

Exhibit No.:
Issue(s): Keeping Current
Customer Assistance
Program
Witness: Mark F. Mueller
Sponsoring Party: Union Electric Company
Type of Exhibit: Direct Testimony
Case No.: ER-2012-0166
Date Testimony Prepared: February 3, 2012

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. ER-2012-0166

DIRECT TESTIMONY

OF

MARK F. MUELLER

ON

BEHALF OF

**UNION ELECTRIC COMPANY
d/b/a Ameren Missouri**

**St. Louis, Missouri
February, 2012**

1 **DIRECT TESTIMONY**

2 **OF**

3 **MARK F. MUELLER**

4
5 **CASE NO. ER-2012-0166**

6
7 **Q. Please state your name and business address.**

8 A. Mark F. Mueller, Union Electric Company d/b/a Ameren Missouri
9 ("Ameren Missouri" or "Company"), One Ameren Plaza, 1901 Chouteau Avenue,
10 St. Louis, Missouri.

11 **Q. What is your position with Ameren Missouri?**

12 A. I am the Managing Supervisor of Credit and Collections for Ameren
13 Missouri.

14 **Q. Please describe your educational background and employment**
15 **experience.**

16 A. I have a Bachelor of Arts degree in Political Science from the University
17 of Missouri-Columbia and a Master's of Business Administration from Maryville
18 University in St. Louis, MO. I have been employed with Ameren Missouri since 1988,
19 working in Customer Services since January 2000. I have held my current position as
20 Managing Supervisor of Credit since January 2005. In my current capacity I am
21 responsible for oversight of the Credit and Collections function, including ensuring the
22 Company's adherence to its tariffs and all rules and regulations adopted by the Missouri
23 Public Service Commission ("Commission").

1 **Q. What is the purpose of your direct testimony in this proceeding?**

2 A. The purpose of my direct testimony is to describe the low-income pilot
3 program that Ameren Missouri implemented following the Commission's approval of the
4 Third Non-Unanimous Stipulation and Agreement ("Stipulation and Agreement") in Case
5 No. ER-2010-0036.

6 **Q. How was the pilot program developed?**

7 A. In the Stipulation and Agreement, Ameren Missouri, the Commission
8 Staff, the Office of the Public Counsel, the Missouri Industrial Energy Consumers,
9 AARP/Consumers Council of Missouri, and the Missouri Retailers Association agreed to
10 work collaboratively to develop a pilot program to assist certain low-income customers to
11 reduce their arrearages and develop on-time bill payment habits. As specified in the
12 Stipulation and Agreement, the program was to include tiered bill credits, arrearage
13 forgiveness, and a requirement that program participants apply for available Low-Income
14 Home Energy Assistance ("LIHEAP") and weatherization assistance. Participation in the
15 program was to be limited to those customers (i) whose income is at or below 100% of
16 the Federal Poverty Level ("FPL"), or (ii) whose income was at or below 135% of the
17 FPL, who use electricity for cooling, and who are elderly, disabled, have a chronic
18 medical condition, or live in a household with children five years of age or younger.

19 The pilot program would last for two years and would be funded by an annual
20 contribution of \$500,000 from Ameren Missouri and an annual contribution from the
21 Company's ratepayers of approximately \$581,000, which is collected through a surcharge
22 added to the customer charge of each customer class.

1 Following the Commission's issuance of the Report and Order in Case No.
2 ER-2010-0036, representatives of the parties to the Stipulation and Agreement (the
3 “Collaborative”) worked to develop specific goals and objectives for the pilot program
4 and tariff sheets to implement the program. Ameren Missouri filed the agreed-upon tariff
5 sheets on July 8, 2010, and they became effective on August 7, 2010. The pilot program
6 "went live" on October 15, 2010. Copies of the tariff sheets and of the goals and
7 objectives that the Collaborative developed for the pilot program are attached to my
8 testimony as Schedules MFM-E1 and MFM-E2, respectively.

