI** cannot guarantee a **Retailer's** ability to receive the information; and

- 3.3.4. **AUI** will not disclose the receipt of any request for Customer Information to any other party, other than **Personnel** and **Contractors** where reasonably required to receive, process and issue such requests and responses.

3.4 DISCLOSURE OF HISTORICAL GAS USAGE (SECTION 12)

In accordance with AUC Rule 010, **Retailers** are permitted access to site specific historical gas usage through **AUI's** Nomination, Imbalance and Settlement Information System (**NISIS**).

- 3.4.1. Upon receipt of a valid **Retailer Agreement**, **AUI** will grant access to **NISIS** in accordance with **AUI's Management of Retailers**;
- 3.4.2. The **Compliance Officer** will maintain electronic copies of all **Retailer Agreements** for audit purposes; and
- 3.4.3. In the absence of a **Retailer Agreement**, an **AUI Customer** or the **Retailer** must provide a written request consistent with [Sections 3.2.1](#) or [3.2.2](#). Upon receipt of a valid written or electronic consent, **AUI** will provide twelve (12) months of site specific historical gas usage within three (3) business days. The **Compliance Officer** will maintain an electronic copy of such **Retailer** requests for audit purposes.

3.5 AGGREGATED CUSTOMER INFORMATION (SECTION 13)

In general, **AUI** does not make **Aggregated Customer Information** available to **Retailers**. However, in the event **AUI** receives and agrees to provide **Aggregated Customer Information**, the information will be made available in accordance with the **Regulation** and this **Compliance Plan**.

- 3.5.1. At least twenty-four (24) hours before **Aggregated Customer Information** is made available by **AUI** to a **Retailer**, **AUI** will distribute a notice via electronic mail to all **Retailers** listed on the current **UCA** website. **AUI** will also post a notice on its website containing a clear description of the **Aggregated Customer Information** available, the price for the information (the total price will not exceed the cost incurred by **AUI** to aggregate the information), the terms of payment required and the timeframe for when the **Aggregated Customer Information** will be provided following receipt of payment. **AUI** will maintain such notice on its website for a minimum of thirty (30) days; and
- 3.5.2. The **Compliance Officer** will review and approve, electronically or in writing, the message provided to all **Retailers** and the notice posted on the **AUI** website, as specified in [Section 3.5.1](#). The **Compliance Officer** will review any **Aggregated Customer Information** before it is released to ensure it has been aggregated to such a degree the information of an individual **AUI Customer** cannot be readily identified. The **Compliance Officer** will maintain an electronic record of the request, associated approvals and the information provided for audit purposes.

PART 4 BUSINESS PRACTICE OF AUI

4.1 EQUAL TREATMENT & NOTICE (SECTION 14)

AUI will not give preferential treatment to an **Affiliated Provider** or **Customers** of an **Affiliated Provider** or discriminate against any **Retailer** or **Customers** of any **Retailer**.

- 4.1.1. The **Compliance Officer** will ensure approved **AUI Terms and Conditions**, including **AUI's Retailer Handbook**, are posted on the **AUI** website and are regularly reviewed and updated, as required;
- 4.1.2. **AUI** will inform **Retailers** at the same time and in the same manner of any changes or intended changes to its **Gas Distribution Services** or **AUI Terms and Conditions**;
- 4.1.3. The **Compliance Officer** will ensure applications made to the **Commission** for intended changes to **AUI's Regulated Services** or **AUI Terms and Conditions** are filed in a manner consistent with **Commission** direction. Within ten (10) business days from the application submission date, **AUI** will post a notice of application to the **AUI** website; the notice of application will remain posted until a **Commission** Decision is issued; and
- 4.1.4. The **Compliance Officer** will ensure **Commission** Decisions issued for changes to **AUI's Regulated Services** or **AUI Terms and Conditions** are posted to the **AUI** website within ten (10) business days of receiving **Commission** approval.

4.2 INFORMATION ON RETAIL ENERGY SERVICES (SECTIONS 15 & 16)

Personnel and **Contractors** will not give information, assistance or advice to an **AUI Customer** or **Person** about Retail Energy Services so as to encourage an **AUI Customer** or **Person** to contact one **Retailer** in preference to other **Retailers**, or give the appearance it is acting or soliciting business on behalf of a **Retailer** or a **Retailer** is acting or soliciting business on behalf of **AUI**. **AUI** may refer an **AUI Customer** or **Person** to a source where a current list of licensed **Retailers** may be obtained in accordance with the Fair Trading Act.

- 4.2.1. **AUI** will not provide any links on its website to web pages of **Retailers** or **Affiliated Providers** without prior written approval from the **Commission**;
- 4.2.2. **AUI** will not permit a **Retailer** or **Affiliated Provider** access to **AUI** customer communications, including billing envelopes, for sales or marketing purposes;
- 4.2.3. **AUI** will not provide any **Regulated Rate Supply Services** other than those permitted under the Default Gas Supply Regulation (184/2003), unless otherwise authorized under legislation or by the **Commission**;

- 4.2.4. The **CCC** and **AUI**'s website will refer **AUI Customers** to the current Office of the Utilities Consumer Advocate (**UCA**) website or toll-free number to address questions on the retail market, including choice of **Retailer**, as appropriate;
- 4.2.5. Consistent with [Section 2.1.1](#), the **Compliance Officer** will review and approve, electronically or in writing, the following **AUI** consumer awareness and education materials:
- (a) Communications provided to **AUI Customers** via the billing envelope;
 - (b) Communications provided to the public via **AUI**'s website and/or social media platforms; and
 - (c) Call scripting and written directives provided to the **CCC** staff.

