



## **INTER-AFFILIATE CODE OF CONDUCT ANNUAL COMPLIANCE REPORT 2020 REPORTING PERIOD**

### **1.0 INTRODUCTION**

The FortisAlberta Inc. Inter-Affiliate Code of Conduct (the “Code”) requires the Compliance Officer to conduct an annual review of compliance with the Compliance Plan and to prepare an annual Compliance Report (the “Report”). The Report will be filed with the Alberta Utilities Commission (the “AUC”) within 120 days of the fiscal year end of FortisAlberta. This Report is for FortisAlberta’s fiscal year January 1, 2020 to December 31, 2020 (“Reporting Period”).

Unless otherwise defined herein, capitalized terms shall have the meaning attributed to such terms in the Compliance Plan.

### **2.0 FORTISALBERTA COMPLIANCE REPORT**

#### **(a) Compliance Plan**

The Compliance Plan in effect during the Reporting Period is provided in **Appendix 1**.

#### **(b) Corporate Organization Chart**

A corporate organization chart for Fortis Inc., of which FortisAlberta is a wholly-owned subsidiary, and its Affiliates indicating relationships and ownership percentages is provided in **Appendix 2**.

#### **(c) List of Affiliates**

A list of all Affiliates with whom FortisAlberta transacted business in the Reporting Period is attached as **Appendix 3** to this Report. Appendix 3 includes the business address, list of officers and directors and a description of the Affiliates’ business activities.

**(d) List of Service Agreements**

**Appendix 4** to this Report contains a list of all Services Agreements between FortisAlberta and its Affiliates that were in effect during the Reporting Period.

**(e) Overall Assessment of Compliance with the Code**

FortisAlberta is operating in compliance with the provisions of the Code and Compliance Plan and is acting in accordance with the spirit and intent of the Code.

In accordance with the Compliance Plan, all members of the Corporate Governance Group acknowledged that either:

- (i) as an officer or a member of the FortisAlberta management team, they did not manage the business and affairs of a FortisAlberta Affiliate, except as required to fulfill corporate governance, policy, and strategic direction responsibilities of the Fortis Inc. group of companies; or
- (ii) as a director of FortisAlberta, they did not manage the business and affairs of FortisAlberta, except as required in their capacity as a director of FortisAlberta to fulfill the corporate governance, policy and strategic direction responsibilities of FortisAlberta.

The Corporate Governance Group completes annual Inter-Affiliate Code of Conduct and Compliance Plan training online, and this has proven to be an effective method of ensuring the Company's ongoing compliance with the requirements in the Code and the Compliance Plan.

Since 2006, FortisAlberta has been exempt from the AUC requirement that all employees receive training on inter-affiliate compliance. In place of that requirement, the AUC requires FortisAlberta to train only those employees with "meaningful involvement" in affiliate transactions on the condition that the total dollar value of all Affiliate transactions remains less than an approved threshold (Exemption Threshold). This Exemption Threshold has been increased from time to time by the AUC in response to applications made by FortisAlberta.

On July 12, 2018, the Commission approved FortisAlberta's proposal in Decision 23089-D01-2018, which removes the Exemption Threshold feature in lieu of a continued undertaking on behalf of FortisAlberta to restrict oversight of inter-affiliate transactions to those staff members already trained in Code compliance and preserve the annual reporting requirement. This approach minimizes the potential for additional regulatory burden associated with future applications for amendments to the training exemption threshold, while ensuring that the objectives of the Code and the Compliance Plan continue to be met. This decision is discussed further in Appendix 8.

**(f) Assessment of Compliance Plan Effectiveness**

The Compliance Plan has been effective in achieving the purposes of the Code, namely to:

- prevent FortisAlberta from cross-subsidizing Affiliate activities;
- protect confidential customer information collected in the course of providing utility services;
- ensure Affiliates and their customers do not have preferential access to utility services; and
- avoid uncompetitive practices between FortisAlberta and its Affiliates, which may be detrimental to the interests of FortisAlberta customers.

The Compliance Plan describes the measures FortisAlberta will take with regard to the communication, education and review of Code requirements to achieve this purpose. These measures have been supported in the Compliance Plan through specific actions and procedures designed to ensure that FortisAlberta's Affiliate business transactions comply with all aspects of the Code. FortisAlberta has implemented these measures and has not received any complaints, inquiries or disputes with respect to the Code from internal or external parties regarding the application of, or compliance with, Code provisions.

**(g) Comprehensive Description of any Material Non-Compliance with the Code**

FortisAlberta has materially complied with the Code requirements and confirms that there have been no incidents of what FortisAlberta believes to be material non-compliance with the Code during the Reporting Period.

**(h) Summary of Disputes, Complaints and Inquiry Activity**

FortisAlberta has not received any internal or external disputes, complaints or inquiries with respect to the application of, and alleged non-compliance with, the Code or the Compliance Plan during the Reporting Period.

