THE COUNCIL
City of New Orleans

JP MORRELL
Councilmember-At-Large

HELENA MORENO
Councilmember-At-Large

JOSEPH I. GIARRUSSO III
Councilmember District A

LESLI D. HARRIS
Councilmember District B

FREDDIE KING III
Councilmember District C

EUGENE J. GREEN, JR.
Councilmember District D

OLIVER M. THOMAS, JR.
Councilmember District E

AGENDA

Regular Meeting of the City Council
to be held in City Hall Council Chamber
on Thursday, August 21, 2025 at 10:00 AM

PRESIDENT
JP MORRELL
Councilmember-At-Large

VICE PRESIDENT
HELENA MORENO
Councilmember-At-Large

ROLL CALL

AISHA R. COLLIER
ASSISTANT CLERK OF COUNCIL

INVOCATION

BISHOP BRANDON BOUTIN
UNITED FELLOWSHIP FULL GOSPEL BAPTIST CHURCH

PLEDGE OF ALLEGIANCE

FREDDIE KING III - COUNCILMEMBER DISTRICT C

PUBLIC E-COMMENT FORMS, RULES AND INFORMATION ARE AVAILABLE AT
https://council.nola.gov/home/

PLEASE SILENCE DEVICES DURING COUNCIL PROCEEDINGS.

CONSENT AGENDA

1. COMMUNICATION - FROM ERIN SPEARS - CHIEF OF STAFF & COUNSEL, COUNCIL UTILITIES REGULATORY OFFICE

Brief:
Submitting the transmittal document for communications related to electric and gas utility matters to be received by the Council of the City of New Orleans at its meeting on **August 21, 2025:**

Communications from Entergy New Orleans, LLC

1. Comments, UD-24-02
2. Grid Resilience and Innovative Partnerships Program (GRIP) Report, submitted pursuant to Resolution R-24-73, UD-21-03
3. Renewable and Clean Portfolio Standard Compliance Plan for Years 2026 through 2028, UD-19-01
4. Energy Smart Program Year 14 Annual Evaluation, Measurement and Verification Report, submitted pursuant to Resolutions R-11-52 and R-22-523, UD-08-02, UD-20-02 and UD-23-01

Other Communications

1. Petition for Intervention, submitted by the Alliance for Affordable Energy, UD-25-01
2. Petition for Intervention, submitted by Air Products and Chemicals, Inc., UD-25-01
3. Petition for Intervention, submitted by the Deep South Center for Environmental Justice, UD-25-01
4. Comments, submitted by Solar United Neighbors, UD-24-02
5. Comments, submitted by Recurve Analytics, Inc., UD-24-02
6. Comments, submitted by the Greater New Orleans Interfaith Climate Coalition, UD-24-02
7. Comments, submitted by the Alliance for Affordable Energy, UD-24-02
8. Comments, submitted by Enphase Energy, Inc., UD-24-02
9. Comments, submitted by Finance New Orleans, UD-24-02
10. Comments, submitted by Gulf States Renewable Energy Industries Association, UD-24-02
11. Comments, submitted by Louisiana Green Corps, UD-24-02
12. Comments, submitted by the Office of Resilience and Sustainability, UD-24-02
13. Comments, submitted by PosiGen, PBC, UD-24-02
14. Comments, submitted by Together New Orleans, UD-24-02

Annotation:
MAY BE RECEIVED.

Attachments:

Entergy - Memo - Erin Spears, Chief of Staff & Counsel, CURO - 2025-08-21 Electric Gas Communications
Entergy No. 1 - Leslie M. LaCoste, Counsel - Regulatory 2025-08-08 ENO Comments on Advisors' Report
Entergy No. 2 - Kevin T. Boleware, Manager - Regulatory Affairs - Entergy New Orleans LLC in Compliance with Council Resolution R-24-73 2025-08-14 (1)
Entergy No. 3 - Leroy Nix, VP, Regulatory and Public Affairs - 2025-08-14 2025 ENO RCPS Compliance Report
Entergy No. 4 - Kevin T. Boleware, Manager - Regulatory Affairs - 2025-08-11 ENO's Energy Smart PY14 Annual Report and EMV Report
Entergy Other No. 1 - Jesse S. George, New Orleans Policy Director - UD-25-01 - AAE Petition for Intervention - 8-15-25 (1)
Entergy Other No. 2 - Carrie R. Tournillon, Partner - 8.15.25 Ltr to Clerk of Council re. AP Motion for Intervention (UD-25-01) (1)
Entergy Other No. 3 - Beverly L. Wright, Founder and Executive Director - UD-25-01_-_DSCEJ_Cover_Letter_-_8_15_25_(1) (1)
Entergy Other No. 4 - Shannon Anderson, Distributed Power Plant Policy Director - 2025 3-31 SUN comments on Proposals UD-24-02 (1)
Entergy Other No. 5 - Ted Thomas - RecurveCNOCommentsFINAL1
Entergy Other No. 6 - Peter Digre, Secretary, GNO Interfaith Climate Coalition - Advisors Report on VPP (Docket No. UD-24-02 GNOICC Comments
Entergy Other No. 7 - Jesse S. George, NO Policy Director - UD-24-02 - Comments of AAE on Advisors' Report - 8-8-25
Entergy Other No. 8 - Marc Monbouquette, Sr. Manager, Policy and Governmental Affairs - 2025-08-08 -- CNO Docket UD-24-02 -- Enphase Energy Comments CNO Advisors' Report
Entergy Other No. 9 - Anne Clark, Finance New Orleans - 2025.08.08 FNO Response to Advisors Report
Entergy Other No. 10 - Monika Gerhart, Executive Director - Response to Advisors' Report on VPP (Docket No. UD-24-02) 8.8.2025
Entergy Other No. 11 - Ryan Mattingly - Louisiana Green Corps Response to the Advisors VPP
Entergy Other No. 12 - Greg Nicols, Deputy Chief Resilience Officer - UD-24-02_ORSComments_AdvisorsReport
Entergy Other No. 13 - Kyle Wallace, PosiGen, PBC - 08.08.25-PosiGen Response Advisor's Report- UD-24-02
Entergy Other No. 14 - Nathalie Jordi - 2025-08-13 TNO Consolidated Billing RFI

2. COMMUNICATION - FROM BRYCE L. SOLOMON, DEPARTMENT OF SAFETY AND PERMITS, CITY OF NEW ORLEANS

Brief:
Transmitting application **#25-22728-DEMO (DEMO-RMF)** requiring City Council review and approval for the following properties located at **2105 Third Street, Council District B**.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Bryce L. Solomon Demo - 2105 Third Street

3. **COMMUNICATION - FROM CYNTHIA DAVIS, DEPARTMENT OF SAFETY AND PERMITS, CITY OF NEW ORLEANS**

Brief:
Transmitting application **#25-23081-DEMO (DEMO-RSF)** requiring City Council review and approval for the following properties located at **2626 N. Roman Street, Council District D**.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Cynthia Davis - Demolition - 2626 N Roman St

4. **COMMUNICATION - FROM CYNTHIA DAVIS, DEPARTMENT OF SAFETY AND PERMITS, CITY OF NEW ORLEANS**

Brief:
Transmitting application **#25-05739-DEMO (DEMO-RSF2)** requiring City Council review and approval for the following properties located at **1718 N. Villere Street, Council District C**.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Cynthia Davis - Demolition - 1718 N. Villere St

5. **COMMUNICATION - FROM CYNTHIA DAVIS, DEPARTMENT OF SAFETY AND PERMITS, CITY OF NEW ORLEANS**

Brief:
Transmitting application **#25-20764-DEMO (DEMO-RSFD)** requiring City Council review and approval for the following properties located at **2100 St. Andrew Street, Council District B**.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Cynthia Davis - Demolition - 2100 St. Andrew St

6. **COMMUNICATION - FROM NICOLE NELSON, REO, LLC**

Brief:
Requesting an extension of time for the Affordable Housing Planned Development (AHPD) Zoning Docket No. 71/20, Ordinance No. 28,574 M.C.S., pursuant to § 4.3.H.1 and § 4.3.H.2 of the Comprehensive Zoning Ordinance (CZO) for property located at **2256 Baronne Street.**

Annotation:

MAY BE RECIEVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Nicole Nelson, REO, LLC - Extension Request - 2256 Baronne St

7. COMMUNICATION - FROM DERNELL JOHNSON

Brief:
Requesting to appeal the Commercial Short-Term Rental (CSTR) renewal for license 23-CSTR-11209 for the property located at **1038 Elysian Avenue.**

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Dernell Johnson - Appeal for Renewal of Short-Term Rental License – CSTR License No. 23-CSTR-11209

8. COMMUNICATION - FROM RON LOESEL, ZACH SMITH CONSULTING AND DESIGN

Brief:
Requesting to appeal the Commercial Short-Term Rental (CSTR) renewal for the property located at **4862 Tchoupitoulas Street**.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Ron Loesel, Zach Smith Consulting and Design - 4862 Tchoupitoulas St. CSTR IZD Appeal Letter

9. COMMUNICATION - FROM LACAR MUSGROVE

Brief:
Submitting correspondence in the official City Council record for District D, which documents a procedural conflict between the Historic District Landmarks Commission (HDLC) and the Department of Safety and Permits regarding permit sequencing requirements for two properties: **1227 Pauline Street** and **1223-1225 Pauline Street**.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: Communication - Lacar Musgrove - Question Regarding Your Permit Application

10. COMMUNICATION - FROM WILLIAM T. SALMERON, CHIEF OF NEW ORLEANS EMERGENCY MEDICAL SERVICES (EMS), CITY OF NEW ORLEANS

Brief:

Submitting a proposed third amendment to an agreement between the City of New Orleans and Acadian Ambulance Service of New Orleans, LLC and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE COMMUNITY DEVELOPMENT COMMITTEE.

Attachments: Contract - William T. Salmeron, Chief of New Orleans EMS - 2026 Acadian Ambulance-Council Contract Approval Request

11. COMMUNICATION - FROM RENE T. HOLLINS, CHIEF OPERATIONS MANAGER, CHIEF ADMINISTATIVE OFFICE - EMPLOYEE RELATIONS DIVISION, CITY OF NEW ORLEANS

Brief:
Submitting an agreement between the City of New Orleans and the American Federation of State, Country and Municipal Employees Union, Council 17 and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED.
(See Motion No. M-25-443).

Attachments: Contract - Rene T. Hollins, Chief Operations Manager - AFSCME letter

12. COMMUNICATION - FROM DAN JATRES, INFRASTRUCTURE PROJECTS ADMINISTRATOR, OFFICE OF RESILIENCE & SUSTAINABILITY, CITY OF NEW ORLEANS

Brief:
Submitting a proposed agreement between the City of New Orleans and Aptim Environmental and Infrastructure, LLC and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND Referred to the Climate Change and Sustainability Committee.

Attachments: Contract - Dan Jatres, Infrastructure Projects Administrator - Office of Resilience And Sustainability

13. COMMUNICATION - FROM KIMBERLY W. LAGRUE, CHIEF INFORMATION OFFICER, INFORMATION TECHNOLOGY & INNOVATION, CITY OF NEW ORLEANS

Brief:
Submitting a proposed Amendment No. 3 contract #7866 between the City of New Orleans and Presidio Networked Solutions for Cisco network products and related services and a completed contract summary form, pursuant to Rule 57.

Annotation:

MAY BE RECEIVED AND Referred to the Utility, Cable, Telecommunications and Technology Committee.

Attachments: Contract - Kimberly W. LaGrue - Amendment No. 3 NO. 7866 - Information Technology And Innovation

14. COMMUNICATION - FROM KIMBERLY W. LAGRUE, CHIEF INFORMATION OFFICER, INFORMATION TECHNOLOGY & INNOVATION, CITY OF NEW ORLEANS

Brief:
Submitting a proposed Amendment No. 4 to the Professional Services Agreement between the City of New Orleans and Global Solutions Group, Inc. and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND Referred to the Utility, Cable, Telecommunications and Technology Committee.

Attachments: Contract - Kimberly W. LaGrue - Amendment No. 4 - Information Technology And Innovation

15. COMMUNICATION - FROM KIMBERLY W. LAGRUE, CHIEF INFORMATION OFFICER, INFORMATION TECHNOLOGY & INNOVATION, CITY OF NEW ORLEANS

Brief:
Submitting a proposed Amendment No. 5 to the Professional Services Agreement between the City of New Orleans and AT&T and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND Referred to the Utility, Cable, Telecommunications and Technology Committee.

Attachments: Contract - Kimberly W. LaGrue - Amendment No. 5 - Information Technology And Innovation

16. COMMUNICATION - FROM C. RICK HATHAWAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS, CITY OF NEW ORLEANS

Brief:
Submitting a proposed amendment to the agreement between the City of New Orleans and HNTB Corporation and the completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE PUBLIC WORKS COMMITTEE.

Attachments: Contract - C. Rick Hathaway, Director, Department of PW - Contract for Signature - Amend. No. 10 - HNTB - DPW 572 573 574 575 - 835

17. COMMUNICATION - FROM C. RICK HATHAWAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS, CITY OF NEW ORLEANS

Brief:
Submitting a proposed amendment to the agreement between the City of New Orleans and Legacy Professional Services, LLC and a completed contract summary form, pursuant to Rule 57.

Annotation:
MAY BE RECEIVED AND REFERRED TO THE PUBLIC WORKS COMMITTEE.

Attachments: Contract - C. Rick Hathaway, Director, Department of Public Works - Legacy Professional Services, LLC

18. REPORT - OF ROMY S. SAMUEL, DIRECTOR OF FINANCE, DEPARTMENT OF FINANCE, CITY OF NEW ORLEANS

Brief:
Submitting the report of outstanding vendor invoices as of 7/31/25, per City Code Section 2-551.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 8/21/25).

Attachments: Report - Romy S. Samuel, Director of Finance - Letter to Clerk of Council Outstanding Invoices 8-4-25

19. REPORT - OF LAKENYA COLLINS, CPA, CHIEF FINANCIAL OFFICER, CRIMINAL DISTRICT COURT, PARISH OF ORLEANS

Brief:
Submitting the Orleans Parish Criminal District Court's financial and staffing report for June 2025, in accordance with Section 2-63 of the City Code.

Annotation:
MAY BE RECEIVED.

Attachments: Report - LaKenya Collins, CPA Chief Financial Officer, 2025 June Monthly Budget Reporting Memo

20. REPORT - OF CASSANDRA B. ROBERT, MBA, FINANCE MANAGER, ORLEANS PARISH COMMUNICATION DISTRICT

Brief:
Submitting the Orleans Parish Communication District's report for June 2025, in accordance with Section 2-63 of the City Code.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Cassandra B. Robert, MBA, Finance Manager - 06.30.2025 OPCD Cover Letter - Revised

21. REPORT - OF CASSANDRA B. ROBERT, MBA, FINANCE MANAGER, ORLEANS PARISH COMMUNICATION DISTRICT

Brief:
Submitting the Orleans Parish Communication District's report for July 2025, in accordance with Section 2-63 of the City Code.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Cassandra B. Robert, MBA, Finance Manager - 07.31.2025 OPCD Cover Letter - Revised

22. REPORT - FROM JONATHAN T. HARRIS, CHIEF OF STAFF TO THE CHIEF ADMINISTRATIVE OFFICER, CITY OF NEW ORLEANS

Brief:
Submitting the Unpaid Judgment Funding Plan required by Ordinance Number 30,030 M.C.S., which is being provided because there are judgments on the City's Unpaid Judgment List ("UJL") that have not been paid after following the preceding steps required by the ordinance. As of December 31, 2024, the total principal amount reflected in the list was $89,287,152.45, reflecting 444 outstanding judgments and an amount roughly equal to eleven percent of the City's annual General Fund budget, Ord. No. 30,030 M.C.S., requires the Chief Administrative Office to provide a funding plan for satisfying the remaining outstanding principal balance of the UJL in full by the end of 2027. This funding plan proceeds as follows: first, it will examine the provisions of Ord. No. 30,030 M.C.S. and the current state of the UJL. Second, it will highlight the challenges of using the City's General Fund or Judgment Fund to pay such a high dollar amount with existing recurring revenue sources. Next, it will survey alternative solutions such as issuing new debt or using other funding sources. Then this funding plan will recommend a path forward that enables the City to have the resources available to pay off the UJL, in full, by the end of 2027.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Jonathan T. Harris, Chief of Staff to the Chief Administrative Officer - UnpaidJudgmentFundingPlan-wAttachments-08072025

23. REPORT - OF BRYAN D. BLOCK, EXECUTIVE DIRECTOR, VIEUX CARRÉ COMMISSION, CITY OF NEW ORLEANS

Brief:
Submitting a report regarding an appeal of the Vieux Carré Commission's decision of denial the retention of an unpermitted installation of inappropriate synthetic siding in deviation of approved

plans for a Blue rated building for the property located on **327 Bourbon Street**.

Annotation:
MAY BE RECEIVED.

Attachments: Report - Bryan D. Block - 327 Bourbon Council Appeal Report

24. REPORT - OF ROBERT D. RIVERS, EXECUTIVE DIRECTOR, CITY PLANNING COMMISSION, CITY OF NEW ORLEANS

Brief:
Transmitting Zoning Docket Numbers 38/25 - Cm. Harris; 39/25 - Cm. Harris; 40/25 - Cm. King; 41/25 - Cm. Harris; Cn. Deadline 10/20/25.

Annotation:
MAY BE RECEIVED. (Hearing Date Set For 9/11/25).

Attachments: CPC Transmittal letter for 8-12-25 CPC meeting

25. CAL. NO. 35,171 - BY: COUNCILMEMBER GIARRUSSO

Brief:
An Ordinance to establish a conditional use to permit a hotel in an HU-MU Historic Urban Neighborhood Mixed-Use District, on the entirety of Square 151, the front portions of Lots 22 and 23, in the Seventh Municipal District, bounded by South Carrollton Avenue, Oak Street, Dublin Street, and Plum Street **(Municipal Address: 1200 South Carrollton Avenue)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 24/25)**

Annotation:
(This matter was received on 7/24/25).

Attachments: 35171

26. CAL. NO. 35,172 - BY: COUNCILMEMBER KING

Brief:
An Ordinance to establish a conditional use to permit food processing in an RRE Rural Residential Estate District, on Parcel B, Stanton Plantation, Section 11, T13S, R25E, in the Fifth Municipal District, bounded by River Road/Patterson Drive, Willow Drive, Delacroix Road, and Stanton Road **(Municipal Address: 10801 River Road);** and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 27/25)**

Annotation:
(This matter was introduced on 7/24/25).

Attachments: 35172

27. CAL. NO. 35,173 - BY: COUNCILMEMBER HARRIS

Brief:
An Ordinance to establish a conditional use to permit a warehouse in a HU-MU Historic Urban Neighborhood Mixed-Use District, on Square 140, Lot 7 or 13 and Lot 14, in the First Municipal District, bounded by Erato Street, Constance Street, Magazine Street, and Thalia Street **(Municipal Addresses: 1018-1020 Erato Street);** and otherwise to provide with respect thereto. **(Zoning Docket N0. 29/25)**

Annotation:
(This matter was introduced on 7/24/25).

Attachments: 35173

28. CAL. NO. 35,174 - BY: COUNCILMEMBER HARRIS

Brief:
An Ordinance to grant an amendment to Ordinance No. 29,159 MCS (Zoning Docket 046/22) to permit the expansion of the planned development designation that is applied to the National World War II Museum to also include Lots 1, 2, 3, and B on Square 137, in the First Municipal District, bounded by Magazine Street, Constance Street, John Churchill Chase Street, and Poeyfarre Street **(Municipal Addresses: 1042-1060 Magazine Street)**; and otherwise to provide with respect thereto. **(ZONING DOCKET NO. 30/25)**

Annotation:
(This matter was introduced on 7/24/25).

Attachments: 35174

29. CAL. NO. 35,175 - BY: COUNCILMEMBER GREEN

Brief:
An Ordinance to establish a conditional use to permit the retail sale of packaged alcoholic beverages in a BIP Business-Industrial Park District, on Lot B-1, Section 42, T12S, R12E, in the Third Municipal District, bounded by Chef Menteur Highway, the L&N Railroad right-of-way, Old Gentilly Road, and Wilson **Avenue (Municipal Addresses: 8400-8436 Chef Menteur Highway)**; and otherwise to provide with respect thereto. **ZONING DOCKET NO. 28/25**

Annotation:
(This matter was introduced on 7/24/25).

Attachments: 35175

30. CAL. NO. 35,177 - BY: COUNCILMEMBER MORENO

Brief:

An Ordinance to ordain Section 70-431 of the Code of the City of New Orleans to require city contractors to pay subcontractors or suppliers for undisputed amounts owed within 30 days of receipt of payment by the City of New Orleans; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 7/24/25).
(Referred to the Economic Development Committee).
(Economic Development and Special Development Projects Committee recommended approval).

Attachments: 35177

31. CAL. NO. 35,182 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

An Ordinance to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate grant funds to Hazard Mitigation for residential home elevations in Orleans Parish; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35182

32. CAL. NO. 35,183 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate grant funds to Hazard Mitigation for residential home elevations in Orleans Parish; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35183

33. CAL. NO. 35,184 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate funds to the Police Department to purchase operational expenses for the Crime Lab; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35184

34. CAL. NO. 35,185 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate funds to the Police Department to purchase operational expenses for the Crime Lab; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35185

35. CAL. NO. 35,186 - BY: COUNCILMEMBERS MORRELL AND GIARRUSSO

Brief:
An Ordinance to amend Ordinance No. 30,139 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025" to appropriate funds to the City Council to cover Wisner litigation costs incurred by Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35186

36. CAL. NO. 35,187 - BY: COUNCILMEMBERS MORRELL AND GIARRUSSO

Brief:
An Ordinance to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to appropriate funds to the City Council to cover Wisner litigation costs incurred by Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.; and otherwise to provide with respect thereto.

Annotation:

(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35187

37. CAL. NO. 35,192 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate Federal Funds awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35192

38. CAL. NO. 35,193 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate Federal Funds awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35193

39. CAL. NO. 35,194 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate Private

Grant funds to the Health Department for the National Collaborative Gun Violence Research Program; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35194

40. CAL. NO. 35,195 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate Private Grant funds to the Health Department for the National Collaborative Gun Violence Research Program; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35195

41. CAL. NO. 35,196 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate funds to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35196

42. CAL. NO. 35,197 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate funds

to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35197

43. CAL. NO. 35,198 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate FY24 Paul Coverdell Grant funds to the New Orleans Police Department for travel and supplies; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35198

44. CAL. NO. 35,199 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate FY24 Paul Coverdell Grant funds to the New Orleans Police Department for travel and supplies; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35199

45. CAL. NO. 35,203 - BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS

Brief:
An Ordinance to amend and re-ordain Ordinance No. 30,141 M.C.S., entitled "An Ordinance Providing a

Capital Budget for the Year 2025", to effect the following change to the 2025 Capital Budget: to de-appropriate funds from the Chief Administrative Office, the Department of Property Management, the Department of Public Works, and the Office of Resilience and Sustainability; to appropriate funds to the Chief Administrative Office to appropriate unencumbered bond funds to Louisiana State University and Agricultural and Mechanical College ("LSU") in the amount of $5,000,000 for capital expenditures consistent with LSU Downtown plans; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: 35203

46. MOTION - NO. M-25-436 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Sewerage and Water Board) as adopted by the Civil Service Commission at its July 11, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective August 24, 2025.

Annotation:
(This matter was introduced 8/24/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-436

47. RESOLUTION - NO. R-25-437 - BY: GIARRUSSO, MORENO, GREEN AND THOMAS

Brief:
A RESOLUTION providing for the incurring of debt and the issuance of not exceeding Forty-Five Million Dollars ($45,000,000) of Taxable Limited Tax Revenue Bonds, Series 2025, of the City of New Orleans, Louisiana (the "***Series 2025 Bonds***"), and providing for other matters in connection therewith.

Annotation:
(This matter was introduced 8/24/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: R-25-437

48. MOTION - NO. M-25-438 - BY: COUNCILMEMBERS MORENO, GREEN AND GIARRUSSO (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the Professional Services Agreement between the City of New Orleans and Thompson Consulting Services, LLC; and authorizing the President of the Council to sign the Professional Services Agreement between the City of New Orleans and Thompson

Consulting Services, LLC (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-438 w-Contract

49. MOTION - NO. M-25-439 - BY: COUNCILMEMBERS GIARRUSSO, GREEN AND MORENO (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to Amendment No. 6 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC; and authorizing the President of the Council to sign Amendment No. 6 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-439 w-Contract

50. MOTION - NO. M-25-440 - BY: COUNCILMEMBERS GREEN, MORENO AND GIARRUSSO (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to Amendment No. 5 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC; and authorizing the President of the Council to sign Amendment No. 5 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-440 w-Contract

51. MOTION - NO. M-25-441 - BY: COUNCILMEMBERS MORENO, GREEN AND GIARRUSSO (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the Professional Services Agreement between the Health Department and CrescentCare; and authorizing the President of the Council to sign the Professional Services Agreement between the Heath Department and CrescentCare (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-441 w-Contract

52. MOTION - NO. M-25-442 - BY: COUNCILMEMBERS MORENO, GREEN AND GIARRUSSO (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to Amendment No. 1 to the contract between the City of New Orleans and Archon Information Systems, L.L.C.; and authorizing the President of the Council to sign Amendment No. 1 the contract between the City of New Orleans and Archon Information System, L.L.C. (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).
(Budget/Audit/Board of Review Committee recommended approval).

Attachments: M-25-442 w-Contract

MOTION TO ADOPT CONSENT AGENDA AND REFER OTHER MATTERS TO THE PROPER AGENCY. AND THE CONSENT AGENDA WAS ADOPTED.

1. EXECUTIVE SESSION

Brief:
Executive session to discuss the following litigation:

- *Candice Henderson-Chandler v. City of New Orleans The New Orleans City Council*, Civil District Court for the Parish of Orleans, Case No. 24-10656, Judge Jennifer Medley, Division F-14
- *City of New Orleans v. Municipal Police Employees' Retirement System and Louisiana Department of the Treasury*, 19th Judicial Court, Case No. C-767063, Sec. 26, Judge Richard Moore
- *Council of the City of New Orleans v. Edward Wisner Donation, et al.*, Civil District Court for the Parish of Orleans, Case No. 2022-6775, Judge Kern Reese
- *Henry Consulting LLC v. The New Orleans City Council*, Civil District Court for the Parish of Orleans, Case No. 24-11139, Judge Paulette Irons
- *Orleans Parish School Board v. City of New Orleans, et al*., Civil District Court for the Parish of Orleans, Case No. 2019-5174, Judge Nicole Sheppard
- *Lora Johnson v. City Council*, Civil Service Commission Docket No. 9607

Annotation:
SESSION TO BE HELD.

REGULAR AGENDA

PUBLIC COMMENT RULES

- *All public comment shall comply with the following Council Rules:*
- *Each commenter must personally submit a comment card to the Clerk.*
- *All commenters must state their names and addresses and whether they are being paid to appear.*
- *One comment per speaker, per item.*
- *Each comment must be entirely germane to the agenda item.*
- *Comments may not exceed two minutes.*
- *Ceding of time is not permitted.*
- *Each item is limited to 30 minutes of public comment.*

DEFERRAL RULES

Any annotation of a request to defer an agenda item is purely tentative until confirmed during the meeting. A request to defer an agenda item may be withdrawn or overruled pursuant to Council Rules.

POSTPONEMENT RULES

Unless subject to an earlier deadline or deferred to a specific date, legislative instruments will be postponed indefinitely and removed from future agendas if not acted upon within 120 days of first reading or appearance on a Council agenda.

1. CITY CODE SECTION 2-551 VENDOR PAYMENT ACCOUNTING HEARING

Brief:
Finance Department and procuring departments presenting on all invoices as of July 31, 2025 reports of outstanding vendor invoices.

Annotation:
(Cm. Giarrusso).
TO BE HELD.

2. LEGISLATIVE GROUPING - DEMOLITION APPLICATION - OF NIALA HOWARD

Brief:
Transmitting demolition application **#25-10799-DEMO (DEMO-RSF2)** requiring City Council review and approval for the following property located at **2606-2608 First Street**, **Council District B.**

Annotation:
(Cm. Harris, Cn. Deadline 9/7/25).
(Communication received 7/24/25).
(Report received 8/7/25).

Attachments: DEMO Application 2606-2608 First Street

3. a. MOTION - NO. M-25-450 - BY: COUNCILMEMBER HARRIS

Brief:
Approving the demolition request for property located at **2606-2608 First Street**.

Annotation:
(This matter was introduced on 8/21/25).

Attachments: M-25-450

4. **LEGISLATIVE GROUPING - HDLC APPEAL - OF T. SEMMES FAVROT, MANAGER, TECS VENTURES, LLC**

Brief:
Requesting to appeal the Historic District Landmarks Commission's decision of denial of the demolition application for property located at **15-17 Cromwell Place**.

Annotation:
(Cm. Giarrusso, Cn. Deadline 9/7/25).
(Communication received 7/24/25).
(Report received 7/24/25).

Attachments: HDLC Appeal - T. Semmes Favrot - 15-17 Cromwell Pl

5. **a. MOTION - NO. M-25-447 - BY: COUNCILMEMBER GIARRUSSO**

Brief:
Granting the applicant's request for property located at **15-17 Cromwell Place** and the decision of the commission is reversed.

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-447

6. **LEGISLATIVE GROUPING - HDLC APPEAL - OF MICHAEL MOORE, BESPOKE CONSTRUCTION, LLC, HOMESMART REALTY SOUTH**

Brief:
Requesting to appeal the Historic District Landmarks Commission's decision of denial of the demolition application for property located at **4854 Camp Stree**t.

Annotation:
(Cm. Harris, Cn. Deadline 9/7/25).
(Communication 7/24/25).
(Report received 8/7/25).

Attachments: HDLC Appeal - Michael Moore - 4854 Camp Street

7. **a. MOTION - NO. M-25-451 - BY: COUNCILMEMBER HARRIS**

Brief:
Denying the demolition request for property located at **4854 Camp Stree**t.

Annotation:
(This matter was introduced on 8/21/25).

Attachments: M-25-451

8. **LEGISLATIVE GROUPING - HDLC APPEAL - OF CURTIS LAWRENCE, CEO, SKYWARD TRANSPORTATION LLC**

Brief:
Requesting to appeal the Historic District Landmarks Commission's decision of denial for retention of the visually prominent roof-mounted HVAC equipment, inappropriate light fixtures, and decorative metal gate for property located at **2330-32 Royal Street and 630-32 Mandeville Street**.

Annotation:
(Cm. King, Cn. Deadline 9/7/25).
(Communication 7/24/25).
(Report received 8/7/25).

Attachments: HDLC Appeal- Curtis Lawrence - 2330-32 Royal St and 630-32 Mandeville St

9. **a. MOTION - NO. M-25-454 - BY: COUNCILMEMBER KING**

Brief:
Granting the demolition request for property located at **2330-32 Royal Street and 630-32 Mandeville Street** and the decision of the HDLC is reversed.

Annotation:
(This matter was introduced on 8/21/25).

Attachments: M-25-454

10. **LEGISLATIVE GROUPING - IZD APPEAL - OF TYLER WAGNON**

Brief:
Requesting to appeal the Commercial Short-Term Rental (CSTR) renewal rejection for license 21-CSTR-20087 for the property located at **2749 Conti Street**.

Annotation:
(Communication received 8/7/25).

Attachments: IZD CSTR Appeal - Tyler Wagnon - 2749 Conti St

11. **a. MOTION - NO. M-25-452 - BY: COUNCILMEMBER HARRIS**

Brief:
Approving the applicant's request for the property located at **2749 Conti Street**.

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-452

12. **LEGISLATIVE GROUPING - IZD - OF DAVID STARKS, LIIVUP, ON BEHALF OF JOSEPH FERITTA**

Brief:
Requesting to appeal the Renewal of Commercial Short-Term Rental Licenses for Pre-Existing for the properties located at **1039 Constance St. 1, 20-CSTR-24124, 1039 Constance St. 2, 20-CSTR-24125, 1039 Constance St. 3, 20-CSTR-24129, 1039 Constance St. 4, 20-CSTR-24130, 1039 Constance St. 5, 20-CSTR-24131, 1039 Constance St. 6, 20-CSTR-24132, 1039 Constance St. 7, 20-CSTR-24134, 1039 Constance St. 8, 20-CSTR-24136, 521 St. Joseph St., 22-CSTR-17714, 527 St. Joseph St. Unit C, 23-CSTR-01174, 527 St. Joseph St. Unit PHF, 23-CSTR-01172, 527 St. Joseph St. Unit PHG, 23-CSTR-01173.**

Annotation:
(Communication received 8/7/25).

Attachments: IZD CSTR Appeal - David Starks on behalf of Joseph Feritta CSTRs

13. **a. MOTION - NO. M-25-453 - BY: COUNCILMEMBER HARRIS**

Brief:
Approving the applicant's request for the properties located at **1039 Constance St. Units #1-8, 521 St. Joseph St., 527 St. Joseph St. Unit C, 527 St. Joseph St. Unit PHF, 527 St. Joseph St. Unit PHG.**

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-453

14. **LEGISLATIVE GROUPING - VCC APPEAL - OF ROBERT "BOB" J. ELLIS, JR, BIVALACQUA GELE ELLIS, NEW ORLEANS LITIGATION ATTORNEYS**

Brief:
Requesting to appear before the New Orleans City Council to appeal the Vieux Carré Commission's

decision of "denial" with regard to the retention of fiber-cement siding for property located at **327 Bourbon Street**.

Annotation:
(Communication received 8/7/25).

Attachments: VCC Appea - Robert Ellis Jr -l 327 Bourbon St - w Attachment

15. **a. MOTION - NO. M-25-455 - BY: COUNCILMEMBER KING**

Brief:
Granting and approving the applicant's request for property located at **327 Bourbon Street** the VCC's decision hereby is reversed.

Annotation:
(This matter was introduced on 5/8/25).

Attachments: M-25-455

16. **LEGISLATIVE GROUPING - ZONING DOCKET NO. 33/25 - OMBRA NOLA, LLC**

Brief:
Requesting a Conditional Use to permit a bar in a CBD-6 Urban Core Neighborhood Intensity Mixed-Use District, on Square 51, Lot 35 or 48, in the First Municipal District, bounded by Andrew Higgins Drive, South Diamond Street, South Peters Street, and Tchoupitoulas Street (**Municipal Address(es): 325 Andrew Higgins Drive**). The recommendation of the City Planning Commission being **"FOR APPROVAL"**, subject to three (3) provisos.

Annotation:
(Cm. Harris, Cn. Deadline 9/22/25).

Attachments: ZD NO 33-25 Final Report

17. **a. MOTION - NO. M-25-444 - BY: COUNCILMEMBER HARRIS**

Brief:
Approving the applicant's request for **ZD 33/25**, subject to three provisos.

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-444

18. **LEGISLATIVE GROUPING - ZONING DOCKET NO. 36/25 - 1122 OCH, LLC, Mission Properties Foundation**

Brief:
Requesting an Affordable Housing Planned Development in an MU-2 High Intensity Mixed Use District, on Square 254, Lots 2, 3 and 4, and a portion of original Lot 9, in the First Municipal District, bounded by Oretha Castle Haley Boulevard, Calliope Street, Baronne Street, and Clio Street **(Municipal address(es): 1122 Oretha Castle Haley Boulevard.** The recommendation of the City Planning Commission being **"FOR APPROVAL",** subject to two (2) exceptions and four (4) provisos.

Annotation:
(Cm. Harris, Cn. Deadline 10/6/25).

Attachments: ZD NO 36-25 Final Granicus

19. **a. MOTION - NO. M-25-445 - BY: COUNCILMEMBER HARRIS**

Brief:
Approving the applicant's request for **ZD 36/25**, subject to four provisos and two exceptions.

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-445

20. **LEGISLATIVE GROUPING - Zoning Docket NO. 37/25 - CITY COUNCIL MOTION NO. M-25-289**

Brief:
Requesting a zoning change from an S-RD Suburban Two-Family Residential District to BIP Business-Industrial Park District for the properties not presently zoned as such, identified in Exhibit A attached to Motion No. M-25-289, and generally bounded by Almonaster Avenue, Carver Rams Way (formerly Higgins Boulevard), Press Street, Montegut Street, Benefit Street, Feliciana Street, Abundance Street, Clouet Street, and Florida Avenue **(Municipal Address(es): Multiple Municipal Addresses).** The recommendation of the City Planning Commission being **"FOR APPROVAL".**

Annotation:
(Cm. Green, Cn. Deadline 10/6/25).

Attachments: ZD NO 37-25 - Final Granicus Packet

21. **a. MOTION - NO. M-25-458 - BY: COUNCILMEMBER GREEN**

Brief:
Approving the applicant's request for **ZD 37/25**.

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-458

22. LEGISLATIVE GROUPING - NSTR SPECIAL EXCEPTION NO. 196/23 - JENNIFER A. HYDE

Brief:
Requesting a Non-Commercial Short Term Rental special exception for a property located at **600 Upperline St. on Square 139**. The City Planning Commission staff recommended **DENIAL**.

Annotation:
(Cm. Harris, Cn. Deadline 10/6/25).

Attachments: NSTR SE NO. 196-23 Special Exception Report - 600 Upperline Street

23. a. MOTION - NO. M-25-446 - BY: COUNCILMEMBER HARRIS

Brief:
Granting the request of **JENNIFER A. HYDE** for the property located on **Square 139** and bearing the municipal address **600 Upperline Street** (the "Property").

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-446

24. LEGISLATIVE GROUPING - NSTR SPECIAL EXCEPTION NO. 66/24 - ANDREE SCHNEIDER

Brief:
Requesting a Non-Commercial Short Term Rental special exception for a property located at **343 South Cortez St. on Square 734**. The City Planning Commission staff recommended **APPROVAL**.

Annotation:
(Cm. Giarrusso, Cn. Deadline 10/6/25).

Attachments: NSTR SE NO. 66-24 NSTR Special Exception Report - 343 S Cortez St

25. a. MOTION - NO. M-25-448 - BY: COUNCILMEMBER GIARRUSSO

Brief:
Granting the request of **ANDREE SCHNEIDER** for the property located on **Square 734** and bearing the municipal address **343 South Cortez Street** (the "Property").

Annotation:

(This matter was introduced 8/21/25).

Attachments: M-25-448

26. **NSTR SPECIAL EXCEPTION NO. 67/24 - LANCE M. ELLIS**

Brief:
Requesting a Non-Commercial Short Term Rental special exception for a property located at **926 N. Salcedo St. Apt. 2A on Square 407**. The City Planning Commission staff recommended **DENIAL**.

Annotation:
(Cm. Giarrusso, Cn. Deadline 10/6/25).

Attachments: NSTR SE NO. 67-24 Special Exception Report - 926 N Salcedo St

27. **a. MOTION - NO. M-25-449 - BY: COUNCILMEMBER GIARRUSSO**

Brief:
Granting the request of **LANCE M. ELLIS** for the property located on **Square 407** and bearing the municipal address 926 **N. Salcedo St., Apt. 2A** (the "Property").

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-449

28. **LEGISLATIVE GROUPING - a. CAL. NO. 34,385 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
An Ordinance to amend and reordain sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans to provide relative to the regulation of short-term rentals; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 9/7/23).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: 34385

29. **b. MOTION (LYING OVER) - NO. M-23-426 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
Directing the City Planning Commission to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the

Comprehensive Zoning Ordinance of the City of New Orleans, to eliminate Non-Commercial Short-Term Rentals as a defined land use and update any and all relevant provisions governing the zoning and use standards for short-term rentals, including the removal of all references to Non-Commercial Short-Term Rental.

Annotation:
(This matter was introduced 9/21/23).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-23-426

30. **c. MOTION (LYING OVER) - NO. M-23-427 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN**

Brief:
Directing the City Planning Commission to conduct a public hearing to amend and reordain Ordinance No. 4264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to amend Article 19 to establish a new Interim Zoning District to be named the Non-Commercial Short-Term Rental Interim Zoning District (IZD), the intent of which is to prohibit the Short-Term Rental, Non-Commercial use within all areas of the City of New Orleans. These prohibitions shall apply citywide. Aside from the use prohibited herein, all other permitted and conditional uses shall be as provided in the Comprehensive Zoning Ordinance.

Annotation:
(This matter was introduced 9/21/23).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-23-427

31. **LEGISLATIVE GROUPING - a. CAL. NO. 35,093 - BY: COUNCILMEMBERS THOMAS, GIARRUSSO, GREEN, KING AND HARRIS (BY REQUEST)**

Brief:
An Ordinance to ordain Chapter 82, Article XV, Sections 82-718 - 82-723 of the Code of the City of New Orleans to restrict the sale of flavored alternative nicotine products, specifically vapes and pouches, to tobacco-specific businesses; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 4/10/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: 35093

32. **b. MOTION (LYING OVER) - NO. M-25-254 - BY: COUNCILMEMBERS THOMAS, GIARRUSSO, HARRIS, GREEN AND KING (BY REQUEST)**

Brief:
Directing the City Planning Commission to conduct a public hearing to consider amending and reordaining Article 26 of the Comprehensive Zoning Ordinance of the City of New Orleans (Ordinance No. 4,264 M.C.S., as amended by Ordinance No. 26,413 M.C.S. and subsequent amendments) to create a new use definition for a "Tobacco-Nicotine Business," which is defined as follows:

A retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products and accessories, or nicotine, nicotine products and accessories, such that the sale of other products is merely incidental.

Annotation:
(This matter was introduced 4/24/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-254

33. CAL. NO. 35,103 - BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS

Brief:
An Ordinance to establish the Children's Benevolence Fund as Division 55 of Article III in Chapter 70 of the Code of the City of New Orleans; to ordain Sections 70-415.344 through 70-415.349 of the Code of the City of New Orleans within said Division; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 4/24/25).

Attachments: 35103

34. CAL. NO. 35,117 - BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND KING

Brief:
An Ordinance to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to subdivide the "Other Operating" fund allocation for the Department of Sanitation, to de-appropriate monies from certain sub-divided categories, and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 5/8/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: 35117

35. CAL. NO. 35,127 - BY: COUNCILMEMBERS MORRELL, MORENO, GIARRUSSO, AND KING

Brief:
An Ordinance to require the criminal justice agencies to use the City's current enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council to delineate how City funds are allocated within their respective agencies; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 5/28/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: 35127

36. CAL. NO. 35,133 - BY: COUNCILMEMBERS MORENO, MORRELL, HARRIS AND KING

Brief:
An Ordinance to amend and reordain Section 147-7 of the Code of the City of New Orleans, relative to the establishment of a public-facing dashboard developed, monitored, and updated by the Police Department, acting in conjunction with the New Orleans Office of Homeland Security and Emergency Preparedness Real-Time Crime Center, providing required metrics, data, and information concerning the use of surveillance technologies; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 6/12/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: 35133

37. CAL. NO. 35,137 - BY: COUNCILMEMBERS THOMAS AND GREEN (BY REQUEST)

Brief:
An Ordinance to amend and reordain Sections 147-1, 147-2, 147-3, and 147-4 of the Code of the City of New Orleans regarding the use of surveillance technologies; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced 6/12/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: 35137

38. CAL. NO. 35,179 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 29735 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2024", to transfer funds to General Fund to cover shortages incurred during Fiscal Year 2024; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 7/24/25).

Attachments: 35179

39. CAL. NO. 35,180 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

Brief:
An Ordinance to amend Ordinance No. 29736 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2024", to transfer funds within General Fund to various departments to cover shortages incurred during Fiscal Year 2024; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 7/24/25).

Attachments: 35180

40. CAL. NO. 35,181 - BY: COUNCILMEMBER GIARRUSSO

Brief:
An Ordinance to ratify and confirm the temporary waiver of certain fees, permit fees, and requirements within and around First Grace Methodist Church located at 3401 Canal Street, New Orleans, Louisiana, in conjunction with the NOLAKEYS 5th Annual Stop the Violence Youth Bike Ride and School Supply Giveaway event on Saturday, August 2, 2025 at 4:00p.m.; to ratify and confirm the duration and boundaries of said waiver; and to provide otherwise with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35181

41. CAL. NO. 35,190 - BY: COUNCILMEMBER GREEN (BY REQUEST)

Brief:

An Ordinance to amend and reordain Section 170-3 of the Code of the City of New Orleans to exempt structures granted a conditional use in an OS-R District from the prohibitions therein; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35190

42. CAL. NO. 35,191 - BY: COUNCILMEMBER THOMAS (BY REQUEST)

Brief:
An Ordinance to authorize the Mayor of the City of New Orleans to enter into Amendment No. 1 to a previously executed Cooperative Endeavor Agreement ("CEA") between the City of New Orleans ("City") and Hyfi, LLC, relative to the installation a system of water level monitors to provide real time data to the City to assist with flood mitigation efforts, desire to modify the provisions of the CEA and extend the term thereof for an additional one (1) year, five (5) months, and twelve (12) days, as more fully set forth in the Amendment No. as Exhibit "A" and; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35191

43. CAL. NO. 35,200 - BY: COUNCILMEMBER GREEN (BY REQUEST)

Brief:
An Ordinance to authorize the Mayor of the City of New Orleans to enter into Amendment No. 6 to a previously executed Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City") and The University of New Orleans, relative to the restoration of the City's infrastructure damaged as a result of Hurricane Katrina, including roads, the storm water drainage system, water distribution lines, sanitary sewer collection lines, and Americans with Disabilities Act (ADA) compliant curb ramps, all in furtherance of the Joint Infrastructure Recovery Request (JIRR) Program, to modify the provisions thereof, as more fully set forth in the Amendment No. 6 Exhibit "A" and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35200

44. CAL. NO. 35,201 - BY: COUNCILMEMBER THOMAS

Brief:
An Ordinance to amend section 2-8 and to ordain section 114-4 of the Code of the City of New Orleans to require rest breaks for city employees and employees of city contractors to protect against the hazards of extreme heat; and otherwise to provide with respect thereto.

Annotation:

(This matter was introduced on 8/7/25).

Attachments: 35201

45. CAL. NO. 35,202 - BY: COUNCILMEMBER GREEN (BY REQUEST)

Brief:
An Ordinance to approve and authorize the City of New Orleans ("City"), by and through the New Orleans Aviation Board ("NOAB"), to enter into a Cooperative Endeavor Agreement ("CEA") with the United States Department of Transportation, Build America Bureau ("BAB"); and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35202

46. CAL. NO. 35,204 - BY: COUNCILMEMBERS KING AND MORENO

Brief:
An Ordinance to amend Section 10-101 of the City Code to clarify which addresses must be provided in an application for a permit under Chapter 10; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35204

47. CAL. NO. 35,205 - BY: COUNCILMEMBERS KING AND MORENO

Brief:
An Ordinance to amend Section 10-125 of the City Code to require that certain information appear on an alcoholic beverage outlet permit; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35205

48. CAL. NO. 35,206 - BY: COUNCILMEMBERS KING AND MORENO

Brief:
An Ordinance to ordain Section 10-133 of the City Code to require that the Department of Safety and Permits notify alcoholic beverage outlet permittees annually of the required permit renewal deadlines; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35206

49. CAL. NO. 35,207 - BY: COUNCILMEMBER KING

Brief:
An Ordinance directing the department of public works to conduct a traffic study to evaluate the feasibility and impact of converting vehicular traffic to one-way southbound from the 1400 block to the 1100 block of Port Street; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35207

50. CAL. NO. 35,208 - BY: COUNCILMEMBER KING

Brief:
An Ordinance directing the department of public works to conduct a traffic study to evaluate the feasibility and impact of converting vehicular traffic to one-way eastbound from the 1600 block to the 1700 block of Erie Street; and otherwise to provide with respect thereto.

Annotation:
(This matter was introduced on 8/7/25).

Attachments: 35208

51. MOTION (LYING OVER) - NO. M-25-182 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Juvenile Justice Center/ Hiring Rates) as adopted by the Civil Service Commission at its November 8, 2024 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-182

52. MOTION (LYING OVER) - NO. M-25-183 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Juvenile Justice Center/New Classifications) as adopted by the Civil Service Commission at its November 8, 2024 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-183

53. MOTION (LYING OVER) - NO. M-25-184 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (CAO) as adopted by the Civil Service Commission at its November 8, 2024 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-184

54. MOTION (LYING OVER) - NO. M-25-186 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Public Works) as adopted by the Civil Service Commission at its January 10, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-186

55. MOTION (LYING OVER) - NO. M-25-187 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:

Submitting for Council approval the amendment to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its January 10, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-187

56. MOTION (LYING OVER) - NO. M-25-189 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Professional Certification Pay) as adopted by the Civil Service Commission at its February 3, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective March 30, 2025.

Annotation:
(This matter was introduced 3/27/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-189

57. MOTION (LYING OVER) - NO. M-25-235 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-235

58. MOTION (LYING OVER) - NO. M-25-236 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Police) as adopted by the

Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-236

59. MOTION (LYING OVER) - NO. M-25-238 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendment to the Classified Pay Plan (Property Management) as adopted by the Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-238

60. MOTION (LYING OVER) - NO. M-25-239 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval, the following amendments to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its March 14, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective April 20, 2025.

Annotation:
(This matter was introduced 4/24/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-239

61. MOTION (LYING OVER) - NO. M-25-288 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Police) as adopted by the

Civil Service Commission at its May 9, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective May 25, 2025.

Annotation:
(This matter was introduced 5/22/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: LO M-25-288

62. RESOLUTION (LYING OVER) - NO. R-25-343 - BY: COUNCILMEMBER THOMAS

Brief:
A RESOLUTION in support of the Lower Ninth Ward Community's requests to conduct a health, property, safety, and environmental study of the Port of New Orleans' proposed Louisiana International Terminal container and intermodal rail terminal development in Violet, LA.

Annotation:
(This matter was introduced on 6/12/25).
DEFERRAL REQUESTED TO THE MEETING OF 10/23/25.

Attachments: LO R-25-343

63. MOTION - NO. M-25-435 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

Brief:
Submitting for Council approval the amendments to the Classified Pay Plan (Police) as adopted by the Civil Service Commission at its July 11, 2025 meeting, in accordance with Article X, Section 10 of the Constitution of Louisiana is approved to be effective August 24, 2025.

Annotation:
(This matter was introduced 8/21/25).
DEFERRAL REQUESTED TO THE MEETING OF 9/11/25.

Attachments: M-25-435

64. MOTION - NO. M-25-443 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the contract between the City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17; and authorizing the President of the Council to sign the contract between the City of New Orleans and Sthe American Federation of State, County and Municipal Employees Union, Council 17 (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-443 w-Contract

65. MOTION - NO. M-25-456 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the Amendment No. 1 to the Professional Services Agreement between the City of New Orleans and DigiTech Computer LLC; and authorizing the President of the Council to sign Amendment No. 1 to the Professional Services Agreement between the City of New Orleans and DigiTech Computer LLC; (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-456 w-Contract

66. MOTION - NO. M-25-457 - BY: COUNCILMEMBER MORRELL (BY REQUEST)

Brief:
Adding the President of the Council as a signatory to the Amendment No. 3 to the Professional Services Agreement between the City and Acadian Ambulance Service, Inc.; and authorizing the President of the Council to sign Amendment No. 3 to the Professional Services Agreement between the City of New Orleans and the City of New Orleans and Acadian Ambulance Service, Inc. (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-457 w-Contract

67. MOTION - NO. M-25-459 - BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS

Brief:
Authorizing the President of the Council to execute the Settlement Agreement, by and between the City Council, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and Edwin Murray, in his capacity as a member of the Wisner Trust Management Board and as a defendant in the lawsuit styled *Council for the City of New Orleans v. Edward Wisner Donation, et al,* No. 2022-6765; (Exhibit A).

Annotation:
(This matter was introduced 8/21/25).

Attachments: M-25-459 w-Attachment

68. ORDINANCES ON FIRST READING

SPECIAL ORDERS OF BUSINESS

1. FIRST ORDER OF BUSINESS - PRESENTATION - DOMESTIC VIOLENCE AND SEXUAL ASSAULT PROGRAM

SPEAKERS:
Jennifer Hunt, Domestic Violence Projects Specialist, NOHD
Jocelyn Pinkerton, Domestic Violence/ Sexual Assault Programs Manager, NOHD
Shakeya Reed- Green, AIR Trainer, NOFJC
Kevin Williams, AIR Supervisor, NOFJC
Tyra Pruitt, DV Unit Sergeant, NOPD

Brief:
Presentation from the New Orleans Health Department's (NOHD) Domestic Violence and Sexual Assault program, in partnership with other City departments and nonprofit organizations, concerning the 2024 Advocate Initiated Response (AIR) Program Data Report. This comprehensive report offers a data-driven assessment of the City's current domestic violence response and highlights both the urgent challenges and practical steps that city agencies and partners can take together to better protect survivors, hold offenders accountable, and improve coordination across the system.

Annotation:
(Cn. Moreno).
TO APPEAR.

Attachments: Order of Business 1 - NOHD DV AIR Program Presentation

2. SECOND ORDER OF BUSINESS - PRESENTATION - TYRANN MATHIEU, NEW ORLEANS NATIVE AND RECENTLY RETIRED PLAYER

Brief:
In celebration of recently retired New Orleans Saints player Tyrann Mathieu for his contributions to the City of New Orleans-both on and off the field. Over the course of 12 NFL seasons, Mathieu won a Super Bowl with the Kansas City Chiefs and played three seasons with the New Orleans Saints. He began his football career as a standout athlete at St. Augustine High School and Louisiana State University, where he earned the nickname "Honey Badger" for his aggressive play and ability to force turnovers. Mathieu's legacy includes his commitment to youth mentorship, community service, and representing New Orleans with pride throughout his career.

Annotation:
(Cn. Green).
TO APPEAR.

3. THIRD ORDER OF BUSINESS - PRESENTATION -DR. JENNIFER AVEGNO, DIRECTOR OF HEALTH DEPARTMENT AND NESHAWN SIDDIQ, DEPUTY DIRECTOR OF HEALTH DEPARTMENT

Brief:
A presentation by the New Orleans Health Department (NOHD) in honor of Breastfeeding Awareness

Month, promoting awareness of breastfeeding's vital role in maternal and infant health and showcasing its wide-ranging benefits.

Annotation:
(Cn. Morrell).
TO APPEAR.

Attachments: Breastfeeding Awaress Special Order of Business_08.21.25

MEMORANDUM

TO:	Clerk of Council
FROM:	Erin Spears, Chief of Staff & Counsel, Council Utilities Regulatory Office
DATE:	August 18, 2025
SUBJECT:	Communications Related to Electric and Gas Utility Matters

Madame Clerk,

Please accept this memorandum as the transmittal document for communications related to electric and gas utility matters to be received by the Council of the City of New Orleans at its meeting on August 21, 2025.

Communications from Entergy New Orleans, LLC

1. Comments, UD-24-02
2. Grid Resilience and Innovative Partnerships Program (GRIP) Report, submitted pursuant to Resolution R-24-73, UD-21-03
3. Renewable and Clean Portfolio Standard Compliance Plan for Years 2026 through 2028, UD-19-01
4. Energy Smart Program Year 14 Annual Evaluation, Measurement and Verification Report, submitted pursuant to Resolutions R-11-52 and R-22-523, UD-08-02, UD-20-02 and UD-23-01

Other Communications

1. Petition for Intervention, submitted by the Alliance for Affordable Energy, UD-25-01
2. Petition for Intervention, submitted by Air Products and Chemicals, Inc., UD-25-01
3. Petition for Intervention, submitted by the Deep South Center for Environmental Justice, UD-25-01
4. Comments, submitted by Solar United Neighbors, UD-24-02
5. Comments, submitted by Recurve Analytics, Inc., UD-24-02
6. Comments, submitted by the Greater New Orleans Interfaith Climate Coalition, UD-24-02
7. Comments, submitted by the Alliance for Affordable Energy, UD-24-02
8. Comments, submitted by Enphase Energy, Inc., UD-24-02
9. Comments, submitted by Finance New Orleans, UD-24-02
10. Comments, submitted by Gulf States Renewable Energy Industries Association, UD-24-02
11. Comments, submitted by Louisiana Green Corps, UD-24-02
12. Comments, submitted by the Office of Resilience and Sustainability, UD-24-02
13. Comments, submitted by PosiGen, PBC, UD-24-02
14. Comments, submitted by Together New Orleans, UD-24-02

Leslie M. LaCoste
Counsel – Regulatory
Entergy Services, LLC
504-576-4102 | llacost@entergy.com
639 Loyola Avenue, New Orleans, LA 70113

August 8, 2025

VIA ELECTRONIC MAIL
Clerk of Council
Clerkofcouncil@la.gov
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Resolution (R-24-624) and Order Establishing A Docket and Procedural Schedule to Enhance Distributed Energy Resource Programs
(CNO Docket No. UD-24-02)

Dear Clerk of Council:

Attached please find the Comments of Entergy New Orleans, LLC ("ENO") on Advisors' Report for filing in the above-referenced docket pursuant to Resolution No. 24-624. ENO submits this filing electronically and will submit the requisite original and number of hard copies once the Council resumes normal operations or as you direct.

Thank you for your assistance in this matter, and please let me know if you have any questions or concerns.

Sincerely,



Leslie M. LaCoste

LML/jlc

Enclosures
cc: Official Service List UD-24-02 *(via electronic mail)*

BEFORE THE

COUNCIL OF THE CITY OF NEW ORLEANS

RESOLUTION AND ORDER R-24-624 ESTABLISHING A DOCKET AND PROCEDURAL SCHEDULE TO ENHANCE DISTRIBUTED ENERGY RESOURCE PROGRAMS	**)**	**DOCKET NO. UD-24-02**

ENTERGY NEW ORLEANS, LLC'S COMMENTS ON
THE ADVISORS' REPORT DATED JULY 16, 2025

Entergy New Orleans, LLC ("ENO" or "the Company") submits these Comments on the Advisors' Report Regarding Parties' Proposed Distribution Energy Resource Programs and Policies dated July 16, 2025 (the "Report"). ENO appreciates the measured approach presented by the Advisors in the Report, and generally agrees with the Advisors' recommendations, as discussed further herein. ENO further notes that it remains committed to expanding the distributed energy resource ("DER") program.

INTRODUCTION

The Council opened this docket to consider, among other things, whether certain System Energy Resources, Inc. ("SERI") credits ("SERI Credits") should be used to support DER programs composed of non-utility projects from third parties, when the Council previously decided to return the SERI Credits to customers.[1] In multiple rounds of comments, ENO made clear that use of the SERI Credits by third parties for such projects would be inconsistent with the terms of the SERI Agreement in Principle ("SERI AIP") and Resolution No. R-24-194.[2] Together New

[1] Resolution No. R-24-624.

[2] *See* ENO Comments (December 20, 2024), pp. 4-10; ENO Comments (March 14, 2025), pp. 5-9; ENO Reply Comments (March 31, 2025), pp. 5-7.

Orleans ("TNO") and the Alliance for Affordable Energy ("AAE"), among others, submitted various comments and also offered a DER proposal seeking to utilize the SERI Credits for their own non-utility programs and projects.[3] Given the legal and other obstacles in third-party proposals, ENO presented its own proposal for consideration, as an alternative approach that would comply with regulatory law and policy.[4] In response to these submissions, the Advisors submitted the Report containing the following recommendations, among others:

- The SERI Credits should be returned to ratepayers rather than funding the expansion of DERs.
- There should be good-faith collaboration between the parties to develop a DER expansion program, conducted initially as a pilot, possibly through Energy Smart.
- The DER expansion program should have sufficient reporting and information gathering during the pilot program to support a permanent virtual power plant ("VPP") tariff.

COMMENTS

The Advisors recommend that the SERI Credits at issue should not be used for non-utility programs, but rather should be returned directly to customers in a manner consistent with the SERI AIP. ENO agrees. ENO raised concerns in this docket about the appropriateness of using SERI Credits to fund DER programs, and believes that allowing third parties (or even ENO) to use SERI Credits for their own DER programs would be inconsistent with the terms of the SERI AIP and Resolution No. R-24-194, which contemplate that the SERI Credits should flow directly back to customers.

Second, ENO agrees that the expansion of the DER program could be accomplished through ENO's Energy Smart BESS pilot program. As the Advisors stated, utilizing a pilot

[3] TNO/AAE Comments (December 20, 2024); pp. 43-45.

[4] ENO Comments (March 14, 2025), Exhibit 1.

program would allow the Council to gather information to evaluate the appropriate incentive levels, the impacts of the DER expansion program on the distribution system and on ratepayers, and the benefits of the program. The Advisors also recommend that the pilot program include several features, many of which are already included in ENO's proposal. For example, ENO's proposal is already Original Equipment Manufacturer ("OEM") and installer-neutral to allow for a diversity of participation pathways, business models, and battery types.

The Advisors also recommend certain features to allow for the information gathering mentioned above, such as being supported by a ratepayer bill impact calculation and cost effectiveness analysis. ENO agrees. ENO also agrees with the Advisors' recommendation that the pilot include data-driven incentive levels or allocated funds for low-to-moderate income ("LMI") customers to promote significant LMI participation. The Advisors also recommend that ENO act as Incentive Administrator of the pilot program. ENO is not opposed to this recommendation, as it is consistent with the function it currently performs for Energy Smart with the assistance of third-party administrators.

ENO is willing to collaborate with other parties in this docket to create a pilot program that benefits ratepayers and increases the availability of DERs as described by the Advisors in their Report. Given the Advisors' recommendation that efforts focus on an expansion of the Energy Smart BESS pilot program, ENO suggests that collaboration can take place through the procedural schedule established for review of the Energy Smart Implementation Plan in the Integrated Resource Plan docket, particularly given the Advisors' recommendation that expansion of the DER program be handled through ENO's Energy Smart BESS pilot program. Intervenors also support the expansion of DERs through the Energy Smart program structure.[5] The expansion could be

[5] RNO Comments (December 20, 2024), p.2; PosiGen Comments (March 31, 2025), p. 2; Enphase Comments (March 14, 2025), p. 2.

started as part of the BESS pilot program to allow the parties to gather information on how the program could best be handled. Lastly, the Advisors recommend that the pilot program include sufficient reporting to support a permanent VPP tariff. It is ENO's position that the record of this docket does not support creation of a permanent VPP tariff, and that it is not possible for stakeholders to properly opine on the reasonableness of such a mechanism based solely on comments in this rulemaking proceeding. A procedural schedule should be set that allows stakeholders an opportunity to present evidence, conduct discovery, and participate in an evidentiary hearing to establish a complete record upon which such a supportable decision could be made. ENO anticipates this could be accomplished in connection with a review of a subsequent electric base rate case. [6]

CONCLUSION

By way of summary, ENO agrees that SERI Credits should be returned directly to customers rather than used to fund DER programs, and a DER expansion program can be accomplished through ENO's Energy Smart BESS pilot program, which would facilitate cost recovery through the existing Energy Efficiency Cost Recovery rider along with other Energy Smart costs.

[6] ENO reserves the right to fully brief this issue at a later time. Any future consideration of a VPP tariff that would provide incentives in response to real-time price signals to participants who discharge their solar-paired battery systems at times of high load or for purposes of energy arbitrage must involve changes to the current net metering rules to address the cost shift that occurs today. As ENO noted in recent comments in Docket UD-18-03, the current net metering arrangement that grants full retail credits for excess energy is projected to result in a cost shift to non-participating customers of approximately $245 million over the next 20 years. ENO Comments (October 30, 2024), p. 10. Allowing net metering customers with batteries to also participate under a VPP tariff will enable these customers to add an additional value stream for themselves while considerable net energy metering costs continue being shifted to non-participants. Modifications to the net metering rules to reduce or eliminate the cost shift going forward should be part of any consideration of a VPP tariff.

Respectfully submitted,

By: 

Courtney R. Nicholson, La. Bar #32618
Edward R. Wicker, Jr., La. Bar #27138
Leslie M. LaCoste, La. Bar #38307
Entergy Services, LLC
639 Loyola Avenue, Mail Unit L-ENT-26E
New Orleans, Louisiana 70113
Telephone: (504) 576-3101
Facsimile: (504) 576-5579
cnicho2@entergy.com
ewicker@entergy.com
llacost@entergy.com

ATTORNEYS FOR
ENTERGY NEW ORLEANS, LLC

CERTIFICATE OF SERVICE
UD-24-02

I hereby certify that I have served the required number of copies of the foregoing pleading upon all other known parties of this proceeding individually and/or through their attorney of record or other duly designated individual.

Clerk of Council
Council of the City of New Orleans
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Erin Spears, Chief of Staff
Bobbie Mason
Christopher Roberts
Byron Minor
Candace Carmouche
Jared Reese
Tyrianne Varnado
Council Utilities Regulatory Office
City of New Orleans
City Hall, Room 6E07
1300 Perdido Street
New Orleans, LA 70112

Krystal D. Hendon
CM Morrell Chief-of-Staff
1300 Perdido St. Rm. 2W50
New Orleans, LA. 70112

Sayde Finkel
CM Moreno Chief of Staff
1300 Perdido Street, Rm 2W40
New Orleans, LA 70112

Justyn Hawkins
Chief of Staff
New Orleans City Council
City Hall, Room 1E06
1300 Perdido Street
New Orleans, LA 70112

Donesia D. Turner
Law Department
Tanya L. Irvin
Chief Deputy City Attorney
City Hall, - 5th Floor
1300 Perdido Street
New Orleans, LA 70112

Norman White
Department of Finance
City Hall – Room 3E06
1300 Perdido Street
New Orleans, LA 70112

Greg Nichols
Deputy Chief Resilience Officer
Sophia Winston
Energy Policy & Program Manager
Office of Resilience & Sustainability
1300 Perdido Street, Ste 8E08
New Orleans, LA 70112

Hon. Jeffrey S. Gulin
Christopher Pourciau
3203 Bridle Ridge Lane
Lutherville, MD 21093

Clinton A. Vince, Esq.
Presley R. Reed, Jr., Esq.
Emma F. Hand, Esq.
Dee McGill
Dentons US LLP
1900 K Street NW
Washington, DC 20006

Basile J. Uddo
J.A. "Jay" Beatmann, Jr.
c/o Dentons US LLP
650 Poydras Street, Suite 2850
New Orleans, LA 70130

Joseph W. Rogers
Victor M. Prep
Byron S. Watson
Legend Consulting Group
6041 South Syracuse Way, Suite 105
Greenwood Village, CO 80111

Leroy Nix
Vice-President, Regulatory and Public Affairs
Entergy New Orleans, LLC
Deanna Rodriguez
President and Chief Executive Officer
Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Polly Rosemond
Kevin T. Boleware
D'Angela Savoie
Keith Wood
Derek Mills
Ross Thevenot
Greg Crisler
Entergy New Orleans, LLC
1600 Perdido Street
Mail Unit L-MAG-505B
New Orleans, LA 70112

Vincent Avocato
Entergy Services, LLC
2107 Research Forest Drive, T-LFN-4
The Woodlands, TX 77380

Courtney Nicholson
Heather Silbernagel
Leslie M. LaCoste
Edward R. Wicker, Jr.
Lacresha D. Wilkerson
Linda Prisuta
Entergy Services, LLC
Mail Unit L-ENT-26E
639 Loyola Avenue
New Orleans, LA 70113

Joe Romano, III
Erin Farrell
Entergy Services, LLC
Mail Unit L-ENT-3K
639 Loyola Avenue
New Orleans, LA 70113

Logan A. Burke
Jesse S. George
Sophie Zaken
Alliance For Affordable Energy
4505 S. Claiborne Ave.
New Orleans, LA 70125

Broderick Bagert
Abel Thompson
Nathalie Jordi
Together New Orleans
2721 S. Broad St.
New Orleans, LA 70125

Annie Clark
Finance New Orleans
201 St. Charles Ave., Ste. 4444
New Orleans, LA 70170

Kyle Wallace
Ruthie DeWit
Posigen PBC
145 James Drive East, Ste. 300
St. Rose, LA 70087

Pastor Gregory Manning
Jonathan Leo
Peter Digre
Greater NO Interfaith Climate Coalition
Broadmoor Community Church
2021 S. Dupre St.
New Orleans, LA 70125

Shawn Martinez
South Louisiana Chapter, Inc. – National Electrical Contractors Association
501 Commerce Point
New Orleans, LA 70123

Simon Mahan
Whit Cox
Southern Renewable Energy Association
11610 Pleasant Ridge Road, Ste. 103 #176
Little Rock, AR 72223

Jamie Charles
Sunnova Energy International, Inc.
20 Greenway Plaza, Ste. 475
Houston, TX 77046

Ryan Mattingly
Louisiana Green Corps
26455 Toulouse Street
New Orleans, LA 70119

Cole Ashman
Pila Energy Inc.
1362 Hayes Street
San Francisco, CA 94117

Shannon Anderson
Solar United Neighbors
1350 Connecticut Avenue NW, Ste. 412
Washington, DC 20036

Calvin Lawrence
Rodney Wallis
International Brotherhood of Electrical Workers Local Union 130
3200 Ridgelake Dr., Ste. 300
Metairie, LA 70002

Myron Katz
Prorate Energy Inc.
302 Walnut St.
New Orleans, LA 70118

Marc Monbouquette
Steve Lasher
Enphase Energy Inc.
47281 Bayside Pkwy
Fremont, CA 94538

Currin Wallis
504 Healthnet, Inc.
1030 Lesseps St.
New Orleans, LA 70122

Casey DeMoss
Resilience New Orleans
4659 Clara St.
New Orleans, LA 70115

Asali DeVan Ecclesiastes
Efforts of Grace, Inc/Ashe Cultural Arts Center
2236 D'Abadie Street
New Orleans, LA 70119

Patricia Smith
Efforts of Grace, Inc/Ashe Cultural Arts Center
6101 Ransom Street
New Orleans, LA 70126

Kimaya Abreu
Voltus Inc.
2443 Fillmore St.
San Francisco, CA 94115

Harry Apler
Voltus Inc.
1114 Crete St.
New Orleans, LA 70119

Gabriela Olmedo
Energyhib, Inc.
41 Flatbush Avenue, Ste. 400A
Brooklyn, NY 11217

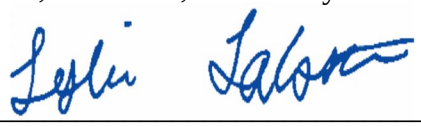
Todd Reynolds
Groundwork New Orleans
No Address Given

Monika Gerhart
Executive Director
Jeffrey Cantin
Chairman of the Board
Gulf States Renewable Energy Industries Association
No Address Given

Ted Thomas
Cailee Mangan
Recurve Analytics, Inc.
Energizer Strategies
1910 Navarre School Road
Navarre FL, 32566

Keely Lewis
Citizens Climate Lobby New Orleans Chapter Leader
701 Loyola Avenue #58542
New Orleans, LA 70113

New Orleans, Louisiana, this 8th day of August, 2025



Leslie M. LaCoste

Kevin T. Boleware
Manager – Regulatory Affairs
Entergy New Orleans, LLC
504-670-3673 | kbolewa@entergy.com
1600 Perdido Street, New Orleans, LA 70112

August 14, 2025

VIA Electronic Delivery
Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, Louisiana 70112

Re: Report of Entergy New Orleans, LLC in Compliance with Council Resolution R-24-73; UD 21-03

Dear Clerk of Council:

In compliance with the reporting requirements of Resolution R-24-73 (Order #7) dated February 22, 2024 ("Resolution"), I am sending this letter on behalf of Entergy New Orleans, LLC ("ENO") to update the Council on the status of the GRIP Project. As the Council knows, the GRIP Project – which was selected by the Department of Energy ("DOE") for an award – is comprised of hardening certain distribution and transmission lines and installing a battery/microgrid interconnected to the New Orleans Solar Station in New Orleans East.

ENO previously sent an update to the Council in February 2025. Since that update, on March 14, 2025, the DOE issued a letter rescinding an earlier letter dated January 28, 2025, which had instructed ENO and other award recipients to stop activities and cease incurring costs associated with Community Benefit Plans ("CBP") (as well as DEI and Justice 40 initiatives) for all DOE awards. The March letter effectively made such activities voluntary. In response, ENO has discontinued all CBP-related activities and expects to seek to recover $44k in DOE reimbursements for associated costs incurred in 2024.

In May 2025, the DOE issued data requests to ENO seeking technological, engineering, financial, and other information regarding the GRIP Project. ENO understands other award recipients received substantially the same requests regarding their projects. On June 16, 2025, ENO timely provided responses to the requests and thereafter sent a copy of its responses to the Advisors. To date, ENO has not received a substantive response from the DOE regarding the information provided.

While ENO awaits further guidance from the DOE, ENO has continued to prepare to commence construction work on the GRIP Project. In June 2025, ENO completed a Class 3 estimate for the GRIP Project. The granularity and detail involved in developing the estimate identified cost savings and resulted in a lower overall cost estimate for the GRIP Project, particularly with regard to the transmission component. Based on the Class 3 estimate, ENO projects that the GRIP Project will cost approximately $124.9 million.

As the Council may recall, ENO stated in its February update that the total estimated cost of the GRIP Project, based on a Class 5 estimate, was approximately $140.9 million. Thus, the refined Class 3 estimate represents an approximately $16.0 million reduction in the overall estimated cost of the GRIP Project. The reduction is largely due to a change in transmission strategy, i.e., replacing 80 structures and hardening 17 structures rather than replacing all 97

structures as originally contemplated. ENO is considering additional strategies that potentially may drive down the estimated cost of the GRIP Project even more.

The first Go/No-Go Milestone for the GRIP Project is September 30, 2025. Go/No-Go Milestones are part of DOE guidelines and, in essence, a project management best practice to track project progress; the milestones allow the DOE and award recipients to evaluate and ensure technical performance of a project. ENO understands that the September milestones will include, among other things, consideration of the status of the scope and design of the distribution, transmission, and microgrid components of the GRIP Project.

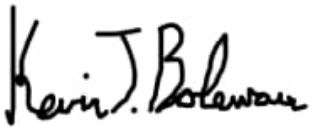
To date, ENO has completed the above-referenced work as part of its preparation to commence construction on the GRIP Project. In addition, vendor selection for the battery / interconnection component is ongoing, after the originally selected vendor withdrew from negotiations. Project costs incurred through July 2025 total approximately $4.2M, comprised of an estimated $3.1M for transmission, $0.5M for distribution, and $0.6M for microgrid.

Finally, on July 16, 2025, ENO submitted to the DOE a request for reimbursement review in the amount of $170,640. That amount for costs incurred in 2024 includes $99k for subcontracts, $40k for CBP disbursements, and $32k for indirect costs. This is the first such request that ENO has made of the DOE regarding the GRIP Project. Depending on the outcome of the request, ENO hopes to submit additional requests for reimbursement in the near future.

ENO remains excited about the opportunity to enhance resilience in New Orleans East through this important project. Consistent with the requirements of the Resolution, ENO will continue to keep the Council informed regarding the status of the GRIP Project.

If you have any questions regarding this information, please contact me at (504) 670-3673.

Sincerely,



Kevin T. Boleware

cc: Official Service List UD-21-03
All Councilmembers
Council Advisors
Council Utilities Regulatory Office

Leroy Nix
VP, Regulatory & Public Affairs
Entergy New Orleans, LLC
504-670-3680 | lnixa@entergy.com
1600 Perdido Street, New Orleans, LA 70112

August 14, 2025

VIA Electronic Delivery
Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, Louisiana 70112

Re: Rulemaking Proceeding to Establish Renewable Portfolio Standards
Council Docket No. UD-19-01

Dear Clerk of Council:

Entergy New Orleans, LLC ("ENO") respectfully submits its Renewable and Clean Portfolio Standard ("RCPS") Compliance Demonstration Report for the 2026 - 2028 compliance years.

If you have any questions regarding this information, please contact me at (504) 670-3680.

Sincerely,



Leroy Nix

cc: Official Service List (via email)

ENTERGY NEW ORLEANS, LLC
RCPS COMPLIANCE PLAN COVERING COMPLIANCE YEARS 2026-2028

1. BACKGROUND

a. Requirement for a Three-Year RCPS Compliance Plan

Under the Renewable and Clean Portfolio Standard ("RCPS") adopted by the City Council of New Orleans ("Council") in Resolution No. R-21-182 on May 20, 2021, Entergy New Orleans, LLC ("ENO") is required to submit a three-year, prospective RCPS Compliance Plan for Council review. Section 4.e of the RCPS rules states that "Upon the Utility's submission of its final Integrated Resource Plan ('IRP') Report for each triennial IRP cycle, the utility shall develop a three-year prospective RCPS Compliance Plan, including a three-year Banking and Compliance Reserve provision for RECs, and the Utility's calculation of the Alternative Compliance Payment ("ACP").[1] The RCPS Compliance Plan shall be filed at the Council and served upon both the parties to the relevant IRP docket and the parties to Docket No. UD-19-01, with the opportunity for stakeholder comment prior to the Council's review and approval."

On December 13, 2024, ENO submitted the Public Version of its IRP report in Docket No. UD-23-01 ("2024 IRP"). In accordance with Section 4.e of the RCPS rules, this document provides ENO's RCPS Compliance Plan for the years 2026-2028.

2. PROJECTED COMPLIANCE POSITION

a. Projected Clean Energy Credits from Existing Portfolio

ENO projects to receive the following Clean Energy Credits ("CECs") in 2026-2028 from its existing and expected portfolio resources, based on the electric system modeling performed for the 2024 IRP.

Table 1: Projected 2026-2028 CECs from Existing ENO Portfolio

Resource Name	Type	RCPS Multiplier	2026 Expected CECs	2027 Expected CECs	2028 Expected CECs
Grand Gulf	Nuclear	1.00	1,941,224	2,090,222	1,924,987
River Bend	Nuclear	1.00	834,853	773,070	837,141
Energy Efficiency[2] (implemented after 1/2021)	EE	1.25	419,000	492,490	563,268
ANO Unit 2	Nuclear	1.00	217,057	217,209	234,491
ANO Unit 1	Nuclear	1.00	198,570	184,371	184,867
Waterford Unit 3	Nuclear	1.00	170,344	183,427	170,862

[1]

[2] Any capitalized terms that are not explicitly defined herein are defined in the Council's RCPS Rules.
Energy Efficiency MWh reflect total estimated MWh of reductions delivered in 2026-2028 from all measures installed after January 1, 2021. To present a conservative estimate, Energy Efficiency measures installed in 2025-2028 are tied to the levels modeled in Strategy 1 / Scenario 1 of the 2024 IRP.

Resource Name	Type	RCPS Multiplier	2026 Expected CECs	2027 Expected CECs	2028 Expected CECs
Iris Solar	Solar	1.00	123,220	122,596	122,166
St James Solar	Solar	1.00	52,034	51,774	51,626
New Orleans Solar Station	Solar	1.25	50,779	50,518	50,442
Vidalia	Hydro	1.00	16,793	16,793	16,849
Commercial Rooftop Solar[3]	Solar	1.25	6,606	6,573	6,540
Paterson Solar[4]	Solar	1.25	1,801	1,792	1,783
EV Charging[5]	EVCI	2.13-2.17	2,812	2,838	2,864
Total:			**4,035,092**	**4,193,672**	**4,167,887**

The actual number of CECs received from these resources may differ from the projected figures for a variety of reasons, including variations in weather patterns, unexpected maintenance requirements, or any variations between assumed Energy Efficiency levels and actual reductions achieved in ENO EnergySmart program, among others.

Appendix A includes a summary of the electric vehicle charging infrastructure ("EVCI") credit calculation for 2026-2028, which uses the same methodology as those approved by the Council for the 2022-2025 compliance years.[6]

b. Green Select Program

ENO offers a voluntary Green Select program that allows customers to match some or all of their monthly electricity usage with RECs that are generated or purchased by Entergy New Orleans and retired on the customer's behalf. Green Select is the successor to ENO's Green Power Option ("GPO"). Per the Council's direction, "no RECs associated with the GPO shall be utilized to satisfy RCPS compliance until such time as the Council may revise the RCPS in a future RCPS Periodic Review proceeding."[7] In previous years, ENO sourced RECs for Green Select customers from the same pool of generated or purchased RECs that would otherwise be used for RCPS compliance. As of 2025, ENO intends to separately purchase RECs that will be used to serve Green Select obligations. As a result, no RECs or CECs in Table 1 will be associated with the Green Select program.

[3] Based on actual 2024 data as filed in ENO's *RCPS Compliance Demonstration Report Covering 2024*, assuming 0.5% annual degradation.

[4] Based on actual 2024 data as filed in ENO's *RCPS Compliance Demonstration Report Covering 2024*, assuming 0.5% annual degradation.

[5] Assumes annual EVCI usage equal to 2024 level (1,320 MWh).

[6] *See*, Resolution No. R-22-145, dated March 24, 2022, and Resolution No. R-22-525, dated December 15, 2022.

[7] Resolution No. R-22-145, at p.7.

c. Projected Retail Compliance Load

Per Section 4.a of the RCPS rules, "Retail Compliance Load is the reported annual MWh sales for each compliance year, increased by the cumulative MWh savings of DSM programs installed after January 1, 2021."

Table 2 below shows ENO's projected Retail Compliance Load consistent with BP24 sales projections and projected energy efficiency shown in Table 1.

Table 2: Projected 2026-2028 Retail Compliance Load

	2026	2027	2028
Retail Compliance Load	5,815,052	5,858,268	5,921,318

The actual Retail Compliance Load in each year will depend on actual retail sales and actual Energy Efficiency reductions achieved.

d. Projected Compliance Position with Existing Portfolio

Compliance with the annual RCPS requirements is measured through the calculation described in Section 4.c of the RCPS rules: "RCPS Compliance Credits (MWh) are divided by Retail Compliance Load (MWh), and expressed as a percentage." Sections 3.a.5 through 3.a.7 of the RCPS rules specify that for 2026, 2027, and 2028, ENO must meet 72%, 74%, or 76%, respectively, "of Retail Compliance Load … with a combination of Tier 1, 2 and 3 resources" with not more than 24%, 23%, and 22%, respectively, of compliance "through RECs purchased without the associated energy." Table 3 below shows ENO's projected CEC surplus or shortfall from existing resources and planned EE, before accounting for additional compliance actions proposed in this plan.

Table 3: Projected 2026-28 Compliance Position

		2026	2027	2028
(1)	**Retail Compliance Load**	5,815,052	5,858,268	5,921,318
(2)	**RCPS Requirement (%)**	72%	74%	76%
(3) = [**1**]*[**2**]	**RCPS Requirement (CECs)**	4,186,837	4,335,118	4,500,202
(4)	**Projected CECs from Existing Portfolio**	4,035,092	4,193,672	4,167,887
(5) = [**4**] – [**3**]	**Projected CEC Deficit**	(151,745)	(141,446)	(332,314)

If, at the end of any compliance period, ENO has created and procured a number of CECs that exceeds that year's RCPS percentage requirement multiplied by Retail Compliance Load, ENO will make use of the Banking and Compliance Reserve Provision described in Section 4.h of the RCPS rules. This will allow ENO to bank any excess Green-e certified RECs it procures and utilize those RECs within the next two compliance years, subject to the rules specified in Section 4.h.

After demonstrating compliance with the RCPS in 2024, ENO held 42,774 RECs in its Compliance Reserve.[8] These RECs may be used for 2025 RCPS compliance. If ENO has any RECs in the Compliance Reserve after demonstrating compliance with the RCPS in 2025, these RECs will be used to offset any CEC deficit in 2026 or 2027, subject to the rules specified in Section 4.h.

3. ADDITIONAL RCPS RESOURCES

a. Unbundled REC Purchases

ENO proposes to buy additional unbundled RECs, as needed, to ensure that it has a sufficient level of CECs to meet its RCPS requirements. To the extent that ENO has RECs that have been banked through the Banking and Compliance Reserve Provision, it will utilize those RECs before purchasing additional unbundled RECs. ENO will monitor projected retail sales, clean resource output, EE implementation, EVCI usage, and other factors, and will adjust its REC procurement target as its projected needs change to enable compliance at the end of each year.

b. Large Event Electrification as a Qualified Measure

In ENO's *RCPS Compliance Demonstration Report Covering* 2024, ENO proposed to treat the electrification of large events as a Tier 3 resource in future compliance plans and demonstration reports. This effort entails installation of points of grid connection at locations that have historically utilized diesel generators to power large events, such as Woldenberg Park and the Fairgrounds. These grid connections will allow the events to discontinue the use of diesel generators at some stages or tents in the area, thereby improving local air quality and driving a net reduction in carbon dioxide emissions. The calculation supporting Large Event Electrification and the proposed CEC multiplier is included in Appendix B.

c. Sewerage & Water Board Electrification as a Qualified Measure

Through Resolution No. R-22-258, the Council approved the Agreement in Principle ("AIP") between ENO and the Sewerage & Water Board ("SWB"), under which ENO will construct and own the new 230 kV Sullivan Substation that will serve power to the SWB's Carrollton Facility and replace the SWB's legacy gas generators currently in use. In ENO's *RCPS Compliance Plan Covering Compliance Years 2023-2025*, ENO proposed treating this electrification of historically self-generated electricity at the SWB facilities as a Qualified Measure. In Resolution No. R-22-525, dated December 15, 2022, the Council deferred action on this proposal, noting that "the Council believes that it would be premature to approve Substation Electrification as a Qualified Measure at this time[.]"[9]

The Sullivan Substation is complete and is expected to begin providing power to SWB by the end of 2025 following the completion by SWB of infrastructure required for it to receive power

[8] *RCPS Compliance Demonstration Report Covering 2024*, at p. 5.

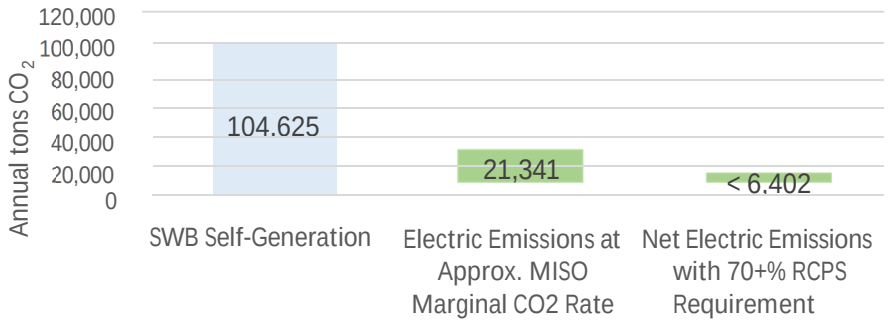
[9] Resolution No. R-22-525, dated December 15, 2022, at p. 3.

from the Substation. Because the substation is expected to provide power to SWB facilities for the entire period considered in this Compliance Plan, ENO proposes that the electrification of self-generated power at the SWB facilities be considered a Qualified Measure.

The RCPS rules define a Qualified Measure as a "project, program or measure which produces a measurable net reduction in carbon emissions in Orleans Parish, is cost-effective from the utility perspective, and is approved by the Council for purposes of RCPS compliance." With Council approval, SWB electrification satisfies these requirements:

- *SWB electrification produces a measurable net reduction in carbon emissions in Orleans Parish*: Over the 2011-2020 period (the last years for which data is publicly available), SWB consumed an annual average of 1,729,869 MCF of gas and 8,682 gallons of oil to fuel its 35,570 MWh of annual self-generation.[10] This is equivalent to 104,625 tons of CO_2 per year emitted within Orleans Parish, or 5,883 pounds of CO_2 per megawatt-hour generated.[11] The emission rate of grid power replacing this generation is approximately 80% lower, resulting in CO_2 emissions reductions of over 80,000 tons annually, as shown in Figure 4. Not only are net emissions reduced significantly, nearly all of the electric emissions are expected to occur at power plants located outside of Orleans Parish. Further, given that this increased electric demand will lead to the procurement of CECs matching 70% or more of the consumption – and as much as 100%, if the goals of Resolution No. R-22-11 are met – emissions will be even further reduced. In addition to these CO_2 reduction benefits, emissions of criteria air pollutants within Orleans Parish such as nitrous oxides, ammonia, and volatile organic compounds will be significantly reduced.

Figure 4: SWB Electrification Reduces CO_2 Emissions in Orleans Parish



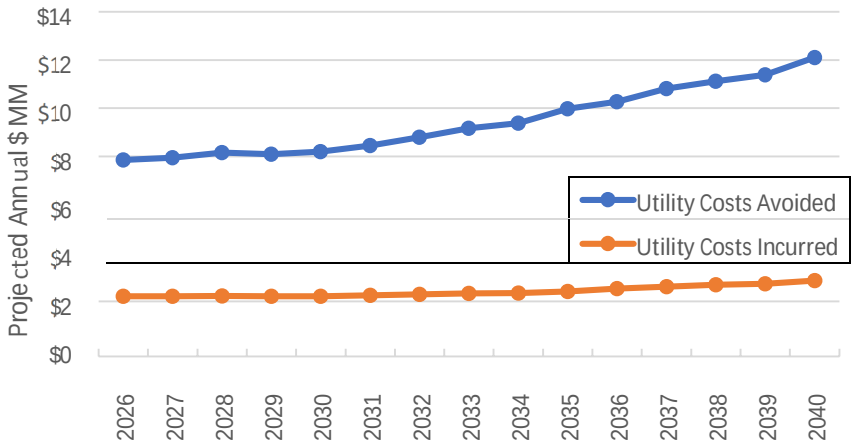
- *SWB electrification is cost-effective from the utility perspective*: From the utility's perspective, the incremental costs incurred to serve new SWB demand are equal to the sum of the infrastructure costs incurred and the cost of energy and capacity needed to serve the incremental electric demand. Because of the $30 million Contribution in Aid of

[10] Sewerage and Water Board of New Orleans, Louisiana, *Comprehensive Annual Financial Report for the years ended December 31, 2020 and 2019*, p.IV-6. After the 2020 report, SWB apparently ceased publishing data on "Electric & Steam Power Generated by the S&WB" and "Natural Gas & Fuel Oil Used to Generate Electric & Steam Power" in its annual report.

[11] Using conversion factors from U.S. Energy Information Agency, *Carbon Dioxide Emissions Coefficients by Fuel,* https://www.eia.gov/environment/emissions/co2_vol_mass.php

Construction ("CIAC") from SWB, the incremental infrastructure costs will be greatly reduced. The costs to serve the demand are based on the energy and capacity cost forecasts developed in the latest IRP. The projected cost of incremental infrastructure and cost to serve SWB demand are shown as the "Utility Costs Incurred" in Figure 5 below. From the utility's perspective, the costs avoided are equal to the decrease in natural gas supply costs that ENO's gas distribution utility would otherwise incur to deliver gas at SWB to support self-generation. These costs, based on the Henry Hub natural gas price forecast used in the IRP, are shown as "Utility Costs Avoided" in Figure 5 below.

Figure 5: SWB Electrification is Cost-Effective from the Utility Perspective



As a Qualified Measure, SWB electrification would be eligible for RCPS credit as a Tier 3 Resource, which is defined as "any Qualified Measure or electric vehicle charging infrastructure directly connected to the Utility's transmission or distribution system. For Tier 3 Resources, the Utility must provide the Council with either a certified engineering calculation demonstrating the net reduction in carbon emissions or data demonstrating measured emissions reductions. The Utility must also propose the annual amount of CECs in MWh associated with each proposed Tier 3 Resource for Council consideration."[12] Per Section 4.b.2 of the RCPS rules, "CECs associated with Tier 3 Resources can be applied as RCPS Compliance Credits until 2040." Appendix C shows a detailed calculation of the net emission reductions of SWB electrification and the proposed credit rate.

d. Community Solar

Under Council Docket UD-18-03, ENO has worked with the Council and other parties to establish community solar program rules that are designed to provide an additional renewable energy option to customers. Subscribing customers receive RECs associated with their subscriptions. Currently, ENO is not able to count the contribution of this clean energy, which is supported by all customers through bill credits, towards its RCPS requirements because ENO cannot track and retire these RECs. However, ENO is not aware of any market for residential or

[12] RCPS Rules, Section 2.

smaller commercial customers to trade, sell, or retire the limited number of RECs they are entitled to receive.

As noted previously by ENO in its June 16, 2023, comments in the aforementioned docket, customers ultimately pay twice for clean energy because of this treatment: "when ENO is short of its RCPS compliance obligation (as was the case in 2022) and may seek to purchase unbundled RECs on the market to make up the shortfall, the net effect is that all customers would potentially pay two costs for each MWh of solar generated through the CSG program – the credits paid to low-income Subscribers based on the retail rate and the prudently-incurred cost of a like amount of unbundled RECs or clean energy procured by ENO to help achieve compliance under the RCPS."[13] Given the large number of community solar projects currently in the queue (approximately 60 megawatts), the magnitude of this issue is not negligible. Community solar generation is expected to exceed 100,000 megawatt-hours per year based on projections from the NREL PVWatts calculator.[14]

ENO proposes to treat community solar resources as RCPS-eligible and to assign CECs to its generation. ENO proposes that community solar generation be considered a Tier 1 resource because the solar facilities will be located within Orleans Parish. Community solar would provide more than 125,000 CECs each year (after applying the 1.25 Tier 1 multiplier), mitigating the need for (and costs to ratepayers of) REC purchases or CEC procurements at that level.

e. Net Metered Solar

In 2024, net metered solar facilities in Orleans Parish provided 21,296 megawatt-hours of excess energy to the grid. Measured through Channel 2 of the meter, this energy represents solar production beyond the customer's usage at the time the power was generated. Because net metering customers receive a credit on their bills at the full ENO retail rate for this energy, ENO customers as a whole are paying for this energy and using it to serve a portion of ENO demand. Failing to recognize this generation as an RCPS resource requires ENO customers to first pay for the energy and then pay to acquire additional RECs or CECs on account of megawatt-hours that are already served by carbon-free energy.

ENO proposes to treat net metered solar energy provided to the ENO grid, as metered through Channel 2, as RCPS-eligible and to assign CECs to this generation. ENO proposes that net metered solar be considered a Tier 1 resource because the solar facilities are located within Orleans Parish. If metered Channel 2 generation is again at 2024 levels, net metered solar would mitigate the need to procure 26,620 RECs or CECs (after applying the 1.25 Tier 1 multiplier), and ENO customers would avoid bearing the associated costs. With additional net metered solar adoption, these savings could be even larger.

[13] Docket UD-18-03, *Additional Comments of Entergy New Orleans, LLC, June 16, 2023,* at p.11.

[14] Docket UD-18-03, *Additional Comments of Entergy New Orleans, LLC, June 16, 2023,* at p.12.

f. Alternative Considered: Additional Solar or Wind

ENO considered the procurement of additional solar or wind resources to augment its RCPS compliance position in advance of a capacity or energy need. It decided against this approach for several reasons.

In the 2024 IRP, ENO's projected annual generation from existing resources is expected to exceed its projected load and "ENO is expected to remain a net seller in MISO's energy markets for the next decade."[15] As a result, incremental energy from any new resources in the short-term is largely expected to be sold into the MISO market rather than avoid net purchases of energy from the MISO market. ENO noted:

> *While it is possible that ENO's pursuing an energy-based approach and investing above its capacity need could lower customer costs by generating excess energy market revenues, there is a significant risk that such an approach could increase customer costs if future energy market conditions vary from modeling assumptions and the additional resources do not produce enough energy revenue to cover their costs.*[16]

Pursuing a new solar or wind resource would also impose significant cost uncertainties on customers. The potential impact of proposed federal tariffs on the cost to construct new or solar resources is unknown but could be significant. There is also uncertainty about the future of the Investment Tax Credit and Production Tax Credit created by the 2022 Inflation Reduction Act that are currently available to new wind and solar resources. Committing to pursue new solar or wind resources for RCPS compliance could lead to substantial costs to customers if the level (or existence) of available tax credits change.

4. OTHER RCPS PROVISIONS

a. Alternative Compliance Payment

To determine the level of the Alternative Compliance Payment ("ACP") for the 2026-2028 compliance period, ENO examined publicly available REC pricing data applicable to resources in MISO or ERCOT from June 2022-May 2025. ENO examined the quoted prices of five REC products: Texas non-Solar Compliance REC, Texas Green-e Eligible Wind REC, M-RETS Compliance REC from CRS Listed Facilities FH, M-RETS Compliance REC from CRS Listed Facilities BH, and Michigan non-Solar REC. As shown in Table 6 below, the highest value over this period among the five products was a $5.25/REC market price for Michigan non-Solar RECs (occurring in July through October 2024).

[15] Entergy New Orleans, LLC, *2024 Integrated Resource Plan*, Docket No. UD-23-01, December 13, 2024, at p. 19.

[16] Entergy New Orleans, LLC, *2024 Integrated Resource Plan*, Docket No. UD-23-01, December 13, 2024, at p. 69.

Table 6: REC Prices, June 2022 through May 2025[17]

Highest REC Price During the Period of:	Jun-Dec 2022	2023	2024	Jan-May 2025
Texas non-Solar REC	$3.15	$3.20	$3.63	$2.13
Texas Green-e Eligible Wind REC	$3.15	$3.20	$3.63	$2.13
M-RETS REC from CRS Listed Facilities FH	$2.60	$3.00	$2.35	$2.30
M-RETS REC from CRS Listed Facilities BH	$3.10	$3.15	$2.75	$2.63
Michigan non-Solar REC	$3.75	$3.10	$5.25	$5.00

As a result, ENO recommends that the ACP be set at $6.04/MWh (equal to 1.15 times $5.25/REC) for the 2026-2028 period.

b. Projected Contribution Towards RCPS Customer Protection Cost Cap

Section 6 of the RCPS rules establishes a Customer Protection Cost Cap "that the Utility shall not exceed to acquire RCPS Compliance Credits. The Customer Protection Cost Cap in any RCPS plan year is one percent (1%) of plan year total utility retail sales revenues, beginning in 2022." Section 4.d of the RCPS rules describes the calculation of RCPS compliance costs that are subject to this Cost Cap as follows:

1) The RCPS Cost of Compliance is calculated as all incremental costs prudently incurred by the Utility in complying with RCPS Section 3, including, but not limited to, the incremental costs of new resources for compliance, the Incremental DSM costs, and other costs related to RCPS compliance. The cost of RECs as allowed through the Banking and Compliance Reserve provision that are applied in the compliance year shall be included in the RCPS Cost of Compliance for that year. The cost of RECs acquired for the Banking and Compliance Reserve provision but not applied in that year shall be treated as working capital and shall not be included in the RCPS Compliance Cost for the compliance year.
2) Incremental costs are the total electric utility revenue requirements associated with the Utility's operations in compliance with the RCPS, less the total electric utility revenue requirements associated with the optimized resource portfolio that may have been in place absent the requirements of the RCPS. The Utility's most recently filed Integrated Resource Plan shall inform the calculation of incremental costs as to the optimized resource portfolio that may have been in place absent the requirements of the RCPS.

ENO calculates the incremental costs of the elements of its proposed additional resources as follows:

[17] From S&P Global Platts, as published in *Megawatt Daily*.

Table 7: Projected Costs Towards Cost Cap

Resource	2026	2027	2028
REC Purchases	As needed	As needed	As needed
Large Event Electrification	$0	$0	$0
SWB Electrification	$0	$0	$0
Community Solar	$0	$0	$0
Net Metered Solar	$0	$0	$0

The cost of any REC purchases needed to ensure RCPS compliance will be counted against the Customer Protection Cost Cap. This amount may be zero if ENO does not need to make any REC purchases to achieve compliance.

ENO's projected retail sales revenues, consistent with BP24 used in the 2024 IRP, are $669 million in 2026, $703 million in 2027, and $737 million in 2028. If this level of revenue were to materialize in any compliance year covered by this plan, the Customer Protection Cost Cap would be set at approximately $6.7 to $7.4 million. While retail sales revenues may differ in 2026-2028, this figure serves as a reasonable proxy and illustrates that this plan is not projected to approach the Customer Protection Cost Cap. Even if ENO purchased unbundled RECs at the price of the proposed ACP up to the limits on unbundled RECs in Section 3.a.5 – 3.a.7 of the RCPS rules, the Customer Protection Cost Cap would not be reached.

ENO will serve SWB under the Large Municipal Electric Service rate schedule, which includes a Monthly Infrastructure Charge to recover the costs of the Sullivan Substation. Therefore, SWB electrification is not expected to have a cost impact on other customers and is not considered to contribute any costs towards the Customer Protection Cost Cap.

c. Limitation on Use of Unbundled RECs

As stated in Section 3.a.5 – 3.a.7 of the RCPS rules, in 2026, 2027, and 2028, not more than 24%, 23%, and 22%, respectively, of compliance shall be through RECs purchased without the associated energy. Based on ENO's projection of Retail Compliance Load, ENO would be permitted to use up to approximately 1 million unbundled RECs.

Table 8: Projected Limit on Unbundled RECs

	2026	2027	2028
Projected Retail Compliance Load MWh	5,815,052	5,858,268	5,921,318
RCPS Requirement	72%	74%	76%
Projected CECs Required	4,186,837	4,335,118	4,500,202
Maximum Compliance with Unbundled RECs	24%	23%	22%
Maximum Number of Unbundled RECs	**1,004,841**	**997,077**	**990,044**

5. CONCLUSION

ENO requests that the Council review this RCPS Compliance Plan Covering Compliance Year 2026-2028, and take the following actions:

a) Approve ENO's proposal to purchase unbundled RECs as needed to achieve compliance with the RCPS;

b) Approve treatment of Large Event Electrification as a Qualified Measure;

c) Approve treatment of Sewerage & Water Board Electrification as a Qualified Measure;

d) Approve treatment of the generation from community solar facilities as RCPS-eligible, and to treat it as a Tier 1 resource;

e) Approve treatment of net metered solar provided by customers to the ENO grid through Channel 2 of these meters as RCPS-eligible, and to treat it as a Tier 1 resource;

f) Establish the ACP for 2026-2028 at $6.04/MWh; and

g) Approve the Tier 3 credit multiplier calculations in Appendix A (for EVCI), Appendix B (for Large Event Electrification) and Appendix C (for SWB Electrification).

APPENDIX A – EVCI Credit Calculation

Similar to the calculation proposed in ENO's *Compliance Plan Covering Compliance Years 2023-2025* and approved by the Council in Resolution No. R-22-525, ENO presents its calculation of the number of CECs to be provided for each megawatt-hour of beneficial electrification from ENO's public charging stations installed through funding approved by the Council in its 2018 rate case. Table A-1 below shows the appropriate credit rate to be 2.13, 2.15, and 2.17 CECs per MWh electrified for 2026, 2027, and 2028, respectively. The total number of CECs counted in each annual compliance demonstration will be equal to the annual credit rate in row 12 of Table A-1 multiplied by the actual metered consumption at the EV charging stations.

Table A-1: Net CO_2 Emissions Reductions per MWh of Electric Vehicle Charging

Electric Emissions from 1 MWh of EV Charging:		**2026**	**2027**	**2028**	
(1)	Average Electric Vehicle Efficiency[18,19]	0.28	0.28	0.28	kWh/mi
(2) = 1,000/[**1**]	Miles of Gasoline-Powered Travel Avoided per MWh of EV Charging	3,600	3,600	3,600	mi/MWh
(3)	Approximate MISO South Marginal Emission Rate	1,200	1,200	1,200	lbs/MWh
(4)	RCPS Requirement	72%	74%	76%	%
(5) =(100%–[**4**]) * [**3**]	Approximate Electric Sector Emissions Increase per 3,600 miles, or 1 MWh of EV Charging	336	312	288	lbs/MWh

Non-Electric Emissions Avoided with 1 MWh of EV Charging:		**2026**	**2027**	**2028**	
(6)	Average Fuel Economy of U.S. Passenger Cars[20]	24.4	24.4	24.4	mi/gal
(7)	CO_2 Content of Gasoline[21]	8.887	8.887	8.887	kg/gal
(8) = [**7**] / [**6**] * 2.205	Per mile CO_2 Content of Gasoline	0.803	0.803	0.803	lbs/mi
(9) = [**8**] * [**2**]	CO_2 Emissions Avoided from Gasoline Vehicle per 3,600 miles (or 1 MWh of EV Charging)	2,891	2,891	2,891	lbs/MWh

Net CO_2 Emissions Avoided per MWh of EV Charging:		**2026**	**2027**	**2028**	
(10) = [**9**]–[**5**]	Net CO_2 Emissions Reduction per MWh of EV Charging	2,555	2,579	2,603	lbs/MWh
(11) = [**3**]	Expected CO_2 Emissions Reduction per CEC	1,200	1,200	1,200	lbs/MWh
(12) = [**10**]/[**11**]	**EV Charging CECs per MWh Electrified**	**2.13**	**2.15**	**2.17**	**CEC/MWh**

[18] U.S. Department of Energy, *Data Sources and Assumptions for the Electricity Sources and Fuel-Cycle Emissions Tool* https://afdc.energy.gov/vehicles/electric-emissions-sources.

[19] Improved electric vehicle efficiency (0.28 kWh/mi, updated from an 0.30 kWh/mi assumed previously), coupled with higher RCPS Requirements in line 4, accounts for the majority of the change to the EVCI CEC/MWh rate presented in this compliance plan compared to ENO's 2023-2025 Compliance Plan.

[20] "Average Fuel Economy by Major Vehicle Category," U.S. Department of Energy's Alternative Fuels Data Center, https://afdc.energy.gov/data/10310

[21] "Greenhouse Gas Emissions from a Typical Passenger Vehicle," U.S. EPA, https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle

APPENDIX B – Large Event Electrification Credit Calculation

ENO presents its calculation of the number of CECs to be provided for each megawatt-hour of beneficial electrification from large event electrification to be treated as a Tier 3 resource. This electrification project avoids the use of small, high-emitting diesel generators within Orleans Parish. The credit rate calculation is centered around carbon dioxide emissions reductions, although this electrification also delivers significant benefits from the reduction of surface-level air pollutants like particulate matter, sulfur dioxide, and nitrous oxides. The structure of the credit rate calculation is similar to that proposed in ENO's *RCPS Compliance Demonstration Report Covering 2024* and that used in Appendix A for crediting Electric Vehicle Charging Infrastructure.

Table B-1: Preliminary CEC Credit Rate for Large Event Electrification

		2026	2027	2028	
(1)	Fuel Consumption Rate, 60 kW diesel generator[22]	4.8	4.8	4.8	gal/hr
(2) =[**1**] / 0.06	Diesel Fuel Consumed per MWh	80	80	80	gal/MWh
(3)	CO_2 Content of Diesel Fuel[23]	10.18	10.18	10.18	kg/gal
(4) = [**2**]*[**3**] * 2.205	CO_2 Emissions Avoided from Diesel Generator	1,796	1,796	1,796	lbs/MWh
(5)	RCPS Requirement	72%	74%	76%	
(6)	Approximate MISO South Marginal Emission Rate	1,200	1,200	1,200	lbs/MWh
(7) = (100%–[**5**])*[**6**]	Approximate Electric Sector Emissions Increase from Incremental Electric Demand	336	312	288	lbs/MWh
(8) =([**4**]–[**7**])	Net Emissions Reduction from Large Event Electrification	1,460	1,484	1,508	lbs/MWh
(9) = [**6**]	Expected CO_2 Emissions Reduction per CEC	1,200	1,200	1,200	lbs/CEC
(10) = [**8**] / [**9**]	**Large Event Electrification CECs per MWh Electrified**	**1.22**	**1.24**	**1.26**	**CEC/MWh**

ENO would receive 1.22-1.26 CECs for every megawatt-hour of electrified demand during large events when diesel generation would otherwise have been used. If the electrified demand is separately metered, ENO will apply the credit rate to the metered electrified demand. If the electrified demand is behind an existing meter and not separately metered, ENO will estimate the electrified demand based on the size of the diesel generator that would have been used otherwise and the duration of its avoided operation.

[22] "Approximate Diesel Fuel Consumption Chart," Generator Source, 60 kW generator at full load https://www.generatorsource.com/Diesel_Fuel_Consumption.aspx

[23] "Greenhouse Gas Equivalencies Calculator," U.S. EPA, https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator-calculations-and-references

APPENDIX C – Sewerage & Water Board Electrification Credit Calculation

In conjunction with the demonstration that SWB electrification meets the requirements for a Qualified Measure in Section 3.c. of this Compliance Plan, ENO presents its calculation of the number of CECs to be provided for each megawatt-hour of electrified demand that otherwise would have been self-generated by the SWB. Table C-1 below shows a calculation of the appropriate credit rate based on the net CO_2 emissions reduction of each electrified MWh. This credit rate is equal to 4.62, 4.64, and 4.66 CECs per MWh electrified for 2026, 2027, and 2028, respectively. The total number of CECs counted in each annual compliance demonstration will be equal to the annual credit rate in row 13 of Table C-1 multiplied by the actual metered consumption of the newly electrified SWB demand.

Table C-1: Net CO_2 Emissions Reductions per MWh of SWB Electrification

Non-Electric Emissions Avoided from 1 MWh of SWB Electrification:		**2026**	**2027**	**2028**	
(1)	Average Annual Natural Gas Consumption, 2011-2020[24]	1,729,869	1,729,869	1,729,869	MCF
(2) = [**1**]*120.85 /2,000	Average Annual CO_2 Emissions from Natural Gas Consumption, 2011-2020[25]	104,527	104,527	104,527	Tons CO_2
(3)	Average Annual Fuel Oil Consumption, 2011-2020[26]	8,682	8,682	8,682	Gallons
(4) = [**3**]*22.45 /2,000	Average Annual CO_2 Emissions from Fuel Oil Consumption, 2011-2020[27]	97	97	97	Tons CO_2
(5) = [**2**] + [**4**]	Average Annual CO_2 Emissions from SWB Self-Generation, 2011-2020	104,625	104,625	104,625	Tons CO_2
(6)	Average Annual Self-Generation, 2011-2020[28]	35,570	35,570	35,570	MWh
(7) = [**5**] / [**6**] * 2,000	Average CO_2 Emissions Rate from SWB Self-Generation	5,883	5,883	5,883	lbs/MWh

Electric Emissions with 1 MWh of SWB Electrification:		**2026**	**2027**	**2028**	
(8)	Approximate MISO South Marginal Emission Rate	1,200	1,200	1,200	lbs/MWh
(9)	RCPS Requirement	72%	74%	76%	%
(10) =(100%–[**9**]) * [**8**]	Approximate Electric Sector Emissions Increase per MWh of SWB Electrification	336	312	288	lbs/MWh

[24] Sewerage and Water Board of New Orleans, Louisiana, *Comprehensive Annual Financial Report for the years ended December 31, 2020 and 2019*, p.IV-6.

[25] Using conversion factors from U.S. Energy Information Agency, *Carbon Dioxide Emissions Coefficients by Fuel,* https://www.eia.gov/environment/emissions/co2_vol_mass.php

[26] Sewerage and Water Board of New Orleans, Louisiana, *Comprehensive Annual Financial Report for the years ended December 31, 2020 and 2019*, p.IV-6.

[27] Using conversion factors from U.S. Energy Information Agency, *Carbon Dioxide Emissions Coefficients by Fuel,* https://www.eia.gov/environment/emissions/co2_vol_mass.php

[28] Sewerage and Water Board of New Orleans, Louisiana, *Comprehensive Annual Financial Report for the years ended December 31, 2020 and 2019*, p. IV-6.

Net CO_2 Emissions Avoided per MWh of SWB Electrification:		**2026**	**2027**	**2028**	
(11) = [**7**]–[**10**]	Net CO_2 Emissions Reduction per MWh of SWB Electrification	5,547	5,571	5,595	lbs/MWh
(12) = [**8**]	Expected CO_2 Emissions Reduction per CEC	1,200	1,200	1,200	lbs/MWh
(13) = [**11**]/[**12**]	**SWB CECs per MWh Electrified**	**4.62**	**4.64**	**4.66**	**CEC/MWh**

Kevin T. Boleware
Manager – Regulatory Affairs
Entergy New Orleans, LLC
504-670-3673 | kbolewa@entergy.com
1600 Perdido Street, New Orleans, LA 70112

August 11, 2025

VIA ELECTRONIC MAIL ONLY
Clerk of Council
Council of the City of New Orleans
Room 1E09, City Hall
1300 Perdido Street
New Orleans, Louisiana 70112

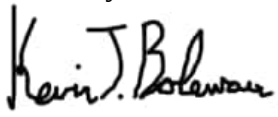
Re: Filing of Entergy New Orleans, LLC's Energy Smart Program Year 14 Annual Report and Evaluation, Measurement and Verification Report (Resolutions R-11-52, R-22-523; UD-08-02, UD-20-02, UD-23-01)

Dear Clerk of Council,

On February 3, 2011, the Council of the City of New Orleans ("Council") adopted Resolution R-11-52 requiring periodic reports regarding Energy Smart to be filed with the Council. Resolution R-22-523, adopted on December 15, 2022, approved the continuance of Energy Smart for Program Years 13 and 14. Council Resolution R-22-523 further approved APTIM, Environmental and Infrastructure ("APTIM"), National Theater for Children ("NTC"), Sagewell, Inc. ("Sagewell") and Honeywell Smart Energy ("Honeywell") as the Third-Party Administrators, and ADM Associates, Inc. as the Third-Party Evaluator for the programs.

On behalf of APTIM, NTC, Sagewell, Honeywell and ADM, Entergy New Orleans, LLC submits this Energy Smart Program Year 14 Annual Report and Annual Evaluation, Measurement and Verification Report for the period of January 1, 2024 to December 31, 2024 and requests that you file this submission in accordance with Council regulations. Should you have any questions regarding this filing, please contact my office at (504) 670-3673.

Sincerely,



Kevin T. Boleware

Enclosure

cc: Official Service List UD-08-02, UD-20-02 and UD-23-01 *(via electronic mail)*

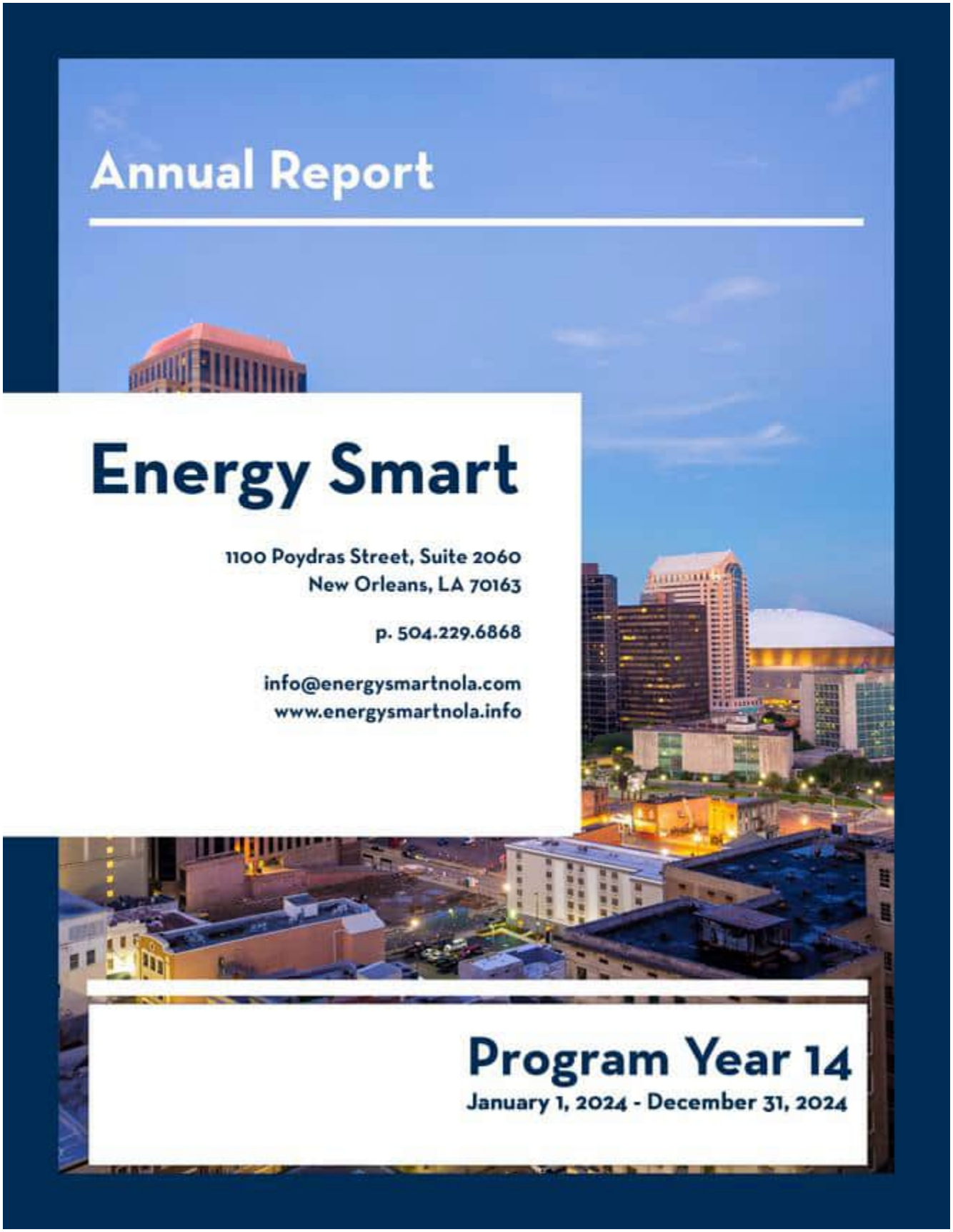

Annual Report
Energy Smart
1100 Poydras Street, Suite 2060
New Orleans, LA 70163
p. 504.229.6868
info@energysmartnola.com
www.energysmartnola.info
Program Year 14
January 1, 2024 - December 31, 2024

Table of Contents

I. **Executive Summary 6**
- Staff List 7
- Offerings Overview 9

II. **Program Performance & Activity 10**

III. **Residential Portfolio Performance 15**

IV. **Home Performance with ENERGY STAR® 16**
- Offering Description 16
- Offering Highlights 16
- Offering Budget and Savings 18
- Planned or Proposed Changes 18

V. **Retail Lighting & Appliances 19**
- Offering Description 19
- Offering Highlights 19
- Offering Budget and Savings 20
- Planned or Proposed Changes 20

VI. **Multifamily Solutions 21**
- Offering Description 21
- Offering Highlights 21
- Offering Budget and Savings 22
- Planned or Proposed Changes 22

VII. **Income-Qualified Weatherization 23**
- Offering Description 23
- Offering Highlights 23
- Offering Budget and Savings 25
- Planned or Proposed Changes 25

VIII. **A/C Solutions 26**
- Offering Description 26
- Offering Highlights 26
- Offering Budget and Savings 26

Planned or Proposed Changes 27
IX. Appliance Recycling & Replacement Pilot 28
Offering Description 28
Offering Highlights 28
Offering Budget and Savings 28
Planned or Proposed Changes 28
X. School Kits & Education 29
Offering Description 29
Offering Highlights 29
Educational Outreach 30
Offering Budget and Savings 30
Planned or Proposed Changes 30
XI. Behavioral Energy Efficiency 31
Offering Description 31
Offering Highlights 31
Offering Budget and Savings 32
Planned or Proposed Changes 32
XII. EasyCool for Residents 33
Offering Description 33
Offering Highlights 33
Offering Budget and Savings 35
Planned or Proposed Changes 35
XIII. Peak Time Rebate Pilot 36
Offering Description 36
Offering Highlights 36
Offering Budget and Savings 36
Planned or Proposed Changes 37
XIV. Residential Battery Energy Storage Pilot 38
Offering Description 38
Offering Highlights 38
XV. Bring Your Own Charger (BYOC) 39
Offering Description 39
Offering Highlights 39
Offering Budget and Savings 40
Planned or Proposed Changes 40
XVI. Commercial & Industrial Portfolio Performance 42

XVII. **Small Commercial & Industrial Solutions 43**
Offering Description 43
Offering Highlights 43
Offering Budget and Savings 45
Planned or Proposed Changes 45
XVIII. **Large Commercial & Industrial Solutions 46**
Offering Description 46
Offering Highlights 46
Offering Budget and Savings 47
Planned or Proposed Changes 48
XIX. **Publicly Funded Institutions 49**
Offering Description 49
Offering Highlights 49
Offering Budget and Savings 50
Planned or Proposed Changes 51
XX. **New Construction Code Compliance 52**
Offering Description 52
Offering Highlights 52
Offering Budget and Savings 52
Planned or Proposed Changes 53
XXI. **Large Commercial & Industrial Demand Response 54**
Offering Description 54
Offering Highlights 54
Offering Budget and Savings 54
XXII. **Marketing, Outreach & Engagement 55**
Energy Smart Website Redesign 55
Energy Smart Trade Ally Marketing Incentive Bonus 55
Residential Marketing and Outreach 55
Highlights 55
Marketing Collateral 68
Marketing Tactics 69
Residential Customer Satisfaction 70
Planned or Proposed Changes 73
Commercial Marketing and Outreach 74
Highlights 74
XXIII. **Trade Allies 102**

Overview 102
Commercial & Industrial Trade Ally Network 103
Residential Trade Ally Network 104
Commercial & Industrial Trade Ally Advisory Group 104
Contractor Engagement 105
Contractor Participation 106
Planned or Proposed Changes 106
XXIV. Program Training 107
Audiences Trained 107
Training Topics 107
Market Segmentation Training Highlights 109
Training Objective 109
XXV. Initiatives 110
Supplier Diversity & Inclusion 110
Workforce Development 110
XXVI. Incentive Budget Highlights 113
XXVII. Net Savings Summary 115
XXVIII. Appendices 117

Executive Summary

The Energy Smart Program (Program) was developed by the New Orleans City Council (Council), is administered by Entergy New Orleans, LLC (ENO) and is implemented by APTIM, the Third-Party Administrator (TPA). This report contains performance data and activities for the Program period of January 1, 2024 - December 31, 2024. This report contains data on the Program and evaluation results from ENO's Third-Party Evaluator's (TPE) Evaluation, Measurement and Verification (EM&V) report. This report includes verified gross savings and net savings.

To ensure success in current and future programs, APTIM and ENO have engaged several subcontractors with extensive experience in energy efficiency programs and in the New Orleans market to implement the program, including:

- ILSI Engineering
- Legacy Professional Services
- Melara Enterprises
- Green Coast Enterprises
- Thrive New Orleans
- Franklin Energy Services
- EnergyHub
- Harris Energy Solutions
- Honeywell
- MD Energy Advisors
- Sagewell
- National Theatre for Children (NTC)

This report contains data on the Energy Smart program offerings, including:

- A summary of activities by offering;
- kWh savings achieved, kW reduction and incentives spent;
- Marketing, outreach, and engagement;
- Training and workforce development activities; and
- Supplier diversity highlights.

Staff List

Name	Title	Company	Location
Dan Reese	Director of Energy Programs	APTIM	Portland, OR
Michelle Krueger	Program Director	APTIM	New Orleans, LA
Alicia Renner	Sr. Director of Marketing	APTIM	Remote, MI
Megan Sykes	Marketing Manager	APTIM	Baton Rouge, LA
John Krzystowczyk	Commercial Program Manager	APTIM	New Orleans, LA
Elsie Kuczynski	Residential Program Manager	APTIM	St. Louis, MO
Katie Nash	Operations Manager	APTIM	Pearl River, LA
Dawn Ellerd	Marketing & Outreach Lead	APTIM	New Orleans, LA
Reagan Gill	Marketing Communications Specialist	APTIM	Dallas, TX
Kevin Fitzwilliam	Training & Development Specialist	APTIM	New Orleans, LA
Spencer Kurtz	Sr. Energy Engineer	APTIM	Charlotte, NC
Michael Slaughter	Finance	APTIM	Baton Rouge, LA
Nick Bengtson	Sales Executive	EnergyHub	Brooklyn, NY
Nathan Meadows	Client Success Manager	EnergyHub	Brooklyn, NY
Nate Wolf	Residential Program Manager	Franklin Energy Services	New Orleans, LA
Amber Lindh-Porcaro	Residential Program Manager, Retail	Franklin Energy Services	Milwaukee, WI
Alan Mitchell	Field Manager	Franklin Energy Services	New Orleans, LA
Amanda Welch	Operations Analyst	Franklin Energy Services	Milwaukee, WI
Kathryn Piacentino	Client Marketing Manager	Franklin Energy Services	Rochester, NY
Daniel Franklin	Operations Manager	Franklin Energy Services	New Orleans, LA
James Herman	Operations Analyst	Franklin Energy Services	New Orleans, LA
Dwayne Haley	Energy Advisor	Franklin Energy Services	New Orleans, LA
Jackie Dadakis	Chief Operating Officer	Green Coast Enterprises	New Orleans, LA
Joe Ryan	Director of Energy Services	Green Coast Enterprises	New Orleans, LA
John Eskew	Energy Management Specialist	Green Coast Enterprises	New Orleans, LA
Brandon Brown	Energy Management Specialist	Green Coast Enterprises	New Orleans, LA
Jessica Harris	President	Harris Energy Solutions	Austin, TX
Deng Lin	Director	Harris Energy Solutions	Austin, TX
Iam Tucker	President & CEO	ILSI Engineering	New Orleans, LA
Keeley Evans	Project Specialist	ILSI Engineering	New Orleans, LA
Gill Page	Energy Engineer	ILSI Engineering	New Orleans, LA
Charles Greer	Industrial Energy Advisor	ILSI Engineering	New Orleans, LA
Alcide Tervalon III	Principal	Legacy Professional	New Orleans, LA
Anthony Phillips	Project Analyst	Legacy Professional	New Orleans, LA
Iryell Richard	Small Commercial Project Coordinator	Legacy Professional	New Orleans, LA
Denzel Harry	Energy Advisor	Legacy Professional	New Orleans, LA
Louis Bart	Field Manager	Legacy Professional	New Orleans, LA
Keith Ridgley	Residential QA/QC	Legacy Professional	New Orleans, LA
Derrick Hammond	Energy Advisor	Legacy Professional	New Orleans, LA
Larry Tervalon	Energy Advisor	Legacy Professional	New Orleans, LA
Vindocto Torns	Energy Advisor	Legacy Professional	New Orleans, LA
Brandon Barbre	Energy Advisor	Legacy Professional	New Orleans, LA
Wilbert Curtis	Recycling Specialist	Legacy Professional	New Orleans, LA

Rosane Archery-McGowan	C&I Energy Advisor	MD Energy Advisors	New Orleans, LA
Layne Carroll	C&I Energy Advisor	MD Energy Advisors	New Orleans, LA
Reilly Cavanaugh	C&I Energy Advisor	MD Energy Advisors	New Orleans, LA
Nikki Swoboda	Director, Marketing	NTC	Minneapolis, MN
Leititia Bailey	Director, School Outreach	NTC	Minneapolis, MN
Becca Hanson	Manager, School Outreach	NTC	Minneapolis, MN
John Trones	Director, Creative Services	NTC	Minneapolis, MN
Seth Campbell	Manager, Creative Services	NTC	Minneapolis, MN
Bill Turner	Director, IT	NTC	Minneapolis, MN
Melissa Kim	Data Administrator, Marketing	NTC	Minneapolis, MN
Derek Meyer	Director, School Success	NTC	Minneapolis, MN
Sophie Stenchmann	Actor-Educator, Live Tour	NTC	Meraux, LA
Andrew Wright	Actor-Educator, Live Tour	NTC	New Orleans, LA
Psytia Jordan	Owner, Universal Printing	Universal	New Orleans, LA
Simran Kohli	CFO, Greenlite USA	Greenlite	Atlanta, GA
Gary Smith	President	Sagewell, Inc.	Charlotte, NC
Josh Cantor	Energy Analyst	Sagewell, Inc.	Boston, MA
Jim Sheehan	Senior Data Analyst	Sagewell, Inc.	Boston, MA
Amanda Richards	Program Manager	Honeywell	Boise, ID
Craig Henry	Solutions Manager	Honeywell	San Antonio, TX
Jacqueline Chen	Project Manager	Honeywell	New Haven, CT
Benjamin Cavell	Outreach Manager	Honeywell	New Orleans, LA
Keith Grant	Project Engineer	Honeywell	Northford, CT
Erin Palmintier-Pou	Chief Digital & Strategy Officer	Melara Enterprises	Baton Rouge, LA
Taylor Gust	Director	Melara Enterprises	Baton Rouge, LA
Tim Coles	Creative Director	Melara Enterprises	Baton Rouge, LA
Chuck Morse	Executive Director	Thrive New Orleans	New Orleans, LA
Alexandria Patin	Workforce/Engagement Manager	Thrive New Orleans	New Orleans, LA
Alexis Kyman	Chief Strategy Officer	Thrive New Orleans	New Orleans, LA

Offerings Overview

Residential

Energy Efficiency

- Home Performance with ENERGY STAR®
- Retail Lighting & Appliances
- Income-Qualified Weatherization
- A/C Solutions
- Multifamily Solutions
- Appliance Recycling & Replacement Pilot
- School Kits & Education
- Behavioral Energy Efficiency

Demand Response

- EasyCool, Bring Your Own Thermostat (BYOT)
- Peak Time Rebate Pilot
- Residential Battery Energy Storage Pilot
- EV Charging DR, Bring Your Own Charger (BYOC)

Commercial & Industrial

Energy Efficiency

- Small Commercial & Industrial Solutions
- Large Commercial & Industrial Solutions
- Publicly Funded Institutions
- Commercial & Industrial Construction Solutions

Demand Response

- Large Commercial Automated Demand Response (ADR)



PROGRAM PERFORMANCE & ACTIVITY

Program Performance and Activity

Table 2.1

	kWh SAVINGS	kWh GOAL*	% TO GOAL	kW SAVINGS	kW TARGET*	% TO TARGET	INCENTIVES	BUDGET	% TO BUDGET
Commercial & Industrial - Energy Efficiency	34,747,482	71,971,862	48%	5,486.59	9,787.00	56%	$5,170,237	$9,048,098	57%
Commercial & Industrial - Demand Response	36,961	-	N/A	2,494.77	8,870.00	28%	$146,139	$532,200	27%
Residential - Energy Efficiency	33,671,147	35,802,792	94%	9,589.89	2,779.00	345%	$5,336,235	$5,760,811	93%
Residential - Demand Response	12,796	-	N/A	8,014.38	13,723.00	58%	$359,853	$568,275	63%
Total	68,468,386	107,774,654	63%	25,585.64	35,159.00	73%	$11,012,464	$15,909,384	69%

** Goals are reflective of the Energy Smart Implementation Plan PY13-15.*

Table 2.1 above shows savings achieved and incentives spent from January 1, 2024, through December 31, 2024.

