



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

November 1, 2021

Decision 26302-D02-2021



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INTRODUCTION

Apex Utilities Inc. (AUI) provides **Gas Distribution Services** and **Default Gas Supply Services** in the province of Alberta. **AUI** has no affiliated providers as defined in the Code of Conduct Regulation (**Regulation**). As such, under the provisions of the **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**.

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 **Default Gas Supply Services** 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**. **AUI** 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@apexutilities.ca

AUC Contact

310-AUC (inside Alberta)

1-833-511-4AUC (outside Alberta)

info@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 **Default Supply Provider**, as defined in the Gas Utilities Act (**GUA**) (Roles, Relationships and Responsibilities Regulation (AR 186/2003)), will be provided appropriate and relevant training and/or information, about 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 **Default Supply Provider** 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**, who complete 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 Alberta Utilities Commission (**Commission, AUC**) approval, the **Compliance Officer** will provide a written or electronic copy of this **Compliance Plan**, including the approved amendment(s), to all **Personnel**, and applicable **Contractors** affected by the plan;
- 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; and
- 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;
- 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; and
- 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 a **Retailer**. In addition, **Personnel** will not represent or imply in any communications with present or future **Customers** that 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 and education 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;

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; and

2.1.3. 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 a **Retailer** 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.

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** sign a confidentiality agreement or an agreement containing an appropriate confidentiality clause; and
 - (b) 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, **AUI** will accept verbal consent from an **AUI Customer** to disclose the Customer Information to **Retailers**, provided the **AUI Customer** 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;

- 3.2.2. When disclosure without consent is not permitted within the parameters identified above and the **Customer's** verbal consent is not provided in accordance with [Section 3.2.1](#), the **AUI Customer** or a **Retailer** may request Customer Information through **AUI's** Consent for Release of Customer Information Consent Form (**CRCIF**). The **CRCIF** may be submitted electronically;
- 3.2.3. In the event a **Customer** or **Retailer** does not use the **CRCIF**, a written 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**;
- 3.2.4. **AUI** will maintain electronic or written copies of the **CRCIF**, consents provided pursuant to [Section 3.2.2](#) and [3.2.3](#) or documentation (oral recording or written) related to verbal requests under [Section 3.2.1](#), 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**, 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 consents at the same time to the disclosure of Customer Information to two or more **Retailers**, **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, consent to the disclosure of Customer Information, or the disclosure of 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** procedure;
- 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**, the **Retailer** must provide a written request consistent with [Sections 3.2.2](#) or [3.2.3](#). 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 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 that 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 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** without prior written approval from the **Commission**;
- 4.2.2. **AUI** will not permit a **Retailer** access to **AUI** customer communications, including billing envelopes, for the **Retailer's** sales or marketing purposes;
- 4.2.3. **AUI** will not provide any **Default Gas Supply Services** other than those permitted under the Default Gas Supply Regulation (184/2003, or amendments thereto), 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; and
- 4.2.7. 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 **Default Gas Supply Services** 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 **Default Gas Supply Services**, relative to the other. 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. Consistent with [Section 5.5.3](#) of this **Compliance Plan**, **AUI** will demonstrate any internal arrangements between its **Gas Distribution Services** and **Default Gas 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 **Default Gas 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 **Default Gas Supply Services**; and
- 5.1.2. If the **CPC** determines an 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.

5.2 INFORMATION SHARING (SECTION 18)

AUI does not have any affiliated providers as defined by the **Regulation**. Therefore, this section is retained for numbering consistency only.

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)

AUI does not have any affiliated providers as defined by the **Regulation**. This section is retained for numbering consistency only.

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 **Default Gas Supply Services**. **AUI** will appropriately reflect the economic costs and benefits of any acquisitions/dispositions between its **Gas Distribution Services** and **Default Gas 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 **Default Gas Supply Services** of **AUI**. The foregoing is not intended to apply to information provided to **Customers** or potential **Customers** regarding **AUI's Regulated Services**, where information on the **Default Supply Services** is incidental to the information provided in relation to **AUI's Gas Distribution Service** and provided **AUI's Default Supply Services** are not promoted over those of any **Retailer**;
- 5.5.3. Consistent with [Section 5.1.1](#), 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 **Default Gas 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 **Default Gas 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 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.

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 COMPLIANCE PLANS AND COMPLIANCE REPORTS

6.1 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 **Personnel** and **Contractors**. **AUI** will keep this **Compliance Plan** up to date to reflect any changes in circumstances or the **Regulation**.

- 6.1.1. 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 approved amendment(s), to all **Personnel** and **Contractors** affected by the plan;
- 6.1.2. 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; and
- 6.1.3. 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**.

6.2 COMPLIANCE REPORTING (SECTIONS 30 & 33)

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

- 6.2.1. 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](#); and

- (b) 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](#);
- 6.2.2. 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 all non-compliances with the **Regulation** or this **Compliance Plan** and 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.
- 6.2.3. **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; and
- 6.2.4. **AUI** will meet the requirements of **AUC** Rule 004 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 Rule 004 Compliance Plan up to date and submit a revised plan to the **Commission** following a change in circumstances.

