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## **1.0 INTRODUCTION**

The FortisAlberta Inc. Inter-Affiliate Code of Conduct (the **Code**) requires the Compliance Officer to conduct an annual review of compliance with the Inter-Affiliate Compliance Plan (the **Compliance Plan**) and to prepare an annual Compliance Report (the **Report**). The Report will be filed with the Alberta Utilities Commission (the **AUC** or the **Commission**) within 120 days of the fiscal year end of FortisAlberta. This Report is for FortisAlberta's fiscal year January 1, 2024 to December 31, 2024 (the **Reporting Period**).

### **1.1 Compliance Plan and Corporate Organizational Chart**

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

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

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## **2.0 FORTISALBERTA COMPLIANCE REPORT - SUMMARY**

### **2.1 Overall Assessment of Compliance with the Code**

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

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

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

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

Since 2006, FortisAlberta has been exempt from the AUC requirement that all employees receive training on inter-affiliate compliance. In place of that requirement, the AUC required FortisAlberta to train only those employees with "meaningful involvement" in affiliate transactions on the condition that the total dollar value of all affiliate transactions remained less than a threshold approved by the AUC.

In Decision 23089-D01-2018, the Commission approved FortisAlberta's proposal to remove the threshold feature in lieu of the Company's commitment to restrict oversight of inter-affiliate transactions to those staff members already trained in Code compliance. On March 22, 2023, the Commission approved an extension of this exemption in Decision 27887-D01-2023. This approach minimizes the potential for additional regulatory burden associated with future applications for amendments to the training exemption threshold, while ensuring that the objectives of the Code and the Compliance Plan continue to be met. These decisions, along with a list of the exemptions are discussed further in Appendix C attached to this Report.

2.2 Assessment of Compliance Plan Effectiveness

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

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

The Compliance Plan describes the measures FortisAlberta continues to take with regard to communication, education, and review of Code requirements to achieve this purpose. The measures included in the Compliance Plan are comprised of specific actions and procedures designed to ensure that FortisAlberta’s affiliate business transactions comply with all aspects of the Code. FortisAlberta has implemented these measures and has not received any complaints, inquiries, or disputes with respect to the Code from internal or external parties regarding the application of, or compliance with, Code provisions.

2.3 Comprehensive Description of any Material Non-Compliance with the Code

FortisAlberta does not have any instances of material non-compliance with the Code to report.

2.4 Summary of Disputes, Complaints, and Inquiry Activity

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

3.0 FORTISALBERTA COMPLIANCE REPORT

3.1 List of Affiliates with whom FortisAlberta Transacted Business

Fortis Belize Ltd.

P.O. Box 87 Mile 71.5 George Price Highway  
Cayo District, Belize

**Description of the Business Activities:** *As a subsidiary of Fortis Inc. Fortis Belize Limited (FBL) generates 100% renewable energy as the sole owner and operator of the 25-megawatt Mollejon hydroelectric facility, the 7.3-megawatt Chalillo hydroelectric facility, and the 19-megawatt Vaca hydroelectric facility, each located on the Macal River. The Company generates hydroelectric power delivered to Belize Electricity Limited (BEL), adding as much as 40% renewable energy to the national electric grid.*

Directors	Officers	
Gary Joseph Smith (Chair)	Kay Menzies	President and Chief Executive Officer
Gary Murray	Yaksim Betty Tarn Moreno	Vice President, Finance, CFO and Corporate Secretary
Kay Menzies		
Ruth Gardiner-Forbes		

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**Caribbean Utilities Company Ltd.**

P.O. Box 38 GT 457 North Sound Road  
Grand Cayman, KY1-1101, Cayman Islands

**Description of the Business Activities:** *Caribbean Utilities, an approximate 60% Fortis-owned subsidiary, is an integrated electric utility and the sole electricity provider on Grand Cayman, Cayman Islands. Caribbean Utilities is a public company traded on the Toronto Stock Exchange and is regulated by the Utility Regulation and Competition Office.*

Directors	Officers	
Sheree Ebanks (Chair)	J. F. Richard Hew	President and Chief Executive Officer
David Smailes	Letitia Lawrence	Vice President, Finance, Corporate Services & CFO
Gary Joseph Smith	Sacha Tibbetts	Vice President, Customer Service and Technology
J. F. Richard Hew	Stephen Jay	Vice President, Energy Operations
Jennifer Dilbert	Claire Stafford	Company Secretary and Data Protection Officer
Jennifer Frizzelle		
Karen Jane Gosse		
Kay Menzies		
Mark MacFee		
Sophia Harris		
Stuart Ian Lochray		
Woodrow Foster		

**CH Energy Group Inc.**

284 South Avenue  
Poughkeepsie, New York 12601

**Description of Business Activities:** *CH Energy Group Inc., a subsidiary of Fortis Inc., is predominantly an energy delivery company headquartered in Poughkeepsie, New York. Regulated transmission and distribution utility operations are provided through subsidiary Central Hudson Gas & Electric Corporation (Central Hudson), serving approximately 309,000 electric and 84,000 natural gas customers in eight counties of New York State's Mid-Hudson River Valley. CH Energy Group, Inc., also operates Central Hudson Enterprises Corporation (CHEC), a non-regulated subsidiary.*

Directors	Officers	
Margarita K. Dilley (Chair)	Stephanie Raymond	President and Chief Executive Officer
Stephanie Raymond	Lora Gescheidle	Chief Financial Officer and Treasurer
James R. Reid	Joseph Bernard Koczko	General Counsel and Corporate Secretary
Susan M. Gray		

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**Fortis Inc.**

Fortis Place, Suite 1100, 5 Springdale Street PO Box 8837  
St. John's, NL A1B 3T2

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

Directors	Officers	
Jo Mark Zurel (Chair)	David Gerard Hutchens	President and Chief Executive Officer
David Gerard Hutchens	Gary Joseph Smith	EVP, Operations, and Innovation
Donald Marchand	James R. Reid	EVP, Sustainability and Chief Legal Officer
Gianna Manes	Jocelyn Helen Perry	EVP, Chief Financial Officer
Julie A. Dobson	Stuart Ian Lochray	SVP, Capital Markets and Business Development
Lawrence Borgard	Karen Jane Gosse	Vice President, Finance
Lisa Durocher	Regan Patrick O'Dea	Vice President, General Counsel
Margarita K. Dilley	Julie Avery	Vice President, Controller
Maura Jameson Clark		
Pierre Jim Blouin		
Tracey Colleen Ball		