**(i) List of all Major Transactions between FortisAlberta and Affiliates**

A list of all of FortisAlberta's Major Transactions with Affiliates during the Reporting Period is attached in **Appendix 5**.

**(j) Affiliate Party Transaction Summary**

A summary overview of the types of transactions between FortisAlberta and its Affiliates, containing a general description of the transactions, the parties involved and the approximate aggregate values, is attached as **Appendix 6**.

**(k) Summary Description for Occasional Services provided by FortisAlberta to/from an Affiliate**

Descriptions of the Occasional Services provided by or to FortisAlberta to or from its Affiliates are contained in **Appendix 7** attached to this Report.

**(l) Summary List of any Exemptions to the Code**

A list of exemptions to the Code is contained in **Appendix 8** attached to this Report.

**(m) List of FortisAlberta Employees transferred, temporarily assigned or seconded to an Affiliate**

A list of all FortisAlberta employees transferred, temporarily assigned or seconded to an Affiliate, detailing specifics as to purpose, dates and duration of such employee movements for 2020 is detailed in **Appendix 9**.

**(n) Certificates Attesting to Completeness of the Compliance Report and Compliance with the Code**

Two Officer's Certificates, one signed by the Compliance Officer and one signed by the President and Chief Executive Officer of FortisAlberta, attesting to the completeness of the Report and compliance with the Code, are attached as **Appendix 10**.

### **3.0 CONCLUSION**

FortisAlberta continues to operate its business separately and independently from its Affiliates within the Fortis Inc. group of companies in a way that reflects the principles of the Code and is consistent with the Code's spirit and intent.

FortisAlberta believes that it has materially complied with and operated within the provisions of the Code and the Compliance Plan for the Reporting Period.

**FORTISALBERTA  
INC.  
INTER-AFFILIATE CODE OF  
CONDUCT COMPLIANCE PLAN  
September 2017**

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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:

Gwen Straub  
Phone: (403) 514-4996  
Fax: (403) 514-5736  
Email: [complianceofficer@fortisalberta.com](mailto:complianceofficer@fortisalberta.com)

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

Phone: (780) 427-4903  
Email: [consumer-relations@auc.ab.ca](mailto:consumer-relations@auc.ab.ca)

Copies of the Code and this Compliance Plan are available at [www.fortisalberta.com](http://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, Finance and CFO
  - Director, Finance
  - Director, Human Resources
  - Director, Regulatory
  - Compliance Officer

or such other FortisAlberta employees who occupy substantially the same roles with substantially the same authority as the respective positions above.



- 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 arm’s 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
  - 2) “public utility” under the *Public Utilities 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's 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 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, spirit and intent of the Code and of 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 verbally or 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 of 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, 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, spirit and 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 Director, Finance will ensure the accounts and records of FortisAlberta are kept

separate from the accounts and records of all Affiliates.

2. The Director, Finance 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 appropriate Vice President 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 appropriate Vice President 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 appropriate Vice President 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/she 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 Director, Finance 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 Director, Finance 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 Director, Finance of FortisAlberta will maintain an inventory of all plant, assets and equipment shared with Affiliates.
2. The Director, Finance 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 Director, Finance will provide an annual report to the Compliance Officer of all plant, assets and

equipment shared with Utility Affiliates, identifying the 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 Affiliate 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 from, 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, as required by Section 1(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 from 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, as required by Section 1(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 from or 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 Services Agreement 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 Services Agreement 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 Services Agreement.
6. Any failure to provide a report described in paragraph 1 above will be treated as an inquiry under the Code (see Section 8).

#### **4.2 Retained for Numbering Consistency**

##### **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 Director, Finance 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 Director, Finance 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 Director, Finance 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 Director, Finance 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 any 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 cannot 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 employee's 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 previous 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 – OFFICER’S CERTIFICATE

To: The Alberta Utilities Commission

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 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

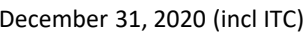
I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the Province of Alberta, acting in my position as an officer of FortisAlberta Inc. (FortisAlberta) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