The **Compliance Officer** will maintain an electronic record of this approval; and

- 4.2.6. Consistent with [Section 2.1.2](#), at least once per year, **AUI** will test the information provided by the **CCC** to **AUI Customers** and the public. The test will be performed by **Personnel** or a 3rd party company and may consist of one or more of the following:
- (a) A minimum of ten (10) telephone inquiries to the **CCC**, reaching at least five (5) unique call centre agents and providing a written report transcribing the telephone call; and/or
 - (b) In-house training and testing.

The **Compliance Officer** will review the written report and/or test results to determine if the information provided to **AUI Customers** and the public is consistent with any scripting or written communication directives provided to the **CCC**. The **Compliance Officer** will share the results with the **CPC** and maintain an electronic copy of the report and/or test results for audit purposes.

PART 5 PREVENTING UNFAIR COMPETITIVE ADVANTAGE

5.1 NO UNFAIR COMPETITIVE ADVANTAGE (SECTION 17)

AUI may make arrangements between its **Gas Distribution Services** and **Regulated Rate Supply Services** or between AUI and an **Affiliated Provider** to create operational cost efficiencies. However, any sharing of costs, costs efficiencies or internal arrangements must not create an unfair competitive advantage for AUI's **Gas Distribution Services** or **Regulated Rate Supply Services**, relative to the other, or for AUI or the **Affiliated Provider**. All sharing of costs and cost efficiencies between AUI and an **Affiliated Provider** must reflect the appropriate allocation and recording of the economic benefits or costs between AUI and the **Affiliated Provider**. All sharing of costs and cost efficiencies between AUI's **Gas Distribution Services** and **Regulated Rate Supply Services** must reflect the appropriate allocation and recording of the economic benefits or costs between those two functions.

- 5.1.1. Prior to entering into any arrangements with an **Affiliated Provider** for procurement or supply of goods or services, including arrangements to create cost efficiencies, **AUI Personnel** will prepare a business case for the VP, Controller, describing current or proposed arrangements (other than operational cost efficiency arrangements) and include a determination of **Fair Market Value (FMV)**. The VP, Controller, will present the arrangement to the **CPC** for review and ensure it is documented in the **CPC** meeting minutes. A sample business case template is provided in [Appendix E](#).
- 5.1.2. Consistent with [Section 5.5.3](#) of this **Compliance Plan**, AUI will demonstrate any internal arrangements between its **Gas Distribution Services** and **Regulated Rate Supply Services** do not create an unfair competitive advantage, one relative to the other, by requesting, from time to time or as otherwise directed by the **Commission** or applicable legislation, approval of **Gas Distribution Service** tariffs or revisions (e.g. Riders), as appropriate. AUI will also request, document, separate and/or otherwise allocate any costs and accounts attributable to the **Regulated Rate Supply Services** and request, as applicable, recovery of the identified amounts through a Default Supply Provider Administration Fee (DSP Admin Fee). The DSP Admin Fee will only be recoverable from those **AUI Customers** receiving **Regulated Rate Supply Services**.
- 5.1.3. If a) the arrangement between AUI and an **Affiliated Provider** is the type described in Sections 17(5) or 17(6) of the **Regulations** and is not explicitly exempted as not creating an unfair competitive advantage by Sections 18, 20, 21 or 23 of the **Regulation**; or b) the **CPC** determines the arrangement warrants requesting the **Commission's** opinion as to whether the arrangement potentially creates an unfair competitive advantage, the **Compliance Officer** will initiate an application to the **AUC**. In the event the **Commission** determines an existing or proposed arrangement creates an unfair competitive advantage, AUI will modify or terminate the arrangement in accordance with the **Commission's** directions;
- 5.1.4. The VP, Controller, will approve, electronically or in writing, the valuation of all transactions for goods and/or services between AUI and an **Affiliated Provider**. Consistent with Section 21 (2) of the **Regulation**, the VP, Controller, will consider arrangements reviewed, approved or otherwise regulated by the **Commission** to be at **FMV**;

5.2 INFORMATION SHARING (SECTION 18)

AUI will not permit an **Affiliated Provider** to enter any secure AUI work premises or computer network infrastructure, including AUI's Customer Information System (CIS), for the purpose of obtaining confidential AUI Customer or utility information for marketing or sales purposes, other than as provided for in the **Regulation**, this **Compliance Plan** or the **AUI Terms and Conditions**.