6.3 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**.

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

Under the Gas Utilities Act *Code of Conduct Regulation*, Apex Utilities has specific responsibilities. Complaints about contraventions of the *Code of Conduct Regulation* can be made to Apex 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 310-4AUC (inside Alberta), 1-833-511-4AUC (outside Alberta), or info@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 Apex 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@apexutilities.ca.

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

- 6.3.2. Prior to providing notice to the public, the **Compliance Officer** will ensure any notice(s), including any amendments, is/are approved by the **Commission**;
- 6.3.3. 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;
- 6.3.4. 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 6.2.2](#); and document the complaint in the annual report, as described in [Section 6.2.3](#); and
- 6.3.5. In the event a complaint is not resolved to the satisfaction of the complainant under [Section 6.3.4](#), 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 6.2.2](#); and document the complaint process in the annual report, as described in [Section 6.2.3](#).

PART 7 VARYING ARRANGEMENTS

7.1 EMERGENCY EXCEPTIONS (SECTION 38)

Any action taken by **Personnel** or **Contractors** 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**.

- 7.1.1. 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 8 COMPLIANCE AUDIT

8.1 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**. **AUI** will retain all compliance records listed under Appendix E for at least three years.

The Commission may amend Appendix E to the **Compliance Plan** from time to time on notice and absent a registered objection, the proposed changes will take effect within 10 business days from the date of notice.

- 8.1.1. **AUI** will keep records and accounts in relation to its **Gas Distribution Service** and **Default Gas 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 **Default Gas Supply Services** functions;
- 8.1.2. 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 **Default Gas 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 Default Supply Provider Administration Fee (DSP Admin Fee). The DSP Admin Fee will only be recoverable from those **AUI** Customers receiving **Default Gas Supply Services**; and
- 8.1.3. 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 this **Compliance Plan**.

PART 9 DEFINITIONS

In this **Compliance Plan**:

- (a) **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;
- (b) **AUC** or the **Commission** means the Alberta Utilities **Commission** and any successor;
- (c) **AUI** means Apex Utilities Inc.;
- (d) **AUI Customer** means a **Person** who is an account holder with **AUI** for purposes of acquiring **Regulated Services**;
- (e) **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;
- (f) **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**;
- (g) **CRCIF** means **AUI's** standardized Consent for Release of Customer Information 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;
- (h) **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**;
- (i) **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;
- (j) **Contractor** means a **Person(s)** engaged to perform, on behalf of **AUI**, any or all of the functions of a **Gas Distributor** or **Default Supply Provider** and includes agents of **AUI**, designated as such in a written agency agreement;
- (k) **CPC** means **AUI's Compliance Plan** Committee, comprised of at least the following **AUI** management (or their successor):
 - President;
 - Vice President, Financial Services & Regulatory Affairs;
 - Senior Regulatory Counsel;
 - **Compliance Officer** (if not one of the above);
 - Director, Regulatory; and
 - Director, Customer Relations.

- (l) **Customer Information System** or **CIS** means the information system used by **AUI** to record current and historical Customer Information;
- (m) **Default Gas Supply Services** means the services required to provide **Gas Services** to customers under a default rate tariff;
- (n) **Default Supply Provider** means a **Gas Distributor**, or a person authorized by a **Gas Distributor**, who provides gas services to customers pursuant to a default rate tariff;
- (o) **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**;
- (p) **Gas Distributor** means a company carrying out the roles and responsibilities of a distributor as set forth in the **GUA**;
- (q) **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**;
- (r) **Gas Services** has the meaning prescribed in the **GUA**;
- (s) **GUA** for purposes of this **Compliance Plan**, means the Gas Utilities Act, including any regulations and amendments thereto;
- (t) **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**;
- (u) **NISIS** means **AUI's** Nomination, Imbalance and Settlement Information System used by authorized **Retailers** to access site specific historical gas usage;
- (v) **Person(s)** includes an individual or corporation and their/its heirs, executors, administrators or other legal representatives of the **Person(s)**;
- (w) **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**;
- (x) **Regulated Services** refers to **Gas Distribution Services** and **Default Gas Supply Services** or **Gas Distribution Services**, alone, in the case of an **AUI Customer** opting for **Retail Gas Services**;
- (y) **Regulation** means the Electric Utilities Act/Gas Utilities Act Code of Conduct **Regulation** (AR 58/2015);



- (z) **Retailer** has the meaning prescribed in the **GUA**;
- (aa) **Retailer's Customer** means a **Customer** receiving **Gas Distribution Service** from **AUI** and **Retail Gas Services** from a specified **Retailer**;
- (bb) **Retail Energy Services** will have the meaning prescribed under the **Regulation**, but, for clarity, does not include **Default Gas Supply Services**;
- (cc) **Retail Gas Services** means a gas supply arrangement between a **Customer** and a **Retailer**, but does not include **Default Gas Supply Services**;
- (dd) **Retailer Agreement** means a Representation and Warranty Agreement executed by a **Retailer** and provided to **AUI** in accordance with **AUC** Rule 010;
- (ee) **Retailer Handbook** means a document prepared by **AUI** to provide **Retailers** an overview of **AUI's** business processes to facilitate effective interactions with **AUI**; and
- (ff) **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.