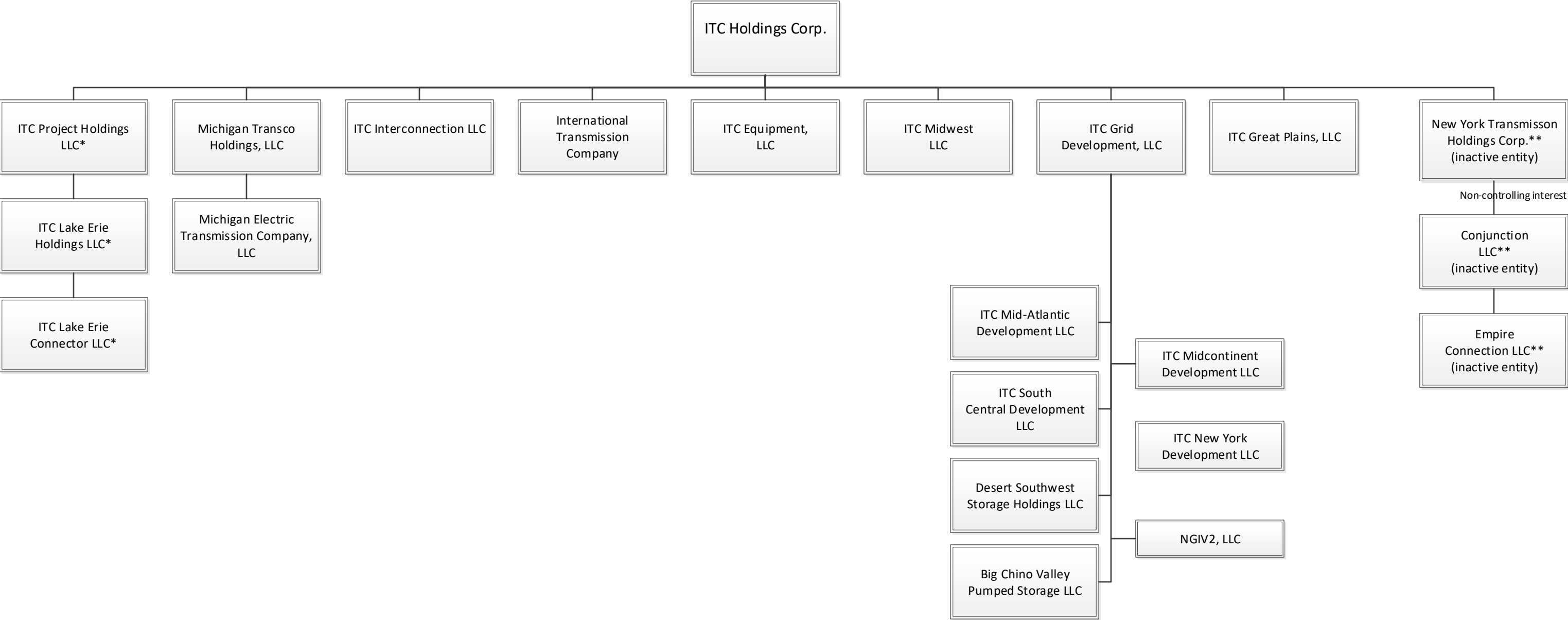
1. Section \_\_\_\_\_ of the FortisAlberta Compliance Plan requires me to provide this Compliance Certificate on or before \_\_\_\_\_.
2. My position with FortisAlberta is \_\_\_\_\_, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, 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: \_\_\_\_\_





All entities are organized in the State of Michigan, except:  
\* Entities organized in the State of Delaware  
\*\* Entities organized in the State of New York

## APPENDIX 3

### List of Affiliates with whom FortisAlberta Transacted Business

**Description:** The following is a list of all Affiliates with whom FortisAlberta transacted business in the Reporting Period, including the business address, list of officers and directors, and a description of the Affiliates' business activities. For clarity, FortisAlberta has not completed transactions with ITC Holdings Corp. and UNS Energy Corporation except for the payment of travel expenses for attendance at FortisAlberta Board meetings as indicated in Appendix 6.

***CH Energy Group, Inc.***

284 South Road  
Poughkeepsie, New York 12601

<b>Directors:</b>	<b>Officers:</b>	
Margarita K. Dilley (Chair)	James P. Laurito	President and Chief Executive Officer
Roger Dall'Antonia	Charles A. Freni	Chief Operating Officer
Steven M. Fetter	Michael Mosher	Vice President
James P. Laurito	Christopher M. Capone	Executive Vice President and Chief Financial Officer
Jocelyn H. Perry	Joseph B. Koczko	General Counsel and Corporate Secretary
	Stacey A. Renner	Stacey A. Renner

**Description of Business Activities:** CH Energy Group, Inc. is the holding company parent corporation of four principal, wholly owned subsidiaries, including Central Hudson Gas & Electric Corporation. CH Energy Group, Inc. is a wholly owned indirect subsidiary of Fortis Inc.

**Fortis Inc.**

Suite 1100, 5 Springdale Street  
 St. John's, NL  
 A1B 3T2

<b>Directors:</b>	<b>Officers:</b>	
Douglas Joseph Haughey	Gary Smith	Executive Vice President, Eastern Canadian and Caribbean Operations
Jo Mark Zurel	James P. Laurito	Executive Vice President, Business Development and Chief Technology Officer
Julie A. Dobson	James R. Reid	Executive Vice President, Chief Legal Officer and Corporate Secretary, Officer
Lawrence Borgard	Jocelyn Perry	Executive Vice President, Chief Financial Officer
Margarita K. Dilley	Nora Mary Duke	Executive Vice President, Sustainability and Chief Human Resource Officer
Maura Jameson Clark	James Dean Roberts	Vice President, Controller
Paul Bonavia	Karen Goose	Vice President, Treasury and Planning
Pierre Jim Blouin	Regan Patrick O'Dea	Vice President, General Counsel
Tracey C. Ball	Lindsay Hollett	Assistant Corporate Secretary

**Description of Business Activities:** Fortis Inc. is a diversified, international utility holding company with investments primarily in regulated gas and electric transmission and distribution utilities in Canada, the United States and the Caribbean region. Fortis Inc. also owns and operates non-regulated generation assets.

