



ATCO Electric Ltd.

ATCO Gas (a Division of ATCO Gas and Pipelines Ltd.)

ATCO Pipelines (a Division of ATCO Gas and Pipelines Ltd.)

Inter-Affiliate Code of Conduct Compliance Plans

February 22, 2005

ALBERTA ENERGY AND UTILITIES BOARD

Decision 2005-013: ATCO Electric Ltd.,
ATCO Gas (a Division of ATCO Gas and Pipelines Ltd.),
ATCO Pipelines (a Division of ATCO Gas and Pipelines Ltd.)
Inter-Affiliate Code of Conduct Compliance Plans
Application Nos. 1319546, 1319534, 1319536

February 22, 2005

Published by

Alberta Energy and Utilities Board
640 – 5 Avenue SW
Calgary, Alberta
T2P 3G4

Telephone: (403) 297-8311
Fax: (403) 297-7040

Web site: www.eub.gov.ab.ca

Contents

1	INTRODUCTION.....	1
2	BACKGROUND	1
3	ISSUES.....	2
	3.1 Use of the Code as Template	2
	3.2 Public Disclosure	2
4	ORDER	3
	APPENDIX 1 – ATCO ELECTRIC LTD. INTER-AFFILIATE COMPLINACE PLAN....	5
	APPENDIX 2 – ATCO GAS, A DIVISION OF ATCO GAS AND PIPELINES LTD., INTER-AFFILIATE COMPLIANCE PLAN	6
	APPENDIX 3 – ATCO PIPELINES, A DIVISION OF ATCO GAS AND PIPELINES LTD., INTER-AFFILIATE COMPLIANCE PLAN.....	7

ALBERTA ENERGY AND UTILITIES BOARD

Calgary Alberta

ATCO ELECTRIC LTD., ATCO GAS AND ATCO PIPELINES INTER-AFFILIATE CODE OF CONDUCT COMPLIANCE PLANS

**Decision 2005-013
Application Nos. 1319546, 1319534,
and 1319536**

1 INTRODUCTION

In the Directions contained in Decision 2003-040, the Alberta Energy and Utilities Board (Board) ordered that each ATCO Utility shall file its initial Compliance Plan with the Board on or before October 31, 2003.

In letters dated October 31, 2003, ATCO Electric Ltd. (AE), ATCO Gas, a division of ATCO Gas and Pipelines Ltd. (AG), and ATCO Pipelines, a division of ATCO Gas and Pipelines Ltd. (AP), filed their initial Compliance Plans for approval by the Board.

2 BACKGROUND

In Decision 2003-040 the Board developed a specific ATCO Group Inter-Affiliate Code of Conduct (Code), based on the record from the Affiliate Proceeding. The Board considered that a Code based on clear, equitable and sustainable standards and rules, complete with adequate compliance, audit, and dispute resolution provisions is in the interest of the utility and all of its stakeholders. The Board noted that standards alone are not sufficient to achieve the objectives of the Code. The objectives can only be fully realized through a demonstrated respect for the spirit and intent behind the words by those individuals to whom the Code applies.

The Board ordered each ATCO Utility to prepare a Compliance Plan. The Board required Compliance Plans to detail the measures, policies, procedures and monitoring mechanisms that the Utility will employ to ensure its full compliance with the provisions of the Code by the Utility, its directors, officers, employees, consultants, contractors and agents, and by Affiliates of the Utility with respect to the interactions of the Affiliates with the Utility.

In this application, AE, AG and AP are seeking Board approval of their Compliance Plans.

The Board considered the Compliance Plans in a collaborative manner by way of an iterative, consultative process. AE, AG and AP provided staff of the Utilities Branch Audit and Compliance Group (Board staff) with an initial draft of each of the Compliance Plans. Following review of the initial drafts, comments were provided to AE, AG and AP to improve the contents of the Plans and bring them into line with the requirements of the Code. This process was continued with AE, AG and AP providing revised drafts of the Compliance Plans and Board staff providing comments until Board staff considered that the Plans met the requirements of the Code.

AE, AG and AP provided the final version of the Compliance Plans to the Board on February 1, 2005, which were then reviewed by the Board. A copy of the final version of the AE Compliance Plan is reproduced in Appendix 1 to this Decision, a copy of the final version of the AG Compliance Plan is reproduced in Appendix 2 to this Decision and a copy of the final version of the AP Compliance Plan is reproduced in Appendix 3. For purposes of this Decision, therefore, the Board considers that the proceeding closed on February 1, 2005.

3 ISSUES

3.1 Use of the Code as Template

The Board notes that AE, AG and AP modeled the Compliance Plans on the requirements of the Code. The policies outlined in the Plans mirror the requirements laid out in the Code. These policies are supplemented by compliance measures designed to ensure that the policies are actually followed in practice. The Board is satisfied that the Compliance Plans address each of the requirements of the Code.

3.2 Public Disclosure

The Board notes that AE, AG and AP intend to publish the approved Compliance Plans on their websites and that they have included instructions on how to direct questions or comments regarding the plans to the respective utilities.

The Board considers that this will provide interested parties with an adequate opportunity to fully understand the Plans once they are approved, and to provide comment on them while they are in operation. In addition, there will be an independent audit process following the first full year of operation of the Compliance Plans. These activities will, in the Board's view, provide all interested parties with the opportunity to assess the effectiveness of the Plans and recommend any necessary changes.

4 ORDER

IT IS HEREBY ORDERED THAT:

- (1) For the reasons set out in this Decision, the Board approves the AE, AG and AP Compliance Plans, as attached to this Decision as [Appendix 1](#), [Appendix 2](#), and [Appendix 3](#) respectively.

Dated in Calgary, Alberta on February 22, 2005.