**FortisTCI Limited**

P.O. Box 132 1030 Leeward Highway  
Providenciales, Turks and Caicos Islands, TKCA 1ZZ

**Description of Business Activities:** *FortisTCI Limited, a subsidiary of Fortis Inc., provides electricity throughout the Turks and Caicos Islands, serving Providenciales, North Caicos, Middle Caicos, South Caicos, East Caicos, and adjacent Cays. Turks and Caicos Utility Limited serves the Islands of Grand Turk and Salt Cay and was acquired by FortisTCI in 2012. Together, both companies serve over 15,000 customers and are regarded as one of the most reliable electricity providers in the Caribbean.*

Directors	Officers	
Gary Joseph Smith (Chair)	Gary Joseph Smith	Chairman
J.F. Richard Hew	Ruth Gardiner-Forbes	President and Chief Executive Officer
Jason Roberts	Devon Cox	SVP, Operations
Ruth Gardiner-Forbes	Aisha LaPorte	Vice President, Corporate Services, CFO and Company Secretary
Regan Patrick O'Dea	Allan Robinson	Vice President, Grand Turk, and Sister Island Operations
	Don Forsyth	Vice President, Engineering and Energy Production and Delivery
	Rachell Roullett	Vice President, Strategic Planning, Innovation and Technology

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**FortisBC Holdings Inc.**

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

**Description of Business Activities:** *FortisBC Holdings Inc. (FortisBC Holding or the Corporation) and its subsidiaries (collectively the Corporation) provide energy transportation, utility asset management services, and natural gas storage and optimization services. The Corporation is a wholly-owned subsidiary of Fortis Inc. (Fortis). Fortis shares are listed on both the Toronto Stock Exchange and the New York Stock Exchange.*

Directors	Officers	
David G. Hutchens	Roger A. Dall'Antonia	President and Chief Executive Officer
Roger A. Dall'Antonia	Ian G. Lorimer	Vice President, Finance and Chief Financial Officer
Jocelyn H. Perry	Monic D. Pratch	Vice President, General Counsel, Corporate Secretary and Sus.
	Debra G. Nelson	Assistant Corporate Secretary

**FortisBC Inc.**

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

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

Directors	Officers	
Peter Blake (Chair)	Roger Dall'Antonia	President and Chief Executive Officer
David Gerard Hutchens	Doyle Sam	EVP, Operations and Engineering
Douglas Pearce	Andrea Cadogan	Vice President, People
James R. Reid	Dawn Mehrer	Vice President, Corporate Services and Technology
Janine Sullivan	Doug Slater	Vice President, Indigenous Relations, and Regulatory Affairs
Michelle Corfield	Ian Lorimer	Vice President, Finance and Chief Financial Officer
Roger Dall'Antonia	Joseph Mazza	Vice President, Energy Supply and Resource Development
Susan Yurkovich	Michael Leclair	Vice President, Major Projects
Tracey Colleen Ball	Michelle Carman	Vice President, Customer Service and External Communications
Tracey Medve	Monic Pratch	Vice President, General Counsel, Corporate Secretary and Sust.
	Debra Nelson	Assistant Corporate Secretary

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**FortisOntario Inc.**

PO Box 1218  
1130 Bertie Street  
Fort Erie, Ontario L2A 5Y2

**Description of Business Activities:** *FortisOntario Inc. ("FortisOntario") is an electric utility, which owns and operates Canadian Niagara Power Inc., Cornwall Street Railway Light & Power Company Ltd., and Algoma Power Inc., serving a combined approximate 66,000 customers. FortisOntario also owns regulated transmission assets with approximately 3,460 kilometers of distribution and transmission lines and meets a peak demand of approximately 257 MW. FortisOntario also act as project manager for the Wataynikaneyap Power Transmission Project.*

Directors	Officers	
Gary J. Smith (Chair)	Glen King	President and Chief Executive Officer
Glen King	Duane Fecteau	Vice President, Finance and CFO
Regan Patrick O'Dea	Jie Han	Vice President, Operations
Ruth Gardiner-Forbes	Tim Lavoie	VP, Corporate Services & Indigenous Relations, Corporate Secretary
	Craig David	Assistant Corporate Secretary

**Maritime Electric Company Limited**

PO Box 1328, Station Central, 180 Kent Street  
Charlottetown, PE C1A 7N2

**Description of Business Activities:** *Maritime Electric Company Limited is an indirect wholly-owned subsidiary of Fortis Inc. and operates under the provisions of the Prince Edward Island Electric Power Act and the Renewable Energy Act. Maritime Electric owns and operates a fully integrated system providing for the generation, transmission and distribution of electricity to customers throughout Prince Edward Island.*

Directors	Officers	
Doug Newson (Chair)	Jason Roberts	President and Chief Executive Officer
Ajoy Biswas	Angus Orford	Vice President, Corporate Planning and Energy Supply
Gary Murray	Enrique Riveroll	Vice President, Sustainability and Customer Operations
Gretha Rose	Michelle Francis	Vice President, Finance, CFO and Corporate Secretary
Jason Roberts		
Karen McCarthy		
Katherine Arsenault		
Kathleen O'Rourke		
Maureen Gallant		
Vernon McQuillan		

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**ITC Holdings Corp.**

27175 Energy Way  
Novi, Michigan 48377

**Description of Business Activities:** *ITC is the largest independent electricity transmission company in the United States. ITC's regulated subsidiaries own and operate high-voltage electric transmission infrastructure in Michigan, Iowa, Minnesota, Illinois, Missouri, Kansas, Oklahoma, and Wisconsin. These systems serve a combined peak load exceeding 22,683 megawatts along approximately 16,000 circuit miles of transmission line.*

