

**ALTALINK MANAGEMENT LTD.
 INTER-AFFILIATE CODE OF CONDUCT
 COMPLIANCE PLAN
 Amended as of April 27, 2018**

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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 AltaLink will employ to ensure its full compliance with the provisions of the Code by AltaLink, its directors, officers, employees, consultants, contractors and agents, and by Affiliates of AltaLink with respect to the interactions of the Affiliates with AltaLink.

This Compliance Plan describes certain obligations and responsibilities of specified AltaLink management personnel. Notwithstanding this, and without otherwise reducing or eliminating the obligation and responsibility of the specified AltaLink 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 AltaLink management personnel to other AltaLink personnel.

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

Zora Lazic
Phone: (403) 267-3450
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or by contacting the Alberta Utilities Commission at: AUC Audit and Compliance Group, Phone: (403) 297-3590 Website: www.auc.ab.ca

Copies of the Code and this Compliance Plan are available at www.altalink.ca. The numbering used in this Compliance Plan is consistent with the numbering used in the Code.

2 GENERAL PROVISIONS

2.1 Definitions

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

- (a) “**ABCA**” means the *Business Corporations Act*, R.S.A.2000 c. B-9.
- (b) “**Affiliate**” means with respect to AltaLink:
 - (i) an “affiliate” as defined in the ABCA;
 - (ii) all general and limited partners of ALP;
 - (iii) all general and limited partners of AILP;
 - (iv) all general and limited partners of AHLP;
 - (v) all shareholders of AML;

- (vi) all shareholders of AIML;
 - (vii) a unit or division within AltaLink or any **Body Corporate** referred to in clause (b) (i) to (vi) above;
 - (viii) a partnership, joint venture, or **Person** in which AltaLink or any **Body Corporate** referred to in clause (b) (i) to (vi) above has a controlling interest or that is otherwise subject to the control of AltaLink or such **Body Corporate**;
 - (ix) any partnership, joint venture, or **Person** deemed by the **AUC** to be an Affiliate of AltaLink for the purposes of the **Code**; and
 - (x) 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 (ix) 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 AltaLink or by AltaLink 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) **“AHLP”** means AltaLink Holdings, L.P.
 - (e) **“AILP”** means AltaLink Investments, L.P.
 - (f) **“ALP”** means AltaLink, L.P.
 - (g) **“AML”** means AltaLink Management Ltd., general partner of ALP.
 - (h) **“AIML”** means AltaLink Investment Management Ltd., general partner of AILP and AHLP.
 - (i) **“AML Affiliates”** means any entity to which the **Code** applies pursuant to **Section 2.3** of the **Code**.
 - (j) **“AUC”** means the Alberta Utilities Commission.
 - (k) **“Body Corporate”** means a “body corporate” as defined in the **ABCA** or **CBCA**.
 - (l) **“CBCA”** means the *Canada Business Corporations Act*.
 - (m) **“Code”** means the AML Inter-Affiliate Code of Conduct.
 - (n) **“Code Acknowledgement Documentation”** means electronic acknowledgement confirming receipt, familiarity and agreement to abide by the terms of the **Code** and the **Compliance Plan**.

- (o) **“Common Director”** means a member of the Board of Directors of AltaLink who is also a member of the Board of Directors of an [Affiliate](#) of AltaLink.
- (p) **“Common Officer”** means an officer of AltaLink who is also an officer of a [Non-Utility Affiliate](#) of AltaLink.
- (q) **“Compliance Officer”** shall have the meaning ascribed thereto in Section 7.3 of the Code.
- (r) **“Compliance Plan”** shall mean the document to be prepared and updated by AltaLink pursuant to Section 7.5 of the Code.
- (s) **“Compliance Plan Committee” (CPC)** shall mean a committee which shall meet on an as-needed basis and at least two times annually, comprised of at least the following:
 - (i) Chief Financial Officer, AltaLink
 - (ii) Chief Operating Officer, AltaLink
 - (iii) Director, Internal Audit, AltaLink
 - (iv) Compliance Officer, AltaLink
- (t) **“Compliance Report”** shall have the meaning ascribed thereto in Section 7.6 of the Code. If there is a matter that ought to be brought to the attention of the AUC, then AltaLink will provide an exception report or a more detailed report on a quarterly basis.
- (u) **“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 employees of AltaLink are familiar with the provisions of the Code, and this Plan. At a minimum, the material will include instructions on:
 - (i) impartial application of the AltaLink tariff;
 - (ii) equal access to Utility Services;
 - (iii) avoiding undue influence of customers with respect to Affiliates;
 - (iv) ensuring Affiliate compliance with the Code;
 - (v) appropriate use of the AltaLink name, logo, or other distinguishing characteristics;
 - (vi) protecting the confidentiality of Utility information;
 - (vii) treatment of Confidential Information related to customers; and
 - (viii) process for forwarding disputes, complaints or inquiries to the Compliance Officer.
- (v) **“Confidential Information”** means any information relating to a specific customer or potential customer of AltaLink, which information AltaLink has obtained or compiled in the process of providing current or prospective [Utility Services](#) and which is not otherwise available to the public.
- (w) **“Cost Recovery Basis”** with respect to:

- (i) the use by one Affiliate of another Affiliate’s personnel, means the fully burdened costs of such personnel for the time period they are used by the Affiliate, including salary, benefits, vacation, materials, disbursements and all applicable overheads;
 - (ii) the use by one Affiliate of another Affiliate’s equipment, means an allocated share of capital and operating costs appropriate for the time period utilized by the Affiliate;
 - (iii) the use by AltaLink of an Affiliate’s services, means the complete costs of providing the service, determined in a manner acceptable to AltaLink, acting prudently;
 - (iv) the use by an Affiliate of AltaLink’s services, means the complete costs of providing the service, determined in a manner acceptable to AltaLink, acting prudently; and
 - (v) the transfer of equipment, plant inventory, spare parts or similar assets between Utilities, means the net book value of the transferred assets.
- (x) **“Emergency Services”** shall have the meaning ascribed thereto in Section 3.3.7 of the [Code](#).
 - (y) **“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.
 - (z) **“For Profit Affiliate Service”** means any service, provided on a for-profit basis:
 - (i) by AltaLink to a [Non-Utility Affiliate](#), other than a Utility Service; or
 - (ii) by a Non-Utility Affiliate to AltaLink.
 - (aa) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by AltaLink relating to AltaLink customers or AltaLink operations.
 - (bb) **“Major Transaction”** means a transaction or series of related transactions within a calendar year between AltaLink 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.
 - (cc) **“Materially Revised”** for the purposes of mechanisms 3 and 4 of Section 4.1, does not include any changes made as a result of an order or direction of the [AUC](#); minor administrative changes, such as change of name, title or location; or changes to the pricing provisions of the relevant [Services Agreement](#) if such changes are supported by adequate evidence to conclude that the [For Profit Affiliate Services](#) are being acquired at a price which is no more than [Fair Market Value](#), or being provided at a price which is no less than Fair Market Value.
 - (dd) **“Non-Utility Affiliate”** means an [Affiliate](#) that is not a [Utility](#).

- (ee) **“Occasional Services”** shall have the meaning ascribed thereto in Section 3.3.6 of the [Code](#).
- (ff) **“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).
- (gg) **“Person”** means a “person” as defined in the [ABCA](#) or [CBCA](#).
- (hh) **“Services Agreement”** means an agreement entered into between AltaLink and one or more [Affiliates](#) for the provision of [Shared Services](#) or [For Profit Affiliate Services](#) and shall provide for the following matters as appropriate in the circumstances:
 - (i) the type, quantity and quality of service;
 - (ii) pricing, allocation or cost recovery provisions;
 - (iii) confidentiality arrangements;
 - (iv) the apportionment of risk;
 - (v) dispute resolution provisions; and
 - (vi) a representation by AltaLink and each Affiliate party to the agreement that the agreement complies with the [Code](#).
- (ii) **“Shared Service”** means any service, other than a [Utility Service](#) or a [For Profit Affiliate Services](#), provided on a [Cost Recovery Basis](#) by AltaLink to an [Affiliate](#) or by an Affiliate to AltaLink.
- (jj) **“Subsidiary”** shall have the meaning ascribed thereto in Section 2 (4) of the [ABCA](#).
- (kk) **“Utility”** means any [Body Corporate](#) or any unit or division thereof, that provides a [Utility Service](#) and falls within the definition of:
 - (i) “electric utility” under the *Electric Utilities Act*, S.A. 2003, c. E-5.1; or
 - (ii) “public utility” under the *Public Utilities Board Act*, R.S.A. 2000, c. P-45.
- (ll) **“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 AltaLink are obligated to comply with this Plan and all directors, officers, employees, consultants, contractors and agents of [Affiliates](#) of AltaLink are obligated to comply with this Plan to the extent they interact with AltaLink.