**FortisBC Holdings Inc.**

#100 – 1975 Springfield Road  
 Kelowna, BC  
 V1Y 7V7

<b>Directors:</b>	<b>Officers:</b>	
Barry Perry	Roger Dall'Antonia	President and Chief Executive Officer
Roger Dall'Antonia	Ian G. Lorimer	Chief Financial Officer and Treasurer
David Hutchens	Monic D. Pratch	Corporate Secretary
	Debra G. Nelson	Assistant Corporate Secretary

**Description of Business Activities:** FortisBC Holdings Inc. (FortisBC Holding or the Corporation) and its subsidiaries (collectively the Corporation) provide energy transportation, utility asset management services, and natural gas storage and optimization services. The Corporation is a wholly-owned subsidiary of Fortis Inc. (Fortis). Fortis shares are listed on both the Toronto Stock Exchange and the New York Stock Exchange. The Corporation operates in three primary business segments which are separately managed to assess operational performance:

- (a) Natural gas segment operations involve the transmission and distribution of natural gas for residential, commercial and industrial and transportation customers in British Columbia (BC). FortisBC Energy Inc. (FEI) is the largest distributor of natural gas in BC, serving approximately 1,029,500 residential, commercial and industrial and transportation customers in more than 135 communities. FEI provides transmission and distribution services to its customers, and obtains natural gas supplies from northeastern BC and, through the Corporation's Southern Crossing Pipeline, from Alberta.
- (b) Non-regulated activities include FortisBC Midstream Inc. (FMI), Aitken Creek Gas Storage ULC (ACGS), and FortisBC Alternative Energy Services Inc. (FAES). On April 1, 2016, FMI completed the purchase of ACGS. ACGS owns 93.8% of the Aitken Creek Gas Storage Facility ("Aitken Creek") near Fort St. John, BC, with the remaining share owned by BP Canada Energy Company. Aitken Creek is the only underground natural gas storage facility in BC and has a total working gas capacity of 77 billion cubic feet. The facility is an integral part of Western Canada's natural gas transmission network. ACGS also owns 100% of the North Aitken Creek gas

storage site which offers future expansion potential. FAES owns, operates and maintains in-building thermal energy systems using both renewable and recoverable technologies.

- (c) Corporate and other activities include corporate finance and administration charges of FortisBC Holdings.

***FortisBC Inc.***

#100 – 1975 Springfield Road  
Kelowna, BC  
V1Y 7V7

<b>Directors</b>	<b>Officers</b>	
Tracey C. Ball	Roger Dall’Antonia	President and Chief Executive Officer
Peter Blake	Doyle O. Sam	Executive Vice President, Operations and Engineering
Michele Corfield	Jody D. Drope	Vice President, Human Resources and Environment, Health and Safety
Roger Dall’Antonia	Michael A. Leclair	Vice President, Major Projects
David Hutchens	Ian G. Lorimer	Vice President, Finance and Chief Financial Officer
K.M. Tracy Medve (Chair)	Dawn M. Mehrer	Vice President, Customer Service and Information Systems
Michael Mosher	Diane E. Roy	Vice President, Regulatory Affairs
Douglas G. Pearce	Douglas M. Slater	Vice President, External and Indigenous Relations
Barry Perry	Douglas L. Stout	VP, Market Development
Jocelyn H. Perry	Monic Pratch	Corporate Secretary
Christopher F. Scott	Debra G. Nelson	Assistant Corporate Secretary
Janet P. Woodruff		

**Description of Business Activities:** FortisBC Inc. (FBC or the Corporation) is a wholly-owned subsidiary of FortisBC Pacific Holdings Inc. (FortisBC Pacific) which is an indirect wholly-owned subsidiary of Fortis Inc. (Fortis), a Canadian public company. FBC is an integrated, regulated electric utility operating in the southern interior of British Columbia (BC), serving approximately 175,900 customers directly and indirectly. The Corporation’s business includes four hydroelectric generating plants with an aggregate capacity of 225 megawatts (MW), approximately 7,260 kilometers of transmission and distribution power lines, and a peak demand of 746 MW.