Directors	Officers	
Sandra Pierce (Chair)	Linda Apsey	Chief Executive Officer
David G. Hutchens	Brian Slocum	SVP and Chief Operating Officer
Debora Frodl	Christine M. Soneral	SVP, General Counsel, Corporate Secretary and Chief Compliance Officer
Douglas A Rothwell	Gretchen Holloway	SVP and Chief Financial Officer
James P. Laurito	Krista Tanner	President
Jocelyn Helen Perry	Amy Perlman	Vice President and Chief Accounting Officer
Kevin Prust	Charles Marshall	Vice President, ITC Holdings Corp. and President, ITC Michigan
Leanne Bell	Donise Dukes	Vice President, Federal Affairs
Linda Apsey	Dusky Terry	Vice President, ITC Holdings Corp. and President, ITC Midwest
Robert Elliott	Jean D'Anna	Vice President and Deputy General Counsel Legal Services
Ronnie D. Hawkins, Jr.	Joseph Bennett	Vice President, Engineering
Brian Walker	Matthew Dills	Vice President, Human Resources and Chief Human Resources Officer
Geoffrey Chatas	Matthew Kurpinski	Vice President, Information Technology and Chief Information Officer
	Michael Daranyi	Vice President, Finance & Treasurer
	Purvi Patel	Vice President, Regulatory
	Simon Whitelocke	SVP and Chief Business Officer
	Vinit Gupta	Vice President, Planning
	Nisha Chopra	Assistant Treasurer
	Rebecca Golem	Assistant Secretary
	Tim Greenen	Vice President, Supply Chain and General Services
	Brenda Houlz	Vice President, Operations

### 3.2 Description of all Major Transactions between FortisAlberta and Affiliates

The following Major Transactions between FortisAlberta and an affiliate occurred during the Reporting Period:

1. Services provided by Fortis Inc. to FortisAlberta for administrative and other corporate governance activities are allocated on a shared cost basis with other subsidiaries of Fortis Inc. The aggregate value of these services for FortisAlberta in 2024 was **\$5,211,000**.
2. Microsoft 365 subscription fees to Fortis Inc. associated with the information technology renewal agreement on behalf of its subsidiaries, including FortisAlberta. The aggregate value of the Microsoft 365 subscription fees for FortisAlberta in 2024 was **\$2,364,568**.

### 3.3 Affiliate Transaction Summary

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

#### 3.3.1 Description of the transactions with **Fortis Belize Ltd.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Intercompany employee services	--	\$11,311	\$11,311
<b>TOTAL Estimated Dollar Value of Transactions</b>	--	<b>\$11,311</b>	<b>\$11,311</b>

#### 3.3.2 Description of the transactions with **Caribbean Utilities Company Ltd.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Technical training services	--	\$29,816	\$29,816
<b>TOTAL Estimated Dollar Value of Transactions</b>	--	<b>\$29,816</b>	<b>\$29,816</b>

#### 3.3.3 Description of the transactions with **CH Energy Group Inc.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Payment of consultant services for amended tax returns incurred by CH Energy Group on behalf of FortisAlberta	\$344	--	\$344
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>\$344</b>	--	<b>\$344</b>

#### 3.3.5 Description of the transactions with **Fortis TCI Ltd.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Reversal of material sales		(\$31,411)	(\$31,411)
<b>TOTAL Estimated Dollar Value of Transactions</b>		<b>(\$31,411)</b>	<b>(\$31,411)</b>



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**3.3.4 Description of the transactions with Fortis Inc.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Payment of FortisAlberta's portion of SERP cost related to Fortis Inc. retired employee	\$226,764	--	\$226,764
Payment of subscription fees incurred by Fortis Inc. on behalf of FortisAlberta	\$264,380	--	\$264,380
Payment of membership fees incurred by Fortis Inc. on behalf of FortisAlberta	\$53,148	--	\$53,148
Payment of consulting services incurred by Fortis Inc. on behalf of FortisAlberta	\$166,548	--	\$166,548
Payment of professional fees incurred by Fortis Inc. on behalf of FortisAlberta	\$3,980	--	\$3,980
Payment of travel and meal expenses related to attendance at FortisAlberta Board meetings by a Director employed by Fortis Inc.	\$27,283	--	\$27,283
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>\$742,103</b>	<b>--</b>	<b>\$742,103</b>

**3.3.6 Description of the transactions with FortisBC Holdings Inc.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Recovery of travel and meal expenses related to attendance at FortisBC Board meetings by a Director employed by FortisAlberta	--	\$3,168	\$3,168
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>--</b>	<b>\$3,168</b>	<b>\$3,168</b>

**3.3.7 Description of the transactions with FortisBC Inc.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Material sales	--	\$72	\$72
Technical training services	--	\$10,269	\$10,269
Intercompany employee & Information Technology services	--	\$7,416	\$7,416
Material purchases	\$7,074	--	\$7,074
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>\$7,074</b>	<b>\$17,758</b>	<b>\$24,832</b>

**3.3.8 Description of the transactions with FortisOntario Inc.**

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Payment of professional fees incurred by FortisOntario on behalf of FortisAlberta	\$2,067	--	\$2,067
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>\$2,067</b>	<b>--</b>	<b>\$2,067</b>

### 3.3.9 Description of the transactions with ITC Holdings Corp.

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Payment of professional fees incurred by ITC Holdings on behalf of FortisAlberta	\$4,207	--	\$4,207
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>\$4,207</b>	<b>--</b>	<b>\$4,207</b>

### 3.3.8 Description of the transactions with Maritime Electric Company Limited

Transaction Type	Transactions provided from Affiliates	Transactions provided to Affiliates	Approximate Aggregate Value
Employee services provided to Maritime Electric	--	\$11,960	\$11,960
Payment of travel and meal expenses related to Maritime Electric employee traveling to provide services to FortisAlberta	3,328	--	\$3,328
<b>TOTAL Estimated Dollar Value of Transactions</b>	<b>\$3,328</b>	<b>\$11,960</b>	<b>\$15,288</b>

## 3.4 List of Services Agreements

The following list contains all Services Agreements between FortisAlberta and its affiliates that were in effect during the Reporting Period.