2.4 Coming into Force

This Plan comes into force on approval by the [AUC](#).

2.5 Amendments to this Plan

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

2.6 Retained for Numbering Consistency

2.7 Authority of the [AUC](#)

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

3 GOVERNANCE AND SEPARATION OF [UTILITY BUSINESSES](#)

3.1 Governance

3.1.1 Separate Operations

Policy: AltaLink 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 AltaLink [Compliance Officer](#) will maintain an up-to-date list of the [Common Directors](#) and [Common Officers](#) of AltaLink, (the “List of Directors and Officers”).
2. On an annual basis, the [Compliance Officer](#) will provide [Compliance Training Material](#) to the [Common Directors](#) and [Common Officers](#) of AltaLink. Within 90 days of the end of each calendar year, the [Compliance Officer](#) will seek and obtain written acknowledgement from all individuals identified as the [Common Officers](#) (excluding directors and officers who are involved in day-to-day management of AltaLink and who sign the Joint Officers or Management Team Members Certificate under Section 3.1.5) that they have received the [Compliance Training Material](#), that they are familiar with the

requirements of the [Code](#) and the [Plan](#), and that their role in managing the business and affairs of AltaLink have been limited to providing corporate governance, policy, and strategic direction (the “Common Officers’ Code Acknowledgement”). This acknowledgement will also confirm that the individuals identified as the [Common Officers](#) are familiar with the provisions of the [Code](#) (including Section 3.1.5) and the [Plan](#), and have acted in a manner which preserves the form, and the spirit and intent of the [Code](#), and this [Plan](#).

3. The [Compliance Plan Committee](#) will review the acknowledgements prior to filing the annual Compliance Report. The minutes of the meeting at which the acknowledgements are 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 of this [Plan](#)).

3.1.2 Retained for Numbering Consistency

3.1.3 Separate Management

Policy: **AltaLink 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 either amending the membership of the AltaLink management team, or changing the AltaLink officers with any person who may be perceived as having participated in the management of any [Affiliate](#), the President of AltaLink will provide a notice verbally or in writing to the [Compliance Officer](#). The [Compliance Officer](#) will document verbal notices. If the [Compliance Officer](#) does not identify a concern with adherence to this policy within five working days of receiving the notice, the President may proceed with the change. If the [Compliance Officer](#) does identify a potential concern with adherence to this policy, he/she will advise the President within five working days and initiate an inquiry under the [Code](#) (see Section 8 of this [Plan](#)).

2. The [Compliance Officer](#) will maintain an up-to-date list of AltaLink management team members and officers, (the “AltaLink Management and Officers’ List”).

3. Within 90 days of the end of each calendar year, the [Compliance Plan Committee](#) will meet and the “AltaLink Management and Officers’ List” will be compared to the current management team members and officers of AltaLink’s [Non-Utility Affiliates](#), and the minutes of the meeting will reflect the outcome of this comparison.

4. Any conflicts with this policy identified as a result of this review will be treated as an inquiry under the [Code](#) (see Section 8 of this [Plan](#)).

3.1.4 Retained for Numbering Consistency

3.1.5 Guiding Principle

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

Compliance Measures

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

3.2 Degree of Separation

3.2.1 Accounting Separation

Policy: AltaLink shall have separate financial records and books of accounts from all **Affiliates**.

Compliance Measures

1. The Vice President, Controller will ensure the accounts and records of AltaLink are kept separate from the accounts and records of all **Affiliates**.

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

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

3.2.2 Physical Separation

Policy: AltaLink 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 AltaLink is located in the same building as a **Non-Utility Affiliate**, AltaLink will institute appropriate security controlled access, through the use of receptionists, keyed locks, or card-key access.

2. The AltaLink Facilities Manager will provide a signed certificate in the form attached as Schedule “B” to this Plan attesting to the physical separation of AltaLink from all **Non-Utility Affiliates**, (the “Physical Separation Certificate”), within 60 days of the end of each calendar year.

