

ATCO GROUP INTER-AFFILIATE CODE OF CONDUCT
ATCO ELECTRIC COMPLIANCE REPORT
for the 2010 Reporting Period

1.0 INTRODUCTION

The ATCO Group Inter-Affiliate Code of Conduct (the “Code”) requires the Compliance Officer for each Utility to conduct an annual review of compliance with the Compliance Plan (the “Plan”) and to prepare an annual Compliance Report (the “Report”). The Report will be filed with the Alberta Utilities Commission (the “AUC”), formerly the Alberta Energy and Utilities Board (the “EUB” or the “Board”), within 120 days of the fiscal year end of the Utility. The ATCO Electric Compliance Report is for the fiscal year from January 1, 2010 to December 31, 2010.

ATCO Electric provides Utility Services to some Affiliates and these services are subject to AUC-regulated rates, terms and conditions. Information on these transactions is not required to be reported in the Compliance Report under the Code.

The 2010 Compliance Report will include:

- (a) a copy of the Compliance Plan and any amendments thereto;
- (b) a corporate organization chart for the Utility and its Affiliates showing relationships and ownership percentages;
- (c) a list of all Affiliates with whom the Utility transacted business, including business addresses, a list of the Affiliates’ officers and directors as at December 31, 2010, and a description of the Affiliates’ business activities;
- (d) a list of all Services Agreements in effect at any time during such period;
- (e) an overall assessment of compliance with the Code by the Utility, including compliance by the directors, officers, employees, consultants, contractors and agents of the Utility and by Affiliates of the Utility with respect to the interactions of the Affiliates with the Utility;
- (f) an assessment of the effectiveness of the Compliance Plan and any recommendations for modifications thereto;
- (g) in the event of any material non-compliance with the Code, a comprehensive description thereof and an explanation of all steps taken to correct such non-compliance;
- (h) subject to the confidentiality provisions of Section 8.1 of the Code, a summary of disputes, complaints and inquiry activity during the year;
- (i) a list and detailed description of all Major Transactions between the Utility and its Affiliates;
- (j) an Affiliated Party Transactions Summary;

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- (k) a summary description together with an estimated aggregate value for each Occasional Service provided by the Utility to an Affiliate and by Affiliates to the Utility;
- (l) a summary list of any exemptions granted to this Code or exceptions utilized, including the exception for emergency services;
- (m) a list of all employee transfers, temporary assignments and secondments between a Utility and its Affiliates, detailing specifics as to purpose, dates and duration of such employee movements; and
- (n) two certificates attesting to completeness of the Compliance Report and compliance with the Code, one certificate signed by the Compliance Officer and a second certificate signed by the operating officer of the Utility.

The Report also contains information outlined in the direction found in Decision 2004-026¹:

“Therefore, the Board directs the ATCO Utilities to report in their annual Code compliance filings all consents granted pursuant to Section 13.3(a) including the basis for and amount of any charges associated with the consent.”

An additional direction was provided in Decision 2004-055².

“Therefore, the Board directs the ATCO Utilities to report in their annual Code of Conduct compliance filings all instances where the parties agreed through a Statement of Work, that IP ownership rights or privileges with respect to the product or output of the Statement of Work would reside in whole or in part with ATCO I-Tek.”

2.0 ATCO ELECTRIC COMPLIANCE REPORT

(a) Compliance Plan

The Compliance Plans in effect during the Reporting Period are provided in Appendix 1.

(b) Corporate Organization Chart

A corporate organization chart indicating ownership percentages and the relationships within the ATCO Group of Companies is provided in Appendix 2. The organization chart represents the corporate organization which existed at the end of the Reporting Period. ATCO Electric and its Affiliates are highlighted on the chart.

(c) List of Affiliates

A list of the Affiliates with whom ATCO Electric transacted business is provided in Appendix 3a. The information includes the business address, list of officers and directors as at December 31, 2010 for ATCO Electric and its Affiliates and a description of the Affiliates' business activities. Effective September 1, 2010 the assets of ATCO Travel Ltd. were sold to Maritime Travel Inc. and ATCO Travel ceased as an affiliate of ATCO Electric.

¹ Decision 2004-026, pp 13-14

² Decision 2004-055, pp 3-4

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ATCO Electric has reviewed its directors and officers in terms of ATCO Electric's Compliance requirements.

The Common Directors as of December 31, 2010 were:

- B.R. Bale
- L.M. Charlton
- J.W. Simpson
- N.C. Southern
- R.D. Southern

The Common Officers as of December 31, 2010 were:

- D.A. DeChamplain
- C. Gear
- R.L. Lambright
- N.C. Southern
- P. Spruin

The detailed results of ATCO Electric's review are provided in the following Appendices:

- Appendix 3b contains a list of the directors and officers for the ATCO Utilities and whether they are also directors or officers for the ATCO Utilities' affiliates.
- Appendix 3c contains a list of the directors and officers for the ATCO Utilities who have obligations to meet as defined in the requirements contained in the ATCO Utilities' Plans for Section 3.1 – Governance.

(d) List of Services Agreements

Appendix 4 contains a diagram of all transactions between ATCO Electric and Affiliates that are documented in Services Agreements. Details on each of these transactions are contained in Appendix 5 (Major Transactions) and Appendix 6 (Transactions Summary).

(e) Overall Assessment of Compliance with the Code

ATCO Electric is confident it has complied with the ATCO Group Inter-Affiliate Code of Conduct during 2010. ATCO Electric continues to operate in compliance with all provisions of the Code and is committed to the form, spirit and intent of the Code.

During 2010 the Affiliate compliance procedures were improved and Services Agreements with Affiliates were reviewed and amended as necessary. The directors, officers, employees, consultants, contractors, agents and Affiliates of ATCO Electric were informed of the Code's content and their associated responsibilities.

ATCO Electric is committed to transparency about Affiliate transactions and compliance with the Code. All instances of non-compliance with the Code will continue to be reported in the quarterly Affiliate Exception Reports that are filed with the AUC.

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There is one item concerning Code compliance that was reported in quarterly Exception Reports to the AUC.

3.3.1 – Sharing of Employees

On December 1, 2009 ATCO Electric received a letter from the AUC requesting it to explain the actions taken to comply with Section 3.3.1 of the Code by December 31, 2009.

On December 21, 2009 ATCO Electric filed a letter with the AUC explaining its interpretation of Sharing of Employees and its course of action. An Application was filed on December 22, 2009 to revise the contents of its Compliance Plan. The Plan revisions contained a definition for Shared Employees and outlined Compliance Measures to address all Shared Employees. The AUC issued Decision 2010-481 on October 4, 2010 and did not accept the approach advocated by the ATCO Utilities.

The AUC noted that since this is an issue which affects all utility codes of conduct, the issue will be reviewed through a consultative process. Until the consultative process is complete, the Commission has suspended the requirement that ATCO and the other affected utilities comply with the Code's requirements for Sharing of Employees.

(f) Assessment of Compliance Plan Effectiveness

The Compliance Plan contains compliance measures that describe specific actions and procedures the Utility will take to ensure its Affiliate business transactions are conducted in accordance with all aspects of the Code. ATCO Electric is reporting all instances of non-compliance with the Plan in this section of the Report.

General

Revisions to ATCO Electric's December 19, 2007 Compliance Plan were approved by the AUC on October 4, 2010 in Decision 2010-481. Since the revised Compliance Plan went into effect, ATCO Electric has monitored its experience and identified areas for improvement. ATCO Electric will await the outcome of the consultative process before filing any Plan revisions.

The ATCO Utilities share functions in the interests of economy and efficiency. Agreements were documented governing the sharing of costs and benefits related to the common groups that contain the shared functions. Staffing changes resulted in revisions to the agreement between ATCO Electric, ATCO Gas and ATCO Pipelines and also to the agreement between ATCO Electric and ATCO Gas. The amended agreements are provided in Appendix 10.

Specific Compliance Plan Measures

There are a few items concerning the Compliance Plan Measures that were reported in quarterly Exception Reports to the AUC.

3.1.3 – Separate Management

Prior to amending the membership of ATCO Electric's management team or appointing officers to ATCO Electric, the Compliance Officer must identify if he has any concerns with the amendments. On July 1, 2010 Margaret (Marnie) O'Brien was appointed as the Vice President, Labour Relations for the ATCO Utilities, and an officer of ATCO Electric. On October 10, 2010 Lillian Hvatum-Brewster was appointed Vice President, Northern Development for ATCO Electric. Although the Compliance Officer had no concerns, he was not aware of the

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appointments in advance of their effective dates. The process for appointing new officers and members of the management team for ATCO Electric was reviewed and process improvements are being implemented.

3.2.2 – Physical Separation

During the 2008 review of physical access, it was identified that ATCO Group Internal Auditors have limited access to some ATCO Electric space. Interim measures were implemented to ensure that the Auditors only had the access they required to perform their duties.

Since the Internal Auditors require access to perform their independent audit function, on December 22, 2009 ATCO Electric filed Compliance Plan revisions excluding Internal Auditors from the Plan's Physical Separation requirements. The AUC issued Decision 2010-481 on October 4, 2010 and did not accept the approach advocated by the ATCO Utilities.

The AUC noted that since this is an issue which affects all utility codes of conduct, the issue will be reviewed through a consultative process. During the consultative process, the Commission has suspended the requirement that ATCO and the other affected utilities comply with this requirement for Physical Separation.

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

ATCO Electric has complied with Code requirements and did not have any material non-compliance with the Code during the 2010 Reporting Period.

(h) Summary of Disputes, Complaints and Inquiry Activity

No disputes or complaints have been received by the Compliance Officer related to compliance with the Code.

On an ongoing basis internal verbal and written (electronic mail) inquiries are received and Code clarifications are provided. On behalf of the Compliance Officer, the Affiliate Compliance Group maintains electronic and paper records for general inquiries and documents the investigation and resolution of more formal inquiries according to the requirements contained in Section 8.2.2 (Disposition) of the Compliance Plan. The Compliance Officer approves the resolution of all formal inquiries. No formal inquiries were initiated during 2010.

(i) List of All Major Transactions between ATCO Electric and Affiliates

Several Major Transactions relating to the provision of services between ATCO Electric and Affiliates (other than Utility services) with an aggregate value of \$500,000 or more occurred in 2010. These transactions are provided in Appendix 5.

(j) Affiliated Party Transaction Summary

A summary overview of the transactions provided between ATCO Electric and Affiliates is provided in Appendix 6. It contains a general description of the transactions and services, the parties involved and the aggregate value of each transaction.

(k) Summary Description for Occasional Service provided by the Utility to/from an Affiliate

A summary description with an estimated aggregate value for each Occasional Service between ATCO Electric and its Affiliates is provided in Appendix 7.

(l) Summary List of any Exemptions to the Code including Emergency Services

In Decision 2004-054 the Board granted ATCO Electric exemptions from the Code and these exemptions remain in effect. There were no Emergency Services provided or received by ATCO Electric during the Reporting Period. For consistency in numbering, there is no Appendix 8 attached to this Report.

(m) List of all Employee Transfers, Temporary Transfers and Secondments between a Utility and Affiliates

ATCO Electric transferred and seconded several employees to or from an Affiliate during the Reporting Period in 2010 as permitted in Code Section 3.3.2. Details of these transfers and secondments including the date confidentiality agreements were signed for transfers and secondments from ATCO Electric are provided in Appendix 9.

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

Two officer's certificates are provided in Appendix 12. The certificates attest to the completeness of the 2010 Compliance Report and ATCO Electric's compliance with the Code. The certificates are signed by the Compliance Officer and President, Operations Division of ATCO Electric.

(Decision 2004-026) Consents Granted Pursuant to Section 13.3(a) of the MSA with ATCO I-Tek

No consents were granted.

(Decision 2004-055) Intellectual Property Ownership Rights

No instances occurred that Intellectual Property ownership rights or privileges, with respect to the product or output of the Statement of Work, would reside with ATCO I-Tek.

3.0 CONCLUSION

ATCO Electric believes it has fully complied with and operated within the provisions, spirit and intent of the ATCO Group Inter-Affiliate Code of Conduct.

ATCO Electric's 2010 Compliance Report will be posted on the ATCO Electric website and interested parties will be advised.

**ATCO ELECTRIC
INTER-AFFILIATE CODE OF CONDUCT
COMPLIANCE PLAN**

Amended as of December 19, 2007

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1 PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN

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

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

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

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](#) or [CBCA](#);
 - (ii) a unit or division within ATCO Electric or any [Body Corporate](#) referred to in clause (b) (i) above;
 - (iii) a partnership, joint venture, or [Person](#) in which ATCO Electric or any [Body Corporate](#) referred to in clause (b) (i) above has a controlling interest or that is otherwise subject to the control of ATCO Electric or such [Body Corporate](#);

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- (iv) any partnership, joint venture, or **Person** deemed by the **EUB** to be an Affiliate of ATCO Electric for the purposes of the **Code**; and
- (v) an agent or other **Person** acting on behalf of any **Body Corporate**, operating division, partnership, joint venture or **Person** referred to in clauses (b) (i) to (iv) above.
- (c) **“Affiliated Party Transactions Summary”** unless otherwise directed by the **EUB**, means in respect of any period of time, a summary overview of each type of business transaction or service, other than **Major Transactions** or **Utility Services**, performed by an **Affiliate** for ATCO Electric or by ATCO Electric for an **Affiliate**, which summary shall contain a general description of the transactions and services, the parties involved and the approximate aggregate value of each type of transaction or service during the said period.
- (d) **“ATCO”** means ATCO Ltd.
- (e) **“ATCO Affiliates”** means any entity to which the **Code** applies pursuant to **Section 2.3** of the **Code**.
- (f) **“Body Corporate”** means a “body corporate” as defined in the **ABCA** or **CBCA**.
- (g) **“CBCA”** means the *Canada Business Corporations Act*.
- (h) **“Code”** means the ATCO Group Inter-Affiliate Code of Conduct.
- (i) **“Common Director”** means a member of the Board of Directors of ATCO Electric who is also a member of the Board of Directors of an Affiliate of ATCO Electric.
- (j) **“Common Officer”** means an officer of ATCO Electric who is also an officer of a Non-Utility Affiliate of ATCO Electric.
- (k) **“Compliance Officer”** shall have the meaning ascribed thereto in **Section 7.3** of the **Code**.
- (l) **“Compliance Plan”** shall mean the document to be prepared and updated by ATCO Electric pursuant to **Section 7.5** of the **Code**.
- (m) **“Compliance Plan Committee” (CPC)** shall mean a committee which shall meet at least quarterly, comprised of at least the following:
- President, ATCO Electric
 - Director, IT Governance, ATCO Utilities Business Group
 - Controller, ATCO Electric
 - Human Resources Manager, ATCO Electric
 - Manager, Regulatory
 - **Compliance Officer**, ATCO Electric.
- (n) **“Compliance Report”** shall have the meaning ascribed thereto in **Section 7.6** of the **Code**. Quarterly, ATCO Electric will provide an exception report or a more detailed report, if there is a matter that ought to be brought to the attention of the Board.

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(o) **“Compliance Training Material”** means the material developed by the Compliance Officer prior to the end of each calendar year which will be used to ensure that all directors, officers, employees, consultants, contractors and agents of ATCO Electric are familiar with the provisions of the Code, and this Plan. At a minimum, the material will include instructions on:

- impartial application of the ATCO Electric tariff
- equal access to Utility Services
- avoiding undue influence of customers with respect to Affiliates
- ensuring Affiliate compliance with the Code
- appropriate use of the ATCO Electric name, logo, or other distinguishing characteristics
- confidentiality of Utility information
- treatment of Confidential Information related to customers
- process for forwarding disputes, complaints or inquiries to the Compliance Officer

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

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

- (i) the use by one [Affiliate](#) of another [Affiliate’s](#) personnel, means the fully burdened costs of such personnel for the time period they are used by the [Affiliate](#), including salary, benefits, vacation, materials, disbursements and all applicable overheads;
- (ii) the use by one [Affiliate](#) of another [Affiliate’s](#) equipment, means an allocated share of capital and operating costs appropriate for the time period utilized by the [Affiliate](#);
- (iii) the use by ATCO Electric of an [Affiliate’s](#) services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Electric, acting prudently;
- (iv) the use by an [Affiliate](#) of ATCO Electric’s services, means the complete costs of providing the service, determined in a manner acceptable to ATCO Electric, acting prudently; and
- (v) the transfer of equipment, plant inventory, spare parts or similar assets between Utilities, means the net book value of the transferred assets.

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

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

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

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

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- (ii) by a [Non-Utility Affiliate](#) to ATCO Electric.
- (u) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by ATCO Electric relating to ATCO Electric customers or ATCO Electric operations.
- (v) **“Major Transaction”** means a transaction or series of related transactions within a calendar year between ATCO Electric and an [Affiliate](#) relating to the sale or purchase of an asset(s) or to the provision of a service or a similar group of services, other than [Utility Services](#), which has an aggregate value within that calendar year of \$500,000 or more.
- (w) **“Non-Utility Affiliate”** means an [Affiliate](#) that is not a [Utility](#).
- (x) **“Occasional Services”** shall have the meaning ascribed thereto in [Section 3.3.6](#) of the Code.
- (y) **“Operational Efficiencies”** means the use of common facilities (such as shared warehousing or field offices), combined purchasing power or the use of other cost saving procedures, individual assets or groups of assets used in [Utility](#) operations (such as equipment, plant inventory, spare parts or similar assets).
- (z) **“Person”** means a “person” as defined in the [ABCA](#) or [CBCA](#).
- (aa) **“Services Agreement”** means an agreement entered into between ATCO Electric and one or more [Affiliates](#) for the provision of [Shared Services](#) or [For Profit Affiliate Services](#) and shall provide for the following matters as appropriate in the circumstances:
- (i) the type, quantity and quality of service;
 - (ii) pricing, allocation or cost recovery provisions;
 - (iii) confidentiality arrangements;
 - (iv) the apportionment of risk;
 - (v) dispute resolution provisions; and
 - (vi) a representation by ATCO Electric and each [Affiliate](#) party to the agreement that the agreement complies with the [Code](#).
- (bb) **“Shared Service”** means any service, other than a [Utility Service](#) or a [For Profit Affiliate Services](#), provided on a [Cost Recovery Basis](#) by ATCO Electric to an [Affiliate](#) or by an [Affiliate](#) to ATCO Electric.
- (cc) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2 (4) of the [ABCA](#).
- (dd) **“Utility”** means any [Body Corporate](#) or any unit or division thereof, that provides a [Utility Service](#) and falls within the definition of:
- (i) “electric utility” under the *Electric Utilities Act*, S.A. 2003, c. E-5.1;
 - (ii) “gas utility” under the *Gas Utilities Act*, R.S.A. 2000, c. G-5; or

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

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

2.2 Interpretation

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

2.3 To Whom this Plan Applies

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

2.4 Coming into Force

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

2.5 Amendments to this Plan

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

2.6 Retained for Numbering Consistency

2.7 Authority of the **EUB**

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

3 GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES

3.1 Governance

3.1.1 Separate Operations

Policy: ATCO Electric business and affairs will be managed separately from the business and affairs of its **Non-Utility Affiliates**, except as required to fulfill corporate governance, policy, and strategic direction responsibilities of Canadian Utilities and **ATCO**.