ALBERTA ENERGY AND UTILITIES BOARD

(original signed by)

B. T. McManus, Q.C.
Presiding Member

(original signed by)

T. McGee
Member

(original signed by)

M. J. Bruni, Q.C.
Acting Board Member

APPENDIX 1 – ATCO ELECTRIC LTD. INTER-AFFILIATE COMPLIANCE PLAN



ATCO Electric Ltd.
Inter-Affiliate Compliance

(consists of 27 pages)

**APPENDIX 2 – ATCO GAS, A DIVISION OF ATCO GAS AND PIPELINES LTD.,
INTER-AFFILIATE COMPLIANCE PLAN**



ATCO Gas
Inter-Affiliate Complie

(consists of 27 pages)

APPENDIX 3 – ATCO PIPELINES, A DIVISION OF ATCO GAS AND PIPELINES LTD., INTER-AFFILIATE COMPLIANCE PLAN



ATCO Pipelines
Inter-Affiliate Compliance

(consists of 28 pages)

ATCO ELECTRIC
INTER-AFFILIATE CODE OF CONDUCT
COMPLIANCE PLAN
January 31, 2005

Table of Contents

1	PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN	3
2	GENERAL PROVISIONS.....	3
2.1	Definitions.....	3
2.2	Interpretation	7
2.3	To Whom this Plan Applies	7
2.4	Coming into Force	7
2.5	Amendments to this Plan	7
2.6	Retained for Numbering Consistency	7
2.7	Authority of the EUB.....	7
3	GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES	7
3.1	Governance	7
3.1.1	Separate Operations	7
3.1.2	Retained for Numbering Consistency	8
3.1.3	Separate Management.....	8
3.1.4	Retained for Numbering Consistency.....	9
3.1.5	Guiding Principle.....	9
3.2	Degree of Separation.....	10
3.2.1	Accounting Separation.....	10
3.2.2	Physical Separation.....	10
3.2.3	Separation of Information Services	10
3.2.4	Financial Transactions with Affiliates.....	11
3.3	Resource Sharing	12
3.3.1	Sharing of Employees.....	12
3.3.2	Transferring of Employees	12
3.3.3	Sharing of Assets	13
3.3.4	Shared Services Permitted	14
3.3.5	Retained for Numbering Consistency.....	14
3.3.6	Occasional Services Permitted.....	15
3.3.7	Emergency Services Permitted	15
4	TRANSFER PRICING.....	16
4.1	For Profit Affiliate Services.....	16
4.2	Pricing For Profit Affiliate Services	17
4.2.1	Retained for Numbering Consistency.....	17
4.2.2	Retained for Numbering Consistency.....	17
4.3	Retained for Numbering Consistency	17
4.4	Asset Transfers.....	17
4.5	Retained for Numbering Consistency	17
4.6	Asset Transfers Between Utilities for Operational Efficiencies	17

5 EQUAL TREATMENT WITH RESPECT TO UTILITY SERVICES 18

5.1 Impartial Application of Tariff..... 18

5.2 Equal Access 18

5.3 No Undue Influence 19

5.4 Affiliate Activities..... 19

5.5 Name and Logo 19

5.6 Retained for Numbering Consistency 19

6 CONFIDENTIALITY OF INFORMATION 19

6.1 Utility Information 19

6.2 Management Exception..... 19

6.3 No Release of Confidential Information 20

6.4 Aggregated Confidential Information 21

7 COMPLIANCE MEASURES..... 21

7.1 Responsibility for Compliance..... 21

7.2 Communication of Code and Compliance Plan 21

7.3 Retained for Numbering Consistency 23

7.4 Responsibilities of the Compliance Officer 23

7.5 The Compliance Plan 23

7.6 The Compliance Report 23

7.7 Retained for Numbering Consistency 24

7.8 Retained for Numbering Consistency 24

8 DISPUTES, COMPLAINTS AND INQUIRIES 24

8.1 Filing with the Compliance Officer 24

8.2 Processing by Utility 24

 8.2.1 Compliance Officer Acknowledgment 24

 8.2.2 Disposition 24

8.3 Referral to the EUB..... 25

9 RETAINED FOR NUMBERING CONSISTENCY 25

9.1 Retained for Numbering Consistency 25

9.2 Retained for Numbering Consistency 25

10 EFFECTIVE DATE OF THE COMPLIANCE PLAN..... 25

11 SCHEDULE A – OFFICER’S CERTIFICATE 26

12 SCHEDULE B – COMPLIANCE REPORT 27

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](#):

W. James Beckett
Phone: (780) 420-7618
Fax: (780) 420-5098
Email: jim.beckett@atcoelectric.com

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](#);
 - (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](#);

Inter-Affiliate Code of Conduct Compliance Plans

- (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**.
- (g) **“Code”** means the ATCO Group Inter-Affiliate Code of Conduct.
- (h) **“Compliance Officer”** shall have the meaning ascribed thereto in **Section 7.3** of the **Code**.
- (i) **“Compliance Plan”** shall mean the document to be prepared and updated by ATCO Electric pursuant to **Section 7.5** of the **Code**.
- (i.1) **“Compliance Plan Committee”** shall mean a committee which shall meet at least quarterly, comprised of at least the following:
- President, ATCO Electric
 - Senior Vice President, Controller, ATCO Utilities
 - Controller, ATCO Electric
 - Human Resources Manager, ATCO Electric
 - Manager, Regulatory
 - **Compliance Officer**, ATCO Electric.
- (j) **“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.
- (j.1) **“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

Inter-Affiliate Code of Conduct Compliance Plans

- 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
- (k) **“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.
- (k.1) **“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 the ATCO Group of Companies.
- (l) **“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.
- (m) **“EUB”** means the Alberta Energy and Utilities Board.
- (n) **“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.
- (o) **“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.

Inter-Affiliate Code of Conduct Compliance Plans

- (p) **“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.
- (q) **“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.
- (r) **“Non-Utility Affiliate”** means an [Affiliate](#) that is not a [Utility](#).
- (s) **“Occasional Services”** shall have the meaning ascribed thereto in [Section 3.3.6](#) of the Code.
- (t) **“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).
- (u) **“Person”** means a “person” as defined in the [ABCA](#).
- (v) **“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](#).
- (w) **“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.
- (x) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2 (4) of the [ABCA](#).
- (y) **“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.

(z) “**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 **Corporate Governance Group**.
2. On an annual basis, the Compliance Officer will provide a formal education session to the Corporate Governance Group. Within 30 days of the end of the previous calendar year, the Corporate Secretary of the ATCO Group 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 their role in managing the business and affairs of ATCO Electric have been limited to providing corporate governance, policy, and strategic direction. 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 which preserves the form, and the spirit and intent of the **Code**, and this Plan.
3. The **Compliance Plan Committee** will review the above acknowledgement within 60 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: 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, the President of ATCO Electric will provide a notice in writing to the ATCO Electric **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 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.
3. At each meeting of the **Compliance Plan Committee**, the list of ATCO Electric management team members and officers 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.
2. All such directors, officers, or members of the management team of ATCO Electric who also act as directors, 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**.
3. Within 30 days of the end of each calendar year, all such directors, officers, or members of the management team of ATCO Electric who also act as directors, 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 his/her responsibilities in a manner which preserved the form, and the 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 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, 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: 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 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 ATCO Electric 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 ATCO Electric may only be provided in writing by the Senior Vice President, Controller, ATCO Utilities. 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 Senior Vice President, Controller, ATCO Utilities 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 ATCO Electric.
3. The Senior Vice President, Controller, ATCO Utilities 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 ATCO Electric and will provide a signed certificate in the form attached as Schedule "B" to this plan attesting that he has reviewed all **Information Services** shared with an **Affiliate** of 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.
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 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 certificate will be provided 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).