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

3.2.3 Separation of Information Services

Policy: Where AltaLink 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 AltaLink may only be provided in writing by the Vice President, Security & Information Services. A copy of each approval so issued, (the “IT Approvals”) will be provided on an annual basis to the **Compliance Officer** forthwith who will maintain a record of the above approvals.

2. The Vice President, Security & Information Services 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 AltaLink.

3. The Vice President, Security & Information Services will provide a signed certificate in the form attached as Schedule “B” to this Plan, (the “Shared Access Compliance Certificate”) attesting to the protection from unauthorized access by **Affiliates** to shared Information Services, to the **Compliance Officer** within 60 days of the end of the each calendar year.

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

5. The **Compliance Officer** will review the access control lists and the IT Approvals for all **Information Services** shared with an **Affiliate** of AltaLink and will provide a signed certificate in the form attached as Schedule “B” to this Plan, (the “Compliance Officer Certificate”) attesting that he/she has reviewed all Information Services shared with an **Affiliate** of AltaLink and that all access by **Affiliates** of AltaLink 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 of this Plan).

3.2.4 Financial Transactions with **Affiliates**

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

Compliance Measures

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

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

3.3 Resource Sharing

3.3.1 Sharing of Employees

Policy: AltaLink 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. Before sharing employees with an **Affiliate**, the written permission of the appropriate Vice-President of AltaLink must be provided to the Senior Vice President, Human Resources, unless such sharing is already documented as a **Shared Services** under a **Services Agreement**.
2. The Senior Vice President, Human Resources will retain the written permission on file, and provide quarterly reports (the “Shared and Transferred Employees Report”) to the **Compliance Officer** on all instances of sharing AltaLink employees with **Affiliates** which have occurred, or continued during the reporting period, other than employee sharing documented as a **Shared Service** under a **Service Agreement**. The report will identify if the required Vice President approval was in place before the sharing took place. The **Compliance Officer** will review the “Shared and Transferred Employees Report” and will immediately notify the **Compliance Plan Committee** of any instances of employees being shared with **Affiliates** without the signed permission of the appropriate Vice President or any instances of employees being shared in advance of the VP approval being granted.
3. Within 90 days of the end of each calendar year, the **Compliance Plan Committee** will review the “Shared and Transferred Employees 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 manner in which employees are shared with **Affiliates**.
4. Any recommendations for changes to the manner in which employees are shared with **Affiliates** will be approved by the **Compliance Plan Committee**. If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the **Code** (see Section 8 of this Plan).

3.3.2 Transferring of Employees

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

Compliance Measures

1. The appropriate AltaLink 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 AltaLink. 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 Senior Vice President, Human Resources.
2. The Senior Vice President, Human Resources will retain the confidentiality agreement on file and provide a quarterly report, (the “Shared and Transferred Employees Report”) to the [Compliance Officer](#) on all instances of AltaLink 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. The [Compliance Officer](#) will review the quarterly report on employee transfers and will immediately notify the [Compliance Plan Committee](#) of any instances of employees being transferred to [Affiliates](#) without the signed confidentiality agreement in place before the transfer took place.
3. Within 90 days of the end of each calendar year, the [Compliance Plan Committee](#) will review the “Shared or Transferred Employees 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 manner in which employees are transferred to [Affiliates](#).
4. Any recommendations for changes to the manner in which employees transfer to [Affiliates](#) will be approved by the [Compliance Plan Committee](#). If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the [Code](#) (see Section 8 of this Plan).

3.3.3 Sharing of Assets

Policy: Plant, assets and equipment of AltaLink shall be separated in ownership and separated physically from the plant, assets and equipment of [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 Chief Operating Officer of AltaLink will maintain an inventory of all plant, assets and equipment shared with [Affiliates](#).
2. The Chief Operating Officer will ensure that no plant, assets and equipment are shared with [Non-Utility Affiliates](#).
3. Within the first 60 days of the end of each calendar year, the Chief Operating Officer will provide an annual report to the [Compliance Officer](#) of all plant, assets and equipment shared with [Utility Affiliates](#), (the “Chief Operating Officer Report to CPC”)

identifying the methods used to ensure that such sharing was 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 “Chief Operating Officer Report to CPC” within 90 days of the end of each calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the [Compliance Plan Committee](#) for changes to the methods used to ensure that plant, assets and equipment are shared with [Utility Affiliates](#) on a [Cost Recovery Basis](#).