Compliance Measures

1. The ATCO Electric **Compliance Officer** will maintain an up-to-date list of the **Common Directors** and **Common Officers** of ATCO Electric, (the “List of Directors and Officers”).
2. On an annual basis, the Compliance Officer will provide a formal education session to the **Common Directors** and **Common Officers** of ATCO Electric. Within 90 days of the end of each calendar year, the **Compliance Officer** will seek and obtain written acknowledgement from all individuals identified as the **Common Officers** (excluding directors and officers who are involved in day-to-day management of ATCO Electric and who sign the Officers Certificate under section 3.1.5) that they have received the Compliance Training Material, that they are familiar with the requirements of the **Code** and the Plan, and that their role in managing the business and affairs of ATCO Electric have been limited to providing corporate governance, policy, and strategic direction, (the “Common Officers’ Code Acknowledgement”). This acknowledgement will also confirm that the individuals identified as the **Common Officers** are familiar with the provisions of the **Code** (including **Section 3.1.5**) and the Plan, and have acted in a manner which preserves the form, and the spirit and intent of the **Code**, and this Plan.
3. On an annual basis the Board of Directors of ATCO Electric will pass the Directors’ Resolution contained in Schedule C to this Plan at the first regularly scheduled meeting of the Board in each calendar year.
4. The **Compliance Plan Committee** will review the acknowledgements and resolutions prior to filing the annual Compliance Report. The minutes of the CPC’s meeting at which the acknowledgements and resolutions are reviewed will reflect the results of the review.
5. If any instances of non-compliance with this policy are identified by the Compliance Plan Committee, they will be treated as an inquiry under the Code (see Section 8).

3.1.2 Retained for Numbering Consistency

3.1.3 Separate Management

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

Compliance Measures

1. Prior to amending the make-up of the ATCO Electric management team, or changing the ATCO Electric officers with any person who may be perceived as having participated in the management of the Affiliate, the President of ATCO Electric will provide a notice verbally or in writing to the ATCO Electric **Compliance Officer**. The **Compliance Officer** will document verbal notices. If the **Compliance Officer** does not identify a concern with adherence to this policy within five working days of receiving the notice, the President may proceed with the change. If the **Compliance Officer** does identify a potential concern with adherence to this policy, he will advise the President within five working days, and initiate an inquiry under the **Code (Section 8)**.
2. The ATCO Electric **Compliance Officer** will maintain an up-to-date list of ATCO Electric management team members and officers, (the “ATCO Electric Management Team List”).
3. At each meeting of the **Compliance Plan Committee**, the “ATCO Electric Management Team List” will be compared to the current management team members and officers of ATCO Electric’s **Non-Utility Affiliates**, and the minutes of the meeting will reflect the outcome of this comparison.
4. Any conflicts with this policy identified as a result of this review will be treated as an inquiry under the **Code** (see **Section 8**).

3.1.4 Retained for Numbering Consistency

3.1.5 Guiding Principle

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

Compliance Measures

1. The **Compliance Officer** will maintain an up-to-date listing of directors, officers, or members of the management team of ATCO Electric who act as directors, officers, or members of the management team of an **Affiliate** of ATCO Electric, (the “ATCO Electric Management Team List”).
2. All such officers, or members of the management team of ATCO Electric who also act as officers, or members of the management team of an **Affiliate** of ATCO Electric will, on commencement of such dual responsibilities, provide a signed certificate

to the **Compliance Officer** that stipulates that he/she is aware of the provisions of **Section 3.1.5** of the **Code**, and that he/she will carry out his/her responsibilities in a manner which will preserve the form, and the spirit and intent of the **Code**, (the “Dual Responsibilities Certificate”).

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

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

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

3.2 Degree of Separation

3.2.1 Accounting Separation

Policy: ATCO Electric shall have separate financial records and books of accounts from all Affiliates.

Compliance Measures

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

2. The Controller, ATCO Electric will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the accounting separation from all **Affiliates** and the maintenance of separate financial records and books of accounts, (the “Financial Records Certificate”), to the Compliance Officer within 60 days of the end of each calendar year.

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

3.2.2 Physical Separation

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

Compliance Measures

1. In situations where ATCO Electric is located in the same building as a **Non-Utility Affiliate**, ATCO Electric will institute appropriate security controlled access, through the use of receptionists, keyed locks, or card-key access.
2. The Compliance Officer, ATCO Electric will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the physical separation of ATCO Electric from all Non-Utility Affiliates, (the “Physical Separation Certificate”), within 60 days of the end of each calendar year.
3. The Compliance Officer will maintain a record of the above certificate. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.2.3 Separation of **Information Services**

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

Compliance Measures

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

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

5. The Compliance Officer will maintain a record of the approvals and certificate. Any failure to provide the approvals or certificate as described in paragraph 1 and 3 above, or the provision of the approvals or certificate which do not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.2.4 Financial Transactions with [Affiliates](#)

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

Compliance Measures

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

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

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

3.3 Resource Sharing

3.3.1 Sharing of Employees

Policy: ATCO Electric will share employees with [Affiliates](#) on a [Cost Recovery Basis](#) if the conditions described in Section 3.3.1 of the [Code](#) are met.

Compliance Measures

1. ATCO Electric employees may not be shared with an [Affiliate](#) without the written permission of the appropriate Vice-President of ATCO Electric, (the “Shared Employee Permission Record”), who will provide the signed permission to the ATCO Electric Human Resources Manager.

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

sharing ATCO Electric employees with [Affiliates](#) which have occurred, or continued during the reporting period, (the “Shared Employees Report”). The report will identify if the required Vice-President approval was in place before the sharing took place.

3. The [Compliance Plan Committee](#) will review the “Shared Employees Report” on a quarterly basis. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the [Compliance Plan Committee](#) for changes to the manner in which employees are shared with [Affiliates](#).

4. Any recommendations by the [Compliance Plan Committee](#) for changes to the manner in which employees are shared with [Affiliates](#) will be treated as an inquiry under the [Code](#) (see [Section 8](#)). Any instances of employees being shared with [Affiliates](#) without the signed permission of the appropriate Vice-President will be treated as an inquiry under the [Code](#) (see [Section 8](#)).

3.3.2 Transferring of Employees

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

Compliance Measures

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

2. The ATCO Electric Human Resources Manager will retain the confidentiality agreement on file, and provide a quarterly report, (the “Transferred Employees Report”), to the Compliance Officer on all instances of ATCO Electric employees transferring to [Affiliates](#) which have occurred during the reporting period, indicating whether the required signed confidentiality agreement was in place before the transfer took place.

3. The [Compliance Plan Committee](#) will review the “Transferred Employees Report” on a quarterly basis. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the [Compliance Plan Committee](#) for changes to the manner in which employees are transferred to [Affiliates](#).

4. Any recommendations by the [Compliance Plan Committee](#) for changes to the manner in which employees transfer to [Affiliates](#) will be treated as an inquiry under the [Code](#) (see [Section 8](#)). Any instances of employees with access to [Confidential Information](#) being transferred to an [Affiliate](#) in the absence of a signed confidentiality agreement will be treated as an inquiry under the [Code](#) (see [Section 8](#)).

3.3.3 Sharing of Assets

Policy: Plant, assets and equipment of ATCO Electric shall be separated in ownership and separated physically from the plant, assets and equipment of **Non-Utility Affiliates**. Where ATCO Electric shares plant, assets, equipment, office space, rights of way and other assets with a **Utility Affiliate**, such sharing will be done on a **Cost Recovery Basis**.

Compliance Measures

1. The Controller of ATCO Electric will maintain an inventory of all plant, assets and equipment shared with **Affiliates**.
2. The Controller will ensure that no plant, assets and equipment are shared with **Non-Utility Affiliates**.
3. Within the first 60 days of the end of each calendar year, the Controller will provide an annual report to the Compliance Officer of all plant, assets and equipment shared with **Utility Affiliates**, (the “Shared Assets Report”), identifying that methods used to ensure that such sharing is done on a **Cost Recovery Basis**, the percentage of costs borne by each party and that these percentages were appropriate.
4. The **Compliance Plan Committee** will review the “Shared Assets Report” within 90 days of the end of each calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the **Compliance Plan Committee** for changes to the methods used to ensure that plant, assets and equipment are shared with **Utility Affiliates** on a **Cost Recovery Basis**.
5. Any recommendations by the **Compliance Plan Committee** for changes to the methods used to ensure that plant, assets and equipment are shared with **Utility Affiliates** on a **Cost Recovery Basis** will be treated as an inquiry under the **Code** (see **Section 8**).

3.3.4 Shared Services Permitted

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

Compliance Measures

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

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

4. Prior to providing a **Shared Service**, the **Services Agreement** will be prepared by the appropriate ATCO Electric employee and presented to the **Compliance Plan Committee** for review and approval.

5. The **Shared Services** will be annually reviewed by ATCO Electric's representatives prior to year end and by the **Compliance Plan Committee** within 90 days of the end of each calendar year. The results of the review will be reflected in the minutes of the CPC's meeting. Any **Shared Service** which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the **Services Agreement**.

3.3.5 Retained for Numbering Consistency

3.3.6 Occasional Services Permitted

Policy: ATCO Electric may receive, or provide, one-off, infrequent, or **Occasional Services** to, or from, an **Affiliate** on a **Cost Recovery Basis**, documented by way of a work order, purchase order, or similar instrument, where the **Occasional Services** are not material as to value, frequency, or use of resources.

Compliance Measures

1. The Controller, ATCO Electric will ensure that all **Occasional Services** provided to, or received by an **Affiliate** are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order, or similar instrument.

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

3. The Compliance Plan Committee will review the "Occasional Services Report" prior to filing the annual Compliance Report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services.

4. Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services, will be treated as an inquiry under the Code (see Section 8).

3.3.7 Emergency Services Permitted

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

Compliance Measures

1. The Controller, ATCO Electric will ensure that all emergency services and resources provided to, or received by an **Affiliate** in the event of an emergency are provided on a **Cost Recovery Basis**, and are documented by way of an approved work order, purchase order or similar instrument.
2. Within 90 days of the end of each calendar year, the Controller will provide the necessary report of Emergency Services provided by ATCO Electric to an Affiliate and vice versa, (the “Emergency Services Report”), indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (I) of the **Compliance Report**, to the Compliance Plan Committee.
3. The Compliance Plan Committee will review the “Emergency Services Report” prior to filing the annual Compliance Report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services.
4. Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services, will be treated as an inquiry under the Code (see Section 8).

4 TRANSFER PRICING

4.1 For Profit Affiliate Services

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

Compliance Measures

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

3. Prior to implementing a new or revised For Profit Affiliate Service to receive services from an Affiliate the [Services Agreement](#) will be reviewed and approved by the [Compliance Plan Committee](#). A business case identifying that it is prudent to obtain the For Profit Affiliate Service will be prepared if the annual value of the For Profit Affiliate Service is estimated to be greater than \$50,000. The business case must contain adequate evidence (on a net present value basis appropriate to the life cycle or operating cycle of the services involved) to conclude that the decision to out-source is the lowest cost option for customers, and that the [For Profit Affiliate Services](#) have been acquired at a price which is no more than [Fair Market Value](#). Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code. The business case will be presented to the Compliance Plan Committee for review and approval.
4. Prior to implementing a new or revised For Profit Affiliate Service to provide services to an Affiliate, the Services Agreement, and a description of the process used to determine that the For Profit Affiliate Service is to be provided at a price which is no less than Fair Market Value will be reviewed and approved by the Compliance Plan Committee. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.
5. The [For Profit Affiliate Services](#) between ATCO Electric and an [Affiliate](#) will be annually reviewed by ATCO Electric's representatives prior to year end and by the [Compliance Plan Committee](#) at its first meeting of the year. The results of the review will be reflected in the minutes of the CPC's meeting. Any [For Profit Affiliate Service](#) which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the Service Agreement.
6. Failure to provide a report described in item 1 above will be treated as an inquiry under the Code (see Section 8)

4.2 Pricing [For Profit Affiliate Services](#)

4.2.1 Retained for Numbering Consistency

4.2.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

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

Compliance Measures

1. The Controller of ATCO Electric will approve any asset transfers, mortgages, leases, or other dispositions by ATCO Electric to an [Affiliate](#), or by an [Affiliate](#) to ATCO Electric, and will ensure that such asset transfers are at [Fair Market Value](#), subject to the provisions of Section 4.6 of the Code.

2. Within 60 days of the end of each calendar year, the Controller will provide a report to the Compliance Officer detailing any asset transfers between ATCO Electric and [Affiliates](#), (the “Asset Transfers Report”). The report will describe the manner in which the asset transfers were determined to be at [Fair Market Value](#), subject to the provisions of Section 4.6 of the Code.
3. Within 90 days of the end of each calendar year, the [Compliance Plan Committee](#) will review the “Asset Transfers Report”. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the [Compliance Plan Committee](#) for changes to the methods used to ensure that asset transfers are at [Fair Market Value](#), subject to the provisions of Section 4.6 of the Code.
4. Any recommendations by the [Compliance Plan Committee](#) for changes to the methods used to ensure that asset transfers between ATCO Electric and [Affiliates](#) are priced at [Fair Market Value](#), subject to the provisions of Section 4.6 of the Code, will be treated as an inquiry under the [Code](#) (see [Section 8](#)).

4.5 Retained for Numbering Consistency

4.6 Asset Transfers Between Utilities for [Operational Efficiencies](#)

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

Compliance Measures

1. The appropriate Vice Presidents will approve asset transfers for operational efficiencies. The Controller will ensure that the transfer of individual assets or groups of assets used in [Utility](#) operations between ATCO Electric and [Utility Affiliates](#), will be done on a [Cost Recovery Basis](#).
2. Within 60 days of the end of each calendar year, the Controller will provide a report to the Compliance Officer, (the “Asset Transfers Between Utilities Report”) detailing any arrangements for obtaining [Operational Efficiencies](#) between ATCO Electric and [Utility Affiliates](#). The report will describe the manner in which the asset transfers were determined to be on a [cost Recovery Basis](#).
3. Within 90 days of the end of each calendar year, the [Compliance Plan Committee](#) will review the “Asset Transfers Between Utilities Report”. The minutes of the meeting at which the report is reviewed and approved will reflect the results of the review, including any recommendations by the [Compliance Plan Committee](#) for changes to the methods used to ensure that asset transfers are on a [Cost Recovery Basis](#).
4. Any recommendations by the [Compliance Plan Committee](#) for changes to the methods used to ensure that asset transfers between ATCO Electric and [Affiliates](#) are

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

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

5.1 Impartial Application of Tariff

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

See the Compliance Measures in Section 7.2 of this Plan.

5.2 Equal Access

Policy: ATCO Electric shall not favour any Affiliate with respect to access to information concerning [Utility Services](#) or with respect to the obtaining of, or the scheduling of, [Utility Services](#). Requests by an Affiliate or an Affiliate's customers for access to [Utility Services](#) shall be processed and provided in the same manner as would be processed or provided for other customers of ATCO Electric.

See the Compliance Measures in Section 7.2 of this Plan.

5.3 No Undue Influence

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

See the Compliance Measures in Section 7.2 of this Plan.

5.4 [Affiliate](#) Activities

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

See the Compliance Measures in Section 7.2 of this Plan.

5.5 Name and Logo

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

See the Compliance Measures in Section 7.2 of this Plan.

5.6 Retained for Numbering Consistency

6 CONFIDENTIALITY OF INFORMATION

6.1 Utility Information

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

See the Compliance Measures in Section 7.2 of this Plan.

6.2 Management Exception

Policy: Officers of ATCO Electric who are also officers of an Affiliate as permitted pursuant to Section 3.1.4 of the Code may disclose, subject to the provisions of Section 3.1.5 of the Code, ATCO Electric planning, operational, financial and strategic information to the Affiliate to fulfill their responsibilities with respect to corporate governance, policy and strategic direction of an Affiliated group of businesses, but only to the extent necessary and not for any other purpose.

See the Compliance Measures in Section 3.1 of this Plan.

6.3 No Release of Confidential Information

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

Compliance Measures

1. Approval will be obtained from a customer, or prospective customer, in writing, indicating their consent to share Confidential Information relating to the customer or prospective customer with an Affiliate of ATCO Electric before the information is shared, unless such confidential information may be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code.

Inter-Affiliate Code of Conduct Compliance Plans

2. Written consent received from a customer or prospective customer will be provided by management to the Compliance Officer, who will verify that the information has not yet been shared and will maintain the consent documentation on file as a record of the approval. Management can then release the information.
3. If confidential information is to be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code, the Compliance Officer will verify the circumstances and, if appropriate, will provide an authorization in writing prior to the information being released.
4. Management of ATCO Electric will provide a signed certificate in the form attached as Schedule “B” to this plan attesting that they have not released Confidential Information related to a customer or prospective customer without receiving the prior written consent of the customer or prospective customer, (the “Protection of Confidential Information Certificate”), to the Compliance Officer within 60 days of the end of each calendar year.
5. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 4 above, or the provision of a certificate which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

6.4 Aggregated Confidential Information

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

Compliance Measures

1. If management of ATCO Electric proposes to disclose aggregated Confidential Information to an Affiliate, the Compliance Officer will verify the aggregated information and, if appropriate, will provide an authorization in writing prior to the information being released. Management can then release the information.
2. The Compliance Officer will verify that the information has not been released to an Affiliate before being released to the public and will maintain a record of the approval on file.
3. Management of ATCO Electric will provide a signed certificate in the form attached as Schedule “B” to this plan attesting that they have not released aggregated Confidential Information to an Affiliate prior to making such information publicly available, (the “Aggregated Confidential Information Certificate”), to the Compliance Officer within 60 days of the end of each calendar year.
4. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 3 above, or the provision of a

certificate which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

7 COMPLIANCE MEASURES

7.1 Responsibility for Compliance

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

See the Compliance Measures in Section 7.2 of this Plan.

7.2 Communication of Code and Compliance Plan

Policy: ATCO Electric will communicate the contents of the Code and the Compliance Plan, and any modifications to them from time to time to each of its directors, officers, employees, consultants, contractors, agents and Affiliates, and make the Code and the Compliance Plan available on the ATCO Electric web site.

Compliance Measures

1. Each director, officer, employee, consultant, contractor, agent and Affiliate of ATCO Electric will receive a copy of the Code on commencement of their relationship with ATCO Electric.
2. See the Compliance Measures in Section 3.1.1 for the record keeping which will exist for the Corporate Governance Group.
3. For ATCO Electric employees (excluding the Common Directors and Common Officers of ATCO Electric), a signed acknowledgement that the employee has received, and is familiar with, the Code and this Compliance Plan, (the “Code Acknowledgement Documentation”), will be obtained on the commencement of employment with ATCO Electric. The acknowledgement will be kept in the Human Resources personnel file for each employee.
4. For ATCO Electric consultants, contractors, and agents, a responsible employee of ATCO Electric will review the work assignment of the consultant, contractor, or agent to determine if the work assignment may be affected by the existence of the Code. If the responsible employee determines that the work assignment of the consultant, contractor, or agent may be affected by the Code, the responsible employee will provide a copy of the Code to the affected party, and will require a written acknowledgement from the consultant, contractor, or agent that they have received a copy of the Code, are familiar with its contents, and will abide by its requirements, (the “Code Acknowledgement Documentation”). The written acknowledgement will be forwarded to the Compliance Officer for record-keeping.