Table 2.2

GROSS DEMAND REDUCTION (KW)	GROSS ANNUAL ENERGY SAVINGS (KWH)	TOTAL PROGRAM EXPENDITURES	TRC (B/C RATIO)	UCT (B/C RATIO)
25,585.27	68,468,386	$18,678,943	1.12	1.23

Residential Summary

The Energy Smart Residential Portfolio achieved 33,683,943 in kWh savings and reached 94% of the energy savings goal. Multifamily Solutions had a strong start in PY14, completing 10 of 14 properties by the mid-year point. Property managers had more flexibility to work with the program team and the trade allies in gaining access to their properties earlier in the year. A/C Solutions began the year with robust participation in single family homes, and A/C tune ups were recommended at several Multifamily Solutions properties which helped provide a strong start to the year in A/C Solutions savings. A/C Solutions also performed well once the warmer weather months took hold through Q3.

The Income-Qualified Weatherization and Home Performance with ENERGY STAR® offerings were closely aligned in performance and ramped up from Q2 through the end of the year. With mild temperatures and lower energy bills, Q1 and early Q2 enrollment was initially slow. The program team anticipated increased demand in the whole-home programs as temperatures and bills increased during the summer months. The program team's focus on Multifamily Solutions in Q1 and Q2 supported better utilization of staffing resources which opened up the second half of the year for strong results in Home Performance with ENERGY STAR® and Income-Qualified Weatherization.

The Behavioral offering reached more customers than ever before with revamped cohorts that were designed for PY14 and beyond. This cohort refresh allowed increased treatment of the Entergy New Orleans customer base by almost triple, which led to higher claimable savings due to larger recipient volume and greater statistically valid dataset for evaluation. This offering sent over 120,000 Home Energy Reports in PY14.

The Retail Lighting and Appliance offering saw a slow start in the first half of the year due to the impact of the Energy Independence and Security Act (EISA) on in-store lighting discounts. Lighting kits were also eliminated due to this change in legislation. In an attempt to make up for those lost savings, the program team shifted to a free air purifier promotion to increase traffic to the Online Marketplace. Due to a strong opportunity through social media, the air purifiers took off in the middle of the year and were very successful through the last campaign that ended in December. Air purifiers helped lift the offering over the goal for the entire year. In addition to air purifiers, smart thermostats also made up a large portion of the goal. Customers had the option to enroll in the EasyCool demand response offering when they purchased a smart thermostat. ENERGY STAR® rated refrigerators were the leading rebate submitted for appliances.

Commercial & Industrial Summary

The Commercial & Industrial (C&I) Portfolio achieved 34,784,443 kWh in verified gross kWh savings and reached 48% of the goal in PY14. While the percentage to the C&I goal decreased, the actual achieved kWh savings increased by more than 8.2 million kWh from PY13. The number of completed C&I projects also saw a very significant increase with 242 C&I projects completed in PY13 and 545 projects completed in PY14. The Energy Smart team was also successful in distributing more incentive dollars to Entergy New Orleans customers with over $2 million more incentive dollars paid in PY14 compared to PY13.

The Energy Smart team focused efforts on: ramping up direct marketing to C&I customers, maintaining consistent incentive levels throughout the program year, increasing the number of Small Business Energy Assessments and providing leads to trade allies who continue to express desire for program outreach assistance in Orleans Parish. The marketing team prioritized increasing overall website inquiry form submissions in PY14, especially amongst small business customers who received targeted communications encouraging them to participate in the Small Business Energy Assessment offering.

PY14 saw C&I webform submissions increase 64% from the previous program year. Small Business Energy Assessment webform submissions increased by 153% in PY14. Marketing staff utilized messaging that resonated with small business customers to successfully increase the number of Small Business Energy Assessments from 130 in PY13 to 241 in PY14. These Small Business Energy Assessments are critical in delivering immediate savings at no cost to small business customers while identifying follow-up measures that can be completed by Energy Smart trade allies. These follow-up measures were documented by Energy Smart staff and distributed to Small Business Direct Install trade allies who may offer these measures to the customer at no cost. In addition to an increase in Small Business Energy Assessments, the Energy Smart team was also able to increase the number of website inquiry form submissions resulting in Large C&I projects by more than 25% over PY13 totals.



RESIDENTIAL OFFERINGS

Residential Portfolio Performance

Table 3.1

RESIDENTIAL OFFERING	kWh SAVINGS	kWh GOAL*	% TO GOAL	kW SAVINGS	kW GOAL*	% TO GOAL	INCENTIVES	BUDGET	% TO BUDGET
HOME PERFORMANCE WITH ENERGY STAR	3,748,121	3,404,313	110%	1,263.71	966	131%	$985,388	$1,201,285	82%
RETAIL LIGHTING & APPLIANCES	2,177,373	1,558,999	140%	232.10	16	1451%	$938,236	$636,916	147%
MULTIFAMILY SOLUTIONS	2,650,261	2,526,471	105%	801.60	145	553%	$612,533	$677,909	90%
INCOME QUALIFIED WEATHERIZATION	3,598,721	3,220,972	112%	2,556.17	66	3873%	$1,954,318	$1,679,571	116%
A/C SOLUTIONS	4,210,803	3,322,555	127%	1,861.19	1,453	128%	$673,431	$1,239,987	54%
APPLIANCE RECYCLING & REPLACEMENT	188,069	1,785,774	11%	23.29	26	90%	$88,450	$226,543	39%
SCHOOL KITS & COMMUNITY OUTREACH	707,601	797,089	89%	86.84	107	81%	$83,880	$98,600	85%
BEHAVIORAL ENERGY EFFICIENCY	16,390,198	19,186,619	85%	2,765.00	0	N/A	$0	$0	N/A
EASYCOOL BYOT	0	0	N/A	6,251.00	11,600	54%	$229,825	$340,000	68%
PEAK TIME REBATE PILOT	12,796	0	N/A	1,283.00	998	129%	$82,100	$67,475	122%
EV CHARGING PILOT	0	0	N/A	97.21	1,125	9%	$13,727	$58,800	23%
RESIDENTIAL BATTERY PILOT	0	53,347	0%	383.17	0	N/A	$34,201	$102,000	34%
TOTAL	33,683,943	35,856,139	94%	17,604.27	16,502	107%	$5,696,088	$6,329,086	90%

**Goals are reflective of the Energy Smart Implementation Plan PY13-15.*

Home Performance with ENERGY STAR®

Offering Description

This offering achieves long term, significant cost-effective electric savings through the use of local auditors and contractors who help residential customers analyze their energy use and identify opportunities to improve efficiency, install low-cost energy-saving measures, and identify and implement more comprehensive home efficiency projects. The offering includes a home energy assessment which may also recommend follow up measures to be completed by trade ally contractors. The home energy assessment includes a walk-through inspection and direct installation of low-cost measures such as LED lighting, high-efficiency showerheads and water aerators, smart power strips, pipe wrap and smart thermostats. The home energy assessment may recommend follow-up measures which require diagnostic testing to achieve deeper savings in the home. Follow-up measures, completed by an Energy Smart approved trade ally, include attic insulation, air conditioning tune-up, air sealing, and duct sealing. This offering also includes an energy- saving kit component offered through the Online Marketplace, which provides an easy customer entry point.

To meet the needs of New Orleans' unique housing stock of double shot-gun homes and smaller multifamily configurations, the Home Performance offering includes all buildings with four or fewer units. Structures of this size and construction type often behave and function more like single-family homes, with owners often occupying one of the units, thus minimizing the split-incentive barrier.

Offering Highlights

The Home Performance with ENERGY STAR® offering achieved 3,748,121 in kWh savings, reaching 110% of the goal. The Energy Smart team conducted 1,190 assessments throughout the year. Direct-install measures accounted for 22% of these savings, while retrofit measures like attic, air, and duct sealing, implemented by trade allies, generated the remaining 78%. This measure mix resulted in an impressive average savings of 3,154 kWh per customer. Trade ally referrals, community outreach, and organic marketing proved to be strong lead sources. Notably, enrollments surged with rising temperatures and increased cooling demands.

To further optimize performance, the program team introduced a "deferral" tracking system in 2024. This system helps to identify and understand why trade ally follow up measures are not recommended during home energy assessments for deeper energy savings in customer homes. Key reasons for these deferrals included customer refusal, the need for pre-existing building envelope repairs, or instances where a measure did not meet the program's specific thresholds for recommendation.

Table 4.1

Measure	Answer ↓	%
A/C Tune Up	**This measure was recommended during home assessment**	**68.06%**
A/C Tune Up was not recommended because:	Customer Refused	20.00%
	Does Not Meet Program Threshold for Recommendation	8.68%
	No Central A/C	3.10%
	Electrical Repair Needed	0.16%
Air Sealing	**This measure was recommended during home assessment**	**98.45%**
Air Sealing was not recommended because:	Does Not Meet Program Threshold for Recommendation	1.24%
	Customer Refused	0.16%
	Building Envelope Repair Needed	0.16%
Attic Insulation	**This measure was recommended during home assessment**	**70.39%**
Attic Insulation was not recommended because:	Does Not Meet Program Threshold for Recommendation	28.99%
	Health Might be Negatively Affected by Installation	0.31%
	Illegal Activity Concerns	0.16%
	Building Envelope Repair Needed	0.16%
Duct Sealing	**This measure was recommended during home assessment**	**83.10%**
Duct Sealing was not recommended because:	Does Not Meet Program Threshold for Recommendation	13.64%
	Customer Refused	3.10%
	Health Might be Negatively Affected by Installation	0.16%

Offering Budget and Savings

Table 4.2

MEASURE	COUNT OF MEASURES	GROSS kWh SAVINGS	% OF kWh CONTRIBUTION
Advanced Power Strip	1,387	330,479	9%
Air Infiltration	638	975,729	26%
Assessment	1,190	N/A	0%
Ceiling Insulation	41	74,825	2%
Custom	1	N/A	0%
Duct Sealing	750	1,986,872	53%
Faucet Aerator	349	10,669	0%
LED 11W A-Type (Standard)	88	2,873	0%
LED 11W BR30 (Specialty)	862	37,327	1%
LED 15W A-Type (Outdoor) (Standard)	11	2,162	0%
LED 15W PAR38 (Outdoor) (Specialty)	351	75,098	2%
LED 5W Candelabra (Specialty)	1,663	45,360	1%
LED 6W Globe (Specialty)	172	4,642	0%
LED 8W BR30 (Specialty)	159	7,134	0%
LED 9W A-Type (Outdoor) (Standard)	9	1,399	0%
LED 9W A-Type (Standard)	1,708	45,016	1%
Low-Flow Showerhead	265	53,924	1%
Smart Thermostat	217	73,994	2%
Water Heater Pipe Insulation	628	20,617	1%
TOTAL	**10,489**	**3,748,121**	**100%**

Table 4.3

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$985,388	$1,201,285	82%	3,748,121	1,263.71

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

In planning for PY15, the program team had to account for the loss of savings from lighting, which will phase out June 30, 2025. This is due to the Energy Independence and Security Act that sunset LED lighting in the program. Updated calculations in the latest TRM for smart thermostats has drastically increased the savings potential of the measure and it will be a continued focus of the program team to maximize installs and cross promote the EasyCool Demand Response offering.

Retail Lighting & Appliances

Offering Description

The objective of the Retail Lighting and Appliance offering is to increase awareness and sales of efficient lighting and appliances to Entergy New Orleans residential population. This offering provides customers the opportunity to purchase a variety of discounted products that are ENERGY STAR qualified or better. The Energy Smart Online Marketplace features energy efficiency products with discounted prices. This allows ENO customers to purchase energy efficiency products online and have them shipped directly to their homes.

Offering Highlights

- Reached 140% of goal, achieved 2,117,373 kWh
- Achieved 232.10 kW
- 17 stores participated

Table 5.1

PARTICIPATION TYPE	
In-Store	**Count**
Lighting – packs sold	4,432
Online Marketplace	
Advanced Power Strips	111
Air purifiers	4,059
Smart Thermostats	761
Smart Thermostat Accessories	27
Insulation	25
Lighting	22
Water Savers	103
Mail-In Rebates	
Pool Pump	6
Heat Pump Water Heater	11
Refrigerator	177
Window Ac	70
Water Cooler	1
Smart thermostat	141
Freezer	5
Portable dehumidifier	29
Air purifier	15

Table 5.2 Participating Retailer

RETAIL COMPANY	SUPPORTED RETAIL PROGRAMS		ADDRESS
	Lighting	Appliances	
Best Buy		X	1138 S. Clearview Pkwy.
Comeaux Furniture & Appliances		X	3949 Euphrosine St.
Costco		X	3900 Dublin St.

RETAIL COMPANY	SUPPORTED RETAIL PROGRAMS		ADDRESS
	Lighting	Appliances	
Dollar Tree #4948	X		3771 General DeGaulle Dr.
Dollar Tree #5347	X		11701 Morrison Rd.
Dollar Tree #5751	X		4115 S. Carrollton Ave.
Dollar Tree #6333	X		9671 Chef Menteur Hwy
Dollar Tree #6987	X		4023 Behrman Pl.
Habitat for Humanity ReStore	X		2900 Elysian Fields Ave.
Home Depot #352		X	12300 I-10 Service Rd.
Home Depot #385		X	1100 S. Claiborne Ave.
Lowe's		X	2501 Elysian Fields Ave.
The Green Project	X		2831 Marais St.
Walmart #1163		X	4001 Behrman Pl.
Walmart #912		X	6000 Bullard Ave.
Walmart #3167		X	4301 Chef Menteur Hwy
Walmart #5022		X	1901 Tchoupitoulas St.

Offering Budget and Savings

Table 5.3

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	Budget	%	Evaluated	Evaluated
$938,236	$636,916	147%	2,177,373	232.10

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

Incentive amounts for mail-in rebates will be adjusted on air purifiers and refrigerators based on average kWh savings in previous years to keep the program cost-effective while also encouraging higher participation in PY15. Incentives for clothes washers, electric clothes dryers, and heat pump dryers will also be added to the mail-in rebate offering. Instant discounts on advanced power strips and air purifiers will be offered at select Dollar Tree and independent retailers. The online marketplace will offer steep discounts on premium smart thermostat models during the summer months. New thermostat models will also be introduced on the online marketplace in PY15.

Multifamily Solutions

Offering Description

This offering targets multifamily property owners (landlords) and managers, as well as apartment and condo renters. The offering addresses their unique needs through a combination of incentives for both direct install and prescriptive measures, and through property owner and tenant education. A property must have a minimum of five units to qualify for Multifamily Solutions. This allows for the Multifamily Solutions offering to be more focused on the unique needs of owners, managers and renters of larger buildings.

Offering Highlights

The Multifamily Solutions offering achieved 2,650,261 in kWh savings, reaching 105% of the goal. The program team partnered with 14 properties for direct installations and assessments, with trade allies assigned to 11 of these. This year, the Energy Smart team completed 1,261 assessments, with 16% of savings coming from direct-install measures. The remaining 84% of savings for retrofit customers came from deeper savings measures like attic insulation, air sealing, and duct sealing, implemented by our trade allies. This strategic mix resulted in an average savings of 2,258 kWh per customer.

The multifamily sector was a key focus during the first two quarters of PY14. With moderate temperatures and energy bills leading to slower single-family enrollments, the team capitalized on this period to concentrate on multifamily properties. This shift maximized resources and created additional work opportunities for ten participating trade allies. By Q3 and Q4, work was completed on four additional properties, further contributing to exceeding the annual goal.

Table 6.1

MEASURE	COUNT OF MEASURES	GROSS kWh SAVINGS	% OF kWh CONTRIBUTION
Advanced Power Strip	151	38,297	1%
Air Infiltration	1,037	714,368	27%
Duct Sealing	1,017	1,524,279	58%
Faucet Aerator	1,375	46,596	2%
LED 11W A-Type (Standard)	5	142	0%
LED 15W A-Type (Standard)	1	39	0%
LED 5W Candelabra (Specialty)	1,546	36,708	1%
LED 6W Globe (Specialty)	1,210	27,909	1%
LED 8W BR30 (Specialty)	5	193	0%
LED 9W A-Type (Standard)	1,394	32,153	1%
Low-Flow Showerhead	847	179,980	7%
MF Direct Install	1,261	N/A	0%
Smart Thermostat	39	12,088	0%
Water Heater Pipe Insulation	1,615	37,508	1%
TOTAL	**11,503**	**2,650,261**	**100%**

Offering Budget and Savings

Table 6.2

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$612,533	$677,909	90%	2,650,261	801.60

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

In 2025, the Multifamily Solutions program will evolve into two specialized offerings. This includes a dedicated program for Market Rate complexes and a new category specifically for Income-Qualified properties. The goal of this separation is twofold: to more accurately illustrate Energy Smart impact on low-income customers and to strengthen focus on reaching properties where residents require financial assistance. Properties will be evaluated for the Multifamily Income-Qualified program based on the proportion of residents who qualify for rent subsidies.

Income-Qualified Weatherization

Offering Description

The Income-Qualified Weatherization offering is designed to offer qualifying customers free energy efficiency projects ranging from direct install measures, such as LED bulbs and water savings measures, to demand response-enabled smart thermostats and comprehensive envelope measures. Comprehensive measures offered by Energy Smart trade allies include air sealing, duct sealing, ceiling insulation and A/C tune ups.

Offering Highlights

The Income-Qualified Weatherization offering has achieved 3,598,721 in kWh savings, reaching 112% of the goal. The Energy Smart team completed 854 Income Qualified home energy assessments. The Income-Qualified Weatherization offering generated 16% of kWh savings from direct install measures at the time of the home energy assessments. Trade allies performed follow up measures recommended in the energy assessment report, which include attic insulation, air sealing, and duct sealing. Follow up measures generated the remaining 84% of the kWh savings achieved. This measure mix allowed the offering to produce an average of 4,193 kWh reduction per customer.

The Income-Qualified Weatherization program coordinated with local organizations dedicated to supporting income-qualified residents. For example, Nest Health, an in-home healthcare provider, shared Energy Smart information with their patients during home visits. The program also partnered with the Housing Authority of New Orleans (HANO) to prioritize and schedule energy efficiency work at their properties. This collaboration will significantly impact both the Multifamily Solutions and the single-family Income-Qualified Weatherization programs. Additionally, the Louisiana Housing Corporation teamed up with an Energy Smart trade ally to complete upgrades across all single-family properties under their oversight. The team’s enrollment strategy heavily relied on community outreach in income-qualified and senior communities, complemented by strong trade ally referrals and targeted marketing.

Similar to the Home Performance program, the program team introduced a "deferral" tracking system for Income-Qualified Weatherization in 2024. This system helps to identify and understand why trade ally follow up measures are not installed for deeper energy savings in customer homes. Key reasons for these deferrals included customer refusal, the need for pre-existing building envelope repairs, or instances where a measure did not meet the program's specific thresholds for recommendation.

Table 7.1

Measure	Answer ↓	%	Count
A/C Tune Up	**This measure was recommended during home assessment**	**76.57%**	**464**
Deferral A/C Tune Up Primary Reason	Customer Refused	12.54%	76
	No Central A/C	5.12%	31
	Does Not Meet Program Threshold for Recommendation	5.12%	31
	Electrical Repair Needed	0.66%	4
Air Sealing	**This measure was recommended during home assessment**	**96.70%**	**586**
Deferral Air Sealing Primary Reason	Does Not Meet Program Threshold for Recommendation	2.81%	17
	Illegal Activity Concerns	0.17%	1
	Building Envelope Repair Needed	0.17%	1
	Active Remodel that Prevents Weatherization	0.17%	1
Attic Insulation	**This measure was recommended during home assessment**	**75.25%**	**456**
Deferral Attic Insulation Primary Reason	Does Not Meet Program Threshold for Recommendation	21.62%	131
	Electrical Repair Needed	1.16%	7
	Building Envelope Repair Needed	1.16%	7
	Health Might be Negatively Affected by Installation	0.33%	2
	Active Remodel that Prevents Weatherization	0.33%	2
	Threatening or Uncooperative Behavior	0.17%	1
Duct Sealing	**This measure was recommended during home assessment**	**85.15%**	**516**
Deferral Duct Sealing Primary Reason	Does Not Meet Program Threshold for Recommendation	13.70%	83
	Customer Refused	0.99%	6
	Building Envelope Repair Needed	0.17%	1

Table 7.2

MEASURE	COUNT OF MEASURES	GROSS kWh SAVINGS	PERCENT OF kWh CONTRIBUTION
Advanced Power Strip	946	232,140	6%
Air Infiltration	656	781,841	22%
Audit	854	N/A	0%
Ceiling Insulation	478	886,738	25%
Custom Repairs	1	N/A	0%
Duct Sealing	599	1,410,715	39%
Faucet Aerator	413	15,174	0%
LED 11W A-Type (Standard)	47	1,531	0%
LED 11W BR30 (Specialty)	460	20,358	1%
LED 15W A-Type (Outdoor) (Standard)	17	3,777	0%
LED 15W PAR38 (Outdoor) (Specialty)	270	59,994	2%
LED 5W Candelabra (Specialty)	1,216	34,616	1%
LED 6W Globe (Specialty)	173	4,437	0%
LED 8W BR30 (Specialty)	45	2,278	0%
LED 9W A-Type (Outdoor) (Standard)	2	230	0%
LED 9W A-Type (Standard)	1,155	30,409	1%
Low-Flow Showerhead	243	48,676	1%
Smart Thermostat	156	53,194	1%
Water Heater Pipe Insulation	443	12,616	0%
TOTAL	**8,174**	**3,598,721**	**100%**

Offering Budget and Savings

Table 7.3

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$1,954,318	$1,679,571	116%	3,598,721	2,556.17

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

In planning for PY15, the program team had to account for the loss of savings from lighting, which phased out June 30, 2025. This is due to the Energy Independence and Security Act that sunset LED lighting in the program. Updated calculations in the latest TRM for smart thermostats has drastically increased the savings potential of the measure and it will be a continued focus of the program team to maximize installs and cross promote the Bring Your Own Thermostat offering.

In PY15, Energy Smart launched a Neighborhood Based offering which focuses on key areas of the community impacted by poverty, heat island effect, and access to broadband. The targeted neighborhoods receive a direct mail piece and an invitation to a local event for more information. From there Thrive New Orleans, community outreach partner, will conduct canvassing across the identified area. The program team will be looking to convert a high number of customers from the designated area for Energy Smart participation.

A/C Solutions

Offering Description

The A/C Solutions offering provides residential customers with a more comprehensive set of options to help lower the energy consumption associated with keeping their homes cool and comfortable in the summer. Customers with functioning air conditioning can improve the efficiency of their units with the help of a comprehensive air conditioning tune-up or replacement. The offering also includes the installation of new Demand Response (DR)-enabled smart thermostats. The program works to enhance the ability within the territory's HVAC contractor network to provide value-added services to customers.

Offering Highlights

The A/C Solutions offering achieved 4,210,803 in kWh savings, reaching 127% of the goal. The offering served 1,570 customers. Air conditioner tune-ups provided 62% of the kWh savings, and duct sealing generated 38%. Multifamily recommended A/C tune ups played a large role in the high savings for PY14.

The program team actively recruited new local contractors, sharing with them the upsell benefits of the program and how it could be used to generate new customers. The team focused on limiting barriers, so that it was easy for new trade allies to participate while also meeting the offering expectations and collecting the relevant data for program evaluation.

Table 8.1

MEASURE	COUNT OF MEASURES	GROSS kWh SAVINGS	% OF SAVINGS CONTRIBUTION
Central A/C Replacement	3	2,453	0%
Central A/C Tune-Up	3,120	2,491,089	59%
Duct Sealing	733	1,711,203	41%
Ductless Heat Pump	9	5,382	0%
Smart Thermostat	2	676	0%
TOTAL	**3,867**	**4,210,803**	**100%**

Offering Budget and Savings

Table 8.2

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$673,431	$1,239,987	54%	4,210,803	1,861.19

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

In 2025, the A/C Solutions program strategically split into two distinct offerings: one for Market Rate customers and another specifically for Income-Qualified customers. This division allows Energy Smart to clearly demonstrate the program's impact on low-income households and ensure the team continues to prioritize those most in need of financial assistance for A/C solutions. Income-qualified customers meet the same eligibility requirements as the Income-Qualified Weatherization program.

Appliance Recycling & Replacement Pilot

Offering Description

The Appliance Recycling and Replacement Pilot offering encourages early recycling of qualifying low efficiency appliances, such as refrigerators and freezers, for residential customers. The Pilot also offers a refrigerator replacement option for income-qualified residential customers. This offering goes beyond federal recycling requirements using environmentally friendly best practices for recycling all components of each appliance.

Offering Highlights

A total of 269 appliances were picked up and recycled in PY14 and 100 efficient equipment replacements were provided for income-qualified customers. The program maintained high customer satisfaction with this pilot offering, including specific feedback on ease of participation and the opportunity to recycle a large appliance at no cost. Income-qualified customers who received a new efficient refrigerator replacement were particularly impacted by the superior performance over their old appliance and energy savings on their utility bill.

Offering Budget and Savings

Table 9.1

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$88,450	$226,543	39%	188,069	23.29

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

This offering was removed from the portfolio in 2025. While customers who participated maintained high satisfaction, the pilot offering was not able to garner the scale of participation to maintain cost effective energy savings. Energy Smart program funds will shift to increase cost effective residential program participation in PY15.

School Kits & Education

Offering Description

The NOLAWise School Kits and Education Outreach Program successfully completed its 14th program year (PY14). With the Energy Academy program, ENO and National Theatre for Children (NTC) collaborated to create a comprehensive energy efficiency curriculum for schools in conjunction with the NOLAWise School Kits initiative.

The program includes:

- Live in-school educational performances
- E-learning digital package with bilingual materials
- Teacher training webinars
- Energy savings kit distribution

In PY14, the NOLAWise School Kits and Outreach Program made substantial progress in its mission to empower schools and communities in New Orleans, fostering stronger habits around energy consumption and environmental responsibility.

Offering Highlights

The NOLAWise School Kit program achieved many goals, resulting in:

- 707,601 kWh savings.
- Distribution of 4,104 energy-saving kits to 21 schools (28 elementary schools and 2 middle schools)
- In-school educational performances viewed by 5,277 students, enabling students to implement energy-saving practices at home.
- NTC collected 165 completed Home Energy surveys from residential participants.

School kits were provided to students and teachers in grades 2, 5 and 8.

- 1,502 take-home energy kits went to second graders
- 1,478 take-home energy kits went to fifth graders
- 1,124 take-home energy kits went to eighth graders

Selected comments collected from the home energy surveys:

Products are very useful. I enjoy the insight my child is able to pass on to me.
-New Orleans resident

I thought it was really helpful on how to save energy with the uses of different light bulb as well as showerheads.
-New Orleans resident

I gathered information I plan on using in the near future.
-New Orleans resident

This is an excellent program moving forward saving energy.
-New Orleans resident

It was very thoughtful to receive the items. They are nice. Showerhead works great.
-New Orleans resident

Great program that allowed me to utilize free updated products in my home.

-New Orleans resident

I thought about the whole Energy Academy school performance is amazing because I learn to save light.
-Participating 5th grade student

I think its educational for everyone to learn the value of a product that can help families save.
-New Orleans resident

Educational Outreach

- 53% of the school sites served are classified as "over-burdened and under-served" (verified by CEQ tool developed for Justice40 Initiative, Executive Order 14008)
- NTC collected 34 completed Teacher Surveys from participating schools.
- Educators scored the educational value of the program at 6.32 out of 7 possible with 100% of them wanting to participate in the program again and recommending it to their colleagues, which allows for growth and sustainability of future programming.

Table 10.1

TEACHER SURVEY QUESTION	RANKING ON A SCALE OF 7 (HIGH) TO 1 (LOW)
Did the program stimulate discussion on the topic of energy efficiency?	**94%**
Rank the quality of educational materials	**93%**
Would you participate in the program again?	**100%**
How effective is the program in influencing your students' behavior?	**89%**
Would you recommend the program to your colleagues?	**100%**
Did the parents support the program?	**84%**
Overall educational value	**90%**

Offering Budget and Savings

Table 10.2

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$83,880	$98,600	85%	707,601	86.84

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

NTC recommends updating the assembly event portion of the program to excite recurring schools about further participation. Inspired by teacher comments, the new script will connect energy efficiency further to STEM concepts within state and national standards.

Behavioral Energy Efficiency

Offering Description

The Behavioral offering provides customers Home Energy Reports (HERs) that are complemented by the Entergy Customer Engagement Portal (CEP). Residential customers will receive a HER that compares them to similar and efficient households, shows their usage over time, provides tips for saving energy, and directs them to other program messaging and offerings.

Offering Highlights

The Behavioral offering in PY14 has achieved higher treatment counts and greater overall kWh savings than years previous: over 120,000 customers were treated with either print mailers or monthly emails, 1.16 million reports sent, and a verified 16.4 million kWh saved. These results were backed by operational investments to ensure the effectiveness of the HERs, via revamped aesthetics, revised comparisons, and quarterly behavioral evaluation and forecasts.

Table 11.1: Offering Participation

Month of Data	December		January		February		March		April		May	
Send date | Send count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count
Print - NC (FE1 refresh)					3/20/24	26,918					6/21/24	25,351
Email - NC (FE1 refresh)	1/18/24	95,293	2/12/24	98,789	3/20/24	95,185	4/19/24	94,376	5/21/24	94,432	6/21/24	87,586
Total HERs		95,293		98,789		122,103		94,376		94,432		112,937

Month of Data	June		July		August		September		October		November	
Send date | Send count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count	Send Date	Send Count
Print - NC (FE1 refresh)						24,765						24,129
Email - NC (FE1 refresh)	8/2/24	86,398	8/16/24	85,413	9/19/24	83,652	10/23/24	80,973	11/19/24	81,695	12/23/24	81,315
Total HERs		86,398		85,413		108,417		80,973		81,695		105,444

Offering Budget and Savings

Table 11.2

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$0	$0	N/A	16,390,198	2,765.00

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

Further investments in PY15 for additional HERs features and content optimizations, and evaluation considerations have been instituted with the idea of maximizing programmatic kWh savings.

EasyCool for Residents

Offering Description

The residential Bring Your Own Thermostat (BYOT) DR offering, EasyCool, taps into the existing installed base of connected thermostats in the ENO territory. Through technical integrations with the leading thermostat manufacturers in the industry, ENO will have the ability to enroll, monitor, and control connected thermostats and leverage the enrolled aggregation as a capacity resource for peak demand reduction. When a DR event is dispatched, targeted devices will experience a temperature adjustment (an "offset" or "setback") that will in turn curtail HVAC usage during the peak period.

Offering Highlights

EasyCool deployed five events in ENO territory in July and August of 2024. Event details are as shown in Table 12.1.

Table 12.1: EasyCool BYOT Events

SMART THERMOSTAT EVENTS	
Date	7/2/2024
Start Time	16:00:00 CDT
End Time	18:00:00 CDT
# Devices Targeted	7,392
Cooling Offset	3˚ F
Setpoint Ceiling	85˚ F
Pre-cooling	2˚ F for 30 minutes. Ending 0 minutes before the event.

SMART THERMOSTAT EVENTS	
Date	08/01/2024
Start Time	17:00:00 CDT
End Time	19:00:00 CDT
# Devices Targeted	7,561
Cooling Offset	3˚ F
Setpoint Ceiling	85˚ F
Pre-cooling	2˚ F for 30 minutes. Ending 0 minutes before the event.

SMART THERMOSTAT EVENTS	
Date	08/07/2024
Start Time	16:00:00 CDT
End Time	18:00:00 CDT
# Devices Targeted	7,554
Cooling Offset	3˚ F
Setpoint Ceiling	85˚ F
Pre-cooling	2˚ F for 30 minutes. Ending 0 minutes before the event.

SMART THERMOSTAT EVENTS	
Date	08/09/2024
Start Time	16:00:00 CDT
End Time	18:00:00 CDT
# Devices Targeted	7,592
Cooling Offset	3˚ F
Setpoint Ceiling	85˚ F
Pre-cooling	2˚ F for 30 minutes. Ending 0 minutes before the event.

SMART THERMOSTAT EVENTS	
Date	08/14/2024
Start Time	17:00:00 CDT
End Time	19:00:00 CDT
# Devices Targeted	7,587
Cooling Offset	3˚ F
Setpoint Ceiling	85˚ F
Pre-cooling	2˚ F for 30 minutes. Ending 0 minutes before the event.

Offering Budget and Savings

Table 12.2

DEMAND REDUCTION (kW)	ENROLLMENT BUDGET			PARTICIPATION BUDGET		
kW Savings	Incentives Spent	Incentive Budget	% to Budget	Incentives Spent	Incentive Budget	% to Budget
6,251	$80,790	$110,398	73%	$148,975	$205,026	73%

Planned or Proposed Changes

PY15 will see minimal changes to the EasyCool program. Efforts to drive additional enrollments through the Online Marketplace pre-enroll channel will continue. Enrollment bonuses will be considered to support participant target achievement.

Peak Time Rebate Pilot

Offering Description

The Peak Time Rebate (PTR) Pilot offering engages residential customers in behavioral demand response. The opt-in pilot program recruits customers to enroll to receive notifications for peak demand events and offers recommendations on how they can reduce their energy load during event hours. The program calculates load shed for each participant individually using AMI data and setting a baseline using the 10 weekdays prior to event day. The PY14 pilot utilizes two incentive increments to test motivation for behavior changes during event hours - $20 for standard savers and $50 for high savers. The PTR Pilot allows a demand response option for residential customers that is not dependent on a given technology (Wi-Fi, smart thermostat, electric vehicle), but rather provides an incentive to change behaviors for a short period of time to reduce electric use. Participants earn an incentive by simply delaying normal electric use such as clothes washing, dish washing, vacuuming, and bathing or by decreasing load by increasing temperature setting on central air conditioning and turning off lights.

Offering Highlights

The PTR Pilot updated rebate increments and expanded event notification options in the first half of PY14. Feedback from PY13 participating customers indicated the lowest incentive tier of $10 was not enough to motivate behavior change during peak demand events. The Energy Smart team created two incentive tiers for PY14 participant recruitment, beginning at $20 for customers that show energy reduction during peak demand events. High savers, the top 15% of participating customers, received $50 incentive in PY14. In addition, returning and new participants were given the option for text message notification for peak demand events in PY14. A total of 5,194 residential customers participated in the program pilot in PY14 and the demand reduction reached 129% of the kW target.

Table 13.1: Peak Time Rebate Pilot Events

PEAK TIME REBATE PILOT EVENTS					
Date	7/2/24	8/1/24	8/7/24	8/9/24	8/14/24
Start Time	4:00 p.m.	5:00 p.m.	4:00 p.m.	4:00 p.m.	5:00 p.m.
End Time	6:00 p.m.	7:00 p.m.	6:00 p.m.	6:00 p.m.	7:00 p.m.
Total kWh reduction	4,044	3,497	4,392	5,032	4,786

Offering Budget and Savings

Table 13.2

DEMAND REDUCTION (kW)	BUDGET		
kW Savings	**Incentives Spent**	**Incentive Budget**	**% to Budget**
1,283.00	$82,100	$67,475	122%

Planned or Proposed Changes

In PY15 the team expanded SMS communication, a successful PY14 communication channel for PTR customers.

Residential Battery Energy Storage Pilot

Offering Description

The Entergy New Orleans Residential Battery Pilot launched with a phase 2 to enhance energy resilience for residential customers. The program targeted 140 total battery enrollments in phase 2 of the pilot with 125 residential and 15 small commercial batteries. Residential and small commercial customers are enrolled in a turn-key Virtual Power Plant (VPP) solution using EnergyHub for dispatch, control, and optimization. Customers with Tesla and Enphase batteries were eligible to enroll in the program. All customer enrollment occurred through either Tesla or Enphase customer mobile applications. Incentives were paid based on performance in demand response events with residential customers paid at $125/kW delivered averaged over all events in the season with a $600 cap on the incentive. Commercial customers were paid at $250/kW delivered averaged across all events with a $1,800 cap on the incentive.

Offering Highlights

The Residential Battery Energy Storage Pilot program, launched on September 15, 2024, successfully enrolled a total of 78 customers, comprising 66 residential and 12 small commercial participants. The majority of these enrollments, 69, utilized Tesla systems, while 9 were with Enphase. During the demand response season, which ran from September 15 to December 31, 2024, the program conducted 5 demand response events, each lasting two hours. Across these events, the average discharge per battery system was 4.84 kW. The total customer incentives paid out for participation in the program amounted to $34,201.41.

Table 14.1

EVENT DAY	EVENT TIME	DEVICES	AVG DISCHARGE PER DEVICE (KW)	AVG TOTAL DISCHARGE (KW)
10/23/24	3-5 pm	47	5.9	277.3
11/5/24	11:45 am-1:45pm	70	4.2	294
11/12/24	4–6pm	75	5.1	382.5
11/21/24	9–11am	78	4.6	358.8
11/26/24	430-630 pm	78	4.9	382.5

Table 14.2

DEMAND REDUCTION (kW)	BUDGET		
kW Savings	Incentives Spent	Incentive Budget	% to Budget
383.17	$34,201	$102,000	34%

Bring Your Own Charger (BYOC)

Offering Description

The BYOC program shifts Electric Vehicle (EV) charging to off-peak hours with no special hardware or separate meter required. Participants earn incentives by setting their vehicles to charge during off-peak hours every time the vehicle charges, and it takes less than 10 minutes to enroll in the program. Software developed by the program administrator, Sagewell, confirms that off-peak charging is taking place by analyzing ENO utility meter data. BYOC is an "every day" load shifting program, and the program does not need to call events during peak windows. More than 98% of participant charging takes place outside of the system peak hour and 90% of all EV charging occurs off-peak, making the ENO program one of the most effective EV load management programs in the country.

The BYOC program takes advantage of the existing investment in residential Automated Metering Infrastructure (AMI) "smart" meters in ENO territory. EV drivers in Orleans Parish can enroll in the program at no cost regardless of which type of EV or home Level 2 charger they use without having to purchase special chargers or to incur other costs. To enroll, drivers use a charging timer built into all EVs and schedule their vehicle(s) to charge between 9 p.m. and 6 a.m. during the week, and any time on weekends and holidays. Enrolled customers receive a credit of $7 per month, paid quarterly, equivalent to 2,100 miles of free driving per year. Program implementer Sagewell, Inc. provides customer support, verifies applications, monitors EV charging behavior via AMI data using its proprietary data analytics algorithms, and issues incentives for eligible drivers.

Offering Highlights

The BYOC program continues to earn high customer satisfaction scores in survey results. The program tracks satisfaction using Net Promoter Score (NPS) methodology and a survey in November 2024 earned a world-class score of 62. These results are consistent with brands such as Apple, Starbucks, and Costco and are significantly higher than typical utility industry scores that range from minus 15 to 30.

The BYOC program opened for enrollment on July 18, 2023, and by the end of Energy Smart Program Year 14 (2024), 274 vehicles and 258 customers were actively participating. Sixteen participants (6%) have two or more EVs, which is similar to other parts of the country. 173 EVs were added into the program last year, or 170% annual growth rate. During 2024, only one customer left the program entirely- a 99.6% retention rate. This is a significantly better result than a more typical 10% to 20% attrition rate in other EV load management programs nationwide.

There are approximately 2,000 EVs in Energy New Orleans territory and enrollment has reached 14.5% of all EVs, higher than a typical EV load management program which may reach 10% of drivers. This is a notable achievement given that the program offers one of the lowest customer participation incentives in the country. However, even more importantly, because marketing efforts are specifically targeted to "high value" EVs that charge on peak frequently, and charge at a high rate, Sagewell estimates approximately 30% of all high-value EVs are enrolled. Each of these "grid-impacting" vehicles contributes significantly more to the system peak load than an average EV, and they would be likely to stress the distribution infrastructure if not enrolled. This delivers additional power quality improvement benefits and can avoid significant costs involved in having to upgrade transformers and other distribution system components.

Participants earned $13,727 in incentives over the course of PY14.

Offering Budget and Savings

Table 15.1

DEMAND REDUCTION (kW)	BUDGET		
kW Savings	Incentives Spent	Incentive Budget	% to Budget
97.21	$13,727	$58,800	23%

Planned or Proposed Changes

Overall, EV adoption in New Orleans is slower than originally predicted at the launch of the program. As mentioned above, 14.5% of EVs in ENO territory are enrolled in the program, which is among the more successful EV load management programs in the US. The PY14 enrollment target for the program was 700 EVs, or 35% of total EV population, and more than twice as high as what most other programs have achieved nationwide. Sagewell is committed to achieving this result and has, for example, enrolled 25% of EV drivers at nearby JEA into a similar program. Sagewell and ENO staff have agreed to a revised marketing plan for PY 15 that includes dealership and electrical contractor outreach to help ensure new EV drivers are aware of the program.



COMMERCIAL & INDUSTRIAL OFFERINGS

Commercial & Industrial Portfolio Performance

Table 16.1

OFFERING	kWh SAVINGS	kWh GOAL*	% TO GOAL	kW SAVINGS	kW TARGET *	% TO GOAL	INCENTIVES	BUDGET	% TO BUDGET
Small Commercial & Industrial Solutions	4,232,566	6,349,948	67%	792.98	1,112	71%	$704,568	$953,929	74%
Large Commercial & Industrial Solutions	26,810,839	45,589,079	59%	4,207.24	7,291	58%	$4,008,341	$5,609,658	71%
Publicly Funded Institutions	3,620,474	15,730,841	23%	471.95	397	119%	$439,412	$2,320,892	19%
Commercial & Industrial Construction Solutions	83,603	4,301,994	2%	14.42	987	1%	$17,916	$163,619	11%
Large C&I Automated Demand Response	36,961	0	N/A	2,494.77	8,870	28%	$146,139	$532,200	27%
TOTAL	34,784,443	71,971,862	48%	7,981.36	18,657	43%	$5,316,376	$9,580,298	55%

** Goals are reflective of the approved Energy Smart Implementation Plan for PY13-14.*

Small Commercial & Industrial Solutions

Offering Description

The Small Commercial & Industrial Solutions offering provides small businesses (100 kW demand or less) and other qualified non-residential customers the opportunity to achieve electricity savings through strategies designed specifically for this sector. This offering helps small business customers analyze facility energy use and identify energy efficiency improvement projects. Program participants are advised on applicable offerings through the program as well as financial incentives for eligible efficiency measures that are installed in their facilities by trade allies.

Offering Highlights

The Small Commercial & Industrial Solutions offering achieved 4,232,566 kWh in verified gross kWh savings in PY14, reaching 67% of the goal. Increasing participation in the Small Commercial & Industrial offering was a priority for Energy Smart in PY14 and resulted in nearly twice the amount of energy savings claimed in PY14 compared to a total achieved in PY13. Small Commercial trade allies continued to report a lack of labor availability as a barrier to program participation. In response the Energy Smart team prioritized Small Business Energy Assessments as a way to deliver immediate, no-cost energy savings to small business customers while also using the assessment as an opportunity to identify follow-up measures that could be performed by Energy Smart's Small Business Direct Install trade allies.

A total of 224 Small Business Energy Assessments were performed in PY14 which resulted in 849,030 kWh worth of direct install savings, close to double the savings achieved in PY13. Lighting, refrigeration and tune-up trade allies were supplied leads identified during these assessments to help address the trade ally staffing shortage reported in trade ally surveys in PY13. Nearly 400 Small Business Energy Assessments have been completed by the Energy Smart team since the offering was created and Energy Smart will leverage these leads to further increase overall participation and to assist in trade ally recruitment efforts in future program years.

- A total of 20,851 measures were installed during the program year.
- The offering reached 67% of the goal, achieving 4,232,566 kWh.
- The offering reached 71% of the kW target, achieving 792.98 kW.

Table 17.1

PROJECT COMPONENTS	GROSS KWH SAVINGS	% OF SAVINGS CONTRIBUTION
Controls	1,053,319	25%
Hot Water	9,008	0%
HVAC	1,463,368	35%
Lighting	1,414,638	33%
Load Mgmt	6,367	0%
Refrigeration	285,866	7%
Total	4,232,565.96	100%

Table 17.2

PROJECT TYPE	TOTAL INCENTIVES	TOTAL PROJECT COSTS	% COVERED
Custom Lighting	$78,440	$238,223	33%
Custom Non-Lighting	$176,814	$374,489	47%
Prescriptive	$449,315	$1,306,022	34%
Total	$704,568	$1,918,735	36%

Table 17.3

PROGRAM COMPONENT	COUNT OF MEASURES	GROSS KWH SAVINGS
Prescriptive	19,567	1,844,642
Custom*	1,284	2,725,939
Total	20,851	4,570,580

*Custom measure count includes bonus measures

Chart 17.1

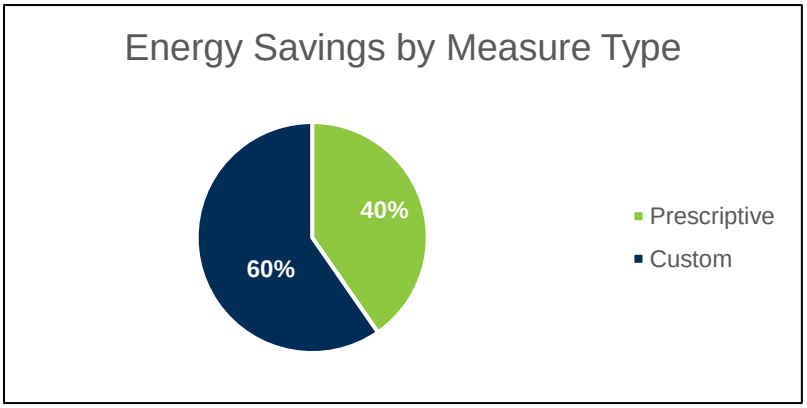
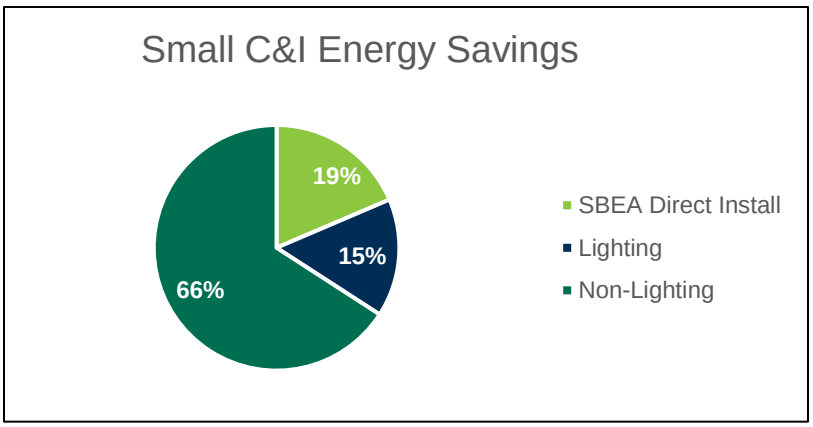


Chart 17.2



Offering Budget and Savings

Table 17.4

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$704,568	$953,929	74%	4,232,566	792.98

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

Energy Smart will seek to improve upon the average kWh achieved per Small Business Energy Assessment by increasing the number of no-cost direct install measures offered to participating small business customers. Participating Small Commercial customers will receive "Small Business Energy Assessment Follow-up" emails to encourage them to adopt additional follow-up measures including HVAC tune-ups, refrigeration measures, exterior lighting and more.

Large Commercial & Industrial Solutions

Offering Description

The primary objective of the Large Commercial and Industrial Solutions offering is to provide a solution for larger (greater than 100 kW demand) non-residential customers interested in energy efficiency through a prescriptive or custom approach. The Large Commercial & Industrial offering is designed to generate significant energy savings, as well as a longer-term market penetration by nurturing delivery channels, such as design professionals, distributors, installation contractors, and Energy Service Companies (ESCOs).

Offering Highlights

The Large Commercial & Industrial offering achieved 26,810,839 kWh in verified gross kWh savings in PY14, reaching 59% of the goal. More than $4 million worth of incentives were paid to Large Commercial & Industrial customers in PY14, a significant increase from the $2.3 million paid to the same customer class in PY13. A total of 161 Large Commercial & Industrial projects were completed in PY14 and of those, 73 projects received an incentive equal to the full project cost. On average, Energy Smart incentives covered 70% of the project costs associated with the Large Commercial & Industrial projects. Non-lighting project measures continue to make up a larger percentage of the Large Commercial & Industrial savings, the share of non-lighting savings jumped from 51% in PY13 to 89% in PY14.

- A total of 92,992 measures were installed during the program year
- The offering reached 59% of the kWh goal, achieving 26,810,839 kWh
- The offering reached 58% of the kW target, achieving 4,207.24 kW

Table 18.1

PROJECT COMPONENTS	GROSS KWH SAVINGS	% OF SAVINGS CONTRIBUTION
Control	9,622,150	36%
HVAC	13,115,286	49%
Lighting	2,744,849	10%
Refrigeration	1,328,553	5%
Total	26,810,839	100%

Table 18.2

PROJECT TYPE	TOTAL INCENTIVES	TOTAL PROJECT COSTS	% COVERED
Custom Lighting	$78,440	$238,223	33%
Custom Non-Lighting	$176,814	$374,490	47%
Prescriptive	$449,315	$1,306,022	34%
Total	$704,569	$1,918,735	37%

Chart 18.1

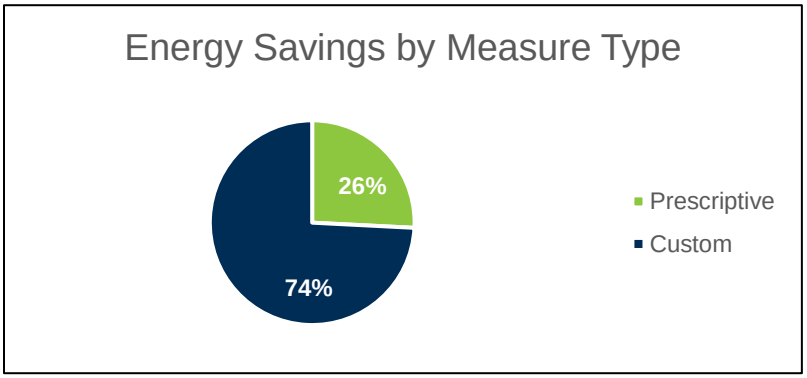
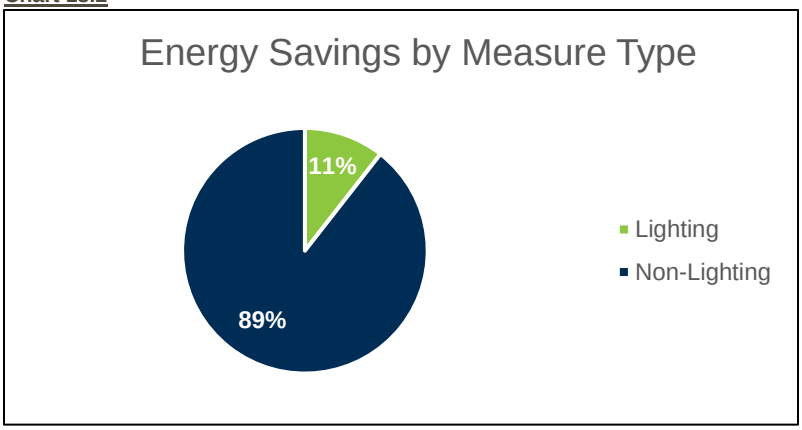


Chart 18.2



Offering Budget and Savings

Table 18.3

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$4,008,341	$5,609,658	71%	26,810,839	4,207.24

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

Energy Smart will implement a Strategic Energy Management offering in PY15 to further engage with Large Commercial & Industrial customers. The Energy Smart outreach team will survey managed accounts to encourage enrollment in the no-cost offering. Large Commercial & Industrial customers that enroll in the Strategic Energy Management offering will receive individual, in-person coaching sessions to better learn about energy saving potential in their facilities that go beyond LED retrofits and prescriptive HVAC replacements. SEM participants will also be provided with energy management software at no-cost and Energy Smart will model the facility and the implemented energy saving measures to accurately quantify the total energy savings achieved in order to maximize the incentives paid to participants.

Publicly Funded Institutions

Offering Description

The Publicly Funded Institutions (PFI) offering is targeted at local publicly funded institutions. The offering assists end-use customers in overcoming barriers that are specific to publicly funded groups. Through hands-on expertise and consulting, the program benchmarks the institution's energy use and identifies a roadmap to success. Customers are given guidance throughout their engagement with the program.

Offering Highlights

The PFI offering achieved 3,620,474 kWh in verified gross kWh savings in PY14, reaching 23% of the goal. A total of 19 Energy Smart projects were completed for PFI customers in PY14 including projects with the New Orleans Sewerage & Water Board, NOLA Public Schools, NORDC, US General Services Administration and more. PFI customers received $439,412 in program incentives, a considerable increase from $300,000 in PY13. Eight projects received an Energy Smart incentive equal to the full project cost and the average percentage of project costs covered by Energy Smart incentive funding was 61%.

Energy Smart worked with major PFI customers in PY14 to identify additional pathways to program participation including the Small Business Direct Install program to overcome some of their specific barriers to participation.

Table 19.1

PROJECT COMPONENTS	GROSS KWH SAVINGS	% OF SAVINGS CONTRIBUTION
Control	1,847,817	51%
HVAC	242,329	7%
Lighting	1,368,970	38%
Refrigeration	161,358	4%
Total	3,620,474	100%

Table 19.2

PROJECT TYPE	TOTAL INCENTIVES	TOTAL PROJECT COSTS	% COVERED
Custom Lighting	$15,796	$90,745	17%
Custom Non-Lighting	$262,956	$1,474,584	18%
Prescriptive	$160,660	$513,867	31%
Total	$439,412	$2,079,196	21%

Chart 19.1

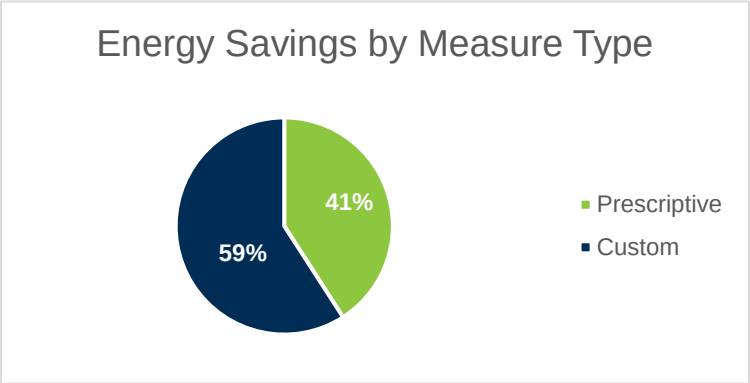


Chart 19.2

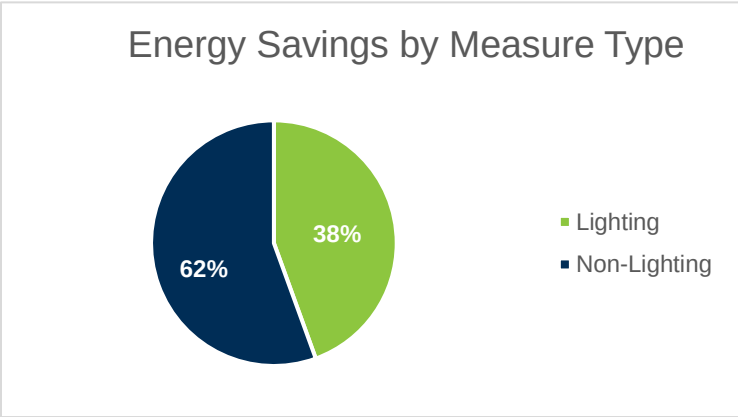


Table 19.3

PROGRAM COMPONENT	COUNT OF MEASURES	GROSS KWH SAVINGS
Prescriptive	12,485	1,518,013
Custom	103	2,195,173
Total	12,588	3,713,186

Offering Budget and Savings

- A total of 12,588 measures were installed during the program year
- The offering reached 23% of the kWh goal, achieving 3,620,474 kWh
- The offering reached 119% of the kW target, achieving 471.95 kW

Table 19.4

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$439,412	$2,320,892	19%	3,620,474	471.95

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

Energy Smart staff will seek to identify and create project “phases” for PFI projects to ensure projects can comply with the bid structure for PFI customers. An increased focus will be placed on engaging with the Procurement Departments. The City of New Orlean’s Property Management Department will be engaged consistently throughout the year to ensure Energy Smart incentives are considered in project scoping to encourage efficient equipment specification and process. Several building automation system upgrades in City-owned commercial buildings have already been identified and Energy Smart staff will prioritize these projects in order to maximize the energy savings associated with the building’s managed by the City of New Orleans’ Property Management Department.

New Construction Code Compliance

Offering Description

The Commercial & Industrial Construction Solutions offering is now the New Construction Code Compliance offering. In July 2023, the State of Louisiana adopted an advanced building energy code. In order to help commercial building owners meet this new code, Energy Smart is offering financial incentives for the installation of high efficiency equipment through the Energy Smart New Construction Code Compliance offering. This offering encourages customers to design and construct higher efficiency facilities and is available to ground-up construction, additions or expansions, building repurposing, and commercial building restorations. The New Construction offering provides incentives for design assistance, prescriptive measures and custom upgrades tailored to the customer's building operations.

Offering Highlights

The New Construction Code Compliance offering achieved 83,603 kWh in verified gross kWh savings in PY14 reaching 2% of the energy savings goal. Three Commercial & Industrial Construction Solutions projects were completed in PY14 including projects at a Hospital, place of worship and a boutique hotel. A total of ten measures were installed in PY14 including interior and exterior LEDs, heat pump replacements, and Energy Star kitchen equipment upgrades.

- A total of 5,658 measures were installed during the program year
- The offering reached 2% of the kWh goal, achieving 83,603 kWh
- The offering reached 1% of the kW goal, achieving 14.42 kW

Table 20.1

PROGRAM COMPONENT	COUNT OF MEASURES	GROSS KWH SAVINGS
HVAC	15,528	19%
Lighting	67,209	80%
Refrigeration	865	1%
Education	-	0%
Total	83,603	100%

Offering Budget and Savings

Table 20.2

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$17,916	$163,619	11%	83,603	14.42

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Planned or Proposed Changes

In PY15, Energy Smart will reclassify what types of projects should be considered eligible for New Construction Code Compliance incentives. Previously there were several types of projects that would be classified as new construction including warm shell upgrades and projects in which major electrical and HVAC systems were replaced. In PY15 Energy Smart will reduce the number of project types that are eligible for New Construction Code Compliance incentives to only ground-up new construction. Energy Smart will continue to engage with program trade allies as well as other stakeholder including construction firms and architectural firms.

Large Commercial & Industrial Demand Response

Offering Description

The Large Commercial & Industrial Demand Response (DR) offering launched with an objective to secure a total of 8.87 megawatts (MW) of commercial demand shed over term of the program cycle (through PY14). Large commercial customers (exceeding 100kW peak demand) are being recruited and enrolled for an automated turn-key DR solution.

An advanced software platform, Concerto®, is utilized for dispatch, control, and optimization of all DR resources enrolled in the offering. Concerto is utilized to advance goals of maximizing customer satisfaction for participants in the offering while being adaptable to new and changing technologies that can provide flexibility and reliability, such as batteries, electric vehicles, and distributed solar.

Concerto® has been integrated with Entergy electrical meters. The integration allows Concerto® to produce same-day consumption and demand baselines to monitor customer performance in the Large C&I DR offering. Daily monitoring allows the customer, and in turn the Program Team, to maximize energy savings.

Offering Highlights

The Program Team conducted 13 site surveys including hospitals, secondary schools, commercial office space, university, and industrial sites totaling 6.07MW. The offering includes 26 enrolled customers totaling 8.23MW. There are three projects in the installation and testing phase totaling 2.56MW.

In addition to directly targeting customers, the outreach team is educating controls contractors on program benefits for both the controls company and their customers. Honeywell has joined local industry organizations to further conduct outreach and promote the multiple benefits of program participation in Energy Smart and the Large C&I DR offering.

Entergy completed its non-summer season at the end of April 2024. No events were called. Enrolled customers received capacity payments based on their nominated values, with a total of $63,210.

Entergy called 5 C&I DR events during the Summer 2024 season (May–September). The average summer performance was 2.93MW and a total of $146,139 in incentives were sent out.

Offering Budget and Savings

Table 21.1

COST			ENERGY SAVINGS (kWh)	DEMAND REDUCTION (kW)
Spend	**Budget**	**%**	**Evaluated**	**Evaluated**
$146,139	$532,200	27%	36,961	2,494.77

Table reflects verified gross energy savings achievement from TPE's EM&V findings.

Marketing, Outreach & Engagement

Energy Smart Website Redesign

The Energy Smart program team redesigned the Energy Smart website to align with the Entergy brand standard and enhance content while simplifying the customer journey.

The project was kicked off in March and the website went live on December 27, 2024. A campaign announcing the launch of the new website kicked off January 27, 2025.

New content incorporated into the redesigned website includes updated imagery of the Energy Smart program team; an interactive quiz to help customers determine the type of home assessment they need; embedded contact forms and pop-ups; links to Energy Smart case studies; Energy Smart program timeline; list of awards; Home Performance with ENERGY STAR® animated video; community events calendar, and a Social Responsibility section with links to additional Entergy and energy-saving resources.

Energy Smart Trade Ally Marketing Incentive Bonus

To provide additional support to the Energy Smart program Trade Ally Network, the Energy Smart program team developed and implemented the first Energy Smart Trade Ally Marketing Incentive Bonus during Q3. This marketing incentive provided a $500 bonus to registered trade allies for co-branded marketing support as a way to jointly promote their business and Energy Smart. The marketing incentive bonus was limited to the first 20 trade allies who completed the application process. To qualify, a trade ally had to be a registered Energy Smart trade ally. The offering was supported with an email and SMS campaign to registered residential and commercial trade allies.

Residential Marketing and Outreach

Highlights

Program Year 14 kicked off in January with a 'New Year' email to customers highlighting the Home Performance with ENERGY STAR® offering and Residential Appliances. The team has focused on messaging that helps educate customers and increase awareness of the health and safety benefits, energy and savings benefits, of energy-efficient environments. The email was sent to 88,544 customers and generated 404 clicks to the landing page.

Table 22.1: Home Performance with ENERGY STAR® Metrics

CHANNEL	IN-MARKET DATE	IMPRESSIONS / SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
'New Year' Email- Drop 1	January 3, 2024	65,178	3,769	5.78%	308	
'New Year' Email – Drop 2	January 4, 2024	23,366	2,344	10.27%	68	
May/ June Bill Insert	May 23- June 21, 2024	110,000	n/a	n/a	n/a	

Customer satisfaction emails launched in February and were sent to customers who participated each month to gain more frequent customer feedback. The survey emails were sent to customers who recently participated in the following Energy Smart program offerings: Home Performance with ENERGY STAR® (HPwES), Income-Qualified Weatherization (IQW), A/C Tune-Up and the Online Marketplace. The results of the surveys will be discussed in the Residential Customer Satisfaction section below.

Throughout the year, the team leveraged Entergy New Orleans' own media platforms to promote Energy Smart, encourage participation in the variety of offerings available to residential customers, and increase awareness overall for energy saving opportunities. A monthly article is published on the Entergy Newsroom and circulated monthly in the Circuit e-newsletter distribution. Articles highlighting the Home Performance with ENERGY STAR name were released in February, March, April and September. These articles have an estimated reach of over 100,000 customers monthly and generated over 312 clicks with 246 home assessments requested.

Table 22.2: Circuit Newsletter Energy Smart topics

MONTH	TOPIC	OFFERINGS
February	Celebrate savings	Rebates, Home Performance with ENERGY STAR® and Income-Qualified Weatherization assessments, Appliance Recycling, Online Marketplace, Multifamily Solutions
March	Spring checkup for your home	Home Performance with ENERGY STAR® and Income-Qualified Weatherization assessments
April	Five ways to make everyday Earth Day	A/C Tune-up, Home Performance with ENERGY STAR® and Income-Qualified Weatherization assessments, Online Marketplace, Rebates, EV BYOC
May	Clean Air Month	A/C Solutions and Rebates
June	Stack savings this summer	Residential rebates, Online Marketplace and Appliance Recycling
July	Boosted pool pump rebates	Residential rebates
August	Keep your cool air inside and reduce energy waste	A/C Solutions
September	Open the door to savings	Home Performance with ENERGY STAR and Income-Qualified Weatherization
October	Recycling old fridges and freezers pay off	Appliance Recycling
November	How energy-efficient devices can spark joy	Residential rebates and Online Marketplace
December	Save your energy for what matters most	

In May, the Energy Smart team produced a bill insert focusing on air quality. The two-sided insert showcased the Home Performance with ENERGY STAR® and Online Marketplace offerings, two ways customers can participate in the Energy Smart program and improve indoor air quality at home. The bill insert was sent to 110,000 customers between May 23 and June 18, 2024.

Table 22.3: May Bill Insert

CHANNEL	IN-MARKET DATE	IMPRESSIONS / SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
May/ June Bill Insert	May 23- June 21, 2024	110,000	n/a	n/a	n/a	

In a new and exciting partnership with the Preservation Resource Center of New Orleans, the Energy Smart team is continuing to expand outreach opportunities. This collaboration aims to increase program awareness and educate community members on simple home solutions to enhance the energy efficiency of older homes. In addition to event sponsorship and in-person tabling, the team published print ads in three issues of the Preservation in Print magazine. These ads highlighted the A/C solutions and Home Performance with ENERGY STAR offerings.

Table 22.4: Preservation Resource Magazine Metrics

CHANNEL	IN-MARKET DATE	AUDIENCE REACH
Preservation Resource Magazine Print Ad – June/July	June 2024	30,000
Preservation Resource Magazine Print Ad – August/September	August 2024	30,000
Preservation Resource Magazine Print Ad – October/November	October 2024	30,000

In October, to kickoff Energy Awareness Month, an email was sent to residential customers highlighting ENERGY STAR Day. The email focused on scheduling a Home Performance with ENERGY STAR assessment and exploring multiple ways ENERGY STAR can help you save energy and make a good impact at home. The email resulted in 158 sessions on the Home Performance with ENERGY STAR landing page and 70 clicks on the 'request an assessment' button.

Table 22.5: ENERGY STAR Day Email

EMAIL NAME	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Lead Generation Email	October 9, 2024	61,296	10,192	17.25%	141	.24%

In 2024 we've expanded our in-person outreach presence to increase engagement with customers and reduce barriers, especially those who may have limited internet access. This includes tabling and presenting at community events, neighborhood canvassing, and partnering with trade allies who have been instrumental to increasing awareness and participation in the Home Performance with ENERGY STAR, Income-Qualified Weatherization and A/C Solutions offerings. Trade ally partnerships contributed to approximately 500 referrals for home energy assessments.

The Q4 Trade Ally newsletter was sent to 17 trade allies on November 13, 2024. The newsletter included information about the program's progress to its goals, updates, best practices, safety tips, and meeting reminders for trainings and the November 2024 Trade Ally Advisory Group meeting.

In December, the team launched a test campaign for the Neighborhood Based Delivery Pilot, a new offering coming in PY15. The campaign focused on 155 homes in the Desire/New Florida neighborhood. Soft launch tactics included a direct mail and email campaign to those households, followed by neighborhood canvassing, distributing door hangers with home assessment messaging.

Table 22.6: Neighborhood Based Delivery Pilot

Channel	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Direct Mail: Postcard	December 6, 2024	155	n/a	n/a	n/a	n/a
Email #1: Pre-event	December 2, 2024	79	9	12%	0	0%
Email #2: Post-event	December 12, 2024	77	11	15%	0	0%

Table 22.7: Residential Customer Satisfaction Survey Emails

EMAIL NAME	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
A/C Tune-Up Survey - January 2024	February 20, 2024	60	23	38.46%	6	10.17%
HPwES Survey - January 2024	February 20, 2024	57	34	60.00%	4	7.14%
IQW Survey - January 2024	February 20, 2024	42	32	76.00%	3	7.14%
OLM Survey - January 2024	February 20, 2024	28	22	80.00%	0	0.00%
A/C Tune-Up Survey - February 2024	February 29, 2024	98	32	33.80%	4	4.17%
HPwES Survey - February 2024	February 29, 2024	64	52	81.25%	13	20.31%
IQW Survey - February 2024	February 29, 2024	72	32	45.83%	10	14.49%
OLM Survey - February 2024	February 29, 2024	23	15	63.64%	0	0.00%
A/C Tune-Up Survey - March 2024	May 1, 2024	52	11	21.95%	3	6.00%
HPwES Survey - March 2024	May 1, 2024	47	19	40.63%	5	10.87%
IQW Survey - March 2024	May 1, 2024	80	20	25.42%	7	8.97%
OLM Survey - March 2024	May 1, 2024	21	11	53.85%	1	4.76%
A/C Tune-Up Survey – April 2024	May 1, 2024	36	6	16.67%	2	5.71%
HPwES Survey – April 2024	May 1, 2024	64	33	51.11%	12	18.75%
IQW Survey – April 2024	May 1, 2024	66	22	34.00%	7	10.94%
OLM Survey – April 2024	May 1, 2024	21	11	53.85%	1	4.76%
A/C Tune-Up Survey – May 2024	June 14, 2024	33	6	26.32%	2	8.70%
HPwES Survey – May 2024	June 14, 2024	88	27	46.34%	7	11.86%
IQW Survey – May 2024	June 14, 2024	44	6	20.83%	0	0.00%
OLM Survey - May 2024	June 14, 2024	21	4	23.08%	1	5.56%
A/C Tune-Up Survey - June 2024	June 25, 2024	40	20	51.28%	4	10.26%
HPwES Survey - June 2024	June 25, 2024	110	48	44.44%	6	5.56%
IQW Survey - June 2024	June 25, 2024	45	19	42.22%	3	6.67%
OLM Survey - June 2024	June 25, 2024	19	13	68.42%	2	10.53%
A/C Tune-Up Survey - July 2024	August 2, 2024	38	15	58.33%	4	8.33%
HPwES Survey – July 2024	August 2, 2024	109	54	50.94%	9	8.49/5
IQW Survey - July 2024	August 2, 2024	86	38	48.1%	9	11.39%
OLM Survey - July 2024	August 2, 2024	504	314	63.18%	27	5.43%
A/C Tune-Up Survey - August 2024	August 28, 2024	21	15	71.43%	4	19.05%
HPwES Survey – August 2024	August 28, 2024	43	28	65.12%	5	11.63%
IQW Survey - August 2024	August 28, 2024	86	38	41.05%	5	5.26%
OLM Survey - August 2024	August 28, 2024	1,928	943	49.76%	89	4.7%
A/C Tune-Up Survey – September 2024	October 4, 2024	44	22	52.38%	5	11.90%
HPwES Survey – September 2024	October 4, 2024	66	45	70.31%	8	12.5%
IQW Survey – September 2024	October 4, 2024	71	37	53.62%	5	7.25%
OLM Survey – September 2024	October 4, 2024	21	11	55%	1	5%
A/C Tune-Up Survey – November 2024	December 4, 2024	30	10	36.73%	1	2.04%
HPwES Survey – November 2024	December 4, 2024	105	28	27.45%	4	3.92%
IQW Survey – November 2024	December 4, 2024	86	29	33.72%	8	9.3%
OLM Survey – November 2024	December 4, 2024	1,297	832	64.8%	111	8.64%

Table 22.8: Circuit Newsletter Metrics

MONTH	SCHEDULED RECIPIENTS	UNIQUE OPENS	OPEN RATE	CLICK-TO-OPEN RATE	UNIQUE CLICKS	CLICK-THROUGH RATE
February	101,690	43,691	43.15%	1.48%	645	.64%
March	102,519	41,342	40.53%	1.36%	562	.55%
April	100,786	38,084	37.89%	1.35%	514	.51%
May	100,630	41,898	41.76%	1.60%	671	.67%
June	101,449	41,883	41.43%	1.50%	627	.62%
July	102,258	48,375	47.67%	1.94%	938	.92%
August	103,111	42,779	41.77%	1.88%	806	.79%
September	103,970	55,629	53.85%	1.58%	877	.85%
October	104,634	54,984	52.77%	2.12%	1167	1.12%
November	104,687	45,020	43.19%	1.73%	777	.75%
December	105,734	46,554	44.20%	1.26%	588	.56%

Table 22.9: Entergy Newsroom Metrics

MONTH	PUBLISHED DATE	MESSAGE/ARTICLE TITLE	VIEWS
May	May 9	New Orleans students get Energy Smart	283
June	June 3	Energy Smart helps New Orleans customers stack savings this summer	301
June	June 18	Trim your bills with essential summer efficiency tips & tools	847
June	June 25	Energy Smart pays to save	1,237
July	July 8	Make a splash with $400 in extra savings this summer	
August	August 5	Keep your cool air inside and reduce energy waste with Energy Smart A/C Solutions	
September	September 19	Open the door to savings and free energy efficient products	
October	October 3	Recycling old fridges or freezers pays off	
November	November 6	How energy-efficient devices can spark joy and save energy	
December	December 3	Save your energy for what matters most	

Appliance Replacement and Recycling

The Energy Smart Appliance Recycling marketing tactics implemented throughout PY14 resulted in the program delivering 168 units recycled. Fifty percent of the recycled units came from zip codes that fall in Entergy New Orleans priority census tracts (70117, 70119, 70115, 70127, 70114, 70126, 70116, 70125, 70129, 70112, 70113).

The offering was supported with email, Google paid search, articles in the Entergy New Orleans Circuit Newsletters, blog posts on the Entergy Newsroom, organic social posts on Entergy New Orleans Facebook and X (formerly Twitter) accounts and a flyer with a QR code that was distributed to customer at community outreach events.

Marketing began in January and February with email campaigns targeting high energy users, followed by an email campaign in March targeting residential customers that previously participated in the Energy Smart program. On March 18, a Google paid search campaign was launched and ran through Dec. 20. On December 1, messaging was added to the landing page and paid search ads alerting customers that the offering was ending on December 20. The Google campaign delivered 92,800 impressions and 1,412 clicks, with a CTR of 2.02%, just shy of the national paid search benchmark of 2.41%. The offering was also featured in three blog posts on the Entergy Newsroom. The first in late June with the additional mentions of EasyCool and Peak Time Rebate and then on August 2 and August 8. The blog posts generated 52 visits to the Appliance Recycling landing page.

The Appliance Recycling landing page remained in the top 10 viewed pages on the Energy Smart website from January – December 2024 with 3,590 views. The top source of traffic to the landing page was Google paid search. The Google campaign delivered 92,800 impressions and 1,412 clicks, with a CTR of 2.02%, just shy of the national paid search benchmark of 2.41%.

The Appliance Recycling offering will be discontinued starting January 1, 2025.

Table 22.10: Appliance Recycling Metrics

CHANNEL	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Email: High Energy Users	January 10, 2024	18,135	9,229	51.30%	47	0.30%
Email: High Energy Users	January 22, 2024	17,939	9,415	53.00%	61	0.30%
Email: High Energy Users	February 12, 2024	18,032	8,935	50.00%	51	0.30%
Email: High Energy Users	February 27, 2024	4,108	2,096	54.60%	9	0.20%
Email: March Madness, Energy Smart Participants	March 19, 2024	4,060	2,404	64.20%	127	3.40%
Email: March Madness Remarket DNC/DNO	March 27, 2024	4,042	2,187	58.60%	24	0.60%
Email: DNO in the past 6 months	June 7, 2024	11,680	3,079	26.70%	199	1.70%
Google Keyword Search Ad	March 18 – December 20, 2024	92,800	N/A	N/A	1,412	2.02%

Peak Time Rebate

In January, the Energy Smart team began planning for the Peak Time Rebate Pilot to proactively prepare for the upcoming demand response season beginning in June. Based on the customer survey data from PY13, the Team worked to improve the online customer experience and offering messaging. The Team provided clear communications and resources with information regarding the offering in email

communications and embedded on the Energy Smart website. In an effort to provide continuous enhancements for this pilot, communication was crafted for previously enrolled customers with the new updates, clarification about how to earn incentives in this offering, and the new FAQ on the program website.

Preparation in March, April, and May included the creation of the following email templates; pre-season notice, eligibility notice, 24-hour event reminder communication, 1-hour event reminder communication, post-season did not qualify for incentives notice and your incentive check is on the way communication. Three text message templates were created: welcome message, 24-hour event notice and a 1-hour event reminder. Previously there were three event communications per event. Due to customer feedback the event notifications have been reduced to two per event.

In April, the Team was awarded a Gold Hermes Award for the Peak Time Rebate Pilot recruitment emails from PY13. Hermes Creative Awards are sponsored by the Association of Marketing and Communication Professionals. The organization assesses submissions from over 200 content categories, including creative electronic media, social media, interactive media, and audio campaigns. This year, over 6,500 entries were submitted by applicants throughout the US, Canada, and other countries.

PY14 recruitment efforts began the first week of May and ended July 3, 2024. During this time, a press release was distributed to local media outlets, eight emails were distributed to different audience segments along with a Google keyword search ad the last week of recruitment. Tactics such as email, press releases and organic social/articles, that strategically targeting certain audiences, outperformed the number of enrollments compared to the Google ad despite the number of impressions and clicks the ad received. The Entergy New Orleans' Residential, monthly e-newsletter featured the pilot enrollment information in May and June with the addition of organic social posts on Entergy New Orleans Facebook and X (formerly Twitter) accounts. Peak Time Rebate Pilot maintained the highest viewed page on the Energy Smart website in May and June.

Despite being a seasonal offering, Google Analytics reporting shows that the Peak Time Rebate Pilot landing page generated the second highest sessions on the Energy Smart website in PY14 with the majority as new users.

Table 22.11: Peak Time Rebate Recruitment Metrics

Channel	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Email drop 1: Census tracks and low income	May 7, 2024	19,867	9,411	46.7%	720	3.6%
Email drop 1: Remarket	May 22, 2024	12,723	3,124	23.5%	217	1.7%
Email drop 2: Energy Smart participants	May 21, 2024	22,842	14,802	63.8%	2,691	11.8%
Email drop 2: Remarket	May 28, 2024	8,462	1,618	18.5%	231	2.7%
Welcome back email	June 3, 2024	1,983	1,235	64.4%	288	15%
Email drop 3: NOLA residents	June 3, 2024	37,800	20,130	52.8%	2071	5.5%
Email drop 4: NOLA residents	June 14, 2024	52,504	33,566	62.4%	3,717	7.1%
Email drop 4: Remarket	June 19, 2024	19,843	4041	20.40%	323	1.60%
Email drop 5: Non-openers from the recruitment season	June 27, 2024	30462	2,236	7.40%	203	0.7%
Google Keyword Search Ad	June 27 – July 3	321,982	2,547	N/A	2,547	0.79%

Table 22.12: Peak Time Rebate Event Communication Metrics

Channel	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Event 1: 24-hour notice email	7/1/24	4379	2874	65.60%	127	2.90%
Event 1: 1-hour notice email	7/2/24	4371	2721	62.30%	90	2.10%
Event 2: 24-hour notice email	7/31/24	4282	2458	57.40%	61	1.40%
Event 2: 1-hour notice email	8/1/24	4274	2648	62.00%	28	0.70%
Event 2: 24-hour notice text	7/31/24	1172	-	-	280	24.00%
Event 2: 1-hour notice text	8/1/24	1714	-	-	-	-
Event 3: 24-hour notice email	8/6/24	4270	2585	60.40%	65	1.50%
Event 3: 1-hour notice email	8/7/24	4265	2465	57.60%	37	0.90%
Event 3: 24-hour notice text	8/6/24	1615	-	-	339	21.00%
Event 3: 1-hour notice text	8/7/24	1705	-	-	-	-
Event 4: 24-hour notice email	8/8/24	4276	2458	57.50%	39	0.90%
Event 4: 1-hour notice email	8/9/24	4273	2411	56.40%	17	0.40%
Event 4: 24-hour notice text	8/8/24	1610	-	-	281	17.00%
Event 4: 1-hour notice text	8/9/24	1699	-	-	-	-
Event 5: 24-hour notice email	8/13/24	4356	2593	59.50%	44	1.00%
Event 5: 1-hour notice email	8/14/24	4354	2496	57.30%	45	1.00%
Event 5: 24-hour notice text	8/13/24	1600	-	-	266	17.00%
Event 5: 1-hour notice text	8/14/24	1720	-	-	-	-

*1-hour notice texts did not include a link for customers to click, therefore no data can be provided for clicks and click-through rate.
*No open or open rate data available for event text messages in PY14.

EasyCool

The EasyCool offering was supported in PY14 through a media mix of email campaigns, banners on the residential online marketplace, blog pots on the Entergy Newsroom, article in the Circuit Newsletter and organic social posts on ENO Facebook and X (formerly Twitter) accounts.

The first tactic deployed was an Earth Day email campaign that was in market April 2-April 30. It consisted of four emails targeting customers that purchased a smart thermostat but did not enroll in the EasyCool Demand Response offering. The four emails averaged an open rate of 47.10% and a click-through rate of 4.80%. Entering the demand response season, a pre-season email communication was sent in May to residential customers that were currently enrolled in the EasyCool offering. Additional email campaigns were deployed in August, September, and October, targeting customers that purchased smart thermostats or received them through home assessments, but did not enroll in EasyCool.

EasyCool is also offered on the residential online marketplace. In addition to a banner ad on the OLM site, customers have the option to get an instant $50 off the price of the thermostat if they choose the thermostat with EasyCool enrollment option at checkout. In addition, the offering was featured in a blog post in late June on the Entergy Newsroom with the additional mentions of Appliance Recycling and Peak Time Rebate, articles in the Circuit Newsletter as well as organic social posts on ENO Facebook and X (formerly Twitter) accounts. EasyCool was included in newsletter content provided for inclusion in City Council constituent newsletters and New Orleans Baptist Ministries newsletters.

Table 22.13: EasyCool Metrics

CHANNEL	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Email: Earth Day Lead Gen	April 2, 2024	840	449	57.90%	56	7.20%
Email: Earth Day DNO Remarket	April 9, 2024	339	64	18.90%	7	2.10%
Email: Earth Day DNC Remarket	April 9, 2024	90	61	67.80%	3	3.30%
Email: Earth Day Bonus New Creative/Messaging	April 24, 2024	850	395	50.30%	43	5.50%
Email: Earth Day Final Reminder	April 29, 2024	689	260	40.60%	38	5.90%
Pre-season letter	May 31, 2024	4,891	3,765	77.90%	71	1.50%
Email: Lead Gen: Circle of Savings	August 17, 2024	164	92	59%	12	8.00%
Email: Lead Gen: Unlock Extra Savings	September 9, 2024	390	138	38%	4	1.00%
Email: DNO Remarket	September 19, 2024	226	75	33.2%	7	3.10%
Email: Lead Gen: Turn your T-Stat into Cash	October 21, 2024	419	176	46%	4	1.00%
Email: DNO Remarket	October 28, 224	213	52	24.4%	4	1.90%

Energy Smart Online Marketplace

Cross promotion and targeted customer audiences were primary focuses of marketing efforts throughout PY14. Primary tactics included email marketing, blog, and newsletter content, Google Shopping ads, digital ads, homepage online store banners, direct mail distribution, and in-person outreach. These tactics created awareness for marketplace promotions, benefits of energy efficient products and educated customers on the Energy Smart portfolio as a whole home solution.

The option to pre-enroll in the EasyCool offering when purchasing an eligible smart thermostat from the online marketplace was added in PY13. In June PY14, the team launched a Customer Research Survey to continuously improve the customer experience and better understand opportunities within the EasyCool pre-enrollment process. The survey was sent to 198 customers and the results provided insights into customer awareness and understanding of the EasyCool option and additional information on the installation experience.

Table 22.14: EasyCool Customer Research Survey Emails

EMAIL NAME	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Lead Generation Email	June 12, 2024	198	75	44.07%	19	11.18%
Remarketing Email	June 19, 2024	177	66	43.4%	19	12.5%

Table 22.15: Online Marketplace Promotions

PROMOTION NAME	RUN DATES	PRODUCTS PROMOTED
WINTER HELPFULNESS PROMOTION	February 14- 29, 2024	Sensi smart thermostat, Sensi Touch 2 Smart Thermostats, Google Nest Thermostat, Google Nest Learning Thermostat
LEAP YEAR SAVINGS PROMOTION	February 15- 29, 2024	Indoor Water Savers and Specialty LEDs
BOGO PROMOTION	March 11- April 9, 2024	Free Simply Conserve Advanced Power Strip with purchase of ecobee or Sensi* thermostat
EARTH DAY PROMOTION	April 8- May 1, 2024	Simply Conserve Advanced Power Strip, Google Nest Thermostat, Google Nest Learning Thermostat, Sensi smart thermostat, Sensi Touch 2, ecobee3 lite, ecobee Enhanced, ecobee Premium, Honeywell Home Color 7 Day Thermostat, Honeywell Home T9 with Sensor Smart Thermostat
GOOGLE NEST LEARNING FOREVER PROMOTION	April 29- August 19, 2024	Google Nest Learning Thermostat
SPRING PROMOTION	May 2- June 12, 2024	Honeywell Home T9 w/ Sensor
MEMORIAL DAY PROMOTION	May 22- June 21, 2024	Sensi smart thermostat, Sensi Lite, Sensi Touch 2, Simply Conserve Tabletop Air Purifier
FATHER'S DAY/FOURTH OF JULY PROMOTION	June 13- July 8, 2024	Sensi smart thermostat, Sensi Lite, Sensi Touch 2
FOURTH OF JULY PROMOTION	July 1- 15, 2024	ecobee3 lite, ecobee Enhanced, ecobee Premium
FREE AIR PURIFIER GIVEAWAY I	June 12- August 19,, 2024	Simply Conserve Tabletop Air Purifier
SUMMER REMARKETING PROMOTION		
BACK TO SCHOOL SAVINGS PROMOTION	August 6- 20, 2024	Simply Conserve Tabletop Air Purifier and Advanced Power Strip
FREE REPLACEMENT FILTER COUPON OFFER	October 1-31,2024	Free Simply Conserve Replacement Air Filter with Purchase of qualifying product
ENERGY AWARENESS MONTH PROMOTION		
FREE AIR PURIFIER GIVEAWAY ||	November 1- December 31, 2024	Simply Conserve Tabletop Air Purifier
BLACK FRIDAY/ CYBER MONDAY PROMOTION	November 11- December 4, 2024	Simply Conserve Advanced Power Strip and Tabletop Air Purifier, Google Nest Thermostat, Google Nest Learning Thermostat, Sensi smart thermostat, Sensi Touch 2, ecobee3 lite, ecobee Enhanced, ecobee Premium, Indoor water savers
HOLIDAY PROMOTION	December 5- 31, 2024	Google Nest Thermostat, Google Nest Learning Thermostat, Sensi smart thermostat, Sensi Touch 2, ecobee3 lite, ecobee Enhanced, ecobee Premium, Standard LEDs

Table 22.16: Online Marketplace Metrics

EMAIL NAME	IN-MARKET DATE	IMPRESSIONS/ SENDS	CLICKS	CLICK-THROUGH RATE
Google Shopping Ads – Group 1	February 1, 2024	162,774	2,342	1.50%
Google Shopping Ads- Group 2	February 1, 2024	203,112	2,094	1.01%
Search Ads- Summer thermostats	June 13, 2024- July 31, 2024	3,636	444	12.21%
Display Ads- Energy Awareness Month				

Direct Mail Postcard- BFCM (Google Only)	November 20, 2024	4,501	n/a	n/a
Display Ads- BFCM (Google only)	November 11- December 3, 2024	1,466,020	1,173	.08%
Search Ads- BFCM (Google only)- Group 1	November 11- December 3, 2024	895	116	12.96%
Search Ads- BFCM (Google only)- Group 2	November 11- December 3, 2024	1,590	146	9.18%
Facebook-carousel Ad- BFCM (Google only)	November 26- December 3, 2024	169,929	1,289	.76%
Instagram-carousel Ad- BFCM (Google only)	November 26- December 3, 2024	23,580	229	.97%
Facebook- Story Ad- BFCM (Google only)	November 26- December 3, 2024	76,354	666	.87%
Instagram-Story Ad- BFCM (Google only)	November 26- December 3, 2024	9,036	88	.97%
Display Ads- Holiday promo		637,716	401	.06%
Paid Social- Holiday Promo	December 24- 30, 2024			

Table 22.17: Online Marketplace Email Metrics

Email	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Leap Year Savings– Lead Generation Email	February 16, 2024	57,045	14,500	25.7%	155	.27%
Leap Year Savings - Remarketing Email	February 22, 2024	9,095	2,211	24.86%	47	.53%
Leap Year Savings– Lead Generation Email	February 27, 2024	54,144	3,933	7.39%	187	.35%
BOGO Campaign – Lead Generation Email	March 26, 2024	56,799	15,389	27.39%	135	.24%
BOGO Campaign – Remarketing Email	April 3, 2024	27,260	3,509	12.93%	53	.2%
BOGO Campaign – Remarketing Email	April 3, 2024	18,177	1,643	9.09%	35	.19%
Earth Day Promo Campaign – Lead Generation Email	April 11, 2024	27,201	1,882	6.95%	82	.3%
Earth Day Promo Campaign – Lead Generation Email	April 11, 2024	18,147	1,466	8.12%	73	.4%
Memorial Day Promo Campaign – Lead Generation Email	May 29, 2024	54,742	3,671	7.96%	266	.49%
Memorial Day Promo Campaign – Lead Generation Email	May 29, 2024	44,233	2,825	7.71%	220	.50%
Summer thermostat Promo Campaign- Lead Generation Email	June 21, 2024	50,160	12,469	25.02%	228	.46%
Summer thermostat Promo Campaign- Remarketing Email	June 29, 2024	46,989	11,547	24.64%	162	.35%
Summer thermostat Promo Campaign- Remarketing Email	July 8, 2024	47,356	11,905	25.24%	395	.84%
Back to School savings– Lead Generation Email	August,15, 2024	14,979	2,890	19.44%	52	.35%
Back to School savings – Remarketing Email	August 20, 2024	14,643	2,634	18.07%	34	.23%
Black Friday/Cyber Monday - Lead Generation Email (Google only)	November 26, 2024	98,740	15,360	15.67%	99	.1%
Black Friday/Cyber Monday- Last Chance Email (Google only)	December 1, 2024	94,855	15,621	16.59%	73	.08%
Holiday promo- Lead Generation Email #1(LEDs only)	December 11, 2024	95,488	17,694	18.64%	144	.15%
Holiday promo- Last Chance Email #2 (LEDs only)	December 17, 2024	93,835	15,603	16.72%	147	.16%
Holiday promo- Lead Generation Email #3 (tStats only)	December 21, 2024	21,475	3,504	16.33%	4	.02%

In June, a free air purifier campaign was launched. The goal of this campaign was to engage with new customers by offering a limited quantity of free ENERGY STAR® certified tabletop air purifiers. This campaign specifically targeted a small audience of 12,233 customers who had not yet had a Home

Performance with ENERGY STAR assessment, were high energy users and lived in single-family homes. The campaign included email, direct mail postcard and handouts for community outreach events including the Hospitality Healthy Fair and National Urban League Conference. Due to the nature of the free air purifier offering and cleaner air health benefits, the promotion and the Energy Smart brand gained visibility to over 20,000 residents and attracted attention from a research study conducted by Tulane University. The promotion gained substantial traction, going viral across social media platforms such as Reddit, Meta, and X in late August leading to approximately 2,800 air purifiers being ordered in 6 days, with a total of 3,980 at the end of the promotion (almost doubling the original goal of offering 2,000 air purifiers. The success of the campaign enabled the team to plan and launch a second campaign in 2024 throughout the holiday season and will continue to be an essential part of strategy for 2025.

Table 22.18: Free Air Purifier I Campaign

CHANNEL	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Hospitality Heath Fair Event	June 12, 2024	500	n/a	n/a	n/a	n/a
Outreach cross promotional flyer	July 27, 2024	300	n/a	n/a	n/a	n/a
Direct Mail Postcard	August 5	2,706	n/a	n/a	n/a	n/a
Lead Generation Email (Group 1 - 2)	July 16, 2024	2,730	716	26.32	113	4.15%
Remarketing Email (Group 1 - 2)	July 18, 2024	2,438	433	17.79%	43	1.77%
Lead Generation Email (Group 3 - 8)	July 18, 2024	1,654	423	25.88%	50	3.04%
Remarketing Email (Group 3 - 8)	July 23, 2024	1,532	357	23.41%	30	1.97%
Lead Generation Email (Group 9 - 10)	July 19, 2024	4,230	1,098	26.53%	190	5.59%
Remarketing Email (Group 9 - 10)	July 25, 2024	3,763	612	16.31%	75	2%
Lead Generation Email (Group 11)	August 15, 2024	914	413	46.04%	126	14.05%
Remarketing Email (did not open)	August 16, 2024	8,647	2,219	25.82%	219	2.55%
Abandoned Cart Email	August 19, 2024	816	334	41.44%	78	9.68%

In July, the teams launched a remarketing campaign to reach customers who have previously had an A/C tune-up but have not yet installed a smart thermostat in their home. The campaign educated customers on the benefits of using an ENERGY STAR® smart thermostat and how using one could improve the home's cooling system. The campaign cross promoted the ways to save with a Home Performance with ENERGY STAR assessment and purchase a thermostat on sale through the online marketplace.

Table 22.19: Summer Remarketing Campaign

CHANNEL	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Direct Mail Postcard	August 9, 2024	3,320			41	
Email #1- Lead Generation	August 15, 2024	1,124	356	31.81%	22	1.88%
Email #2 – Remarketing	August 19, 2024	1,219	321	26.49%	12	.99%
Email #3- Did not open	August 26, 2024	1,032	242	23.68%	7	.68%
Email #4- Remarketing	August 27, 2024	938	192	20.67%	2	.22%

Beginning in October, a remarketing campaign was sent to customers who had claimed their free purifier in June- August. Eligible customers received a unique coupon code for a free replacement filter with purchase of a qualifying product on the marketplace, limited to the first 2,000 customers.

Table 22.20: Coupon offer for free replacement air filter Campaign

EMAIL NAME	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Email #1- Lead Generation	October 1, 2024	1,332	838	65.21%	225	17.51%
Email #2- Lead Generation	October 7, 2024	1,149	673	60.52%	135	12.14%
Email #3- Remarketing	October 15, 2024	1,058	409	38.95%	48	4.57%

In October, to support the Energy Awareness Month promotions, the team launched an email campaign tailored to two different audiences, customers who are eligible to purchase smart thermostats and those who are not. Additionally, each email was deployed with two versions for the subject line, to A/B test the messaging focus; version (a) subject line focused on free shipping, while version (b) focused on Energy Awareness Month. The emails focusing on free shipping, resulted in higher open rates and click-thru-rates.

Table 22.21: Energy Awareness Month Campaign (thermostat eligible customers)

CHANNEL	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Display ads		216,226			218	.10%
Email #1 (a)- Lead Generation	October 8, 2024	29,099	4,990	17.74%	114	.41%
Email #1 (b)- Lead Generation	October 8, 2024	28,267	4,264	15.8%	55	.2%
Email #2 (a)- Remarketing	October 15, 2024	28,842	5,306	18.64%	132	.46%
Email #2 (b)- Remarketing	October 15, 2024	27,951	5,355	19.44%	96	.35%

Table 22.22: Energy Awareness Month Campaign (non-thermostat eligible customers)

CHANNEL	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Email #3 (a)- Lead Generation	October 8, 2024	8,265	2,909	36.9%	27	.34%
Email #3 (b)- Lead Generation	October 8, 2024	6,839	1,440	21.8%	17	.26%
Email #4 (a)- Remarketing	October 15, 2024	7,691	1,544	19.53%	17	.22%
Email #4 (b)- Remarketing	October 15, 2024	6,777	1,424	21.11%	22	.33%

Table 22.23: Free Air Purifier II Campaign

EMAIL NAME	IN-MARKET DATE	IMPRESSIONS/ SENDS	AUDIENCE REACH/ OPENS	OPEN RATE	CLICKS	CLICK-THROUGH RATE
Organic social						
Email #1- Lead Generation (Abandoned cart pre-sale)	October 31, 2024	235	79	34.2%	26	11.26%
Email #2- Lead Generation (pre-sale)	October 31, 2024	2,301	588	25.77%	41	1.8%
Email #3- Lead Generation	November 8, 2024	96,198	19,361	20.21%	2,582	2.7%

Email #4- Remarketing	December 2, 2024	97,894	18,800	19.3%	1,474	1.51%
Email #5- Remarketing	December 19, 2024	78,937	10,599	13.51%	413	.53%
Email #6 – Last Chance	December 31, 2024	7,187	3,731	52.01%	512	7.24%

At the end of 2024, the online marketplace had reached 71,295 visits, an increase of 47.38% vs. PY13. The top 5 products ordered were the Simply Conserve Tabletop Air Purifier- Exclusive, Google Nest Thermostat, Simply Conserve Replacement Air Filter, Honeywell Home T5 Smart Thermostat, and the Simply Conserve Advanced Power Strip. Overall, in PY14 the marketplace reached 5,672 new customers, a 133.51% increase compared to PY13 and achieved a returning customer rate of 25.39% (23.54% in PY13) and a 11.08% conversion-rate average (7% in PY13).

Marketing Collateral

- General Energy Smart Overview Handout (English)
- Rebate Forms
    - A/C Tune-Up Rebate Form
    - Central A/C Rebate Form
    - Duct Efficiency Improvement Rebate Form
    - HPwES and MF Attic Insulation and Air Infiltration Reeducation Rebate Form
    - IQW Attic Insulation and Air Infiltration Reeducation Rebate Form
    - IQW Duct Efficiency Improvement Rebate Form
    - Air Purifier Rebate Form
    - Dehumidifier Rebate Form
    - Freezer Rebate Form
    - Heat Pump Water Heater Rebate Form
    - Pool Pump Rebate Form
    - Refrigerator Rebate Form
    - Smart Thermostat Rebate Form
    - Trade Ally Smart Thermostat Rebate Form
    - Water Cooler Rebate Form
    - Window A/C Rebate Form
- Customer Satisfaction Surveys
    - Home Performance with ENERGY STAR Satisfaction Survey
    - Income-Qualified Weatherization Satisfaction Survey
    - A/C Tune-Up Satisfaction Survey
    - Energy Smart Online Marketplace Satisfaction Survey
- Sensi Smart Thermostat Leave Behind
- HPwES and IQW Sorry We Missed You Door Hanger
- Residential ‘Open the door to savings’ Door Hanger
- Multifamily Sorry We Missed You Door Hanger
- Multifamily Landlord Permission Form
- Multifamily Direct Install Service Agreement
- Multifamily Program Sell Sheet
- Multifamily Tenant Leave Behind
- Multifamily Tenant Notification Flyer
- Retail Employee Education Flyer
- Air Purifier Rebate Landing Page
- Smart Thermostat Rebate Landing Page

- Dehumidifier Rebate Landing Page
- Water Cooler Rebate Landing Page
- Heat Pump Water Heater Landing Page
- Freezer Rebate Landing Page
- Refrigerator Rebate Landing Page
- Pool Pump Rebate Landing Page
- Window A/C Rebate Landing Page
- Trade Ally Rebate Forms Landing Page
- HERs Reports
- CEP Widget
- Vehicle Magnet
- Point of Purchase Signage

Marketing Tactics

- Owned media
    - Energy Smart website content
    - Email
    - Entergy organic social
    - Circuit e-newsletter content
    - Entergy Newsroom content
- Paid media
    - Print ads for Preservation in Print magazine
    - Digital search and display advertising
    - Digital shopping ads
    - Paid social media
- Direct mail
    - Postcards
    - Bill insert
- Community outreach
    - Energy efficiency kit materials
    - Neighborhood canvassing
- Appliance Recycling Campaign materials
- Air purifier Campaign materials
- Home Performance with ENERGY STAR® Campaign Materials
- A/C Solutions Campaign Materials
- Online Marketplace Promotions
- EasyCool Pre-Enrollment Customer Reminder Email
- Trade Ally Emails

Residential Customer Satisfaction

Understanding program performance and customer satisfaction are vital to the success of the Energy Smart program. The team surveyed customers to gauge satisfaction with various elements such as the program in general, process for participating, the staff or trade ally they worked with and their energy-efficient upgrade. The team reviews customer satisfaction survey results quarterly to ensure that program satisfaction remains high and continuously improves the customer journey. Customer satisfaction across all programs showed positive responses, with most customers highly likely to recommend Energy Smart to their friends or colleagues. Detailed customer responses highlighted their appreciation of the professionalism and knowledge of the Energy Advisor, their satisfaction with the offerings and their interest in additional opportunities to lower their bills and save more energy.

Across the residential offerings, customer satisfaction regarding the service, installation and safety averaged scores between seven and ten, with ten indicating very high satisfaction. The team will use the motivational responses received by customers in PY14 to inform strategies to increase customer engagement in PY15. These motivators included saving money on their utility bill, the no-cost direct install items and assessment and helping the environment. Customer home assessment report emails, appointment confirmation, and follow up emails will provide additional opportunities in PY15.

Table 22.24: Customer Satisfaction Survey Results – HPwES/IQW/MF

QUESTION	HPWES	IQW	MF
Overall, how satisfied are you with the offering?	8.3	8.6	9.8
How satisfied were you with the professionalism of the energy advisor?	8.9	8.6	9.8
How satisfied were you with the energy advisor's knowledge about the products installed and ability to answer your questions?	8.8	8.6	9.8
How satisfied are you with the safety measures taken by the energy advisor? (Used ladder, wore gloves, had on safety glasses, etc.).	8.9	8.5	10.0
How likely are you to implement changes recommended by the energy advisor?	8.8	8.9	N/A
How satisfied were you with the enrollment and scheduling process?	8.4	9.4	N/A
How likely is it that you would recommend the program to a friend or colleague?	8.7	9.0	N/A
Top motivation for participating in the offering.	Wanted to reduce my utility bill.	Wanted to reduce my utility bill.	Wanted to reduce my utility bill. Items and audit were free.

**Scoring is based on question response average.*

Table 22.25: EasyCool Customer Satisfaction Survey Results

QUESTION	EASYCOOL SCORES*
Overall, how satisfied are you with the offering?	9.2
How satisfied were you with the enrollment process?	9.6
How satisfied were you with the time it took to receive your incentive?	9.0
How likely is it that you would recommend the offering to a friend or family member?	9.3
What was your top motivation for participating in the offering?	Wanted to reduce my utility bill.

**Scoring is based on question response average*

Table 22.26: A/C Tune-Up Customer Satisfaction Survey Results

QUESTION	A/C TUNE-UP SCORES*
Overall, how satisfied are you with the A/C Tune-Up offering?	8.7
How satisfied were you with the professionalism of the trade ally?	8.8
How satisfied were you with the quality of service provided by your trade ally?	8.8
How satisfied were you with the enrollment and scheduling process?	9.0
How likely is it that you would recommend the program to a friend or colleague?	8.8
How satisfied were you with the trade ally's knowledge and ability to answer your questions?	8.9
How satisfied are you with the safety measures taken by the trade ally? (Used ladder, wore gloves, had on safety glasses, etc.)	9.0
Top motivation for participating in the offering.	Wanted to reduce my utility bill.

Table 22.27: Online Marketplace Customer Satisfaction Survey Results

QUESTION	ONLINE MARKETPLACE SCORES*
Overall, how satisfied were you with your Online Marketplace order and experience?	9.1
How satisfied were you with the item(s) you purchased from the marketplace?	9.2
How satisfied were you with the turnaround time it took to receive your item(s)?	9.2
How satisfied were you with the ordering process?	9.3
How likely is it that you would recommend the program to a friend or colleague?	9.2

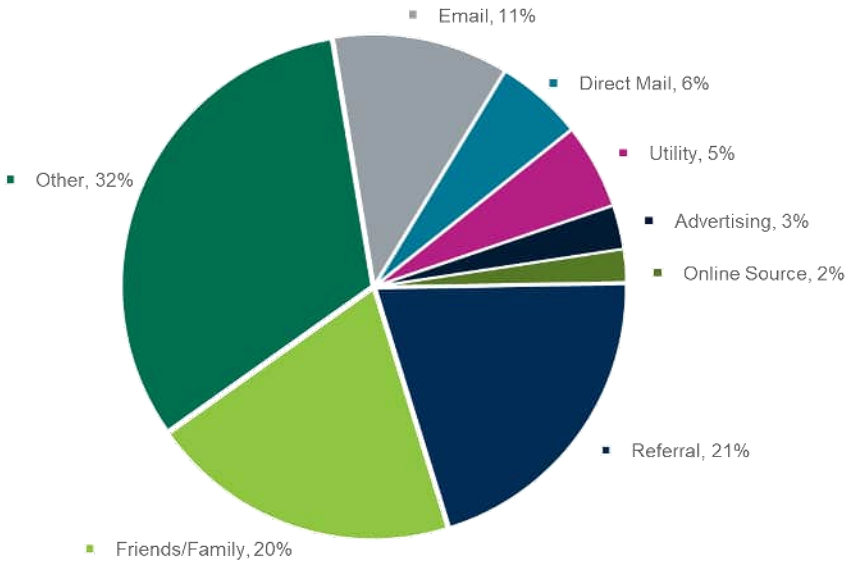
How likely are you to shop on the Energy Smart Online Marketplace again?	9.1
How satisfied were you with the ease of installing the item(s) ordered?	9.2
Top motivation for participating in the offering.	Items ordered were free/discounted.

Table 22.28: Appliance Recycling Customer Satisfaction Survey Results

QUESTION	AR&R SCORES*
Overall, how satisfied were you with your experience with the Energy Smart Appliance Recycling offering?	**8.8**
How satisfied were you with the scheduling process?	**9.4**
How satisfied were you with the team that removed your old refrigerator or freezer?	**9.4**
How likely are you to participate in other Energy Smart residential offerings?	**8.8**
How likely is it that you would recommend the program to a friend or family member?	**8.8**
What motivated you to participate in the offering?	**$50 rebate**

**Scoring is based on question response average.*

Graph 22.1: Lead Sources



*Other is a combination of Other/unidentified (27.37%) Event (1.51%), Community Partner (1.16%), Social Media (0.62%), Telemarketing (0.54%), Newsletter (0.19%), Door to Door Canvassing (0.31%) and TV (0.50%).

The Energy Smart team tracked residential customer participation using identified lead marketing sources for customers that included community events/outreach, tabling at customer care centers, email, friends and family/word-of-mouth marketing, direct mail, utility referrals, social media, the Energy Smart website and traditional advertising. The highest performing lead sources for PY14 included referral sources such as trade ally contractors and family and friends. Email and direct mail continued to be popular and consistent channels through PY14. The team will continue to expand customer reach via outreach, community engagement, and digital channels to drive traffic to the program website.

Planned or Proposed Changes

EasyCool Demand Response offering will be supported via email campaigns to customers who purchased t-stats or received them through free home assessments but have not yet enrolled in the offering; banner ad throughout the year on the residential online marketplace, promoted in residential marketing communications that market smart thermostats and paid/organic social media. A new tactic that will be implemented in PY15 is a post home assessment customer leave-behind with instructions on how to enroll your Sensi thermostat in the EasyCool Demand Response offering.

Appliance Recycling offering will be retired from the portfolio in PY15.

Across all residential offerings, the team will continue to focus on leveraging cross promotional opportunities with owned media platforms and the behavioral offerings as well as new tactics in PY15 such as utilizing a propensity model.

For the Home Performance with ENERGY STAR® and Income Qualified-Weatherization the team will continue to focus on cross promotional opportunities with local and community-based organizations and in person outreach. In addition, the team will be hosting new neighborhood community events. To help

support customers participating in these offerings and the A/C tune-up offering, the team will be implementing new customer communication notifications to help improve the customer journey.

A/C Solutions will be offering a new scheduling request form, allowing customers an additional way to participate to simplify the process.

Residential Appliances offering will continue to utilize point-of-purchase signs for qualified energy-efficient products. New tactics will include the launch of rapid rebates, an online form to simplify and speed up the rebate process for customers.

The Energy Smart Online Marketplace will continue to focus increased energy-saving opportunities with manufacturer promotions and launch new pilot offerings through the personalized offering platform, specifically for income qualified customers.

Community Outreach

The PY14 community outreach strategy consisted of partnering with existing and new community program partners to increase awareness and secure customer leads for program participation. The tactics used included attending live and virtual meetings run by community groups and small business associations, in-person tabling at community events and the two Customer Care Centers and neighborhood canvassing. The team offered flexible content options to community groups, ranging from five-minute briefings to 60-minute energy efficiency lessons for maximum community impact.

PY14 community outreach efforts resulted in Energy Smart participating in 118 events, reaching over 2,427 community members. During Q1 and Q2, community outreach was conducted at 44 events, gaining visibility with over 880 community members. Throughout Q3 and Q4, community outreach was conducted at 74 events, gaining visibility to over 1,557 community members. The Energy Smart team produced 1,000 program branded energy efficiency kits containing two LED Nite lights, two LED bulbs and an insert messaging free home assessment, for distribution at events. During PY14, over 600 kits were distributed. Additional branded promotional items utilized at events included pens, hot/cold packs, Koozies, recyclable notebooks, flower packs, hand sanitizers and jar grippers.

Several nonprofits and community groups hosted Energy Smart community outreach where staff presented at meetings or tabled at events. These groups included Entergy Customer Care Centers, Preservation Resource Center, Hoffman Triangle Neighborhood, HANO/ROSS, the City of New Orleans Office of Neighborhood Engagement, Dillard University, Urban League Health Expo and Baptist Ministries Celebration.

A soft launch of the PY15 Neighborhood Based Delivery Pilot was implemented in late Q4, targeting 155 homes in the Desire/New Florida neighborhood. Soft launch tactics included a direct mail and email campaign to those households, followed by neighborhood canvassing, distributing door hangers with home assessment messaging.

Commercial Marketing and Outreach

Highlights

During Q1 and Q2, the Energy Smart team launched the redesign and optimization of the Energy Smart website, developed new marketing communications and creative assets, rebranded existing collateral and implemented a media strategy focused on utilizing digital media tactics, for enhanced audience

targeting, better data measurements and improved conversion rates. Email campaigns were used to message offerings directly to Entergy New Orleans commercial customers as well as earned media from program partners.

Phase 1 of the Energy Smart website redesign was implemented in Q1 with a website discovery meeting between the agency partner and Energy Smart program team to understand programs needs and identify clear objectives for premium website functionality. The first step within Phase 1 was re-designing and simplifying the content on the business landing page as well as developing a new site map with consolidated pages and content to create an improved user experience.

The media plan in PY14 consists of digital media tactics such as site retargeting, dominant display, pre-roll, streaming TV, Search Engine Marketing (SEM), paid social and digital sponsorship packages with Biz New Orleans and Georges Media Group, Louisiana's largest *media* organization that is home to The Times-Picayune | NOLA.com, The Advocate, Gambit and the Acadiana Advocate.

January through April messaging focused on promoting Small Business Energy Assessments and the $9M Energy Smart fund. A variety of creative assets were developed to support these offerings. The team produced a :60, :30 and :15 animated video promoting the small business energy assessment offering, The :60 video was added to the website and the :30 and :15 videos were used for the April/May pre-roll media buy. In addition to the SBEA video, additional digital ad campaigns targeting small and large commercial customers were developed and rotated into the media schedule-four campaigns for SBEA and three for $9M Energy Smart fund.

In May, customer testimonials were added to the messaging mix. The team produced a :120, :30 and :15 video featuring the owner of Wakin'Bakin' about his positive experience with the Energy Smart program. The two-minute video was placed on the Energy Smart website and included in the sponsored content article on NOLA.com. The :30 video was included in the digital high impact unit that ran on NOLA.com on May 23. Two creative concepts for Wakin'Bakin' were developed for A/B testing purposes. One concept focusing on ease, the other on reducing costs. The concept focusing on ease performed better against the large C&I target while the concept focused on costs performed better against the small C&I target. The last customer testimonial produced and deployed in May was for the Biz New Orleans sponsorship. It was an article featuring the facility director for City Park Conservancy and Energy Smart trade ally Synergy Building Solutions, where they shared their positive experience working with the Energy Smart program for the BAS project completed at the Arbor Room, an event venue in City Park.

At the close of Q2, nine advertising campaigns were developed. The campaigns were:

- Laissez les bons temps rouler
- JoAnn's Café
- Reduce your Operating Costs?
- $9M Energy Smart fund, get your slice
- $9M Energy Smart fund, get your share
- Got time for your bottom line?
- City Park Conservancy testimonial
- Wakin'Bakin' testimonial – Easy concept

- Wakin'Bakin' testimonial – Reduced costs concept

Key takeaways from the month over month Google Analytics reporting shows that the $9M Energy Smart fund and JoAnn's Café campaigns that ran in April generated significant increases in impressions, clicks and conversions. Impressions were up 527.65%; clicks up 78.82%; and conversions up 33.91%. The launch of the Wakin'Bakin' campaign in May generated a month over month increase of 28.53% in conversions. Search Engine Marketing campaign has an average click thru rate of 14.74%, nearly 2.5% higher than the high end of the national average of 2-6%. The NOLA.com sponsored content article that ran in May, drove the most users to the business landing page.

Program marketing collateral assets underwent a refresh as well. New collateral assets such as sector sheets targeting restaurant, retail, grocery, and office commercial accounts were developed. These sector sheets provided content on energy waste per sector and the energy-saving measures and incentives available through the Energy Smart program. With the significant increase in A/C tune-up incentives, the Energy Smart team developed a fillable HVAC Tune-up application and deployed a series of A/C tune-up focused email campaigns in May and June. A Disclaimer of Warranties and Limitation of Liability form was created for commercial customers to sign prior to a direct installation of products from the Energy Smart program team. A customer handout promoting the Small Business Energy Assessment Referral Bonus was created for direct customer outreach. A New Construction Code Compliance overview and new construction prescriptive list launched in July.

The following existing collateral assets were rebranded to reflect the new branding guidelines: Commercial and Industrial Overview; Small Business Energy Assessment; Prescriptive Incentive List; Become a Trade Ally Overview; Tiered Trade Ally List; Small Business Direct Install Application; and the infographic messaging the total number of Entergy New Orleans customers served, kWh saved and total amount in incentives distributed since 2013. The rebranded case study template is currently in progress and will be ready in Q3. The Energy Smart commercial photo library was refreshed with new images from an April photo shoot at select businesses. These images consisted of photographing a small business energy assessment including interior and exterior shots of the businesses including their commercial kitchen and HVAC equipment.

The content for case studies spotlighting projects completed by Lycée Francais New Orleans, Southern University at New Orleans, and the New Orleans Ernest Morial Convention Center is completed and will be dropped into the rebranded case study template and distributed in Q3.

Earned media placements were secured with program partners during Q1 and Q2. Content for program partner websites, e-newsletters and organic social posts were utilized by Entergy New Orleans, New Orleans & Company, Downtown Development District, Mayor's Office of Nighttime Economy and Verite News. Verite News, a new program partner, reposted the Biz New Orleans sponsored content article about the City Park project completed through Energy Smart as well as placing the $9M fund digital creative on their website during the month of June.

Twenty-two targeted email campaigns were deployed throughout Q1 and Q2. During the period of January through April, email messaging focused on promoting the Small Business Energy Assessment and the $9M Energy Smart fund. The target audience for the SBEA focused emails were small C&I accounts. The target for the $9M Energy Smart fund emails were large C&I accounts. In May, with the increase in A/C tune-up incentives, combined with summer on the horizon, the messaging priority shifted to promoting A/C tune-ups. The target audience for this email campaign was both small and large C&I

accounts. Overall, the C&I email open rates exceeded the “all industries category” national benchmark of 37.7%. Seven of the email campaigns click thru rates were on par or exceeded the “all industries category” national benchmark of 2%.

In April, the marketing team added a “How did you hear about this offer?” field to C&I webforms enhancing data tracking capabilities and providing deeper insights into traffic sources and user engagement. Throughout the year, 167 Small Business Energy Assessment webform requests were received, with a notable increase from 67 in the first half of the year to 100 in the second half-an uptick of 33 requests. Email as the primary source of awareness was cited in approximately 110 submissions from April-December. Additionally, the request a call from an Energy Advisor webform totaled 168, rising significantly from 55 in Q1/Q2 to 113 in Q3/Q4, an increase of 58 submissions. Of these, 50 requests originated from email communications, while 48 were driven by word-of-mouth referrals. Meanwhile, the project inquiry forms saw a total of 40 submissions, with 36 in Q1/Q2 and only four in Q3/Q4.

Following Q2, the Energy Smart marketing and outreach team decided to eliminate the project inquiry form, as excessive forms and call-to-action options on the website were leading to higher abandonment rates.

Eighteen targeted email campaigns were deployed throughout Q3 and Q4 aligning and supporting organic and paid media efforts. During the period of July through December, email messaging focused on promoting the Small Business Energy Assessment and the Small Business Energy Assessment Referral Bonus. The target audience for the SBEA focused emails were small C&I accounts. The target for the SBEA referral bonus emails were small C&I accounts that previously completed a SBEA with Energy Smart. During the period of October through December, the team expanded the target audience for email campaigns to both small and large C&I accounts. The messaging shifting to align with Energy Smart’s commercial customer testimonial campaigns for Rayne Church and a countdown of the Energy Smart funds remaining from the original $9M.

The following case studies were completed in Q3: Southern University at New Orleans, Convention Center and the Arbors on the lake. Additional collateral including a New Construction code compliance overview and prescriptive incentive were also created.

Google Analytics reporting shows that the business and small business energy assessment landing pages generated the third and fourth highest sessions on the Energy Smart website in PY14. The landing page reporting shows the first page a visitor lands on when they visit the website and how many visitors land on each page. Key takeaways from quarterly Google Analytics reporting shows that the businesses landing page generated double the sessions in Q3/Q4 from Q1/Q2.

Email Reporting

Table 22.29: Commercial and Industrial Email Results

TARGET	OFFERING	IN-MARKET	IMPRESSIONS/SENDS	REACH/OPENS	OPEN RATE	CLICKS	CTR
Small C&I	SBEA	Jan 15	11,248	4,556	49.3%	89	1.1%
DNO's of 1.15	SBEA	Jan 20	6,430	884		33	
C&I Facility Directors	$9M Energy Smart Fund	Jan 29	437	130	38.5%	9	2.1%
DNO's of 1.29	$9M Energy Smart Fund	Feb 1	304	37		0	
Leads from Applications	$9M Energy Smart Fund	March 4	1,001	405	61.2%	35	6%
DNO's from 3.4	$9M Energy Smart Fund	March 11	451	117		7	
Small C&I	SBEA	March 20	9,797	4,360	54.2%	48	.6%
DNO's of 3.20	SBEA	March 25	5,002	732		9	
Small C&I	SBEA	April 9	9,754	3,763	51.7%	50	.6%
DNO's of 4.9	SBEA	April 16	5,500	1,046		7	
Large C&I	$9M Energy Smart Fund	April 9	203	51	38.5%	5	5%
DNO's of 4.9	$9M Energy Smart Fund	April 16	129	19		4	
Small C&I	SBEA	April 23	9,730	3,622	44%	141	2%
DNO's of 4.23	SBEA	April 30	3,380	435		40	
Facility Contacts; Leads from Applications; Large C&I	$9M Energy Smart Fund	April 23	1,498	465	50.5%	103	16.9%
DNO's of 4.23	$9M Energy Smart Fund	April 30	692	198		118	
C&I	A/C Tune-up Incentives	May 14	4,919	1,514	33.3%	85	1.9%
DNO's of 5.14	A/C Tune-up Incentives	May 21	2,930	670	22.9%	210	7.2%
C&I	A/C Tune-up Incentives	May 28	4,895	1,625	42.7%	222	5.2%
DNO's of 5.28	A/C Tune-up Incentives	May 31	2,943	291		11	
DNO's & clicks of 5.28 and 5.31	A/C Tune-up Incentives	June 4	2,779	482	17.4%	306	11.1%
DNO's of 6.4	A/C Tune-up Incentives	June 11	1,978	98	5%	5	.3%
Small C&I customers that completed a SBEA	SBEA Referral Bonus	July 8	125	73	67%	3	2.8%
Small C&I customers that completed a SBEA	SBEA Referral Bonus Remarket DNC	July 15	124	72	66.7%	5	4.6%

Small C&I customers that completed a SBEA	SBEA Referral Bonus	July 24	124	67	60.9%	1	.9%
Small C&I	SBEA	August 1	336	141	49.5%	7	2.5%
Small C&I	SBEA	August 7	261	135	51.9%	14	5.4%
Small C&I	SBEA Remarket DNO	August 13	147	32	21.8%	9	6.1%
Small C&I	SBEA Remarket + Referral Bonus	August 29	331	137	49.3%	7	2.5%
New Small C&I list	SBEA	September 5	692	304	53.3%	33	5.8%
New Small C&I list	SBEA	September 10	686	204	35.9%	8	1.4%
Small C&I list from Q1/Q2	SBEA	October 4	6,567	3,021	49.3%	80	1.3%
Small C&I list from Q1/Q2	SBEA Remarket + Referral Bonus	October 9	6,623	2,604	40.3%	75	1.20%
Large C&I	Rayne Church	October 11	642	219	38.7%	45	8%
Small C&I	Rayne Church	October 11	6,581	2,603	40.4%	128	2%
Small and Large C&I	Energy Awareness Month	October 16	6,940	2,898	43.1%	349	5.2%
Small and Large C&I	$4M Remaining	November 20	7,101	2,390	34.8%	156	2.3%
Small and Large C&I	$4M Remaining Remarket	November 25	6,888	2,229	33.5%	50	.8%
Small C&I	SBEA Holiday	December 9	6,532	1,923	30.3%	52	.8%
Small C&I	SBEA Holiday	December 16	6,516	2,033	32.1%	46	.7%

Webform Request Reporting

Table 22.30: How did you hear about this offering?