9 **Q. Please describe the pilot program that the Collaborative developed.**

10 A. The pilot program developed by the Collaborative is known as the
11 "Keeping Current Program." It has two primary purposes. First it is designed to assist
12 very low-income customers who use electricity for heating or cooling to pay their current
13 and future bills in a timely manner while at the same time eliminating arrearages on past
14 bills. Second, the program will allow the Collaborative members, and ultimately the
15 Commission, to study the effects of creating a very low-income customer group, based on
16 a level of poverty in accordance with the FPL standard, which would be eligible for both
17 credits on current-due account balances and arrearage reduction incentives, and to
18 evaluate the impact of those credits and incentives on (i) customer payment behavior,
19 (ii) health and safety, (iii) the ongoing avoidance of accumulating arrearage balances,
20 (iv) the effect on bad debt to both the Company and other ratepayers, and (v) the efficacy
21 of such a program to mitigate the effects of utility costs on very low-income customers.
22 In addition, the program allows for the study of the effects of providing cooling
23 assistance credits and education regarding hot weather safety on air conditioning usage

1 and the behavior of certain low-income customers at risk during extreme hot weather
2 periods. Data collected from the program will enable Ameren Missouri, the other
3 Collaborative members, and the Commission to better understand the effects of current
4 bill credits and arrearage reductions on the payment behavior and energy usage of this
5 low-income group.

6 **Q. How long will the Keeping Current Program last?**

7 A. Under the terms of the Stipulation and Agreement, funding for the
8 program will continue for two years from the effective date of the pilot program tariff,
9 and no further funding will be provided beyond July 31, 2012, unless the term of the
10 program is extended. The program itself, however, will continue until all funds
11 contributed by Ameren Missouri and its customers are fully exhausted or until such time
12 as the final participant in the program has completed his or her eligibility period.
13 Because Ameren Missouri believes the program has shown itself to be of value in
14 achieving the goals and objectives established by the Collaborative, the Company seeks
15 in this case authority to continue to fund the program beyond the currently-scheduled
16 expiration date. I will discuss this proposal in more detail later in my testimony.

17 **Q. Please describe how the bill credits are applied in the program.**

18 A. For participants enrolled in the Keeping Current Electric Heat Program, a
19 bill credit is applied to a participant's account upon receipt of an on-time payment within
20 that billing cycle. Payments made by customers for current billings must equal the
21 amount due less the pre-determined monthly credit, which is based on each participant's
22 income compared to the FPL. If a participant fails to make an on-time payment for two
23 consecutive billing cycles, he or she will be removed from the program for a period of

1 one year and all unpaid arrearages will become due at the time the customer leaves the
2 Keeping Current Program. Participants in the heating program must also participate in
3 the Company's budget billing program.

4 **Q. How does the arrearage reduction element of the electric heat**
5 **program work?**

6 A. A participant makes a payment equivalent to one-twelfth of his or her total
7 arrearage to enter into the program. This may be made through a pledge or payment in
8 personal funds. Under an Arrearage Reduction agreement between the participant and
9 the Company, every month thereafter that the participant pays his or her current bill,
10 Ameren Missouri will forgive an additional one-twelfth of the participant's arrearage
11 balance until it is paid in full.

12 **Q. What is the structure of the Keeping Current Electric Cooling**
13 **Program in the pilot?**

14 A. Participants in the cooling program receive \$25 bill credits in each of the
15 months of June, July and August, which typically are applied to electric bills due in July,
16 August and September. Eligibility for the cooling program is based on the same criteria
17 as for the heating program. Participants may take part in either the heating or cooling
18 program, but not both programs concurrently. Energy assistance intake agencies help
19 customers determine which program provides the greatest benefit.

20 **Q. Are there any other aspects of either the heating or cooling portions of**
21 **the program that you want to bring to the Commission's attention?**

22 A. Yes, there is one additional aspect of the program that warrants mention.
23 Participants in the Keeping Current Program are also expected to apply to participate in

1 the weatherization assistance program so that those who qualify can also receive funds to
2 weatherize their dwelling and thereby receive the energy efficiency benefits that come
3 from weatherization.