Active Agreement	Affiliate in the Agreement with FortisAlberta	Agreement Date
IT Emergency Services Agreement	Caribbean Utilities Company Ltd.	April 15, 2008
Occasional Services Agreement	Fortis TCI Ltd. (formerly Provo Power Company Ltd.)	January 1, 2011
Occasional Services Agreement	Newfoundland Power Inc.	January 1, 2011
Occasional Services Agreement	Fortis Inc.	January 1, 2011
Occasional Services Agreement	FortisBC Holdings Inc.	January 1, 2009
Occasional Services Agreement	FortisOntario Inc.	January 1, 2008
Occasional Services Agreement	Maritime Electric Company Limited	January 1, 2008
Shared Services Agreement	FortisBC Pacific Holdings Inc.	January 1, 2011
Shared Services Agreement	FortisBC Inc.	January 1, 2009

### 3.5 Summary Description for Occasional Services provided by FortisAlberta to/from an Affiliate

Descriptions of the Occasional Services provided by or to FortisAlberta to or from its Affiliates are shown below.

#### 3.5.1 Occasional Services Provided to Affiliates

Affiliate	Description of Occasional Services Provided to Affiliates for 2024	Aggregate Value of Services
Fortis Belize Ltd.	Employee services were provided to Fortis Belize Ltd.	\$11,311
Caribbean Utilities Company Ltd.	Technical training services were provided to Caribbean Utilities Company Ltd.	\$29,816
FortisBC Inc.	Technical training services were provided to FortisBC Inc.	\$10,269
	Materials were sold to FortisBC Inc.	\$72
	Employee and IT services were provided to FortisBC Inc.	\$7,416
Fortis Turks & Caicos Ltd.	Materials were sold to Fortis Turks & Caicos in 2023 and were returned and reversed in 2024.	(\$31,411)
Maritime Electric Company Ltd.	Employee services were provided to Maritime Electric Company Ltd.	\$11,960

#### 3.5.2 Occasional Services Obtained from Affiliates

Affiliate	Description of Occasional Services Obtained from Affiliates for 2024	Aggregate Value of Services
FortisBC Inc.	Materials were provided by FortisBC Inc.	\$7,074

#### 3.5.3 Emergency Services Provided to Affiliates

No Emergency Services were provided to or from Affiliates during 2024.

### 3.6 Employees Transferred and Shared Between FortisAlberta and its Affiliates

A list of all FortisAlberta employees shared with an Affiliate, detailing specifics as to purpose, dates, and duration of such employee movements for 2024 is detailed below.

Twelve (12) FortisAlberta employees were temporarily assigned to an affiliate during the Reporting Period. The following list sets out the employees' roles, the affiliate in question, the nature of services performed by the employees, and the fiscal quarter in which the temporary assignment took place:

Position Title	Number of Employees	Affiliate(s) services provided to	Nature of Services	Quarter
Meter Data Management Coordinator	1	FortisBC Inc.	Interval Meter Services	Q1 – Q4
Interval Analyst	2	FortisBC Inc.	Interval Meter Services	Q1 – Q4
Heavy Equipment Technician	1	Fortis Belize Ltd.	Troubleshooting, Repair and Training on Leakage Monitoring System	Q3
Manager Fleet	1	Maritime Electric Company Ltd.	Fleet Department Evaluation	Q2
		Fortis Belize Ltd.	Troubleshooting, Repair and Training on Leakage Monitoring System	Q3
Contractor – Regulatory	1	FortisAlberta Inc.	Wildfire and Public Safety Power Shutoff Communications	Q4
Training & Safety Support Work Leader	1	Caribbean Utilities Company Ltd.	Administration for Apprenticeship Training	Q4
		FortisBC Inc.		
Training & Safety Administrator	1	Caribbean Utilities Company Ltd.	Administration for Apprenticeship Training	Q4
		FortisBC Inc.		
Technical Training Specialist	4	Caribbean Utilities Company Ltd.	Apprenticeship Training	Q4
		FortisBC Inc.		

There were two (2) FortisAlberta employees permanently transferred to an affiliate during the Reporting Period.

### 3.7 FortisAlberta Employees and Contractors who received Inter-Affiliate Code of Conduct Training

Three-hundred-and-eleven (311) FortisAlberta employees who were identified to have meaningful involvement with an affiliate received the annual Inter-Affiliate Code of Conduct Training. The following list sets out the number of employees in each department who have received the training for the reporting period:

Department	Number of Employees/ Contractors who Received Training	Total Number of Employees/ Contractors	Percentage
Executive Management Team	10*	10	100
Corporate Services	36	132	27
Customer & Information Services	12	359	3
Engineering	7	92	8
Finance	33	52	64
Human Resources & Communications	6	51	12
Operations & Customer Experience	163	888	18
Regulatory, Strategic Affairs & General Counsel	32	35	91
Stakeholder Engagement & Energy Solutions	12	45	27
<b>Total</b>	<b>311</b>	<b>1664</b>	<b>19</b>

*\*Includes the Executive Assistant to the President and Chief Executive Officer.*

### 3.8 Certificates Attesting to Completeness of the Compliance Report and Compliance with the Code

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

## 4.0 CONCLUSION

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

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

## **APPENDIX A**

### **FortisAlberta Inc. Inter-Affiliate Code of Conduct Compliance Plan**

**FORTISALBERTA  
INC.  
INTER-AFFILIATE CODE OF  
CONDUCT COMPLIANCE PLAN  
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## 1. PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN

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

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

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

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

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

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

Copies of the Code and this Compliance Plan are available at [www.fortisalberta.com](http://www.fortisalberta.com). The numbering used in this Compliance Plan is consistent with the numbering used in the Code.

