

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of The Empire District Electric Company,)
Liberty Utilities (Central) Co. and Liberty Sub Corp.) Case No. EM-2016-0213
Concerning an Agreement and Plan of Merger and)
Certain Related Transactions.)

STIPULATION AND AGREEMENT

COME NOW The Empire District Electric Company (“Empire”), Liberty Utilities (Central) Co. (“LU Central”), and Liberty Sub Corp. (sometimes collectively hereinafter “Joint Applicants”), and Algonquin Power & Utilities Corp., and the Staff of the Missouri Public Service Commission (“Staff”), by and through their undersigned counsel and, pursuant to Missouri Public Service Commission (“Commission”) rule 4 CSR 240-2.115, request that the Commission approve this agreement as a comprehensive settlement of all issues relevant to the Joint Application filed by Empire, LU Central and Liberty Sub Corp. In support thereof, the signatories hereto agree as follows:

BACKGROUND

On March 16, 2016, Joint Applicants filed a Joint Application with the Commission under §393.190 RSMo., 2000, requesting an order from the Commission authorizing them to perform in accordance with the terms of an Agreement and Plan of Merger dated February 9, 2016 (the “Agreement”) pursuant to which LU Central and Liberty Sub Corp. will acquire all of the stock of Empire (the “Transaction”).

The Signatories have met to discuss resolution of this matter on a number of occasions. As a result, the Signatories have now reached a Stipulation and Agreement (“Stipulation”) set forth below which they recommend to the Commission, subject to the conditions and representations contained in the Stipulation.

The Signatories hereto recommend that the Commission approve the proposed Transaction subject to the following conditions (and subject to the unopposed stipulations filed on July 19, 2016, and any unopposed stipulations that may be filed in this case in the future):

A. FINANCING CONDITIONS

The following Financing Conditions shall remain in effect until such time as the Commission may order otherwise in a general rate case or other proceeding brought for that purpose:

1. In the event The Empire District Electric Company (“Empire”), and/or the affiliate on which it relies on for its debt financing (“Financing Affiliate”), should have its Standard & Poor’s (“S&P”) Corporate Credit Rating downgraded to below BBB- , Empire commits to file:

a. Notice with the Commission within five (5) business days of such downgrade;

b. A pleading with the Commission within 60 days which shall include the following:

i. A plan identifying all reasonable steps, taking into account the costs, benefits and expected outcomes of such actions, that will be taken to restore and maintain a S&P BBB- or above credit rating for Empire and/or the Financing Affiliate. If Empire’s plan does not involve taking steps to restore and maintain an S&P BBB- or above credit rating for either or both of these entities then Empire shall concisely state why the cost of such steps is not reasonable or necessary;

ii. Additionally, Empire shall specifically address the impact, or lack thereof, it believes the S&P Corporate Credit Rating of below BBB- has had and will have on its capital costs;

iii. Documentation, including but not limited to, a cost of capital study showing how Empire will not pass along higher capital costs to its Missouri customers, directly or indirectly, due to the downgrade(s);

iv. File with the Commission, every 45 days thereafter until Empire, and/or the Financing Affiliate, have regained an S&P Corporate Credit Rating of BBB- or above, a status report with respect to the implementation of steps to restore the Corporate Credit Ratings to BBB- or above and a study that estimates the increased cost of capital, if any, Empire has incurred due to S&P Corporate Credit Ratings of below BBB-;

v. If the Commission determines that Empire's, and/or the Financing Affiliate's, Corporate Credit Rating decline has caused its service to decline, Empire shall be required to file a report that demonstrates to the Commission that it can adequately safeguard capital produced and secured by its public utility assets. If Empire cannot sufficiently demonstrate this ability, then Empire shall execute reasonable steps to ensure Empire's S&P Corporate Credit Rating will be based on its own stand-alone credit quality. These steps may include consideration of restoring Empire's corporate financing functions and restricting the distribution of cash flows to its affiliates in the event that Empire has transferred these activities to an affiliate.

2. In the event Empire's affiliation with Algonquin Power & Utilities Corp. and its companies should cause Empire's and/or the Financing Affiliate's S&P Corporate Credit Rating to be downgraded to below BBB-, Empire, or the Financing Affiliate, shall pursue additional legal and structural separation, if necessary, from the affiliate(s) causing the downgrade, to

ensure Empire continues to have access to capital at the least cost. Empire shall not pay a dividend to its upstream parent companies until there is sufficient evidence that Empire's S&P Corporate Credit Rating has been restored to the rating Empire had before the event.