- 5.2.1. Consistent with [Section 3.1.3](#), the Director, IT, will implement appropriate data management and information access protocols to reasonably prevent unauthorized access to the computer network infrastructure and/or IT applications where Customer Information may be stored. On a quarterly basis, the Director, IT, will review a database access report for all systems containing Customer Information and provide an electronic or written report to the **Compliance Officer**. Upon discovery of any alleged unauthorized access, the Director, IT, will promptly remedy the breach and provide an Incident Report ([Appendix B](#)) to the **Compliance Officer** within five (5) business days;
- 5.2.2. Consistent with [Section 3.1.4](#), the Director, IT, must approve, electronically or in writing, all requests for access to AUI's computer network infrastructure and/or IT applications, provided:
 - (a) **Affiliated Providers** sign a confidentiality agreement or an agreement containing an appropriate confidentiality clause;
 - (b) **Affiliated Providers** are not given access to Customer Information, except as otherwise permitted under this **Compliance Plan**; and
 - (c) IT retains an electronic record or written copy of the request to obtain access for audit purposes;
- 5.2.3. AUI may share Customer Information and other company information with an **Affiliated Provider**, provided AUI and the **Affiliated Provider** execute an agreement stipulating the **Affiliated Provider** will not use Customer Information or other company information for purposes of marketing or sales of the **Affiliated Provider's Retail Gas Services**. Where applicable, the **Affiliated Provider** must also meet the requirements under [Sections 3.2](#), [3.3](#), [3.4](#) or [3.5](#); and
- 5.2.4. On a quarterly basis, the **Compliance Officer** will review the log of visitors to AUI's head office to ensure no unauthorized **Affiliated Providers** gained access to the premises in the absence of an agreement, as set forth in [Section 5.2.3](#). Any unauthorized access will be reported to the **CPC**.

5.3 RETAILER SEEKING CUSTOMER INFORMATION (SECTION 19)

AUI will take reasonable steps to prevent **Retailers** from obtaining Customer Information from current and former **Personnel** and **Contractors** except to the extent such Customer Information is made available to all **Retailers** at the same time and in the same manner and the disclosure of such information is consistent with other legislation, the **Regulation**, this **Compliance Plan** and/or the **AUI Terms and Conditions**.

- 5.3.1. Consistent with [Section 3.1.1](#), within the first 30 days of employment, all **Personnel** will sign a confidentiality agreement; and
- 5.3.2. Consistent with [Section 3.1.2](#), where applicable, a **Contractor** or an authorized representative of that **Contractor** will sign a confidentiality agreement. The confidentiality agreement may be a separate agreement or incorporated within the provisions of an agreement between **AUI** and the **Contractor**. **AUI** will maintain an electronic or written record of all executed confidentiality agreements and contracts.

5.4 TRANSACTIONS AT FAIR MARKET VALUE (SECTIONS 20, 21 & 22)

Transaction for goods, services, joint acquisitions/dispositions and research between **AUI** and an **Affiliated Provider** will reflect an appropriate allocation of costs and be at **FMV**. The economic benefits attributable to **AUI** and the **Affiliated Provider** must be recorded. Transactions for goods and services regulated by a municipal, provincial, or federal government or government authority will be considered to be at **FMV**. In addition, **AUI** will not enter into Financial Transactions with an **Affiliated Provider** under terms more favourable to the **Affiliated Provider** than the **Affiliated Provider** could obtain on the open market.

- 5.4.1. The VP, Controller, will report on any transactions for goods, services, joint acquisitions/dispositions and research with an **Affiliated Provider**, including justification for the appropriate allocation of costs, determination of **FMV** and the expected economic benefits. Consistent with Section 21(2) of the **Regulation**, the VP, Controller, may consider transactions regulated by a municipal, provincial or federal government or government agency (e.g. **Commission**) to be at **FMV**;
- 5.4.2. The VP, Controller, will report on any Financial Transactions with an **Affiliated Provider**, including evidence the Financial Transaction does not offer terms more favourable to the **Affiliated Provider** than the **Affiliated Provider** could obtain on the open market; and
- 5.4.3. The report of the VP, Controller, will be presented to the **CPC** for review and noted in the **CPC** meeting minutes.

5.5 CARRYING ON MORE THAN ONE BUSINESS (SECTION 23)

To prevent the creation of an unfair competitive advantage, **AUI** will not utilize information solely obtained as a **Gas Distributor** for purposes of sales or marketing of its **Regulated Rate Supply Services** or to knowingly assist those of an **Affiliated Provider** over those of any other **Retailer**. Further, **AUI** will not utilize information common to its **Gas Distributor** and Regulated Rate Supplier functions for purposes of knowingly assisting an **Affiliated Provider** in sales or marketing of that **Affiliated Provider's Retail Gas Services** over those of any other **Retailer**. **AUI** will appropriately reflect the

economic costs and benefits of any acquisitions/dispositions between its **Gas Distribution Services** and **Regulated Rate Supply Services** functions.

