

ATCO ELECTRIC
INTER-AFFILIATE CODE OF CONDUCT
COMPLIANCE PLAN

Amended as of December 19, 2007

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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 ATCO Electric will employ to ensure its full compliance with the provisions of the [Code](#) by ATCO Electric, its directors, officers, employees, consultants, contractors and agents, and by [Affiliates](#) of ATCO Electric with respect to the interactions of the [Affiliates](#) with ATCO Electric.

This [Compliance Plan](#) describes certain obligations and responsibilities of specified ATCO Electric management personnel. Notwithstanding this, and without otherwise reducing or eliminating the obligation and responsibility of the specified ATCO Electric 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 ATCO Electric management personnel to other ATCO Electric personnel.

Questions or comments concerning the [Compliance Plan](#) should be directed to the ATCO Electric [Compliance Officer](#):

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Copies of the [Code](#) and this [Compliance Plan](#) are available at www.atcoelectric.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 capitalized 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 ATCO Electric:
 - (i) an “affiliate” as defined in the [ABCA](#) or [CBCA](#);
 - (ii) a unit or division within ATCO Electric or any [Body Corporate](#) referred to in clause (b) (i) above;
 - (iii) a partnership, joint venture, or [Person](#) in which ATCO Electric or any [Body Corporate](#) referred to in clause (b) (i) above has a controlling interest or that is otherwise subject to the control of ATCO Electric or such [Body Corporate](#);

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- (iv) any partnership, joint venture, or **Person** deemed by the **EUB** to be an Affiliate of ATCO Electric for the purposes of the **Code**; and
- (v) 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 **EUB**, 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 ATCO Electric or by ATCO Electric 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) **“ATCO”** means ATCO Ltd.
- (e) **“ATCO Affiliates”** means any entity to which the **Code** applies pursuant to **Section 2.3** of the **Code**.
- (f) **“Body Corporate”** means a “body corporate” as defined in the **ABCA** or **CBCA**.
- (g) **“CBCA”** means the *Canada Business Corporations Act*.
- (h) **“Code”** means the ATCO Group Inter-Affiliate Code of Conduct.
- (i) **“Common Director”** means a member of the Board of Directors of ATCO Electric who is also a member of the Board of Directors of an Affiliate of ATCO Electric.
- (j) **“Common Officer”** means an officer of ATCO Electric who is also an officer of a Non-Utility Affiliate of ATCO Electric.
- (k) **“Compliance Officer”** shall have the meaning ascribed thereto in **Section 7.3** of the **Code**.
- (l) **“Compliance Plan”** shall mean the document to be prepared and updated by ATCO Electric pursuant to **Section 7.5** of the **Code**.
- (m) **“Compliance Plan Committee” (CPC)** shall mean a committee which shall meet at least quarterly, comprised of at least the following:
- President, ATCO Electric
 - Director, IT Governance, ATCO Utilities Business Group
 - Controller, ATCO Electric
 - Human Resources Manager, ATCO Electric
 - Manager, Regulatory
 - **Compliance Officer**, ATCO Electric.
- (n) **“Compliance Report”** shall have the meaning ascribed thereto in **Section 7.6** of the **Code**. Quarterly, ATCO Electric 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 Board.

(o) **“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 ATCO Electric are familiar with the provisions of the Code, and this Plan. At a minimum, the material will include instructions on:

- impartial application of the ATCO Electric 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 ATCO Electric 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

(p) **“Confidential Information”** means any information relating to a specific customer or potential customer of ATCO Electric, which information ATCO Electric has obtained or compiled in the process of providing current or prospective [Utility Services](#) and which is not otherwise available to the public.

(q) **“Cost Recovery Basis”** with respect to:

- (i) 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;
- (ii) 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](#);
- (iii) the use by ATCO Electric of an [Affiliate’s](#) services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Electric, acting prudently;
- (iv) the use by an [Affiliate](#) of ATCO Electric’s services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Electric, acting prudently; and
- (v) the transfer of equipment, plant inventory, spare parts or similar assets between Utilities, means the net book value of the transferred assets.

(r) **“EUB”** means the Alberta Energy and Utilities Board.

(s) **“Fair Market Value”** means the price reached in an open and unrestricted market between informed and prudent parties, acting at arms length and under no compulsion to act.