HOW DID YOU HEAR ABOUT THIS OFFERING?	PROJECT REQUEST	REQUEST A CALL FROM AN ENERGY ADVISOR	SMALL BUSINESS ENERGY ASSESSMENT REQUEST
Bill Insert	1	4	
Email	23	48	95
Energy Smart Representative	3	17	19
Entergy Representative	1	-	-
Online ad	1	20	7

Other	5	13	23
Print ad	-	6	2
Social media	1	8	-
Trade Ally/Contractor	-	8	3
TV ad	-	1	
Word of mouth	4	45	23

- Other:
  - Google Search
  - Entergy community meeting
  - Neighbor
  - New Orleans Downtown Development District
  - Landlord
  - Thrive
  - Entergy customer service
  - Entergy online
  - Family member
  - Previously participated with Energy Smart

Table 22.31: Project Site Zip Codes from webform requests

** zip codes were included in priority census tract.*

ZIP CODE	PROJECT REQUEST COUNT	REQUEST A CALL FROM AN ENERGY ADVISOR	SMALL BUSINESS ENERGY ASSESSMENT REQUEST
70112*	2	5	3
70113*	4	9	15
70114*	3	5	5
70115*	1	9	15
70116*	1	7	5
70117*	7	21	18
70118	4	10	8
70119*	8	19	31
70121	0	0	2

70122	3	15	12
70123	0	1	1
70124	0	4	5
70125*	3	7	5
70126*	1	3	5
70127*	0	7	9
70128	0	5	8
70129*	1	3	4
70130	1	15	15
70131	0	2	7
70170	0	1	0
70174	0	1	0

Brand Messaging

Table 22.32: Search Engine Marketing Results

Reporting Period: Launch to June 30, 2024

MONTH	IMPRESSIONS	CLICKS	CTR	CONVERSIONS
March	983	163	16.58%	22
April	1361	166	12.20%	22
May	1,287	213	16.67%	25
June	1,554	227	14.61%	35
Total	*5,176*	*769*	*14.86%*	*104*

Table 22.33: Top 5 Keywords by Clicks

Reporting Period: Launch to June 30, 2024

KEYWORD	CLICKS
energy smart business	368
energy efficiency assessment	61
energy audit	52
energy assessment	48
energy efficiency programs for businesses	38

Table 22.34 Top 5 Keywords by Conversions

Reporting Period: Launch to June 30, 2024

KEYWORD	CLICKS
energy smart business	64
energy efficiency incentives for businesses	9
energy assessment	8
commercial energy rebates	5
energy efficiency assessment	3

Table 22.35: Commercial and Industrial Bill Insert

In-market: September 1-30, 2024

BILL INSERT	QR CODE SCANS
Front: Small Business Energy Assessment	43
Back: General Business	35

Small Commercial
JoAnn's Café

Table 22.36: JoAnn SBEA Paid Media

TACTIC	IMPRESSIONS/VIEWS	CLICKS	CTR	CONVERSIONS
Display				
Dominant Display **Target small biz** **(April 1 – May 19)**	129,887	151	.12%	106
Biz Nola banner ads **(April 1 – May 19)**	60,409	115	.19%	N/A
Video				
Pre-roll **(April 15 – May 15)**	101,998	169	.17%	79
Streaming TV **Large screen** **(June 28 – August 1)**	58,633	26	Missing from agency reporting, we received completion rate.	23
Streaming TV **Small screen** **(June 28 – August 1)**	39,054	70	Missing from agency reporting, we received completion rate.	38

Rayne Memorial United Methodist Church

Table 22.37: Rayne Church Paid Media

September 11 – November 30

TACTIC	IMPRESSIONS/VIEWS	CLICKS	CTR	CONVERSIONS
Display & Retargeting				
Dominant Display **Target small biz** ***(September 24 – October 31)***	58,385	97	.17%	84
Dominant Display **Target C&I Businesses - $9M messaging** **(October)**	58, 217	96	.16%	N/A
Dominant Display Retargeting **(October)**	50,322	103	.2%	N/A
Biz Nola Banner Ads ***(October)***	64,930	146	.22%	N/A
Sponsored Content Ads				
24 Hour High Impact Unit w/ :30 video ***(September 30)***	81,617	171	.21%	N/A
Article Promo NOLA.com banner ads ***(September 18 – October 17)***	100,882	92	.09%	N/A
Business Insider Newsletter Banner Ads ***(Sep 23 – Oct 9)*** ***(Oct 31 – Nov 30)***	159,114	21,428	1.5%	N/A

On-page Banner Ads on NOLA.com ***(September 18)***	9,653 impressions	18	.19%	N/A
Co-branded Email ***(November 11)***	8,905 views	1,076	2.15%	N/A
Biz New Orleans **Target C&I Businesses** **(November 20)**	Missing from agency reporting	Missing from agency reporting	82	N/A
Sponsored Content				
Sponsored Article	3,600+ article reads	23	N/A	N/A
Facebook Article Promo ***(September 19)***	49,163 views	1,642	3.34%	N/A
Quarter Page Ad and Article in the Times Picayune **(September 11)**	32,056	23	N/A	N/A
Quarter Page Ad and Article in the Times Picayune **(September 22)**	32,056	Missing from agency reporting	N/A	N/A

Table 22.38: Rayne Church Organic Media

SOURCE	MESSAGING	MEDIUM/PLATFORM	IN-MARKET
Entergy Newsroom	Historic New Orleans church sees cost savings with smart thermostats	Article/Blog	September 18, 2024
Entergy New Orleans	Historic New Orleans church sees cost savings with smart thermostats	Facebook	September 18, 2024
Entergy Newsroom	Energy Awareness Month: Energy Smart offers $5M in energy-saving upgrades to local businesses	Press Release	October 9, 2024
Entergy New Orleans	Energy Smart is offering $5 million dollars in energy-saving upgrades for businesses in Orleans Parish	Facebook	October 9-30, 2024

Entergy New Orleans	Energy Awareness Month: Energy Smart is offering $5M remaining for energy-efficiency upgrades for local businesses	Facebook	October 9-30, 2024

Table 22.39: Rayne Church Earned Media

SOURCE	MESSAGING	MEDIUM/PLATFORM	IN-MARKET
EE Online	Historic New Orleans church sees cost savings with smart thermostats	Press Release	October 9, 2024
Market Screener	Historic New Orleans church sees cost savings with smart thermostats	Press Release	October 9, 2024
Public.com	Historic New Orleans church sees cost savings with smart thermostats	Press Release	October 9, 2024

Large Commercial

City Park

Table 22.40: City Park Case Study Paid Media

TACTIC	IMPRESSIONS/VIEWS	CLICKS	CTR	CONVERSIONS
Sponsored Content Ads				
Article deployed in Biz Nola e-newsletter **(June 7 & June 14)**	12,686	104	.08%	N/A
Sponsored Content				
Facebook Article Promo **(6/5 & 6/21)**	323 738 LinkedIn, 467 Facebook	N/A	N/A	N/A

Beat the Heat

Table 22.41: Beat the Heat Display Paid Media

TACTIC	IMPRESSIONS	CLICKS	CTR	CONVERSIONS
Dominant Display **Target small biz** *(July – September)*	118,285	171	.14%	166
Biz Nola banner ads *(July – September)*	108,932	387	.2%	N/A
Retarget "Beat Heat" (June 7 – Sept. 23)	145,538	285	.20%	N/A

$9M Remaining

Table 22.42: 9M Energy Smart Fund Paid Media

TACTIC	IMPRESSIONS	CLICKS	CTR	CONVERSIONS
Dominant Display **Target C&I** ***(April 1 – May 17)***	129,893	124	.1%	N/A
Biz Nola banner ads ***(April 1 – May 19)***	59,149	121	.2%	N/A
Retarget ***(March 1 – June 6)***	130,885	306	.23%	N/A

Wakin' Bakin

Table 22.43: Wakin Bakin Paid Media

TACTIC	IMPRESSIONS/VIEWS	CLICKS	CTR	CONVERSIONS
Sponsored Content Ads				
24 Hour High Impact Unit Ad w/ :30 video **(May 28)**	109,236	185	.17%	N/A
Article Promo NOLA.com banner ads **(May 19- June 19)**	101,004	497	.49%	N/A
Business Insider Newsletter Banner Ads **(May 19-June 19)**	194,358	39	Missing from agency reporting, they gave the open rate. Need CTR.	N/A
On-page Banner Ads on NOLA.com **(Posted May 19)**	9,653	18	.19%	N/A
Co-branded Email **(Deployed May 20)**	7,781 views	1,168	2.34%	N/A
Sponsored Content				
Sponsored Facebook Article Promotion **(Posted May 24)**	1,234 article reads 58,912 Facebook post views	3,470	5.89%	N/A
Sponsored Quarter Page Ad and Article in the Times Picayune **(Published May 19)**	32,056 circulation	N/A	N/A	N/A

Display – A/B Testing				
Dominant Display "Easier" – Best Performer **(May 17- June)**	60,691	116	.19%	N/A
Dominant Display **"Lower Cost"** **(May 17 – June)**	60,854	91	.15%	N/A
Biz Nola "Easier" **(May – June)**	42,291	84	.19%	N/A
Biz Nola "Lower Cost"- Best Performer **(May – June)**	45,796	97	.2%	N/A
Streaming TV				
Big Screen **(June)**	51,987	6	Missing from agency reporting, we received completion rate. Need CTR	5
Small Screen **(June)**	34,633	50	Missing from agency reporting, we received completion rate. Need CTR	15

Trade Ally

Table 22.44: Trade Ally Newsletters and Emails

MESSAGE	IN-MKT DATE	SENDS	OPENS	OPEN RATE	CLICKS	CLCK-THRU RATE
Increase Incentives	January 17	1,360	532	53.5%	50	4.5%
Increased Incentives to DNO's of Jan 17	January 20	754	141		6	
Dialed-up Incentives	April 2	453	161	49.9%	14	4.1%
Dialed-up Incentives to DNO's of April 2	April 9	276	57		4	
May 28 Sales Training	May 7	205	89	44.5%	8	4%
Reminder: May 28 Sales Training	May 14	205	88	56.5%	4	8.5%
Resend of May 14 to DNO's	May 21	114	26		13	
High-Performance HVAC System Training	June 4	185	103	64.4%	4	22,8%
Resend of June 4 to DNO's	June 7	78	14		0	
Q2 Newsletter	June 17	200	100	57.5%	22	13%
Resend of June 17 to DNO's	June 20	114	13		0	
New Construction Code Compliance Update Announcement	July 16	183	90	50.6%	6	3.4%
New Construction Code Compliance Update Announcement Remarket	July 24	182	67	37.9%	2	1.1%

Q3 Newsletter	September 25	162	91	57.6%	8	5.1%
Q3 Newsletter Reminder	September 30	162	76	48.4%	13	8.3
Building Automation Invitation	October 15	350	164	49.1%	27	8.1%
Marketing Incentive Launch	October 31	93	61	67.8%	17	18.9%
End of Year Closeout Reminder	December 17	102	44	44%	0	0%
Q4 Newsletter/ 2025 Kick-off awards invitation	January 3	120	60	52.2%	5	4.3%

Marketing Tactics

- Animations/Video
- Behavioral pre-roll
- Bill insert
- Customer testimonials
- Email
    - Co-branded
    - Owned
    - Paid
- Print ads
    - Entergy New Orleans bill insert
    - Sponsored article
- Digital ads
    - Banner
    - E-Newsletter
    - Display
    - Site retargeting
    - Sponsored article
    - Streaming TV
- Social posts
    - Organic
    - Paid
- Press releases
- Paid sponsorships
    - Love Your City
    - FORWARD green sponsorship
    - President’s cup sponsorship
- Search Engine Marketing
- Earned media
    - Entergy New Orleans

- Organic social
- Newsroom blog posts

Commercial Customer Outreach

In PY14 the Energy Smart commercial outreach team conducted customer outreach with 425 large and small commercial customers. That number represents a 18% increase compared to PY13. Customers came from a segment mix of hotels, universities, city government, economic development organizations, industrial service providers, contractors/real estate developers, food and beverage and retail stores.

Commercial customers were reached through multiple outreach tactics that included Energy Smart hosted seminars and lunch and learns, attending local workshops and business conferences, speaking engagements at business association and city government organization meetings and continuous engagement with ENO Customer Service Managers. In the first half of PY14, the Energy Smart team hosted the Energy & Water Conservation Summit designed for facility directors and trade allies. The summit was held on March 13 and had guest speakers from Powers, Ochsner, S&WB, Tulane, Eskew DumezRipple and Harris Energy. On March 27, the Energy Smart team spoke at the Greater New Orleans Hotel and Lodging Association annual meeting. On June 27, the Energy Smart team hosted a High-Performance HVAC training, led by Harris Energy, for facility directors and trade allies. In the second half of PY14, the Energy Smart team attended workshops such as Finance New Orleans Resilient New Orleans Innovation Challenge on July 1, GNO Inc. Clean Energy Funding Seminar on July 12 and the City Building Energy Benchmarking Forum on August 27. The Energy Smart team hosted a lunch and learn on September 18 for the Orleans Parish School Board and then another on October 4 for the American Institute of Architects, New Orleans Chapter. Throughout the year, the Energy Smart team attended and presented program updates during the monthly City of New Orleans Economic Development calls which were attended by representatives from various city organizations.

As a sponsor of Love Your City's 2025 Work for the Future campaign, the Energy Smart team participated in three business targeted events throughout PY14. The first event, the Work for the Future Kickoff campaign, was held on April 21 where the Energy Smart team attended the Impact Officer meeting and tabled at the Earth Day Celebration. The remaining Officer Impact Roundtable events were held on July 30 and October 17. In addition to the Love Your City Sponsorship, Energy Smart sponsored the October 4 Association Builders and Contractors President's Cup Golf Tournament at Bayou Oaks, located in City Park. The sponsorship package provided the Energy Smart commercial outreach team to table at this event and interact with potential business customers.

In Q4, the Energy Smart program team officially launched a local chapter of the Association of Energy Engineers (AEE) on December 9, called the Bayou Chapter. The AEE Bayou Chapter is a clean energy networking group bringing together energy professionals that work in energy efficiency and renewable energy, with a mission to help move Louisiana towards a clean energy future.

Table 22.45: Customer Outreach

DATE	CUSTOMER
1/3/2024	City of New Orleans Economic Development
1/8/2024	Heroes of New Orleans
1/9/2024	Thrive NOLA
1/9/2024	Green Coast
1/10/2024	The Capulet

1/12/2024	Define Your Dwelling
1/17/2024	David Rack
1/18/2024	Energy Smart Trade Ally Kickoff and Awards
1/22/2024	Circle Auto Electric
1/23/2024	New Orleans & Company
1/23/2024	Georgetown Apartments
1/23/2024	Greater Asia Baptist Church
1/24/2024	Hotel Storyville
1/25/2024	St Augustine High School
1/26/2024	St. Bernard Drugs
1/30/2024	One Canal Place
1/31/2024	EMR - Southern Recycling
1/31/2024	Xavier University
2/1/2024	Marriot Warehouse Arts District
2/1/2024	LSU IAC Carrollton Water Plant
2/5/2024	Hilton Riverside
2/5/2024	Trinity Episcopal
2/6/2024	Crown of Life Lutheran
2/6/2024	Life of Christ Christian Academy
2/7/2024	City of New Orleans Economic Development
2/7/2024	Café Bon Ami
2/7/2024	Merchant House
2/8/2024	Alliance for Multispecialty Research
2/14/2024	Durio's House of Style
2/15/2024	Fair Zone 2
2/16/2024	GSA - Ameresco
2/16/2024	The 8th Wonder Barbershop
2/19/2024	Louisiana Pizza Kitchen
2/20/2024	Mayer Building Company
2/22/2024	Textron
2/23/2024	Split Second Foundation
2/27/2024	Reily Foods
2/27/2024	Touro Synagogue
2/27/2024	Spin Zone
2/28/2024	Q & C Hotel
2/29/2024	Desire Square Community Housing
3/1/2024	Dalkia - Hilton Riverside RCx Study
3/1/2024	Louisiana Pizza Kitchen UPT
3/4/2024	Thrive 9th Ward
3/5/2024	City of New Orleans Economic Development
3/6/2024	Original Liuzza's
3/7/2024	Homewood Suites
3/12/2024	CCS Realty
3/12/2024	People Program
3/13/2024	Energy and Water Conservation Summit

3/13/2024	Undergrowth Coffee
3/14/2024	Multi-Studio
3/14/2024	The Rink
3/15/2024	GSA - Ameresco
3/18/2024	Homewood Suites New Orleans
3/18/2024	New Orleans & Company
3/18/2024	Advanced Allergy Associates
3/18/2024	Perch
3/20/2024	HNOC Williams Research Center
3/20/2024	Fire Station Training Facility
3/26/2024	New Orleans & Company
3/27/2024	Greater New Orleans Hotel and Lodging Association Annual Meeting
3/28/2024	Xavier University
3/29/2024	GSA - Ameresco
4/1/2024	Danny's Creole Kitchen LLC
4/2/2024	City of New Orleans Economic Development
4/2/2024	Cotton Mill Condos
4/3/2024	Louisiana Specialty Drinks
4/3/2024	Le Parc Salon
4/4/2024	528 No. Rampart St. Condominium Association
4/5/2024	Star Service Meeting
4/5/2024	Blue Dot Donuts
4/5/2024	Cut Loose Hair Studio
4/8/2024	Skin Body Health Inc.
4/8/2024	Mom's Mini Mart
4/8/2024	Smoothie King
4/9/2024	The Windsor Court Hotel
4/11/2024	Hotel Provincial
4/11/2024	COTE Happy Hour
4/11/2024	Together New Orleans
4/11/2024	Salem Church
4/12/2024	Multi-Studio
4/12/2024	GSA - Ameresco
4/12/2024	Odyssey House
4/17/2024	Eclectic Home
4/17/2024	Ricard's INC
4/18/2024	Apollo Marine Specialties, Inc
4/19/2024	Euclid Records
4/22/2024	LYC & Hilton Riverside - Earth Day Event
4/22/2024	Touches by Tircuit - The Hair Studio
4/23/2024	Breads on Oak
4/23/2024	Downman Urgent Healthcare Clinic
4/23/2024	St. Peter Claver School
4/24/2024	Benson Tower
4/26/2024	GSA - Ameresco

4/26/2024	Cambria Hotel
4/29/2024	Bomb Azz Nailz
4/30/2024	Marriott Hotel
4/30/2024	Mount Olivet Episcopal Church
5/1/2024	Ace Hotel
5/1/2024	Hotel Santa Maria
5/2/2024	BelleGarde Bakery
5/3/2024	Vote
5/6/2024	Hilton Riverside
5/6/2024	Derma Lounge LLC
5/7/2024	City of New Orleans Economic Development
5/7/2024	Swoop's
5/9/2024	Audubon Condos
5/9/2024	111 Audubon St Common Areas / River District Operations Manager
5/9/2024	Restore Louisiana Grant - Public Hearing
5/9/2024	Nonnos
5/9/2024	Star Plus Barber and Beauty
5/10/2024	GSA - Ameresco
5/13/2024	Xavier University
5/13/2024	201 St Charles Office Tower
5/13/2024	Juan's Flying Burrito
5/15/2024	Cabrini HS
5/15/2024	Community Book Center
5/15/2024	Jolly Kids Academy
5/16/2024	Greater Salvation
5/16/2024	Catahoula Tattoo
5/20/2024	The Bottle Factory Hotel
5/20/2024	HS Beverage Inc / NOLA Distillery
5/23/2024	Federal Reserve Bank
5/23/2024	New Orleans Office of Economic Development
5/28/2024	Nola Baptist Seminary
5/28/2024	Sales Training - Delgado
5/28/2024	SWBNO
5/29/2024	St Paul’s Lutheran
5/29/2024	Loyola University
5/29/2024	The Nieux Company
5/29/2024	Adam's Food Store
5/29/2024	Hahn Enterprises Inc
5/30/2024	St Mary’s Dominican HS
6/5/2024	City of New Orleans Economic Development
6/5/2024	NOLA Business Ecosystem
6/6/2024	Dillard University
6/7/2024	BlueGreen Club la Pension
6/10/2024	Hilton Riverside
6/10/2024	Muriel's

6/14/2024	GSA - Ameresco
6/14/2024	The Daily Beet Restaurants
6/17/2024	Wasabi
6/18/2024	Chamber of Commerce Event
6/20/2024	Hilton Riverside
6/26/2024	Chamber of Commerce Event
6/27/2024	High Performance HVAC Training
6/28/2024	Federal Reserve Bank
6/28/2024	Fischer Gambino
7/1/2024	Finance New Orleans - Resilient New Orleans Innovation Challenge
7/1/2024	M&J Soul food
7/1/2024	Swanson Insurance
7/1/2024	Beauty and Beyond
7/2/2024	Verrets Lounge
7/3/2024	Maison
7/3/2024	Innocence Project New Orleans
7/3/2024	Dragon's Den
7/5/2024	LAB Harris
7/8/2024	Moses Engineers
7/8/2024	Gentilly Mail & Copy
7/8/2024	Superior Fades
7/9/2024	The Nieux Company
7/10/2024	City of New Orleans Economic Development
7/10/2024	NOLA Business Ecosystem
7/10/2024	Acme Oyster
7/11/2024	Hilton Riverside
7/11/2024	Cayman Holdings
7/11/2024	Motel 6
7/11/2024	Med-Pro Pharmacy
7/12/2024	GSA - Ameresco
7/12/2024	GNO Inc. Clean Energy Funding Seminar
7/17/2024	Windsert secondary window manufacturer
7/18/2024	Bernhard Engineers
7/19/2024	Stem NOLA
7/24/2024	Seimens
7/25/2024	Multi-Studio
7/25/2024	Windsert Secondary Window manufacturer
7/26/2024	AEE - Chapter Intro Meeting
7/30/2024	Seimens
7/30/2024	LYC Impact Officer Roundtable
7/30/2024	111 Audubon St. Condominium Association
7/30/2024	Mes Amis Quilt Shop
7/31/2024	Office of Resiliance and Sustainability
8/1/2024	Danielle Lesslie (Property Mgr at 1615 Poydras and 1340 Poydras)

8/1/2024	Chamber of Commerce Event
8/1/2024	Amera Inc
8/1/2024	Zesty Creole
8/2/2024	New Orleans Exchange Office Tower - meeting with assist Chief Engineer
8/2/2024	Etta Holding
8/2/2024	Propeller
8/5/2024	Lagniappe Fitness
8/6/2024	Lagniappe Consulting Engineers
8/7/2024	Entergy CSM's
8/7/2024	City of New Orleans Economic Development
8/7/2024	NOLA Business Ecosystem
8/8/2024	NOFD Warehouse
8/8/2024	St. John Lutheran School
8/9/2024	GSA - Ameresco
8/9/2024	Dodie's Jazz Club
8/9/2024	The Building
8/12/2024	Quarter House Resort
8/13/2024	Bayou Beer Garden
8/13/2024	Oak & Ale
8/13/2024	Holy Ground Irish Pub
8/14/2024	P&J Oyster Company
8/14/2024	Headquarters Barbershop
8/15/2024	ReNew Orleans Construction
8/15/2024	Henry Howard Hotel
8/15/2024	First Evangelist MBC
8/16/2024	Urban Express
8/19/2024	VIET
8/19/2024	Best Way Inn & Suites
8/20/2024	Bobby Schoegel VP of Hertz Group
8/22/2024	Christina Donahue- Property Manager 400 Poydras
8/22/2024	Danny's Seafood
8/22/2024	Blackburn Tots & Toddlers
8/23/2024	Crescent City Pharmacy
8/23/2024	English Turn Property Owners Association
8/26/2024	AEE - Chapter Intro
8/27/2024	ENO CSM Meeting
8/27/2024	City of NO Building Energy Benchmarking Forum
8/27/2024	Dr. Burkenstock
8/28/2024	Barry Banquer & Katherine Randall (Audubon Project Engineer)
8/28/2024	St. Peter Claver Church
8/29/2024	HNOC - Williams Research Center
8/30/2024	Galilee Baptist Church
8/30/2024	Taqueria Guerrero
8/30/2024	Saint Charles Ave Baptist Church

9/4/2024	City of New Orleans Economic Development
9/4/2024	Gulf Gateway Terminal
9/4/2024	NOLA Business Ecosystem
9/4/2024	Jazz Auto Glass
9/4/2024	First Evangelist Housing and Community Development Corp
9/5/2024	Youth Empowerment Project
9/5/2024	Ashe Cultural Art Center
9/6/2024	Stein's Market and Deli
9/8/2024	Dillard University
9/9/2024	Dennis's Barbershop
9/9/2024	Marseilles Homeowners Condominium Association
9/11/2024	Varsity Sports Uptown
9/13/2024	GSA - Ameresco
9/17/2024	St Louis Cathedral
9/18/2024	Xavier University
9/18/2024	Entergy Lunch & Learn for Schools
9/18/2024	Tuxedo Dat
9/18/2024	My Next Electric
9/23/2024	STEMNOLA Innovation Hub
9/23/2024	The Bike Shop Nola
9/23/2024	A&J's Mart
9/24/2024	Hype Kitchen
9/24/2024	Edinburgh Williams Beauty Salon
9/25/2024	Marine Reserve Headquarters
9/25/2024	St. Maria Goretti Church
9/26/2024	Central MBC
9/26/2024	Twin's Seafood
9/27/2024	Saloy Dental
10/1/2024	Trade Ally Advisory Group Meeting
10/1/2024	IMC Consulting Engineers
10/1/2024	General De Gaulle Storage
10/1/2024	Calvary Tabernacle
10/2/2024	City of New Orleans Economic Development
10/2/2024	NOLA Business Ecosystem
10/4/2024	Lunch & Learn Event with AIA
10/4/2024	ABC President’s Cup Golf Tournament
10/4/2024	Cabinets by Design
10/7/2024	Katherine Randall (Audubon Project Engineer)
10/8/2024	WDSU
10/9/2024	OPA Graphics Inc
10/9/2024	Lawson's Grocery and Deli
10/11/2024	Touro Synagogue
10/11/2024	AEE Chapter start-up mtg
10/11/2024	Smile Shop Dentistry
10/14/2024	Caire Restaurant Supply

10/14/2024	Search LLC.
10/14/2024	Good Bird
10/14/2024	Greater Ebenezer Baptist Church
10/14/2024	Kajuns Karaoke Bar
10/14/2024	Arabella Casa Di Pasta
10/15/2024	Luke Assembly of God
10/16/2024	Iron Tribe Fitness
10/16/2024	Boswell's Jamaican Grill
10/16/2024	Cut Loose Hair Studio
10/17/2024	Love Your City Impact Officer Roundtable
10/18/2024	Fleur de Paris
10/18/2024	Too Tuff Hair Salon
10/21/2024	Honey Baked Ham
10/21/2024	Willie Mae's Nola
10/22/2024	Mount Zion Lutheran Church
10/22/2024	T&T Management and Consulting
10/23/2024	Artivism Dance Theatre
10/24/2024	Coco Hut
10/24/2024	King and Queen Emporium
10/24/2024	Nonno's Creole Cuisine
10/24/2024	African American Bookstore
10/24/2024	Trilly
10/24/2024	Old Road Coffee
10/25/2024	Building Automation Deep Dive Training
10/25/2024	Sankofa
10/25/2024	High Hat
10/25/2024	Katys
10/25/2024	Liuzza's
10/25/2024	Brocatas
10/25/2024	Mattress Direct
10/25/2024	Taqueria Guerrero
10/25/2024	Jefferson Feed
10/25/2024	Office Depot
10/25/2024	Panera's
10/25/2024	Vans
10/25/2024	Subway
10/25/2024	Simply Cannabis
10/25/2024	Five Guys
10/25/2024	Orange Theory
10/25/2024	Pizza Hut
10/25/2024	Felipe’s
10/25/2024	Verizon
10/25/2024	On Path
10/25/2024	Jimmy Johns
10/28/2024	Marriot Warehouse Arts District

10/28/2024	SWBNO
10/28/2024	Lil Dizzy's
10/28/2024	Ayu Bakehouse
10/28/2024	The John
10/28/2024	Ruby Slipper
10/28/2024	Bladwin
10/28/2024	Wasabi Sushi
10/28/2024	Rocket Science Salon
10/28/2024	Suko Thai
10/28/2024	Starbucks
10/28/2024	Phoenix Br
10/28/2024	Wille Mays Chicken
10/28/2024	Madison Lounge
10/29/2024	Naat Boutique
10/29/2024	Empanola
10/29/2024	Sabai Jewelry
10/29/2024	Elevate
10/29/2024	Lush
10/29/2024	Fleurity Girl
10/29/2024	Bahn Mi PoBoys
10/29/2024	El Paso
10/29/2024	Daily Beet
10/29/2024	Nola Culture
10/29/2024	Hemline
10/29/2024	Lucy Rose
10/29/2024	GonCha
10/29/2024	Collection Clothing
10/29/2024	Pack Rat Shipping
10/29/2024	Sterling
10/29/2024	Orient Express
10/29/2024	Mahoney's
10/29/2024	Pigment Custom Tatts
10/29/2024	Africa Love Gift
10/29/2024	168 Spa Massage
10/29/2024	Triangle Chinese
10/29/2024	MKM Creations
10/29/2024	Pete's Barber Shop
10/29/2024	Nola Tshirt Club
10/29/2024	Terrence Osbourne Gallery
10/29/2024	Rendezous Tavern
10/29/2024	The Recovery Wellness Spa
10/29/2024	The Vintage
10/29/2024	Alice and Amelia
10/29/2024	Miss Smarty Pants
10/29/2024	Kevin Gillentine

10/29/2024	La Petite Grocery
10/29/2024	Magazine Pawn Shop
10/29/2024	Terrell House
10/29/2024	Boil
10/29/2024	Love Weld
10/29/2024	Tracey's
10/30/2024	NOFD Museum
10/30/2024	Pentecost Baptist Church
10/30/2024	Treme Coffee House
10/30/2024	Esplanade Food Store
10/30/2024	Leos Bread
10/30/2024	Signs by Ralph
10/30/2024	Addis Restaurant
10/30/2024	Pagoda
10/30/2024	Boss Status
10/30/2024	Manchu
10/30/2024	Short Cat Snowballs
10/30/2024	Careful Awakening
10/30/2024	Bayou Road Vet Clinic
10/30/2024	Lil General Store
10/30/2024	FGR Reality
10/31/2024	City of NO Director of Capital Projects and Leadership mtg
11/1/2024	Capital Cardiology Clinic
11/1/2024	Cupcake Fairies
11/6/2024	City of New Orleans Economic Development
11/6/2024	Kern Studios Mardi Gras World
11/6/2024	NOLA Business Ecosystem
11/6/2024	Immaculate Touch Hair Studio
11/7/2024	Kehoe Automotive
11/7/2024	Origami
11/7/2024	Mr. B's Bakery
11/8/2024	GSA - Ameresco
11/8/2024	TA training meeting w/ CSSI Services (Tax 179d)
11/8/2024	Betsy's Pancake House
11/8/2024	JCEL
11/11/2024	New Orleans Photo Alliance
11/12/2024	Marine Reserve Headquarters Walkthrough
11/12/2024	North Roman Street Snowballs
11/12/2024	Algiers Senior Center
11/13/2024	Little Caesars
11/15/2024	SWBNO Garage 1
11/18/2024	Ursuline Academy
11/18/2024	Early Partners
11/19/2024	Quality Used Cars
11/22/2024	Parker Dental Center

11/25/2024	Alta Max
12/4/2024	Bobby Schoegel VP of Hertz Group
12/6/2024	610 Baronne Street
12/9/2024	3535 Magazine St
12/11/2024	Trinity School & Church
12/11/2024	NOLA Business Ecosystem
12/13/2024	GSA - Ameresco
12/16/2024	Bobby Schoegel - Hertz Group
12/16/2024	Lemoine's Truck Rental
12/16/2024	rideTHISbike
12/16/2024	Home Malone
12/17/2024	LeMoine Robinson State Farm
12/17/2024	Volunteers of America
12/18/2024	Saint Josephine Bhakita
12/18/2024	Kim Starr Wise LLC
12/18/2024	Kreative Tresses
12/19/2024	Vineyard Missionary Baptist Church
12/20/2024	Bruno's Tavern
12/20/2024	Stillwaters Management

Trade Allies

Overview

The overall mission of the Trade Ally Network is to develop and increase the local residential, commercial, and industrial contractor base by facilitating training and marketing engagement opportunities, aiding with program participation and providing support with obtaining supplier diversity certifications.

Engaging the registered Trade Ally Network is a key factor in the success of the Energy Smart program as trade allies bring in a substantial portion of program savings.

Table 23.1: C&I Trade Ally Tiers

TIER	# OF TRADE ALLIES
Platinum	2
Gold	5
Silver	25
General	60

Commercial & Industrial Trade Ally Network

In Q1, the Energy Smart team updated the Commercial & Industrial trade ally tier system based on trade ally participation in the prior program year. The designations of Platinum, Gold, Silver or General correspond to benefits such as the option to co-brand marketing materials. Trade allies learned their status at the Trade Ally Kickoff Meeting.

In Q1, the Energy Smart team hosted its largest event of Program Year 14, an Energy and Water Conservation Summit. Architects, engineers, and technicians participated as attendees and speakers who covered commercial and industrial conservation measures.

In Q3, Energy Smart staff were instrumental in the formation of a new, local chapter of the Association of Energy Engineers. Three staff members were elected to the board and held the required planning and organizational meetings in preparation for an official 2025 kickoff.

In Q4, the Energy Smart team partnered with the New Orleans Chapter of the American Institute of Architects to host a lunch and learn where architects earned education credits while learning about program incentives.

In Q4, Energy Smart welcomed trade allies and facility directors to attend a Building Automation Deep Dive at Delgado Community College, a comprehensive training on the latest technologies associated with automation.

Residential Trade Ally Network

The Residential Trade Ally Network held the Trade Ally Kick-Off and Awards on January 18th. The Energy Smart team discussed the following topics:

- Award Presentation
- Co-branding Opportunities
- Program Savings goal
- No-shows and missed-appointments discussion
- Self-Scheduling Trade Ally Referrals
- Navigator Rebate Submission Review
- Incentive Increases

Energy Smart Trade Ally of the Year awards

- Home Performance with ENERGY STAR®
- Income-Qualified
- Multifamily Solutions
- A/C Solutions
- Customer Service
- Overall Trade Ally of the Year

Energy Smart Residential Trade Ally One on One

- Nonscheduled meetings with trade allies for inspections
- In-field and office trainings
- Software tutorials for Navigator and rebate reviews
- Strategies for getting leads

On December 10th, Energy Smart Newsletter was emailed to the Trade Ally

- Save the dates
    - TAAG meeting
    - Kickoff
- Trade ally suggestions
- Quick review of YTD savings
- Trade Ally Links

On Dec 16th Energy Smart hosted the Trade Ally Advisory Group (TAAG) at Delgado Community College. The program staff covered:

- Navigator training and updates
- In-field Best Practices
- Marketing strategies
- Selling points
- Meet and greet shared resources between trade allies

Commercial & Industrial Trade Ally Advisory Group

Energy Smart hosted the Commercial & Industrial Trade Ally Kick-Off and Awards Ceremony. Program staff reviewed the following topics:

- Review of Program Year 14
- Overview of budget and goals Program Year 15
- Announcement of the new Energy Smart website

- Explanation of the new-construction code and code-compliance requirements
- Summary of program outreach efforts to small and large commercial customers
- Updated trade ally tier rankings and the benefits associated with the tiers
- Summary of technical training opportunities throughout the year
- Workforce guest speakers from the University of Louisiana at Lafayette and from New Orleans Career Center
- Marketing co-branding opportunities
- Application process updates regarding chiller tune-ups
- New air-conditioning tune-up offering through CoolSaver

Energy Smart provided the following awards to trade allies:

- Lighting Trade Ally of the Year
- Building Automation Trade Ally of the Year
- Retro-commissioning Trade Ally of the Year
- Small Business Trade Ally of the Year
- HVAC Trade Ally of the Year
- Customer Service Trade Ally of the Year

On June 27 the team hosted the Q2 C&I Trade Ally Advisory Group meeting. Program staff covered:

- The project pipeline and program status of goals and budget
- The leaderboard of trade ally participation to that point in the year
- HVAC tune-up incentive breakdown and application process
- Small Business Energy Assessments
- Barriers to trade ally and customer participation

On October 1 the team hosted the Q4 C&I Trade Ally Advisory Group meeting. Program staff covered:

- The project pipeline and program status of goals and budget
- The leaderboard of trade ally participation to that point in the year
- Statewide energy efficiency program
- Update to the guestroom management controls incentive
- The formation of the Bayou Chapter of the Association of Energy Engineers

Contractor Engagement

Engagement is defined as contractors who have applied and been approved to become Registered Residential Trade Ally and/or Registered Commercial & Industrial trade ally. Contractors who register with both are counted in both totals.

Table 23.2: Contractor Engagement

CATEGORY	# OF TRADE ALLIES
C&I Network	73
Residential Network	18
Total Engagement	**91**

Contractor Participation

Participation is defined as registered trade allies who have completed and closed out projects in the current program year.

Table 23.3: Contractor Participation

CATEGORY	# OF COMPANIES
C&I Network	37
Residential Network	17
Total Engagement	**54**

Planned or Proposed Changes

Energy Smart has several changes planned regarding trade ally participation, training and workforce development:

- In Program Year 14, several program staff members held the requisite organizational meetings to create the Bayou Chapter of the Association of Energy Engineers (AEE), a networking organization that connects commercial customers with service providers in energy efficiency and renewable energy and promotes professional certifications in energy efficiency. In Program Year 15, these board members will hold four-chapter meetings and ten board meetings, recruiting facility directors and to attend and network with high-performing trade allies.
- In Program Year 15, Energy Smart will partner with CSSI Services to offer a training called Unlock the Tax Advantages of Energy Efficiency. The program will recruit trade allies, facility directors, building owners, developers and architects to learn how buildings can benefit from the Section 179D Tax Deduction Program, cost segregation analysis and the research and development tax credits.
- In Program Year 15, Energy Smart will partner with Dr. Solomon Yin, Associate Professor in Mechanical Engineering at the University of Louisiana at Lafayette. The program will survey trade allies working in building automation about various aspects of their workforce needs and will facilitate webinar conversations between trade allies and Dr. Yin with the goal of helping the University of Louisiana at Lafayette develop curriculum that will help students to excel in building automation careers.
- In Program Year 14, Energy Smart attended the U.S. Green Building Conference Forward Conference. In Program Year 15, Energy Smart will propose to speak on the topic of incentives and workforce development initiatives.
- In Program Years 13 and 14, Energy Smart held sales trainings with Mark Jewell and the LSU Sales Institute. In Program Year 15, Energy Smart plans to contract with a third sales trainer to expand on the type of sales training trade allies receive.

The program will continue other recent efforts that have proved valuable in training and workforce development:

- Continue to participate as a member of the LA Green Corps Employee Advisory Council
- Present to LSU Industrial Assessment students about careers in energy efficiency
- Partner with the local chapter of American Institute of Architects to offer presentations that provide continuing-education credits
- Present to the local chapter of the International Brotherhood of Electrical Workers

Program Training

Audiences Trained

Energy Smart provided technical training to:

- Commercial & industrial trade allies
- Residential trade allies
- Facility directors
- Architecture firms
- Commercial business owners
- Workforce agency staff and students
- Program staff

Training Topics

Energy Smart program staff received training in refresher courses with BPI learning a comprehensive evaluation of Building Analyst Professionals. Topics covered a full scale of the building envelope, calculations for heating and cooling seasons, testing and data collection, and industry standards.

Energy Smart provided onboarding training to 21 new Commercial & Industrial trade allies in Program Year 14. The onboarding of individual Commercial & Industrial trade allies consisted of the following overview of the application process:

- Instructions on using the incentive application
- An overview of the items required for project submission, such as a utility bill and a verification the equipment meets industry specifications
- A review of the custom and prescriptive measure incentive rates
- Training on communicating effectively about all Energy Smart offerings, including services which the individual trade allies do not offer themselves

On March 13, Energy Smart facilitated an Energy and Water Conservation Summit at the BioInnovation Center. The event consisted of a series of panel discussions, presentations by experts and professional networking on water and energy conservation at facilities in New Orleans. Over 80 attendees learned from eight panelists as well as the lead architect who designed the LEED-Gold BioInnovation Center. Panelists included energy and water engineers, facility directors, and an architect.

On May 28, Energy Smart welcomed two instructors from the LSU Sales Institute to host a training directed toward improving trade ally ability to sell energy services. Greg Acardo, Director of the Professional Sales Institute, and Nawar Chaker, Assistant Professor, advised trade allies on strategies at each step of the sales process. Forty trade allies attend this training.

On June 27, Energy Smart welcomed energy engineer Deng Lin to host a High Performance HVAC training. Lin provided details of high-performance HVAC system designs and operational aspects, with a particular focus on energy efficiency:

- Heat pumps, Variable Refrigerant Flow (VRF) systems, magnetic bearing chillers and condensing boilers
- Hands-on evaluation of HVAC system design
- Advanced techniques for optimizing system part load efficiency through control sequences
- Interpretation of performance curves and understanding the pivotal role of maintenance activities in sustaining system efficiency levels

- Consideration of external factors
- Case studies illustrating application of HVAC systems in various scenarios

On October 25, Energy Smart welcomed Lin back for a training to provide an in-depth exploration of building automation components, protocols and standards. The course covered key topics such as mechanical equipment including chillers, boilers, air handling units (AHUs), and HVAC systems. Participants gained insights into direct digital controls, as well as communication standards like Ethernet, Modbus, BACnet, and LonWorks. The training also addressed BAS configuration and optimization for improved energy efficiency and occupant comfort, effective troubleshooting techniques, maintenance practices, and the integration of BAS with other building systems for seamless operation.

24.1: Training by Investment by Audience Type

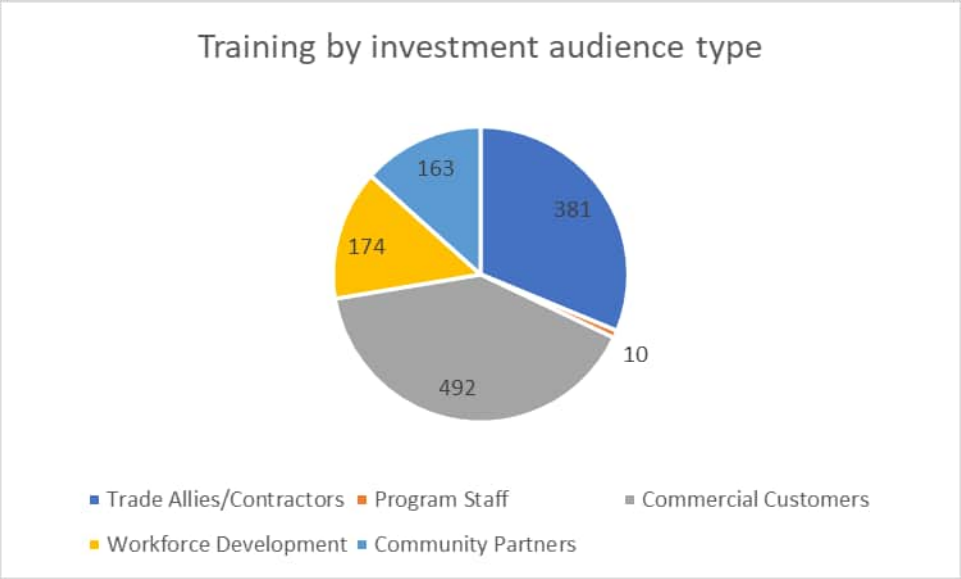
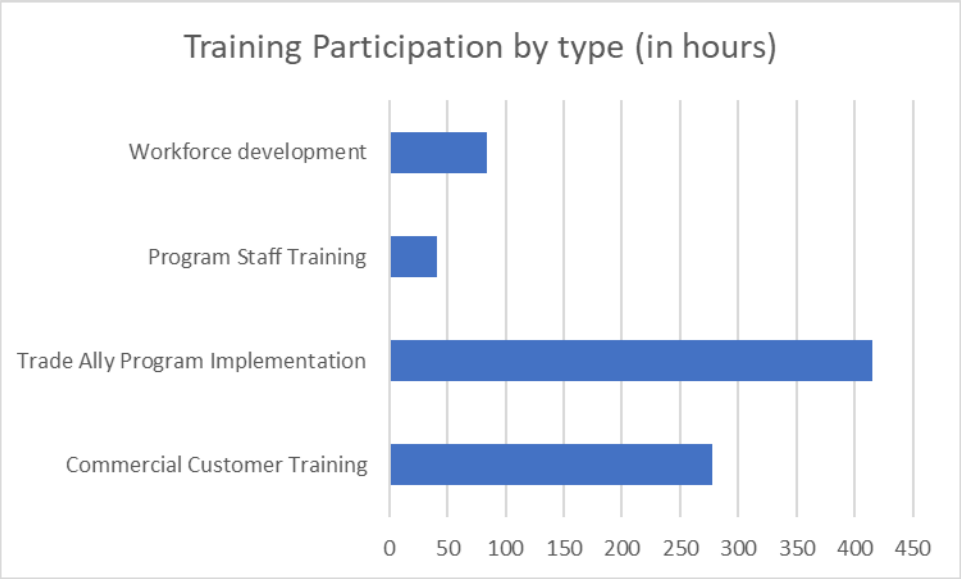


Chart 24.2: Training by Participation Type



Market Segmentation Training Highlights

Program staff focused its training evenly on commercial customers and trade allies. Customer training consisted of program overviews to a wide variety of stakeholders. Whereas larger commercial property facility directors and owners were typically familiar with the program in advance, smaller accounts like churches and restaurants typically discovered the program's benefits through direct outreach that program staff conducted. Customers reviewed the steps to submit a project and receive incentives, as well as how to connect with trade allies. Trade ally training consisted of individual meetings with trade allies to review specific or potential projects, quarterly advisory group meetings, technical training and sales training.

Training Objective

The objective of commercial trade ally training is to review the steps for customers to submit projects to the program, understand the timeline for incentives and to assist commercial customers in securing products and services from trade allies. The objective of trade ally training is to ensure that trade allies are confident in their ability to communicate accurately and effectively about the program and to submit projects efficiently with the appropriate documentation.

Initiatives

Supplier Diversity & Inclusion

Energy Smart partners with multiple small, diverse and local businesses to help deliver the program. These partners create a dynamic and diverse program delivery model. Energy Smart invests in the development of these businesses, providing them with necessary experience to thrive and grow in the energy efficiency sector. These small, minority, and/or disadvantaged businesses that supported Energy Smart are meaningful contributors to the program design and delivery. Their scopes are developed to increase their skills and capabilities in the energy efficiency field. In total, Energy Smart spent over $2.8 million of non-incentive program funds on diverse suppliers in 2024.

Workforce Development

A key component of Energy Smart's delivery model is to continuously improve and elevate trade ally skills and capabilities through training and workforce development initiatives.

In Program Year 14, Energy Smart worked closely with Xavier University of Louisiana and Dillard University to help these universities successfully apply for a Department of Energy Historically Black Colleges and Universities (HBCU) Clean Energy Education Prize. The application was modeled after work Energy Smart completed in prior program years, specifically profiles of professionals working in energy efficiency. The initiative recognizes HBCUs that are making significant strides in developing innovative clean energy partnerships and programs. Energy Smart staff connected the HBCU representatives with professionals working in clean energy, specifically within the Trade Ally Network, as individuals who could be profiled for the end product – a Clean Energy Careers guidebook.

Energy Smart staff also facilitated meetings between trade allies and Delgado Community College regarding the potential of the community college to expand upon their facilities-manager programming by including curriculum in building automation. Technicians and engineers within the Trade Ally Network outlined the skills and training required to be successful in this field. Energy Smart provided Delgado with a summary of the training and certifications that other community colleges around the country provide toward automation curriculum.

The program participated in several other efforts in workforce development:

- Represented Energy Smart at a Community Outreach event via the Opportunity Hub on January 5, a networking group launched with support from GNO Inc. Opportunity Hub strives to assists cities in creating innovation districts that create racial equity in the growing clean-energy career field.
- Met with Build Strong Academy instructors in Kenner regarding careers within the trade ally network.
- Participated three times in Program Year 14 as a member of the LA Green Corps Employee Advisory Council.
- Provided workforce partner Delgado Community College the opportunity to speak at the Energy & Water Conservation Summit on March 13 to trade allies and facility directors about its efforts to create building automation curriculum.
- Presented to undergraduate and graduate students associated with the LSU Industrial Assessment Center on March 18 about careers in energy efficiency, with a particular focus on automation.
- Facilitate conversations between a leading HVAC trade ally and three local workforce development agencies (Urban League, Louisiana Green Corps, and New Orleans Career Center), which led to the hiring of several new employees working in HVAC maintenance.

- Spoke to Tulane University students on April 8 about careers in clean-energy and opportunities within the trade ally network.
- Provided an overview of careers within the HVAC trade ally network to instructors at the New Orleans Career Center on April 8.
- Met with workforce development officers from the Greater New Orleans Foundation in September and October regarding careers in energy efficiency.



FINANCIAL PERFORMANCE

Incentive Budget Highlights

Table 25.1

OFFERING	INCENTIVES	BUDGET*	% TO BUDGET
Small Commercial & Industrial Solutions	$704,568	$953,929	74%
Large Commercial & Industrial Solutions	$4,008,341	$5,609,658	71%
Publicly Funded Institutions	$439,412	$2,320,892	19%
Commercial & Industrial Construction Solutions	$17,916	$163,619	11%
Large C&I Automated Demand Response	$146,139	$532,200	27%
Home Performance with ENERGY STAR	$985,388	$1,201,285	82%
Retail Lighting & Appliances	$938,236	$636,916	147%
Multifamily Solutions	$612,533	$677,909	90%
Income Qualified Weatherization	$1,954,318	$1,679,571	116%
A/C Solutions	$673,431	$1,239,987	54%
Appliance Recycling & Replacement Pilot	$88,450	$226,543	39%
School Kits & Community Outreach	$83,880	$98,600	85%
Behavioral Energy Efficiency	$0	$0	N/A
EasyCool BYOT	$229,825	$340,000	68%
Peak Time Rebate Pilot	$82,100	$67,475	122%
EV Charging Pilot	$13,727	$58,800	23%
Residential Battery Pilot	$34,201	$102,000	34%
TOTAL	$11,012,464	$15,909,384	69%

**Budgets are reflective of the Energy Smart Implementation Plan PY13-PY15.*

Summary table shows energy efficiency incentive spend from January 1, 2024 through December 31, 2024.

Table 25.2

ENERGY SMART EXPENSES/INVOICES					FUNDING SOURCES		
YEAR	Month	Program Year 13	Program Year 14	Program Year 15	Total	EECR	Total Ending Balance
2024	January	$536,958	$1,144,211		$1,681,169	$1,651,416	($5,145,458)
2024	February	$203,174			$203,174	$1,519,089	($6,461,374)
2024	March	$228,619	$1,237,419		$228,619	$1,351,106	($7,583,861)
2024	April	$592,346	$2,347,813		$2,940,158	$1,341,982	($5,985,685)
2024	May	$482,429	$369,357		$851,786	$1,592,513	($6,726,412)
2024	June	$57,342	$1,738,211		$1,795,553	$1,950,716	($5,644,156)
2024	July		$1,543,584		$1,543,584	$2,143,333	($6,243,906)
2024	August		$1,896,908		$1,896,908	$2,192,432	($6,539,430)
2024	September		$1,706,069		$1,706,069	$2,106,529	($6,939,889)
2024	October		$685,698		$685,698	$1,779,619	($8,033,810)
2024	November		$3,674,960		$3,674,960	$1,547,188	($5,906,038)
2024	December		$59,709		$59,709	$1,498,486	($7,344,816)
2025	January		$1,136,528		$1,136,528	$2,029,725	($8,238,012)
2025	February		$2,467,927	$100,000	$2,567,927	$1,932,992	($7,603,077)
2025	March		$730,003	$4,338,598	$5,068,601	$1,588,247	($4,122,724)
2025	April			$2,268,857	$2,268,857	$1,545,343	($3,399,210)
2025	May			$492,676	$492,676	$1,858,979	($4,765,513)
2025	June		$521,060	$3,443,611	$3,964,671	$2,262,368	($3,063,210)

Net Savings Summary

Entergy's Third-Party Evaluator, ADM Associates, conducted the program evaluation to verify the gross energy savings of each offering. Additionally, ADM estimated program net-to-gross ratios (NTGRs) through evaluation of free-ridership and spillover effects.

The Energy Smart program achieved 66,252,206 in Net kWh savings and 25,136.82 in Net kW reductions. These values represent savings net-of-free-ridership, compared to the filed goals.

Table 26.3

	NET kWh SAVINGS**	kWh GOAL*	% TO SAVINGS GOAL	NET kW REDUCTIONS**	kW TARGET*	% TO kW TARGET
Small Commercial & Industrial Solutions	4,056,652	6,349,948	67%	760.02	1,112	71%
Large Commercial & Industrial Solutions	26,050,437	45,589,079	59%	4,087.92	7,291	58%
Publicly Funded Institutions	3,364,504	15,730,841	23%	438.59	397	119%
Commercial & Industrial Construction Solutions	57,050	4,301,994	2%	9.84	987	1%
Large C&I Automated Demand Response	36,961	0	N/A	2,494.77	8,870	28%
Home Performance with ENERGY STAR	3,670,030	3,404,313	110%	1,236.13	966	131%
Retail Lighting & Appliances	1,803,832	1,558,999	140%	186.32	16	1451%
Multifamily Solutions	2,389,569	2,526,471	105%	722.75	145	553%
Income-Qualified Weatherization	3,598,721	3,220,972	112%	2,556.17	66	3873%
A/C Solutions	4,016,197	3,322,555	127%	1,766.36	1,453	128%
Appliance Recycling & Replacement	97658	1,785,774	11%	12.12	26	90%
School Kits & Community Outreach	707,601	797,089	89%	86.84	107	81%
Behavioral Energy Efficiency	16,390,198	19,186,619	85%	2765.00	0	N/A
EasyCool BYOT	0	0	N/A	6,251.12	11,600	54%
Peak Time Rebate Pilot	12,796	0	N/A	1,282.51	998	129%
EV Charging Pilot	0	0	N/A	97.21	1,125	9%
Residential Battery Pilot	0	0	0%	383.17	0	N/A
Total	66,252,206	107,774,654	63%	**25,136.82**	35,159	73%

** Goals are reflective of the Energy Smart Implementation Plan PY13-15.*

***Savings reflect verified net energy savings as documented in TPE's EM&V report.*

The Energy Smart program achieved a Net-to-Gross Ratio (NTGR) of 96.8% in Net kWh savings relative to the verified gross kWh savings and a kW NTGR of 98%.

Table 26.4

	VERIFIED GROSS KWH	NET KWH SAVINGS*	KWH NTGR	VERIFIED GROSS KW	NET KW REDUCTION*	KW NTGR
Small Commercial & Industrial Solutions	4,232,566	4,056,652	96%	792.98	760.02	96%
Large Commercial & Industrial Solutions	26,810,839	26,050,437	97%	4,207.24	4,087.92	97%
Publicly Funded Institutions	3,620,474	3,364,504	93%	471.95	438.59	93%
Commercial & Industrial Construction Solutions	83,603	57,050	68%	14.42	9.84	68%
Large C&I Automated Demand Response	36,961	36,961	100%	2,494.77	2,494.77	100%
Home Performance with ENERGY STAR	3,748,121	3,670,030	98%	1,263.71	1,236.13	98%
Retail Lighting & Appliances	2,177,373	1,803,832	83%	232.10	186.32	80%
Multifamily Solutions	2,650,261	2,389,569	90%	801.60	722.75	90%
Income-Qualified Weatherization	3,598,721	3,598,721	100%	2,556.17	2,556.17	100%
A/C Solutions	4,210,803	4,016,197	95%	1,861.19	1,766.36	95%
Appliance Recycling & Replacement Pilot	188,069	97658	52%	23.29	12.12	52%
School Kits & Community Outreach	707,601	707,601	100%	86.84	86.84	100%
Behavioral Energy Efficiency	16,390,198	16,390,198	100%	2,765.00	2765.00	100%
EasyCool BYOT	0	0	N/A	6,251.00	6,251.12	100%
Peak Time Rebate Pilot	12,796	12,796	N/A	1,283.00	1,282.51	100%
EV Charging Pilot	0	0	N/A	97.21	97.21	100%
Residential Battery Pilot	0	0	N/A	383.17	383.17	100%
Total	68,468,386	66,252,206	97%	25,585.64	25,136.82	98%

**Net savings as documented in TPE's EM&V report.*

Appendices

Appendix A: School Kits & Education Summary
Appendix B: Community Outreach Summary
Appendix C: Training and Education
Appendix D: Marketing Assets

Appendix A: School Kits & Education

SCHOOL NAME	DATE	KITS	ENROLLMENT OFFERING
Dwight D Eisenhower Charter School	2/26/2024	192	Charter
International School of Louisiana – Dixon Campus	2/26/2024	96	Charter
Alice M Harte Charter School	2/27/2024	600	Charter
Rober Russa Moton Charter School	2/27/2024	144	Charter
Lycee Francais De La Nouvelle Orleans – Lower Campus	2/28/2024	192	Charter
Lafayette Academy Lower School	2/29/2024	120	Charter
Elan Academy Charter School	3/1/2024	144	Charter
Homer A Plessy Community School - Treme	3/1/2024	192	Charter
Benjamin Franklin Elementary Math and Science School	3/7/2024	264	Charter
Morris Jeff Community School – Elementary School	3/7/2024	240	Charter
Audubon Charter School – Uptown Upper Campus	3/8/2024	96	Charter
Mary McLeod Bethune Elementary School	3/11/2024	168	Charter
Fannie C Williams Charter School	3/12/2024	120	Charter
Young Audiences Charter School – Lawrence D Crocker Campus	3/13/2024	216	Charter
Noble Minds Institute for Whole Child Learning	3/15/2024	48	Charter
KIPP Leadership	3/19/2024	312	Charter
Homer A Plessy Community School – French Quarter	3/20/2024	96	Charter
ReNEW Dolores T Aaron Academy	3/20/2024	456	Charter
Pierre A Capdau S.T.E.A.M. School	3/21/2024	264	Charter
Foundation Preparatory Academy	3/22/2024	96	Charter
Resurrection of Our Lord School	3/22/2024	48	Private
TOTAL		**4,104**	

Appendix B: Community Outreach

Date	Group/Event	People at Event
7-Feb	NOLA Business Ecosystem Monthly Call	
17-Feb	Entergy Super Tax Day - United Way	
1-Mar	Home & Garden Show	
23-Mar	Green Fest - Okra Alley	
30-Mar	Audubon Nature Fest	22
4-Apr	HANO/ ROSS resource fair	25
9-Apr	Crescent Bloom Consulting	6
9-Apr	Hoffman Triangle Zoom Meeting	18
11-Apr	Lunch and Learn at Tulane River and Coastal Center	20
11-Apr	Entergy Townhall - District E	
15-Apr	Entergy Townhall - District C	
16-Apr	District B Town Hall Meeting	65
16-Apr	Entergy Townhall - District B	
17-Apr	Entergy Townhall - District C	
18-Apr	Entergy Townhall - District A	10
20-Apr	Spring Home Tour	
20-Apr	Mayor's Neighborhood Engagement in Hollygrove	
20-Apr	PRC Spring Home Tour	6
21-Apr	Spring Home Tour	
21-Apr	PRC Spring Home Tour	12
25-Apr	Firstline Family Showcase - Samuel J. Green Charter School	11
25-Apr	First Line's Family Showcase Community Resource Fair	
29-Apr	Pelicans' vs Oklahoma	45
30-Apr	Entergy Townhall - District E	25
4-May	Canvassing - Treme	15
7-May	Beams and Brews @ the Common House	15
7-May	PRC Beams & Brews	30
9-May	New Florida Community Mtg - HANO	
9-May	Claiborne Merchants and Business Association Mtg	
11-May	Canvassing - New Orleans East	
13-May	Canvassing - NORD facilities	10
13-May	Mid-City NO Town Hall	400
15-May	The Collaborative 504	35
20-May	Gentilly CAP residence	30
24-May	Senior Fest	40

29-May	Canvassing - Treme	30
30-May	Canvassing - Lower 9	
30-May	The Giving Hope Community Center	
31-May	Canvassing - New Orleans East	
10-Jun	Entergy Customer Appreciation Day - East bank	
10-Jun	Entergy Customer Appreciation Day - Westbank	
12-Jun	Hospitality Fair	
25-Jun	PRC Mid Mod Tour	
9-Jul	Hoffman Triangle Zoom Meeting	10
10-Jul	Canvassing	
10-Jul	New Orleans East Library	
11-Jul	Claiborne Neighborhood Association	
12-Jul	Depal Health Pantry	
15-Jul	Entergy Customer Care Center - Westbank	
15-Jul	Entergy Customer Care Center - Canal St.	
27-Jul	Urban League National Conference	99
27-Jul	The Estates Back to School Event	
3-Aug	Leslie Harris Housing event	45
3-Aug	Canvassing - TWG	100
4-Aug	New Birth Missionary Baptist Service	45
4-Aug	Please Foundation 1st Annual Field Day	30
4-Aug	Customer Care Center -Canal St.	15
4-Aug	Customer Care Center - Westbank	5
13-Aug	Hoffman Triangle Zoom Meeting	15
13-Aug	East NOLA Advisory Board Mtg	25
20-Aug	Prosperity Center Opening	45
24-Aug	Lower 9th Ward Homeownership Association Meeting	25
27-Aug	QuickBooks Workshop	18
27-Aug	Businesses on Tulane	
28-Aug	Senior Roundup at Joe Brown Park	8
9-Sep	Customer Care Center - Westbank	6
9-Sep	Customer Care Center - Canal St.	3
14-Sep	Urban League Health Expo at Convention Center	30
17-Sep	Delachaise Neighborhood Association Meeting	
19-Sep	Giving Hope Luncheon @ Thrive 9th Ward	
25-Sep	Hoffman Triangle Neighborhood Meeting	
5-Oct	Hoffman Triangle Resource Fair	7
5-Oct	Algiers Community Engagement	17
7-Oct	Entergy Customer Care Center - Canal St.	10

8-Oct	Night Out Against Crime - Hoffman Triangle	10
8-Oct	Night Out Against Crime - Trinity United Missionary Baptist Church	30
17-Oct	New Birth Revival	50
20-Oct	Home Fest	31
24-Oct	Coffee on the Corner at T9	15
25-Oct	Agenda for Children - Fall Festival	21
26-Oct	VA Event	
28-Oct	Housing NOLA Leadership Board Mtg	
29-Oct	Leslie Harris Food Giveaway - Hoffman Triangle	15
30-Oct	Leslie Harris Food Giveaway - Hoffman Triangle	20
4-Nov	Customer Care Center - Canal St.	7
4-Nov	Customer Care Center - Algiers	4
4-Nov	6th District Meeting	7
7-Nov	Desire Community Meeting	11
8-Nov	Goodwill Open House - New Orleans East	8
12-Nov	YMCA	100
12-Nov	Hoffman Triangle	9
18-Nov	Customer Appreciation Day - CCC Canal	78
18-Nov	Customer Appreciation Day - CCC Algiers	
2-Dec	Customer Care Center - Algiers	5
2-Dec	6th District Max Meeting	4
3-Dec	Thrive Works Green Graduation	30
5-Dec	Urban League Event	50
6-Dec	Baptist Ministries Celebration	200
10-Dec	Hoffman Triangle Meeting	7
11-Dec	Desire/New Florida Canvassing	
12-Dec	Desire/New Florida Canvassing	
12-Dec	Loyal End of the Year Meeting	13
12-Dec	New Orleans Business Alliance Networking Event	60
12-Dec	Propeller event	40
13-Dec	Desire/New Florida Canvassing	
13-Dec	The Estates-New Florida Holiday Luncheon with HANO	50
14-Dec	Hoffman Triangle Office of Engagement Clean-up Day	9
15-Dec	New Birth Missionary Baptist Anniversary Celebration	45
16-Dec	Desire/New Florida Canvassing	
17-Dec	ROSS gift wrap event	25
17-Dec	Thrive Business Academy	6

21-Dec	Thrive Toy Drive - HANO Desire Property	35
23-Dec	Entergy CCC-Canal	4

Appendix C: Training and Education

Date	Title	Audience	Attendees	Length	Objective	Description

1/3/2024	Customer -- City of New Orleans Economic Development	City of New Orleans Economic Development	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
1/4/2024	Workforce Development -- LSU Industrial Assessment Center	Workforce Development	2	30	Program Year 14 planning with IAC staff	Prepping for participation at upcoming events in New Orleans and at LSU IAC office.
1/5/2024	Contractor -- NAC Smart Technologies	C&I Trade Allies/Contractors	1	45	LED lighting recycling	Overview of potential training on LED bulb recycling
1/5/2024	Contractor -- Opportunity Hub and GNO Inc partners	Workforce Development	1	30	Represent Energy Smart at a networking event for clean-energy workforce development advocates.	Address questions related to careers in the trade ally network.
1/9/2024	Contractor -- Harris Energy Solutions	C&I Trade Allies/Contractors	1	45	Retro-commissioning overview	Review of potential changes to the Retro-commissioning offering
1/12/2024	Contractor -- Build Strong Academy	Trade school instructors	2	30	Overview of energy-efficiency employment opportunities	Address questions related to careers in the trade ally network.
1/18/2024	Contractor -- All trade allies	C&I Trade Allies/Contractors	35	60	Kickoff	Overview of the program year 13 and the updates to the program year 14 measures and offerings.
1/22/2024	Contractor -- Elan Studio Lighting	C&I Trade Allies/Contractors	2	15	Post kickoff check-in	Review of potential projects in PY14
1/23/2024	Customer -- New Orleans and Company	C&I Customer	1	30	HVAC overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
1/24/2024	Customer -- Blue Economy primer	C&I Customer	10	15	Program overview	Presented customer incentives on prescriptive and custom measures.

1/25/2024	Customer -- St. Augustine High School	C&I Customer	1	60	Program overview	Presented customer incentives on prescriptive and custom measures.
1/29/2024	Contractor -- Powers of Louisiana	C&I Trade Allies/Contractors	1	60	Summit planning	Planning participation in the Energy & Water Conservation Summit
1/30/2024	Customer -- One Canal Place	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
1/30/2024	Contractor -- M3 Services	C&I Trade Allies/Contractors	1	60	Non-lighting overview	Review of tune-up incentives and application process
1/31/2024	Customer -- EMR Recycling	C&I Customer	1	60	LSU IAC assessment	Assessment conducted by LSU students, as well as review of customer incentives on prescriptive and custom measures.
1/31/2024	Customer -- Xavier University	C&I Customer	1	60	Dining Hall Renovation	Prescriptive and custom overview for dining hall renovation
1/31/2024	Customer -- People's program	C&I Customer	6	30	Program overview	Presented customer incentives on prescriptive and custom measures.
2/1/2024	Customer -- Marriott Warehouse Arts Distric	C&I Customer	1	60	Program overview	LED lighting incentive overview
2/1/2024	Customer -- LSU IAC Carrolton Water Plant	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
2/2/2024	Contractor -- Crawford Lighting	C&I Trade Allies/Contractors	1	60	Lighting overview	Program overview regarding lighting incentives and application process for One Canal Place

2/2/2024	Contractor -- M3 Services	C&I Trade Allies/Contractors	1	60	Non-lighting overview	Review of tune-up incentives and application process
2/5/2024	Customer -- Hilton Riverside	C&I Customer	1	90	Project overview	Review of several potential energy efficiency projects
2/5/2024	Customer -- Trinity Episcopal Church	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
2/7/2024	Customer -- City of New Orleans Economic Development	C&I Customer	10	20	Program overview	Prescriptive and custom overview for customers within the city of New Orleans network
2/9/2024	Contractor -- LED Pro	C&I Trade Allies/Contractors	2	60	Non-lighting overview	Review of tune-up incentives and application process
2/14/2024	Contractor -- Crawford Lighting	C&I Trade Allies/Contractors	1	60	Lighting overview	Program overview regarding lighting incentives and application process for One Canal Place
2/15/2024	Contractor -- RGHR	C&I Trade Allies/Contractors	2	60	Non-lighting overview	Review of refrigeration incentives

2/16/2024	Customer -- GSA Building	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
2/16/2024	Workforce Development -- Delgado Community College	Workforce Development	2	60	Advise on building automation curriculum	Advised Louisiana Workforce Commission representative and Delgado workforce representative on how community colleges in other areas of the country are implementing building automation curriculum.
2/20/2024	Contractor -- Johnstone	C&I Trade Allies/Contractors	2	60	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives as well as program application process
2/20/2024	Customer -- Chamber of Commerce power hour	C&I Customer	60	5	Program overview	Presented customer incentives on prescriptive and custom measures.
2/21/2024	Workforce Development -- Louisiana Green Corps	Workforce Development	2	30	Advise on building automation curriculum	Advised Louisiana Workforce Commission representative and Delgado workforce representative on how community colleges in other areas of the country are implementing building automation curriculum.
2/22/2024	Customer -- Trinity Episcopal Church	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
2/22/2024	Customer -- Textron	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
2/22/2024	Workforce Development -- M3 Services/LA Green Corps	Trade ally and workforce partner	2	60	Facilitate employee candidacy discussion between trade ally and workforce partner	Discuss potential HVAC tech candidates within the workforce network for a trade ally.
2/23/2024	Customer -- Split Second Foundation	C&I Customer	1	60	New construction overview	Review of lighting power density and other prescriptive incentives

2/23/2024	Contractor -- Bernhard	C&I Trade Allies/Contractors	2	60	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
2/27/2024	Customer -- Reilly Foods	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
2/27/2024	Customer -- Touro Synagogue	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
2/29/2024	Customer -- Desire Square Community Housing	C&I Customer	1	60	New construction overview	Review of lighting power density and other prescriptive incentives
3/1/2024	Contractor -- Dalkia	C&I Trade Allies/Contractors	1	60	Retro-commissioning overview	Review of retro-commissioning process
3/5/2024	Customer -- City of New Orleans Economic Development	C&I Customer	10	20	Program overview	Prescriptive and custom overview for customers within the city of New Orleans network
3/6/2024	Contractor -- Ideal Lighting	C&I Trade Allies/Contractors	1	30	Lighting overview	program overview regarding lighting incentives and application process
3/7/2024	Customer -- Homewood Suites	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
3/8/2024	Customer -- St. Roch Market	C&I Customer	1	30	HVAC and refrigeration overview	Review of cooler and tune-up incentives.
3/11/2024	Customer -- BioInnovation Center	C&I Customer	1	30	LED lighting overview	Review of prescriptive and custom incentives associated with LED retrofit.

3/11/2024	Customer -- Energy & Water Conservation Summit	C&I Customer	30	120	Panel discussion	Expert panel discussion of energy and water conservation measures.
3/13/2024	Contractor -- Summit	C&I Trade Allies/Contractors	40	120	Panel discussion	Expert panel discussion of energy and water conservation measures.
3/14/2024	Contractor -- Multistudio	C&I Trade Allies/Contractors	1	40	Program overview	Onboarding of Multistudio and review of new construction projects
3/15/2024	Customer -- GSA Building	C&I Customer	1	30	Program overview	Project review timelines for HVAC and chiller tune-ups
3/18/2024	Customer -- Homewood Suites	C&I Customer	1	30	Program overview	Project review timelines for HVAC and chiller tune-ups
3/18/2024	Customer -- New Orleans and Company	C&I Customer	1	60	Program overview	Project review and pre-site inspection for HVAC project
3/18/2024	Workforce Development -- LSU Industrial Assessment Center	Workforce Development	12	60	Present about Energy Smart	Advised Louisiana Workforce Commission representative and Delgado workforce representative on how community colleges in other areas of the country are implementing building automation curriculum.
3/19/2024	Workforce Development -- Dillard University	Workforce Development	60	30	Present on video about HBCU Clean Energy Prize	Video recording regarding careers in clean energy.
3/20/2024	Customer -- HNOC Williams Research Center	C&I Customer	1	60	New construction overview	Review new construction project opportunities

3/20/2024	Customer -- St. Roch Market	C&I Customer	1	30	HVAC and refrigeration overview	Review of cooler and tune-up incentives.
3/25/2024	Customer -- Alliance for Multi-Specialty research	C&I Customer	1	30	LED lighting overview	Discussion of SBDI and energy assessment measures.
3/27/2024	Customer -- Audubon Charter	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives associated with LED retrofit.
3/27/2024	Customer -- Greater New Orleans Hotel and Lodging Association	C&I Customer	60	15	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
3/27/2024	Customer -- St. Roch Market	C&I Customer	1	30	HVAC and refrigeration overview	Review of cooler and tune-up incentives.
3/28/2024	Customer -- Xavier University	C&I Customer	1	60	Lighting overview	Walkthrough of Annex building and light count.
3/28/2024	Customer -- Greater St. Stephen Full Gospel Church	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives associated with LED retrofit.
3/29/2024	Customer -- GSA Building	C&I Customer	1	30	Program overview	Project close-out for lighting project.
4/1/2024	Workforce Development -- Delgado Community College	Workforce Development	2	60	Advise on building automation curriculum	Advised Louisiana Workforce Commission representative and Delgado workforce representative on how community colleges in other areas of the country are implementing building automation curriculum.

4/1/2024	Contractor -- MacLean's Air Conditioning	C&I Trade Allies/Contractors	1	30	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/1/2024	Contractor -- Trane Technologies	C&I Trade Allies/Contractors	1	30	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/1/2024	Contractor -- Mighty's AC	C&I Trade Allies/Contractors	1	60	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/1/2024	Contractor -- Louisiana Energy Solutions	C&I Trade Allies/Contractors	1	30	Lighting overview	program overview regarding lighting incentives and application process
4/2/2024	Customer -- City of New Orleans Economic Development	C&I Customer	10	20	Program overview	Prescriptive and custom overview for customers within the city of new orleans network
4/2/2024	Customer -- Cotton Mill Condos	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/3/2024	Contractor -- BEF Electric	C&I Trade Allies/Contractors	1	60	Lighting overview	program overview regarding lighting incentives and application process
4/5/2024	Contractor -- BEF Electric	C&I Trade Allies/Contractors	1	60	Lighting overview	Light count and application process at Health Clinic
4/5/2024	Contractor -- Theron Holmes	C&I Trade Allies/Contractors	1	45	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/5/2024	Contractor -- Star Service	C&I Trade Allies/Contractors	3	45	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives

4/5/2024	Customer -- Chick-fil-A	C&I Customer	1	30	HVAC and refrigeration overview	Review of cooler and tune-up incentives.
4/8/2024	Workforce Development -- New Orleans Career Center	Workforce Development	1	45	Discuss commercial trade ally network and careers	Discuss upcoming HVAC curriculum and how the commercial trade ally network could connect with students and staff.
4/8/2024	Workforce Development -- Tulane University	Workforce Development	20	15	Discuss commercial trade ally network and careers	Discuss potential for Tulane students to connect with automation companies.
4/9/2024	Customer -- LSUHSC	C&I Customer	1	30	HVAC tune-up and chiller tune-up overview	Review of prescriptive incentives associated with tune-ups.
4/9/2024	Customer -- Windsor Court	C&I Customer	1	45	Review of coil cleaning incentives	Review of prescriptive incentives associated with tune-ups.
4/9/2024	Customer -- Marriott Hotel	C&I Customer	1	45	Review of coil cleaning incentives	Review of prescriptive incentives associated with tune-ups.
4/9/2024	Contractor -- LED Pro	C&I Trade Allies/Contractors	2	60	Non-lighting overview	Review of air handling unit, HVAC, and chiller tune-up incentives with customer
4/9/2024	Customer -- Homewood Suites	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/10/2024	Customer -- Greater St. Stephen Full Gospel Church	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives associated with LED retrofit.
4/10/2024	Contractor -- Frischhertz Electric	C&I Trade Allies/Contractors	1	60	LED lighting overview	Lighting count conducted

4/11/2024	Customer -- Intercontinental Hotel	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives associated with LED retrofit.
4/11/2024	Customer -- Hotel Provincial	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/11/2024	Customer -- Homewood Suites	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/11/2024	Contractor -- Blue Box Air	C&I Trade Allies/Contractors	1	60	Non-lighting overview	Assistance with meeting a hotel operator regarding non-lighting incentive
4/11/2024	Trade Ally -- American Institute of Architects	C&I Trade Allies/Contractors	20	10	Program overview	Review of prescriptive and custom incentives, and a discussion new construction incentives
4/12/2024	Customer -- GSA Building	C&I Customer	1	30	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/12/2024	Contractor -- Bernhard	C&I Trade Allies/Contractors	1	60	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/15/2024	Workforce Development -- Delgado Community College	Workforce Development	3	60	Advise on building automation curriculum	Incorporate automation specialist into discussion to review upcoming curriculum Delgado is planning to adopt.
4/17/2024	Contractor -- Siemens	C&I Trade Allies/Contractors	3	60	Non-lighting overview	Review of multiple potential projects as well as retro-commissioning and continuous commissioning
4/18/2024	Contractor -- Johnstone Supply	C&I Trade Allies/Contractors	1	60	Non-lighting overview	Review of trade ally kWh reduction reporting in advance of project submission.

4/19/2024	Customer -- Tommy's Seafood	C&I Customer	1	30	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/22/2024	Customer -- Earth Day event	Earth Day	20	5	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/23/2024	Contractor -- RGHR	C&I Trade Allies/Contractors	1	30	Accounting overview	Review of refrigeration invoicing procedure for incentives paid to trade ally.
4/24/2024	Customer -- Benson Tower	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/24/2024	Customer -- Blue Oak	C&I Customer	1	30	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/25/2024	Contractor -- Star Service	C&I Trade Allies/Contractors	1	45	Application overview	Non-lighting application overview for potential project.
4/26/2024	Customer -- GSA Building	C&I Customer	1	30	Program overview	Project close-out for lighting project.
4/26/2024	Customer - Cambira Hotel	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/26/2024	Customer -- Hilton Riverside	C&I Customer	1	30	Non-lighting overview	Review of HVAC tune-up and chiller tune-up incentives
4/26/2024	Contractor -- Gallo Mechanical	C&I Trade Allies/Contractors	1	60	Application overview	Non-lighting application overview for potential project.

4/29/2024	Customer -- New Orleans and Company	C&I Customer	1	60	Program overview	Review of custom and prescriptive incentives.
4/29/2024	Customer -- Houston's Restaurant	C&I Customer	1	30	Program overview	Review of custom and prescriptive incentives.
4/30/2024	Customer -- Marriott Hotel	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
4/30/2024	Customer - Mt Olivet Episcopal	C&I Customer	2	30	Lighting & HVAC walkthrough	Identify potential efficiency upgrades
4/30/2024	Customer - City Church	C&I Customer	1	30	Lighting & HVAC discussion	Identify potential efficiency upgrades
5/1/2024	Customer -- Ace Hotel	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/1/2024	Customer -- Greater St. Stephen Full Gospel Church	C&I Customer	1	30	HVAC tune-up overview	Chiller replacement discussion as well as tune-up incentives.
5/1/2024	Customer -- Hotel Santa Maria	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/1/2024	Contractor -- Frischhertz Electric	C&I Trade Allies/Contractors	1	60	LED lighting overview	DLC and Energy Star tutorial for lighting project with Greater St. Stephen Gospel Church.
5/2/2024	Workforce Development -- Dillard University	Workforce Development	30	15	Provided insight on careers in clean energy	Advised how Dillard could create a guidebook for careers in clean energy.

5/6/2024	Customer -- Hilton Riverside	C&I Customer	1	60	General overview	Review several energy efficiency projects
5/7/2024	Customer -- City of New Orleans Economic Development	C&I Customer	10	20	Program overview	Prescriptive and custom overview for customers within the city of new orleans network
5/7/2024	Customer -- Tulane Memorial Baptist Church	C&I Customer	1	30	HVAC tune-up overview	Review of HVAC incentives and potential trade allies who can do the work.
5/7/2024	Contractor -- Daikin	C&I Trade Allies/Contractors	1	60	Application overview	Non-lighting application overview for potential project.
5/8/2024	Contractor -- NAC Smart Technologies	C&I Trade Allies/Contractors	1	60	Application overview	LED lighting application process overview
5/9/2024	Contractor -- M3 Services	C&I Trade Allies/Contractors	1	30	Accounting overview	Review of trade ally portal and invoice submission process.
5/9/2024	Customer -- Audubon Condominiums	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/9/2024	Customer - 111 Audubon St - Condo Common Area Walkthrough	C&I Customer	5	60	Walkthrough	Identify potential efficiency upgrades
5/10/2024	Customer -- GSA Building	C&I Customer	1	30	Lighting overview	Project close-out for lighting project.
5/10/2024	Contractor -- Powers of Louisiana	C&I Trade Allies/Contractors	3	45	Program overview	International Brotherhood of Electrical Workers; review of electrician network as well as incentives associated with LED measures.

5/7/2024	Customer -- Beanlandia	C&I Customer	1	30	HVAC tune-up overview	Review of HVAC incentives and potential trade allies who can do the work.
5/10/2024	Contractor -- Powers of Louisiana	C&I Trade Allies/Contractors	1	60	Onboarding trade ally meeting	Program overview regarding controls and building automation.
5/13/2024	Customer -- Xavier University	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network, with particular emphasis on new construction incentives.
5/13/2024	Customer - Place St. Charles	C&I Customer	3	60	Lighting Walk through	Gather info on proposed lighting project
5/14/2024	Customer -- Omni Riverfront	C&I Customer	1	30	HVAC tune-up overview	Review of HVAC incentives and potential trade allies who can do the work.
5/14/2024	Customer -- Homewood Suites	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/14/2024	Contractor -- Regency Electric	C&I Trade Allies/Contractors	1	30	Recruitment phone conversation	Program overview
5/15/2024	Customer -- Cabrini High School	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/15/2024	Contractor -- Johnstone Supply	C&I Trade Allies/Contractors	1	60	Existing project overview	HVAC incentive overview
5/15/2024	Contractor -- Lux Lighting	C&I Trade Allies/Contractors	1	60	Existing project overview	Lighting application assistance.

5/16/2024	Contractor -- A Basem Electric	C&I Trade Allies/Contractors	1	60	Onboarding trade ally meeting	Review of lighting incentives and discussion of potential projects at gas stations.
5/20/2024	Customer -- The Bottle Factory	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/20/2024	Customer -- Homewood Suites	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/22/2024	Contractor -- Tyler and Tyler	C&I Trade Allies/Contractors	1	30	Recruitment phone conversation	Program overview
5/23/2024	Customer - Federal Reserve Bank	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/23/2024	Customer -- The Building on OC Haley	C&I Customer	1	30	HVAC tune-up overview	Review of HVAC incentives and potential trade allies who can do the work.
5/23/2024	Contractor -- Balthazar Electriks	C&I Trade Allies/Contractors	1	60	Existing project overview	Lighting project overview of application process and light count
5/28/2024	Customer - NOLA Baptist Seminary	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/28/2024	Contractor -- trade ally sales training	C&I Trade Allies/Contractors	30	180	Sales training	Two LSU Sales Institute instructors provided sales training to thirty trade ally representatives
5/29/2024	Customer -- St. Paul Lutheran Church	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network

5/29/2024	Customer -- Loyola University	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
5/29/2024	Customer - Nieux CO	C&I Customer	5	60	Customer requested help identifying energy efficiency projects	Initial walk through of kitchen and shared working space. Explained program. Requested SBEA, talked with HVAC contractor re: tune-ups, measured windows.
5/29/2024	Customer -- New Orleans Career Center	C&I Customer	1	30	HVAC tune-up overview	Review of HVAC incentives and potential trade allies who can do the work.
5/29/2024	Customer -- St. Paul Lutheran Church	C&I Customer	1	30	HVAC tune-up overview	Review of HVAC incentives and potential trade allies who can do the work.
5/29/2024	Customer -- Loyola University	C&I Customer	4	60	HVAC tune-up overview	Review of HVAC incentives and potential trade allies who can do the work.
5/29/2024	Contractor -- Johnstone Supply	C&I Trade Allies/Contractors	2	60	Existing project overview	Meeting change-out from window units to central air
5/30/2024	Customer -- St. Mary's Dominican	C&I Customer	1	60	Program overview	Review of prescriptive and custom incentives, and a discussion of the trade ally network
6/5/2024	Customer -- City of New Orleans Economic Development	C&I Customer	10	20	Program overview	Prescriptive and custom overview for customers within the city of new orleans network
6/6/2024	Customer -- Dillard University	C&I Customer	1	60	Program overview	Review of potential project leads.
6/10/2024	Customer -- Hilton Riverside	C&I Customer	1	60	Retro-commissioning overview	RCx walkthrough and BAS overview

6/13/2024	Contractor -- Ideal Lighting	C&I Trade Allies/Contractors	1	60	Recruitment meeting and program overview	LED lighting incentive overview
6/13/2024	Contractor -- Marvin Electric	C&I Trade Allies/Contractors	1	60	Recruitment meeting and program overview	LED lighting incentive overview
6/13/2024	Contractor -- Barnes Electric	C&I Trade Allies/Contractors	1	60	Recruitment meeting and program overview	LED lighting incentive overview
6/14/2024	Customer -- GSA Building	C&I Customer	1	30	Lighting overview	Project close-out for lighting project.
6/14/2024	Contractor -- Jones AC and Heating	C&I Trade Allies/Contractors	1	60	Recruitment meeting and program overview	Discuss HVAC tune-up incentives as well as LED lighting and HVAC replacement incentives
6/14/2024	Customer - Daily Beet	C&I Customer	1	30	Customer - requested Restaurant Walkthrough	Identify Potential Projects
6/17/2024	Contractor -- Funches AC and Heating	C&I Trade Allies/Contractors	1	30	Recruitment meeting and program overview	Discuss HVAC tune-up, HVAC replacement, and smart thermostat incentives
6/18/2024	Contractor -- T&B Electric	C&I Trade Allies/Contractors	1	45	Recruitment meeting and program overview	Discuss LED lighting incentives and program application overview.
6/20/2024	Customer -- Hilton Riverside	C&I Customer	1	60	Program overview	LED lighting walkthrough.
6/21/2024	Contractor -- T&B Electric	C&I Trade Allies/Contractors	1	90	Recruitment meeting and program overview	Walkthrough, counting recessed cans and 4-ft. lamps

6/21/2024	Customer -- St. Thomas Housing Development	C&I Customer	1	30	Program overview	LED lighting incentive overview as well as HVAC incentive overview
6/26/2024	Contractor -- T&B Electric	C&I Trade Allies/Contractors	1	30	New construction overview	Review of new construction incentive possibilities
6/27/2024	Contractor -- Trade Ally Advisory Group meeting	C&I Trade Allies/Contractors	20	30	Program updates and guest speakers	Project leaderboard, guest speakers in workforce development and training, and program updates

Appendix D: Marketing Assets

Contents

Residential Collateral 25
Service rebate forms 29
Product purchase rebate forms 37
Customer Satisfaction Surveys 43
PAGEREF _Toc175817938 \h Leave behinds 45
Event outreach customer inquiry 47
Residential Multi-Offering Campaigns 49
Monthly Circuit Newsletter and Entergy Newsroom content 53
Online marketplace 61
Memorial Day/Summer savings promotions 66
Peak Time Rebate 72
Appliance Recycling 92
EasyCool 102
Organic social 111
Commercial & Industrial Marketing Assets 113
Program Collateral 145

Residential Collateral

Energy Smart Overview



EnergySmart
A New Orleans Program

Step-By-Step Guide
During the Assessment

ENERGY STAR AWARD 2025 PARTNER OF THE YEAR Sustained Excellence

Home Performance with ENERGY STAR®

Through the Home Performance with ENERGY STAR offering, you'll receive a **no-cost** Home Energy Assessment with recommendations for ways to improve your home's energy efficiency. Rather than focusing on a single problem (like an old heater or cooling system, insufficient insulation or leaky windows), the Home Performance with ENERGY STAR offering helps you improve your home's whole system. **No-cost** installation of energy-saving upgrades* in your home may include:

LED Light Bulbs**
- Can only replace incandescent or halogen light bulbs.
- Cannot replace lighting if located in rarely used spaces such as an attic or closet.
- Will not be replaced if in a location that may be a safety hazard.

Smart Thermostats
- Usually requires a follow-up measure installed at a later date.

Smart Power Strips

Low-Flow Showerheads
- Electric water-heated areas only.
- Cannot replace handheld showerheads.

Hot Water Pipe Insulation
- Electric water-heated areas only.
- Limit of 10 ft. of pipe insulation at the heater source only.

Low-Flow Bathroom Aerators
- Electric water-heated areas only.
- Cannot replace specialty faucet types.

Low-Flow Kitchen Aerators
- Electric water-heated areas only.
- Cannot replace specialty faucet types.

*Actual products installed may differ from the images shown. Measures are determined based on the environment, overall efficiency and product availability. Products may not be installed in each unit, depending on utility eligibility and existing baselines.
**Number of LED bulbs installed is dependent on availability.

For more information about this and other energy efficiency offerings, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6060**.

About the Assessment

Energy Smart offers home energy assessments and instant rebates to residential Entergy New Orleans electric customers,* which helps to reduce energy bills.

1. An Energy Smart energy advisor will visit your home and complete a no-cost home energy assessment. The assessment will take roughly an hour.
2. After the assessment is complete, you will receive no-cost installation of energy-saving products pictured to the left, along with additional recommendations to improve your home's energy efficiency.
3. See backside for rebates available and how a trade ally can help you with your energy-saving project.

*If you are a renter, the owner of the property must sign an approval form.

Energy Smart Step-By-Step Guide

More Opportunities to Save

Energy Smart Online Marketplace

As an Entergy New Orleans customer, you're eligible to receive instant discounts on energy-saving products that we'll ship right to your door. In addition to products, the Energy Smart Online Marketplace has educational blog posts on more ways to save. Shop and start saving today at **shop.energysmartnola.com**.

Service Rebates

(Work must be completed by a participating trade ally.)

Central A/C Replacement
- Up to $500 Mail-In Rebate per unit.

Attic Insulation
- Up to $.40 per square foot.

Central A/C Duct Sealing
- Up to $150 per CFM50 reduction.

Home Air Sealing
- Up to $.30 per CFM50 reduction.

Central A/C Tune-Up
- Up to $150 per unit.
- All Entergy New Orleans residential customers are eligible.
- System must be at least one year old.
- The unit must be in working order at the time of the tune-up.
- Rebates do not cover adding new refrigerant, or repairing or replacing any mechanical parts.
- The same A/C system is eligible for a second rebate only after two years have elapsed.

Purchase Rebates

ENERGY STAR Window A/C Units
- $50 Mail-In Rebate.

ENERGY STAR Refrigerators
- $50 Mail-In Rebate.

ENERGY STAR Pool Pumps
- $300 Mail-In Rebate.

ENERGY STAR Heat Pump Water Heaters
- $400 Mail-In Rebate.

ENERGY STAR Dehumidifiers
- $25 Mail-In Rebate.

ENERGY STAR Water Coolers
- Up to $50 Mail-In Rebate.

ENERGY STAR Smart Thermostats
- Up to $100 Mail-In Rebate.

ENERGY STAR Air Purifiers
- $25 Mail-In Rebate.

ENERGY STAR Freezers
- $25 Mail-In Rebate.

Please allow up to 4 to 6 weeks from the date of required information is received to process your rebate. Must allow the program team to perform on-site inspections of the appliance installed or work performed. A rebate check will be mailed to the purchaser listed on the rebate forms. Email address will only be used to notify you of your rebate status. Visit energysmartnola.com for more information and to learn more about program rebates.

To find a participating trade ally to work with you on your weatherization projects or a retailer where you can purchase products eligible for a rebate, call **504-229-6060** or visit **energysmartnola.com**.

Energy Smart is a comprehensive energy efficiency program developed for the New Orleans City Council and coordinated by Entergy New Orleans, LLC and a Franklin Energy Services, LLC. All Rights Reserved.

entergy

Multifamily Direct Install Service Agreement



EnergySmart
A New Orleans Program

Multifamily Solutions direct install service agreement

Property information

Property owner: _____

Building name: _____

Installation address: _____ Property phone: _____

City: _____ State: _____ ZIP: _____

Agreement

Property owner agrees to participate in Multifamily Solutions and understands that this program provides comprehensive energy products and installation of smart thermostats, LEDs, advanced power strips, pipe insulation, kitchen and bathroom aerators, and low-flow showerheads where applicable. Property owner agrees to work with the Multifamily Solutions implementation contractor, Franklin Energy, LLC, to notify the residents of program participation through various means, including, but not limited to, notices, posters in common areas and letters distributed to each unit or residence. Property owner will support these efforts by either distributing the notices as instructed or by providing Franklin Energy, LLC with access to distribute in common areas and to each unit or residence at least 24 hours before the scheduled installation. Property owner agrees to provide personnel to escort the Franklin Energy, LLC technicians throughout the property and to provide access to all units or residences when the resident is not home or the residence is unoccupied. The program reserves the right to post-inspect 5 percent of installed units after installation to ensure compliance with program guidelines.

Property owner also agrees that in consideration of its participation in the program and receipt of free products, Entergy will not be responsible in contract, tort or otherwise for any losses or damages of any kind incurred, arising out of or related to this program. Franklin Energy, LLC will be responsible for any loss or damage incurred to the extent caused by the gross negligence or willful misconduct of Franklin Energy, LLC. Property owner agrees that under no circumstances will Entergy or Franklin Energy, LLC be responsible for any indirect, consequential, incidental or speculative damages. No action under this agreement may be commenced more than 60 days after the incident giving rise to such cause of action has occurred. The undersigned has read and understands the above and has authority to sign this agreement as or on behalf of the owner of the above identified property.

Note: Entergy New Orleans, LLC does not guarantee that the energy efficiency products recommended or installed or the services provided through this program, will result in energy or cost savings.

Customer signature

Customer signature: _____

Customer name (print): _____ Date: _____

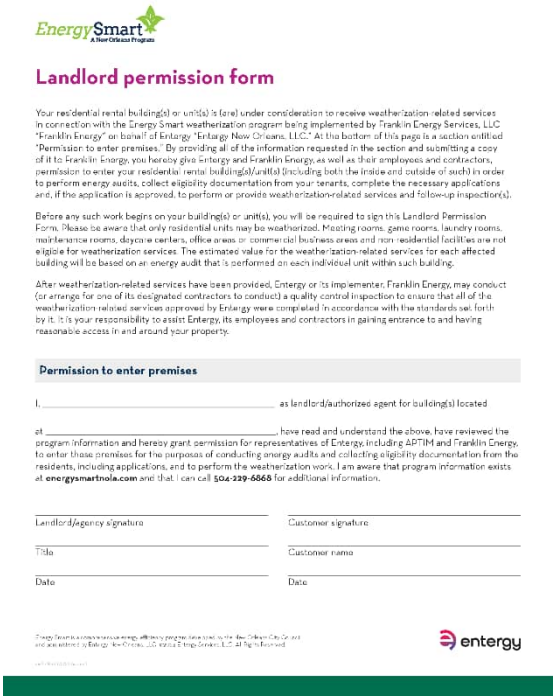
Property owner or authorized manager's signature: _____

Questions? Email **info@energysmartnola.com** or call **504-229-6060**

Energy Smart is a comprehensive energy efficiency program developed for the New Orleans City Council and coordinated by Entergy New Orleans, LLC and a Franklin Energy Services, LLC. All Rights Reserved.

entergy

Landlord permission form



EnergySmart
A New Orleans Program

Landlord permission form

Your residential rental building(s) or unit(s) is (are) under consideration to receive weatherization-related services in connection with the Energy Smart weatherization program being implemented by Franklin Energy Services, LLC "Franklin Energy" on behalf of Entergy "Entergy New Orleans, LLC." At the bottom of this page is a section entitled "Permission to enter premises." By providing all of the information requested in the section and submitting a copy of it to Franklin Energy, you hereby give Entergy and Franklin Energy, as well as their employees and contractors, permission to enter your residential rental building(s)/unit(s) (including both the inside and outside of such) in order to perform energy audits, collect eligibility documentation from your tenants, complete the necessary applications and, if the application is approved, to perform or provide weatherization-related services and follow-up inspection(s).

Before any such work begins on your building(s) or unit(s), you will be required to sign this Landlord Permission Form. Please be aware that only residential units may be weatherized. Meeting rooms, game rooms, laundry rooms, maintenance rooms, daycare centers, office areas or commercial business areas and non-residential facilities are not eligible for weatherization services. The estimated value for the weatherization-related services for each affected building will be based on an energy audit that is performed on each individual unit within such building.

After weatherization-related services have been provided, Entergy or its implementer, Franklin Energy, may conduct (or arrange for one of its designated contractors to conduct) a quality control inspection to ensure that all of the weatherization related services approved by Entergy were completed in accordance with the standards set forth by it. It is your responsibility to assist Entergy, its employees and contractors in gaining entrance to and having reasonable access in and around your property.

Permission to enter premises

I, _____ as landlord/authorized agent for building(s) located

at _____, have read and understand the above, have reviewed the program information and hereby grant permission for representatives of Entergy, including APTIM and Franklin Energy, to enter those premises for the purposes of conducting energy audits and collecting eligibility documentation from the residents, including applications, and to perform the weatherization work. I am aware that program information exists at **energysmartnola.com** and that I can call **504-229-6868** for additional information.

Landlord/agency signature | Customer signature

Title | Customer name

Date | Date

entergy

Multifamily solutions sell sheet



EnergySmart

Keep costs low and satisfaction high.

What if you could enhance your property and save you and your residents money—all without spending a cent? It's not too good to be true. It's **Multifamily Solutions.**

What do you get for signing up?

At no cost to you or your tenants, eligible properties will receive a no-cost energy assessment and no-cost energy-saving products* installed in your tenant's unit, which may include:

LED Light Bulbs | Kitchen Aerators | Bathroom Aerators | Water-Saving Showerheads | Smart Thermostats | Pipe Insulation | Smart Power Strip

What happens after the no-cost assessment and product installations?

You will receive recommended low-cost or no-cost upgrades for your property. Based on your recommendations, you'll select an appropriate trade ally who will provide an estimate for the energy-efficient upgrades and help you identify specific rebates you may qualify for. Recommended low-cost or no-cost upgrades may include:

Air sealing | Duct sealing | Insulation | A/C tune-up

How do you sign up?

Call **504-229-6868** or email **info@energysmartnola.com.**
We'd love to answer any questions you may have about the program, too.

Visit **energysmartnola.com** for more energy-saving tips and info.

* Actual products installed may differ from the images shown. Products are determined based on the environment, overall efficiency and product availability. Products may not be installed in each unit, depending on utility eligibility and existing baselines. LEDs will be installed only in fixtures containing incandescent or halogen lamps.

entergy

Home Performance Outreach Kit



Install today.

- **Two LED light bulbs.**
- **Two LED night-lights.**

Schedule your **free in-home energy assessment** today to find out how much you could be saving tomorrow.

energysmartnola.com **504-229-6868** **info@energysmartnola.com**

Scan to schedule a **free home assessment.**

entergy

EnergySmart
A New Orleans Program

energysmartnola.com
504-229-6868
info@energysmartnola.com

- Top-to-bottom, whole-house energy assessment.
- Complimentary installation of energy-saving products.
- Comprehensive summary report with low- to no-cost recommendations.

Kit Insert

EnergySmart
A New Orleans Program

HOME PERFORMANCE WITH ENERGY STAR

Schedule a free home energy assessment today

The Home Performance with ENERGY STAR® program reduces the up-front cost of making your home more energy efficient. Depending on the home improvements you choose, you could **save up to 20% or more on your annual utility bill.**

What to expect:

1. A top-to-bottom **review of your home's energy efficiency**.
2. The installation of **free energy-saving products.***
3. A **personalized report** summarizing the efficiency of your home and recommendations for energy-saving improvements.
4. **Rebates to lower or cover the cost** on recommended services: **Increasing attic insulation, sealing air leaks and ductwork, A/C tune-ups.**

Below are a few examples of energy-saving products that may be installed:*



Smart thermostats | Faucet aerators | LED light bulbs | Advanced power strips

Get started here

Scan the QR code or call **504-229-6868** to sign up for your free assessment.
Visit **energysmartnola.com** or email us with any questions at **info@energysmartnola.com.**

*Products installed are based on Entergy account type and eligibility. Actual products installed may differ from the images shown.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Schedule a free home energy assessment today

504-229-6868

www.energysmartnola.com

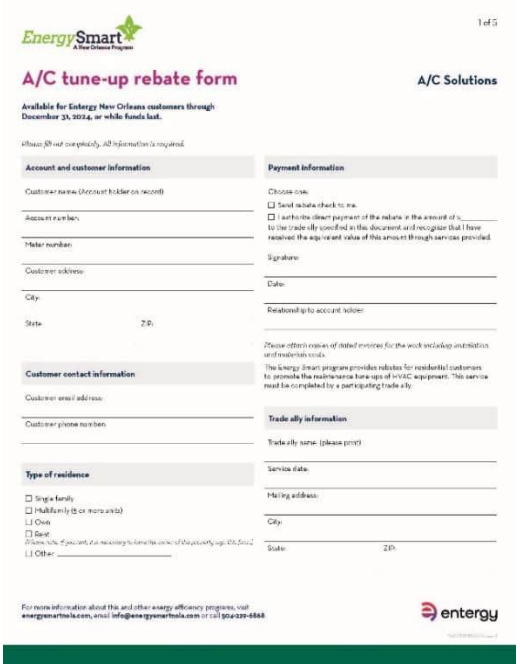
info@energysmartnola.com

SCAN ME

entergy

Service rebate forms

A/C Tune-Up Rebate Form



1 of 5

EnergySmart
A New Orleans Program

A/C tune-up rebate form

A/C Solutions

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Please fill out completely. All information is required.

Account and customer information

Customer name: (Account holder on record)

Account number:

Meter number:

Customer address:

City:

State: ZIP:

Customer contact information

Customer email address:

Customer phone number:

Type of residence

☐ Single family
☐ Multifamily (5 or more units)
☐ Own
☐ Rent
If Rent, is it a Section 8 or other subsidized housing unit?
☐ Other: _____

Payment information

Choose one:
☐ Send rebate check to me.
☐ I authorize direct payment of the rebate in the amount of $_____ to the trade ally specified in this document and recognize that I have received the equivalent value of this amount through services provided.

Signature:

Date:

Relationship to account holder:

Please attach copies of dated invoices for the work including installation and materials costs.

The Energy Smart program provides rebates for residential customers to promote the maintenance tune-ups of HVAC equipment. This service must be completed by a participating trade ally.

Trade ally information

Trade ally name: (please print)

Service date:

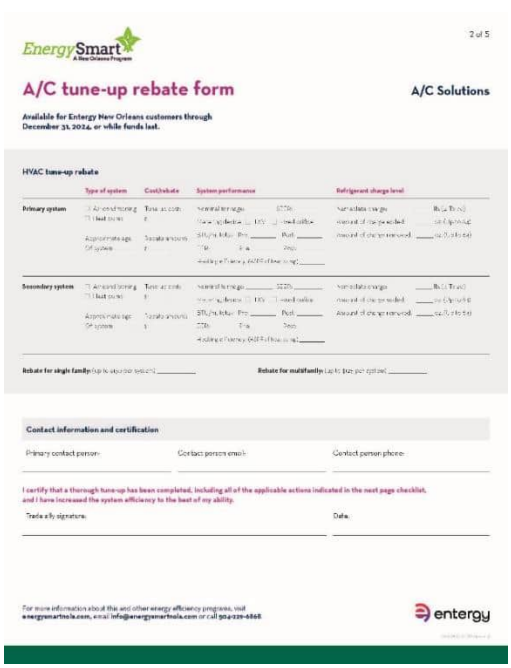
Mailing address:

City:

State: ZIP:

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

entergy



2 of 5

EnergySmart
A New Orleans Program

A/C tune-up rebate form

A/C Solutions

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

HVAC tune-up rebate

	Type of system	Cost/rebate	System performance	Refrigerant charge level
Primary system	☐ Air-cond/heating ☐ Heat pump	Total ac cost: $	Nominal tonnage: _____ (CFM) Heating capacity: ☐ BTU ☐ Heat pump	Normal static charge: _____ lb (_____ Tb-in) Amount of charge added: _____ oz (_____ kg) Amount of charge removed: _____ oz (_____ kg)
	Approximate age of system:	Total rebate amount: $	BTU/Hr Input: Pre _____ Post _____ SEER: Pre _____ Post _____ Heating efficiency (AFUE/HSPF): _____	
Secondary system	☐ Air-cond/heating ☐ Heat pump	Total ac cost: $	Nominal tonnage: _____ (CFM) Heating capacity: ☐ BTU ☐ Heat pump	Normal static charge: _____ lb (_____ Tb-in) Amount of charge added: _____ oz (_____ kg) Amount of charge removed: _____ oz (_____ kg)
	Approximate age of system:	Total rebate amount: $	BTU/Hr Input: Pre _____ Post _____ SEER: Pre _____ Post _____ Heating efficiency (AFUE/HSPF): _____	

Rebate for single family (up to $500 per system): _____ **Rebate for multifamily** (up to $250 per system): _____

Contact information and certification

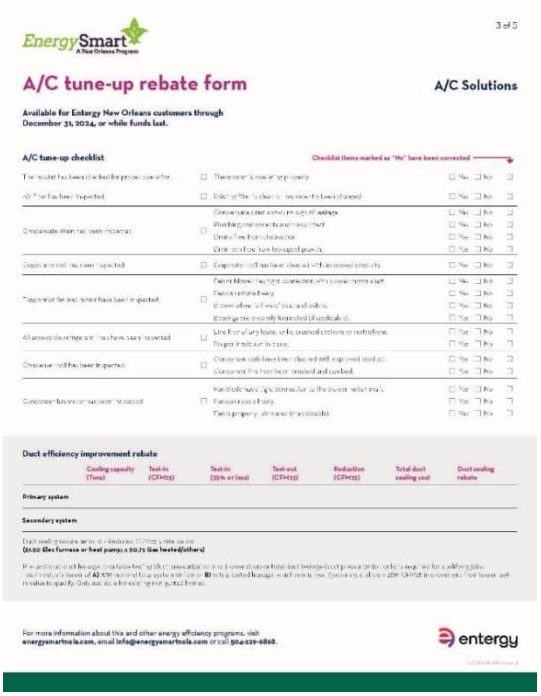
Primary contact person: Contact person email: Contact person phone:

I certify that a thorough tune-up has been completed, including all of the applicable actions indicated in the next page checklist, and I have increased the system efficiency to the best of my ability.

Trade ally signature: Date:

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

entergy



3 of 5

EnergySmart
A New Orleans Program

A/C tune-up rebate form

A/C Solutions

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

A/C tune-up checklist

Checklist items marked as "No" have been corrected →

The outlet has been checked for proper operation.	☐	There is a new air cap.	☐ Yes ☐ No ☐
Oil Pan has been inspected.	☐	Oil in the fan chamber has been changed.	☐ Yes ☐ No ☐
Condensate drain has been inspected.	☐	Condensate pan shows no signs of damage.	☐ Yes ☐ No ☐
		Washing machine connection is not kinked.	☐ Yes ☐ No ☐
		Drain free from obstruction.	☐ Yes ☐ No ☐
		Drain slope has been adjusted properly.	☐ Yes ☐ No ☐
Evaporator coil has been inspected.	☐	Evaporator coil has been cleaned with approved products.	☐ Yes ☐ No ☐
Evaporator fan and motor have been inspected.	☐	Fan motor has right connection with a cover in place.	☐ Yes ☐ No ☐
		Fan is in proper alignment.	☐ Yes ☐ No ☐
		Fan is allowed free of obstruction.	☐ Yes ☐ No ☐
		Fan blades are properly balanced (if applicable).	☐ Yes ☐ No ☐
All accessible refrigerant lines have been inspected.	☐	Line free of any loose, unsupported sections or rubbing.	☐ Yes ☐ No ☐
		Proper insulation in place.	☐ Yes ☐ No ☐
Crankcase oil has been inspected.	☐	Connection oil has been checked with approved products.	☐ Yes ☐ No ☐
		Compressor has been cleaned and oiled.	☐ Yes ☐ No ☐
Condenser fan motor has been inspected.	☐	Fan blade tightness, alignment, and balance have been verified.	☐ Yes ☐ No ☐
		Fan motor is free.	☐ Yes ☐ No ☐
		Fan is properly aligned (if applicable).	☐ Yes ☐ No ☐

Duct efficiency improvement rebate

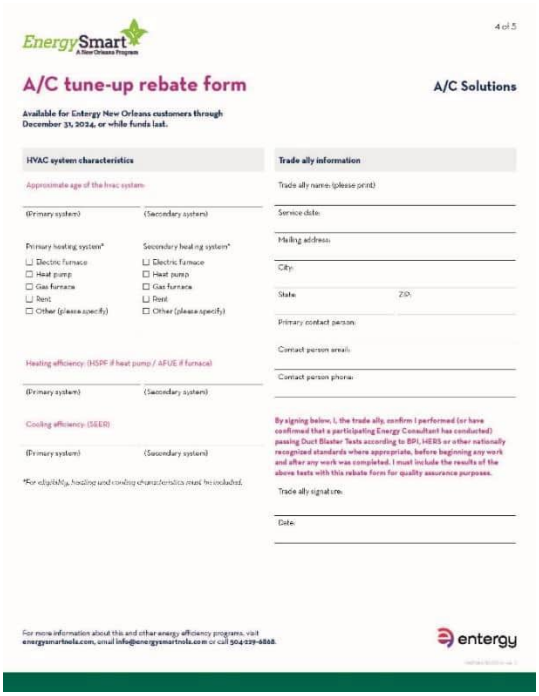
	Cooling capacity (Tons)	Test-in (CFM25)	Test-in (35% or less)	Test-out (CFM25)	Reduction (CFM25)	Total duct sealing cost	Duct sealing rebate
Primary system							
Secondary system							

Duct sealing measures are calculated CFM25 x rate as per:
($1.50 Elec furnace or heat pump; x $0.75 Gas heated/others)

Pre- and post-duct blaster tests with CFM measurements are to be conducted on total duct leakage (cubic feet per minute at 25 Pa) and register for a pathway (duct system) leakage of 40 CFM per ton of the system served. Total duct leakage shall not exceed 15% of the CFM25 measurement. For leaks verified to specific Duct work locations, a flow hood may be used.

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

entergy



4 of 5

EnergySmart
A New Orleans Program

A/C tune-up rebate form

A/C Solutions

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

HVAC system characteristics

Approximate age of the hvac system:

(Primary system) (Secondary system)

Primary heating system*
☐ Electric furnace
☐ Heat pump
☐ Gas furnace
☐ Rent
☐ Other (please specify)

Secondary heating system*
☐ Electric furnace
☐ Heat pump
☐ Gas furnace
☐ Rent
☐ Other (please specify)

Heating efficiency: (HSPF if heat pump / AFUE if furnace)

(Primary system) (Secondary system)

Cooling efficiency: (SEER)

(Primary system) (Secondary system)

*For eligibility, heating and cooling characteristics must be included.

Trade ally information

Trade ally name: (please print)

Service date:

Mailing address:

City:

State: ZIP:

Primary contact person:

Contact person email:

Contact person phone:

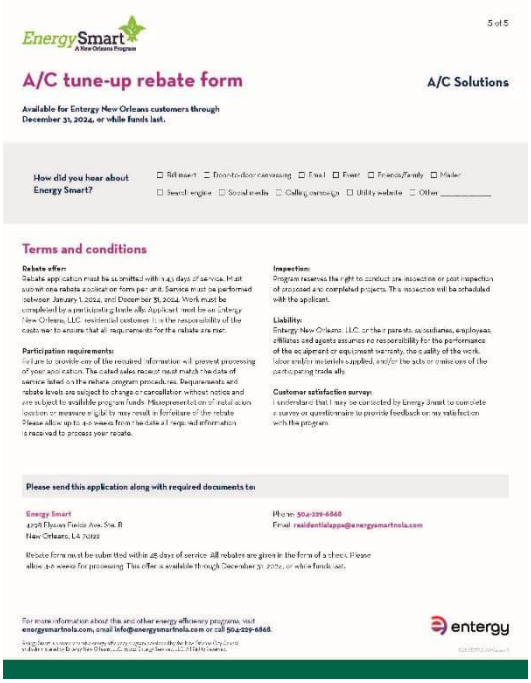
By signing below, I, the trade ally, confirm I performed (or have confirmed that a participating Energy Consultant has conducted) passing Duct Blaster Tests according to BPI, HERS or other nationally recognized standards where appropriate, before beginning any work and after any work was completed. I must include the results of the above tests with this rebate form for quality assurance purposes.

Trade ally signature:

Date:

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

entergy



5 of 5

EnergySmart
A New Orleans Program

A/C tune-up rebate form

A/C Solutions

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

How did you hear about Energy Smart?

☐ Bill insert ☐ Door-to-door canvassing ☐ Email ☐ Event ☐ Friends/family ☐ Mailer
☐ Search engine ☐ Social media ☐ Calling campaign ☐ Utility website ☐ Other _____

Terms and conditions

Rebate offer:
Rebate application must be submitted within 45 days of service. Must submit one rebate application form per unit. Service must be performed between January 1, 2024, and December 31, 2024. Work must be completed by a participating trade ally. Applicant must be an Entergy New Orleans, LLC residential customer. It is the responsibility of the customer to ensure that all requirements for the rebate are met.

Participation requirements:
Failure to provide any of the required information will prevent processing of your application. The dated sales receipt must match the date of service listed on the rebate program procedures. Requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate. Please allow up to 6-8 weeks from the date all required information is received to process your rebate.

Inspection:
Program reserves the right to conduct pre-inspection or post-inspection of proposed and completed projects. The inspection will be scheduled with the applicant.

Liability:
Entergy New Orleans, LLC, or their parents, subsidiaries, employees, affiliates and agents assumes no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating trade ally.

Customer satisfaction survey:
I understand that I may be contacted by Energy Smart to complete a survey or questionnaire to provide feedback on my satisfaction with the program.

Please send this application along with required documents to:

Energy Smart
4298 Elysian Fields Ave. Ste. B
New Orleans, LA 70122

Phone: 504-229-4848
Email: residentialapps@energysmartnola.com

Rebate form must be submitted within 45 days of service. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last.

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-4848.

Energy Smart is a program of the Energy Efficiency Program Consortium for the Orleans Parish Council, which is funded by Entergy New Orleans, LLC Rider Energy Smart. Entergy is a registered trademark of Entergy Corporation.

entergy

HVAC replacement rebate form



EnergySmart
A/C Solutions

HVAC system replacement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Please fill out completely. All information is required.

Purchaser information

Purchaser's name

Daytime phone

Email

Installation address

City

State ZIP

Purchaser's address (if different from install address)

City

State ZIP

Type of residence

☐ Single-family
☐ Multifamily (5 or more units)
☐ Other

Equipment information

New purchased system information

New system:
☐ Central air conditioner ☐ Mini-split (ductless) heat pump
☐ Air source heat pump

Does the new system have a factory-installed, electronically commutated motor:
☐ Yes ☐ No

Choose one:
☐ Replaced failed unit ☐ Replaced working but inefficient unit

New system capacity (tons):

Cooling efficiency:
SEER2: EER2:

Heating efficiency:
HSPF2 (if heat pump):

Condenser brand: Condenser model:

Coil model: Air handler model:

Replaced HVAC system information

Approximate age of replaced system:

Replaced system capacity (tons):

Cooling efficiency:
SEER2: EER2:

Heating system before the replacement (choose one):
☐ Heat pump ☐ Electric resistance
☐ Gas ☐ Other

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-4868.

entergy

EnergySmart
A/C Solutions

HVAC system replacement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Required document checklist:

☐ AHRI certificate (provided by equipment installer)
☐ Copy of customer's invoice (provided by equipment installer)
☐ Signed and completed Energy Smart rebate form

Installation date:

HVAC rebate amount:

Customer completion:

I acknowledge the above is true and correct. By signing below, I agree to allow Energy Smart to perform an on-site verification of installed equipment. I also understand that failure to allow an inspection within 60 days may result in forfeiture of the rebate amount.

Customer signature:

Date:

Qualified equipment and rebate amounts*

Central air conditioner

Efficiency level	SEER2 ≥ 15.2 with ECM	SEER2 ≥ 16 with ECM	SEER2 ≥ 17 with ECM
Rebate amount	$[illegible] per System	$[illegible] per System	$[illegible] per System

Air source heat pump

Efficiency level	SEER2 ≥ 15.2 & HSPF2 ≥ 7.7	SEER2 ≥ 16 & HSPF2 ≥ 7.7	SEER2 ≥ 17 & HSPF2 ≥ 7.8
Rebate amount	$[illegible] per System	$[illegible] per System	$[illegible] per System

Mini-split (ductless) heat pump

Efficiency level	SEER2 ≥ 17 & HSPF2 ≥ 7.7 (Replaced Unit: Heat Pump)	SEER2 ≥ 17 & HSPF2 ≥ 7.7 (Replaced Unit: Electric Strip)
Rebate amount	$[illegible] per System	$[illegible] per System

*[illegible] January 1, 2024, HVAC systems must have an SEER2 ≥ 14.3 and HSPF2 ≥ 6.7 to be eligible for a rebate.

For more information about this and other energy efficiency programs, visit energysmartnola.com, e-mail info@energysmartnola.com or call 504-229-4868.

entergy

EnergySmart
A/C Solutions

HVAC system replacement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

How did you hear about Energy Smart?

☐ Bill insert ☐ Door-to-door canvassing ☐ Email ☐ Event ☐ Friends/family ☐ Mailer
☐ Search engine ☐ Social media ☐ Calling campaign ☐ Utility website ☐ Other _____

Terms and conditions

Rebate offer:
Rebate application must be submitted within 45 days of service. Must submit one rebate application form per unit. Service must be performed between January 1, 2024, and December 31, 2024. Work must be completed by a participating trade ally. Applicant must be an Entergy New Orleans, LLC residential customer. It is the responsibility of the customer to ensure that all requirements for the rebate are met.

Participation requirements:
Failure to provide any of the required information will prevent processing of your application. The declared sales receipt must match the date of service listed on the rebate program procedures. Requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate. Please allow up to 4-6 weeks from the date all required information is received to process your rebate.

Inspection:
Program reserves the right to conduct pre-inspection or post-inspection of processed and completed projects. This inspection will be scheduled with the applicant.

Liability:
Entergy New Orleans, LLC, or their parents, subsidiaries, employees, affiliates and agents assumes no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating trade ally.

Customer satisfaction survey:
I understand that I may be contacted by Energy Smart or its representatives to complete a survey or questionnaire to provide feedback on my satisfaction with the program.

Please send this application along with required documents to:

Energy Smart
4298 Elysian Fields Ave, Ste. B
New Orleans, LA 70122

Phone: 504-229-4868
Email: residentialapps@energysmartnola.com

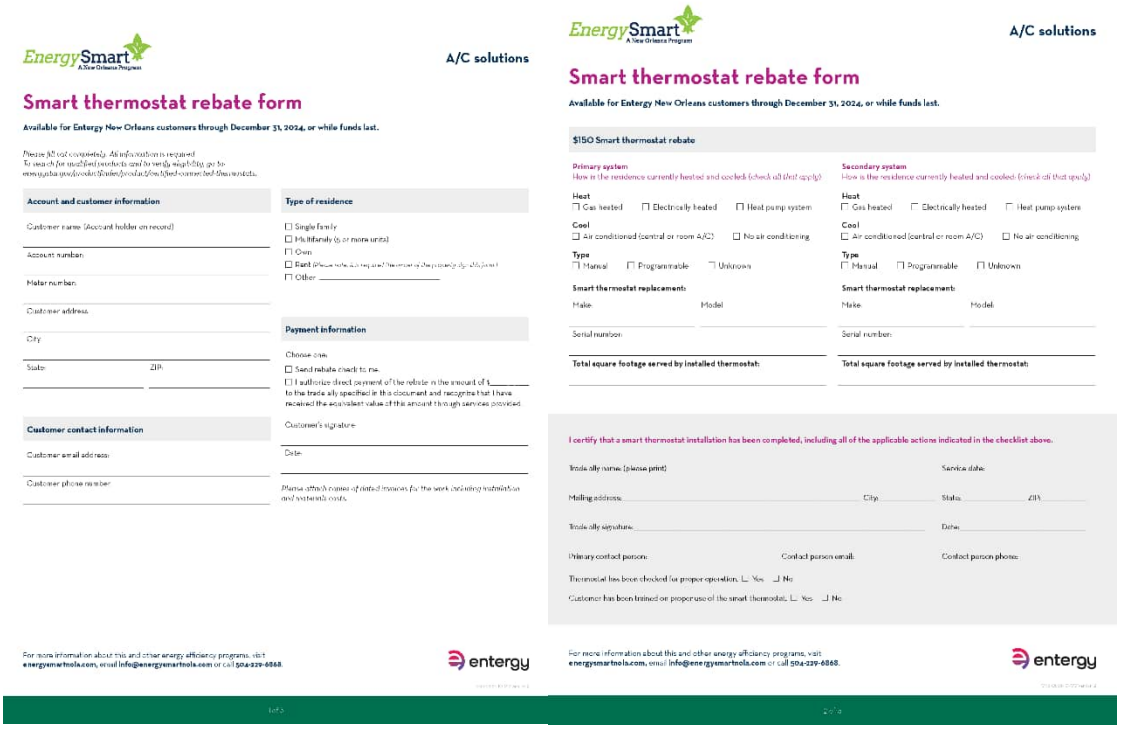
Rebate form must be submitted within 45 days of service. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last.

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-4868.

entergy

Entergy is a service mark of Entergy Corporation and its affiliates. © Entergy New Orleans, LLC. All rights reserved.

Smart thermostat rebate form



EnergySmart
A New Orleans Program

A/C solutions

Smart thermostat rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Please fill out completely. All information is required.
To search for qualified products and to verify eligibility, go to energysmartnola.com/residential/products/qualified-connected-thermostats.

Account and customer information

Customer name (Account holder on record):

Account number:

Meter number:

Customer address:

City:

State: ZIP:

Customer contact information

Customer email address:

Customer phone number:

Type of residence

☐ Single family
☐ Multifamily (5 or more units)
☐ Own
☐ Rent (Please note, ID required. Income verification may apply. See flyer.)
☐ Other _____

Payment information

Choose one:

☐ Send rebate check to me.
☐ I authorize direct payment of the rebate in the amount of $_____ to the trade ally specified in this document and recognize that I have received the equivalent value of this amount through services provided.

Customer's signature:

Date:

Please attach copies of itemized invoices for the work including installation and materials costs.

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

1 of 3

EnergySmart
A New Orleans Program

A/C solutions

Smart thermostat rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

$150 Smart thermostat rebate

Primary system
How is the residence currently heated and cooled? (check all that apply)

Heat
☐ Gas heated ☐ Electrically heated ☐ Heat pump system

Cool
☐ Air conditioned (central or room A/C) ☐ No air conditioning

Type
☐ Manual ☐ Programmable ☐ Unknown

Smart thermostat replacement:

Make: Model:

Serial number:

Total square footage served by installed thermostat:

Secondary system
How is the residence currently heated and cooled? (check all that apply)

Heat
☐ Gas heated ☐ Electrically heated ☐ Heat pump system

Cool
☐ Air conditioned (central or room A/C) ☐ No air conditioning

Type
☐ Manual ☐ Programmable ☐ Unknown

Smart thermostat replacement:

Make: Model:

Serial number:

Total square footage served by installed thermostat:

I certify that a smart thermostat installation has been completed, including all of the applicable actions indicated in the checklist above.

Trade ally name (please print): Service date:

Mailing address: City: State: ZIP:

Trade ally signature: Date:

Primary contact person: Contact person email: Contact person phone:

Thermostat has been checked for proper operation. ☐ Yes ☐ No

Customer has been trained on proper use of the smart thermostat. ☐ Yes ☐ No

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

2 of 3

EnergySmart
A New Orleans Program

A/C solutions

Smart thermostat rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

How did you hear about Energy Smart?

☐ Bill insert ☐ Door-to-door canvassing ☐ Email ☐ Event ☐ Friends/family ☐ Mailer
☐ Search engine ☐ Social media ☐ Calling campaign ☐ Utility website ☐ Other _____

Terms and conditions

Rebate offer:
Rebate application must be submitted within 45 days of service. Must submit one rebate application form per unit. Service must be performed between January 1, 2024, and December 31, 2024. Work must be completed by a participating trade ally. Applicant must be an Entergy New Orleans, LLC residential customer. It is the responsibility of the customer to ensure that all requirements for the rebate are met.

Participation requirements:
Failure to provide any of the required information will prevent processing of your application. The dated sales receipt must match the date of service listed on the rebate program procedures. Requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate. Please allow up to 4-6 weeks from the date all required information is received to process your rebate.

Inspection:
Program reserves the right to conduct pre-inspection or post-inspection of proposed and completed projects. This inspection will be scheduled with the applicant.

Liability:
Entergy New Orleans, LLC, or their parents, subsidiaries, employees, affiliates and agents assumes no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating trade ally.

Customer satisfaction survey:
I understand that I may be contacted by Energy Smart to complete a survey or questionnaire to provide feedback on my satisfaction with the program.

Please send this application along with required documents to:

Energy Smart
4201 Elysian Fields Ave. Ste. B
New Orleans, LA 70122

Phone: 504-229-6868
Email: residentialapps@energysmartnola.com

Rebate form must be submitted within 45 days of service. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last.

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

3 of 3

Duct efficiency improvement rebate form

Home performance with ENERGY STAR



EnergySmart
A New Orleans Program

Home performance with ENERGY STAR®

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Please fill out completely. All information is required

Account and customer information

Customer name (Account holder on record):

Account number:

Meter number:

Customer address:

City:

State: ZIP:

Customer email address:

Customer phone number:

Type of residence

☐ Single family ☐ Own
☐ Rent
☐ Other

Payment information

Choose one:

☐ Send rebate check to me
☐ I authorize direct payment of the rebate in the amount of $_____ to the trade ally specified in this document and recognize that I have received the equivalent value of this amount through services provided.

Signature:

Date: Relationship to account holder:

Please attach copies of dated invoices for the work including installation and materials costs.

Duct efficiency improvement rebate

	Cooling capacity (Tons)	Test-in (CFM25)	Test-in (25% or less)	Test-out (CFM25)	Reduction (CFM25)	Total duct sealing cost	Duct sealing rebate
Primary system							
Secondary system							

Duct sealing rebate amount = Reduction (CFM25) x rate below
($1.50 Elec furnace or heat pump; $0.75 Gas heated/others)

For duct sealing rebate, A) 30% or more total system airflow or B) total sealed leakage shall meet or exceed 200 CFM25 improvement, from latest pre-work test results. Only applicable for existing ducted forces.

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

entergy

EnergySmart
A New Orleans Program

Home performance with ENERGY STAR®

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

HVAC system characteristics

Approximate age of the hvac system:

(Primary system) (Secondary system)

Primary heating system*
☐ Electric furnace
☐ Heat pump
☐ Gas furnace
☐ Boiler
☐ Other (please specify):

Secondary heating system*
☐ Electric furnace
☐ Heat pump
☐ Gas furnace
☐ Boiler
☐ Other (please specify):

Heating efficiency: (HSPF if heat pump / AFUE if furnace)

(Primary system) (Secondary system)

Cooling efficiency: (SEER)

(Primary system) (Secondary system)

*For eligibility, heating and cooling characteristics must be detailed.

Trade ally information

Trade ally name (please print):

Service area:

Mailing address:

City:

State: ZIP:

Primary contact person:

Contact person email:

Contact person phone:

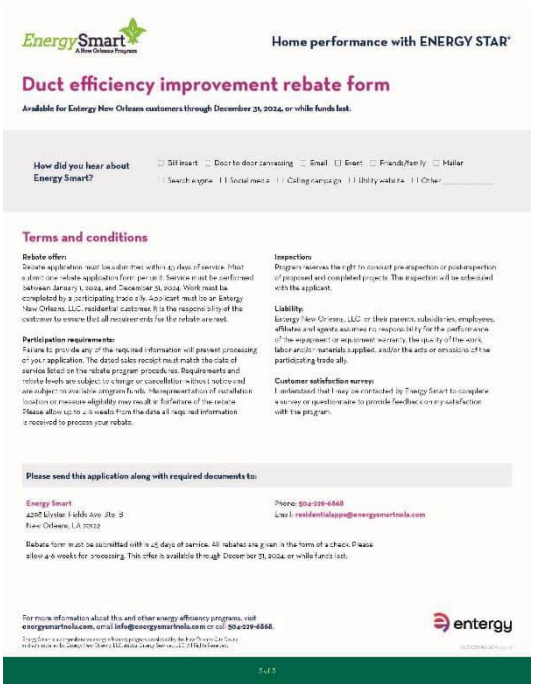
By signing below, I, the trade ally, confirm I performed (or have confirmed that a participating Energy Consultant has conducted) passing Duct Blaster Tests according to BPI, HERS or other nationally recognized standards where appropriate, before beginning any work and after any work was completed. I must include the results of the above tests with this rebate form for quality assurance purposes.

Trade ally signature:

Date:

For more information about this and other energy efficiency programs, visit energysmartnola.com, e-mail info@energysmartnola.com or call 504-229-6868.

entergy



EnergySmart
A New Orleans Program

Home performance with ENERGY STAR®

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

How did you hear about Energy Smart?

☐ Bill insert ☐ Door to door canvassing ☐ Email ☐ Event ☐ Friends/family ☐ Mailer
☐ Search engine ☐ Social media ☐ Calling campaign ☐ Utility website ☐ Other: _____

Terms and conditions

Rebate offer:
Rebate application must be submitted within 45 days of service. Must submit one rebate application form per unit. Service must be performed between January 1, 2024, and December 31, 2024. Work must be completed by a participating trade ally. Applicant must be an Entergy New Orleans, LLC, residential customer. It is the responsibility of the customer to ensure that all requirements for the rebate are met.

Participation requirements:
Failure to provide any of the required information will prevent processing of your application. The dated sales receipt must match the date of service listed on the rebate program procedures. Requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate. Please allow up to 4-6 weeks from the date all required information is received to process your rebate.

Inspections:
Program reserves the right to conduct pre-inspection or post-inspection of proposed and completed projects. The inspection will be scheduled with the applicant.

Liability:
Entergy New Orleans, LLC or their parents, subsidiaries, employees, affiliates and agents assumes no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating trade ally.

Customer satisfaction survey:
I understand that I may be contacted by Energy Smart to complete a survey or questionnaire to provide feedback on my satisfaction with the program.

Please send this application along with required documents to:

Energy Smart
4200 Elysian Fields Ave Ste B
New Orleans, LA 70122

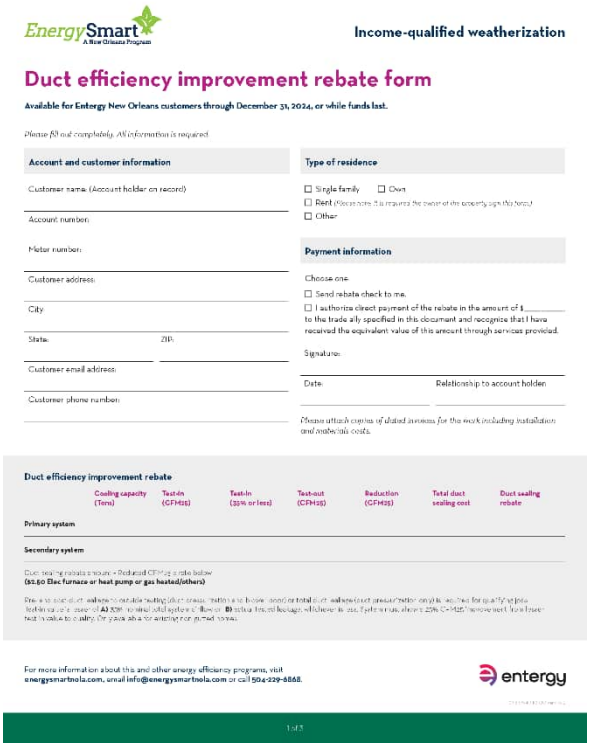
Phone: 504-229-6868
Email: residentialapps@energysmartnola.com

Rebate form must be submitted within 45 days of service. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last.