5. Any recommendations 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 approved by the [Compliance Plan Committee](#). If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the [Code](#) (see Section 8 of this Plan).

3.3.4 [Shared Services Permitted](#)

Policy: AltaLink may obtain [Shared Services](#) from, or provide [Shared Services](#) to, an [Affiliate](#) where it is prudent to do so, provided that each of AltaLink and the [Affiliates](#) bear its proportionate share of costs.

Compliance Measures

1. The Compliance Officer will maintain an inventory of all [Shared Services](#) obtained from, or provided to an [Affiliate](#), (the “Compliance Officer Inventory Report”).

2. All new or revised [Shared Services](#) will be documented by a [Services Agreement](#).

3. Prior to receiving a new or revised [Shared Service](#), the [Services Agreement](#) will be prepared by the appropriate AltaLink employee and presented to the [Compliance Plan Committee](#) for review and approval. A business case identifying that it is prudent to obtain [Shared Services](#) will be prepared if the annual value of the [Shared Services](#) is estimated to be greater than \$50,000. The business case will be presented to the [Compliance Plan Committee](#) for review and approval.

4. Prior to providing a [Shared Service](#), the [Services Agreement](#) will be prepared by the appropriate AltaLink employee and presented to the [Compliance Plan Committee](#) for review and approval.

5. The [Shared Services](#) will be reviewed by the [Compliance Plan Committee](#) within 90 days of the end of each calendar year. The results of the review will be reflected in the minutes of the meeting. Any [Shared Service](#) which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the [Services Agreement](#).

3.3.5 Retained for Numbering Consistency

3.3.6 Occasional Services Permitted

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

Compliance Measures

1. The Compliance Officer will ensure that all Occasional Services provided to, or received by an Affiliate are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order, or similar instrument.
2. Within 90 days of the end of each calendar year, the Compliance Officer will provide to the Compliance Plan Committee the annual report of Occasional Services provided by AltaLink to an Affiliate and vice versa, (the “Compliance Officer Inventory Report”) indicating whether the services have been provided on a cost recovery basis and have been properly documented.
3. The Compliance Plan Committee will review the “Compliance Officer Inventory Report” prior to filing the annual Compliance Report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services.
4. Any recommendations for changes to the provision, receipt and documentation of Occasional Services, will be approved by the Compliance Plan Committee. If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the Code (see Section 8 of this Plan).

3.3.7 Emergency Services Permitted

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

Compliance Measures

1. The Compliance Officer will ensure that all Emergency Services and resources provided to, or received by an Affiliate in the event of an emergency are provided on a Cost Recovery Basis.
2. Within 90 days of the end of each calendar year, the Compliance Officer will provide an annual report of Emergency Services provided by AltaLink to an Affiliate and vice versa, (the “Compliance Officer Inventory Report”), indicating whether the services have been provided on a cost recovery basis, have been properly documented, to the Compliance Plan Committee.

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

4. Any recommendations for changes to the provision, receipt and documentation of Emergency Services, will be approved by the **Compliance Plan Committee**. If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the **Code** (see Section 8 of this Plan).

4 TRANSFER PRICING

4.1 For Profit Affiliate Services

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

Compliance Measures

1. The **Compliance Officer** will maintain an inventory of all **For Profit Affiliate Services** obtained from, or provided to an **Affiliate**.

2. All existing, new or revised **For Profit Affiliate Services** will be documented by a **Services Agreement**, duly executed by AltaLink employees with the appropriate signing authority.

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

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

5. The [For Profit Affiliate Services](#) between AltaLink and an [Affiliate](#) will be reviewed by the [Compliance Plan Committee](#) within 90 days of the end of each calendar year. The results of the review will be reflected in the minutes of the meeting. Any [For Profit Affiliate Service](#) which no longer meets the test of continued prudence will be revised or terminated in accordance with the terms of the [Service Agreement](#).