(t) **“For Profit Affiliate Service”** means any service, provided on a for-profit basis:

- (i) by ATCO Electric to a [Non-Utility Affiliate](#), other than a [Utility Service](#); or

(ii) by a [Non-Utility Affiliate](#) to ATCO Electric.

(u) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by ATCO Electric relating to ATCO Electric customers or ATCO Electric operations.

(v) **“Major Transaction”** means a transaction or series of related transactions within a calendar year between ATCO Electric 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.

(w) **“Non-Utility Affiliate”** means an [Affiliate](#) that is not a [Utility](#).

(x) **“Occasional Services”** shall have the meaning ascribed thereto in [Section 3.3.6](#) of the Code.

(y) **“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).

(z) **“Person”** means a “person” as defined in the [ABCA](#) or [CBCA](#).

(aa) **“Services Agreement”** means an agreement entered into between ATCO Electric 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:

- (i) the type, quantity and quality of service;
- (ii) pricing, allocation or cost recovery provisions;
- (iii) confidentiality arrangements;
- (iv) the apportionment of risk;
- (v) dispute resolution provisions; and
- (vi) a representation by ATCO Electric and each [Affiliate](#) party to the agreement that the agreement complies with the [Code](#).

(bb) **“Shared Service”** means any service, other than a [Utility Service](#) or a [For Profit Affiliate Services](#), provided on a [Cost Recovery Basis](#) by ATCO Electric to an [Affiliate](#) or by an [Affiliate](#) to ATCO Electric.

(cc) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2 (4) of the [ABCA](#).

(dd) **“Utility”** means any [Body Corporate](#) or any unit or division thereof, that provides a [Utility Service](#) and falls within the definition of:

- (i) “electric utility” under the *Electric Utilities Act*, S.A. 2003, c. E-5.1;
- (ii) “gas utility” under the *Gas Utilities Act*, R.S.A. 2000, c. G-5; or

(iii) “public utility” under the *Public Utilities Board Act*, R.S.A. 2000, c. P-45.

(ee) “**Utility Service**” means a service, the terms and conditions of which are regulated by the **EUB**, and includes services for which an individual rate, joint rate, toll, fare, charge or schedule of them, have been approved by the **EUB**.

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 ATCO Electric are obligated to comply with this Plan and all directors, officers, employees, consultants, contractors and agents of **Affiliates** of ATCO Electric are obligated to comply with this Plan to the extent they interact with ATCO Electric.

2.4 Coming into Force

This Plan comes into force on approval by the **EUB**.

2.5 Amendments to this Plan

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

2.6 Retained for Numbering Consistency

2.7 Authority of the **EUB**

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

3 GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES

3.1 Governance

3.1.1 Separate Operations

Policy: ATCO Electric 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 Canadian Utilities and **ATCO**.

Compliance Measures

1. The ATCO Electric **Compliance Officer** will maintain an up-to-date list of the **Common Directors** and **Common Officers** of ATCO Electric, (the “List of Directors and Officers”).
2. On an annual basis, the Compliance Officer will provide a formal education session to the **Common Directors** and **Common Officers** of ATCO Electric. Within 90 days of the end of each calendar year, the **Compliance Officer** will seek and obtain written acknowledgement from all individuals identified as the **Common Officers (excluding directors and officers who are involved in day-to-day management of ATCO Electric and who sign the Officers Certificate under section 3.1.5)** that they have received the Compliance Training Material, that they are familiar with the requirements of the **Code** and the Plan, and that their role in managing the business and affairs of ATCO Electric have been limited to providing corporate governance, policy, and strategic direction, (the “Common Officers’ Code Acknowledgement”). This acknowledgement will also confirm that the individuals identified as the **Common Officers** are familiar with the provisions of the **Code** (including **Section 3.1.5**) and the Plan, and have acted in a manner which preserves the form, and the spirit and intent of the **Code**, and this Plan.
3. On an annual basis the Board of Directors of ATCO Electric will pass the Directors’ Resolution contained in Schedule C to this Plan at the first regularly scheduled meeting of the Board in each calendar year.
4. The **Compliance Plan Committee** will review the acknowledgements and resolutions prior to filing the annual Compliance Report. The minutes of the CPC’s meeting at which the acknowledgements and resolutions are reviewed will reflect the results of the review.
5. 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: ATCO Electric 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 ATCO Electric management team, or changing the ATCO Electric officers with any person who may be perceived as having participated in the management of the Affiliate, the President of ATCO Electric will provide a notice verbally or in writing to the ATCO Electric **Compliance Officer**. The **Compliance Officer** will document verbal notices. If the **Compliance Officer** does not identify a concern with adherence to this policy within five working days of receiving the notice, the President may proceed with the change. If the **Compliance Officer** does identify a potential concern with adherence to this policy, he will advise the President within five working days, and initiate an inquiry under the **Code (Section 8)**.
2. The ATCO Electric **Compliance Officer** will maintain an up-to-date list of ATCO Electric management team members and officers, (the “ATCO Electric Management Team List”).
3. At each meeting of the **Compliance Plan Committee**, the “ATCO Electric Management Team List” will be compared to the current management team members and officers of ATCO Electric’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** (see **Section 8**).