For more information about this and other energy efficiency programs, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

entergy

Income-qualified weatherization



EnergySmart A New Orleans Program

Income-qualified weatherization

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Please fill out completely. All information is required.

Account and customer information

Customer name (Account holder on record)

Account number:

Meter number:

Customer address:

City

State: ZIP:

Customer email address:

Customer phone number:

Type of residence

☐ Single family ☐ Own
☐ Rent (Please note: It is required the owner of the property sign this form.)
☐ Other

Payment information

Choose one:

☐ Send rebate check to me.
☐ I authorize direct payment of the rebate in the amount of $_____ to the trade ally specified in this document and recognize that I have received the equivalent value of this amount through services provided.

Signature:

Date: Relationship to account holder:

Please attach copies of dated invoices for the work including installation and materials costs.

Duct efficiency improvement rebate

	Cooling capacity (Tons)	Test-in (CFM25)	Test-in (25% or less)	Test-out (CFM25)	Reduction (CFM25)	Total duct sealing cost	Duct sealing rebate
Primary system							
Secondary system							

Duct sealing rebate amount = Reduced CFM25 x rate below
($2.50 Elec furnace or heat pump or gas heated/others)

Pre- and post-duct-sealing testing (duct blaster testing) is to be done on total duct system (duct pressurization only) is required for qualifying jobs. Testing is in case of A) 20% or more total system airflow or B) actual measured leakage, whichever is less. Typical values where 25% CFM25 improvement from base-heat is value to qualify. Or value above for entering post-retest values.

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

1 of 3



EnergySmart A New Orleans Program

Income-qualified weatherization

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

HVAC system characteristics

Approximate age of the hvac system:

(Primary system) (Secondary system)

Primary heating system* Secondary heating system*

☐ Electric furnace ☐ Electric furnace
☐ Heat pump ☐ Heat pump
☐ Gas furnace ☐ Gas furnace
☐ Rent ☐ Rent
☐ Other (please specify) ☐ Other (please specify)

Heating efficiency (HSPF if heat pump / AFUE if furnace)

(Primary system) (Secondary system)

Cooling efficiency (SEER)

(Primary system) (Secondary system)

*For eligibility, heating and cooling characteristics must be included.

Trade ally information

Trade ally name (please print):

Service date:

Mailing address:

City:

State: ZIP:

Primary contact person:

Contact person email:

Contact person phone:

By signing below, I, the trade ally, confirm I performed (or have confirmed that a participating Energy Consultant has conducted) passing Duct Blaster Tests according to BPI, HERS or other nationally recognized standards where appropriate, before beginning any work and after any work was completed. I must include the results of the above tests with this rebate form for quality assurance purposes.

Trade ally signature:

Date:

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

2 of 3



EnergySmart A New Orleans Program

Income-qualified weatherization

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

How did you hear about Energy Smart?

☐ Bill insert ☐ Door-to-door canvassing ☐ Email ☐ Event ☐ Friends/family ☐ Mailer
☐ Search engine ☐ Social media ☐ Calling campaign ☐ Utility website ☐ Other _____

Terms and conditions

Rebate offer:
Rebate application must be submitted within 45 days of service. Must submit one rebate application form per unit. Service must be performed between January 1, 2024, and December 31, 2024. Work must be completed by a participating trade ally. Applicant must be an Entergy New Orleans, LLC. residential customer. It is the responsibility of the customer to ensure that all requirements for the rebate are met.

Participation requirements:
Failure to provide any of the required information will prevent processing of your application. The dated sales receipt must match the date of service listed on the rebate program procedures. Requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate. Please allow up to 4-6 weeks from the date all required information is received to process your rebate.

Inspection:
Program reserves the right to conduct pre-inspection or post-inspection of proposed and completed projects. This inspection will be scheduled with the applicant.

Liability:
Entergy New Orleans, LLC. or their parents, subsidiaries, employees, affiliates and agents assumes no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating trade ally.

Customer satisfaction survey:
I understand that I may be contacted by Energy Smart to complete a survey or questionnaire to provide feedback on my satisfaction with the program.

Please send this application along with required documents to:

Energy Smart
4298 Elysian Fields Ave. Ste. B
New Orleans, LA 70122

Phone: 504-229-6868
Email: residentialapps@energysmartnola.com

Rebate form must be submitted within 45 days of service. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last.

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. dba Entergy Services, LLC. All Rights Reserved.

entergy

3 of 3

Attic Insulation and Air Infiltration reeducation rebate form

Home performance with ENERGY STAR



EnergySmart
A New Orleans Program

Home performance with ENERGY STAR®

Attic insulation and air infiltration reduction rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Please fill out completely. All information is required.

Account and customer information

Customer name (Account holder on record)

Account number

Meter number

Customer address:

City:

State: ZIP:

Customer contact information

Customer email address:

Customer phone number:

Type of residence

☐ Single family
☐ Own
☐ Rent *(Please provide landlord's name and contact information on the next page. Thank you.)*
☐ Other _____

How is the residence primarily heated and cooled?

Heating:
☐ Electric resistance heated (Furnace, baseboard, etc.)
☐ Heat pump system (Air source, mini-split, etc.)
☐ Gas heated

Cooling:
☐ Air conditioned (central or room A/C)
☐ No air conditioning

Approximate age of the hvac system:

Payment information

Choose one:

☐ Send rebate check to me.
☐ I authorize direct payment of the rebate in the amount of $_____ to the trade ally specified in this document and recognize that I have received the equivalent value of this amount through services provided.

Signature

Date:

Relationship to account holder:

Please attach copies of dated invoices for the work including installation and materials costs.

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

1 of 3

EnergySmart
A New Orleans Program

Home performance with ENERGY STAR®

Attic insulation and air infiltration reduction rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Attic insulation (For trade ally use only)

Total insulation cost: Total insulation sq. ft:

Starting R value: (R8 or less)

Final R value: (R38 or more)

Service date:

Starting R value	$ Rebate per sq. ft. (per heating fuel type)		
	Gas-heated	Heat pump	Electric strip or furnace
R-0 to R-4	$0.30 per sq. ft.	$0.30 per sq. ft.	$0.45 per sq. ft.
R-5 to R-8	$0.15 per sq. ft.	$0.20 per sq. ft.	$0.22 per sq. ft.

Total rebate amount: _____ X _____ = _____
Insulation sq. ft. X Rebate per sq. ft.

Air infiltration and reduction*

Total air sealing cost

Number of stories: ☐ 1 ☐ 2 ☐ 3

Home shielding (pick one): ☐ Normal ☐ Wall ☐ Exposed

**20% CFM50 reduction required for eligibility*

Starting CFM50 Final improved CFM50 CFM50 reduction*

	$ Rebate per sq. ft. (per heating fuel type)			
	Gas-heated	Heat pump	Electric strip or furnace	Electric strip or furnace (No A/C)
3000 per CFM50	$0.25 per CFM50	$0.25 per CFM50	$0.25 per CFM50	Not eligible

Total rebate amount: _____ X _____ = _____
CFM50 reduction X Rebate per CFM50 reduction

Trade ally company name: (please print)

Trade ally mailing address: City: State: ZIP:

Primary contact person: Contact person email: Contact person phone:

By signing below, I, the trade ally, confirm I performed (or have confirmed that a participating Energy Consultant has conducted) passing Duct Blaster Tests according to BPI, HERS or other nationally recognized standards where appropriate, before beginning any work and after any work was completed. I must include the results of the above tests with this rebate form for quality assurance purposes.

Trade ally signature: Date:

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

2 of 3

EnergySmart
A New Orleans Program

Home performance with ENERGY STAR®

Attic insulation and air infiltration reduction rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

How did you hear about Energy Smart?

☐ Bill insert ☐ Door-to-door canvassing ☐ Email ☐ Event ☐ Friends/family ☐ Mailer
☐ Search engine ☐ Social media ☐ Calling campaign ☐ Utility website ☐ Other _____

Terms and conditions

Rebate offer:
Rebate application must be submitted within 45 days of service. Must submit one rebate application form per unit. Service must be performed between January 1, 2024, and December 31, 2024. Work must be completed by a participating trade ally. Applicant must be an Entergy New Orleans, LLC. residential customer. It is the responsibility of the customer to ensure that all requirements for the rebate are met.

Participation requirements:
Failure to provide any of the required information will prevent processing of your application. The dated sales receipt must match the date of service listed on the rebate program procedures. Requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate. Please allow up to 4-6 weeks from the date all required information is received to process your rebate.

Inspection:
Program reserves the right to conduct pre-inspection or post-inspection of proposed and completed projects. This inspection will be scheduled with the applicant.

Liability:
Entergy New Orleans, LLC. or their parents, subsidiaries, employees, affiliates and agents assumes no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating trade ally.

Customer satisfaction survey:
I understand that I may be contacted by Energy Smart to complete a survey or questionnaire to provide feedback on my satisfaction with the program.

Please send this application along with required documents to:

Energy Smart
4206 Elysian Fields Ave. Ste. B
New Orleans, LA 70122

Phone: **504-229-6868**
Email: **residentialapps@energysmartnola.com**

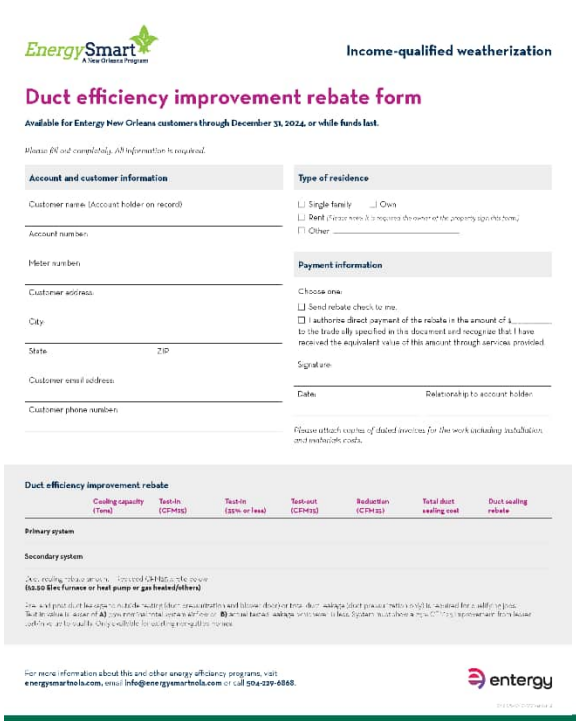
Rebate form must be submitted within 45 days of service. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last.

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy

3 of 3

Income-qualified weatherization



EnergySmart A New Orleans Program

Income-qualified weatherization

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

Please fill out completely. All information is required.

Account and customer information

Customer name (Account holder on record)

Account number

Meter number

Customer address

City

State ZIP

Customer email address

Customer phone number

Type of residence

☐ Single family ☐ Own

☐ Rent *(Please note: It is required the owner of the property sign this form.)*

☐ Other: _____

Payment information

Choose one:

☐ Send rebate check to me.

☐ I authorize direct payment of the rebate in the amount of $_____ to the trade ally specified in this document and recognize that I have received the equivalent value of this amount through services provided.

Signature

Date Relationship to account holder

Please attach copies of dated invoices for the work including installation and materials costs.

Duct efficiency improvement rebate

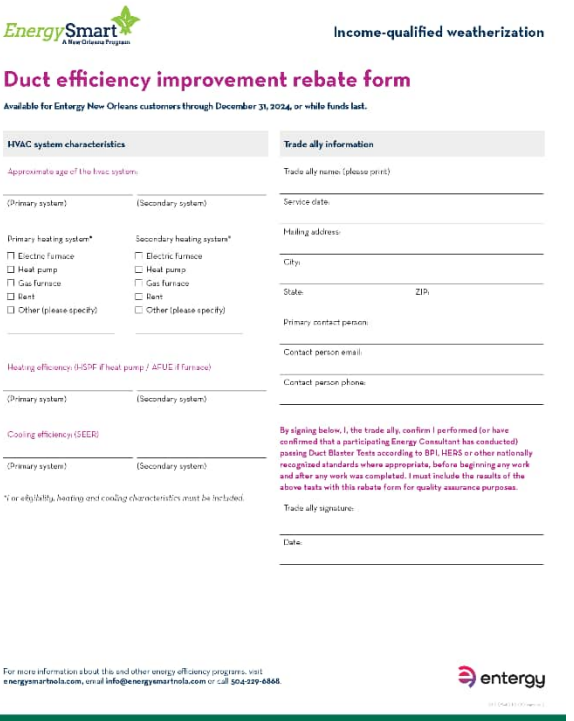
	Cooling capacity (Tons)	Test-in (CFM25)	Test-in (25% or less)	Test-out (CFM25)	Reduction (CFM25)	Total duct sealing cost	Duct sealing rebate
Primary system							
Secondary system							

Any cooling rebate amount ... required CFM25 reduction
(53.33 Elec furnace or heat pump or gas heated/others)

The total post duct leakage to outside reading (duct pressurization and blower door test duct leakage (post project metrics) will be required for qualifying jobs.
Test-in value is lesser of **A)** 25% of the total system airflow or **B)** actual tested leakage with value 1 or less. System must show a min 25% improvement from lesser value to be qualify. Only eligible for existing non-gas homes.

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy



EnergySmart A New Orleans Program

Income-qualified weatherization

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

HVAC system characteristics

Approximate age of the hvac system:

(Primary system) (Secondary system)

Primary heating system*
☐ Electric furnace
☐ Heat pump
☐ Gas furnace
☐ Rent
☐ Other (please specify)

Secondary heating system*
☐ Electric furnace
☐ Heat pump
☐ Gas furnace
☐ Rent
☐ Other (please specify)

Heating efficiency (HSPF if heat pump / AFUE if furnace)

(Primary system) (Secondary system)

Cooling efficiency (SEER)

(Primary system) (Secondary system)

*For eligibility, heating and cooling characteristics must be included.

Trade ally information

Trade ally name (please print)

Service date:

Mailing address:

City:

State: ZIP:

Primary contact person:

Contact person email:

Contact person phone:

By signing below, I, the trade ally, confirm I performed (or have confirmed that a participating Energy Consultant has conducted) passing Duct Blaster Tests according to BPI, HERS or other nationally recognized standards where appropriate, before beginning any work and after any work was completed. I must include the results of the above tests with this rebate form for quality assurance purposes.

Trade ally signature:

Date:

For more information about this and other energy efficiency programs, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

entergy



EnergySmart A New Orleans Program

Income-qualified weatherization

Duct efficiency improvement rebate form

Available for Entergy New Orleans customers through December 31, 2024, or while funds last.

How did you hear about Energy Smart?

☐ Bill insert ☐ Door-to-door canvassing ☐ Email ☐ Event ☐ Friends/family ☐ Mailer
☐ Search engine ☐ Social media ☐ Calling campaign ☐ Utility website ☐ Other _____

Terms and conditions

Rebate offer:
Rebate application must be submitted within 45 days of service. Must submit one rebate application form per unit. Service must be performed between January 1, 2024, and December 31, 2024. Work must be completed by a participating trade ally. Applicant must be an Entergy New Orleans, LLC residential customer. It is the responsibility of the customer to ensure that all requirements for the rebate are met.

Participation requirements:
Failure to provide any of the required information will prevent processing of your application. The dated sales receipt must match the date of service listed on the rebate program procedures. Requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate. Please allow up to 4-6 weeks from the date all required information is received to process your rebate.

Inspection:
Program reserves the right to conduct pre-inspection or post-inspection of proposed and completed projects. This inspection will be scheduled with the applicant.

Liability:
Entergy New Orleans, LLC, or their parents, subsidiaries, employees, affiliates and agents assumes no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating trade ally.

Customer satisfaction survey:
I understand that I may be contacted by Energy Smart to complete a survey or questionnaire to provide feedback on my satisfaction with the program.

Please send this application along with required documents to:

Energy Smart
4298 Elysian Fields Ave. Ste. B
New Orleans, LA 70122

Phone: 504-229-6868
Email: residentialapps@energysmartnola.com

Rebate form must be submitted within 45 days of service. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last.

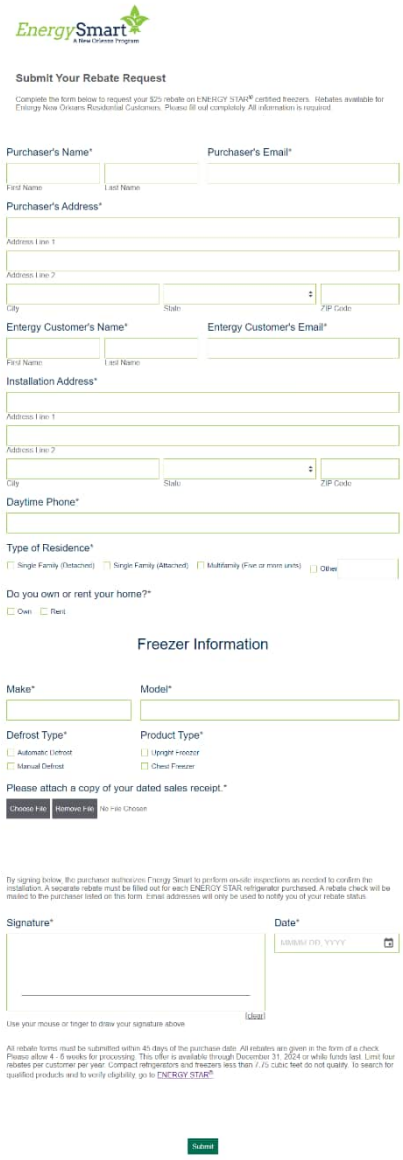
For more information about this and other energy efficiency programs, visit **energysmartnola.com**, e-mail **info@energysmartnola.com** or call **504-229-6868**.

entergy

Energy Smart is a program developed and delivered by Entergy New Orleans, LLC and CLEAResult Consulting Inc. ©2024 Entergy New Orleans, LLC and CLEAResult Consulting Inc. All rights reserved.

Product purchase rebate forms

Freezers



EnergySmart
A New Orleans Program

Submit Your Rebate Request

Complete the form below to request your $25 rebate on ENERGY STAR® certified freezers. Rebates available for Entergy New Orleans Residential Customers. Please fill out completely. All information is required.

Purchaser's Name*
First Name
Last Name
Purchaser's Email*
Purchaser's Address*
Address Line 1
Address Line 2
City
State
ZIP Code
Entergy Customer's Name*
First Name
Last Name
Entergy Customer's Email*
Installation Address*
Address Line 1
Address Line 2
City
State
ZIP Code
Daytime Phone*
Type of Residence*
Single Family (Detached) Single Family (Attached) Multifamily (Five or more units) Other
Do you own or rent your home?*
Own Rent

Freezer Information

Make*
Model*
Defrost Type*
Automatic Defrost
Manual Defrost
Product Type*
Upright Freezer
Chest Freezer
Please attach a copy of your dated sales receipt.*
Choose File Remove File No File Chosen

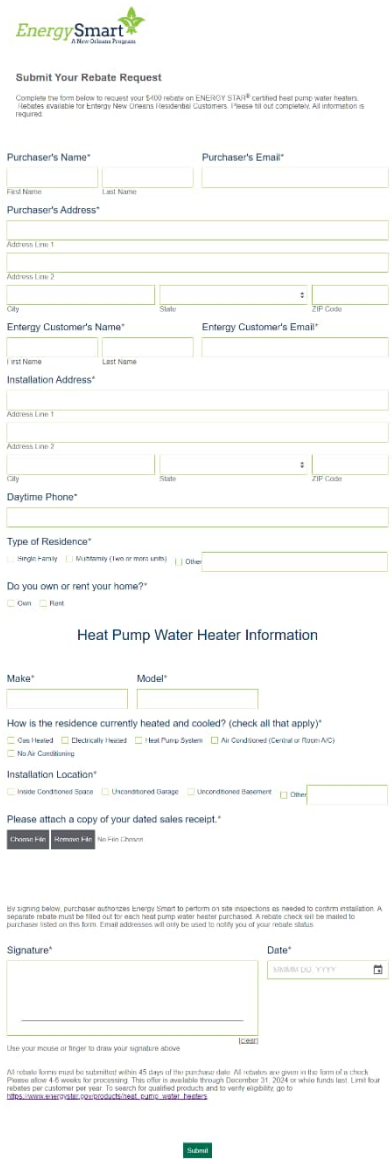
By signing below, the purchaser authorizes Energy Smart to perform on-site inspections as needed to confirm the installation. A separate rebate must be filled out for each ENERGY STAR refrigerator purchased. A rebate check will be mailed to the purchaser listed on this form. Email addresses will only be used to notify you of your rebate status.

Signature*
Clear
Use your mouse or finger to draw your signature above
Date*
MMM DD, YYYY

All rebate forms must be submitted within 45 days of the purchase date. All rebates are given in the form of a check. Please allow 4 - 6 weeks for processing. This offer is available through December 31, 2024 or while funds last. Limit four rebates per customer per year. Compact refrigerators and freezers less than 7.75 cubic feet do not qualify. To search for qualified products and to verify eligibility, go to ENERGY STAR®

Submit

Heat pump water heater



EnergySmart
A New Orleans Program

Submit Your Rebate Request

Complete the form below to request your $400 rebate on ENERGY STAR® certified heat pump water heaters. Rebates available for Entergy New Orleans Residential Customers. Please fill out completely. All information is required.

Purchaser's Name* | Purchaser's Email*

First Name | Last Name

Purchaser's Address*

Address Line 1

Address Line 2

City | State | ZIP Code

Entergy Customer's Name* | Entergy Customer's Email*

First Name | Last Name

Installation Address*

Address Line 1

Address Line 2

City | State | ZIP Code

Daytime Phone*

Type of Residence*

Single Family | Multifamily (Two or more units) | Other

Do you own or rent your home?*

Own | Rent

Heat Pump Water Heater Information

Make* | Model*

How is the residence currently heated and cooled? (check all that apply)*

Gas Heated | Electrically Heated | Heat Pump System | Air Conditioned (Central or Room A/C) | No Air Conditioning

Installation Location*

Inside Conditioned Space | Unconditioned Garage | Unconditioned Basement | Other

Please attach a copy of your dated sales receipt.*

Choose File | Remove File | No File Chosen

By signing below, purchaser authorizes Energy Smart to perform on site inspections as needed to confirm installation. A separate rebate must be filled out for each heat pump water heater purchased. A rebate check will be mailed to purchaser listed on this form. Email addresses will only be used to notify you of your rebate status.

Signature^ | Date*

MM/DD/YYYY

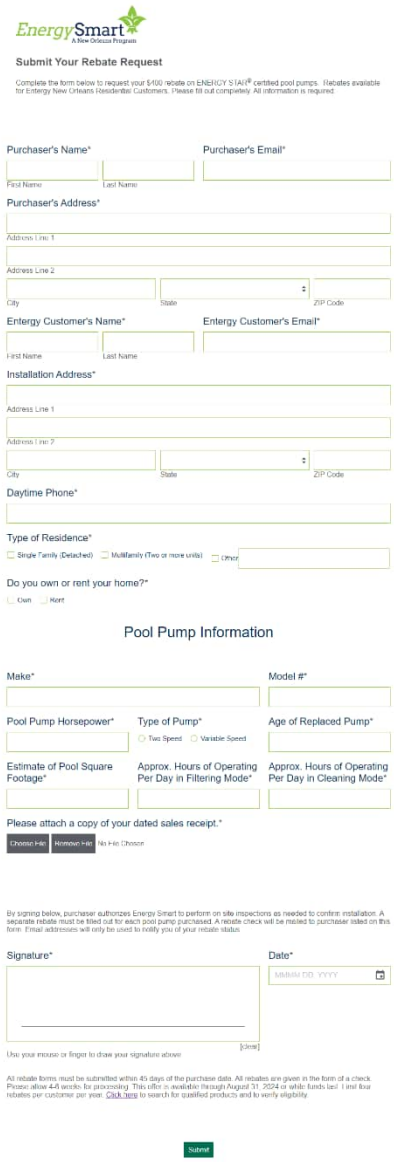
Clear

Use your mouse or finger to draw your signature above

All rebate forms must be submitted within 45 days of the purchase date. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024 or while funds last. Limit four rebates per customer per year. To search for qualified products and to verify eligibility, go to https://www.energystar.gov/products/heat_pumps_water_heaters.

Submit

Pool pump



EnergySmart
A New Orleans Program

Submit Your Rebate Request

Complete the form below to request your $400 rebate on ENERGY STAR® certified pool pumps. Rebates available for Entergy New Orleans Residential Customers. Please fill out completely. All information is required.

Purchaser's Name* — First Name, Last Name
Purchaser's Email*
Purchaser's Address* — Address Line 1, Address Line 2, City, State, ZIP Code
Entergy Customer's Name* — First Name, Last Name
Entergy Customer's Email*
Installation Address* — Address Line 1, Address Line 2, City, State, ZIP Code
Daytime Phone*
Type of Residence* — Single Family (Detached), Multifamily (Two or more units), Other
Do you own or rent your home?* — Own, Rent

Pool Pump Information

Make*
Model #*
Pool Pump Horsepower*
Type of Pump* — Two Speed, Variable Speed
Age of Replaced Pump*
Estimate of Pool Square Footage*
Approx. Hours of Operating Per Day in Filtering Mode*
Approx. Hours of Operating Per Day in Cleaning Mode*
Please attach a copy of your dated sales receipt.* — Choose File, Remove File, No File Chosen

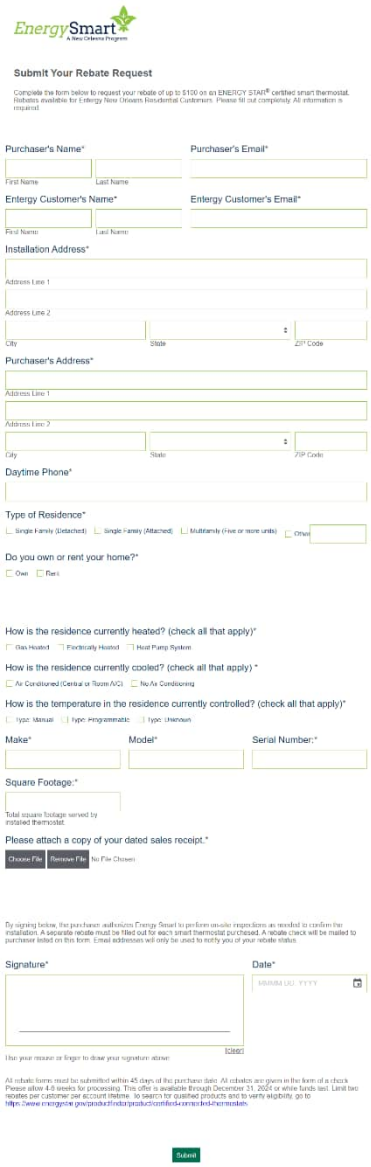
By signing below, purchaser authorizes Energy Smart to perform on site inspections as needed to confirm installation. A separate rebate must be filled out for each pool pump purchased. A rebate check will be mailed to purchaser listed on this form. Email addresses will only be used to notify you of your rebate status.

Signature*
Date* — MM/DD/YYYY
[clear]
Use your mouse or finger to draw your signature above

All rebate forms must be submitted within 45 days of the purchase date. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through August 31, 2024 or while funds last. Limit four rebates per customer per year. Click here to search for qualified products and to verify eligibility.

Submit

Refrigerator



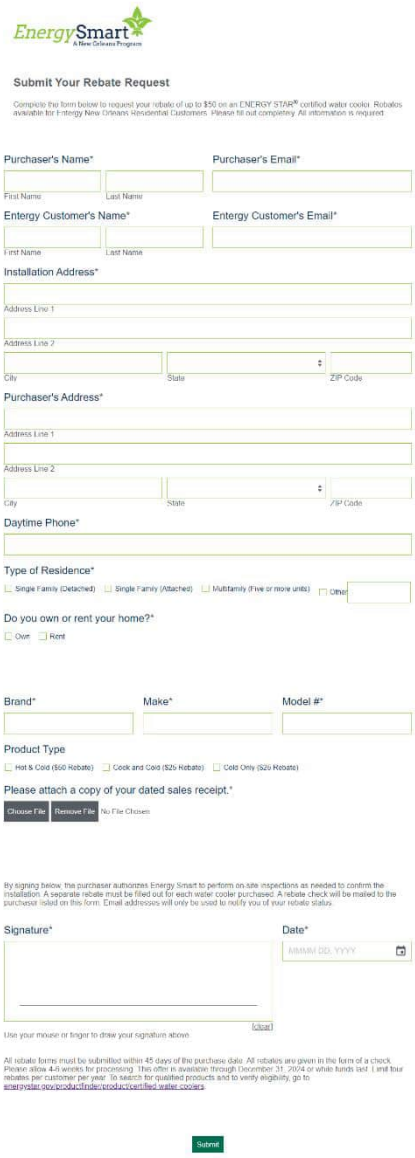
EnergySmart
A New Orleans Program

Submit Your Rebate Request

Complete the form below to request your rebate of up to $100 on an ENERGY STAR® certified smart thermostat. Rebates available for Entergy New Orleans Residential Customers. Please fill out completely. All information is required.

Purchaser's Name*
First Name
Last Name
Purchaser's Email*
Entergy Customer's Name*
First Name
Last Name
Entergy Customer's Email*
Installation Address*
Address Line 1
Address Line 2
City
State
ZIP Code
Purchaser's Address*
Address Line 1
Address Line 2
City
State
ZIP Code
Daytime Phone*
Type of Residence*
Single Family (Detached) Single Family (Attached) Multifamily (Five or more units) Other
Do you own or rent your home?*
Own Rent
How is the residence currently heated? (check all that apply)*
Gas Heated Electrically Heated Heat Pump System
How is the residence currently cooled? (check all that apply) *
Air Conditioned (Central or Room A/C) No Air Conditioning
How is the temperature in the residence currently controlled? (check all that apply)*
Type: Manual Type: Programmable Type: Unknown
Make*
Model*
Serial Number:*
Square Footage:*
Total square footage served by installed thermostat.
Please attach a copy of your dated sales receipt.*
Choose File Remove File No File Chosen
By signing below, the purchaser authorizes Energy Smart to perform on-site inspections as needed to confirm the installation. A separate rebate must be filled out for each smart thermostat purchased. A rebate check will be mailed to purchaser listed on this form. Email addresses will only be used to notify you of your rebate status.
Signature*
Date*
MM/DD/YYYY
Clear
Use your mouse or finger to draw your signature above.
All rebate forms must be submitted within 45 days of the purchase date. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024 or while funds last. Limit two rebates per customer per account lifetime. To search for qualified products and to verify eligibility, go to https://www.energystar.gov/productfinder/product/certified-connected-thermostats.
Submit

Water cooler



EnergySmart
A More Delaware Program

Submit Your Rebate Request

Complete the form below to request your rebate of up to $50 on an ENERGY STAR® certified water cooler. Rebates available for Entergy New Orleans Residential Customers. Please fill out completely. All information is required.

Purchaser's Name*
First Name Last Name

Purchaser's Email*

Entergy Customer's Name*
First Name Last Name

Entergy Customer's Email*

Installation Address*
Address Line 1
Address Line 2
City State ZIP Code

Purchaser's Address*
Address Line 1
Address Line 2
City State ZIP Code

Daytime Phone*

Type of Residence*
Single Family (Detached) Single Family (Attached) Multifamily (Five or more units) Other

Do you own or rent your home?*
Own Rent

Brand* Make* Model #*

Product Type
Hot & Cold ($50 Rebate) Cook and Cold ($25 Rebate) Cold Only ($25 Rebate)

Please attach a copy of your dated sales receipt.*
Choose File Remove File No File Chosen

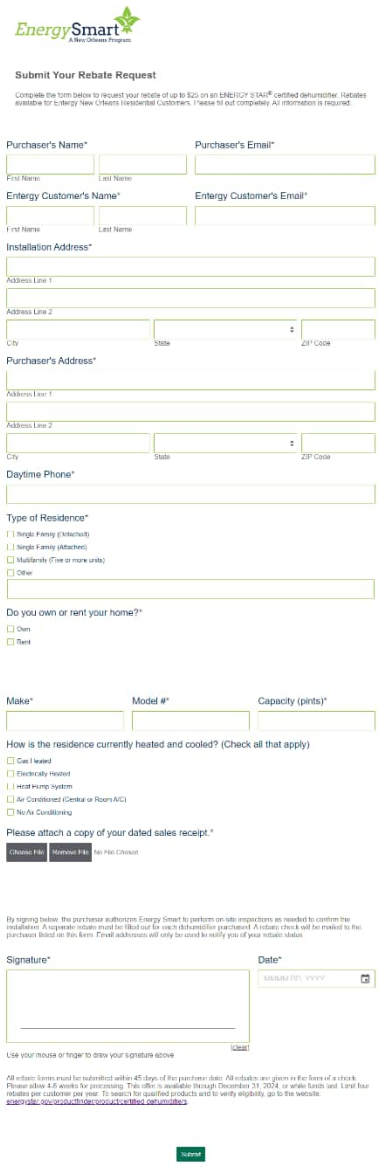
By signing below, the purchaser authorizes Energy Smart to perform on-site inspections as needed to confirm the installation. A separate rebate must be filled out for each water cooler purchased. A rebate check will be mailed to the purchaser listed on this form. Email addresses will only be used to notify you of your rebate status.

Signature* Date*
MMMM DD, YYYY
Clear
Use your mouse or finger to draw your signature above.

All rebate forms must be submitted within 45 days of the purchase date. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024 or while funds last. Limit four rebates per customer per year. To search for qualified products and to verify eligibility, go to energystar.gov/productfinder/product/certified-water-coolers.

Submit

Window Air Conditioner



EnergySmart
A New Orleans Program

Submit Your Rebate Request

Complete the form below to request your rebate of up to $25 on an ENERGY STAR® certified dehumidifier. Rebates available for Entergy New Orleans residential customers. Please fill out completely. All information is required.

Purchaser's Name*
First Name
Last Name
Purchaser's Email*

Entergy Customer's Name*
First Name
Last Name
Entergy Customer's Email*

Installation Address*
Address Line 1
Address Line 2
City
State
ZIP Code

Purchaser's Address*
Address Line 1
Address Line 2
City
State
ZIP Code

Daytime Phone*

Type of Residence*
[ ] Single Family (Detached)
[ ] Single Family (Attached)
[ ] Multifamily (Five or more units)
[ ] Other

Do you own or rent your home?*
[ ] Own
[ ] Rent

Make*
Model #*
Capacity (pints)*

How is the residence currently heated and cooled? (Check all that apply)
[ ] Gas Heated
[ ] Electrically Heated
[ ] Heat Pump System
[ ] Air Conditioned (Central or Room A/C)
[ ] No Air Conditioning

Please attach a copy of your dated sales receipt.*
Choose File | Remove File | No File Chosen

By signing below, the purchaser authorizes Energy Smart to perform on-site inspections as needed to confirm the installation. A separate rebate must be filled out for each dehumidifier purchased. A rebate check will be mailed to the purchaser listed on this form. Email addresses will only be used to notify you of your rebate status.

Signature*
Clear
Use your mouse or finger to draw your signature above

Date*
MM/DD/YYYY

All rebate forms must be submitted within 45 days of the purchase date. All rebates are given in the form of a check. Please allow 4-6 weeks for processing. This offer is available through December 31, 2024, or while funds last. Limit four rebates per customer per year. To search for qualified products and to verify eligibility, go to the website: energystar.gov/productfinder/product/certified-dehumidifiers.

Submit

Customer Satisfaction Surveys

Home Performance with ENERGY STAR® Satisfaction Survey



EnergySmart
A New Orleans Program

Hi Energy Smart Customer,

Thank you for participating in the Home Performance with ENERGY STAR® offering. Energy Smart would like your feedback regarding your installation and customer service experience. Simply click here or on the button below to complete a brief survey.

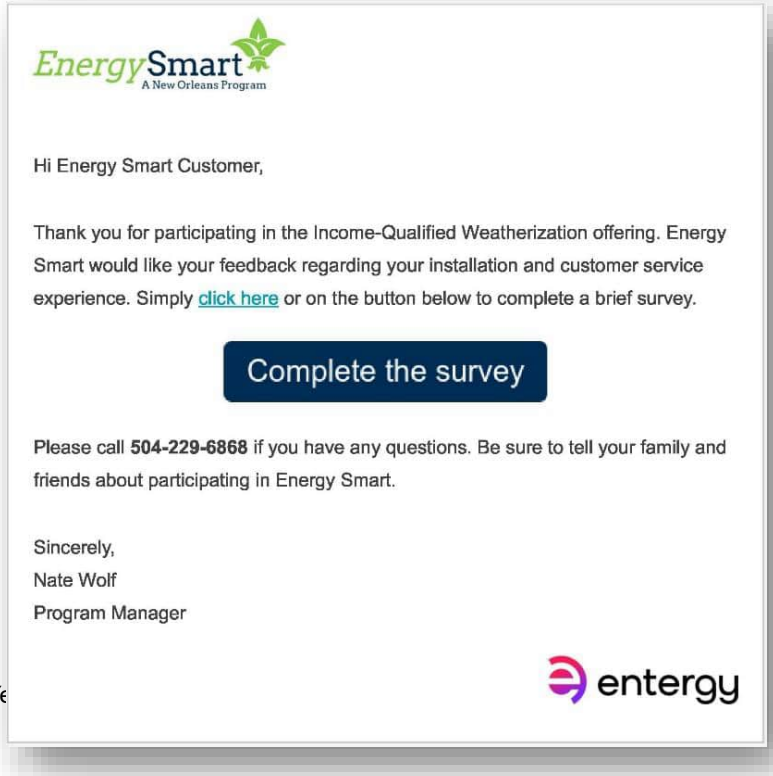
Complete the survey

Please call **504-229-6868** if you have any questions. Be sure to tell your family and friends about participating in Energy Smart.

Sincerely,
Nate Wolf
Program Manager

entergy

Income-Qualified Weatherization Satisfaction Survey



EnergySmart
A New Orleans Program

Hi Energy Smart Customer,

Thank you for participating in the Income-Qualified Weatherization offering. Energy Smart would like your feedback regarding your installation and customer service experience. Simply click here or on the button below to complete a brief survey.

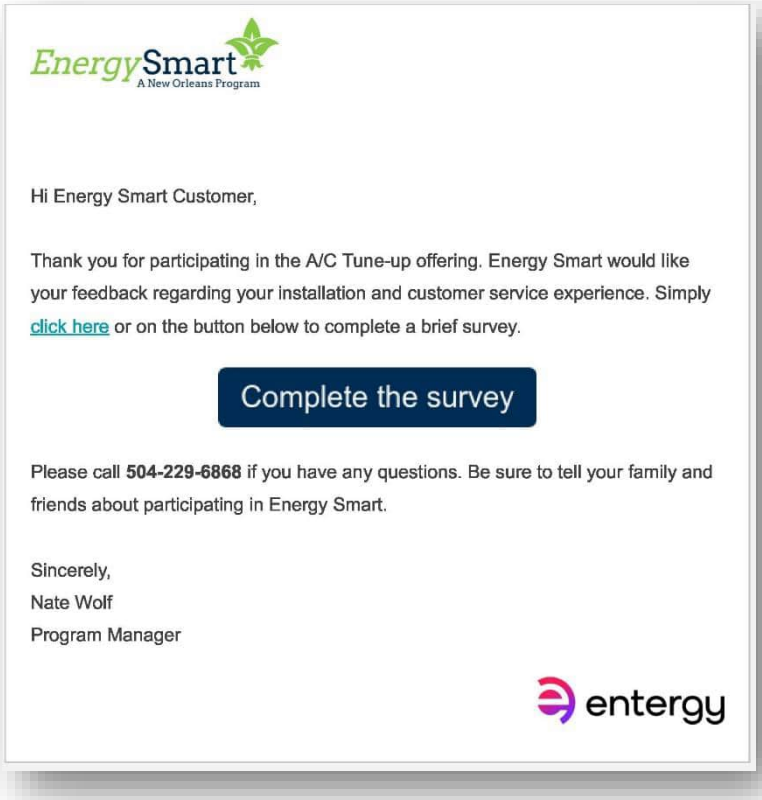
Complete the survey

Please call **504-229-6868** if you have any questions. Be sure to tell your family and friends about participating in Energy Smart.

Sincerely,
Nate Wolf
Program Manager

entergy

A/C Tune-Up Satisfaction Survey



EnergySmart
A New Orleans Program

Hi Energy Smart Customer,

Thank you for participating in the A/C Tune-up offering. Energy Smart would like your feedback regarding your installation and customer service experience. Simply click here or on the button below to complete a brief survey.

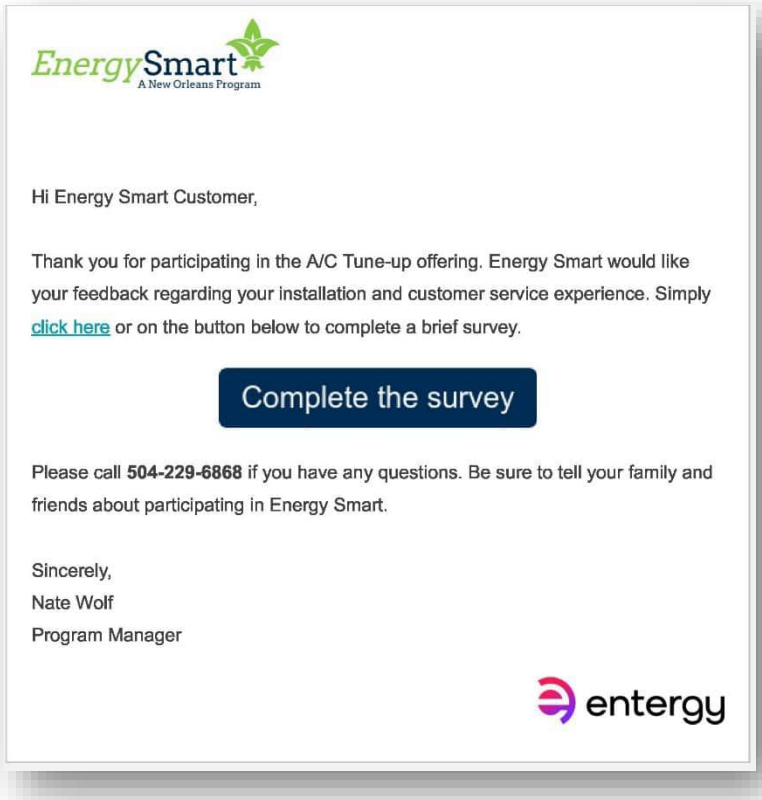
Complete the survey

Please call **504-229-6868** if you have any questions. Be sure to tell your family and friends about participating in Energy Smart.

Sincerely,
Nate Wolf
Program Manager

entergy

Energy Smart Online Marketplace Satisfaction Survey



EnergySmart
A New Orleans Program

Hi Energy Smart Customer,

Thank you for participating in the A/C Tune-up offering. Energy Smart would like your feedback regarding your installation and customer service experience. Simply click here or on the button below to complete a brief survey.

Complete the survey

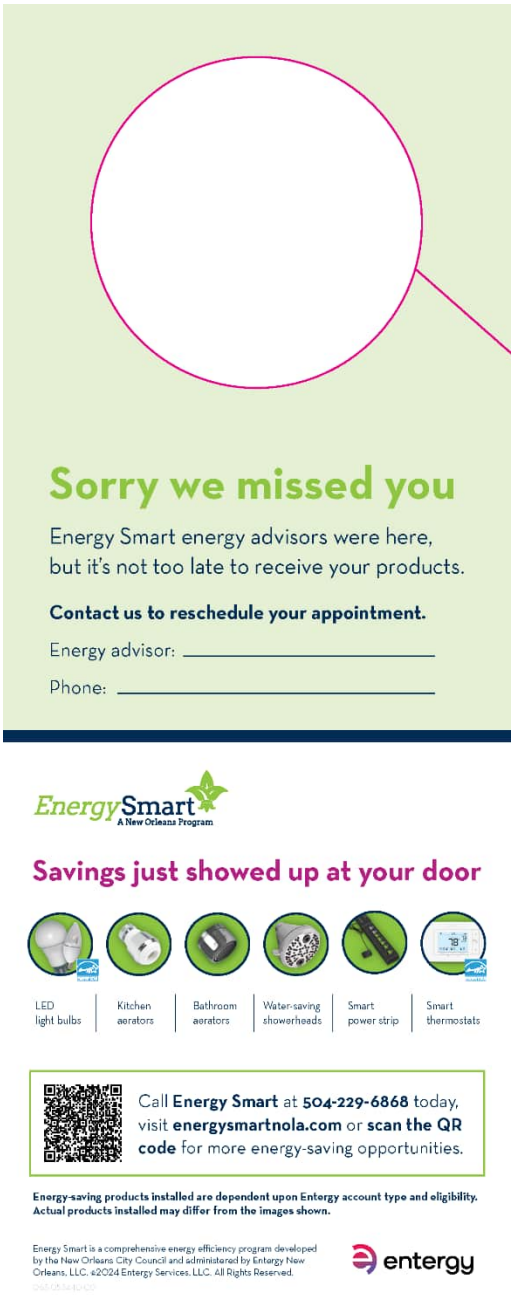
Please call **504-229-6868** if you have any questions. Be sure to tell your family and friends about participating in Energy Smart.

Sincerely,
Nate Wolf
Program Manager

entergy

Leave behinds

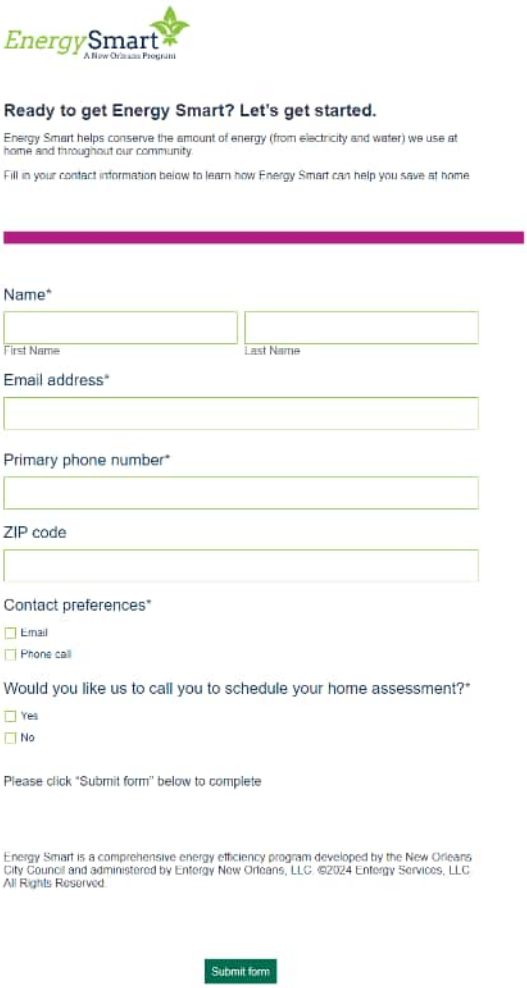
HPwES and IQW Sorry we missed you door hanger



Post assessment leave behind



Event outreach customer inquiry
Request form



EnergySmart
A New Orleans Program

Ready to get Energy Smart? Let's get started.

Energy Smart helps conserve the amount of energy (from electricity and water) we use at home and throughout our community.

Fill in your contact information below to learn how Energy Smart can help you save at home

Name*

First Name

Last Name

Email address*

Primary phone number*

ZIP code

Contact preferences*

- Email
- Phone call

Would you like us to call you to schedule your home assessment?*

- Yes
- No

Please click "Submit form" below to complete

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

Submit form

Follow-up email

EnergySmart
A New Orleans Program

Thank you for joining us today. Let's get started so you can stay cool and save on your energy bill this summer.

Sign up today for Energy Smart's Home Performance with ENERGY STAR® assessment—a no-cost and easy way to make your home more comfortable and energy efficient. This offer is just for select Entergy New Orleans customers, like you.

Click here to schedule online or call **504-229-6868**.

More ways to save at home

- Home appliances: Rebates of up to $500 are available for a variety of ENERGY STAR certified appliances, including air conditioning systems, pool pumps, water coolers, dehumidifiers, freezers and more.
- A/C Tune-Up: Get an instant rebate of up to $150 and improve the cooling output and efficiency of your unit by up to 30%.
- Online marketplace: Shop for discounted energy-efficient products such as smart thermostats, air purifiers, advanced power strips, water-savers and pipe insulation.
- Appliance Recycling: Get $50 and we'll pick up your outdated, working fridge or freezer.
- EasyCool: Earn $50 when you enroll and participate in events with your smart thermostat.

To learn more about Energy Smart and the other energy-saving opportunities, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

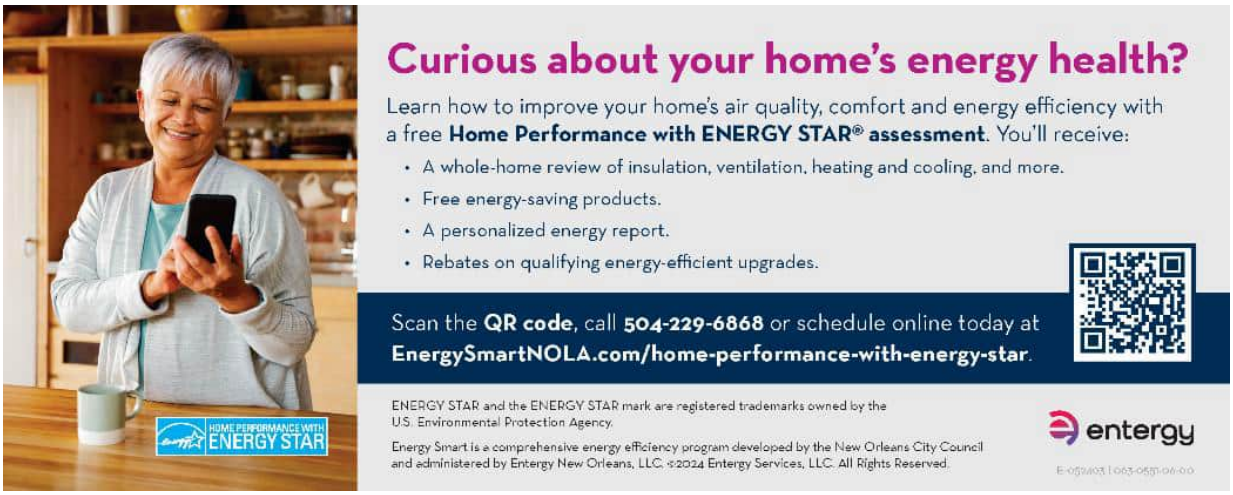
Residential Multi-Offering Campaigns

Email



Bill insert


EnergySmart
A New Orleans Program
Filter particles out. Bring savings in.
Improve indoor air quality and save energy with the Simply Conserve® Tabletop Air Purifier, now 30% off.
• Removes 99.97% of airborne contaminants, including viruses, bacteria, pollen, dust and smoke.
• Features a 3-stage True HEPA H13 filtration system.
• Purifies rooms up to 178 square feet.
Offer valid May 23–June 21, 2024, or while supplies last. Discount automatically applied at checkout. Limit of four (4) air purifiers per residential customer account per year.
ENERGY STAR
Save on this and other efficient home products at shop.EnergySmartNOLA.com or scan this QR code.


Curious about your home's energy health?
Learn how to improve your home's air quality, comfort and energy efficiency with a free Home Performance with ENERGY STAR® assessment. You'll receive:
• A whole-home review of insulation, ventilation, heating and cooling, and more.
• Free energy-saving products.
• A personalized energy report.
• Rebates on qualifying energy-efficient upgrades.
Scan the QR code, call 504-229-6868 or schedule online today at EnergySmartNOLA.com/home-performance-with-energy-star.
HOME PERFORMANCE WITH ENERGY STAR
ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.
Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.
entergy

Preservation in Print Magazine (print and digital publication)

June- November 2024

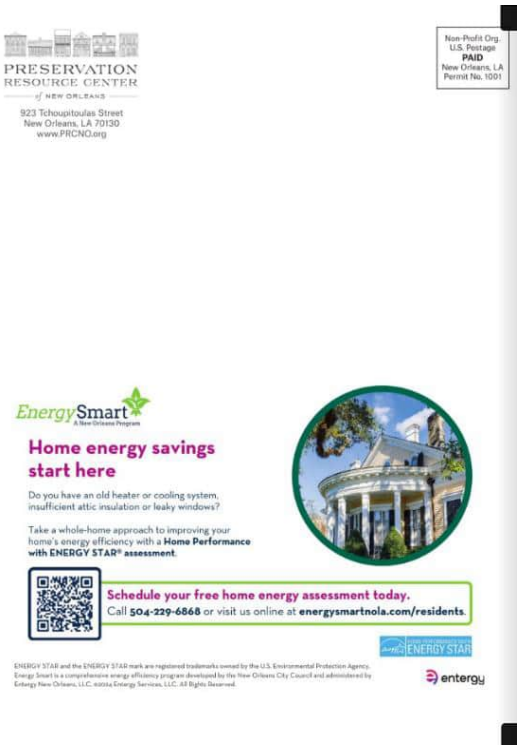
Issue: June/ July 2024 *(Full Page Ad)*



Issue: August/September 2024 *(Half-page ad)*

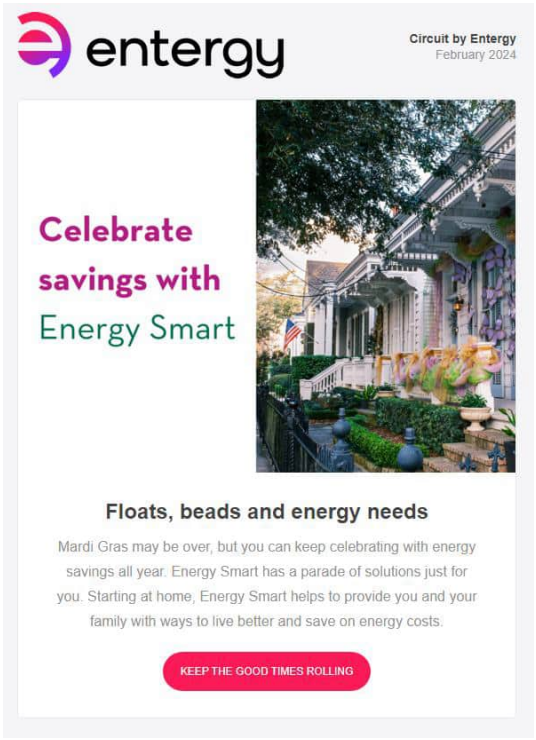


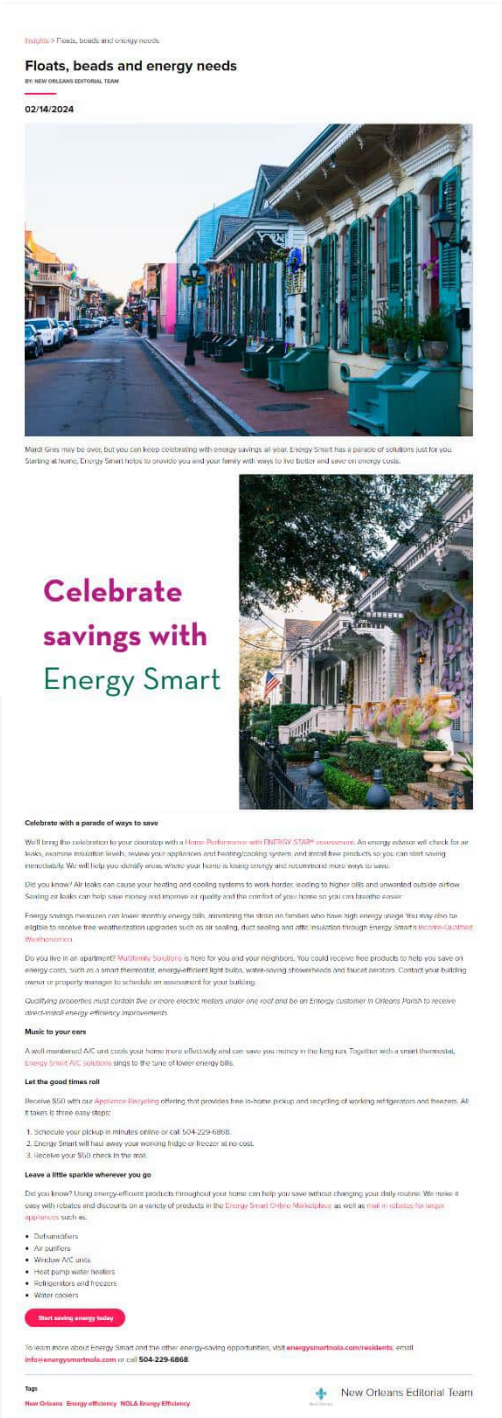
Issue: October/November 2024 *(Half-page ad)*



Monthly Circuit Newsletter and Entergy Newsroom content

February







Insights > Tips and tools

Floats, beads and energy needs

02/14/2024

Mardi Gras may be over, but you can keep celebrating with energy savings all year. Energy Smart has a parade of solutions just for you. Starting at home, Energy Smart helps to provide you and your family with ways to live better and save on energy costs.

Read more

March



Spring checkup for your home

Spring is just around the corner. Energy Smart can help you get your home ready with a home energy assessment.

START YOUR ASSESSMENT TODAY



Insights > Tips and tools

Spring checkup for your home

03/06/2024

Now is the perfect time to refresh your home ahead of peak allergy and humidity season. Energy Smart can help you get your home ready.

Read more

Insights > Spring checkup for your home

Spring checkup for your home

BY: NEW ORLEANS EDITORIAL TEAM

03/06/2024



Spring is just around the corner. Flowers are blooming, and temperatures are rising. Now is the perfect time to refresh your home ahead of peak allergy and humidity season. **Energy Smart can help you get your home ready.** Here are a few reminders that a **Home Performance with ENERGY STAR® assessment** can help your home function better so you can feel your best.

- Windows: Check for excessive moisture or condensation, which could indicate air leaks, poor ventilation, mold or mildew. Fixing air leaks keeps conditioned air inside, can improve air quality and reduce your energy bills.
- Air vents: Check for excessive dust and strange smells. Fresh air circulation is essential for a healthy home. Proper ventilation helps prevent moisture buildup and mold growth.
- Air filters:Check for clogged air filters, which can reduce airflow, making your heating/cooling system work harder.
- Room temperature: Check to see if any rooms in your home feel significantly warmer or cooler than others, which could indicate poor insulation or air leaks in your home. Insulation helps keep your home cool in summer and warm in winter to keep you comfortable all year round.

Schedule your Home Performance with ENERGY STAR® assessment today.

- The assessment is like a health checkup for your home and won't cost you anything.
- Easy to sign up: Call **504-229-6868, or click here to schedule online.**
- An energy advisor will:
  1. Complete a walkthrough of your home and check for air leaks, examine insulation levels, review appliances and heating/cooling system.
  2. Install no-cost energy-efficient products if needed, such as LED bulbs, power strips, water-saving devices and smart thermostats.
  3. Talk through your personalized report at the end of your assessment to help you understand how your home uses energy and make recommendations on ways to be more energy efficient.

Energy Smart also offers rebates to offset the cost of recommendations for weatherization options such as air sealing, duct sealing and attic insulation. Plus, you may qualify to receive these services for free through Energy Smart's **Income-Qualified Weatherization.**

See if you qualify

To learn more about Energy Smart and other energy-saving opportunities, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

April



Insights > Tips and tools

Five ways Energy Smart can help make every day Earth Day

04/08/2024

There are so many ways to improve your health and the environment at the same time — and to celebrate Earth Day (April 22). Now is a great time to get started.

Read more

Insights > Five ways Energy Smart can help make every day Earth Day

Five ways Energy Smart can help make every day Earth Day

BY: NEW ORLEANS EDITORIAL TEAM

04/08/2024



There are so many ways to improve your health and the environment at the same time — and to celebrate Earth Day (April 22). Now is a great time to get started.

Energy-efficient homes consume less electricity, gas and water. By saving energy, we reduce our carbon footprint, preserve natural resources, save money on utility bills and contribute to a healthier planet.

Here are five ways you can make a positive impact on the planet and our beautiful New Orleans community, right from your home:

Visit the Online Marketplace for energy-efficient products

Reduce your carbon footprint, and save money. You'll find everyday savings on products like air purifiers, dehumidifiers, smart thermostats, LED bulbs and advanced power strips.To make a bigger impact, save even more with these Earth Day deals:

- **Lighting:** 30% off Simply Conserve® standard LEDs; offer ends April 24.
- **Power-savers:** 30% off Simply Conserve® advanced power strip; offer ends April 24.
- **Smart thermostats:**
  - Sensi™ and Sensi™ Touch 2 smart thermostat for as low as $.01; offer ends April 24.
  - Google® Nest and Nest Learning Thermostat for as low as $.01; offer ends April 28.
  - Get an additional $30 off all ecobee smart thermostats (ecobee3 lite, Premium, Enhanced); offer ends April 29.
  - "New item" Save up to $155 on Honeywell Home Color 7 Day and T9 smart thermostats; offer ends May 1.

Upgrade to ENERGY STAR® certified appliances

Get rebates ($25-$500) on qualifying appliances, from air conditioners to water coolers, pool pumps and heat pump water heaters.

Get an A/C tune up

Stay cool this summer, and save with a $150 instant rebate. Lower your energy usage, and help your A/C unit last longer.

Schedule a home energy assessment

It's free and a great place to start, especially if you're not sure how your home uses energy. You'll receive a complete overview of your home, installation of energy-efficient products such as LED bulbs, water-savers and power strips, along with personalized recommendations to learn how to start saving immediately.

Charge your EV during off-hours

You can earn $7 or 2,100* miles of free driving per month by charging your vehicle off-peak at least three times per month. (*2,100 free miles based on 3 miles/kWh, at $0.0196/kWh. Actual results will vary.)

Small changes can make a world of difference. Participating in an Energy Smart offering is often an easy and affordable way to make a real impact.

Start saving today. To learn more about Energy Smart and the other energy-saving opportunities, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

Tags

Corporate Electric vehicles Energy efficiency ENERGY STAR Environment

New Orleans Editorial Team

entergy

Circuit by Entergy
April 2024

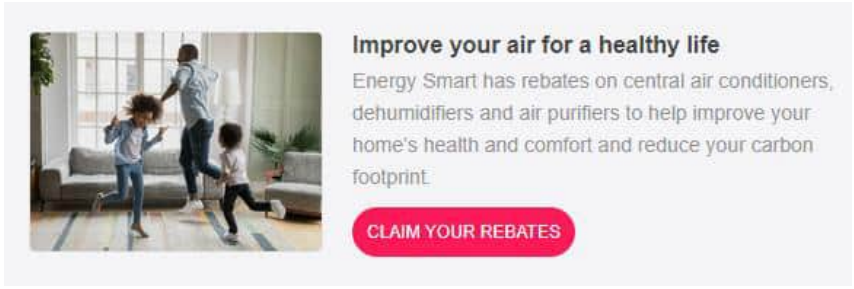


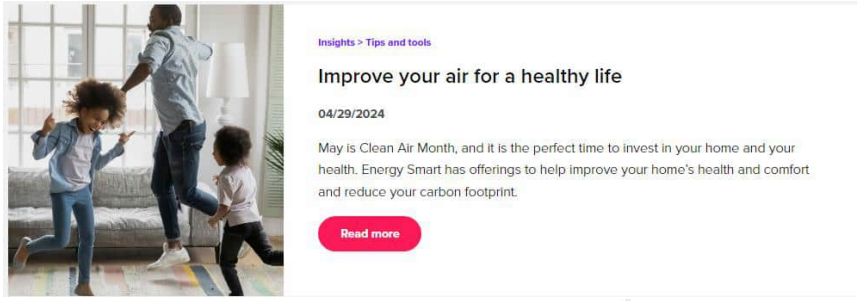
Five ways Energy Smart can help make every day Earth Day

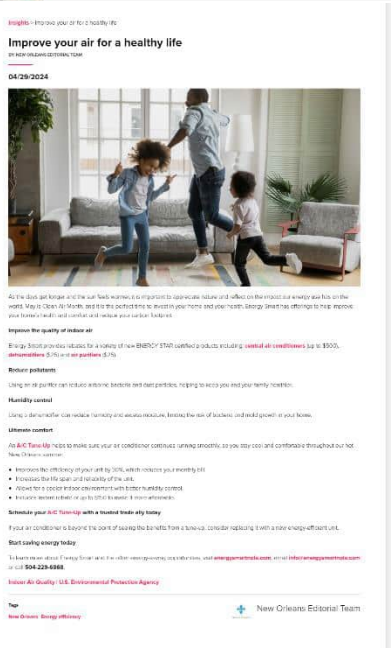
There are so many ways to improve your health and the environment at the same time. Now is a great time to get started. To make a bigger impact, save even more with these Earth Day deals.

FIND AVAILABLE DEALS

May







June: Outdoor/Stay cool summer

Offerings: Rebates (pool pumps, watercoolers) appliance recycling.

Circuit newsletter



Entergy Newsroom



Article content

Insights > Energy Smart helps New Orleans customers stack savings this summer

Energy Smart helps New Orleans customers stack savings this summer

BY: NEW ORLEANS EDITORIAL TEAM

06/03/2024



We know that, as temperatures rise, so can our energy bills. With Energy Smart, you can sign up for free home assessments, earn cash for taking simple actions to reduce energy use and enjoy discounts and rebates on home upgrades and energy-efficient products designed to help you save.

Have you thought about upgrading your home appliances or HVAC equipment?

Consider switching to ENERGY STAR® certified products. They are meant to help you save energy, save money and protect the planet. Many retailers offer promotional discounts on home appliances throughout the summer. If you purchase a qualifying product from any retailer, you can submit an **Energy Smart rebate form** to get even more money back.

Energy Smart provides rebates on a variety of ENERGY STAR certified appliances, including:

- Pool pumps: $400 (limited time only, regularly $300).
- Central air-conditioner units: Up to $500.
- Heat pump water heaters: $400.
- Refrigerators: $50.
- Freezers: $50.
- Window air-conditioner units: $50.
- Water coolers: Up to $50.
- Smart thermostats: Up to $100.
- Air purifiers: $50.
- Dehumidifiers: $25.

Interested in **smart thermostats, air purifiers or dehumidifiers**? Visit the online marketplace, where you'll find additional promotional offers and receive your rebate as an instant discount.

Don't forget you can also **earn $50 with Energy Smart Appliance Recycling**. Schedule an appointment online or call **504-229-6868** to have Energy Smart pick up your old fridge or freezer.

Energy Smart is here to make it easy for you to improve your energy efficiency and reduce your energy costs at home.

Stack your savings

To learn more about Energy Smart and the other energy-saving opportunities, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

Tags

New Orleans Energy efficiency Energy Smart

New Orleans Editorial Team



We know that, as temperatures rise, so can our energy bills. With Energy Smart, you can sign up for free home assessments, earn cash for taking simple actions to reduce energy use and enjoy discounts and rebates on home upgrades and energy-efficient products designed to help you save.

Have you thought about upgrading your home appliances or HVAC equipment?

Consider switching to ENERGY STAR® certified products. They are meant to help you save energy, save money and protect the planet. Many retailers offer promotional discounts on home appliances throughout the summer. If you purchase a qualifying product from any retailer, you can submit an **Energy Smart rebate form** to get even more money back.

Energy Smart provides rebates on a variety of ENERGY STAR certified appliances, including:

- Pool pumps: $400 (limited time only, regularly $300).
- Central air-conditioner units: Up to $500.
- Heat-pump water heaters: $400.
- Refrigerators: $50.
- Freezers: $50.
- Window air-conditioner units: $50.
- Water coolers: Up to $50.
- Smart thermostats: Up to $100.
- Air purifiers: $50.
- Dehumidifiers: $25.

Interested in **smart thermostats, air purifiers or dehumidifiers**? Visit the online marketplace, where you'll find additional promotional offers and receive your rebate as an instant discount.

Don't forget you can also **earn $50 with Energy Smart Appliance Recycling**. Schedule an appointment online or call **504-229-6868** to have Energy Smart pick up your old fridge or freezer.

Energy Smart is here to make it easy for you to improve your energy efficiency and reduce your energy costs at home.

Stack your savings

To learn more about Energy Smart and the other energy-saving opportunities, visit **energysmartnola.com**, email **info@energysmartnola.com** or call **504-229-6868**.

Tags

New Orleans Energy efficiency Energy Smart

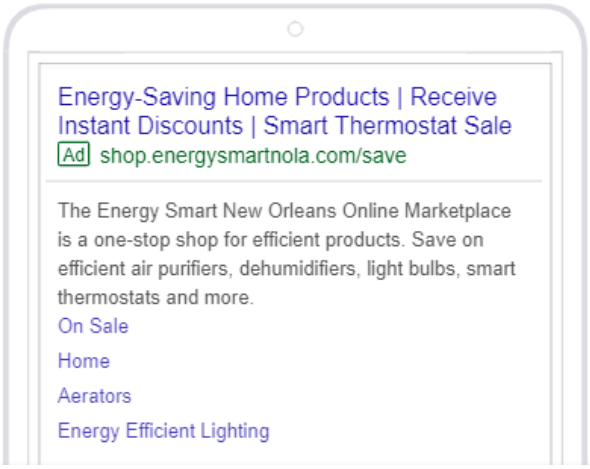
New Orleans Editorial Team

Organic social

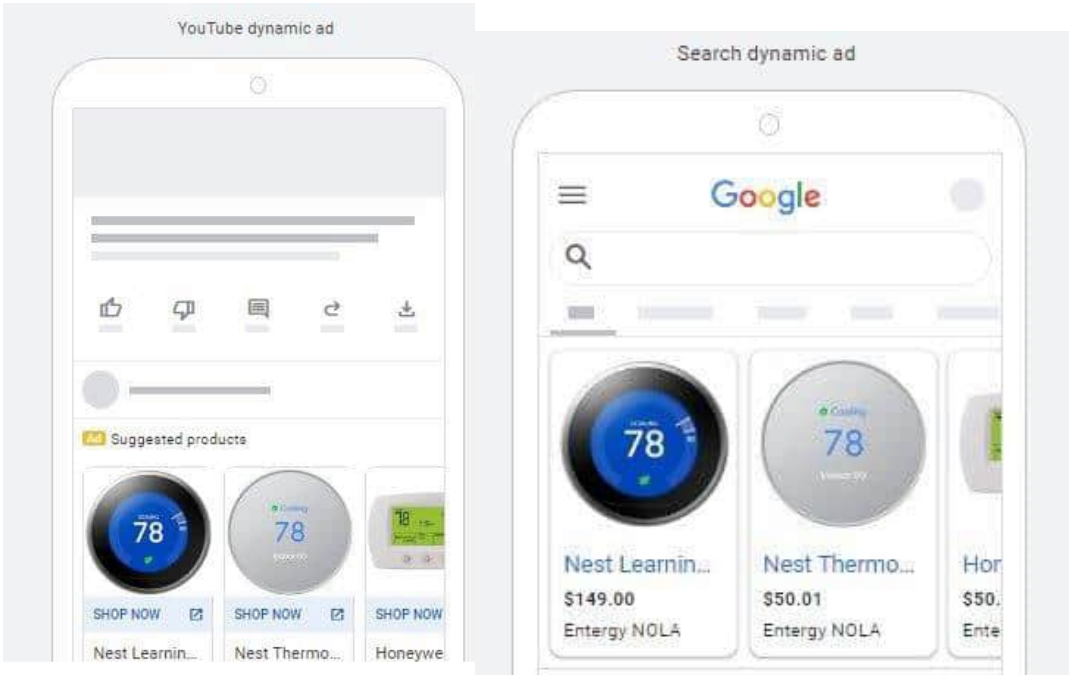


Online marketplace

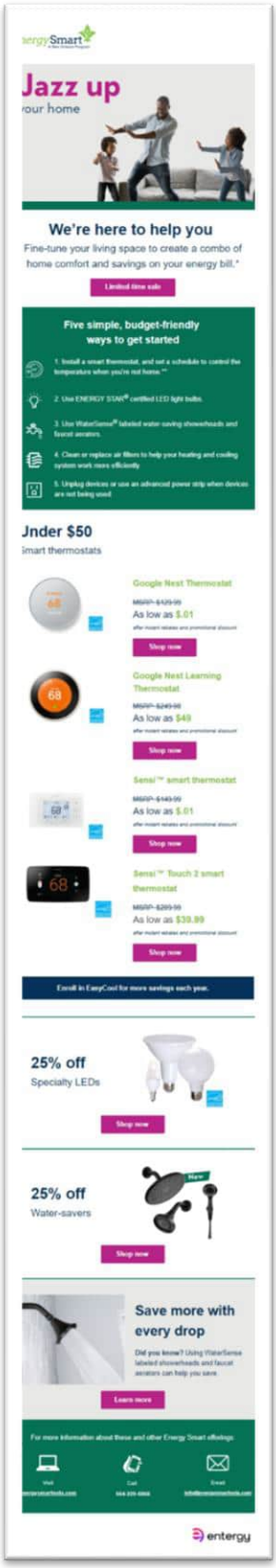
Search ads



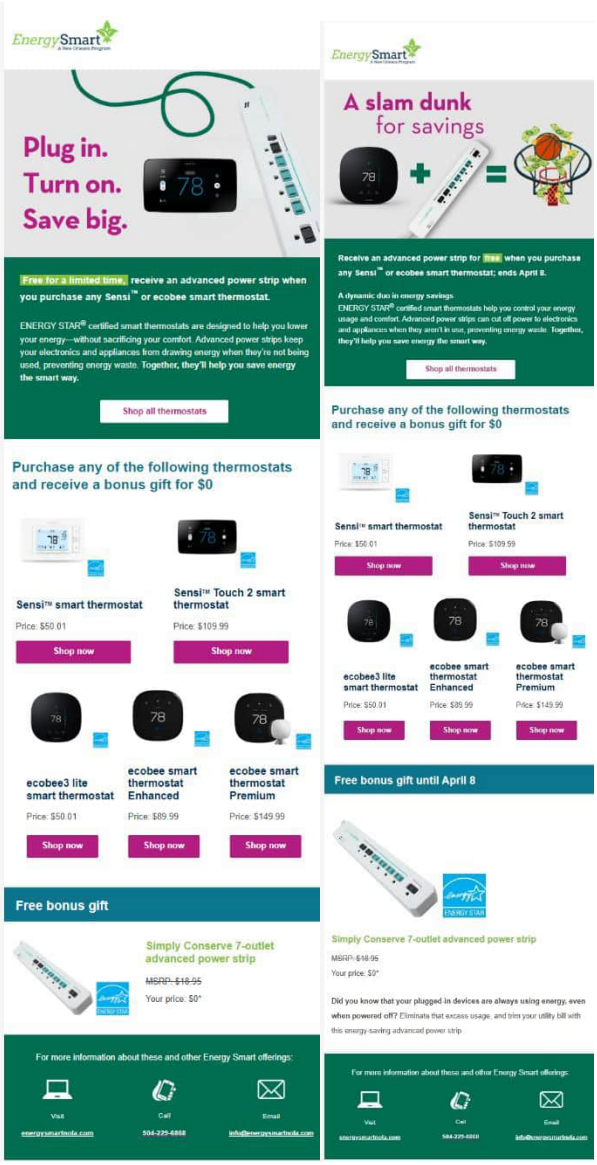
Shopping ads



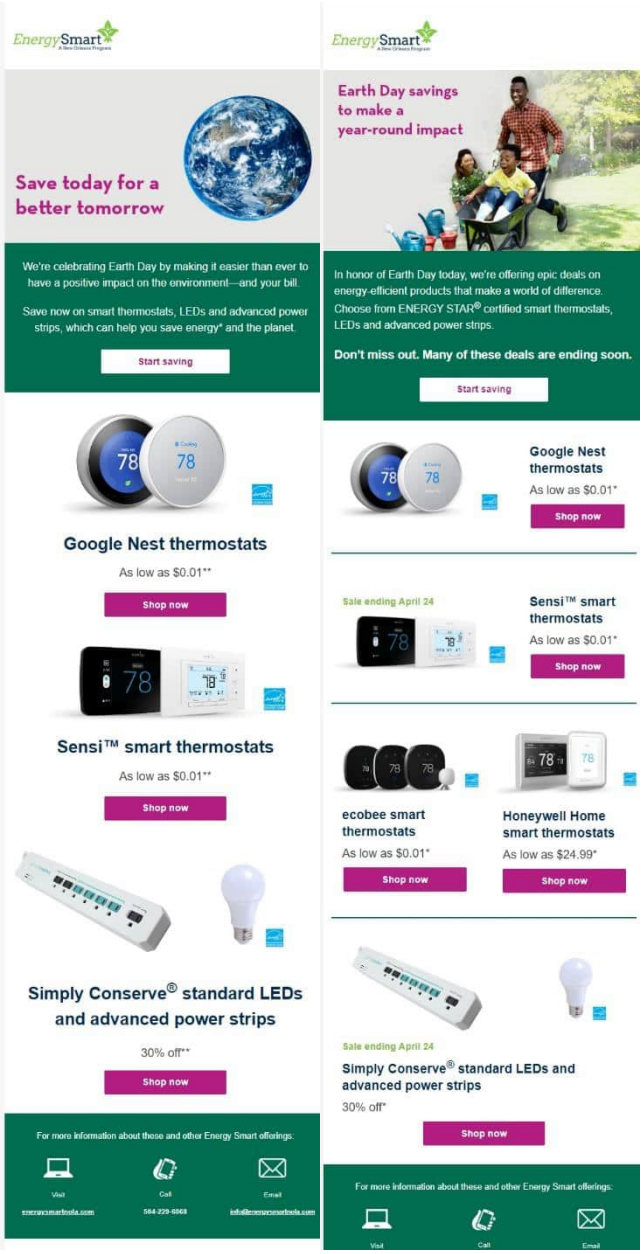
Leap year savings

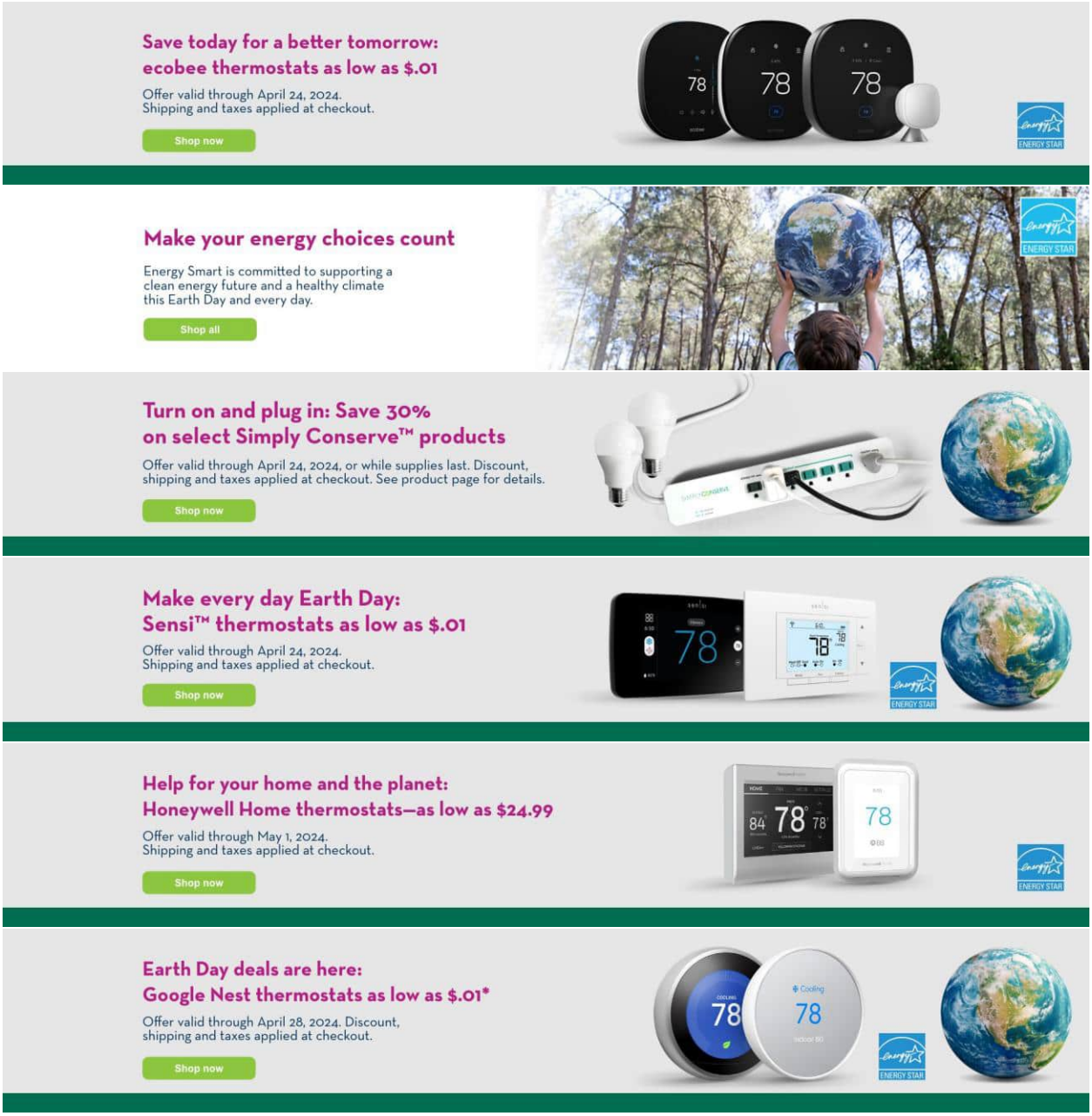


BOGO promotion



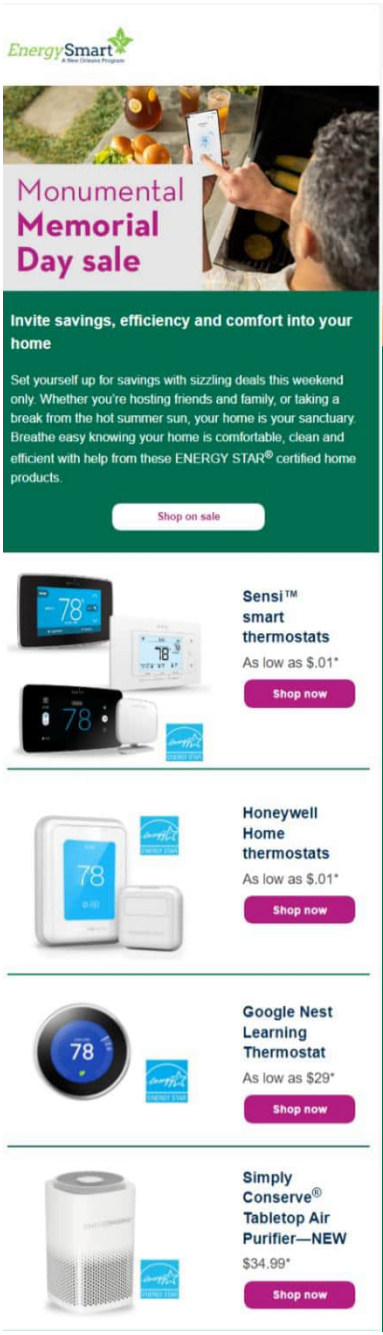
Earth Day promotion

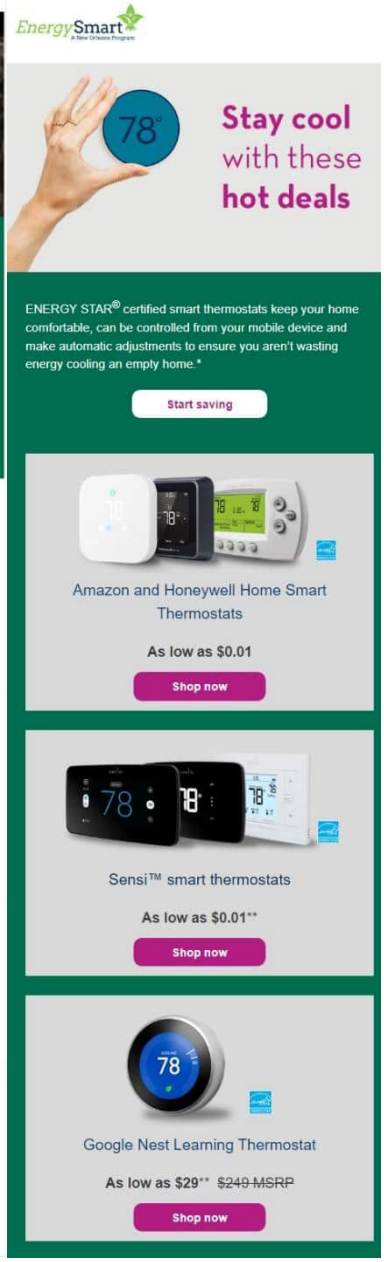


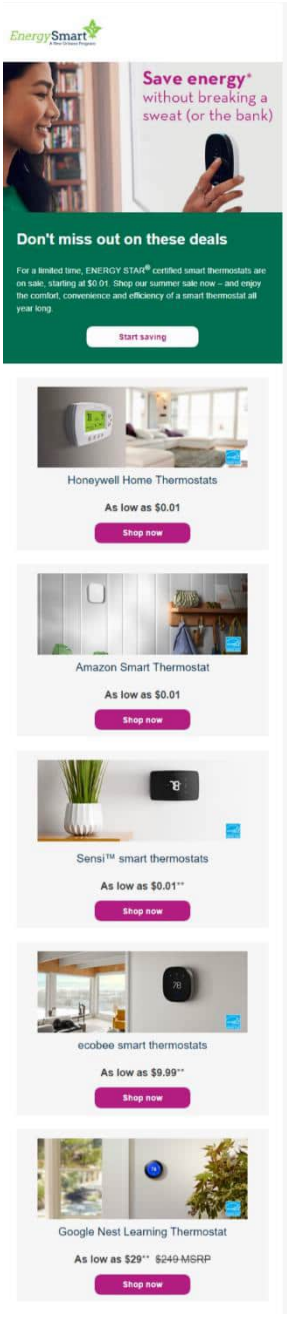

Save today for a better tomorrow:
ecobee thermostats as low as $.01
Offer valid through April 24, 2024.
Shipping and taxes applied at checkout.
Shop now
78
78
78
ENERGY STAR
Make your energy choices count
Energy Smart is committed to supporting a clean energy future and a healthy climate this Earth Day and every day.
Shop all
ENERGY STAR
Turn on and plug in: Save 30% on select Simply Conserve™ products
Offer valid through April 24, 2024, or while supplies last. Discount, shipping and taxes applied at checkout. See product page for details.
Shop now
Make every day Earth Day:
Sensi™ thermostats as low as $.01
Offer valid through April 24, 2024.
Shipping and taxes applied at checkout.
Shop now
78
78
ENERGY STAR
Help for your home and the planet:
Honeywell Home thermostats—as low as $24.99
Offer valid through May 1, 2024.
Shipping and taxes applied at checkout.
Shop now
84
78
78
78
ENERGY STAR
Earth Day deals are here:
Google Nest thermostats as low as $.01*
Offer valid through April 28, 2024. Discount, shipping and taxes applied at checkout.
Shop now
78
Cooling
78
ENERGY STAR

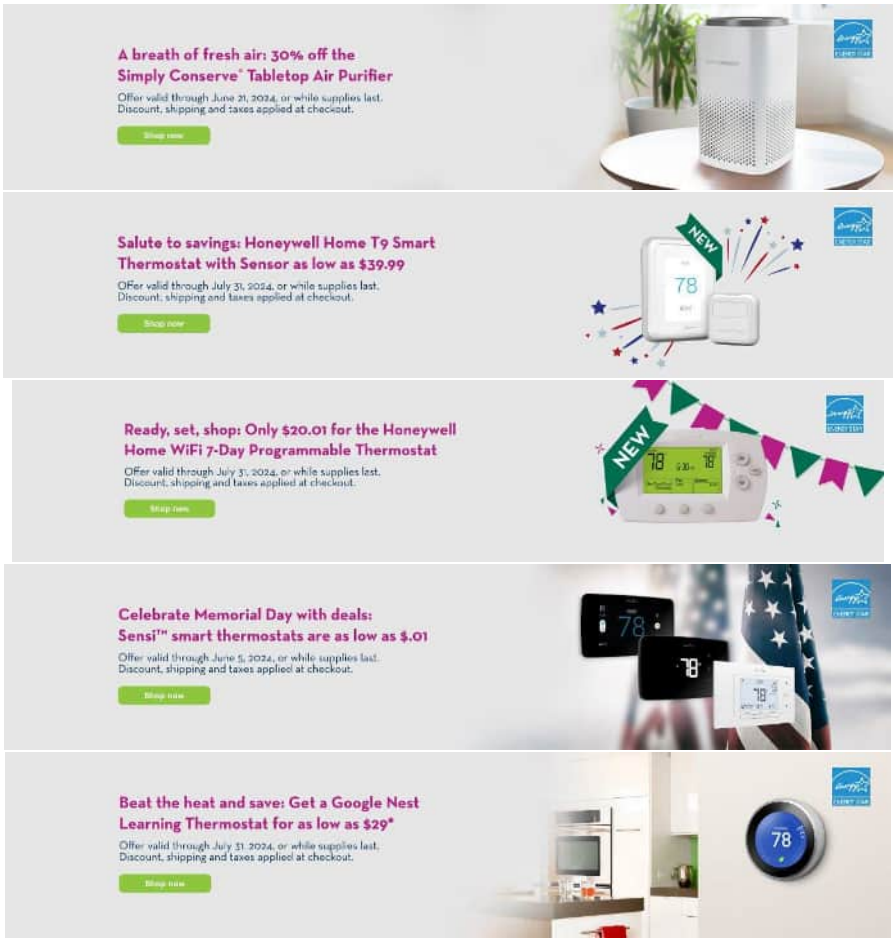
Memorial Day/Summer savings promotions

Emails








A breath of fresh air: 30% off the Simply Conserve® Tabletop Air Purifier
Offer valid through June 21, 2024, or while supplies last. Discount, shipping and taxes applied at checkout.
Shop now
Salute to savings: Honeywell Home T9 Smart Thermostat with Sensor as low as $39.99
Offer valid through July 31, 2024, or while supplies last. Discount, shipping and taxes applied at checkout.
Shop now
NEW
78
Ready, set, shop: Only $20.01 for the Honeywell Home WiFi 7-Day Programmable Thermostat
Offer valid through July 31, 2024, or while supplies last. Discount, shipping and taxes applied at checkout.
Shop now
NEW
78
Celebrate Memorial Day with deals: Sensi™ smart thermostats are as low as $.01
Offer valid through June 5, 2024, or while supplies last. Discount, shipping and taxes applied at checkout.
Shop now
78
Beat the heat and save: Get a Google Nest Learning Thermostat for as low as $29*
Offer valid through July 31, 2024, or while supplies last. Discount, shipping and taxes applied at checkout.
Shop now
78

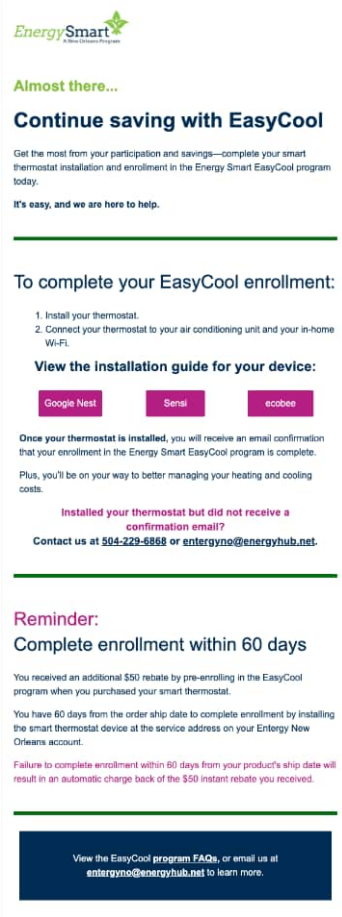
Free Simply Conserve® Tabletop Air Purifier promotion

Hospitality Health Fair flyer



EasyCool Pre-enrollment

Installation reminder email series



EnergySmart

Almost there...

Continue saving with EasyCool

Get the most from your participation and savings—complete your smart thermostat installation and enrollment in the Energy Smart EasyCool program today.

It's easy, and we are here to help.

To complete your EasyCool enrollment:

1. Install your thermostat.
2. Connect your thermostat to your air conditioning unit and your in-home Wi-Fi.

View the installation guide for your device:

Google Nest | Sensi | ecobee

Once your thermostat is installed, you will receive an email confirmation that your enrollment in the Energy Smart EasyCool program is complete.

Plus, you'll be on your way to better managing your heating and cooling costs.

Installed your thermostat but did not receive a confirmation email?
Contact us at 504-229-6868 or entergyno@energyhub.net.

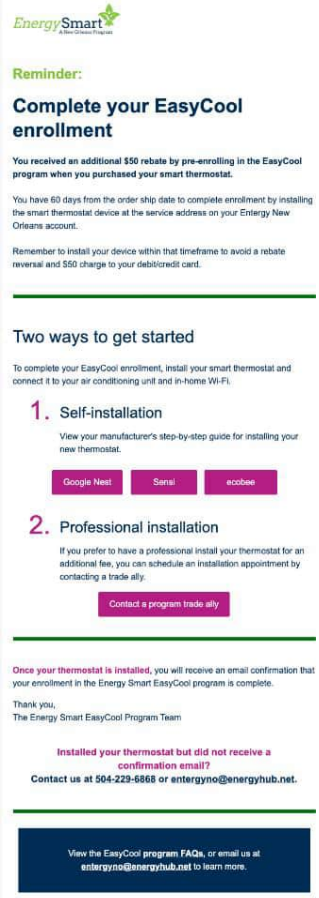
Reminder:
Complete enrollment within 60 days

You received an additional $50 rebate by pre-enrolling in the EasyCool program when you purchased your smart thermostat.

You have 60 days from the order ship date to complete enrollment by installing the smart thermostat device at the service address on your Entergy New Orleans account.

Failure to complete enrollment within 60 days from your product's ship date will result in an automatic charge back of the $50 instant rebate you received.

View the EasyCool **program FAQs**, or email us at **entergyno@energyhub.net** to learn more.



EnergySmart

Reminder:

Complete your EasyCool enrollment

You received an additional $50 rebate by pre-enrolling in the EasyCool program when you purchased your smart thermostat.

You have 60 days from the order ship date to complete enrollment by installing the smart thermostat device at the service address on your Entergy New Orleans account.

Remember to install your device within that timeframe to avoid a rebate reversal and $50 charge to your debit/credit card.

Two ways to get started

To complete your EasyCool enrollment, install your smart thermostat and connect it to your air conditioning unit and in-home Wi-Fi.

1. Self-installation

View your manufacturer's step-by-step guide for installing your new thermostat.

Google Nest | Sensi | ecobee

2. Professional installation

If you prefer to have a professional install your thermostat for an additional fee, you can schedule an installation appointment by contacting a trade ally.

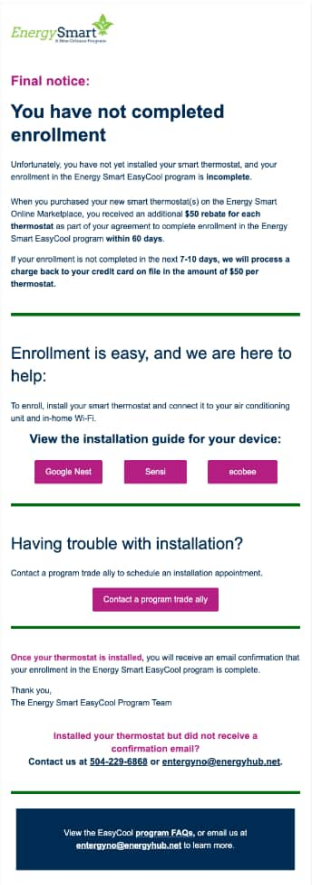
Contact a program trade ally

Once your thermostat is installed, you will receive an email confirmation that your enrollment in the Energy Smart EasyCool program is complete.

Thank you,
The Energy Smart EasyCool Program Team

Installed your thermostat but did not receive a confirmation email?
Contact us at 504-229-6868 or entergyno@energyhub.net.

View the EasyCool **program FAQs**, or email us at **entergyno@energyhub.net** to learn more.



EnergySmart

Final notice:

You have not completed enrollment

Unfortunately, you have not yet installed your smart thermostat, and your enrollment in the Energy Smart EasyCool program is **incomplete**.

When you purchased your new smart thermostat(s) on the Energy Smart Online Marketplace, you received an additional **$50 rebate for each thermostat** as part of your agreement to complete enrollment in the Energy Smart EasyCool program **within 60 days**.

If your enrollment is not completed in the next **7-10 days, we will process a charge back to your credit card on file in the amount of $50 per thermostat.**

Enrollment is easy, and we are here to help:

To enroll, install your smart thermostat and connect it to your air conditioning unit and in-home Wi-Fi.

View the installation guide for your device:

Google Nest | Sensi | ecobee

Having trouble with installation?

Contact a program trade ally to schedule an installation appointment.

Contact a program trade ally

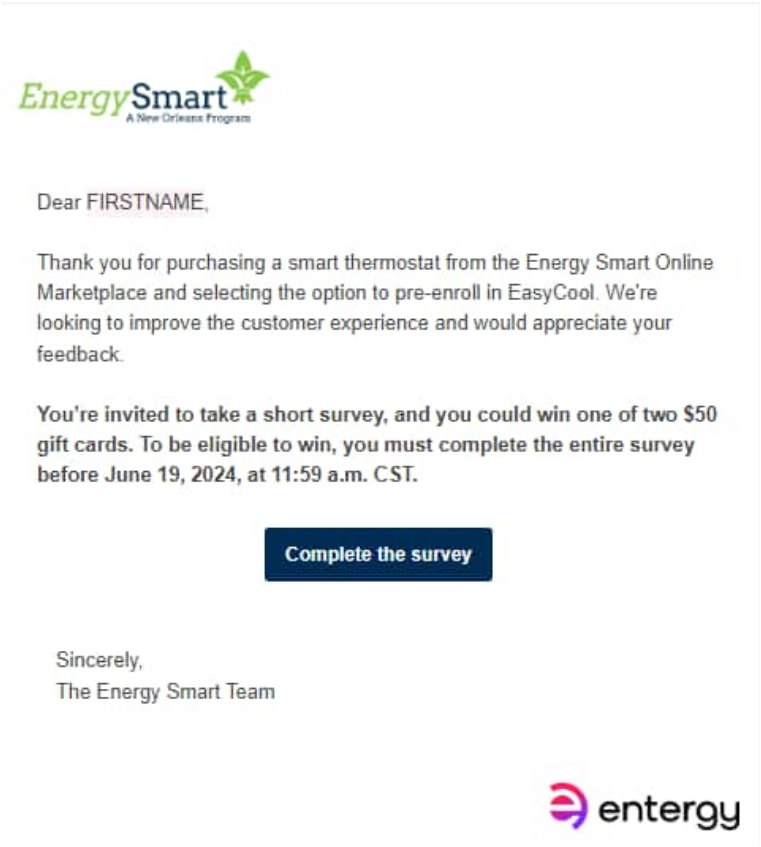
Once your thermostat is installed, you will receive an email confirmation that your enrollment in the Energy Smart EasyCool program is complete.

Thank you,
The Energy Smart EasyCool Program Team

Installed your thermostat but did not receive a confirmation email?
Contact us at 504-229-6868 or entergyno@energyhub.net.

View the EasyCool **program FAQs**, or email us at **entergyno@energyhub.net** to learn more.

Research survey email



EnergySmart
A New Orleans Program

Dear FIRSTNAME,

Thank you for purchasing a smart thermostat from the Energy Smart Online Marketplace and selecting the option to pre-enroll in EasyCool. We're looking to improve the customer experience and would appreciate your feedback.

You're invited to take a short survey, and you could win one of two $50 gift cards. To be eligible to win, you must complete the entire survey before June 19, 2024, at 11:59 a.m. CST.

Complete the survey

Sincerely,
The Energy Smart Team

entergy

Customer research survey raffle winner letter

EnergySmart
A New Orleans Program

Congratulations

You are the winner of a $50 prepaid gift card.

Thank you for taking the time to complete the recent Energy Smart EasyCool Pre-enrollment Survey. Your feedback is valuable, and we appreciate your participation.

Enclosed is a $50 prepaid gift card.

If you would like to learn more about our other Energy Smart offerings, please visit **energysmartnola.com**, call us at **504-229-6868** or email **info@energysmartnola.com**.

Thank you again for participating in Energy Smart. You're helping create a better energy future for our community.

Sincerely,
The Energy Smart Program

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC.
©2014 Entergy Services, LLC. All Rights Reserved.

Peak Time Rebate

Enrollment Request Form



EnergySmart
A New Orleans Program

Peak Time Rebate Enrollment

Name on Entergy Account*

First Name

Last Name

Entergy New Orleans Account Number*

Address on Entergy Account*

Address Line 1

Address Line 2

City

State

ZIP Code

Email Address*

A valid email address is required to participate in this offering.

Would you like to receive event text message notifications?*

Yes

No



How did you hear about this offering?*

Email

Social media

In-person event

Energy Smart website

Friends/family

Entergy E-Newsletter

News outlet

None of the above

Signature*

Clear

Use your mouse or finger to draw your signature above.

Date*

MM/DD/YYYY

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC.

©2024 Entergy Services, LLC. All Rights Reserved. The Entergy name and logo are registered service marks of Entergy Corporation and may not be used without advance, express, written consent.

Request Event Text Message Form



EnergySmart
A New Orleans Program

Please complete and submit this form to request event text message notifications for the Energy Smart Peak Time Rebate Pilot.

Name*

First Name | Last Name

Enrolled email address *

Would you like to receive event text message notifications?*

Yes
No

Signature*

Clear

Use your mouse or finger to draw your signature above

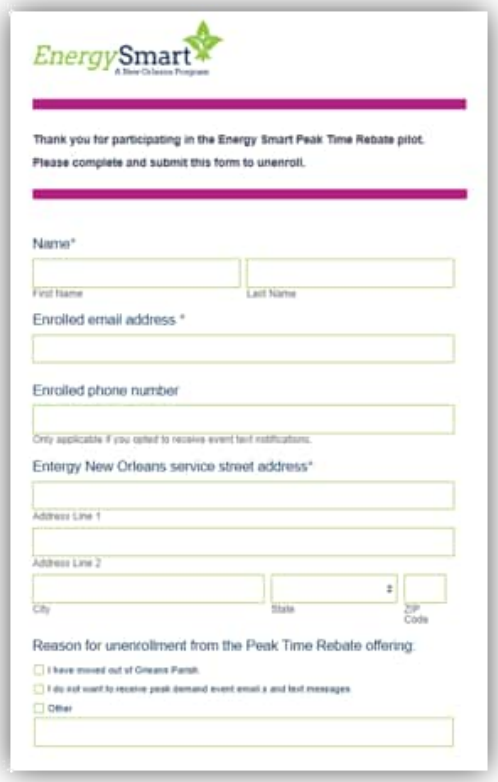
Date/Time*

Jun 03, 2024 | 01:41 pm

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC.

©2024 Entergy Services, LLC. All Rights Reserved. The Entergy name and logo are registered service marks of Entergy Corporation and may not be used without advance, express, written consent.

Unenrollment Form



EnergySmart
A New Orleans Program

Thank you for participating in the Energy Smart Peak Time Rebate pilot.
Please complete and submit this form to unenroll.

Name*

First Name | Last Name

Enrolled email address *

Enrolled phone number

Only applicable if you opted to receive event text notifications.

Entergy New Orleans service street address*

Address Line 1

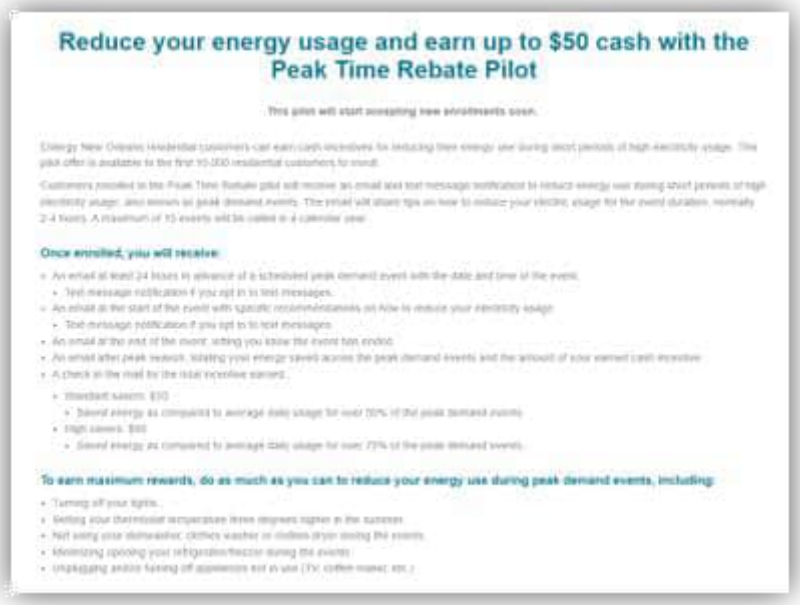
Address Line 2

City | State | ZIP Code

Reason for unenrollment from the Peak Time Rebate offering:

I have moved out of Orleans Parish.
I do not want to receive peak demand event email s and text messages
Other

Website update



Reduce your energy usage and earn up to $50 cash with the Peak Time Rebate Pilot

This pilot will start accepting new enrollments soon.

Entergy New Orleans residential customers can earn cash incentives for reducing their energy use during short periods of high electricity usage. This pilot offer is available to the first 10,000 residential customers to enroll.

Customers enrolled in the Peak Time Rebate pilot will receive an email and text message notification to reduce energy use during short periods of high electricity usage, also known as peak demand events. The email will share tips on how to reduce your electric usage for the event duration, normally 2-4 hours. A maximum of 10 events will be called in a calendar year.

Once enrolled, you will receive:

- An email at least 24 hours in advance of a scheduled peak demand event with the date and time of the event.
  - Text message notification if you opt in to text messages.
- An email at the start of the event with specific recommendations on how to reduce your electricity usage.
  - Text message notification if you opt in to text messages.
- An email at the end of the event, letting you know the event has ended.
- An email after peak season, totaling your energy saved across the peak demand events and the amount of your earned cash incentive.
- A check in the mail for the total incentive earned.
  - Standard savers: $30
    - Saved energy as compared to average daily usage for over 50% of the peak demand events.
  - High savers: $50
    - Saved energy as compared to average daily usage for over 75% of the peak demand events.

To earn maximum rewards, do as much as you can to reduce your energy use during peak demand events, including:

- Turning off your lights.
- Setting your thermostat temperature three degrees higher in the summer.
- Not using your dishwasher, clothes washer or clothes dryer during the events.
- Minimizing opening your refrigerator/freezer during the events.
- Unplugging and/or turning off appliances not in use (TV, coffee maker, etc.)



Common questions answered

- What is the Peak Time Rebate program?
- When is the peak demand summer season?
- Is the Peak Time Rebate program a good fit for individuals who are already energy efficient?
- Will I get a $20 rebate just for enrolling in the Peak Time Rebate Pilot?
- What determines a peak demand event?
- How many events will there be?
- Is there a penalty for not engaging in every event?
- How does the Peak Time Rebate program promote energy efficiency?
- How is the energy savings for events determined?
- I participated in peak demand events in 2023 but did not receive an incentive or received a lower than expected incentive. How come?
- Will I need to buy anything to participate in the program?
- How will I know if I earned a rebate after a Peak Time event?
- Can I be enrolled in the Peak Time Rebate program if my smart thermostat is enrolled in the Energy Smart EasyCool program?
- How are energy savings determined in the Peak Time Rebate Pilot?
- How do I earn the rebate?
- Who is a good fit for the Peak Time Rebate Pilot?
- Who should not participate in the Peak Time Rebate?

Outreach Event Table Flyer



Event Text Message Mock-ups







Recruitment Email



Recruitment Remarket Email



Last Recruitment Email to non-openers

EnergySmart
A New Orleans Program



Energy Smart pays you when you use less

Last chance, limited availability remaining

Entergy New Orleans' residential customers can get paid up to $50 for reducing energy during short periods of high electricity usage. Enrollment is available on a first-come, first-served basis.

Customers enrolled in the Peak Time Rebate pilot will receive an email and text message notification to reduce energy use during short periods of high electricity usage, also known as peak demand events.

Click here for more information or to enroll now

Already enrolled?

You will receive a welcome message before the first Peak Time event of the season. Thank you for participating in the Energy Smart Peak Time Rebate pilot.

entergy

Welcome back to the Energy Smart Peak Time Rebate Pilot Email Template

EnergySmart
A New Orleans Program

Energy Smart Peak Time Rebate Pilot season notice

Welcome back

Between June 1 and September 30, you will receive emails informing you of a scheduled peak demand event. Along with the date and time of the event, the email will include recommendations on ways you can lower your energy usage during the event time.

What's new?

Because of your valued feedback to help us improve our offerings and services, we've added the features below.



Updated incentive tiers	Event text message notifications	Common questions answered section
Learn more	Request to opt-in	Visit our website

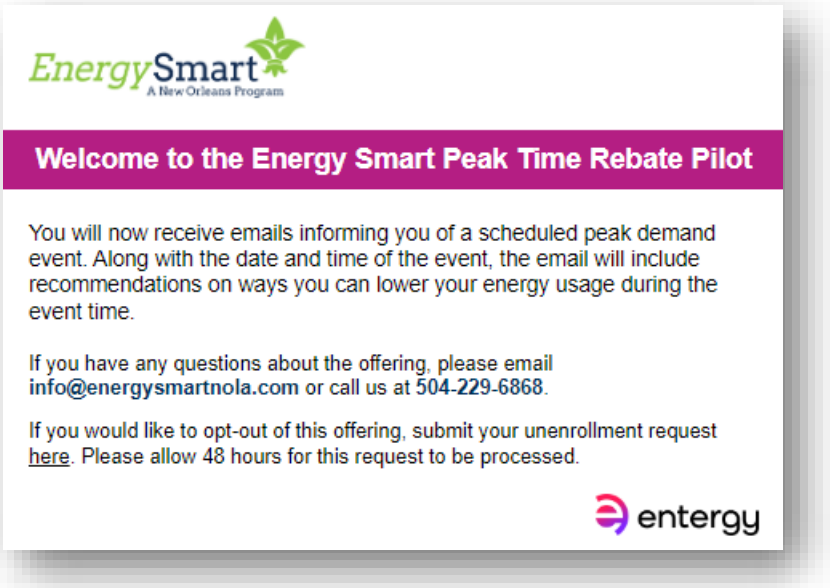
Thank you for participating in the Energy Smart Peak Time Rebate Pilot.

If you have any questions about the offering, please email **info@energysmartnola.com** or call us at **504-229-6868**.

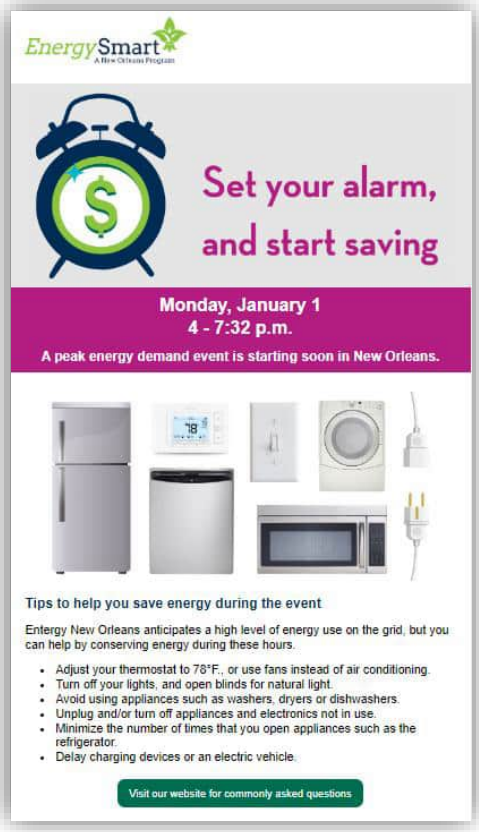
If you would like to opt-out of this offering, submit your unenrollment request here. Please allow 48 hours for this request to be processed.

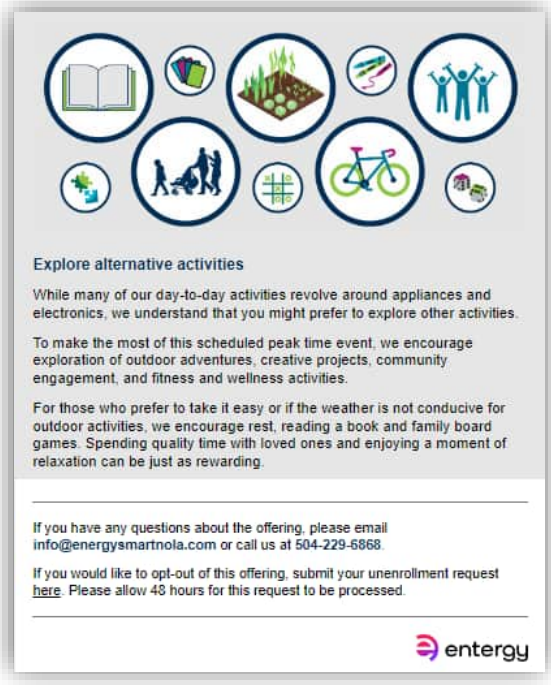
entergy

Welcome to the Energy Smart Peak Time Rebate Pilot Email Template



1-hour notice template





24-Hour Notice Email Template

EnergySmart
A New Orleans Program



New event scheduled

Monday, January 1
4 - 7:32 p.m.

A peak energy demand event is scheduled tomorrow.

Entergy New Orleans anticipates a high level of energy use on the grid, but you can help by conserving energy during these hours.

If possible, try the following to shift your energy use away from event hours:

- Pre-cool your home before event hours.
- Delay charging devices or electric vehicles during event.
- Minimize the number of times that you open appliances, such as the refrigerator, during event hours.
- Avoid using appliances, such as washers, dryers or dishwashers, during event hours.
- Unplug electronics when not in use during event hours.

Visit our website for more information

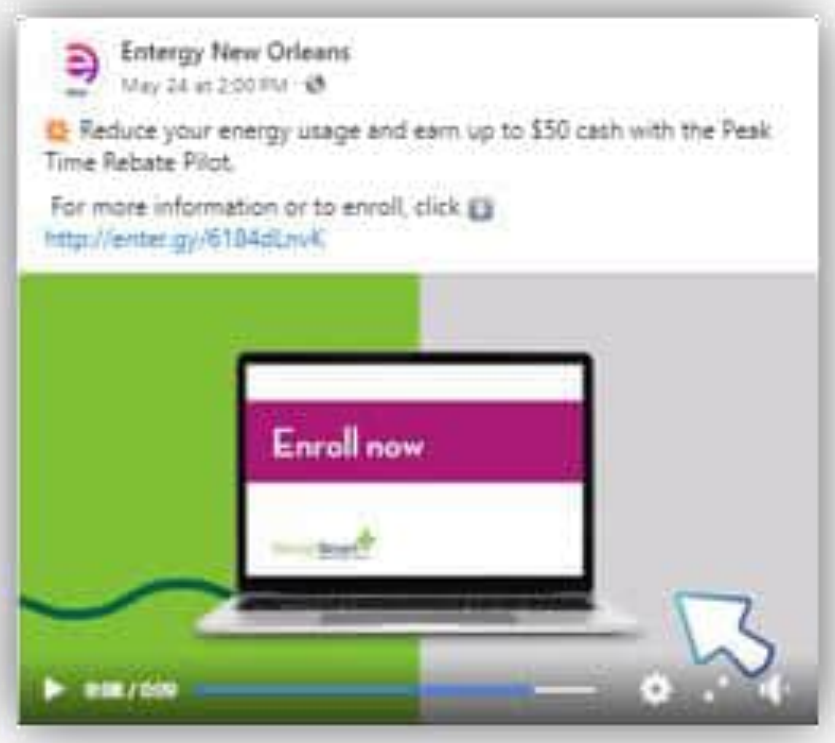
If you have any questions about the offering, please email **info@energysmartnola.com** or call us at **504-229-6868**.

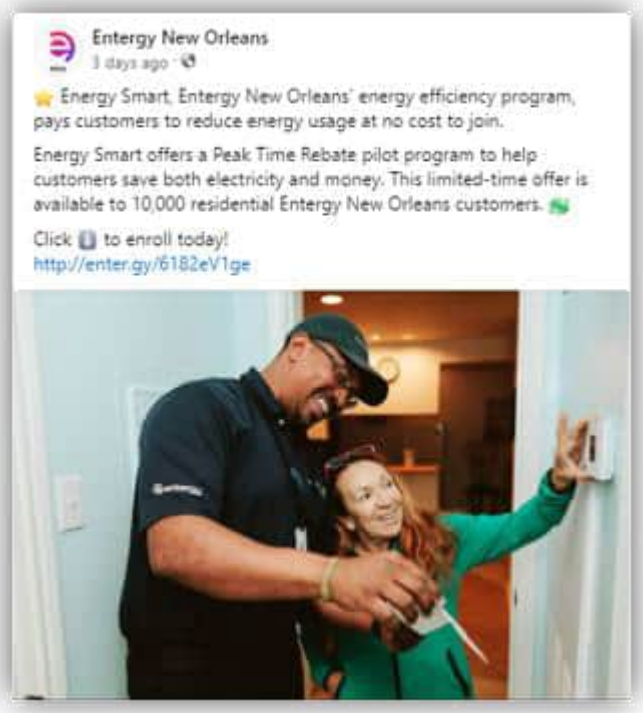
If you would like to opt-out of this offering, submit your unenrollment request here. Please allow 48 hours for this request to be processed.

---

entergy

Organic Social






Entergy New Orleans
2 days ago
Time is ticking on this limited time offer! Enroll NOW in Energy Smart's Peak Time Rebate program and earn cash rewards by using less electricity!
Click for more information
ENERGYSMARTNOLA.INFO
Peak Time Rebate Pilot
Entergy New Orleans residential customers can earn cash incentive...


Entergy New Orleans
2 hours ago
Time is ticking on this limited time offer! Enroll NOW in Energy Smart's Peak Time Rebate program and earn cash rewards by using less electricity!
Click for more information
http://enter.gy/6183571Wf
Energy Smart pays you when you use less

Press Release

FOR IMMEDIATE RELEASE:
May X, 2024

Media Contacts:
Reagan Gill
reagan.gill@aptim.com
469-260-6306

Energy Smart, a New Orleans program, reopens enrollment for a limited time for residential customers to earn cash incentives

Energy Smart pays customers to reduce energy usage at no cost to join.

NEW ORLEANS, May x, 2024 – Energy Smart, Entergy New Orleans' energy efficiency program, offers a pilot program to help customers save both electricity and money. Entergy New Orleans residential customers can get cash incentives for reducing their energy use during short periods of high electricity usage.

The new program offering received an overwhelming amount of interest and success during the pilot phase last year. As a result, Energy Smart is reopening enrollment for a very limited time. Customers enrolled in the Peak Time Rebate program will receive an email notification to reduce energy use during short periods of high electricity usage, also known as peak demand events, and in return receive cash incentives for their participation. This limited-time offer is available to 10,000 residential Entergy New Orleans customers. Enrollment is available on a first-come, first-served basis. Customers are encouraged to enroll today to save electricity and earn cash rewards. To learn more and enroll, please visit: Peak Time Rebate Pilot.

"We are thrilled with the success of the Peak Time Rebate pilot. Not only have customers received rebates for their efforts, they have also played a crucial role in reducing the strain on the grid during peak times," said Ross Thevenot, Entergy New Orleans energy efficiency project manager. "We encourage all our customers to take advantage of the financial incentives and the opportunity to contribute to a more sustainable city by enrolling today."

To learn more about Energy Smart and the other energy-saving opportunities, visit energysmartnola.com, email info@energysmartnola.com or call **504-229-6868**.

###



NOLANEWSWIRE

This is New YOURleans

June 18, 2024

EVENTS SUBMIT NEWS BY INDUSTRY

Entergy Residential Customers Can Get Paid to Cut Usage

May 9, 2024

NEW ORLEANS – Energy Smart, Entergy New Orleans' energy efficiency program, is offering a pilot program to help customers save electricity and money. Entergy New Orleans residential customers can get cash incentives for reducing their energy use during short periods of high electricity usage.

The new program offering received an overwhelming amount of interest during the pilot phase last year. As a result, Energy Smart is reopening enrollment for a very limited time. Customers enrolled in the Peak Time Rebate program will receive an email notification to reduce energy use during short periods of high electricity usage, also known as peak demand events, and in return receive cash incentives for their participation. This limited-time offer is available to 10,000 residential Entergy New Orleans customers. Enrollment is available on a first-come, first-served basis. Customers are encouraged to enroll today to save electricity and earn cash rewards. To learn more and enroll, visit: Peak Time Rebate Pilot.

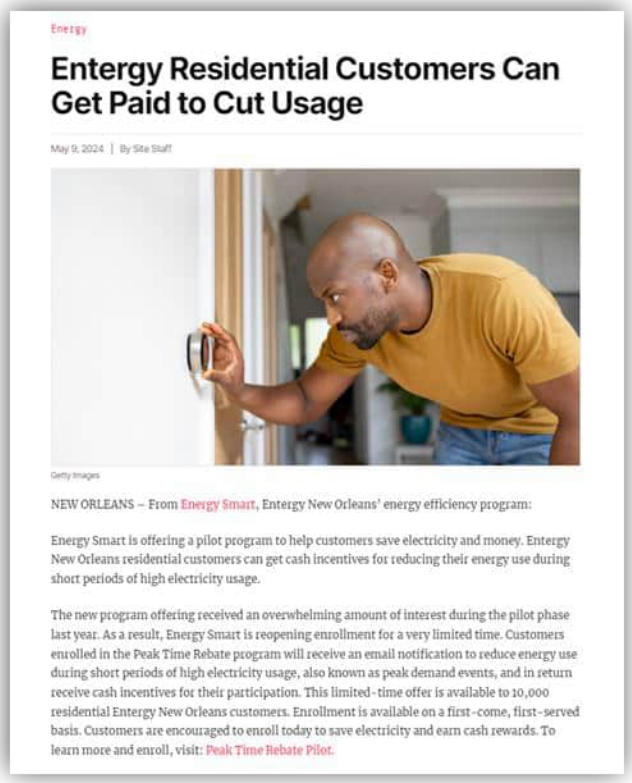
"We are thrilled with the success of the Peak Time Rebate pilot. Not only have customers received rebates for their efforts, they have also played a crucial role in reducing the strain on the grid during peak times," said Ross Thevenot, Entergy New Orleans energy efficiency project manager. "We encourage all our customers to take advantage of the financial incentives and the opportunity to contribute to a more sustainable city by enrolling today."

CLICK HERE FOR PR TIPS YOU NEED TO KNOW

POPULAR RELEASES (LAST 7 DAYS)

New Orleans Native Kenneth St. Charles to Lead Red Cross of Louisiana

Battery Tech Startup Advano Advances Pilot Facility in New Orleans East with Key Leadership Appointments



Energy

Entergy Residential Customers Can Get Paid to Cut Usage

May 9, 2024 | By Site Staff

Getty Images

NEW ORLEANS – From Energy Smart, Entergy New Orleans' energy efficiency program:

Energy Smart is offering a pilot program to help customers save electricity and money. Entergy New Orleans residential customers can get cash incentives for reducing their energy use during short periods of high electricity usage.

The new program offering received an overwhelming amount of interest during the pilot phase last year. As a result, Energy Smart is reopening enrollment for a very limited time. Customers enrolled in the Peak Time Rebate program will receive an email notification to reduce energy use during short periods of high electricity usage, also known as peak demand events, and in return receive cash incentives for their participation. This limited-time offer is available to 10,000 residential Entergy New Orleans customers. Enrollment is available on a first-come, first-served basis. Customers are encouraged to enroll today to save electricity and earn cash rewards. To learn more and enroll, visit: Peak Time Rebate Pilot.



Energy Smart pays customers to reduce energy usage at no cost to join

Eligibility Notice

EnergySmart
A New Orleans Program

Thank you for your interest

The Energy Smart team has reviewed your enrollment request for the Peak Time Rebate pilot. Unfortunately, your enrollment is not eligible for the program at this time.

We understand that this news may be disappointing. Although you are not eligible for the Peak Time Rebate pilot, we encourage you to explore other energy-saving initiatives, resources and programs that may be available to you such as:



Residential and business customers outside Orleans Parish

Entergy Louisiana Residential and Business Customers: Entergy Solutions offers programs for Entergy Louisiana customers to save energy and money by reducing the up-front cost of a variety of energy efficiency upgrades. The program partners with participating trade allies and retailers that will help you find new ways to save around your home.

Energy-saving tips for everyone

- Take steps to weatherize your home by sealing air leaks, adding insulation and installing energy-efficient windows and doors. These measures can help reduce energy loss and save on heating and cooling costs.
- Energy-efficient lighting: Replace incandescent bulbs with energy-efficient LED bulbs. LED bulbs use significantly less energy and last much longer, reducing both energy consumption and replacement frequency.
- Implement habits such as turning off lights when not in use, unplugging electronics when not in use and adjusting thermostat settings to conserve energy throughout the day.
- Look for ENERGY STAR® certified appliances when it's time to replace old or inefficient models. These appliances are designed to consume less energy without sacrificing performance.

Please contact Energy Smart with questions or concerns at info@energysmartnola.com or 504-229-6868.

entergy

June Blog Post

Energy Smart pays to save

BY NEW ORLEANS EDITORIAL TEAM

06/25/2024



This summer, Entergy New Orleans' residential customers can earn extra cash for participating in innovative energy-saving programs offered by Energy Smart. Discover how to take advantage of these exciting opportunities.

Peak Time Rebate

Customers enrolled in the Entergy New Orleans' Energy Smart Peak Time Rebate program will receive an email notification to reduce energy use during short periods of high electricity usage, also known as peak demand events and, in return, can earn up to $50 cash incentives based on participation. Enrollment in the Peak Time Rebate program is available on a first-come, first-served basis. Enroll today to help save electricity and earn cash rewards.

EasyCool

Customers who own or purchase a smart thermostat can earn incentives of up to $50 their first year by enrolling qualifying smart thermostats in the Energy Smart EasyCool program and can earn a $25 incentive each additional year of participation. Visit EasyCool Smart Thermostats | Energy Smart NOLA for more information.

Appliance Recycling

Energy Smart's Appliance Recycling program pays customers who are looking to get rid of an old refrigerator or freezer. This offer pays customers $50 and provides free in-home pickup and recycling of working refrigerators and freezers. Schedule your no-cost pickup today.