4.2 Pricing [For Profit Affiliate Services](#)

4.2.1 Retained for Numbering Consistency

4.2.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

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

Compliance Measures

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

2. Within 60 days of the end of each calendar year, the Chief Operating Officer will provide an annual report to the [Compliance Officer](#) detailing any asset transfers between AltaLink and [Affiliates](#), (the “Chief Operating Officer Report to CPC”). The report will describe the manner in which the asset transfers were determined to be at [Fair Market Value](#), subject to the provisions of Section 4.6 of the Code.

3. Within 90 days of the end of each calendar year, the [Compliance Plan Committee](#) will review the “Chief Operating Officer Report to CPC”. 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 for changes to the methods used to ensure that asset transfers between AltaLink and [Affiliates](#) are priced at [Fair Market Value](#), subject to the provisions of Section 4.6 of the Code, will be approved by the [Compliance Plan Committee](#). If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the [Code](#) (see Section 8 of this Plan).

4.5 Retained for Numbering Consistency

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

Policy: AltaLink 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 AltaLink and **Utility Affiliates** on a **Cost Recovery Basis**.

Compliance Measures

1. The appropriate Vice Presidents will approve asset transfers for operational efficiencies. The Chief Operating Officer will ensure that the transfer of individual assets or groups of assets used in Utility operations between AltaLink and **Utility Affiliates**, will be done on a **Cost Recovery Basis**.

2. Within 60 days of the end of each calendar year, the Chief Operating Officer will provide a report to the **Compliance Officer**, (the “Chief Operating Officer Report to CPC”) detailing any arrangements for obtaining Operational Efficiencies between AltaLink and **Utility Affiliates**. The report will describe the manner in which the asset transfers were determined to be on a **Cost Recovery Basis**.

3. Within 90 days of the end of each calendar year, the **Compliance Plan Committee** will review the “Chief Operating Officer Report to CPC”. 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 for changes to the methods used to ensure that asset transfers between AltaLink and **Affiliates** are valued on a **Cost Recovery Basis** will be approved by the **Compliance Plan Committee**. If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the **Code** (see Section 8 of this Plan).

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

5.1 Impartial Application of Tariff

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

See the Compliance Measures in Section 7.2 of this Plan.

5.2 Equal Access

Policy: AltaLink shall not favour any **Affiliate** with respect to access to information concerning **Utility Services** or with respect to the obtaining of, or the scheduling of, **Utility Services**. Requests by an **Affiliate** or an **Affiliate’s** customers for access to **Utility Services** shall be processed and provided in

the same manner as would be processed or provided for other customers of AltaLink.

See the Compliance Measures in Section 7.2 of this Plan.

5.3 No Undue Influence

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

See the Compliance Measures in Section 7.2 of this Plan.

5.4 Affiliate Activities

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

See the Compliance Measures in Section 7.2 of this Plan.

5.5 Name and Logo

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

See the Compliance Measures in Section 7.2 of this Plan.

6.2 Management Exception

Policy: Officers of AltaLink who are also officers of an Affiliate as permitted pursuant to Section 3.1.4 of the Code may disclose, subject to the provisions

of Section 3.1.5 of the Code, AltaLink 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: AltaLink 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 AltaLink 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. The Compliance Officer of AltaLink will prepare a signed certificate in the form attached as Schedule “B” to this Plan attesting that, they have not released Confidential Information related to a customer or prospective customer without receiving the prior written consent of the customer or prospective customer, (the “Compliance Officer Certificate”) within 60 days of the end of each calendar year.
5. The Compliance Officer will maintain a record of the above certificate. Any failure to provide a certificate as described in paragraph 4 above, or the provision of a certificate which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8 of this Plan).

6.4 Aggregated Confidential Information

Policy: AltaLink 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 AltaLink shall not disclose such aggregated customer information to an Affiliate prior to making such information publicly available.

Compliance Measures

1. If management proposes to disclose aggregated Confidential Information to an Affiliate, the Compliance Officer will verify the aggregated information and, if appropriate, will provide an authorization in writing prior to the information being released. Management can then release the information.
2. The Compliance Officer will verify that the information has not been released to an Affiliate before being released to the public and will maintain a record of the approval on file.
3. The Compliance Officer will prepare a signed certificate in the form attached as Schedule "B" to this Plan attesting that they have not released aggregated Confidential Information to an Affiliate prior to making such information publicly available, (the "Compliance Officer Certificate") within 60 days of the end of each calendar year.
4. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate as described in paragraph 3 above, or the provision of a certificate which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8 of this Plan).

