

**AFFILIATE SERVICES AGREEMENT**  
**Liberty Utilities (Canada) Corp.**

This Affiliate Services Agreement (this “Agreement”) is effective as of the 30<sup>th</sup> day of June, 2017, by and between Liberty Utilities (Canada) Corp. (“LUC”) and Liberty Utilities (EnergyNorth Natural Gas) Corp., Liberty Utilities (Granite State Electric) Corp., Liberty Utilities (New England Natural Gas Company) Corp., Liberty Utilities (Peach State Natural Gas) Corp., Liberty Utilities (CalPeco Electric) LLC, Liberty Utilities (Park Water) Corp., Liberty Utilities (Apple Valley Ranchos Water) Corp., Liberty Utilities (Bella Vista Water) Corp., Liberty Utilities (Gold Canyon Sewer) Corp., Liberty Utilities (Litchfield Park Water & Sewer) Corp., Liberty Utilities (Northwest Sewer) Corp., Liberty Utilities (Black Mountain Sewer) Corp., Liberty Utilities (Entrada Del Oro Sewer) Corp., Liberty Utilities (Pine Bluff Water) Inc., Liberty Utilities (Rio Rico Water & Sewer) Corp., Liberty Utilities (Seaside Water) LLC, Liberty Utilities (Fox River Water) LLC, Liberty Utilities (Missouri Water) LLC, Liberty Utilities (Silverleaf Water) LLC, Liberty Utilities (Tall Timbers Sewer) Corp., Liberty Utilities (White Hall Sewer) Corp., Liberty Utilities (White Hall Water) Corp., Liberty Utilities (Woodmark Sewer) Corp., Liberty Utilities (Woodson-Hensley Water) Corp., Liberty Utilities (Midstates Natural Gas) Corp., The Empire District Electric Company, The Empire District Gas Company, and Empire District Industries, Inc. (each individually a “Liberty Utilities Entity” and collectively, the “Liberty Utilities Entities”). The parties to this Agreement are otherwise collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, LUC and the Liberty Utilities Entities are all subsidiaries within the Algonquin Power & Utilities Corp. family of companies;

WHEREAS, in order to maximize efficiency and minimize costs for the Parties, LUC may perform various shared services for the Liberty Utilities Entities;

WHEREAS, the Parties seek to memorialize the terms and conditions that govern LUC’s provision of services to the Liberty Utilities Entities, including the manner in which costs will be charged to the Liberty Utilities Entities.

THEREFORE, the Parties further agree as follows:

**Section 1 – Provision of Services**

**Section 1.1 Staffing.** LUC has and will maintain a staff trained and experienced in the provision of the services described in Section 1.2. In addition to the services of its own staff, LUC will, from time to time, arrange for services of non-affiliated experts, consultants, accountants and attorneys to provide the services in Section 1.2.

**Section 1.2 Services.** LUC agrees to provide, and the Liberty Utilities Entities agree to accept, services necessary for each Liberty Utilities Entity to provide safe, cost-effective and reliable utility services to its customers. These services include, but are not limited to, the following types of services upon the terms and conditions set forth herein:

administration, compliance, customer experience, energy procurement, external communications, financial reporting, treasury, planning and administration, legal, executive and strategic management, environmental, health, safety and security, human resources, information technology, internal audit, operations, procurement, regulatory strategy, risk management, technical services, training, facilities and building rent and utility planning.

## **Section 2 – Records and Charges**

**Section 2.1 *Records.*** LUC shall maintain adequate books and records with respect to the transactions subject to this Agreement to specifically identify costs subject to allocation, particularly with respect to their origin. In addition, the records must be adequately supported in a manner sufficient to justify recovery of the costs in the rates of the Liberty Utilities Entity. LUC shall be responsible for maintaining internal controls to ensure the costs associated with transactions covered by the Agreement are properly and consistently allocated and billed in accordance with the terms and provisions of this Agreement. Each of the Liberty Utilities Entities shall maintain its own books and records in the manner required by law, and in a transparent manner which allows the amounts billed by LUC to be readily determined.

**Section 2.2 *Charges.*** All services rendered under this Agreement will be provided and charged to Liberty Utilities Entities in accordance with the then effective Algonquin Power & Utilities Cost Allocation Manual (“CAM”), which is set forth at <https://libertyutilities.com/lucam.html> and incorporated herein by reference. Charges for services consist of direct and indirect costs. Direct charges shall include direct labor, direct materials, direct purchased services associated with the related asset or services, and overhead amounts. Where service cannot be direct charged, LUC shall charge the Liberty Utilities Entity based on the allocation factors and methodologies set forth in the CAM. All employee costs for LUC employees who perform work for the Liberty Utilities Entity are to be paid by LUC and direct charged to the Liberty Utilities Entity. Joint and common costs not associated with the provision of services listed above shall be charged based on a four-factor allocation methodology in the CAM.