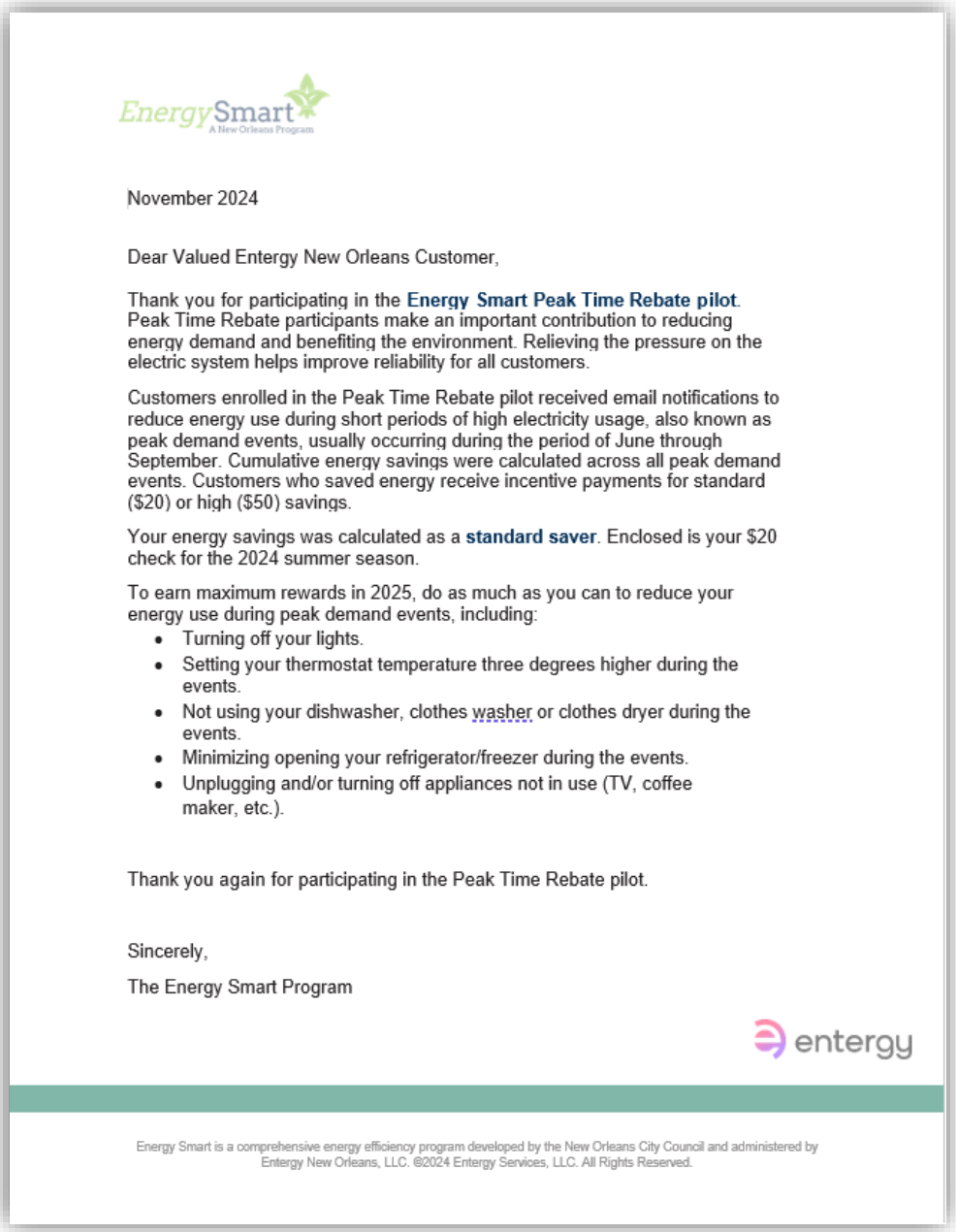
To learn more about Energy Smart and the other energy-saving opportunities, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

Tags

New Orleans Community Customers Electricity Energy efficiency
Energy Smart NOLA Community NOLA Energy Efficiency

New Orleans Editorial Team

Standard Saver Payment Letter



EnergySmart
A New Orleans Program

November 2024

Dear Valued Entergy New Orleans Customer,

Thank you for participating in the **Energy Smart Peak Time Rebate pilot**. Peak Time Rebate participants make an important contribution to reducing energy demand and benefiting the environment. Relieving the pressure on the electric system helps improve reliability for all customers.

Customers enrolled in the Peak Time Rebate pilot received email notifications to reduce energy use during short periods of high electricity usage, also known as peak demand events, usually occurring during the period of June through September. Cumulative energy savings were calculated across all peak demand events. Customers who saved energy receive incentive payments for standard ($20) or high ($50) savings.

Your energy savings was calculated as a **standard saver**. Enclosed is your $20 check for the 2024 summer season.

To earn maximum rewards in 2025, do as much as you can to reduce your energy use during peak demand events, including:

- Turning off your lights.
- Setting your thermostat temperature three degrees higher during the events.
- Not using your dishwasher, clothes washer or clothes dryer during the events.
- Minimizing opening your refrigerator/freezer during the events.
- Unplugging and/or turning off appliances not in use (TV, coffee maker, etc.).

Thank you again for participating in the Peak Time Rebate pilot.

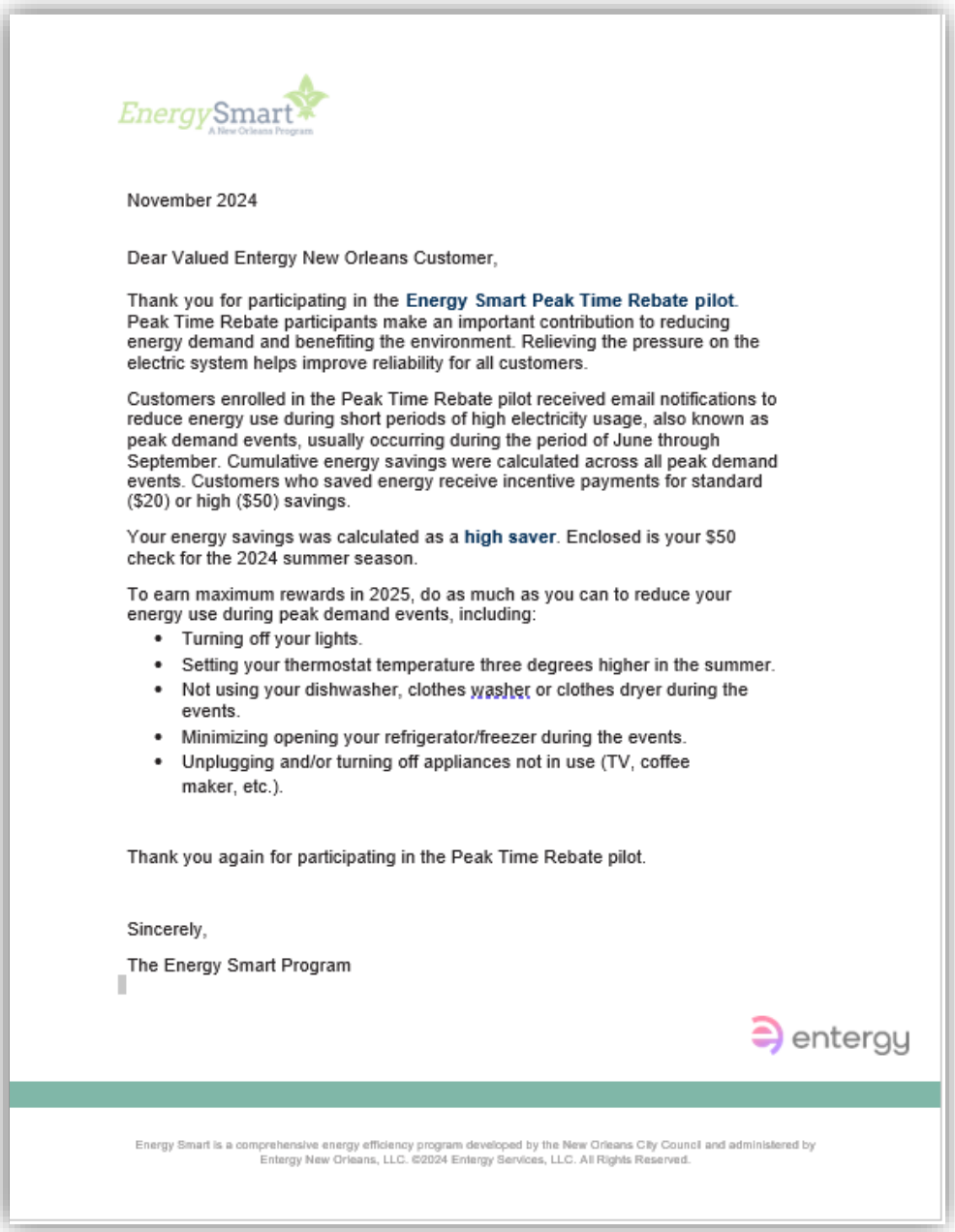
Sincerely,

The Energy Smart Program

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

High Saver Payment Letter



EnergySmart
A New Orleans Program

November 2024

Dear Valued Entergy New Orleans Customer,

Thank you for participating in the **Energy Smart Peak Time Rebate pilot**. Peak Time Rebate participants make an important contribution to reducing energy demand and benefiting the environment. Relieving the pressure on the electric system helps improve reliability for all customers.

Customers enrolled in the Peak Time Rebate pilot received email notifications to reduce energy use during short periods of high electricity usage, also known as peak demand events, usually occurring during the period of June through September. Cumulative energy savings were calculated across all peak demand events. Customers who saved energy receive incentive payments for standard ($20) or high ($50) savings.

Your energy savings was calculated as a **high saver**. Enclosed is your $50 check for the 2024 summer season.

To earn maximum rewards in 2025, do as much as you can to reduce your energy use during peak demand events, including:

- Turning off your lights.
- Setting your thermostat temperature three degrees higher in the summer.
- Not using your dishwasher, clothes washer or clothes dryer during the events.
- Minimizing opening your refrigerator/freezer during the events.
- Unplugging and/or turning off appliances not in use (TV, coffee maker, etc.).

Thank you again for participating in the Peak Time Rebate pilot.

Sincerely,

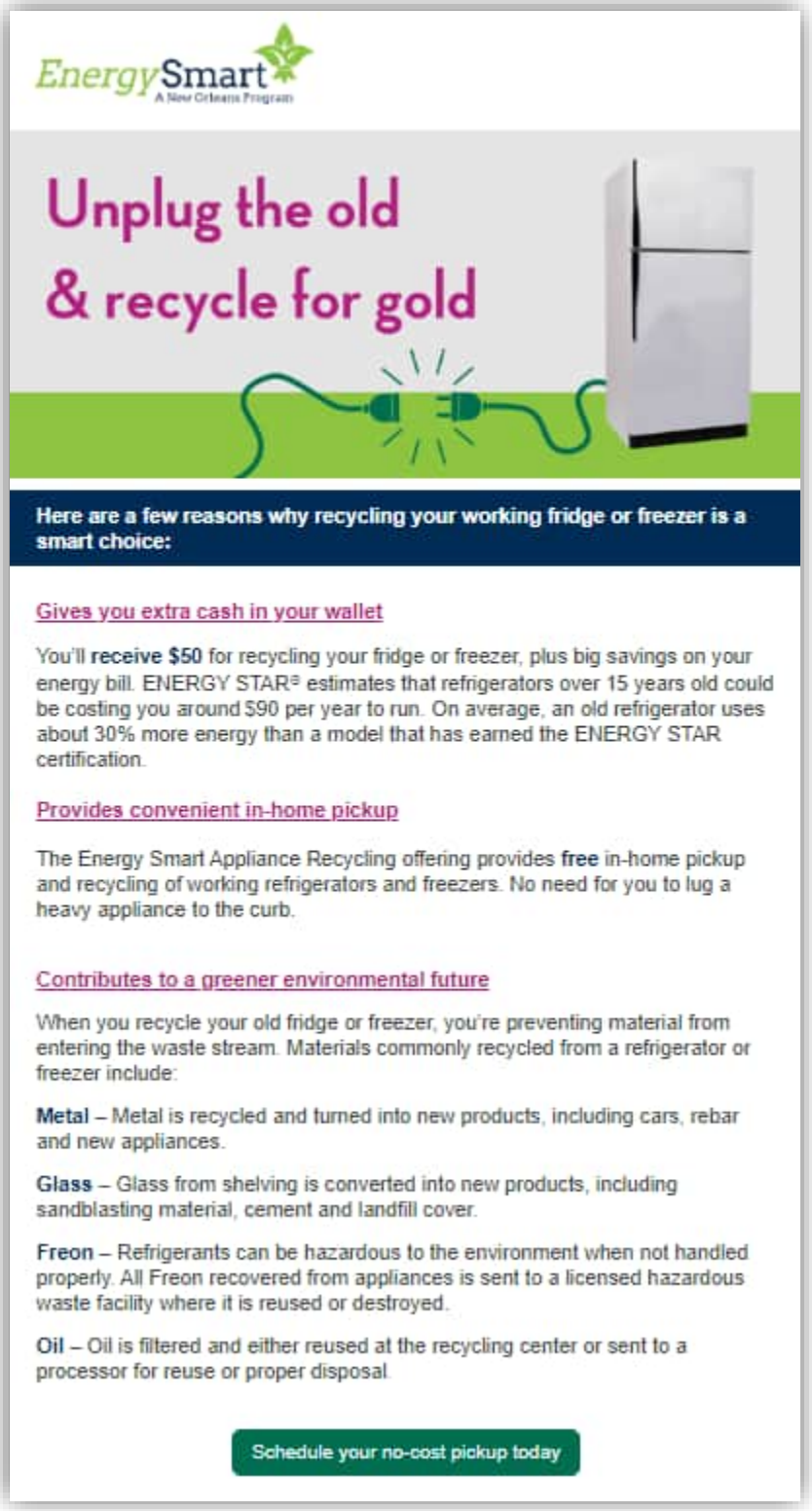
The Energy Smart Program

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

Appliance Recycling

Email Targeting High Energy Users



EnergySmart
A New Orleans Program

Unplug the old & recycle for gold

Here are a few reasons why recycling your working fridge or freezer is a smart choice:

Gives you extra cash in your wallet

You'll **receive $50** for recycling your fridge or freezer, plus big savings on your energy bill. ENERGY STAR® estimates that refrigerators over 15 years old could be costing you around $90 per year to run. On average, an old refrigerator uses about 30% more energy than a model that has earned the ENERGY STAR certification.

Provides convenient in-home pickup

The Energy Smart Appliance Recycling offering provides **free** in-home pickup and recycling of working refrigerators and freezers. No need for you to lug a heavy appliance to the curb.

Contributes to a greener environmental future

When you recycle your old fridge or freezer, you're preventing material from entering the waste stream. Materials commonly recycled from a refrigerator or freezer include:

Metal – Metal is recycled and turned into new products, including cars, rebar and new appliances.

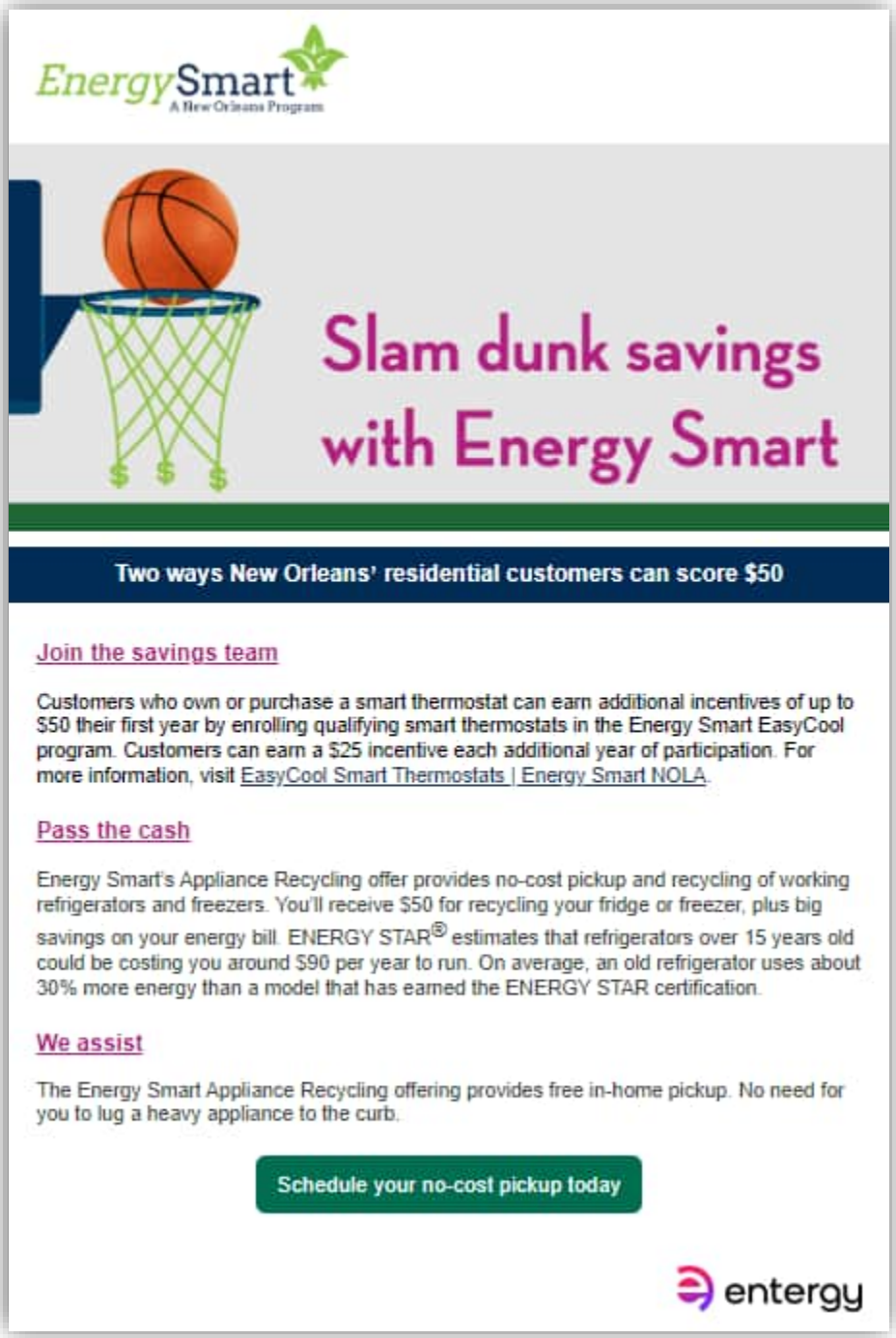
Glass – Glass from shelving is converted into new products, including sandblasting material, cement and landfill cover.

Freon – Refrigerants can be hazardous to the environment when not handled properly. All Freon recovered from appliances is sent to a licensed hazardous waste facility where it is reused or destroyed.

Oil – Oil is filtered and either reused at the recycling center or sent to a processor for reuse or proper disposal.

Schedule your no-cost pickup today

March Madness Email



March Madness Remarket Email



EnergySmart

Here are a few reasons why recycling your working fridge or freezer is a smart choice:

Gives you extra cash in your wallet

You'll **receive $50** for recycling your fridge or freezer, plus big savings on your energy bill. ENERGY STAR® estimates that refrigerators over 15 years old could be costing you around $90 per year to run. On average, an old refrigerator uses about 30% more energy than a model that has earned the ENERGY STAR certification.

Provides convenient in-home pickup

The Energy Smart Appliance Recycling offering provides **free** in-home pickup and recycling of working refrigerators and freezers. No need for you to lug a heavy appliance to the curb.

Contributes to a greener environmental future

When you recycle your old fridge or freezer, you're preventing material from entering the waste stream. Materials commonly recycled from a refrigerator or freezer include:

Metal – Metal is recycled and turned into new products, including cars, rebar and new appliances.

Glass – Glass from shelving is converted into new products, including sandblasting material, cement and landfill cover.

Freon – Refrigerants can be hazardous to the environment when not handled properly. All Freon recovered from appliances is sent to a licensed hazardous waste facility where it is reused or destroyed.

Oil – Oil is filtered and either reused at the recycling center or sent to a processor for reuse or proper disposal.

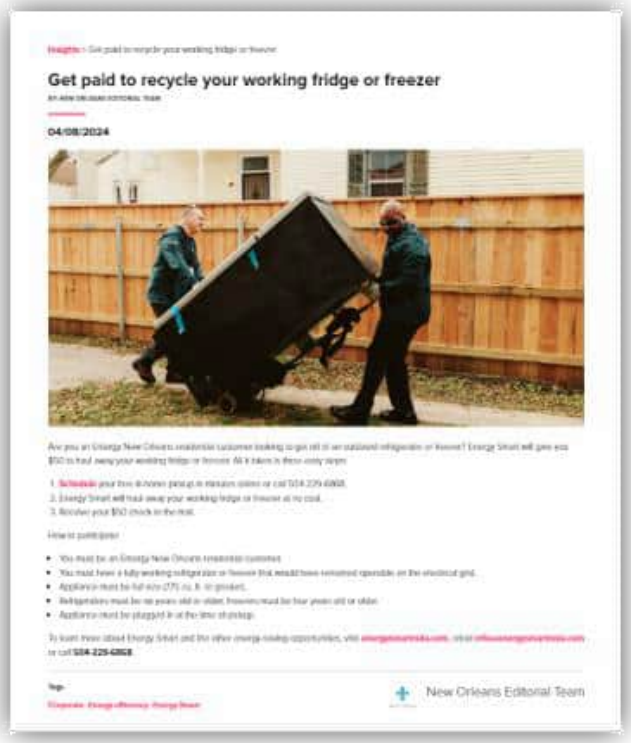
Schedule your no-cost pickup today

entergy

March Circuit Article



April Circuit Article



Get paid to recycle your working fridge or freezer

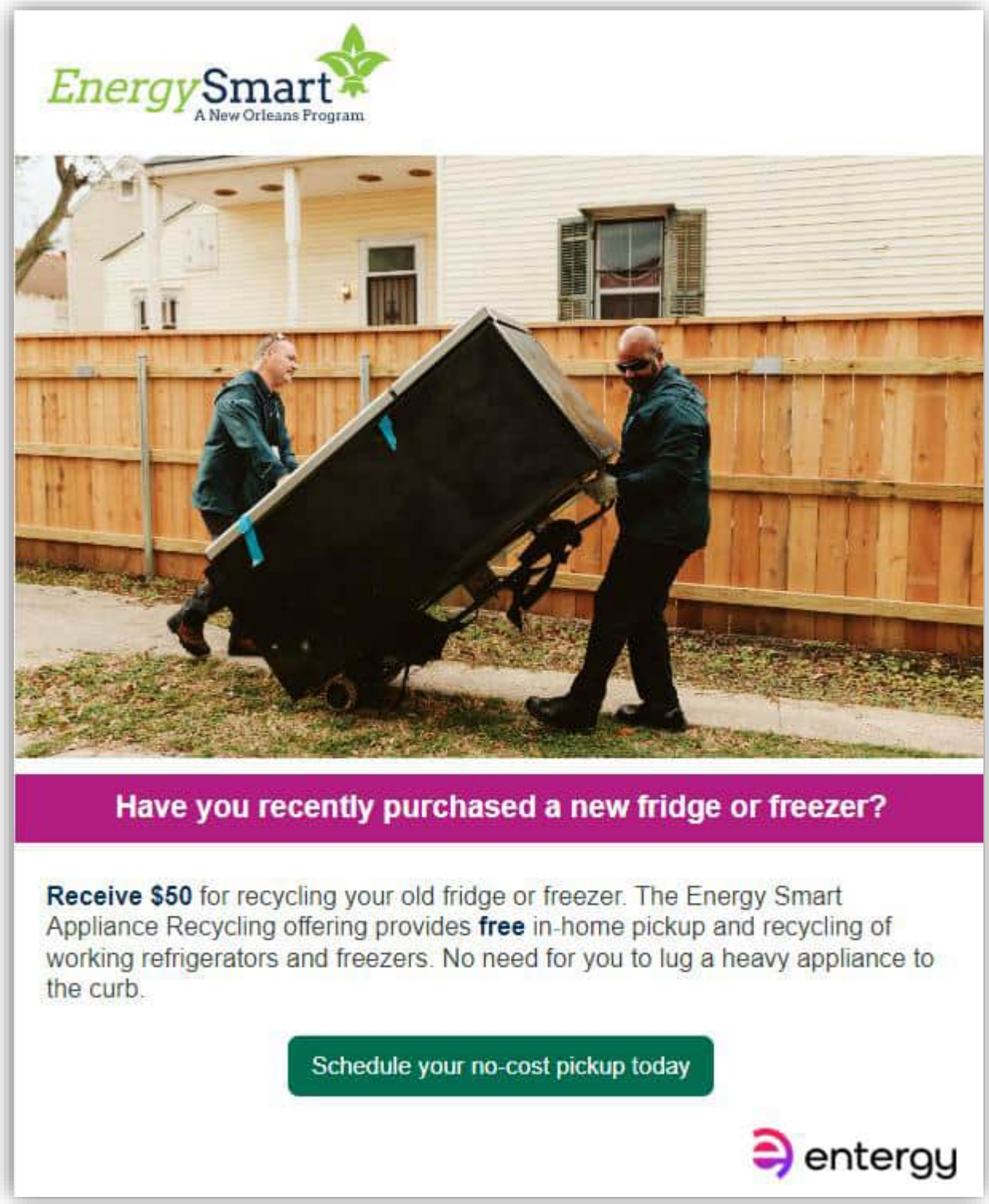
04/08/2024

New Orleans Editorial Team

Senior Fest Print Ad

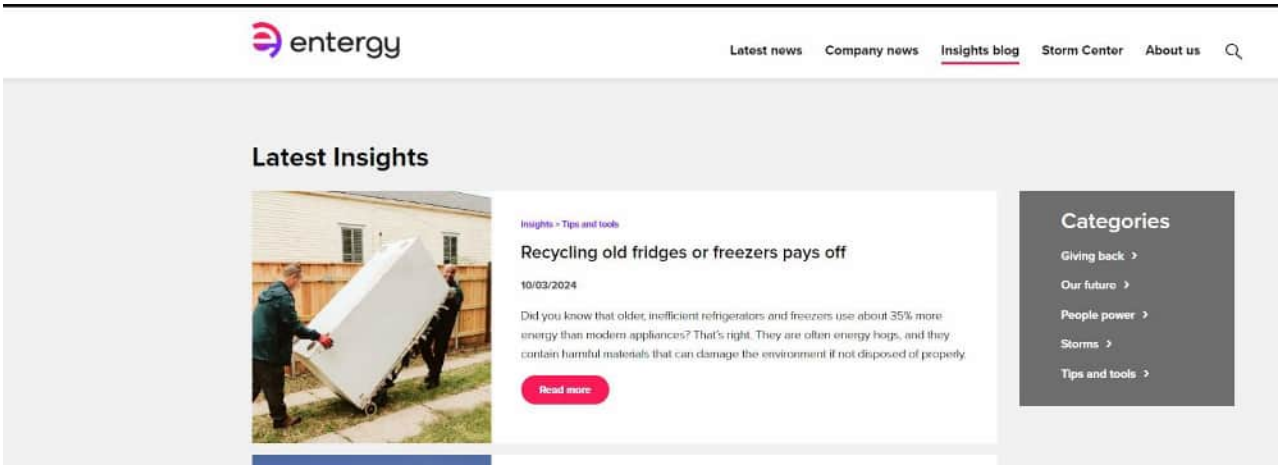


June email


EnergySmart
A New Orleans Program
Have you recently purchased a new fridge or freezer?
Receive $50 for recycling your old fridge or freezer. The Energy Smart Appliance Recycling offering provides free in-home pickup and recycling of working refrigerators and freezers. No need for you to lug a heavy appliance to the curb.
Schedule your no-cost pickup today
entergy

Energy Awareness Month Blog Post

October 3, 2024



Google Keyword Search Ad

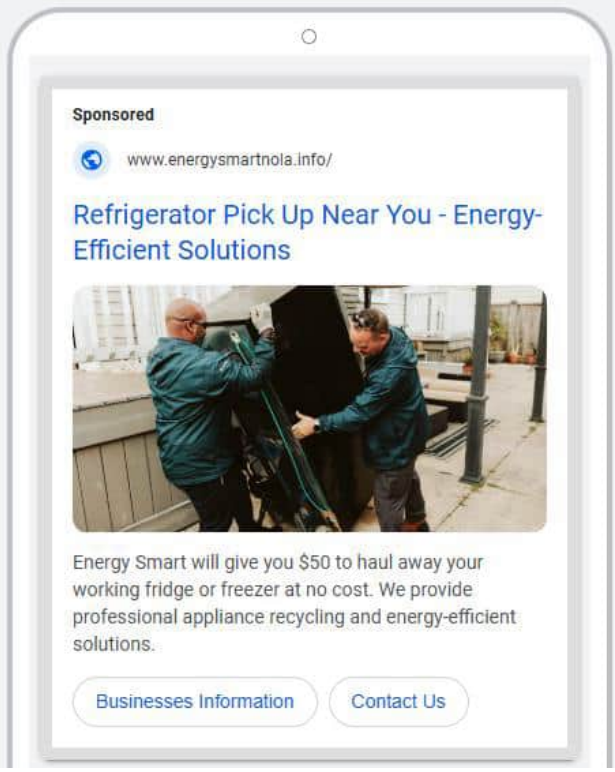
Organic Social

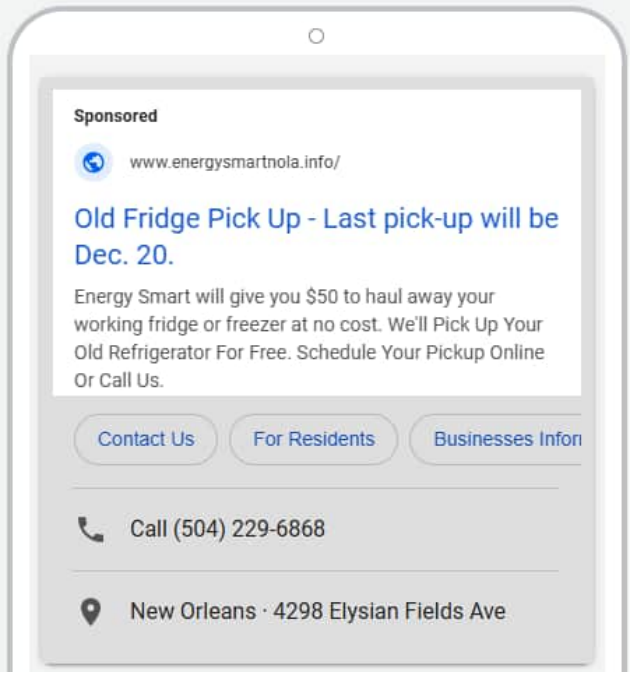

Entergy New Orleans
May 27 at 10:00 AM
Are you an Entergy New Orleans residential customer looking to get rid of an outdated refrigerator or freezer?
✓ Energy Smart will haul your working fridge or freezer for free and give you $50.
Schedule your free in-home pickup or call 504-229-6868.
http://enter.gy/6189dLpTT

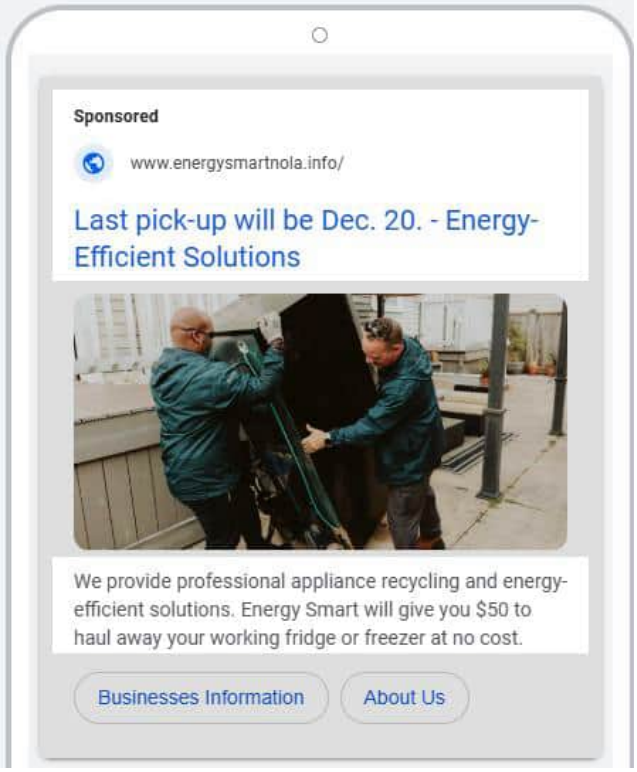

Entergy New Orleans
22 hours ago
Have you recently purchased a new fridge or freezer?
Energy Smart will give you $50 to haul away your old working fridge or freezer!
Click to schedule your free in-home pickup.
ENERGYSMARTNOLA.INFO
Appliance Recycling
Looking to get rid of an outdated refrigerator or freezer? Energy S...


Entergy New Orleans
June 22 at 3:30 PM
⁉ Have you recently purchased a new fridge or freezer? Energy Smart will give you $50 to haul away your old working fridge or freezer!
Click to schedule your free in-home pickup.
ENERGYSMARTNOLA.INFO
Appliance Recycling
Looking to get rid of an outdated refrigerator or freezer? Energy S...

Paid Search Ads



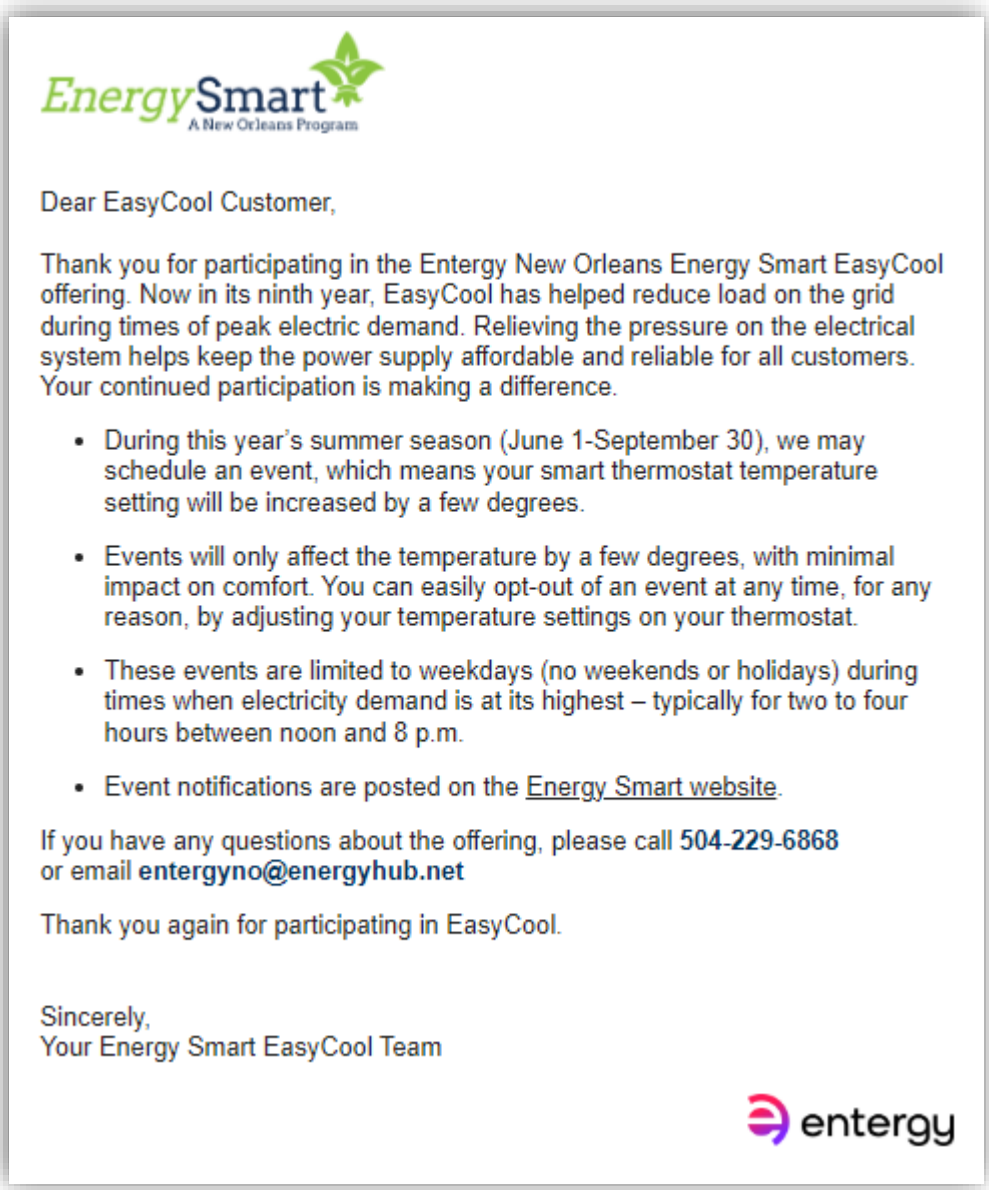




Appliance Recycling Landing Page



EasyCool
Pre-season letter



EnergySmart
A New Orleans Program

Dear EasyCool Customer,

Thank you for participating in the Entergy New Orleans Energy Smart EasyCool offering. Now in its ninth year, EasyCool has helped reduce load on the grid during times of peak electric demand. Relieving the pressure on the electrical system helps keep the power supply affordable and reliable for all customers. Your continued participation is making a difference.

- During this year's summer season (June 1-September 30), we may schedule an event, which means your smart thermostat temperature setting will be increased by a few degrees.
- Events will only affect the temperature by a few degrees, with minimal impact on comfort. You can easily opt-out of an event at any time, for any reason, by adjusting your temperature settings on your thermostat.
- These events are limited to weekdays (no weekends or holidays) during times when electricity demand is at its highest – typically for two to four hours between noon and 8 p.m.
- Event notifications are posted on the Energy Smart website.

If you have any questions about the offering, please call **504-229-6868** or email **entergyno@energyhub.net**

Thank you again for participating in EasyCool.

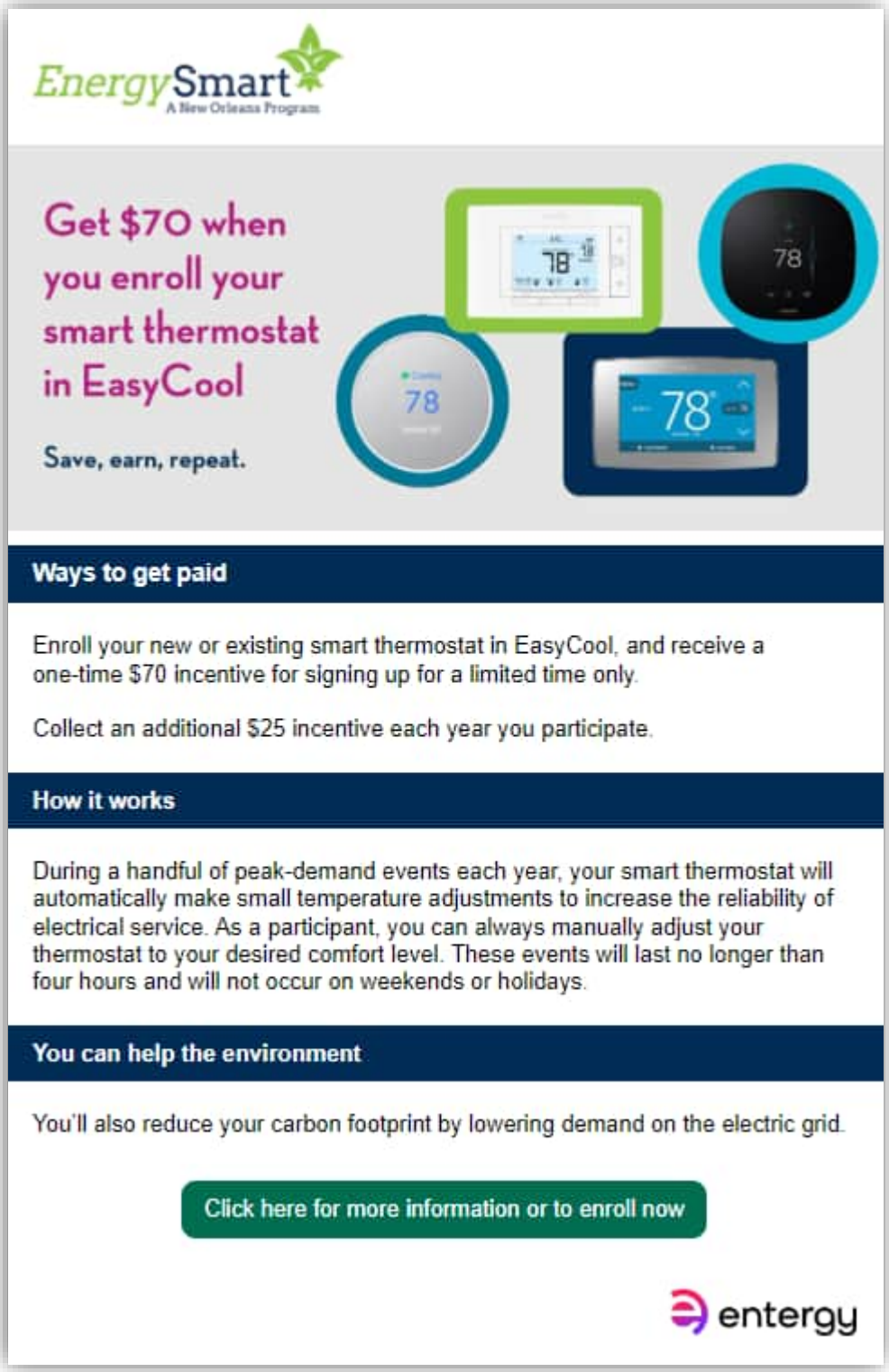
Sincerely,
Your Energy Smart EasyCool Team

entergy

Earth Day Bonus Email Lead Generation



Earth Day Bonus: Week 2 Did Not Click Remarket



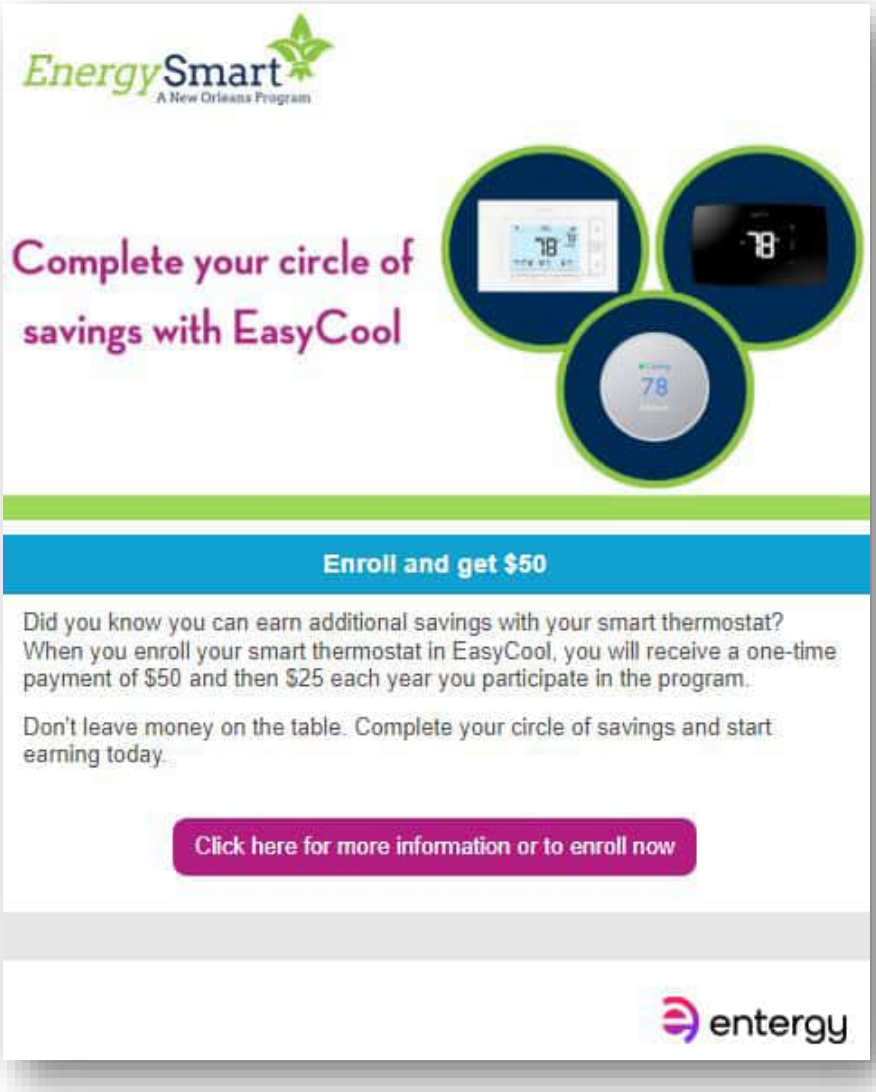
Earth Day Bonus New Creative/Messaging



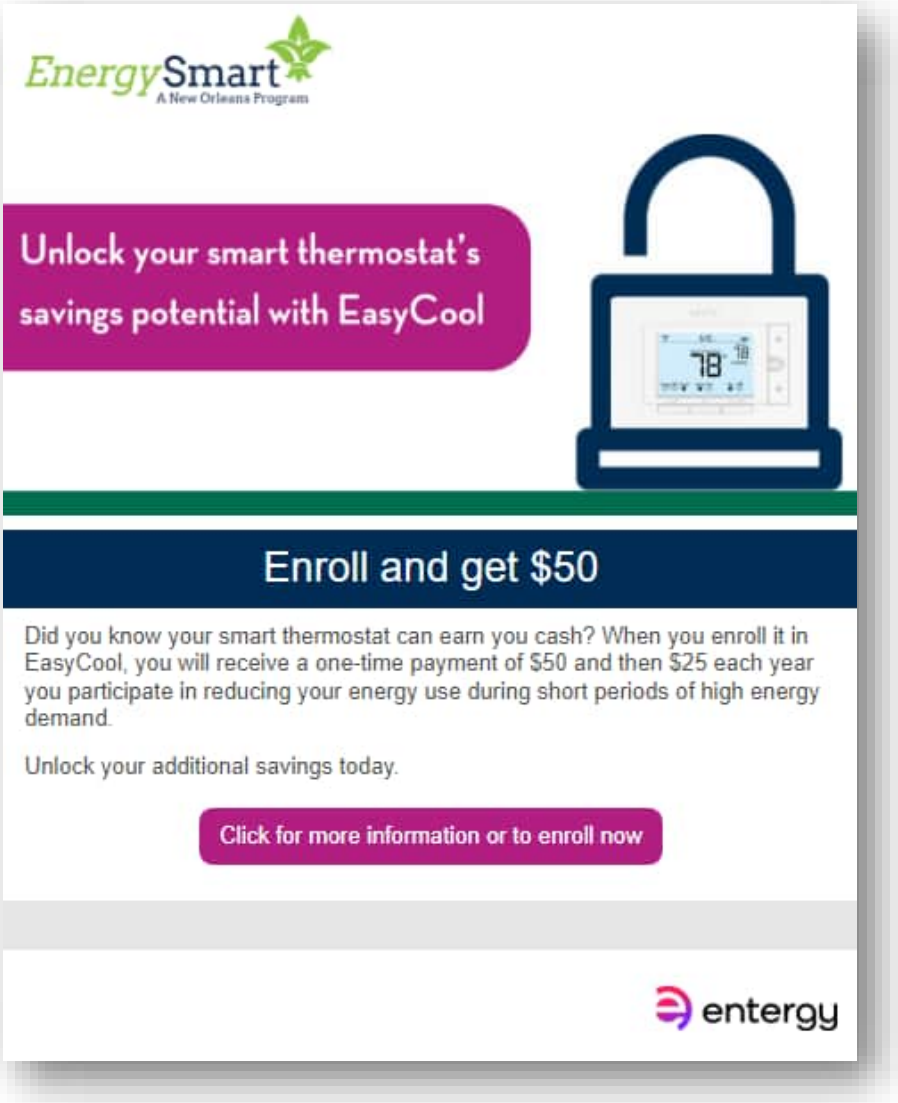
Earth Day Bonus Email: Final Chance



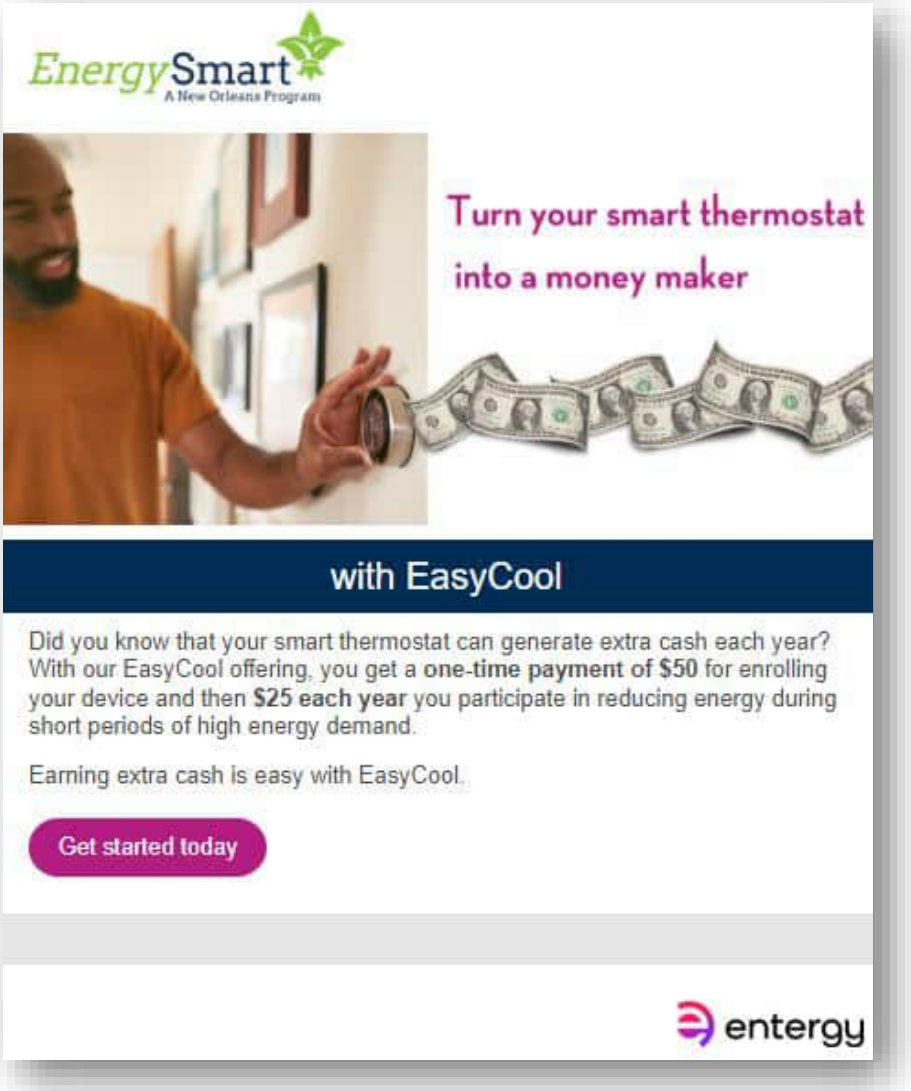
August 17, 2024 Email



September 9 and 19, 2024 Email

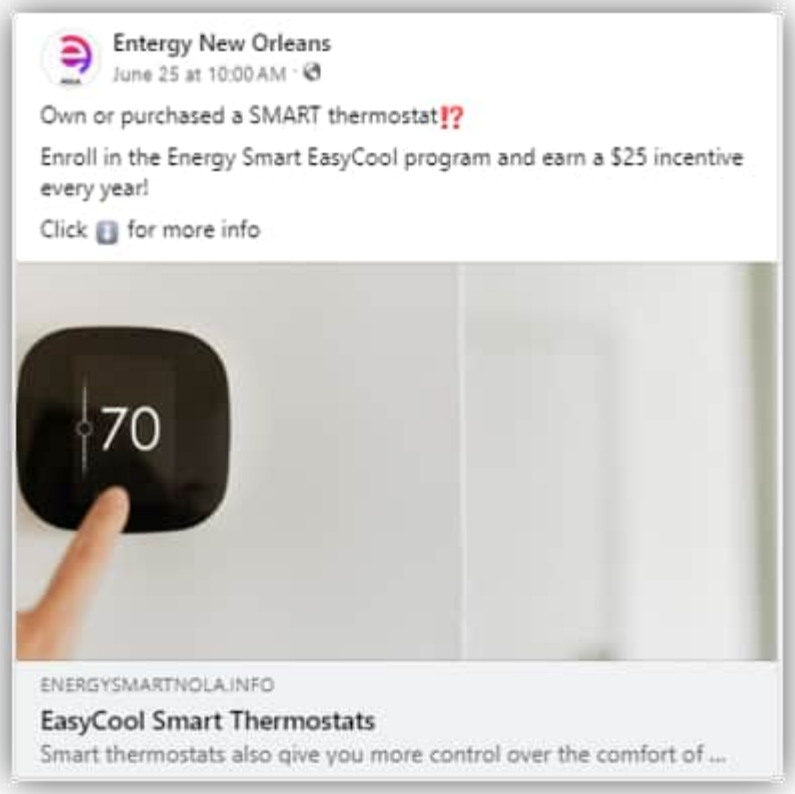


October 21 and 28, 2024



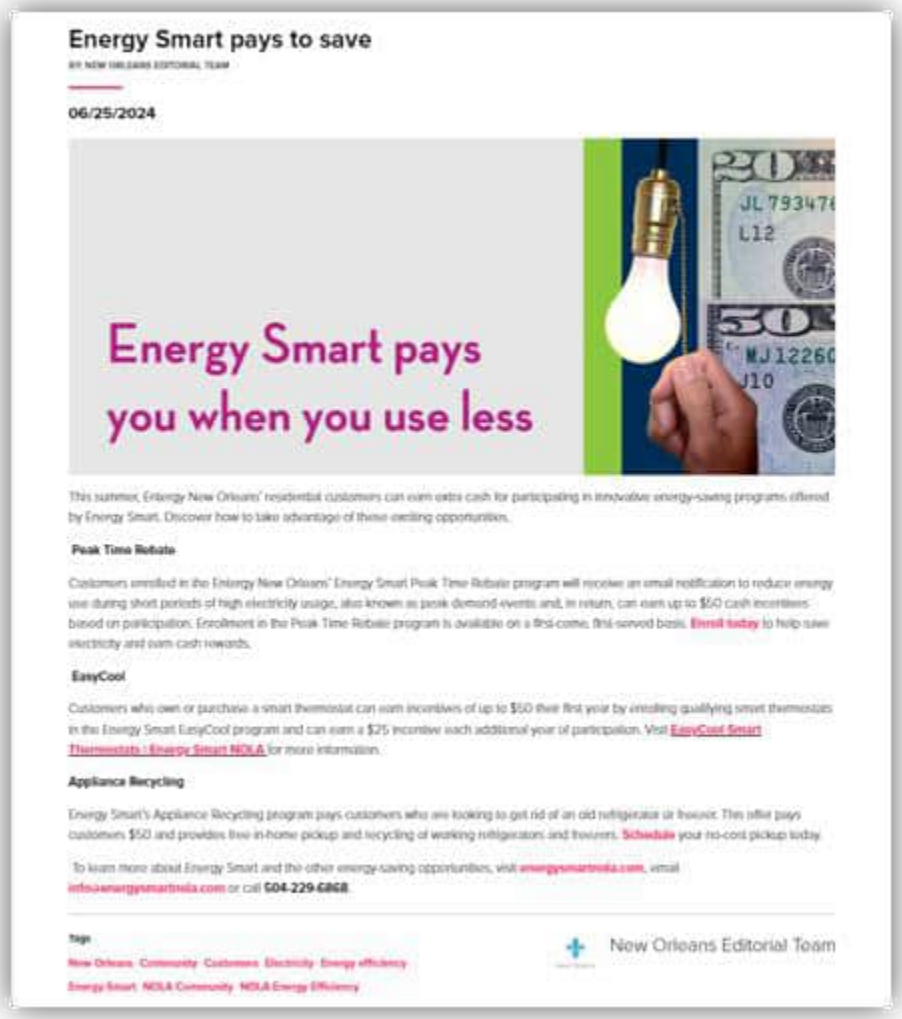
Organic social






Entergy New Orleans
June 26 at 9:00 AM
Own or purchased a SMART thermostat!?
Enroll in the Energy Smart EasyCool program and earn a $25 incentive every year!
Click for more info... See more
Easy cash with EasyCool
Save, earn, repeat.

Blog Post Appliance Recycling, EasyCool and Peak Time Rebate



Energy Smart pays to save

06/25/2024

Energy Smart pays you when you use less

This summer, Entergy New Orleans' residential customers can earn extra cash for participating in innovative energy-saving programs offered by Energy Smart. Discover how to take advantage of these exciting opportunities.

Peak Time Rebate

Customers enrolled in the Entergy New Orleans' Energy Smart Peak Time Rebate program will receive an email notification to reduce energy use during short periods of high electricity usage, also known as peak demand events and, in return, can earn up to $60 cash incentives based on participation. Enrollment in the Peak Time Rebate program is available on a first-come, first-served basis. Enroll today to help save electricity and earn cash rewards.

EasyCool

Customers who own or purchase a smart thermostat can earn incentives of up to $50 their first year by enrolling qualifying smart thermostats in the Energy Smart EasyCool program and can earn a $25 incentive each additional year of participation. Visit EasyCool Smart Thermostats | Energy Smart NOLA for more information.

Appliance Recycling

Energy Smart's Appliance Recycling program pays customers who are looking to get rid of an old refrigerator or freezer. This offer pays customers $50 and provides free in-home pickup and recycling of working refrigerators and freezers. Schedule your no-cost pickup today.

To learn more about Energy Smart and the other energy-saving opportunities, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.

Tags

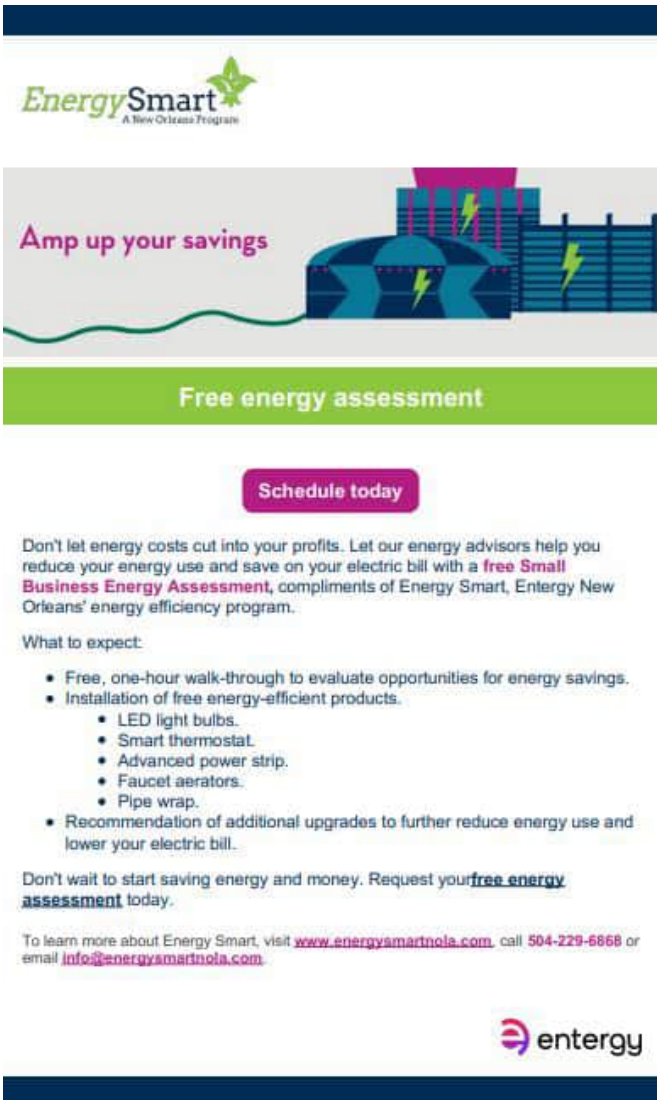
New Orleans Community Customers Electricity Energy efficiency Energy Smart NOLA Community NOLA Energy Efficiency

New Orleans Editorial Team

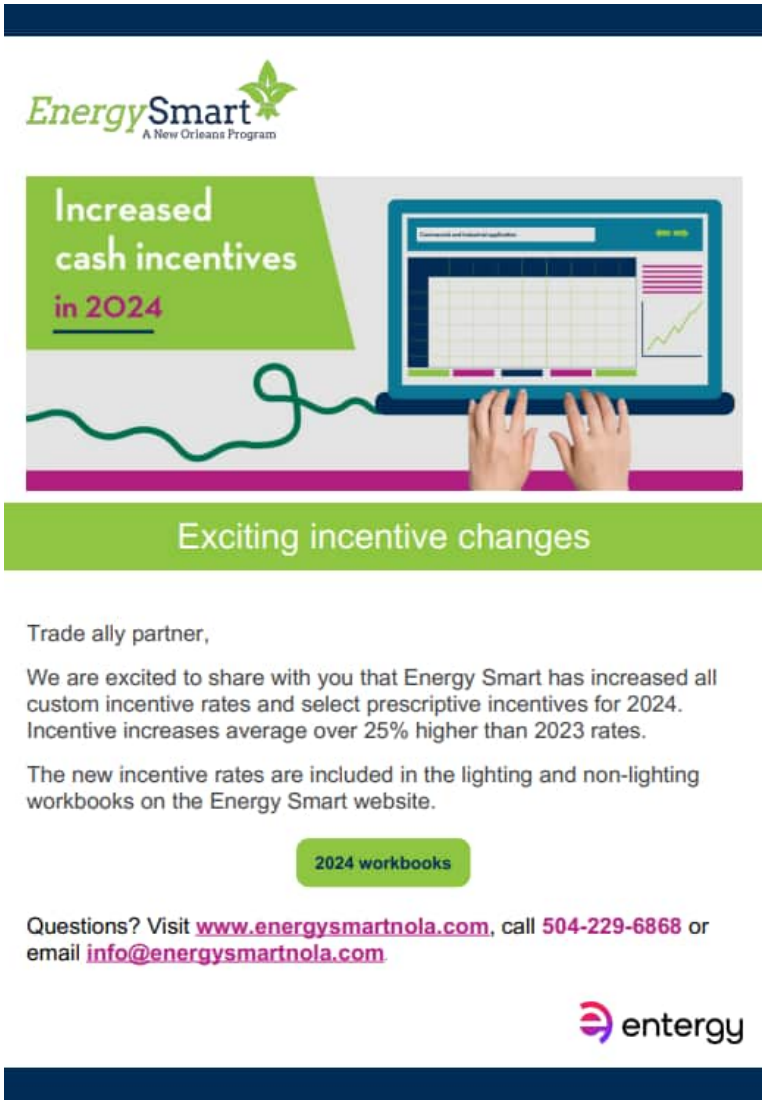
Commercial & Industrial Marketing Assets

Emails

Small Business Energy Assessment January 15


EnergySmart
A New Orleans Program
Amp up your savings
Free energy assessment
Schedule today
Don't let energy costs cut into your profits. Let our energy advisors help you reduce your energy use and save on your electric bill with a free Small Business Energy Assessment, compliments of Energy Smart, Entergy New Orleans' energy efficiency program.
What to expect:
Free, one-hour walk-through to evaluate opportunities for energy savings.
Installation of free energy-efficient products.
LED light bulbs.
Smart thermostat.
Advanced power strip.
Faucet aerators.
Pipe wrap.
Recommendation of additional upgrades to further reduce energy use and lower your electric bill.
Don't wait to start saving energy and money. Request yourfree energy assessment today.
To learn more about Energy Smart, visit www.energysmartnola.com, call 504-229-6868 or email info@energysmartnola.com.
entergy

Increased Incentive January 17



January 29 Get Your Share Email



EnergySmart
A New Orleans Program

Get your share of the Energy Smart Fund

Not sure how to fund your next energy-saving upgrade? Let Energy Smart, Entergy New Orleans' energy efficiency program, help pay for it through the Energy Smart Fund.

The **Energy Smart Fund** for 2024 **is $9 million**. Don't miss out on getting your share. To date, close to $2 million has been claimed by local businesses for their projects.

Click the button below and tell us what type of energy-saving projects you are considering, and our energy advisors will help you maximize the available cash incentives.

Project request

Visit **www.energysmartnola.com/businesses** for other business offerings.

To learn more about Energy Smart, visit **www.energysmartnola.com**, call **504-229-6868** or email **info@energysmartnola.com**.

entergy

March 20 Let the Good Times Roll Email



EnergySmart
A New Orleans Program

Laissez les bons temps rouler

with energy savings for your business

Free energy assessments
exclusively for small business customers

Schedule today

Let the good times roll with Energy Smart, Entergy New Orleans' energy - efficiency program. We're here to help you uncover ways to reduce your energy use, save on your electric bill and improve workplace comfort. Schedule your free energy assessment so you can start enjoying your savings.

What to expect:

- Free, one-hour walk-through to evaluate opportunities for energy savings.
- Installation of free energy-efficient products.
  - LED light bulbs.
  - Smart thermostat.
  - Advanced power strip.
  - Faucet aerators.
  - Pipe wrap.
- Recommendation on additional upgrades to further reduce energy use and lower your electric bill.

Click **free energy assessment** to learn how to start saving today.

To learn more about Energy Smart, visit www.energysmartnola.com, call 504-229-6868 or email info@energysmartnola.com.

entergy

April 2 Dialed Up Incentives Email



EnergySmart
A New Orleans Program

We've dialed up incentive rates

Permanently on all custom and select prescriptive rates

You read that correctly. We have permanently increased all custom and select prescriptive incentive rates for 2024.

Nearly every lighting measure received a permanent incentive rate increase.

- Average of 36% increase for large commercial prescriptive lighting rates.
- Average of 41% for small commercial prescriptive lighting incentives.

These new incentive rates replace the old promotional bonus incentives offered in years past.

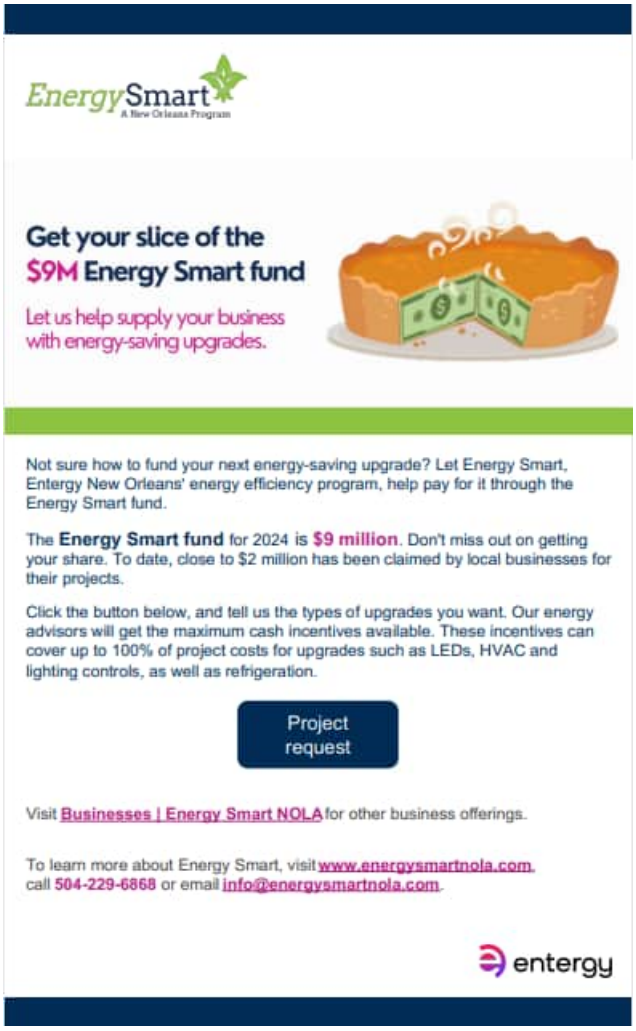
Don't wait. Submit your applications now to secure your share of the $9M Energy Smart Fund. To date, over $2M has been allocated for energy-saving upgrades.

2024 workbooks

Questions? Visit www.energysmartnola.com, call 504-229-6868 or email info@energysmartnola.com

entergy

April 9 Get Your Slice Email



EnergySmart
A New Orleans Program

Get your slice of the $9M Energy Smart fund

Let us help supply your business with energy-saving upgrades.

Not sure how to fund your next energy-saving upgrade? Let Energy Smart, Entergy New Orleans' energy efficiency program, help pay for it through the Energy Smart fund.

The **Energy Smart fund** for 2024 is **$9 million**. Don't miss out on getting your share. To date, close to $2 million has been claimed by local businesses for their projects.

Click the button below, and tell us the types of upgrades you want. Our energy advisors will get the maximum cash incentives available. These incentives can cover up to 100% of project costs for upgrades such as LEDs, HVAC and lighting controls, as well as refrigeration.

Project request

Visit Businesses | Energy Smart NOLA for other business offerings.

To learn more about Energy Smart, visit www.energysmartnola.com, call 504-229-6868 or email info@energysmartnola.com.

entergy

May 14 A/C Tune-Up Cash Incentives Email

EnergySmart
A New Orleans Program



Cash incentives for A/C tune-ups

Get your business summer ready with an A/C tune-up. Energy Smart has significantly increased incentives to jump-start your summer savings.

Minimum capacity (tons)	Maximum capacity (tons)	Tune-up incentives
1.5	3.5	$225
4	5	$275
6	10	$450
11	15	$650
16	25	$800
26	30	$850
31	50	$1,400
51	80	$2,000
80+	-	$2,500

Click here for a list of Energy Smart trade ally contractors.

Already have a reliable A/C contractor? Request tune-up requirements and application before your A/C contractor performs the tune-up.

Request form

To learn more about Energy Smart, visit www.energysmartnola.com, call 504-229-6868 or email info@energysmartnola.com.

entergy

May 28 HVAC Tune-Up Email



EnergySmart
A New Orleans Program

Cash incentives
for an A/C tune-up

Jump-start your summer energy savings

As outside temps start to rise, make sure your indoor temps do not. Ensure the comfort of your employees and customers, while lowering your utility cost, with an A/C tune-up.

Don't wait until your system is running inefficiently - or worse yet - not at all. Utilize our increased A/C tune-up cash incentives to jump-start your summer energy savings. Incentives range between $225 and $2,500.*

*Incentives based on unit's tonnage capacity.

Inquire today

Need a contractor? Click here for a list of Energy Smart trade ally contractors.

Already have a reliable A/C contractor? Request tune-up requirements and application before your contractor performs the tune-up.

To learn more about Energy Smart, visit www.energysmartnola.com, call 504-229-6868 or email info@energysmartnola.com.

entergy

May 28 TA Sales Training Event Email

EnergySmart
A New Orleans Program

You're invited

Trade ally sales training

hosted by the LSU Professional Sales Institute

Monday, May 28, 2024
8:30-11:30 a.m.
Breakfast will be served, starting at 8 a.m.

Delgado Community College
Student Life Center (campus building 23)
Lac Maurepas Room on 2nd floor
615 City Park Avenue
New Orleans, LA 70119



P. Greg Accardo
Director, Instructor and Professional Sales Advisor
Professional Sales Institute



Nawar Chaker, Ph.D.
Assistant Professor and Director of Research
Professional Sales Institute

Please register by May 22, 2024, at energysmartsales.eventbrite.com.

Kevin.Fitzwilliam@aptim.com energysmartnola.com

Energy Smart invites you to an interactive sales training on Monday, May 28, 2024, at Delgado Community College. Learn about:

- Creating and delivering value.
- Prospecting and qualifying opportunities.
- Giving consultive presentations.
- Addressing customer objections.
- Gaining customer commitment.
- Nurturing customers for long-term relationships.
- LSU Sales Institute's network of students and alumni, many of whom are pursuing careers in technical sales.

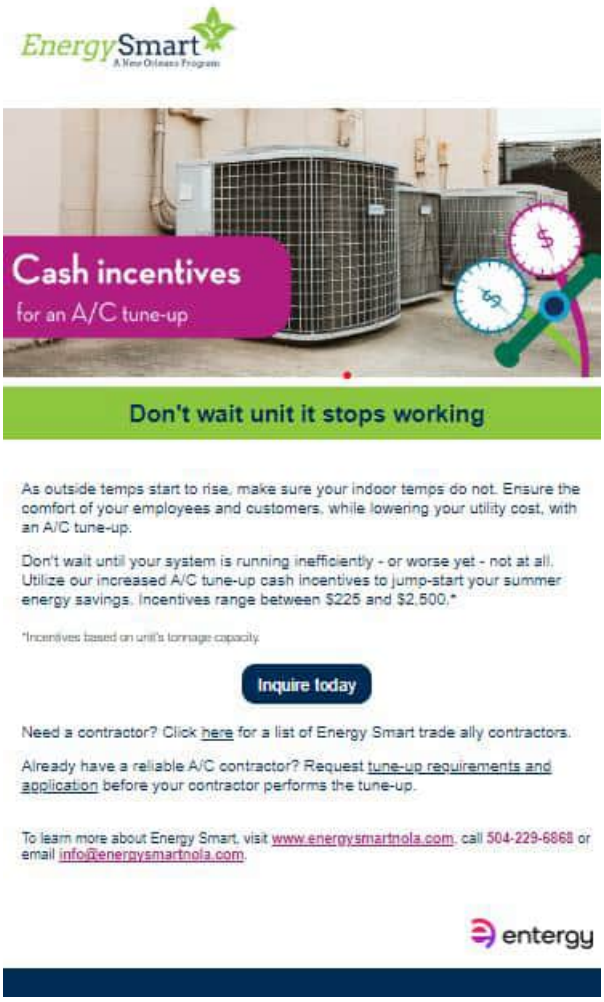
A full breakfast will be served, starting at 8 a.m.

RSVP by May 22

Questions? Contact Kevin Fitzwilliam at kevin.fitzwilliam@aptim.com.

entergy

June 4 HVAC Tune-Up Email



June 11 HVAC Tune-Up Email



Paid Digital Ads














EnergySmart
A New Orleans Program
Conrad Chura
Owner, Wakin' Bakin'
"They helped me lower my energy utility costs."
We want to help your New Orleans business save on its bottom line.
Learn how you can save
entergy
EnergySmart
A New Orleans Program
Conrad Chura
Owner, Wakin' Bakin'
"It could not have been any easier."
We want to help your New Orleans business save on its bottom line.
Learn how you can save
entergy


EnergySmart
Make energy-saving upgrades to your business, and beat the summer heat
Courtesy of the $9M Energy Smart fund.
Claim your share today
entergy


EnergySmart
A New Orleans Program
Beat the summer heat with energy-saving upgrades to your business
Courtesy of the $9M Energy Smart fund.
Request a consultation
entergy

Animated Video for Small Business Energy Assessment



SBEA-Animation-30
s-Final (1) (1).mp4

Wakin' Bakin' Customer Testimonial Video



Energy Smart + Wakin' Bakin' on Vimeo

Digital Sponsored Article on NOLA.com

Energy Smart program helps New Orleans cafe improve efficiency, preserve historic charm and boost the bottom line

BY AMANDA MCELFRESH | BRANDED CONTENT SPECIALIST · May 15, 2024 · 2 min to read





Sponsored Content

This article is brought to you by Energy Smart.

Crystal and Conrad Chura love the fact that both the French Quarter and Mid-City locations of their Wakin' Bakin' restaurants are in older buildings. The historic nature of the structures brings a sense of character and charm that could never be replicated. But, it also means that the buildings were not originally designed with modern energy usage in mind.

"We know our energy system can be fragile, especially in the tough summer months," Crystal Chura said. "There is a strain on everything. That is even more of the case in buildings like ours that have been here for so long."





Provided photo



However, the Churas have been able to protect the integrity of the buildings while making changes to improve their energy efficiency and save money. Last year, a New Orleans nonprofit connected them to Energy Smart, a comprehensive energy-efficiency program designed to help Entergy New Orleans electric customers discover opportunities to reduce energy use, improve comfort in their homes and businesses, and save on their bills.

After an initial Energy Smart assessment, the Churas made small but meaningful changes at Wakin' Bakin', including the installation of smart thermostats and LED lights. Crystal Chura said the changes had no effect on the Wakin' Bakin' food or service, but did lead to immediate financial benefits, most notably lower electricity bills. Nearly 6,300 kilowatt-hours have been saved at both locations combined since the Energy Smart changes were made.

"It's been really valuable for us because any time we can find a way to reduce costs, that helps our business," she said. "The Energy Smart program introduced us to features we had no idea were even available. As small business owners, it can be hard for us to keep up on the latest technology and mitigating features that are on the market. We were really happy with the changes we could make immediately."

Chura added she and her husband expect the lower energy costs at Wakin' Bakin' to help them have more money to invest in their business in the future.

"That's money that is going back into our bottom line to reinforce our workforce, serve our customers and contribute to our community," she said.

Energy Smart assessments are free to business owners. During the walk-through, an energy advisor evaluates opportunities for energy savings. Following that, the advisor will install select energy-efficient measures and recommend additional projects that can be completed by an Energy Smart trade ally.



In many cases, smaller items like thermostats, faucet aerators and light bulbs are provided free of charge. If larger projects are needed, such as new air conditioners or pipe-wrapping, significant rebates are often available to help business owners save.

"Through the Energy Smart program, Wakin' Bakin' was able to utilize incentives to support their energy-saving upgrades," said Derek Mills, manager of Entergy New Orleans' demand-side management programs. "By making these upgrades, Wakin' Bakin' is taking important steps toward reducing energy consumption and saving money. We encourage other New Orleans restaurants and businesses to take advantage of the program to improve their efficiency and bottom line."



Provided photo

Chura added that the positive experience with Energy Smart has made the couple consider energy-efficient decisions while looking for a home and managing their business moving forward.



"The education and awareness help inform your choices. We're more mindful about making investments that will improve sustainability in the long run," she said.

For more information or to schedule an assessment, visit energysmartnola.com, email info@energysmartnola.com or call 504-229-6868.



Email Amanda McElfresh at amcelfresh@theadvocate.com

SECTIONS

- NEWS
- OPINION
- SPORTS
- ENTERTAINMENT/LIFE
- NEWSLETTERS
- GAMES

SERVICES

- CLASSIFIEDS
- SEARCH
- SUBSCRIBE | GROUPS
- DIGITAL ADVERTISING
- HELP/CONTACT US
- RSS FEEDS
- MEDIA KIT
- EEDITION
- CAREERS
- NEWS IN EDUCATION
- REVIEWING THE RECORD

OUR SITES

- OBITUARIES
- JOBS
- CELEBRATIONS
- NIE
- CLASSIFIEDS
- HOMES
- PETS
- ARCHIVES
- STORE

CONTACT INFORMATION

nola.com
840 St. Charles Avenue
New Orleans, LA 70130
Phone: 504-920-9922

News Tips:
nolanewstips@theadvocate.com

Other questions:
subscriberservices@theadvocate.com

Need help?

- Report a delivery issue
- Create a temporary stop
- Sign up for recurring payments
- Pay your bill
- Update your billing info

Sponsored Article in Times-Picayune



Ukraine's divisive mobilization law comes into force

New Russian push strains front-line troops

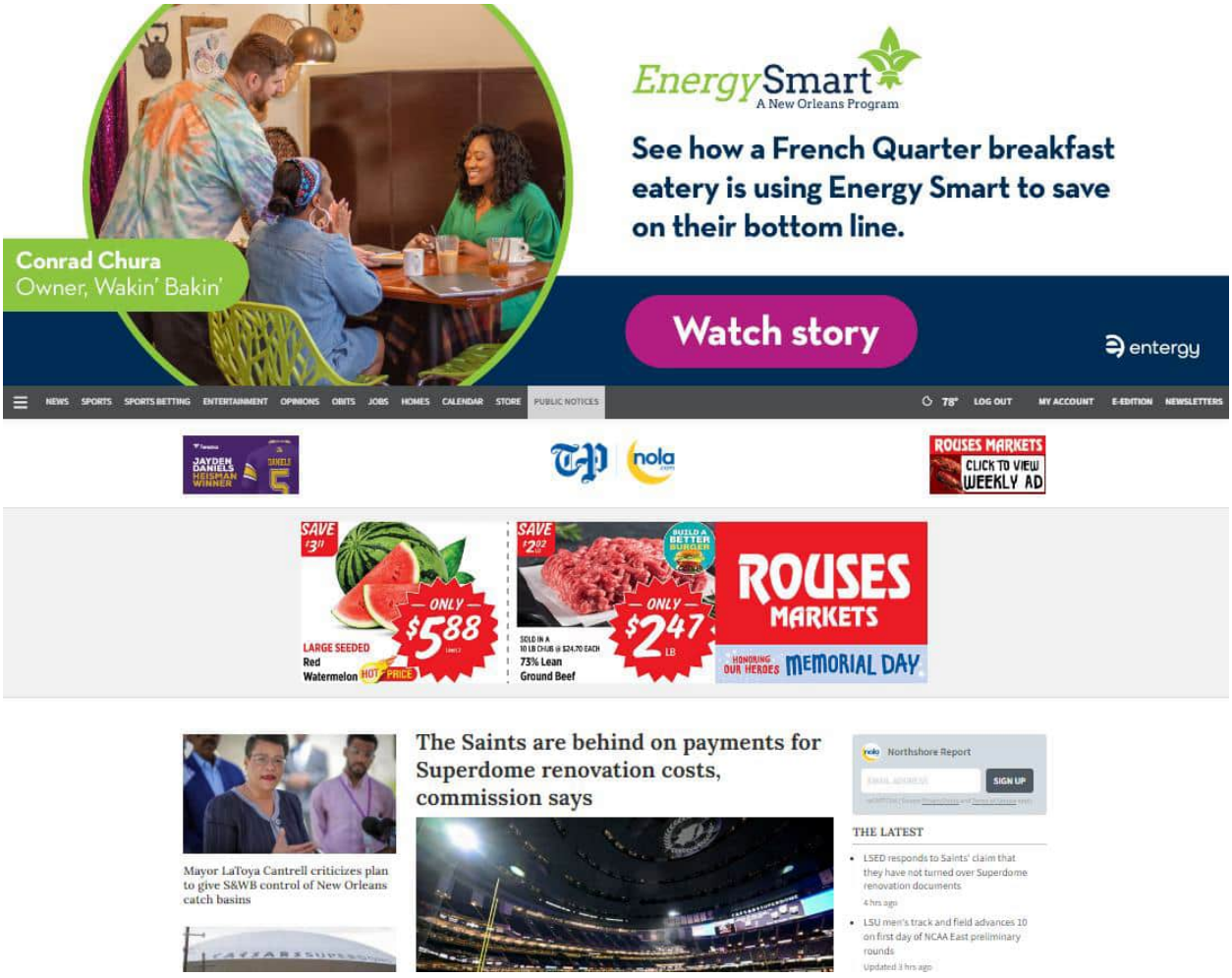
ROOF REPLACEMENT & REPAIRS
WE'LL BEAT ANY WRITTEN ESTIMATE!
30 YEAR NEW ROOF $4,950.00*
ACME EXTERIORS
504-913-6525
2500 Hound Blvd., Metairie, LA

Energy Smart program helps New Orleans cafe improve efficiency, preserve historic charm and boost the bottom line

Conrad Chura
Owner
Wakin' Bakin'
See how a French Quarter breakfast eatery is using Energy Smart to save on their bottom line.
Read story
entergy
energysmartnola.info | 504-339-6868

This E-Sheet® is provided as conclusive evidence that the ad appeared in The Advocate on the date and page indicated. You may not make derivative works, or in any way exploit or repurpose any content.

Wakin' Bakin' High Impact Unit on NOLA.com



NOLA Business Insider e-newsletter ad

The Times-Picayune | nola

NOLA BUSINESS INSIDER



Medicare Won't Cover Walk-In Tub (Do This Instead)
Trending In: Safe Walk-In Bath

Recommended by

Lawmakers move to give Citizens' customers a break



See how a French Quarter breakfast eatery is using Energy Smart to save on their bottom line.

Read story

EnergySmart

Recommended by



The Times-Picayune | nola.com

Sponsored Article in Biz New Orleans

Biz
NEW ORLEANS

BECOME AN INSIDER LOGIN

NEWS PODCAST PEOPLE EVENTS BIZ 500 BIZ LEADERS STOCKS MAGAZINE GET INVOLVED

This content is brought to you by our sponsors. Click here to learn more.

Partner Content

Entergy's Energy Smart Program Brings Cost Conscious Innovation to New Orleans

May 7, 2024 | By Jeremy Marshall



The Arbor Room - City Park New Orleans

Offering comprehensive energy efficiency at no cost to the consumer, Entergy's Energy Smart program incentivizes Entergy New Orleans customers to perform energy-saving upgrades in their homes and businesses. Devised in 2010 by the New Orleans City Council and administered by Entergy New Orleans, this innovative initiative works with residents, business owners, facility managers, and trade ally contractors to identify opportunities and provide cash incentives for completing eligible upgrades with measurable/verifiable energy savings. As of 2024, the program has awarded $43.7 million in initiatives, served over 113,000 homes and businesses, and saved the city 350.3 kWh in power.

These incentives from the Energy Smart program can seem to almost be too good to be true, with as much as 100% of costs covered for qualified projects. Partnerships throughout the Greater New Orleans area have learned firsthand the value of this program and are spreading the good word about the long-term energy and monetary savings just waiting to be claimed.

One of Energy Smart's key trade allies is Synergy Building Solutions, a local New Orleans-area dealer that provides innovative, cost-effective control solutions and web-based facility automation across a spectrum of facility types. For the past six years, Synergy has partnered with the Energy Smart program to install building automation systems or upgrade existing systems into modern facilities.

"By partnering with trade allies like Synergy, we can help business owners uncover opportunities to reduce energy use and save on electric bills," said Derek Mills, manager of Entergy New Orleans' demand-side management programs. "We value the ongoing partnership with Synergy and all of the Energy Smart trade allies and appreciate their commitment to our customers. Together, we will continue to provide businesses with energy-saving solutions that help their bottom line and the environment."

One of Synergy's project focus areas is the revitalization of the City Park Conservancy and Arbor Room. A stunning event venue for weddings and corporate events, this fountain view space was in desperate need of an upgrade of its HVAC systems. While often these problems might have been left abandoned to siphon wasted energy, through the Energy Smart program, Synergy was contacted to tackle the issue with a long-term, energy-efficient solution.

"In the past, some decisions were made that seemed cost effective at the time without fully understanding the impact to the future says William Murphy, facilities manager for City Park. "But through our partnership with the Synergy and the Energy Smart program, now everything is getting more efficient, with fewer lasting issues. City Park is becoming more energy efficient, with HVAC replacements and upgrades now happening throughout the park."

With additional City Park projects currently underway, including upgrading the water features at City Putt, the Synergy/Energy Smart program has led to massive improvements and a desire for long-term partnership.

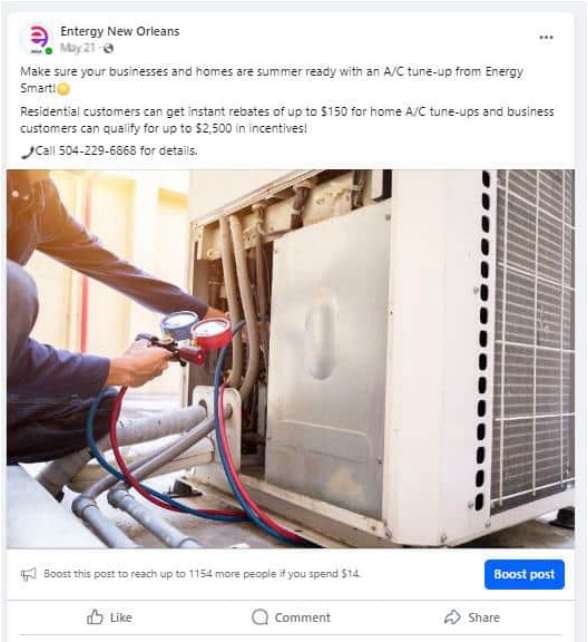
"Overall, it has been an excellent working relationship," says Murphy. "We would be ready to partner up again anytime."

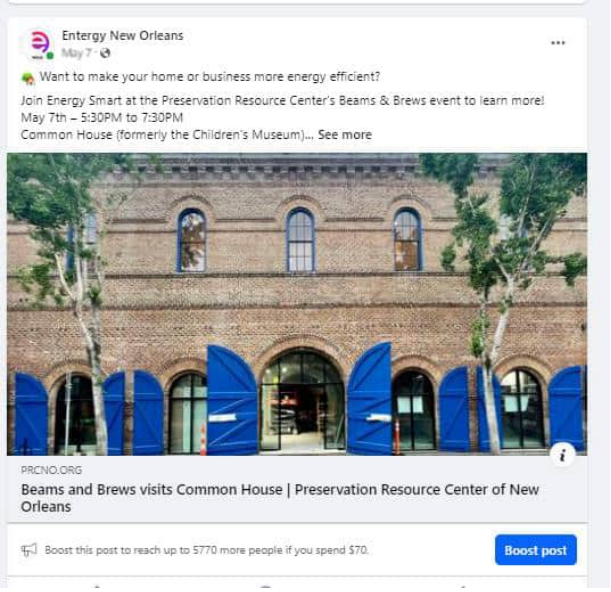
To learn more about the Energy Smart program and how your home or business can benefit from these incredible savings, visit energysmartnola.info, and find out how you can apply.

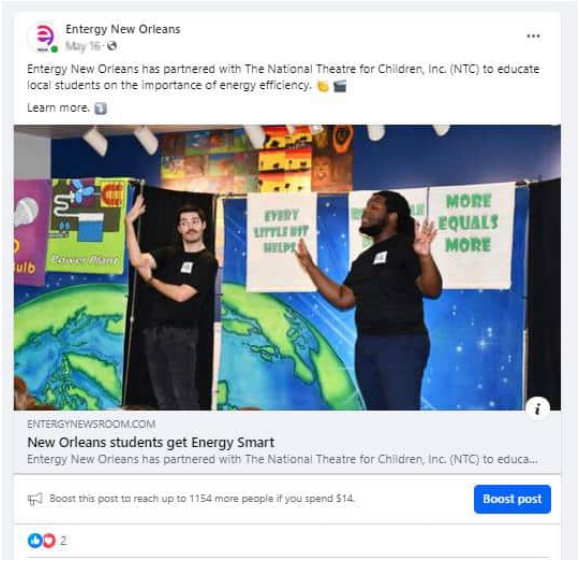
EnergySmart
A New Orleans Program

entergy

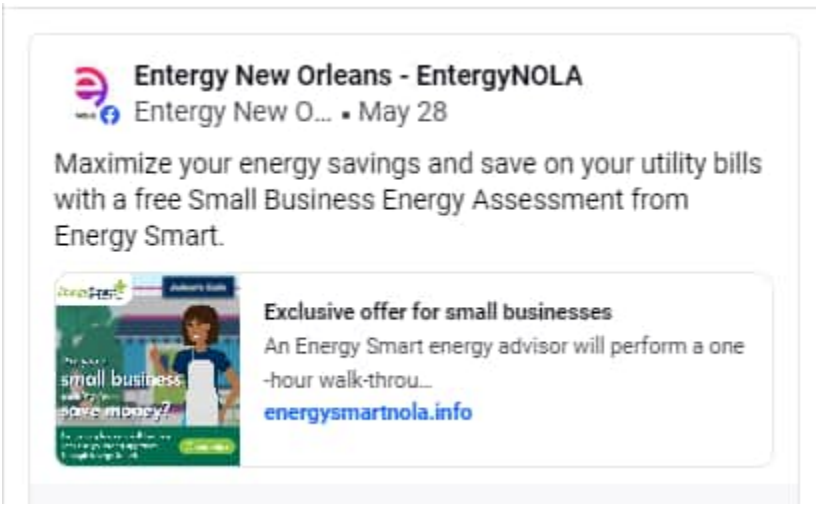
Organic social



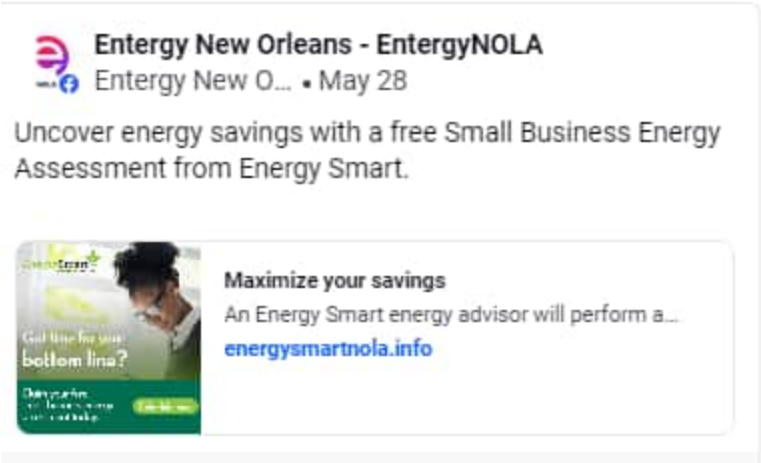




Paid Social


Entergy New Orleans - EntergyNOLA
Entergy New O... • May 28
Maximize your energy savings and save on your utility bills with a free Small Business Energy Assessment from Energy Smart.
small business
save money?
Exclusive offer for small businesses
An Energy Smart energy advisor will perform a one -hour walk-throu...
energysmartnola.info


Entergy New Orleans - EntergyNOLA
Entergy New O... • May 30
Let Energy Smart help fund your companies energy-savings project.
$9M Energy Smart fund
Energy Smart helps businesses save money wh...
energysmartnola.info



Earned Media

Downtown Development District e-newsletter

GET YOUR BUSINESS READY FOR SUMMER
WITH ENERGY SMART



Memorial Day Weekend is here, marking the unofficial summer start in New Orleans. Ensure your business is ready for the heat and that your A/C units are running efficiently with an HVAC tune-up from Energy Smart.

Energy Smart has significantly increased its incentives on A/C and heat pump tune-ups for Entergy New Orleans business customers. Incentives start at $225 and cap at $2,500 per unit,

owser.

Memorial Day Weekend is here, marking the unofficial summer start in New Orleans. Ensure your business is ready for the heat and that your A/C units are running efficiently with an HVAC tune-up from Energy Smart.

Energy Smart has significantly increased its incentives on A/C and heat pump tune-ups for Entergy New Orleans business customers. Incentives start at $225 and cap at $2,500 per unit, depending on the unit's tonnage.

HVAC tune-ups increase energy efficiency, decrease energy bills, and create comfort for your employees, customers, or tenants.

Interested in working with Energy Smart this summer? Click HERE for a list of trade ally contractors.

For additional inquiries, visit www.energysmartnola.com, call 504-229-6868, or email info@energysmartnola.com.

New Orleans & Company member e-newsletter

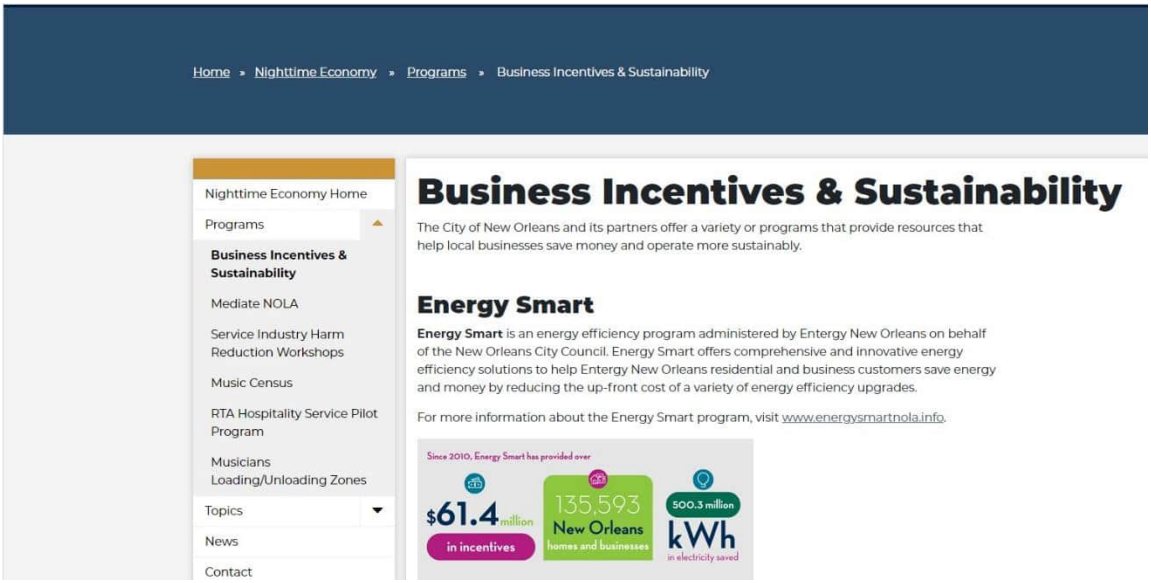


Energy Smart

Get your share of the $9M Energy Smart fund for your next energy-saving upgrade. Cash incentives are available for lighting and non-lighting equipment upgrades. Whether you want to upgrade to LED lights or install efficient HVAC and HVAC control systems, contact Energy Smart to see how much your project can be covered with cash incentives.

Read More >>

Mayor's Office of Nighttime Economy Website



Verite News Media



From our partners

Entergy's Energy Smart Program Brings Cost Conscious Innovation to New Orleans

Paid for by Entergy, Written by Jeremy Marshall

Read more.





Advertisement

From Our Partners



Free Hospitality Health Fair

Wednesday, June 12 | 10 am - 5 pm

@ Fillmore New Orleans | 6 Canal Street



Advertisement

Program Collateral

C&I Overview



Commercial and Industrial offerings

Energy Smart is Entergy New Orleans' energy efficiency program that incentivizes customers to perform energy-saving upgrades in their facilities. The program works with business owners, facility managers and trade ally contractors to identify opportunities and provide cash incentives for completing eligible upgrades with proven energy savings.



Incentives are available for equipment upgrades that result in a verifiable electric usage reduction, such as:

- Lighting and lighting controls.
- HVAC replacement and controls.
- A/C, heat pump and chiller tune-ups.
- Commercial kitchen equipment.
- Building automation systems.
- Compressed air systems.

Energy-efficient upgrades can help your business:

- Increase comfort for customers and employees.
- Lower maintenance costs with longer-lasting, high-quality technology.
- Increase occupancy rates.
- Increase asset value.

Per-project incentive cap

$200,000

Annual customer incentive cap

$600,000

Across all projects and accounts.

Follow these few steps to start saving today.

1. Contact Energy Smart to learn if pre-approval is required.
2. Prepare application submittals and complete work.
3. Receive incentive check.

Visit **energysmartnola.com**, email **info@energysmartnola.com**, **scan the QR code** or call **504-229-6868**.

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2018 Entergy Services, LLC. All Rights Reserved.

EnergySmart
A New Orleans Program

Offering information

Energy Smart is available to all Entergy New Orleans electric customers including:
Small businesses | Non-profit organizations | Large commercial and industrial facilities | Publicly funded institutions

Prescriptive incentives

Prescriptive incentives are paid a pre-defined amount per unit for certain measures in the following categories:

- Lighting and lighting controls.
- HVAC and HVAC controls.
- Refrigeration equipment.
- Commercial kitchen equipment.

Custom incentives

Custom incentives are paid based on the estimated energy savings, customer size and project type as follows:

- 12.5 cents per kWh saved for **custom lighting** projects in facilities with peak demand >100 kW (large commercial).
- 15 cents per kWh saved for **custom lighting** projects in facilities with peak demand <100 kW (small commercial).
- 15 cents per kWh saved for all **custom non-lighting** projects.

☐	Check if the equipment you plan to install is on the prescriptive incentive list at **energysmartnola.com**. If not, the project will be custom.	Pre-approval is required for all custom projects. Submit your Application Package including custom energy savings calculations to **commercialapps@energysmartnola.com**.
☐	Scope out the project and complete the Lighting or Non-lighting Workbook to determine the estimated incentive value. You may download the Workbooks at **energysmartnola.com**.	Pre-installation site visit will be performed by the Energy Smart team.
☐	If estimated incentive value is greater than $5,000, pre-approval will be required. Submit your Application Package to **commercialapps@energysmartnola.com**. You must receive pre-approval prior to purchasing equipment.	Once approved, project installation may begin.
☐	If estimated incentive is less than $5,000, pre-approval is not required. You may submit your application package including final invoice to **commercialapps@energysmartnola.com**.	Once complete, submit customer-signed Project Completion Notice and final invoice(s) to **commercialapps@energysmartnola.com**.

Program performs post-review and site inspection. Once complete, the incentive payment is approved.

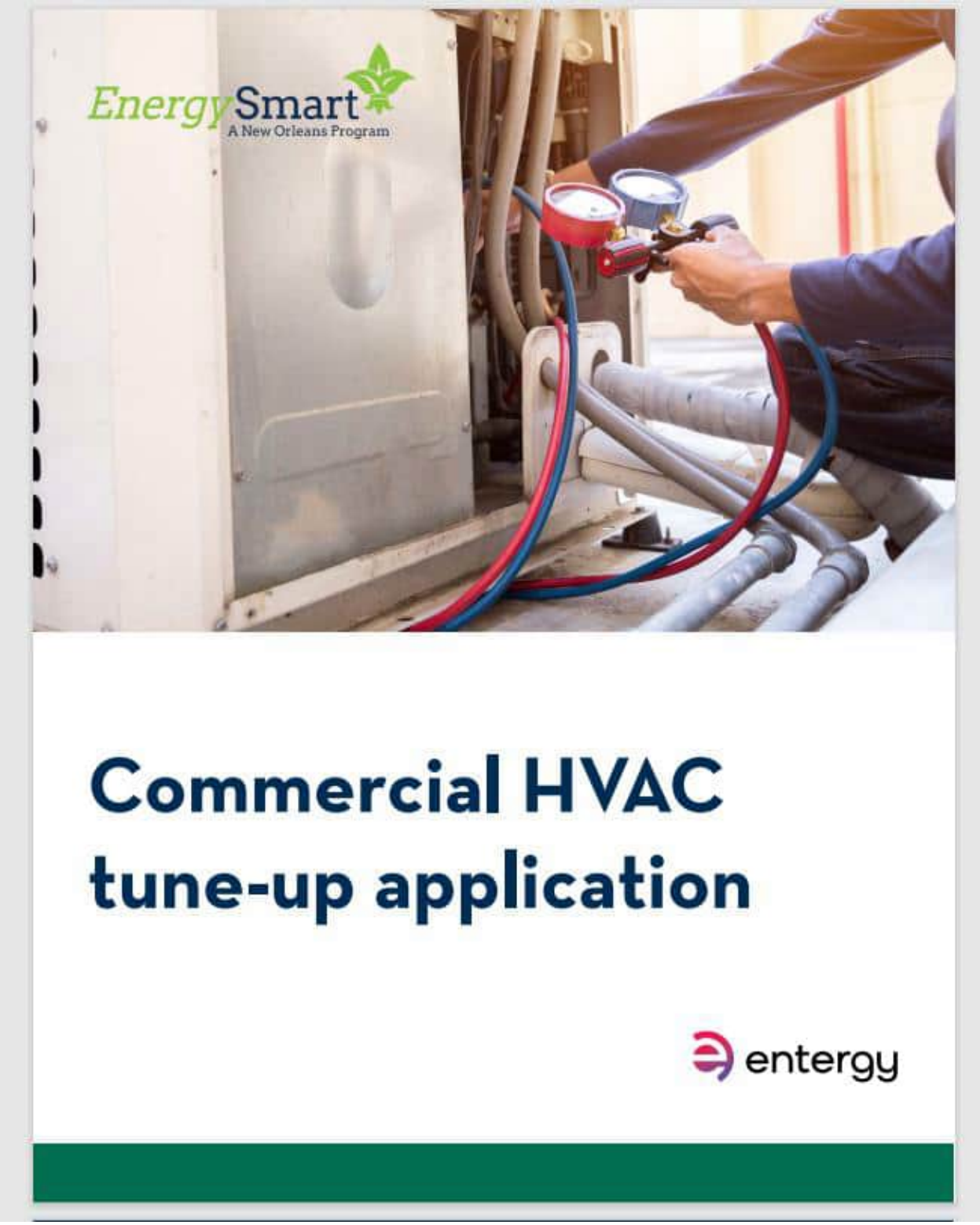
Customer application package includes:

- ☐ Completed Energy Smart Workbook (lighting and/or non-lighting).
- ☐ Entergy New Orleans electric bill for primary account at job site location.
- ☐ Cut sheets or manufacturer's specification sheets for all proposed equipment.
- ☐ Detailed project proposal/estimate.
  - ☐ Photos of existing equipment.
  - ☐ W9 for incentive payee.

energysmartnola.com | info@energysmartnola.com | 504-229-6868

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy


EnergySmart
A New Orleans Program
Commercial HVAC
tune-up application
entergy

EnergySmart
A New Orleans Program

Application overview

Before you apply:

Verify customer eligibility

- All commercial customers that receive electric service from Entergy New Orleans, LLC are eligible to receive tune-up incentives.
- Individual A/C and heat pump units are eligible for tune-up incentives once every 10 years or once every five years for chiller tune-ups.
- Review the Terms and Conditions within this document or view online at **energysmartnola.com/businesses/terms**.

Submit your application:

Email your application and all supporting documentation to **commercialapps@energysmartnola.com**. Please retain a copy of the application for your records.

A/C and heat pump tune-up rates:

Minimum capacity (tons)	Maximum capacity (tons)	Tune-up incentive
1.5	3.5	$225
4	5	$275
6	10	$450
11	15	$650
16	25	$800
26	30	$850
31	50	$1,400
51	80	$2,000
80+	-	$2,500

Chiller tune-up rates:

Chiller tune-up measure	Incentive	Unit
Tune-up of air-cooled chiller	$15	per ton
Tune-up of water-cooled chiller (reciprocating, rotary screw, scroll)	$9	per ton
Tune-up of water-cooled chiller (centrifugal)	$9	per ton

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Project application

Account and customer information

Has this Entergy account been opened within the last eight weeks?

☒ Yes ☐ No

Company name:

Legal address (as shown on company W-9):

City:

State: ZIP:

Customer contact information

Customer contact name:

Primary phone number:

Email address:

How did you hear about us? Check all that apply.

- ☐ Utility
- ☐ Trade ally
- ☐ Website
- ☐ Email
- ☐ Advertisement
- ☐ Other:

Job site information

Please refer to your utility bills for account numbers below.

Job site business name:

Electric account number:

- ☐ Job site address is same as legal address.
- ☐ Job site address is different (complete below).

Job site address:

City:

State: ZIP:

Trade ally contractor information

Trade ally contact name:

Primary phone number:

Email address:

Company name: Registered trade ally ☐ Yes ☐ No

Address:

City:

State: ZIP:

Payment information

A form W-9 is required for the payee.

Make incentive check payable to:

- ☐ Trade ally
- ☐ Customer

Tax entity:

Tax ID:

Mail check to:

- ☐ Legal address
- ☐ Alternate address (complete below)

Address:

City:

State: ZIP:

Attention to (if applicable):

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Project application

Property information

Select one property type that best describes your business:

- ☐ Assembly or entertainment/recreation
- ☐ College or university
- ☐ Fast food restaurant
- ☐ Full menu restaurant
- ☐ Grocery and convenience
- ☐ Health clinic or hospital
- ☐ Small office
- ☐ Large office
- ☐ Lodging
- ☐ Religious or faith-based
- ☐ Retail
- ☐ K-12 school
- ☐ Gas station
- ☐ Government
- ☐ Automotive services
- ☐ IT/data center
- ☐ Parking garage
- ☐ Industrial or manufacturing
- ☐ Warehouse
- ☐ Exterior
- ☐ Other: _____

Building heating and cooling system:

- ☐ A/C with electric resistance heat
- ☐ A/C with natural gas heat
- ☐ A/C with no heat
- ☐ Heat pump
- ☐ Unconditioned
- ☐ Not applicable

Water heating system type:

- ☐ Electric
- ☐ Natural gas
- ☐ Oil
- ☐ Propane
- ☐ Steam
- ☐ Other
- ☐ Not applicable

Year built: _____

Square footage: _____

Ownership: ☐ Rent ☐ Own ☐ Lease

Project background information

Total labor cost: _____

Installation completed date (mm/dd/yyyy): _____

Site photographs and a site inspection may be required by the program. A program representative may contact you to request this information and schedule an on-site visit.

Under penalty of perjury, I certify that:

I have read and agree to the provisions set forth herein and to the Terms and Conditions. I understand that Energy Smart may revise these Terms and Conditions at any time and I will not be notified in the event changes are made. To the best of my knowledge, the statements made on this application are complete, true and correct.

Customer signature: _____ Name (print): _____

Date: _____

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

A/C and heat pump tune-up

Please complete one form for each unit receiving the HVAC tune-up in the Energy Smart application package.

Unit information

Unit make:

Unit model number:

Unit serial number:

Unit capacity (Btu/hr; tonnage):

Approximate age of system:

Pre-/post- electric readings

Pre-voltage: Post-voltage:

Pre-amperage: Post-amperage:

Record readings before the tune-up (pre) and after tune-up (post).

System refrigerant charge

Nameplate charge (lb/oz):

Charge added (oz):

Charge removed (oz):

Duct leakage (if duct sealing)

Pre-CFM (@25 Pa):

Post-CFM (@25 Pa):

Total CFM25 reduction:

Required A/C and heat pump checklist

- ☐ Inspect and clean condenser, evaporator coils and blower.
- ☐ Inspect refrigerant level and adjust to manufacturer specifications.
- ☐ Measure the statis pressure across the cooling coil to verify adequate airflow, and adjust to manufacturer specifications.
- ☐ Inspect, clean or change air filters.
- ☐ Calibrate thermostat on/off set points on building occupancy.
- ☐ Tighten all electrical connections, and measure voltage and current on motors.
- ☐ Lubricate all moving parts, including motor and fan bearings.
- ☐ Inspect and clean the condensate drain.
- ☐ Inspect controls of the system to ensure proper and safe operation.

Incentives:

Incentives are tiered based on the specific capacity range of the individual equipment in scope. For HVAC DX (A/C and heat pump) tune-ups to be eligible for Energy Smart incentives, trade allies must:

- Perform test-in and test-out measurements of equipment voltage and amperage (current).
- Inspect and clean condenser, evaporator coils and blower.
- Inspect refrigerant level, and adjust to manufacturer specifications.
- Measure the static pressure across the cooling coil to verify adequate system airflow, and adjust to manufacturer specifications.
- Inspect, clean or change air filters.
- Calibrate thermostat on/off setpoints based on building occupancy.
- Tighten all electrical connections, and measure voltage and current on motors.
- Lubricate all moving parts, including motor and fan bearings.
- Inspect and clean the condensate drain.
- Inspect controls of the system to ensure proper and safe operation. Check the starting cycle of the equipment to ensure the system starts, operates and shuts off properly.
- Provide documentation showing completion of the above checklist to the utility or the utility's representative.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Chiller tune-up

Please complete one form for each unit receiving the chiller tune-up in the Energy Smart application package.

- ☐ Tune-up of air-cooled chiller.
- ☐ Tune-up of water-cooled chiller (reciprocating, rotary screw, scroll).
- ☐ Tune-up of water-cooled chiller (centrifugal).

Unit make:	Full load kW/ton:
Unit model number:	Part load (IPLV) k/W ton:
Unit serial number (if applicable):	Total equipment cost:
Unit capacity (tons):	Total labor cost:

Chiller tune-up checklist

- ☐ Clean condenser coil/tubes.
- ☐ Check cooling tower for scale or buildup (only for water-cooled chillers).
- ☐ Check contractors condition.
- ☐ Check evaporator condition.
- ☐ Check low-pressure controls.
- ☐ Check high-pressure controls.
- ☐ Check filter; replace as needed.
- ☐ Check crankcase heater operation.
- ☐ Check economizer operation.

Measurement requirements

	Pre-tune-up	Post-tune-up
Record system pressure psig:		
Record compressor amp draw:		
Record liquid line temperature in °F:		
Record subcooling and superheat temperatures in °F:		
Record suction pressure psig and temperature in °F:		
Record condenser fan amp draw:		
Record supply motor amp draw:		

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Program agreement Terms and Conditions

Entergy New Orleans, LLC ("ENO") and APTIM Environmental & Infrastructure, LLC. ("APTIM" or "Program Administrator") have entered into an agreement whereby APTIM will design, implement, and administer the Energy Smart Program in accordance with the ENO comprehensive demand-side management plan. Program Administrator and any eligible applicants to a Program shall be the parties to and bound by these terms and conditions ("this Agreement"). ENO, Entergy Corporation, and ENO's affiliates shall be third-party beneficiaries of this Agreement and Applications.

1. **Definitions**
   a. Applicant means any person who submits an application to a Program.
   b. Approval Date means the date on which Program Administrator approves an Application.
   c. APTIM means APTIM Environmental & Infrastructure, Inc.
   d. ENO means Entergy New Orleans, LLC.
   e. Program Administrator means APTIM.
   f. Program means any of the Energy Smart Programs that are administered by the Program Administrator.
   g. Program Payment means any monetary incentive or reward available to ENO customers that meet the requirements for each Program and which are paid pursuant to the terms and conditions of this Agreement.
   h. Project or Project Measure means specific energy efficiency measures listed on applications and approved by Program Administrator.
   i. Project Pre-Approval Date means the date the Program Administrator confirms all required documentation has been provided to pre-approve the Project for participation in the Program.
   j. Project Approval Date means the date the Program Administration approves the Project for payment.
   k. Project Completion Date means the date the Program Administrator accepts the Project Completion Notice.
   l. Project Completion Deadline means the completion date established by the Program for the specific Project or Project measure associated with the Application.
   m. Project Completion Notice means the notice to be provided by Applicant to Program Administrator after completion of a Project.

2. **Incentive offer**

   Program Payments shall be available to eligible Applicants who properly submit a Program application ("Application") and meet Program requirements described further herein. Program Payments shall be available according to the terms of the applicable Program and Application, as well as this Agreement. Products required by the applicable Program must be purchased and installed within the date range outlined on the Application. Applicant understands that all custom incentive Applications must be pre-approved in writing by the Program Administrator. Applicants should maintain a copy of the Application for your records. Incomplete Applications will be returned and will not be processed. Final applications must have complete information and be submitted with proof of purchase, such as receipts or invoices that clearly itemize the product(s) and/or services(s) received. Purchase orders, proposals, and quotes are not considered proof of purchase.

3. **Project term and description**

   The Term of this Agreement shall begin on the Approval Date as determined by the Program as part of the Application to this Agreement and shall run continuously through the Project Completion Deadline, unless extended or terminated pursuant to this Agreement or by notification of either of the parties. The Project shall be implemented in accordance with this Agreement.

4. **Program payments**

   Upon completion of a Project, Applicant shall submit a Project Completion Notice to Program Administrator. Upon receipt and acceptance of a Completion Notice and any other requested project documentation, Program Administrator will facilitate Program Payment to the Applicant. There shall be no obligation to make any payments to the Applicant if ENO does not provide the funds to the Program for this purpose. The Program Administrator, on behalf of the Program, reserves the right to increase or decrease incentive amounts, and associated energy savings to be claimed, if conditions change from the time of Project Pre-Approval to the time of Project implementation. This includes, but is not limited to, Project cost and Project scope. Applicants may only receive one payment per Project Measure. Should Applicant or its representative make duplicate application for payment for the same Project, ENO or its representative has the right to recover any payments made in excess of the entitled payment. The Program excludes internal, non-contracted labor for private companies or individuals when calculating the total project cost. Incentives are available on a first-come, first-served basis. Incentives are subject to change or termination without notice at the discretion of the Program Administrator and ENO. Agreements that are in place and applications that are in-progress during a change in incentive or program availability shall be honored.

5. **Program discretion**

   The Program Administrator and ENO reserve the right to change or discontinue aspects of the Program upon a 45-day notice. The Program Administrator also reserves the right, in its sole discretion, to withhold or terminate Program Payments immediately if:
   (1) An identified problem with a Project is not resolved, due to an Applicant's failure to follow any and all applicable terms and conditions, rules, or procedures; or
   (2)Determination that Applicant's receipt of Incentive Payments will not result in the implementation of any measures by Applicant, or if the measures will not result in the reduction of energy usage, or
   (3)The Applicant becomes "Insolvent" (which shall mean Applicant (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, including but not limited to the United States Bankruptcy Code or the laws of any state, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes the subject of a bankruptcy proceeding or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they fall due).

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

6. **Misrepresentation**
Any and all funds determined by the Program, Program Administrator, or ENO to have been acquired on the basis of false information supplied by or on behalf of Applicant must be returned to the Program. This article shall not limit other remedies that may be available for the filing of false or fraudulent Applications. Applicant shall be responsible for all costs incurred for collection of monies owed due to any misrepresentation or false statements.

7. **Project implementation**
(1) The Applicant's procurement, installation, and implementation ("Completion") of energy efficiency measures shall be accomplished in accordance with the requirements outlined in this Agreement. The Applicant shall deliver to Program Administrator a Project Completion Notice by the Project Completion Deadline noted in the Application. The Applicant must provide invoices for equipment purchased or service performed as well as documentation that verifies that the energy efficiency measures (i) have been properly installed, (ii) are functioning properly, and (iii) have the potential to generate energy savings if properly maintained and operated. All Projects are expected to comply with standard federal, state, and local building and construction codes. All equipment must be new; used or rebuilt equipment is eligible only when pre-approved by Program Administrator in writing. Displaced equipment must not be reused as part of the Project unless determined as part of the Project and reviewed in accordance with Project Pre-Approval. Equipment purchased under a capital lease structure may qualify for an incentive, but must be pre-approved by Program Administrator in writing before project initiation or entering into the equipment lease.
(2) Should Program Administrator discover that the Project was not implemented as attested to in the Project Completion Notice, the Applicant may be considered in breach of this Agreement and required to repay any incentive payment made, including costs incurred by the Program Administrator or ENO to recover such fees, and may be subject to any additional relief to which ENO may be entitled.

8. **Right to inspect**
The Program Administrator and ENO shall have the right to inspect any and all Project records and installations during the term of this Agreement and the corresponding Application, and for a two-year period thereafter. The Program Administrator and its designated representatives shall have the right to observe and inspect all Project work in any of the Applicant's facilities upon advance notice for a period of 2 years from the Project Payment date. The Applicant shall maintain accurate records of the Project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of 2 years from the date of the applicable Project Payment.

9. **Monitoring and verification**
The Program Administrator, and its designated representatives, shall have the right to monitor energy use/production prior to and after installation of the Project and to perform an inspection of any Project to evaluate Program efficacy for a period of 2 years from the date of Project Payment under this Agreement or pursuant to an Application.

10. **Manner and performance**
The Applicant shall perform its responsibilities under this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Applicant shall make all reasonable attempts to ensure that all Project work, as described in this Agreement, is performed in accordance with current professional standards and with the diligence and skill expected for the performance of such work.

11. **Representations/warranty**
The Program Administrator and ENO do not endorse any particular trade ally, manufacturer, product, system, or design by offering an incentive. The Program Administrator and ENO are not responsible for any tax liability imposed on the recipient as a result of the payment of incentives. The Program Administrator and ENO make no representation or warranty and assume no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, Project, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. The Program Administrator and ENO do not guarantee that installation and operation of energy-efficient equipment will result in reduced usage or in cost savings. The Program Administrator and ENO are not responsible for the proper disposal or recycling of any waste generated as a result of any Project. The Program Administrator and ENO are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of any Project, products, equipment, or appliances, or the installation thereof.

12. **Default and termination**
(1) This Agreement shall remain in effect until the Project Completion Deadline as specified in the Application hereof unless a Party is in breach of any provision of this Agreement.
(2) In the event that ENO terminates, for any cause, Program Administrator's Contract, which terminates Program Administrator's right to act as Program Administrator of the Energy Smart Program, responsibility for this Agreement transfers to the new Program Administrator or ENO until a new Program Administrator is named.
(3) This Agreement may be terminated at Program Administrator's sole discretion if Applicant does not complete implementation of the Project on or before the Project Completion Deadline, unless the Project Completion Date is extended by mutual written agreement of the Parties.
(4) Program Administrator as approved by ENO reserves the right to change or discontinue any Program at any time with 45-day notification, and reserves the right to terminate or amend this Agreement upon the change or discontinuance of any such Program, or as directed by the Council of the City of New Orleans or pursuant to a change in laws or regulations applicable to a Program.

13. **Indemnification and damages**
The Applicant shall protect, indemnify, defend, and hold harmless Program Administrator, ENO, and the City of New Orleans (the "City") respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, (collectively the "Indemnitees") against all losses, damages, expenses, fees, costs, and liability arising from the Program, any Project, design, consulting, product, system, equipment, or appliance, and claims thereof by Applicant or any third party. The Applicant agrees that such obligations under this Article shall survive any expiration or termination of this Agreement or an Application, and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Applicant agrees to limit Program Administrator's, ENO's, and the City's liability to the total amount of the Project Payments identified in the Application for the Project giving rise to such liability. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Under no circumstances shall Indemnitees be liable for any special, indirect, or consequential damages, including, but not limited to, lost profits, loss of earning, or loss of use, however the same may be caused.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

14. Publicity

The Applicant shall not use the Program, Program Administrator's or ENO's corporate name, logo, identity, any affiliation, or any related logo including the "Energy Smart" name, logo, or identity, for any marketing, advertising, or solicitation without prior written consent of Program Administrator and ENO, which may be withheld for any or no reason. Program Administrator and ENO reserve the right to publicize the Applicant's participation in the Energy Smart program unless requested otherwise in writing and submitted to info@energysmartnola.com at the time the Application is submitted. For purposes of the foregoing, to the extent applicable, Applicant grants Program Administrator and its contractors a nonexclusive, fully paid up, irrevocable license to Applicant's name and logo solely for the purpose of publicizing Applicant's participation in the Program.

15. Review and disclaimer

Execution of this Agreement and any review of the design, construction, operation, or maintenance of the Project by any Program representative or any of their subcontractors shall not constitute any representation or warranty by the Program, Program Administrator, or ENO as to the economic or technical feasibility, operational capability, or reliability of any renewable or energy efficiency measures or the capability or reliability of any market provider performing any work on the Project. The Applicant shall in no way represent to any third party that the execution of this Agreement or an Application, or any reviews by Program representatives or their subcontractors, including, but not limited to, review of the design, construction, operation, or maintenance of the Project is a representation or warranty by the Program, Program Administrator, or ENO as to the economic or technical feasibility, operational capability, or reliability of the renewable or energy efficiency measures or an endorsement of the contractor performing work on the Project. The Applicant is solely responsible for the technical feasibility, operational capability, and reliability of the renewable or energy efficiency measures.

16. Miscellaneous

(1) Governing Law. All Applications, Incentive Agreements, and these Terms and Conditions shall be governed, construed, and enforced in accordance with the laws and regulations of the State of Louisiana, without regard to any conflicts of laws or principles that may direct the application of the laws of another jurisdiction. The Applicant irrevocably submits to the jurisdiction of the state and federal courts sitting in New Orleans, Louisiana, with regard to any controversy in any way relating to the execution, delivery, or performance of an Application or this Agreement. Suits, claims, or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else. The exclusive venue for any dispute or controversy arising under an Application or Incentive Agreement shall be the Orleans Parish Civil District Court or the Federal District Court for the Eastern District of Louisiana.
(2) Compliance with Applicable Laws. The Applicant shall at all times comply with and observe all federal and Louisiana state laws and published circulars, local laws, ordinances, rules, and regulations which are in effect from the time at which Applicant submits an Application or enters into this Agreement through Applicant's receipt of a Program Payment as they pertain to this Program. All references to statutes or regulations contained in any Application or this Agreement shall be construed to include successors thereto.
(3) Assignment. Upon consent of ENO, Program Administrator may assign, transfer, or convey any Application or any of its rights, obligations, interests, or responsibilities thereunder, in whole or in part, without the consent of the Applicant. Neither an Application nor any rights or obligations hereunder or thereunder may be sold, assigned, transferred, or otherwise disposed by Applicant, whether pursuant to a change of control, by operation or law, or otherwise, without Program Administrator's prior written consent.
(4) Severability. If any provision of any Application or this Agreement is construed by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the Application or this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part thereof. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, the Application or this Agreement shall be reformed with a similar provision that is legal, valid, and enforceable.
(5) Risk of Loss. The Program Administrator and ENO at no time assume risk of loss for any personal property of the Applicant or any third party.
(6) Waiver. Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

17. Acceptance

The Applicant is required to acknowledge its understanding and acceptance of the terms and conditions of this Agreement by signing and returning executed copy of the Energy Smart Program Application to the Program Administrator at the address or email identified in this form on or before the required Deadline. If a completed Application is not received by the Project Pre-Approval or Application deadline, Program Administrator will consider that Applicant's decision is to decline the terms and conditions contained herein, and this Agreement will be of no force and effect.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

EnergySmart

Energy Smart prescriptive incentive rates

Rates effective January 1, 2024 (may change at program's discretion).