3.1.4 Retained for Numbering Consistency

3.1.5 Guiding Principle

Policy: No individual shall act both as a director, officer, or member of a management team of ATCO Electric and as a director, officer or member of a management team of an **Affiliate** of ATCO Electric unless the individual is able to carry out his/her responsibilities in a manner that preserves the form, and the spirit and intent, of the **Code** and this Plan.

Compliance Measures

1. The **Compliance Officer** will maintain an up-to-date listing of directors, officers, or members of the management team of ATCO Electric who act as directors, officers, or members of the management team of an **Affiliate** of ATCO Electric, (the “ATCO Electric Management Team List”).
2. All such officers, or members of the management team of ATCO Electric who also act as officers, or members of the management team of an **Affiliate** of ATCO Electric 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 **Section 3.1.5** of the **Code**, and that he/she will carry out his/her responsibilities in a manner which will preserve the form, and the spirit and intent of the **Code**, (the “Dual Responsibilities Certificate”).

3. Within 60 days of the end of each calendar year, all such officers, or members of the management team of ATCO Electric who also act as officers, or members of the management team of an Affiliate of ATCO Electric will provide a signed certificate to the Compliance Officer that stipulates that he/she carried out his/her responsibilities in a manner which preserved the form, and the spirit and intent of the Code (the “Officer’s Certificate”).

4. On an annual basis the Board of Directors of ATCO Electric will pass the Directors’ Resolution contained in Schedule C to this Plan at the first regularly scheduled meeting of the Board in each calendar year.

5. The **Compliance Officer** will maintain a record of the above certificates and resolutions. Any failure to provide a certificate or resolution, or the provision of a certificate or resolution which 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: ATCO Electric shall have separate financial records and books of accounts from all **Affiliates**.

Compliance Measures

1. The Controller, ATCO Electric will ensure the accounts and records of ATCO Electric are kept separate from the accounts and records of all **Affiliates**.

2. The Controller, ATCO Electric 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, (the “Financial Records Certificate”), to the Compliance Officer within 60 days of the end of each calendar year.

3. The Compliance Officer will maintain a record of the above certificate. 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: ATCO Electric 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 ATCO Electric is located in the same building as a **Non-Utility Affiliate**, ATCO Electric will institute appropriate security controlled access, through the use of receptionists, keyed locks, or card-key access.
2. The Compliance Officer, ATCO Electric will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the physical separation of ATCO Electric from all Non-Utility Affiliates, (the “Physical Separation Certificate”), within 60 days of the end of each calendar year.
3. The Compliance Officer will maintain a record of the above certificate. 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 ATCO Electric shares **Information Services** with an **Affiliate** all **Confidential Information** will be protected from unauthorized access by the **Affiliate**.

Compliance Measures

1. Prior to sharing Information Services with an Affiliate of ATCO Electric, owners of computer systems containing Confidential Information must provide approval in writing. On an annual basis the **Compliance Officer** will receive a list of users with approved access to computer systems containing Confidential Information, (the “Shared Information Systems Access List”).
2. The Director, IT Governance, ATCO Utilities Business Group will annually review the Shared Information Systems Access List for all **Information Services** shared with any **Affiliate** of ATCO Electric. The Director, IT Governance, ATCO Utilities Business Group will annually review with the owners of systems containing **Confidential Information**, the list of **Affiliates** that have access to their system.
3. The Director, IT Governance, ATCO Utilities Business Group will annually review the data management and data access protocols and contractual provisions regarding the breach of any access protocols to ensure they are appropriate.
4. The Director, IT Governance, ATCO Utilities Business Group will provide a signed certificate in the form attached as Schedule “B” to this Plan, (the “Shared Access Compliance Certificate”), within 60 days of the end of each calendar year. The certificate will attest that he has reviewed all **Information Services** shared with an

[Affiliate](#) of ATCO Electric and that all access by [Affiliates](#) of ATCO Electric to [Information Services](#) is in accordance with section 3.2.3 of the Code.