3. If Empire's S&P Corporate Credit Rating declines, and/or the credit rating of the Financing Affiliate declines, Empire shall file with the Commission a comprehensive risk management plan that assures Empire's access to and cost of capital will not be further impaired. The plan shall include a non-consolidation opinion if required by S&P.

4. Empire shall not seek an increase to the cost of capital as a result of this Transaction or Empire's ongoing affiliation with Algonquin Power & Utilities Corp. and its affiliates other than Empire after the Transaction. Any net increase in the cost of capital Empire seeks shall be supported by documentation that: (a) the increases are a result of factors not associated with the Transaction or the post Transaction operations of Algonquin Power & Utilities Corp. or its non-Empire affiliates; (b) the increases are not a result of changes in business, market, economic or other conditions caused by the Transaction or the post Transaction operations of Algonquin Power & Utilities Corp. or its non-Empire affiliates; and (c) the increases are not a result of changes in the risk profile of Empire caused by the Transaction or the post Transaction operations of Algonquin Power & Utilities Corp. or its non-Empire affiliates. The provisions of this section are intended to recognize the Commission's authority to consider, in appropriate proceedings, whether this Transaction or the post Transaction operations of Algonquin Power & Utilities Corp. or its non-Empire affiliates has resulted in capital cost increases for Empire. Nothing in this agreement shall restrict the Commission from disallowing such capital cost increases from recovery in Empire's rates.

5. If Empire's per books capital structure is different from that of the entity or

entities in which Empire relies for its financing needs, Empire shall be required to provide evidence in subsequent rate cases as to why Empire's per book capital structure is the most economical for purposes of determining a fair and reasonable allowed rate of return for purposes of determining Empire's revenue requirement.

6. The Joint Applicants will not obtain Empire financing services from an affiliate, unless such services comply with Missouri's Affiliate Transaction Rules.

7. To the extent the goodwill arising from the Transaction which is assigned to LU Central becomes impaired and such impairment negatively effects Empire's cost of capital, all net costs associated with the decline in Empire's credit quality specifically attributed to the goodwill impairment, considering all other capital cost effects of the Transaction and the impairment, shall be excluded from the determination of its rates.

8. For the first five years after closing of the Transaction, LU Central shall provide Staff and OPC, its annual goodwill impairment analysis in a format that includes spreadsheets in their original format with formulas and links to other spreadsheets intact and any printed materials within 30 days after it is performed. Thereafter, this analysis will be made available to Staff and OPC upon request.

9. Staff will retain a copy of Liberty Utilities' financial/valuation model. Staff will continue to protect the confidentiality of the information contained within that model.

B. DEPRECIATION CONDITIONS

1. Electric Assets

a. For purposes of accruing depreciation expense, Empire shall use the ordered depreciation rates for Empire that are awaiting approval by the Commission in Case No. ER-2016-0023, and those depreciation rates attached hereto that were attached

to the Stipulation and Agreement in that case as Schedule JAR(DEP)-r2. Depreciation rates resulting from Case No. ER-2016-0023 are to remain in effect until they are changed in a subsequent rate proceeding.

b. Empire shall continue to book all plant and depreciation reserve records in compliance with the format set forth in Title 18: Conservation of Power and Water Resources, Part 101—Uniform System Of Accounts Prescribed For Public Utilities and Licensees Subject To The Provisions Of The Federal Power Act (FERC USOA).

c. Empire will continue to prepare and maintain its books in accordance with the FERC Uniform System of Accounts (USOA).

d. Empire shall submit the following information in accordance with 4 CSR 240-3.175 - Submission Requirements for Electric Utility Depreciation Studies.

i. FERC USOA requires the following information to be recorded as part of a Continuing Plant Inventory Record (CPR).

ii. FERC USOA CPR Rule 8. Continuing plant inventory record means company plant records for retirement units and mass property that provide, as either a single record, or in separate records readily obtainable by references made in a single record, the following information:

1. For each retirement unit:

a. The name or description of the unit, or both;

b. The location of the unit;

c. The date the unit was placed in service;

d. The cost of the unit as set forth in Plant Instructions 2

and 3 of this part; and

e. The plant control account to which the cost of the units is charged; and

2. For each category of mass property:

a. A General description of the property and quantity;

b. The quantity placed in service by vintage year;

c. The average cost as set forth in Plant Instructions 2 and 3 of this part; and

d. The plant control account to which the costs are charged.