7 COMPLIANCE MEASURES

7.1 Responsibility for Compliance

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

See the Compliance Measures in Section 7.2 of this Plan.

7.2 Communication of Code and Compliance Plan

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

Compliance Measures

1. Each director, officer, employee, consultant, contractor, agent and [Affiliate](#) of AltaLink will receive a copy of the [Code](#) on commencement of their relationship with AltaLink.
2. For AltaLink employees (excluding the [Common Directors](#) and [Common Officers](#)), an electronic acknowledgement that the employee has received, and is familiar with, the [Code](#) and this [Compliance Plan](#), (the “Code Acknowledgement Documentation”) will be obtained on the commencement of employment with AltaLink. The electronic acknowledgement will be maintained by Training Services.
3. For AltaLink consultants, contractors, and agents, the responsible employee of AltaLink will provide a copy of the [Code](#) to the affected party, and will obtain a written acknowledgement from the consultant, contractor, or agent that they have received a copy of the [Code](#), are familiar with its contents, and will abide by its requirements.
4. The [Compliance Officer](#) will provide copies of the [Code](#) and this [Compliance Plan](#) to all [Affiliates](#) of AltaLink on an annual basis, addressed to a senior officer of the Affiliate.
5. Within 60 days of the end of each calendar year, each AltaLink employee (excluding [Common Directors](#) and [Common Officers](#) of AltaLink) will confirm (through an electronic acknowledgement) that they have received the current [Compliance Training Material](#), a current copy of the [Code](#) and this [Compliance Plan](#), and are aware of their contents, and agree to abide by their requirements, and have abided by the Code in the previous year (the “Code Acknowledgement Documentation”). The electronic acknowledgements will be maintained by Training Services.
6. The [Compliance Officer](#) will provide a written report to the [Compliance Plan Committee](#), identifying which, if any, AltaLink employees have not completed the “Code Acknowledgement Documentation”. The [Compliance Plan Committee](#) will review the written report prior to filing the annual [Compliance Report](#).
7. The [Compliance Officer](#) will post the [Code](#) and the [Compliance Plan](#) on the AltaLink web site.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the Compliance Officer

Policy: The AltaLink [Compliance Officer](#) will discharge the responsibilities detailed in Section 7.4 of the [Code](#).

Compliance Measures

1. The responsibilities of the [Compliance Officer](#) are described in Section 7.4 of the Code as amended from time to time.

2. Within 90 days of the end of each calendar year, the **Compliance Officer** will prepare a report for review by the **Compliance Plan Committee** detailing the manner in which he/she has discharged the above responsibilities, (the “Compliance Officer Report to the CPC”). 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. Prior to filing the annual **Compliance Report**, the **Compliance Plan Committee** will review the “Compliance Officer Report to the CPC”. 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. If any instances of non-compliance with this policy are identified they will be treated as an inquiry under the **Code** (see Section 8 of this Plan).

7.5 The **Compliance Plan**

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

Compliance Measures

1. A copy of the current AltaLink **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: AltaLink 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 AltaLink. The **Compliance Report** will be posted on AltaLink’s web site, and interested parties will be advised promptly when the **Compliance Report** has been posted on the web site.

Compliance Measures

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

7.7 Retained for Numbering Consistency

7.8 Retained for Numbering Consistency

8 DISPUTES, COMPLAINTS AND INQUIRIES

8.1 Filing with the **Compliance Officer**

Policy: The **Compliance Officer** will keep a record of all written (or e-mailed) disputes, complaints or inquiries from within AltaLink 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 AltaLink 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 AltaLink 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 AltaLink to the issues identified in the submission. AltaLink'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 AltaLink website.

Compliance Measures

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

9 RETAINED FOR NUMBERING CONSISTENCY

9.1 Retained for Numbering Consistency

9.2 Retained for Numbering Consistency

10 EFFECTIVE DATE OF THE COMPLIANCE PLAN

This Amended Plan comes into effect upon 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 AltaLink and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

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

Name: _____

Title: _____

Date: _____

12 SCHEDULE B – COMPLIANCE REPORT

To: The AltaLink Compliance Officer and AltaLink Compliance Committee

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

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