

The City of Lethbridge  
Electric Utility

Compliance Plan to *Code of Conduct Regulation*

AUC Approval:  
December 22, 2016

**THE CITY OF LETHBRIDGE**  
**Code of Conduct Regulation Compliance Plan**

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**THE CITY OF LETHBRIDGE**  
**Code of Conduct Regulation Compliance Plan**

**Purpose**

The City of Lethbridge, as defined by the Electric Utilities Act, is both a Transmission Facility Owner (TFO) and a Distribution Facility Owner (DFO). As a DFO, the City of Lethbridge provides distribution services including a Regulated Rate Option and Regulated Default Supply for electric energy. The City of Lethbridge has service agreements in place with Retailers to offer retail services in the Lethbridge settlement zone.

**Relationships**

The City of Lethbridge has contractual arrangements with contractors to provide a variety of services including meter data management, meter services, load settlement, wholesale billing, service order management, electric regulated rate tariff and electric default supply matters, retail billing services, and related Customer care matters. The City of Lethbridge provides copies of the Compliance Plan when contracts are negotiated and provides updated Compliance Plans. The City is responsible for Code of Conduct compliance for the activities of the contractors. The City requires the contractors to abide by the Code of Conduct and all other relevant laws in respect of the services contracted.

The purpose of this Compliance Plan is to establish the systems, policies, and mechanisms that the City of Lethbridge will use to ensure compliance with the Code of Conduct by the City of Lethbridge officers, employees, agents and/or contractors. Contraventions of the Compliance Plan by individuals may result in disciplinary action, up to and including termination of employment or contract with The City of Lethbridge.

This Compliance Plan describes certain obligations and responsibilities of specified The City of Lethbridge management personnel. Notwithstanding this, and without otherwise reducing or eliminating the obligation and responsibility of the specified The City of Lethbridge management personnel to ensure any specific requirements of this Compliance Plan are satisfied, it is understood that all or a portion of the tasks described in this Compliance Plan may be delegated by the specified The City of Lethbridge management personnel to other The City of Lethbridge personnel.

Questions or comments concerning the Compliance Plan should be directed to the City of Lethbridge Compliance Officer (the Compliance Officer). Contact information for the Compliance Officer and a copy of the Compliance Plan are available at [www.lethbridge.ca](http://www.lethbridge.ca).

The numbering used in the Compliance Plan is consistent with the numbering used in the Regulation.

## **Part 1 Interpretation**

### **1.0 Definitions**

Capitalized words and phrases used in the City of Lethbridge Code of Conduct Compliance Plan shall have the meanings set out in the Code of Conduct Regulation (hereafter referred to as the Regulation). In the event of any inconsistency in the definitions between the Regulation and the Compliance Plan, the Regulation definitions will prevail.

- a) Annual Compliance Report contains:
  - any non-compliance with the Regulation or the Compliance Plan;
  - the action taken to remedy the non-compliance;
  - any complaints of non-compliance with the Regulation or the Compliance Plan, and how the complaints have been addressed.
- b) **AUC or Commission** means the Alberta Utilities Commission.
- c) **AUC Rule 010** means AUC Rule 010: Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets Rules.
- d) **AUC Rule 030** means AUC Rule 030: *Compliance with the Code of Conduct Regulation*.
- e) **Compliance Officer** means an officer of The City of Lethbridge who is responsible and accountable for The City of Lethbridge compliance with the Code of Conduct Regulation Compliance Plan as *approved* by the AUC, made under the authority of the Regulation
- f) **Compliance Plan** means the Plan, put forward by the City of Lethbridge and approved by the AUC, for complying with *Code of Conduct Regulation*.
- g) **Compliance Plan Committee** means a committee composed of at least the following The City of Lethbridge personnel:
  - Electric Utility Manager
  - Rates & Regulatory Manager (reporting to the Electric Utility Manager).
  - Compliance Officer (if not one of the above); and
  - Utility Services Manager.
- h) **Compliance Report** contains:
  - any non-compliance with the Regulation or the Compliance Plan;
  - the action taken to remedy the non-compliance; and
  - any complaints of non-compliance with the Regulation or the Compliance Plan, and how the complaints have been addressed.

- i) **Electric Utility Department** provides electrical utility services within the City of Lethbridge. It is comprised of four cost centres representing transmission, distribution, fibre optic, and RRO.
- j) **Regulated Rate Option (RRO)** is provided by the Distributor to those Customers who choose not to purchase energy from a Retailer and whose annual consumption is less than 250 MWh per year.
- k) **Regulated Default Supply Option (RDS) Customer** is a Customer who chooses not to purchase energy from a Retailer and whose annual consumption is more than 250 MWh per year.
- l) **The City of Lethbridge Term and Conditions** means the City of Lethbridge The City of Lethbridge Term and Conditions for Service: a document defining expectations for Distributor services. The City of Lethbridge Term and Conditions are available at [www.lethbridge.ca/living-here/electric](http://www.lethbridge.ca/living-here/electric)
- m) **Utility Customer Care** refers to the City of Lethbridge department that accepts payments for all City of Lethbridge utility services including electric, water, waste water and recycling. Said department is first line response for billing inquiries.
- n) As per AUC Rule 010 definitions, **Representation and Warrant** document means a document executed by a retailer and filed with a distributor providing a framework within which a distributor does not have to evaluate customer consent documentation.

**2.0 N/A – retained for numbering consistency.**

**Part 2**  
**Conduct and Business Practices**

**3.1 Conduct**

**Policy: The City of Lethbridge officers, employees, agents and/or contractors will conduct themselves and their activities so as to comply with and to ensure compliance with the Regulation and the Compliance Plan.**

**Mechanisms**

1. The City of Lethbridge will provide Code of Conduct training to new contractors of the Electric Department or in Utility Customer Care before new contracts for service are finalized.
2. The City of Lethbridge will provide Code of Conduct training to all new employees, officers, and agents working in the Electric Department or in Utility Customer Care as part of their personnel training.
3. The City of Lethbridge will provide an annual refresher on the Code of Conduct for those employees, officers, agents and/or contractors working in the Electric Department or in Utility Customer Care. Training regarding updates to the Code of Conduct is provided within 30 days of AUC approved updates.

**Division 1**  
**Customers**

**4.1 Tying prohibited**

**Policy: The City of Lethbridge will not require or induce Customers to acquire goods or services from The City of Lethbridge (RRO service) or any other Retailer by making or appearing to make Regulated Energy Services conditional on the acquisition of those goods or services.**

**Mechanisms**

1. As per the Regulated Rate Option Regulation 262/2005, as a Distributor, the City of Lethbridge provides energy to those Customers who do not choose a Retailer.
2. New Customers are referred to Utilities Consumer Advocate (UCA) Helps website for list of Retailers. New customers may be referred by Utility Customer Care employees, officers, agents and/or contractors or by Electric Department employees, officers, agents and/or contractors by phone, email or website.

3. Employees, officers, agents and contractors of the Electric Department and Utility Customer Care Department will be made aware of and comply with the tying prohibition through the Compliance training described in Section 3.0.
4. Customer concerns regarding any issues related to the linking of Distributor services and Retailers services may contact the Electric Department at [electricaccountadmin@lethbridge.ca](mailto:electricaccountadmin@lethbridge.ca) or by phoning (403) 320-4057.

## 5.1 Transfer of Customers

**Policy: The City of Lethbridge will not, without the Customer's consent, transfer the customer to a Retailer or Retail Energy Services tariff.**

### Mechanisms

1. The City of Lethbridge will only transfer customers to a competitive Retailer or to the Regulated Rate Option upon receipt of notification as per AUC Settlement System Code Rules.
2. Code of Conduct training included in Section 3.0 training addresses the requirement that customers are not to be transferred without their consent.

## 6.1 Prohibited representations

**Policy: The City of Lethbridge will not represent or imply in any way in communications with customers or the public, that present or future customers of The City of Lethbridge will receive treatment from The City of Lethbridge that is different from the treatment received by present or future Customers of other Retailers.**

### Mechanisms

1. Only employees, officers, agents and/or contractors who work in Rates and Regulatory or in Utility Customer Care have the ability to access information on which customers are with a Retailer and which are provided with Regulate Rate energy.
2. Employees, officers, agents and/or contractors who provide the physical build and maintenance of infrastructure do not have access to information that would indicate whether a Distributor customer is with a Retailer or not.
3. All Customers requesting new service are directed to the UCA Helps website for a list of Retailers.
4. All Customers who contact the City of Lethbridge regarding energy services are directed to the UCA website.
5. Employees, officers, agents and contractors of the Electric Department and Utility Customer Care Department will be made aware of the obligations under Section 6.0 through the Compliance Training described in Section 3.0.



**7.0 Advertising:** this section does not apply. The City of Lethbridge does not have any affiliated Retailers or engage in any sale and marketing activities, including advertising.

**8.1 Meetings between Distributors or regulated rate suppliers with Retailers and Customers**

**Policy: The City of Lethbridge will make reasonable efforts to be equally available to all Retailers for joint meetings with Retailers and Retailer’s customers.**

**Mechanisms**

1. The City of Lethbridge is equally available to all Retailers for joint meetings with Retailers and Retailer’s Customers subject only to normal scheduling and timing conflicts that may occur from time to time. The City of Lethbridge will commit to meeting with Retailers and Retailer’s Customers within 15 business days of receiving a request to meet.
2. The City of Lethbridge will keep track of meetings with Retainers and Retailer’s customers and ensure that records are available for audit purposes.

**Division 2  
Customer Information**

**9.1 Confidentiality of Customer information**

**Policy: The City of Lethbridge will protect the confidentiality of Customer Information and not disclose Customer information except in accordance with the Regulation.**

**Mechanisms**

1. Employees, officers, agents and contractors of the Electric Department and Utility Customer Care Department will be made aware of and comply with the customer confidentiality requirements through the Compliance training described in Section 3.0.
2. Customer Information is only available to those employees, officers, agents and/or contractors who require the data for purposes within their scope of work, and they are only given access to customer data upon completion of the training described in Section 3.0.
3. As a municipal body, Customer Information is handled in accordance with the requirements of all applicable acts and regulations, including the Freedom of Information and Protection of Privacy Act, and the Code of Conduct Regulation and

all municipal employees sign a oath of confidentiality upon commencement of their employment.

4. The City of Lethbridge will only disclose Customer Information after the customer has submitted a consent form.
5. The City of Lethbridge will ensure that Customer Information is only disclosed to a Retailer that has executed and submitted a Representation and Warranty Agreement.

#### **10.1 Disclosure of Customer information**

**Policy: The City of Lethbridge will only disclose Customer Information in accordance with the Regulation.**

##### **Mechanisms**

1. Employees, officers, agents and contractors of the Electric Department and Utility Customer Care Department will be made aware of and comply with the customer confidentiality requirements through the Compliance Training described in Section 3.0.
2. Customer Information is only available to those employees, officers, agents and/or contractors who require the data for purposes within their scope of work, and they are only given access to customer data upon completion of the training described in Section 3.0.
3. As a municipal body, Customer Information is handled in accordance with the requirements of all applicable acts and regulations, including the Freedom of Information and Protection of Privacy Act, and the Code of Conduct Regulation and all municipal employees sign an oath of confidentiality upon commencement of their employment.
4. The City of Lethbridge will only disclose Customer Information after the Customer has submitted a consent form.
5. The City of Lethbridge will ensure that Customer Information is only disclosed to a Retailer that has executed and submitted a Representation and Warranty Agreement.

#### **11.1 Conditions on disclosure of Customer information**

**Policy: The City of Lethbridge will only disclose Customer Information to a Retailer or Retailers in accordance with the Regulation.**

## **Mechanisms**

1. Employees, officers, agents and contractors of the Electric Department and Utility Customer Care will be made aware of and comply with the customer confidentiality requirements through the Compliance Training described in Section 3.0.
2. Customer Information is only available to those employees, officers, agents and/or contractors who require the data for purposes within their scope of work, and they are only given access to customer data upon completion of the training described in Section 3.0.
3. As a municipal body, Customer Information is handled in accordance with the requirements of all applicable acts and regulations, including the Freedom of Information and Protection of Privacy Act, and the Code of Conduct Regulation and all municipal employees sign an oath of confidentiality upon commencement of their employment.
4. The City of Lethbridge will only disclose Customer Information after the customer has submitted a consent form.
5. The City of Lethbridge will ensure that Customer Information is only disclosed to a Retailer that has executed and submitted a Representation and Warranty Agreement.
6. If such conditions are met, the City of Lethbridge will provide the requested information to the Retailer within 7 days.
7. Subject to receiving the required customer consent and Representation and Warranty Agreement, the City of Lethbridge will provide the requested information to the Retailer within 7 days. If the information is requested and conditions met by more than one Retailer, the City of Lethbridge will email the information to the Retailers simultaneously.

### **12.1 Historical electricity usage**

**Policy:** The City of Lethbridge will only provide a Retailer with historical usage information in accordance with the Regulation and AUC Rule 010.

#### **Mechanisms**

1. Usage information is released only upon receipt of request. Form is available online at [www.lethbridge.ca](http://www.lethbridge.ca)
2. Usage information will be provided within three (3) working days of request.

### **13.1 Aggregated Customer information**

**Policy:** The City of Lethbridge will only provide a Retailer with aggregated Customer Information in accordance with the Regulation.

## **Mechanisms**

1. The City of Lethbridge does not make aggregated information available about customers available to Retailer's apart from what is transferred under the AUC Rule 021 Settlement System Code.

### **Division 3**

#### **Business Practices of Distributors and Regulated Rate Suppliers**

##### **14.1 Equal treatment of Retailers**

**Policy: The City of Lethbridge The City of Lethbridge Term and Conditions do not discriminate against any Retailer or against Customers of any Retailer, and any changes to the City of Lethbridge Regulated Energy Services or the City of Lethbridge Term and Conditions that apply to those services, will be communicated to all Retailers at the same time and in the same manner to meet the requirements in accordance with the Regulation.**

## **Mechanisms**

1. All changes to the City of Lethbridge Regulated Energy Services or the City of Lethbridge Term and Conditions are posted on the City of Lethbridge website.
2. Retailers are notified by email about any changes to Regulated Energy Services or the Terms and Conditions relevant to Retailers within 7 working days of City Council approval. The City of Lethbridge Terms and Conditions in their entirety and parts of the Distribution bylaw are posted on the City of Lethbridge website within 7 days of City Council approval.

##### **15.1 Prohibitions**

**Policy: The City of Lethbridge will abide by the prohibitions contained in the Regulation.**

## **Mechanisms**

1. The City of Lethbridge does not provide links for or information about any Retailer. Requests regarding the services provided by all Retailers are directed to the UCA Helps website.
2. Referrals to the UCA Helps include web address and phone number for UCA helps.
3. Employees, officers, agents and contractors of the Electric Department and Utility Customer Care Department will be made aware of Regulation Section 15.0 prohibition through the Compliance Training described in Plan Section 3.0.

## **16.1 Information about retail energy services**

**Policy: When the City of Lethbridge receives a request for information about retail energy services it will refer Customers to a source where they may obtain a current list of Retailers that are licensed under the Fair Trading Act to engage in the marketing of electricity.**

### **Mechanisms**

1. Requests regarding the services provided by all Retailers are directed to the UCA Helps website.
2. Referrals to the UCA Helps website includes web address and phone number for UCA helps.
3. Employees, officers, agents and contractors of the Electric Utility Department and Utility Customer Care Department will be made aware of prohibition obligations under Section 15.0 through the Compliance Training described in Section 3.0.

## **Part 3**

### **Relationships Among Distributors, Regulated Rate Suppliers and Affiliated Providers**

#### **Division 1**

#### **Preventing Unfair Competitive Advantage**

## **17.1 Arrangements creating unfair competitive advantage prohibited**

**Policy: The City of Lethbridge will not make any arrangements that create an unfair competitive advantage.**

### **Mechanisms**

1. Subject to arrangements that are permitted under Section 17(6) of the regulation, the City of Lethbridge will not make any arrangements that create an unfair competitive advantage.
2. Employees, officers, agents and contractors of the Electric Utility Department and Utility Customer Care Department will be made aware of the requirements to prevent unfair Competitive Advantage through the Compliance Training described in Section 3.0.
3. In the event an arrangement of the type described in Section 17(6) of the Code of Conduct Regulation is not explicitly exempted as not creating an unfair competitive

advantage by Section 18 or Section 23 of the Regulation, the City of Lethbridge will promptly notify the Commission, in writing, of the existing arrangement and will request an opinion of the Commission as to whether the existing arrangement creates an unfair competitive advantage. In the event that the Commission determines that an existing arrangement does create a prohibited unfair competitive advantage, the City of Lethbridge will modify or terminate the arrangement in accordance with the directions of the Commission.

4. In the event an arrangement of the type described in Section 17(6) of the Regulation is not explicitly exempted as not creating an unfair competitive advantage by Section 18 or Section 23 of the Regulation, the City of Lethbridge will notify the Commission, in writing, of the proposed arrangement before such arrangement takes effect and will request an opinion of the Commission as to whether the proposed arrangement would create an unfair competitive advantage.

### **18.1 Information Sharing**

**Policy: The City of Lethbridge will ensure that its Customer Information is not disclosed or made available to any Retailer for the purposes of marketing or sales of Energy Services, except in accordance with the Regulation.**

#### **Mechanisms**

1. The City of Lethbridge does not disclose Customer Information without written consent of the Customer as per the Regulation. Request for information form is available on city website.
2. The City of Lethbridge has not and will not engage in any sales and marketing activities, nor will it otherwise work to promote or retain RRO Customers.

### **19.0 Retailer seeking Customer information**

**Policy:** Not applicable – the City of Lethbridge has not and will not engage in any sales of marketing activities, or otherwise work to grow or retain Customers on the Regulated Rate Tariff.

### **20.1 Acquisitions, research and dispositions**

**Policy: To prevent the creation of an unfair competitive advantage, the City of Lethbridge will allocate and record the economic benefits or costs attributable to each party for joint acquisitions, shared costs or expenses associated with research and development, or selling, leasing or disposing of jointly acquired property.**

## **Mechanisms**

1. Subject to arrangements permitted under Section 17(6) of the regulation all the City of Lethbridge transactions for joint acquisitions, shared costs or expenses associated with research and development, or selling, leasing or disposing of jointly acquired property are fairly and transparently recorded, as per The City of Lethbridge Policies.

### **21.1 Goods and services transactions to be at fair market value**

**Policy: All transactions involving the sale, lease, exchange, transfer or other disposition of goods or services of the City of Lethbridge will be recorded and priced as per applicable provincial standards.**

## **Mechanisms**

1. The City of Lethbridge sells, leases, exchanges, transfers or disposes of goods or services in accordance with The City of Lethbridge policy which follows the provincial legislated requirements including:
  - a. Freedom of Information and Protection of Privacy Act (FOIP)
  - b. Agreement on Internal Trade (AIT)
  - c. Trade, Investment, and Labour Mobility Agreement (TILMA)
  - d. New West Partnership Trade Agreement (NWPTA)
  - e. Public Sector Accounting Board (PSAB)

### **22.1 Financial transactions**

**Policy: The City of Lethbridge will not provide a loan, guarantee, security or other financial transaction on terms more favorable could be obtained in the open market to prevent the creation of an unfair competitive advantage.**

## **Mechanisms**

1. Other than arrangement permitted under Section 17(6), the City of Lethbridge will not provide a loan, guarantee, security or other financial transaction on terms more favorable could be obtained in the open market to prevent the creation of an unfair competitive advantage
2. Loans, guarantees, securities or other financial transactions provided by or to the City of Lethbridge must comply with the City of Lethbridge policy and applicable Provincial Legislation.

### **23.1 Entities carrying on more than one business**

**Policy: The City of Lethbridge will not make any internal arrangements that use information it obtains from one business that would create an unfair competitive advantage for another business. The City of Lethbridge will not incur or allocate economic costs or benefits that create an unfair competitive advantage.**

#### **Mechanisms**

1. Information that is not Customer Information shared between the Distributor and the RRO function is not used for sales or marketing purposes.
2. The City of Lethbridge has not and will not engage in any sales or marketing activities, nor will it otherwise work to promote or retain RRO Customers.
3. All City of Lethbridge's transactions for joint acquisitions, shared costs or expenses associated with research and development, or selling, leasing or disposing of jointly acquired property are fairly and transparently recorded, as per the City of Lethbridge policies.

### **24.1 Access to publicly available information**

**Policy: The City of Lethbridge will not restrict access to information available to the public in accordance with the Regulation.**

#### **Mechanisms**

1. Publicly available information is accessible by all Retailers either through the City website or by request.
2. In the event that the City of Lethbridge provides one Retailer with information of the kind described at Section 24 of the Code of Conduct Regulation the same information is simultaneously made available to other Retailers via email by the distribution manager.

## **Division 2 Records and Accounts**

### **25.1 Records and accounts**

**Policy: The City of Lethbridge will keep accounts in accordance with generally accepted accounting principles as defined by the Public Sector Accounting Board (PSAB), in sufficient detail to enable an audit to be conducted.**



## **Mechanisms**

1. City of Lethbridge accounts are maintained as per the Public Sector Accounting Board (PSAB), and in sufficient detail to allow for an audit to be conducted.

### **26.1 Written financial transactions**

**Policy: Every financial transaction related to The City of Lethbridge will be documented in writing to prevent the creation of any unfair competitive advantage.**

#### **Mechanisms**

1. As per PSAB standards all transactions are recorded at cost and are approved by Lethbridge City Council.

### **27.1 Records of transactions for goods and services**

**Policy: All transactions for goods and services The City of Lethbridge will be recorded in accordance with the Regulation.**

#### **Mechanisms**

1. All transactions for goods as services are completed and recorded as per City procurement standard, which are approved by Lethbridge City Council and meet provincial requirements.

### **28.1 Maintaining records**

**Policy: The City of Lethbridge will retain records, accounts, records of financial transactions, reports and plans as per Municipal Government Act.**

#### **Mechanisms**

1. The City of Lethbridge maintains records for a period of 10 years after which they are to be destroyed.
2. An Information Manager, reporting to the City Controller, is responsible for overseeing these records, records of financial transactions, reports and plans, and detail of the retention procedures.

**Part 4  
Compliance Requirements**

**Division 1  
Compliance Plans and Compliance Reports**

**29.1 Prohibition against providing retail energy services without approved Compliance Plan**

**Policy:** Before the City of Lethbridge begins to provide Retail Energy Services to Customers, The City of Lethbridge will prepare, file, receive approval of a Compliance Plan by the Commission and provide copies of the approved plan in accordance with the regulation.

**Mechanisms**

1. Not applicable - The City of Lethbridge does not provide Retail Energy Services to Customers.

**30.1 Compliance Plan Required**

**Policy:** The City of Lethbridge will develop compliance training material that will be used to train officers, employees, officers, agents and/or contractors, agents and contractors of the City of Lethbridge on the provisions of the Regulation, the Compliance Plan, and their duties and responsibilities. The material will include the following topics:

- Equal treatment of Customers;
- Protecting confidential Customer Information; and
- Equal treatment of Retailers.

**Mechanisms**

1. Employees, officers, agents and contractors of the Electric Utility Department and Utility Customer Care will be made aware of all Code of Conduct rules (including equal treatment of Customers; protecting confidential Customer Information; and equal treatment of Retailers) through the Code of Conduct training.
2. Code of Conduct and Compliance Plan information will be posted for all city employees, officers, agents and/or contractors on the City Intranet and reviewed for content annually by March 31 by a minimum of two (2) members of the City of Lethbridge Compliance Committee.

**31.0 Approval by Commission**

**N/A - Retained for Numbering Consistency**

### **32.1 Changes to Compliance Plan**

**Policy:** The City of Lethbridge will review and amend the Compliance Plan annually to reflect changes in circumstances and changes to the Regulation.

#### **Mechanisms**

1. The City of Lethbridge Compliance Plan Committee will review the Code of Conduct Compliance Plan annually.
2. If any changes in circumstances, Regulation or other deficiencies are identified, changes will be made and submitted to the AUC for approval with 60 days of the meeting.
3. The City of Lethbridge will notify employees, agents, officers and contractors of any amendments approved by the AUC within 30 days of the approval.

### **33.1 Quarterly and Annual Compliance Reports**

**Policy:** The City of Lethbridge will report within 30 days any non-compliance with the Regulation and the Compliance Plan and file annual reports in accordance with the Regulation and any applicable Commission rule.

#### **Mechanisms**

1. The Compliance Officer will prepare a Compliance Report each quarter describing any non-compliance in accordance with the Regulation, Compliance Plan and AUC Rule 030. The Compliance Officer will provide the reports to City Council for review.
2. The Compliance Officer will file a Compliance Report with the AUC for any instance of non-compliance with the Regulation or Compliance Plan within 30 days of becoming aware of the incident.
3. Within 90 days after the end of each calendar year, the Compliance Officer will file an Annual Compliance Report with the AUC which has been approved by City Council.

### **34.1 Information about complaints**

**Policy:** The City of Lethbridge will provide information to the public that complaints about contraventions of the Regulation or the Compliance Plan may be made to the Commission or the Market Surveillance Administrator.

#### **Mechanisms**

1. The City of Lethbridge will follow the process outlined below for voluntary resolution of complaints about non-compliance with the Code of Conduct Regulation. The City of Lethbridge will post on the city website:

- How to contact the City of Lethbridge
  - Acknowledge all disputes, complaints or inquiries within 5 working days of its receipt.
  - Respond to the dispute, complaint or inquiry within 21 working days.
  - A final resolution of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances, and in any event within 60 days of the receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.
2. The City of Lethbridge City of Lethbridge will ensure the following notice is available to all Customers on its website:

*Complaints about contraventions of the Code of Conduct Regulation may be made to the Alberta Utilities Commission or the Market Surveillance Administrator. 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 City of Lethbridge and any regulated rate supplier or affiliated provider.*

## **Division 2 Varying Arrangements**

### **37.0 Alternative compliance arrangements N/A**

**- Retained for numbering consistency**

### **38.0 Emergency exceptions**

**Policy: Any action taken by the City of Lethbridge in response to an emergency that threatens public safety, the safety of officers, employees, agents and/or contractors, the physical integrity of their facilities or system reliability does not contravene the Regulation or the Compliance Plan.**

#### **Mechanisms**

The City of Lethbridge will report emergency situations that fall under Section 38 of the Code of Conduct Regulation and the Compliance Plan to the Commission within 30 days of such an emergency occurring and to the Compliance Committee at the first quarterly meeting following such an emergency occurring. All such emergency situations will be reported to and recorded by the Compliance Officer.

**Division 3  
Compliance Audit**

**39.0 Appointment of auditor**

**Retained for numbering consistency**

**40.1 Audit**

**Policy: The City of Lethbridge will give the auditor access to any information required to conduct the audit and will reimburse the Commission for the auditor's costs and expenses in accordance with AUC Rule 030.**

**Mechanisms**

1. The auditor may request, with reasonable notice, information directly applicable to the RRO and electric distribution business.

**41.0 Audit report**

**Retained for numbering consistency**

**Division 4  
Investigations**

**42.0 Referral of matters to MSA**

**Retained for numbering consistency**

**43.0 Notice to Commission of MSA investigations**

**Retained for numbering consistency**

**44.0 Information sharing between Commission and MSA**

**Retained for numbering consistency**

**Part 5**  
**Transition Provisions, Repeal and Coming into Force**

**45.0 Approvals under Code of Conduct Regulation (AR 160/2003)**

**Policy:** The City of Lethbridge will continue to comply with the Compliance Plan filed with and any approvals for exemptions given by the Market Surveillance Administrator that was in effect under *Code of Conduct Regulation (AR 160/2003)* until this Compliance Plan is approved by the Commission.

**46.0 Approvals under Code of Conduct Regulation (AR 183/2003)**

**Policy:** The City of Lethbridge will continue to comply with the Compliance Plan filed with and any approvals for exemptions given by the Commission that was in effect under *Code of Conduct Regulation (AR 183/2003)* until this Compliance Plan is approved by the Commission.

**47.0 Consents continued**

**Retained for numbering consistency**

**48.0 Market Surveillance and Commission duties**

**Retained for numbering consistency**

**49.0 Repeal**

**Retained for numbering consistency**

**50.0 Expiry**

**Retained for numbering consistency**

**51.0 Coming into force**

**Policy:** The Compliance Plan will be effective on the date it is approved by the AUC and remains effective until amended or revoked.