2. Gas Assets

a. For purposes of accruing depreciation expense, Empire shall ensure that The Empire District Gas Company (“EDG”) uses the currently ordered depreciation rates for EDG approved by the Commission in File No. GR-2009-0434, and attached as Schedule JAR(DEP)-r3 until changed in a subsequent rate proceeding.

b. Empire shall ensure that EDG continues to book all plant and depreciation reserve records in compliance with the format set forth in Title 18: Conservation of Power and Water Resources, Part 201—Uniform System Of Accounts Prescribed For Natural Gas Companies Subject To The Provisions Of The Natural Gas Act (FERC USOA).

c. Empire shall ensure that EDG prepares and maintains its books in accordance with the FERC Uniform System of Accounts (USOA).

d. Empire shall ensure that EDG submits the following information in accordance with 4 CSR 240-3.275 Submission Requirements for Gas Utility Depreciation Studies.

i. FERC USOA requires the following information shall be recorded as part of a Continuing Plant Inventory Record (CPR).

ii. FERC USOA CPR Rule 8. Continuing plant inventory record means company plant records for retirement units and mass property that provide, as either a single record, or in separate records readily obtainable by references made in a single record, the following information:

1. For each retirement unit:

- a. The name or description of the unit, or both;
- b. The location of the unit
- c. The date the unit was placed in service;
- d. The cost of the unit as set forth in Plant Instructions

2 and 3 of this part; and

- e. The plant control account to which the cost of the

units is charged; and

2. For each category of mass property:

- a. A general description of the property and quantity;
- b. The quantity placed in service by vintage year;
- c. The average cost as set forth in Plant Instructions 2

and 3 of this part; and

- d. The plant control account to which the costs are

charged.

3. Water Assets: Empire shall continue to utilize the depreciation rates ordered in Case No. WR-2012-0300, attached hereto as Schedule JAR(DEP)-r4, and those depreciation

rates shall remain in effect until they are changed in a subsequent rate proceeding.

C. DEFERRED TAXES CONDITIONS

1. Empire will record on its books all deferred taxes related to income tax deductions or credits created by Empire's operations.

D. RATEMAKING/ACCOUNTING CONDITIONS

1. Goodwill associated with the premium over book value of the assets paid for the shares of Empire stock (referred to for purposes of this stipulation as "Acquisition Premium") will be maintained on the books of LU Central. The amount of any acquisition premium paid for Empire shall not be recovered in retail rates. Nothing herein shall preclude any party to this Agreement from taking a position in any future ratemaking proceedings involving Empire regarding the ratemaking measures and adjustments necessary to ensure no impact from the acquisition premium on rates. Empire will not seek direct or indirect recovery or recognition of any acquisition premium through any purported acquisition savings "sharing" adjustment (or similar adjustment) in future rate cases.

2. Transaction costs include, but are not limited to, those costs relating to obtaining regulatory approvals, development of transaction documents, investment banking costs, costs related to raising equity incurred prior to the close of the Transaction, payments to employees who invoke severance payment agreements, and communication costs regarding the ownership change with customers and employees. Empire will not seek either direct or indirect rate recovery or recognition of any transaction costs through any purported acquisition savings "sharing" adjustment (or similar adjustment) in any future rate cases.

3. Transition costs are those costs incurred to integrate Empire under the ownership of LU Central and includes integration planning and execution, and "costs to achieve."

Transition costs include capital and non-capital costs. Non-capital transition costs can be ongoing costs or one-time costs. Non-capital transition costs can be deferred on the books of LU Central or Empire to be considered for recovery in future Empire rate cases. If subsequent rate recovery is sought, Empire will have the burden of proving that the recoveries of any transition costs are just and reasonable and the costs provide benefits to its customers.

E. AFFILIATE TRANSACTIONS AND COST ALLOCATION MANUAL (CAM) CONDITIONS

1. Empire is to be operated after the purchase in compliance with the affiliate transaction rule, or will obtain any necessary variances from the MoPSC's affiliate transaction rule as defined in 4 CSR 240-20-015(10) and 4 CSR 240-40-015(10).

2. Algonquin Power & Utilities Corp. and its subsidiaries will commit that all information related to an affiliate transaction consistent with 4 CSR 240-20.015(5)(A)(1)-(2) and 4 CSR 240-40.015(5)(A)(1)-(2) charged to Empire will be treated in the same manner as if that information is under the control of Empire, and

3. Empire will provide no preferential service, information, or treatment to an affiliated entity over another party at any other time, consistent with 4 CSR 240-20.015(2) and 4 CSR 240-40.015(2).