3.3 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, 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 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 ATCO Electric 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 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. The appropriate ATCO Electric 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 ATCO Electric. 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 ATCO Electric Human Resources Manager.
2. The ATCO Electric Human Resources Manager will retain the confidentiality agreement on file, and provide a quarterly 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 report on transferring ATCO Electric 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: 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 30 days of the end of each calendar year, the Controller will provide an annual report to the Compliance Officer of all plant, assets and equipment

shared with [Utility Affiliates](#), identifying that methods used to ensure that such sharing is done on a [Cost Recovery Basis](#), the percentage of costs borne by each party and that these percentages were appropriate.

4. The [Compliance Plan Committee](#) will review the above report within 60 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: 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 [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 ATCO Electric 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 ATCO Electric 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 ATCO Electric 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: 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 Compliance Officer will ensure that all **Occasional Services** provided to, or received by an **Affiliate** are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order, or similar instrument.
2. Within 30 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of **Occasional Services** provided by ATCO Electric to an **Affiliate** and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (k) of the **Compliance Report**, to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the above report within 60 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, ATCO Electric may receive, or provide, services and resources to, or from, an **Affiliate on a Cost Recovery Basis**.

Compliance Measures

1. The Compliance Officer will ensure that all emergency services and resources provided to, or received by an **Affiliate** in the event of an emergency are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order or similar instrument.
2. Within 30 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of Emergency Services provided by ATCO Electric to an **Affiliate** and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (l) of the **Compliance Report**, to the Compliance Plan Committee.

3. The Compliance Plan Committee will review the above report within 60 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: 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**, and a business case identifying that it is prudent to obtain the **For Profit Affiliate Service** will be reviewed and approved by the **Compliance Plan Committee**. The business case must contain adequate evidence (on a net present value basis appropriate to the life cycle or operating cycle of the services involved) to conclude that the decision to out-source is the lowest cost option for customers, and that the **For Profit Affiliate Services** have been acquired at a price which is no more than **Fair Market Value**. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.

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

5. At the first meeting of the **Compliance Plan Committee** following the anniversary date of each **For Profit Affiliate Service Services Agreement** between ATCO Electric and

an **Affiliate**, the **For Profit Affiliate Service** will be reviewed. The results of the review will be reflected in the minutes of the meeting. Any **For Profit Affiliate Service** which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the Service Agreement.

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

4.2 Pricing **For Profit Affiliate Services**

4.2.1 Retained for Numbering Consistency

4.2.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

Policy: Assets transferred, mortgaged, leased or otherwise disposed of by 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 30 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any asset transfers between ATCO Electric 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 60 days of the end of the previous 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 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 30 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any arrangements for obtaining Operational Efficiencies between 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 60 days of the end of the previous calendar year, the **Compliance Plan Committee** will review the above 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, 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: 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, 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: 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 (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 ATCO Electric. The acknowledgement will be kept in the Human Resources personnel file.
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 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 the previous calendar year, each ATCO Electric 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 90 days of the end of the previous calendar year, the ATCO Electric Human Resources Manager will provide the [Compliance Plan Committee](#) a written report, identifying which if any ATCO Electric 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 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 60 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: 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 plan comes into effect on mm-dd-yyyy.

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: _____

ATCO GAS
INTER-AFFILIATE CODE OF CONDUCT
COMPLIANCE PLAN
January 31, 2005

Table of Contents

1	PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN	3
2	GENERAL PROVISIONS.....	3
2.1	Definitions.....	3
2.2	Interpretation	7
2.3	To Whom this Plan Applies	7
2.4	Coming into Force	7
2.5	Amendments to this Plan	7
2.6	Retained for Numbering Consistency	7
2.7	Authority of the EUB.....	7
3	GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES	7
3.1	Governance	7
3.1.1	Separate Operations	7
3.1.2	Retained for Numbering Consistency	8
3.1.3	Separate Management.....	8
3.1.4	Retained for Numbering Consistency.....	9
3.1.5	Guiding Principle.....	9
3.2	Degree of Separation.....	9
3.2.1	Accounting Separation.....	9
3.2.2	Physical Separation.....	10
3.2.3	Separation of Information Services	10
3.2.4	Financial Transactions with Affiliates.....	11
3.3	Resource Sharing	12
3.3.1	Sharing of Employees.....	12
3.3.2	Transferring of Employees	12
3.3.3	Sharing of Assets	13
3.3.4	Shared Services Permitted	14
3.3.5	Retained for Numbering Consistency.....	14
3.3.6	Occasional Services Permitted.....	14
3.3.7	Emergency Services Permitted	15
4	TRANSFER PRICING.....	16
4.1	For Profit Affiliate Services.....	16
4.2	Pricing For Profit Affiliate Services	17
4.2.1	Retained for Numbering Consistency.....	17
4.2.2	Retained for Numbering Consistency.....	17
4.3	Retained for Numbering Consistency	17
4.4	Asset Transfers.....	17
4.5	Retained for Numbering Consistency	17
4.6	Asset Transfers Between Utilities for Operational Efficiencies	17

5	EQUAL TREATMENT WITH RESPECT TO UTILITY SERVICES	18
5.1	Impartial Application of Tariff.....	18
5.2	Equal Access	18
5.3	No Undue Influence	18
5.4	Affiliate Activities.....	19
5.5	Name and Logo	19
5.6	Retained for Numbering Consistency	19
6	CONFIDENTIALITY OF INFORMATION	19
6.1	Utility Information	19
6.2	Management Exception.....	19
6.3	No Release of Confidential Information	20
6.4	Aggregated Confidential Information	20
7	COMPLIANCE MEASURES.....	21
7.1	Responsibility for Compliance.....	21
7.2	Communication of Code and Compliance Plan	21
7.3	Retained for Numbering Consistency	22
7.4	Responsibilities of the Compliance Officer	22
7.5	The Compliance Plan	23
7.6	The Compliance Report	23
7.7	Retained for Numbering Consistency	23
7.8	Retained for Numbering Consistency	23
8	DISPUTES, COMPLAINTS AND INQUIRIES.....	23
8.1	Filing with the Compliance Officer	23
8.2	Processing by Utility	24
8.2.1	Compliance Officer Acknowledgment	24
8.2.2	Disposition	24
8.3	Referral to the EUB.....	25
9	RETAINED FOR NUMBERING CONSISTENCY	25
9.1	Retained for Numbering Consistency	25
9.2	Retained for Numbering Consistency	25
10	EFFECTIVE DATE OF THE COMPLIANCE PLAN.....	25
11	SCHEDULE A – OFFICER’S CERTIFICATE	26
12	SCHEDULE B – COMPLIANCE REPORT	27