Measure	Small Commercial Solutions	Large Commercial & Industrial	Unit	Requirements
Interior lighting				
LED downlight lamp/kit	$13	$8	per fixture	ENERGY STAR® certified.
LED exit sign	$20	$18	per lamp	<5 watts, must meet state fire marshal codes and be UL rated.
T8/T12 upgrade to LED linear-4 ft.	$950	$8	per lamp	DLC listed. For retrofitting and replacing existing fixtures. Quantity (# of units) is based on number of existing lamps being replaced.
T8/T12 High Output (HO) upgrade to LED linear-4 ft.	$10	$10	per lamp	
T5 upgrade to LED linear-4 ft.	$350	$6	per lamp	
T5 High Output (HO) upgrade to LED linear-4 ft.	$13	$11	per lamp	
T8/T12 upgrade to LED linear-8 ft.	$17	$14	per lamp	
T8/T12 High Output (HO) upgrade to LED linear-8 ft.	$20	$20	per lamp	
T8/T12 upgrade to LED linear-2 ft.	$4	$3.50	per lamp	
T5 upgrade to LED linear-2 ft.	$3.50	$2.50	per lamp	
T5 High Output (HO) upgrade to LED linear-2 ft.	$6.50	$5.50	per lamp	
T8/T12 upgrade to LED linear-U-tube	$10	$6.50	per lamp	
LED replacing <175W HID (lamp wattage)	$57	$44	per fixture	DLC listed.
LED replacing 175W to 250W HID (lamp wattage)	$52	$44	per fixture	
LED replacing 251W to 400W HID (lamp wattage)	$130	$110	per fixture	
LED replacing 401W to 1000W HID (lamp wattage)	$325	$275	per fixture	
LED replacing >1000W HID (lamp wattage)	$385	$325	per fixture	
LED refrigerated case lighting (without controls)	$44	$44	per door	DLC listed. Retrofits must completely remove the existing fluorescent fixture and connectors and ballasts to qualify, wiring may be reused.
LED refrigerated case lighting (with controls)	$57	$57	per door	
Exterior lighting				
LED downlight lamp/kit	$13	$8	per fixture	ENERGY STAR® certified.
T8/T12 upgrade to LED linear-4 ft.	$8	$6.50	per lamp	DLC listed. For retrofitting and replacing existing fixtures. Quantity (# of units) is based on number of existing lamps being replaced.
T8/T12 High Output (HO) upgrade to LED linear-4 ft.	$18	$14	per lamp	
T5 upgrade to LED linear-4 ft.	$350	$6	per lamp	
T5 High Output (HO) upgrade to LED linear-4 ft.	$13	$11	per lamp	
T8/T12 upgrade to LED linear-8 ft.	$17	$14	per lamp	
T8/T12 High Output (HO) upgrade to LED linear-8 ft.	$31	$27	per lamp	
T8/T12 upgrade to LED linear-2 ft.	$4	$3.50	per lamp	
T5 upgrade to LED linear-2 ft.	$3.50	$3	per lamp	
T5 High Output (HO) upgrade to LED linear-2 ft.	$6.50	$5.50	per lamp	
T8/T12 upgrade to LED linear-U-tube	$11	$9	per lamp	

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

Measure	Small Commercial	Large Commercial	Unit	Requirements
LED replacing <175W HID (lamp wattage)	$62	$44	per fixture	DLC listed.
LED replacing 175W to 250W HID (lamp wattage)	$78	$66	per fixture	
LED replacing 251W to 400W HID (lamp wattage)	$145	$120	per fixture	
LED replacing 401W to 1000W HID (lamp wattage)	$395	$350	per fixture	
LED replacing >1000W HID (lamp wattage)	$415	$350	per fixture	
LED replacing <175W Park/Athletic Field HID (lamp wattage)	$6.50	$6.50	per fixture	
LED replacing 175W to 250W Park/Athletic Field HID (lamp wattage)	$9	$9	per fixture	
LED replacing 251W to 400W Park/Athletic Field HID (lamp wattage)	$15	$15	per fixture	
LED replacing 401W to 1000W Park/Athletic Field HID (lamp wattage)	$58	$58	per fixture	
LED replacing >1000W Park/Athletic Field HID (lamp wattage)	$52	$52	per fixture	
Lighting controls				
Daylighting controller (controlling <500W)	$32	$26	per unit	Quantity (# of units) is based on number of installed units. Integrated sensors built in to proposed fixtures do not qualify.
Daylighting controller (controlling >500W)	$95	$79	per unit	
Occupancy sensor (controlling <500W)	$48	$40	per unit	
Occupancy sensor (controlling >500W)	$145	$120	per unit	
Occupancy sensor - daylighting control (controlling <500W)	$62	$49	per unit	
Occupancy sensor - daylighting control (controlling >500W)	$205	$140	per unit	
Bi-level parking garage lighting controls (controlling <50W)	$21	$18	per unit	At low power, lights must consume less than 70% of full load power. Quantity (# of units) is based on number of installed units. Fixture integrated sensors do qualify for this incentive.
Bi-level parking garage lighting controls (controlling 51W to 100W)	$63	$53	per unit	
Bi-level parking garage lighting controls (controlling 101W to 150W)	$105	$88	per unit	
Bi-level parking garage lighting controls (controlling 151W to 200W)	$150	$125	per unit	
HVAC				
High efficiency A/C unit	$80	$80	per ton	• A/C unit (<5.4 tons), min 12.3 EER, 14.5 SEER2. • A/C unit (5.4 to 11.2 tons), min. 12.2 EER, 14.8 SEER. • A/C unit (11.3 to 20 tons), min. 12.2 EER, 14.8 SEER. • A/C unit (20.1 to 63.3 tons), min. 10.8 EER, 13.5 SEER. • A/C unit (>63.3 tons), min. 10.4 EER, 13.0 SEER. • Must be AHRI certified.
High efficiency heat pump unit	$80	$80	per ton	• HP unit (<5.4 tons), min. 12.3 EER, 14.5 SEER2, 8.0 HSPF 2. • HP unit (5.4 to 11.2 tons), min. 11.3 EER, 14.5 SEER, 12.0 HSPF. • HP unit (11.3 to 20 tons), min. 10.9 EER, 14.0 SEER, 12.0 HSPF. • HP unit (>20.1 tons), min. 10.3 EER, 13.0 SEER, 12.0 HSPF. • Must be AHRI certified.
High efficiency packaged terminal A/C (PTAC) unit	$35	$35	per ton	• Standard PTAC (<0.6 tons), min. 13 EER. • Standard PTAC (0.6 to 1.25 tons), min. 12 EER. • Standard PTAC (<1.25 tons), min. 11 EER. • Non-standard PTAC (<0.6 tons), min. 11 EER. • Non-standard PTAC (0.6 to 1.25 tons), min. 9 EER. • Non-standard PTAC (>1.25 tons), min. 9 EER. • Must be AHRI certified. *Standard refers to PTAC dimensions of 42" wide, 16" high and 13 3/4" deep), all other dimensions are non-standard.

EnergySmart

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.

Measure	Small Commercial	Large Commercial	Unit	Requirements
High efficiency packaged terminal HP (PTHP) unit	$35	$35	per ton	• Standard PTHP (<0.6 tons), 13 EER, 3.5 COP. • Standard PTHP (0.6 to 1.25 tons), 12 EER, 3.4 COP. • Standard PTHP (>1.25 tons), 11 EER, 3.3 COP. • Non-standard PTHP (<0.6 tons), 10 EER, 3.2 COP. • Non-standard PTHP (0.6 to 1.25 tons), 9 EER, 3.1 COP. • Non-standard PTHP (>1.25 tons), 8 EER, 3 COP. • Must be AHRI certified. Standard refers to PTAC dimensions of (42" wide, 16" high and 13 3/4" deep), all other dimensions are non-standard.
Guestroom energy management controls	$45	$45	per unit/room	• Must utilize occupancy sensor to control guestroom HVAC. • Must set back thermostat setting by a minimum of 5°F.
Smart thermostats for small business	$150	N/A	per unit	• Smart thermostat must be ENERGY STAR® qualified. • Controlled equipment must be electrically heated or cooled.
Commercial A/C and heat pump tune-up	$225-$2,500	$225-$2,500	per unit	• **Incentives tiered based on the specific capacity range of the individual equipment in scope.** • Trade allies submitting this measure are REQUIRED to perform test-in and test-out measurements of equipment efficiencies, EER/SEER (A/C and heat pump units) and HSPF (for heat pump units only). • Inspect and clean condenser, evaporator coils, and blower. • Inspect refrigerant level and adjust to manufacturer specifications. • Measure the static pressure across the cooling coil to verify adequate system airflow and adjust to manufacturer specifications. • Inspect, clean or change air filters. • Calibrate thermostat on/off setpoints based on building occupancy. • Tighten all electrical connections, and measure voltage and current on motors. • Lubricate all moving parts, including motor and fan bearings. • Inspect and clean the condensate drain. • Inspect controls of the system to ensure proper and safe operation. Check the starting cycle of the equipment to ensure the system starts, operates and shuts off properly. • Provide documentation showing completion of the above checklist to the utility or the utility's representative.
Commercial chiller tune-up	$9-$15	$9-$15	per ton	• **Incentives tiered based on the type of chiller equipment (air-cooled vs. water-cooled)** • Tune-up requirements. - Clean condenser coil/tubes. - Check cooling tower for scale or buildup (only for water-cooled chillers). - Check contactors condition. - Check evaporator condition. - Check low-pressure controls. - Check high-pressure controls. - Check filter, replace as needed. - Check belt, replace as needed. - Check crankcase heater operation. - Check economizer operation. • Measurement requirements. - Record system pressure psig. - Record compressor amp draw. - Record liquid line temperature in °F. - Record subcooling and superheat temperatures in °F. - Record suction pressure psig and temperature in °F. - Record condenser fan amp draw. - Record supply motor amp draw.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.



Measure	Small Commercial	Large Commercial	Unit	Requirements
Commercial duct sealing	$.70	$.70	per CFM leakage reduction	• Eligible only for system with central air conditioning with less than 50% of ducts in the conditioned space. • Total leakage is the only accepted method of duct testing. • Minimum 25% leakage rate reduction required. Incentives capped at 35% leakage rate reduction. • Ducts sealed with long-lasting materials such as UL 181A or UL 181 B approved foil tape. Fabric-based duct tape is not allowed.
High efficiency air-cooled chiller	$50	$50	per ton	• Air-cooled chiller (<150 tons), min 9.7 full load EER, 15.8 IPLV EER. • Air-cooled chiller (>150 tons), min 9.7 full load EER, 10.1 IPLV EER.
High efficiency positive displacement water-cooled chiller	$17	$17	per ton	• Water-cooled PD chiller (<75 tons), min full load kW/ton 0.78, IPLV kW/ton 0.5. • Water-cooled PD chiller (75 to 150 tons), min full load kW/ton 0.75, IPLV kW/ton 0.49. • Water-cooled PD chiller (150 to 300 tons), min full load kW/ton 0.68, IPLV kW/ton 0.44. • Water-cooled PD chiller (>300 tons), min full load kW/ton 0.63, IPLV kW/ton 0.41.
High efficiency centrifugal water-cooled chiller	$30	$30	per ton	• Water-cooled cent. chiller (<300 tons), min full load kW/ton 0.695, IPLV kW/ton 0.44. • Water-cooled cent. chiller (300 to 600 tons), min full load kW/ton 0.595, IPLV kW/ton 0.39. • Water-cooled cent. chiller (>600 tons), min full load kW/ton 0.585, IPLV kW/ton 0.38.
Refrigeration				
ECM motor for freezer or cooler	$100	$100	per unit	Applicable only to refrigerated cooler and freezer fans.
Evaporator fan controller for freezer or cooler	$65	$65	per motor controlled	Controller must turn on fan only when the system's thermostat is calling for the compressor to operate.
Anti-sweat heater controls for freezer or cooler	$35	$35	per linear ft. of case	• Controller must sense dew point temperature of case exterior environment and vary power supplied to heaters accordingly. • Applicable for retrofit only, not applicable for new equipment with integrated controls.
Refrigerated case night covers	$20	$20	per linear ft. of case	Applicable for retrofit only, not applicable for new cases with integrated night covers.
ENERGY STAR® solid door refrigerator	$95	$95	per unit	Must be ENERGY STAR® certified.
ENERGY STAR® solid door freezer	$185	$185	per unit	Must be ENERGY STAR® certified.
Strip curtains for walk-in coolers	$4	$4	per sq. ft. covered	Applicable to coolers with damaged strip curtains or without pre-existing strip curtains.
Strip curtains for walk-in freezers	$8	$8	per sq. ft. covered	Applicable to freezers with damaged strip curtains or without pre-existing strip curtains.
Strip curtains for refrigerated warehouse doors	$8	$8	per sq. ft. covered	Applicable to doors with damaged strip curtains or without pre-existing strip curtains.
Door gaskets – coolers (refrigeration)	$2	$2	per linear ft.	Baseline standard is walk in or reach-in cooler or freezer with worn-out, defective gaskets. Efficiency standard for this measure is a new, better-fitting gasket.
Door gaskets – freezers (refrigeration)	$14	$14	per linear ft.	
Auto door closers – coolers (refrigeration)	$113	$113	per unit	Auto, hydraulic-type door closer on main walk-in cooler or freezer insulated opaque door(s). Must firmly close the door when it is within 1 inch of full closure.
Auto door closers – freezers (refrigeration)	$157	$157	per unit	

EnergySmart

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.

Measure	Small Commercial	Large Commercial	Unit	Requirements
Commercial kitchen				
ENERGY STAR® commercial electric fryer	$250	$250	per unit	Electrically heated and ENERGY STAR® certified.
ENERGY STAR® commercial electric steam cooker	$1,865	$1,865	per unit	
ENERGY STAR® electric convection oven	$230	$230	per unit	
ENERGY STAR® electric griddle	$45	$45	per linear ft. of width	
ENERGY STAR® commercial dishwasher	$600	$600	per unit	
Food service kitchen exhaust controls	$600	$600	per exhaust fan HP	Controls must automatically adjust flow of exhaust ventilation system using variable speed fan motor.
Pre-rinse spray valves	$35	$35	per unit	Maximum flow rate for new equipment of 1.07 GPM. Applicable only to equipment supplied with electrically heated water.
Miscellaneous				
Computer power management	$22	$22	per unit	Software must put the computer equipment into a reduced power state (sleep mode) when the computer is inactive.
Window film	$.30-$1.50	$.30-$1.50	per sq. ft. of window area	• Applicable to clear single or double-pane glazing with a solar heat gain factor (SHGC) =0.66. • Applicable to east-, west-, and south-facing windows only. The SHGC of the proposed film must be less than 0.50. • Not applicable to low E windows, windows with existing solar films or solar screens. • Film must meet the following standards: ASTM E408, ASTM E308, ASTM E903, ASTM G90, ASTM G26, ASTM E84. • **Incentives tiered based on orientation and HVAC system type.**
Efficient windows	$0.50	$0.50	per sq. ft. of window area	• Installation of efficient and/or premium windows which provide a lower U-value and SHGC vs. existing windows or prevailing codes and standards. • Applicable to clear single- or double-pane glazing with a solar heat gain factor (SHGC) greater than 0.70. • Must be independently tested and certified according to the standards of the National Fenestration Rating Council (NFRC). • Must meet or exceed the following performance ratings: Efficient Windows – SHGC = 0.25 and U factor = 0.40; Premium Windows - SHGC = 0.23 and U factor = 0.36.
Advanced power strips	$8	$8	per unit	Multi-plug power strip that automatically disconnects loads depending on the power draw of a specified "master" load.
Low-flow faucet aerators	$6	$6	per aerator	• Maximum flow rate for new equipment of 1.5 GPM. • Applicable only to faucets supplied with electrically heated water.
Low-flow showerheads	$7	$7	per unit	• Maximum flow rate for new equipment of 2.0 GPM. • Applicable only to showers supplied with electrically heated water.

EnergySmart

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.


EnergySmart
A New Orleans Program
Restaurant sector savings
Energy-saving opportunities don't stop once you've completed your free Small Business Energy Assessment. Restaurants consume four times as much energy per square foot as a typical commercial building – averaging over $5 per square foot annually. Electricity for refrigeration averages nearly $1.50 per square foot annually. Making additional energy-saving upgrades can help you save even more. Let Energy Smart help fund those upgrades with valuable cash incentives.
Did you know?
20-30%
of restaurant electricity costs can be reduced by implementing measures incentivized by the Energy Smart program.
Typical restaurant electricity use in the Southern United States
Lighting 6%
Miscellaneous 16%
Cooling 18%
Ventilation 9%
Heating 6%
Refrigeration 26%
Cooking 19%
Follow these few steps to start saving today.
1 Contact Energy Smart and tell us about your project.*
2 Work with a contractor to implement your project.
3 Receive cash incentive.
*Pre-approval may be required.
Scan the QR code to get started on your restaurant savings.
For more information about how you can save, visit energysmartnola.com, email info@energysmart.com, call 504-229-6868 or scan the QR code to receive a call from an Energy Smart energy advisor.
Qualifying incentives are listed on the back of this page.
entergy

EnergySmart
A New Orleans Program



Restaurant incentives

Implementing the measures listed below can help restaurants save money on operations and maintenance costs. Identifying opportunities and installing energy efficiency upgrades can not only save money – they can improve comfort and reduce the building's environmental footprint, too.

Measure	Incentive	Description
HVAC tune-up	$225-$2,500 per unit	Incentives available for A/C and heat pump tune-ups.
Exterior LED lighting	$6-$415 per lamp	Replace your outdoor lighting with LED lighting.
Door gaskets	$2 per cooler per linear ft. $14 per freezer per linear ft.	Incentives available for refrigerator and freezer gaskets.
ENERGY STAR® kitchen equipment	$45-$1,865	Incentives available for ENERGY STAR® refrigerators, freezers, commercial dishwasher, electric fryer, steam cooker, electric griddle.

Scan the QR code to find a full listing of program measures and incentives.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program



Grocery sector savings

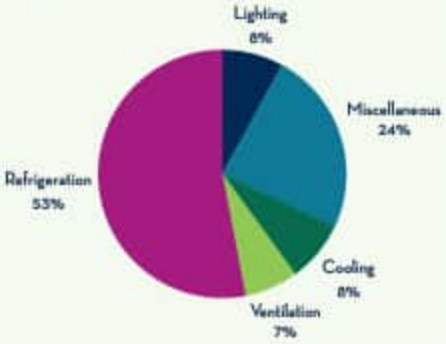
Energy-saving opportunities don't stop once you've completed your free Small Business Energy Assessment. Grocery stores consume four times as much energy per square foot as a typical commercial building – averaging over $5.50 per square foot annually. Electricity for refrigeration averages $3 per square foot annually. Making additional energy-saving upgrades can help you save even more. Let Energy Smart help fund those upgrades with valuable cash incentives.

Did you know?

20-30%

of grocery store electricity costs can be reduced by implementing measures incentivized by the Energy Smart program.

Typical grocery store electricity use in the Southern United States



Follow these few steps to start saving today.

1. Contact Energy Smart and tell us about your project.*
2. Work with a contractor to implement your project.
3. Receive cash incentive.

*Pre-approval may be required.

Scan the QR code to get started on your grocery savings.

For more information about how you can save, visit **energysmartnola.com**, email **info@energysmart.com**, call 504-229-6868 or scan the **QR code** to receive a call from an Energy Smart energy advisor.

Qualifying incentives are listed on the back of this page.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2016 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program



Grocery incentives

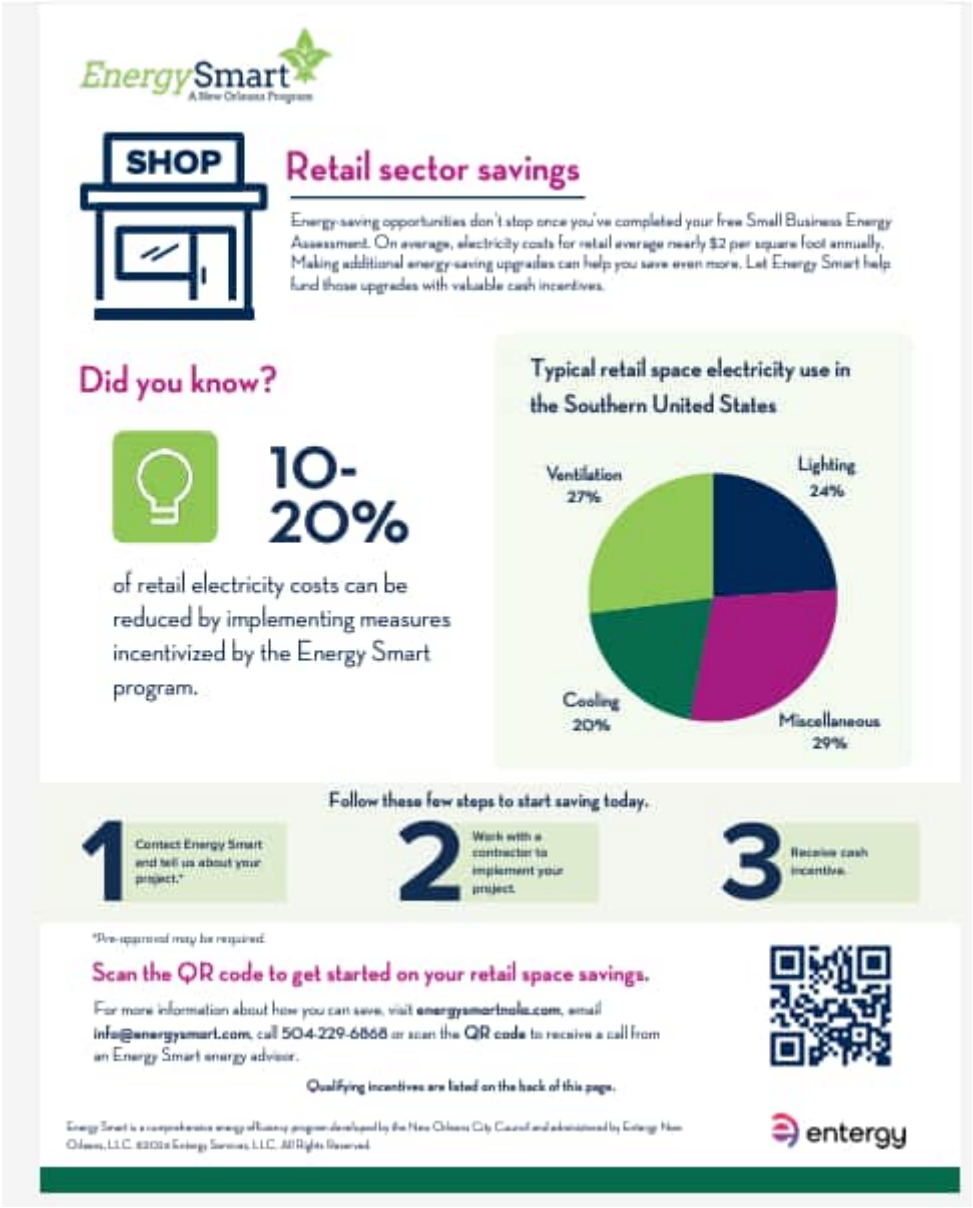
Implementing the measures listed below can help grocery stores save money on operations and maintenance costs. Identifying opportunities and installing energy efficiency upgrades can not only save money – they can improve comfort and reduce the building's environmental footprint, too.

Measure	Incentive	Description
HVAC tune-up	$225-$2,500 per unit	Incentives available for A/C and heat pump tune-ups.
Anti-sweat heater controls	$35 per linear ft. of case	Install controls to reduce anti-sweat door heater run time.
LED refrigerated case lighting	$44-$57 per door	Replace fluorescent case lighting with LED lighting.
Door gaskets	$2 per cooler per linear ft. $14 per freezer per linear ft.	Replace worn-out reach-in cooler and freezer door gaskets.
Strip curtains	$4 for coolers per sq. ft. covered $8 for freezers per sq. ft. covered	Install strip curtains to help seal refrigerated or freezer cases.
Exterior LED lighting	$6-$415 per lamp	Replace your outdoor lighting with LED lighting.

Scan the QR code to find a full listing of program measures and incentives.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy


EnergySmart
A New Orleans Program
SHOP
Retail sector savings
Energy-saving opportunities don't stop once you've completed your free Small Business Energy Assessment. On average, electricity costs for retail average nearly $2 per square foot annually. Making additional energy-saving upgrades can help you save even more. Let Energy Smart help fund those upgrades with valuable cash incentives.
Did you know?
10-20%
of retail electricity costs can be reduced by implementing measures incentivized by the Energy Smart program.
Typical retail space electricity use in the Southern United States
Ventilation 27%
Lighting 24%
Cooling 20%
Miscellaneous 29%
Follow these few steps to start saving today.
1 Contact Energy Smart and tell us about your project.*
2 Work with a contractor to implement your project.
3 Receive cash incentive.
*Pre-approval may be required.
Scan the QR code to get started on your retail space savings.
For more information about how you can save, visit energysmartnola.com, email info@energysmart.com, call 504-229-6868 or scan the QR code to receive a call from an Energy Smart energy advisor.
Qualifying incentives are listed on the back of this page.
Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2016 Entergy Services, LLC. All Rights Reserved.
entergy

EnergySmart
A New Orleans Program



Retail incentives

Implementing the measures listed below can help retail stores save money on operations and maintenance costs. Identifying opportunities and installing energy efficiency upgrades can not only save money – they can improve comfort and reduce the building's environmental footprint, too.

Measure	Incentive	Description
Lighting controls	$32-$165 per unit	Incentives available for lighting controls including occupancy sensors and daylighting controls.
Exterior LED lighting	$6-$415 per lamp	Replace your outdoor lighting with LED lighting.
HVAC tune-up	$225-$2,500 per unit	Incentives available for A/C and heat pump tune-ups.

Scan the QR code to find a full listing of program measures and incentives.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Office sector savings

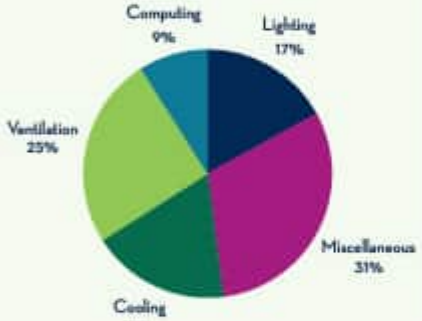
Energy-saving opportunities don't stop once you've completed your free Small Business Energy Assessment. On average, electricity costs for offices average $1.50 per square foot annually. Making additional energy-saving upgrades can help you save even more. Let Energy Smart help fund those upgrades with valuable cash incentives.

Did you know?

10-20%

of office electricity costs can be reduced by implementing measures incentivized by the Energy Smart program.

Typical office space electricity use in the Southern United States



Follow these few steps to start saving today.

1. Contact Energy Smart and tell us about your project.*
2. Work with a contractor to implement your project.
3. Receive cash incentive.

*Pre-approval may be required.

Scan the QR code to get started on your office space savings.

For more information about how you can save, visit **energysmartnola.com**, email **info@energysmart.com**, call 504-229-6868 or scan the **QR code** to receive a call from an Energy Smart energy advisor.

Qualifying incentives are listed on the back of this page.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program



Office incentives

Implementing the measures listed below can help office spaces save money on operations and maintenance costs. Identifying opportunities and installing energy efficiency upgrades can not only save money – they can improve comfort and reduce the building's environmental footprint, too.

Measure	Incentive	Description
Lighting controls	$32-$165 per unit	Incentives available for lighting controls including occupancy sensors and daylighting controls.
Exterior LED lighting	$6-$415 per lamp	Replace your outdoor lighting with LED lighting.
HVAC tune-up	$225-$2,500 per unit	Incentives available for A/C and heat pump tune-ups.

Scan the QR code to find a full listing of program measures and incentives.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Warehouse sector savings

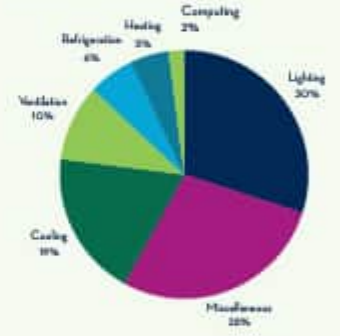
The Energy Smart program helps Entergy New Orleans customers by reducing the up-front cost of energy-saving upgrades through valuable cash incentives. Electricity costs for warehouses average $0.70 per square foot annually. If your warehouse is higher than $0.70 per square foot, you likely have good potential for energy savings through the Energy Smart program.

Did you know?

20-30%

of warehouse electricity costs can be reduced by implementing measures incentivized by the Energy Smart program.

Typical warehouse electricity use in the Southern United States



Follow these few steps to start saving today.

1. Contact Energy Smart and tell us about your project.*
2. Work with a contractor to implement your project.
3. Receive cash incentive.

*Pre-approval may be required.

Scan the QR code to get started on your warehouse savings.

For more information about how you can save in your warehouse, visit **energysmartnola.com**, email **info@energysmart.com**, call 504-229-6868 or scan the **QR code** to receive a call from an Energy Smart energy advisor.

Qualifying incentives are listed on the back of this page.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2018 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program



Warehouse incentives

Implementing the measures listed below can help warehouses save money on operations and maintenance costs. Identifying opportunities and installing energy efficiency upgrades can not only save money – they can improve comfort and reduce the building's environmental footprint, too.

Measure	Incentive	Description
High-bay lighting retrofit	$45-$240 per light replaced	Replace existing high-bay lighting with efficient LED equivalents.
High-bay lighting controls	$0.10 per kWh saved	Install occupancy or daylight sensors on new LED fixtures.
Fluorescent lighting controls	$5-$8 per lamp replaced	Replace your existing fluorescent, incandescent and halogen lighting with LED lighting.
HVAC tune-up	$35 per ton capacity	Tune up rooftop units, split units or central units to improve their performance.
Exterior lighting	$6-$415 per lamp	Replace your outdoor lighting with LED lighting.
Cool roof	$0.12 per kWh saved	Reduce heat gain and reduce HVAC load by using light-colored and reflective roofing materials.
Custom projects	$0.10-$0.12 per kWh saved	Any project that saves energy within a store can be incentivized through Energy Smart's custom projects measure. Contact Energy Smart for more details.

Scan the QR code to find a full listing of program measures and incentives.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Small Business Energy Assessment Customer Referral Program



How would you like to earn money for helping your fellow small business community save energy? It's possible with the Small Business Energy Assessment Referral program.

How it works:

- **Refer a friend or several friends:** Do you know a small business that could benefit from reducing their energy expenses? Refer them to Energy Smart for a free Small Business Energy Assessment.
- **Earn $50 per referral:** When your referral completes a Small Business Energy Assessment with Energy Smart, you'll receive a $50 cash reward as our way of saying thank you.
- **Get maximum referrals:** While there's no limit to the number of referrals, we're capping the payout amount to $500 for 10 completed referrals.
- **Receive payment:** Once your referral completes an assessment, we will notify you and send your $50 payment in the mail.

Thank you for being a vital part of the Entergy New Orleans small business community and for helping us make a positive impact. Refer a small business today, and let's make a difference together.

Ready to get started? Scan this QR code, and start referring friends today.

Eligibility: Must be an Entergy New Orleans electric customer to receive the referral bonus.

entergy

EnergySmart
A New Orleans Program

Refer a friend today.

504-229-6868

www.energysmartnola.com

info@energysmartnola.com

entergy

EnergySmart
A New Orleans Program



Small Business Energy Assessment

Uncover opportunities to reduce your energy use, save on your electric bill and improve workplace comfort with a free small business energy assessment.

During your assessment, an Energy Smart energy advisor will install free energy-efficient equipment including LED light bulbs, smart thermostat, advanced power strip, faucet aerators and pipe-wrap.*

LED light bulbs
- Must replace incandescent, halogen or fluorescent bulb.
- Will not be replaced if in a location that may be a safety hazard.

Smart thermostat
- Requires compatible HVAC equipment and Wi-Fi.

Hot water pipe insulation
- Electric water-heated facilities only.

Faucet aerators
- Electric water-heated facilities only.
- Cannot replace specialty faucet types.

Pre-rinse spray valve
- Electric water-heated facilities only.
- Cannot replace specialty faucet types.

*Actual products installed may differ from the images shown. Eligible measures are determined based on heating fuel type, efficiency of existing equipment and product availability.
**Commercial customers who receive electrical service from Entergy New Orleans, LLC with peak demand <100 kW.

About the assessment

Energy Smart energy advisors will perform a walk-through energy assessment at your small business** to evaluate opportunities for energy savings.

After the one-hour assessment is complete, the Energy Smart advisor will install select energy-efficient measures and recommend additional projects that can be completed by an Energy Smart trade ally.

Assessment benefits

- Lower your energy use.
- Enhance the comfort and appearance of your business.
- Demonstrate your commitment to being environmentally conscious.

For more information, visit **energysmartnola.com**, email **info@energysmartnola.com**, call **504-229-6868** or **scan the QR code** to schedule your energy assessment.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Application guide

2024

Small Business Direct Install offering



entergy

EnergySmart
A New Orleans Program

Program application overview
Small Business Direct Install offering

The Energy Smart Small Business Direct Install offering is available to all commercial customers that receive service from Entergy New Orleans, LLC and have a peak demand of <100 kW. Energy Smart works with business owners, facility managers and trade ally contractors to identify energy efficiency opportunities, offer technical assistance to develop cost-effective projects and provide cash incentives for completing eligible upgrades with proven energy savings.

Customers can receive prescriptive incentives on one-for-one retrofits or replacements of eligible SBDI measures installed by an approved SBDI trade ally. If a project is not installed by an approved SBDI trade ally, the project is not eligible for the SBDI incentive rates.

For any questions regarding the SBDI offering and for assistance with finding a qualified trade ally, contact us at **info@energysmartnola.com** or **504-229-6868**.

Before you apply:

Verify customer eligibility

- All commercial customers that receive electric service from Entergy New Orleans, LLC with peak demand <100 kW are eligible to participate in the Energy Smart Small Business Direct Install offering.
- Review the Terms and Conditions starting on page eight or available online at **energysmartnola.com/businesses/terms**.

Project application process

1. Customer will find and contact an approved SBDI trade ally at **energysmartnola.com/search-companies/**.
2. For any project over $5,000, customer will submit application and receive pre-approval prior to purchasing equipment and/or beginning installation.
3. Trade ally will install measures. Any project less than $5,000 in estimated incentives does not require pre-approval, and the trade ally can proceed with the measure installation.
4. Trade ally will submit application and documents within 30 days following installation.

Required documentation

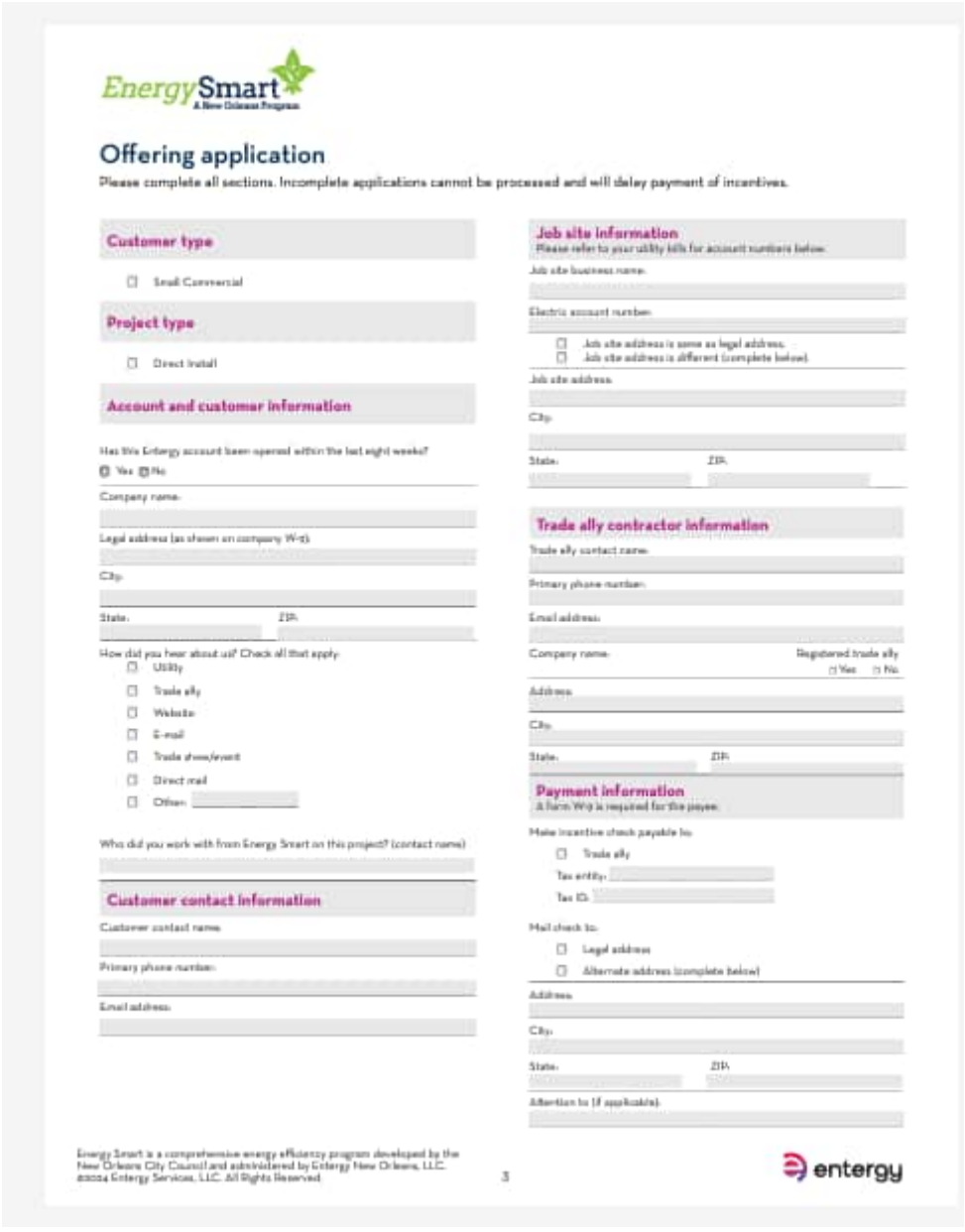
- Completed Energy Smart SBDI offering application. (Verify that all fields are completed. Incomplete applications cannot be processed.)
  - Completed Small Business Direct Install measure list with quantities installed.
- Copy of recent Entergy New Orleans bill.
- Cut sheet or manufacturer specification sheet. (Include a cut sheet or manufacturer specification sheet for all equipment installed as part of the project.)
- Project invoice with incentive discounted off the final amount owed.

Submit your application:

Email your application and all supporting documentation to **commercialapps@energysmartnola.com**. Please retain a copy of the application for your records.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC.
©2024 Entergy Services, LLC. All Rights Reserved.

entergy



EnergySmart
A New Orleans Program

Offering application

Please complete all sections. Incomplete applications cannot be processed and will delay payment of incentives.

Customer type

☐ Small Commercial

Project type

☐ Direct Install

Account and customer information

Has this Entergy account been opened within the last eight weeks?
☐ Yes ☐ No

Company name:

Legal address (as shown on company W-9):

City:

State: ZIP:

How did you hear about us? Check all that apply:
☐ Utility
☐ Trade ally
☐ Website
☐ E-mail
☐ Trade show/event
☐ Direct mail
☐ Other:

Who did you work with from Energy Smart on this project? (contact name)

Customer contact information

Customer contact name:

Primary phone number:

Email address:

Job site information

Please refer to your utility bills for account numbers below.

Job site business name:

Electric account number:

☐ Job site address is same as legal address.
☐ Job site address is different (complete below).

Job site address:

City:

State: ZIP:

Trade ally contractor information

Trade ally contact name:

Primary phone number:

Email address:

Company name: Registered trade ally ☐ Yes ☐ No

Address:

City:

State: ZIP:

Payment information

A Form W-9 is required for the payee.

Make incentive check payable to:
☐ Trade ally
Tax entity:
Tax ID:

Mail check to:
☐ Legal address
☐ Alternate address (complete below)

Address:

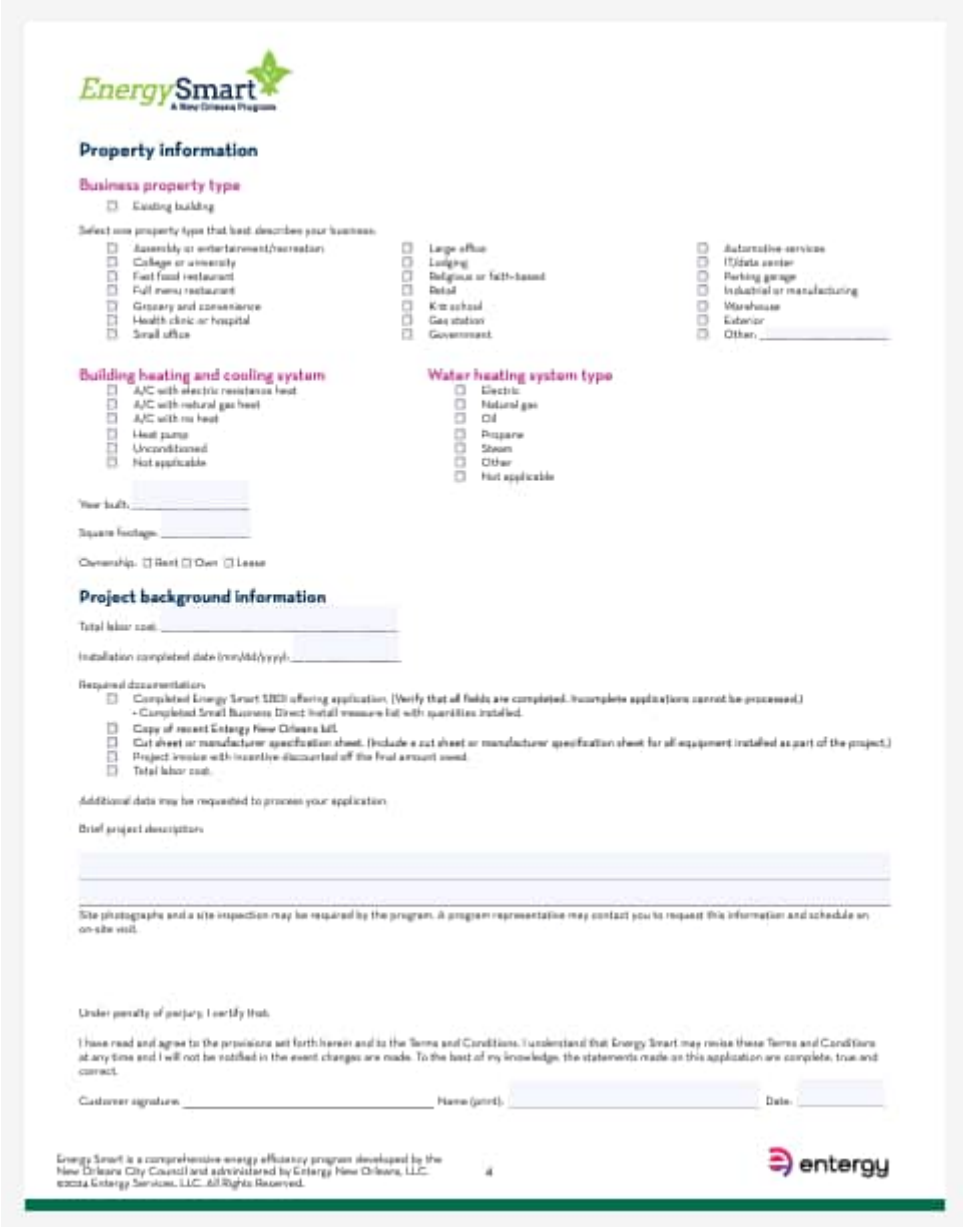
City:

State: ZIP:

Attention to (if applicable):

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.

entergy



EnergySmart
A New Orleans Program

Property information

Business property type

☐ Existing building

Select one property type that best describes your business.

☐ Assembly or entertainment/recreation
☐ College or university
☐ Fast food restaurant
☐ Full menu restaurant
☐ Grocery and convenience
☐ Health clinic or hospital
☐ Small office
☐ Large office
☐ Lodging
☐ Religious or faith-based
☐ Retail
☐ K-12 school
☐ Gas station
☐ Government
☐ Automotive services
☐ IT/data center
☐ Parking garage
☐ Industrial or manufacturing
☐ Warehouse
☐ Exterior
☐ Other: _____

Building heating and cooling system

☐ A/C with electric resistance heat
☐ A/C with natural gas heat
☐ A/C with no heat
☐ Heat pump
☐ Unconditioned
☐ Not applicable

Water heating system type

☐ Electric
☐ Natural gas
☐ Oil
☐ Propane
☐ Steam
☐ Other
☐ Not applicable

Year built: _____

Square footage: _____

Ownership: ☐ Rent ☐ Own ☐ Lease

Project background information

Total labor cost: _____

Installation completed date (mm/dd/yyyy): _____

Required documentation:

☐ Completed Energy Smart SBDI offering application. (Verify that all fields are completed. Incomplete applications cannot be processed.)
- Completed Small Business Direct Install measure list with quantities installed.

☐ Copy of recent Entergy New Orleans bill.
☐ Cut sheet or manufacturer specification sheet. (Include a cut sheet or manufacturer specification sheet for all equipment installed as part of the project.)
☐ Project invoice with incentive discounted off the final amount owed.
☐ Total labor cost.

Additional data may be requested to process your application.

Brief project description:

Site photographs and a site inspection may be required by the program. A program representative may contact you to request this information and schedule an on-site visit.

Under penalty of perjury, I certify that:

I have read and agree to the provisions set forth herein and to the Terms and Conditions. I understand that Energy Smart may revise these Terms and Conditions at any time and I will not be notified in the event changes are made. To the best of my knowledge, the statements made on this application are complete, true and correct.

Customer signature: _____ Name (print): _____ Date: _____

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC.
©2014 Entergy Services, LLC. All Rights Reserved.

4

entergy

EnergySmart
A New Orleans Program

Small Business Direct Install offering incentives

Measure	Requirements	SBDI incentive	Unit	Quantity*	Total material cost*	Estimated incentive
Interior lighting						
LED downlight lamp/kit	ENERGY STAR® certified.	$10.25	per fixture			
LED exit sign	<5 watts, must meet state fire marshal codes and be UL listed.	$27.50	per sign			
T8/T12 upgrade to LED linear - 4ft	DLC listed. For retrofitting and replacing existing fixtures. Quantity (# of units) is based on number of existing lamps being replaced.	$11.88	per lamp			
T8/T12 high output (HO) upgrade to LED linear - 4ft		$12.50	per lamp			
T5 upgrade to LED linear - 4ft		$9.38	per lamp			
T5 high output (HO) upgrade to LED linear - 4ft		$10.25	per lamp			
T8/T12 upgrade to LED linear - 8ft		$21.25	per lamp			
T8/T12 high output (HO) upgrade to LED linear - 8ft		$25	per lamp			
T8/T12 upgrade to LED linear - 2ft		$5	per lamp			
T5 upgrade to LED linear - 2ft		$4.38	per lamp			
T5 high output (HO) upgrade to LED linear - 2ft		$6.13	per lamp			
T8/T12 upgrade to LED linear - U-tube		$12.50	per lamp			
LED replacing <175W HID (lamp wattage)	DLC listed.	$105	per fixture			
LED replacing 175W to 250W HID (lamp wattage)		$165	per fixture			
LED replacing 251W to 400W HID (lamp wattage)		$262.50	per fixture			
LED replacing 401W to 1000W HID (lamp wattage)		$408.25	per fixture			
LED replacing >1000W HID (lamp wattage)		$481.25	per fixture			
LED refrigerated case lighting (without controls)	DLC listed. Retrofits must completely remove the existing fluorescent fixture and connectors and ballasts to qualify; wiring may be reused.	$55	per door			
LED refrigerated case lighting (with controls)		$77.25	per door			
Exterior lighting						
LED downlight lamp/kit	ENERGY STAR® certified.	$10.25	per lamp			
T8/T12 upgrade to LED linear - 4ft	DLC listed. For retrofitting and replacing existing fixtures. Quantity (# of units) is based on number of existing lamps being replaced.	$22	per lamp			
T8/T12 high output (HO) upgrade to LED linear - 4ft		$20.1	per lamp			
T5 upgrade to LED linear - 4ft		$9.38	per lamp			
T5 high output (HO) upgrade to LED linear - 4ft		$10.25	per lamp			
T8/T12 upgrade to LED linear - 8ft		$21.25	per lamp			
T8/T12 high output (HO) upgrade to LED linear - 8ft		$30.75	per lamp			
T8/T12 upgrade to LED linear - 2ft		$5	per lamp			
T5 upgrade to LED linear - 2ft		$4.38	per lamp			
T5 high output (HO) upgrade to LED linear - 2ft		$6.13	per lamp			
T8/T12 upgrade to LED linear - U-Tube		$13.75	per lamp			

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

Measure	Requirements	SBDI incentive	Unit	Quantity	Total material cost	Estimated incentives
Exterior lighting (continued)						
LED replacing <175 W HID (lamp wattage)	DLC listed.	$65	per fixture			
LED replacing 175 W to 250 W HID (lamp wattage)		$107.50	per fixture			
LED replacing 251 W to 400 W HID (lamp wattage)		$182.25	per fixture			
LED replacing 401 W to 1000 W HID (lamp wattage)		$456.25	per fixture			
LED replacing >1000 W HID (lamp wattage)		$568.75	per fixture			
Park/athletic field LED replacing <175 W HID (lamp wattage)		$82.13	per fixture			
Park/athletic field LED replacing 175 W to 250 W HID (lamp wattage)		$91.25	per fixture			
Park/athletic field LED replacing 251 W to 400 W HID (lamp wattage)		$98.75	per fixture			
Park/athletic field LED replacing 401 W to 1000 W HID (lamp wattage)		$427.50	per fixture			
Park/athletic field LED replacing >1000 W HID (lamp wattage)		$570	per fixture			
Lighting controls						
Daylighting controller (controlling <300 watts)	Quantity (# of units) is based on number of installed units. Integrated sensors built-in to proposed fixtures do not qualify.	$40	per unit			
Daylighting controller (controlling >300 watts)		$108.75	per unit			
Occupancy sensor (controlling <300 watts)		$60	per unit			
Occupancy sensor (controlling >300 watts)		$182.25	per unit			
Occupancy sensor – daylighting control (controlling <300 watts)		$30	per unit			
Occupancy sensor – daylighting control (controlling >300 watts)		$228.75	per unit			
Bi-level parking garage lighting control (controlling <30 watts)	At low power, lights must consume less than 70% of full load power. Quantity (# of units) is based on number of installed units. Fixture-integrated sensors do qualify for this incentive.	$22.25	per unit			
Bi-level parking garage lighting control (controlling 31-100 watts)		$28.75	per unit			
Bi-level parking garage lighting control (controlling 101-150 watts)		$37.25	per unit			
Bi-level parking garage lighting control (controlling 151-200 watts)		$48.50	per unit			
Refrigeration						
ECM motor for freezer and cooler	Applicable only to refrigerated cooler and freezer fans.	$125	per motor			
Evaporator fan controller for freezer and cooler	Controller must turn on fan only when the system's thermostat is calling for the compressor to operate.	$81.25	per fan controlled			
Anti-sweat heater controls for freezer and cooler	Controller must sense dew point temperature of case exterior environment and vary power supplied to heaters accordingly. Applicable for retrofit only, not applicable for new equipment with integrated controls.	$43.75	per linear foot of case			
Refrigerated case night covers	Applicable for retrofit only, not applicable for new cases with integrated night covers.	$73	per linear foot of case			
ENERGY STAR® solid door refrigerator	Must be ENERGY STAR® certified.	$108.75	per unit			
ENERGY STAR® solid door freezer	Must be ENERGY STAR® certified.	$228.75	per unit			
Strip curtains for walk-in coolers	Applicable to coolers with damaged strip curtains or without pre-existing strip curtains.	$3	per square foot covered			
Strip curtains for walk-in freezers	Applicable to freezers with damaged strip curtains or without pre-existing strip curtains.	$10	per square foot covered			
Strip curtains for refrigerated warehouse doors	Applicable to doors with damaged strip curtains or without pre-existing strip curtains.	$10	per square foot covered			

EnergySmart
A New Orleans Program

Measure	Requirements	SBDI incentive	Unit	Quantity	Total material cost	Estimated incentives
Refrigeration (continued)						
Door gaskets - coolers	*Baseline standard is walk-in or reach-in cooler or freezer with worn-out, defective gaskets. *Efficiency standard for this measure is a new, better-fitting gasket.	$2.50	per linear foot			
Door gaskets - freezers		$17.50	per linear foot			
Auto door closers - coolers	*Auto. hydraulic-type door closer on main walk-in cooler or freezer insulated opaque door(s). *Must firmly close the door when it is within 1 inch of full closure.	$141.75	per unit			
Auto door closers - freezers		$195.25	per unit			
Totals:						

Footnotes

*For all light bulbs/lamps, light fixtures and exit signs, quantities are based on number of EXISTING lamps/fixtures being replaced, which this accounts for scenarios of de-lamping.
**The total material cost is the total cost of all the bulbs or fixtures for a particular measure/line item.
^Any replacement of equipment that operates 24/7 (and will continue to do so after the project is completed) will qualify for incentive rebates under the custom lighting program as a separate application.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC.
©2014 Entergy Services, LLC. All Rights Reserved.

entergy

EnergySmart
A New Orleans Program

Program agreement Terms and Conditions

Entergy New Orleans, LLC ("ENO") and APTIM Environmental & Infrastructure, LLC. ("APTIM" or "Program Administrator") have entered into an agreement whereby APTIM will design, implement, and administer the Energy Smart Program in accordance with the ENO comprehensive demand side management plan. Program Administrator and any eligible applicants to a Program shall be the parties to and bound by these terms and conditions ("this Agreement"). ENO, Entergy Corporation, and ENO's affiliates shall be third-party beneficiaries of this Agreement and Applications.

1. **Definitions**
   a. Applicant means any person who submits an application to a Program.
   b. Approval Date means the date on which Program Administrator approves an Application.
   c. APTIM means APTIM Environmental & Infrastructure, Inc.
   d. ENO means Entergy New Orleans, LLC.
   e. Program Administrator means APTIM.
   f. Program means any of the Energy Smart Programs that are administered by the Program Administrator.
   g. Program Payment means any monetary incentive or reward available to ENO customers that meet the requirements for each Program and which are paid pursuant to the terms and conditions of this Agreement.
   h. Project or Project Measure means specific energy efficiency measures listed on applications and approved by Program Administrator.
   i. Project Pre-Approval Date means the date the Program Administrator confirms all required documentation has been provided to pre-approve the Project for participation in the Program.
   j. Project Approval Date means the date the Program Administrator approves the Project for payment.
   k. Project Completion Date means the date the Program Administrator accepts the Project Completion Notice.
   l. Project Completion Deadline means the completion date established by the Program for the specific Project or Project measure associated with the Application.
   m. Project Completion Notice means the notice to be provided by Applicant to Program Administrator after completion of a Project.

2. **Incentive offer**

Program Payments shall be available to eligible Applicants who properly submit a Program application ("Application") and meet Program requirements described further herein. Program Payments shall be available according to the terms of the applicable Program and Application, as well as this Agreement. Products required by the applicable Program must be purchased and installed within the date range outlined on the Application. Applicant understands that all custom incentive Applications must be pre-approved in writing by the Program Administrator. Applicants should maintain a copy of the Application for your records. Incomplete Applications will be returned and will not be processed. Final applications must have complete information and be submitted with proof of purchase, such as receipts or invoices that clearly itemize the product(s) and/or service(s) received. Purchase orders, proposals, and quotes are not considered proof of purchase.

3. **Project term and description**

The Term of this Agreement shall begin on the Approval Date as determined by the Program as part of the Application to this Agreement and shall run continuously through the Project Completion Deadline, unless extended or terminated pursuant to this Agreement or by notification of either of the parties. The Project shall be implemented in accordance with this Agreement.

4. **Program payments**

Upon completion of a Project, Applicant shall submit a Project Completion Notice to Program Administrator. Upon receipt and acceptance of a Completion Notice and any other requested project documentation, Program Administrator will facilitate Program Payment to the Applicant. There shall be no obligation to make any payments to the Applicant if ENO does not provide the funds to the Program for this purpose. The Program Administrator, on behalf of the Program, reserves the right to increase or decrease incentive amounts, and associated energy savings to be claimed, if conditions change from the time of Project Pre-Approval to the time of Project implementation. This includes, but is not limited to, Project cost and Project scope. Applicants may only receive one payment per Project Measure. Should Applicant or its representative make duplicate application for payment for the same Project, ENO or its representative has the right to recover any payments made in excess of the entitled payment. The Program excludes internal, non-contracted labor for private companies or individuals when calculating the total project cost. Incentives are available on a first-come, first-served basis. Incentives are subject to change or termination without notice at the discretion of the Program Administrator and ENO. Agreements that are in place and applications that are in progress during a change in incentive or program availability shall be honored.

5. **Program discretion**

The Program Administrator and ENO reserve the right to change or discontinue aspects of the Program upon a 45-day notice. The Program Administrator also reserves the right, in its sole discretion, to withhold or terminate Program Payments immediately if:
(i) An identified problem with a Project is not resolved, due to an Applicant's failure to follow any and all applicable terms and conditions, rules, or procedures; or
(ii) Determination that Applicant's receipt of Incentive Payments will not result in the implementation of any measures by Applicant, or if the measures will not result in the reduction of energy usage; or
(iii) The Applicant becomes "Insolvent" (which shall mean Applicant (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, including but not limited to the United States Bankruptcy Code or the laws of any state, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes the subject of a bankruptcy proceeding or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due).

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.

entergy

8. Misrepresentation
Any and all funds determined by the Program, Program Administrator, or ENO to have been acquired on the basis of false information supplied by or on behalf of Applicant must be returned to the Program. This article shall not limit other remedies that may be available for the filing of false or fraudulent Applications. Applicant shall be responsible for all costs incurred for collection of monies owed due to any misrepresentation or false statements.

9. Project implementation
(i) The Applicant's procurement, installation, and implementation ("Completion") of energy efficiency measures shall be accomplished in accordance with the requirements outlined in this Agreement. The Applicant shall deliver to Program Administrator a Project Completion Notice by the Project Completion Deadline noted in the Application. The Applicant must provide invoices for equipment purchased or service performed as well as documentation that verifies that the energy efficiency measures (i) have been properly installed, (ii) are functioning properly, and (iii) have the potential to generate energy savings if properly maintained and operated. All Projects are expected to comply with standard federal, state, and local building and construction codes. All equipment must be new, used or rebuilt equipment is eligible only when pre-approved by Program Administrator in writing. Displaced equipment must not be reused as part of the Project unless determined as part of the Project and reviewed in accordance with Project Pre-Approval. Equipment purchased under a capital lease structure may qualify for an incentive, but must be pre-approved by Program Administrator in writing before project initiation or entering into the equipment lease.
(ii) Should Program Administrator discover that the Project was not implemented as attested to in the Project Completion Notice, the Applicant may be considered in breach of this Agreement and required to repay any incentive payment made, including costs incurred by the Program Administrator or ENO to recover such fees, and may be subject to any additional relief to which ENO may be entitled.

8. Right to inspect
The Program Administrator and ENO shall have the right to inspect any and all Project records and installations during the term of this Agreement and the corresponding Application, and for a two-year period thereafter. The Program Administrator and its designated representatives shall have the right to observe and inspect all Project work in any of the Applicant's facilities upon advance notice for a period of 2 years from the Project Payment date. The Applicant shall maintain accurate records of the Project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of 2 years from the date of the applicable Project Payment.

9. Monitoring and verification
The Program Administrator, and its designated representatives, shall have the right to monitor energy use/production prior to and after installation of the Project and to perform an inspection of any Project to evaluate Program efficacy for a period of 2 years from the date of Project Payment under this Agreement or pursuant to an Application.

10. Manner and performance
The Applicant shall perform its responsibilities under this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Applicant shall make all reasonable attempts to ensure that all Project work, as described in this Agreement, is performed in accordance with current professional standards and with the diligence and skill expected for the performance of such work.

11. Representations/warranty
The Program Administrator and ENO do not endorse any particular trade ally, manufacturer, product, system, or design by offering an incentive. The Program Administrator and ENO are not responsible for any tax liability imposed on the recipient as a result of the payment of incentives. The Program Administrator and ENO make no representation or warranty and assume no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, Project, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. The Program Administrator and ENO do not guarantee that installation and operation of energy-efficient equipment will result in reduced usage or in cost savings. The Program Administrator and ENO are not responsible for the proper disposal or recycling of any waste generated as a result of any Project. The Program Administrator and ENO are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of any Project, products, equipment, or appliances, or the installation thereof.

12. Default and termination
(i) This Agreement shall remain in effect until the Project Completion Deadline as specified in the Application hereof unless a Party is in breach of any provision of this Agreement.
(2) In the event that ENO terminates, for any cause, Program Administrator's Contract, which terminates Program Administrator's right to act as Program Administrator of the Energy Smart Program, responsibility for this Agreement transfers to the new Program Administrator or ENO until a new Program Administrator is named.
(3) This Agreement may be terminated at Program Administrator's sole discretion if Applicant does not complete implementation of the Project on or before the Project Completion Deadline, unless the Project Completion Date is extended by mutual written agreement of the Parties.
(4) Program Administrator as approved by ENO reserves the right to change or discontinue any Program at any time with 45-day notification, and reserves the right to terminate or amend this Agreement upon the change or discontinuance of any such Program, or as directed by the Council of the City of New Orleans or pursuant to a change in laws or regulations applicable to a Program.

13. Indemnification and damages
The Applicant shall protect, indemnify, defend, and hold harmless Program Administrator, ENO, and the City of New Orleans (the "City") respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, (collectively the "Indemnitees") against all losses, damages, expenses, fees, costs, and liability arising from the Program, any Project, design, consulting, product, system, equipment, or appliance, and claims thereof by Applicant or any third party. The Applicant agrees that such obligations under this Article shall survive any expiration or termination of this Agreement or an Application, and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Applicant agrees to limit Program Administrator's, ENO's, and the City's liability to the total amount of the Project Payments identified in the Application for the Project giving rise to such liability. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Under no circumstances shall Indemnitees be liable for any special, indirect, or consequential damages, including, but not limited to, lost profits, loss of earning, or loss of use, however the same may be caused.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.

14. Publicity
The Applicant shall not use the Program, Program Administrator's or ENO's corporate name, logo, identity, any affiliation, or any related logo including the "Energy Smart" name, logo, or identity, for any marketing, advertising, or solicitation without prior written consent of Program Administrator and ENO, which may be withheld for any or no reason. Program Administrator and ENO reserve the right to publicize the Applicant's participation in the Energy Smart program unless requested otherwise in writing and submitted to info@energysmartnola.com at the time the Application is submitted. For purposes of the foregoing, to the extent applicable, Applicant grants Program Administrator and its contractors a nonexclusive, fully paid up, irrevocable license to Applicant's name and logo solely for the purpose of publicizing Applicant's participation in the Program.

15. Review and disclaimer
Execution of this Agreement and any review of the design, construction, operation, or maintenance of the Project by any Program representative or any of their subcontractors shall not constitute any representation or warranty by the Program, Program Administrator, or ENO as to the economic or technical feasibility, operational capability, or reliability of any renewable or energy efficiency measures or the capability or reliability of any market provider performing any work on the Project. The Applicant shall in no way represent to any third party that the execution of this Agreement or an Application, or any reviews by Program representatives or their subcontractors, including, but not limited to, review of the design, construction, operation, or maintenance of the Project is a representation or warranty by the Program, Program Administrator, or ENO as to the economic or technical feasibility, operational capability, or reliability of the renewable or energy efficiency measures or an endorsement of the contractor performing work on the Project. The Applicant is solely responsible for the technical feasibility, operational capability, and reliability of the renewable or energy efficiency measures.

16. Miscellaneous
(1) Governing Law. All Applications, Incentive Agreements, and these Terms and Conditions shall be governed, construed, and enforced in accordance with the laws and regulations of the State of Louisiana, without regard to any conflicts of laws or principles that may direct the application of the laws of another jurisdiction. The Applicant irrevocably submits to the jurisdiction of the state and federal courts sitting in New Orleans, Louisiana, with regard to any controversy in any way relating to the execution, delivery, or performance of an Application or this Agreement. Suits, claims, or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else. The exclusive venue for any dispute or controversy arising under an Application or Incentive Agreement shall be the Orleans Parish Civil District Court or the Federal District Court for the Eastern District of Louisiana.
(2) Compliance with Applicable Laws. The Applicant shall at all times comply with and observe all federal and Louisiana state laws and published circulars, local laws, ordinances, rules, and regulations which are in effect from the time at which Applicant submits an Application or enters into this Agreement through Applicant's receipt of a Program Payment as they pertain to this Program. All references to statutes or regulations contained in any Application or this Agreement shall be construed to include successors thereto.
(3) Assignment. Upon consent of ENO, Program Administrator may assign, transfer, or convey any Application or any of its rights, obligations, interests, or responsibilities thereunder, in whole or in part, without the consent of the Applicant. Neither an Application nor any rights or obligations hereunder or thereunder may be sold, assigned, transferred, or otherwise disposed by Applicant, whether pursuant to a change of control, by operation or law, or otherwise, without Program Administrator's prior written consent.
(4) Severability. If any provision of any Application or this Agreement is construed by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the Application or this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part thereof. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, the Application or this Agreement shall be reformed with a similar provision that is legal, valid, and enforceable.
(5) Risk of Loss. The Program Administrator and ENO at no time assume risk of loss for any personal property of the Applicant or any third party.
(6) Waiver. Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

17. Acceptance
The Applicant is required to acknowledge its understanding and acceptance of the terms and conditions of this Agreement by signing and returning executed copy of the Energy Smart Program Application to the Program Administrator at the address or email identified in this form on or before the required Deadline. If a completed Application is not received by the Project Pre-Approval or Application deadline, Program Administrator will consider that Applicant's decision is to decline the terms and conditions contained herein, and this Agreement will be of no force and effect.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2014 Entergy Services, LLC. All Rights Reserved.

New Construction Code Compliance Collateral





New Construction Code Compliance

In July 2023, the State of Louisiana adopted an advanced building energy code. In order to help commercial building owners meet this new code, Energy Smart is offering financial incentives for the installation of high efficiency equipment through the Energy Smart New Construction Code Compliance offering.

Project eligibility

- New building/ground-up construction.
- Addition or expansion of an existing building.
- Gut rehabs that include replacement of all electrical systems, including HVAC, lighting or process equipment.
- "Warm Shell" projects, where the building envelope, central mechanical system and core lighting systems are included in the design and construction, but future buildout work or tenant improvements are permitted separately.

Incentive offerings

Prescriptive incentives	Custom incentives	Whole building performance incentive	Interior and exterior lighting incentives
Measures with deemed energy efficiency savings and incentives.	Available for all other measures and requires calculated energy savings analysis.	Available for projects that perform energy modeling, resulting in holistic design and construction energy efficiency improvements.	Based on the proposed system's lighting power density compared to the maximum wattage allowed by code.

Visit **energysmartnola.com** or **scan the QR code** to download application materials.

energysmartnola.com | info@energysmartnola.com | 504-229-6868

entergy

EnergySmart
A New Orleans Program

entergy

New Construction Code Compliance prescriptive incentive rates

Rates effective July 1, 2024 (may change at program's discretion).

Measure	Small Commercial Solutions	Large Commercial & Industrial	Unit	Requirements
Interior lighting				
Lighting power density	$1	$1	per watt below code	Applicable to both interior and exterior lighting. Lighting power density savings must exceed 10% of code allowance.
HVAC				
High efficiency A/C unit	$45	$45	per ton	• A/C unit (≥5.4 tons): min 12.2 EER, 14.5 SEER2. • A/C unit (5.4 to 11.2 tons): min. 12.2 EER, 14.8 SEER. • A/C unit (11.3 to 20 tons): min. 12.2 EER, 14.8 SEER. • A/C unit (20.1 to 63.3 tons): min. 10.8 EER, 13.5 SEER. • A/C unit (>63.3 tons): min. 10.4 EER, 13.0 SEER. • Must be AHRI certified.
High efficiency heat pump unit	$65	$59	per ton	• HP unit (<5.4 tons): min. 12.2 EER, 14.5 SEER2, 8.0 HSPF2. • HP unit (5.4 to 11.3 tons): min. 11.5 EER, 14.5 SEER, 12.0 HSPF. • HP unit (11.3 to 20 tons): min. 10.9 EER, 14.0 SEER, 12.0 HSPF. • HP unit (>20.1 tons): min. 10.3 EER, 13.0 SEER, 12.0 HSPF. • Must be AHRI certified.
High efficiency packaged terminal A/C (PTAC) unit	$69	$69	per ton	• Standard PTAC (<0.6 tons): min. 13 EER. • Standard PTAC (0.6 to 1.25 tons): min. 12 EER. • Standard PTAC (>1.25 tons): min. 11 EER. • Non-standard PTAC (<0.6 tons): min. 11 EER. • Non-standard PTAC (0.6 to 1.25 tons): min. 9 EER. • Non-standard PTAC (>1.25 tons): min. 9 EER. • Must be AHRI certified. -Standard refers to PTAC dimensions of (42" wide, 16" high and 13 3/4" deep); all other dimensions are non-standard.
High efficiency packaged terminal HP (PTHP) unit	$85	$85	per ton	• Standard PTHP (<0.6 tons): 13 EER, 3.5 COP. • Standard PTHP (0.6 to 1.25 tons): 12 EER, 3.4 COP. • Standard PTHP (>1.25 tons): 11 EER, 3.3 COP. • Non-standard PTHP (<0.6 tons): 10 EER, 3.2 COP. • Non-standard PTHP (0.6 to 1.25 tons): 9 EER, 3.1 COP. • Non-standard PTHP (>1.25 tons): 8 EER, 3 COP. • Must be AHRI certified. -Standard refers to PTAC dimensions of (42" wide, 16" high and 13 3/4" deep); all other dimensions are non-standard.
Guestroom energy management controls	$55	$55	per unit/room	• Must utilize occupancy sensor to control guestroom HVAC. • Must set back thermostat setting by a minimum of 7°F.
High efficiency air-cooled chiller	$40	$40	per ton	• Air-cooled chiller (<150 tons): min 9.7 full-load EER, 13.8 IPLV EER. • Air-cooled chiller (>150 tons): min 9.7 full-load EER, 16.1 IPLV EER.
High efficiency positive displacement water-cooled chiller	$25	$25	per ton	• Water-cooled PD chiller (<75 tons): min full-load kW/ton 0.78, IPLV kW/ton 0.5. • Water-cooled PD chiller (75 to 150 tons): min full-load kW/ton 0.75, IPLV kW/ton 0.49. • Water-cooled PD chiller (150 to 300 tons): min full-load kW/ton 0.68, IPLV kW/ton 0.44. • Water-cooled PD chiller (>300 tons): min full-load kW/ton 0.65, IPLV kW/ton 0.41.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

EnergySmart
A New Orleans Program

Measure	Small Commercial	Large Commercial	Unit	Requirements
High efficiency centrifugal water-cooled chiller	$45	$45	per ton	• Water-cooled cent. chiller (>300 tons): min full-load kW/ton 0.603, IPLV kW/ton 0.44. • Water-cooled cent. chiller (300 to 600 tons): min full-load kW/ton 0.595, IPLV kW/ton 0.39. • Water-cooled cent. chiller (>600 tons): min full-load kW/ton 0.585, IPLV kW/ton 0.38.
Refrigeration				
ECM motor for freezer or cooler	$125	$125	per unit	Applicable only to refrigerated cooler and freezer fans.
Evaporator fan controller for freezer or cooler	$26	$26	per motor controlled	Controller must turn on fan only when the system's thermostat is calling for the compressor to operate.
Anti-sweat heater controls for freezer or cooler	$23	$23	per linear ft. of case	• Controller must sense dew point temperature of case exterior environment and vary power supplied to heaters accordingly. • Applicable for retrofit only; not applicable for new equipment with integrated controls.
ENERGY STAR® solid door refrigerator	$121	$121	per unit	Must be ENERGY STAR® certified.
ENERGY STAR® solid door freezer	$220	$220	per unit	Must be ENERGY STAR® certified.
Commercial kitchen				
ENERGY STAR® commercial electric fryer	$288	$288	per unit	Electrically heated and ENERGY STAR® certified.
ENERGY STAR® commercial electric steam cooker	$2,490	$2,490	per unit	
ENERGY STAR® electric convection oven	$90	$90	per unit	
ENERGY STAR® electric griddle	$60	$60	per linear ft. of width	
ENERGY STAR® commercial dishwasher	$738	$738	per unit	
Food service kitchen exhaust controls	$711	$711	per exhaust fan HP	Controls must automatically adjust flow of exhaust ventilation system using variable speed fan motor.
Low-flow water fixtures				
Low-flow sink aerators	$5	$5	per aerator	• Maximum flow rate of 1.0 GPM. • Applicable only to faucets supplied with electrically heated water.
Low-flow showerheads	$8	$8	per showerhead	• Maximum flow rate of 1.75 GPM. • Applicable only to showers supplied with electrically heated water.
Pre-rinse spray valves	$46	$46	per spray valve	• Maximum flow rate of 1.0 GPM. • Applicable only to faucets supplied with electrically heated water.

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

New Construction Code Compliance email campaign

EnergySmart
A New Orleans Program



Energy Smart is excited to announce significant changes to the New Construction offering

New Construction Code Compliance

What's new?

In July 2023, the State of Louisiana adopted the advanced building energy code IECC 2021. In order to help commercial building owners meet this new code, Energy Smart is offering financial incentives for the installation of high efficiency equipment through the New Construction Code Compliance offering.

$1,000 trade ally bonus

Prescriptive and custom incentive rates have been increased significantly and Energy Smart is now offering a New Construction Code Compliance Trade ally bonus of $1,000 for trade allies that submit qualifying project documentation.

Project eligibility

- New building/ground-up construction.
- Addition or expansion of an existing building.
- Gut rehabs that include replacement of all electrical systems, including HVAC, lighting or process equipment.
- "Warm Shell" projects, where the building envelope, central mechanical system and core lighting systems are included in the design and construction, but future buildout work or tenant improvements are permitted separately.

Incentive offerings

- Prescriptive incentives.
- Whole building performance incentives.
- Custom incentives.
- Interior and exterior lighting incentives.

Click here to learn more and download program materials

Please contact Energy Smart with questions or concerns at info@energysmartnola.com or 504-229-6868.

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

EnergySmart
A New Orleans Program



New Construction Code Compliance

What's new?

In July 2023, the State of Louisiana adopted the advanced building energy code IECC 2021. In order to help commercial building owners meet this new code, Energy Smart is offering financial incentives for the installation of high efficiency equipment through the New Construction Code Compliance offering.

$1,000 trade ally bonus

Prescriptive and custom incentive rates have been increased significantly and Energy Smart is now offering a New Construction Code Compliance Trade ally bonus of $1,000 for trade allies that submit qualifying project documentation.

Project eligibility

- New building/ground-up construction.
- Addition or expansion of an existing building.
- Gut rehabs that include replacement of all electrical systems, including HVAC, lighting or process equipment.
- "Warm Shell" projects, where the building envelope, central mechanical system and core lighting systems are included in the design and construction, but future buildout work or tenant improvements are permitted separately.

Incentive offerings

- Prescriptive incentives.
- Whole building performance incentives.
- Custom incentives.
- Interior and exterior lighting incentives.

Click here to learn more and download program materials

Please contact Energy Smart with questions or concerns at info@energysmartnola.com or 504-229-6868.

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

Our mailing address is:
Energy Smart
1100 Poydras St., Suite 2060
New Orleans, LA 70163



EnergySmart
A New Orleans Program

New Orleans Ernest N. Morial Convention Center

Challenge

As one of the largest buildings in the region, with 3 million square feet under one roof, the New Orleans Ernest N. Morial Convention Center faced the daunting task of minimizing its overall environmental impact while maintaining operational efficiency and comfort.

Project summary

The NOEMCC team is committed to reducing environmental impacts and helping their customers meet their sustainability goals. Since 2018, they have actively engaged with the Energy Smart program, implementing various energy-saving initiatives. To date, Energy Smart incentives have funded 21 projects. These projects include lighting upgrades, HVAC optimization, chiller replacements as well as the 40-acre cool roof installation and additional lighting upgrades that are currently in progress. These upgrades have not only reduced operating costs significantly but have also contributed to environmental conservation.

"In lockstep with our mission and values, NOENMCC and Energy Smart forged an alliance and illuminated a pathway toward sustainable excellence and shared value. We are grateful for the partnership and proud to be a leader in the community so that others can follow and take benefit from the program."

Adam J. Straight
Chief Operating Officer
New Orleans Ernest N. Morial Convention Center

Ready to get Energy Smart?

Visit energysmartnola.com, call 504-229-6868 or scan the QR code today.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

Project facts:

$987,913
in incentives.

$1,569,745.81
estimated annual savings.

14,028,112
kWh saved.

21
total projects.

425,668*
Bags of recycled trash.

*Calculated using the EPA Greenhouse Gas Equivalency Calculator.

Save energy and money through standard upgrades such as:

- HVAC and controls.
- Lighting systems.
- Motors and pumps.
- Refrigeration systems.
- Compressed air systems.
- Building automation systems.

About Energy Smart

Since 2010, Energy Smart has helped Entergy New Orleans customers save energy and money by providing cash incentives for completing energy efficiency upgrades.

entergy

EnergySmart
A New Orleans Program

A+ in energy savings

On average, a school's electricity costs are about $1.10 per square foot annually. Lighting and HVAC are responsible for up to 56% of a school's energy use. By making energy-efficient upgrades to these systems, schools can achieve 10-20% in energy savings. When these savings are reinvested into school programs, it can have a positive impact on students' lives and their educational experiences. Lycée Français de la Nouvelle-Orléans (LFNO), the only PreK-12 French public school in New Orleans, understood the positive impact that energy efficiency upgrades, implemented with incentives from Energy Smart, would have on their bottom line and on the success of their students.

Project summary

Lycée Français de la Nouvelle-Orléans has been utilizing Energy Smart incentives for equipment upgrades since 2019, when they replaced a water-cooled chiller and cooling tower with an efficient air-cooled chiller. Outside air ductwork was also installed to mitigate condensation, humidity and temperature issues. Later projects consisted of LED lighting and fixture upgrades as well as upgrading their existing HVAC equipment with control solutions and web-based building automation for better control over heating and cooling costs. The cost savings for these upgrades can save thousands of dollars on utilities annually.

"As a school network, we're witnessing significant cost reductions. These project initiatives have the potential to annually save our school at least $50,000 across energy, maintenance and HVAC expenses. These savings represent a substantial investment that LFNO can utilize to broaden our capabilities for serving our students and providing a high-quality education environment."

Danielle Dufauchard
Deputy Superintendent, Lycée Français de la Nouvelle-Orléans

"Empowering schools to embrace and implement energy-saving upgrades isn't just about saving resources – it's about investing in the future of education and sustainability for generations to come. Our program offerings and cash incentives are designed to do exactly that."

Derek Mills
Demand Side Management Manager, Entergy New Orleans

Ready to get Energy Smart?

Visit energysmartnola.com, call 504-229-6868 or scan the QR code today.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.



Lycée Français de la Nouvelle-Orléans

$349,329
in incentives.

679,851 kWh
saved.

10
total projects.

87,332*
school lunches.

*Equates to number purchased with incentives based on LFNO lunch cost of $4.

Save energy and money through standard upgrades such as:

- HVAC and controls.
- Lighting systems.
- Motors and pumps.
- Refrigeration systems.
- Compressed air systems.
- Building automation systems.

About Energy Smart

Since 2010, Energy Smart has helped Entergy New Orleans customers save energy and money by providing cash incentives for completing energy efficiency upgrades.

entergy

EnergySmart
A New Orleans Program

Southern University at New Orleans

Challenge

Like many college campuses, the buildings at Southern University at New Orleans were not as energy efficient as they could have been due to outdated and obsolete equipment. Implementing energy efficiency measures would not only contribute to reducing SUNO's annual utility costs, but distinguish them as environmental leaders to staff, students and alumni.

Project summary

In 2022, SUNO began implementing energy-saving measures through the Energy Smart program. The costs to upgrade their existing equipment were partially funded with the cash incentives from Energy Smart. SUNO utilized these incentives to implement LED lighting upgrades in the gym, replace the existing HVAC building control systems with building automation upgrades in four academic buildings and replace a chiller in their central plant. These incentives covered nearly 50% of the total project costs, and the equipment upgrades contributed significantly to lowering their operating costs.

> As an institution of higher learning, SUNO should be leading the quest for a sustainable future for the betterment of not just our SUNO community, but for our planet as a whole.
>
> **Dr. James H. Ammons, Jr.**
> **Chancellor, Southern University at New Orleans**

Ready to get Energy Smart?

Visit energysmartnola.com, call 504-229-6868 or scan the QR code today.



Project facts:

$311,720.35
in incentives.

2,028,661.40
kWh saved.

$237,232.14
estimated annual savings.

6
total projects.

61,558*
Bags of recycled trash.
**Calculated using the EPA Greenhouse Gas Equivalency Calculator.*

Save energy and money through standard upgrades such as:

- HVAC and controls.
- Lighting systems.
- Motors and pumps.
- Refrigeration systems.
- Compressed air systems.
- Building automation systems.

About Energy Smart

Since 2010, Energy Smart has helped Entergy New Orleans customers save energy and money by providing cash incentives for completing energy efficiency upgrades.

entergy

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

EnergySmart
A New Orleans Program

Loews New Orleans Hotel

Challenge

On average, hotels spend $2,196 per room each year on energy. Lighting and HVAC are responsible for up to 45 percent of hotel energy use. Making upgrades to these systems can save energy and money and have a positive impact on your bottom line.

Project summary

Loews Hotel replaced all guest room and meeting room thermostats with programmable energy-efficient thermostats that connect directly with the property management system. The thermostat is placed in vacant mode when a guest checks out, allowing for substantial energy savings. Loews Hotel also upgraded its HVAC system to include chilled water pump variable speed controls, a chilled water flow meter and variable frequency drives for air handler supply fans. Lighting was upgraded to LEDs, replacing metal halide baseline lights with non-linear LEDs. Lastly, door gaskets for refrigerators and freezers were replaced. These upgrades saved Loews Hotel energy and reduced operating expenses while demonstrating its commitment to climate stewardship

"The Energy Smart team assisted our operations and business staff through every step of the process, starting with the application submission to issuing our incentive payment. The positive impact these facility upgrades have on our bottom line and overall guest experience will be key to the hotel's sustained growth and success."

Vince McCartney
Director of Engineering
Loews New Orleans Hotel

Ready to get Energy Smart?

Visit energysmartnola.com, call 504-229-6868 or scan the QR code today.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

Project facts:

$286,459
in incentives.

1,229,002
kWh saved.

8
total projects.

Energy savings equal to over
430
hotel rooms booked.

Save energy and money through standard upgrades such as:

- HVAC and controls.
- Lighting systems.
- Motors and pumps.
- Refrigeration systems.
- Compressed air systems.
- Building automation systems.

About Energy Smart

Since 2010, Energy Smart has helped Entergy New Orleans customers save energy and money by providing cash incentives for completing energy efficiency upgrades.

entergy

EnergySmart
A New Orleans Program

McDonalds

Challenge

Fast food restaurants can be some of the most energy-intensive buildings. On average, high-volume fast food restaurants may use up to 10 times more energy per square foot than other commercial buildings. The biggest drivers of energy costs are refrigeration, lighting and cooling, contributing to about 55% of the total energy use – making these systems the best targets for energy savings.

Project summary

McDonald's performed an LED lighting upgrade. They changed out their metal halide baseline lights to non-linear LED, and T8 baseline lights to linear LED. Converting from metal halides to LEDs is more energy efficient and can produce more lumens with less energy, which means brighter lighting and lower utility bills. LEDs have low maintenance requirements, allowing your employees to reallocate their time changing bulbs to doing other tasks. Commercial kitchen upgrades such as strip curtains and door gaskets were installed and lastly, the HVAC system was upgraded with new units and an A/C tune-up.



Project facts:

$16,986
in incentives.

163,922
kWh saved.

4
energy-saving projects completed.

Equal to over
2,887
Happy Meals.

> We have seen a tremendous decrease in our bills since working with Energy Smart, and those savings have been instrumental in our success throughout the COVID-19 crisis.
>
> **Teddy Scott**
> **President & CEO**
> **Scott Management Team**
> **McDonalds**

Save energy and money through standard upgrades such as:

- HVAC and controls.
- Lighting systems.
- Motors and pumps.
- Refrigeration systems.
- Compressed air systems.
- Building automation systems.

About Energy Smart

Since 2010, Energy Smart has helped Entergy New Orleans customers save energy and money by providing cash incentives for completing energy efficiency upgrades.

Ready to get Energy Smart?

Visit energysmartnola.com, call 504-229-6868 or scan the QR code today.

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2024 Entergy Services, LLC. All Rights Reserved.

entergy

Outreach Events

Dillard Housing and Health Fair – March 23, 2024



Love Your City & Riverside Hilton Earth Day Celebration – April 22, 2024



Senior Fest – May 24, 2024



Preservation Resource Center Mid Mod Home Tour – June 25, 2024



Urban League National Health and Family Conference – July 27, 2024





President's Cup Golf Tournament – October 4, 2024





Bayou Road Home Fest – October 20, 2024



Agenda for Children Fall Festival – October 25, 2024



Mayor’s Neighborhood Summit – November 16, 2024



Entergy Customer Appreciation Day – November 18, 2024





EVALUATION, MEASUREMENT & VERIFICATION OF THE PROGRAM YEAR FOURTEEN ENERGY SMART PROGRAMS

SUBMITTED TO: ENTERGY NEW ORLEANS

SUBMITTED ON: AUGUST 11, 2025

SUBMITTED BY: ADM ASSOCIATES, INC.

ADM Associates, Inc.
3239 Ramos Circle
Sacramento, CA, 95827

ACKNOWLEDGEMENTS

ADM Associates, Inc. (ADM) would like to acknowledge the many talented individuals who contributed to this evaluation, measurement, and verification (EM&V) report for program year 14 (PY14).

The Entergy New Orleans (ENO) staff participated in ongoing evaluation deliverable reviews and discussions, attended regular meetings, and responded to follow-up questions, data requests and document requests. They are an ongoing partner in our evaluation efforts.

We also wish to thank the implementation firms: APTIM, Franklin Energy Services, Legacy Professional Services, National Theatre for Children (NTC), Energy Wise Alliance, Honeywell, and their staff for their insights and information.

Additionally, we would like to thank the evaluation staff who supported the creation of this report.

ADM Team

Richard Haley | Lead Residential Field Staff
Joe Marquez | Project Manager
Alexa Gaines | Analyst II
Rowan Haus, Ph.D. | Evaluation Researcher
Chris Johnson | Senior Analyst
Blake Heckendorn, PE | Senior Engineer
Melissa Kosla | Director
Zephaniah Davis | Director
Jeremy Offenstein, Ph.D. | Senior Director
Robert Oliver | Principal

TABLE OF CONTENTS

1 EXECUTIVE SUMMARY 20

1.1 Overview 20
1.2 Evaluation Objectives 20
1.3 Energy Smart Portfolio Overview 20
1.4 Sections of the Report 25

2 EVALUATION FINDINGS 26

2.1 Summary of Evaluation Effort 26

3 EVALUATION METHODOLOGY 87

3.1 Glossary of Terminology 87
3.2 Sampling Approach 89
3.3 Impact Evaluation 90
3.4 Process Evaluation 105
3.5 Cost-Effectiveness Evaluation 108

4 HOME PERFORMANCE WITH ENERGY STAR® 110

4.1 Summary 110
4.2 Program Description 113
4.3 EM&V Methodology 116
4.4 Evaluation Findings 120
4.5 Findings and Recommendations 137

5 INCOME QUALIFIED WEATHERIZATION 139

5.1 Summary 139
5.2 Program Description 142
5.3 EM&V Methodology 145
5.4 Evaluation Findings 146
5.5 Findings and Recommendations 155

6 RETAIL LIGHTING AND APPLIANCE 157

6.1 Summary 157
6.2 Program Description 161
6.3 EM&V Methodology 163

7 MULTIFAMILY SOLUTIONS 181

7.1 Summary 181

7.2 Program Description 184
7.3 EM&V Methodology 187
7.4 Evaluation Findings 187
7.5 Findings and Recommendations 192

8 A/C SOLUTIONS 193

8.1 Summary 193
8.2 Program Description 194
8.3 EM&V Methodology 197
8.4 Evaluation Findings 199
8.5 Findings and Conclusions 212

9 SCHOOL KITS AND EDUCATION 213

9.1 Summary 213
9.2 EM&V Methodology 215
9.3 Evaluation Findings 217
9.4 Findings and Conclusions and Recommendations 219

10 APPLIANCE RECYCLING AND REPLACEMENT 220

10.1 Summary 220
10.2 EM&V Methodology 222
10.3 Evaluation Findings 224
10.4 Findings and Recommendations 226

11 BEHAVIORAL 227

11.1 Summary 227
11.2 Program Description 227
11.3 EM&V Methodology 228
11.4 Evaluation Findings 232
11.5 Findings & Recommendations 238

12 EASYCOOL BRING YOUR OWN THERMOSTAT 240

12.1 Summary 240
12.2 Program Description 241
12.3 EM&V Methodology 242
12.4 Evaluation Findings 246
12.5 Data Tracking Review 252
12.6 Key Findings and Recommendations 253

13 PEAK TIME REBATE PILOT 255

13.1 Summary 255

13.2 Program Description 256
13.3 EM&V Methodology 257
13.4 Evaluation Findings 261
13.5 Data Tracking Review 273
13.6 Key Findings and Recommendations 274

14 RESIDENTIAL BATTERY PILOT 277

14.1 Summary 277
14.2 Program Description 278
14.3 EM&V Methodology 278
14.4 Evaluation Findings 281
14.5 Data Tracking Review 285
14.6 Key Findings and Recommendations 286

15 ELECTRIC VEHICLE PILOT 288

15.1 Summary 288
15.2 Program Description 289
15.3 EM&V Methodology 289
15.4 Evaluation Findings 294
15.5 Data Tracking Review 302
15.6 Key Findings and Recommendations 302

16 LARGE C&I DEMAND RESPONSE 304

16.1 Summary 304
16.2 Program Description 304
16.3 EM&V Methodology 305
16.4 Evaluation Findings 308
16.5 Data Tracking Review 313
16.6 Findings and Recommendations 314

17 SMALL C&I SOLUTIONS 316

17.1 Summary 316
17.2 Program Description 318
17.3 EM&V Methodology 322
17.4 Evaluation Findings 324
17.5 Key Findings & Recommendations 336

18 LARGE C&I SOLUTIONS 338

18.1 Summary 338
18.2 Program Description 341
18.3 EM&V Methodology 344

18.4 Evaluation Findings 345
18.5 Findings and Recommendations 355

19 C&I CONSTRUCTION SOLUTIONS 357

19.1 Program Description 358
19.2 Evaluation Methodology 359
19.3 Findings and Recommendations 363

20 PUBLICLY FUNDED INSTITUTIONS 364

20.1 Summary 364
20.2 Program Description 365
20.3 EM&V Methodology 367
20.4 Evaluation Findings 368
20.5 Key Findings and Recommendations 374

21 APPENDIX A: COMMERCIAL SITE REPORTS 376

22 APPENDIX B: COST-EFFECTIVENESS METHODS 413

22.1 Summary 413
22.2 Methods 413
22.3 Findings 416

TABLE OF TABLES

Table 1-1 PY14 Energy Smart Portfolio of Programs 21
Table 1-2 Energy Savings (kWh) Goals and Demand Reduction (kW) Targets by Program 24
Table 2-1 Portfolio EM&V Expenditures 26
Table 2-2 Site Visit Data Collection Overview 26
Table 2-3 Summary of Process Data Collection 27
Table 2-4 Summary of Staff Interviews 28
Table 2-5 Portfolio Energy Savings (kWh) Results 30
Table 2-6 Portfolio Demand Reductions (kW) Results 31
Table 2-7 Portfolio Lifetime Energy Savings (kWh) Results 31
Table 2-8 Participation and Incentive Spend by Program 33
Table 2-9 Budgets and Actual spend Summary 33
Table 2-10 Non-Financial Trade Ally Benefits 39
Table 2-11 Research Sample Recruitment Details 45
Table 2-12 Research Sample Recruitment Details 51
Table 2-13 Email Campaign and Response Rate 56
Table 2-14 Interest in Energy Efficiency Upgrades or Programs for Your Business (If Yes in Chart 11) (n=28) 62
Table 2-15 Preferred Methods for Receiving Updates on the Energy Smart Commercial Program Offerings and Opportunities (n=34) 64
Table 2-16 Commercial Nonparticipant Firmographics 69
Table 2-17 Cost Test Results by Program 85
Table 2-18 Avoided Replacement Cost Summary by Program 85
Table 3-1 Stratified Sampling Summary 90
Table 3-2 Summary of Net Savings Approaches 90
Table 3-3 Savings Estimation Approaches for Energy Smart Programs 92
Table 3-4 APS Literature Review Result 94
Table 3-5 Ceiling Insulation Literature Review Result 94
Table 3-6 ENERGY STAR Dishwasher Literature Review Result 94
Table 3-7 Heat Pump Water Heater Literature Review Result 94
Table 3-8 Smart Thermostat Literature Review Result 94
Table 3-9 Bathroom and Kitchen Aerator Literature Review Result 95
Table 3-10 Heat Pump Replacement Literature Review Result 95
Table 3-11 LED Lamp Literature Review Result 95
Table 3-12 Low-flow Showerhead Literature Review Result 95
Table 3-13 Duct Sealing Literature Review Result 96

Table 3-14 ENERGY STAR Clothes Dryer Literature Review Result 96
Table 3-15 Air Conditioner Replacement Literature Review Result 96
Table 3-16 ENERGY STAR Air Purifier Literature Review Result 96
Table 3-17 ENERGY STAR Windows Literature Review Result 96
Table 3-18 ENERGY STAR Pool Pump Literature Review Result 97
Table 3-19 Air Infiltration Literature Review Result 97
Table 3-20 School Kit Literature Review Result 97
Table 3-21 Freezer Recycling Literature Review Result 97
Table 3-22 Refrigerator Recycling Literature Review Result 97
Table 3-23 Refrigerator Replacement Literature Review Result 97
Table 3-24 Mailer Pull Kit Review Result 98
Table 3-25 Mailer Push Kit Literature Review Result 98
Table 3-26 Pipe Insulation Literature Review Result 98
Table 3-27 Residential ISR Values 98
Table 3-28 Air Purifier Net Savings Literature Review 102
Table 3-29 freezer Net Savings Literature Review 102
Table 3-30 Residential Measure-Level NTG Values 104
Table 3-31 General Overview of Process Evaluation Guidance 106
Table 3-32 Key Process Evaluation Activities 106
table 3-33 PY13 Cost-Effectiveness Results 108
Table 4-1 PY14 HPwES Energy Savings (kWh) 110
Table 4-2 PY14 HPwES Demand Reductions (kW) 111
Table 4-3 PY14 HPwE Lifetime Savings Summary 112
Table 4-4 PY14 HPwES Count of Measures and Incentive Spend 112
Table 4-5 HPwES Trade Ally Activity 115
Table 4-6 PY14 HPwES Program Verified Savings 116
Table 4-7 Site Visit Summary 116
Table 4-8 Deemed Savings Values for Air Infiltration Reduction 117
Table 4-9 Deemed Input Values for Duct Sealing Calculations 119
Table 4-10 LED Energy and Demand Interactive Factors 119
Table 4-11 NO TRM V7.0 Sections for Other Measures - HPwES 120
Table 4-12 PY13 HPwES Expected and Verified Advanced Power Strip Savings 120
Table 4-13 PY14 HPwES Expected and Verified Aerators Savings 120
Table 4-14 PY14 HPwES Expected and Verified Air Infiltration Savings 121
Table 4-15 PY14 HPwES Expected and Verified Attic Insulation Savings 121
Table 4-16 PY14 HPwES Expected and Verified Duct Sealing Savings 121

Table 4-17 PY13 HPwES Expected and Verified LED Savings 121
Table 4-18 PY13 HPwES Expected and Verified Pipe Wrap Savings 122
Table 4-19 PY14 HPwES Expected and Verified Showerheads Savings 122
Table 4-20 PY13 HPwES Expected and Verified Smart Thermostat Savings 122
Table 4-21 Summary of ARC for HPwES 122
Table 4-22 PY13 HPwES Program Net Savings 123
Table 4-23 HPwES Data Collection Activities 123
A total of 62 customers of Entergy New Orleans who participated in the Home Performance with Energy Star (HPwES) program completed the survey. Program participants received different services depending on qualifications and preferences. The table below shows the number of respondents who received each service.
Table 4-24 Respondent Program Participation (n=62) 125
Table 4-25 Program Awareness and Influence (n=62) 125
Table 4-26 Motivations for Participating (n=62) 126
Table 4-27 Number of Respondents who Received a Home Energy Assessment Through the Program 126
Table 4-28 Improvements Made Based on Home Energy Assessment (n=50) 128
Table 4-29 Number of Respondents who Received Major Measure Improvements via HPwES Program (n=37) 129
Table 4-30 Preferred Contact Method (n=62) 136
Table 4-31 Likelihood of Recommending Entergy New Orleans to a Friend or Colleague, Assuming Utility Provider Options (n=62) 137
Table 5-1 PY14 IQW Energy Savings (kWh) 139
Table 5-2 PY14 IQW Demand Reductions (kW) 140
Table 5-3 PY14 IQW Lifetime Savings Summary 141
Table 5-4 PY14 IQW Participation and Incentive Summary 142
Table 5-5 IQW Trade Ally Activity 144
Table 5-6 PY13 IQW Performance Towards Goals and Targets 145
Table 5-7 Site Visit Summary 145
Table 5-8 PY14 IQW Expected and Verified Aerators Savings 146
Table 5-9 PY14 IQW Expected and Verified Advanced Power Strips Savings 147
Table 5-10 PY14 IQW Expected and Verified Air Infiltration Savings 147
Table 5-11 PY14 IQW Expected and Verified Attic Insulation Savings 147
Table 5-12 PY14 IQW Expected and Verified Duct Sealing Savings 147
Table 5-13 PY14 IQW Expected and Verified LEDs Savings 148
Table 5-14 PY14 IQW Expected and Verified Pipe Wrap Savings 148
Table 5-15 PY14 IQW Expected and Verified Showerheads Savings 148
Table 5-16 PY14 IQW Expected and Verified Smart Thermostats Savings 148
Table 5-17 Summary of ARC 149

Table 5-18 IQW Program Net Savings 149
Table 5-19 IQW Data Collection Activities 149
Table 5-20 Sources of Awareness for the IQW Program 151
Table 5-21 Motivations for Participating in IQW Program 151
Table 5-22 Number of Respondents Who Received Major Measure Improvements via IQW Program 151
Table 5-23 Number of Respondents who Received a Home Energy Assessment through the Program 151
Table 5-24 Improvements Made Based on Home Energy Assessment (n=27) 153
Table 6-1 PY14 RLA Energy Savings (kWh) 157
Table 6-2 PY14 RLA Demand Reductions (kW) 158
Table 6-3 PY14 RLA Lifetime Savings Summary 159
Table 6-4 PY14 RLA Count of Measures and Incentive Spend 160
Table 6-5 PY14 RLA Summary of Goal Achievement 163
Table 6-6 RLA Data Collection Activities 164
Table 6-7 Site Visit Summary 164
Table 6-8 ENERGY STAR Air Purifiers Deemed Savings 164
Table 6-9 NO TRM V7.0 Sections for Other Measures 165
Table 6-10 PY14 RLA Expected and Verified Aerators Savings 165
Table 6-11 PY14 RLA Expected and Verified Advanced Power Strips Savings 166
Table 6-12 PY14 RLA Expected and Verified Dehumidifier Savings 166
Table 6-13 PY14 RLA Expected and Verified Freezer Replacement Savings 166
Table 6-14 PY14 RLA Expected and Verified LED Savings 166
Table 6-15 PY14 RLA Expected and Verified Pipe Wrap Savings 167
Table 6-16 PY14 RLA Expected and Verified Pool Pumps Savings 167
Table 6-17 PY14 RLA Expected and Verified Refrigerators Savings 167
Table 6-18 PY14 RLA Expected and Verified Showerhead Savings 167
Table 6-19 PY14 RLA Expected and Verified Smart Thermostats Savings 168
Table 6-20 PY14 RLA Expected and Verified Air Purifier Savings 168
Table 6-21 PY14 RLA Expected and Verified Window AC Savings 168
Table 6-22 RLA Data Collection Activities 170
Table 6-23 Energy Smart Rebate Program Awareness 172
Table 6-24 Energy Smart Rebate Program Influence 172
Table 6-25 Motivations for Participating in Energy Smart Rebate Program 173
Table 6-26 Motivations for Selecting Product Model 173
Table 6-27 Reasons for Not Installing 175
Table 6-28 Preferred Contact Method (n=266) 176
Table 7-1 PY14 Multifamily Solutions Energy Savings (kWh) 181

Table 7-2 PY14 Multifamily Solutions Demand Reductions (kW) 182
Table 7-3 PY14 Multifamily Solutions Lifetime Savings Summary 183
Table 7-4 PY14 Multifamily Solutions Participation and Incentive Summary 184
Table 7-5 Multifamily Solutions Trade Ally Activity 186
Table 7-6 PY14 Multifamily Summary of Goal Achievement 187
Table 7-7-Energy Smart for Multifamily Data Collection Activities 187
Table 7-8 Site Visit Summary 187
Table 7-9 PY14 Multifamily Expected and Verified Aerators Savings 188
Table 7-10 PY14 Multifamily Expected and Verified Air Infiltration Savings 188
Table 7-11 PY14 Multifamily Expected and Verified Duct Sealing Savings 188
Table 7-12 PY14 Multifamily Expected and Verified LED Savings 188
Table 7-13 PY14 Multifamily Expected and Verified Pipe Wrap Savings 189
Table 7-14 PY14 Multifamily Expected and Verified Showerheads Savings 189
Table 7-15 PY14 Multifamily Expected and Verified Thermostats Savings 189
Table 7-16 Research Sample Recruitment Details 191
Table 8-1 PY14 AC Solutions Energy Savings (kWh) 193
Table 8-2 PY14 AC Solutions Demand Reductions (kW) 193
Table 8-3 PY14 AC Solutions Lifetime Savings Summary 193
Table 8-4 PY14 AC Solutions Count of Measures and Incentive Spend 194
Table 8-5 AC Solutions Trade Ally Activity 196
Table 8-6 PY14 AC Solutions Summary of Goal Achievement 197
Table 8-7 A/C Solutions Data Collection Activities 197
Table 8-8 Site Visit Summary 197
Table 8-9 Measure-Specific Gross Impacts for AC Solutions 197
Table 8-10 Central AC Replacement Scenario Baselines 198
Table 8-11 NO TRM V7.0 Sections for Other Measures 199
Table 8-12 PY14 AC Solutions Expected and Verified Central AC Replacement Savings 199
Table 8-13 PY14 AC Solutions Expected and Verified Central AC Tune-ups Savings 199
Table 8-14 Ductless Heat Pump Deemed Savings per Tonnage 200
Table 8-15 PY14 AC Solutions Expected and Verified Ductless HP Savings 200
Table 8-16 PY14 AC Solutions Expected and Verified Duct Sealing Savings 200
Table 8-17 PY13 Multifamily Expected and Verified Smart Thermostats Savings 200
Table 8-18 AC Solutions Net Impacts 201
Table 8-19 PY13 AC Solutions Program Net Savings 201
Table 8-20 Sources of Awareness of the Entergy Energy Efficiency Program (n=55) 202
Table 8-21 Motivations for Participating in the Energy Efficiency Program (n=55) 203

Table 8-22 Key Differences Between the Entergy A/C Tune-up and a Standard Tune-up (n=9) 210
Table 9-1 PY14 SK&E Energy Savings (kWh) 213
Table 9-2 PY14 SK&E Demand Reductions (kW) 213
Table 9-3 PY14 SK&E Lifetime Savings Summary 213
Table 9-4 PY14 SK&E Participation and Incentive Summary 214
Table 9-5 PY14 SK&E Summary of Goal Achievement 215
Table 9-6 ISR Summary for SK&E 216
Table 9-7 ENERGY STAR Omnidirectional LEDs – Deemed Savings per Lamp 216
Table 9-8 Faucet Aerators – Deemed Savings 217
Table 9-9 Faucet Aerators – Deemed Savings 217
Table 9-10 PY14 SK&E Expected and Verified Savings 217
Table 9-11 Summary of ARC for SK&E 217
Table 9-12 PY14 SK&E Program Net Savings 217
Table 10-1 PY14 AR&R Energy Savings (kWh) 220
Table 10-2 PY14 AR&R Demand Reductions (kW) 220
Table 10-3 PY14 AR&R Lifetime Savings Summary 220
Table 10-4 PY14 AR&R Count of Measures and Incentive Spend 220
Table 10-5 PY14 AR&R Summary of Goal Achievement 222
Table 10-6 Coefficients for Freezer Recycling Savings 222
Table 10-7 Coefficients for Refrigerator Recycling Savings 223
Table 10-8 PY14 AR&R Program Expected and Verified Recycled Freezer Savings 224
Table 10-9 AR&R Program Expected and Verified Recycled Refrigerator Savings 224
Table 10-10 PY14 AR&R Program Expected and Verified Replaced Refrigerator Savings 225
Table 11-1 PY14 Behavioral Energy Savings (kWh) 227
Table 11-2 PY14 Behavioral Demand Reductions (kW) 227
Table 11-3 PY14 Behavioral Lifetime Savings Summary 227
Table 11-4 PY14 Behavioral Participation by Cohort 227
Table 11-5 Franklin Cohorts 228
Table 11-6 PY14 Validity Testing Results 229
Table 11-7 PY14–Validity Testing Results 233
Table 11-8 PY14 Regression Model Results 234
Table 11-9 – ADM Difference-In-Difference Model Estimates 234
Table 11-10 PY14 Household-Level Savings by Cohort 236
Table 11-11 PY14 Program-Level Unadjusted Savings by Cohort 236
Table 11-1211-11 PY14 Double Counted Savings by Cohort 237
Table 11-1311-12 PY14 Household-Level Adjusted Savings by Cohort 237

Table 11-1411-13 PY14 Program-Level Adjusted Savings by Cohort 237
Table 11-14 PY13 Program-Level Demand Reductions by Cohort 237
Table 11-16 PY14 Behavioral Verified Energy and Demand Reductions by Cohort 238
Table 12-1 PY14 EasyCool BYOT Energy Savings (kWh) 240
Table 12-2 PY14 EasyCool BYOT Demand Reductions (kW) 240
Table 12-3 PY14 EasyCool BYOT Lifetime Savings Summary 240
Table 12-4 PY14 EasyCool BYOT Participation and Incentive Summary 240
Table 12-5 PY13 EasyCool BYOT NEB Summary 241
Table 12-6 EasyCool BYOT Performance Towards Goal 242
Table 12-7 Evaluators' MISO CBL Models 244
Table 12-8 BYOT Measures 245
Table 12-9 Event Dates and Times 246
Table 12-10 Model Fit and Bias 250
Table 12-11 Total Gross EasyCool BYOT Demand Reductions 251
TABLE 12-12 TOTAL EASYCOOL BYOT NET DEMAND REDUCTION RESULTS 251
Table 13-1 PY14 PTR Energy Savings (kWh) 255
Table 13-2 PY14 PTR Demand Reductions (kW) 255
Table 13-3 PY14 PTR Lifetime Savings Summary 256
Table 13-4 PY14 PTR Participation and Incentive Summary 256
Table 13-5 PY14 PTR NEB Summary 256
Table 13-6 Number of New Enrollments by Month 257
Table 13-7 PTR Performance Towards Goal 257
Table 13-8 Evaluators' MISO CBL Models 259
Table 13-9 PTR Measures 260
Table 13-10 Event Dates and Times 262
Table 13-11 Model Fit and Bias 265
Table 13-12 Total Gross PTR Demand Reductions 265
Table 13-13 Gross Demand Reductions per Event 266
TABLE 13-14 TOTAL EASYCOOL BYOT NET DEMAND REDUCTION RESULTS 266
Table 14-1 PY14 Residential Battery Pilot Energy Savings (kWh) 277
Table 14-2 PY14 Residential Battery Pilot Demand Reductions (kW) 277
Table 14-3 PY14 Residential Battery Pilot Lifetime Savings Summary 277
Table 14-4 PY14 Residential Battery Pilot Participation and Incentive Summary 277
Table 14-5 PY14 Residential Battery Pilot NEB Summary 277
Table 14-6 EV Pilot Performance Towards Goal 278
Table 14-7 EMV Method Advantages and Disadvantages 279

Table 14-8 Evaluators' MISO CBL Models 281
Table 14-9 Event Dates and Times 282
Table 14-10 Model Fit and Bias 284
Table 14-11 Total Gross Residential Battery Pilot Demand Reductions 284
Table 14-12 Total Gross Residential Battery Pilot Demand Reductions 284
Table 14-13 Total Residential Battery Pilot Net Demand Reduction Results 285
Table 15-1 PY14 Electric Vehicle Pilot Energy Savings (kWh) 288
Table 15-2 PY14 Electric Vehicle Pilot Demand Reductions (kW) 288
Table 15-3 PY14 Electric Vehicle Pilot Lifetime Savings Summary 288
Table 15-4 PY14 Electric Vehicle Pilot Participation and Incentive Summary 288
Table 15-5 PY14 Electric Vehicle Pilot NEB Summary 288
Table 15-6 EV Pilot Performance Towards Goal 289
Table 15-7 Cohort Sizes Before and After Matching 294
Table 15-8 Matching Method Comparison 294
Table 15-9 Peak kW Reductions by Hour, Weekdays 300
Table 15-10 Total Gross EV Pilot Demand Reductions 301
TABLE 15-11 TOTAL EV PILOT NET DEMAND REDUCTION RESULTS 301
Table 16-1 PY14 Large C&I DR Energy Savings (kWh) 304
Table 16-2 PY14 Large C&I DR Demand Reductions (kW) 304
Table 16-3 PY14 Large C&I DR Lifetime Savings Summary 304
Table 16-4 PY14 Large C&I DR Participation and Incentive Summary 304
Table 16-5 Large C&I DR Performance Towards Goal 305
Table 16-6 Evaluators' MISO CBL Models 307
Table 16-7 Event Dates and Times 308
Table 16-8 Site Level Results 309
Table 16-9 Model Fit 312
Table 16-10 Verified Gross Impacts 312
Table 17-1 PY13 Small C&I Solutions Energy Savings (kWh) 316
Table 17-2 PY14 Small C&I Solutions Demand Reductions (kW) 316
Table 17-3 PY14 Small C&I Solutions Lifetime Savings Summary 317
Table 17-4 PY14 Small C&I Solutions Count of Measures and Incentive Spend 318
Table 17-5 Summary of Offering Incentives 318
Table 17-6 Small C&I Solutions Trade Ally Activity 321
Table 17-7 Small C&I Solutions Summary of Goal Achievement 322
Table 17-8 Program Sample Design 323
Table 17-9 Expected Savings for Sampled/Non-Sampled Projects by Stratum 324

Table 17-10 Expected and Verified Savings by Sampled Project 324
Table 17-11 Summary of kWh Savings by Sample Stratum 325
Table 17-12 Causes of Variance in Project Savings 325
Table 17-13 Realization by Stratum 327
Table 17-14 OLM Purchases Savings by Measure 327
Table 17-15 Verified Savings 327
Table 17-16 Summary of ARC for Small C&I Solutions 328
Table 17-17 Small C&I Solutions Savings expectation by Delivery Channel 329
Table 17-18 Small C&I Solutions Savings Expectation by Measure Type 329
Table 17-19 Small C&I Solutions Participation Summary Comparison 329
TABLE 17-20 RESPONDENT FIRMOGRAPHICS 331
TABLE 17-21 RESPONDENT OVERVIEW 334
Table 18-1 PY14 Large C&I Solutions Demand Reductions (kW) 339
Table 18-2 PY14 Large C&I Solutions Lifetime Savings Summary 340
Table 18-3 PY14 Large C&I Solutions Count of Measures and Incentive Spend 341
Table 18-4 Large C&I Solutions Summary of Offering Incentives 341
Table 18-5 Large C&I Solutions Expected Savings Summary 342
Table 18-6 Large C&I Solutions Savings Expectations by Project Component 342
Table 18-7 Large C&I Trade Ally Contribution 343
Table 18-8 Large C&I PY13 Savings Goals 344
Table 18-9 Large C&I Program Sample Design 344
Table 18-10 Large C&I Expected Savings for Sampled and Non-Sampled Projects by Stratum 345
Table 18-11 Summary of kWh Savings for Large C&I Offering by Sample Stratum 345
Table 18-12 Large C&I Expected and Verified savings by Sampled Project 345
Table 18-13 Large C&I Solutions Program Level Realization rate by Stratum 347
Table 18-14 Large C&I Solutions Program Level Realization 347
Table 18-15 Large C&I Causes of Variance in Savings 347
Table 18-16 Summary of ARC for Large C&I Solutions 349
TABLE 18-17 RESPONDENT FIRMOGRAPHICS 351
TABLE 18-18 RESPONDENT OVERVIEW 353
Table 19-1 PY14 C&I Construction Solutions Energy Savings (kWh) 357
Table 19-2 PY14 C&I Construction Solutions Demand Savings (kW) 357
Table 19-3 C&I Construction Solutions Incentive Spend Summary 358
Table 19-4 C&I NC Trade Ally Participation 358
Table 19-5 C&I NC Summary of Goal Achievement 359
Table 19-6: Project CIP_1057 Savings 359

Table 19-7: Project CIP_1099 Savings 360
Table 19-8: Project CIP_193 Savings 360
Table 19-9 Verified Savings 361
Table 19-10 C&I NC ARC Summary 361
TABLE 19-11 RESPONDENT OVERVIEW 362
Table 20-1 PY14 PFI Energy Savings (kWh) 364
Table 20-2 PY14 PFI Demand Reductions (kW) 364
Table 20-3 PY14 PFI Lifetime Savings Summary 364
Table 20-4 PY14 PFI Count of Measures and Incentive Spend 365
Table 20-5 PFI Savings Expectations 365
Table 20-6 PFI Savings Expectations by Measure Type 365
Table 20-7 PFI Trade Ally Participation 366
Table 20-8 PFI Summary of Goal Achievement 367
Table 20-9 PY13 PFI Offering Participation and Sampling Summary 367
Table 20-10 PFI Offering Sample Design 367
Table 20-11 PFI Expected Savings for Sampled and Non-Sampled Projects by Stratum 368
Table 20-12 Summary of PFI kWh Savings for PFI Offering by Sample Stratum 368
Table 20-13 PFI Expected and Verified Savings by Sampled Project 369
Table 20-14 PFI Offering Level Realization by Stratum 369
Table 20-15 PFI Causes of Variance in kWh Savings 369
Table 20-16 Summary of ARC for PFI 370
TABLE 20-17 RESPONDENT OVERVIEW 371
TABLE 20-18 RESPONDENT OVERVIEW 373
Table -21-1 Energy Savings 387
Table 21-2 Verified Gross Savings/Realization Rates 411
Table 21-3 Causes of Discrepancy 412
Table 22-1 PY14 Cost-Effectiveness Results 413
Table 22-2 Questions Addressed by the Various Cost Tests 414
Table 22-3 Benefits and Costs Included in each Cost-Effectiveness Test 415
Table 22-4 Economic Inputs for Cost Effectiveness Analysis 416
Table 22-5 PY14 Cost-Effectiveness Results by Program 417
Table 22-6 PY14 Cost-Effectiveness Benefits by Program 417
Table 22-7 PY14 Cost-Effectiveness Costs by Program 418
Table 22-8 PY14 Cost-Effectiveness Net Benefits by Program 418

ACRONYMS/ABBREVIATIONS

TABLE 1 ACRONYMS/ABBREVIATIONS

Acronym	Term
AC	Air Conditioner
AOH	Annual operating hours
APS	Advanced Power Strip
AR&R	Appliance Recycling & Replacement
BP	Behavioral Program
BYOT	Bring Your Own Thermostat
C&I	Commercial and Industrial
CEE	Consortium for Energy Efficiency
CF	Coincidence factor
CFL	Compact fluorescent lamp (bulb)
CFM	Cubic feet per minute
CRE	Commercial Real Estate
DI	Direct install
DLC	Direct Load Control
DLC	Design Lights Consortium
EER	Energy efficiency ratio
EFLH	Equivalent full-load hours
EISA	Energy Independence and Security Act
EL	Efficiency loss
EM&V	Evaluation, Measurement, and Verification
ES	ENERGY STAR®
EUL	Estimated Useful Life
GPM	Gallons per minute
HDD	Heating degree days
HID	High intensity discharge
HOU	Hours of Use
HP	Heat pump
HPwES	Home Performance with ENERGY STAR
HSPF	Heating seasonal performance factor
HVAC	Heating, Ventilation, and Air Conditioning
IEER	Integrated Energy Efficiency Ratio
IEF	Interactive Effects Factor
IPLV	Integrated part load value
IQW	Income Qualified Weatherization
ISR	In-Service Rate
kW	Kilowatt

Acronym	Term
kWh	Kilowatt-hour
LCA	Lifecycle Cost Adjustment
LED	Light Emitting Diode
M&V	Measurement and Verification
MFS	Multifamily Solutions
MW	Megawatt
MWh	Megawatt-hour
NC	New Construction
NTG	Net-to-Gross
PCT	Participant Cost Test
PFI	Publicly Funded Institutions
PY	Program Year
QA	Quality Assurance
QC	Quality Control
RCA	Refrigerant charge adjustment
RIM	Ratepayer Impact Measure
RLA	Retail Lighting and Appliances
ROB	Replace on Burnout
RR	Realization Rate
RUL	Remaining Useful Life
SEER	Seasonal Energy Efficiency Ratio
SK&E	School Kits and Education
TA	Trade Ally
TRC	Total Resource Cost Test
TRM	Technical Reference Manual
UCT	Utility Cost Test
VFD	Variable Frequency Drive

SAVINGS TYPES

TABLE 2 SAVINGS TYPES

Savings Types	Definition
Energy Savings (kWh)	The change in energy (kWh) consumption that results directly from program-related actions taken by participants in a program.
Demand Reductions (kW)	The time rate of energy flow. Demand usually refers to electric power measured in kW (equals kWh/h) but can also refer to natural gas, usually as Btu/hr., kBtu/hr., therms/day, etc.
Expected / *Ex Ante* Gross	The change in energy consumption and/or peak demand that results directly from program-related actions taken by participants in a program, regardless of why they participated.
Verified / *Ex Post* Gross	Latin for "from something done afterward" gross savings. The energy and peak demand savings estimates reported by the evaluators after the gross impact evaluation and associated M&V efforts have been completed.
Net / *Ex Post* Net	Verified / *Ex Post* gross savings multiplied by the net-to-gross (NTG) ratio. Changes in energy use that are attributable to a particular program. These changes may implicitly or explicitly include the effects of free-ridership, spillover, and induced market effects.
Annual Savings	Energy and demand savings expressed on an annual basis, or the amount of energy and/or peak demand a measure or program can be expected to save over the course of a typical year. The TRM provides algorithms and assumptions to calculate annual savings and are based on the sum of the annual savings estimates of installed measures or behavior change.
Lifetime Savings	Energy savings expressed in terms of the total expected savings over the useful life of the measure. Typically calculated by multiplying the annual savings of a measure by its EUL. The TRC Test uses savings from the full lifetime of a measure to calculate the cost-effectiveness of programs.

1 EXECUTIVE SUMMARY

1.1 Overview

This report provides a summary of the evaluation effort of the 2023 ("Program Year 14" or "PY14") Energy Efficiency (EE) and Demand Response (DR) portfolio by Entergy New Orleans (ENO). The Energy Smart Programs are administered between January 01, 2024, and December 31, 2024

The evaluation was led by ADM Associates Inc. (herein known as "ADM", or "the Evaluators").

1.2 Evaluation Objectives

The following activities were performed through the PY14 EM&V effort:

- Verify program tracking data and correctly apply the New Orleans Technical Reference Manual Version 7.0 (NO TRM V7.0) to calculate savings and estimate PY14 gross and net energy and demand impacts at the high impact measure, program, and portfolio levels.
- Adjust program-reported gross savings using the results of evaluation research, relying primarily on tracking system and engineering desk reviews, metered data analysis, on-site verification, and equipment metering and achieve a minimum precision of ±10% of the gross realized savings estimate with 90% confidence;
- In consultation with the Advisors, estimate net-to-gross (NTG) ratio values, which was performed following the NO TRM V7.0 and provide complete documentation and transparency of all evaluated savings estimates, and where relevant, compare with TRM calculations, as recommended;
- Provide ongoing technical reviews and guidance to implementers and ENO throughout the evaluation cycle and review tracking system data to assess data captured for new measure offerings following TRM protocols;
- Conduct EM&V research to support possible updates for the next version of the TRM, which may include information on commercial and residential envelope measures, business type lighting hours of use, and persistence of behavioral savings; and
- Complete a full process evaluation of the energy efficiency programs, but no process evaluation of the demand and behavioral programs in PY14.

1.3 Energy Smart Portfolio Overview

In PY14, the ENO Energy Smart portfolio included the following programs. The table below shows each programs' sector, type and who implemented the program for ENO.

TABLE 1-1 PY14 ENERGY SMART PORTFOLIO OF PROGRAMS

Program Name	Found in the Report As	Sector	Type	Third-Party Implementor
Home Performance with ENERGY STAR®	HPwES	Res	EE	Franklin
Income Qualified Weatherization	IQW	Res	EE	Franklin
Multifamily Solutions	MF Solutions	Res	EE	Franklin
A/C Solutions	A/C Solutions	Res	EE	Franklin
Retail Lighting and Appliances	RLA	Res	EE	Franklin
School Kits and Education	SK&E	Res	EE	National Theatre for Children
Appliance Recycling & Replacement	AR&R	Res	EE	Legacy Professional Services
Behavioral	Behavioral	Res	EE	Franklin
EasyCool Bring Your Own Thermostat	BYOT	Res	DR	Energyhub
Peak Time Rebate	PTR	Res	DR	APTIM
Battery Energy Storage System Pilot	BESS	Res	DR	EnergyHub
Electric Vehicle Charging Pilot	EV Charging	Res	DR	Sagewell
Small C&I Solutions	Small C&I	C&I	EE	APTIM
Large C&I Solutions	Large C&I	C&I	EE	APTIM
Publicly Funded Institutions	PFI	C&I	EE	APTIM
C&I Construction Solutions	C&I NC	C&I	EE	APTIM
Large C&I Automated Demand Response	Large C&I DR	C&I	DR	Honeywell

In PY14, ENO offered a portfolio of 17 programs; five demand responses (DR) and 12 energy efficiency programs which provided a comprehensive range of customer options focused on energy efficiency, demand reduction, and educational options.

ENO designed its programs to achieve the following objectives:

- PY14 *ex post* gross energy savings (kWh) goal of 107,828,001 kWh and a demand reduction (kW) target of 35,159.00 kW;[1]
- Significant energy-savings opportunities for all customers and market segments; and
- Broad ratepayer benefits.

The Evaluators calculated the results for PY14 for each C&I and residential program. Those programs are described below.[2]

- **Home Performance with ENERGY STAR® (HPwES):** This offering will achieve long-term, significantly cost-effective electric savings using local auditors and trade allies who will help residential customers analyze their energy use and identify opportunities to improve efficiency, install low-cost energy-saving measures, and identify and implement more comprehensive home efficiency projects.

[1] These goals represent first-year energy and demand savings at the meter.

[2] The program descriptions below align with the ENO Application for Approval of the Implementation Plan for PY13 through PY14 of the Energy Smart Program. Filed July 29, 2022, in Docket Nos. UD-20-02 and UD-08-02.

HPwES will offer three levels of home energy audits. The Assessment will include a "walk-through" inspection and direct installation of low-cost measures, such as LEDs and water conservation measures. To generate additional savings at the time of the audit, demand response enabled smart thermostats to have been added as a direct install measure.

- **Retail Lighting and Appliances (RLA):** The objective of this offering is to increase the awareness and sales of efficient lighting and appliances to ENO's residential population. The offering will provide customers with the opportunity to purchase a variety of discounted products that are ENERGY STAR qualified or better. The two main program activities include (1) retailer recruitment and merchandizing and 2) administration of the incentive process (including program tracking).
- **Multifamily Solutions (MF Solutions):** This offering targets multifamily property owners (landlords) and managers, as well as apartment and condo renters. The offering will address these customers' unique needs through a combination of incentives for both direct install and prescriptive measures, and through property owner and tenant education.
- **Income Qualified Weatherization (IQW):** This offering is designed to offer qualifying customers free energy efficiency projects ranging from direct install measures, such as LED bulbs and water savings measures, to demand response enabled smart thermostats and comprehensive envelope measures.
- **A/C Solutions:** This offering will provide residential customers with a more comprehensive set of options to lower the energy consumption and cost associated with keeping their homes cool and comfortable in the summer. Customers with functioning ACs can improve the efficiency of their units with the help of a comprehensive AC tune-up or replacement. The offering will also include DR-enabled smart thermostats. The program will build capacity within the territory's HVAC trade ally network to provide value-added services to its customers.
  These services are eligible to be incentivized because they go above and beyond the standard industry practices and offerings in the marketplace.
- **School Kits and Education (SK&E):** This offering will continue to target middle school students in the New Orleans area. The program will work with local schools to enhance energy efficiency lessons and provide students with energy efficiency kits that they will install in their homes. The School Kit & Education offering will continue to provide the students with kits containing energy efficient items and the students will be able to use these items in their homes and track their energy savings.
- **Appliance Recycling and Replacement (AR&R):** This offering encourages early recycling of low efficiency appliances, such as refrigerators and freezers, for residential customers. The will also offer a refrigerator replacement option for income-qualified residential customers. This new offering will go beyond federal recycling requirements using environmentally friendly best practices for recycling all components of each appliance.
- **Behavioral:** Residential customers will receive a monthly Home Utility Report that compares them to similar and efficient households, shows their usage over time, provides tips for saving energy, and directs them to other program offerings.
- **EasyCool – Bring Your Own thermostat (BYOT):** This offering, in which residential customers purchase and install qualifying connected thermostats from device manufacturers on their own, voluntarily enroll those devices in the offering.

This offering will leverage EnergyHub's Mercury Distributed Energy Resource Management System ("DERMS"), which enables enrollment, monitoring, and load control of connected devices from the leading thermostat manufacturers and connected-home security providers.

- **Peak Time Rebate Pilot (PTR):** This offering provides incentives to residential customers for reducing their energy usage during short periods of high electricity usage. The offer was made available on a limited basis to the first customers to sign up during the Pilot phase.
- **Battery Energy Storage System Pilot (BESS):** This offering allowed customers to earn an incentive for enrollment and by participating in peak demand events. During these events, Entergy New Orleans, LLC (ENO) accessed stored energy from a home battery system to help provide more reliable power to the grid. The program allowed customers the ability to opt out without penalties. Participation was free with an eligible battery system. The program was limited to the first 30 customers who enrolled and met system qualifications. Customers qualified if they had a compatible solar photovoltaic system-connected BESS.
- **Electric Vehicle Charging Pilot (EV Charging):** This demand response pilot seeks to shift EV charging load to off-peak hours using a predetermined charging schedule. Sagewell uses software to identify potential EV chargers and invites them to participate in the program. Customers receive a monthly incentive for participating in the program. To qualify, customers must charge their car during off-peak hours at least three times a month and cannot override the charging schedule more than four times a month.
- **Small C&I Solutions:** This offering will provide small businesses (100 kW demand or less) and other qualified non-residential customers with the opportunity to achieve electricity savings through strategies designed specifically for this sector. This offering will help small business customers analyze facility energy use and identify energy efficiency improvement projects.
- **Large C&I Solutions:** The primary objective of this offering is to provide solutions for larger (greater than 100 kW demand) non-residential customers interested in energy efficiency through a prescriptive or custom approach. The Large C&I offering is designed to generate significant energy savings, as well as a longer-term market penetration by nurturing delivery channels, such as design professionals, distributors, trade allies, and Energy Service Companies (ESCOs).
- **Publicly Funded Institutions (PFI):** This offering is targeted at local publicly funded institutions. The offering will assist end use customers in overcoming barriers that are specific to publicly funded groups. Through hands-on expertise and consulting, the program benchmarks the institution's energy use and identifies a roadmap to success. Customers will be given guidance throughout their engagement with the program.
- **C&I Construction Solutions (C&I NC):** This offering will encourage customers to design and construct higher efficiency facilities than required by building codes or planned designs. This offering will be available to ground-up construction, additions, or expansions, building repurposing and commercial building restorations. The new construction offering will provide incentives for design assistance, prescriptive measures, and custom upgrades tailored to the customer's building operations.

- **Large C&I Demand Response (Large C&I DR):** This offering will be implemented by Honeywell. The objective of the program is to secure curtailable capacity from large C&I facilities. Honeywell, in coordination with ENO, will recruit, enroll, conduct DR Surveys, and install control equipment at customer sites to provide a turn-key solution for ENO Commercial customers. Specific load control shed measures are tailored to the individual customer facility and their operations.

Through its portfolio, ENO also seeks to provide customers with easy program entry points, flexible options for saving energy and ongoing support for those who want to pursue deeper energy savings (kWh) or demand reduction (kW). The table below shows a list of the programs with their PY14 e*x post* gross goal.

TABLE 1-2 ENERGY SAVINGS (KWH) GOALS AND DEMAND REDUCTION (KW) TARGETS BY PROGRAM

Program	*Ex Post* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh) Goal	% of kWh Goal	*Ex Post* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW) Target	% of kW Target
HPwES	3,748,121	3,404,313	110.1%	1,263.71	966.00	130.8%
IQW	3,598,721	3,220,972	111.7%	2,556.17	66.00	3873.0%
RLA	2,177,373	1,558,999	139.7%	232.10	16.00	1450.6%
MF Solutions	2,650,261	2,526,471	104.9%	801.60	145.00	552.8%
A/C Solutions	4,210,803	3,322,555	126.7%	1,861.19	1,453.00	128.1%
SK&E	707,601	797,089	88.8%	86.84	107.00	81.2%
AR&R	188,069	1,785,774	10.5%	23.29	26.00	89.6%
Behavioral	16,390,198	19,186,619	85.4%	2,765.00	0.00	N/A
EasyCool (BYOT)	0	0	N/A	6,251.00	11,600.00	53.9%
Peak Time Rebate Pilot	12,796	0	N/A	1,283.00	998.00	128.6%
BESS Pilot	0	53,347	0.0%	383.17	0.00	N/A
EV Charging Pilot	0	0	N/A	97.21	1,125.00	8.6%
Large C&I DR	36,961	0	N/A	2,494.77	8,870.00	28.1%
Small C&I Solutions	4,311,554	6,349,948	67.9%	818.08	1,112.00	73.6%
Large C&I Solutions	26,810,839	45,589,079	58.8%	4,207.24	7,291.00	57.7%
C&I NC Solutions	83,603	4,301,994	1.9%	14.42	987.00	1.5%
PFI	3,620,474	15,730,841	23.0%	471.95	397.00	118.9%
Total	**68,468,386**	**107,828,001**	**63.5%**	**25,585.64**	**35,159.00**	**72.8%**

Sums may differ due to rounding.

