



Stephen R. Hall
Director, Rates & Regulatory Affairs
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July 10, 2017

Debra A. Howland
Executive Director
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429

Re: Affiliate Services Agreements - Liberty Utilities (EnergyNorth Natural Gas) Corp. and Liberty Utilities (Granite State Electric) Corp.

Dear Ms. Howland:

On behalf of Liberty Utilities (EnergyNorth Natural Gas) Corp. and Liberty Utilities (Granite State Electric) Corp. both d/b/a Liberty Utilities, and pursuant to RSA 366:3, enclosed for filing are seven copies of Amendment Number One effective June 30, 2017, to an Affiliate Services Agreement between both Liberty Utilities (EnergyNorth Natural Gas) Corp. and Liberty Utilities (Granite State Electric) Corp. and Liberty Utilities (Park Water) Corp. The original agreement was filed with the Commission on January 24, 2017, and docketed as DA 17-014.

The purpose of this amendment is to clarify that with respect to Liberty Utilities (New England Natural Gas Company) Corp., transactions under the agreement are subject to the jurisdiction of the Massachusetts Department of Public Utilities pursuant to Massachusetts law. The amendment has no impact on either EnergyNorth or Granite State.

Thank you for your assistance with this matter. Please do not hesitate to call if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Stephen R. Hall".

Stephen R. Hall

Enclosures

Cc: D. Maurice Kreis, Consumer Advocate

**CONTRACT AMENDMENT NUMBER ONE AFFILAITE SERVICES
AGREEMENT DATED JANUARY 23, 2017**

This CONTRACT AMENDMENT NUMBER ONE to the CONSULTING AGREEMENT between Liberty Utilities (Park Water) Corp., a California corporation (“Liberty Park Water”) and Liberty Utilities (New England Natural Gas Company) Corp., Liberty Utilities (Peach State Natural Gas) Corp., Liberty Utilities (Granite State Electric) Corp., Liberty Utilities (EnergyNorth Natural Gas) Corp., and Liberty Utilities (Missouri Water) LLC, (each a “Liberty Entity” and collectively, “Liberty Entities”) (the “Agreement”) effective as of June 30, 2017. The parties to this Amendment Number One are otherwise collectively referred to as the “Parties” or individually referred to as a “Party.” Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

WHEREAS, the Parties entered into the Agreement on January 23, 2017;

WHEREAS, the Parties agree to amend Section 5.1 “Compliance with Governing Law” of the Agreement to address requirements specific to Massachusetts law;

NOW THEREFORE, in consideration of the premises, mutual covenants and promises and the benefit to be derived therefrom, and other valuable consideration, the receipt of which the Parties hereby acknowledge, Parties agree to amend the Agreement as follows.

1. Section 5.1 of the Agreement is deleted in its entirety.
2. The following language is hereby added as Section 5.1 of the Agreement:
3. **“Compliance with Governing Law.** This Agreement will be subject to termination or modification at any time to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction. Any number of counterparts of this Agreement may be executed, and each shall have the same force and effect as an original instrument, as if all Parties to all counterparts had signed the same instrument. In the case of Parties subject to the jurisdiction of the Massachusetts Department of Public Utilities (“MDPU”) or any successor to the MDPU, any amounts to be paid by such Parties in connection with this Agreement or any transaction contemplated by this Agreement shall be subject to review and determination by the MDPU in any proceeding brought under Section 93 or 94 of Chapter 164 of the Massachusetts General Laws. With respect to Parties subject to the jurisdiction of the MDPU or any successor to the MDPU, the effective date of the Agreement shall be the date on which the foregoing sentence becomes part of the Agreement.”
4. Except as expressly amended herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above mentioned.

LIBERTY UTILITIES (PARK WATER) CORP.

By:  _____

Name: Gregory S. Sorensen

Title: President

By:  _____

Name: Todd Wiley

Title: Secretary

LIBERTY UTILITIES (NEW ENGLAND NATURAL GAS COMPANY) CORP.

By: _____

Name: James Sweeney

Title: President

By: _____

Name: Ronald Ritchie

Title: Secretary/Treasurer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above mentioned.

LIBERTY UTILITIES (PARK WATER) CORP.

By: _____

Name: Gregory S. Sorensen

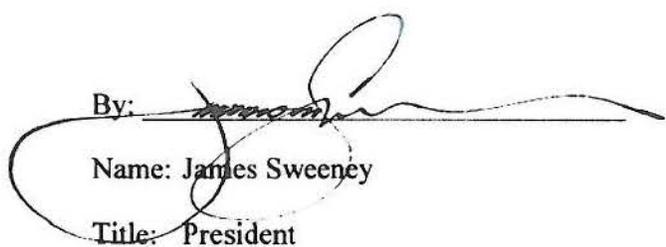
Title: President

By: Todd Wiley/SBA

Name: Todd Wiley

Title: Secretary

LIBERTY UTILITIES (NEW ENGLAND NATURAL GAS COMPANY) CORP.

By:  _____
Name: James Sweeney
Title: President

By: _____

Name: Ronald Ritchie

Title: Secretary/Treasurer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above mentioned.

LIBERTY UTILITIES (PARK WATER) CORP.

By: _____

Name: Gregory S. Sorensen

Title: President

By: Todd Wiley/Sec

Name: Todd Wiley

Title: Secretary

LIBERTY UTILITIES (NEW ENGLAND NATURAL GAS COMPANY) CORP.

By: _____

Name: James Sweeney

Title: President

By: R. J. Ritchie

Name: Ronald Ritchie

Title: Secretary/Treasurer

LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.

By:  _____

Name: Charles Rossi

Title: President

By: _____

Name: Todd Wiley

Title: Secretary/Treasurer

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.

By: _____

Name: James Sweeney

Title: President

By: _____

Name: Tisha Sanderson

Title: Secretary/Treasurer

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

By: _____

Name: James Sweeney

Title: President

LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.

By: _____

Name: Charles Rossi

Title: President

By: Todd Wiley / SBK

Name: Todd Wiley

Title: Secretary/Treasurer

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.

By: _____

Name: James Sweeney

Title: President

By: _____

Name: Tisha Sanderson

Title: Secretary/Treasurer

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Title: Secretary/Treasurer

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By: Tisha Sanderson

Name: Tisha Sanderson

Title: Secretary/Treasurer

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

By: _____

Name: James Sweeney

Title: President

By: _____

Name: Tisha Sanderson

Title: Secretary/Treasurer

LIBERTY UTILITIES (MISSOURI WATER) LLC

By: 

Name: Michael Beatty

Title: President

By: _____

Name: Todd Wiley

Title: Secretary/Treasurer

By: Tisha Sanderson

Name: Tisha Sanderson

Title: Secretary/Treasurer

LIBERTY UTILITIES (MISSOURI WATER) LLC

By: _____

Name: Michael Beatty

Title: President

By: Todd Wiley /SBC

Name: Todd Wiley

Title: Secretary/Treasurer