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

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

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

W. James Beckett
Phone: (780) 420-7618
Fax: (780) 420-5098
Email: jim.beckett@atcogas.com

Copies of the [Code](#) and this [Compliance Plan](#) are available at www.atcogas.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 Gas:
 - (i) an “affiliate” as defined in the [ABCA](#);
 - (ii) a unit or division within ATCO Gas or any [Body Corporate](#) referred to in clause (b) (i) above;
 - (iii) a partnership, joint venture, or [Person](#) in which ATCO Gas 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 Gas or such [Body Corporate](#);
 - (iv) any partnership, joint venture, or [Person](#) deemed by the [EUB](#) to be an Affiliate of ATCO Gas for the purposes of the [Code](#); and

Inter-Affiliate Code of Conduct Compliance Plans

- (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 Gas or by ATCO Gas 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**.
- (g) **“Code”** means the ATCO Group Inter-Affiliate Code of Conduct.
- (h) **“Compliance Officer”** shall have the meaning ascribed thereto in **Section 7.3** of the Code.
- (i) **“Compliance Plan”** shall mean the document to be prepared and updated by ATCO Gas pursuant to **Section 7.5** of the Code.
- (i.1) **“Compliance Plan Committee”** shall mean a committee which shall meet at least quarterly, comprised of at least the following:
- President, ATCO Gas
 - Senior Vice President, Controller, ATCO Utilities
 - Controller, ATCO Gas
 - Human Resources Manager, ATCO Gas
 - Manager, Regulatory
 - **Compliance Officer**, ATCO Gas.
- (j) **“Compliance Report”** shall have the meaning ascribed thereto in **Section 7.6** of the Code. Quarterly, ATCO Gas 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.
- (j.1) **“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 Gas 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 Gas tariff
 - equal access to Utility Services
 - avoiding undue influence of customers with respect to Affiliates
 - ensuring Affiliate compliance with the Code

Inter-Affiliate Code of Conduct Compliance Plans

- appropriate use of the ATCO Gas 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
- (k) **“Confidential Information”** means any information relating to a specific customer or potential customer of ATCO Gas, which information ATCO Gas has obtained or compiled in the process of providing current or prospective [Utility Services](#) and which is not otherwise available to the public.
- (k.1) **“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 the ATCO Group of Companies.
- (l) **“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 Gas of an [Affiliate’s](#) services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Gas, acting prudently;
 - (iv) the use by an [Affiliate](#) of ATCO Gas’ services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Gas, 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.
- (m) **“EUB”** means the Alberta Energy and Utilities Board.
- (n) **“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.
- (o) **“For Profit Affiliate Service”** means any service, provided on a for-profit basis:
- (i) by ATCO Gas to a [Non-Utility Affiliate](#), other than a [Utility Service](#); or
 - (ii) by a [Non-Utility Affiliate](#) to ATCO Gas.
- (p) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by ATCO Gas relating to ATCO Gas customers or ATCO Gas operations.

- (q) **“Major Transaction”** means a transaction or series of related transactions within a calendar year between ATCO Gas 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.
- (r) **“Non-Utility Affiliate”** means an [Affiliate](#) that is not a [Utility](#).
- (s) **“Occasional Services”** shall have the meaning ascribed thereto in [Section 3.3.6](#) of the Code.
- (t) **“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).
- (u) **“Person”** means a “person” as defined in the [ABCA](#).
- (v) **“Services Agreement”** means an agreement entered into between ATCO Gas 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 Gas and each [Affiliate](#) party to the agreement that the agreement complies with the [Code](#).
- (w) **“Shared Service”** means any service, other than a [Utility Service](#) or a [For Profit Affiliate Services](#), provided on a [Cost Recovery Basis](#) by ATCO Gas to an [Affiliate](#) or by an [Affiliate](#) to ATCO Gas.
- (x) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2 (4) of the [ABCA](#).
- (y) **“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.
- (z) **“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 Gas are obligated to comply with this Plan and all directors, officers, employees, consultants, contractors and agents of [Affiliates](#) of ATCO Gas are obligated to comply with this Plan to the extent they interact with ATCO Gas.

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 Gas 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 Gas 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 Gas **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 30 days of the end of the previous calendar year, the Corporate Secretary of the ATCO Group 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 their role in managing the business and affairs of ATCO Gas have been limited to providing corporate governance, policy, and strategic direction. 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 which preserves the form, and the spirit and intent of the **Code**, and this Plan.
3. The **Compliance Plan Committee** will review the above acknowledgement within 60 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: ATCO Gas 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 Gas management team, or changing the ATCO Gas officers, the President of ATCO Gas will provide a notice in writing to the ATCO Gas **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 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 Gas **Compliance Officer** will maintain an up-to-date list of ATCO Gas management team members and officers.

3. At each meeting of the [Compliance Plan Committee](#), the list of ATCO Gas management team members and officers will be compared to the current management team members and officers of ATCO Gas' [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 Gas and as a director, officer or member of a management team of an [Affiliate](#) of ATCO Gas 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 Gas who act as directors, officers, or members of the management team of an [Affiliate](#) of ATCO Gas.

2. All such directors, officers, or members of the management team of ATCO Gas who also act as directors, officers, or members of the management team of an [Affiliate](#) of ATCO Gas 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](#).

3. Within 30 days of the end of each calendar year, all such directors, officers, or members of the management team of ATCO Gas who also act as directors, officers, or members of the management team of an [Affiliate](#) of ATCO Gas will provide a signed certificate to the [Compliance Officer](#) that stipulates that he/she carried his/her responsibilities in a manner which preserved the form, and the 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 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 Gas shall have separate financial records and books of accounts from all [Affiliates](#).

Compliance Measures

1. The Controller, ATCO Gas will ensure the accounts and records of ATCO Gas are kept separate from the accounts and records of all [Affiliates](#).
2. The Controller, ATCO Gas 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: ATCO Gas 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 Gas is located in the same building as a [Non-Utility Affiliate](#), ATCO Gas will institute appropriate security controlled access, through the use of receptionists, keyed locks, or card-key access.
2. The Compliance Officer, ATCO Gas will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the physical separation of ATCO Gas 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 ATCO Gas 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 ATCO Gas may only be provided in writing by the Senior Vice President, Controller, ATCO Utilities. 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 Senior Vice President, Controller, ATCO Utilities 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 ATCO Gas.