## 2. GENERAL PROVISIONS

### 2.1 Definitions

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

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

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

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

- j) **“Compliance Report”** shall have the meaning ascribed thereto in Section 7.6 of the Code. Quarterly, FortisAlberta will provide an exception report or a more detailed report, if there is a matter that ought to be brought to the attention of the AUC.
- k) **“Compliance Training Material”** means the material developed by the Compliance Officer prior to the end of each calendar year which will be used to ensure that all directors, officers, employees, consultants, contractors and agents of FortisAlberta are familiar with the provisions of the Code, and this Plan. At a minimum, the material will include instructions on:
- impartial application of the FortisAlberta tariff
  - equal access to Utility Services
  - avoiding undue influence of customers with respect to Affiliates
  - ensuring Affiliate compliance with the Code
  - appropriate use of the FortisAlberta name, logo, or other distinguishing characteristics
  - confidentiality of Utility information
  - treatment of Confidential Information related to customers
  - process for forwarding disputes, complaints or inquiries to the Compliance Officer
- l) **“Confidential Information”** means any information relating to a specific customer or potential customer of FortisAlberta, which information FortisAlberta has obtained or compiled in the process of providing current or prospective Utility Services and which is not otherwise available to the public.
- m) **“Corporate Governance Group”** means those directors, officers, and employees who have responsibility for corporate governance, policy, and strategic direction for both Utility and Non-Utility businesses within FortisAlberta.
- n) **“Cost Recovery Basis”** with respect to:
- 1) the use by one Affiliate of another Affiliate’s personnel, means the fully burdened costs of such personnel for the time period they are used by the Affiliate, including salary, benefits, vacation, materials, disbursements and all applicable overheads;
  - 2) the use by one Affiliate of another Affiliate’s equipment, means an allocated share of capital and operating costs appropriate for the time period utilized by the Affiliate;
  - 3) the use by FortisAlberta of an Affiliate’s services, means the complete costs of providing the service, determined in a manner acceptable to FortisAlberta, acting prudently;
  - 4) the use by an Affiliate of FortisAlberta’s services, means the complete costs of providing the service, determined in a manner acceptable to FortisAlberta, acting

prudently; and

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

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

## 2.2 Interpretation

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

## 2.3 To Whom this Plan Applies

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

## **2.4 Coming into Force**

This Plan comes into force on approval by the AUC.

## **2.5 Amendments to this Plan**

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

## **2.6 Retained for Numbering Consistency**

## **2.7 Authority of the AUC**

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

# **3. GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES**

## **3.1 Governance**

### **3.1.1 Separate Operations**

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

#### Compliance Measures

1. The FortisAlberta Compliance Officer will maintain an up-to-date list of the Corporate Governance Group.
2. On an annual basis, the Compliance Officer will provide a formal education session to the Corporate Governance Group. Within 90 days of the end of the previous calendar year, the Corporate Secretary of FortisAlberta will seek and obtain written acknowledgement from all individuals identified as the Corporate Governance Group that they have received the Compliance Training Material, that they are familiar with the requirements of the Code and the Plan, and that (i) as an officer or a member of the FortisAlberta management team, they do not manage the business and affairs of any Non-Utility Affiliate of FortisAlberta, except as required to fulfill

corporate governance, policy, and strategic direction responsibilities of the Fortis Inc. group of businesses, or (ii) as a director of FortisAlberta, they do not manage the business and affairs of FortisAlberta except as required in their capacity as a director of FortisAlberta to fulfill corporate governance, policy, and strategic direction responsibilities of FortisAlberta. This acknowledgement will also confirm that the individuals identified as the Corporate Governance Group are familiar with the provisions of the Code (including Section 3.1.5) and the Plan, and have acted in a manner that preserves the form, spirit and intent of the Code and of this Plan.

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

### **3.1.2 Retained for Numbering Consistency**

### **3.1.3 Separate Management**

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

#### Compliance Measures

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



### 3.1.4 Retained for Numbering Consistency

### 3.1.5 Guiding Principle

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

#### Compliance Measures

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

## 3.2 Degree of Separation

### 3.2.1 Accounting Separation

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

#### Compliance Measures

1. The Director, Finance will ensure the accounts and records of FortisAlberta are kept



separate from the accounts and records of all Affiliates.

2. The Director, Finance will provide a signed certificate in the form attached as Schedule "B" to this Plan attesting to the accounting separation from all Affiliates and the maintenance of separate financial records and books of accounts, to the Compliance Officer within 30 days of the end of the previous calendar year.
3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

### 3.2.2 Physical Separation

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

#### Compliance Measures

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

### 3.2.3 Separation of Information Services

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

#### Compliance Measures

1. Approval to share Information Services with an Affiliate of FortisAlberta may only be provided in writing by the appropriate Vice President of FortisAlberta. A copy of each approval so issued will be provided to the Compliance Officer who will maintain a record of the above approvals.

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

### 3.2.4 Financial Transactions with Affiliates

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

#### Compliance Measures

1. The Director, Finance of FortisAlberta will review all loans, investments, or other financial support provided to a Non-Utility Affiliate to ensure compliance with Section 3.2.4 of the Code and Plan.
2. The Director, Finance will provide a signed certificate in the form attached to this Plan as Schedule “B” attesting that any loans, investments, or other financial support provided to a Non-Utility Affiliate have been provided on terms no more favourable than what the Non-Utility Affiliate would be able to obtain as a stand- alone entity. The certificate will be provided to the Compliance Officer within 90 days of the end of the previous calendar year.

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

### 3.3 Resource Sharing

#### 3.3.1 Sharing of Employees

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

##### Compliance Measures

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

#### 3.3.2 Transferring of Employees

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

### Compliance Measures

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

#### **3.3.3 Sharing of Assets**

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

### Compliance Measures

1. The Director, Finance of FortisAlberta will maintain an inventory of all plant, assets and equipment shared with Affiliates.
2. The Director, Finance will ensure that no plant, assets and equipment are shared with Non-Utility Affiliates.
3. Within the first 90 days of the end of each calendar year, the Director, Finance will provide an annual report to the Compliance Officer of all plant, assets and

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

4. The Compliance Plan Committee will review the above report within 120 days of the end of the previous calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that plant, assets and equipment are shared with Utility Affiliates on a Cost Recovery Basis.
5. Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that plant, assets and equipment are shared with Utility Affiliates on a Cost Recovery Basis will be treated as an inquiry under the Code (see Section 8).