5. The **Compliance Officer** will provide copies of the **Code** and this Compliance Plan to all **Affiliates** of ATCO Electric on an annual basis, addressed to a senior officer of the **Affiliate**.
6. On an annual basis, and within 60 days of the end of each calendar year, each ATCO Electric employee (excluding the Common Directors and Common Officers of ATCO Electric) will confirm (through written acknowledgement) that they have received the current Compliance Training Material, a current copy of the **Code** and this Compliance Plan, and are aware of their contents, and agree to abide by their requirements, and have abided by the Code in the previous year, (the “Code Acknowledgement Documentation”). The written acknowledgements will be maintained in the Human Resources personnel file for each employee.
7. Within 90 days of the end of each calendar year, the ATCO Electric Human Resources Manager will provide the **Compliance Plan Committee** a written report (the “Employee Code Acknowledgements Report”), identifying which if any ATCO Electric employees have not completed the “Code Acknowledgement Documentation”).
8. The **Compliance Officer** will post the **Code** and the Compliance Plan on the ATCO Electric web site.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the Compliance Officer

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

Compliance Measures

1. The responsibilities of the Compliance Officer are described in Section 7.4 of the Code as amended from time to time.
2. Within 90 days of the end of each calendar year, the **Compliance Officer** will prepare a report to the **Compliance Plan Committee** detailing the manner in which he/she has discharged the above responsibilities, (the “Compliance Officer’s Report”). The report will be prepared in a manner consistent with Section 7.4 of the **Code**. The records required to be maintained by the Compliance Officer pursuant to Section 7.4 of the Code will be retained for a period of six years in a manner sufficient to support a third party audit of the state of compliance with the Code.
3. The **Compliance Plan Committee** will review the “Compliance Officer’s Report” prior to filing the annual Compliance Report. The results of the review, and any recommendations by the **Compliance Plan Committee** for improvements to the manner in which the **Compliance Officer** discharges the above responsibilities, will be detailed in the minutes of the meeting.

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

7.5 The **Compliance Plan**

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

Compliance Measures

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

7.6 The **Compliance Report**

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

Compliance Measures

1. The compliance report will meet the requirements of section 7.6 of the **Code** as amended from time to time.

7.7 Retained for Numbering Consistency

7.8 Retained for Numbering Consistency

8 DISPUTES, COMPLAINTS AND INQUIRIES

8.1 Filing with the **Compliance Officer**

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

Compliance Measures

1. The Compliance Officer will keep the necessary records of disputes, complaints, or inquiries.

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

8.2 Processing by Utility

8.2.1 Compliance Officer Acknowledgment

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

Compliance Measures

See Section 8.1

8.2.2 Disposition

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

Compliance Measures

See Section 8.1

8.3 Referral to the EUB

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

Compliance Measures

1. Instructions for referring disputes to the EUB will be posted on the ATCO Electric website.

9 RETAINED FOR NUMBERING CONSISTENCY

9.1 Retained for Numbering Consistency

9.2 Retained for Numbering Consistency

10 EFFECTIVE DATE OF THE COMPLIANCE PLAN

This Amended Plan is effective as of December 19, 2007.

11 SCHEDULE A – OFFICER’S CERTIFICATE

To: The Alberta Energy and Utilities Board

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

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

Name: _____

Title: _____

Date: _____

12 SCHEDULE B – COMPLIANCE REPORT

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

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

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

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

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

Name: _____

Title: _____

Date: _____

13 SCHEDULE C – DIRECTORS’ RESOLUTION**[ATCO Electric Ltd.]
(the "Corporation")**

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

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

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

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

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

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

BE IT RESOLVED THAT

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

ATCO ELECTRIC
INTER-AFFILIATE CODE OF CONDUCT
COMPLIANCE PLAN

Amended as of October 4, 2010

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1 PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN

The purpose of this [Plan](#) is to detail the measures, policies, procedures and monitoring mechanisms that ATCO Electric will employ to ensure its full compliance with the provisions of the [Code](#) by ATCO Electric, its directors, officers, employees, consultants, contractors and agents, and by [Affiliates](#) of ATCO Electric with respect to the interactions of the [Affiliates](#) with ATCO Electric.

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

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

Dennis A. DeChamplain
Phone: (780) 420-7434
Fax: (780) 420-7120
Email: dennis.dechamplain@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](#) or [CBCA](#);
 - (ii) a unit or division within ATCO Electric or any [Body Corporate](#) referred to in clause (b) (i) above;
 - (iii) a partnership, joint venture, or [Person](#) in which ATCO Electric or any [Body Corporate](#) referred to in clause (b) (i) above has a controlling interest or that is otherwise subject to the control of ATCO Electric or such [Body Corporate](#);

- (iv) any partnership, joint venture, or **Person** deemed by the **AUC** 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 **AUC**, means in respect of any period of time, a summary overview of each type of business transaction or service, other than **Major Transactions** or **Utility Services**, performed by an **Affiliate** for 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) **“AUC”** means the Alberta Utilities Commission.
- (g) **“Body Corporate”** means a “body corporate” as defined in the **ABCA** or **CBCA**.
- (h) **“CBCA”** means the *Canada Business Corporations Act*.
- (i) **“Code”** means the ATCO Group Inter-Affiliate Code of Conduct.
- (j) **“Common Director”** means a member of the Board of Directors of ATCO Electric who is also a member of the Board of Directors of an **Affiliate** of ATCO Electric.
- (k) **“Common Officer”** means an officer of ATCO Electric who is also an officer of a **Non-Utility Affiliate** of ATCO Electric.
- (l) **“Compliance Officer”** shall have the meaning ascribed thereto in Section 7.3 of the **Code**.
- (m) **“Compliance Plan”** shall mean the document to be prepared and updated by ATCO Electric pursuant to Section 7.5 of the **Code**.
- (n) **“Compliance Plan Committee” (CPC)** shall mean a committee which shall meet at least quarterly, comprised of at least the following:
- President, ATCO Electric
 - Controller, ATCO Electric
 - Senior Manager, Human Resources, ATCO Electric
 - Manager, Affiliate Compliance
 - **Compliance Officer**, ATCO Electric.

- (o) **“Compliance Report”** shall have the meaning ascribed thereto in Section 7.6 of the [Code](#). Quarterly, ATCO Electric will provide an exception report only if there is a matter that ought to be brought to the attention of the [AUC](#).
- (p) **“Compliance Training Material”** means the material developed by the [Compliance Officer](#) prior to the end of each calendar year which will be used to ensure that all directors, officers, employees, consultants, contractors and agents of ATCO Electric are familiar with the provisions of the [Code](#), and this [Plan](#). At a minimum, the material will include instructions on:
- impartial application of the ATCO Electric tariff
 - equal access to [Utility Services](#)
 - avoiding undue influence of customers with respect to [Affiliates](#)
 - ensuring [Affiliate](#) compliance with the [Code](#)
 - appropriate use of the ATCO Electric name, logo, or other distinguishing characteristics
 - confidentiality of [Utility](#) information
 - treatment of [Confidential Information](#) related to customers
 - process for forwarding disputes, complaints or inquiries to the [Compliance Officer](#)
- (q) **“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.
- (r) **“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.

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

- (bb) **“Shared Service”** means any service, other than a [Utility Service](#) or a [For Profit Affiliate Service](#), provided on a [Cost Recovery Basis](#) by ATCO Electric to an [Affiliate](#) or by an [Affiliate](#) to ATCO Electric.
- (cc) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2 (4) of the [ABCA](#).
- (dd) **“Utility”** means any [Body Corporate](#) or any unit or division thereof, that provides a Utility Service and falls within the definition of:
 - (i) “electric utility” under the *Electric Utilities Act*, S.A. 2003, c. E-5.1;
 - (ii) “gas utility” under the *Gas Utilities Act*, R.S.A. 2000, c. G-5; or
 - (iii) “public utility” under the *Public Utilities Board Act*, R.S.A. 2000, c. P-45.
- (ee) **“Utility Service”** means a service, the terms and conditions of which are regulated by the [AUC](#), and includes services for which an individual rate, joint rate, toll, fare, charge or schedule of them, have been approved by the [AUC](#).

2.2 Interpretation

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

2.3 To Whom this [Plan](#) Applies

All directors, officers, employees, consultants, contractors and agents of 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 [AUC](#).

2.5 Amendments to this [Plan](#)

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

2.6 Retained for Numbering Consistency

2.7 Authority of the AUC

Upon approval of this Plan by the AUC, such approval does not detract from, reduce or modify in any way, the powers of the AUC to deny, vary, approve with conditions, or overturn, the terms of any transaction or arrangement between 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 AUC approvals or filings where required by statute or by AUC decisions, orders or directions.

3 GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES

3.1 Governance

3.1.1 Separate Operations

Policy: 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 Compliance Officer will maintain an up-to-date list of the Common Directors and Common Officers of ATCO Electric, (the “List of Directors and Officers”).
2. On an annual basis, the Compliance Officer will provide Compliance Training Material to the Common Directors and Common Officers of ATCO Electric. Within 90 days of the end of each calendar year, the Compliance Officer will seek and obtain written acknowledgement from all individuals identified as the Common Officers (excluding directors and officers who are involved in day-to-day management of ATCO Electric and who sign the Officers Certificate under section 3.1.5) that they have received the Compliance Training Material, that they are familiar with the requirements of the Code and the Plan, and that their role in managing the business and affairs of ATCO Electric have been limited to providing corporate governance, policy, and strategic direction (the “Common Officers’ Code Acknowledgement”). This acknowledgement will also confirm that the individuals identified as the Common Officers are familiar with the provisions of the Code (including Section 3.1.5) and the Plan, and have acted in a manner which preserves the form, and the spirit and intent of the Code, and this Plan.
3. On an annual basis the Board of Directors of ATCO Electric will pass the Directors’ Resolution contained in Schedule “C” to this Plan.

4. The **CPC** will review the acknowledgements and resolution prior to filing the annual **Compliance Report**. The minutes of the **CPC's** meeting at which the acknowledgements and resolutions are reviewed will reflect the results of the review.
5. If any instances of non-compliance with this policy are identified by the **CPC**, they will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

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 membership of the ATCO Electric management team, or changing ATCO Electric's officers with any **person** who may be perceived as having participated in the management of any **Affiliate**, the President will provide a notice verbally or in writing to the **Compliance Officer**. The **Compliance Officer** will document verbal notices. If the **Compliance Officer** does not identify a concern with adherence to this policy within five working days of receiving the notice, the President may proceed with the change. If the **Compliance Officer** does identify a potential concern with adherence to this policy, he will advise the President within five working days, and initiate an inquiry under the **Code** (**Section 8** of this **Plan**).
2. The **Compliance Officer** will maintain an up-to-date list of ATCO Electric management team members and officers, (the "ATCO Electric Management Team and Officers' List").
3. At each meeting of the **CPC**, the "ATCO Electric Management Team and Officers' List" will be compared to the current management team members and officers of ATCO Electric's **Non-Utility Affiliates**, and the minutes of the meeting will reflect the outcome of this comparison.
4. Any conflicts with this policy identified as a result of this review will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

3.1.4 Retained for Numbering Consistency

3.1.5 Guiding Principle

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

Compliance Measures

1. The **Compliance Officer** will maintain an up-to-date listing of directors, officers, or members of the management team of ATCO Electric who act as directors, officers, or members of the management team of an **Affiliate** of ATCO Electric, (the “ATCO Electric Management Team List”).
2. All such officers, or members of the management team of ATCO Electric who also act as officers, or members of the management team of an **Affiliate** of ATCO Electric will, on commencement of such dual responsibilities, provide a signed certificate to the **Compliance Officer** that stipulates that he/she is aware of the provisions of Section 3.1.5 of the **Code**, and that he/she will carry out his/her responsibilities in a manner which will preserve the form, and the spirit and intent of the **Code**, (the “Dual Responsibilities Certificate”).
3. Within 60 days of the end of each calendar year, all such officers, or members of the management team of ATCO Electric who also act as officers, or members of the management team of an **Affiliate** will provide a signed certificate to the **Compliance Officer** that stipulates that he/she carried out his/her responsibilities in a manner which preserved the form, and the spirit and intent of the **Code** (the “Officer’s Certificate”).
4. On an annual basis the Board of Directors of ATCO Electric will pass the Directors’ Resolution contained in **Schedule “C”** to this **Plan**.
5. The **Compliance Officer** will maintain a record of the above certificates and resolutions. Any failure to provide a certificate or resolution, or the provision of a certificate or resolution which does not demonstrate adherence to the **Code** will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

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 will ensure the accounts and records of ATCO Electric are kept separate from the accounts and records of all [Affiliates](#).
2. The Controller will provide a signed certificate in the form attached as [Schedule “B”](#) to this Plan attesting to the accounting separation from all [Affiliates](#) and the maintenance of separate financial records and books of accounts, (the “Financial Records Certificate”), to the [Compliance Officer](#) within 60 days of the end of each calendar year.
3. The [Compliance Officer](#) will maintain a record of the above certificate. Any failure to provide a certificate or the provision of a certificate which does not demonstrate adherence to the [Code](#) will be treated as an inquiry under the [Code](#) (see [Section 8](#) of this [Plan](#)).

3.2.2 Physical Separation

Policy: ATCO Electric shall be located in separate buildings, or shall otherwise be physically separated from all [Non-Utility Affiliates](#) through the use of appropriate security-controlled access.

Compliance Measures

1. In situations where ATCO Electric is located in the same building as a [Non-Utility Affiliate](#), ATCO Electric will institute appropriate security-controlled access through the use of receptionists, keyed locks, or card-key access.
2. The [Compliance Officer](#), ATCO Electric will provide a signed certificate in the form attached as [Schedule “B”](#) to this [Plan](#) attesting to the physical separation of ATCO Electric from all [Non-Utility Affiliates](#), (the “Physical Separation Certificate”), within 60 days of the end of each calendar year.
3. The [Compliance Officer](#) will maintain a record of the above certificate. Any failure to provide a certificate or the provision of a certificate which does not demonstrate adherence to the [Code](#) will be treated as an inquiry under the [Code](#) (see [Section 8](#) of this [Plan](#)).

3.2.3 Separation of [Information Services](#)

Policy: Where ATCO Electric shares [Information Services](#) with an [Affiliate](#) all [Confidential Information](#) will be protected from unauthorized access by the [Affiliate](#).

Compliance Measures

1. Prior to sharing **Information Services** with an **Affiliate**, owners of computer systems containing **Confidential Information** must provide approval in writing. On an annual basis the **Compliance Officer** will receive a list of users with approved access to computer systems containing **Confidential Information**, (the “Shared Information Systems Access List”).
2. The **Compliance Officer** will annually review the Shared Information Systems Access List for all **Information Services** shared with any **Affiliate**. The **Compliance Officer** will annually review with the owners of systems containing **Confidential Information**, the list of **Affiliates** that have access to their system.
3. The **Compliance Officer** will annually review the data management and data access protocols and contractual provisions regarding the breach of any access protocols to ensure they are appropriate.
4. The **Compliance Officer** will provide a signed certificate in the form attached as **Schedule “B”** to this **Plan** (the “Shared Access Compliance Certificate”), within 60 days of the end of each calendar year. The certificate attests that all **Information Services** shared with an **Affiliate** were reviewed and that all access by **Affiliates** to **Information Services** is in accordance with section 3.2.3 of the **Code**.
5. The **Compliance Officer** will maintain a record of the approvals and certificate. Any failure to provide the approvals or certificate as described in paragraph 1 and 3 above, or the provision of the approvals or certificate which do not demonstrate adherence to the **Code** will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

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 will review all loans, investments, or other financial support provided to a **Non-Utility Affiliate** to ensure compliance with **section 3.2.4** of the **Code** and **Plan**.

2. The Controller will provide a signed certificate in the form attached to this [Plan](#) as [Schedule “B”](#) attesting that any loans, investments, or other financial support provided to a [Non-Utility Affiliate](#) have been provided on terms no more favourable than what the Non-Utility Affiliate would be able to obtain as a stand-alone entity (the “Financial Arrangements Certificate”). The certificate will be provided to the [Compliance Officer](#) within 60 days of the end of each calendar year.
3. The [Compliance Officer](#) will maintain a record of the above certificate. Any failure to provide a certificate or the provision of a certificate which does not demonstrate adherence to the [Code](#) will be treated as an inquiry under the [Code](#) (see [Section 8](#) of this [Plan](#)).

3.3 Resource Sharing

3.3.1 Sharing of Employees

Policy: ATCO Electric will share employees with [Affiliates](#) on a [Cost Recovery Basis](#) if conditions described in [Section 3.3.1](#) of the [Code](#) are met.

Compliance Measures

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

3.3.2 Transferring of Employees

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

Compliance Measures

1. All employees who transfer from ATCO Electric to an **Affiliate** will sign a confidentiality agreement prior to the transfer. The employee's supervisor will obtain the necessary signed confidentiality agreement prior to the transfer of the employee, and will provide the signed agreement to Human Resources.
2. Human Resources will retain the confidentiality agreement, and provide a quarterly report, (the "Transferred Employees Report"), to the **Compliance Officer** on all instances of ATCO Electric employees transferring to **Affiliates** which have occurred during the reporting period, indicating whether the required signed confidentiality agreement was in place before the transfer took place.
3. The **CPC** will review the "Transferred Employees Report" on a quarterly basis. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the **CPC** for changes to the manner in which employees are transferred to **Affiliates**.
4. Any recommendations by the **CPC** for changes to the manner in which employees transfer to **Affiliates** will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**). 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** of this **Plan**).

3.3.3 Sharing of Assets

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

Compliance Measures

1. The Controller 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. The Controller will provide a signed certificate in the form attached to this [Plan](#) as [Schedule “B”](#), and an annual report of all plant, assets and equipment shared with [Utility Affiliates](#), (the “Shared Assets Report”). The “Shared Assets Report” will identify the methods used to ensure that such sharing is done on a [Cost Recovery Basis](#), the percentage of costs borne by each party and that these percentages were appropriate. The certificate and “Shared Assets Report” will be provided to the [Compliance Officer](#) within 60 days of the end of each calendar year.
4. The [CPC](#) will review the “Shared Assets Report” within 90 days of the end of each calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the [CPC](#) 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 [CPC](#) 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](#) of this [Plan](#)).

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. All new or revised [Shared Services](#) will be documented by a [Services Agreement](#).
2. Prior to receiving a new or revised [Shared Service](#), the [Services Agreement](#) will be prepared by the appropriate ATCO Electric employee and presented to the [CPC](#) for review and approval. A business case identifying that it is prudent to obtain the [Shared Services](#) will be prepared if the annual value of the [Shared Services](#) is estimated to be greater than \$50,000. The business case will be presented to the [CPC](#) for review and approval.
3. Prior to providing a [Shared Service](#), the [Services Agreement](#) will be prepared by the appropriate ATCO Electric employee and presented to the [CPC](#) for review and approval.
4. The [Compliance Officer](#) will maintain an inventory of all [Shared Services](#) obtained from, or provided to an [Affiliate](#).
5. The [Shared Services](#) will be annually reviewed by ATCO Electric’s representatives prior to year end and by the [CPC](#) within 90 days of the end of each calendar year. The results of the review will be reflected in the minutes of the [CPC](#)’s meeting. Any [Shared Service](#) which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the [Services Agreement](#).