- 5.5.1. Consistent with [Section 1.1.1](#), within the first 30 days of employment and within the first 60 days of each calendar year, **Personnel** will:
- (a) Participate in a formal training program; and
 - (b) Acknowledge, in writing or electronically, an appropriate level of understanding of the **Regulation** and policies and mechanisms contained in this **Compliance Plan**;
- 5.5.2. **AUI** will not distribute sales or marketing information promoting the **Regulated Rate Supply Services** of **AUI** or **Retail Gas Services** of an **Affiliated Provider** over those of any **Retailer**. The foregoing is not intended to apply to information provided to **Customers** or potential **Customers** regarding **AUI's Regulated Services**, including sales or marketing information, where information on the **Regulated Rate Supply Services** is incidental to the sales, marketing or other information provided in relation to **AUI's Gas Distribution Service** and provided **AUI's Regulated Rate Supply Services** are not promoted over those of any **Retailer**;
- 5.5.3. From time to time, or as otherwise directed by the **Commission** or applicable legislation, **AUI** will request approval of a **Gas Distribution Service** tariff or revisions (e.g. Riders), as appropriate. The request will also document, separate and/or allocate any costs and accounts attributable to the **Regulated Rate Supply Services**, including costs and benefits attributable to joint acquisitions or dispositions with **AUI's Gas Distribution Services** function, as applicable, and request recovery of the identified amounts through a DSP Admin Fee. The DSP Admin Fee will only be recoverable from those **AUI Customers** receiving **Regulated Rate Supply Services**; and
- 5.5.4. Consistent with [Section 2.1.1](#), the **Compliance Officer** will review and approve, electronically or in writing, the following **AUI** consumer awareness, education, sales and marketing materials:
- (a) Communications provided to **AUI Customers** via the billing envelope;
 - (b) Communications provided to the public via **AUI's** website and/or social media platforms; and
 - (c) Call scripting and written directives provided to the **CCC** staff.

The **Compliance Officer** will maintain an electronic record of this approval.

5.6 ACCESS TO PUBLICLY AVAILABLE INFORMATION (SECTION 24)

AUI may share information otherwise available to the public with a **Retailer**, provided **AUI** permits **Retailers** access to the same information in the same form and manner and subject to the same conditions.

- 5.6.1. In the event **AUI** agrees to provide information which is otherwise available to the public to a **Retailer**, then **AUI** will also make such information available to other **Retailers**, upon request.



Any information provided will be in the same form and manner and subject to the same conditions, including payment for such production;

- 5.6.2. The **Compliance Officer** will maintain an electronic record of the request, associated approvals and the information provided in [Section 3.5](#) for audit purposes; and
- 5.6.3. A **Retailer's** request for information, outside of normal corporate business procedures and best practices and this **Compliance Plan**, must be approved, electronically or in writing, by the **Compliance Officer**.

PART 6 RECORDS AND ACCOUNTS

6.1 RECORDS AND ACCOUNTS (SECTION 25)

AUI and **Affiliated Providers** will keep separate records and accounts. **AUI** will also keep records and accounts in relation to its **Gas Distribution Service** and **Regulated Rate Supply Services** in accordance with generally accepted accounting principles and any guidelines for uniform system of accounting and/or recordkeeping required by the **Commission**. **AUI** will endeavour to ensure there is appropriate transparency as to the costs and revenues attributable to **Gas Distribution Service** and **Regulated Rate Supply Services** functions.

- 6.1.1. Consistent with [Section 5.5.3](#), from time to time, or as otherwise directed by the **Commission** or applicable legislation, **AUI** will request approval of a **Gas Distribution Service** tariff or revisions (e.g. Riders), as appropriate. The request will also document, separate and/or allocate any costs and accounts attributable to the **Regulated Rate Supply Services** and request recovery of the identified amounts through a Default Supply Provider Administration Fee (DSP Admin Fee). The DSP Admin Fee will only be recoverable from those **AUI Customers** receiving **Regulated Rate Supply Services**;
- 6.1.2. Unless otherwise directed by the **Commission**, approval of a **Gas Distribution Service** tariff and DSP Admin Fee will be considered sufficient separation of records and accounts for purposes of the **Regulation** and this **Compliance Plan**; and
- 6.1.3. The VP, Controller, will ensure records and accounts of the transaction(s) are kept in accordance with generally accepted accounting principles and any guidelines or uniform system of accounting required by the **Commission**. The records and accounts will be made available for audit purposes.

6.2 RECORDS OF TRANSACTIONS (SECTIONS 26 & 27)

All transactions between **AUI** and **Affiliated Providers** will be documented in writing and made available for audit purposes. **AUI** will maintain a record of all transactions for goods or services provided to or received from an **Affiliated Provider**, the value will be expressed in terms of money.

- 6.2.1. The VP, Controller, will ensure all transactions for goods or services between **AUI** and an **Affiliated Provider** are appropriately documented. Documentation may include work orders, purchase orders, invoices, business cases (sample template provided in [Appendix E](#)) and/or written agreements;
- 6.2.2. The VP, Controller, will advise the **CPC** of any transactions between **AUI** and an **Affiliated Provider** where the annual amount of the transaction(s) is expected to exceed \$500,000. The VP, Controller, will also confirm such transactions have been documented by an agreement(s) and supported with written evidence of **FMV**; and
- 6.2.3 All in-kind gas transactions made pursuant to **AUC Rule 028** will be considered to be at **FMV**.

6.3 MAINTAINING RECORDS (SECTION 28)

AUI will keep records, accounts, records of Financial Transactions, reports and plans required under the **Regulation** or this **Compliance Plan** for a minimum of 6 years.