F. CUSTOMER SERVICE CONDITIONS

1. Empire and Liberty will strive to meet or exceed the customer service and operational levels currently provided to their customers.

2. Empire and Liberty will meet with Staff Consumer and Management Analysis personnel on a periodic basis (such as quarterly) or, as Staff deems necessary, after the close of the Transaction to review contact center and other service quality performance. Staff and/or

OPC may request additional periodic meetings with Empire and Liberty personnel to address customer service operating procedures and the level of service being provided to Missouri customers.

3. Empire and Liberty shall notify Staff of any material operational changes concerning customer contact centers, or other customer service functions, occurring within 24 months of the close of the Transaction. Material operational changes include, but are not limited to: Empire and/or Liberty employing call deferral technologies such as Virtual Hold or Call Back In Queue, outsourcing call center or other service quality processes, such as meter reading, substantial changes in billing processes, and the utilization of services or management agreements to perform any of the customer service functions currently performed by any of the previously noted three companies. Empire and Liberty agree to begin reporting the utilization of call deferral technologies if and when they are implemented. Such reports shall include 1) the number of calls offered call deferral technology, and 2) the number of calls accepting call deferral technology.

4. Within thirty (30) days after closing the Transaction, Empire and LU Central shall provide Staff and OPC a current organizational chart, illustrating the positions and names of employees that have customer service responsibilities. In the event structural changes are made to Empire's organization, updated organizational charts shall be provided to Staff and OPC within 30 days of such changes.

5. Empire and Liberty agree to not make available, sell or transfer customer information to affiliated or unaffiliated entities without prior informed consent of the Missouri customer, other than as necessary to provide services to and in support of their regulated operations.

6. In evaluating billing systems for future use, the Joint Applicants shall consider the ability of any billing system to maintain or improve cumulative frequency distribution of bills ending in each block in each billing cycle and the quality of existing load research and metering data.

7. The Joint Applicants agree that Empire's load research sample will take into account both the summer and winter usage of the customers in each customer class before Empire's next subsequent rate case.

G. ACCESS TO RECORDS CONDITIONS

1. Empire shall provide Staff and OPC with access, upon reasonable written notice during working hours and subject to appropriate confidentiality and discovery procedures, to all written information provided to common stock, bond or bond rating analysts which directly or indirectly pertains to Empire or any affiliate that exercises influence or control over Empire or has affiliate transactions with Empire. Such information includes, but is not limited to, common stock analyst's and bond rating analyst's reports. For purposes of this condition, "written" information includes, but is not limited to, any written and printed material, audio and video tapes, computer disks, and electronically stored information. Nothing in this condition shall be deemed a waiver of any entity's right to seek protection of the information or to object, for purposes of submitting such information as evidence in any evidentiary proceeding, to the relevancy or use of such information by any party.

2. Empire agrees to make available to Staff and OPC, upon written notice during normal working hours and subject to appropriate confidentiality and discovery procedures, all books, records and employees as may be reasonably required to verify compliance with Empire's CAM and any conditions ordered by this Commission. Empire shall also provide Staff and OPC

any other such information (including access to employees) relevant to the Commission's ratemaking, financing, safety, quality of service and other regulatory authority over Empire; provided that any entity producing records or personnel shall have the right to object on any basis under applicable law and Commission rules, excluding any objection that such records and personnel of affiliates; (a) are not within the possession or control of Empire or (b) are either not relevant or are not subject to, the Commission's jurisdiction and statutory authority by virtue of, or as a result of, the implementation of the proposed Transaction.

3. Empire shall provide Staff and OPC access to and copies of, if requested by Staff or OPC, the complete Liberty Utilities Co, LU Central and Empire Board of Directors' meeting minutes, including all agendas and related information distributed in advance of the meeting, presentations and handouts, provided that privileged information shall continue to be subject to protection from disclosure and Empire shall continue to have the right to object to the provision of such information on relevancy grounds.

4. Empire will maintain records supporting its affiliated transactions for at least five years.

5. Should it be deemed necessary for Staff employees to travel to locations outside of the State of Missouri to examine any records deemed relevant to the subject matter at hand Empire shall bear all reasonable expense incurred by the employees, provided, however, that before any such expense shall be incurred by Staff, Empire shall be given reasonable notice to produce the records requested for inspection and examination at the office of the Commission at Jefferson City, Missouri or at Empire's offices in Joplin, Missouri, or at such other point in Missouri, as may be mutually agreed, in which case Empire shall make available at that place, at that time, a person(s) who is acquainted with the records.