As a regulated natural gas utility, Apex Utilities Inc. (**AUI**) is subject to the provisions of the *Gas Utilities Act Code of Conduct Regulation* (AR 58/2015) (**Regulation**). **AUI** is committed to meeting its duties and obligations under the **Regulation** and has developed a Code of Conduct **Compliance Plan** (**Compliance Plan**) as part of that commitment.

Copies of the **Regulation** and **AUI's Compliance Plan** may be obtained through the **AUI** website: www.apexutilities.ca/codes-of-conduct.

I, _____ [Name], hereby acknowledge, on behalf of _____ [Company Name] (the **Contractor**), its directors, officers, employees, contractors (including sub-contractors) and agents, as follows:

1. The **Contractor**, its directors, officers, employees, contractors (including sub-contractors), and agents are required to maintain the confidentiality of all **AUI** proprietary information, including Customer Information.
2. To the extent services supplied to, or on behalf of, **AUI** by the **Contractor** fall within the purview of the **Regulation** or **AUI's Compliance Plan**, the **Contractor** and its directors, officers, employees, contractors (including sub-contractors) and agents supplying such services are required to fully comply with the **Regulation** and **AUI's Compliance Plan** to the extent applicable, including but not limited to, the following provisions:
 - A designated representative of any **Contractor** performing any or all of the functions of **Gas Distributor** or **Default Supply Provider**, as defined in the **GUA** (Roles, Relationships and Responsibilities Regulation (AR 186/2003)), will be provided appropriate and relevant information about the **Regulation**, **AUI's Compliance Plan**, and the **Contractor's** responsibilities thereunder. The **Contractor** will be required to provide, electronically or in writing, this acknowledgement. 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 **Default Supply Provider** on behalf of **AUI**, the contract services will be reviewed by the **Compliance Officer** who will make a determination. (*Compliance Plan, Part 1, Section 1.1.4*)
 - 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**. (*Compliance Plan, Part 1.1.9*)



- 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**. (*Compliance Plan, Part 3, Section 3.1.2*)
 - **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. (*Compliance Plan, Part 3, Section 3.2.6*)
 - **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**. (*Compliance Plan, Part 4.2*)
 - Any action taken by **Contractors** 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 **AUI's Compliance Plan**. (*Compliance Plan, Part 8*)
3. The **Contractor** its directors, officers, employees, contractors (including sub-contractors) and agents obligation to report any alleged contraventions of the **Regulation** and/or the **AUI Compliance Plan** to any **AUI Personnel** via Appendix B of the **Compliance Plan**, immediately upon discovery.
 4. The **Contractor** or its representatives have the right to ask questions and seek clarification from the **Compliance Officer** regarding the **Regulation, AUI's Compliance Plan**, or the **Contractor's** requirements.

Signature

Title

Date



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 **AUI'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	www.apexutilities.ca/codes-of-conduct
2	AUI Retailer Handbook	www.apexutilities.ca/retailer-resources
3	Retailer Distribution Service Rules	www.apexutilities.ca/retailer-resources
4	Retailer Representation and Warrant Agreement	www.apexutilities.ca/request-historical-customer-usage
5	Retailer Distribution Service Contract	www.apexutilities.ca/retailer-resources
6	Natural Gas Utilities Service Rules	www.apexutilities.ca/terms-and-conditions-of-service
7	Document Retention Policy	Internal Document
8	Customer Privacy Assurance	www.apexutilities.ca/privacy-policy
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	www.auc.ab.ca/pages/rules/rules-home.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.

Apex 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

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

APPENDIX E: LIST OF COMPLIANCE RECORDS

List of code of conduct compliance records:

- (a) Internal reporting documents including internal compliance assessment, **CPC** minutes, compliance reports to **AUI's** Board of Directors.
- (b) Training materials.
- (c) Training records.
- (d) Compliance acknowledgements.
- (e) On-boarding / off-boarding processes and documentation pursuant to compliance training and access to IT systems.
- (f) Record of employee transfers.
- (g) Employee / contractor listing.
- (h) Customer consent to disclose information.
- (i) Promotional materials.
- (j) IT security reports including system access rights reports or system change reports where applicable.
- (k) Agreements and contracts.
- (l) Records and accounts in relation to the separation of **AUI's Gas Distribution Service** and **Default Supply Services** functions, as described in Section 8.1.
- (m) Audited financial statements including annual financial statement audit reports.