4 **Q. What happens to program participants who do not abide by the terms**
5 **of the program?**

6 A. Any participant will be allowed to default for one billing cycle without
7 threat of removal from the program, and payment of the defaulted amount prior to the
8 following billing cycle delinquency date will permit the participant to remain in the
9 program. Participants who pay late for two consecutive billing periods, however, will be
10 removed from the program and will not be allowed back into the program for a period of
11 one year.

12 **Q. Did the Collaborative establish goals and measurements for gauging**
13 **success of the Keeping Current Program?**

14 A. Yes, the Collaborative team did establish several goals and measurements
15 to gauge the success of the program. These include the number of customers
16 participating in the program that are below 100% of the FPL, a comparison of a
17 participant's outstanding balance when he or she enters and leaves the program, the
18 payment record of program participants, changes in customer usage, the number of
19 participants qualifying for weatherization, and the number of participants who leave the
20 program and subsequently have their electric service disconnected. A complete list of the
21 goals and measurements set by the Collaborative can be found on page 2 of Schedule
22 MFM-E2.

1 **Q. How did the Collaborative propose to evaluate the Keeping Current**
2 **Program to determine whether its goals and objectives were being met?**

3 A. The Collaborative identified ten items that should be evaluated to
4 determine whether the program was successful in reaching its goals and objectives. The
5 list included: (i) Does the program change customer payment behavior?; (ii) Does the
6 program establish a scenario in which very low-income customers adopt a pattern of or
7 show improvement in making timely and current bill payments?; and (iii) Does the
8 program reduce bad debt expense, collection expense or other costs? A complete list of
9 all ten items is shown on pages 2 and 3 of Schedule MFM-E2.

10 **Q. Who is responsible for program evaluation?**

11 A. Program evaluation is being performed by Apprise Inc., 32 Nassau Street,
12 Suite 200, Princeton, New Jersey 08542 (“Apprise”). Apprise performed an initial
13 evaluation of the program, which was presented to the Collaborative in August 2011, and
14 will provide a final evaluation after the conclusion of the pilot, which should be available
15 to the Collaborative in September 2012.

16 **Q. What were the findings of the initial evaluation performed by Apprise**
17 **in June 2011?**

18 A. Apprise based its evaluation on interviews with caseworkers and managers
19 at thirteen Keeping Current intake agencies. One of the findings presented in that report
20 was that the program is complex in nature and can be difficult to explain to customers.
21 To address this finding, Apprise recommended ongoing support from Ameren Missouri
22 in helping both the intake agencies and prospective participants better understand the
23 program, including making more information about the program available on the

1 Company's website. Apprise also reported that personnel at some of the intake agencies
2 recommended that eligibility for the program should be extended to customers whose
3 incomes are above the 100% FPL guideline. For reasons I will explain later in my
4 testimony, no action has been taken on that recommendation. Ameren Missouri has
5 already taken action on most or all of the items addressed by Apprise in its report that do
6 not require a change to the program, including those concerned with providing more
7 specialized support for the intake agencies and developing a web portal that will provide
8 online access to customer information for the intake agencies. The Company anticipates
9 that the Collaborative will continue to review and consider other aspects of the program
10 that were identified in Apprise's initial report as well as those that will be addressed in its
11 final report.

12 **Q. How many customers have participated in the Keeping Current**
13 **Program from its inception to December 31, 2011?**

14 A. As of December 31, 2011, 1,666 Ameren Missouri customers have taken
15 part in the Keeping Current Program. Of those customers, 1,066 were active in the
16 program at the end of 2011 with 496 enrolled in the heating program and 570 enrolled in
17 the cooling program. Since its launch, 644 customers have defaulted from the program.
18 With approximately 1,096 customers of the total having been current or past heating
19 program enrollees, the default rate for that part of the program is approximately 59%.
20 (Customers cannot default out of the cooling program.)