1.4 Sections of the Report

This report is structured as shown below:

- Section 1 Executive Summary;
- Section 2 Evaluation Findings;
- Section 3 Evaluation Methodology;
- Section 4 Home Performance with ENERGY STAR Program;
- Section 5 Income-Qualified Weatherization Program;
- Section 6 Retail Lighting and Appliances Program;
- Section 7 Multifamily Solutions Program;
- Section 8 A/C Solutions Program;
- Section 9 School Kits and Education Program;
- Section 10 Appliance Recycling & Replacement Program;
- Section 11 Behavioral Program;
- Section 12 EasyCool - Bring Your Own Thermostat Program;
- Section 13 EasyCool for Business Program;
- Section 14 Large Commercial & Industrial Demand Response Program;
- Section 15 Small Commercial & Industrial Solutions Program;
- Section 16 Large Commercial and Industrial Solutions Program;
- Section 17 Commercial & Industrial Construction Solutions Program;
- Section 18 Publicly Funded Institutions Program;
- Appendix A – Commercial Site Reports;
- Appendix B – Cost-Effectiveness Evaluation; and

2 EVALUATION FINDINGS

The following subsections provide a summary of the portfolio-level findings and any cross-cutting evaluation activities that occurred over the course of the PY14 EM&V effort. Specifically, this includes:

- A summary of EM&V activities and expenditures;
- A summary of program and portfolio performance; and
- High-level findings that cut across programs.

2.1 Summary of Evaluation Effort

The table below summarizes the total EM&V expenditures and total program expenditures.

TABLE 2-1 PORTFOLIO EM&V EXPENDITURES

Total PY14 EM&V Expenditures	Total PY14 Program Expenditures	EM&V as % of Expenditures
$1,069,502	$21,129,903	5%

Sums may differ due to rounding.

To facilitate a thorough evaluation, the Evaluators conducted several primary research and data collection activities, including site visits, interviews with program and implementer staff, customer surveys, and market actor interviews. The Evaluators conducted participant surveys for programs using the collected self-reported data to inform net impacts for those programs. The results of these analyses informed our calculation of NTG values.

The Evaluators followed the NO TRM V7.0 in designing both the focus and level of effort for each process evaluation. For all programs, the Evaluators performed telephone discussions with the primary program staff and the primary implementation staff for most programs.

2.1.1 SUMMARY OF DATA COLLECTION

The tables below provide an overview of site visits and process data collection in PY14. All process data collection was conducted between October 2024 and January 2025. Evaluators also conducted staff interviews for each of the programs.

TABLE 2-2 SITE VISIT DATA COLLECTION OVERVIEW

Program	Sample Design Quota	Recruitment Mode	Number of Times Contacted	Total Population	Population Targeted	Total Participants Called	Scheduled Site Visits	Response Rate	Number of Site Visits Completed	Precision
HPwES	68	Phone	1	5,128	459	346	66	19%	54	11%
RLA	25	Phone	1	9,925	293	15	7	47%	7	31%
MF Solutions	68	Phone & Email	3	7,067	1393	N/A	31	N/A	19	19%
IQW	35	Phone	1	4,576	475	134	55	41%	49	11%
A/C Solutions	35	Phone	1	3,867	1706	92	52	57%	31	15%
Total	**231**			**30,563**	**4,326**		**211**		**160**	

TABLE 2-3 SUMMARY OF PROCESS DATA COLLECTION

Program	Instrument	Mode	Number of Times Contacted	Population Targeted	Completed	Response Rate	Precision	Incentive Amount
HPwES	Participant Survey	Email/ Phone	3	1,773	62	3.5%	10.3%	$25
IQW	Participant Survey	Email/ Phone	3	1,745	43	2.5%	12.4%	$25
RLA	Participant Survey	Email/ Phone	3	8,742	266	3.0%	5.0%	$25
MF Solutions	Property Manager Interview	Email/ Phone	3	9	1	11.1%	82.3%	$25
A/C Solutions	Participant Survey	Email/ Phone	3	2,053	55	2.7%	10.9%	$25
SK&E	Participant Survey	Email/ Phone	3	4,104	165	4.0%	6.3%	$0
AR&R	NA	NA	NA	NA	NA	NA	NA	NA
Behavioral	NA	NA	NA	NA	NA	NA	NA	NA
EasyCool BYOT	NA	NA	NA	NA	NA	NA	NA	NA
PTR Pilot	Participant Survey	Email	1	5,049	580	11.5%	3.2%	$10
BESS Pilot	NA	NA	NA	NA	NA	NA	NA	NA
EV Pilot	NA	NA	NA	NA	NA	NA	NA	NA
Large C&I DR	NA	NA	NA	NA	NA	NA	NA	NA
Small C&I Solutions	Participant Interviews	Email/ Phone	3	123	6	4.9%	NA	$25
Large C&I Solutions	Participant Interviews	Email/ Phone	3	65	4	6.2%	NA	$25
C&I NC Solutions	NA	NA	NA	NA	NA	NA	NA	NA
PFI	Participant Interviews	Email/ Phone	3	16	5	31.3%	NA	$25
C&I Cross-Cutting	Nonparticipant Survey	Email/ Phone	3	19,652	34	0.2%	14.1%	$25
C&I Cross-Cutting	Trade Ally Interviews	Email/ Phone	3	78	8	10.3%	NA	$25

2.1.1.1 Impact Data Collection

The Evaluators collected and verified project data through residential site visits in PY14. Site visits were scheduled via telephone outreach efforts, reaching out to customers and property managers that participated in residential programs.

In PY14, a total of 152 residential site visits were completed to verify project measures. Among the site visits completed, 54 were for the HPwES program, 34 were for IQW program, two (2) were for MF Solutions program, and 55 were for the AC Solutions program. In addition to these site visits, the Evaluators completed three (7) ride-along assessments to accompany the third-party implementer (TPI) that administered the AR&R program.

The ride-along served to gather insights into the AR&R program. For commercial programs, the Evaluators conducted eight sites visits for sampled Small Commercial projects, nine for Large C&I and four for PFI.

The primary goal of these site visits was to verify the installation and accuracy of information collected on the application, with an emphasis on achieving 90% confidence and 10% precision. A random sampling process, with a focus on high-impact measures (HIM), determined the selected sites.

For the MF Solutions program, the Evaluators attempted to contact four (4) different property managers via telephone and via email communication, however, only two (2) responded to our outreach efforts. Ultimately, due to scheduling conflicts, only one of the property managers was available to accommodate a week's worth of site visits. In total, the Evaluators completed 16 site visits within one apartment complex in late January 2024.

Overall, the residential site visits achieved a precision of ± 9.0%.

More details about commercial site visits can be found in Section 3.4.1. The commercial site visits achieved a precision of ± 36.1%.

2.1.1.2 Process Data Collection

The Evaluators completed surveys and interviews with customers and active trade allies as part of the PY14 evaluation to collect information for use in verifying participation, assessing net savings, assessing the customer experience and satisfaction with programs, and levels of program awareness. The data collection is summarized above in Table 2-3.

The Evaluators also performed nine staff and implementer interviews with two program staff and nine implementer staff. Staff interviews with program staff provided insight into program management and operations.

The table below outlines the scale of staff interviews in PY14.

TABLE 2-4 SUMMARY OF STAFF INTERVIEWS

Programs	Organization	Interviewed Staff Roles	# Staff Interviewed
HPwES	ENO, APTIM, & Franklin,	ENO Energy Efficiency Project Manager, ENO DSM Manager, APTIM Program Director, Franklin Program Manager	4
RLA			
MF Solutions			
IQW			
A/C Solutions			
SK&E	ENO, APTIM, & NCT	ENO Energy Efficiency Project Manager, ENO DSM Manager, National Children's Theater	3
AR&R	Legacy Professional Services	ENO EE Project Manager, ENO DSM Manager, Legacy Program Manager, Legacy Outreach Lead, Legacy Marketing Specialist	5
Behavioral	ENO, APTIM, Franklin	ENO EE Project Manager, ENO DSM Manager, APTIM Program Director, Franklin Program Manager	4

EasyCool BYOT	ENO, APTIM, EnergyHub	ENO EE Project Manager, ENO DSM Manager, EnergyHub Associate Director, APTIM Program Director	4
PTR	ENO & APTIM	ENO EE Project Manager, ENO DSM Manager, APTIM Program Director	4
Residential Battery Pilot	ENO, APTIM, EnergyHub	ENO EE Project Manager, ENO DSM Manager, APTIM Program Director, EnergyHub Associate Director	4
EV Pilot	ENO & Sagewell	ENO EE Project Manager, ENO DSM Manager, Sagewell Project Manager	3
C&I NC	ENO & APTIM	ENO EE Project Manager, ENO DSM Manager, APTIM Program Director, APTIM Commercial Program Manager,	4
Small C&I Solutions			
Large C&I Solutions			
PFI			
Large C&I DR	ENO & Honeywell	ENO EE Project Manager, ENO DSM Manager, Former Honeywell Program Manager, New Honeywell Program Manager Honeywell Energy Products Manager	5

2.1.2 IMPACT EVALUATION FINDINGS

The Energy Smart portfolio achieved 63.5% of planned *ex post* gross energy (kWh) savings and 72.8% of planned *ex post* gross demand reduction (kW). In addition to verifying the savings reported by ENO, the Evaluators calculated lifetime impacts. As part of this process, in the body of the report we refer to the impacts (energy savings (kWh) or peak demand reduction (kW)) accrued during the program year being evaluated (PY14) as "third year" impacts.

The tables below show the ENO goals, third year *ex ante* gross energy savings (kWh) (107,828,001 kWh) and *ex ante* gross demand reductions (35,159.00 kW), gross realization rates (96.5% for kWh, 162.7% for kW), net impacts (66,252,206 kWh and 25,136.82 kW), net-to-gross (NTG) ratios, and *ex post* gross (635,270,631 kWh) and *ex post* net (609,234,344 kWh) lifetime impacts.[3] The levelized cost of energy savings (kWh) for the PY14 portfolio is $0.0567 ($/kWh).

The figure below summarizes energy savings for each program in the portfolio.

[3] Lifetime impacts are the sum of energy savings over the course of the measure's effective useful life (EUL) and the weighted average demand reduction across the lifetime of the measure divided by the EUL (in years).



FIGURE 2-1 ENERGY SAVINGS (KWH) SUMMARY BY PROGRAM

TABLE 2-5 PORTFOLIO ENERGY SAVINGS (KWH) RESULTS

PY14 Programs	*Ex Ante* Energy (kWh)	*Ex Post* Gross Energy (kWh)	*Ex Post* Net Energy (kWh)	*Ex Post* Gross Energy (kWh) Goal	RR	NTG Ratio	% to kWh Goal
HPwES	3,753,820	3,748,121	3,670,030	3,404,313	99.8%	97.9%	110.1%
IQW	3,581,137	3,598,721	3,598,721	3,220,972	100.5%	100.0%	111.7%
RLA	2,215,406	2,177,373	1,803,832	1,558,999	98.3%	82.8%	139.7%
MF Solutions	2,847,865	2,650,261	2,389,569	2,526,471	93.1%	90.2%	104.9%
A/C Solutions	4,023,456	4,210,803	4,016,197	3,322,555	104.7%	95.4%	126.7%
SK&E	664,109	707,601	707,601	797,089	106.5%	100.0%	88.8%
AR&R	196,844	188,069	97,658	1,785,774	95.5%	51.9%	10.5%
Behavioral	16,783,105	16,390,198	16,390,198	19,186,619	97.7%	100.0%	85.4%
EasyCool (BYOT)	0	0	0	0	NA	NA	NA
Peak Time Rebate Pilot	0	12,796	12,796	0	NA	100.0%	NA
BESS Pilot	0	0	0	53,347	NA	NA	0.0%
EV Charging Pilot	0	0	0	0	NA	NA	NA
Large C&I DR	43,300	36,961	36,961	0	85.4%	100.0%	NA
Small C&I Solutions	4,570,580	4,232,566	4,056,652	6,349,948	92.6%	95.8%	66.7%
Large C&I Solutions	28,482,645	26,810,839	26,050,437	45,589,079	94.1%	97.2%	58.8%
C&I NC Solutions	102,518	83,603	57,050	4,301,994	81.5%	68.2%	1.9%
PFI	3,713,186	3,620,474	3,364,504	15,730,841	97.5%	92.9%	23.0%

PY14 Programs	*Ex Ante* Energy (kWh)	*Ex Post* Gross Energy (kWh)	*Ex Post* Net Energy (kWh)	*Ex Post* Gross Energy (kWh) Goal	RR	NTG Ratio	% to kWh Goal
Total	**70,977,972**	**68,468,386**	**66,252,206**	**107,828,001**	**96.5%**	**96.8%**	**63.5%**

Sums may differ due to rounding.

TABLE 2-6 PORTFOLIO DEMAND REDUCTIONS (KW) RESULTS

PY14 Programs	*Ex Ante* Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	*Ex Post* Net Savings (kW)	*Ex Post* Gross Savings (kW) Target	RR	NTG Ratio	% to kW Target
HPwES	1,227.32	1,263.71	1,236.13	966.00	103.0%	97.8%	130.8%
IQW	2,551.22	2,556.17	2,556.17	66.00	100.2%	100.0%	3873.0%
RLA	218.15	232.10	186.32	16.00	106.4%	82.8%	1450.6%
MF Solutions	768.80	801.60	722.75	145.00	104.3%	90.2%	552.8%
A/C Solutions	1,769.56	1,861.19	1,766.36	1,453.00	105.2%	94.9%	128.1%
SK&E	82.08	86.84	86.84	107.00	105.8%	100.0%	81.2%
AR&R	22.89	23.29	12.12	26.00	101.8%	52.0%	89.6%
Behavioral	0.00	2,765.00	2,765.00	0.00	NA	100.0%	NA
EasyCool (BYOT)	0.00	6,251.12	6,251.12	11,600.00	NA	100.0%	53.9%
Peak Time Rebate Pilot	0.00	1,282.51	1,282.51	998.00	NA	100.0%	128.5%
BESS Pilot	332.28	383.17	383.17	0.00	115.3%	100.0%	NA
EV Charging Pilot	0.00	97.21	97.21	1,125.00	NA	100.0%	8.6%
Large C&I DR	2,925.90	2,494.77	2,494.77	8,870.00	85.3%	100.0%	28.1%
Small C&I Solutions	893.58	792.98	760.02	1,112.00	88.7%	95.8%	71.3%
Large C&I Solutions	4,445.74	4,207.24	4,087.92	7,291.00	94.6%	97.2%	57.7%
C&I NC Solutions	21.98	14.42	9.84	987.00	65.6%	68.2%	1.5%
PFI	462.05	471.95	438.59	397.00	102.1%	92.9%	118.9%
Total	**15,721.56**	**25,585.27**	**25,136.83**	**35,159.00**	**162.7%**	**98.2%**	**72.8%**

Sums may differ due to rounding.

TABLE 2-7 PORTFOLIO LIFETIME ENERGY SAVINGS (KWH) RESULTS

PY14 Programs	*Ex Post* Gross Energy Savings (kWh)	*Ex Post* Net Energy Savings (kWh)	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
HPwES	3,748,121	3,670,030	14.2	53,357,417	52,207,314
IQW	3,598,721	3,598,721	15.5	55,673,337	55,673,337
RLA	2,177,373	1,803,832	8.8	19,055,909	16,128,394
MF Solutions	2,650,261	2,389,569	14.6	38,710,100	34,902,395
A/C Solutions	4,210,803	4,016,197	9.2	38,751,537	38,858,193

SK&E	707,601	707,601	7.7	5,431,735	5,431,735
AR&R	188,069	97,658	10.9	2,049,177	1,070,079
Behavioral	16,390,198	16,390,198	1.0	16,390,198	16,390,198
EasyCool (BYOT)	0	0	1.0	0	0
Peak Time Rebate Pilot	12,796	12,796	1.0	12,796	12,796
BESS Pilot	0	0	1.0	0	0
EV Charging Pilot	0	0	1.0	0	0
Large C&I DR	36,961	36,961	1.0	36,961	36,961
Small C&I Solutions	4,311,554	4,132,357	8.4	35,732,322	34,247,212
Large C&I Solutions	26,810,839	26,050,437	10.9	293,424,504	285,102,479
C&I NC Solutions	83,603	57,050	15.0	1,251,444	853,984
PFI	3,620,474	3,364,504	13.4	48,451,412	45,025,859
Total	**68,468,386**	**66,252,206**	**8.9**	**608,328,849**	**585,940,937**

Sums may differ due to rounding.

Each bar in the figure below shows the contributions to *ex ante* gross energy savings (kWh) for each measure in the commercial sector. LED lighting (51%), building automation software (23%), and HVAC (18%) were the high impact measures, and equal to 92% of C&I *ex post* energy savings.

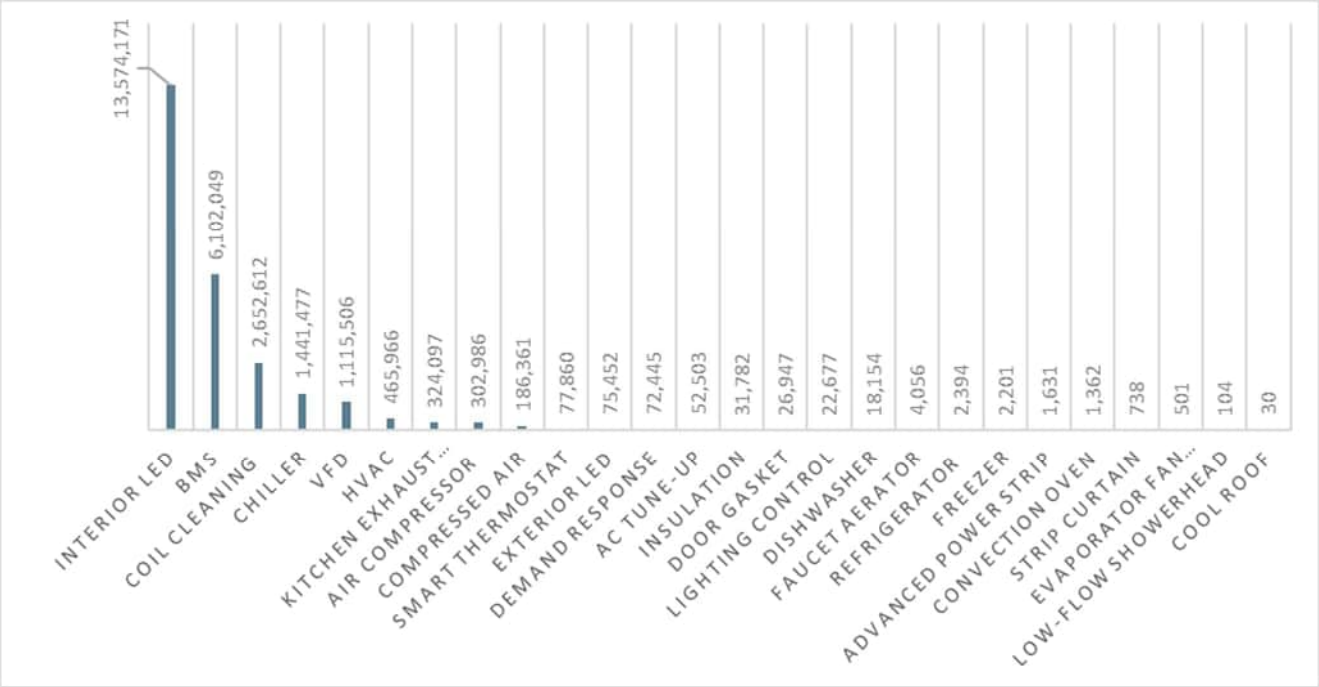


FIGURE 2-2 C&I *EX POST* KWH BY MEASURE

Each bar in the figure below shows the contributions to energy savings for each measure in the residential sector. LED lamps (54%), duct sealing (21%), and behavioral (15%) are the high impact measures, and equal to 91% of residential *ex post* energy savings.

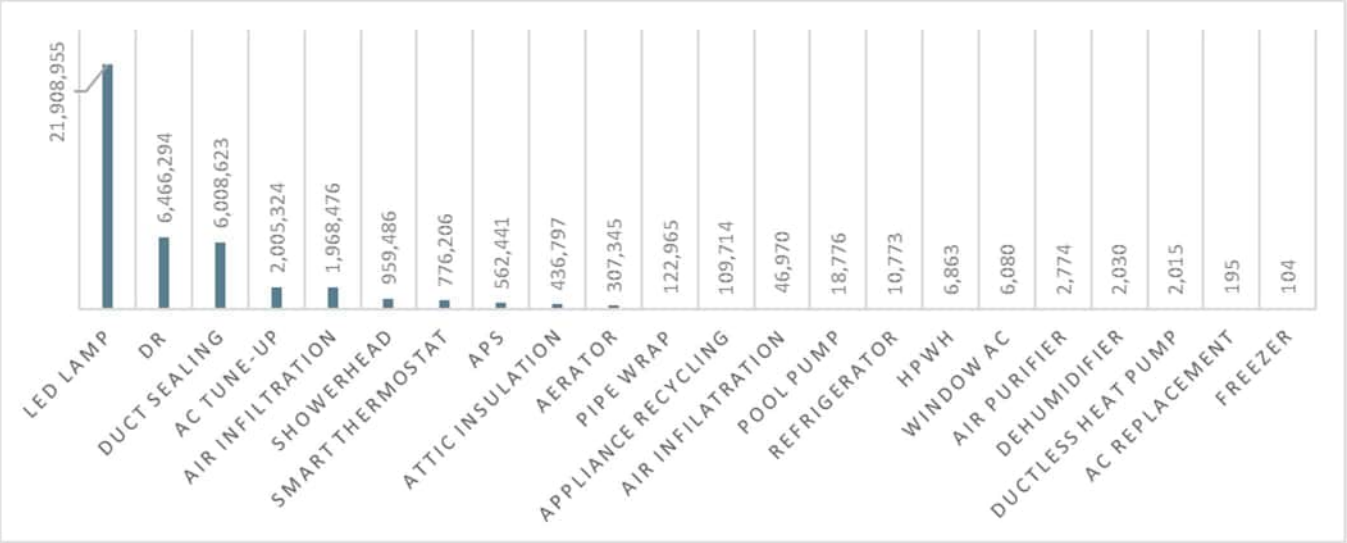


FIGURE 2-3 RESIDENTIAL *EX POST* BY MEASURE

A summary of participation and gross incentive spent by program can be found in the table below.

TABLE 2-8 PARTICIPATION AND INCENTIVE SPEND BY PROGRAM

Program	Count of Participants	Gross Incentive Expenditures ($)
HPwES	5,128	$985,388
IQW	9,925	$1,954,318
RLA	7,067	$938,236
MF Solutions	4,576	$612,533
A/C Solutions	3,867	$673,431
SK&E	24,612	$83,880
AR&R	271	$88,450
Behavioral	131,430	$0
EasyCool (BYOT)	5,085	$229,825
Peak Time Rebate Pilot	4,900	$82,100
BESS Pilot	78	$34,201
EV Charging Pilot	0	$13,727
Large C&I DR	191	$146,139
Small C&I Solutions	25	$704,568
Large C&I Solutions	12	$4,008,341
C&I NC Solutions	17	$17,916
PFI	238	$439,412
Total	**198,108**	**$11,012,464**

Sums may differ due to rounding.

Budgets and expenditures are summarized in the table below.

TABLE 2-9 BUDGETS AND ACTUAL SPEND SUMMARY

Program	Budgeted Expenditures	Actual Expenditures	Spending (% of Budget)	Energy Savings (% of Goal)	Levelized ($ per kWh)

HPwES	$1,791,010	$1,511,479	89.5%	110.1%	$0.048
RLA	$1,125,629	$1,465,289	127.2%	139.7%	$0.119
MF Solutions	$1,000,035	$933,555	92.8%	104.9%	$0.045
IQW	$2,395,956	$2,587,745	110.5%	111.7%	$0.084
A/C Solutions	$1,498,799	$880,110	61.5%	126.7%	$0.027
SK&E	$319,682	$306,886	70.7%	88.8%	$0.057
AR&R	$581,634	$365,064	64.2%	10.5%	$0.227
Behavioral	$507,224	$476,318	101.6%	85.4%	$0.031
EasyCool (BYOT)	$961,380	$811,126	86.6%	NA	$0.000
PTR Pilot	$246,253	$251,020	112.6%	NA	$21.670
BESS Pilot	$236,466	$159,201	68.1%	0.0%	$0.000
Small C&I Solutions	$1,454,957	$1,201,341	98.2%	66.7%	$0.090
Large C&I Solutions	$9,163,958	$7,050,189	81.7%	58.8%	$0.043
PFI	$3,600,302	$1,415,561	40.2%	23.0%	$0.060
C&I NC Solutions	$991,962	$660,165	66.7%	1.9%	$0.545
Large C&I DR	$782,004	$423,023	21.8%	NA	$4.621
EV Charging Pilot	$258,550	$145,464	6.5%	NA	$0.000
Total	**$26,915,801**	**$20,643,536**	**78.5%**	**63.5%**	**$0.057**

Sums may differ due to rounding.

2.1.3 PROCESS EVALUATION FINDINGS

The process evaluation for the residential and commercial and industrial (C&I) programs encompassed a wide array of activities aimed at comprehensively assessing program efficacy and operational processes. These activities included:

- Staff Interviews: Engaging program staff in interviews to gain insights into program implementation, challenges, and successes, as well as to gather perspectives on areas for improvement.
- Site Visits: Conducting on-site visits to program locations to observe operations, assess program delivery, and gather firsthand information on program execution and impact.
- Participant Surveys and Interviews: Administering surveys and interviews to program participants to solicit feedback on their experiences, satisfaction levels, and perceptions of program effectiveness.
- Nonparticipant Surveys: Administering surveys to nonparticipants to understand barriers to participation and perceptions of Entergy.
- Trade Ally Interviews: Interviewing trade allies involved in program delivery to understand their perspectives, challenges, and recommendations for enhancing collaboration and program outcomes.
- Property Manager Interviews: Interviewing property managers to gather insights into their engagement with the program, experiences with program implementation, and suggestions for program improvement.
- Review of Program Documentation: Thoroughly reviewing program documentation, including program guidelines, protocols, and procedural documents, to assess program structure and alignment with objectives.
- Review of Forward-Facing Materials: Analyzing forward-facing materials such as program brochures, websites, and promotional materials to evaluate their effectiveness in communicating program offerings and engaging stakeholders.

By undertaking these comprehensive evaluation activities across various program components and stakeholder groups, the evaluation team was able to gain a multifaceted understanding of program dynamics, strengths, and areas for enhancement. This holistic approach facilitated the generation of actionable insights and recommendations to inform program refinement and optimization efforts.

2.1.3.1 Energy Smart Cross-Cutting Findings

2.1.3.1.1 *Energy Smart Cross-Cutting Trade Ally Findings*

In PY14, evaluators expanded on previous research by conducting a benchmarking study of other utility trade ally programs and further investigating the trade ally participation barriers identified by PY13 focus group participants. This research aimed to provide ENO with insights into how other utilities manage their trade ally networks and help identify potential strategies and tactics for improving ENO's own network.

Three research questions were considered:

- How do other utilities structure their Trade Ally driven programs?
- How do other utilities approach the key issues identified during PY13's focus groups?
- What are best practices for identifying and engaging diverse contractors?

Evaluators identified seven utilities or program administrators to include in a benchmarking study. The team considered program design (in particular, program designs with different elements from Entergy New Orleans' program), programs leading in diversity, equity, and inclusion, programs with successful workforce development aspects, and programs in similar territories (including geography, number of customers, demographics and socio-economic factors). The seven utilities included in this research along with why they were chosen are outlined below.

- Tennessee Valley Authority (TVA) offers a minority contractor training program, has financial compensation for trade allies, and a lead referral program.
- ComEd offers a diverse energy efficiency service provide incubator program.
- NYSERDA has multiple innovative and unique workforce development programs as well as a robust trade ally network.
- Energy Trust of Oregon (Energy Trust) has one of the largest and most robust trade ally networks in the country.
- Entergy Mississippi is the same company with similar geography, but in a different state with slightly different program design.
- Salt River Project (SRP) contractors receive a percentage of their customers' rebates and SRP's network is open.
- Eversource has workforce development elements and compensation for the trade ally network.

Evaluators started with a literature review of each peer utilities' publicly available information such as websites, implementation plans, evaluation plans, regulatory findings, or conference papers.

Parallel to the literature review, evaluators developed a draft and final interview guide for peer Utility program managers or trade ally managers. The goal was to conduct three to five interviews with the peer utilities to explore the topics not found in the literature review; evaluators interviewed at least one, and sometimes multiple, representative each from six of the seven utilities above. To anonymize conversations, the terms Utility 1, Utility 2, etc. are used throughout this section. The numbers were assigned randomly to utilities and are not related to the order of bullets earlier in this section.

2.1.3.1.1.1 Program Structure

All the programs included in the Utility benchmarking have the same basic program structure. They all utilize a 3rd party implementation contractor and have a closed trade ally network. Trade allies contract with the implementation contractor in four of the interviewed utilities, while two utilities contract directly with the trade allies. All utilities interviewed described their implementation contractor as an integral part of their internal team. In many cases, trade allies were unaware that the implementation contractor belonged to a separate organization. With one exception, the implementation contractor acts as a project manager for all the utilities—they are responsible for recruiting trade allies, training trade allies on the program processes, conducting pre-and-post inspections, quality assurance activities, and for troubleshooting any issues that arise.

One Utility reported using their implementation contractor in limited circumstances to complete projects. This Utility discussed how “weatherization contractors don’t exist” in the rural parts of their service territory. In these cases, the implementation contractor’s in-house field team completes weatherization projects in the rural parts of their service territory. The implementation contractor has completed about 200 weatherization projects across multiple years using their in-house team, which the Utility reported to be a very small fraction of their portfolio. This Utility uses local trade allies in rural parts of their service territory for other project types, such as HVAC.

2.1.3.1.1.2 Awareness Building

Five of the six utilities included in this research are actively working to expand and diversify their trade ally network. Of these five utilities, four use their implementation contractor to conduct outreach and engagement with contractors. The implementation contractors’ account managers generally conduct the following types of activities to raise awareness amongst non-participating contractors:

- Social media campaigns
- Printed media, such as newsletters, campaigns
- Conducting webinars
- Attending local events
- Reaching out to contractors seen on vans or billboards by field staff
- Asking customers for referrals
- Tapping into the implementation contractors’ network of relationships

To engage diverse contractors the only activities different from those listed above discussed by interviewed utilities were translating all materials into Spanish and having a native Spanish-speaking outreach staff member employed by the implementation contractor.

Outside of these typical outreach and engagement activities conducted by most utilities and implementation contractors in the energy efficiency industry, three of the utilities also include less typical elements to raise awareness amongst and engage non-participating contractors, which are described below.

Collaborate with other utilities. One Utility has recently started working with the other utilities in the state with similar programs to engage and enroll contractors who may be servicing the same customers given the overlap in service territories. This way the programs can use consistent messaging and offer joint programming and referrals to contractors. This Utility's staff, not the implementation contractor staff, also work with local CBOs who do planning, outreach, and education to aid recruitment into the Utility's programs. The Utility staff align their work with the mission and vision of the CBOs, and provide funding to the CBO.

Use an internal outreach team to build relationships. Utility 6 has an internal outreach team in addition to their implementation contractor. This internal Utility team is the "boots on the ground face of the organization in the community" who engages with CBOs, schools, and workforce boards. While there is some overlap, Utility 6 focuses their internal outreach team on building robust relationships with organizations that represent underrepresented contractors, including providing training to these organizations. The outreach and engagement efforts of Utility 6's implementation contractor and internal outreach staff have built a large trade ally network of nearly 1,000 trade allies. Their intentional efforts to increase enrollment of diverse trade allies has worked – they enrolled 26 minority and/or women-owned trade allies in 2023, an 86% increase compared to 2022. However, the increased enrollment has not resulted in increased engagement from these trade allies. A recent evaluation found just ten trade allies represented 76% of total projects and 74% of measure incentives.

Recruit through a formal RFP process. Utility 5 enrolls contractors into their trade ally program through an RFP process, conducted at the beginning of each triannual plan. This Utility markets their programs and the RFP through quarterly newsletters and by hosting networking events across their service territories, both of which are extended to new and existing contractors. The Utility also hosts two diverse supplier events per year. The events are hosted in different geographies, are in-person, and geared towards diverse contractors. They have presentations on the programs and have booths set up for varies types of attendees such as engineering companies, property management companies, or HVAC contractors. They have found these presentations attract contractors who fit within their programs.

Another strategy involves leveraging workforce development programs to recruit trade allies. The three utilities with such programs (detailed in the Workforce Development section) use them to expand their trade ally networks.

Evaluators also observed differences in how the utilities approach trade ally engagement and program structure. The trade ally model used by five of the utilities are all predicated on the same assumption as Entergy New Orleans: that contractors will find the benefits of co-branding such as being listed on the Utility's website, offering customers incentives, and program training, valuable. However, as one interviewee said, these assumptions lead to a transactional relationship.

2.1.3.1.1.3 Trade Ally Benefits

in focus groups, Entergy New Orleans' non-participating contractors reported that one of the biggest hurdles to participation is that "time is money" and that participating in a Utility program needs to bring value to the contractors. In this research and conversations with other utilities, compensation is a universal barrier especially prevalent with small and diverse contractors. Evaluators found that compensation fell within two buckets:

- **Financial compensation**: Participating trade allies receive direct monetary compensation for completing projects.
- **Other benefits:** Participating trade allies receive indirect benefits, such as being listed on the Utility website or training and education, from being an approved trade ally.

The findings for each of these types of benefits are discussed in the following sections.

2.1.3.1.1.3.1 Financial Compensation

Four of the seven utilities included in this research offer direct financial compensation to participating trade allies.

Utility 1 provides participating trade allies in their residential and small commercial programs direct compensation. For small commercial, the Utility pays trade allies 80% of the project costs up to $10,000 which includes the cost of labor and materials. Trade allies in the residential programs are paid a flat amount for each project type. This offers participating trade allies the visibility of what project costs will be covered and what they will be paid.

To help offset the burden of the Utility's program requirements, Utility 2 offers a "cash rewards" incentive to trade allies, providing a flat fee of $50 per job. Additionally, due to the limited number of participating trade allies in its rural areas, serving rural customers has been a program challenge. To address this, the Utility pays trade allies up to $400 per job to work outside their usual service territory. Trade allies who take on jobs beyond their service area also receive compensation for travel costs.

The evaluators were not able to interview Utility 7. However, the program information available online discusses contractor awards of 5-10% of any eligible rebate amount. It gives the example: if a customer receives a rebate of $4,000 from the Utility, the trade ally can receive a "reward" of $200-$400. The customer can also choose to have their rebate assigned to the contractor who submits the project.

While not direct financial compensation for executing projects, to help support workforce development and the diversity within their network Utility 3 financially compensates trade allies who mentor trade allies who are new to energy efficiency or new to the Utility's network. This also helps trade allies develop relationships with each other.

2.1.3.1.1.3.2 Other Benefits

The non-financial benefits offered by utilities to participating trade allies are summarized in Table 2 below. All 6 utilities identify trade allies as being in business with the Utility, list trade allies in their directories or databases for customer use, provide program training, and offer free network membership. All utilities also offer customer incentives to support trade allies to generate leads and close deals. At least half of the utilities offer participating trade allies co-branded materials, marketing materials, technical assistance, network newsletters and networking events.

Utility 6's approach to customer support materials goes beyond what the other utilities provide. This Utility supplies support with pre-approved marketing projects, advertisements, brochures, apparel, and website. In a somewhat similar manner, Utility 5 supports their trade allies with customer brochures and sales tools. Interestingly, amongst the utilities, Utility 5 is the only Utility to host networking events geared toward diverse suppliers. A common theme heard during Utility interviews was trade allies have a desire to network with others in their field and are eager for opportunities to connect.

Utilities 2,3,5, and 6 offer non-monetary benefits not seen widely across programs. Utility 2 finds the majority of the work and refers projects to trade allies that are a part of their low-income program network. Outside of the low income program, Utility 2 also has a customer referral program by which the Utility provides jobs to the trade allies, though the majority of the projects are developed by the trade allies. This type of referral program is something participants in the focus groups expected from Entergy New Orleans. Two utilities include more formal mentorship opportunities, one of which compensates mentors of other contractors for their time. Utility 2 and 5 have customer financing opportunities. Lastly, two utilities offer training beyond the typical how to participate in the program training. Utilities 2 and 6 offer trade allies training on soft skills such as learning effective communication and teamwork. Table 2 on the following page provides a summary of the non-financial benefits provided to trade allies across the utilities we interviewed.

TABLE 2-10 NON-FINANCIAL TRADE ALLY BENEFITS

Commonly Offered Benefits	Utility 1	Utility 2	Utility 3	Utility 4	Utility 5	Utility 6
Identification of business as a trade a Utility trade ally	x	x	x	x	x	x
Company name in directory/database	x	x	x	x	x	x

Co-branding	x	x	x		x	
Program training	x	x	x	x	x	x
Promotion of incentives	x	x	x	X	x	x
Technical assistance		x			x	x
Network newsletters		x	x		x	
Free network membership	x	x	x	x	x	x
Networking events		x	x		x	
Customer marketing materials			x		x	x
Unique Benefits						
New leads through referral process		x				
Mentorship			x	x		
Customer financing		x			x	
Soft skills training		x				x

2.1.3.1.1.4 Workforce Development

Of the six utilities interviewed, three utilities offer robust workforce development training programs. These programs go beyond the traditional "training" typically offered in Utility programs – training on the nuts and bolts of participation such as how to fill out the application, what equipment qualifies for incentives, and quality assurance requirements. These Utility programs have a strategic objective to recruit and train diverse contractors. These thoughtful program designs work to address common barriers faced by trade allies. With the help of community and intentional partnerships these utilities can open up new channels for participation by diverse individuals. In the interview process utilities reported that relationships with their customers and their reputation locally played an important role in who they sought to uplift and bring into their programs. As a result, contractors who complete the training successfully are offered opportunities to join the utilities trade ally network.

2.1.3.1.1.4.1 Utility 2

Utility 2 runs a workforce development program launched in 2019. The program recruits and trains contractors for its trade ally network to deliver weatherization services as part of their two low-income programs. Utility 2 intentionally works to recruit diverse contractors into their workforce development program, with an emphasis on minority and veteran owned businesses.

They have several partnerships within the community and affinity groups to help with awareness building and recruitment of diverse contractors into the training program. Utility 2 works closely with Goodwill serving two cities within the Utility's service territory. One Goodwill has close relationships with local incarceration facilities

and organizations helping formerly incarcerated individuals find employment. The other Goodwill supports Utility 2 to produce culturally relevant messaging to share the job opportunities with potential workers who speak Spanish. Outside of Goodwill, Utility 2 engages in the community by going to local events and churches to share about the workforce development program. Lastly, the Utility goes to local high schools to educate students on careers in the clean energy field and construction job opportunities. This shows them they have viable high paying job options in the future if they are interested.

Contractors who participate in the workforce development program receive a number of benefits, including both technical and soft skills training. On the technical side participants learn about air sealing, attic insulation and duct sealing best practices. The goal of soft skills training is to support the contractors to become better professionals. Soft skills training includes the importance of timeliness, job mobility, and the consequences of job hopping. Beyond training offerings, participants receive gas cards or assistance with licensing to help overcome transportation barriers. Lastly, the Utility is working to expand training opportunities to include welding and to offer childcare.

Once contractors have completed the workforce development trainings, they can participate in a job fair or go on to work for the two Utility programs' low-income programs as a trade ally. As shown in Table 2, Utility 2 has a referral program for trade allies participating in their low-income programs. This referral program helps to bolster the new trade ally's business base.

Utility 2 reported that their 2019 pilot resulted in recruiting 28 new minority contractors into the Quality Contractor Network. In 2021, 10 contractors participated in the training program.

2.1.3.1.1.4.2 Utility 3

Utility 3 has an incubator program that targets diverse contractors. The incubator trains diverse contractors on the skills needed to be a trade ally within their network with the goal of enabling diverse contractors to join the trade ally network at the conclusion of the incubator program. In a cohort style approach, the incubator provides back-office training and support, assistance with obtaining required certifications, training on project financing, how to complete energy efficiency projects, how to represent the portfolio to customers, how to utilize community-based agency partnerships, and how to resolve barriers to building a successful business in the energy efficiency industry.

Contractors are recruited into their program through the Utility's implementation contractor's connections and resources as well as through the Utility's partnership with local CBOs. The CBOs do planning, outreach, and education to aid recruitment. The CBOs are provided funding for their time, and the Utility has chosen partners who align with the Utility program on mission and vision. This year they are also starting to see contractor referrals from incubator graduates.

Participants in the incubator program are financially compensated for their participation in the incubator program; participants receive stipends for days of work missed. In addition to financial support, incubator participants receive wrap-around services such as gas cards to help offset the cost of travel.

The program offers benefits beyond financial benefits to its participants. One benefit is a mentorship relationship between current trade allies and incubator cohort members. Another advantage is support to cohort members' business growth plans by offering additional training through its [name redacted for anonymity] Program, which trains individual workers to apply for entry-level positions in the construction industry. The Utility also assists contractors through the process of getting diverse certifications (MWBE) and for getting BPI certified.

Upon graduation, the Utility partners with their implementation contractor to facilitate on the job training sessions with the intent to hire some of the trainees who went through the incubator program. Graduates who have their own or form their businesses can join the trade ally network. The Utility also said they give the list of folks who graduate to the trade ally network so they're aware of incubator program graduates, sort of like a "roster" they share.

Graduates also can go on to become mentors to current students in the program. Mentors are compensated financially for their time having conversations and coaching. The Utility reported that in 2020 20 contractors were recruited into the incubator and 17 graduated. Of those 17, eight were accepted into the trade ally network. Last year there were 50 graduates from the incubator program.

2.1.3.1.1.4.3 Utility 4

Utility 4 has two workforce development programs. One is designed to train new workers and the other provides funding for on-the-job training. Both programs focus on creating career pathways for new and existing trade allies to enter into the labor market with adequate subsidized trainings and services to reduce barriers to participation.

The purpose of the training program is to provide a pipeline of skilled talent to support the state to meet their clean energy and equity goals established by their Climate Act. The program provides technical training, experiential learning, and placement into paid internships, apprenticeships, full-time jobs, or advanced formal training to ensure that both new and existing workers, apprentices, journeypersons, and students, as applicable, have the skills, experience, and qualifications required to meet industry demand.

The actual training is conducted by vendors chosen by Utility 4 through an RFP process. Host organizations plan and execute training and recruit and screen participants (including marketing, outreach, interviewing, and placement).

Of the utilities included in this research, Utility 4 has the most comprehensive benefits to trade allies that follow many of the best practice ideas discussed in the framework later in this document. Participants receive the following benefits through the Clean Energy Training program:

- Work preparation activities (e.g., job readiness, coaching/mentoring, financial literacy)
- Wrap around services such as case management, transportation, child support services, homelessness prevention, mental health counseling, legal assistance, and immigrant resources
- Stipends to support individuals with barriers to employment.

After the completion of the training, trade allies are supported through job placement. Whether that is paid internships, apprenticeships, full-time job, or advanced formal training to ensure that both new and existing workers, apprentices, journeypersons, and students, as applicable, have the skills, experience, and qualifications required to meet industry demand. Utility 4 is conscious about the whole experience for participants from start to finish.

The On-The-Job training (OTJ) program provides wage subsidies to eligible businesses to help reduce the financial risk of hiring and training new workers. This program enables the state to meet the objectives of clean energy funding and to advance their climate equity and Just Transition goals by developing a workforce equipped to perform jobs in energy efficiency and clean technology and supporting disadvantaged communities and priority populations.

Utility 4 uses a mix of internal resources and external support to manage their recruitment efforts. Internally, the Utility utilizes the other programs within their clean energy network to recruit participants. Utility staff host presentations and webinars on the program with other agencies in the state. The Utility's marketing team post case studies from the program on social media. Utility 4 also creates business user guides. These guides walk businesses through the program step by step, making it more accessible for businesses and contractors to participate in the program. The state's Department of Labor (DOL) has a Virtual Career Center that all businesses in the state can access for free. The virtual career center aims to get businesses and new employees into the training programs. The virtual career center functions as a job board that notifies businesses of employees who may be suitable for their job postings and vice versa.

The following figure summarizes the reimbursement rates and durations by the type of position the new employee is hired into and the business size. There are several elements in the reimbursement aimed to support hiring diverse individuals:

- If the hiring business is a MWBE, instead of the traditional 50% wage reimbursement, they'll receive 75% reimbursement for four or six months, depending on whether they hire an individual from a disadvantaged or priority population.
- If the hiring business is small and the new hire Is from a disadvantaged or priority population, the business will receive the reimbursement for an additional two months.

- If the hiring business is large and not a MWBE but hires an individual from a disadvantaged or priority population they are eligible for reimbursement.

The Utility has a map for businesses to use to determine if a new hire is from a disadvantaged community or not.

FIGURE 2-4 REIMBURSEMENT RATES AND DURATION

Position Type	Business Classification	Business Size	Reimbursement Rate	Reimbursement Period	
				Non-Disadvantaged Community/Priority Population Worker	Disadvantaged Community/Priority Population Worker
General Clean Energy	Business not registered/certified as MBE/WBE/SDVOB	2 – 100 employees	50%	16 Weeks	24 Weeks
		101 or more employees	50%	Not Eligible	24 Weeks
	Business registered/certified as MBE/WBE/SDVOB	Any Size	75%	16 Weeks	24 Weeks
Solar Electric, Solar Thermal, or Wind	Business not registered/certified as MBE/WBE/SDVOB	2 employees or more	50%	Not Eligible	24 Weeks
	Business registered/certified as MBE/WBE/SDVOB	Any Size	75%	16 Weeks	24 Weeks
Heat Pumps	Business not registered/certified as MBE/WBE/SDVOB	2 employees or more	75%	16 Weeks	24 Weeks
	Business registered/certified as MBE/WBE/SDVOB	Any Size	75%	16 Weeks	24 Weeks

The Utility works closely with the State's Department of Labor (DOL) to deliver the program and help develop job skills for new workers in energy efficiency and clean technology businesses. The DOL assists participating businesses with developing OJT training plans as well as assessing the necessary skills and identifying available workers that match those skills.

The Utility encourages participation in both workforce development programs. Trainees coming out of the training program can be hired by any of the participating businesses in the OTJ program. The Utility reported the OTJ program has supported about 257 businesses with 2,082 employees hired in the past four to five years.

2.1.3.2 C&I Cross-Cutting Research

2.1.3.2.1 *C&I Cross-Cutting Participant Findings*

The Evaluators conducted interviews with customers who participated in Small C&I Solutions, Large C&I Solutions, Publicly Funded Institutions, and CI Construction Solutions to gain insight into customer satisfaction and feedback. All customers with valid email addresses included in the program's tracking data were emailed an invitation to be interviewed (n=198). With a target of 5-7 interviews per program, 15 in-depth one-on-one interviews were conducted with contacts from businesses participating in at least one Entergy New Orleans Energy Smart program. Interviews lasted about 45 minutes from October 16 to November 28, 2024.

Table 2-11 contains a breakdown of the recruitment details.

TABLE 2-11 RESEARCH SAMPLE RECRUITMENT DETAILS

Contact Details		
Total Points of Contact on Respondent List	204	
Contacts with Email Addresses	198	*Minimum 2 emails per contact*
Contacts with Phone Numbers	188	*Minimum of 2 phone calls and 1 text per contact number*
Non-contactable Entries on List	39	*Includes bad numbers, issues with voicemail, etc.*
Response Details		
Successful Interviews	15	*Replied positively, scheduled, and completed interview*
Declined or Not Qualified	37	*Declined invitation / Did not meet qualifying criteria*
Interested but Unresponsive	17	*Indicated interest via email or text but did not respond to repeated calls for further screening*
Missed Rescheduling Opportunity	4	*Did not respond to calls to reschedule missed interview appointment*

The following sections contain key C&I cross-cutting findings.

2.1.3.2.1.1 Sustainability and Energy Efficiency Perspectives

While the importance of sustainability varies among businesses, it plays a key role in operations and decision-making. Many commercial businesses engage in sustainable practices such as recycling, waste reduction, solar panels, energy management systems, water conservation, and energy-efficient appliances. Seven of 15 businesses identified sustainability as important or a priority.

> *"We try to focus on sustainability as much as possible, as much as fiscal will allow. [Sustainability is] lower waste, lower emissions... the majority of things that we do are 100% biodegradable and not contributing to landfills or wastage of water."*
> *– Owner, Coffee Shop, Small Commercial & Industrial Solutions*

> *"Our corporate office is always looking to be more energy efficient."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

2.1.3.2.1.2 Commercial Program Benefits

The Energy Smart programs offer significant benefits to businesses in New Orleans, primarily through cost savings and energy efficiency improvements. Many businesses have reported noticeable reductions in their energy bills after implementing measures such as LED lighting upgrades, HVAC improvements, and building

automation systems. The programs also provide valuable education and guidance on energy-saving practices, with knowledgeable representatives assisting businesses in identifying areas for improvement. Additionally, the rebates and incentives offered make it financially feasible for businesses to undertake energy efficiency projects that they might not have been able to afford otherwise.

All 15 businesses highlighted the financial benefits, such as rebates and cost savings, making upgrades easier and more accessible. Many see noticeable savings on their monthly bills, reinforcing the value of energy-efficient improvements.

> *"I would say the money is always nice. The rebates are always nice. The savings and energy costs are nice."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

> *"I went through my bills from when I had the lights installed on April 3. So, I compared my expenses through Entergy with each month pertaining to last year's cost, and I saw a big difference."*
> *– Owner, Salon, Small Commercial & Industrial Solutions*

Eight of 15 businesses cited energy efficiency improvements and the environmental benefits of sustainability as major advantages of the Energy Smart programs.

> *"It felt good to do it, just knowing that you're contributing to make a better situation that's just better for the environment."*
> *– Owner, Retail Property, Large Commercial & Industrial Solutions*

Six of 15 businesses appreciated the ease of the process and the professionalism of the vendors and installers.

> *"The process was very easy, straightforward and streamlined."*
> *– Owner, Coffee Shop, Small Commercial & Industrial Solutions*

> *"They came in, and they were incredibly professional and timely. One of the best vendors I've ever had the pleasure of working with."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

2.1.3.2.1.3 C&I Cross-Cutting Participant Challenges and Successes

While many businesses had a positive experience with the Energy Smart program, some encountered challenges related to upfront costs, application complexity, contractor availability, and installation logistics. A few businesses struggled with the time-consuming application process, unclear program details, and confusion around workbooks. Limited contractor availability and scheduling constraints also created hurdles, particularly for businesses with seasonal operations or older infrastructure. Some businesses faced delays in receiving equipment or coordinating across departments, while others noted changes in lighting intensity after upgrades. Despite these challenges, many participants reported smooth installations and highly professional service.

Addressing concerns related to process clarity, contractor access, and financial support could further improve engagement and program outcomes. Program Challenges

2.1.3.2.1.3.1.1 FINANCIAL BARRIERS

Some businesses found that even with rebates, upfront costs remained a challenge, particularly for smaller organizations with limited budgets.

> *"The only thing I would say is that if you're prioritizing schools and hospitals, that's probably more helpful where they get a higher percentage of money, so they don't have out-of-pocket costs."*
> *– Chief Operating Officer, Charter School, Publicly Funded Institutions*

2.1.3.2.1.3.1.2 PROGRAM SCOPE AND CLARITY

Three of 15 businesses reported confusion about the scope of assistance available.

> *"In the beginning, I don't think they hammered down or were advertising their full scope of what they would do for a business."*
> *– Owner, Coffee Shop, Small Commercial & Industrial Solutions*

2.1.3.2.1.3.1.3 APPLICATION COMPLEXITY

Two businesses noted that the application process was time-consuming, particularly for those unfamiliar with it.

> *"For me, I don't have a lot of time just sitting down and figuring out what to apply for and what works and doesn't is just too time-consuming for me."*
> *– Chief Operating Officer, Charter School, Publicly Funded Institutions*

2.1.3.2.1.3.1.4 WORKBOOK CONFUSION

Two businesses described the workbooks and available options as confusing.

> *"When I started with it, I think the workbooks were a little confusing."*
> *– Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions*

> *"I wish going forward that we'll be presented with an option of what light best works for you in the sample of that lighting."*
> *– Chief Operating Officer, Rec Center, Publicly Funded Institutions*

Clearer communication, educational materials, direct outreach, and case studies could help businesses better understand and engage with the program.

2.1.3.2.1.3.1.5 CONTRACTOR AVAILABILITY AND SCHEDULING

Two businesses reported difficulty securing contractors due to high demand.

> *"All the electricians in the program were booked out solid, so I couldn't use that program."*
> *– Owner, Leased Property, Small Commercial & Industrial Solutions*

Two businesses also mentioned scheduling constraints due to business operations or existing infrastructure.

> *"Contractors had to work with our schedule around particular sporting seasons" and "work with our rec centers regarding when things are offline."*
> *– Chief Operating Officer, Rec Center, Publicly Funded Institutions*

> *"Sometimes it's a little bit harder just due to the age of facilities."*
> *– Chief Operating Officer, Charter School, Publicly Funded Institutions*

2.1.3.2.1.3.1.6 EQUIPMENT AND TIMING ISSUES

One business cited delays in receiving equipment.

> *"It took a little time to get the actual fixtures in. I don't think anybody could control that."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

Another mentioned coordination challenges across multiple departments.

> *"The only thing is sometimes the equipment, sometimes it's hard to nail down the original dates you put in the workbook."*
> *– Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions*

2.1.3.2.1.3.1.7 LIGHTING CONCERNS

One business noted changes in lighting intensity post-installation.

> *"Sometimes, our ballparks went from real bright on the field to a little less bright with the LEDs."*
> *– Chief Operating Officer, Rec Center, Publicly Funded Institutions*

2.1.3.2.1.3.2 Program Successes

Despite these challenges, seven of 15 businesses reported no major hurdles and were highly satisfied with the installation process.

> *"No, actually, he came in, we had a great conversation. I didn't even know he knew how to repair a balance."*
> *– Owner, Salon, Small Commercial & Industrial Solutions*

2.1.3.2.1.4 C&I Cross-Cutting Participant Program Engagement

All 15 businesses expressed interest in participating in Entergy's Energy Smart programs again. Cost incentives were the primary motivator, with businesses appreciating both the upfront rebates and long-term energy cost savings. While financial benefits were the strongest driver, six businesses also valued the environmental impact and the push toward greater energy efficiency. Five businesses highlighted how the program helped them replace outdated systems, achieve corporate initiatives, and improve overall operations.

> *"Just getting my energy bill every month. I was like, whoa."*
> *– Office Manager, Shipping, Small Commercial & Industrial Solution*

> *"Because of this program, I've been able to replace a lot of this old equipment... It's helped me improve my service to the tenants."*
> *– Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions*

> *"Our corporate office is always looking to be more energy efficient."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

The Energy Smart program enabled businesses to install energy-efficient upgrades they might not have otherwise pursued. Six businesses stated they would not have completed the upgrades without the rebates, while five said they would have, but at a smaller scale or over a longer period.

> *"Absolutely not. I never would have been able to convince them to do these projects, nor would we have found the funding to do it."*
> *– Contractor, Lighting, Small Commercial & Industrial Solutions*

> *"I would have, just not on the scale that I did. Definitely the ballroom because I had no choice. But there's no way, without those rebates, I would have done all the guest floors."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

2.1.3.2.1.5 C&I Cross-Cutting Participant Suggestions

Most businesses plan to continue engaging with Entergy's Energy Smart programs, driven by positive experiences and clear benefits. However, participants offered several suggestions to improve program accessibility and effectiveness. Key suggestions included enhancing outreach and marketing, simplifying the application process, expanding eligible upgrades, increasing rebate amounts, and improving contractor availability.

The following subsections include participants' suggestions. Program-specific evaluator recommendations begin in section 2.1.3.3.

2.1.3.2.1.5.1 Improving Outreach and Awareness

Five of 15 businesses emphasized the need for better marketing and communication to increase awareness of available programs.

> *"I just think the reach, the general reach of those who are aware of the program, needs improvement."*
> *– Owner, Coffee Shop, Small Commercial & Industrial Solutions*

> *"Maybe they could have a list of [possible updates] They could go to people's buildings and say, 'Hey, this program can do so much more in lighting.'"*

– Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions

2.1.3.2.1.5.2 Simplifying the Application Process

Three businesses recommended streamlining the application process to make it more accessible, particularly for busy business owners.

"For me, who I don't have a lot of time, just sitting down and figuring out what to apply for and what works and doesn't work is just too time-consuming for me."
– Chief Operating Officer, Charter School, Publicly Funded Institutions

2.1.3.2.1.5.3 Expanding Eligible Upgrades and Rebates

Two businesses suggested expanding the program to cover more comprehensive HVAC upgrades.

"I guess I would like more information or engage a little more on that HVAC side."
– Director of Facilities, Private Catholic High School, Publicly Funded Institutions

Two businesses also suggested increasing rebate amounts or offering full coverage for certain projects.

"I know they haven't increased it for years. The Original project I did with the chiller plant, there was a max of $50,000, which the project was probably close to $2 million." – Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions

2.1.3.2.1.5.4 Community Education and Awareness

Two businesses suggested incorporating educational efforts to promote energy efficiency awareness.

"Maybe do some little educational programs too for kids."
– Owner, Retail Property, Large Commercial & Industrial Solutions

"I think they should continue to try to increase people doing more energy-smart options."
– Manager, Hotel, Large Commercial & Industrial Solutions

2.1.3.2.1.5.5 Expanding Contractor Availability

One business recommended growing the contractor network to improve installation scheduling and availability.

"Have more people available to actually do the work."
– Owner, Leased Property, Small Commercial & Industrial Solutions

Enhancing outreach, simplifying processes, expanding program offerings, and increasing contractor availability could make Entergy's Energy Smart programs more accessible and beneficial for a wider range of businesses and institutions.

2.1.3.2.2 *C&I Cross-Cutting Trade Ally Findings*

Evaluators conducted interviews with trade allies who participated in at least one Entergy New Orleans Energy Smart program. All trade allies with valid email addresses in the program's tracking data (n=71) were invited to participate. In total, MDRG interviewed eight trade allies: five from the Small Commercial & Industrial program, three from Large Commercial & Industrial Solutions, one from Publicly Funded Institutions, and one from Commercial & Industrial Construction Solutions. Two trade allies had worked with both the small and large C&I programs. Interviews lasted approximately 45 minutes and took place from October 28 to October 31, 2024.

Table 2-12 contains a breakdown of the recruitment details.

TABLE 2-12 RESEARCH SAMPLE RECRUITMENT DETAILS

Contact Details		
Total Points of Contact on Respondent List	78	
Contacts with Email Addresses	71	*Minimum 2 emails per contact*
Contacts with Phone Numbers	73	*Minimum of 2 phone calls and 2 texts per contact number*
Non-contactable Entries on List	19	*Includes bad numbers, issues with voicemail, etc.*
Response Details		
Successful Interviews	8	*Replied positively, scheduled, and completed interview*
Declined or Not Qualified	15	*Declined invitation / Did not meet qualifying criteria*
Interested but Unresponsive	7	*Indicated interest via email or text but did not respond to repeated calls for further screening*
Missed Rescheduling Opportunity	2	*Did not respond to calls to reschedule missed interview appointment*

The following sections contain key C&I cross-cutting findings from interviews with trade allies.

2.1.3.2.2.1 Sustainability and Energy Efficiency Perspectives

Most trade allies interviewed value sustainability, with six of eight indicating it is important to their business and clients. They implement sustainable practices through energy-efficient installations, freon recapture and recycling, energy-conscious business operations, and promoting energy-efficient products.

> *"We look at water-energy water reduction methods. We look at material selection. Sometimes, our lighting electrical engineers look at ways to reduce lighting power and lighting consumption." – Design Engineer, Electrical and Mechanical, Commercial & Industrial Construction Solutions*

> *"We recycle all the bulbs and things that come out of these facilities."*
> *– Manufacturer, Lighting, Large Commercial & Industrial Solutions*

> *"When we're doing air conditioner installs on new equipment, everybody wants Energy Star-rated air conditioners." – Owner/Installer, HVAC, Small Commercial & Industrial Solutions*

2.1.3.2.2.2 Trade Ally Program Benefits

Trade allies are generally very satisfied with the Energy Smart programs, describing them as easy to work with. They appreciate the program representatives for connecting them with the right customers and providing timely support. The financial benefits are especially valuable, making energy efficiency upgrades more affordable and accessible for their clients. Many trade allies also see the program as a marketing advantage, allowing them to offer progressive solutions that help customers reduce energy costs.

2.1.3.2.2.2.1 Financial Benefits

Six of eight trade allies highlighted the program's strong economic incentives and rebates, which help businesses and customers save money.

> *"It works well from my end because it doesn't require much involvement from me; it just needs more feeding information, and it doesn't take up too much of my time. Then, the owners are happy because they can get credits they otherwise wouldn't have known about. So, it works out well." – Design Engineer, Electrical and Mechanical, Commercial & Industrial Construction Solutions*

2.1.3.2.2.2.2 Customer Satisfaction

Five trade allies noted that customers are highly satisfied with the program, appreciating both facility improvements and the energy savings.

> *"I like it when I finish, and the customer sees all the lighting and how nice it is, and they really like it. You know, in the end, everyone was satisfied."*
> *– Installer, Electrical Contracts, Small Commercial & Industrial Solutions*

2.1.3.2.2.2.3 Marketing and Business Growth

Three trade allies cited participation in the program as a valuable marketing tool that helps attract new clients.

> *"It's a good marketing tool for us because it is something that not many people know about or are doing. So, we can show the owners that we can find different avenues to save them money and energy. I think it helps with marketing our firm versus other firms." – Design Engineer, Electrical and Mechanical, Commercial & Industrial Construction Solutions*

2.1.3.2.2.3 C&I Cross-Cutting Trade Ally Challenges

Trade allies face several challenges when engaging with Entergy's Energy Smart programs, including preapproval requirements, scheduling, and financial risks. Many also find the paperwork and administrative processes for rebate applications time-consuming, particularly for smaller projects. Frequent changes in calculation tools and rebate structures can lead to confusion, and some trade allies note the limited scope of prescriptive measures as a barrier to efficiency.

2.1.3.2.2.3.1 Administrative Burden

Four of eight trade allies identified the rebate application process as a major hurdle, citing the extensive paperwork required for relatively small incentives.

> *"It takes six to eight weeks to get a hundred-dollar check...I can go out there and do the job in an hour. And she spends two hours trying to process and get all the pictures; I mean, they have a booklet you must fill out to process a $100 rebate. It's insane. There's a lot of work that goes into the hundred bucks."*
> *– Owner/Installer, HVAC, Small Commercial & Industrial Solutions*

> *"The amount of work it takes me to turn in one rebate. And I'm not doing high-dollar projects for them or rebate incentives. I spend a lot of time for my little, tiny bit of money." – Owner/Installer, HVAC, Small Commercial & Industrial Solutions*

2.1.3.2.2.3.2 Frequent Changes in Program Tools and Requirements

Two trade allies reported that ongoing changes to calculation tools and rebate structures create confusion and extra work.

> *"The only gripes we've had over the years concern how often some of these calculators or the tools we're using to determine the rebates have changed."*
> *– Installer, Lighting, Small & Large Commercial & Industrial Solutions*

2.1.3.2.2.3.3 Limited Scope of PrescriptIve Measures

Two trade allies noted that the current prescriptive measures, particularly in lighting, are too narrow, requiring custom applications for standard retrofits.

> *"Looking at the prescriptive measures, they're not all-inclusive. It's fairly limited to replacing metal halide only. If there could be some prescriptive, this is in the lighting aspect, such as any LED fixtures. Replacing fluorescent would be terrific."*
> *– Distributor, Lighting, Small Commercial & Industrial Solutions*

2.1.3.2.2.3.4 Customer Misconceptions about Rebates

One trade ally reported that some customers misunderstand the rebate amounts they are eligible for, leading to confusion.

> *"I still get some customers that believe they are getting the full $50,000 or something like that, and that's what I would assume is just a misconception of the customer."*

– Installer, Lighting, Small & Large Commercial & Industrial Solutions

2.1.3.2.2.4 C&I Cross-Cutting Trade Ally Engagement

Trade allies express high satisfaction with the Energy Smart program, with six of eight explicitly stating they were satisfied or very satisfied, while two had mixed feelings. Positive experiences stem from customer benefits, ease of use, and strong support from program representatives. The primary concerns were administrative processes and changes in rebate calculations.

"I'm very satisfied. The owners are pretty happy with the end results." – Design Engineer, Electrical and Mechanical, Commercial & Industrial Construction Solutions

"I'm very satisfied. It's a major part of my business."
– Installer, Lighting, Small & Large Commercial & Industrial Solutions

Trade allies engage in the Energy Smart program because it benefits both their clients and their businesses. The program makes upgrades more accessible, enhances marketability for trade allies, and supports business growth. Many also appreciate the broader impact on their communities and the environment.

"It's a good marketing tool for us because it is something that not many people know about or are doing. And then the owners are also happy because they can get some credits they otherwise wouldn't have known about." – Design Engineer, Electrical and Mechanical, Commercial & Industrial Construction Solutions

"To help fund the projects... It does play a role in which projects are going to happen." – Consultant, HVAC, Small & Large Commercial & Industrial Solutions

"To try to give back a little bit. We are in the New Orleans, Louisiana area, and we have a very large population of low-income people here."
– Owner/Installer, HVAC, Small Commercial & Industrial Solutions

"Honestly, I think one of the best parts about it is that it's helping people change and make the jump to LED, and it's incentivizing them to do it."
– Manufacturer, Lighting, Large Commercial & Industrial Solutions

2.1.3.2.2.5 C&I Cross-Cutting Trade Ally Suggestions

Trade allies generally have positive views of Entergy New Orleans' Energy Smart programs, recognizing their value in supporting businesses and customers, particularly low-income customers and small businesses. Many trade allies plan to continue participating in the programs, though they identified areas for improvement.

Key recommendations included streamlining administrative processes, particularly rebate applications and calculations, and providing more consistent and timely updates on program changes. Trade allies also suggested increased support in securing projects, expanding prescriptive measures to include common upgrades like LED replacements for fluorescent lighting, and enhancing customer outreach to raise awareness about available programs. Some expressed interest in exploring additional Entergy programs, such as those focused on compressed air systems, chillers, and new construction. Despite these areas for improvement, all eight trade allies stated they would continue working with Entergy New Orleans on future projects.

The following subsections include participants' suggestions. Program-specific evaluator recommendations begin in section 2.1.3.3.

2.1.3.2.2.5.1 Streamlining Administrative Processes

Four of eight trade allies suggested simplifying rebate applications and extending submission deadlines to allow more flexibility.

> *"On average, the submission deadline was within 30 days. Sometimes, it's nice to see windows; when [an] installation is completed, it takes more than 30 days to submit all the paperwork." – Distributor, Lighting, Small Commercial & Industrial Solutions*

2.1.3.2.2.5.2 Expanding Program Offerings

Three trade allies recommended expanding prescriptive measures, increasing HVAC incentives, and incorporating more control options.

> *"The incentives for HVAC could be higher compared to other programs, ... some additional controls added. So, like, advanced rooftop controls would be good."*
> *– Consultant, HVAC, Small & Large Commercial & Industrial Solutions*

2.1.3.2.2.5.3 Enhancing Customer Outreach

Three trade allies emphasized the need for better outreach and customer education to generate more project opportunities.

> *"I think if they could do a better job of influencing the customers to call and find us instead of us having to find them, it would be a big thing."*
> *– Installer, Electrical Contracts, Small Commercial & Industrial Solutions*

Trade allies value the Energy Smart programs and their role in promoting energy efficiency. Addressing administrative inefficiencies, expanding eligible upgrades, and improving outreach efforts could enhance program engagement and accessibility.

2.1.3.2.3 *C&I Cross-Cutting Nonparticipant Survey Findings*

Evaluators conducted a survey of C&I nonparticipants to gain insight into their awareness of Entergy energy-efficiency programs, willingness to participate in those programs, the perception of energy-efficiency, and the perception of ENO. Hundreds of program participants were initially contacted to complete the online survey. Of the total emails sent (including reminders), about half opened the emails; however, under 1 in 10 completed the

survey. To help increase the number of respondents, respondents who had not completed the survey, had not opened the survey, or had a different email listed were then contacted via phone through NOLA perspectives to complete the survey. A further 25 respondents were gathered via phone survey. A $25 incentive was offered to customers who completed the survey.

Further details of the survey campaign can be found in Table 2-13.

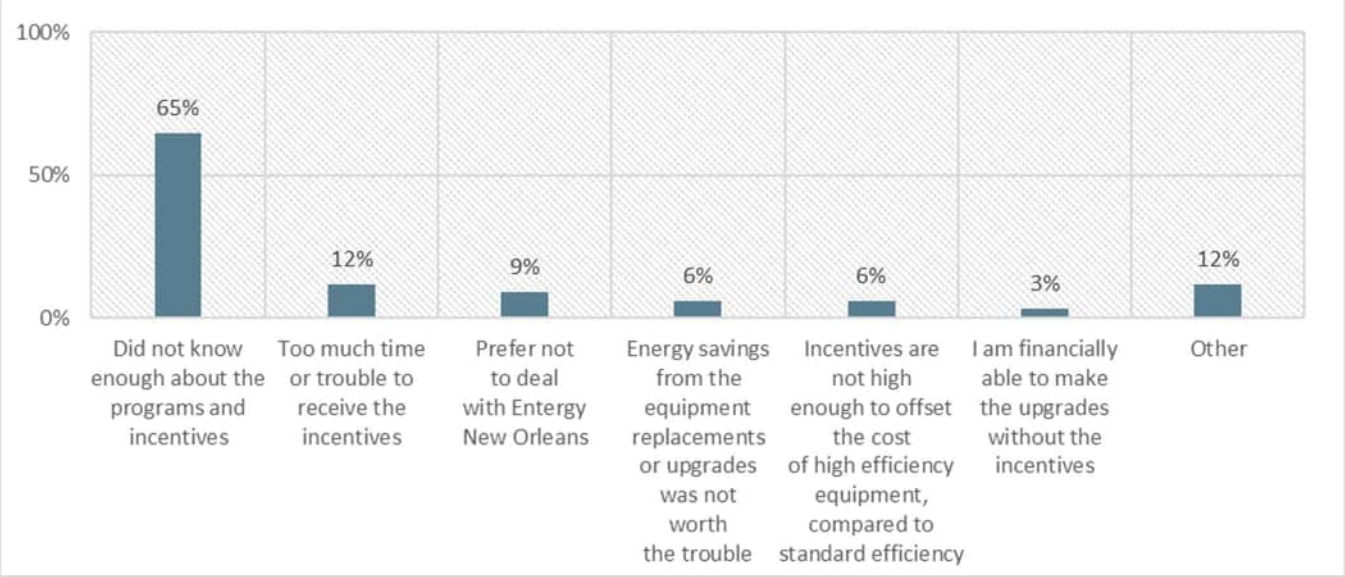
TABLE 2-13 EMAIL CAMPAIGN AND RESPONSE RATE

Nonparticipant Survey Response Breakout	
Email Completes	34
Email Incompletes	177
Email Disqualified	69
Total Email Survey Starts	280
Email IR%	12%
Email's Opened	7,855
Email Total Survey Starts of Opened %	4%
Completes of Opened %	0.4%
Email's Sent Out	19,652
Emails Opened of Email's Sent Out %	40%
Total Survey Starts of Email's Sent Out %	1%

2.1.3.2.3.1 Perceptions of Entergy

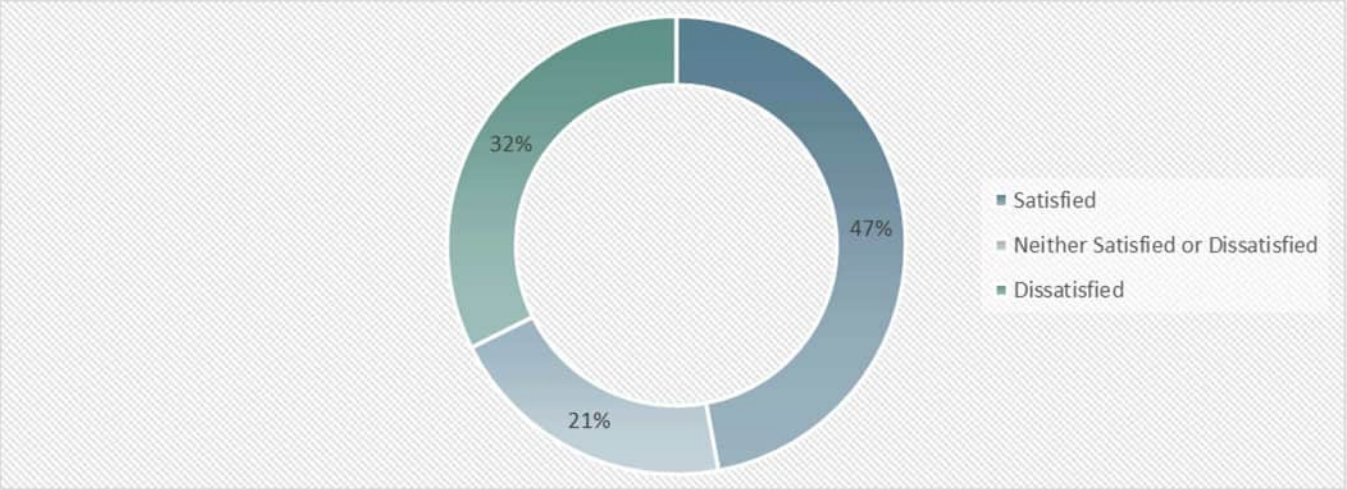
Nearly two-thirds indicate that they did not know enough about the program and its incentives to participate.

FIGURE 2-5 REASONS FOR NOT PARTICIPATING IN ENTERGY NEW ORLEANS ENERGY SMART PROGRAMS FOR BUSINESSES (N=34)



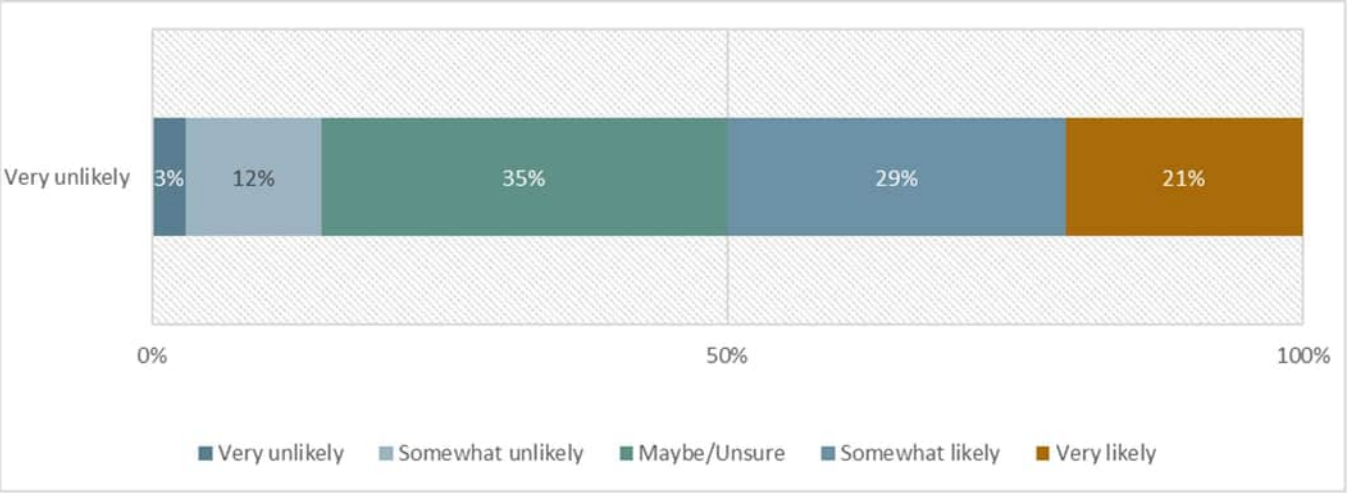
Among those not participating in programs run by Entergy New Orleans, slightly more respondents are satisfied with the utility rather than dissatisfied.

FIGURE 2-6 SATISFACTION WITH ENTERGY (N=34)



Half of nonparticipants would be somewhat or very likely to switch electric utility companies if one were available.

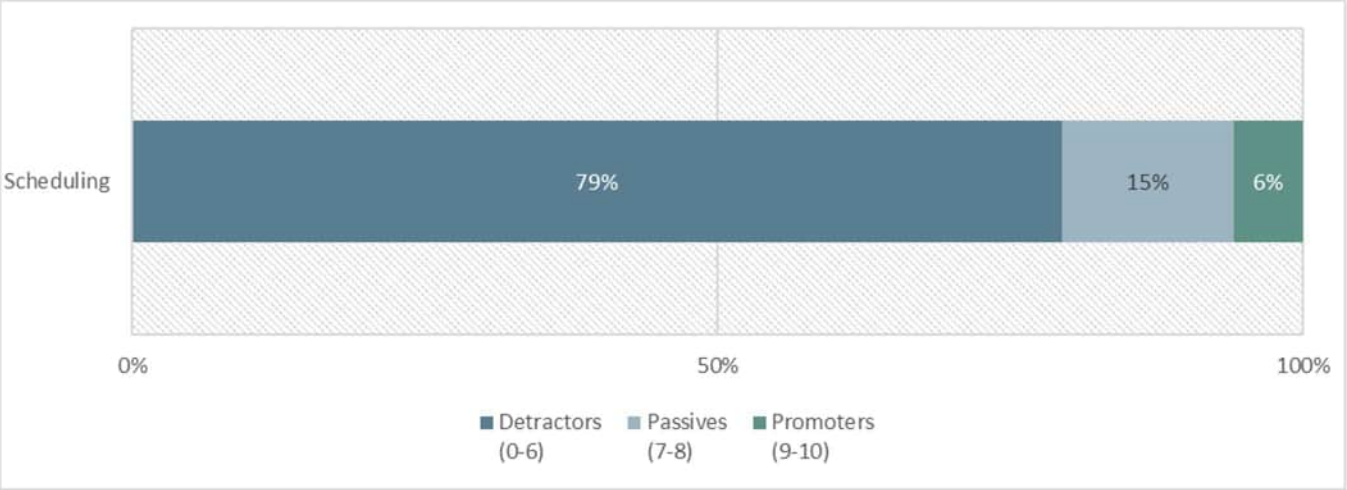
FIGURE 2-7 LIKELIHOOD TO SWITCH TO A NEW ELECTRIC UTILITY COMPANY IF ONE WERE AVAILABLE (N=34)



Many of those likely to switch if a new utility company were available often cite power outages, poor customer service, and costs as reasons to why they would switch.

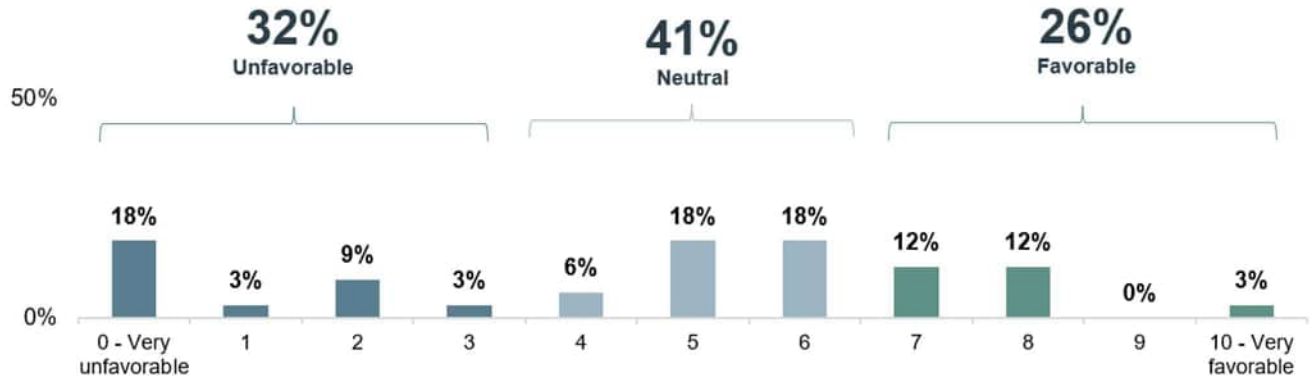
Very few would promote the brand, with just 6% likely to recommend Entergy New Orleans to a friend or colleague. Most (79%) are considered detractors of the brand, with overall NPS at -74.

FIGURE 2-8 LIKELIHOOD OF RECOMMENDING ENTERGY NEW ORLEANS TO A FRIEND OR COLLEAGUE, ASSUMING UTILITY PROVIDER OPTIONS (N=34)



Favorability of Entergy among nonparticipants was more neutral or unfavorable. Nearly 1 in 3 have an unfavorable view of the brand while just 1 in 4 have a favorable view.

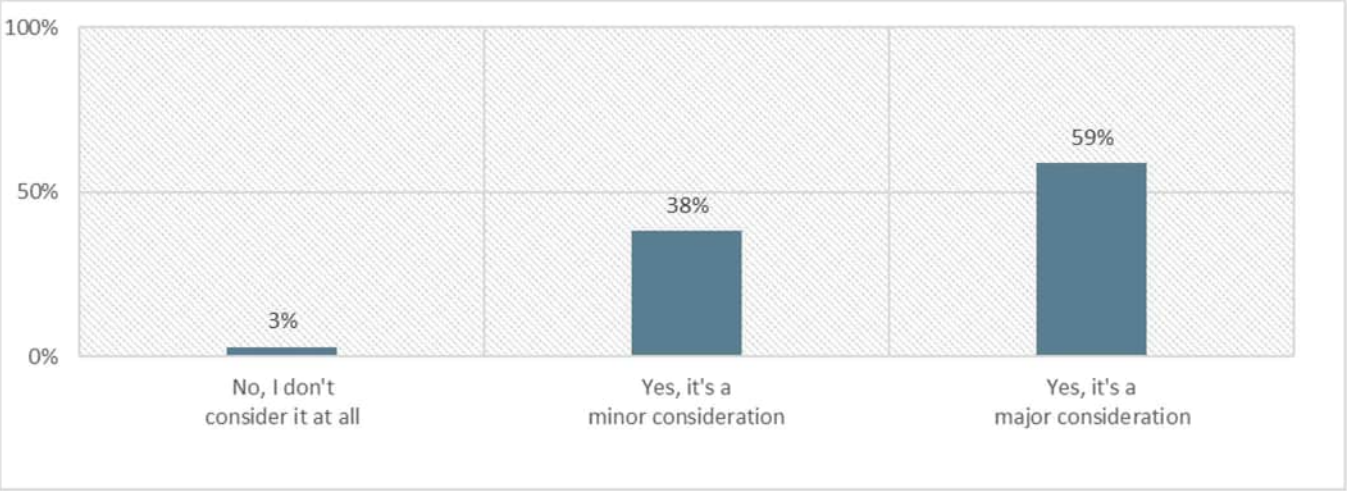
FIGURE 2-9 OVERALL IMPRESSION OF ENTERGY (N=34)



2.1.3.2.3.2 Program Awareness

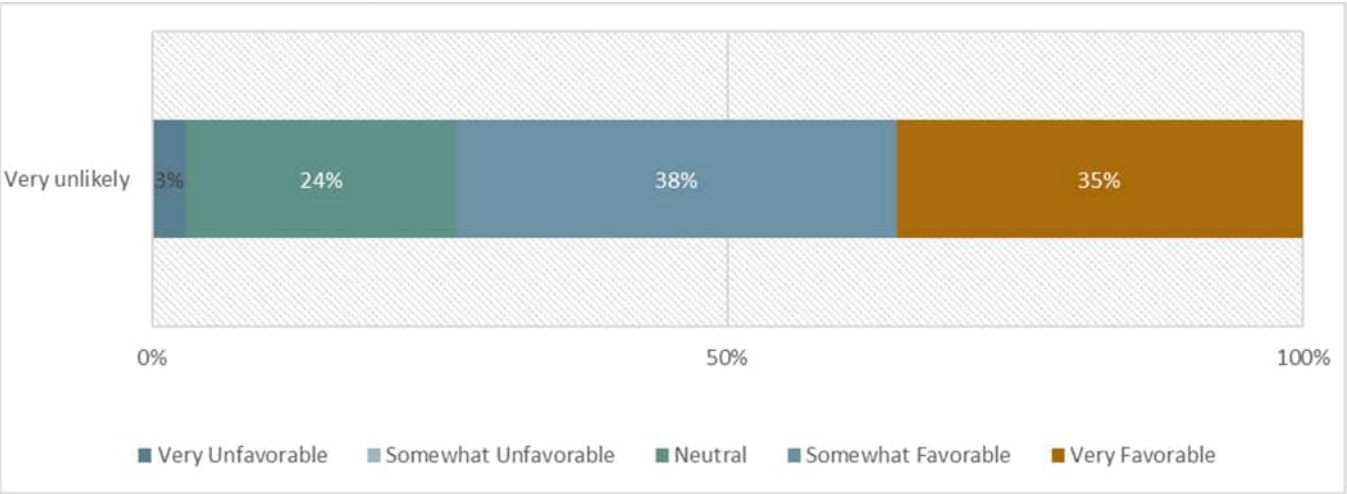
Most (97%) respondents do consider energy efficiency—with most as a major consideration—when purchasing electric appliances.

FIGURE 2-10 CONSIDERATION OF ENERGY EFFICIENCY WHEN PURCHASING ELECTRIC APPLIANCES FOR BUSINESS (N=34)



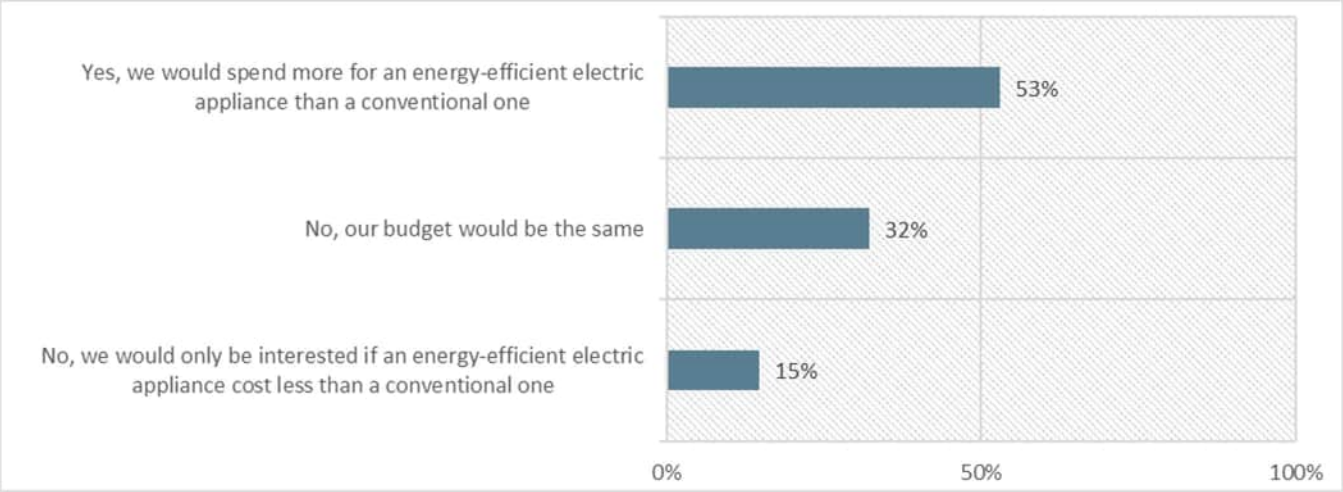
About 3 in 4 have a favorable opinion of energy conservation behaviors.

FIGURE 2-11 OVERALL IMPRESSIONS OF BEHAVIORS THAT IMPROVE ENERGY EFFICIENCY, REDUCE ENERGY CONSUMPTION AND ARE GOOD FOR THE ENVIRONMENT (N=34)



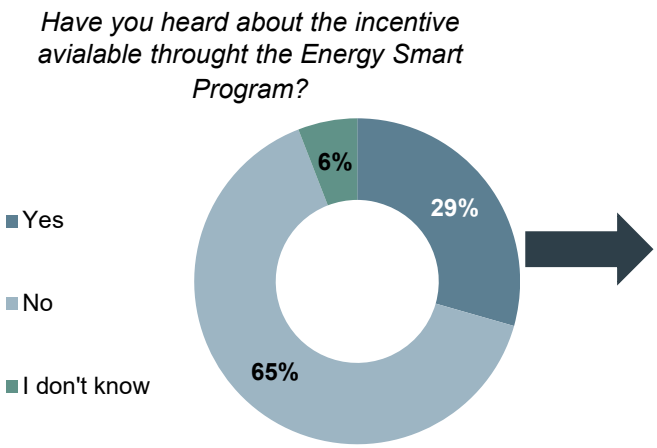
Just over half say they would be willing to spend more for an energy-efficient appliance over a conventional one.

FIGURE 2-12 BUSINESS WILLINGNESS TO SPEND MORE FOR ENERGY-EFFICIENT APPLIANCES (N=34)



About 3 in 10 have heard of the financial incentives for commercial customers through the Energy Smart Program. Among those, most heard through a mailer or an email.

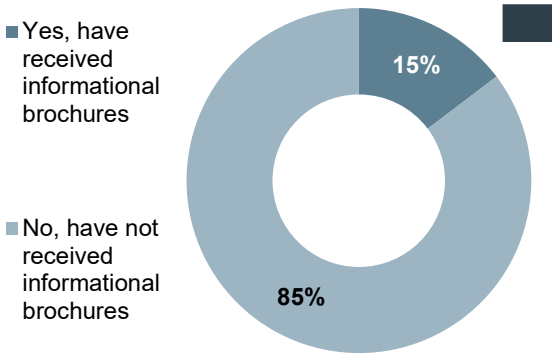
FIGURE 2-13 AWARENESS AND DISCOVERY OF FINANCIAL INCENTIVES FOR COMMERCIAL CUSTOMERS THROUGH THE ENERGY SMART PROGRAM (N=34)



Sources of Information on Energy Efficiency Program Offerings	(n=10)
Energy Smart mailer or bill insert	40%
Email from Energy Smart	30%
Email from Entergy New Orleans	20%
Entergy New Orleans mailer or bill insert	10%
Word of mouth from a personal contact	10%
Entergy New Orleans website	10%

Among those who received an informational brochure, 6 in 10 recalled that the brochure covered lighting equipment; 4 in 10 recalled HVAC equipment and commercial kitchen equipment.

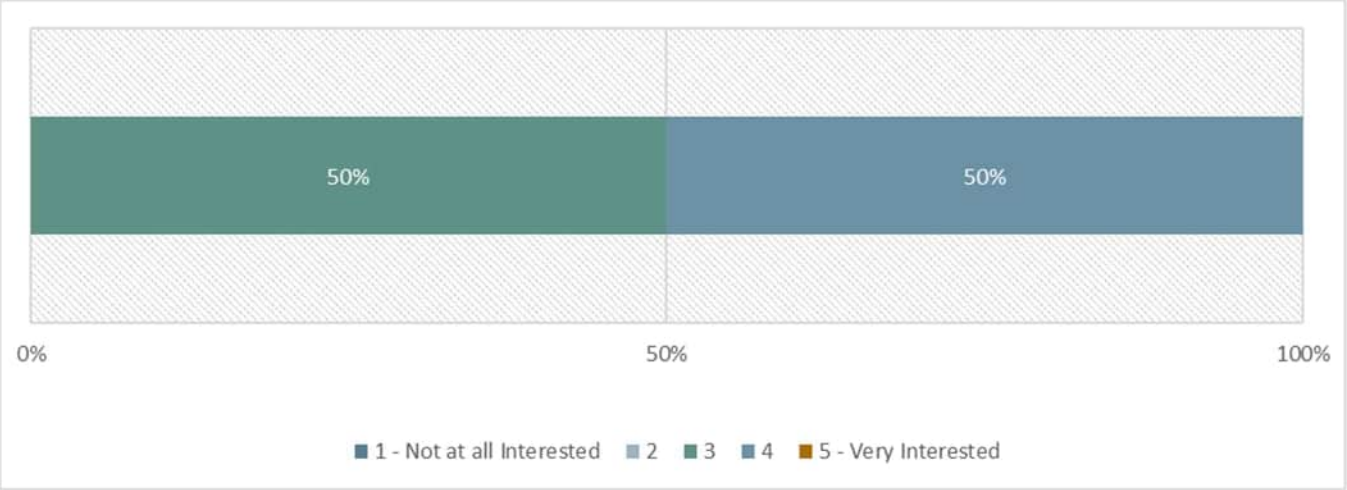
FIGURE 2-14 RECEIVED ENTERGY ENERGY SMART PROGRAM BROCHURES; RECALL OF EQUIPMENT AND SERVICES COVERED (N=34)



Types of Equipment and/or Services Brochure Covered	(n=5)
Lighting	60%
HVAC equipment	40%
Commercial kitchen equipment	40%
Lighting controls	20%
I don't remember	40%

Of the two nonparticipants who received informational materials, one felt the materials effectively encouraged them to think about purchasing new or upgrading equipment for better efficiency. The second nonparticipant suggested that these materials would be more effective if incentives were higher.

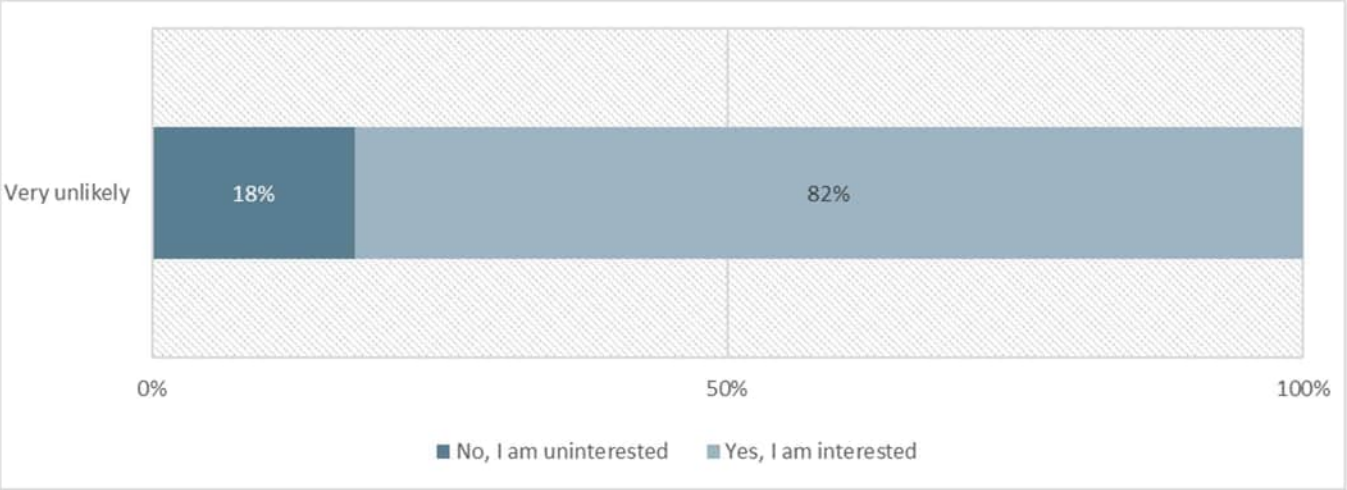
FIGURE 2-15 EFFECTIVENESS OF MATERIALS IN ENCOURAGING THE PURCHASE OR UPGRADE OF EFFICIENT HVAC EQUIPMENT (N=2)



2.1.3.2.3.3 Participation Barriers

About 8 in 10 participants are interested in making energy efficient upgrades or participating in energy efficiency programs.

FIGURE 2-16 INTEREST IN MAKING ENERGY EFFICIENT UPGRADES OR PARTICIPATING IN ANY OF ENTERGY NEW ORLEANS'S ENERGY EFFICIENCY PROGRAMS FOR YOUR BUSINESS (N=34)



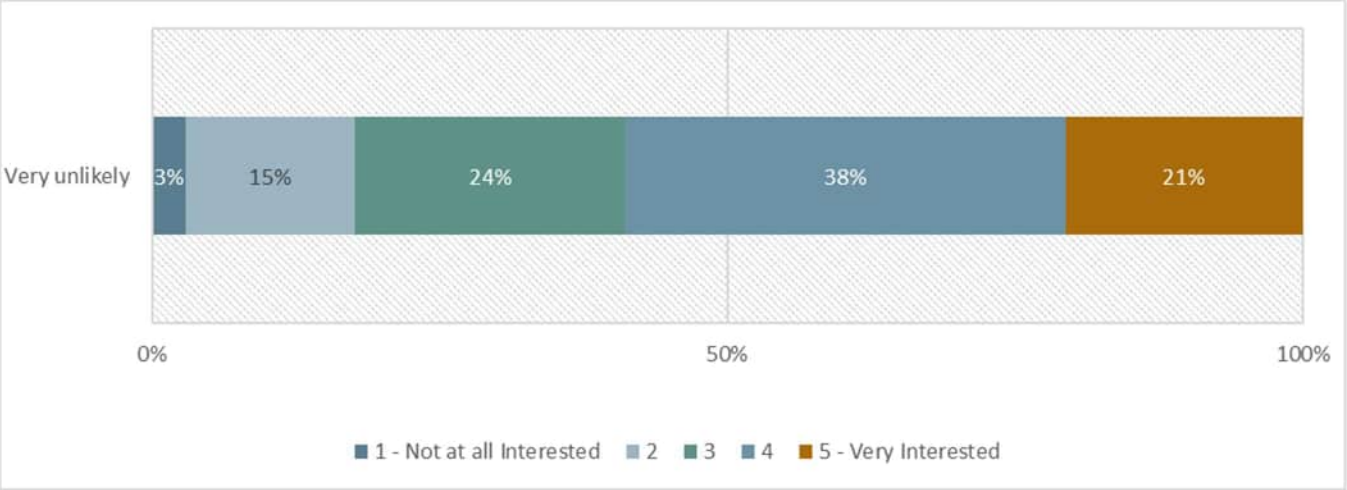
Among nonparticipants, the highest interest was expressed in energy efficiency upgrades or programs for HVAC systems/chillers and lighting. Additionally, nonparticipants expressed some interest in improved energy efficiency and programs in lighting controls, refrigeration equipment and kitchen equipment.

TABLE 2-14 INTEREST IN ENERGY EFFICIENCY UPGRADES OR PROGRAMS FOR YOUR BUSINESS (IF YES IN CHART 11) (N=28)

Energy Efficiency Upgrades or Programs	(n = 28)
HVAC systems and chillers	75%
Lighting	68%
Lighting controls	46%
Refrigeration equipment	36%
Kitchen equipment	36%
Air compressors	7%
Motors	4%
Variable frequency drivers	4%
Other	14%

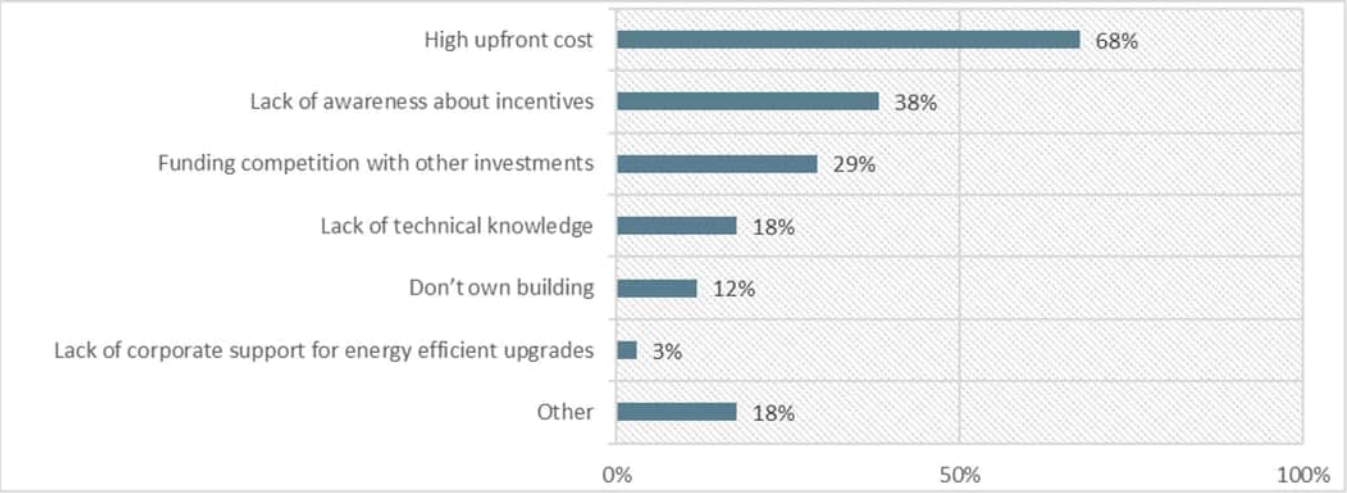
Nearly 6 in 10 nonparticipants would be interested in participating in Entergy's energy efficiency program.

FIGURE 2-17 INTEREST IN PARTICIPATING IN ENTERGY'S ENERGY EFFICIENCY PROGRAM FOR YOUR BUSINESS (N=34)



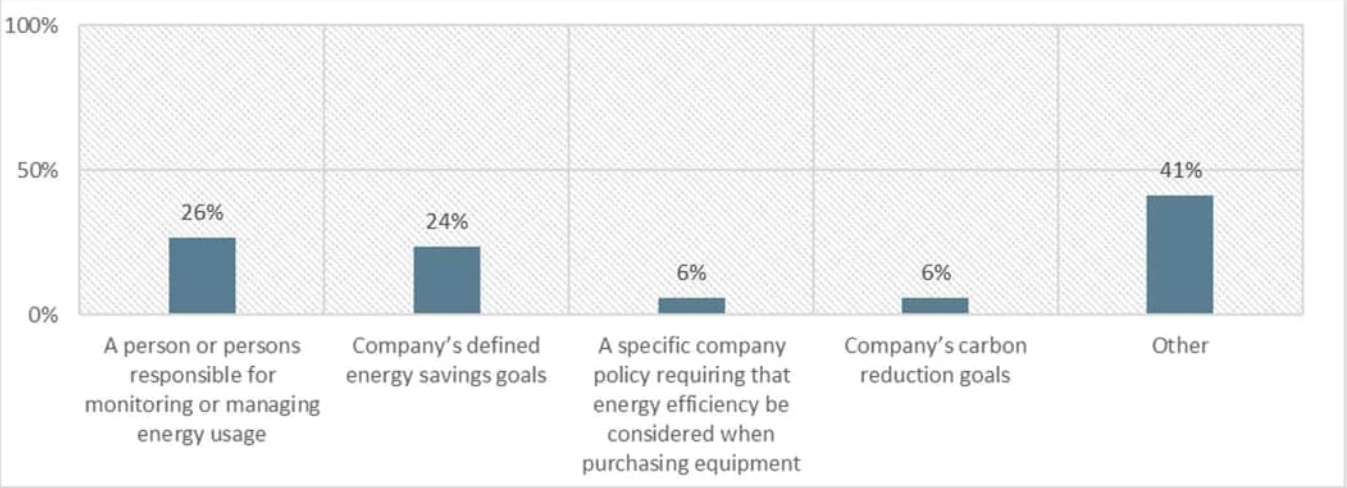
The largest barrier to participating in the Entergy program is high upfront costs. Four of ten aren't aware of incentives which makes it difficult for them to commit to participating.

FIGURE 2-18 POTENTIAL BARRIERS TO PARTICIPATING IN ENTERGY NEW ORLEANS PROGRAMS FOR YOUR BUSINESS (N=34)



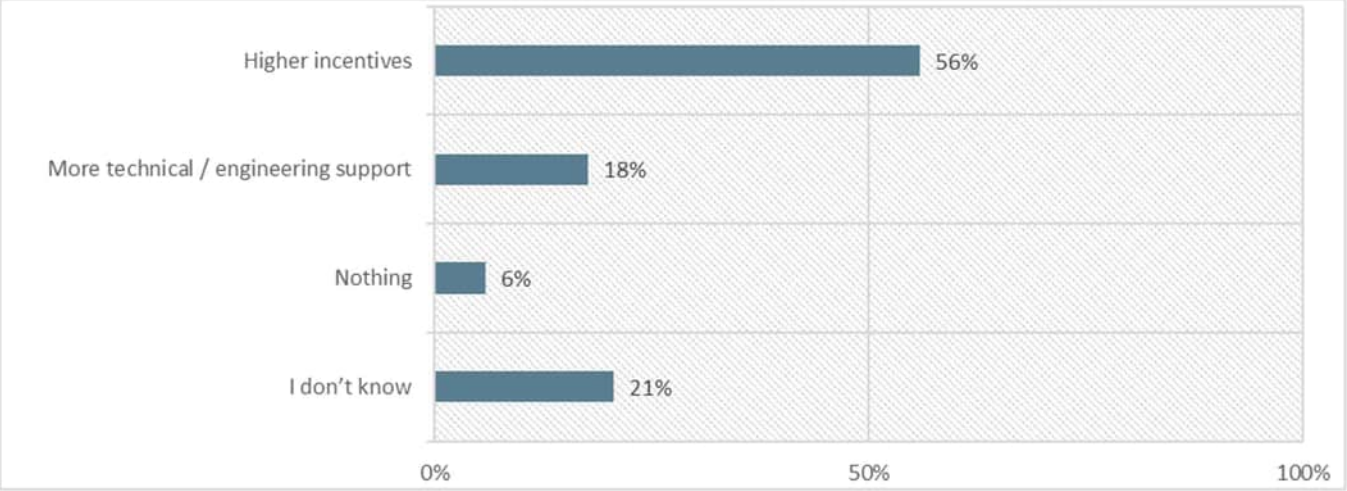
Most decisions are made about energy efficiency equipment through the company's person(s) responsible for monitoring energy usage; and in accordance with the company's defined energy savings goals.

FIGURE 2-19 PEOPLE AND POLICIES INVOLVED IN DECIDING TO INSTALL NEW ENERGY EFFICIENT EQUIPMENT FOR YOUR BUSINESS (N=34)



Companies are most interested in incentives that help to offset the cost of investing in energy-efficient equipment.

FIGURE 2-20 MOST BENEFICIAL ACTIONS BY ENTERGY NEW ORLEANS TO HELP ORGANIZATIONS OVERCOME CHALLENGES IN INVESTING IN ENERGY EFFICIENT EQUIPMENT (N=34)



Respondents' preferred method of receiving updates on Energy Smart offerings and opportunities.

TABLE 2-15 PREFERRED METHODS FOR RECEIVING UPDATES ON THE ENERGY SMART COMMERCIAL PROGRAM OFFERINGS AND OPPORTUNITIES (N=34)

Method	(n = 34)
Email	79%
Mailer or bill insert	9%
In-person visit	6%

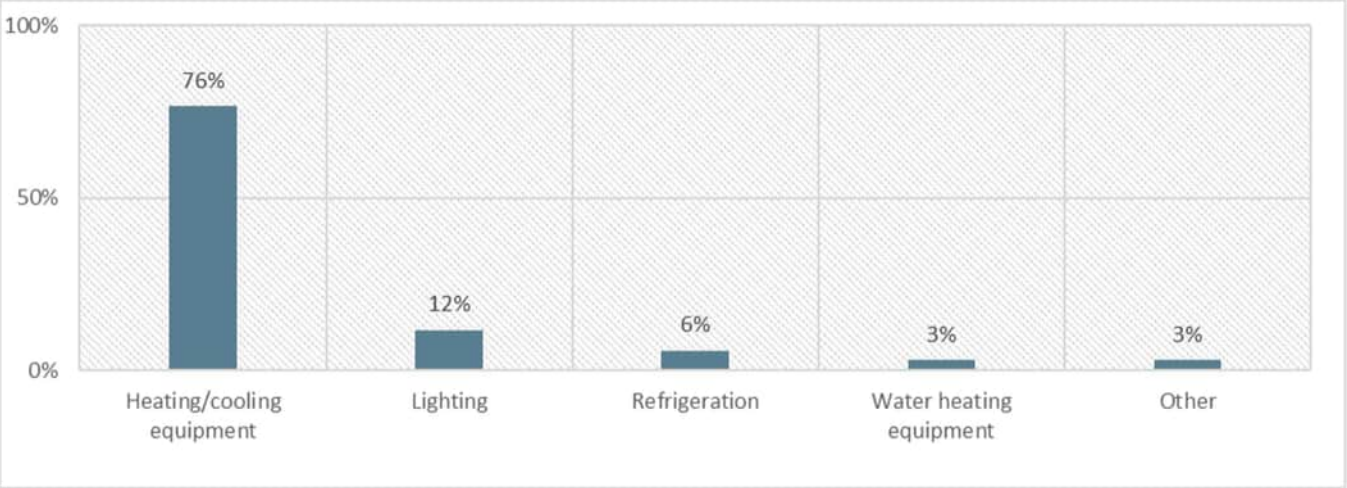
Phone call	3%
Other	5%

Some suggestions that respondents believe could encourage more participation in the program are simplifying and providing clearer guidance on how to reduce power usage with specific appliance recommendations, offering higher incentives, making the application process easier, and ensuring replacement products are compatible with existing equipment.

2.1.3.2.3.4 End Uses

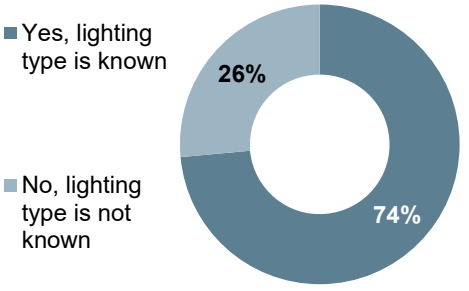
Heating and cooling equipment are by far the largest uses of energy in buildings. Lighting and refrigeration are smaller but not insignificant users of energy.

FIGURE 2-21 LARGEST ENERGY CONSUMER IN THE BUILDING (N=34)



Nine in ten have air conditioning in their facility, the majority of which are central A/C systems. Smaller numbers have a mini-split, heat pump or wall/window unit.

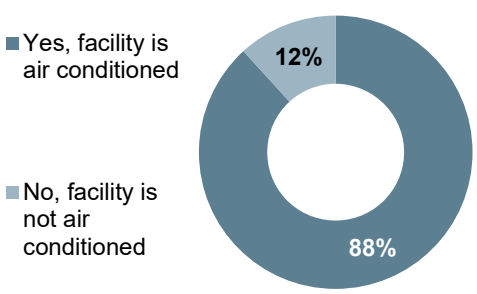
FIGURE 2-22 TYPES OF LIGHTING INSTALLED IN YOUR FACILITY (N=34)



Type of Lighting Installed in Facility	(n=25)
LED	68%
Fluorescent	16%
CFL bulbs or fluorescent tubes	16%

Nine in ten have air conditioning in their facility, the majority of which are central A/C systems. Smaller numbers have a mini-split, heat pump or wall/window unit.

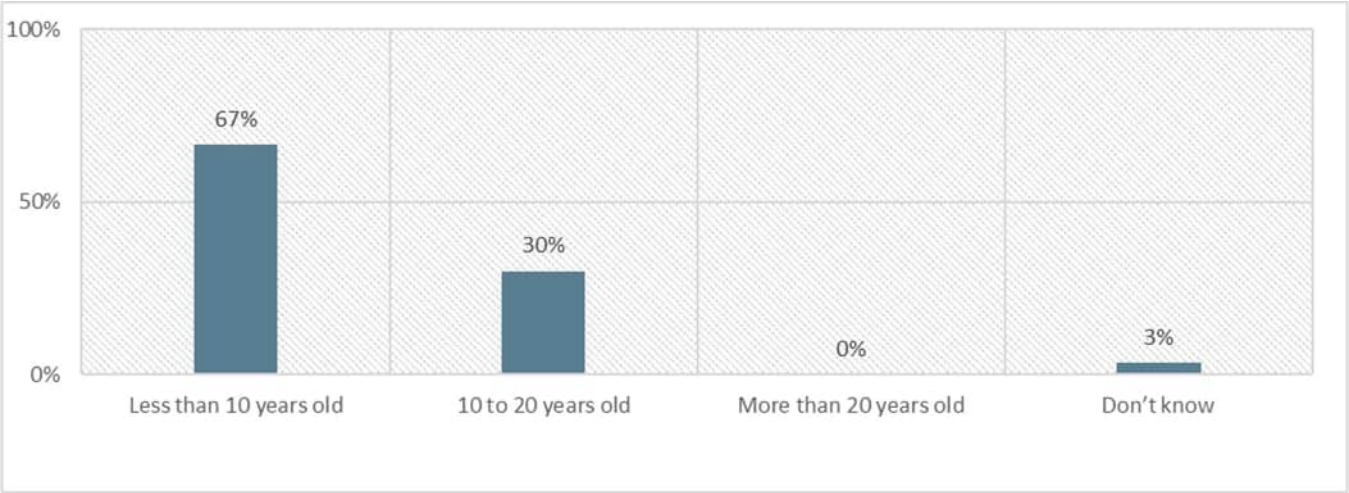
FIGURE 2-23 AIR CONDITIONING STATUS AND TYPE OF A/C IN YOUR FACILITY (N=34)



Type of A/C Installed in Facility	(n=30)
Central A/C	83%
Mini-split	10%
Heat Pump	3%
Wall or window mounted A/C unit	3%

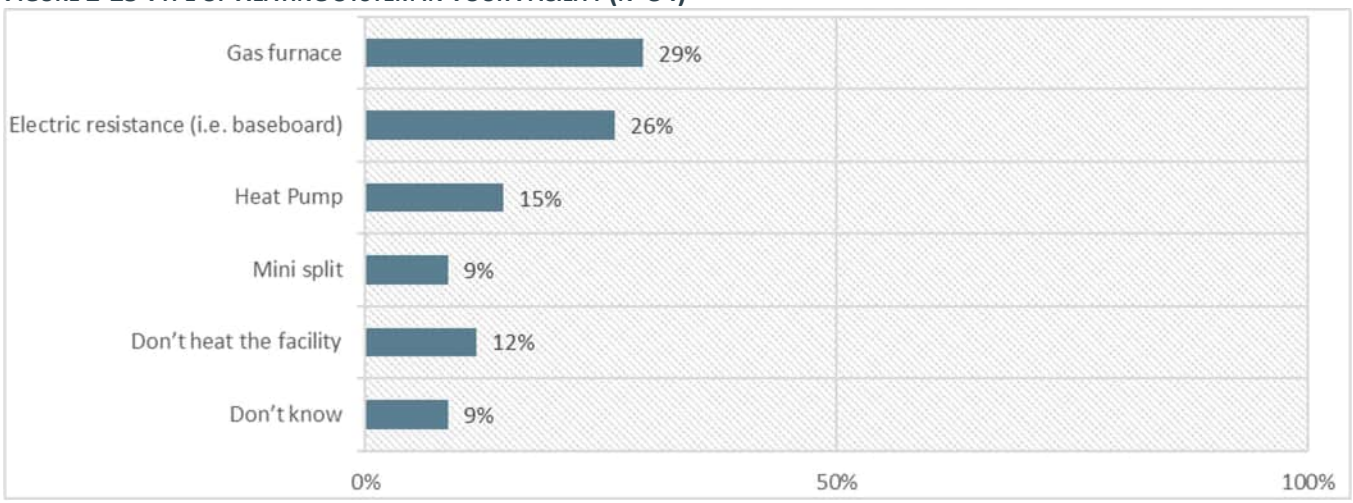
Two-thirds of air conditioning systems are less than 10 years old, and the remainder are less than 20 years old.

FIGURE 2-24 AGE OF THE AIR CONDITIONING SYSTEM (N=30)



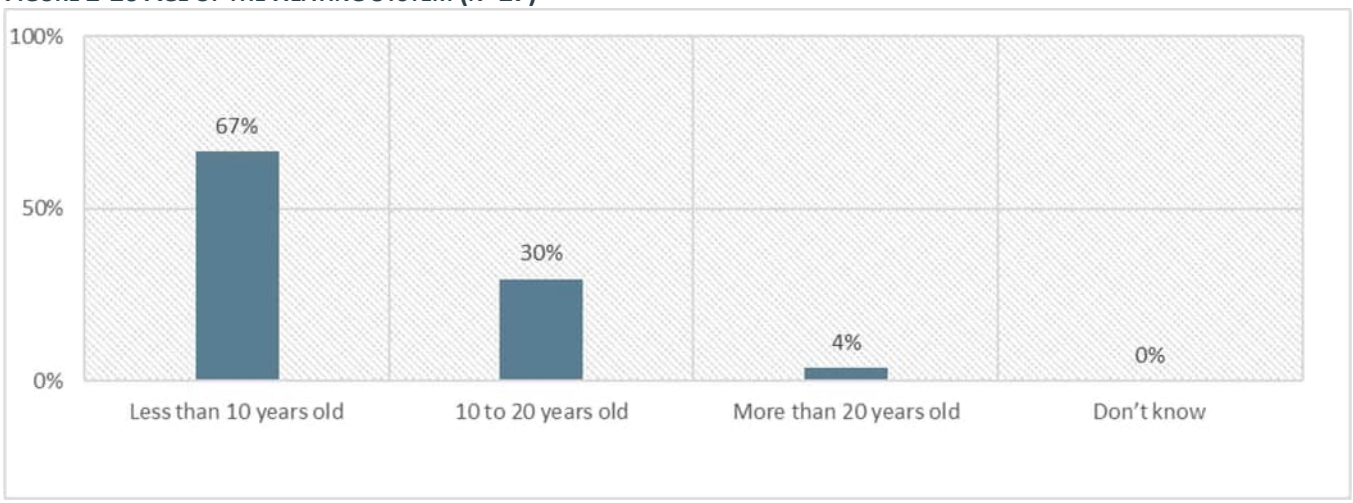
The two most common heating systems installed in facilities are gas furnaces and electric resistance. Smaller numbers use heat pumps or mini splits.

FIGURE 2-25 TYPE OF HEATING SYSTEM IN YOUR FACILITY (N=34)



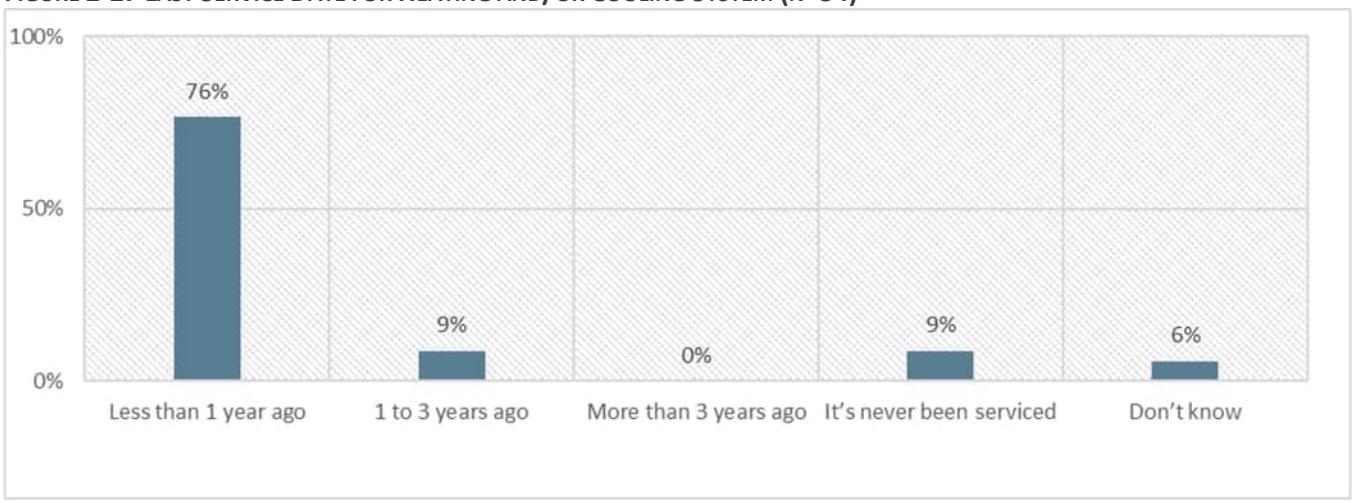
Two-thirds of heating systems are less than 10 years old; nearly all the rest are less than 20 years old.

FIGURE 2-26 AGE OF THE HEATING SYSTEM (N=27)



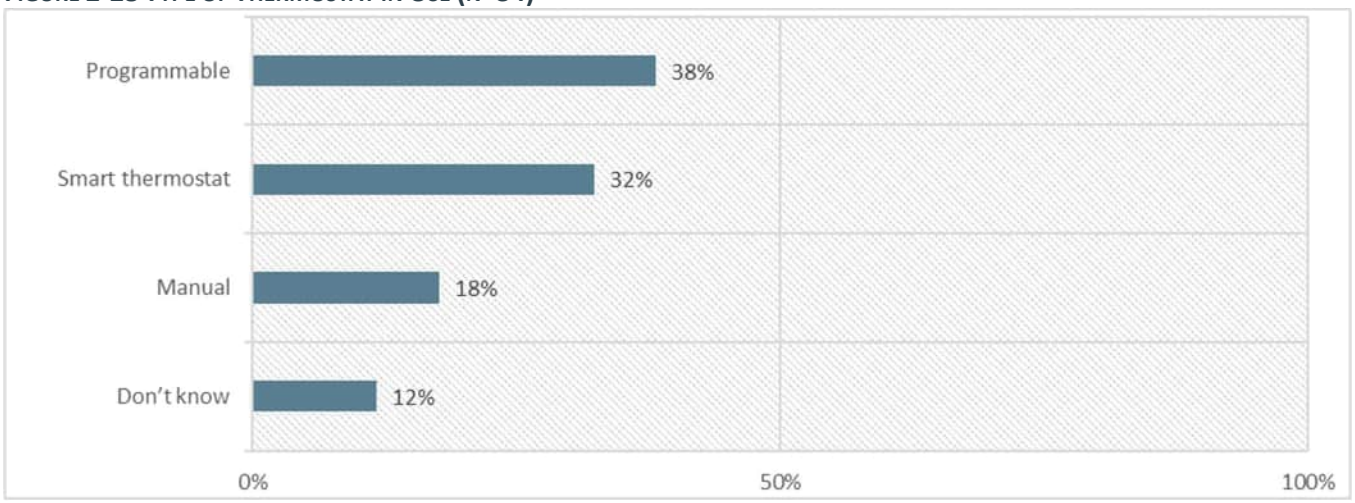
Most (76%) have had their heating and cooling systems serviced within the past year, and another 9% have had them serviced between 1 and 3 years ago.

FIGURE 2-27 LAST SERVICE DATE FOR HEATING AND/OR COOLING SYSTEM (N=34)



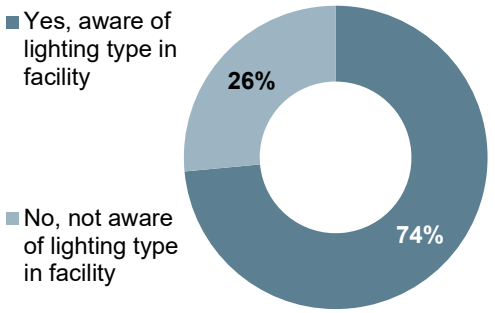
The most common type of thermostat used is a programmable one (38%) followed by a smart thermostat (32%).

FIGURE 2-28 TYPE OF THERMOSTAT IN USE (N=34)



Three quarters of respondents know the type of lighting in their facilities, the majority of which is LED lighting (68%). Smaller percentages have fluorescent and CFL bulbs or fluorescent tubes.

FIGURE 2-29 AWARENESS AND TYPE OF LIGHTING INSTALLED (N=34)



Type of Lighting Installed	(n=25)
LED	68%
Fluorescent	16%
CFL bulbs or fluorescent tubes	16%

2.1.3.2.3.5 Firmographics

The following table presents nonparticipant firmographics.

TABLE 2-16 COMMERCIAL NONPARTICIPANT FIRMOGRAPHICS

Characteristic	
Rented or Owned Property	
Owned and Occupied	59%
Rented	29%
Owned, But Rented to Someone Else	6%
Not Sure / Prefer not to state	6%
Property Type	
Company's only location	53%
One of several locations owned by company	26%
The headquarter location of a company with several locations	15%
Don't know / Prefer not to state	6%
How Organization is Billed for Electricity at Property	
Billed directly by ENTERGY New Orleans	100%
Electricity bill handled by another part of our company or a third-party service	--
Cost for electricity is included in rent / lease	--
Don't know / Prefer not to state	--
Property Type	
Restaurant (not fast food)	18%
Small office	15%
Retail	9%
Industrial/manufacturing	6%
Warehouse or distribution center	6%

College or university	3%
School K-12	3%
Large office	3%
Real Estate / Property Management	12%
Church	9%
Other	6%
Don't know / Prefer not to state	12%

2.1.3.3 HPwES Findings and Recommendations

Key Findings:

- Expanded Eligibility and Deeper Savings: The program now includes multifamily buildings with four or fewer units to better serve New Orleans' unique housing stock. Trade allies are performing more comprehensive upgrades, increasing per-home savings.
- Evolving Measure Offerings: Due to EISA regulations, LED savings will phase out by 2025. Staff are considering whether to continue offering non-lighting measures, such as faucet aerators and showerheads, in kits.
- Trade Ally-Driven Participation: The program relies heavily on trade allies for customer recruitment and project implementation. Staff enhanced the trade ally navigator tool in PY14 to streamline participation.
- Customer Awareness and Motivation: Nearly half of participants heard about the program through email, but word-of-mouth referrals have become an increasingly significant driver of participation. Most participants joined to save money on their utility bills, but only two in five were satisfied with their actual savings.
- Impact of Major Measure Improvements: Customers who received air sealing, duct sealing, and insulation upgrades reported energy efficiency improvements, with most stating they would not have completed these upgrades without the program. Cost remains a primary barrier to completing all recommended measures.

Recommendations:

- Strengthen Trade Ally Recruitment and Support: Given trade allies' central role, staff could expand recruitment efforts and provide additional training or incentives to encourage consistent participation and quality upgrades. The benchmarking research on utility trade ally programs provides information on different approaches utilities have used to engage and manage trade allies.
- Refine Measure Offerings for Lead Generation: Since past lighting kits helped convert participants into other programs, staff could explore alternative lead generation methods, such as targeted outreach to previous kit recipients or bundling efficiency measures with other residential offerings.
- Improve Customer Communication on Cost Savings: Since most participants are motivated by bill savings, but only a third are satisfied with realized savings, consider providing clearer expectations and guidance on long-term savings potential. Implement follow-up engagement, such as personalized energy reports or online tools to help customers track and understand their savings over time.

- Expand Outreach Strategies: With word-of-mouth becoming a significant driver of participation, staff could leverage referral incentives, testimonials, and community-based outreach efforts to attract new customers. Partnering with local organizations and neighborhood groups could further enhance program awareness.