3. The Senior Vice President, Controller, ATCO Utilities 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 ATCO Gas and will provide a signed certificate in the form attached as Schedule “B” to this plan attesting that he has reviewed all Information Services shared with an Affiliate of ATCO Gas and that all access by Affiliates of ATCO Gas 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 ATCO Gas 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 Gas will review all loans, investments, or other financial support provided to a [Non-Utility Affiliate](#) to ensure compliance with section 3.2.4 of the [Code](#) and Plan.

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

3.3 Resource Sharing

3.3.1 Sharing of Employees

Policy: ATCO Gas 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 Gas employees may not be shared with an [Affiliate](#) without the written permission of the appropriate Vice President of ATCO Gas, who will provide the signed permission to the ATCO Gas Human Resources Manager.

2. The ATCO Gas 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 Gas 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 ATCO Gas 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 ATCO Gas 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. The appropriate ATCO Gas 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 ATCO Gas. 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 ATCO Gas Human Resources Manager.

2. The ATCO Gas Human Resources Manager will retain the confidentiality agreement on file, and provide a quarterly report to the Compliance Officer on all instances of ATCO Gas 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 ATCO Gas 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: Plant, assets and equipment of ATCO Gas shall be separated in ownership and separated physically from the plant, assets and equipment of [Non-Utility Affiliates](#). Where ATCO Gas 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 Gas 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 30 days of the end of each calendar year, the Controller will provide an annual report to the Compliance Officer of all plant, assets and equipment shared with [Utility Affiliates](#), identifying that methods used to ensure that such sharing is done on a [Cost Recovery Basis](#), the percentage of costs borne by each party and that these percentages were appropriate.

4. The [Compliance Plan Committee](#) will review the above report within 60 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: ATCO Gas may obtain [Shared Services](#) from, or provide [Shared Services](#) to, an [Affiliate](#) where it is prudent to do so, provided that each of ATCO Gas 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 [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 ATCO Gas 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 ATCO Gas 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 ATCO Gas 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: ATCO Gas may receive, or provide, one-off, infrequent, or [Occasional Services](#) to, or from, an [Affiliate](#) on a [Cost Recovery Basis](#), documented by way of a work order, purchase order, or similar instrument, where the [Occasional Services](#) are not material as to value, frequency, or use of resources.

Compliance Measures

1. The Compliance Officer will ensure that all **Occasional Services** provided to, or received by an **Affiliate** are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order, or similar instrument.
2. Within 30 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of **Occasional Services** provided by ATCO Gas to an Affiliate and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (k) of the **Compliance Report**, to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the above report within 60 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, ATCO Gas may receive, or provide, services and resources to, or from, an **Affiliate on a **Cost Recovery Basis**.**

Compliance Measures

1. The Compliance Officer will ensure that all emergency services and resources provided to, or received by an **Affiliate** in the event of an emergency are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order or similar instrument.
2. Within 30 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of Emergency Services provided by ATCO Gas to an Affiliate and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (l) of the **Compliance Report**, to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the above report within 60 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: ATCO Gas 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 Gas 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, and a business case identifying that it is prudent to obtain the For Profit Affiliate Service will be reviewed and approved by the Compliance Plan Committee. The business case must contain adequate evidence (on a net present value basis appropriate to the life cycle or operating cycle of the services involved) to conclude that the decision to out-source is the lowest cost option for customers, and that the For Profit Affiliate Services have been acquired at a price which is no more than Fair Market Value. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.
4. Prior to implementing a new or revised For Profit Affiliate Service to provide services to an Affiliate, the Services Agreement, and a description of the process used to determine that the For Profit Affiliate Service is to be provided at a price which is no less than Fair Market Value will be reviewed and approved by the Compliance Plan Committee. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.
5. At the first meeting of the Compliance Plan Committee following the anniversary date of each For Profit Affiliate Service Services Agreement between ATCO Gas and an Affiliate, the For Profit Affiliate Service will be reviewed. The results of the review will be reflected in the minutes of the meeting. Any For Profit Affiliate Service which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the Service Agreement.
6. Failure to provide a report described in item 1 above will be treated as an inquiry under the Code (see Section 8).

4.2 Pricing For Profit Affiliate Services

4.2.1 Retained for Numbering Consistency

4.2.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

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

Compliance Measures

1. The Controller of ATCO Gas will approve any asset transfers, mortgages, leases, or other dispositions by ATCO Gas to an **Affiliate**, or by an **Affiliate** to ATCO Gas, 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 30 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any asset transfers between ATCO Gas 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 60 days of the end of the previous 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 ATCO Gas 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 Gas 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 Gas 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 Gas and Utility Affiliates, will be done on a Cost Recovery Basis.
2. Within 30 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any arrangements for obtaining Operational Efficiencies between ATCO Gas 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 60 days of the end of the previous calendar year, the Compliance Plan Committee will review the above 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 Gas 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 Gas 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 Gas 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 Gas.

See the Compliance Measures in Section 7.2 of this Plan.

5.3 No Undue Influence

Policy: ATCO Gas shall not condition or otherwise tie the receipt of Utility Services to a requirement that a customer must also deal with an Affiliate. ATCO Gas shall ensure that its employees do not explicitly or by

implication, suggest that an advantage will accrue to a customer in dealing with ATCO Gas if the customer also deals with an Affiliate of ATCO Gas.

See the Compliance Measures in Section 7.2 of this Plan.

5.4 Affiliate Activities

Policy: ATCO Gas 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 Gas shall take reasonable steps to ensure that an Affiliate does not use ATCO Gas' name, logo or other distinguishing characteristics in a manner which would mislead consumers as to the distinction or lack of distinction between ATCO Gas 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 Gas shall not provide Non-Utility Affiliates with information relating to the planning, operations, finances or strategy of ATCO Gas 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 Gas 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 Gas 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 Gas 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 Gas 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 Gas 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: ATCO Gas 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 Gas shall not disclose such aggregated customer information to an Affiliate prior to making such information publicly available.

Compliance Measures

1. If management of ATCO Gas 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 Gas 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: ATCO Gas 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 Gas.

See the Compliance Measures in Section 7.2 of this Plan.

7.2 Communication of Code and Compliance Plan

Policy: ATCO Gas 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 Gas web site.

Compliance Measures

1. Each director, officer, employee, consultant, contractor, agent and Affiliate of ATCO Gas will receive a copy of the Code on commencement of their relationship with ATCO Gas.
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 Gas 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 ATCO Gas. The acknowledgement will be kept in the Human Resources personnel file.