1 **Q. What are your conclusions and recommendations for the Keeping**
2 **Current Program?**

3 A. The Keeping Current Program has provided both data and experience on
4 how to develop a program for low-income customers and on using a successful
5 Collaborative process to do so. The Collaborative team worked very well together and
6 was able to design a program that has helped hundreds of low-income customers by
7 making energy costs more affordable and reducing their arrearages. In the Keeping
8 Current Program, I believe we have found some elements that have worked well, and
9 some that may need some adjustment. Much has been learned already and more will be
10 learned by the time the two years authorized for the pilot is completed. Paying utility
11 bills in full and on time is a new paradigm for most of the participants in the program,
12 and it likely will take at least the full two-year period that has been authorized, if not
13 longer, before sustained changes in customer payment habits can be identified and fully
14 evaluated.

15 **Q. What are your recommendations to the Commission regarding the**
16 **Keeping Current Program in this rate case?**

17 A. My primary recommendation is that the Commission authorize the
18 continuation of the customer surcharge that partially funds the program so that the
19 program can continue beyond its scheduled expiration date. As I mentioned earlier in my
20 testimony, if that surcharge is continued Ameren Missouri will continue its annual
21 contributions so that the program can continue beyond the current expiration date. I do
22 not, however, recommend that any changes be made to the program itself in this rate
23 case. Instead, I recommend that any changes to the program be deferred until after

1 Apprise issues its next evaluation and the Collaborative has had an opportunity to
2 consider that evaluation as well as the data generated from the program during its initial
3 two years. If, after evaluating that data and Apprise's report, the Collaborative believes
4 changes in the program are necessary or desirable, those changes can be presented to the
5 Commission in the form of a tariff filing outside of a rate case, similar to the tariff filing
6 that initiated the program.

7 . **Q. Does this conclude your direct testimony?**

8 A. Yes, it does.

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

In the Matter of Union Electric Company)
d/b/a Ameren Missouri's Tariffs to)
Increase Its Revenues for Electric Service.)

Case No. ER-2012-0166

AFFIDAVIT OF MARK F. MUELLER

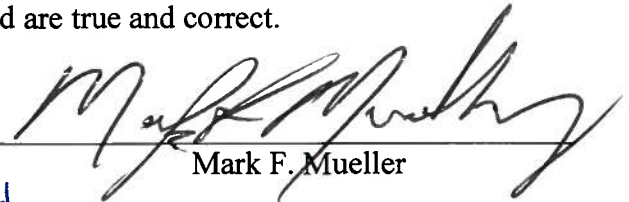
STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

Mark F. Mueller, being first duly sworn on his oath, states:

1. My name is Mark F. Mueller. I work in the City of St. Louis, Missouri, and I am employed by Union Electric Company d/b/a Ameren Missouri as Managing Supervisor of Credit and Collections

2. Attached hereto and made a part hereof for all purposes is my Direct Testimony on behalf of Union Electric Company d/b/a Ameren Missouri consisting of 10 pages, and Schedules MFM-E1 through MFM-E 2, all of which have been prepared in written form for introduction into evidence in the above-referenced docket.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.



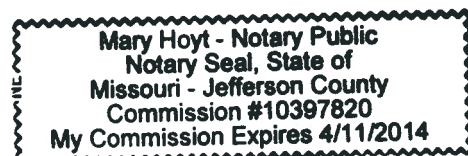
Mark F. Mueller

Subscribed and sworn to before me this 2nd day of February, 2012.



Notary Public

My commission expires: 4-11-2014



MO.P.S.C. SCHEDULE NO. 5 3rd Revised SHEET NO. 199CANCELLING MO.P.S.C. SCHEDULE NO. 5 2nd Revised SHEET NO. 199

APPLYING TO

MISSOURI SERVICE AREA**KEEPING CURRENT LOW-INCOME PILOT PROGRAM****Purpose**

The purpose of the Keeping Current Low Income Pilot Program (Program) is to provide electric bill payment assistance to customers meeting the eligibility requirements while assessing the delivery methods used in the Program and the impacts on revenues and costs. This Program is provided pursuant to the Third Nonunanimous Stipulation and Agreement approved by the Missouri Public Service Commission (MoPSC) in Case No. ER-2010-0036.