- 6.3.1. The **Compliance Officer** will arrange for the safekeeping and, when applicable, the appropriate disposal of all records and reports required under the **Regulation** and this **Compliance Plan**.

PART 7 COMPLIANCE PLANS AND COMPLIANCE REPORTS

7.1 REQUIREMENT FOR COMPLIANCE PLAN (SECTIONS 29, 31 & 32)

After receiving **Commission** approval for this **Compliance Plan** and any amendments hereto, **AUI** will provide a copy to an **Affiliated Provider(s)**, **Personnel** and **Contractors**. **AUI** will keep this **Compliance Plan** up to date to reflect any changes in circumstances or the **Regulation**.

- 7.1.1. Consistent with [Section 1.1.6](#), within thirty (30) business days of receiving **Commission** approval, the **Compliance Officer** will provide a written or electronic copy of this **Compliance Plan**, including any amendments, to all **Personnel**, **Contractors** and **Affiliated Providers**;
- 7.1.2. Consistent with [Section 1.1.7](#), within thirty (30) business days of receiving **Commission** approval, the **Compliance Plan**, including any amendments, will be posted to the **AUI** website;
- 7.1.3. At least once per year, **AUI** will obtain a copy of any **Affiliated Provider's Compliance Plan**, including any approved amendments; and
- 7.1.4. At least once per year or within sixty (60) days following a material change in circumstances or an amendment to the **Regulation** impacting the content of this **Compliance Plan**, the **Compliance Officer** will review **AUI's Compliance Plan** and recommend to the **CPC** any proposed amendments required to reflect changes in **AUI's** current systems, policies and mechanisms. The **Compliance Officer** will request **Commission** approval of amendments endorsed by the **CPC**.

7.2 COMPLIANCE REPORTING (SECTIONS 30 & 33)

AUI will prepare and file quarterly and annual compliance reports as prescribed by the **Regulation** and this **Compliance Plan**.

- 7.2.1. Following the close of each quarter in the calendar year, **AUI** will prepare a compliance report for the **CPC**. Each compliance report will include at least the following:
 - (a) A report from the **Compliance Officer**, setting forth:
 - i. Any contraventions of the **Regulation** or this **Compliance Plan**, including the remedy used to resolve and mitigate potential future occurrences;
 - ii. Any public complaints of alleged non-compliance with the **Regulation** or this **Compliance Plan**, including a description of how the complaints were resolved;
 - iii. The results of **AUI's** compliance training sessions for **Personnel** and **Contractors** as described in [Sections 1.1.1](#), [1.1.2](#) and [1.1.4](#);
 - iv. Any emergency exceptions, as described in [Section 8.1](#), utilized during the previous quarter; and
 - v. The results of call centre testing as described in [Section 2.1](#).

- (b) A report from the VP, Controller, setting forth:
 - i. Any joint acquisitions, research and dispositions between **AUI** and an **Affiliated Provider** as described in [Sections 5.1.1](#) and [5.1.2](#) and [Sections 5.4.1](#) and [5.4.2](#);
 - ii. Any Financial Transactions with **Affiliated Providers**, confirming such transactions were documented in writing and provided at **FMV**;
 - (c) A report from the Director, IT, indicating the results of the **AUI CIS**, computer network infrastructure and IT applications database access review as described in [Sections 3.1.3](#) and [3.1.4](#);
- 7.2.2. Within thirty (30) days following the quarterly **CPC** meeting, the **Compliance Officer** will provide a report to **AUI's** Board of Directors describing:
- (a) Any contraventions of the **Regulation** or this **Compliance Plan**, including the remedy used to resolve and mitigate potential future occurrences; and
 - (b) Any public complaints of alleged non-compliance with the **Regulation** or this **Compliance Plan**, including a description of how the complaints were resolved.
- 7.2.3. Within thirty (30) days following discovery of a non-compliance with the **Regulation** or this **Compliance Plan**, the **Compliance Office** will file a report with the **Commission**. The report will include a description of:
- (a) Any contraventions of the **Regulation** or this **Compliance Plan**, including the remedy used to resolve and mitigate potential future occurrences; and
 - (b) Any complaints of alleged non-compliance with the **Regulation** or this **Compliance Plan** and how the complaints were resolved.
- 7.2.4. Within sixty (60) days following the end of a calendar year, the **Compliance Officer** will prepare an annual report to be reviewed by the **CPC** and subsequently approved by **AUI's** Board of Directors. **AUI** will file the annual compliance report with the **Commission** within ninety (90) days following the end of each calendar year. The annual report will include a description of:
- (a) Any contraventions of the **Regulation** or this **Compliance Plan**, including the remedy used to resolve and mitigate potential future occurrences;
 - (b) Any complaints of alleged non-compliance with the **Regulation** or this **Compliance Plan** and how the complaints were resolved; and
 - (c) Any emergency exceptions, as described in [Section 8.1](#), utilized during the previous year.
- 7.2.5. **AUI** will complete all service quality and performance monitoring reports as prescribed under **AUC** Rules 002 and 003, and if requested, meet with the **AUC** once a year to discuss and review the reports and any factors impacting, or potentially impacting, **AUI's** ability to meet the minimum performance standards.
- 7.2.6. **AUI** will meet the requirements of **AUC** Rule 004, unless an exemption has been granted, and adhere to the **Compliance Plan** made under this Rule—respecting the business processes and mechanics of how timely and accurately tariff bill-ready information is produced and transmitted to **Retailers**. In accordance with **AUC** Rule 004, **AUI** will keep the **Compliance Plan** up to date and submit a revised plan to the **Commission** following a change in circumstances.