3.3.5 Retained for Numbering Consistency

3.3.6 Occasional Services Permitted

Policy: ATCO Electric may receive, or provide, one-off, infrequent, or **Occasional Services** to, or from, an **Affiliate** on a **Cost Recovery Basis**, documented by way of a work order, purchase order, or similar instrument, where the **Occasional Services** are not material as to value, frequency, or use of resources.

Compliance Measures

1. The Controller 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. The Controller will provide a signed certificate in the form attached to this **Plan** as **Schedule “B”**, and an annual report of **Occasional Services** provided by ATCO Electric to an **Affiliate** and vice versa (the “**Occasional Services Report**”). The “**Occasional Services Report**” will indicate whether the services have been provided on a **Cost Recovery Basis** and have been properly documented. The certificate and “**Occasional Services Report**” will be provided to the **Compliance Officer** within 90 days of the end of each calendar year.
3. The **CPC** will review the “**Occasional Services Report**” prior to filing the annual **Compliance Report**. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the **CPC** for changes to the provision, receipt and documentation of **Occasional Services**.
4. Any recommendations by the **CPC** for changes to the provision, receipt and documentation of **Occasional Services**, will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

3.3.7 Emergency Services Permitted

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

Compliance Measures

1. The Controller 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**

2. The Controller will provide a signed certificate in the form attached to this Plan as Schedule “B”, and an annual report of Emergency Services provided by ATCO Electric to an Affiliate and vice versa (the “Emergency Services Report”). The “Emergency Services Report” will indicate whether the services have been provided on a Cost Recovery Basis and have been properly documented. The certificate and “Emergency Services Report” will be provided to the Compliance Officer within 90 days of the end of each calendar year.
3. The CPC will review the “Emergency Services Report” prior to filing the annual Compliance Report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the CPC for changes to the provision, receipt and documentation of Emergency Services.
4. Any recommendations by the CPC for changes to the provision, receipt and documentation of Emergency Services, will be treated as an inquiry under the Code (see Section 8 of this Plan).

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. 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.
2. Prior to implementing a new or revised For Profit Affiliate Service to receive services from an Affiliate the Services Agreement will be reviewed and approved by the CPC. A business case identifying that it is prudent to obtain the For Profit Affiliate Service will be prepared if the annual value of the For Profit Affiliate Service is estimated to be greater than \$50,000. The business case must contain adequate evidence (on a net present value basis appropriate to the life cycle or operating cycle of the services involved) to conclude that the decision to out-source is the lowest cost option for customers, and that the For Profit Affiliate Services have been acquired at a price which is no more than Fair Market Value. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code. The business case will be presented to the CPC for review and approval.

3. 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 **CPC**. **Fair Market Value** will be determined in a manner consistent with Section 4.5 of the **Code**.
4. 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.
5. The **For Profit Affiliate Services** between ATCO Electric and an **Affiliate** will be annually reviewed by ATCO Electric's representatives prior to year end and by the **CPC** within 90 days of the end of each calendar year. The results of the review will be reflected in the minutes of the **CPC's** meeting. Any **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 4 above will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

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 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. The Controller will provide a signed certificate in the form attached to this [Plan](#) as [Schedule “B”](#), and an annual report detailing any asset transfers between ATCO Electric and [Affiliates](#) (the “Asset Transfers Report”). The “Asset Transfers 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](#). The certificate and “Asset Transfers Report” will be provided to the [Compliance Officer](#) within 60 days of the end of each calendar year.
3. Within 90 days of the end of each calendar year, the [CPC](#) will review the “Asset Transfers Report”. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the [CPC](#) 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 [CPC](#) 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](#) of this [Plan](#)).

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. The Controller will provide a signed certificate in the form attached to this [Plan](#) as [Schedule “B”](#), and an annual report detailing any arrangements for obtaining [Operational Efficiencies](#) between ATCO Electric and [Utility Affiliates](#) (the “Asset Transfers Report”). The “Asset Transfers Report” will describe the manner in which the asset transfers were determined to be on a [Cost Recovery Basis](#). The certificate and “Asset Transfers Report” will be provided to the [Compliance Officer](#) within 60 days of the end of each calendar year.

3. Within 90 days of the end of each calendar year, the **CPC** will review the “Asset Transfers 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 **CPC** for changes to the methods used to ensure that asset transfers are on a **Cost Recovery Basis**.
4. Any recommendations by the **CPC** for changes to the methods used to ensure that asset transfers between ATCO Electric and **Affiliates** are valued on a **Cost Recovery Basis** will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

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's 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** 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 will provide a signed certificate in the form attached as **Schedule "B"** to this **Plan** attesting that they have not released **Confidential Information** related to a customer or prospective customer without receiving the prior written consent of the customer or prospective customer, (the "Protection of **Confidential Information** Certificate"), to the **Compliance Officer** within 60 days of the end of each calendar year.
5. The **Compliance Officer** will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 4 above or the provision of a certificate which does not demonstrate adherence to the **Code** will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

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 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 will provide a signed certificate in the form attached as **Schedule “B”** to this **Plan** attesting that they have not released aggregated **Confidential Information** to an **Affiliate** prior to making such information publicly available, (the “Aggregated **Confidential Information** Certificate”), to the **Compliance Officer** within 60 days of the end of each calendar year.
4. The **Compliance Officer** will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 3 above or the provision of a certificate which does not demonstrate adherence to the **Code** will be treated as an inquiry under the **Code** (see **Section 8** of this **Plan**).

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. For ATCO Electric's employees (excluding the **Common Directors** and **Common Officers** of ATCO Electric), a signed acknowledgement that the employee has received, and is familiar with, the **Code** and this **Compliance Plan**, (the "Code Acknowledgement Documentation"), will be obtained on the commencement of employment with ATCO Electric. The acknowledgement will be maintained by Human Resources.
3. For ATCO Electric's consultants, contractors, and agents, the responsible ATCO Electric employee will provide a copy of the **Code** to the affected party, and will obtain 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.
4. 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**.
5. On an annual basis, and within 90 days of the end of each calendar year, each ATCO Electric employee (excluding the **Common Directors** and **Common Officers** of ATCO Electric) will confirm (through written acknowledgement) that they have received the current **Compliance Training Material**, a current copy of the **Code** and this **Compliance Plan**, are aware of their contents, agree to abide by their requirements and have abided by the **Code** in the previous year (the "Code Acknowledgement Documentation"). The written acknowledgements will be maintained by Human Resources.
6. The Human Resources Senior Manager will provide a report to the **CPC** (the "Employee Code Acknowledgements Report"), identifying whether all ATCO Electric employees have completed the "Code Acknowledgement Documentation". The **CPC** will review the "Employee Code Acknowledgements Report" prior to filing the annual **Compliance Report**.
7. The **Compliance Officer** will post the **Code** and the **Compliance Plan** on the ATCO Electric web site.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the **Compliance Officer**

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

Compliance Measures

1. The responsibilities of the **Compliance Officer** are described in Section 7.4 of the **Code** as amended from time to time.

2. Within 90 days of the end of each calendar year, the **Compliance Officer** will prepare a report for review by the **CPC** detailing the manner in which he/she has discharged the above responsibilities, (the “**Compliance Officer’s Report**”). The report will be prepared in a manner consistent with Section 7.4 of the **Code**. The records required to be maintained by the **Compliance Officer** pursuant to Section 7.4 of the **Code** will be retained for a period of six years in a manner sufficient to support a third party audit of the state of compliance with the **Code**.
3. The **CPC** will review the “**Compliance Officer’s Report**” prior to filing the annual **Compliance Report**. The results of the review, and any recommendations by the **CPC** 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 **CPC** 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** of this **Plan**).

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 ATCO Electric’s current **Compliance Plan**, indicating the date of its last review will be filed with the **AUC** as Section (a) of the annual **Compliance Report**.

7.6 The **Compliance Report**

Policy: ATCO Electric will prepare a **Compliance Report** in accordance with Section 7.6 of the **Code**, and file it with the **AUC** within 120 days of the fiscal year end of 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 maintain 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** Acknowledgement

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 [AUC](#)

Policy: The [Compliance Officer](#) shall ensure that instructions on how to refer disputes to the [AUC](#) are contained on the ATCO Electric website

Compliance Measures

1. Instructions for referring disputes to the [AUC](#) will be posted on the ATCO Electric website.

9 RETAINED FOR NUMBERING CONSISTENCY**9.1 Retained for Numbering Consistency****9.2 Retained for Numbering Consistency****10 EFFECTIVE DATE OF THE [COMPLIANCE PLAN](#)**

This amended Plan is effective as of November 1, 2010.

11 SCHEDULE A – OFFICER’S CERTIFICATE

To: The [Alberta Utilities Commission](#)

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

1. My position 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](#).

Signature: _____

Name: _____

Title: _____

Date: _____

12 SCHEDULE B – COMPLIANCE REPORT

To: The ATCO Electric [Compliance Officer](#) and ATCO Electric [Compliance Plan Committee](#)

I, _____ of the City of _____, in the Province of Alberta, acting in my position for 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 for _____ on or before _____.
2. My position with ATCO Electric is _____, and as such I 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](#).

Signature: _____

Name: _____

Title: _____

Date: _____

13 SCHEDULE C – DIRECTORS’ RESOLUTION

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

WHEREAS the Corporation is subject to the oversight by the Alberta Utilities Commission, successor to the Alberta Energy and Utilities Board ("**AUC**"),

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

AND WHEREAS the **AUC** approved a **Compliance Plan** in respect of the Code of Conduct dated October 4, 2010 (the "**Compliance Plan**");

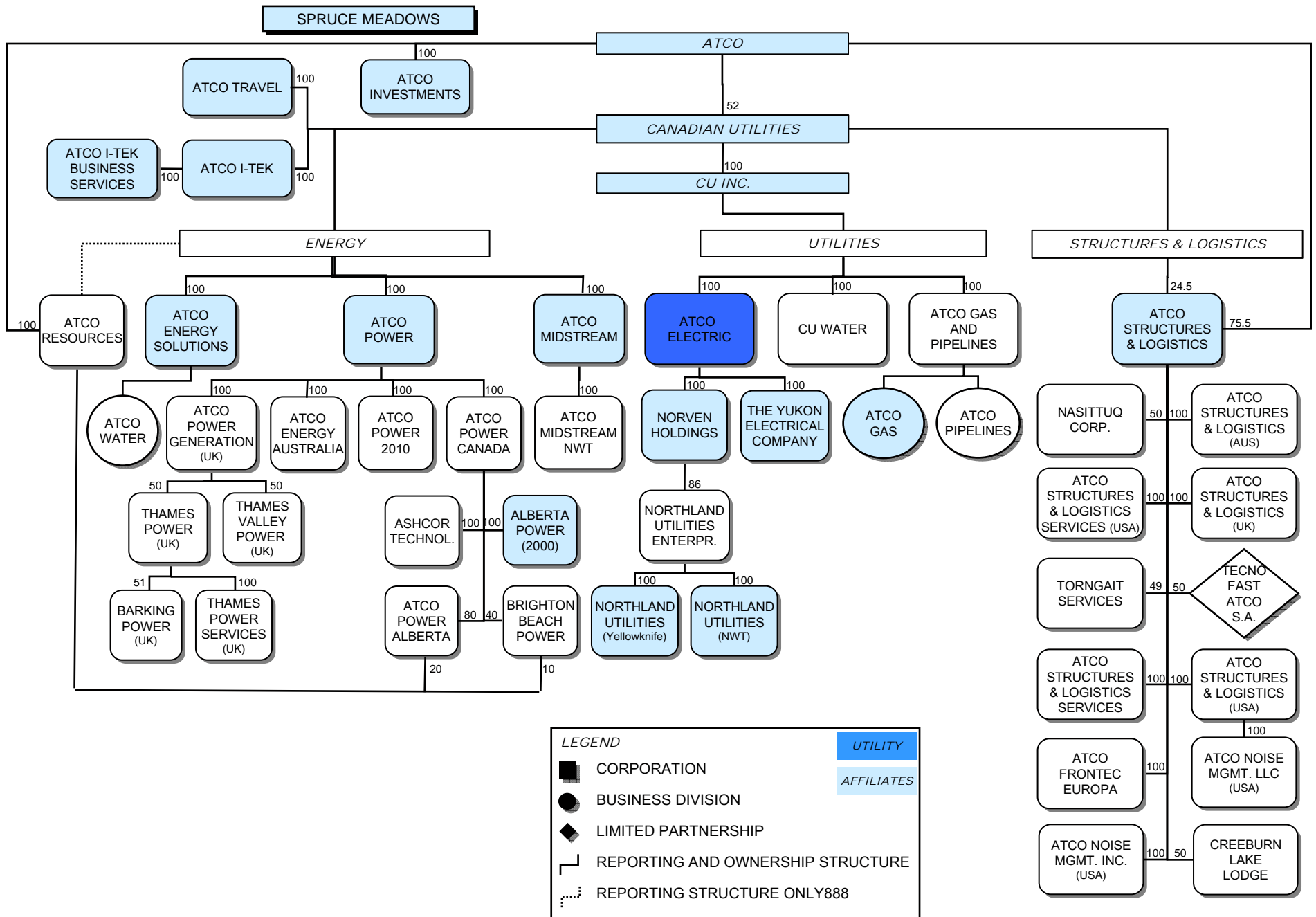
AND WHEREAS the **Compliance Plan** requires annual confirmation on behalf of the Corporation that the **Compliance Plan** has been carried out by the Corporation and its Directors;

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

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

BE IT RESOLVED THAT

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



AFFILIATES OF ATCO ELECTRIC
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ATCO Electric Ltd.

20th Floor, 10035 – 105 Street
Edmonton, AB
T5J 2V6

Directors:

Brian R. Bale
Loraine M. Charlton
James W. Simpson
Nancy C. Southern
Ronald D. Southern

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Sett F. PolicicchioPresident, Capital Projects Division
Roberta L. Lambright.....President, Operations Division
Owen G. EdmondsonExecutive Vice President, Finance & Regulatory
Grant M. LakeSenior Vice President, Development Division
Wayne W. WrightSenior Vice President, Regulatory
Robert V. BaerVice President, Transmission Development
Raymond S. BovenSenior Vice President, HVDC Project
Dennis A. DeChamplainVice President, Controller
G. Dale FriesenVice President, Aboriginal Relations & Health, Safety &
Environment
Paul G. Goguen.....Vice President, Hanna Region Transmission Development
Project
Brenda L. HansonVice President, Project Support
Lillian L. Hvatum-Brewster.....Vice President, Northern Development
David R. JonesVice President, Distribution Technology Services
Thomas N. McGhan.....Vice President, Contracting, Procurement & Transmission
Capital
Todd B. McLaren.....Vice President, HVDC Line Construction Contract
Administration
Margaret J. O'Brien.....Vice President, Labour Relations & Corporate
Communications
Kris W. SakowskyVice President, Engineering & Construction
Douglas F. TenneyVice President, Hydro Development
Diane A. Wilson.....Vice President, Regulatory
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO Electric builds, operates and maintains a safe, reliable system of transmission and distribution lines, delivering power to homes, farms and businesses. ATCO Electric serves nearly 211,000 customers in 245 communities throughout northern and east-central Alberta.

Alberta Power (2000) Ltd.

900, 919 – 11 Avenue SW
Calgary, AB
T2R 1P3

Directors:

Brian R. Bale
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson

Officers:

Nancy C. SouthernChair & Chief Executive Officer
John W. Ell.....President
Carl F. FuchshuberVice President Commercial, Strategic Planning
Gord K.J. McPhee.....Vice President, Commercial
Brian G. MilneVice President, Finance
Ronald A. Parent.....Vice President, Human Resources & Corporate Services
Robert S. Piro.....Vice President, IPP Operations
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

Alberta Power (2000) is engaged in the power generation business.

ATCO Energy Solutions Ltd.
8th Floor, 909 – 11 Avenue SW
Calgary, AB
T2R 1N6

Directors:

Robert J. Myles
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Robert A. Cerkiewicz.....Vice President, Controller
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO Energy Solutions is focused on building, owning and operating energy infrastructure outside the scope of other ATCO companies' services. In addition, ATCO Energy Solutions Provides a range of partnership options to deliver water and wastewater solutions to industrial and municipal customers through its division ATCO Water.

ATCO Gas, a division of ATCO Gas and Pipelines Ltd.

20th Floor, 10035 – 105 Street
Edmonton, AB
T5J 2V6

Directors (ATCO Gas and Pipelines Ltd.):

Brian R. Bale
Loraine M. Charlton
James W. Simpson
Nancy C. Southern
Ronald D. Southern

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Brian R. HahnPresident
Owen G. EdmondsonExecutive Vice President, Finance & Regulatory
Alan J. DixonSenior Vice President & Chief Engineer
Wayne W. WrightSenior Vice President, Regulatory
Keith D. CarterVice President, Parkland Division
Graeme M. FelthamVice President, Prairie Peaks Division
G. Dale FriesenVice President, Aboriginal Relations & Health, Safety &
Environment
Daryl S. KongVice President, Calgary Operations
Margaret J. O'Brien.....Vice President, Labour Relations & Corporate
Communications
William C. StephensVice President, Edmonton Operations
Diane A. Wilson.....Vice President, Regulatory
Patricia Spruin.....Secretary
Carol GearAssistant Secretary

Description of Business:

ATCO Gas is a division of ATCO Gas and Pipelines Ltd. ATCO Gas is an Alberta-based, province wide natural gas distribution company, serving more than one million municipal, residential, industrial and commercial customers in nearly 300 communities.

ATCO Investments Ltd.
1400, 909 – 11 Avenue SW
Calgary, AB
T2R 1N6

Directors:

Linda A. Heathcott
Nancy C. Southern
Ronald D. Southern

Officers:

Nancy C. SouthernChair, President & Chief Executive Officer
Susan R. WerthVice President
Paul G. WrightVice President
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO Investments is a commercial real estate investment company.

ATCO I-Tek Business Services Ltd.

5th Floor, 10035 – 105 Street
Edmonton, AB
T5J 1C8

Directors:

Robert J. Myles
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Scott J. GarveyPresident
Scott C. Roszell.....Vice President, Controller
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO I-Tek Business Services provides billing and customer care services to a diverse client group.

ATCO I-Tek Inc.

5th Floor, 10035 – 105 Street
Edmonton, AB
T5J 1C8

Directors:

Robert J. Myles
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Scott J. GarveyPresident
Vivian W. ChengVice President, Applications
Pamela G. MoellmannVice President, Technologies
Scott C. Roszell.....Vice President, Controller
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO I-Tek provides information technology integration and support and applications strategy development and implementation to a diverse client group.

ATCO Ltd.