5. The Compliance Officer will maintain a record of the approvals and certificate. Any failure to provide the approvals or certificate as described in paragraph 1 and 3 above, or the provision of the approvals or certificate which do 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 ATCO Electric to a [Non-Utility Affiliate](#) is to be provided on terms no more favorable than what that [Non-Utility Affiliate](#) would be able to obtain as a stand-alone entity from the capital markets.

Compliance Measures

1. The Controller of ATCO Electric will review all loans, investments, or other financial support provided to a [Non-Utility Affiliate](#) to ensure compliance with section 3.2.4 of the [Code](#) and Plan.

2. The Controller will provide a signed certificate in the form attached to this Plan as Schedule “B” attesting that any loans, investments, or other financial support provided to a [Non-Utility Affiliate](#) have been provided on terms no more favourable than what the [Non-Utility Affiliate](#) would be able to obtain as a stand-alone entity (the “Financial Arrangements Certificate”). The certificate will be provided to the Compliance Officer within 60 days of the end of each calendar year.

3. The Compliance Officer will maintain a record of the above certificate. 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: ATCO Electric 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. ATCO Electric employees may not be shared with an [Affiliate](#) without the written permission of the appropriate Vice-President of ATCO Electric, (the “Shared Employee Permission Record”), who will provide the signed permission to the ATCO Electric Human Resources Manager.

2. The ATCO Electric Human Resources Manager will retain the written permission on file, and provide a quarterly report to the Compliance Officer on all instances of

sharing ATCO Electric employees with [Affiliates](#) which have occurred, or continued during the reporting period, (the “Shared Employees Report”). 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 “Shared Employees Report” 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 ATCO Electric 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 the employee.

Compliance Measures

1. All employees who transfer from ATCO Electric to an [Affiliate](#) will sign a confidentiality agreement prior to the transfer. The employee’s supervisor will obtain the necessary signed confidentiality agreement prior to the transfer of the employee, and will provide the signed agreement to the ATCO Electric Human Resources Manager.

2. The ATCO Electric Human Resources Manager will retain the confidentiality agreement on file, and provide a quarterly report, (the “Transferred Employees Report”), to the Compliance Officer on all instances of ATCO Electric 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 “Transferred Employees Report” 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: Plant, assets and equipment of ATCO Electric shall be separated in ownership and separated physically from the plant, assets and equipment of **Non-Utility Affiliates**. Where ATCO Electric shares plant, assets, equipment, office space, rights of way and other assets with a **Utility Affiliate**, such sharing will be done on a **Cost Recovery Basis**.

Compliance Measures

1. The Controller of ATCO Electric will maintain an inventory of all plant, assets and equipment shared with **Affiliates**.
2. The Controller will ensure that no plant, assets and equipment are shared with **Non-Utility Affiliates**.
3. Within the first 60 days of the end of each calendar year, the Controller will provide an annual report to the Compliance Officer of all plant, assets and equipment shared with **Utility Affiliates**, (the “Shared Assets Report”), identifying that methods used to ensure that such sharing is done on a **Cost Recovery Basis**, the percentage of costs borne by each party and that these percentages were appropriate.
4. The **Compliance Plan Committee** will review the “Shared Assets Report” within 90 days of the end of each 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: ATCO Electric may obtain **Shared Services** from, or provide **Shared Services** to, an **Affiliate** where it is prudent to do so, provided that each of ATCO Electric and the Affiliates bear its proportionate share of costs.

Compliance Measures

1. The Compliance Officer will maintain an inventory of all **Shared Services** obtained from, or provided to an **Affiliate**.
2. All new or revised **Shared Services** will be documented by a **Services Agreement**.
3. Prior to receiving a new or revised **Shared Service**, the **Services Agreement** will be prepared by the appropriate ATCO Electric employee and presented to the

Compliance Plan Committee for review and approval. A business case identifying that it is prudent to obtain the Shared Services will be prepared if the annual value of the Shared Services is estimated to be greater than \$50,000. The business case will be 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 ATCO Electric employee and presented to the **Compliance Plan Committee** for review and approval.