Availability

Availability of this Program shall be limited to customers on the Residential Service Rate 1(M) who a) have an income level at or below 100% of the Federal Poverty Level (FPL) or b) up to 135% of the FPL who use electricity for cooling and are either elderly, disabled, or with a chronic medical condition, or live in households with children five years of age or younger. No customer with an arrearage that includes a theft of service charge shall be eligible to participate in the Program.

Definitions

Collaborative - Signatories to the Third Stipulation and Agreement in Case No. ER-2010-0036 which include AmerenUE, MoPSC Staff, Office of Public Counsel (OPC), Missouri Industrial Energy Consumers (MIEC), AARP, Consumers Council of Missouri, and Missouri Retailers Association.

Provisions

Pursuant to the Order issued by the MoPSC in Case No. ER-2010-0036, the Company will provide \$500,000 annually, in twelve monthly installments each program year, to finance the Program. An additional amount of approximately \$581,000 will be collected through the Low-Income Pilot Program Charge in the Company's 1(M), 2(M), 3(M), 4(M), 11(M), and 12(M) tariffs and contributed to the Program. The Program will be implemented through the Company's existing Keeping Current Agencies in cooperation with the Collaborative.

Credits will be provided through Monthly Bill Credits and/or Arrears Repayment Credits as listed below to customers meeting the income limits above and the general qualifications listed below as well as the qualifications for each provision:

1. Customer must be registered with a designated Keeping Current Agency.
2. Customer will apply for weatherization and LIHEAP assistance.

DATE OF ISSUE July 8, 2010 DATE EFFECTIVE August 7, 2010ISSUED BY Warner L. Baxter President & CEO St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 52nd RevisedSHEET NO. 200CANCELLING MO.P.S.C. SCHEDULE NO. 51st RevisedSHEET NO. 200

APPLYING TO

MISSOURI SERVICE AREA**KEEPING CURRENT LOW-INCOME PILOT PROGRAM (Cont.)**Monthly Heating Bill Credits

Electric Heating Customers Monthly Bill Credit	
0-25% FPL	\$55.00
26%-50% FPL	\$40.00
51%-75% FPL	\$25.00
76%-100% FPL	\$10.00

Non-Electric Heating Customers Monthly Bill Credit	
0-25% FPL	\$20.00
26%-50% FPL	\$15.00
51%-75% FPL	\$10.00
76%-100% FPL	\$5.00

1. Customer must remain current within two billing cycles to continue on Program. Customers that default on payments for two consecutive months will be removed from the Program and not be allowed back into the Program for 12 months.
2. Customer receiving Electric Heating Monthly Credits must be enrolled in Budget Billing.
3. Monthly Heating Bill Credits will only be applied for those bills where customer makes an on-time (before the delinquent date) payment equal to the amount due less the pre-determined monthly credit, based on FPL. Bill statement will reflect the amount due, the credit, and the new payment required.

Monthly Arrearage Bill Credits

Monthly Arrearage Credit	
0-100% FPL (Applicable until Arrearage is paid in full)	1/12 th of their original arrearage amount when entering the program

1. Customer must make a payment of at least 1/12th of any arrearage through pledge or personal funds. This arrearage reduction agreement will remain in effect as long as customer remains current.