1600, 909 – 11 Avenue SW
Calgary, AB
T2R 1N6

Directors:

Robert T. Booth
Bertrand P. Collomb
Brian P. Drummond
Rt. Hon. Donald F. Mazankowski
Helmut M. Neldner
Michael R.P. Rayfield
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson, Lead Director

Officers:

Ronald D. Southern.....Chairman of the Board
Nancy C. SouthernDeputy Chair, President & Chief Executive Officer
Siegfried W. Kiefer.....Managing Director, Utilities
Brian R. Bale.....Senior Vice President & Chief Financial Officer
Kevin J. CummingSenior Vice President, Northern Development
Robert J. MylesSenior Vice President, Corporate Development & Planning
Susan R. WerthSenior Vice President & Chief Administration Officer
Erhard M. Kiefer.....Group Vice President, Human Resources & Corporate
Services
Carson J. Ackroyd.....Vice President, Marketing & Communications
Donald E. BelsheimVice President, Operational Audit
Kevin P. Hunt.....Vice President, Internal Audit & Risk Management
Robert C. NeumannVice President, Controller
Patricia Spruin.....Vice President, Administration & Corporate Secretary
Paul G. WrightVice President, Finance & Treasury
Carol Gear.....Assistant Corporate Secretary

Description of Business:

Alberta-based ATCO Ltd., with more than 7,700 employees and assets of approximately \$10.0 billion, delivers service excellence and innovative business solutions worldwide with leading companies engaged in Utilities (pipelines, natural gas and electricity transmission and distribution), Energy (power generation, natural gas gathering, processing, storage and liquids extraction), Structures & Logistics (manufacturing, logistics and noise abatement) and Technologies (business systems solutions).

ATCO Midstream Ltd.
900, 240 – 4th Avenue SW
Calgary, AB
T2P 4H4

Directors:

Brian R. Bale
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Kevin J. CummingPresident
Michael R. DeverSenior Vice President & General Manager
Robert A. Cerkiewicz.....Vice President, Controller
Randall D. HughesVice President, Business Development
Marie W. Yan.....Vice President, Storage & Energy Services
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO Midstream owns and operates natural gas gathering, processing, storage and liquids extraction facilities providing services to Canadian natural gas producers and shippers.

ATCO Power Ltd.

900, 919 – 11 Avenue SW
Calgary, AB
T2R 1P3

Directors:

Brian R. Bale
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson

Officers:

Nancy C. SouthernChair & Chief Executive Officer
John W. Ell.....President
Gord K.J. McPhee.....Vice President, Commercial
Brian G. MilneVice President, Finance
Ronald A. Parent.....Vice President, Human Resources & Corporate Services
Robert S. Piro.....Vice President, IPP Operations
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO Power is an international leader in developing, constructing, owning and operating independent, environmentally progressive natural gas fired power projects in Canada, the United Kingdom and Australia.

ATCO Structures & Logistics Ltd.

5115 Crowchild Trail SW
Calgary, AB
T3E 1T9

Directors:

Ian M. Allison
Daniel A. French
Robert J. Normand
Michael R.P. Rayfield
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson, Lead Director

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Ronald D. Southern.....Deputy Chairman
Henry G. WilmotPresident & Chief Operating Officer
Michael M. ClennettExecutive Vice President, International Business
Development
George J. Lidgett.....Executive Vice President, Manufacturing & Operations
D. Brent MorganExecutive Vice President, Workforce Housing & Space
Rentals
Boris I. Rassin.....Executive Vice President, Business Development
Brian M. Andrews.....Senior Vice President, Commercial
R. Michael GervaisSenior Vice President, Business Development, Military
Projects
Harish K. Mohan.....Senior Vice President, Finance & Group Controller
Paul J. van den Camp.....Senior Vice President, Construction
Harold A. Wong.....Senior Vice President & General Manager, Higgott-Kane
Division
R. John EvisonVice President, Business Development, Commercial
Construction & Noise Attenuation
William J. Haliburton.....Vice President, Manufacturing
Alfred S. HanVice President, Finance & Controller
David W. Read.....Vice President, Human Resources & Corporate Services
Gerard A. WalshVice President, International Operations, Military Projects
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO Structures & Logistics is an international diversified company engaged in the manufacture, sale and lease of workforce housing and modular buildings, the rapid mobilization and provision of lodging and support services, remote facilities operations and maintenance, and the design, supply and construction of industrial noise abatement solutions.

ATCO Travel Ltd.

1243 McKnight Boulevard NE
Calgary, AB
T2E 5T1

Directors:

Robert J. Myles
James W. Simpson
Nancy C. Southern
Ronald D. Southern
Charles W. Wilson

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

ATCO Travel provided a wide range of corporate and vacation travel services.

Canadian Utilities Limited

1600, 909 – 11 Avenue SW
Calgary, AB T2R 1N6

Directors:

Robert T. Booth
Loraine M. Charlton
David A. Dodge
Denis M. Ellard
Linda A. Heathcott
Robert J. Normand
Robert J. Routs
James W. Simpson, Lead Director
Nancy C. Southern
Ronald D. Southern
Roger J. Urwin
Charles W. Wilson

Officers:

Ronald D. Southern.....Chairman of the Board
Nancy C. Southern.....Deputy Chair, President & Chief Executive Officer
Siegfried W. Kiefer.....Managing Director, Utilities
Brian R. Bale.....Senior Vice President & Chief Financial Officer
Kevin J. Cumming.....Senior Vice President, Northern Development
Robert J. Myles.....Senior Vice President, Corporate Development & Planning
Susan R. Werth.....Senior Vice President & Chief Administration Officer
Erhard M. Kiefer.....Group Vice President, Human Resources & Corporate
Services
Carson J. Ackroyd.....Vice President, Marketing & Communications
Donald E. Belsheim.....Vice President, Operational Audit
Kevin P. Hunt.....Vice President, Internal Audit & Risk Management
Robert C. Neumann.....Vice President, Controller
Patricia Spruin.....Vice President, Administration & Corporate Secretary
Paul G. Wright.....Vice President, Finance & Treasury
Carol Gear.....Assistant Corporate Secretary

Description of Business:

Alberta-based Canadian Utilities Limited, with more than 5,700 employees and assets of approximately \$9.0 billion, delivers service excellence and innovative business solutions worldwide with leading companies engaged in Utilities (pipelines, natural gas and electricity transmission and distribution), Energy (power generation, natural gas gathering, processing, storage and liquids extraction) and Technologies (business systems solutions).

CU Inc.

1600, 909 – 11 Avenue SW
Calgary, AB T2R 1N6

Directors:

Brian R. Bale
Lorraine M. Charlton
James W. Simpson
Nancy C. Southern
Roger J. Urwin

Officers:

Nancy C. Southern.....Chair, President & Chief Executive Officer
James W. Simpson.....Deputy Chair
Brian R. Bale.....Senior Vice President & Chief Financial Officer
Susan R. Werth.....Senior Vice President & Chief Administration Officer
Paul G. Wright.....Vice President, Finance & Treasury
Patricia Spruin.....Corporate Secretary
Carol Gear.....Assistant Corporate Secretary

Description of Business:

CU Inc., a wholly owned subsidiary of Canadian Utilities Limited, is a holding company whose principal operating subsidiaries are ATCO Electric Ltd., ATCO Gas and Pipelines Ltd. and CU Water Limited.

Northland Utilities (NWT) Limited

66 Woodland Drive, Bay 1
Hay River, NT
X0E 1G1

Directors:

Darrell K. Beaulieu
Loraine M. Charlton
Kevin J. Cumming
Siegfried W. Kiefer
Gregory J. Nyuli
James W. Simpson
Nancy C. Southern
Ronald D. Southern

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Roberta L. Lambright.....President
Dennis A. DeChamplainVice President, Controller
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

Northland Utilities (NWT) delivers electricity to 2,694 commercial and residential customers in the Northwest Territories.

Northland Utilities (Yellowknife) Limited

481 Range Lake Road
Yellowknife, NT
X1A 3A6

Directors:

Darrell K. Beaulieu
Loraine M. Charlton
Kevin J. Cumming
Siegfried W. Kiefer
Gregory J. Nyuli
James W. Simpson
Nancy C. Southern
Ronald D. Southern

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Roberta L. Lambright.....President
Dennis A. DeChamplainVice President, Controller
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

Northland Utilities (Yellowknife) delivers electricity to 7,951 commercial and residential customers in Yellowknife.

Norven Holdings Inc.
20th Floor, 10035 - 105 Street
Edmonton, AB
T5J 2V6

Directors:

Brian R. Bale
Loraine M. Charlton
Kevin J. Cumming
James W. Simpson
Nancy C. Southern
Ronald D. Southern

Officers:

Nancy C. SouthernChair & Chief Executive Officer
Roberta L. Lambright.....President
Dennis A. DeChamplainVice President, Controller
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

Norven Holdings Inc. owns 86% of the common shares of Northland Utilities Enterprises Ltd.

Spruce Meadows

18011 Spruce Meadows Way SW
Calgary, AB
T2J 5G5

Directors and Officers:

- Margaret E. SouthernChairman
- Linda A. Heathcott.....President & Chief Executive Officer
- Ian Allison.....Vice President, Television & Media Services
- Kurby CourtVice President, Director, Special Features

Description of Business:

Spruce Meadows is an equestrian centre located on Calgary’s southern city limits in the Foothills Municipality. It has been in operation since 1975 and was created for the development of the equestrian sport in Alberta and Canada. Recently Spruce Meadows was voted the Number One Show Jumping Venue in the world.

The Yukon Electrical Company Limited

#100, 1100 – First Avenue
Whitehorse, YT
Y1A 3T4

Directors:

Brian R. Bale
Loraine M. Charlton
Kevin J. Cumming
James W. Simpson
Nancy C. Southern
Ronald D. Southern

Officers:

Nancy C. Southern.....Chair & Chief Executive Officer
Roberta L. Lambright.....President
Dennis A. DeChamplainVice President, Controller
Patricia Spruin.....Secretary
Carol Gear.....Assistant Secretary

Description of Business:

The Yukon Electrical Company delivers electricity to 15,883 commercial and residential customers in the Yukon.

AFFILIATE COMPLIANCE PLAN
Utility Directors and Officers
as of December 31, 2010

Name	Common Director	Common Officer	ATCO Electric	ATCO Gas and Pipelines Ltd.	ATCO Gas Division	ATCO Pipelines Division	Other Non-Utility Affiliates
Arndt, S.R.				O		O	No
Baer, R.V.			O				No
Bale, B.R.	√		D	D			D and O
Boven, R.S.			O				No
Carter, K.D.				O	O		No
Charlton, L.M.	√		D	D			D
DeChamplain, D.A.		√	O				O – N60
Dixon, A.J.				O	O		No
Dolan, B.G.				O		O	No
Edmondson, O.G.			O	O	O	O	No
Feltham, G.M.				O	O		No
Friesen, G.D.			O	O	O	O	No
Gear, C.		√	O	O	O	O	O
Goguen, P.G.			O				No
Hahn, B.R.				O	O		No
Hanson, B.L.			O				No
Jansen, E.L.				O		O	No
Jones, D.R.			O				No
Kong, D.S.				O	O		No
Lake, G.M.			O				No
Lambright, R.L.		√	O				O – N60
McGhan, T.N.			O				No
McLaren, T.B.			O				No

AFFILIATE COMPLIANCE PLAN
Utility Directors and Officers
as of December 31, 2010

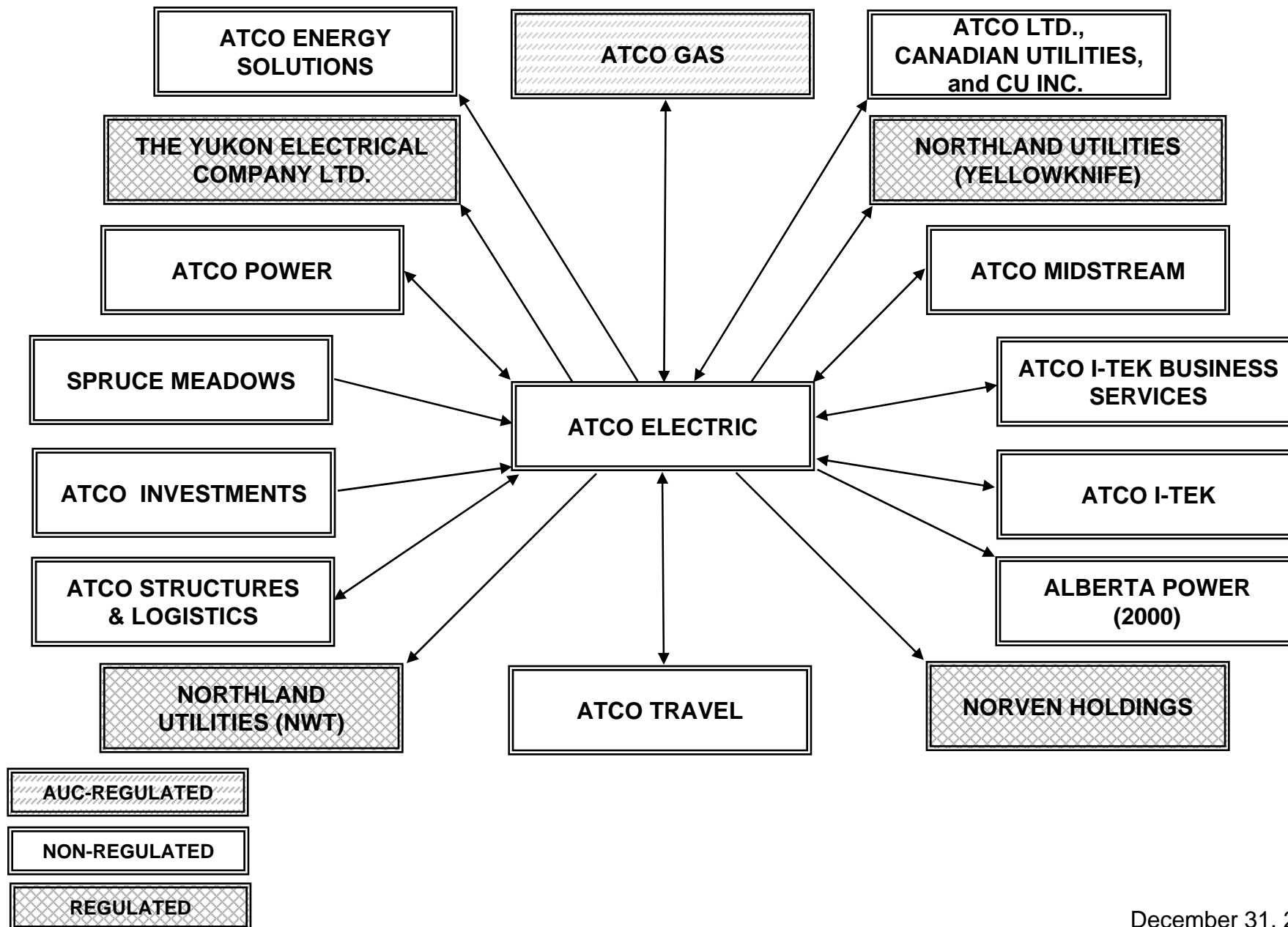
Name	Common Director	Common Officer	ATCO Electric	ATCO Gas and Pipelines Ltd.	ATCO Gas Division	ATCO Pipelines Division	Other Non-Utility Affiliates
O'Brien, M.J.			O	O	O	O	No
Policicchio, S.F.			O				No
Sakowsky, K.W.			O				No
Simpson, J.W.	√		D	D			D
Southern, N.C.	√	√	D and O	D and O	O	O	D and O
Southern, R.D.	√		D	D			D and O
Spruin, P.		√	O	O	O	O	O
Stephens, W.C.				O	O		No
Tenney, D.F.			O				No
Wilson, D.A.			O	O	O	O	No
Wright, W.W.			O	O	O	O	No

Legend: D – Director, N-60 – North of 60 Companies, O – Officer

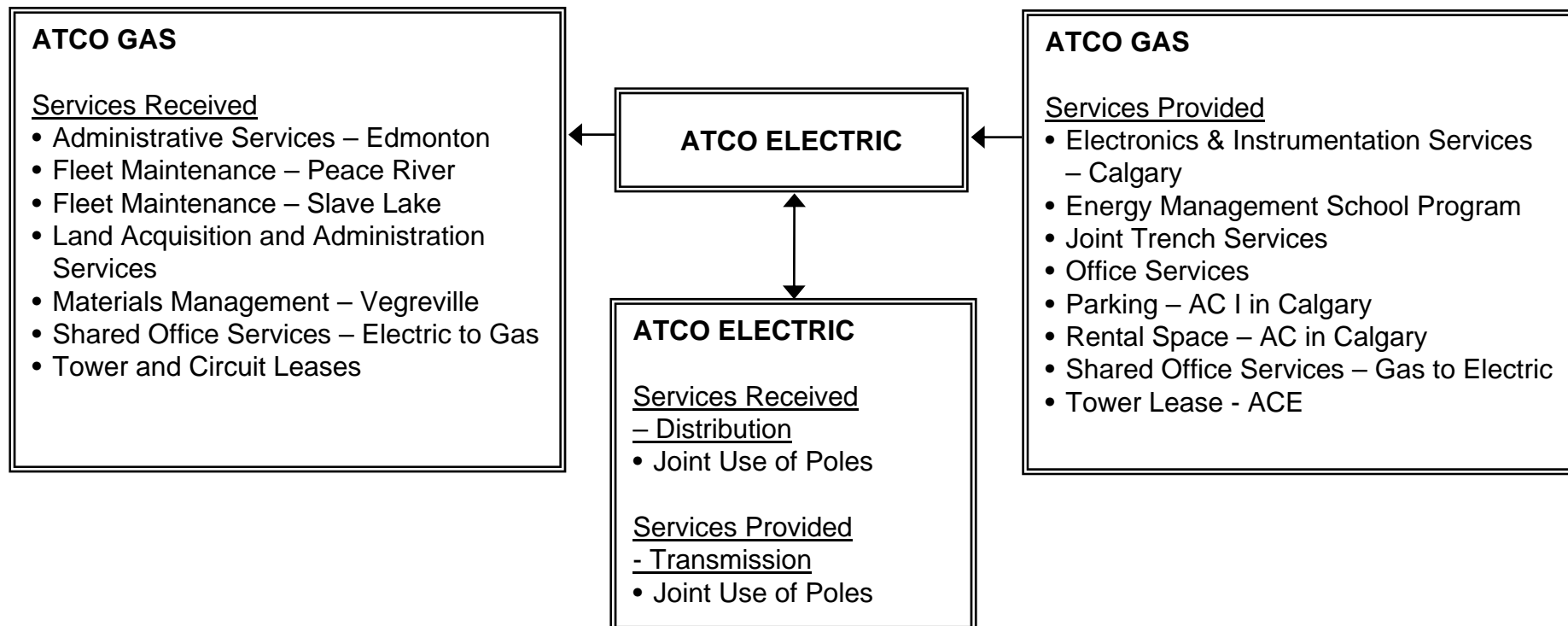
AFFILIATE COMPLIANCE PLAN
Utility Directors and Officers with Governance Requirements
as of December 31, 2010

Name	Utility				Common Director	Common Officer	Separate Operations 3.1.1	Common Directors 3.1.2	Separate Management 3.1.3	Separate Management Exception 3.1.4	Guiding Principle 3.1.5
	AE	AG	AP	ALL							
Bale, B.R.				X	X		X	X			X
Charlton, L.M.				X	X		X	X			X
DeChamplain, D.A.	X					X	X		X	X	X
Edmondson, O.G.				X					X		X
Friesen, G.D.				X					X		X
Gear, C.				X		X	X		X		X
Lambright, R.L.	X					X	X		X	X	X
O'Brien, M.J.				X					X		X
Simpson, J.W.				X	X		X	X			X
Southern, N.C.				X	X	X	X	X	X		X
Southern, R.D.				X	X		X	X			X
Spruin, P.				X		X	X		X		X
Wilson, D.A.				X					X		X
Wright, W.W.				X					X		X