### **3.3.4 Shared Services Permitted**

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

#### Compliance Measures

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

### 3.3.5 Retained for Numbering Consistency

### 3.3.6 Occasional Services Permitted

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

#### Compliance Measures

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

### 3.3.7 Emergency Services Permitted

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

#### Compliance Measures

1. The Compliance Officer will ensure that all emergency services and resources provided to, or received from an Affiliate in the event of an emergency are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order or similar instrument.

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

#### **4. TRANSFER PRICING**

##### **4.1 For Profit Affiliate Services**

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

##### Compliance Measures

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



of the Code.

4. Prior to implementing a new or revised For Profit Affiliate Service Services Agreement to provide services to an Affiliate, the Services Agreement, and a description of the process used to determine that the For Profit Affiliate Service is to be provided at a price which is no less than Fair Market Value, will be reviewed and approved by the Compliance Plan Committee. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.
5. At the first meeting of the Compliance Plan Committee following the anniversary date of each For Profit Affiliate Service Services Agreement between FortisAlberta and an Affiliate, the For Profit Affiliate Service will be reviewed. The results of the review will be reflected in the minutes of the meeting. Any For Profit Affiliate Service which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the Services Agreement.
6. Any failure to provide a report described in paragraph 1 above will be treated as an inquiry under the Code (see Section 8).

## **4.2 Retained for Numbering Consistency**

### **4.2.1 Retained for Numbering Consistency**

### **4.2.2 Retained for Numbering Consistency**

## **4.3 Retained for Numbering Consistency**

## **4.4 Asset Transfers**

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

### Compliance Measures

1. The Director, Finance of FortisAlberta will approve any asset transfers, mortgages, leases, or other dispositions by FortisAlberta to an Affiliate, or by an Affiliate to FortisAlberta, and will ensure that such asset transfers are at Fair Market Value, subject to the provisions of Section 4.6 of the Code.
2. Within 90 days of the end of the previous calendar year, the Director, Finance will provide a report to the Compliance Officer detailing any asset transfers between FortisAlberta and Affiliates. The report will describe the manner in which the asset transfers were determined to be at Fair Market Value, subject to the provisions of Section 4.6 of the Code.



3. Within 120 days of the end of the calendar year, the Compliance Plan Committee will review the above report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers are at Fair Market Value, subject to the provisions of Section 4.6 of the Code.
4. Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers between FortisAlberta and Affiliates are priced at Fair Market Value, subject to the provisions of Section 4.6 of the Code, will be treated as an inquiry under the Code (see Section 8).

#### **4.5 Retained for Numbering Consistency**

#### **4.6 Asset Transfers Between Utilities for Operational Efficiencies**

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

##### Compliance Measures

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

## **5. EQUAL TREATMENT WITH RESPECT TO UTILITY SERVICES**

### **5.1 Impartial Application of Tariff**

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

See the Compliance Measures in Section 7.2 of this Plan.

### **5.2 Equal Access**

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

See the Compliance Measures in Section 7.2 of this Plan.

### **5.3 No Undue Influence**

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

See the Compliance Measures in Section 7.2 of this Plan.

### **5.4 Affiliate Activities**

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

See the Compliance Measures in Section 7.2 of this Plan.

## **5.5 Name and Logo**

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

See the Compliance Measures in Section 7.2 of this Plan.

## **5.6 Retained for Numbering Consistency**

# **6. CONFIDENTIALITY OF INFORMATION**

## **6.1 Utility Information**

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

See the Compliance Measures in Section 7.2 of this Plan.

## **6.2 Management Exception**

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

See the Compliance Measures in Section 3.1 of this Plan.

## **6.3 No Release of Confidential Information**

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

### Compliance Measures

1. Approval will be obtained from a customer, or prospective customer, in writing, indicating their consent to share Confidential Information relating to the customer or prospective customer with an Affiliate of FortisAlberta before the information is shared, unless such Confidential Information may be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code.
2. Written consent received from a customer or prospective customer will be provided by management to the Compliance Officer, who will verify that the information has not yet been shared and will maintain the consent documentation on file as a record of the approval. Management can then release the information.
3. If Confidential Information is to be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code, the Compliance Officer will verify the circumstances and, if appropriate, will provide an authorization in writing prior to the information being released.
4. Management of FortisAlberta will provide a signed certificate in the form attached as Schedule "B" to this plan attesting that they have not released Confidential Information related to a customer or prospective customer without receiving the prior written consent of the customer or prospective customer, to the Compliance Officer within 30 days of the end of the previous calendar year.
5. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 4 above, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

## **6.4 Aggregated Confidential Information**

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

### Compliance Measures

1. If management of FortisAlberta proposes to disclose aggregated Confidential Information to an Affiliate, the Compliance Officer will verify the aggregated information and, if appropriate, will provide an authorization in writing prior to the information being released. Management can then release the information.

2. The Compliance Officer will verify that the information has not been released to an Affiliate before being released to the public and will maintain a record of the approval on file.
3. Management of FortisAlberta will provide a signed certificate in the form attached as Schedule "B" to this plan attesting that they have not released aggregated Confidential Information to an Affiliate prior to making such information publicly available, to the Compliance Officer within 30 days of the end of the previous calendar year.
4. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 3 above, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

## **7. COMPLIANCE MEASURES**

### **7.1 Responsibility for Compliance**

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

See the Compliance Measures in Section 7.2 of this Plan.

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

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

#### Compliance Measures

1. Each director, officer, employee, consultant, contractor, agent and Affiliate of FortisAlberta will receive a copy of the Code on commencement of their relationship with FortisAlberta.
2. See the Compliance measures in Section 3.1.1 for the record keeping which will exist for the Corporate Governance Group.
3. For FortisAlberta employees (not included in the Corporate Governance Group), a signed acknowledgement that the employee has received, and is familiar with, the

Code and this Compliance Plan will be obtained on the commencement of employment with FortisAlberta. The acknowledgement will be kept in the employee's human resources personnel file.