5. The **Shared Services** will be annually reviewed by ATCO Electric's representatives prior to year end and by the **Compliance Plan Committee** within 90 days of the end of each calendar year. The results of the review will be reflected in the minutes of the CPC's meeting. Any **Shared Service** which no longer meets 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: ATCO Electric 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 Controller, ATCO Electric will ensure that all **Occasional Services** provided to, or received by an **Affiliate** are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order, or similar instrument.

2. Within 90 days of the end of each calendar year, the Controller will provide the necessary report of **Occasional Services** provided by ATCO Electric to an Affiliate and vice versa, (the "Occasional Services Report"), indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (k) of the **Compliance Report**, to the Compliance Plan Committee.

3. The Compliance Plan Committee will review the "Occasional Services Report" prior to filing the annual Compliance 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 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, ATCO Electric may receive, or provide, services and resources to, or from, an **Affiliate on a Cost Recovery Basis**.

Compliance Measures

1. The Controller, ATCO Electric will ensure that all emergency services and resources provided to, or received by an **Affiliate** in the event of an emergency are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order or similar instrument.
2. Within 90 days of the end of each calendar year, the Controller will provide the necessary report of Emergency Services provided by ATCO Electric to an Affiliate and vice versa, (the “Emergency Services Report”), indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (I) of the **Compliance Report**, to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the “Emergency Services Report” prior to filing the annual Compliance 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 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: ATCO Electric may, when it determines it is prudent to do so in operating its **Utility** business, obtain or provide **For Profit Affiliate Services** to an **Affiliate**, subject to the provisions of Sections 4.2 and 4.3 of the Code.

Compliance Measures

1. The Compliance Officer will maintain an inventory of all **For Profit Affiliate Services** obtained from, or provided to an **Affiliate**. On a quarterly basis, the Compliance Officer will prepare a report describing all For Profit Affiliate Services obtained from, or provided to an Affiliate and will maintain a record of the above reports.
2. All existing, new or revised **For Profit Affiliate Services** will be documented by a **Services Agreement**, duly executed by ATCO Electric employees with the appropriate signing authority.

3. Prior to implementing a new or revised For Profit Affiliate Service to receive services from an Affiliate the [Services Agreement](#) will be reviewed and approved by the [Compliance Plan Committee](#). A business case identifying that it is prudent to obtain the For Profit Affiliate Service will be prepared if the annual value of the For Profit Affiliate Service is estimated to be greater than \$50,000. 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. The business case will be presented to the Compliance Plan Committee for review and approval.

4. Prior to implementing a new or revised For Profit Affiliate Service to provide services to an Affiliate, the Services Agreement, and a description of the process used to determine that the For Profit Affiliate Service is to be provided at a price which is no less than Fair Market Value will be reviewed and approved by the Compliance Plan Committee. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.

5. The [For Profit Affiliate Services](#) between ATCO Electric and an [Affiliate](#) will be annually reviewed by ATCO Electric's representatives prior to year end and by the [Compliance Plan Committee](#) at its first meeting of the year. The results of the review will be reflected in the minutes of the CPC's meeting. Any [For Profit Affiliate Service](#) which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the Service Agreement.

6. Failure to provide a report described in item 1 above will be treated as an inquiry under the Code (see Section 8)

4.2 Pricing [For Profit Affiliate Services](#)

4.2.1 Retained for Numbering Consistency

4.2.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

Policy: Assets transferred, mortgaged, leased or otherwise disposed of by ATCO Electric to an [Affiliate](#) or by an [Affiliate](#) to ATCO Electric will be at [Fair Market Value](#), subject to the provisions of Section 4.6 of the Code.

Compliance Measures

1. The Controller of ATCO Electric will approve any asset transfers, mortgages, leases, or other dispositions by ATCO Electric to an [Affiliate](#), or by an [Affiliate](#) to ATCO Electric, 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 60 days of the end of each calendar year, the Controller will provide a report to the Compliance Officer detailing any asset transfers between ATCO Electric and [Affiliates](#), (the “Asset Transfers Report”). 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 90 days of the end of each calendar year, the [Compliance Plan Committee](#) will review the “Asset Transfers 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 ATCO Electric 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: ATCO Electric 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 ATCO Electric and [Utility Affiliates](#) on a [Cost Recovery Basis](#).