4. For ATCO Gas consultants, contractors, and agents, a responsible employee of ATCO Gas 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 ATCO Gas 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 the previous calendar year, each ATCO Gas 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 90 days of the end of the previous calendar year, the ATCO Gas Human Resources Manager will provide the [Compliance Plan Committee](#) a written report, identifying which if any ATCO Gas 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 ATCO Gas web site.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the Compliance Officer

Policy: The ATCO Gas [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 60 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: ATCO Gas will prepare a [Compliance Plan](#), review it at least annually, and update it as necessary.

Compliance Measures

1. A copy of the current ATCO Gas [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 Gas 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 Gas. The [Compliance Report](#) will be posted on ATCO Gas' 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 Gas 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 Gas 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 Gas 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 Gas to the issues identified in the submission. ATCO Gas' 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 Gas website

Compliance Measures

1. Instructions for referring disputes to the EUB will be posted on the ATCO Gas 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 on mm-dd-yyyy.

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 Gas and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with ATCO Gas 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 Gas dated _____ and the Compliance Report of ATCO Gas 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 Gas, or by any Affiliate of ATCO Gas (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and ATCO Gas that is not fully and accurately described in the Compliance Report.

Name: _____

Title: _____

Date: _____

12 SCHEDULE B – COMPLIANCE REPORT

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

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

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

ATCO PIPELINES
INTER-AFFILIATE CODE OF CONDUCT
COMPLIANCE PLAN
February 1, 2005

Table of Contents

1	PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN	3
2	GENERAL PROVISIONS.....	3
2.1	Definitions.....	3
2.2	Interpretation	7
2.3	To Whom this Plan Applies	7
2.4	Coming into Force	7
2.5	Amendments to this Plan	7
2.6	Retained for Numbering Consistency	7
2.7	Authority of the EUB.....	7
3	GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES	7
3.1	Governance	7
3.1.1	Separate Operations	7
3.1.2	Retained for Numbering Consistency	8
3.1.3	Separate Management.....	8
3.1.4	Retained for Numbering Consistency.....	9
3.1.5	Guiding Principle.....	9
3.2	Degree of Separation.....	10
3.2.1	Accounting Separation.....	10
3.2.2	Physical Separation.....	10
3.2.3	Separation of Information Services	11
3.2.4	Financial Transactions with Affiliates.....	11
3.3	Resource Sharing	12
3.3.1	Sharing of Employees.....	12
3.3.2	Transferring of Employees	13
3.3.3	Sharing of Assets	13
3.3.4	Shared Services Permitted	14
3.3.5	Retained for Numbering Consistency.....	15
3.3.6	Occasional Services Permitted.....	15
3.3.7	Emergency Services Permitted	15
4	TRANSFER PRICING.....	16
4.1	For Profit Affiliate Services.....	16
4.2	Pricing For Profit Affiliate Services	17
4.2.1	Retained for Numbering Consistency.....	17
4.2.2	Retained for Numbering Consistency.....	17
4.3	Retained for Numbering Consistency	17
4.4	Asset Transfers.....	17
4.5	Retained for Numbering Consistency	18
4.6	Asset Transfers Between Utilities for Operational Efficiencies	18

5	EQUAL TREATMENT WITH RESPECT TO UTILITY SERVICES	19
5.1	Impartial Application of Tariff.....	19
5.2	Equal Access	19
5.3	No Undue Influence	19
5.4	Affiliate Activities.....	19
5.5	Name and Logo	20
5.6	Retained for Numbering Consistency	20
6	CONFIDENTIALITY OF INFORMATION	20
6.1	Utility Information	20
6.2	Management Exception.....	20
6.3	No Release of Confidential Information	20
6.4	Aggregated Confidential Information	21
7	COMPLIANCE MEASURES.....	22
7.1	Responsibility for Compliance.....	22
7.2	Communication of Code and Compliance Plan	22
7.3	Retained for Numbering Consistency	23
7.4	Responsibilities of the Compliance Officer	23
7.5	The Compliance Plan	24
7.6	The Compliance Report	24
7.7	Retained for Numbering Consistency	24
7.8	Retained for Numbering Consistency	25
8	DISPUTES, COMPLAINTS AND INQUIRIES.....	25
8.1	Filing with the Compliance Officer	25
8.2	Processing by Utility	25
8.2.1	Compliance Officer Acknowledgment	25
8.2.2	Disposition	25
8.3	Referral to the EUB.....	26
9	RETAINED FOR NUMBERING CONSISTENCY	26
9.1	Retained for Numbering Consistency	26
9.2	Retained for Numbering Consistency	26
10	EFFECTIVE DATE OF THE COMPLIANCE PLAN.....	26
11	SCHEDULE A – OFFICER’S CERTIFICATE	27
12	SCHEDULE B – COMPLIANCE REPORT	28

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

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

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

Wayne Wright
Phone: (403) 245-7678
Fax: (403) 245-7433
Email: wayne.wright@atcopipelines.com

Copies of the [Code](#) and this [Compliance Plan](#) are available at www.atcopipelines.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 Pipelines:
 - (i) an “affiliate” as defined in the [ABCA](#);
 - (ii) a unit or division within ATCO Pipelines or any [Body Corporate](#) referred to in clause (b) (i) above;
 - (iii) a partnership, joint venture, or [Person](#) in which ATCO Pipelines 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 Pipelines or such [Body Corporate](#);
 - (iv) any partnership, joint venture, or [Person](#) deemed by the [EUB](#) to be an Affiliate of ATCO Pipelines for the purposes of the [Code](#); and

Inter-Affiliate Code of Conduct Compliance Plans

- (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 Pipelines or by ATCO Pipelines 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**.
- (g) **“Code”** means the ATCO Group Inter-Affiliate Code of Conduct.
- (h) **“Compliance Officer”** shall have the meaning ascribed thereto in **Section 7.3** of the Code.
- (i) **“Compliance Plan”** shall mean the document to be prepared and updated by ATCO Pipelines pursuant to **Section 7.5** of the Code.
- (i.1) **“Compliance Plan Committee”** shall mean a committee which shall meet at least quarterly, comprised of at least the following:
- President, ATCO Pipelines
 - Controller, ATCO Pipelines
 - Manager, Corporate Services, ATCO Pipelines
 - Senior Manager, Regulatory, ATCO Pipelines
 - **Compliance Officer**, ATCO Pipelines
- (j) **“Compliance Report”** shall have the meaning ascribed thereto in **Section 7.6** of the Code. Quarterly, ATCO Pipelines 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.
- (j.1) **“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 Pipelines 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 Pipelines tariff
 - equal access to Utility Services
 - avoiding undue influence of customers with respect to Affiliates
 - ensuring Affiliate compliance with the Code