7.3 INFORMATION ABOUT COMPLAINTS (SECTION 34)

AUI will notify the public of its right to report any contraventions of the **Regulation** to **AUI** or the **Commission**.

7.3.1. **AUI** will include on its website the following notice to the public:

Under the Gas Utilities Act *Code of Conduct Regulation*, AltaGas Utilities has specific responsibilities. Complaints about contraventions of the *Code of Conduct Regulation* can be made to AltaGas Utilities or directly to the Alberta Utilities Commission (AUC) or the Market Surveillance Administrator (MSA). The Regulation and AUC contacts can be viewed on the AUC's website at www.auc.ab.ca. The Alberta Utilities Commission can be reached by contacting 1-780-427- 4903 or consumer-relations@auc.ab.ca. The Market Surveillance Administrator can be reached by contacting 1-403-705-3181 or compliance@albertamsa.ca. The Alberta Utilities Commission and the Market Surveillance Administrator are independent of AltaGas Utilities. To notify **AUI** regarding any disputes, complaints or inquiries, the **AUI Compliance Officer** can be reached by contacting 1-780-986-5215 or complianceofficer@agutl.com.

Billing inquiries should be directed to General and Billing Inquiries at **AUI's** Customer Care Centre at 1-866-222-2067 or customercare@altagasutilities.com. Billing inquiries should not be directed to the AUC or MSA.

- 7.3.2. Prior to providing notice to the public, the **Compliance Officer** will ensure any notice(s), including any amendments, is/are approved by the **Commission**. A copy of the notice(s) will be appended to this **Compliance Plan**, upon approval;
- 7.3.3. Within ten (10) business days following approval of a notice by the **Commission**, the **Compliance Officer** will ensure the approved notice is posted on **AUI's** website;
- 7.3.4. Within twenty-one (21) days following receipt of a public complaint, the **Compliance Officer** will investigate and take reasonable measures to resolve any alleged contraventions. Upon completion of the investigation and resolution of the complaint, the **Compliance Officer** will file a report with the **Commission**, as described in [Section 7.2.3](#); report the complaint to **AUI's** Board of Directors, as described in [Section 7.2.2](#); and document the complaint in the annual report, as described in [Section 7.2.4](#); and
- 7.3.5. In the event a complaint is not resolved to the satisfaction of the complainant under [Section 7.3.4](#), the matter may be referred to the **Commission** for resolution. Upon completion of the investigation and resolution of the complaint by the **Commission**, the **Compliance Officer** will file a report or updated report with the **Commission**, as described in [Section 7.2.3](#); report the outcome to **AUI's** Board of Directors, as described in [Section 7.2.2](#); and document the complaint process in the annual report, as described in [Section 7.2.4](#).

PART 8 VARYING ARRANGEMENTS

8.1 EMERGENCY EXCEPTIONS (SECTION 38)

Any action taken by **Personnel**, **Contractors** or an **Affiliated Provider** in response to an emergency threatening the safety of the public, **Personnel** or **Contractors** or the physical integrity of **AUI's** facilities or system reliability will not be considered a contravention of the **Regulation** or this **Compliance Plan**.

8.1.1. The **Compliance Officer** will report any action taken in response to an emergency which would otherwise contravene the **Regulation** or this **Compliance Plan**. The report will be provided to the **CPC** at the next quarterly meeting and included as part of the annual report to the **AUC**.

PART 9 COMPLIANCE AUDIT

9.1 AUDITS (SECTION 40)

AUI will make available to an auditor(s) any pertinent information required to conduct an audit of **AUI's** compliance with the **Regulation** and this **Compliance Plan**.

9.1.1. **AUI** will require employees of the auditor to provide proof of their identity prior to accessing the records, information and information systems of **AUI**. Upon proof of their identity, authorized **Personnel** will allow the release of pertinent information, to the extent requested or otherwise required under the **Regulation** and this **Compliance Plan**.

PART 10 DEFINITIONS

In this **Compliance Plan**:

Affiliated Provider has the meaning prescribed in the **Regulation**. In the case of **AUI**, this means AltaGas Ltd. (**AL**) and its officers, directors and employees;

Aggregated Customer Information means **Customer Information** received or compiled by **AUI** and aggregated to a degree the information of any particular **Customer** or **Retailer** cannot be readily identified;

AL means AltaGas Ltd. and its officers, directors and employees;

AUC or the **Commission** means the Alberta Utilities **Commission** and any successor;

AUI means AltaGas Utilities Inc.;

AUI Customer means a **Person** who is an account holder with **AUI** for purposes of acquiring **Regulated Services**;

AUI Terms and Conditions means the **AUI Terms and Conditions** of Service, **AUI's** General Conditions of Service, Natural Gas Utility Service Rules, Special Charges Schedule and Retailer Distribution Service Rules, as approved by the **Commission** and posted on the **AUI** website;