Compliance Measures

1. The appropriate Vice Presidents will approve asset transfers for operational efficiencies. The Controller will ensure that the transfer of individual assets or groups of assets used in [Utility](#) operations between ATCO Electric and [Utility Affiliates](#), will be done on a [Cost Recovery Basis](#).

2. Within 60 days of the end of each calendar year, the Controller will provide a report to the Compliance Officer, (the “Asset Transfers Between Utilities Report”) detailing any arrangements for obtaining [Operational Efficiencies](#) between ATCO Electric 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 90 days of the end of each calendar year, the [Compliance Plan Committee](#) will review the “Asset Transfers Between Utilities Report”. The minutes of the meeting at which the report is reviewed and approved 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 ATCO Electric and [Affiliates](#) are

valued on a Cost Recovery Basis, or failure to approve the above report will be treated as an inquiry under the [Code](#) (see [Section 8](#)).

5 EQUAL TREATMENT WITH RESPECT TO [Utility Services](#)

5.1 Impartial Application of Tariff

Policy: ATCO Electric shall apply and enforce all tariff provisions related to [Utility Services](#) impartially, in the same timeframe, and without preference in relation to its Affiliate and all other customers or prospective customers.

See the Compliance Measures in Section 7.2 of this Plan.

5.2 Equal Access

Policy: ATCO Electric shall not favour 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 of ATCO Electric.

See the Compliance Measures in Section 7.2 of this Plan.

5.3 No Undue Influence

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

See the Compliance Measures in Section 7.2 of this Plan.

5.4 [Affiliate](#) Activities

Policy: ATCO Electric shall take reasonable steps to ensure that an Affiliate does not imply in its marketing material or otherwise, favoured treatment or preferential access to [Utility Services](#).

See the Compliance Measures in Section 7.2 of this Plan.

5.5 Name and Logo

Policy: ATCO Electric shall take reasonable steps to ensure that an Affiliate does not use ATCO Electric's name, logo or other distinguishing characteristics in a manner which would mislead consumers as to the distinction or lack of distinction between ATCO Electric 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, ATCO Electric shall not provide Non-Utility Affiliates with information relating to the planning, operations, finances or strategy of ATCO Electric or 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 ATCO Electric who are also officers of an Affiliate as permitted pursuant to Section 3.1.4 of the Code may disclose, subject to the provisions of Section 3.1.5 of the Code, ATCO Electric 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: ATCO Electric 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 ATCO Electric 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 ATCO Electric 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, (the “Protection of Confidential Information Certificate”), to the Compliance Officer within 60 days of the end of each 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: ATCO Electric may disclose Confidential Information when aggregated with the Confidential Information of other customers in such a manner that an individual customer’s Confidential Information can not be identified, provided that ATCO Electric shall not disclose such aggregated customer information to an Affiliate prior to making such information publicly available.

Compliance Measures

1. If management of ATCO Electric 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 ATCO Electric 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, (the “Aggregated Confidential Information Certificate”), to the Compliance Officer within 60 days of the end of each 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: ATCO Electric shall be responsible for ensuring compliance with the Code on the part of its directors, employees, consultants, contractors and agents, and by Affiliates of ATCO Electric.

See the Compliance Measures in Section 7.2 of this Plan.

7.2 Communication of Code and Compliance Plan

Policy: ATCO Electric will communicate the contents of the Code and the Compliance Plan, and any modifications to them 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 the ATCO Electric web site.

Compliance Measures

1. Each director, officer, employee, consultant, contractor, agent and Affiliate of ATCO Electric will receive a copy of the Code on commencement of their relationship with ATCO Electric.
2. See the Compliance Measures in Section 3.1.1 for the record keeping which will exist for the Corporate Governance Group.
3. For ATCO Electric employees (excluding the Common Directors and Common Officers of ATCO Electric), a signed acknowledgement that the employee has received, and is familiar with, the Code and this Compliance Plan, (the “Code Acknowledgement Documentation”), will be obtained on the commencement of employment with ATCO Electric. The acknowledgement will be kept in the Human Resources personnel file for each employee.
4. For ATCO Electric consultants, contractors, and agents, a responsible employee of ATCO Electric 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 “Code Acknowledgement Documentation”). 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 ATCO Electric on an annual basis, addressed to a senior officer of the **Affiliate**.
6. On an annual basis, and within 60 days of the end of each calendar year, each ATCO Electric employee (excluding the Common Directors and Common Officers of ATCO Electric) 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 “Code Acknowledgement Documentation”). The written acknowledgements will be maintained in the Human Resources personnel file for each employee.
7. Within 90 days of the end of each calendar year, the ATCO Electric Human Resources Manager will provide the **Compliance Plan Committee** a written report (the “Employee Code Acknowledgements Report”), identifying which if any ATCO Electric employees have not completed the “Code Acknowledgement Documentation”).
8. The **Compliance Officer** will post the **Code** and the Compliance Plan on the ATCO Electric web site.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the Compliance Officer