***ITC Holdings Corp.***

27175 Energy Way  
Novi, MI 48377

<b>Directors</b>	<b>Officers</b>	
Sandra E. Pierce– Chair Linda H. Apsey Robert A. Elliott Albert Ernst Debora Frodl Alexander I. Greenbaum Barry Perry Ronnie Hawkins, Jr. James P. Laurito Kevin L. Prust Thomas Stephens A. Douglas Rothwel	Linda H. Apsey	President and Chief Executive Officer
	Gretchen Holloway	Senior Vice President and Chief Financial Officer
	Jon E. Jipping	Executive Vice President and Chief Operating Officer
	Christine Mason Soneral	Senior Vice President and General Counsel
	Krista Tanner	Senior Vice President and Chief Business Unit Officer, ITC Holdings Corp.
	Joseph F. Bennett III	Vice President, Engineering
	Jean D’Anna	VP & Deputy General Counsel, Legal Services
	Michael Daranyi	Vice President, Finance and Treasurer
	Matthew Dills	Vice President, Human Resources and Chief Human Resources Officer
	Ron Hinsley	Vice President, IT and Chief Information Officer
	Brett Leopold	Vice President, ITC Holdings Corp. and President, ITC Great Plains
	Charles Marshall	Vice President, Transmission Planning
	Amy Perlman	Vice President and Controller
	Nina Plaushin	Vice President, Regulatory and Federal Affairs
	Brian Slocum	Vice President, Operations
	Dusky Terry	Vice President, ITC Holdings Corp. & President, ITC Midwest
	Simon S. Whitelocke	Vice President of ITC Holdings Corp. and President, ITC Michigan
	<b>Non-Executive Officers:</b>	
	Nisha Chopra	Assistant Treasurer
	Rebecca Golem	Assistant Secretary

**Description of Business Activities:** ITC is the largest independent electricity transmission company in the United States. Based in Novi, Michigan, ITC invests in the electric transmission grid to improve reliability, expand access to markets, allow new generating resources to interconnect to its systems and lower the overall cost of delivered energy. Through its regulated operating subsidiaries ITC Transmission, Michigan Electric Transmission Company, ITC Midwest and ITC Great Plains, ITC owns and operates high voltage transmission infrastructure in Michigan, Iowa, Minnesota, Illinois, Missouri, Kansas and Oklahoma, and in development in Wisconsin. These systems serve a combined peak load exceeding 26,000 megawatts along approximately 15,800 circuit miles of transmission line, supported by 700 employees and 1,000 contractors across our expanding footprint. ITC Grid Development focuses on growth through regulated infrastructure investment as well as domestic and international expansion through merchant and other commercial development opportunities.

***Newfoundland Power Inc.***

55 Kenmount Road  
 St. John's NL  
 A1B 3P6

<b>Directors</b>	<b>Officers</b>	
Ken Bennett (Chair)	Gary Murray	President and Chief Executive Officer
Fred Cahill	Byron Chubbs	Vice President, Energy Supply and Planning
Charles Freni	Paige London	Vice President, Finance and Chief Financial Officer
Jason Roberts		
Susan Hollett	Sean LaCour	Vice President, Customer Operations
Michelle Melendy	Diane Whelan	Corporate Secretary
Glenn Mifflin	Kelly Hopkins	Assistant Corporate Secretary
Gina Pecore		
Gary J. Smith		

**Description of Business Activities:** Newfoundland Power Inc. operates an integrated generation, transmission and distribution system throughout the island portion of Newfoundland and Labrador.

***UNS Energy Corporation***

88 East Broadway  
 Tucson, AZ 85701

<b>Directors</b>	<b>Officers</b>	
Robert A. Elliott (Chair)	David Hutchens	President and Chief Executive Officer
Nora M. Duke	Erik B. Bakken	Vice President, System Operations and Environmental
Louise L. Francesconi		
Lisa M. Lovallo	Dallas J. Duke	Vice President, Energy Programs Pricing
Ramiro G. Peru	Cynthia A. Garcia	Vice President, Energy Delivery
Gregory A. Pivrotto	Todd C. Hixon	Sr. Vice President, General Counsel and Corporate Secretary
James R. Reid		
Joaquin Ruiz	Mark C. Mansfield	Vice President of Special Projects
Pamela D. Kehaly	Frank P. Marino	Sr. Vice President and Chief Financial Officer
David G. Hutchens	Catherine E. Ries	Vice President, Customer and Human Resources
Barry Perry		
	Michael E. Sheehan	Vice President, Resource Planning, Fuels, and Wholesale
	Mary Jo Smith	Vice President and Policy Advisor
	Morgan C. Stoll	Vice President and Chief Information Officer
	Martha B. Pritz	Treasurer
	<b>Assistant Officers:</b>	
	Brian F. Brumfield	Controller and Assistant Treasurer
	Jason J. Rademacher	Assistant Treasurer
	Amy J. Welander	Assistant Corporate Secretary

**Description of Business Activities:** UNS Energy is the Tucson, Arizona-based parent company of Tucson Electric Power (TEP) and UniSource Energy Services (UES). TEP serves more than 414,000 customers in and around Tucson, while UES provides natural gas and electric service to about 243,000 customers in northern and southern Arizona.