Inter-Affiliate Code of Conduct Compliance Plans

- appropriate use of the ATCO Pipelines 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
- (k) **“Confidential Information”** means any information relating to a specific customer or potential customer of ATCO Pipelines, which information ATCO Pipelines has obtained or compiled in the process of providing current or prospective [Utility Services](#) and which is not otherwise available to the public.
- (k.1) **“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 the ATCO Group of Companies.
- (l) **“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 Pipelines of an [Affiliate’s](#) services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Pipelines, acting prudently;
 - (iv) the use by an [Affiliate](#) of ATCO Pipelines’ services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Pipelines, 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.
- (m) **“EUB”** means the Alberta Energy and Utilities Board.
- (n) **“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.
- (o) **“For Profit Affiliate Service”** means any service, provided on a for-profit basis:
- (i) by ATCO Pipelines to a [Non-Utility Affiliate](#), other than a [Utility Service](#); or
 - (ii) by a [Non-Utility Affiliate](#) to ATCO Pipelines.
- (p) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by ATCO Pipelines relating to ATCO Pipelines customers or ATCO Pipelines operations.

- (q) **“Major Transaction”** means a transaction or series of related transactions within a calendar year between ATCO Pipelines 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.
- (r) **“Non-Utility Affiliate”** means an [Affiliate](#) that is not a [Utility](#).
- (s) **“Occasional Services”** shall have the meaning ascribed thereto in [Section 3.3.6](#) of the Code.
- (t) **“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).
- (u) **“Person”** means a “person” as defined in the [ABCA](#).
- (v) **“Services Agreement”** means an agreement entered into between ATCO Pipelines 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 Pipelines and each [Affiliate](#) party to the agreement that the agreement complies with the [Code](#).
- (w) **“Shared Service”** means any service, other than a [Utility Service](#) or a [For Profit Affiliate Services](#), provided on a [Cost Recovery Basis](#) by ATCO Pipelines to an [Affiliate](#) or by an [Affiliate](#) to ATCO Pipelines.
- (x) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2 (4) of the [ABCA](#).
- (y) **“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.
- (z) **“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 Pipelines are obligated to comply with this Plan and all directors, officers, employees, consultants, contractors and agents of [Affiliates](#) of ATCO Pipelines are obligated to comply with this Plan to the extent they interact with ATCO Pipelines.

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 Pipelines 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 Pipelines 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 Pipelines **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 30 days of the end of the previous calendar year, the Corporate Secretary of the ATCO Group 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 their role in managing the business and affairs of ATCO Pipelines have been limited to providing corporate governance, policy, and strategic direction. 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 which preserves the form, and the spirit and intent of the **Code**, and this Plan.
3. The **Compliance Plan Committee** will review the above acknowledgement within 60 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: ATCO Pipelines 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 Pipelines management team, or changing the ATCO Pipelines officers, the President of ATCO Pipelines will provide a notice in writing to the ATCO Pipelines **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 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 Pipelines **Compliance Officer** will maintain an up-to-date list of ATCO Pipelines management team members and officers.

3. At each meeting of the [Compliance Plan Committee](#), the list of ATCO Pipelines management team members and officers will be compared to the current management team members and officers of ATCO Pipelines' [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 Pipelines and as a director, officer or member of a management team of an [Affiliate](#) of ATCO Pipelines 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 Pipelines who act as directors, officers, or members of the management team of an [Affiliate](#) of ATCO Pipelines.

2. All such directors, officers, or members of the management team of ATCO Pipelines who also act as directors, officers, or members of the management team of an [Affiliate](#) of ATCO Pipelines will, on commencement of such dual responsibilities, and within 30 days of the end of each calendar year, 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](#).

3. Within 30 days of the end of each calendar year, all such directors, officers, or members of the management team of ATCO Pipelines who also act as directors, officers, or members of the management team of an [Affiliate](#) of ATCO Pipelines will provide a signed certificate to the [Compliance Officer](#) that stipulates that he/she carried his/her responsibilities in a manner which preserved the form, and the 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 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 Pipelines shall have separate financial records and books of accounts from all **Affiliates**.

Compliance Measures

1. The Controller, ATCO Pipelines will ensure the accounts and records of ATCO Pipelines are kept separate from the accounts and records of all **Affiliates**.
2. The Controller, ATCO Pipelines 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: ATCO Pipelines 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 Pipelines is located in the same building as a **Non-Utility Affiliate**, ATCO Pipelines will institute appropriate security controlled access, through the use of receptionists, keyed locks, or card-key access.
2. The Compliance Officer, ATCO Pipelines will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the physical separation of ATCO Pipelines 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 ATCO Pipelines 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 ATCO Pipelines may only be provided in writing by the Vice President, Commercial, ATCO Pipelines. A copy of each approval so issued will be provided to the Compliance Officer who will maintain a record of the above approvals.
2. The Vice President, Commercial 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 ATCO Pipelines.
3. The Vice President, Commercial 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 ATCO Pipelines and will provide a signed certificate in the form attached as Schedule “B” to this plan attesting that he has reviewed all Information Services shared with an Affiliate of ATCO Pipelines and that all access by Affiliates of ATCO Pipelines 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 ATCO Pipelines 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 Pipelines will review all loans, investments, or other financial support provided to a **Non-Utility Affiliate** to ensure compliance with section 3.2.4 of the **Code** and Plan.
2. The Controller will provide a signed certificate in the form attached to this Plan as Schedule “B” attesting that any loans, investments, or other financial support provided to a **Non-Utility Affiliate** have been provided on terms no more favourable than what the **Non-Utility Affiliate** would be able to obtain as a stand-alone entity. The certificate will be provided to the Compliance Officer within 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).