DATE OF ISSUE July 8, 2010DATE EFFECTIVE August 7, 2010ISSUED BY Warner L. Baxter
NAME OF OFFICERPresident & CEO
TITLESt. Louis, Missouri
ADDRESS

MO.P.S.C. SCHEDULE NO. 5

2nd Revised

SHEET NO. 201CANCELLING MO.P.S.C. SCHEDULE NO. 5

1st Revised

SHEET NO. 201

APPLYING TO

MISSOURI SERVICE AREA**KEEPING CURRENT LOW-INCOME PILOT PROGRAM (Cont.)**

2. Customer must remain current within two billing cycles to continue on Program. Customers that default on payments for two consecutive months will be removed from the Program and not be allowed back into the Program for 12 months.
3. Monthly Arrearage Bill Credits will only be applied for those bills where customer makes an on-time (before the delinquent date) payment equal to the amount due less the pre-determined monthly credit, based on FPL. Bill statement will reflect the amount due, the credit, and the new payment required.

Monthly Cooling Bill Credits

Monthly Cooling Bill Credit (June-August Billing Periods)	
0-100% FPL	\$25.00
101%-135% FPL (Seniors, Disabled, Chronically Ill per Doctor's Letter, or Households with Children 5 years or younger)	\$25.00

1. Customer may not receive Cooling Bill Credits concurrently with Electric Heating Bill Credits, Non-Electric Heating Bill Credits, or Arrearage Credits.

No credit refund checks will be issued by the Company to participants in this program during their participation.

Term

Program funding will cease effective July 31, 2012, and no further funding will be provided beyond that date unless the term is extended. Customer Program participation will continue until funds are fully exhausted, or until such time that the final participant has exercised their full program eligibility period. Any unspent funds may be administered through an extension of the Program, as approved by the MoPSC, or otherwise disbursed as approved by the MoPSC.

Administration, Reporting and Evaluation

Program administration, reporting and evaluation will be conducted consistent with the terms of the Third Nonunanimous Stipulation and Agreement in Case No. ER-2010-0036 or as modified by the Collaborative and approved by the MoPSC.

DATE OF ISSUE July 8, 2010DATE EFFECTIVE August 7, 2010ISSUED BY Warner L. Baxter
NAME OF OFFICERPresident & CEO
TITLESt. Louis, Missouri
ADDRESS

AmerenUE Low Income Pilot Program

[Pursuant to the Third Nonunanimous Stipulation and Agreement, Case # ER-2010-0036]

Goal—To study the effects of creating a very low income customer group which would be eligible for credits on current-due account balances and arrearage reduction incentives based on level of poverty in accordance with the Federal Poverty (FPL) guidelines. To evaluate the impact of such credits on customer payment behavior and on health and safety; the ongoing avoidance of accumulating arrearage balances; the effect on bad debt to the company, and therefore, the potential ongoing costs borne by [other] ratepayers; and the efficacy of such a program to mitigate the effects of utility costs on very low income customers. To study the effects of providing cooling assistance credits and education regarding hot weather safety upon the air conditioning usage and behavior of certain low income customers at risk during extreme hot weather periods.

Objectives:

- To improve the affordability of utility payments for very low income customers
- To promote a level and pattern of usage that promotes health and safety
- Improve consistent and timely bill payments of very low income customers
- Determine the impact of cooling assistance credits and education regarding hot weather safety upon the air conditioning usage and behavior of certain low income customers at risk during extreme hot weather periods.
- Determine the overall impact of a very low income program on all ratepayers (i.e., reduced uncollectibles, reduction in collection costs or increased costs and uncollectible write-off)
- Determine if the program's discount levels provide a structure whereby very low income customers are enabled to keep consistent and timely payment patterns while avoiding a buildup of arrearages.
- To measure through surveys, elderly participants' use of cooling as a result of this program
- To determine the customer's benefit from a levelized payment credit
- To measure the effectiveness of a program whereby some participants may be dually-enrolled in a [potential] future program with Laclede Gas.
- To minimize program costs and maximize efficiencies by successfully coordinating program delivery through agencies already serving the needs of low-income households
- To minimize program costs and maximize efficiencies by linking program participation to application for weatherization and LIHEAP.