4. For FortisAlberta consultants, contractors, and agents, a responsible employee of FortisAlberta will review the work assignment of the consultant, contractor, or agent to determine if the work assignment may be affected by the existence of the Code. If the responsible employee determines that the work assignment of the consultant, contractor, or agent may be affected by the Code, the responsible employee will provide a copy of the Code to the affected party, and will require a written acknowledgement from the consultant, contractor, or agent that they have received a copy of the Code, are familiar with its contents, and will abide by its requirements. The written acknowledgement will be forwarded to the Compliance Officer for record keeping.
5. The Compliance Officer will provide copies of the Code and this Compliance Plan to all Affiliates of FortisAlberta on an annual basis, addressed to a senior officer of the Affiliate.
6. On an annual basis, within 90 days of the end of the previous calendar year, each FortisAlberta employee will confirm (through written acknowledgement) that they have received the current Compliance Training Material, a current copy of the Code and this Compliance Plan, and are aware of their contents, and agree to abide by their requirements, and have abided by the Code in the previous year. The written acknowledgements will be maintained in the human resources personnel file for each employee.
7. Within 120 days of the end of the previous calendar year, the FortisAlberta Director Human Resources will provide the Compliance Plan Committee a written report, identifying which if any FortisAlberta employees have not acknowledged receipt of a current copy of the Code, awareness of its contents, and agreement to abide by its requirements.
8. The Compliance Officer will post the Code and the Compliance Plan on the FortisAlberta website.

### **7.3 Retained for Numbering Consistency**

### **7.4 Responsibilities of the Compliance Officer**

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

#### Compliance Measures

1. The responsibilities of the Compliance Officer are described in Section 7.4 of the

Code as amended from time to time.

2. Within 90 days of the end of the previous calendar year, the Compliance Officer will prepare a report to the Compliance Plan Committee detailing the manner in which he/she has discharged the above responsibilities. The report will be prepared in a manner consistent with Section 7.4 of the Code. The records required to be maintained by the Compliance Officer pursuant to Section 7.4 of the Code will be retained for a period of six years in a manner sufficient to support a third-party audit of the state of compliance with the Code.
3. At its next meeting following receipt of the above report, the Compliance Plan Committee will review the report. The results of the review, and any recommendations by the Compliance Plan Committee for improvements to the manner in which the Compliance Officer discharges the above responsibilities will be detailed in the minutes of the meeting.
4. Any recommendations by the Compliance Plan Committee for changes to the manner in which the Compliance Officer discharges the above responsibilities will be treated as an inquiry under the Code (see Section 8).

## **7.5 The Compliance Plan**

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

### Compliance Measures

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

## **7.6 The Compliance Report**

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

### Compliance Measures

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



**7.7 Retained for Numbering Consistency**

**7.8 Retained for Numbering Consistency**

## **8. DISPUTES, COMPLAINTS AND INQUIRIES**

### **8.1 Filing with the Compliance Officer**

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

#### Compliance Measures

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

### **8.2 Processing by Utility**

#### **8.2.1 Compliance Officer Acknowledgment**

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

#### Compliance Measures

See Section 8.1.

#### **8.2.2 Disposition**

**Policy:** The Compliance Officer shall respond to the dispute, complaint or inquiry within 21 working days of its receipt. The response shall include a description of the dispute, complaint or inquiry and the initial response of



**FortisAlberta to the issues identified in the submission. FortisAlberta's final disposition of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances, and in any event within 60 days of receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.**

Compliance Measures

See Section 8.1.

**8.3 Referral to the AUC**

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

Compliance Measures

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

**9. Retained for Numbering Consistency**

**9.1 Retained for Numbering Consistency**

**9.2 Retained for Numbering Consistency**

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

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

## 11. SCHEDULE A – OFFICER’S CERTIFICATE

To: The Alberta Utilities Commission

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 12. SCHEDULE B – COMPLIANCE REPORT

To: The FortisAlberta Compliance Officer and the FortisAlberta Compliance Committee

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

1. Section \_\_\_\_\_ of the FortisAlberta Compliance Plan requires me to provide this Compliance Certificate on or before \_\_\_\_\_.
2. My position with FortisAlberta is \_\_\_\_\_, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
3. For the period of \_\_\_\_\_ to \_\_\_\_\_, FortisAlberta has been in compliance with the requirements of Section \_\_\_\_\_ of the Code, with the exception (if any) of the items described on the attached sheet.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