H. ENERGY EFFICIENCY CONDITIONS:

Upon the close of the Transaction, Empire shall comply with any Commission order in ER -2016-0023 regarding Demand Side Management programs.

I. NATURAL GAS PROCUREMENT PRACTICES:

1. LU Central shall prepare a cost benefit analysis prior to any decision to materially change any existing gas procurement practices of EDG to a LU Central gas procurement approach. This should include, but not be limited to, an evaluation of EDG's existing supplier availability, hedging methods, gas volume accounting systems, transportation balancing systems, PGA and ACA recordkeeping and other existing EDG gas procurement practices as contrasted to changing a materially different gas procurement practice.

2. Prior to the effective date of the closing of the Transaction, Empire will provide Staff with evidence that no assignment of transportation and storage contracts with EDG interstate pipeline suppliers will be required due to the merger, or that acceptance of such assignment has been obtained. Further, Empire will provide evidence that no transfer of existing gas hedges for Empire or EDG will be required as a result of the merger, or that acceptance of such transfer has been obtained.

J. PARENT COMPANY CONDITION:

1. Algonquin Power & Utilities Corp., on behalf of itself, its successors, assignees, and its subsidiaries, and in consideration of the signatories' support of the proposed acquisition embodied in this document, agrees that it will uphold the conditions agreed to by Empire and LU Central in this Stipulation.

GENERAL PROVISIONS

A. This Stipulation has resulted from negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation in total, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the Signatories to take other positions in other proceedings except as otherwise provided herein. The Signatories agree that any and all discussions related hereto shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

B. This Stipulation is being entered into for the purpose of disposing of all issues in this case. The Signatories represent that the terms of this Stipulation constitute a fair and reasonable resolution of the issues addressed herein, in a manner which is not detrimental to the public interest. Except as otherwise addressed herein, none of the Signatories to this Stipulation shall be deemed to have approved, accepted, agreed, consented or acquiesced to any accounting principle, ratemaking principle or cost of service determination underlying, or supposed to underlie any of the issues provided for herein.

C. The Signatories further understand and agree that the provisions of this Stipulation relate only to the specific matters referred to in the Stipulation, and no Signatory or person waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this Stipulation. The Signatories further reserve the right to withdraw their support for the settlement in the event that the Commission modifies the Stipulation in a manner which is adverse to the Signatory, and further, the Signatories reserve the right to contest any such Commission order modifying the settlement in a manner which is adverse to the

Signatory contesting such Commission order. The Signatories agree that the details of this Stipulation have no precedential value in any future proceeding not related to enforcement of this agreement.

D. The non-utility Signatory Parties enter into this Stipulation in reliance upon information provided to them by the Joint Applicants and this Stipulation is explicitly predicated upon the truth of representations made by the Joint Applicants.

E. In the event the Commission accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.070(2), RSMo 2000 to call, examine and cross-examine witnesses; their respective rights to present oral argument or written briefs pursuant to Section 536.080.1, RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2000; their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510, RSMo 2000. Furthermore, in the event the Commission accepts the specific terms of this Stipulation without modification, the Signatories agree that the pre-filed testimony of all witnesses who have pre-filed testimony in this case shall be included in the record of this proceeding without the necessity of such witnesses taking the stand.

F. Staff shall have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff shall, to the extent reasonably practicable, promptly provide other Signatories with advance notice of when Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral

explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or previously designated confidential by any Signatory.


G. Except as otherwise addressed in this Stipulation, Commission approval of the acquisition by LU Central and Liberty Sub Corp. of the stock of Empire, and for the Joint Applicants to execute and perform in accordance with the terms of the Agreement, does not in any way, limit, form a basis for determination, or constitute a defense against any Signatory proposing, or the Commission ordering, the disallowance and/or imputation of account balances, expenses, revenues and/or other ratemaking findings, regarding Empire's operations in a future rate proceeding.

H. To assist the Commission in its review of this Stipulation, the Signatories also request that the Commission advise them of any additional information that the Commission may desire from the Signatories relating to the matters addressed in this Stipulation, including any procedures for furnishing such information to the Commission.

WHEREFORE, the Signatories hereto recommend that the acquisition by LU Central and Liberty Sub Corp. of the stock of Empire as contemplated by the Agreement and Plan of Merger is reasonable and not detrimental to the public interest and respectfully request that the

Commission approve this Stipulation and Agreement subject to the conditions contained herein.

Respectfully submitted,



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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent via U.S. Mail, postage prepaid, hand-delivery, electronic filing system, or electronically, this 4th day of August, 2016, to the following:

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