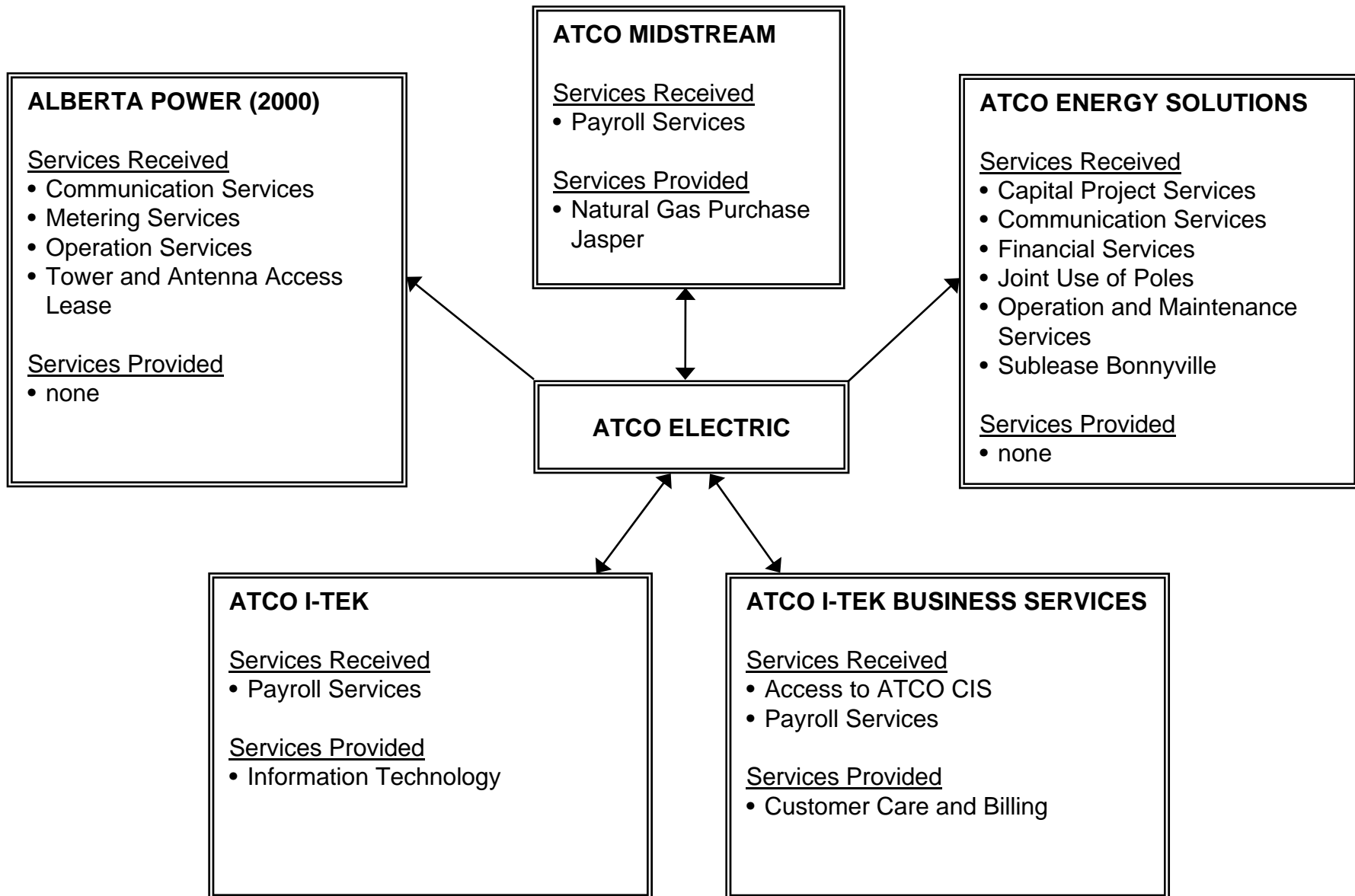
ATCO ELECTRIC AFFILIATE TRANSACTIONS



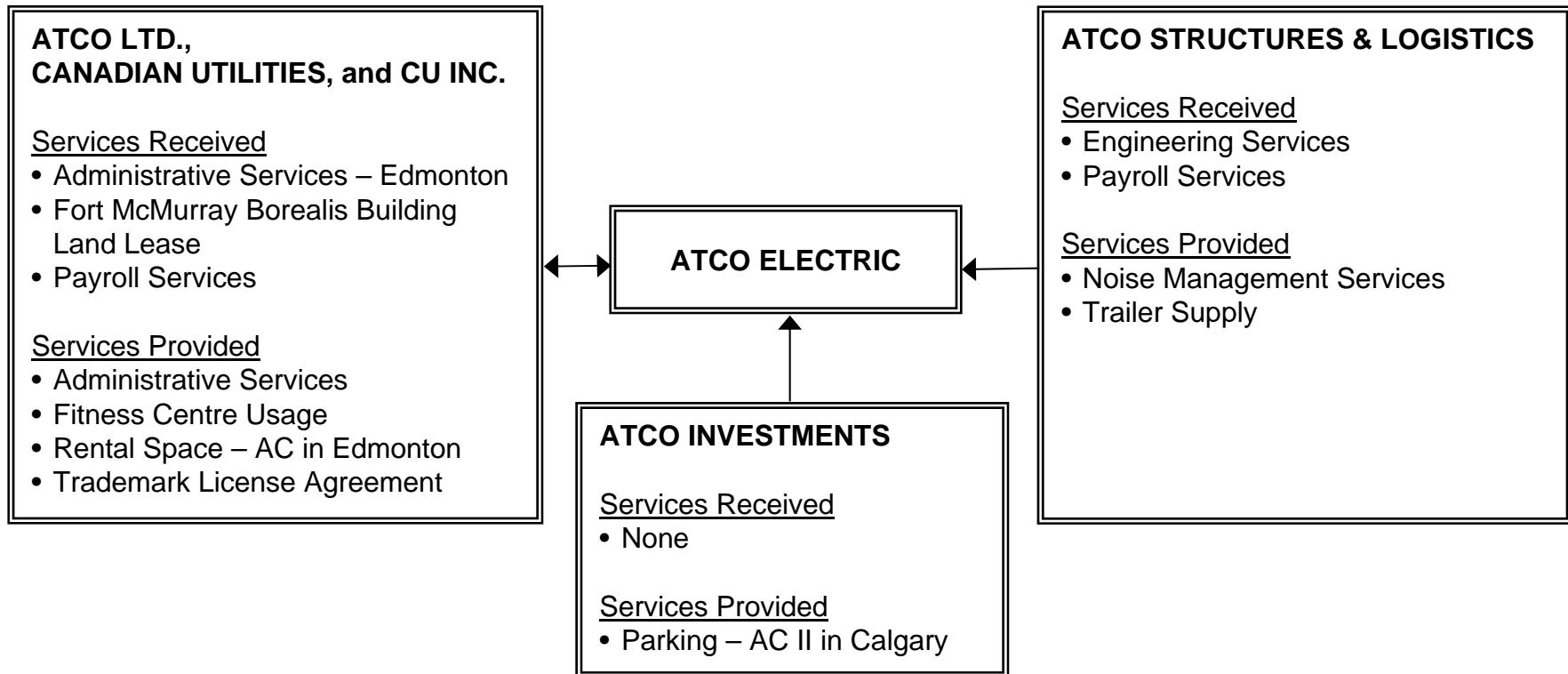
ATCO ELECTRIC AFFILIATE TRANSACTIONS



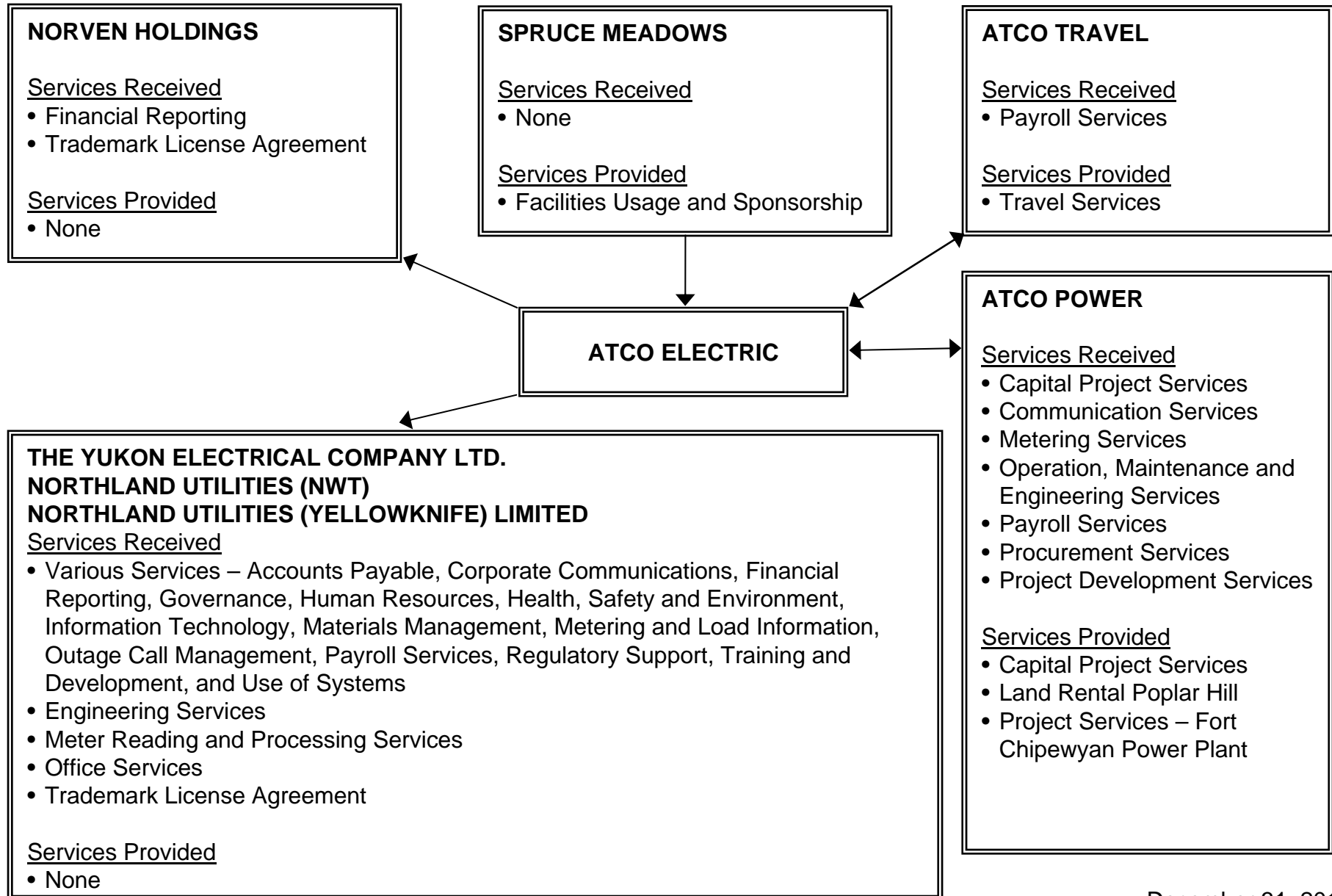
ATCO ELECTRIC AFFILIATE TRANSACTIONS



ATCO ELECTRIC AFFILIATE TRANSACTIONS



ATCO ELECTRIC AFFILIATE TRANSACTIONS



ATCO Electric
Summary of Major Transactions
For the Year To Date to December 31, 2010

Appendix 5
Page 1 of 2

Service Name	Description	Transaction With	2010 Actual
			\$'000
TRANSMISSION AND DISTRIBUTION			
<u>REVENUES / EXPENSE</u>			
<u>JOINT USE OF POLES</u>			
Joint Use of Poles	Provision of all personnel, materials and supervision necessary for the joint use of poles owned by AEL	Transmission and Distribution	561
TOTAL JOINT USE OF POLES REVENUE / EXPENSE			561
INTEREST ON SHORT TERM ADVANCES			
<u>REVENUE</u>			
<u>INTEREST ON SHORT TERM ADVANCES</u>			
Interest on Short Term Advances - NUY	Interest revenue on short term advances	Northland Utilities (Yellowknife) Limited	13
Interest on Short Term Advances - Norven		Norven Holdings Inc.	7
TOTAL INTEREST ON SHORT TERM ADVANCES REVENUE			20
INTEREST ON LONG TERM DEBT			
<u>REVENUE</u>			
<u>INTEREST ON LONG TERM DEBT</u>			
Interest on Long Term Debt - YECL		The Yukon Electrical Company Limited	1,970
Interest on Long Term Debt - NWT	Interest revenue on debentures	Northland Utilities (NWT) Limited	469
Interest on Long Term Debt - NUY		Northland Utilities (Yellowknife) Limited	1,190
TOTAL INTEREST ON LONG TERM DEBT REVENUE			3,629
ATCO GAS			
<u>EXPENSES</u>			
<u>OFFICE SERVICES</u>			
Office Services - Mailroom	Reprographics, mailing and facilities co-ordination services	ATCO Gas	172
Office Services - Printshop			514
TOTAL OFFICE SERVICES EXPENSE			686
CANADIAN UTILITIES LIMITED, CU INC. AND ATCO LTD.			
<u>EXPENSES</u>			
<u>ADMINISTRATIVE SERVICES</u>			
Corporate Aircraft	Use of corporate aircraft	Canadian Utilities Limited	2,185
			<u>2,185</u>
Administrative Services (CUL)	Corporate governance, policy and strategic direction, corporate secretarial, financial, human resources,	Canadian Utilities Limited	1,506
Administrative Services (CU Inc.)	information technology, insurance, internal audit, finance and	CU Inc.	135
Administrative Services (ATCO)	treasury	ATCO Ltd.	10,535
			<u>12,176</u>
TOTAL ADMINISTRATIVE SERVICES EXPENSE			14,361

ATCO Electric
Summary of Major Transactions
For the Year To Date to December 31, 2010

<u>Service Name</u>	<u>Description</u>	<u>Transaction With</u>	<u>2010 Actual</u>
<u>RENT</u>			
Rental Space - AC In Edmonton	Subleasing of space in the ATCO Centre in Edmonton and share of operating expenses	Canadian Utilities Limited	6,966
TOTAL RENT EXPENSE			6,966
<u>TRADEMARK LICENSE AGREEMENT (ATCO LTD)</u>			
Trademark License Agreement	Use of trademarks in authorized territories and business operations	ATCO Ltd.	2,000
TOTAL TRADEMARK LICENSE AGREEMENT (ATCO LTD) EXPENSE			2,000
INTEREST ON SHORT TERM ADVANCES			
<u>EXPENSES</u>			
<u>INTEREST ON SHORT TERM ADVANCES</u>			
Interest on Short Term Advances - YECL	Interest expense on short term advances	YECL	15
Interest on Short Term Advances - CU Inc.		CU Inc.	100
TOTAL INTEREST ON SHORT TERM DEBT			115
INTEREST ON LONG TERM DEBT			
<u>EXPENSES</u>			
<u>INTEREST ON LONG TERM DEBT</u>			
Interest on Long Term Debt - CU Inc.	Interest expense on debentures	CU Inc.	87,500
TOTAL INTEREST ON LONG TERM DEBT			87,500
			\$'000
DIVIDENDS ON EQUITY PREFERRED SHARES			
<u>EXPENSES</u>			
<u>DIVIDENDS ON EQUITY PREFERRED SHARES</u>			
Dividends on Equity Preferred Shares - CU Inc.	Dividend expense on equity preferred shares	CU Inc.	11,840
Dividends on Equity Preferred Shares - CUL		Canadian Utilities Limited	2,055
TOTAL DIVIDENDS ON EQUITY PREFERRED SHARES EXPENSE			13,895
ATCO I-TEK			
<u>EXPENSES</u>			
<u>INFORMATION TECHNOLOGY</u>			
Information Technology Services	IT applications, maintenance and enhancements, operations support of mainframe and distributed systems, operational technology support, customer support and data and voice telecommunication services. Preparation of scope documents and the development, testing, implementation, operation and maintenance of new systems and technologies	ATCO I-Tek Inc.	32,424
TOTAL INFORMATION TECHNOLOGY EXPENSE			32,424
ATCO I-TEK BUSINESS SERVICES			
<u>EXPENSES</u>			
<u>CUSTOMER CARE AND BILLING</u>			
Customer Care and Billing Services	Maintain customer information including meter inventories, prepare and distribute customer bills, process customer payments and management of receivables, credit and collection services, respond to customer billing and service inquiries, and maintain the internal controls for each of these functions	ATCO I-Tek Business Services Ltd.	11,051
TOTAL CUSTOMER CARE AND BILLING EXPENSE			11,051

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Gas
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
		\$'000
<u>REVENUES</u>		
<u>SHARED OFFICE SERVICES - ELECTRIC TO GAS</u>		
Shared Office Services - Electric to Gas - Fort McMurray		4
Shared Office Services - Electric to Gas - Slave Lake		16
Shared Office Services - Electric to Gas - Peace River		15
Shared Office Services - Electric to Gas - Peace River (Falher)		8
Shared Office Services - Electric to Gas - Grande Prairie		6
Shared Office Services - Electric to Gas - Jasper	Use of labour, office and warehouse space, office related supplies, office building and warehouse operations and maintenance and yard space	4
Shared Office Services - Electric to Gas - Grande Prairie		12
Shared Office Services - Electric to Gas - Oyen		19
Shared Office Services - Electric to Gas - Vegreville		28
Shared Office Services - Electric to Gas - Vermilion		59
Shared Office Services - Electric to Gas - Cold Lake		89
TOTAL SHARED OFFICE SERVICES - ELECTRIC TO GAS		260
<u>TOWER AND CIRCUIT LEASES</u>		
Tower and Circuit Leases	Use of tower and antenna access and circuit lease	62
TOTAL TOWER AND CIRCUIT LEASES REVENUE		62
<u>LAND ACQUISITION AND ADMINISTRATION SERVICES</u>		
Land Acquisition and Administration Services	Provision of personnel to complete land work on behalf of ATCO Gas	0
TOTAL LAND ACQUISITION AND ADMINISTRATION SERVICES REVENUE		0
<u>WAREHOUSING SUPPORT REVENUE</u>		
Materials Management - Vegreville	Receiving and sending shipments of materials	3
TOTAL WAREHOUSING SUPPORT REVENUE		3
<u>FLEET MAINTENANCE</u>		
Fleet Maintenance - Peace River		10
Fleet Maintenance - Slave Lake	Vehicle servicing and repairs	0
TOTAL FLEET MAINTENANCE REVENUE		10
<u>ADMINISTRATIVE SERVICES - EDMONTON</u>		
Administrative Services - Edmonton	Provision of administrative support services to personnel located on 19th and 20th floor ATCO Centre Edmonton	8
TOTAL ADMINISTRATIVE SERVICES - EDMONTON REVENUE		8
<u>EXPENSES</u>		
<u>LEASE AGREEMENT</u>		
Rental Space - AC in Calgary		491
Parking - AC 1 in Calgary	Provision of rental and parking space in the ATCO Centre in Calgary	29
TOTAL LEASE AGREEMENT EXPENSE		520
<u>SHARED OFFICE SERVICES - GAS TO ELECTRIC</u>		
Shared Office Services - Gas to Electric - Vermilion	Clerical support, processing new service applications, forward customer bills	29
Shared Office Services - Gas to Electric - Cold Lake		13
TOTAL SHARED OFFICE SERVICES - GAS TO ELECTRIC EXPENSE		42
<u>JOINT TRENCH SERVICES</u>		
Joint Trench - Grande Prairie	Provision of personnel and equipment services for joint party trenching services	118
TOTAL JOINT TRENCH SERVICES EXPENSE		118
<u>ELECTRONICS & INSTRUMENTATION SERVICES - CALGARY</u>		
Electronics & Instrumentation Services - Calgary	Provision of personnel and equipment services for operational and technical support services, including maintenance and repair work of line locating equipment and gas detectors	1
TOTAL ELECTRONICS & INSTRUMENTATION SERVICES - CALGARY EXPENSE		1