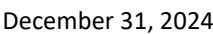
Date: \_\_\_\_\_

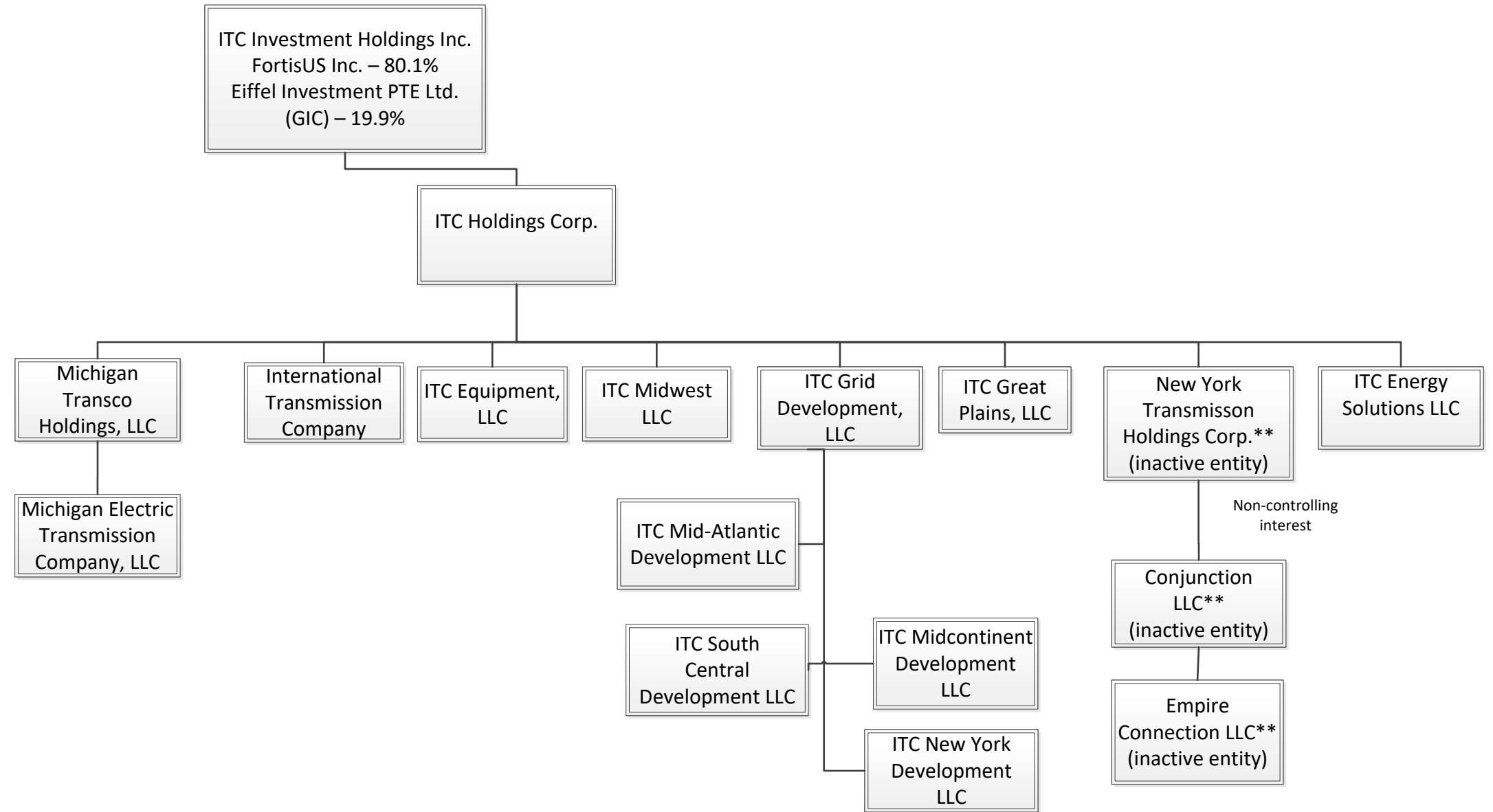
**APPENDIX B**

**FortisAlberta Inc.**

**Corporate Organizational Chart**

*(current as of December 31, 2024)*





All entities are organized in the State of Michigan, except:

\* Entities organized in the State of Delaware

\*\* Entities organized in the State of New York

## **APPENDIX C**

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

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

The following are the list of exemptions for FortisAlberta.

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

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

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

### **Original Decision 2006-012**

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

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

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

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

### **Decision 20263-D01-2015**

The second of these approvals was provided in Decision 20263-D01-2015 (the 2015 Decision). In the 2015 Decision, the Commission directed FortisAlberta to provide an analysis of alternative methods



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

### **Decision 23089-D01-2018**

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

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

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

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

This conditional approval was in force until the end of the current PBR term in 2022.

### **Decision 27887-D01-2023**

On December 16, 2022, FortisAlberta's requested that the Commission approve the continued:

- extension of the exemption from the Company's training requirements for all employees and contractors under Section 7.2 of the Inter-Affiliate Compliance Plan training requirements;
- requirement that only executives and those employees and contractors who are meaningfully involved in inter-affiliate transactions are required to receive the training required by Section 7.2 of the Inter-Affiliate Compliance Plan; and
- removal of the Training Exemption Threshold.

On March 22, 2023, the Commission approved FortisAlberta's request for an extension to its exemption from Section 7.2 of the FortisAlberta Inc. Inter-Affiliate Code of Conduct Compliance Plan, subject to the findings and directions in this decision, effective as of January 1, 2023, subject to the following directions:

- FortisAlberta is required to include the number of employees and contractors who have received training under Section 7.2 of the Compliance Plan, in its Inter-Affiliate Code of Conduct Annual Compliance Report. This information should be in table format.
- If FortisAlberta acquires or creates an Alberta affiliate, it must immediately apply to the Commission for a review of its conditional exemption from Section 7.2 of the Compliance Plan, at which point the Commission will decide whether FortisAlberta may continue to benefit from the exemption. Similarly, if there are any changes to FortisAlberta that could materially affect the nature of the inter-affiliate transactions, FortisAlberta must immediately apply to the Commission for review of its conditional exemption.

This conditional approval is in force until such time as FortisAlberta is required, by the terms outlined in this decision, to apply for a review of the exemption. At the time of any future rebasing or should any reopener provision be triggered under any performance-based regulation plan, the Commission will consider all contributing factors, including inter-affiliate costs.

## **APPENDIX D**

### **Officer's Certificates**

**SCHEDULE A  
OFFICER'S CERTIFICATE**

To: The Alberta Utilities Commission

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

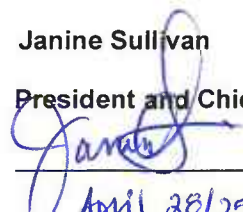
1. My position with FortisAlberta is President and Chief Executive Officer, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the FortisAlberta *Inter-Affiliate Code of Conduct* (the "**Code**").
3. I have read the Code, the Compliance Plan of FortisAlberta dated September 2017 and the Compliance Report of FortisAlberta dated April 2025.
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, employee, consultant, contractor or agent of FortisAlberta, or by any Affiliate of FortisAlberta (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and FortisAlberta that is not fully and accurately described in the Compliance Report.

Name: **Janine Sullivan**

Title: **President and Chief Executive Officer**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
April 28/25

## OFFICER'S CERTIFICATE

To: The Alberta Utilities Commission

I, **Gwen Straub**, of the City of Calgary, in the Province of Alberta, acting in my position as Compliance Officer of FortisAlberta Inc. (**FortisAlberta**) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with FortisAlberta is Compliance Officer and, as such, I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the FortisAlberta *Inter-Affiliate Code of Conduct* (the "**Code**").
3. I have read the Code, the Compliance Plan of FortisAlberta and the Compliance Report of FortisAlberta for the Reporting Period of 2024.
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, employee, consultant, contractor or agent of FortisAlberta, or by any Affiliate of FortisAlberta (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and FortisAlberta that is not fully and accurately described in the Compliance Report.

Name: **Gwen Straub**

Title: **Compliance Officer**

Signature: *Gwen Straub*

Date: April 22, 2025