## **APPENDIX 4**

### **List of Services Agreements**

The following is a list of all Services Agreements in effect during the Reporting Period:

- Services Agreement between FortisAlberta Inc. and Fortis TCI Ltd. (formerly Provo Power Company Ltd.) dated January 1, 2011;
- Services Agreement between FortisAlberta Inc. and Newfoundland Power Inc. dated January 1, 2011;
- Shared Services Agreement between FortisAlberta Inc. and FortisBC Pacific Holdings Inc. dated January 1, 2011;
- Occasional Services Agreement between FortisAlberta Inc. and Fortis Inc. dated January 1, 2011;
- Occasional Services Agreement between FortisAlberta Inc. and FortisBC Holdings Inc. (formerly Terasen Inc.) dated January 1, 2009;
- Services Agreement between FortisAlberta Inc. and FortisBC Inc. dated January 1, 2009;
- Occasional Services Agreement between FortisAlberta Inc. and FortisOntario Inc. dated January 1, 2008;
- Occasional Services Agreement between FortisAlberta Inc. and Maritime Electric Company, Limited dated January 1, 2008; and
- Emergency Services Agreement between FortisAlberta Inc. and Caribbean Utilities Company, Ltd. dated April 15, 2008.

## **APPENDIX 5**

### **Description of Major Transactions**

The following is a list of all Major Transactions between FortisAlberta and an Affiliate during the Reporting Period:

1. Services provided by Fortis Inc. to FortisAlberta for administrative and other corporate governance activities are allocated on a shared cost basis with other subsidiaries of Fortis Inc. The aggregate value of these services for FortisAlberta in 2020 was \$4,377,000.
2. Microsoft 365 subscription fees to Fortis Inc. resulting from the information technology renewal agreement on behalf of its subsidiaries, including FortisAlberta. The aggregate value of the Microsoft 365 subscription fees for FortisAlberta in 2020 was \$3,486,192.

## APPENDIX 6

### Affiliate Party Transactions Summary

**Description:** A summary overview of the types of transactions, other than Major Transactions or Utility Services, provided during the Reporting Period between FortisAlberta and its Affiliates containing a general description of the transactions and services, the parties involved and the approximate aggregate value.

Note: FortisAlberta's payments to Affiliates for services or goods received are shown in brackets in the tables below. The total value of all transactions between FortisAlberta and an Affiliate for each Affiliate are the combined absolute value of payments made and received by FortisAlberta, rather than a net value of such payments.

#### 1. Transactions with **CH Energy Group Inc.**

Transaction Type	FortisAlberta's Payments to Affiliate	Affiliate's Payments to FortisAlberta	Approximate Aggregate Value
Payment of professional services and relocation expenses incurred by CH Energy Group on behalf of FortisAlberta	(6,256)	--	6,256
Payment of 2019 short-term incentive incurred by CH Energy Group on behalf of FortisAlberta	(543,200)	--	543,200
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>(\$549,456)</b>	<b>--</b>	<b>\$549,456</b>

#### 2. Transactions with **Fortis Inc.**

Transaction Type	FortisAlberta's Payments to Affiliate	Affiliate's Payments to FortisAlberta	Approximate Aggregate Value
Recovery of Supplemental Employee Retirement Plan (SERP) cost	--	2,245	2,245
Recovery of accounting, legal, tax and management services	--	114,148	114,148
Payment of travel and meal expenses related to attendance at FortisAlberta Board meetings by a Director employed by Fortis Inc.	(4,195)	--	4,195
Payment of subscription fees incurred by Fortis Inc on behalf of FortisAlberta	(84,057)	--	84,057

Payment of membership fees incurred by Fortis Inc on behalf of FortisAlberta	(8,898)	--	8,898
Payment of consulting services incurred by Fortis Inc on behalf of FortisAlberta	(59,698)	--	59,698
Payment of interest expense related to demand loans extended by Fortis Inc. to FortisAlberta (interest rate set at Canadian Dollar Offered Rate plus stamping fee, less 0.40%)	(511,653)	--	511,653
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>(\$668,501)</b>	<b>\$116,393</b>	<b>\$784,894</b>

3. Transactions with **FortisBC Holdings Inc.**

<b>Transaction Type</b>	<b>FortisAlberta's Payments to Affiliate</b>	<b>Affiliate's Payments to FortisAlberta</b>	<b>Approximate Aggregate Value</b>
Recovery of travel and meal expenses related to attendance at FortisBC Board meetings by a Director employed by FortisAlberta	--	1,201	1,201
Payment for insurance and risk management consulting services and related expense reimbursements	(3,381)	--	3,381
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>(\$3,381)</b>	<b>\$1,201</b>	<b>\$4,582</b>

4. Transactions with **FortisBC Inc.**

<b>Transaction Type</b>	<b>FortisAlberta's Payments to Affiliate</b>	<b>Affiliate's Payments to FortisAlberta</b>	<b>Approximate Aggregate Value</b>
Metering services (including related Information Technology services)	--	4,309	4,309
Material sales	--	65,577	65,577
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>--</b>	<b>\$69,886</b>	<b>\$69,886</b>