3.3 Resource Sharing

3.3.1 Sharing of Employees

Policy: ATCO Pipelines 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 Pipelines employees may not be shared with an **Affiliate** without the written permission of the appropriate Vice-President of ATCO Pipelines, who will provide the signed permission to the ATCO Pipelines Manager, Corporate Services.
2. The ATCO Pipelines Manager, Corporate Services will retain the written permission on file, and provide a quarterly report to the Compliance Officer on all instances of sharing ATCO Pipelines 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 ATCO Pipelines 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 ATCO Pipelines 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. The appropriate ATCO Pipelines 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 ATCO Pipelines. 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 ATCO Pipelines Manager, Corporate Services.
2. The ATCO Pipelines Manager, Corporate Services will retain the confidentiality agreement on file, and provide a quarterly report to the Compliance Officer on all instances of ATCO Pipelines 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 ATCO Pipelines 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: Plant, assets and equipment of ATCO Pipelines shall be separated in ownership and separated physically from the plant, assets and equipment of **Non-Utility Affiliates**. Where ATCO Pipelines 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 Pipelines 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 30 days of the end of each calendar year, the Controller will provide an annual report to the Compliance Officer of all plant, assets and equipment shared with [Utility Affiliates](#), identifying that methods used to ensure that such sharing is done on a [Cost Recovery Basis](#), the percentage of costs borne by each party and that these percentages were appropriate.
4. The [Compliance Plan Committee](#) will review the above report within 60 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: ATCO Pipelines may obtain [Shared Services](#) from, or provide [Shared Services](#) to, an [Affiliate](#) where it is prudent to do so, provided that each of ATCO Pipelines 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 [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 ATCO Pipelines 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 ATCO Pipelines 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 ATCO Pipelines 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: ATCO Pipelines may receive, or provide, one-off, infrequent, or **Occasional Services** to, or from, an **Affiliate on a Cost Recovery Basis**, documented by way of a work order, purchase order, or similar instrument, where the **Occasional Services** are not material as to value, frequency, or use of resources.

Compliance Measures

1. The Compliance Officer will ensure that all **Occasional Services** provided to, or received by an **Affiliate** are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order, or similar instrument.
2. Within 30 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of **Occasional Services** provided by ATCO Pipelines to an **Affiliate** and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (k) of the **Compliance Report**, to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the above report within 60 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, ATCO Pipelines may receive, or provide, services and resources to, or from, an **Affiliate on a Cost Recovery Basis**.

Compliance Measures

1. The Compliance Officer will ensure that all emergency services and resources provided to, or received by an [Affiliate](#) in the event of an emergency are provided on a [Cost Recovery Basis](#), and are documented by way of an approved work order, purchase order or similar instrument.
2. Within 30 days of the end of the previous calendar year, the Compliance Officer will provide the necessary report of Emergency Services provided by ATCO Pipelines to an Affiliate and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (l) of the [Compliance Report](#), to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the above report within 60 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: ATCO Pipelines 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 Pipelines 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](#), and a business case identifying that it is prudent to obtain the [For Profit Affiliate Service](#) will be reviewed and approved by the [Compliance Plan Committee](#). The business case must contain adequate evidence (on a net present value basis appropriate to the life cycle or operating cycle of the services involved) to conclude that the decision to out-source is the lowest cost option for customers, and that the [For Profit Affiliate Services](#) have been acquired at a price which is no more than [Fair Market Value](#). Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.

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

5. At the first meeting of the [Compliance Plan Committee](#) following the anniversary date of each [For Profit Affiliate Service Services Agreement](#) between ATCO Pipelines and an [Affiliate](#), the [For Profit Affiliate Service](#) will be reviewed. The results of the review will be reflected in the minutes of the meeting. Any [For Profit Affiliate Service](#) which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the Service Agreement.

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

4.2 Pricing [For Profit Affiliate Services](#)

4.2.1 Retained for Numbering Consistency

4.2.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

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

Compliance Measures

1. The Controller of ATCO Pipelines will approve any asset transfers, mortgages, leases, or other dispositions by ATCO Pipelines to an [Affiliate](#), or by an [Affiliate](#) to ATCO Pipelines, 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 30 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any asset transfers between ATCO Pipelines 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 60 days of the end of the previous 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 ATCO Pipelines 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 Pipelines 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 Pipelines 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 Pipelines and Utility Affiliates, will be done on a Cost Recovery Basis.
2. Within 30 days of the end of the previous calendar year, the Controller will provide a report to the Compliance Officer detailing any arrangements for obtaining Operational Efficiencies between ATCO Pipelines 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 60 days of the end of the previous calendar year, the [Compliance Plan Committee](#) will review the above 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 Pipelines 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 Pipelines 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 Pipelines 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 Pipelines.

See the Compliance Measures in Section 7.2 of this Plan.

5.3 No Undue Influence

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

See the Compliance Measures in Section 7.2 of this Plan.

5.4 [Affiliate](#) Activities

Policy: ATCO Pipelines 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 Pipelines shall take reasonable steps to ensure that an Affiliate does not use ATCO Pipelines' name, logo or other distinguishing characteristics in a manner which would mislead consumers as to the distinction or lack of distinction between ATCO Pipelines 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 Pipelines shall not provide Non-Utility Affiliates with information relating to the planning, operations, finances or strategy of ATCO Pipelines 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 Pipelines 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 Pipelines 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 Pipelines 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 Pipelines 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 Pipelines 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: ATCO Pipelines 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 Pipelines shall not disclose such aggregated customer information to an Affiliate prior to making such information publicly available.

Compliance Measures

1. If management of ATCO Pipelines 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 Pipelines 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: ATCO Pipelines 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 Pipelines.

See the Compliance Measures in Section 7.2 of this Plan.

7.2 Communication of Code and Compliance Plan

Policy: ATCO Pipelines 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 Pipelines web site.

Compliance Measures

1. Each director, officer, employee, consultant, contractor, agent and Affiliate of ATCO Pipelines will receive a copy of the Code on commencement of their relationship with ATCO Pipelines.
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 Pipelines 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 ATCO Pipelines. The acknowledgement will be kept in the Human Resources personnel file.

4. For ATCO Pipelines consultants, contractors, and agents, a responsible employee of ATCO Pipelines 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 ATCO Pipelines 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 the previous calendar year, each ATCO Pipelines 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 90 days of the end of the previous calendar year, the ATCO Pipelines Manager, Corporate Services will provide the [Compliance Plan Committee](#) a written report, identifying which if any ATCO Pipelines 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 ATCO Pipelines web site.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the Compliance Officer

Policy: The ATCO Pipelines [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 60 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: ATCO Pipelines will prepare a **Compliance Plan**, review it at least annually, and update it as necessary.

Compliance Measures

1. A copy of the current ATCO Pipelines **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 Pipelines 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 Pipelines. The **Compliance Report** will be posted on ATCO Pipelines' 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 Pipelines 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 Pipelines 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 Pipelines 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 Pipelines to the issues identified in the submission. ATCO Pipelines' 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 Pipelines website

Compliance Measures

1. Instructions for referring disputes to the EUB will be posted on the ATCO Pipelines 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 on mm-dd-yyyy.

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 Pipelines and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with ATCO Pipelines 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 Pipelines dated _____ and the Compliance Report of ATCO Pipelines 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 Pipelines, or by any Affiliate of ATCO Pipelines (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and ATCO Pipelines that is not fully and accurately described in the Compliance Report.

Name: _____

Title: _____

Date: _____

12 SCHEDULE B – COMPLIANCE REPORT

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

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

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