Policy: The ATCO Electric **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 each 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 “Compliance Officer’s Report”). 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. The **Compliance Plan Committee** will review the “Compliance Officer’s Report” prior to filing the annual Compliance 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: ATCO Electric will prepare a **Compliance Plan**, review it at least annually, and update it as necessary.

Compliance Measures

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

7.6 The **Compliance Report**

Policy: ATCO Electric will prepare a **Compliance Report** in accordance with **Section 7.6** of the **Code**, and file it with the **EUB** within 120 days of the fiscal year end of ATCO Electric. The **Compliance Report** will be posted on ATCO Electric's web site, 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 ATCO Electric 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 ATCO Electric 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 ATCO Electric 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 ATCO Electric to the issues identified in the submission. ATCO Electric'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 EUB

Policy: The **Compliance Officer** shall ensure that instructions on how to refer disputes to the EUB are contained on the ATCO Electric website

Compliance Measures

1. Instructions for referring disputes to the EUB will be posted on the ATCO Electric 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 Amended Plan is effective as of December 19, 2007.

11 SCHEDULE A – OFFICER’S CERTIFICATE

To: The Alberta Energy and Utilities Board

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of ATCO Electric and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with ATCO Electric 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 ATCO Group Inter-Affiliate Code of Conduct (the Code).
3. I have read the Code, the Compliance Plan of ATCO Electric dated _____ and the Compliance Report of ATCO Electric 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 ATCO Electric, or by any Affiliate of ATCO Electric (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and ATCO Electric that is not fully and accurately described in the Compliance Report.

Name: _____

Title: _____

Date: _____

12 SCHEDULE B – COMPLIANCE REPORT

To: The ATCO Electric Compliance Officer and ATCO Electric Compliance Committee

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of ATCO Electric and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. Section _____ of the ATCO Electric Compliance Plan requires me to provide this Compliance Certificate on or before _____.
2. My position with ATCO Electric 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 _____, ATCO Electric 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: _____

13 SCHEDULE C – DIRECTORS’ RESOLUTION

[ATCO Electric Ltd.] (the "Corporation")

WHEREAS the Corporation is subject to the oversight by the Alberta Energy and Utilities Board ("EUB"),

AND WHEREAS the EUB has imposed an Inter-Affiliate Code of Conduct on the Corporation, pursuant to Decision 2003-040 dated May 22, 2003 (the "Code of Conduct");

AND WHEREAS the EUB approved a [Compliance Plan](#) in respect of the Code of Conduct by Decision 2005-013, dated February 22, 2005 (the "Compliance Plan");

AND WHEREAS the [Compliance Plan](#) requires yearly confirmation on behalf of the Corporation that the [Compliance Plan](#) has been carried out by the Corporation and its Directors.

AND WHEREAS the Board of Directors of the Corporation has been advised by the management of the Corporation, including the [Compliance Officer](#), as to the measures taken in respect of compliance, as well as having reviewed incidents relating to possible non-compliance, if any,

AND WHEREAS the Board of Directors has been provided with certificates of compliance by the appropriate officers of the Corporation.

BE IT RESOLVED THAT

1. the Board of Directors hereby confirms that it is aware of the Code of Conduct and related [Compliance Plan](#) and that, subject to the obligations and duties imposed on Directors under applicable statutory and common laws, the Corporation and the Board of Directors have complied with Sections 3.1.1 and 3.1.5 of the Code of Conduct and the [Compliance Plan](#) in respect thereof,
2. and hereby authorize and direct the [Compliance Officer](#) to so certify on behalf of the Corporation, the Corporation's compliance with the Code of Conduct and to execute all such documents, certificates, instruments or notices as may be required to give effect to the foregoing, including a certified copy of this resolution (collectively, the "Documents") to be in such form as the [Compliance Officer](#), upon the advice of legal counsel to the Corporation, deems necessary or appropriate, such determination to be conclusively evidenced by the execution and filing or delivery of such Documents.