## **Section 3 - Term**

**Section 3.1 *Term.*** This Agreement shall continue unless terminated by any of the Liberty Utilities Entities or LUC giving thirty days’ written notice to the other of such termination at the end of any month. Any such termination shall not affect (a) the terminating Party’s accrued rights and obligations under this Agreement arising prior to the effective date of termination; (b) any Liberty Utilities Entities’ rights to obtain any and all records from LUC regarding its provision of services under this Agreement; and (c) LUC’s responsibilities to provide any Liberty Utilities Entity books and records and other information relating to its provision of services under this Agreement. This Agreement shall not be amended except by a written instrument signed by an authorized representative of each of the Parties hereto.

## **Section 4 – Confidential Information**

**Section 4.1 *Confidential Information.*** The Parties recognize that each LUC employee who performs any of the services delineated in Section 1.2 above for a Liberty Utilities Entity may have access to confidential and commercially-sensitive information relating to the Liberty Utilities Entity’s utility operations and customers (“Liberty Utilities Entities Confidential Information”). LUC agrees that such employees performing services for any Liberty Utilities Entity shall use any such Liberty Utilities Entity Confidential Information only for the purpose of performing Section 1.2 services. Each Party shall treat in confidence all information that it shall have obtained regarding the other Party and its respective business. If a Party is required to disclose confidential information to a governmental authority, such Party shall take reasonable steps to make such disclosure confidential as allowed under the rules of such governmental authority. The obligation of a Party to treat such information in confidence shall not apply to any information which (i) is or becomes available to such Party from a third party source which is not an affiliate of either Party, or (ii) is or becomes available to the public other than as a result of disclosure by such Party or its agents or other affiliates.

## **Section 5 – Miscellaneous**

**Section 5.1 *Compliance with Governing Law.*** The services provided under this Agreement shall be performed to the extent permitted by law, and 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. This Agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and performance. Cost allocations and the methods of allocation provided herein may also be subject to the jurisdiction of the Federal Energy Regulatory Commission (“FERC”) under Section 1275 of the Energy Policy Act of 2005 and the rules promulgated thereunder and, to the extent applicable, FERC determinations regarding the allocation of costs shall be dispositive. 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.

**Section 5.2 *Limitation of Liability.*** Each Party acknowledges and agrees that any services provided by LUC hereunder are so provided WITHOUT ANY WARRANTY (WHETHER EXPRESS, IMPLIED OR STATUTORY AND NOTWITHSTANDING ANY ORAL OR WRITTEN STATEMENT BY A PARTY’S EMPLOYEES, REPRESENTATIVES OR AGENTS TO THE CONTRARY) WHATSOEVER. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED AND EXCLUDED.

**Section 5.3 *Exclusive Benefit.*** This Agreement is intended for the exclusive benefit of the Parties hereto and is not intended and shall not be deemed or construed, to create any rights in, or responsibilities to, third parties.

**Section 5.4 *Assignment.*** This Agreement may not be assigned by any Party without the prior written consent of all Parties.

**Section 5.5 *Severability.*** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or enforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

**Section 5.6 *Waiver.*** Failure by any Party to insist upon strict performance of any term or condition herein shall not be deemed a waiver of any rights or remedies that such Party may have against any other Party nor in any way affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other subsequent breach.

**Section 5.7 *Entirety.*** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written between the Parties with respect to the subject matter hereof.

**Section 5.8 *Counterparts.*** 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.

**Section 5.9 *Supremacy.*** In the event of a conflict or inconsistency between the terms of this Agreement and the CAM, the CAM shall prevail.

*[signatures appear on following pages]*

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

LIBERTY UTILITIES (CANADA) CORP.

By:   
Name: Ian Robertson  
Title: Chief Executive Officer

By:   
Name: David Bronicheski  
Title: Authorized Signing Officer

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: James Sweeney  
Title: President

By: \_\_\_\_\_  
Name: Tisha Sanderson  
Title: Secretary

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.