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Gas
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
		\$'000
<u>TOWER LEASE - ACE</u>		
Tower Lease - ACE	The right to install, operate and maintain antenna and equipment on towers in designated locations	5
TOTAL TOWER LEASE - ACE EXPENSE		5
<u>ENERGY MANAGEMENT SCHOOL PROGRAM</u>		
Energy Management School Program	Recovery of assets used to deliver the Energy Management school program by ATCO Gas to provide energy management services to ATCO Electric	10
TOTAL ENERGY MANAGEMENT SCHOOL PROGRAM EXPENSE		10
<u>ASSET TRANSFER</u>		
Asset Transfer	Furniture purchase	221
TOTAL ASSET TRANSFER		221

ATCO Electric
Summary of Other Affiliate Transactions - Canadian Utilities Limited, CU Inc. and ATCO Ltd.
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
		\$'000
<u>REVENUES</u>		
<u>PAYROLL SERVICES</u>		
Payroll Services	Payroll processing, employee records maintenance, payroll distribution reporting, statutory requirements, payroll taxes and benefits administration	19
TOTAL PAYROLL SERVICES REVENUE		19
<u>LEASE AGREEMENT</u>		
Fort McMurray Borealis Building Land Lease	Fort McMurray Borealis Building Land Lease	30
TOTAL LEASE AGREEMENT REVENUE		30
<u>ADMINISTRATIVE SERVICES - EDMONTON</u>		
Administrative Services - Edmonton	Provision of administrative support services to personnel located on 19th and 20th floor ATCO Centre Edmonton	18
TOTAL ADMINISTRATIVE SERVICES - EDMONTON REVENUE		18
<u>EXPENSES</u>		
<u>FITNESS CENTRE USAGE</u>		
Fitness Centre Usage	Proportionate share of the ATCO Fitness Centre usage costs	14
FITNESS CENTRE USAGE EXPENSE		14
<u>COMMERCIAL PRODUCTION</u>		
Commercial Production	Commercial production for advertising campaign	20
COMMERCIAL PRODUCTION EXPENSE		20

ATCO Electric
Summary of Other Affiliate Transactions - ATCO I-Tek Business Services Ltd.
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
		\$'000
<u>REVENUES</u>		
<u>PAYROLL SERVICES</u>		
Payroll Services	Payroll processing, employee records maintenance, payroll distribution reporting, statutory requirements, payroll taxes and benefits administration	0
TOTAL PAYROLL SERVICES REVENUE		0
<u>CIS LICENSE AGREEMENT</u>		
Access to ATCO CIS	License fees for use of ATCO CIS	0
TOTAL CIS LICENSE AGREEMENT REVENUE		0

ATCO Electric
Summary of Other Affiliate Transactions - ATCO I-Tek Inc.
 For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
		\$'000
<u>REVENUES</u>		
<u>PAYROLL SERVICES</u>		
Payroll Services	Payroll processing, employee records maintenance, payroll distribution reporting, statutory requirements, payroll taxes and benefits administration	113
TOTAL PAYROLL SERVICES REVENUE		113
<u>EXPENSES</u>		
<u>ASSET TRANSFER</u>		
Asset Transfer	Furniture purchase	476
TOTAL ASSET TRANSFER		476

ATCO Electric
Summary of Other Affiliate Transactions - Alberta Power (2000) Ltd.
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
		\$'000
<u>REVENUES</u>		
<u>OPERATION SERVICES</u>		
Operation Services	Substation facility operator services, access to SCADA facilities and administrative and special services	19
TOTAL OPERATION SERVICES REVENUE		19
<u>TOWER AND ANTENNA ACCESS LEASE</u>		
Tower and Antenna Access Lease	Use of tower and antenna access	5
TOTAL TOWER AND ANTENNA ACCESS LEASE REVENUE		5
<u>METERING SERVICES</u>		
Metering Services	Meter data collection and management and meter testing/sealing and troubleshooting	33
TOTAL METERING SERVICES REVENUE		33
<u>COMMUNICATION SERVICES</u>		
Communication Services	Access to AEL's communication facilities for the purpose of carrying AP2000's SCADA data and for AP2000's operating generators at Rainbow Lake 1, 2 and 3, Battle River 3, 4 and 5, Sheerness 1 and 2, Sturgeon 1 and 2 and Sheerness Pumping Station	16
TOTAL COMMUNICATION SERVICES REVENUE		16

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Power Ltd.
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual \$'000
<u>REVENUES</u>		
<u>PAYROLL SERVICES</u>		
Payroll Services	Payroll processing, employee records maintenance, payroll distribution reporting, statutory requirements, payroll taxes and benefits administration	86
TOTAL PAYROLL SERVICES REVENUE		86
<u>OPERATION, MAINTENANCE AND ENGINEERING SERVICES</u>		
Operation, Maintenance and Engineering Services	Operation and maintenance services at Rainbow 4 and 5, Valleyview 1 and 2, Oldman River, Muskeg River, Poplar Hill and Scotford generators and Sturgeon 2 substation. Engineering services to support electric, telecommunication and telecontrol facilities planning and feasibility studies	71
TOTAL OPERATION, MAINTENANCE AND ENGINEERING		71
<u>PROCUREMENT SERVICES</u>		
Procurement Services	Procurement services including purchasing, contract development, oracle system support, administration and training	401
TOTAL PROCUREMENT SERVICES REVENUE		401
<u>CAPITAL PROJECT SERVICES</u>		
Capital Project Services	Design and project engineering; construction management; materials management; health, safety and environment administration and financial support	0
TOTAL CAPITAL PROJECT SERVICES REVENUE		0
<u>PROJECT DEVELOPMENT SERVICES</u>		
Project Development Services	Aboriginal and community relations; government relations; corporate communications; governance; financial support; design and project engineering; regulatory support; health, safety and environment administration; commercial analysis; construction management; human resources and materials management	0
TOTAL PROJECT DEVELOPMENT SERVICES REVENUE		0
<u>METERING SERVICES</u>		
Metering Services	Meter data collection and management and meter testing/sealing and troubleshooting	9
TOTAL METERING SERVICES REVENUE		9
<u>COMMUNICATION SERVICES</u>		
Communication Services	Access to AEL's communication facilities for the purpose of carrying APL's SCADA data and for APL's operating generators at Rainbow Lake, Poplar Hill, Valleyview and Old Man River	37
TOTAL COMMUNICATION SERVICES REVENUE		37
<u>EXPENSES</u>		
<u>SUBSTATION LEASE EXPENSE</u>		
Land Rental Poplar Hill	Leasing of land at Poplar Hill	2
TOTAL SUBSTATION LEASE EXPENSE		2
<u>CAPITAL PROJECT SERVICES</u>		
Capital Project Services	Design and project engineering, construction management, materials management, health, safety and environment management and financial reporting	0
TOTAL CAPITAL PROJECT SERVICES EXPENSE		0
<u>PROJECT SERVICES - FORT CHIPEWYAN POWER PLANT</u>		
Project Services - Fort Chipewyan Power Plant	Project management; design and project engineering; construction management; materials management; health, safety and environment management and financial reporting	0
TOTAL PROJECT SERVICES - FORT CHIPEWYAN POWER		0
<u>ASSET TRANSFER</u>		
Asset Transfer	Office furniture	27
TOTAL ASSET TRANSFER		27

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Energy Solutions Ltd.
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual \$'000
<u>REVENUES</u>		
<u>ADMINISTRATIVE SERVICES</u>		
Financial Services	Financial reporting, payroll and accounts payable services and use of systems	0
TOTAL ADMINISTRATIVE SERVICES REVENUE		0
<u>OPERATIONS AND MAINTENANCE SERVICES</u>		
Operation and Maintenance Services	Operation and maintenance services at Scotford, Hartley-Jackpine and Encana facilities	175
TOTAL OPERATION AND MAINTENANCE SERVICES REVENUES		175
<u>JOINT USE OF POLES</u>		
Joint Use of Poles	Joint use of poles	17
TOTAL JOINT USE OF POLES REVENUES		17
<u>SUBLEASE BONNYVILLE</u>		
Sublease Bonnyville	Sublease of equipment room at Bonnyville	1
TOTAL SUBLEASE BONNYVILLE REVENUE		1
<u>CAPITAL PROJECT SERVICES</u>		
Capital Project Services	Provision of design and project engineering, construction management, HS&E and financial services for capital project work	16
TOTAL CAPITAL PROJECT SERVICES REVENUE		16
<u>COMMUNICATION SERVICES</u>		
Communication Services	Use of AEL's communication facilities for the purpose of carrying AES' SCADA data	16
TOTAL COMMUNICATION SERVICES REVENUE		16

ATCO Electric
Summary of Other Affiliate Transactions - Norven Holdings Inc.
For the Year To Date to December 31, 2010

<u>Service Name</u>	<u>Description</u>	<u>2010 Actual</u>
<u>REVENUES</u>		
<u>ADMINISTRATIVE SERVICES</u>		
Financial Reporting	Financial reporting services	3
TOTAL ADMINISTRATIVE SERVICES REVENUE		3
<u>TRADEMARK LICENSE AGREEMENT</u>		
Trademark License Agreement	Use of trademarks in authorized territories and business operations	0
TOTAL TRADEMARK LICENSE AGREEMENT REVENUE		0

ATCO Electric
Summary of Other Affiliate Transactions - The Yukon Electrical Company Limited
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
<u>REVENUES</u>		
<u>VARIOUS SERVICES</u>		
Various Services	Corporate governance, policy and strategic direction, financial reporting, human resources, health, safety and environment, information technology, corporate communications, payroll, regulatory support, use of systems, materials management and metering services	408
TOTAL VARIOUS SERVICES REVENUE		408
<u>TRADEMARK LICENSE AGREEMENT</u>		
Trademark License Agreement	Use of trademarks in authorized territories and business operations	0
TOTAL TRADEMARK LICENSE AGREEMENT REVENUE		0

ATCO Electric
Summary of Other Affiliate Transactions - Northland Utilities (NWT) Limited
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
<u>REVENUES</u>		
<u>VARIOUS SERVICES</u>		
Various Services	Corporate governance, policy and strategic direction, financial reporting, human resources, health, safety and environment, information technology, corporate communications, payroll, regulatory support, use of systems, materials management and metering services	456
TOTAL VARIOUS SERVICES REVENUE		456

ATCO Electric
Summary of Other Affiliate Transactions - Northland Utilities (Yellowknife) Limited
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
<u>REVENUES</u>		
<u>VARIOUS SERVICES</u>		
Various Services	Corporate governance, policy and strategic direction, financial reporting, human resources, health, safety and environment, information technology, corporate communications, payroll, regulatory support, use of systems, materials management and metering services	470
TOTAL VARIOUS SERVICES REVENUE		470
<u>ENGINEERING SERVICES</u>		
Engineering Services	Engineering consulting services, including; support for electric facilities planning and support for project engineering and management	169
TOTAL ENGINEERING SERVICES REVENUE		169
<u>ASSET TRANSFER</u>		
Asset Transfer	Sale of truck	219
TOTAL ASSET TRANSFER		219

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Midstream Ltd.
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
<u>REVENUES</u>		
<u>PAYROLL SERVICES</u>		
Payroll Services	Payroll processing, employee records maintenance, payroll distribution reporting, statutory requirements, payroll taxes and benefits administration	21
TOTAL PAYROLL SERVICES REVENUE		21
<u>EXPENSES</u>		
<u>NATURAL GAS PURCHASE EXPENSE</u>		
Natural Gas Purchase Jasper	Gas management services for Palisades power plant	25
TOTAL NATURAL GAS PURCHASE EXPENSE		25

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Travel Ltd.
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
<u>REVENUES</u>		
<u>PAYROLL SERVICES</u>		
Payroll Services	Payroll processing, employee records maintenance, payroll distribution reporting, statutory requirements, payroll taxes and benefits administration	5
TOTAL PAYROLL SERVICES REVENUE		5
<u>EXPENSES</u>		
<u>TRAVEL SERVICES EXPENSE</u>		
Travel Services	Travel planning, including negotiating corporate rates and discounts with hotels and airlines, providing destination information, reservations including bookings, ticketing, ticket delivery and travel services including insurance, usage reports and billing for local, national and international travel	68
TOTAL TRAVEL SERVICES EXPENSE		68

ATCO Electric
Summary of Other Affiliate Transactions - Spruce Meadows
For the Year To Date to December 31, 2010

<u>Service Name</u>	<u>Description</u>	<u>2010 Actual</u>
<u>EXPENSES</u>		
<u>FACILITIES SPONSORSHIP EXPENSE</u>		
Facilities Usage and Sponsorship	Sponsorship of annual show jumping event including event advertising and signage, venue use for hosting customer receptions, and food and beverage catering services at event reception	129
<u>TOTAL FACILITIES SPONSORSHIP EXPENSE</u>		<u>129</u>

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Investments
For the Year To Date to December 31, 2010

<u>Service Name</u>	<u>Description</u>	<u>2010 Actual</u>
<u>EXPENSES</u>		
<u>RENT</u>		
Parking - AC II in Calgary	Provision of parking space in Calgary	29
TOTAL ATCO INVESTMENTS LTD. EXPENSE		29

ATCO Electric
Summary of Other Affiliate Transactions - ATCO Structures & Logistics
For the Year To Date to December 31, 2010

Service Name	Description	2010 Actual
<u>REVENUES</u>		
<u>PAYROLL SERVICES</u>		
Payroll Services	Payroll processing, employee records maintenance, payroll distribution reporting, statutory requirements, payroll taxes and benefits administration	169
TOTAL PAYROLL SERVICES REVENUE		169
<u>ENGINEERING SERVICES</u>		
Engineering Services	Design and project engineering services for the distribution network including the development of operating and maintenance plans	0
TOTAL ENGINEERING SERVICES REVENUE		0
<u>EXPENSES</u>		
<u>TRAILER SUPPLY</u>		
Trailer Supply	Supply of rental unit and requested furniture. Loading, transportation and unloading of units to and from the requested site	185
TOTAL TRAILER SUPPLY EXPENSE		185
<u>NOISE MANAGEMENT SERVICES</u>		
Noise Management Services	Noise management services	140
TOTAL NOISE MANAGEMENT SERVICES EXPENSES		140

ATCO Electric
Summary of Occasional Services
For the 2010 Reporting Period

Service Name	Description	Transaction With	2010 Actuals
			\$000
<u>REVENUES</u>			
Operations and Maintenance	Battle River Station Maintenance	Alberta Power (2000)	\$24
Operations and Maintenance	Sheerness Station Maintenance	Alberta Power (2000)	\$1
Bullpound Sheerness Radio Design Services	Radio Design Services	ATCO Power	\$35
Operations and Maintenance	Battle River Station Maintenance	ATCO Power	\$4
806S Oldman River Substation	Transformer and relay testing and thermal heat scanning	ATCO Power	\$32
Scotford Cogen Facility	Unit generator testing	ATCO Power	\$4
Maintenance - Yellowknife	Maintenance	Northland Utilities Yellowknife	\$28
<u>EXPENSES</u>			
Event Costs	CU Pensioners Association 2010 Banquet	ATCO Gas	\$12
Hitching Post	ATCO Electric office opening	ATCO Gas	\$1
Temporary Executive Assistant Backfill	Executive assistant support	ATCO Ltd.	\$2

2010 ATCO Electric Emergency Services Report

For consistency in numbering, there is no Appendix 8 attached to this Report

**ATCO ELECTRIC
2010 EMPLOYEE TRANSFERS, TEMPORARY ASSIGNMENTS AND SECONDMENTS WITH AFFILIATES**

EMPLOYEES TRANSFERRING FROM ATCO ELECTRIC TO AFFILIATES

Job Title	Employment Type	Transferred To	Termination Date	Type of Transfer/Reason	Date Confidentiality Agreement Signed
Manager, Pricing	Permanent	ATCO I-Tek	January 18, 2010	Organization Change	January 18, 2010
Retailer Relations Analyst	Permanent	ATCO Gas	April 30, 2010	Organization Change	April 30, 2010
Manager, Customer Service Whitehorse	Permanent	YECL	September 13, 2010	Organization Change	August 16, 2010
Powerline Technician	Permanent	YECL	August 30, 2010	Career Opportunity	August 30, 2010
Operating Superintendent	Permanent	Yellowknife	November 8, 2010	Career Opportunity	November 8, 2010
Powerline Technician	Permanent	YECL	November 30, 2010	Career Opportunity	November 19, 2010

**ATCO ELECTRIC
2010 EMPLOYEE TRANSFERS, TEMPORARY ASSIGNMENTS AND SECONDMENTS WITH AFFILIATES**

EMPLOYEES TRANSFERRING TO ATCO ELECTRIC FROM AFFILIATES

Job Title	Employment Type	Transferred From	Effective Date	Type of Transfer/Reason
VP, Slave River Project	Permanent	ATCO Power	January 1, 2010	Organization Change
VP, Aboriginal Relations, HS&E	Permanent	ATCO Power	January 1, 2010	Organization Change
Clerk IV - Payroll	Permanent	ATCO Gas	January 2, 2010	Career Opportunity
Clerk IV - Payroll	Permanent	ATCO Gas	January 2, 2010	Career Opportunity
Project Manager	Permanent	ATCO Gas	January 11, 2010	Career Opportunity
Senior Administrative Assistant	Permanent	ATCO Group	February 1, 2010	Organization Change
Clerk typist B	Permanent	ATCO I-Tek	February 15, 2010	Career Opportunity
Business Analyst	Permanent	ATCO Power	February 15, 2010	Organization Change
Communications Advisor	Permanent	ATCO Gas	February 19, 2010	Career Opportunity
Project Manager	Permanent	ATCO Pipelines	March 15, 2010	Career Opportunity
Senior Communication Advisor	Permanent	ATCO I-Tek	March 18, 2010	Career Opportunity
Clerk III	Permanent	ATCO I-Tek	March 29, 2010	Career Opportunity
Clerk III	Permanent	ATCO I-Tek	April 1, 2010	Career Opportunity
Supervisor, Supply Chain Management	Permanent	ATCO Power	April 1, 2010	Career Opportunity
Clerk V	Permanent	ATCO Gas	April 3, 2010	Career Opportunity
Manager, Land and Properties	Permanent	ATCO I-Tek	May 1, 2010	Career Opportunity
Supervisor, Administration	Permanent	Northland Utilities	May 3, 2010	Career Opportunity
Clerk III	Permanent	ATCO I-Tek	May 3, 2010	Career Opportunity