5. Transactions with **ITC Holdings Corp.**

Transaction Type	FortisAlberta's Payments to Affiliate	Affiliate's Payments to FortisAlberta	Approximate Aggregate Value
Payment of travel and meal expenses related to attendance at FortisAlberta Board meetings by a Director employed by ITC Holdings Corp.	(686)	--	686
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>(\$686)</b>	<b>--</b>	<b>\$686</b>

6. Transactions with **Newfoundland Power Inc.**

Transaction Type	FortisAlberta's Payments to Affiliate	Affiliate's Payments to FortisAlberta	Approximate Aggregate Value
Recovery of SERP cost	--	37,611	37,611
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>--</b>	<b>\$37,611</b>	<b>\$37,611</b>

7. Transactions with **UNS Energy Corporation**

Transaction Type	FortisAlberta's Payments to Affiliate	Affiliate's Payments to FortisAlberta	Approximate Aggregate Value
Payment of travel and meal expenses related to attendance at FortisAlberta Board meetings by a Director employed by UNS Energy Corporation	(1,441)	--	1,441
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>(\$1,441)</b>	<b>--</b>	<b>\$1,441</b>

## **APPENDIX 7**

### **Summary Description of Occasional Services provided to/from an Affiliate**

#### **Occasional Services Provided to Affiliates**

##### **To FortisBC Inc.**

1. Metering services were provided to FortisBC Inc. The aggregate value of services for 2020 was **\$4,309**.

##### **To Fortis Inc.**

1. Accounting, legal, tax and management services were provided to Fortis Inc. The aggregate value of services for 2020 was **\$114,148**.

#### **Occasional Services Obtained from Affiliates**

##### **From FortisBC Holdings Inc.**

1. Insurance and risk management services were received from FortisBC Holdings Inc. The aggregate value of the services for 2020 was **\$3,381**.

## **APPENDIX 8**

### **List of Exemptions to the Code**

FortisAlberta's Compliance Plan includes an educational requirement. Section 7.2 of the Compliance Plan states:

#### **7.2. Communication of Code and Compliance Plan**

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 Compliance Plan available on FortisAlberta's website.

In the original decision approving FortisAlberta's Compliance Plan (Decision 2006-012), the Alberta Energy and Utilities Board (Board) provided FortisAlberta with a conditional exemption from Section 7.2 to "communicate the contents of the Code and the Compliance Plan...to each of its directors, officers, employees, consultants, contractors, agents and affiliates" (the Conditional Exemption). In doing so, the Board acknowledged that it had "understood the concerns raised by [FortisAlberta] that the benefits to be achieved by meeting [the Section 7.2] requirements will not be in line with the level of costs that will be experienced" and confirmed that "FortisAlberta had requested that in light of [a] material reduction in anticipated inter-affiliate transactions that communication and training of the FortisAlberta Code and accompanying Compliance Plan for Section 7.2 be limited to those employees and contractors that have meaningful involvement in those transactions."

FortisAlberta may rely upon the Conditional Exemption only if the anticipated annual value of inter-affiliate transactions does not exceed a prescribed amount (the Exemption Threshold). In addition, the Conditional Exemption is premised on certain other conditions (the Certification Requirements), including:

1. That each FortisAlberta executive in charge of each area that deals with inter-affiliate transactions provide an annual, written, signed certification to the Compliance Officer, indicating each of the employees in their area that handles such transactions;
2. That the certification be updated quarterly if related employees or their duties change during the quarter; and
3. That the certifications be kept on file by the Compliance Officer for six years.

FortisAlberta has consistently complied with the terms of the Conditional Exemption since it was granted by the Commission's predecessor in 2006. In the time following the initial approval of the Conditional Exemption mechanism, FortisAlberta has requested, and received approval for, two increases to the level of the Exemption Threshold, which was set at \$5.0 million.

The second of these approvals was provided in Decision 20263-D01-2015 (the 2015 Decision). In the 2015 Decision, the Commission directed FortisAlberta to provide an analysis of alternative methods to determine the Exemption Threshold and, if appropriate, to propose an alternative method for Commission approval at its next application to amend the threshold value. The Commission also invited FortisAlberta to apply for approval of an alternative methodology in a stand-alone proceeding, if it chose to do so. In doing so, the Commission indicated that its objective was to determine if there is potential to promote regulatory efficiency by reducing the likelihood of future applications to increase the level of the Exemption Threshold.

In 2017, FortisAlberta anticipated that the total value of its inter-affiliate transactions would exceed the Training Exemption Threshold. FortisAlberta therefore requested various alternative forms of relief, as per the direction in the 2015 Decision, in an application filed on December 21, 2017 (Proceeding 23089). On July 12, 2018, the Commission approved FortisAlberta's proposal in Decision 23089-D01-2018, which removes the Exemption Threshold feature in lieu of a continued undertaking on behalf of FortisAlberta to restrict oversight of inter-affiliate transactions to those staff members already trained in Code compliance and preserve the annual reporting requirement. This approach minimizes the potential for additional regulatory burden associated with future applications for amendments to the training exemption threshold, while ensuring that the objectives of the Code and the Compliance Plan continue to be met.