CCC means the **AUI** Customer Care Centre, the department whose responsibility is to serve as the primary interface with **Customers** with questions concerning **AUI's Regulated Services**;

CICF means **AUI's** standardized Customer Information Consent Form, available to **Customers** and **Retailers**, used to provide a **Customer's** consent to **AUI** for the disclosure of that **Customer's** Customer Information, including historical gas usage;

Compliance Officer means a competent individual designated by the **CPC** to administer, monitor and assist the **CPC** in maintaining **AUI's** compliance with the **Regulation** and this **Compliance Plan**;

Compliance Plan has the meaning prescribed in the **Regulation** and, in the case of **AUI**, refers to this **Compliance Plan**, as approved by the **Commission** from time to time;

Contractor means a **Person(s)** engaged to perform, on behalf of **AUI**, any or all of the functions of distributor or regulated rate supplier as defined in the Gas Utilities Act and specified in [Section 1.1.4](#) of this **Compliance Plan** and includes agents of **AUI**, designated as such in a written agency agreement;

CPC means **AUI's Compliance Plan** Committee, comprised of at least the following **AUI** management (or their successor):

- President;
- Vice President, Controller;
- Vice President, Regulatory & Legal Affairs;
- **Compliance Officer** (if not one of the above); and
- Director, Customer Relations.

Customer Information System or **CIS** means the information system used by **AUI** to record current and historical Customer Information;

Fair Market Value (FMV) has the meaning prescribed in the **Regulation**. Further, pursuant to the **Regulation**, if the value of the goods or services provided or disposed of in a transaction is regulated by a municipal, provincial or federal government or government agency, the regulated value will be deemed to be at **FMV**;

Gas Distributor means a company carrying out the roles and responsibilities of a distributor as set forth in the **GUA**;

Gas Distribution Service means the services required to transport natural gas to **Customers** by means of a natural gas distribution system and includes distribution services **AUI** is required to provide pursuant to the direction of the **Commission** or prescribed under the **GUA**;

Gas Services has the meaning prescribed in the **GUA**;

GUA for purposes of this **Compliance Plan**, means the Gas Utilities Act, including any regulations and amendments thereto;

Management of Retailers means a documented procedure used by **AUI's** Natural Gas Accounting and Settlement workgroups to manage **Retailer** access to historical gas usage data via **NISIS**;

NISIS means **AUI's** Nomination, Imbalance and Settlement Information System used by authorized **Retailers** to access site specific historical gas usage;

Person(s) includes an individual or corporation and their/its heirs, executors, administrators or other legal representatives of the **Person(s)**;

Personnel means any officer, director or employee of **AUI** who, in their capacity as an officer, director and/or employee, perform functions for, or undertake tasks on behalf of, **AUI**. **Contractors** considered to be employees for purposes of legislation not specifically related to the governance of public utilities (e.g. Workers Compensation Board insurance) will be considered to be **Contractors** for purposes of this **Compliance Plan**;

Regulated Rate Supply Services means, in the case of natural gas, default supply services, the costs of which are recoverable under a default supply administration fee (DSP Admin Fee) and monthly gas cost recovery (GCRR) and third party transportation rates (TPTR);

Regulated Services refers to **Gas Distribution Services** and **Regulated Rate Supply Services** or **Gas Distribution Services**, alone, in the case of an **AUI Customer** opting for **Retail Gas Services**;

Regulation means the Electric Utilities Act/Gas Utilities Act Code of Conduct **Regulation** (AR 58/2015);

Retailer's Customer means a **Customer** receiving **Gas Distribution Service** from **AUI** and **Retail Gas Services** from a specified **Retailer**;



Retail Energy Services will have the meaning prescribed under the **Regulation**, but, for clarity, does not include **Regulated Rate Supply Services**;

Retail Gas Services means a gas supply arrangement between a **Customer** and a **Retailer**, but does not include **Regulated Rate Supply Services**;

Retailer Agreement means a Representation and Warranty Agreement executed by a **Retailer** and provided to **AUI** in accordance with **AUC Rule 010**;

Retailer Handbook means a document prepared by **AUI** to provide **Retailers** an overview of **AUI's** business processes to facilitate effective interactions with **AUI**;

UCA means the Office of the Utilities Consumer Advocate.



APPENDIX A: CONTRACTOR ACKNOWLEDGEMENT

Note: Terms utilized in this Compliance Plan Acknowledgement are defined in Part 10 of the AUI Code of Conduct Compliance Plan.

AltaGas Utilities Inc. (AUI) is committed to meeting its duties and obligations under the Code of Conduct Regulation (AR 58/2015) (the **Regulation**). AUI has developed the Code of Conduct **Compliance Plan** (**Compliance Plan**) as part of that commitment.

To the extent goods or services supplied to, or on behalf of, AUI fall within the purview of the **Regulation** and this **Compliance Plan**, all directors, officers, employees, contractors (including sub-contractors) or agents of the Contractor supplying such goods or services are required to fully comply, in all circumstances, with this **Compliance Plan** and maintain the confidentiality of all AUI proprietary information, including Customer Information.

