

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

In the Matter of Union Electric Company	)	
d/b/a AmerenUE for Authority to File	)	
Tariffs Increasing Rates for Electric	)	Case No. ER-2010-0036
Service Provided to Customers In the	)	
Company's Missouri Service Area.	)	

**STIPULATION AND AGREEMENT REGARDING AMEREN  
MISSOURI'S KEEPING CURRENT PROGRAM**

In Case No. ER-2010-0036, the Missouri Public Service Commission ("Commission") approved funding for a program called "Keeping Current," which was designed to assist low income customers pay off delinquencies and, second, to encourage the elderly and/or disabled individuals to use air-conditioning for their health and safety on the hottest days of the year. The program was funded through a surcharge added to the monthly customer charge for each of the Company's non-lighting customer classes and by a contribution from Ameren Missouri. The approved tariff specified the funding for this program expired in June of 2012. The Signatories believe funding for this program should be reinstated. As a result of discussions among the parties, Ameren Missouri, AARP, the Consumers Council of Missouri, the Missouri Public Service Commission Staff, the Office of the Public Counsel and the Missouri Industrial Energy Consumers (collectively "the Signatories") have reached an agreement to reinstate the funding for the Keeping Current program. The Signatories hereby submit to the Commission for its consideration and approval this Stipulation and Agreement Regarding Ameren Missouri's Keeping Current Program. The Signatories agree:

1. The Commission should reauthorize the surcharges to fund approximately half of the Keeping Current program as follows:
  - a. Residential Class--\$0.03/month (applicable to 1,035,848 customers, results in approximately \$372,905 per year);

- b. SGS Class--\$0.05/month (applicable to approximately 129,709 customers, results in approximately \$77,825 per year);
- c. LGS/SPS Class--\$0.50/month (applicable to 10,749 customers, results in approximately \$64,494 per year);
- d. LPS Class--\$50.00/month (applicable to a 72 customers, results in approximately \$43,200 per year); and
- e. LTS Class--\$1,500/month (applicable to 1 customer, results in \$18,000 per year).

The Signatories estimate that these surcharges will collect approximately \$576,424 annually.

2. Ameren Missouri agrees to provide a monthly contribution of \$41,667.00 to the program, with the first contribution to be made in January of 2013, until the effective date for new electric rates resulting from Ameren Missouri's subsequent general rate case.

3. Ameren Missouri agrees to continue to provide to the Signatory parties a semi-annual report accounting for Program funds, including the disbursement of funds during the Program disaggregated by each category of participant and by region. Fund balances shall accrue interest at Ameren Missouri's AFUDC rate. The Signatories shall use all deliberate efforts to expend funds for the benefit of participants during the program. Upon termination of the program, the Collaborative may agree that any unspent funds may be administered through an extension of the program, as approved by the Commission, or otherwise disbursed as approved by the Commission.

4. The program as established after Case No. ER-2010-0036, provided a comprehensive approach for assisting low income customers. This approach included: a) tiered bill credits, b) arrearage forgiveness, and c) a requirement for eligible participants to apply for available Low-Income Home Energy Assistance Program ("LIHEAP") and weatherization assistance. Another portion of the program, which targeted individuals who are elderly and/or

disabled, provided bill credits to offset the cost of running air-conditioning on certain of the hottest days of the year during the summer months.

5. The Signatories anticipate that the general approach of the program (as described in paragraph 4 above) will not change, but recognize that changes will need to be made to the tariff which contains the terms and conditions of Keeping Current to refine and improve the program. However, the evaluation on the first year of Keeping Current has not yet been received and the Signatories believe it may provide valuable insight on how the program can be modified and improved. Accordingly, the Signatories agree that the Collaborative established in Case No. ER-2010-0036 will work to develop a revised Keeping Current tariff and will file the tariff, in a case other than this rate case, so that it may be effective January 2, 2013. The Collaborative will include any interested party from Case No. ER-2010-0036 or Case No. ER-2012-0166 as well as any other entity whose participation is agreed upon by the other members of the Collaborative. If the Collaborative cannot agree upon any given material provision of the revised program, the disagreement shall be brought to the Commission for resolution.

6. Eligibility for Ameren Missouri customer participation in this Program was previously established to be income-based and all customers whose income is at or below 100% of the Federal Poverty Level (FPL) were eligible to participate. In addition, customers who are LIHEAP eligible (135% of the FPL), who use electricity for cooling and who are a) elderly, b) disabled or with a chronic medical condition, or c) live in households with children five years of age or younger were also be eligible for participation in the air-conditioning portion of the program. As part of the review of Keeping Current, the Collaborative may re-examine this criteria to determine if a change is appropriate.

7. The Signatories agree that the Program shall be available in areas chosen from Ameren Missouri's entire electric service territory. No customer with an arrearage that includes a theft of service charge shall be eligible to participate in the Program.

8. Eligibility of customers under the Program, and distribution of benefits under the Program, shall be administered by agencies that have the capacity to screen eligible customers in accordance with the terms of the Keeping Current revised tariff, and that Ameren Missouri currently uses for its Dollar More Program. The particular qualifying agencies administering the program shall be equitably chosen by the Collaborative from a list of qualifying agencies. The Collaborative make best efforts to establish a minimum of three qualifying agencies in the City of St. Louis and will use best efforts to choose a minimum of two qualifying agencies in each of the following five general areas of Ameren Missouri's service territory: St. Louis County, St. Charles County, the Cape Girardeau area and the Jefferson City area.

9. The Signatories agree that evaluations shall be performed annually on the Program to determine its effectiveness in addressing the challenges faced by low-income customers, as well as the effect on costs borne by all Ameren Missouri ratepayers. The Collaborative shall commence procedures for the selection of an independent third party evaluator ("Evaluator") and select said Evaluator early in the Program so that the Evaluator can be involved in the Program design. The Evaluator will provide written evaluations of the Program to all parties participating in the Collaborative. Up to 7% of the funds allocated may be used for administrative costs of the administering agencies and 3% to secure the services of the Evaluator.

### **GENERAL PROVISIONS**

10. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue related methodology, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation (whether it is

approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation, except as otherwise expressly specified herein.

11. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation, or approves it with modifications or conditions to which a party objects, then this Stipulation shall be void and no signatory shall be bound by any of its provisions. Moreover, if the Commission does not implement the terms and conditions agreed upon in this Stipulation, then this Stipulation shall also become void and no Signatory shall be bound by any of its provisions.

12. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

13. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000 and (4) their respective rights to judicial review pursuant to

Section 386.510, RSMo Supp. 2011. These waivers apply only to a Commission order respecting this Stipulation issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

14. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

15. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

#### **NON-SIGNATORY PARTIES**

16. The Missouri Department of Natural Resources, Barnes-Jewish Hospital, the Missouri Energy Consumer Group, the Sierra Club, Earth Island Institute d/b/a Renew Missouri, the Natural Resources Defense Council, the International Brotherhood of Electrical Workers Locals 2, 309, 649, 702, 1439, 1455 and the International Union of Operating Engineers Local 148, AFL-CIO have indicated that while they will not sign this Stipulation, they will not oppose it.

**WHEREFORE**, on this 24<sup>th</sup> day of September, 2012, the Signatories respectfully request the Commission to issue an Order in this case approving this *Stipulation and Agreement Regarding Ameren Missouri's Keeping Current Program*.

Respectfully Submitted,

/s/ Kevin A. Thompson

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on all parties of record via electronic mail (e-mail) on this 24<sup>th</sup> day of September, 2012.

/s/ Wendy Tatro  
Wendy K. Tatro