In Decision 23089-D01-2018, the Commission approved the approach provided that FortisAlberta complies with the following conditions:

- (a) FortisAlberta is to develop formal criteria to guide the executives in charge of each area when they are required to determine which employees have a "meaningful involvement" in inter-affiliate transactions and need training under Section 7.2 of the inter-affiliate code of conduct and inter-affiliate code of conduct compliance plan. The Commission expects that the development of a formal list of criteria will minimize the potential for discretionary decisions and ensure that these decisions are strictly informed by the purposes and objectives of the FortisAlberta Inc. Inter-Affiliate Code of Conduct.
- (b) FortisAlberta is required to include the number of employees and contractors who have received training under Section 7.2 of the compliance plan, in its Inter-Affiliate Code of Conduct annual report. This information should be in a table-format similar to that filed by FortisAlberta in response to IR FAI-AUC-2018FEB02-002(c). The Commission expects that neither the number nor percentage, by department, of employees and contractors who have received training will decrease from the numbers forecast for 2018 and included in its response to IR FAI-AUC-2018FEB02-002 (c).
- (c) If FortisAlberta acquires or creates an Alberta affiliate, it must immediately apply to the Commission for a review of its conditional exemption from Section 7.2 of the compliance plan, at which point the Commission will decide whether FortisAlberta may continue to benefit from the exemption. Similarly, if there are any changes to FortisAlberta that could materially affect the nature of inter-affiliate transactions



FortisAlberta must immediately apply to the Commission for review of its conditional exemption.

On September 28, 2018, FortisAlberta filed a submission in compliance with the Commission's direction in paragraph 43.a of Decision 23089-D01-2018. The Commission confirmed compliance with that direction in its letter dated October 24, 2018.

This conditional approval is in force until the end of the current PBR term in 2022. At the time of any future rebasing or should any reopener provision be triggered under the current PBR plan, the Commission will consider all contributing factors, including inter-affiliate costs.

## APPENDIX 9

### Employee Transfers, Temporary Assignments and Secondments Between FortisAlberta and its Affiliates

As demonstrated in the chart below, FortisAlberta had one employee transfer from an Affiliate during the Reporting Period:

Position	Affiliate	Date of Transfer
VP Finance & CFO	FortisBC	November 1, 2020

Confidentiality agreements were signed prior to the transfers taking place.

As demonstrated in the chart below, FortisAlberta had one employee seconded from an Affiliate during the Reporting Period:

Position	Affiliate	Date of Secondment
President and Chief Executive Officer	CH Energy Group, Inc.	September 15, 2018

A confidentiality agreement was signed prior to the secondment taking place.

Six (6) FortisAlberta employees were temporarily assigned to an Affiliate during the Reporting Period. The following list sets out the employees' roles, the Affiliate in question, the nature of services performed by the employees, and the fiscal quarter in which the temporary assignment took place:

Position	# of Employees	Affiliate(s) services provided to	Nature of Services	Quarter
Meter Data Management Coordinator	1	FortisBC	Interval Meter Services	Q1
Interval Metering Analyst	2	FortisBC	Interval Meter Services	Q1
VP, Finance and CFO	1	Fortis Inc.	Management Services	Q1
VP, Engineering	1	Fortis Inc.	Management Services	Q1
Director, Regulatory and Financial Planning	1	Fortis Inc.	Management Services	Q1

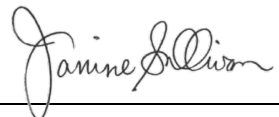
Meter Data Management Coordinator	1	FortisBC	Interval Meter Services	Q2
Interval Metering Analyst	2	FortisBC	Interval Meter Services	Q2
Meter Data Management Coordinator	1	FortisBC	Interval Meter Services	Q3
Interval Metering Analyst	2	FortisBC	Interval Meter Services	Q3
Meter Data Management Coordinator	1	FortisBC	Interval Meter Services	Q4
Interval Metering Analyst	2	FortisBC	Interval Meter Services	Q4

11. SCHEDULE A – OFFICER’S CERTIFICATE

To: The Alberta Utilities Commission

I, **Janine Sullivan** of the City of Calgary, 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 President and Chief Executive Officer, 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 September 2017 and the Compliance Report of FortisAlberta dated April 2021.
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 any interaction between an Affiliate and FortisAlberta that is not fully and accurately described in the Compliance Report.

Name: Janine Sullivan   
Title: President and Chief Executive Officer  
Date: April 28, 2021

## OFFICER'S CERTIFICATE

To: The Alberta Utilities Commission

I, **Gwen Straub**, of the City of Calgary, in the Province of Alberta, acting in my position as Compliance 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 General Counsel and Corporate Secretary. I am also the Compliance Officer, 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 and the Compliance Report of FortisAlberta for the Reporting Period of 2020.
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 any interaction between an Affiliate and FortisAlberta that is not fully and accurately described in the Compliance Report.

By: 

Title: Compliance Officer

Date: April 29, 2021