The undersigned hereby acknowledges receipt (electronically or in writing) and review of the **Compliance Plan** and agrees to comply with the provisions set forth therein.

The undersigned hereby acknowledges on behalf of _____ (*company name*), its directors, officers, employees, agents, contractors and assigns, their obligation to report contraventions of the **Regulation** and/or this **Compliance Plan**, if any, via Appendix B of the **Compliance Plan**, immediately upon discovery. In addition, the undersigned or its representatives have the right to ask questions and seek clarification regarding the contents of this **Compliance Plan** from the **Compliance Officer**.

Acknowledged and accepted this ____ day of _____, 20__.

Signature

Print Name

Title

Company Name

APPENDIX B: INCIDENT REPORT

Any alleged non-compliance with the **Regulation** and this **Compliance Plan** must be documented and reported to the **Compliance Officer** within five (5) business days following discovery of the alleged incident.

Current Date:	Report Prepared By:
Date of Incident:	Reported to Supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Alleged Incident:	
Action Taken to Remedy the Incident:	
Measures Taken to Prevent a Reoccurrence:	
Compliance Officer Comments:	
Compliance Officer Review Date:	Signature:

APPENDIX C: COMPLIANCE DOCUMENT REGISTER

The documents listed below support **AUP's** commitment to compliance governance. The **Compliance Officer** will ensure the list of supporting compliance documents is kept current. Electronic or written copies of the documents not available on the **AUI** website may be requested from the **Compliance Officer**.

	Document Name:	Location:
1	Gas Utilities Act Code of Conduct Regulation and Compliance Plan	http://www.agutl.com/code-of-conduct
2	AUI Retailer Handbook	http://www.agutl.com/information-for-Retailers
3	Retailer Distribution Service Rules	http://www.agutl.com/information-for-Retailers
4	Retailer Representation and Warranty Agreement	http://www.agutl.com/information-for-Retailers
5	Retailer Distribution Service Contract	http://www.agutl.com/information-for-Retailers
6	Natural Gas Utilities Service Rules	http://www.agutl.com/service-rules
7	Document Retention Policy	Internal Document
8	Customer Privacy Assurance	http://www.agutl.com/privacy
9	AUI Business Ethics Code of Conduct	Internal Document
10	AUI Employee Confidentiality Agreement	Internal Document
11	AUI Agent and Contractor Confidentiality Agreement	Internal Document
12	AUI Customer Information Consent Form	Internal Document
13	Setup & Management of Retailers & User Accounts in LPS and NISIS	Internal Document
14	AUC Rules	http://www.auc.ab.ca/acts-Regulations-and-auc-rules/rules/Pages/default.aspx



APPENDIX D: EMPLOYEE ACKNOWLEDGEMENT

Note: Terms utilized in this Compliance Plan Acknowledgement are defined in Part 10 of the AUI Code of Conduct Compliance Plan.

AltaGas Utilities Inc. (AUI) is committed to meeting its obligations under the Code of Conduct Regulation (AR 58/2015) (**Regulation**). AUI has developed the Code of Conduct Compliance Plan (**Compliance Plan**) as part of that commitment.

Having successfully reviewed AUI's **Compliance Plan**, the employee acknowledges his/her obligation to:

- Fully and completely comply with the policies, procedures and mechanisms reviewed in this training course and contained in the **Compliance Plan**;
- Seek answers or clarification regarding the content of this training course or the **Compliance Plan**, as appropriate; and
- Report any public complaints or alleged non-compliances with the **Regulation** via Appendix B of the **Compliance Plan**.

The employee agrees to conduct himself/herself in a manner consistent with AUI's **Compliance Plan**, policies, procedures and mechanisms respecting the **Regulation**. Failure to do so may result in disciplinary action, up to and including termination of employment with AUI.

Acknowledged and accepted this ____ day of _____, 20__.

Signature*

Print Name

Title

Company Name

**Employee signature may be obtained, stored and reported electronically.*



APPENDIX E: SAMPLE BUSINESS CASE TEMPLATE

Pursuant to [Section 5.1.1](#), [5.1.2](#) and [6.2.1](#) of this **Compliance Plan**, **AUI Personnel** will prepare a business case for current and proposed arrangements and transactions for goods and/or services between **AUI** and an **Affiliated Provider** and submit a copy of the business case to the VP, Controller, for further process.

Date Prepared:	Prepared By:
Name of Arrangement/Transaction:	
Value \$:	Current <input type="checkbox"/> or Proposed <input type="checkbox"/> Arrangement?
Description of Arrangement/Transaction:	
Determination of Fair Market Value or the Appropriate Allocation of Costs and Economic Benefits:	
Commission Opinion Required Yes <input type="checkbox"/> No <input type="checkbox"/> ? If Yes, AUC Decision:	
Comments:	
Arrangement(s)/Transaction(s) Documented By (Check all that Apply):	
<input type="checkbox"/> Business Case <input type="checkbox"/> Written Agreement <input type="checkbox"/> Work Order <input type="checkbox"/> Purchase Order <input type="checkbox"/> Invoice	
VP, Controller Review Date:	CPC Review Date: