



FORTISALBERTA INC.
INTER-AFFILIATE CODE OF CONDUCT
COMPLIANCE PLAN
August, 2009

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1 PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN

The purpose of this plan is to detail the measures, policies, procedures and monitoring mechanisms that FortisAlberta will employ to ensure its full compliance with the provisions of the Code by FortisAlberta, its directors, officers, employees, consultants, contractors and agents, and by Affiliates of FortisAlberta with respect to the interactions of the Affiliates with FortisAlberta.

This Compliance Plan describes certain obligations and responsibilities of specified FortisAlberta management personnel. Notwithstanding this, and without otherwise reducing or eliminating the obligation and responsibility of the specified FortisAlberta 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 FortisAlberta management to other FortisAlberta personnel.

Questions or comments concerning the Compliance Plan should be directed to the FortisAlberta Compliance Officer:

Bob Fink
Phone: (403) 514-4083
Fax: (403) 514-5083
Email: bob.fink@fortisalberta.com

These or other questions or comments may also be directed to the AUC:

AUC, Audit and Compliance Group
Phone: (403) 592-8845
Email: UtilitiesConcerns@auc.ab.ca

Copies of the Code and this Compliance Plan are available at www.fortisalberta.com. The numbering used in this Compliance Plan is consistent with the numbering used in the Code.

2 GENERAL PROVISIONS

2.1 Definitions

In this Compliance Plan the following words and phrases shall have the following meanings:

- a) “**ABCA**” means the *Business Corporations Act*, R.S.A.2000 c. B-9.
- b) “**Affiliate**” means with respect to FortisAlberta:
 - 1) an “affiliate” as defined in the ABCA;

- 2) a unit or division within FortisAlberta or any Body Corporate referred to in clause (b)(1) above;
 - 3) a partnership, joint venture, or Person in which FortisAlberta or any Body Corporate referred to in clause (b)(1) above has a controlling interest or that is otherwise subject to the control of FortisAlberta or such Body Corporate;
 - 4) any partnership, joint venture, or Person deemed by the AUC to be an affiliate of FortisAlberta for the purposes of the Code; and
 - 5) an agent or other Person acting on behalf of any Body Corporate, operating division, partnership, joint venture or Person referred to in clauses (b)(i) to (iv) above.
- c) **“Affiliated Party Transactions Summary”** unless otherwise directed by the AUC, means in respect of any period of time, a summary overview of each type of business transaction or service, other than Major Transactions or Utility Services, performed by an Affiliate for FortisAlberta or by FortisAlberta for an Affiliate, which summary shall contain a general description of the transactions and services, the parties involved and the approximate aggregate value of each type of transaction or service during the said period.
- d) **“AUC”** means the Alberta Utilities Commission.
- e) **“Body Corporate”** means a “body corporate” as defined in the ABCA.
- f) **“Code”** means the FortisAlberta Inter-Affiliate Code of Conduct.
- g) **“Compliance Officer”** shall have the meaning ascribed thereto in Section 7.3 of the Code.
- h) **“Compliance Plan”** shall mean the document to be prepared and updated by FortisAlberta pursuant to Section 7.5 of the Code.
- i) **“Compliance Plan Committee”** shall mean a committee which shall meet at least quarterly, comprised of at least the following:
- President & CEO
 - Vice President, Regulatory & Legal
 - Controller & Treasurer
 - Director Human Resources
 - Director, Regulatory Affairs
 - Compliance Officer
- j) **“Compliance Report”** shall have the meaning ascribed thereto in Section 7.6 of the Code. Quarterly, FortisAlberta will provide an exception report or a more detailed report, if there is a matter that ought to be brought to the attention of the AUC.

- k) **“Compliance Training Material”** means the material developed by the Compliance Officer prior to the end of each calendar year which will be used to ensure that all directors, officers, employees, consultants, contractors and agents of FortisAlberta are familiar with the provisions of the Code, and this Plan. At a minimum, the material will include instructions on:
- impartial application of the FortisAlberta tariff
 - equal access to Utility Services
 - avoiding undue influence of customers with respect to Affiliates
 - ensuring Affiliate compliance with the Code
 - appropriate use of the FortisAlberta name, logo, or other distinguishing characteristics
 - confidentiality of Utility information
 - treatment of Confidential Information related to customers
 - process for forwarding disputes, complaints or inquiries to the Compliance Officer
- l) **“Confidential Information”** means any information relating to a specific customer or potential customer of FortisAlberta, which information FortisAlberta has obtained or compiled in the process of providing current or prospective Utility Services and which is not otherwise available to the public.
- m) **“Corporate Governance Group”** means those directors, officers, and employees who have responsibility for corporate governance, policy, and strategic direction for both Utility and Non-Utility businesses within FortisAlberta.
- n) **“Cost Recovery Basis”** with respect to:
- 1) the use by one Affiliate of another Affiliate’s personnel, means the fully burdened costs of such personnel for the time period they are used by the Affiliate, including salary, benefits, vacation, materials, disbursements and all applicable overheads;
 - 2) the use by one Affiliate of another Affiliate’s equipment, means an allocated share of capital and operating costs appropriate for the time period utilized by the Affiliate;
 - 3) the use by FortisAlberta of an Affiliate’s services, means the complete costs of providing the service, determined in a manner acceptable to FortisAlberta, acting prudently;
 - 4) the use by an Affiliate of FortisAlberta’s services, means the complete costs of providing the service, determined in a manner acceptable to FortisAlberta, acting prudently; and
 - 5) the transfer of equipment, plant inventory, spare parts or similar assets between Utilities, means the net book value of the transferred assets.

- o) **“Fair Market Value”** means the price reached in an open and unrestricted market between informed and prudent parties, acting at arms length and under no compulsion to act.
- p) **“For Profit Affiliate Service”** means any service, provided on a for-profit basis:
 - 1) by FortisAlberta to a Non-Utility Affiliate, other than a Utility Service; or
 - 2) by a Non-Utility Affiliate to FortisAlberta.
- q) **“FortisAlberta”** means FortisAlberta Inc.
- r) **“FortisAlberta Affiliates”** means any entity to which the Code applies pursuant to Section 2.3 of the Code.
- s) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by FortisAlberta relating to FortisAlberta customers or FortisAlberta operations.
- t) **“Major Transaction”** means a transaction or series of related transactions within a calendar year between FortisAlberta and an Affiliate relating to the sale or purchase of an asset(s) or to the provision of a service or a similar group of services, other than Utility Services, which has an aggregate value within that calendar year of \$500,000 or more.
- u) **“Non-Utility Affiliate”** means an Affiliate that is not a Utility.
- v) **“Occasional Services”** shall have the meaning ascribed thereto in Section 3.3.6 of the code.
- w) **“Operational Efficiencies”** means the use of common facilities (such as shared warehousing or field offices), combined purchasing power or the use of other cost saving procedures, individual assets or groups of assets used in Utility operations (such as equipment, plant inventory, spare parts or similar assets).
- x) **“Person”** means a “person” as defined in the ABCA.
- y) **“Services Agreement”** means an agreement entered into between FortisAlberta and one or more Affiliates for the provision of Shared Services or For Profit Affiliate Services and shall provide for the following matters as appropriate in the circumstances:
 - 1) the type, quantity and quality of service;
 - 2) pricing, allocation or cost recovery provisions;
 - 3) confidentiality arrangements;
 - 4) the apportionment of risk;

- 5) dispute resolution provisions; and
- 6) a representation by FortisAlberta and each Affiliate party to the agreement that the agreement complies with the Code.
- z) **“Shared Service”** means any service, other than a Utility Service or a For Profit Affiliate Service, provided on a Cost Recovery Basis by FortisAlberta to an Affiliate or by an Affiliate to FortisAlberta.
- aa) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2(4) of the ABCA.
- bb) **“Utility”** means any Body Corporate or any unit or division thereof, that provides a Utility Service and falls within the definition of:
 - 1) “electric utility” under the *Electric Utilities Act*, S.A. 2003, c. E-5.1;
 - 2) “gas utility” under the *Gas Utilities Act*, R.S.A. 2000, c. G-5; or
 - 3) “public utility” under the *Public Utilities Board Act*, R.S.A. 2000, c. P-45.
- cc) **“Utility Service”** means a service, the terms and conditions of which are regulated by the AUC, and includes services for which an individual rate, joint rate, toll, fare, charge or schedule of them, have been approved by the AUC.

2.2 Interpretation

Headings are for convenience only and shall not affect the interpretation of this Plan. Words importing the singular include the plural and vice versa. A reference to a statute, document or a provision of a document includes an amendment or supplement to, or a replacement of, that statute, document or that provision of that document.

2.3 To Whom this Plan Applies

All directors, officers, employees, consultants, contractors and agents of FortisAlberta are obligated to comply with this Plan and all directors, officers, employees, consultants, contractors and agents of Affiliates of FortisAlberta are obligated to comply with this Plan to the extent that they interact with FortisAlberta.

2.4 Coming into Force

This Plan comes into force on approval by the AUC.

2.5 Amendments to this Plan

This Plan may be reviewed and amended from time to time by the AUC on its own initiative, or pursuant to a request by any party to whom this Plan applies or by any interested party.

2.6 Retained for Numbering Consistency

2.7 Authority of the AUC

Upon approval of this Plan by the AUC, such approval does not detract from, reduce or modify in any way, the powers of the AUC to deny, vary, approve with conditions, or overturn, the terms of any transaction or arrangement between FortisAlberta and one or more Affiliates that may be done in compliance with the Plan. Compliance with this Plan does not eliminate the requirement for specific AUC approvals or filings where required by statute or by AUC decisions, orders or directions.

3 GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES

3.1 Governance

3.1.1 Separate Operations

Policy: FortisAlberta business and affairs will be managed separately from the business and affairs of its Non-Utility Affiliates, except as required to fulfill corporate governance, policy, and strategic direction responsibilities of a corporate group of businesses as a whole.

Compliance Measures

1. The FortisAlberta Compliance Officer will maintain an up-to-date list of the Corporate Governance Group.
2. On an annual basis, the Compliance Officer will provide a formal education session to the Corporate Governance Group. Within 90 days of the end of the previous calendar year, the Corporate Secretary of FortisAlberta will seek and obtain written acknowledgement from all individuals identified as the Corporate Governance Group that they have received the Compliance Training Material, that they are familiar with the requirements of the Code and the Plan, and that (i) as an officer or a member of the FortisAlberta management team, they do not manage the business and affairs of any Non-Utility Affiliate of FortisAlberta, except as required to fulfill corporate governance, policy, and strategic direction responsibilities of the Fortis Inc. group of businesses, or (ii) as a director of FortisAlberta, they do not they do not manage the business and affairs of FortisAlberta except as required in their capacity as a director of FortisAlberta to fulfill corporate governance, policy, and strategic direction responsibilities of FortisAlberta. This acknowledgement will also confirm that the individuals identified as the Corporate Governance Group are familiar with the provisions of the Code (including Section 3.1.5) and the Plan, and have acted in a manner that preserves the form, and the spirit and intent of the Code, and this Plan.

3. The Compliance Plan Committee will review the above acknowledgement within 120 days of the end of the previous calendar year. The minutes of the meeting at which the acknowledgement is reviewed will reflect the results of the review.
4. If any instances of non-compliance with this policy are identified by the Compliance Plan Committee, they will be treated as an inquiry under the Code (see Section 8).

3.1.2 Retained for Numbering Consistency

3.1.3 Separate Management

Policy: FortisAlberta will have a separate management team and separate officers from its Non-Utility Affiliates, but may share management team members or officers with other Affiliated Utilities.

Compliance Measures

1. Prior to amending the make-up of the FortisAlberta management team, or changing the FortisAlberta officers, the President & CEO of FortisAlberta will provide a notice in writing to the FortisAlberta Compliance Officer. If the Compliance Officer does not identify a concern with adherence to this policy within five working days of receiving the notice, the CEO may proceed with the change. If the Compliance Officer does identify a potential concern with adherence to this policy, he will advise the CEO within five working days, and initiate an inquiry under the Code (Section 8).
2. The FortisAlberta Compliance Officer will maintain an up-to-date list of FortisAlberta management team members and officers.
3. At each meeting of the Compliance Plan Committee, the list of FortisAlberta management team members and officers will be compared to the current management team members and officers of FortisAlberta's Non-Utility Affiliates, and the minutes of the meeting will reflect the outcome of this comparison.
4. Any conflicts with this policy identified as a result of this review will be treated as an inquiry under the Code (Section 8).

3.1.4 Retained for Numbering Consistency

3.1.5 Guiding Principle

Policy: No individual shall act as a director, officer, or member of a management team of FortisAlberta and as a director, officer or member of a management team of an Affiliate of FortisAlberta unless the

individual is able to carry out his/her responsibilities in a manner that preserves the form, spirit and intent, of the Code and this Plan.

Compliance Measures

1. The Compliance Officer will maintain an up-to-date list of directors, officers, or members of the management team of FortisAlberta who act as directors, officers, or members of the management team of an Affiliate of FortisAlberta.
2. All such directors, officers, or members of the management team of FortisAlberta who also act as directors, officers, or members of the management team of an Affiliate of FortisAlberta will, on commencement of such dual responsibilities, provide a signed certificate to the Compliance Officer that stipulates that he/she is aware of the provisions of the Section 3.1.5 of the Code, and that he/she will carry out his/her responsibilities in manner which will preserve the form, and the spirit and intent of the Code.
3. Within 90 days of the end of each calendar year, all such directors, officers, or members of the management team of FortisAlberta who also act as directors, officers, or members of the management team of an Affiliate of FortisAlberta will provide a signed certificate to the Compliance Officer that stipulates that he/she carried his/her responsibilities in a manner that preserved the form, and the spirit and the intent of the Code.
4. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate that does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.2 Degree of Separation

3.2.1 Accounting Separation

Policy: FortisAlberta shall maintain separate financial records and books of accounts from all Affiliates.

Compliance Measures

1. The Controller will ensure the accounts and records of FortisAlberta are kept separate from the accounts and records of all Affiliates.
2. The Controller will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the accounting separation from all Affiliates and the maintenance of separate financial records and books of accounts, to the Compliance Officer within 30 days of the end of the previous calendar year.

3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate, which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.2.2 Physical Separation

Policy: FortisAlberta shall be located in separate buildings, or shall otherwise be physically separated from all Non-Utility Affiliates through the use of appropriate security-controlled access.

Compliance Measures

1. In situations where FortisAlberta is located in the same building as a Non-Utility Affiliate, FortisAlberta will institute appropriate security controlled access, through the use of receptionists, keyed locks, or card-key access.
2. The Compliance Officer will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the physical separation of FortisAlberta from all Non-Utility Affiliates within 30 days of the end of each calendar year.
3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate, which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.2.3 Separation of Information Services

Policy: Where FortisAlberta shares Information Services with an Affiliate all Confidential Information will be protected from unauthorized access by the Affiliate.

Compliance Measures

1. Approval to share Information Services with an Affiliate of FortisAlberta may only be provided in writing by the Vice President, Information Technology and Chief Information Officer of, FortisAlberta. A copy of each approval so issued will be provided to the Compliance Officer who will maintain a record of the above approvals.
2. The Vice President, Information Technology and Chief Information Officer of FortisAlberta will ensure that appropriate data management and data access protocols as well as contractual provisions regarding the breach of any access protocols are in place before approving the sharing of Information Services with an Affiliate of FortisAlberta.

3. The Vice President, Information Technology and Chief Information Officer of FortisAlberta will provide a signed certificate in the form attached as Schedule “B” to this plan attesting to the protection from unauthorized access by Affiliates to shared Information Services, to the Compliance Officer within 30 days of the end of the previous calendar year.
4. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 3 above, or the provision of a certificate, which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).
5. The Compliance Officer will review the access control lists for all Information Services shared with an Affiliate of FortisAlberta and will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting that he has reviewed all Information Services shared with an Affiliate of FortisAlberta and that all access by Affiliates of FortisAlberta to Information Services is in accordance with Section 3.2.3 of the Code.
6. Any failure to provide a certificate as described in paragraph 5 above, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.2.4 Financial Transactions with Affiliates

Policy: Any loan, investment, or other financial support provided by FortisAlberta to a Non-Utility Affiliate is to be provided on terms no more favorable than what that Non-Utility would be able to obtain as a stand-alone entity from the capital markets.

Compliance Measures

1. The Controller of FortisAlberta will review all loans, investments, or other financial support provided to a Non-Utility Affiliate to ensure compliance with Section 3.2.4 of the Code and Plan.
2. The Controller will provide a signed certificate in the form attached to this Plan as Schedule “B” attesting that any loans, investments, or other financial support provided to a Non-Utility Affiliate have been provided on terms no more favourable than what the Non-Utility Affiliate would be able to obtain as a stand-alone entity. The certificate will be provided to the Compliance Officer within 90 days of the end of the previous calendar year.
3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate, which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.3 Resource Sharing

3.3.1 Sharing of Employees

Policy: FortisAlberta will share employees with Affiliates on a Cost Recovery Basis if the conditions described in Section 3.3.1 of the Code are met.

Compliance Measures

1. FortisAlberta employees may not be shared with an Affiliate without the written permission of the appropriate Vice President of FortisAlberta, who will provide the signed permission to the FortisAlberta Director Human Resources.
2. The FortisAlberta Director Human Resources will retain the written permission on file, and provide a quarterly report to the Compliance Officer on all instances of sharing FortisAlberta employees with Affiliates which have occurred, or continued during the reporting period. The report will identify if the required Vice President approval was in place before the sharing took place.
3. The Compliance Plan Committee will review the report on sharing FortisAlberta employees on a quarterly basis. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the manner in which employees are shared with Affiliates.
4. Any recommendations by the Compliance Plan Committee for changes to the manner in which employees are shared with Affiliates will be treated as an inquiry under the Code (see Section 8). Any instances of employees being shared with Affiliates without the signed permission of the appropriate Vice President will be treated as an inquiry under the Code (see Section 8).

3.3.2 Transferring of Employees

Policy: Where an employee is being transferred from FortisAlberta to an Affiliate, the appropriate Vice President will identify whether or not the employee had access to Confidential Information, and if it is determined that the employee did have such access, the Vice President will obtain the necessary confidentiality agreement prior to the transfer of employee.

Compliance Measures

1. The appropriate FortisAlberta Vice President will review all transfers of employees from his/her responsibility to an Affiliate, and identify if the employee had access to Confidential Information while employed with FortisAlberta. If the employee did have access to Confidential Information, the Vice President will

obtain the necessary signed confidentiality agreement prior to the transfer of the employee, and will provide the signed agreement to the FortisAlberta Director Human Resources.

2. The FortisAlberta Director Human Resources will retain the confidentiality agreement on file, and provide a quarterly report to the Compliance Officer on all instances of FortisAlberta employees transferring to Affiliates which have occurred during the reporting period, indicating whether the required signed confidentiality agreement was in place before the transfer took place.
3. The Compliance Plan Committee will review the report on transferring FortisAlberta employees on a quarterly basis. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the manner in which employees are transferred to Affiliates.
4. Any recommendations by the Compliance Plan Committee for changes to the manner in which employees transfer to Affiliates will be treated as an inquiry under the Code (see Section 8). Any instances of employees with access to Confidential Information being transferred to an Affiliate in the absence of a signed confidentiality agreement will be treated as an inquiry under the Code (see Section 8).

3.3.3 Sharing of Assets

Policy: The plant, assets and equipment of FortisAlberta shall be separated in ownership and separated physically from the plant, assets and equipment of other Non-Utility Affiliates. Utility Affiliates may share ownership and may physically share office space, equipment, rights-of-way and other assets on a Cost Recovery Basis.

Compliance Measures

1. The Controller of FortisAlberta will maintain an inventory of all plant, assets and equipment shared with Affiliates.
2. The Controller will ensure that no plant, assets and equipment are shared with Non-Utility Affiliates.
3. Within the first 90 days of the end of each calendar year, the Controller will provide an annual report to the Compliance Officer of all plant, assets and equipment shared with Utility Affiliates, identifying that methods used to ensure that such sharing is done on a Cost Recovery Basis, the percentage of costs borne by each party and that these percentages were appropriate.
4. The Compliance Plan Committee will review the above report within 120 days of the end of the previous calendar year. The minutes of the meeting at which the

report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that plant, assets and equipment are shared with Utility Affiliates on a Cost Recovery Basis.

5. Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that plant, assets and equipment are shared with Utility Affiliates on a Cost Recovery Basis will be treated as an inquiry under the Code (see Section 8).

3.3.4 Shared Services Permitted

Policy: FortisAlberta may obtain Shared Services from, or provide Shared Services to, an Affiliate where it is prudent to do so, provided that each of FortisAlberta and the Affiliates bear its proportionate share of costs.

Compliance Measures

1. The Compliance Officer will maintain an inventory of all Shared Services obtained from, or provided to an Affiliate.
2. A Services Agreement will document all new or revised Shared Services.
3. Prior to receiving a Shared Service, the Services Agreement, and a business case identifying that it is prudent to obtain the Shared Services will be prepared by the appropriate FortisAlberta employee and presented to the Compliance Plan Committee for review and approval.
4. Prior to providing a Shared Service, the Services Agreement will be prepared by the appropriate FortisAlberta employee and presented to the Compliance Plan Committee for review and approval.
5. At the first meeting of the Compliance Plan Committee following the anniversary date of each Shared Service Services Agreement between FortisAlberta and an Affiliate, the Shared Service will be reviewed. The results of the review will be reflected in the minutes of the meeting. Any Shared Service Services Agreements which no longer meet the test of continued prudence, will be revised or terminated in accordance with the terms of the Services Agreement.

3.3.5 Retained for Numbering Consistency

3.3.6 Occasional Services Permitted

Policy: FortisAlberta may receive, or provide, one-off, infrequent, or Occasional Services to, or from, an Affiliate on a Cost Recovery Basis, documented by way of a work order, purchase order, or similar

instrument, where the Occasional Services are not material as to value, frequency, or use of resources.

Compliance Measures

1. The Compliance Officer will ensure that all Occasional Services provided to, or received by an Affiliate are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order, or similar instrument.
2. Within 90 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of Occasional Services provided by FortisAlberta to an Affiliate and vice versa, indicating whether the services have been provided on a Cost Recovery Basis, have been properly documented, and remain non-material, required by Section (k) of the Compliance Report, to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the above report within 120 days of the end of the previous calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services.
4. Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services, will be treated as an inquiry under the Code (see Section 8).

3.3.7 Emergency Services Permitted

Policy: In the event of an emergency, FortisAlberta may receive, or provide, services and resources to, or from, an Affiliate on a Cost Recovery Basis.

Compliance Measures

1. The Compliance Officer will ensure that all emergency services and resources provided to, or received by an Affiliate in the event of an emergency are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order or similar instrument.
2. Within 90 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of Emergency Services provided by FortisAlberta to an Affiliate and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (l) of the Compliance Report, to the Compliance Plan Committee.

3. The Compliance Plan Committee will review the above report within 120 days of the end of the previous calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services.
4. Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services, will be treated as an inquiry under the Code (see Section 8).

4 TRANSFER PRICING

4.1 For Profit Affiliate Services

Policy: FortisAlberta may, when it determines it is prudent to do so in operating its Utility business, obtain or provide For Profit Affiliate Services to an Affiliate, subject to the provisions of Sections 4.2 and 4.3 of the Code.

Compliance Measures

1. The Compliance Officer will maintain an inventory of all For Profit Affiliate Services obtained from, or provided to an Affiliate. On a quarterly basis, the Compliance Officer will prepare a report describing all For Profit Affiliate Services obtained from, or provided to an Affiliate and will maintain a record of the above reports.
2. A Services Agreement, duly executed by FortisAlberta employees with the appropriate signing authority, will document all existing, new or revised For Profit Affiliate Services.
3. Prior to implementing a new or revised For Profit Affiliate Service to receive services from an Affiliate, the Services Agreement, and a business case identifying that it is prudent to obtain the For Profit Affiliate Service, will be reviewed and approved by the Compliance Plan Committee. The business case must contain adequate evidence (on a net present value basis appropriate to the life cycle or operating cycle of the services involved) to conclude that the decision to out-source is the lowest cost option for customers, and that the For Profit Affiliate Services have been acquired at a price which is no more than Fair Market Value. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.
4. Prior to implementing a new or revised For Profit Affiliate Service to provide services to an Affiliate, the Services Agreement, and a description of the process used to determine that the For Profit Affiliate Service is to be provided at a price which is no less than Fair Market Value, will be reviewed and approved by the

Compliance Plan Committee. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.

5. At the first meeting of the Compliance Plan Committee following the anniversary date of each For Profit Affiliate Service Services Agreement between FortisAlberta and an Affiliate, the For Profit Affiliate Service will be reviewed. The results of the review will be reflected in the minutes of the meeting. Any For Profit Affiliate Service which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the Service Agreement.
6. Failure to provide a report described in item 1 above will be treated as an inquiry under the Code (see Section 8).

4.2 Pricing For Profit Affiliate Services

4.2.1 Retained for Numbering Consistency

4.2.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

Policy: Assets transferred, mortgaged, leased or otherwise disposed of by FortisAlberta to an Affiliate or by an Affiliate to FortisAlberta will be at Fair Market Value, subject to the provisions of Section 4.6 of the Code.

Compliance Measures

1. The Controller of FortisAlberta will approve any asset transfers, mortgages, leases, or other dispositions by FortisAlberta to an Affiliate, or by an Affiliate to FortisAlberta, and will ensure that such asset transfers are at Fair Market Value, subject to the provisions of Section 4.6 of the Code.
2. Within 90 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any asset transfers between FortisAlberta and Affiliates. The report will describe the manner in which the asset transfers were determined to be at Fair Market Value, subject to the provisions of Section 4.6 of the Code.
3. Within 120 days of the end of the calendar year, the Compliance Plan Committee will review the above report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers are at Fair Market Value, subject to the provisions of Section 4.6 of the Code.

4. Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers between FortisAlberta and Affiliates are priced at Fair Market Value, subject to the provisions of Section 4.6 of the Code, will be treated as an inquiry under the Code (see Section 8).

4.5 Retained for Numbering Consistency

4.6 Asset Transfers Between Utilities for Operational Efficiencies

Policy: FortisAlberta may obtain Operational Efficiencies through the use of common facilities, combined purchasing power or other cost saving procedures by transferring individual assets or groups of assets used in Utility operations between FortisAlberta and Utility Affiliates on a Cost Recovery Basis.

Compliance Measures

1. The appropriate Vice President will approve asset transfers for Operational Efficiencies. The Controller will ensure that the transfer of individual assets or groups of assets used in Utility operations between FortisAlberta and Utility Affiliates will be done on a Cost Recovery Basis.
2. Within 90 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any arrangements for obtaining Operational Efficiencies between FortisAlberta and Utility Affiliates. The report will describe the manner in which the asset transfers were determined to be on a Cost Recovery Basis.
3. Within 120 days of the end of the calendar year, the Compliance Plan Committee will review the above report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers are on a Cost Recovery Basis.
4. Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers between FortisAlberta and Affiliates are valued on a Cost Recovery Basis, or failure to approve the above report will be treated as an inquiry under the Code (see Section 8).

5 EQUAL TREATMENT WITH RESPECT TO UTILITY SERVICES

5.1 Impartial Application of Tariff

Policy: FortisAlberta shall apply and enforce all tariff provisions relating to Utility Services impartially, in the same timeframe, and without preference in relation to its Affiliates and all other customers or prospective customers.

See the Compliance Measures in Section 7.2 of this Plan.

5.2 Equal Access

Policy: FortisAlberta shall not favor any Affiliate with respect to access to information concerning Utility Services or with respect to the obtaining of, or the scheduling of, Utility Services. Requests by an Affiliate or an Affiliate's customers for access to Utility Services shall be processed and provided in the same manner as would be processed or provided for other customers or prospective customers of FortisAlberta.

See the Compliance Measures in Section 7.2 of this Plan.

5.3 No Undue Influence

Policy: FortisAlberta shall not condition or otherwise tie the receipt of Utility Services to a requirement that a customer must also deal with an Affiliate. FortisAlberta shall ensure that its employees do not, explicitly or by implication, suggest that an advantage will accrue to a customer in dealing with FortisAlberta if the customer also deals with an Affiliate of FortisAlberta.

See the Compliance Measures in Section 7.2 of this Plan.

5.4 Affiliate Activities

Policy: FortisAlberta shall take reasonable steps to ensure that an Affiliate does not imply in its marketing material or otherwise, favored treatment or preferential access to Utility Services.

See the Compliance Measures in Section 7.2 of this Plan.

5.5 Name and Logo

Policy: FortisAlberta shall take reasonable steps to ensure that an Affiliate does not use FortisAlberta's name, logo or other distinguishing characteristics in a manner that would mislead consumers as to the distinction or a lack of distinction between FortisAlberta and the Affiliate.

See the Compliance Measures in Section 7.2 of this Plan.

5.6 Retained for Numbering Consistency

6 CONFIDENTIALITY OF INFORMATION

6.1 Utility Information

Policy: Subject to Section 6.2 of the Code, FortisAlberta shall not provide Non-Utility Affiliates with information relating to the planning, operations, finances or strategy of FortisAlberta or of an Affiliated Utility before such information is publicly available.

See the Compliance Measures in Section 7.2 of this Plan.

6.2 Management Exception

Policy: Officers of FortisAlberta who are also officers of an Affiliate as permitted pursuant to Section 3.1.3 of the Code may disclose, subject to the provisions of Section 3.1.5 of the Code, FortisAlberta planning, operational, financial and strategic information to the Affiliate to fulfill their responsibilities with respect to corporate governance, policy and strategic direction of an affiliated group of businesses, but only to the extent necessary and not for any other purpose.

See the Compliance Measures in Section 3.1 of this Plan.

6.3 No Release of Confidential Information

Policy: FortisAlberta shall not release to an Affiliate, Confidential Information relating to a customer or prospective customer, without receiving the prior written consent of the customer or prospective customer, unless such Confidential Information may be disclosed in connection with an inquiry described in Section 6.3 of the Code. Confidential Information to be disclosed in connection with an inquiry described in Section 6.3 of the Code must be approved by the Compliance Officer prior to being released.

Compliance Measures

1. Approval will be obtained from a customer, or prospective customer, in writing, indicating their consent to share Confidential Information relating to the customer or prospective customer with an Affiliate of FortisAlberta before the information is shared, unless such Confidential Information may be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code.
2. Written consent received from a customer or prospective customer will be provided by management to the Compliance Officer, who will verify that the

information has not yet been shared and will maintain the consent documentation on file as a record of the approval. Management can then release the information.

3. If Confidential Information is to be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code, the Compliance Officer will verify the circumstances and, if appropriate, will provide an authorization in writing prior to the information being released.
4. Management of FortisAlberta will provide a signed certificate in the form attached as Schedule “B” to this plan attesting that they have not released Confidential Information related to a customer or prospective customer without receiving the prior written consent of the customer or prospective customer, to the Compliance Officer within 30 days of the end of the previous calendar year.
5. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 4 above, or the provision of a certificate, which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

6.4 Aggregated Confidential Information

Policy: FortisAlberta may disclose Confidential Information when aggregated with the Confidential Information of other customers in such a manner that an individual customer’s Confidential Information can not be identified, provided that FortisAlberta shall not disclose such aggregated customer information to an Affiliate prior to making such information publicly available.

Compliance Measures

1. If management of FortisAlberta proposes to disclose aggregated Confidential Information to an Affiliate, the Compliance Officer will verify the aggregated information and, if appropriate, will provide an authorization in writing prior to the information being released. Management can then release the information.
2. The Compliance Officer will verify that the information has not been released to an Affiliate before being released to the public and will maintain a record of the approval on file.
3. Management of FortisAlberta will provide a signed certificate in the form attached as Schedule “B” to this plan attesting that they have not released aggregated Confidential Information to an Affiliate prior to making such information publicly available, to the Compliance Officer within 30 days of the end of the previous calendar year.

4. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 3 above, or the provision of a certificate, which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

7 COMPLIANCE MEASURES

7.1 Responsibility for Compliance

Policy: FortisAlberta shall be responsible for ensuring compliance with the Code on the part of its directors, employees, consultants, contractors, and agents, and by Affiliates of FortisAlberta.

See the Compliance Measures in Section 7.2 of this Plan.

7.2 Communication of Code and Compliance Plan

Policy: FortisAlberta will communicate the contents of the Code and the Compliance Plan, and any modifications to it from time to time, to each of its directors, officers, employees, consultants, contractors, agents and Affiliates, and make the Code and the Compliance Plan available on FortisAlberta's website.

Compliance Measures

1. Each director, officer, employee, consultant, contractor, agent and Affiliate of FortisAlberta will receive a copy of the Code on commencement of their relationship with FortisAlberta.
2. See the Compliance measures in Section 3.1.1 for the record keeping which will exist for the Corporate Governance Group.
3. For FortisAlberta employees (not included in the Corporate Governance Group), a signed acknowledgement that the employee has received, and is familiar with, the Code and this Compliance Plan will be obtained on the commencement of employment with FortisAlberta. The acknowledgement will be kept in the Human resources personnel file.
4. For FortisAlberta consultants, contractors, and agents, a responsible employee of FortisAlberta will review the work assignment of the consultant, contractor, or agent to determine if the work assignment may be affected by the existence of the Code. If the responsible employee determines that the work assignment of the consultant, contractor, or agent may be affected by the Code, the responsible employee will provide a copy of the Code to the affected party, and will require a written acknowledgement from the consultant, contractor, or agent that they have received a copy of the Code, are familiar with its contents, and will abide by its

requirements. The written acknowledgement will be forwarded to the Compliance Officer for record keeping.

5. The Compliance Officer will provide copies of the Code and this Compliance Plan to all Affiliates of FortisAlberta on an annual basis, addressed to a senior officer of the Affiliate.
6. On an annual basis, within 90 days of the end of the previous calendar year, each FortisAlberta employee will confirm (through written acknowledgement) that they have received the current Compliance Training Material, a current copy of the Code and this Compliance Plan, and are aware of their contents, and agree to abide by their requirements, and have abided by the Code in the pervious year. The written acknowledgements will be maintained in the Human Resources personnel file for each employee.
7. Within 120 days of the end of the previous calendar year, the FortisAlberta Director Human Resources will provide the Compliance Plan Committee a written report, identifying which if any FortisAlberta employees have not acknowledged receipt of a current copy of the Code, awareness of its contents, and agreement to abide by its requirements.
8. The Compliance Officer will post the Code and the Compliance Plan on the FortisAlberta website.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the Compliance Officer

Policy: The FortisAlberta Compliance Officer will discharge the responsibilities detailed in Section 7.4 of the Code.

Compliance Measures

1. The responsibilities of the Compliance Officer are described in Section 7.4 of the Code as amended from time to time.
2. Within 90 days of the end of the previous calendar year, the Compliance Officer will prepare a report to the Compliance Plan Committee detailing the manner in which he/she has discharged the above responsibilities. The report will be prepared in a manner consistent with Section 7.4 of the Code. The records required to be maintained by the Compliance Officer pursuant to Section 7.4 of the Code will be retained for a period of six years in a manner sufficient to support a third party audit of the state of compliance with the Code.
3. At its next meeting following receipt of the above report, the Compliance Plan Committee will review the report. The results of the review, and any

recommendations by the Compliance Plan Committee for improvements to the manner in which the Compliance Officer discharges the above responsibilities will be detailed in the minutes of the meeting.

4. Any recommendations by the Compliance Plan Committee for changes to the manner in which the Compliance Officer discharges the above responsibilities will be treated as an inquiry under the Code (see Section 8).

7.5 The Compliance Plan

Policy: FortisAlberta will prepare a Compliance Plan, review it at least annually, and update it as necessary.

Compliance Measures

1. A copy of the current FortisAlberta Compliance Plan, indicating the date of its last review, will be filed with the AUC as Section (a) of the annual Compliance Report.

7.6 The Compliance Report

Policy: FortisAlberta will prepare a Compliance Report in accordance with Section 7.6 of the Code, and file it with the AUC within 120 days of the fiscal year end of FortisAlberta. The Compliance Report will be posted on FortisAlberta's website, and interested parties will be advised promptly when the Compliance Report has been posted on the web site.

Compliance Measures

1. The Compliance Report will meet the requirements of Section 7.6 of the Code as amended from time to time.

7.7 Retained for Numbering Consistency

7.8 Retained for Numbering Consistency

8 DISPUTES, COMPLAINTS AND INQUIRIES

8.1 Filing with the Compliance Officer

Policy: The Compliance Officer will keep a record of all written (or e-mailed) disputes, complaints or inquiries from within FortisAlberta or from external parties respecting the application of, or alleged non-compliance with, the Code. The identity of the party making the dispute, complaint, or inquiry will be kept confidential.

Compliance Measures

1. The Compliance Officer will keep the necessary records of disputes, complaints, or inquiries.
2. The Compliance Officer will ensure that appropriate instructions for sending disputes, complaints, or inquiries to the Compliance Officer are posted on the FortisAlberta website.
3. The Compliance Officer will ensure that a description of how the Compliance Officer will investigate disputes, complaints or inquiries (in a manner consistent with the Code) is posted on the FortisAlberta website.

8.2 Processing by Utility

8.2.1 Compliance Officer Acknowledgment

Policy: The Compliance Officer shall acknowledge all disputes, complaints or inquiries in writing (which includes e-mail) within five working days of receipt.

Compliance Measures

See Section 8.1.

8.2.2 Disposition

Policy: The Compliance Officer shall respond to the dispute, complaint or inquiry within 21 working days of its receipt. The response shall include a description of the dispute, complaint or inquiry and the initial response of FortisAlberta to the issues identified in the submission. FortisAlberta's final disposition of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances, and in any event within 60 days of receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.

Compliance Measures

See Section 8.1.

8.3 Referral to the AUC

Policy: The Compliance Officer shall ensure that instructions on how to refer disputes to the AUC are contained on the FortisAlberta website.

Compliance Measures

1. Instructions for referring disputes to the AUC will be posted on the FortisAlberta website.

9 Retained for Numbering Consistency

9.1 Retained for Numbering Consistency

9.2 Retained for Numbering Consistency

10 EFFECTIVE DATE OF THE COMPLIANCE PLAN

This Plan comes into effect upon final approval by the AUC.



11 SCHEDULE A – OFFICERS CERTIFICATE

To: The Alberta Energy and Utilities Board

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of FortisAlberta Inc. (FortisAlberta) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with FortisAlberta is _____, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the FortisAlberta Inter-Affiliate Code of Conduct (the Code).
3. I have read the Code, the Compliance Plan of FortisAlberta dated _____ and the Compliance Report of FortisAlberta dated _____.
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, employee, consultant, contractor or agent of FortisAlberta, or by any Affiliate of FortisAlberta (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to the any interaction between an Affiliate and FortisAlberta that is not fully and accurately described in the Compliance Report.

Name: _____

Title: _____

Date: _____



12 SCHEDULE B – COMPLIANCE REPORT

To: The FortisAlberta Compliance Officer and the FortisAlberta Compliance Committee

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of FortisAlberta Inc. (FortisAlberta) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. Section _____ of the FortisAlberta Compliance Plan requires me to provide this Compliance Certificate on or before _____.

2. My position with FortisAlberta is _____, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.

3. For the period of _____ to _____, FortisAlberta has been in compliance with the requirements of Section _____ of the Code, with the exception (if any) of the items described on the attached sheet.

Name: _____

Title: _____

Date: _____