By: \_\_\_\_\_  
Name: James Sweeney  
Title: President

By: \_\_\_\_\_  
Name: Tisha Sanderson  
Title: Secretary

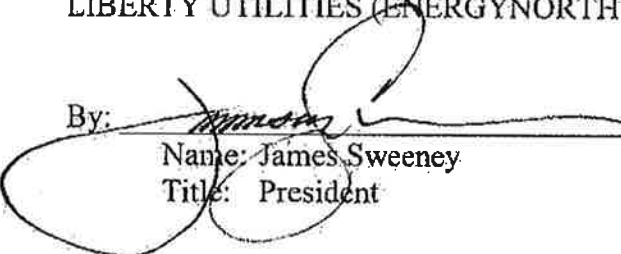
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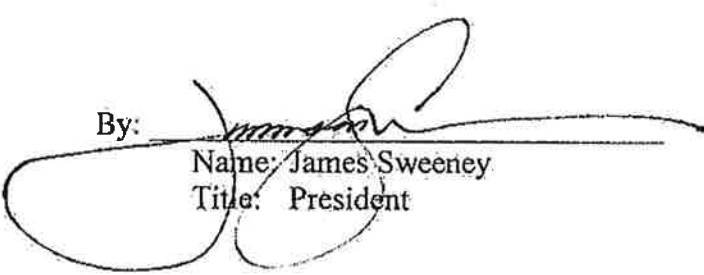
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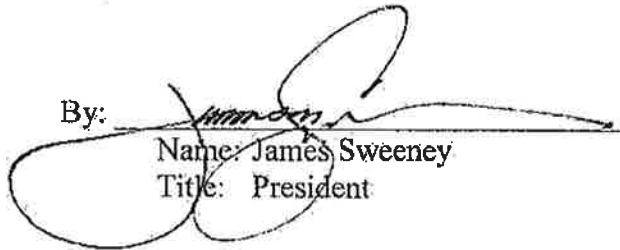
By: Tisha C Sanderson  
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Title: Secretary

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Title: Secretary

LIBERTY UTILITIES (NEW ENGLAND NATURAL GAS COMPANY) CORP.

By:   
Name: James Sweeney  
Title: President

By: \_\_\_\_\_  
Name: Ronald John Ritchie  
Title: Secretary

LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.

By: \_\_\_\_\_  
Name: Charles A. Rossi  
Title: President

By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

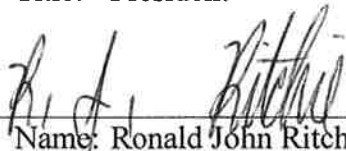
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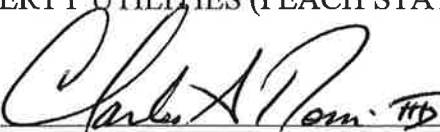
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LIBERTY UTILITIES (PARK WATER) CORP.

By:   
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Title: President

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Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.

By:   
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Title: Secretary

LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

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By: Matthew Garlick/SSIC  
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By: Todd Wiley/SSIC  
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Title: Secretary

LIBERTY UTILITIES (GOLD CANYON SEWER) CORP.

By: Matthew Garlick / SSC  
Name: Matthew Garlick  
Title: President

By: Todd Wiley / SSC  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.

By: Matthew Garlick / SSC  
Name: Matthew Garlick  
Title: President

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Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (NORTHWEST SEWER) CORP.

By: Matthew Garlick / SSC  
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LIBERTY UTILITIES (BLACK MOUNTAIN SEWER) CORP.

By: Matthew Garlick/SSK  
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LIBERTY UTILITIES (ENTRADA DEL ORO SEWER) CORP.

By: Matthew Garlick/SSK  
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LIBERTY UTILITIES (PINE BLUFF WATER) INC.

By: \_\_\_\_\_  
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By: \_\_\_\_\_  
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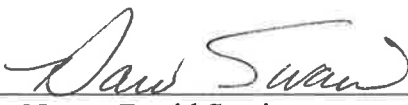
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LIBERTY UTILITIES (SEASIDE WATER) LLC

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LIBERTY UTILITIES (SILVERLEAF WATER) LLC

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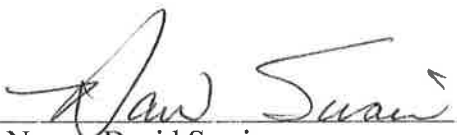
LIBERTY UTILITIES (TALL TIMBERS SEWER) CORP.

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LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: James H. Lucas  
Name: James H. "Pete" Lucas

By: \_\_\_\_\_  
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Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By: \_\_\_\_\_  
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THE EMPIRE DISTRICT ELECTRIC COMPANY

By: \_\_\_\_\_  
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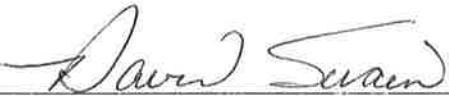
Title: Secretary

LIBERTY UTILITIES (WOODSON-HENSLEY WATER) CORP.

By: \_\_\_\_\_  
Name: James H. "Pete" Lucas


By: \_\_\_\_\_  
Name: Todd Wiley  
Title: Secretary

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By:   
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

THE EMPIRE DISTRICT ELECTRIC COMPANY

By:   
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

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Title: Secretary

THE EMPIRE DISTRICT GAS COMPANY

By: David Swain  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary

EMPIRE DISTRICT INDUSTRIES, INC.

By: David Swain  
Name: David Swain  
Title: President

By: \_\_\_\_\_  
Name: Dale Harrington  
Title: Secretary



THE EMPIRE DISTRICT GAS COMPANY

By: \_\_\_\_\_

Name: David Swain  
Title: President

By: \_\_\_\_\_

Name: Dale Harrington  
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EMPIRE DISTRICT INDUSTRIES, INC.

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