Goal Measurements (reported by month disaggregated by tier):

- Number of customers in program
- Number of customers $\leq 100\%$ FPL
- Number of customers in program (up to 135% of FPL) meeting the following criteria:
 - Elderly
 - Disabled/Chronic medical condition
 - Households with children five years or younger
- Per account:
 - Outstanding balance prior to program entry
 - Monthly current due
 - Monthly past due
 - Total amount remaining on account when customer defaults
- Running total of program participants
- Amount of funds contributed by the program towards customers' accounts (on an individual account level and in total)
- Disconnects made on accounts in program
- KWH usage per month/account with comparison to previous usage
- Payment amounts in the form of pledges
- Timeliness of payments
- Payment arrangements made while in program
- Changes in air conditioning usage and behavior of at risk customers during extreme hot weather periods
- Changes in monthly usage and behavior of "all electric" customers
- Number of participants newly applying for weatherization or LIHEAP

Program Evaluation (provided semiannually in report form to members, disaggregated by tier):

- Does the program change customer payment behavior?
- Does the program establish a scenario in which very low income customers adopt a pattern of or show improvement in making timely and current bill payment?
- Does the program reduce bad debt expense, collection expense or other costs?
- Does the program promote energy conservation and efficiency?
- Has the number of non-pay disconnections declined?
- What is the effect on the program within each FPL range?
- Does the program improve the hot weather safety behavior of low income customers at risk during extreme hot weather periods?
- Are the levels and structure of bill credits reasonable and appropriate?
- Are the program components (bill credits, arrears reduction incentives...) reasonable and appropriate?
- Is the program delivered effectively and efficiently

Collaborative Members:

- AmerenUE
- MoPSC Staff
- Office of Public Counsel
- MIEC
- AARP
- Consumers Council of Missouri
- Mo Retailers Assoc.

Program Evaluation [Recommendation]:

- Apprise, Inc. 32 Nassau Street . Suite 200 . Princeton . New Jersey 08542
www.appriseinc.org

Program Administrator(s):

- AmerenUE

Program Description:

Program Life: Per the stipulation, the program will be submitted for approval to the Commission by July 1, 2010, with a target date for implementation by August 1, 2010. The program shall continue two (2) years following the date of implementation. Program funding will cease effective July 2012.

Any participant will be allowed to default for one billing cycle without threat of removal from program. Payment of the defaulted amount prior to the following billing cycle delinquent date will permit the participant to remain in the program. Participants defaulting for two consecutive billing periods will be removed from the program and not be allowed back into program for a period of one year.

Participants will be accepted into the program on a first-come basis.

Arrearage Forgiveness:

1. Participant will make a payment equivalent to one-twelfth of total arrears to enter into program. This may be made through a pledge or personal funds.

2. Participant will be set up on an Arrearage Forgiveness agreement for the remaining arrearage for a total of 11 months. The 'program' will apply the appropriate funds to the account monthly.
3. As long as the customer makes their monthly payments on the Current Due, Arrearage Forgiveness agreement will remain in force until paid in full.
4. Program requires participants to be set up on Budget Billing.

Bill Credits:

1. A Bill Credit will be applied to the participant's account upon receipt of an on-time payment within that billing cycle. Participants will remain on program until account is delinquent after two billing cycles. Payment must equal the amount due less the pre-determined monthly credit, based on FPL. Bill statement will reflect "amount due."

If the participant fails to make an on-time payment within two billing cycles, they will be removed from program for a period of one year.

2. Income participation credit guidelines to be determined by collaborative.

Credit Refunds

No credit refunds will be issued by the company for participants in this program for the life of the program period.

Weatherization Assistance:

Provisions of this requirement to be determined by collaborative.

Administration and Goal Measurement:

1. Intake agencies (AmerenUE "DollarMore" participating agencies) will provide screening and determination of applicants' FPL per Federal guidelines.
2. Company will provide intake agencies with a set of participation criteria to assure proper application and acceptance into program.
3. Intake agencies must obtain a signed release from applicants to allow the sharing of their customer specific account information to participate in program.
4. Company will develop a program which will track participants in program with the aforementioned data ("Goal Measurements" page 1)
5. Evaluation will be provided semiannually following program implementation date.