**ATCO ELECTRIC
2010 EMPLOYEE TRANSFERS, TEMPORARY ASSIGNMENTS AND SECONDMENTS WITH AFFILIATES**

EMPLOYEES TRANSFERRING TO ATCO ELECTRIC FROM AFFILIATES

Job Title	Employment Type	Transferred From	Effective Date	Type of Transfer/Reason
Vice President, Projects	Permanent	ATCO Power	May 5, 2010	Organization Change
Senior Vice President, Development Division	Permanent	ATCO Power	May 5, 2010	Organization Change
President, Operations Division	Permanent	ATCO I-Tek	May 5, 2010	Organization Change
Supervisor, Transmission Projects Admin	Permanent	ATCO Gas	May 8, 2010	Career Opportunity
Senior Manager, Project Controls	Permanent	ATCO Group	May 9, 2010	Organization Change
VP, Construction Contracting & Procurement	Permanent	ATCO Power	May 9, 2010	Organization Change
Manager, Aboriginal and Community Relations	Permanent	ATCO Power	May 10, 2010	Organization Change
Executive Assistant	Permanent	ATCO Power	May 10, 2010	Organization Change
Manager, CC&B Governance	Permanent	ATCO I-Tek	May 17, 2010	Career Opportunity
Senior Accounts Representative	Permanent	ATCO Power	May 27, 2010	Organization Change
Sr Mgr, Communications & Change Management	Permanent	ATCO I-Tek	May 29, 2010	Organization Change
Executive Assistant	Permanent	ATCO Power	May 29, 2010	Organization Change
Senior Purchasing Coordinator	Permanent	ATCO Power	June 1, 2010	Organization Change
Senior Purchasing Coordinator	Permanent	ATCO Power	June 1, 2010	Organization Change
Senior Purchasing Coordinator	Permanent	ATCO Power	June 1, 2010	Organization Change
Clerk III	Permanent	ATCO Power	June 1, 2010	Organization Change
Purchasing Assistant	Permanent	ATCO Power	June 1, 2010	Organization Change
Project Manager	Permanent	ATCO Power	June 6, 2010	Career Opportunity

**ATCO ELECTRIC
2010 EMPLOYEE TRANSFERS, TEMPORARY ASSIGNMENTS AND SECONDMENTS WITH AFFILIATES**

EMPLOYEES TRANSFERRING TO ATCO ELECTRIC FROM AFFILIATES

Job Title	Employment Type	Transferred From	Effective Date	Type of Transfer/Reason
Communication Advisor	Permanent	ATCO I-Tek	June 6, 2010	Career Opportunity
Senior Purchasing Coordinator	Permanent	ATCO Power	June 6, 2010	Organization Change
Accountant	Permanent	ATCO Group	June 14, 2010	Career Opportunity
Clerk III	Temporary	ATCO Structures & Logistics	June 20, 2010	Career Opportunity
Engineer	Permanent	ATCO Gas	June 19, 2010	Career Opportunity
Engineer	Permanent	ATCO Power	July 5, 2010	Organization Change
Clerk V	Permanent	ATCO Gas	July 17, 2010	Career Opportunity
Mapping Supervisor	Permanent	ATCO Gas	July 24, 2010	Career Opportunity
Land Agent	Permanent	ATCO Gas	August 4, 2010	Career Opportunity
Engineer In Training	Permanent	ATCO Power	August 9, 2010	Organization Change
Clerk III	Permanent	ATCO I-Tek	August 15, 2010	Career Opportunity
Engineer	Permanent	ATCO Power	August 16, 2010	Organization Change
Engineer in Training	Permanent	ATCO Power	August 16, 2010	Organization Change
Manager, Distribution Projects and Construction	Permanent	ATCO Power	August 16, 2010	Organization Change
General Manager N of 60	Permanent	ATCO Power	August 30, 2010	Organization Change
Executive Assistant	Permanent	ATCO Power	August 30, 2010	Organization Change
Engineer in Training	Permanent	ATCO Power	September 1, 2010	Organization Change
Clerk Typist B	Permanent	ATCO I-Tek	September 2, 2010	Career Opportunity

**ATCO ELECTRIC
2010 EMPLOYEE TRANSFERS, TEMPORARY ASSIGNMENTS AND SECONDMENTS WITH AFFILIATES**

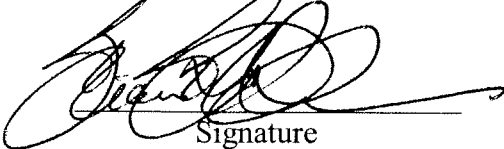
EMPLOYEES TRANSFERRING TO ATCO ELECTRIC FROM AFFILIATES

Job Title	Employment Type	Transferred From	Effective Date	Type of Transfer/Reason
Construction Supervisor	Permanent	ATCO Power	September 13, 2010	Organization Change
Manager, System Operations	Permanent	YECL	September 13, 2010	Career Opportunity
Powerline Technician - Service	Permanent	Northland Utilities	September 27, 2010	Career Opportunity
Clerk III	Permanent	ATCO I-Tek	September 27, 2010	Career Opportunity
Clerk III	Permanent	ATCO I-Tek	September 30, 2010	Career Opportunity
Powerline Technician Team Lead	Permanent	YECL	October 4, 2010	Career Opportunity
Work Desk Representative	Permanent	Yellowknife	October 25, 2010	Career Opportunity
Manager-Northlands Yellowknife	Permanent	Hay River	October 25, 2010	Career Opportunity
Sr Manager, Health, Safety and Environment	Permanent	ATCO Power	October 30, 2010	Career Opportunity
Clerk V	Permanent	ATCO Gas	October 30, 2010	Career Opportunity
Regional Manager	Permanent	YECL	November 1, 2010	Career Opportunity
Senior Purchasing Coordinator	Permanent	ATCO Gas	November 8, 2010	Career Opportunity
Director, Corporate Services	Permanent	YECL	November 12, 2010	Organization Change
District Manager	Permanent	Hay River	November 22, 2010	Career Opportunity
Senior Accounts Representative	Permanent	ATCO I-Tek	December 20, 2010	Career Opportunity

**ATCO GAS AND ATCO ELECTRIC
COMMON GROUP EMPLOYEES
AGREEMENT**

Amended as of January 1, 2010

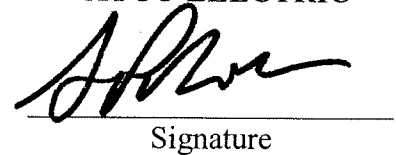
ATCO GAS



Signature

JUNE 15, 2010
Date

ATCO ELECTRIC



Signature

June 17/10
Date

APPENDIX

ATCO GAS AND ATCO ELECTRIC COMMON GROUP EMPLOYEES

dated November 1, 2003 between

ATCO Gas and ATCO Electric

Amended as of January 1, 2010

COST ALLOCATION METHODOLOGY

Corporate Communications

- General Services will be allocated on the basis of 60% to ATCO Gas and 40% to ATCO Electric. This allocation methodology is based on the establishments of the Corporate Communications departments of each of the utilities prior to the development of the Common Group.
- The cost of production and placement of joint communication programs will be allocated on the basis of customers served by each of the utilities. At the current time that allocation is 83% to ATCO Gas and 17% to ATCO Electric.
- The design and development costs for joint communication programs will be shared equally between ATCO Gas and ATCO Electric.

Energy Management

- The costs will be allocated on the basis of customers served by each of the utilities. At the current time that allocation is 83% to ATCO Gas and 17% to ATCO Electric

Retailer Relations (Analyst)

- The costs associated with these positions will be shared equally between ATCO Gas and ATCO Electric. The cost of any administrative positions associated with these positions will also be shared equally.

Affiliate Compliance (Compliance Analyst)

- The costs associated with this position will be shared equally between ATCO Gas and ATCO Electric.

**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**

As amended January 1, 2010

ATCO ELECTRIC

ATCO GAS

ATCO PIPELINES



Signature



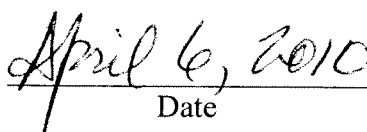
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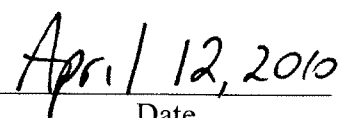
Signature



Date



Date



Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended January 1, 2010

COST ALLOCATION METHODOLOGY

Vice President, Government Affairs, Communications and Corporate Initiatives

Director, Government Liaison

Manager, Government Affairs

Senior Analyst, Government Affairs

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Special Advisor, Utilities

Executive Assistant to the Special Advisor, Utilities

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**

As amended February 1, 2010

ATCO ELECTRIC

ATCO GAS

ATCO PIPELINES



Signature



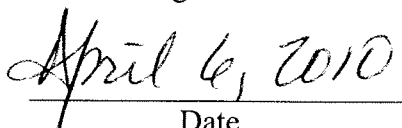
Signature



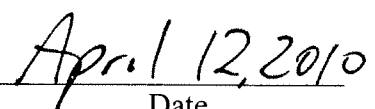
Signature



Date



Date



Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended February 1, 2010

COST ALLOCATION METHODOLOGY

Vice President, Government Affairs, Communications and Corporate Initiatives

Director, Government Liaison

Manager, Government Affairs

Senior Analyst, Government Affairs

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Special Advisor, Utilities

Executive Assistant to the Special Advisor, Utilities

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

Senior Administrative Assistant

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**


As amended February 16, 2010


ATCO ELECTRIC

ATCO GAS

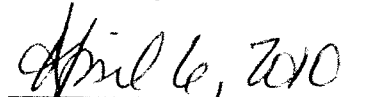
ATCO PIPELINES

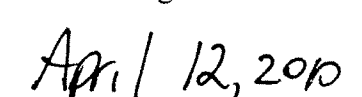

Signature


Signature


Signature


Date


Date


Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended February 16, 2010

COST ALLOCATION METHODOLOGY

Vice President, Government Affairs, Communications and Corporate Initiatives

Director, Government Liaison

Manager, Government Affairs

Senior Analyst, Government Affairs

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Special Advisor, Utilities

Executive Assistant to the Special Advisor, Utilities

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

Business Analyst

Senior Administrative Assistant

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

**ATCO GAS AND ATCO ELECTRIC
COMMON GROUP EMPLOYEES
AGREEMENT**

Amended as of May 1, 2010

ATCO GAS



Signature

July 15, 2010

Date

ATCO ELECTRIC



Signature

July 17/10

Date

APPENDIX

ATCO GAS AND ATCO ELECTRIC COMMON GROUP EMPLOYEES

dated November 1, 2003 between

ATCO Gas and ATCO Electric

Amended as of May 1, 2010

COST ALLOCATION METHODOLOGY

Corporate Communications

- General Services will be allocated on the basis of 60% to ATCO Gas and 40% to ATCO Electric. This allocation methodology is based on the establishments of the Corporate Communications departments of each of the utilities prior to the development of the Common Group.
- The cost of production and placement of joint communication programs will be allocated on the basis of customers served by each of the utilities. At the current time that allocation is 83% to ATCO Gas and 17% to ATCO Electric.
- The design and development costs for joint communication programs will be shared equally between ATCO Gas and ATCO Electric.

Energy Management

- The costs will be allocated on the basis of customers served by each of the utilities. At the current time that allocation is 83% to ATCO Gas and 17% to ATCO Electric

Affiliate Compliance (Compliance Analyst)

- The costs associated with this position will be shared equally between ATCO Gas and ATCO Electric.


**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**

As amended July 1, 2010

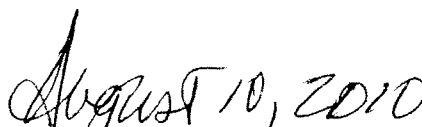
ATCO ELECTRIC

ATCO GAS

ATCO PIPELINES



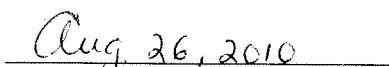
Signature



Signature



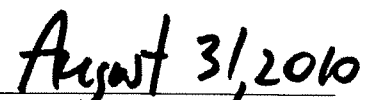
Signature



Date



Date



Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended February 16, 2010

COST ALLOCATION METHODOLOGY

Vice President, Government Affairs, Communications and Corporate Initiatives

Executive Assistant to the Vice President, Government Affairs, Communications and Corporate Initiatives

Manager, Government Affairs

Senior Analyst, Government Affairs

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

Business Analyst

Senior Administrative Assistant

Vice President, Labour Relations

Executive Assistant to the Vice President, Labour Relations

Senior Human Resources Advisor

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

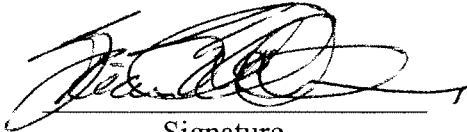
Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

**ATCO GAS AND ATCO ELECTRIC
COMMON GROUP EMPLOYEES
AGREEMENT**

Amended as of September 1, 2010

ATCO GAS



Signature

Sept 24, 2010

Date

ATCO ELECTRIC



Signature

Sept. 28, 2010

Date

APPENDIX

ATCO GAS AND ATCO ELECTRIC COMMON GROUP EMPLOYEES

dated November 1, 2003 between

ATCO Gas and ATCO Electric

Amended as of September 1, 2010

COST ALLOCATION METHODOLOGY

Corporate Communications

- General Services will be allocated on the basis of 60% to ATCO Gas and 40% to ATCO Electric. This allocation methodology is based on the establishments of the Corporate Communications departments of each of the utilities prior to the development of the Common Group.
- The cost of production and placement of joint communication programs will be allocated on the basis of customers served by each of the utilities. At the current time that allocation is 83% to ATCO Gas and 17% to ATCO Electric.
- The design and development costs for joint communication programs will be shared equally between ATCO Gas and ATCO Electric.

Energy Management

- The costs will be allocated on the basis of customers served by each of the utilities. At the current time that allocation is 83% to ATCO Gas and 17% to ATCO Electric

Affiliate Compliance Group (Compliance Analysts)

- The costs associated with these positions will be shared equally between ATCO Gas and ATCO Electric.

**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**

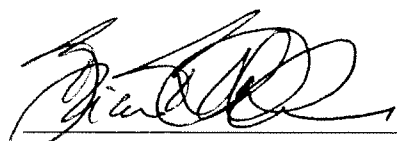
As amended October 4, 2010


ATCO ELECTRIC

ATCO GAS

ATCO PIPELINES


Signature


Signature


Signature

Oct 18, 2010
Date

October 12, 2010
Date

October 14, 2010
Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended October 4, 2010

COST ALLOCATION METHODOLOGY

Vice President, Government Affairs, Communications and Corporate Initiatives

Executive Assistant to the Vice President, Government Affairs, Communications and Corporate Initiatives

Manager, Government Affairs

Senior Analyst, Government Affairs

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

Business Analyst

Senior Administrative Assistant

Senior Advisor, Aboriginal and Community Relations

Vice President, Labour Relations

Executive Assistant to the Vice President, Labour Relations

Senior Human Resources Advisor

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**

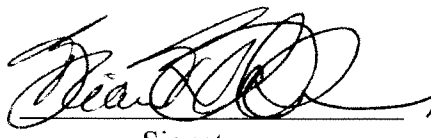
As amended November 1, 2010

ATCO ELECTRIC

ATCO GAS

ATCO PIPELINES


Signature


Signature


Signature

Oct. 18, 2010
Date

October 12, 2010
Date

October 14, 2010
Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended October 4, 2010

COST ALLOCATION METHODOLOGY

Vice President, Government Affairs, Communications and Corporate Initiatives

Executive Assistant to the Vice President, Government Affairs, Communications and Corporate Initiatives

Manager, Government Affairs

Senior Analyst, Government Affairs

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

Business Analyst

Senior Administrative Assistant

Senior Advisor, Aboriginal and Community Relations

Senior Manager, Health & Safety, Environment

Vice President, Labour Relations

Executive Assistant to the Vice President, Labour Relations

Senior Human Resources Advisor

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**

As amended November 10, 2010

ATCO ELECTRIC

ATCO GAS

ATCO PIPELINES



Signature



Signature



Signature

April 14, 2011
Date

April 11, 2011
Date

April 12, 2011
Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended November 10, 2010

COST ALLOCATION METHODOLOGY

Director, Government Relations

Executive Assistant to the Director, Government Relations

Senior Analyst, Government Affairs

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

Business Analyst

Senior Administrative Assistant

Senior Advisor, Aboriginal and Community Relations

Senior Manager, Health & Safety, Environment

Vice President, Labour Relations and Corporate Communications

Executive Assistant to the Vice President, Labour Relations and Corporate Communications

Senior Human Resources Advisor

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

**ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES
AGREEMENT**

As amended December 1, 2010

ATCO ELECTRIC

ATCO GAS

ATCO PIPELINES



Signature




Signature




Signature



Date



Date



Date

APPENDIX

ATCO ELECTRIC/ATCO GAS/ATCO PIPELINES
COMMON GROUP EMPLOYEES AGREEMENT

dated August 1, 2005 among

ATCO Electric, ATCO Gas and ATCO Pipelines

as amended December 1, 2010

COST ALLOCATION METHODOLOGY

Director, Government Relations

Executive Assistant to the Director, Government Relations

Senior Analyst, Government Affairs

Executive Vice President, Finance and Regulatory

Executive Assistant to the Executive Vice President, Finance and Regulatory

Senior Vice President, Regulatory, Utilities Business Group

Vice President, Regulatory

Manager, Regulatory

Manager, Affiliate Compliance

Administrative Coordinator

Vice President, Aboriginal Relations, Health, Safety and Environment, Utilities Group

Business Analyst

Senior Administrative Assistant

Senior Advisor, Aboriginal and Community Relations

Senior Manager, Health & Safety, Environment

Vice President, Labour Relations and Corporate Communications

Executive Assistant to the Vice President, Labour Relations and Corporate Communications

Senior Human Resources Advisor

- All costs will be allocated on the basis of 40 percent to ATCO Electric, 40 percent to ATCO Gas and 20 percent to ATCO Pipelines. This allocation methodology is based on the estimated amount of time required to perform the work for each utility.

Payroll Services

- All costs will be allocated on the basis of the percentage of pay cheques per utility of the total pay cheques

OFFICER'S CERTIFICATE

To: The Alberta Utilities Commission

I, Owen G. Edmondson of the City of Edmonton, in the Province of Alberta, acting in my position as an officer of ATCO Electric (the Utility) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position is Executive Vice President, Finance & Regulatory, 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 the Utility dated October 4, 2010 and the Compliance Report of the Utility dated April 29, 2011.
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 the Utility, or by any Affiliate of the Utility (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and the Utility that is not fully and accurately described in the Compliance Report.

Name: Owen G. Edmondson

Title: Executive Vice President, Finance & Regulatory
(Compliance Officer, ATCO Electric)

Signature: Original Signed By

Date: April 29, 2011

OFFICER'S CERTIFICATE

To: The Alberta Utilities Commission

I, Roberta L. (Bobbi) Lambright of the City of Edmonton, in the Province of Alberta, acting in my position as an officer of ATCO Electric (the Utility) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with the Utility is President, Operations Division 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 the Utility dated October 4, 2010 and the Compliance Report of the Utility dated April 29, 2011.
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 the Utility, or by any Affiliate of the Utility (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and the Utility that is not fully and accurately described in the Compliance Report.

Name: Roberta L. (Bobbi) Lambright

Title: President, Operations Division

Signature: Original Signed By

Date: April 29, 2011