2.1.3.4 IQW Findings and Recommendations

Key Findings:

- Comprehensive Energy Savings Approach: The IQW program provides home assessments and direct installation of energy efficiency measures, followed by deeper upgrades through trade allies. It aims to educate low-income customers on energy usage while offering upgrades at low or no cost.
- Community Partnerships for Outreach: To increase participation, staff have collaborated with community organizations such as Vietnamese Initiatives, AmeriHealth, Public Community Action, and Thrive to promote the program and connect with eligible residents. Word-of-mouth has proven to be a strong recruitment tool, with many participants learning about the program from friends and family members.
- Customer Satisfaction and Savings Expectations: Nearly all participants joined to reduce their utility bills, yet fewer than half expressed satisfaction with the actual savings realized.
- Effectiveness of Home Energy Assessments: Most participants found scheduling an assessment easy and useful for identifying potential energy savings.

Recommendations:

- Expand Community-Based Outreach: If participation growth is a priority, staff could explore additional partnerships with trusted local organizations, including faith-based groups, housing authorities, and neighborhood associations, to further increase program visibility.
- Optimize Trade Ally Coordination: To enhance program effectiveness, staff could consider streamlining communication between assessment teams and trade allies, ensuring seamless follow-through on deeper energy efficiency upgrades. Providing clearer handoffs and tracking mechanisms may improve project completion rates.
- Improve Clarity on Cost Savings Expectations: Given that cost savings are a primary motivation but satisfaction with actual savings is lower, staff should set clearer expectations in customer communications. Providing data-driven estimates or post-installation follow-ups could help manage customer expectations and reinforce long-term energy-saving behaviors.

2.1.3.5 RLA Findings and Recommendations

Key Findings:

- Program Shift Due to Regulatory Changes: With new EISA regulations limiting reliance on lighting measures, staff pivoted program focus in PY14 to emphasize air purifiers and smart thermostats as lower-cost, lower-commitment entry points to broader energy efficiency upgrades.

- Enhanced Online Marketplace: A website refresh at the end of PY13 improved functionality and integration with marketing efforts, including prompts for smart thermostat buyers to enroll in the BYOT program.
- Targeted Lighting Promotions: While general lighting incentives have been reduced, staff continue to promote them in low-income neighborhoods and specific retailers, such as dollar stores and restores, where savings are still applicable.

Recommendations:

- Strengthen Customer Engagement for New Measures: If increasing participation in air purifiers and smart thermostats is a priority, staff could explore targeted outreach strategies, such as personalized email campaigns to past program participants or bundling incentives with other efficiency offerings.
- Leverage Online Marketplace Improvements: To maximize the impact of the website refresh, staff could assess user behavior and refine promotional strategies, such as highlighting product comparisons or customer testimonials to encourage purchases and program participation.
- Refine Incentive Strategies: Given the varying influence of rebates on different products, staff could focus higher rebates on items like dehumidifiers and pool pumps, where rebates strongly impact purchase decisions. For less rebate-sensitive items like smart thermostats, additional engagement strategies, such as annual energy savings incentives, could maintain interest and participation.

2.1.3.6 MF Solutions Findings and Recommendations

Key Findings:

- High Satisfaction: The interviewed property manager reported a smooth installation process, clear communication, and noticeable energy savings for residents.
- Minimal Challenges: No major issues were identified, though some older residents struggled with using smart thermostats.

Recommendations:

- Improve Smart Thermostat Support: If resident usability remains a concern, staff could provide instructional pamphlets or brief training sessions to help residents better understand and operate their smart thermostats.
- Address Resident Needs: To ensure all residents fully benefit from energy-efficient upgrades, staff may consider periodic follow-ups or optional educational materials tailored for different resident groups.

2.1.3.7 A/C Solutions Findings and Recommendations

Key Findings:

- Trade Ally-Driven Model: Staff emphasized that AC Solutions operates entirely through trade allies, with program staff primarily facilitating connections between Home Performance with ENERGY STAR (HPwES) customers and qualified HVAC contractors. Unlike other residential programs, trade allies handle customer outreach and deduct incentives directly from customer invoices.

- Program Enhancements: In PY14, staff streamlined the trade ally application process, aiming to make participation easier. Direct-to-customer marketing, including bill inserts, emails, postcards, and social media advertisements, remained part of the outreach strategy.
- Increased Consumer Awareness: Word-of-mouth referrals and direct email campaigns remain the top sources of program awareness. Many participants reported that they learned about AC Solutions through Entergy communications or recommendations from friends and family.

Recommendations:

- Expand Trade Ally Engagement: If increasing participation is a priority, staff could explore additional trade ally recruitment strategies, such as targeted outreach to HVAC contractors not currently in the program or offering periodic program refresher sessions to ensure engagement remains high.
- Enhance Customer Outreach & Education: If increasing customer participation remains a priority, staff could further integrate AC Solutions within HPwES assessments by ensuring HVAC efficiency recommendations are clearly highlighted in assessment reports. Additional outreach, such as targeted email campaigns to past HPwES participants with aging HVAC systems, could help drive engagement.
- Improve Customer Communication on Cost Savings: Providing clearer expectations on expected savings and offering post-installation check-ins could enhance customer satisfaction. Case studies and testimonials from satisfied participants could further bolster trust in the program.

2.1.3.8 SK&E Findings and Recommendations

Key Findings:

- Program Reach and Engagement: In PY14, the National Children's Theater implemented the School Kits Program for a second year, distributing 4,100 kits across 21 public and charter schools in Entergy New Orleans' service territory. Staff reported that the theatrical performances were well-received, fostering student and teacher engagement in energy efficiency education.
- High Satisfaction: Teacher survey responses were very positive. Educators rated the program's educational value at an average of 6.3 out of 7, with every teacher indicating a willingness to participate again and recommending the program to colleagues. They noted that students especially enjoyed the interactive presentation. Student survey results were similarly encouraging, with an average satisfaction score of 4.4 on a 5-point scale. Within the kit components, lightbulbs received the highest satisfaction rating (4.1), whereas weatherstripping was rated the lowest (3.7).
- Survey Improvements and Installation Trends: Separating surveys from kits and incentivizing teachers led to a higher response rate. Staff noted that weatherstripping and LEDs were the most commonly installed items, while other measures saw lower adoption.

Recommendations:

- Expand School Recruitment Strategies: If increasing school participation remains a priority, staff could strengthen direct outreach by leveraging district partnerships, encouraging past participants to refer other schools, and expanding digital engagement with success stories and program impact data. Schools may also respond well to early sign-ups and flexible scheduling options to accommodate academic calendars.

- Address Savings Limitations: Since LEDs no longer contribute to savings under EISA regulations, staff should consider identifying alternative cost-effective measures that align with program goals. One promising option is the integration of Advanced Power Strips (APS) into the kit offering. These units could either supplement the current kit or replace the LED lamps as the impacts of EISA policy become more pronounced following the July 1st, 2023 enforcement. Evaluators have observed successful implementation of APS in similar programs. Additionally, incorporating enhanced classroom engagement strategies—such as interactive lesson plans or hands-on student activities—could further encourage broader installation of kit items.

2.1.3.9 AR&R Findings and Recommendations

Key Findings:

- Program Success & Improvements: Staff reported that the transition to Legacy in PY14 improved program operations, particularly in customer support and qualification clarity. They noted that these changes contributed to the program successfully meeting its recycling and replacement goals.
- Marketing Impact: Expanded outreach, including targeted emails and a Google search campaign, successfully increased participation, particularly in the recycling component.
- Ongoing Challenges: Customers continue attempting to replace non-functional units, and some appliances are taken by others before collection teams arrive. Expanding eligibility to additional appliances, such as window air conditioning units, was considered but found to be cost-prohibitive.

Recommendations:

- Reduce Premature Appliance Removal: If appliances are being taken before scheduled pickup, staff could consider strategies such as instructing participants to store items indoors or in a secure location until collection time. Providing stickers or signage that clearly indicate "Scheduled for Recycling—Do Not Remove" could also help deter unauthorized removal.
- Sustain Outreach Efforts: To maintain engagement, staff could continue targeted marketing efforts, leveraging data from past participation trends to refine messaging and reach potential new participants effectively. If desired, additional outreach strategies, such as community-based promotions or utility bill inserts, could further expand program awareness.

2.1.3.10 Behavioral Findings and Recommendations

Key Findings:

- Program Consolidation: Staff reported that in PY14, the Behavioral Program transitioned to a single cohort model, simplifying implementation by using non-participating neighbors as the comparison group.
- Shift in Engagement Approach: The program removed gamification and rewards, instead relying on informational emails and mailings. Staff also noted that switching from billing data to AMI data improved the ability to deliver targeted insights and personalized energy-saving recommendations.

2.1.3.11 EasyCool BYOT Findings and Recommendations

Key findings:

- Shift to Residential Focus: Staff noted that the program initially included small businesses but was refocused on residential customers due to low participation in the business sector. Most enrollments occur through smart thermostat brands rather than Entergy New Orleans marketing.
- Enrollment and Energy Savings Trends: Staff reported that while the program aims for 2,000 new customers, enrollment has slowed over time, a trend typical for similar programs. Energy savings vary by event frequency, with higher savings at the start of events, gradually declining as some participants opt out.

Recommendations:

- Sustain Enrollment Efforts: If increasing participation remains a priority, staff could explore ways to enhance direct outreach beyond smart thermostat brand marketing. This could include targeted emails to eligible customers, incentives for referring new participants, or integrating enrollment prompts into other Entergy New Orleans customer interactions, such as bill inserts or online account dashboards.
- Optimize Event Engagement: If reducing opt-outs is a concern, staff could explore refining pre-cooling strategies, such as increasing the pre-cool period for homes with higher cooling demands. Additionally, offering a tiered incentive structure—where customers who participate in a higher percentage of events receive an additional bonus—may encourage more consistent engagement.

2.1.3.12 PTR Pilot Findings and Recommendations

The following summarizes the key findings and conclusions from the PY14 evaluation.

- The PTR pilot achieved 128% of its *ex-post* demand reduction (kW) target.
- The PTR pilot was fully subscribed in PY14.
- 5% of BYOT participants listed in the tracking data were missing AMI data and assumed inactive accounts. The Evaluators found that 95% of participants had AMI data during the evaluation period. The remaining were missing from the project data provided to the Evaluators. The likely explanation is that customers missing AMI data were inactive accounts.
- 18% of PTR participants had cross participation with the EasyCool BYOT program. The Evaluators adjusted ex-post savings for cross participants with the EasyCool BYOT program.
- Demand response event start, and end times were the same for customers with cross participation. The Evaluators provided this as a recommendation in PY13 and this may have helped ensure more accurate baselines could be utilized, which may have contributed to higher per participant savings (0.26 kW in PY14 versus 0.08 kW in PY13).
- Demand response events began and ended on the hour. This ensured that savings impacts could be accurately measured with hourly AMI interval data and was a key recommendation by the Evaluators in PY13.

- Interval AMI data was aggregated to hourly based on the hour ending datetime. This was a key recommendation by the Evaluators in PY13 and ensured that savings impacts could be accurately estimated for each event.
- Program Growth & Customer Engagement: Staff reported enrollment nearly doubled from PY13 to PY14, reaching 5,000 customers. However, because participation is not automated, many customers forget to shift their energy use, leading to inconsistent engagement and missed incentives. Survey results showed that while 81% of participants modified their behaviors during events.
- Limited Control & Feedback: Staff noted that Entergy does not have time-based variable rates, and implementers receive only monthly AMI data, making it difficult to provide real-time feedback and encourage additional savings. Survey respondents also cited practical barriers, such as already reducing energy use as much as possible (22.1%) and having people or pets at home limiting further adjustments (16.9%).
- Awareness Gaps & Communication Shortcomings: Although respondents rated the program materials as useful, their overall understanding of the program remained limited. Among those who received materials before enrolling, 71.2% found them very useful or extremely useful, and 79.7% of those who received materials after enrollment rated them similarly. However, only 44.7% of respondents reported having a very good or complete understanding of the program before enrolling, with this figure increasing modestly to 57.8% after enrollment. This indicates a need for more comprehensive and effective communication to ensure deeper understanding and engagement with program details and expectations.

Recommendations

All the recommendations from PY13 were adopted by ENO in PY14 and greatly improved the accuracy of savings estimates for the program. The Evaluators continue to offer the same recommendations provided in PY13 to ensure continuity in future program years.

- Demand response event start, and end times should be the same for customers with cross participation (e.g., customers participating in both BYOT and PTR) to accurately measure savings impacts. The offset adjustment hour used in some baseline models is adversely impacted (i.e., pushed further from the event time) if events in one program begin prior to events in another program. This is especially true for the BYOT program which has pre-cooling that already pushes the offset adjustment hour back one hour. Furthermore, because reductions during events are often higher at the start of events, adjusting reductions for interactive effects from cross participation is hampered because cross participants are being measured during different time intervals than participants without dual enrollments. In addition, if an event ends earlier for one program and later for another program, the snapback from the first program will impact the ability to measure savings in the other program during hours when snapback overlaps with the ongoing event.

- Demand response events should begin and end on the hour if hourly interval AMI data is provided. If demand response events are called on the half hour, then 30-minute interval data should be provided, with an interval measuring usage aggregated at the end of the interval (e.g., 4:30 PM represents usage from 4 PM to 4:30 PM). This will ensure that the complete duration of the event can be used for measuring reductions.
- Interval AMI data should be aggregated to hourly based on the hour ending datetime and should not aggregate usage across more than one hour. For example, a datetime ending at 4 PM should represent usage from 3 PM to 4 PM and not usage from 4 PM to 5 PM, or 3:45 PM to 4:45 PM.
- Implementers of demand response programs with cross participants should consider the number of demand response events that are called across all programs in that sector (e.g., residential DR programs). If too many events are called in future program years, this will adversely impact the number of proxy days available for testing baseline models. The Evaluators typically utilize 8 proxy days for residential programs. One way to minimize this potential problem is to ensure that events for residential DR programs are called on the same dates.
- Utilize the MISO WSA baseline model to estimate kWh savings for customers and for defining saver types to avoid underestimating program impacts.

The recommendations from the PY14 survey findings are as follows:

- Refine Program Messaging & Educational Materials: Enhance clarity around load-shifting strategies using plain language and instructional videos. Clearly explain key actions (such as pre-cooling or scheduling appliances) and the methods behind rebate calculations to build trust and understanding. Communicating these materials at the beginning of the peak period season will help to remind participants. Email communications could also be sent at relatively low cost that present reminders of strategies participants can use.
- Enhance Awareness Through Multi-Channel Outreach: Given limited recall of pre-enrollment materials, explore additional communication methods, such as text message reminders or app notifications, to reinforce program expectations. Messages timed closer to enrollment and initial events may improve understanding and engagement.

2.1.3.13 Residential Battery Pilot Findings and Recommendations

Key Findings:

- Achievement of Demand Reduction Target: The program did not have an *ex post* demand reduction target in PY14.
- Program Subscription: In the second year of the pilot, Tesla and EnPhase batteries were added to eligible equipment, which has allowed for program growth and increased customer engagement. The number of participants increased from 17 in PY13 to 78 in PY14. However, due to approval and contract delays, no demand response events occurred in 2024. Full implementation is planned for 2025.

- AMI Data: The Evaluators utilized Channel 2 AMI data containing kW delivered and kW received from the perspective of ENO, which allows for the calculation of net usage that incorporates exports to the grid (e.g., from solar and battery) and usage values imported from the grid.
- Feasibility Assessment & Enrollment Goals: The pilot aims to assess the viability of interconnected residential batteries for demand response. The 2025 enrollment goal is 100 customers, though staff anticipate 50 may be more realistic given the program's early stage.

The Evaluators have the following recommendations after completing the PY14 evaluation.

- AMI Data: ENO should provide Channel 2 AMI data containing kW delivered and kW received from the perspective of ENO for each participant, which allows for the calculation of net usage that incorporates exports to the grid (e.g., from solar and battery) and usage values imported from the grid. AMI data utilized for other EE and DR programs does not include usage discharged to the grid and cannot be used for the impact evaluation of the BESS program.
- Alignment of Demand Response Event Times: It is recommended to synchronize the start and end times of demand response events for customers participating in multiple programs (e.g., BYOT and PTR). Misalignment of event times can distort the accuracy of savings measurements, particularly impacting baseline models. For instance, if events in one program begin prior to events in another program, it can push the offset adjustment hour further from the event time, complicating measurements of interactive effects from cross participation. Additionally, discrepancies in event end times across programs can impede the measurement of savings during overlapping periods.
- Standardization of Event Timing: Demand response events should ideally commence and conclude on the hour, especially when hourly interval AMI data is available. If events are called on the half hour, 30-minute interval data should be provided to ensure precise measurement of reductions. This standardization facilitates the comprehensive utilization of event durations for accurately assessing energy savings.
- Consideration of DR Event Frequency: Implementers of demand response programs with cross participants should monitor the frequency of demand response events across all programs within a sector (e.g., residential DR programs). Excessive event scheduling can reduce the availability of proxy days for testing baseline models, impacting the accuracy of savings estimation. To mitigate this issue, events for residential DR programs should be scheduled on the same dates to optimize the use of proxy days.
- Utilization of MISO SMA Baseline Model: It is recommended to utilize the MISO SMA baseline model for estimating energy savings and defining saver types. This model helps avoid underestimating program impacts by providing robust estimates of energy savings for customers. Leveraging this baseline model enhances the accuracy of savings calculations and ensures a comprehensive evaluation of program effectiveness.

- Optimize Outreach & Enrollment Strategies: Since participation may be lower than the 100-customer goal, targeted outreach to existing battery owners—through installation partners, solar advocacy groups, or tailored marketing campaigns—could improve enrollment.
- Ensure Technical Readiness for 2025 Events: Ahead of full program launch, staff should work with implementation partners to validate remote battery control capabilities, ensure customer communication channels are in place for event participation, and address any potential integration challenges.

2.1.3.14 EV Charging Pilot Findings and Recommendations

Key Findings:

- Performance of EV Pilot: The EV Pilot attained 9% of its ex-post demand reduction (kW) target.
- Creation of Matched Control Group: The Evaluators successfully established a matched control group for the baseline counterfactual, enhancing the accuracy of the evaluation.
- Statistically Significant Peak kW Reductions: The EV Pilot demonstrated statistically significant peak kW reductions, achieving an average reduction of 0.41 kW per participant.
- Target Achievement Projection: To meet the demand reduction target of 530 kW, the program aims to enroll nearly 1,000 customers by the third year of the pilot. This projection underscores the necessity of scaling up customer enrollment to achieve program objectives.
- Enrollment Challenges & Market Uncertainty: The program did not meet its PY13 or PY14 enrollment goals. The implementation team suspects that there are fewer EV owners in the service territory than expected or that many do not use Level 2 chargers at home. They also noted that the limited frequency of data updates on newly eligible customers constrains their outreach efforts.
- Participant Satisfaction & Compliance: Enrolled customers generally follow charging schedules and receive the full incentive, suggesting that the program is effective for those who do participate. However, limited awareness and unclear enrollment barriers hinder broader adoption.

Recommendations:

- Hourly Aggregation of Interval AMI Data: Interval AMI data should undergo aggregation to hourly intervals based on the hour ending datetime. It is imperative that usage is not aggregated across more than one hour. For instance, data ending at 4 PM should exclusively represent usage from 3 PM to 4 PM, ensuring accurate measurement and analysis.
- Procurement of Potential Control Customers: For future program years, the procurement of potential control customers should follow the same methodology utilized in 2023 and 2023. This includes sourcing control customers from various channels such as Sagewell's EV Finder algorithm, individuals who enrolled after the program year commenced, and participants who initiated but did not complete the enrollment process. This approach ensures consistency and reliability in selecting control groups for evaluation purposes.

- Adjust Enrollment Targets for Realistic Growth: According to 2023 EIA data, there are an estimated 188,026 residential ENO customers, and based on 2023 U.S. Census American Community Survey data, the average New Orleans household has 1.7 vehicles. If 1% of all vehicles are EVs, this suggests there are approximately 3,196 EVs in the customer base, with around 1,880 residential customers likely owning at least one EV. A target of 350 enrollments per year would require enrolling 18.6% of all EV-owning customers annually, which is likely high given that not all EV owners will be aware of the program, willing to participate, or have the necessary charging setup at home. Additionally, participation in voluntary programs tends to grow gradually over time rather than achieving high enrollment immediately. Adjusting expectations to align with a more gradual adoption rate would help set achievable goals while ensuring steady program growth.
- Optimize Recruitment Messaging: Test variations of email and direct mail campaigns with different value propositions (e.g., cost savings, environmental impact) to see which messaging resonates most with potential participants before investing in larger marketing efforts.

2.1.3.15 Large C&I DR Findings and Recommendations

Key Findings:

- Utilization of Hourly Interval AMI Data: Throughout PY14, the evaluation capitalized on hourly interval AMI data across all sites, ensuring comprehensive data coverage for robust analysis and evaluation.
- Enrollment Goals and Performance: The program achieved 28% of the demand target in PY14.
- Recruitment Strategies: Program recruitment primarily relies on word-of-mouth referrals, underscoring the significance of personal recommendations and positive experiences in driving participation. Additionally, program marketing initiatives encompass a range of strategies, including the distribution of informative handouts, dissemination of program details through the official website, hosting of educational sessions such as lunch-n-learns, and active participation in industry presentations. Staff members acknowledge the paramount role played by word of mouth in recruitment efforts, highlighting its effectiveness in fostering program engagement and participation within the target audience.
- Stable Program Operations & Recruitment Challenges: The Large C&I DR program remained largely unchanged in PY14, with ongoing participant recruitment and engagement efforts. While 23 customers were enrolled, staff turnover within participating companies and the challenges of older building infrastructure were identified as barriers to participation.
- Automated Demand Response & Minimal Comfort Impact: The program operates automatically once customers are enrolled, with most participants not experiencing noticeable comfort disruptions. Staff emphasize that this is a load-shifting program, not an energy savings program, and encourage participants to use pre-cooling strategies before events.

Recommendations:

- Strengthen Collaborative Partnerships: It is recommended that the program continues to foster relationships with other C&I programs. Leveraging partnerships with other C&I initiatives can serve as an

effective strategy for identifying and recruiting potential customers interested in participating in the demand response program. Collaborative efforts can enhance outreach and engagement efforts, ultimately expanding the program's reach and impact within the C&I sector.

- Conduct Educational Workshops: Consider organizing educational workshops focused on demand response for both prospective and current customers. Many customers face challenges in comprehending incentive structures and program mechanics related to demand response initiatives. Therefore, conducting educational workshops can address these knowledge gaps and provide customers with valuable insights into baseline measurement methodologies, the overall EM&V process, and the estimation of potential benefits. By enhancing customer understanding, these workshops can contribute to improved retention rates, particularly for key accounts that contribute significantly to kW reductions.
- Implement Cross-Promotion Strategies: Explore opportunities to cross-promote the Large C&I Demand Response program with relevant projects under the Large C&I Solutions umbrella. Large C&I Solutions initiatives often involve customer engagements centered on building commissioning or the deployment of building automation systems (BAS). Capitalizing on these engagements presents an ideal scenario to advocate for the registration of BAS-covered systems for demand response load shedding rebates. By aligning incentives and highlighting the synergies between demand response and BAS implementation, businesses can be incentivized to actively participate in demand response activities, thus furthering energy efficiency objectives and maximizing program impact.
- Strengthen Customer Retention Strategies: Given the impact of staff turnover at participating companies, develop materials tailored for new facility managers or sustainability officers to ensure continuity in program participation.
- Expand Targeted Outreach: Identify industries or business types with higher flexibility for load shifting and tailor recruitment efforts, such as direct outreach to large facilities with existing energy management systems

2.1.3.16 Small Commercial Solutions Findings and Recommendations

Key Findings:

- Increased Incentives & Proactive Outreach: In response to historically low participation, program staff raised incentive amounts in PY14 and shifted to a more direct marketing approach. Instead of waiting for customer inquiries, staff proactively identified potential projects and engaged a core group of active trade allies to conduct assessments and sales pitches.
- Participation & Implementation Challenges: According to staff, inflation, supply chain disruptions, and limited upfront capital continue to hinder small business participation. Additionally, delays in program approval postponed the program launch and restricted participant recruitment. Trade allies cited administrative burdens, slow rebate payments, and frequent updates to calculation tools as barriers that make it difficult to provide accurate quotes and manage their workflow.

- Positive Customer & Trade Ally Experience: Small business participants valued the financial benefits, sustainability impact, and ease of engagement. Meanwhile, trade allies appreciated the program's ability to generate business and foster long-term customer relationships. However, participants reported difficulties finding available contractors and noted a lack of awareness about the program prior to enrollment.

Recommendations:

- Optimize Trade Ally Participation & Payment Processing: The program relies heavily on trade allies, but administrative complexity and delayed rebate payments can limit engagement. Streamlining paperwork requirements—particularly for smaller projects—could improve efficiency without compromising oversight. Additionally, ensuring that rebate processing times are competitive with industry standards could help retain engaged trade allies. While trade allies requested fewer changes to calculation tools, some updates are necessary. A balance should be struck between maintaining consistency and making adjustments that improve accuracy.
- Expand Prescriptive Measures: While trade allies suggested expanding prescriptive measures and increasing HVAC incentives, any program adjustments should be carefully evaluated to ensure they align with cost-effectiveness thresholds and regulatory requirements. If specific measures (such as HVAC upgrades) are found to have a strong cost-benefit ratio, increasing incentives or streamlining the approval process for these upgrades could be considered.
- Improve Contractor Availability & Trade Ally Directory Management: A shortage of available contractors was a recurring issue among participants. Periodic reviews and updates to the trade ally directory, as well as continued recruitment efforts, could help ensure that businesses can more easily access qualified contractors. Exploring additional mechanisms, such as incentives for trade allies to prioritize Small C&I projects, may also help alleviate delays.

2.1.3.17 Large C&I Solutions Findings and Recommendations

Key Findings:

- Financial Incentives & Ease of Participation: Businesses and trade allies reported high satisfaction with the program, particularly appreciating its financial benefits, straightforward rebate structure, and ease of implementation. Participants valued the ability to complete energy efficiency projects with significant cost savings.
- Challenges with Application Process & Program Awareness: While generally well-received, some businesses found the initial application process confusing and time-consuming. Additionally, both participants and trade allies noted limited program awareness, suggesting that more businesses might participate if they were better informed.
- Administrative & Implementation Barriers for Trade Allies: Trade allies cited frequent changes in calculation tools and rebate structures as a challenge in providing accurate quotes and maintaining consistency in project planning. The preapproval process, while necessary, was sometimes seen as slowing down implementation.

Recommendations:

- Simplify & Streamline the Application Process: Given that some businesses found the application process complex, providing additional guidance—such as clearer instructions, pre-filled forms, or direct application assistance—could reduce the burden on participants. A dedicated support representative or an online step-by-step guide could help businesses, especially smaller organizations, navigate the process more easily.
- Increase Program Awareness & Outreach Efforts: Limited program awareness was a recurring theme across both businesses and trade allies. Expanding outreach efforts through direct engagement, industry events, and customer education campaigns could help more businesses take advantage of the program. Leveraging trade allies as outreach partners may also enhance awareness and recruitment.
- Enhance Trade Ally Support & Predictability in Incentive Structures: Frequent updates to rebate calculations and program tools can create uncertainty for trade allies and customers. Evaluators recommend balancing necessary updates with stability, ensuring changes are communicated clearly and well in advance. Additionally, trade allies suggested increasing incentives for specific technologies like HVAC, which could be evaluated for feasibility based on program cost-effectiveness metrics.
- Improve Preapproval Process to Reduce Delays: While preapproval ensures project validity, some trade allies found it to be a barrier to timely implementation. Exploring ways to streamline or expedite the process—such as implementing a fast-track option for certain projects—could improve efficiency while maintaining necessary oversight.

2.1.3.18 C&I New Construction Findings and Recommendations

Key Findings:

- Strict Preapproval Timelines: Staff indicated that the program's strict preapproval requirements create challenges in developing a customer pipeline, as projects must be approved before construction begins.
- Difficulty Connecting with Developers: Staff noted ongoing struggles in engaging construction firms and developers, which limits program participation. The long lead times for new construction projects further complicate recruitment efforts.
- Minimal Burden on Trade Allies: The single interviewed trade ally reported that program participation requires minimal effort while offering tangible energy efficiency benefits for clients. The trade ally found the program beneficial for business growth, allowing them to differentiate themselves by helping clients maximize energy savings.

Recommendations:

- Refine Preapproval Process: If feasible, consider adjusting the preapproval process to allow more flexibility in project timelines. Staff cited this as a primary challenge, and minor adjustments (such as an extended approval window or conditional approvals) could improve participation without compromising oversight.
- Expand Outreach to Developers: Strengthening direct outreach efforts to construction firms and developers could help address engagement challenges. Strategies may include targeted industry

presentations, networking with architecture and engineering firms, or partnering with permitting offices to identify eligible projects earlier in the design phase.

- Evaluate Alternative Engagement Strategies: Given the difficulty in building a strong customer pipeline, program staff could explore alternative ways to encourage participation, such as offering technical assistance early in the project design process or providing case studies that highlight the program's benefits to developers.

2.1.3.19 PFI Findings and Recommendations

Key Findings:

- Declining Participation from Key Public Entities: Key government agencies, such as the City of New Orleans and the Sewerage and Water Board, are not engaging with the program despite having the resources for upgrades. Staff are unsure why participation has dropped.
- Limited Awareness of Upgrade Options: Some participants wanted more upfront information on how different upgrades would impact their facilities, such as lighting brightness changes in gyms and ballparks.
- Application Process Complexity: Participants cited the application process as time-consuming, particularly for organizations with limited staff.
- Partial Cost Coverage: Some institutions found the rebates insufficient to cover full project costs, making it difficult to justify upgrades.

Recommendations:

- Develop Pre-Project Comparison Tools for Upgrade-Impacts: Participants expressed concerns about the impact of upgrades on their facilities, such as how lighting retrofits might affect brightness levels in schools and recreational spaces. Providing clearer pre-project assessments, such as case studies, visual comparisons, or pre- and post-installation energy savings estimates, would help institutions make more informed decisions. Site visits to facilities that have undergone similar upgrades could also offer firsthand insights into expected outcomes. By improving transparency about upgrade impacts, the program can increase confidence in participation.
- Streamline and Support the Application Process: Given that multiple participants cited the complexity of the application process as a barrier, simplifying and providing more guidance could improve accessibility. Offering a more user-friendly online portal with pre-filled forms based on previous submissions, creating step-by-step application guides, and providing dedicated program liaisons for publicly funded institutions could ease the burden. Additionally, hosting technical assistance sessions where program staff walk applicants through paperwork could ensure that interested organizations complete the process successfully.
- Reassess Incentive Structures for High Need Institutions: To increase participation among schools and other publicly funded institutions with budget constraints, program staff should consider increasing incentives for select customer segments, and exploring partnerships with third-party funders or state energy efficiency grants to offset remaining project costs.

2.1.4 COST-EFFECTIVENESS EVALUATION FINDINGS

See Appendix B: Cost-Effectiveness Analysis of this report for additional information on the approach.

2.1.4.1 Results by Program

The results of the cost effectiveness analysis are in the table below.

TABLE 2-17 COST TEST RESULTS BY PROGRAM

Program	TRC	UCT	RIM	PCT	SCT
HPwES	1.57	1.53	0.41	4.90	2.02
RLA	0.46	0.42	0.20	2.79	0.52
MF Solutions	1.40	1.71	0.42	3.71	1.78
IQW	1.54	1.58	0.58	2.81	2.03
A/C Solutions	5.83	2.26	0.50	31.91	7.27
SK&E	0.94	0.94	0.28	6.59	1.07
AR&R	0.03	0.03	0.02	1.92	0.03
Behavioral	2.01	2.01	0.43	NA	2.01
EasyCool (BYOT)	0.92	0.67	0.67	0.00	0.92
PTR Pilot	0.59	0.41	0.41	NA	0.59
BESS Pilot	0.27	0.21	0.21	NA	0.27
Small C&I Solutions	0.51	0.87	0.28	1.95	0.62
Large C&I Solutions	1.18	1.36	0.32	4.84	1.43
PFI	0.64	1.05	0.29	2.55	0.79
C&I NC Solutions	0.16	0.05	0.04	7.23	0.17
Large C&I DR	9.05	1.31	1.27	NA	9.05
EV Charging Pilot	2.82	0.51	0.51	NA	2.82
Total	**1.12**	**1.23**	**0.36**	**4.10**	**1.37**

2.1.4.2 Avoided Replacement Cost

The Evaluators included an adjustment to incremental costs accounting for ARC associated with LED lamps.

TABLE 2-18 AVOIDED REPLACEMENT COST SUMMARY BY PROGRAM

Program	*Ex Post* Gross ARC ($)	*Ex Post* Net ARC ($)
HPwES	$0	$0
RLA	$0	$0
MF Solutions	$0	$0
IQW	$0	$0
A/C Solutions	$0	$0
SK&E	$0	$0
AR&R	$0	$0
Behavioral	$0	$0
EasyCool (BYOT)	$0	$0
PTR Pilot	$0	$0
BESS Pilot	$0	$0
Small C&I Solutions	$41,940	$40,196
Large C&I Solutions	$115,646	$112,366
PFI	$67,349	$62,587

C&I NC Solutions	$107,273	$73,203
Large C&I DR	$0	$0
EV Charging Pilot	$0	$0
Total	**$332,207**	**$288,352**

Sums may differ due to rounding.

The method used in the evaluation is described in Section 3.4.1.3.

3 EVALUATION METHODOLOGY

The general approach for calculation of verified energy savings (kWh) and demand reductions (kW) was to use the NO TRM V7.0. Further detail can be found in each program chapter for relevant measures. For demand response programs, the general approach for calculation of verified demand reductions (kW) was to use a Billing Data Analysis.

The gross impact evaluation effort included the following:

- Desk Reviews: The Evaluators utilized the NO TRM V7.0 values in assessing *ex post* gross energy savings (kWh) and demand reductions (kW). In addition to the TRM, the Evaluators also examined Excel workbooks and supplemental documentation used by implementation staff to assess savings by measure. The workbook utilizes TRM savings algorithms with trade ally inputs to calculate savings based on the measure and input parameters. The Evaluators verified the factor tables for each measure to ensure the values were appropriate.
- Data Tracking Review: Project data from the implementers was reviewed to ensure that tracking systems followed the TRM.
- Site Visits: Site visits were conducted on an as needed basis, where sites with higher uncertainties in project documentation were selected for on-site verification.
- Survey Analysis: Where applicable, results from participant survey results were utilized to determine in-service-rates and verification of savings parameters.
- Billing Data Analysis: Billing data analysis was performed for all DR programs and the Behavioral program. Billing analysis is effective when there is a large, relatively homogenous pool of participant customers implementing similar measures. The analysis compares consumption during DR events with baseline consumption. A Site-Specific Billing Data Analysis was used for the Large C&I DR program. The analysis compares consumption during DR events with baseline consumption on a site-specific basis.

This section details general evaluation methodologies by program-type as well as data collection methods applied to this evaluation and methods and activities used in the PY13 evaluation. This section will present full descriptions of gross savings estimation; net savings estimation; sampling methodologies; process evaluation methodologies; and data collection procedures.

3.1 Glossary of Terminology

As a foundational step in elucidating the evaluation methodologies, the Evaluators have provided an extensive glossary of terms:

- Baseline: The conditions, encompassing energy consumption, anticipated to occur in the absence of the subject energy efficiency activity. Baseline conditions are sometimes denoted as "business-as-usual" circumstances.
- Deemed Savings: An estimation of the energy or demand savings outcome (gross savings) for a single unit of an installed energy efficiency measure. This estimate is derived from widely accepted data sources and analytical methods and is applicable to the evaluated situation (e.g., assuming 284 kWh savings for a low-flow showerhead).

- Effective Useful Life (EUL): Also known as measure life, this term often denotes persistence. EUL offers an estimate of the duration of savings from a particular measure.
- Evaluation: A comprehensive range of assessment studies and activities aimed at determining the effects of a program (and/or portfolio) and understanding or documenting program performance, market dynamics, energy savings, or program cost-effectiveness.
- Evaluation, Measurement, and Verification (EM&V): An overarching term for evaluation activities conducted at the measure, project, program, or portfolio level. EM&V encompasses impact, process, market, and planning activities and is distinct from Measurement and Verification (M&V).
- Savings: Presents the various types of savings.
- Impact Evaluation: The process of determining the program-specific, directly or indirectly induced changes attributable to an energy efficiency program.
- International Performance Measurement and Verification Protocol (IPMVP): A guiding document outlining a framework and definitions describing four M&V approaches, developed by the Energy Valuation Organization.
- Measure: The installation of a single piece of equipment, subsystem, or system, or a single modification of equipment, subsystem, system, or operation at an end-use energy consumer facility with the purpose of reducing energy and/or demand.
- Measurement and Verification (M&V): A subset of program impact evaluation that documents energy savings at individual sites or projects using various methods such as measurements, engineering calculations, statistical analyses, and computer simulation modeling.
- Portfolio: The collection of all programs conducted by an organization, addressing different customer segments or market sectors.
- Process Evaluation: A systematic assessment of an energy efficiency program or component aimed at documenting operations, identifying improvements, and increasing program efficiency or effectiveness while maintaining participant satisfaction.
- Program or Offering: An activity, strategy, or action undertaken by an implementer, defined by a unique combination of program strategy, participation pathway, market segment, marketing approach, and energy efficiency measure(s).
- Project: An activity involving one or multiple energy efficiency measures at a single facility or site.
- Gross Realization Rate: The ratio of Ex Post Gross Savings to Ex Ante Gross Savings, indicating the degree of realization of predicted savings.
- Rigor: The level of expected confidence and precision in evaluation results, with higher rigor indicating greater confidence in the accuracy and precision of the findings.
- Technical Reference Manual: A prepared resource document containing savings estimates, assumptions, guidelines, and supporting documentation for prescriptive energy efficiency measures, vetted by stakeholders.
- Uncertainty: The range or interval of doubt surrounding a measured or calculated value, within which the true value is expected to fall with some degree of confidence.
- Verification: An assessment confirming that the program or project has been implemented per the program design, ensuring installation rates, quality standards, and operational correctness align with the intended objectives.

3.2 Sampling Approach

3.2.1 SAMPLING

Programs are evaluated on one of three bases:

- Census of all participants.
- Simple Random Sample; and
- Stratified Random Sample

3.2.1.1 Census

A census of participant data was used for selecting programs where such review is feasible. All program measures were evaluated.

3.2.1.2 Simple Random Sampling

For programs with relatively homogenous measures (largely in the residential portfolio), the Evaluators conducted a simple random sample of participants. The sample size for verification surveys is calculated to meet 90% confidence and 10% precision (90/10). The sample size to meet 90/10 requirements is calculated based on the coefficient of variation of savings for program participants. Coefficient of Variation (CV) is defined as:

$$CV = \frac{Standard\ Deviation_x}{Mean_x}$$

Where x is the average kWh savings per participant. Without data to use as a basis for a higher value, it is typical to apply a CV of .5 in residential program evaluations. The resulting sample size is estimated at:

$$n_0 = \left(\frac{1.645 * CV}{RP}\right)^2$$

Where:

1.645 = Z Score for 90% confidence interval in a normal distribution
CV = Coefficient of Variation
RP = Required Precision, 10% in this evaluation

3.2.1.3 Stratified Sampling

For the C&I NC, PFI, Small and Large C&I Solutions programs, Simple Random Sampling is not an effective sampling methodology as the CV values observed in business programs are typically very high because the distributions of savings are generally positively skewed. Often, a relatively small number of projects account for a high percentage of the estimated savings for the program.

To address this situation, the evaluators use a sample design for selecting projects for the M&V sample that takes such skewness into account. With this approach, the evaluators select a number of sites with large savings for the sample with certainty and take a random sample of the remaining sites. To further improve the precision, non-certainty sites are selected for the sample through systematic random sampling. That is, a random sample of sites remaining after the certainty sites have been selected is selected by ordering them according to the magnitude of their savings and using systematic random sampling. Sampling systematically

from a list that is ordered according to the magnitude of savings ensures that any sample selected will have some units with high savings, some with moderate savings, and some with low savings. Samples cannot result that have concentrations of sites with atypically high savings or atypically low savings. As a result of this methodology, the required sample for the C&I NC, PFI, Small and Large C&I Solutions programs were reduced to the following strata.

TABLE 3-1 STRATIFIED SAMPLING SUMMARY

Program	Strata	Sites Sampled
Small C&I Solutions	5	27
Large C&I Solutions	4, plus 1 certainty	38
C&I NC	1	3 (census)
PFI	5	7

3.2.2 NET IMPACT CALCULATIONS

Table 3-2 summarizes the net savings approach used for each program.

TABLE 3-2 SUMMARY OF NET SAVINGS APPROACHES

Program	Participant Surveys	Literature Review	Billing Analysis/ Price Response Modeling	Deemed Value
HPwES	✓	✓		✓
HPwES Kits	✓	✓		✓
IQW		✓		✓
MF Solutions	✓	✓		✓
RLA	✓	✓		
A/C Solutions	✓			
SK&E and AR&R	✓	✓		✓
Behavioral			✓	
DR Program			✓	
Small C&I Solutions	✓			
Large C&I Solutions	✓			
PFI and C&I NC Solutions	✓			

3.3 Impact Evaluation

3.3.1 GROSS IMPACT

The Evaluators approach to savings analysis depends largely on the types of measures installed.

In the following subsections gross savings calculation methodologies are detailed by measure category, as is appropriate.

3.3.1.1 NO TRM V7.0

Whenever possible, deemed savings values and algorithms from the New Orleans Technical Reference Manual version 7.0[4] (herein referred to as the "New Orleans TRM" or simply, "NO TRM V7.0") were used to determine verified program impacts. Care was taken to ensure any assumptions were reasonable and current, and that there were no errors in the algorithms. For each measure in the program, total *ex post* gross energy savings (kWh) and demand reductions (kW) savings were determined as a product of the number of measures verified as qualifying for an incentive and the deemed savings per measure.

3.3.1.2 Deemed and Prescriptive Savings Calculations

For the PY13 evaluation, the Evaluators utilized the NO TRM V7.0 for deemed projects. The varied approaches are as follows below.

- Deemed Savings: The deemed savings approach involves analysis based on the NO TRM V7.0 or measure-specific work papers. This method utilizes predetermined savings values for measures with well-established and documented average savings. Verification of deemed values entails confirming installations through on-site inspection and/or telephone surveys. Implementation may entail using a single savings value for all installations of a specific measure (e.g., residential refrigerators) or conducting site-specific analyses using partially deemed unit energy savings algorithms (e.g., assessing savings from deemed commercial lighting retrofits). In the latter case, certain inputs into the savings calculation, such as lighting hours of use, are site-specific.
- Billing Data Analysis: Billing data analysis is applicable when there is a sizable, relatively homogeneous pool of participant customers implementing similar energy efficiency measures. This method is effective for programs installing multiple measures in individual homes, which impact similar end uses and exhibit interactive effects. The analysis typically involves regression modeling of participants and a nonparticipant control group, comparing energy use in both groups before and after participation. This analysis method is utilized on demand response and behavioral programs and could potentially extend to weatherization programs.
- Site-Specific Custom: This approach pertains to programs where savings calculations must be performed on a per-site basis using primary data collected on-site or facility bills for unique, premise-level analyses. It contrasts with the large-scale, whole-program analysis described under the "Billing Data Analysis" bullet point. Site-specific custom protocols are required for certain Commercial and Industrial (C&I) programs in the portfolio, necessitating tailored approaches such as those outlined in the International Performance Measurement and Verification Protocol (IPMVP).

The table below summarizes the approaches that were applied.

[4] The New Orleans TRM can be found here: https://www.entergy-neworleans.com/energy_efficiency/energy_smart_filings/

TABLE 3-3 SAVINGS ESTIMATION APPROACHES FOR ENERGY SMART PROGRAMS

Sector	Program	Approach to Savings Estimation
Residential	HPwES	Deemed Savings
	IQW	Deemed Savings
	MF Solutions	Deemed Savings
	A/C Solutions	Deemed Savings
	RLA	Deemed Savings
	SK&E	Deemed Savings
	EasyCool BYOT	Whole Program Billing Analysis
	PTR	Whole Program Billing Analysis
	BESS	Whole Program Billing Analysis
	EV Pilot	Whole Program Billing Analysis
	Behavioral	Whole Program Billing Analysis
	AR&R	Deemed Savings
C&I	Small C&I Solutions	Deemed Savings
	Large C&I Solutions	Deemed Savings/Site-Specific Custom
	PFI	Deemed Savings/Site-Specific Custom
	C&I NC	Site-Specific Custom/Site-Specific Custom
	Large C&I DR	Site-Specific Billing Analysis

3.3.1.3 Avoided Replacement Costs

Avoided replacement costs associated with energy efficiency measures were derived from the AR TRM Version 9.1: Protocol L3: Non-Energy Benefits of Avoided and Deferred Equipment Replacement Costs.

The Evaluator utilizes the following two Protocols to calculate avoided replacement costs for Replacement on Burnout (ROB) measures:

- ROB 1 – baseline and efficient measures that have different useful lifetimes under static baselines over the lifetime of the measures; and
- ROB 2 - baseline and efficient measures that have different useful lifetimes under changing baselines over the lifetime of the measures.

The avoided replacement costs are summarized mathematically as:

$$Avoided\ Replacement\ Cost = NPV(RDR, ML, RLCC_t)$$

$$NPV = Net\ Present\ Value\ function = \sum_{t=1}^{ML} \frac{RLCC_t}{(1+RDR)^t}$$

Where:

RDR = Real Discount Rate

ML = Program Measure Life (EUL)

$RLCC_t$ = Real Levelized Carrying Charge in year t (annualized baseline installed cost at RDR)

The following equation defines the ARCs for ROB 1, under the assumption of different EULs for baseline and efficient measures and static baselines:

$$Avoided\ Replacement\ Cost = -PV(RDR, ML - EUL_B, RLCC_B)/(1 + RDR)^{EUL_B}$$

Where:

RDR = Real Discount Rate

ML = Program Measure Life (EUL)

EUL_B = Baseline Equipment Life

$RLCC_B$ = -PMT (RDR, EUL_B, Baseline Installed Cost)

The following equations define the ARC for ROB 2, under the assumption of different EULs for baseline and efficient measures and changing baselines:

$$Avoided\ Replacement\ Cost = ARC\ (Tier\ 1) + ARC\ (Tier\ 2)$$
$$ARC\ (Tier\ 1) = -PV(RDR, NY - EUL_{T1}, RLCC_{T1})/(1 + RDR)^{EUL_{T1}}$$
$$ARC\ (Tier\ 2) = -PV(RDR, ML - NY, RLCC_{T2})/(1 + RDR)^{NY}$$

Where:

RDR = Real Discount Rate

ML = Program Measure Life (EUL)

EUL_{T1} = Baseline Equipment Life (Tier 1)

$RLCC_{T1}$ = -PMT (RDR, EUL_{T1}, Baseline Installed Cost (Tier 1))

EUL_{T2} = Baseline Equipment Life (Tier 2)

$RLCC_{T2}$ = -PMT (RDR, EUL_{T2}, Baseline Installed Cost (Tier 2))

NY = Number of years of Tier 1 installation

ARC estimates are found in each of the program chapters within this report.

3.3.1.4 Deviations from the New Orleans TRM

There were no diversions from the NO TRM.

3.3.1.5 Tracking System Review

The impact evaluation began with a review of program tracking data. The tracking data included a separate row for each measure installed. Every premise in the program had a unique incentive identifier, so each premise had multiple rows to reflect the different measures completed.

3.3.1.6 Literature Review

Literature reviews were performed to evaluate gross impacts of measures that were not found in site visits or had low samples. In cases where there are small samples, the literature review may be averaged with the site visit impact. Those literature reviews are found below.

TABLE 3-4 APS LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
2023 CPS Energy TRM	CPS Energy, TX	SF Smart Strip	DI in Wx	100.0%
2022 Hawaii TRM	NA	APS	DI in SF	100.0%
IL TRM V11.0	NA	APS	DI in SF	100.0%
MO Ameren PY21 EM&V	NA	APS	DI in SF	95.0%
PY23 EM&V Report	OG&E AR	APS	DI in SF	98.8%
				98.8%

TABLE 3-5 CEILING INSULATION LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY21 EM&V Report	Entergy, AR	SF Envelope	TA Installed Wx	100.0%
PY21 EM&V Report	Entergy, AR	MF Envelope	TA Installed Wx	100.0%
PY18 EM&V Report	RMP Utah	Envelope Wx	TA Installed Wx	100.0%
PY23 EM&V Report	OG&E AR	Ceiling Insulation	TA installed Wx	97.0%
PY8 SWEPCO EM&V Report	SWEPCO LA	Ceiling Insulation	TA installed Wx	100.0%
				99.4%

TABLE 3-6 ENERGY STAR DISHWASHER LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
Rhode Island TRM	RI TRM PY23	ENERGY STAR Dishwasher	Not specific	100.0%
PY2021 Residential Impact Report	Ameren IL PY2021	ENERGY STAR Dishwasher	Not specific	100.0%
				100.0%

TABLE 3-7 HEAT PUMP WATER HEATER LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
Rhode Island TRM	RI TRM PY23	HPWH	TA Installed	100.0%
PY2022 Black Hills EM&V Report	Black Hills, CO	HPWH	TA Installed	100.0%
PY21 - PY22 EM&V Report	Avista, WA	HPWH	TA Installed	100.0%
PY2022 EM&V Report	JCP&L, NJ	HPWH	TA Installed	100.0%
				100.0%

TABLE 3-8 SMART THERMOSTAT LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
2022 Hawaii TRM	NA	Smart thermostat	Not Specific	90.0%
PY22 EM&V Report	OG&E AR	Smart thermostat	TA Installed	100.0%
PY21 EM&V Report	SWEPCO AR	Smart thermostat	TA Installed	100.0%
2023 Rhode Island TRM	NA	Smart thermostat	Not Specific	100.0%
PY2022 Black Hills EM&V Report	Black Hills, CO	Smart thermostat	Not specific	100.0%
				98.0%

TABLE 3-9 BATHROOM AND KITCHEN AERATOR LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY21 EM&V Report	Entergy, AR	MF Domestic Hot Water	TA Installed Wx	100.0%
IL TRM V11.0	NA	Aerator	DI ISR	93.0%
New Orleans TRM V6.0	NA	Aerator	DI ISR	98.0%
IA TRM V7.0	NA	Aerator	DI ISR	95.0%
PY23 EM&V Report	OG&E AR	Aerator	TA installed Wx	100.0%
				97.2%

TABLE 3-10 HEAT PUMP REPLACEMENT LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY9 EM&V Report	SWEPCO LA	HP Replacement	TA Installed	100.0%
PY23 EM&V Report	OG&E AR	HP Replacement	TA Installed	100.0%
PY21 EM&V Report	SWEPCO AR	HP Replacement	TA Installed	100.0%
2023 Rhode Island TRM	NA	Central Heat Pump	TA Installed	100.0%
				100.0%

TABLE 3-11 LED LAMP LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY9 EM&V Report	SWEPCO LA	LED Lamp	TA Installed	100.0%
2023 CPS Energy TRM	CPS Energy, TX	LED Lamp	Not Specific	97.0%
AR TRM V9.1	NA	LED Lamp	Not Specific	97.0%
PY23 EM&V Report	OG&E AR	LED Lamp	DI in Wx	100.0%
Hawaii TRM PY2022	NA	LED Lamp	Not specific	97.0%
				98.2%

TABLE 3-12 LOW-FLOW SHOWERHEAD LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY21 EM&V Report	Entergy, AR	MF Domestic Hot Water	TA Installed Wx	100.0%
2022 Hawaii TRM	NA	Low-Flow Showerheads	DI ISR	93.0%
IL TRM V11.0	NA	Low-Flow Showerheads	DI ISR	96.0%
New Orleans TRM V6.0	NA	Low-Flow Showerheads	DI ISR	98.0%
IA TRM V7.0	NA	Low-Flow Showerheads	DI ISR	98.0%
PY23 EM&V Report	OG&E AR	Low-Flow Showerheads	TA installed Wx	100.0%
				97.5%

TABLE 3-13 DUCT SEALING LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY21 EM&V Report	SWEPCO AR	Duct Sealing	TA Installed	99.7%
PY21 EM&V Report	OG&E AR	Duct Sealing	TA Installed	100.0%
PY11 EM&V Report	Entergy NO	Duct Sealing	TA Installed	94.4%
2021 Rhode Island TRM	NA	Duct Sealing	Not Specific	100.0%
				98.5%

TABLE 3-14 ENERGY STAR CLOTHES DRYER LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY2022 EM&V Report	Nicor Gas	Clothes Dryer	Retail Buy-down	100.0%
PY21 - PY22 EM&V Report	Pacific Power CA	Clothes Dryer	Rebate	100.0%
PY20 Efficient Product EM&V Report	EfficiencyOne CA	Clothes Dryer	Rebate	100.0%
CT V20.0 TRM	NA	Clothes Dryer	Rebate	100.0%
				100.0%

TABLE 3-15 AIR CONDITIONER REPLACEMENT LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY11 EM&V Report	Entergy NO	AC Replacement	TA Installed	100.0%
PY21 EM&V Report	OG&E AR	AC Replacement	TA Installed	100.0%
PY21 EM&V Report	SWEPCO AR	AC Replacement	TA Installed	100.0%
2021 Rhode Island TRM	NA	Air Conditioning	TA Installed	100.0%
CT V20.0 TRM	NA	Window AC	Rebate	100.0%
				100.0%

TABLE 3-16 ENERGY STAR AIR PURIFIER LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
MA 2021 eTRM	NA	Room Air Cleaners	Not Specific	97.0%
RI 2021 TRM	NA	Room Air Cleaners	Not Specific	97.0%
PY21 EM&V Report	Entergy, AR	SF Appliances	DI in SF	78.2%
PY21 EM&V Report	OG&E AR	Air Purifiers	Mail-in-Rebate	100.0%
PY18 EM&V Report	RMP Utah	Appliances in SF	Mail-in-Rebate	100.0%
PY21 EM&V Report	SWEPCO AR	Air Purifier	DI in Wx	92.9%
				94.2%

TABLE 3-17 ENERGY STAR WINDOWS LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY2022 Statewide EM&V Report	Connecticut	Windows	Rebate	98.0%
PY2023 EM&V Report	SWEPCO AR	Windows	Rebate	100.0%
PY12 EM&V Report	New Orleans	Windows	Rebate	100.0%
				99.3%

TABLE 3-18 ENERGY STAR POOL PUMP LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY21 EM&V Report	DTE	Pool Pump	Mail-in-Rebate	85.0%
PY10 EM&V Report	Entergy NO	Pool Pump	Mail-in-Rebate	100.0%
2021 Rhode Island TRM	NA	Pool Pump	Mail-in-Rebate	100.0%
				95.0%

TABLE 3-19 AIR INFILTRATION LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
PY2022 Statewide EM&V Report	Connecticut	Air Sealing	TA Installed	92.0%
PY2023 EM&V Report	SWEPCO AR	Air Sealing	TA Installed	100.0%
PY2023 EM&V Report	OG&E AR	Air Sealing	TA Installed	99.0%
IL V11.0 TRM	NA	Air Sealing	TA DI	100.0%
				97.8%

TABLE 3-20 SCHOOL KIT LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
IL V11.0TRM	NA	Wx School Kit	Schools	58.0%
IL V11.0TRM	NA	School EE Kit	Schools	83.8%
Iowa V7.0 TRM	NA	School EE Kit	Schools	60.0%
Ameren Missouri PY21 TRM V2.0	NA	School EE Kit	Schools	90.0%
				73.0%

TABLE 3-21 FREEZER RECYCLING LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
MA - 1.3.2023 - eTRM	MASS Saves	Refrigerator/Freezer Recycling	TA Pickup	100.0%
Rhode Island 2023 TRM	National Grid	Freezer Recycling (ENERGY STAR Electric)	TA Pickup	100.0%
				100.0%

TABLE 3-22 REFRIGERATOR RECYCLING LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
MA - 1.3.2023 - eTRM	MASS Saves	Refrigerator/Freezer Recycling	TA Pickup	100.0%
Rhode Island 2023 TRM	National Grid	Recycling Refrigerator (SF Electric)	TA Pickup	100.0%
				100.0%

TABLE 3-23 REFRIGERATOR REPLACEMENT LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
MA - 1.3.2023 - eTRM	MASS Saves	Refrigerators (ENERGY STAR)	Rebate	100.0%
Rhode Island 23 TRM	National Grid	Replacement Refrigerator (SF)	Rebate	100.0%
				100.0%

TABLE 3-24 MAILER PULL KIT REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
IL V11.0 TRM	NA	Market Rate Kit	Direct mail	91.8%
IL V11.0 TRM	NA	LI Kit	Direct mail	60.0%
IL V11.0 TRM	NA	Wx Kit	Direct mail	68.0%
NO TRM V6.0	Entergy New Orleans	Mailer Kit	Direct mail	62.0%
Ameren MO TRM 2022	Ameren, MO	Mailer Kit	Direct mail	54.0%
Ameren MO TRM 2022	Ameren, MO	Mailer Kit	Direct mail	100.0%
				72.6%

TABLE 3-25 MAILER PUSH KIT LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
Vermont 2018 TRM	NA	Low-Flow Showerhead	Home Energy Kit	56.0%
Vermont 2018 TRM	NA	Aerator (bath/kitchen)	Home Energy Kit	57.0%
Vermont 2018 TRM	NA	Advanced Power Strips	Home Energy Kit	63.0%
Vermont 2018 TRM	NA	LED Lamp	Home Energy Kit	90.0%
IL V11.0 TRM	NA	Wx Measure	Home Energy Kit	60.0%
				65.2%

TABLE 3-26 PIPE INSULATION LITERATURE REVIEW RESULT

Source	Utility	Measure Name	Delivery Mechanism	In-Service Rate
CT V20.0 TRM	NA	Pipe Insulation (Residential)	TA DI	72.0%
IL V11.0 TRM	NA	Domestic Hot Water Pipe Insulation	TA DI	100.0%
RI 2023 TRM	NA	Pipe Insulation	TA DI	90.0%
				87.3%

3.3.1.7 In-Services Rates to be Applied

The table below outlines the ISR values to be applied in the residential desk reviews. The ISR values were estimated using participant survey responses, site visit observations, literature review results, past evaluation results.

TABLE 3-27 RESIDENTIAL ISR VALUES

Program	Measure	NO TRM V7.0 ISR	PY13 Survey ISR	PY13 Site Visit ISR	Lit Review ISR	PY12 (2022) ISR	PY14 ISR
A/C Solutions	AC Replacement	NA	NA	NA	100%	100%	100%
A/C Solutions	AC Tune-up	NA	NA	100%	NA	97%	99%
A/C Solutions	Duct Sealing	NA	NA	98%	99%	100%	99%
A/C Solutions	Ductless Heat Pump	NA	NA	NA	100%	100%	100%
A/C Solutions	Smart Thermostat	NA	NA	NA	98%	100%	99%
AR&R	Freezer Recycling	NA	100%	100%	100%	100%	100%
AR&R	Refrigerator Recycling	NA	100%	100%	100%	100%	100%
AR&R	Refrigerator Replacement	NA	NA	NA	100%	100%	100%
HPwES	Smart Thermostat	NA	100%	100%	98%	100%	100%

HPwES	Water Heater Pipe Insulation	NA	100%	100%	87%	96%	96%
HPwES	Low-Flow Showerhead	98%	NA	100%	98%	98%	98%
HPwES	DI - LED Lamp	NA	100%	99%	98%	92%	97%
HPwES	Aerator	98%	100%	100%	97%	50%	89%
HPwES	Pull Kit - Low-Flow Showerhead	62%	53%	100%	73%	59%	69%
HPwES	Pull Kit - LED Lamp	NA	33%	100%	73%	71%	69%
HPwES	Pull Kit - Aerator	45%	50%	100%	73%	44%	62%
HPwES	Duct Sealing	NA	100%	84%	99%	102%	96%
HPwES	Attic Insulation	NA	100%	100%	99%	100%	100%
HPwES	Air Infiltration	NA	86%	72%	98%	95%	88%
HPwES	Advanced Power Strip (Tier 2)	NA	100%	69%	99%	77%	86%
HPwES	Push Kit - LED Lamp (x3)	NA	NA	NA	65%	71%	68%
HPwES	Assessment	NA	NA	NA	NA	100%	100%
IQW	Smart Thermostat	NA	100%	100%	98%	100%	100%
IQW	Water Heater Pipe Insulation	NA	NA	100%	87%	96%	94%
IQW	Low-Flow Showerhead	98%	50%	100%	98%	100%	89%
IQW	LED Lamp	NA	54%	100%	98%	96%	87%
IQW	Aerator	98%	100%	100%	97%	97%	98%
IQW	Duct Sealing	NA	89%	99%	99%	98%	96%
IQW	Attic Insulation	NA	100%	75%	99%	100%	94%
IQW	Assessment	NA	NA	NA	NA	100%	100%
IQW	Air Infiltration	NA	86%	80%	98%	95%	90%
IQW	Advanced Power Strip (Tier 2)	NA	100%	77%	99%	94%	92%
MF Solutions	Smart Thermostat	NA	50%	NA	98%	100%	83%
MF Solutions	Water Heater Pipe Insulation	NA	100%	NA	87%	100%	96%
MF Solutions	Low-Flow Showerhead	98%	50%	75%	98%	100%	84%
MF Solutions	LED Lamp	NA	50%	94%	98%	100%	85%
MF Solutions	Aerator	98%	50%	93%	97%	100%	88%
MF Solutions	Duct Sealing	NA	50%	NA	99%	100%	83%
MF Solutions	Attic Insulation	NA	50%	NA	99%	NA	75%
MF Solutions	Air Infiltration	NA	50%	NA	98%	100%	83%
MF Solutions	Advanced Power Strip (Tier 2)	NA	0%	NA	99%	100%	66%
RLA	LED Lamp (OLM)	NA	92%	NA	98%	85%	92%
RLA	LED Lamp (Upstream Rebate)	NA	NA	NA	98%	98%	98%
RLA	Smart Thermostat	NA	81%	NA	98%	94%	91%
RLA	Pool Pump	NA	NA	NA	95%	100%	98%
RLA	Low-Flow Showerhead	98%	100%	NA	98%	79%	94%
RLA	Refrigerator Replacement	NA	100%	NA	100%	100%	100%
RLA	Advanced Power Strip (Tier 1)	NA	83%	NA	99%	65%	82%
RLA	Heat Pump Water Heater	NA	NA	NA	100%	98%	99%
RLA	Window Air Conditioner	NA	NA	NA	100%	98%	99%
RLA	Aerator	45%	100%	NA	97%	73%	79%
RLA	Water Heater Pipe Insulation	NA	100%	NA	87%	42%	76%
RLA	Air Purifier	NA	NA	NA	94%	NA	94%
RLA	Dehumidifier	NA	NA	NA	NA	100%	100%
RLA	Advanced Power Strip (Tier 2)	NA	NA	NA	99%	65%	82%

RLA	Freezer Replacement	NA	NA	NA	100%	NA	100%
SK&E	School Kit - LED Lamp 9W (A Type)	NA	77%	NA	73%	70%	73%
SK&E	School Kit - LED Lamp 14W (A Type)	NA	69%	NA	73%	71%	71%
SK&E	School Kit - Low-Flow Showerhead	62%	62%	NA	73%	62%	65%
SK&E	School Kit - Kitchen Aerator (1.5)	45%	67%	NA	73%	45%	57%
SK&E	School Kit - Bathroom Aerator (1.0)	45%	76%	NA	73%	45%	60%
SK&E	School Kit - Weather Stripping (17")	NA	78%	NA	73%	59%	70%

3.3.2 NET IMPACT

This section discusses the approaches used to estimate net savings. This section provides additional detail on the approaches outline for each program in Table 3-2.

3.3.2.1 Demand Response and Behavioral Programs

For DR and behavioral programs, it is typically assumed that there are neither spillover nor free-ridership effects (customers are not expected to curtail without participating).

For DR, although customers can find workarounds to make up for lost productivity due to demand response events, they are compensated only if they reduce their load during the peak demand window, the primary program goal.

As such, the NTG ratio for these programs is assumed to be 100%.

3.3.2.2 Low Income Programs

Assigned a NTG of 1.0 for the SK&E and IQW programs.

3.3.2.3 Non-Low Income Programs

This section discusses self-report methodologies used to estimate the net savings of the residential programs.

3.3.2.3.1 *AC Solutions, HPwES Major Measure Free-Ridership*

The major measure free ridership approach was applied to “major measures” (duct sealing, air sealing, attic insulation, smart thermostats, and pipe insulation) rebated through HPwES. To accomplish this, the Evaluators administered a survey to program participants that contained questions regarding the participants’ plans to implement the incentivized measures and the likelihood of implementing those measures in the absence of program incentives and informational support. Respondents who met all of the following criteria will be considered free riders; all others will not be considered free riders.

- The participant was planning to complete the same project/install the same measure in 2023 before learning about the program.
- The participant’s budget would accommodate the full cost of the project/measure in the absence of program support.
- The participant would have completed the same project or done something more efficient without program support.
- The participant would have completed the same project/installed the same measure or something more energy efficient within one year if the program was not available.

3.3.2.3.2 *HPwES Direct Install Measure Free-Ridership*

The calculation of free ridership for HPwES direct install measures was based on the responses to questions on the following topics:

- Prior experience with similar energy saving equipment;
- Prior planning to purchase energy efficiency measures provided through the program; and
- Likelihood of installing similar equipment without the program.

3.3.2.3.2.1 Prior Experience

The program is designed to encourage customers to use efficiency measures that they previously did not have experience with by providing them at no cost to the customer. As such, an indicator of the likelihood that a participant is a free rider, is whether he or she has previously purchased a similar measure. Previous experience is used as an indicator of whether the customer would have coincidently purchased the measure on their own.

Prior experience is assessed through the following question:

- FR1: Have you installed any of the following in your home, before receiving them free through the program?

Respondents indicating that they had not purchased the measures before receiving them for free through the program were considered to have minimal to no prior experience with them, meaning that the intervention of the program is likely significantly influential in the energy savings resulting from them. These respondents receive an overall free ridership score of 0 for this measure. Otherwise, free ridership is assessed using the following factors.

3.3.2.3.2.2 Prior Plans and Intentions

Customers were asked whether they had any plans to purchase any of the measures before receiving them through the program:

- FR2: Did you have plans to purchase and install the following item(s) before you learned about the Home Performance with ENERGY STAR Program?

Respondents who indicated that they had plans to purchase the measures were given a plans score of 1. Respondents who said they did not have plans (responded “Don’t Know” or “No” to FR2) were assigned a plans score of 0. Those that did not answer this question were not assigned a plans score.

3.3.2.3.2.3 Likelihood of Purchasing Measure

Participants were asked the following question to determine how likely they would have been to purchase the measure without the program:

- FR3: If you had not received the following for free, how likely is it that you would have installed them anyway within 12 months of when you received them?

The likelihood of purchasing was scored as:

- 1 - Very Unlikely (0)
- 2 - Unlikely (0.25)
- 3 - Neither unlikely or likely (0.5)

- 4 - Likely (0.75)
- 5 - Very likely (1)
- Don't know (0.5)

3.3.2.3.2.4 Free Ridership Score

For respondents with prior experience using the measures, their scores for previous plans and likelihood of purchasing the measures were averaged to calculate a measure-specific free ridership score. As noted earlier, respondents without prior experience with the measures were classified as non-free riders.

3.3.2.3.3 *RLA Non-Lighting*

The Evaluators conducted a survey of program participants to gather insights into their plans to implement incentivized measures and the likelihood of completing those measures without program incentives or informational support. For measures with few or no survey responses, the Evaluators referenced survey results from PY12 or PY13, if available, or conducted literature reviews to obtain net savings estimates. In most cases where literature review values were used, the Evaluators applied the same values reported in the PY13 evaluation report. However, literature reviews were conducted as part of the PY14 evaluation activities for air purifiers and freezers. The studies referenced and their results are presented in the tables below.

TABLE 3-28 AIR PURIFIER NET SAVINGS LITERATURE REVIEW

Reference Number	FR	SP	NTG	PY	State
1	23.0%	6.0%	83.0%	2023	IL
2	14.0%	0.0%	86.0%	2022	WI
Average	**18.5%**	**3.0%**	**84.5%**		

1. https://www.ilsag.info/wp-content/uploads/ComEd-Retail-Online-Program-Appliance-Rebate-Component-NTG-Memo-2023-09-01-Final.pdf
2. https://assets.focusonenergy.com/production/inline-files/Evaluation_CY_2022-Vol-II.pdf

TABLE 3-29 FREEZER NET SAVINGS LITERATURE REVIEW

Reference Number	FR	SP	NTG	PY	State
1	37.00%	0.00%	63.00%	2020	IL
2	45.90%	2.50%	56.60%	2024	IL
Average	**41.50%**	**1.30%**	**59.80%**		

1. https://www.ilsag.info/wp-content/uploads/ComEd-Appliance-Rebates-CY2020-Impact-Evaluation-Report-2021-03-31-Final.pdf
2. https://www.ilsag.info/wp-content/uploads/AIC-2024-Retail-Products-NTG-Memo_FINAL_2024-08-30.pdf

The survey included questions about participants' intentions and circumstances related to implementing incentivized measures. Specifically, program participants were asked:

- Whether they had plans to complete the project and if they could afford to do so without the program discount.
- The likelihood of completing the project without the discount or the incentivized assessment.
- How the timing of the project would be affected in the absence of the program.

3.3.2.3.3.1 Prior Plans

Respondents who indicated that they did not have plans to install the efficient measure were determined not to be free riders. Free ridership scores were developed for the remaining respondents using survey response data on likelihood of completing the efficiency project or installing the efficient equipment and the program's impact on when that would have occurred.

3.3.2.3.3.2 Likelihood of Project Completion

The score reflecting the likelihood of completing the project in the absence of the program was based on the following question: How likely is it that you would have installed the same measure that you completed through the if the rebate was not available?

A score was assigned to each response as follows:

- 1 - Not at all likely (0)
- 2 (0.25)
- 3 (0.5)
- 4 (0.75)
- 5 - Very likely (1)
- Don't know (0.5)

3.3.2.3.3.3 Timing

The Program effect on the timing is assessed with the following two questions:

- Did you purchase the [MEASURE] sooner than expected so you could take advantage of receiving the ENTERGY rebate?
- When might you have purchased the [MEASURE] if you had not participated in the program?

The information provided in response to these questions was used in the following manner:

- If the respondent states that they did not install the measure sooner because of the program or was unsure of the program effect on timing, the likelihood free ridership score was not adjusted (Timing Score was set to 1).
- If the respondent stated that they would have never installed the measure or in more than one year, the free ridership score was multiplied by 0, resulting in a final free ridership score of 0.
- If the respondent stated that they would have installed the measure in 6 months to one year, the free ridership score was multiplied by 0.67.
- If the respondent stated that they would have installed the measure withing 6 months, the preliminary free ridership score was multiplied by 0.33.

3.3.2.3.4 *Participant Spillover Assessment*

Program participants may implement additional energy saving measures without receiving a program incentive because of their participation in the program. The energy savings resulting from these additional measures constitute program participant spillover effects.

To assess participant spillover savings, survey respondents were asked whether or not they implemented any additional energy saving measures for which they did not receive a program incentive. Respondents that

indicated that they had installed additional measures were determined to have spillover savings if follow-up questioning suggested their program participation had influenced and/or been important in their decision to make the additional purchase or installation and sufficient information was collected to assign savings estimates.

3.3.2.4 Multifamily Solutions

The Evaluator developed free-ridership estimates using a savings-weighted average of the PY12 and PY13 free ridership estimates.

3.3.2.5 AR&R

The Evaluator developed free-ridership estimates using a savings-weighted average of the PY12 and PY13 free ridership estimates.

3.3.2.6 C&I NC Solutions, PFI, Small C&I Solutions, and Large C&I Solutions

The Evaluator developed free-ridership estimates using a savings-weighted average of the PY12 and PY13 free ridership estimates.

3.3.2.7 NTG Ratios to be Applied

The table below outlines the NTG values for residential programs by measure. SK&E and IQW have a NTG ratio of 100%.

TABLE 3-30 RESIDENTIAL MEASURE-LEVEL NTG VALUES

Program	Measure	2023 NTG	Free Ridership	Spillover	NTG	Source
AC Solutions	HVAC Systems and any other non Tune Up Measures	89.2%	0.0%	2.8%	102.8%	PY14 Survey Responses
AC Solutions	TUNEUP	89.2%	12.5%	2.8%	90.3%	PY14 Survey Responses
Appliance Recycling	Freezer Recycling	56.5%			56.5%	PY13 Results
Appliance Recycling	Refrigerator Recycling	51.0%			51.0%	PY13 Results
School Kits	All	100.0%	0.0%	0.0%	100.0%	Deemed 1.0
Multifamily Solutions	All	85.0%	9.8%	0.0%	90.2%	Weighted Average of PY12 and PY13 Results
RLA	Upstream LED Lamp	58.0%			58.0%	Literature review
RLA	OLM LED Lamp	74.0%			74.0%	Literature review
RLA	Refrigerators	86.6%			53.5%	PY12 and PY13 Participant Survey
RLA	Window AC	73.0%			73.0%	PY12 Participant Survey
RLA	Dehumidifier	100.0%			79.7%	PY12 and PY14 Participant Survey
RLA	APS	72.0%			72.0%	Literature review
RLA	Air Purifier	N/A			84.5%	Literature review
RLA	Showerhead	94.0%			94.0%	Literature review

RLA	Kitchen Aerators	92.0%			92.0%	Literature review
RLA	Pipe Insulation	88.0%			88.0%	Literature review
RLA	Pool Pump	100.0%			100.0%	PY12 Participant Survey
RLA	Freezer	N/A			59.8%	Literature review
RLA	Bath Aerator	92.0%			92.0%	Literature review
RLA	Heat Pump Water Heater	74.3%			74.3%	Literature review
RLA	Water Cooler	53.0%			53.0%	Literature review
RLA	Smart Thermostat	86.5%			88.5%	PY12 and PY13 Participant Survey
HPwES	Smart Thermostat	94.9%	2.7%	0.5%	97.8%	PY14 Survey Responses
HPwES	Duct Sealing	96.7%	2.7%	0.5%	97.8%	PY14 Survey Responses
HPwES	Attic Insulation	98.1%	2.7%	0.5%	97.8%	PY14 Survey Responses
HPwES	Air Infiltration	97.0%	2.7%	0.5%	97.8%	PY14 Survey Responses
HPwES	LED Light Bulbs	61.2%	1.9%	0.5%	98.6%	PY14 Survey Responses
HPwES	Bathrooom Faucet Aerators	96.1%	1.9%	0.5%	98.6%	PY14 Survey Responses
HPwES	Kitchen Faucet Aerators	96.1%	1.9%	0.5%	98.6%	PY14 Survey Responses
HPwES	Showerheads	92.6%	1.9%	0.5%	98.6%	PY14 Survey Responses
HPwES	Pipe Insulation	100.9%	1.9%	0.5%	98.6%	PY14 Survey Responses
HPwES	Advanced Power Strips	88.8%	1.9%	0.5%	98.6%	PY14 Survey Responses
HPwES	Unsampled Direct Install Measures	NA	1.9%	0.5%	98.6%	PY14 Survey Responses

For the commercial programs, surveys were performed to estimate NTG. The NTG for Small C&I Solutions is 95.8%, Large C&I Solutions is estimated at 97.2%, PFI NTG is 92.9% and C&I NC Solutions is estimated at 68.2%.

3.4 Process Evaluation

3.4.1 APPROACH

The Evaluator's general approach to process evaluation begins with a review of the tests for timing and appropriateness of process evaluation. In this review, the Evaluators determined what aspects of the program warrant a process evaluation.

In general, process evaluations assess organizational and procedural aspects of programs to provide feedback on features of programs that are functioning well and contribute recommendations when areas of improvement are identified. These evaluations are based on criteria that justify conducting a process evaluation. Table 3-31 provides details on those criteria that should be met prior to proceeding with a process evaluation.

TABLE 3-31 GENERAL OVERVIEW OF PROCESS EVALUATION GUIDANCE

PROCESS EVALUATION GUIDANCE
Process evaluation required if: ▪ Program is new. ▪ No process evaluation has been undertaken during current funding cycle.
Process evaluation potentially needed if: ▪ Program impacts are lower than expected. ▪ Goals (both informational and educational) are not being achieved. ▪ Rates of participation are lower/slower than expected. ▪ Program operational system is slow to get up and running. ▪ Cost-effectiveness of the program is less than expected. ▪ Participants (both customers and market actors) report problems/low rates of satisfaction with program.

A process evaluation is a culmination of information from a variety of sources, including program staff, trade allies, and program participants (collectively referred to as market actors). To increase the validity of the findings, the Evaluators gathered data from multiple sources and then "triangulated" the data to compare it across multiple groups. This methodology increases the overall validity of the findings.

It should also address a variety of issues, including:

- Help program designers and managers structure programs to achieve cost-effective savings while maintaining high levels of customer satisfaction;
- Determine program awareness levels to refine marketing strategies and reduce barriers to program participation;
- Provide recommendations for changing the program's structure, management, administration, design, delivery, operations, or target;
- Test for use of best practices and determine what best practices should be incorporated; and
- Gather data from a variety of sources to minimize bias in the findings.

TABLE 3-32 KEY PROCESS EVALUATION ACTIVITIES

	Process Evaluation Activity					
Key Researchable Issues	Materials Review	Database Review	Staff Interview	Part. Customer Survey/Interviews	Near Participant Market Actor Interviews	Nonparticipant Market Actor Focus Groups
Program Effectiveness	✓		✓	✓		
Tracking Systems		✓	✓			
Rebate Application Processing		✓	✓			

Trade ally Reporting/ Tracking		✓	✓			
Overall Program Satisfaction				✓		
Satisfaction with Trade allies			✓	✓		
Satisfaction with Utility				✓		
Satisfaction with Implementer			✓			
Market Effects	✓		✓	✓		
Changes in Stocking Practices			✓			
Barriers to Participation			✓	✓	✓	✓
Awareness Levels				✓	✓	✓
Reasons for Participation				✓		
Reasons for Non-Participation					✓	✓

The process evaluation for PY14 consists of a multiple step process that is outlined in the following section.

3.4.2 REVIEW OF PROGRAM MATERIALS

The Evaluators reviewed reports and supporting materials for clarity and consistency with program objectives. As an initial step in the PY14 process evaluation, the Evaluators reviewed available program documents such as delivery schedules, sample reports and samples of any additional engagement materials. The purpose of reviewing these materials is to understand what information is communicated to participants, how it is communicated, and to identify any gaps or opportunities for improvement.

3.4.3 PROGRAM STAFF AND IMPLEMENTER INTERVIEWS

The program staff in-depth interviews were conducted via Teams calls and addressed the key process evaluation objectives discussed previously. The initial evaluation interviews focus on the program history, design, and identifying areas for improvement, while the subsequent process evaluation interviews focused on “lessons learned” and the overall effectiveness of the program. These interviews are open-ended, in that there is a discussion guide, but responses will not be limited to a specific set of choices. Moreover, all respondents are promised confidentiality throughout the interview process to assure that these findings truly reflect program operations and activities. The results of these interviews were summarized for each program. Overall themes from these interviews are summarized for the entire portfolio.

The third-party implementer interviews were also conducted on Teams. Particular attention was paid to the program implementers' perceptions of how the programs operate, what program data is tracked and captured, how that data is managed and maintained, and how the programs are promoted to motivate trade allies and customers.

3.4.4 PARTICIPANT SURVEYS AND INTERVIEWS

The Evaluators conducted surveys and interviews across the residential and commercial energy efficiency programs. These activities focused on program awareness, participants' decision-making process, program operations, customer satisfaction with eligible measures, and satisfaction with the program. These instruments also included questions to verify measure installations and collected other data necessary to support the impact evaluation. Survey and interview summaries can be found in each program chapter.

3.4.5 NEAR-PARTCIPANT TRADE ALLY INTERVIEWS & NONPARTICIPANT TRADE ALLY FOCUS GROUPS

The Evaluators conducted near participant trade ally interviews and nonparticipant trade ally focus groups. The specifics of these trade ally activities are described more fully in the subsequent program chapters. These interviews focused on identifying levels of program awareness, interest in program engagement, and challenges to program participation. areas of program effectiveness, overall satisfaction, and identifying barriers to program participation. The results from these interviews are summarized at the program and portfolio level.

3.5 Cost-Effectiveness Evaluation

See Appendix B: Cost-Effectiveness Analysis for additional details on this approach. The results by each program and the portfolio for cost test is shown in the table below.

TABLE 3-33 PY13 COST-EFFECTIVENESS RESULTS

Program	TRC	UCT	RIM	PCT	SCT
HPwES	1.57	1.53	0.41	4.90	2.02
RLA	0.46	0.42	0.20	2.79	0.52
MF Solutions	1.40	1.71	0.42	3.71	1.78
IQW	1.54	1.58	0.58	2.81	2.03
A/C Solutions	5.83	2.26	0.50	31.91	7.27
SK&E	0.94	0.94	0.28	6.59	1.07
AR&R	0.03	0.03	0.02	1.92	0.03
Behavioral	2.01	2.01	0.43	NA	2.01
EasyCool (BYOT)	0.92	0.67	0.67	0.00	0.92
PTR Pilot	0.59	0.41	0.41	NA	0.59
BESS Pilot	0.27	0.21	0.21	NA	0.27
Small C&I Solutions	0.51	0.87	0.28	1.95	0.62
Large C&I Solutions	1.18	1.36	0.32	4.84	1.43
PFI	0.64	1.05	0.29	2.55	0.79
C&I NC Solutions	0.16	0.05	0.04	7.23	0.17
Large C&I DR	9.05	1.31	1.27	NA	9.05
EV Charging Pilot	2.82	0.51	0.51	NA	2.82
Total	**1.12**	**1.23**	**0.36**	**4.10**	**1.37**

The portfolio and most programs pass the TRC and the UCT, with the exception of RLA, SK&E, AR&R, Behavioral, EasyCool BYOT, PTR pilot, BESS pilot, PFI, C&I NC Solutions, Large C&I DR and the EV Charging pilot. The portfolio has $2,839,355 in TRC net benefits and is cost-effective.

The details of each program evaluation are found in the sections below.

4 HOME PERFORMANCE WITH ENERGY STAR®

4.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable.

TABLE 4-1 PY14 HPWES ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Energy Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Energy Savings (kWh)	NTG	*Ex Post* Net Energy Savings (kWh)
Advanced Power Strip	418,104	79.0%	330,479	98.6%	325,929
Air Infiltration	1,051,709	92.8%	975,729	97.8%	953,990
Assessment	0	100.0%	0	100.0%	0
Ceiling Insulation	74,545	100.4%	74,825	97.8%	73,158
Custom	0	100.0%	0	100.0%	0
Duct Sealing	1,815,901	109.4%	1,986,872	97.8%	1,942,603
Faucet Aerator	13,318	80.1%	10,669	98.6%	10,522
LED 11W A-Type (Standard)	2,857	100.6%	2,873	98.6%	2,834
LED 11W BR30 (Specialty)	35,908	104.0%	37,327	98.6%	36,813
LED 15W A-Type (Outdoor) (Standard)	2,203	98.2%	2,162	98.6%	2,133
LED 15W PAR38 (Outdoor) (Specialty)	76,614	98.0%	75,098	98.6%	74,064
LED 5W Candelabra (Specialty)	46,126	98.3%	45,360	98.6%	44,735
LED 6W Globe (Specialty)	4,728	98.2%	4,642	98.6%	4,578
LED 8W BR30 (Specialty)	7,012	101.7%	7,134	98.6%	7,036
LED 9W A-Type (Outdoor) (Standard)	1,425	98.2%	1,399	98.6%	1,379
LED 9W A-Type (Standard)	45,798	98.3%	45,016	98.6%	44,396
Low-Flow Showerhead	60,420	89.2%	53,924	98.6%	53,182
Smart Thermostat	74,431	99.4%	73,994	97.8%	72,345
Water Heater Pipe Insulation	22,722	90.7%	20,617	98.6%	20,333
Total	**3,753,820**	**99.8%**	**3,748,121**	**97.9%**	**3,670,030**

Sums may differ due to rounding.

TABLE 4-2 PY14 HPWES DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand Reductions (kW)	Realization Rate (kW)	*Ex Post* Gross Demand Reductions (kW)	NTG	*Ex Post* Net Demand Reductions (kW)
Advanced Power Strip	43.25	79.0%	34.19	98.6%	33.72
Air Infiltration	404.89	90.7%	367.27	97.8%	359.08
Assessment	0.00	N/A	N/A	N/A	N/A
Ceiling Insulation	133.63	99.7%	133.29	97.8%	130.32
Custom	0.00	N/A	N/A	N/A	N/A
Duct Sealing	610.24	113.9%	694.87	97.8%	679.39
Faucet Aerator	1.36	81.3%	1.11	98.6%	1.09
LED 11W A-Type (Standard)	0.51	100.5%	0.51	98.6%	0.50
LED 11W BR30 (Specialty)	6.18	103.9%	6.42	98.6%	6.34
LED 15W A-Type (Outdoor) (Standard)	0.00	N/A	0.00	N/A	0.00
LED 15W PAR38 (Outdoor) (Specialty)	0.00	N/A	0.00	N/A	0.00
LED 5W Candelabra (Specialty)	8.18	98.2%	8.03	98.6%	7.92
LED 6W Globe (Specialty)	0.82	98.2%	0.81	98.6%	0.80
LED 8W BR30 (Specialty)	1.23	101.8%	1.25	98.6%	1.23
LED 9W A-Type (Outdoor) (Standard)	0.00	N/A	0.00	N/A	0.00
LED 9W A-Type (Standard)	8.16	98.2%	8.01	98.6%	7.90
Low-Flow Showerhead	6.28	89.3%	5.61	98.6%	5.53
Smart Thermostat	0.00	N/A	0.00	N/A	0.00
Water Heater Pipe Insulation	2.57	90.8%	2.34	98.6%	2.30
Total	**1,227.32**	**103.0%**	**1,263.71**	**97.8%**	**1,236.13**

Sums may differ due to rounding.

TABLE 4-3 PY14 HPWE LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
Advanced Power Strip	10	3,304,794	3,259,293
Air Infiltration	11	10,733,023	10,493,885
Assessment	1	N/A	N/A
Ceiling Insulation	20	1,496,503	1,463,160
Custom	1	N/A	N/A
Duct Sealing	18	35,763,696	34,966,859
Faucet Aerator	10	106,689	105,221
LED 11W A-Type (Standard)	2	4,310	4,250
LED 11W BR30 (Specialty)	2	55,991	55,220
LED 15W A-Type (Outdoor) (Standard)	2	3,244	3,199
LED 15W PAR38 (Outdoor) (Specialty)	2	112,647	111,096
LED 5W Candelabra (Specialty)	2	68,040	67,103
LED 6W Globe (Specialty)	2	6,963	6,867
LED 8W BR30 (Specialty)	2	10,701	10,554
LED 9W A-Type (Outdoor) (Standard)	2	2,098	2,069
LED 9W A-Type (Standard)	2	67,523	66,594
Low-Flow Showerhead	10	539,245	531,820
Smart Thermostat	11	813,932	795,797
Water Heater Pipe Insulation	13	268,018	264,328
Total	**14**	**53,357,417**	**52,207,314**

Sums may differ due to rounding.

TABLE 4-4 PY14 HPWES COUNT OF MEASURES AND INCENTIVE SPEND

Measure	Participation (Count of Measures)	Incentive Spend ($)
Advanced Power Strip	1387	$69,350
Air Infiltration	638	$318,439
Assessment	1190	$196,350
Ceiling Insulation	41	$21,406
Custom	1	$293
Duct Sealing	750	$297,350
Faucet Aerator	349	$2,221
LED 11W A-Type (Standard)	88	$704
LED 11W BR30 (Specialty)	862	$6,896
LED 15W A-Type (Outdoor) (Standard)	11	$143
LED 15W PAR38 (Outdoor) (Specialty)	351	$4,563
LED 5W Candelabra (Specialty)	1,663	$11,641
LED 6W Globe (Specialty)	172	$1,204
LED 8W BR30 (Specialty)	159	$1,272
LED 9W A-Type (Outdoor) (Standard)	9	$63
LED 9W A-Type (Standard)	1708	$10,248

Low-Flow Showerhead	265	$4,015
Smart Thermostat	217	$37,975
Water Heater Pipe Insulation	628	$1,256
Total	**10,489**	**$985,388**

Sums may differ due to rounding.

4.2 Program Description

The HPwES is designed to achieve long-term, significantly cost-effective electric savings through the use of local auditors and trade allies who help residential customers analyze their energy use and identify opportunities to improve efficiency, install low-cost energy-saving measures, and identify and implement more comprehensive home efficiency projects. The program is implemented by Franklin, who helps oversee HPwES as well as additional residential programs. HPwES offers three levels of home energy audits. The Level I Assessment includes a "walk-through" inspection and direct installation of low-cost measures, such as LED lamps and water conservation measures. To generate additional savings at the time of the audit, demand response-enabled smart thermostats were added as a direct install measure. The Level II and III Assessments are comprehensive home inspections with diagnostic testing, performed by a qualified trade ally, targeted to achieve deeper savings within the home.

To meet the needs of New Orleans' unique housing stock of double shot-gun homes and smaller multifamily configurations, the program also offers HPwES incentives to buildings with four or fewer units. These types of homes often function more like single-family homes, with owners occupying one of the units, thus minimizing the split-incentive barrier.

4.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

A total of 1,408 distinct households participated in PY14. Participation included:

- 1,189 distinct homes receiving traditional assessments;
- 923 distinct homes receiving major measures;
- 1,133 distinct homes receiving direct install measures;

4.2.1.1 Direct Install and Major Measures

Below,

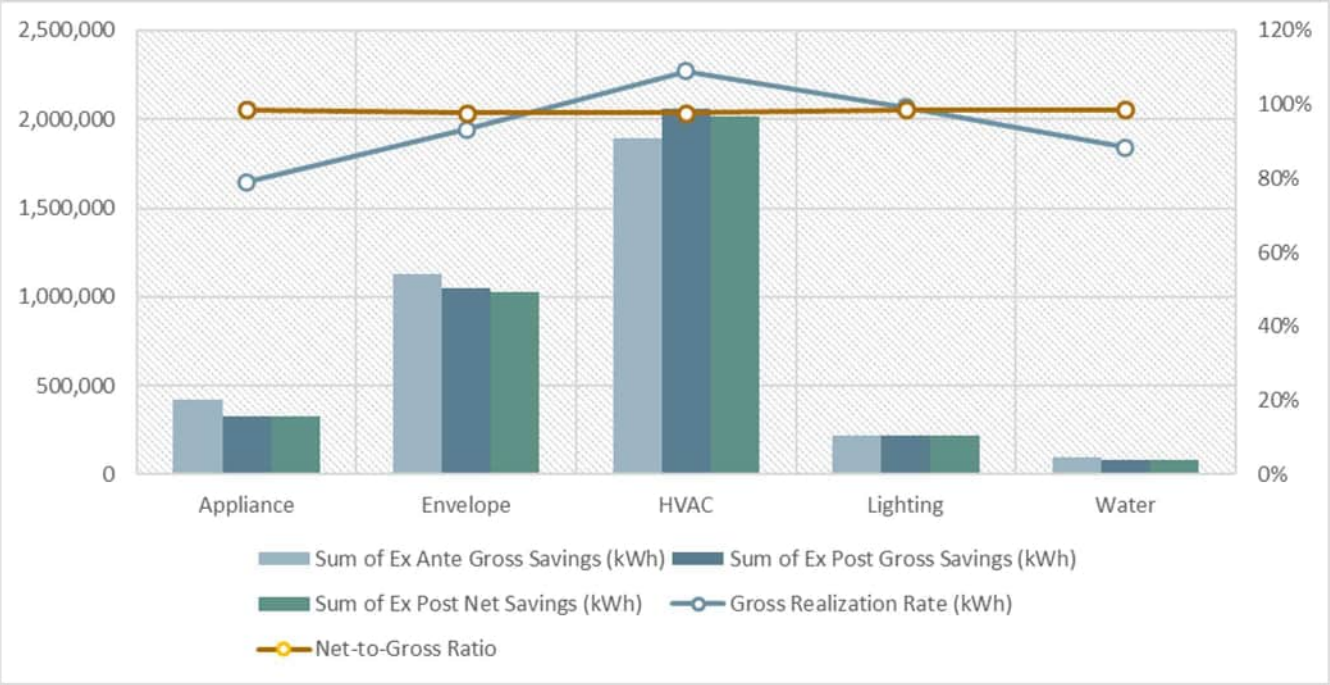


Figure 4-1 illustrates and compares the differences in energy savings (kWh) contributions by each measure.

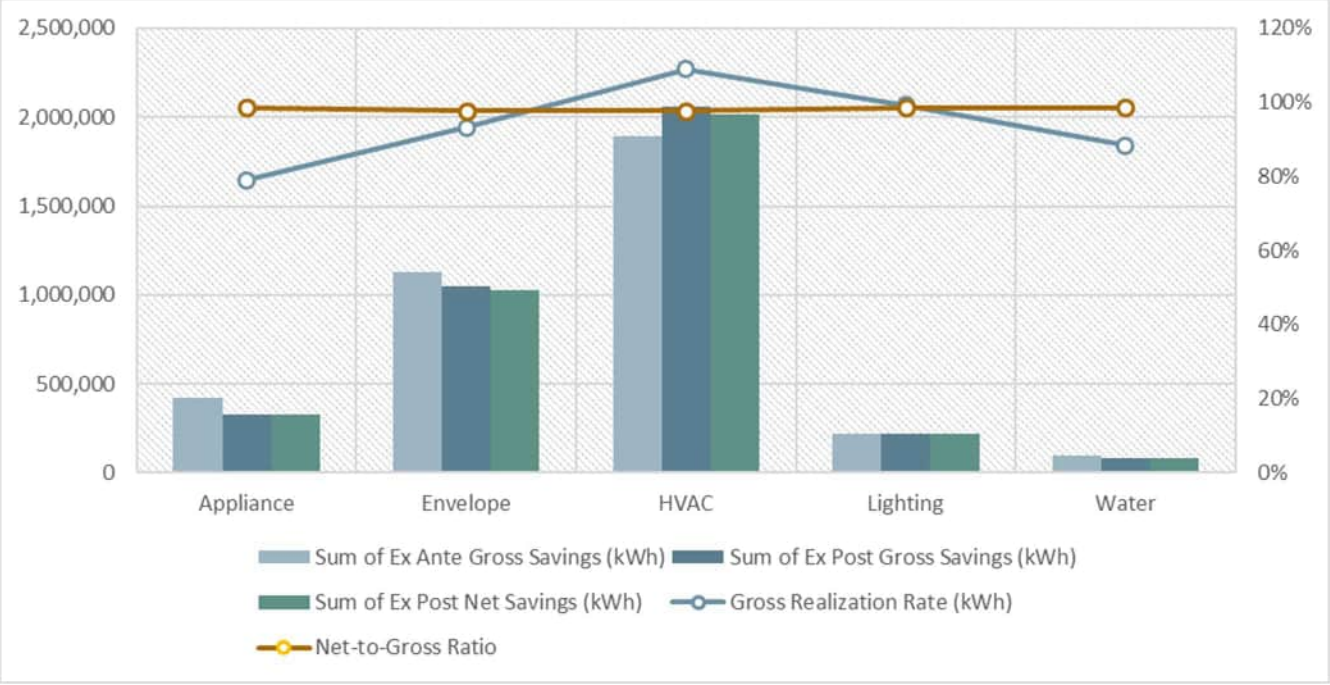
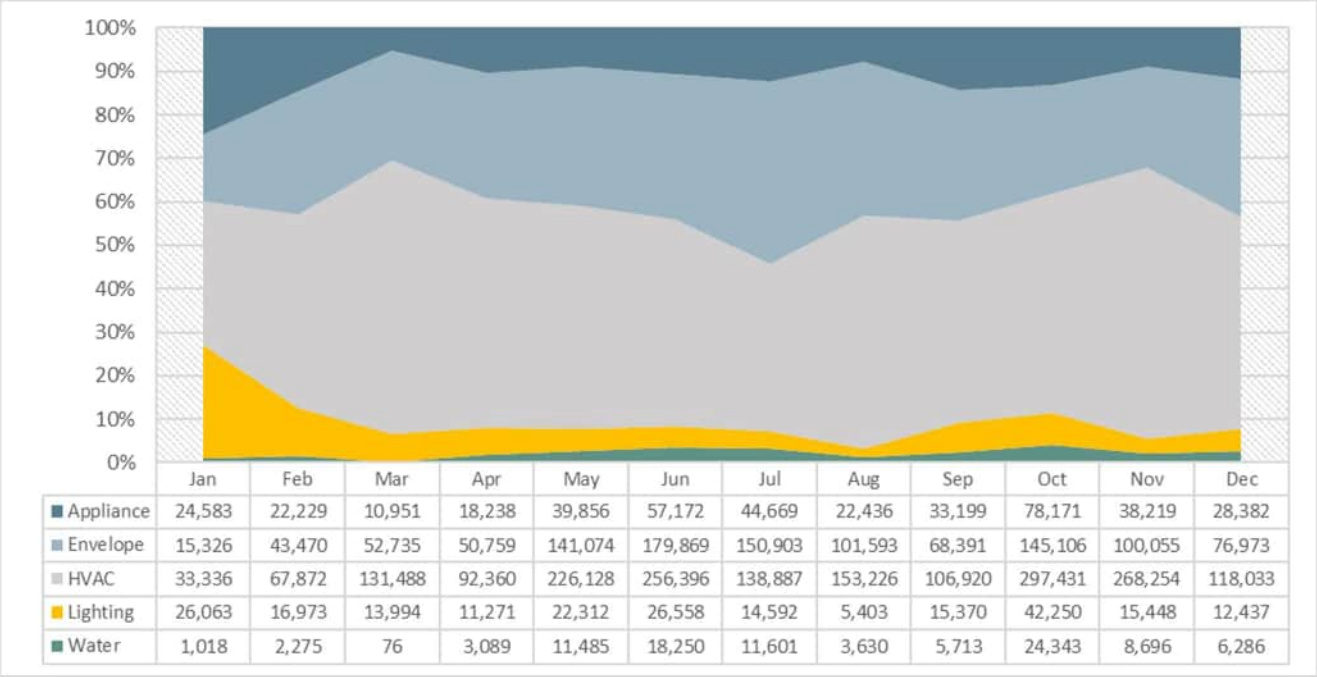


Figure 4-1 HPwES Contribution to Savings by End Use

In PY14, the HVAC measures (smart thermostat and duct sealing) contributed 50.3% of expected energy (kWh) savings (compared to 40.1% in PY13), the envelope measures (air infiltration and attic insulation) contributed 30.0% (compared to 20.7% in PY13) the lighting measures (LED lamp) contributed 5.9% (compared to 18.7% in PY13), the appliance measures (advanced power strip) contributed 11.1% (compared to 12.1% in PY13), and finally, the hot water measures (pipe wrap, aerator, showerhead) contributed 2.5% (compared to 8.3% of expected energy savings in PY13). The bulk of PY14 energy savings come from the duct sealing, air infiltration, and advanced power strips.

4.2.2 TIMING OF PROJECTS

The figure below shows *ex ante* energy savings (kWh) for HPwES by end use, by month.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Appliance	24,583	22,229	10,951	18,238	39,856	57,172	44,669	22,436	33,199	78,171	38,219	28,382
Envelope	15,326	43,470	52,735	50,759	141,074	179,869	150,903	101,593	68,391	145,106	100,055	76,973
HVAC	33,336	67,872	131,488	92,360	226,128	256,396	138,887	153,226	106,920	297,431	268,254	118,033
Lighting	26,063	16,973	13,994	11,271	22,312	26,558	14,592	5,403	15,370	42,250	15,448	12,437
Water	1,018	2,275	76	3,089	11,485	18,250	11,601	3,630	5,713	24,343	8,696	6,286

FIGURE 4-2 *EX ANTE* SAVINGS BY END USE BY MONTH

4.2.3 TRADE ALLIES

There are 15 trade allies in the HPwES program, one of which is the TPI, Franklin Energy (Franklin). Franklin is the sole installer of direct install measures and performs all assessments; the trade allies install air infiltration, attic insulation, and duct sealing. Franklin projects represent 21.6% of *ex ante* gross energy savings (kWh) and 35% of incentives paid.

The table below shows the distribution of savings across all trade allies and Franklin.

TABLE 4-5 HPWES TRADE ALLY ACTIVITY

Trade Ally	*Ex Ante* Gross Energy Savings (kWh)	% of kWh Savings
TA 1	1,558,232	41.5%
Franklin Energy	811,666	21.6%

TA 2	588,875	15.7%
TA 3	179,896	4.8%
TA 4	146,003	3.9%
TA 5	131,830	3.5%
TA 6	94,629	2.5%
TA 7	71,235	1.9%
TA 8	66,170	1.8%
TA 9	64,308	1.7%
TA 10	13,739	< 1%
TA 11	10,719	< 1%
TA 12	9,218	< 1%
TA 13	7,302	< 1%
TA 14	0	0.0%
Total	**3,753,820**	**100%**

4.2.4 GOAL ACHIEVEMENT

Total verified savings and percentage of goals for the HPwES are summarized in the tables below.

TABLE 4-6 PY14 HPWES PROGRAM VERIFIED SAVINGS

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex Post* Gross Savings (kW) Target	% to kW Target
3,404,313	110.1%	966.00	130.8%

4.3 EM&V Methodology

The HPwES program has received comprehensive impact and process evaluations in PY14. The evaluations performed site visits, trade ally interviews, and participant surveys which provided NTG and in-service rate estimates, feedback on program satisfaction and strategic recommendations for program improvement, and information on how trade ally experience program participation.

Verified savings were calculated using methods and inputs in the NO TRM V7.0 and incorporated results from literature reviews, participant surveys, property manager interviews and site visits to determine appropriate adjustment factors, such as in-service rates (ISR) for each measure.

4.3.1 SITE VISITS

The Evaluators performed fifty-four (54) site visits on projects in the program. The table below outlines the measures encountered and verified through the site visits.

TABLE 4-7 SITE VISIT SUMMARY

Measures	PY14 Measure Count	Expected Measure Count During PY14 Site Visits	Verified Measures Count During PY14 Site Visits
Advanced Power Strips	1,387	40	14
Air Infiltration	638	22	19
Duct Sealing	750	31	27
Faucet Aerators	349	15	3
LEDs	5,023	158	143
Low-Flow Showerheads	265	9	6

Smart Thermostats	217	6	6
Water Heater Pipe Insulation	628	22	19

Measure-specific findings of note are outlined in the bullets below:

- Air Infiltration: during the site visits conducted in PY14, the Evaluators' field staff conducted blower door testing in 19 homes to validate post-retrofit home leakage estimates indicated in program tracking data. The resulting average post-retrofit leakage estimate was calculated as 73.2% of expected leakage reductions. That is, of 19 homes the Evaluators found that the air infiltration $CFM50_{post}$ results were 26.8% lower than those reported in tracking data. The Evaluators opted to supplement the air infiltration site visit finding with literature review results, as well as blending the findings with ISRs from the NO TRM 6.1.
- Duct Sealing: during the site visits conducted in PY14, the Evaluators' field staff conducted duct system pressurization testing in 27 homes to validate post-retrofit duct leakage estimates indicated in program tracking data. The resulting average post-retrofit leakage estimate was calculated as 87.5% of expected leakage reductions. That is, of 27 homes the Evaluators found that duct sealing $CFM25_{post}$ results were 12.5% higher than those reported in tracking data. The Evaluators opted to supplement the air infiltration site visit finding with literature review results, as well as blending the findings with ISRs from the NO TRM 6.1.

Additional measure-specific impacts were derived from the PY14 participant survey, which is described further in Section 4.4.3.5 below.

4.3.2 DEEMED SAVINGS CALCULATIONS

4.3.2.1 Air Infiltration

Methods for deemed savings for air infiltration reduction came from the NO TRM V7.0, Section 1.4.7. Deemed savings multipliers were developed through EnergyGauge, a simulation software program. Multiple equipment configurations were simulated in developing savings values denominated in deemed savings per CFM50 of air leakage rate reduction. Table 4-8 summarizes the deemed savings values for New Orleans.

TABLE 4-8 DEEMED SAVINGS VALUES FOR AIR INFILTRATION REDUCTION

Equipment Type	kWh/CFM Savings	kW/CFM Savings
Electric AC with Gas Heat	0.4108	0.000331
Elec. Resistance w/ AC	1.0180	0.000332
Heat Pump	0.7210	0.000332

For example, consider a residence with electric AC and gas heat located. If the residence had a leakage rate of 7,200 CFM50 before air infiltration reduction and a leakage rate of 3,500 CFM50 after, then the residence would have an annual savings of:

$$Air\ Infiltration\ Savings = 0.4108 \frac{kWh\ Savings}{CFM_{50}} \times \left(7{,}200\ CFM_{50\ pre} - 3{,}500\ CFM_{50\ post}\right)$$

$$Air\ Infiltration\ Savings = 1{,}519.96\ kWh$$

4.3.2.2 Duct Sealing

Duct sealing savings were calculated using the following savings algorithms from the NO TRM V7.0, Section 1.3.8.

Energy (kWh) savings:

$$kWh_{savings\ (Cooling)} = \frac{(DL_{pre} - DL_{post}) \times EFLH_C \times (h_{out}\rho_{out} - h_{in}\rho_{in}) \times 60}{1{,}000 \times SEER}$$

$$kWh_{savings\ (Heating)} = \frac{\left(DL_{pre} - DL_{post}\right)/((CAP/12{,}000) \times 400) \times EFLH_h \times CAP \times TRFheat}{\eta\text{Heat} / 3{,}412}$$

Where:

DL_{pre} = Pre-improvement duct leakage at 25 Pa (ft3/min)
DL_{post} = Post-improvement duct leakage at 25 Pa (ft3/min)
ΔDSE = Assumed improvement in distribution system efficiency = 5% = 0.05
$EFLH_C$ = Equivalent Full Load Hours - cooling (1,637)
h_{out} = Outdoor design specific enthalpy (Btu/lb)
h_{in} = Indoor design specific enthalpy (Btu/lb.)
ρ_{out} = Density of outdoor air at 95°F = 0.0740 (lb/ft3)[5]
ρ_{in} = Density of conditioned air at 75°F = 0.0756 (lb./ft3)
$EFLH_H$ = Equivalent Full Load Hours - heating (600)
$12{,}000$ = Btu/ton conversion factor
$TRFheat$ = Thermal Regain Factor for heating = 1.0 Unconditioned; 0.4 Semi-conditioned space
ηHeat = Efficiency in COP of Heating equipment = Actual. If unavailable, use 1.0.
$3{,}412$ = Conversion of BTU/kWh.

Demand (kW) Reductions:

$$kW_{reductions} = \frac{kWh_{savings\ (Cooling)}}{EFLH_C} \times CF$$

$kWh_{savings\ (Cooling)}$ = Calculated kWh savings for cooling

$EFLH_C$ = Equivalent Full Load Hours - cooling (1,637)

CF = Coincidence factor = 0.77

[5] ASHRAE Fundamentals 2009, Chapter 1: Psychometrics, Equation 11, Equation 41, Table 2.

TABLE 4-9 DEEMED INPUT VALUES FOR DUCT SEALING CALCULATIONS

Parameter Input	Value
$EFLH_C$	1,637
$EFLH_H$	600
h_{out}	40
h_{in}	30
ρ_{in}	0.076
ρ_{out}	0.074
SEER	11.5
HSPF	7.30

4.3.2.3 LED Lamp

Methods for calculating deemed savings came from NO TRM V7.0. The methodology for ENERGY STAR directional, decorative, and omni-directional LED lamp is found in Sections 1.5.

$$kWh_{savings} = \left((W_{base} - W_{post})/1000\right) \times Hours \times ISR \times IEF_E$$

$$kW_{savings} = \left((W_{base} - W_{post})/1000\right) \times CF \times ISR \times IEF_D$$

Where:

W_{base} = Based on wattage equivalent of the lumen output of the installed
W_{post} = Actual wattage of LED lamp installed
$Hours$ = Average hours of use per year: 880.5 hours for indoor LED lamps, 4,319 hours for outdoor
IEF_E = Interactive Effects Factor to account for cooling energy savings and heating energy penalties
IEF_D = Interactive Effects Factor to account for cooling demand reductions and heating energy penalties
CF = Coincidence Factor, (11.12%)
ISR = In-Service Rate

TABLE 4-10 LED ENERGY AND DEMAND INTERACTIVE FACTORS

Parameter Input	IEF_E	IEF_D
Gas Heat with AC	1.10	1.29
Electric Resistance Heat with AC	0.83	1.29
Heat Pump	0.96	1.29
Heating/Cooling Unknown[6]	0.91	1.21

[6] Unknown factors are based on EnergyStar interactive effects, weighted by primary data collected on New Orleans typical HVAC arrangements.

The implementer, in accordance with the NO TRM V7.0, had trade allies collect the baseline bulb for each LED lamp direct installed in the program. The Evaluators counted those LED lamps and compared them to program counts.

4.3.2.4 Other Measures

For remaining measures, the Evaluators used the following NO TRM V7.0 sections and tables to verify savings.

TABLE 4-11 NO TRM V7.0 SECTIONS FOR OTHER MEASURES - HPWES

Measure	TRM Section	Calculated / Deemed	TRM Table(s)	Table Page(s)
Faucet Aerator	1.2.4	Deemed	Table 1-51	78
Attic Insulation	1.4.2	Deemed	Table 1-107, 1-108	136
Pipe Wrap	1.2.3	Calculated	N/A	N/A
Advanced Power Strip	1.1.7	Deemed	Table 1-17	37
Showerhead	1.2.5	Deemed	Table 1-59	86
Smart Thermostat	1.3.9	Deemed	Table 1-100	132

4.4 Evaluation Findings

Evaluation findings, by measure, can be reviewed in Section 4.1.

4.4.1 GROSS IMPACT FINDINGS

4.4.1.1 Advanced Power Strip (Tier 2)

Expected and verified savings for Tier 2 advanced power strips are summarized below. There were 1,387 units installed at 1,048 homes.

TABLE 4-12 PY13 HPWES EXPECTED AND VERIFIED ADVANCED POWER STRIP SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
418,104	330,479	79.0%	43.25	34.19	79.0%

4.4.1.2 Aerator (Bathroom & Kitchen)

Expected and verified savings for aerators are summarized below. There were 349 aerators installed in 247 homes.

TABLE 4-13 PY14 HPWES EXPECTED AND VERIFIED AERATORS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
13,318	10,669	80.1%	1.36	1.11	81.3%

4.4.1.3 Air Infiltration

The savings resulting from using NO TRM V7.0 algorithms and deemed savings parameters, plus the application of the measure ISR are summarized in Table 4-14. There were 638 installations.

TABLE 4-14 PY14 HPWES EXPECTED AND VERIFIED AIR INFILTRATION SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1,051,709	975,729	92.8%	404.89	367.27	90.7%

4.4.1.4 Attic Insulation

Expected and verified savings for the attic insulation projects are summarized below. There were 41 installations of this measure.

TABLE 4-15 PY14 HPWES EXPECTED AND VERIFIED ATTIC INSULATION SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
74,545	74,825	100.4%	133.63	133.29	99.7%

4.4.1.5 Duct Sealing

The savings resulting from using NO TRM V7.0 algorithms and deemed savings parameters, plus the application of the measure ISR are summarized in Table 4-16. There were 750 installations of duct sealing.

TABLE 4-16 PY14 HPWES EXPECTED AND VERIFIED DUCT SEALING SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1,815,901	1,986,872	109.4%	610.24	694.87	113.9%

4.4.1.6 LED Lamp (Direct Install)

Expected and verified savings LED lamps are summarized below. There were 3,207 specialty and 1,816 standard LED lamps; installed in both indoor and outdoor applications.

TABLE 4-17 PY13 HPWES EXPECTED AND VERIFIED LED SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
222,671	221,011	99.3%	25.08	25.04	99.8%

4.4.1.7 Water Heater Pipe Wrap

Expected and verified savings for the pipe wrap projects are summarized below. Pipe wrap was installed at 190 residences.

TABLE 4-18 PY13 HPWES EXPECTED AND VERIFIED PIPE WRAP SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
22,722	20,617	90.7%	2.57	2.34	90.8%

4.4.1.8 Low-Flow Showerhead

Expected and verified savings for showerheads are summarized below. There were 265 low-flow showerheads installed at 157 residences.

TABLE 4-19 PY14 HPWES EXPECTED AND VERIFIED SHOWERHEADS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
60,420	53,924	89.2%	6.28	5.61	89.3%

4.4.1.9 Smart Thermostat

Expected and verified savings for smart thermostats are summarized below. There were 217 smart thermostats installed at 186 residences.

TABLE 4-20 PY13 HPWES EXPECTED AND VERIFIED SMART THERMOSTAT SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
74,431	73,994	99.4%	0.00	0.00	N/A

4.4.1.10 Avoided Replacement Cost

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarizes the ARC by measure in HPwES.

Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 4-21 SUMMARY OF ARC FOR HPWES

LED Lamp Type	*Ex Post* Gross ARCs ($)	*Ex Post* Net ARCs ($)	NPV ARCs ($)
LED 11W A-Type (Standard)	$160	$158	$158
LED 11W BR30 (Specialty)	$1,907	$1,880	$1,880
LED 15W A-Type (Outdoor) (Standard)	$20	$20	$20
LED 15W PAR38 (Outdoor) (Specialty)	$776	$766	$766
LED 5W Candelabra (Specialty)	$3,679	$3,628	$3,628
LED 6W Globe (Specialty)	$380	$375	$375
LED 8W BR30 (Specialty)	$352	$347	$347
LED 9W A-Type (Outdoor) (Standard)	$16	$16	$16
LED 9W A-Type (Standard)	$3,104	$3,062	$3,062
Total	**$10,395**	**$10,251**	**$10,251**

Sums may differ due to rounding.

4.4.2 NET IMPACT FINDINGS

The Evaluators conducted surveys and applied net-to-gross ratios based on their results. PY13 results were used in the absence of sufficient responses.

- The Participant survey responses were used to estimate the net energy impacts of the program. The program net savings are equal to gross savings, less savings associated with free-ridership, plus participant spillover savings.
- To estimate program-level free-ridership, the Evaluator calculated free-ridership scores for major and direct install measures, weighted by the participants' gross energy savings. The major and direct install measure free-ridership ratios were used to factor the program verified gross savings for the two measure types to estimate free-ridership.
- A spillover ratio was developed by dividing the total energy savings resulting from spillover measures by the total gross energy savings for the sample of survey respondents. The methodology is cited in Section 3.3.2.3.4. We did not find attributable spillover for kits; we found a spillover ratio of 0.5% for the program.

The tables below summarize the net impacts for the HPwES program.

TABLE 4-22 PY13 HPWES PROGRAM NET SAVINGS

Ex Post Gross Energy Savings (kWh)	*Ex Post* Net Energy Savings (kWh)	NTG kWh	*Ex Post* Gross Demand Reductions (kW)	*Ex Post* Net Demand Reductions (kW)	NTG kW
3,748,121	3,670,030	97.9%	1,263.71	1,236.13	97.8%

4.4.3 PROCESS FINDINGS

The Evaluators conducted a process evaluation in PY14 of the HPwES. Process activities included a database review, participant survey, and staff and implementer interviews.

The HPwES program aligns with the Department of Energy (DOE) requirements and uses a whole-house approach. This program may or may not include customer co-pay, dependent on the trade ally costs and if they exceed the incentive; all residential customers who live in a single-family home are eligible. The activities used to support this evaluation are summarized in Table 4-23.

TABLE 4-23 HPWES DATA COLLECTION ACTIVITIES

Evaluation Activity	Sample Size	Impact	Process
Staff & TPI Interviews	4		X
Database Reviews	Census	X	X
Participant Surveys	62	X	X
Desk Reviews	Census	X	
Site Visits	54	X	X

4.4.3.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff, one APTIM staff, and one Franklin staff; ENO staff participated in one interview and APTIM and Franklin staff participated in a second interview. These in-depth interviews aimed to learn more about HPwES program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

4.4.3.1.1 *Program Description*

HPwES is designed to achieve long-term, significant cost-effective electric savings through the use of local auditors and trade allies who help residential customers analyze their energy use and identify opportunities to improve efficiency, install low-cost energy-saving measures, and identify and implement more comprehensive home efficiency projects.

HPwES offers three levels of home energy audits. The Level I Assessment will include a "walk-through" inspection and direct installation of low-cost measures, such as LEDs and water conservation measures. To generate additional savings at the time of the audit, demand response-enabled smart thermostats were added as a direct install measure. The Level II and III Assessments are comprehensive home inspections with diagnostic testing, performed by a qualified trade ally, targeted to achieve deeper savings within the home.

To meet the needs of New Orleans' unique housing stock of double shot-gun homes and smaller multifamily configurations, the offering now includes all buildings with four or fewer units in the HPwES offering. Structures of this size and construction type often behave and function more like single-family homes, with owners often occupying one of the units, thus minimizing the split-incentive barrier.

4.4.3.1.2 *Program Implementation*

Franklin's team conducts an assessment and installs direct install measures during one appointment and then uses the assessment report to determine what other measure upgrades the home requires. Once necessary upgrades are identified, the home is assigned to a trade ally who schedules an appointment with the customer, completes the installation, and submits the rebate application.

In PY14, the Energy Smart program had approximately 15-18 active trade allies across all the residential programs. Degrees of participation among the trade allies varies, and program staff try assign project leads based on capacity and performance.

The program did not experience any major measure changes in PY14. Due to EISA regulations LED savings are being reduced over the next two years, however assessors and trade allies can continue to replace incandescent bulbs with LEDs until 2025. Moving forward, ENO will not offer lighting kits; staff are still deciding whether non-lighting measures, such as faucet aerators and showerheads, will be offered in a kit. In the past, lighting kits were used as a lead generating source for other programs, with 10% of kit recipients converting into HPwES or Income Qualified program participants.

Staff noted that savings per home have continued to increase, as trade allies perform more comprehensive upgrades.

4.4.3.1.3 *Marketing*

Energy Smart program employs a variety of marketing strategies to increase interest and engagement in the HPwES program. Marketing strategies include outreach by Thrive and trade ally partners, one pagers, bill inserts, and website banners. Staff noted that trade ally recruitment is the leading driver of participation; if a trade ally refers to a customer, they will perform that customers work following the assessment.

Staff also noted that they improved their trade ally navigator tool in PY14, streamlining the application and participation process for both trade allies and customers.

4.4.3.2 Participant Survey Results

HPwES is designed to achieve long-term, significant cost-effective electric savings through the use of local auditors and trade allies who will help residential customers analyze their energy use and identify opportunities to improve efficiency, install low-cost energy-saving measures, and identify and implement more comprehensive home efficiency projects.

HPwES will offer three levels of home energy audits. The Level I Assessment will include a "walk-through" inspection and direct installation of low-cost measures, such as LEDs and water conservation measures. To generate additional savings at the time of the audit, demand response-enabled smart thermostats were added as a direct install measure. Level II and III Assessments are comprehensive home inspections with diagnostic testing, performed by a qualified trade ally, targeted to achieve deeper savings within the home.

To meet the needs of New Orleans' unique housing stock of double shot-gun homes and smaller multifamily configurations, the offering now includes all buildings with four or fewer units in the HPwES offering. Structures of this size and construction type often behave and function more like single-family homes, with owners often occupying one of the units, thus minimizing the split-incentive barrier.

A total of 62 customers of Entergy New Orleans who participated in the Home Performance with Energy Star (HPwES) program completed the survey. Program participants received different services depending on qualifications and preferences. The table below shows the number of respondents who received each service.

TABLE 4-24 RESPONDENT PROGRAM PARTICIPATION (N=62)

RESPONDENTS	PY13 Count	PY14 Count
Total Completed Surveys	100	62
Received Major Measure Improvements	12	37
Received Direct Installment Measure Improvements	12	41
Received an Energy Saving Kit	75	--
Received LED bulbs in Energy Saving Kit (73) or through Direct Installment (11)	84	--

4.4.3.2.1 *Awareness and Motivations*

Nearly half heard about the HPwES program from an email they received from Entergy. The program's success is paying off in that word of mouth is driving interest almost as much as email invitations in 2024.

TABLE 4-25 PROGRAM AWARENESS AND INFLUENCE (N=62)

Source	2023 (n=100)	2024 (n=62)
Email from Entergy	65%	44%
Friend, family member, or colleague	15%	34%

Bill insert or utility mailer	11%	15%
Program website	7%	6%
A print advertisement	1%	6%
Program representative	2%	5%
Through an internet search or advertisement	4%	5%
Home energy consultant	2%	2%
A radio or television advertisement	2%	2%
Contractor	4%	0%
Social media post (e.g., Facebook, Twitter)	4%	0%
Other	1%	5%

Nine in ten respondents were motivated to join the program to save money on utility bills. The next most frequent factors were to conserve energy and improve the comfort of the home.

TABLE 4-26 MOTIVATIONS FOR PARTICIPATING (N=62)

Reason	2023 (n=100)	2024 (n=62)
Save money on energy bills	79%	92%
Conserve energy/Protect the environment	64%	68%
Improve the comfort of your home	33%	52%
Become as energy efficient as my friends or neighbors	21%	39%
Get the free equipment/discount/rebate	56%	35%
Find out if there were any structural problems with my home	2%	34%
Improve the value of the residence	19%	26%
Other	4%	0%

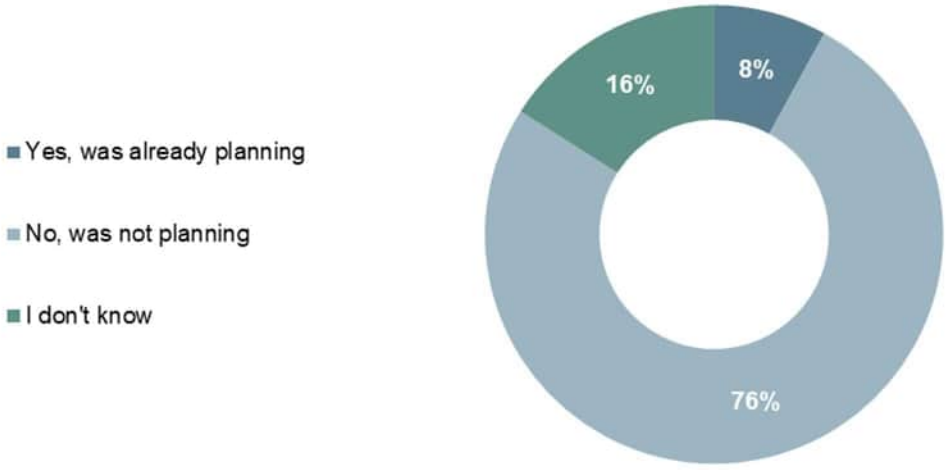
4.4.3.2.2 *Home Energy Assessments*

TABLE 4-27 NUMBER OF RESPONDENTS WHO RECEIVED A HOME ENERGY ASSESSMENT THROUGH THE PROGRAM

Assessment	Count
Received Assessment	50

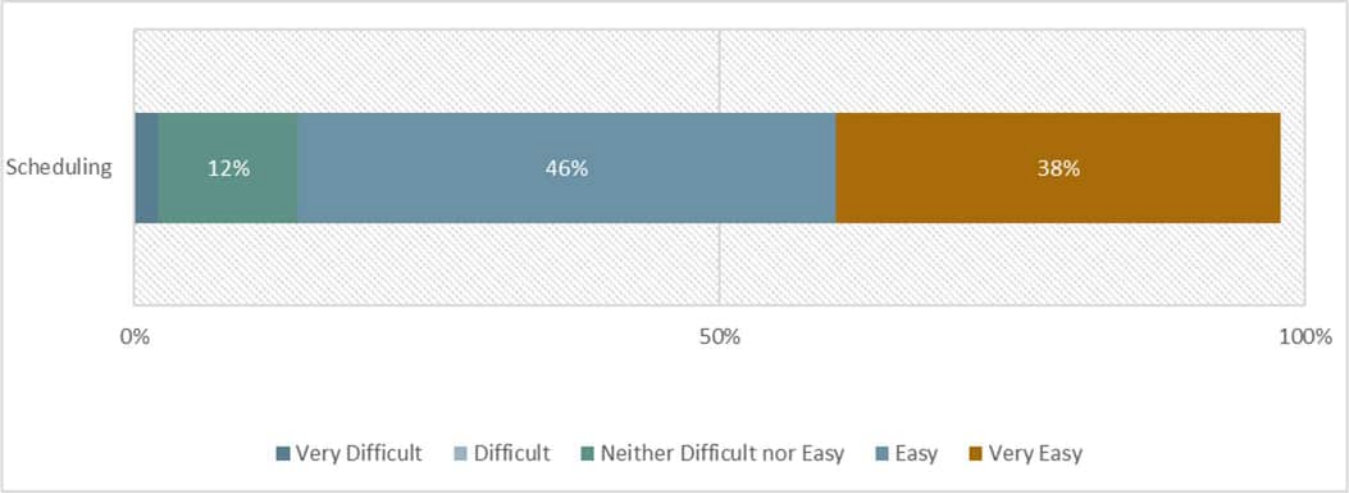
Most were not planning on having a home energy assessment for their home before learning about the program.

FIGURE 4-3 PLANNING TO HAVE ENERGY ASSESSMENT BEFORE HEARING ABOUT THE PROGRAM (N=50)



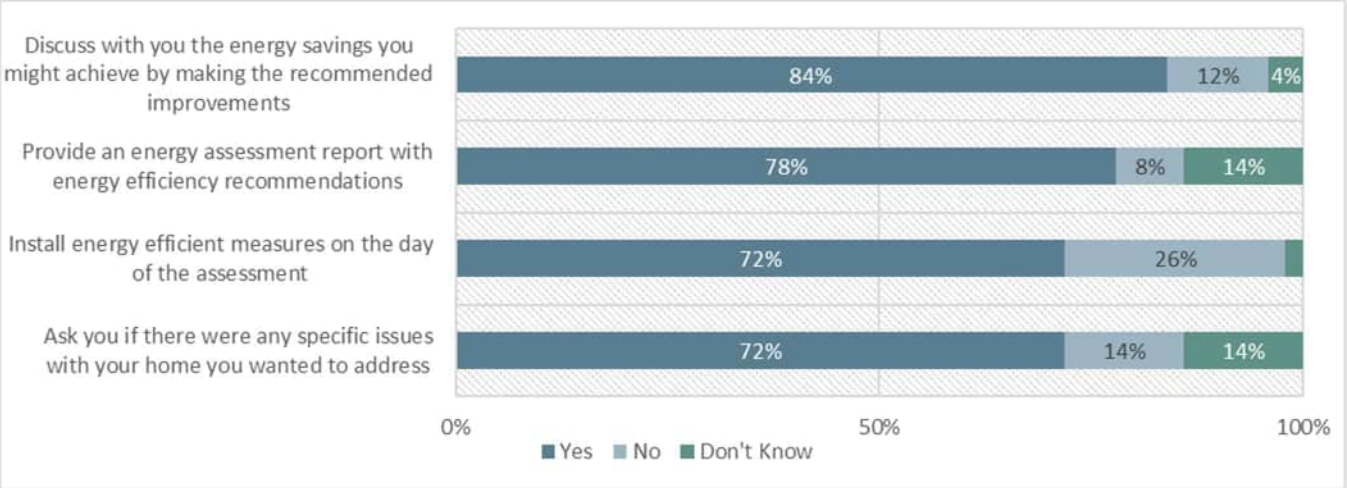
Most found that scheduling the assessment was easy. Four out of five respondents say that scheduling a home energy assessment is easy or very easy.

FIGURE 4-4 HOME ENERGY ASSESSMENT: SCHEDULING APPOINTMENTS (N=50)



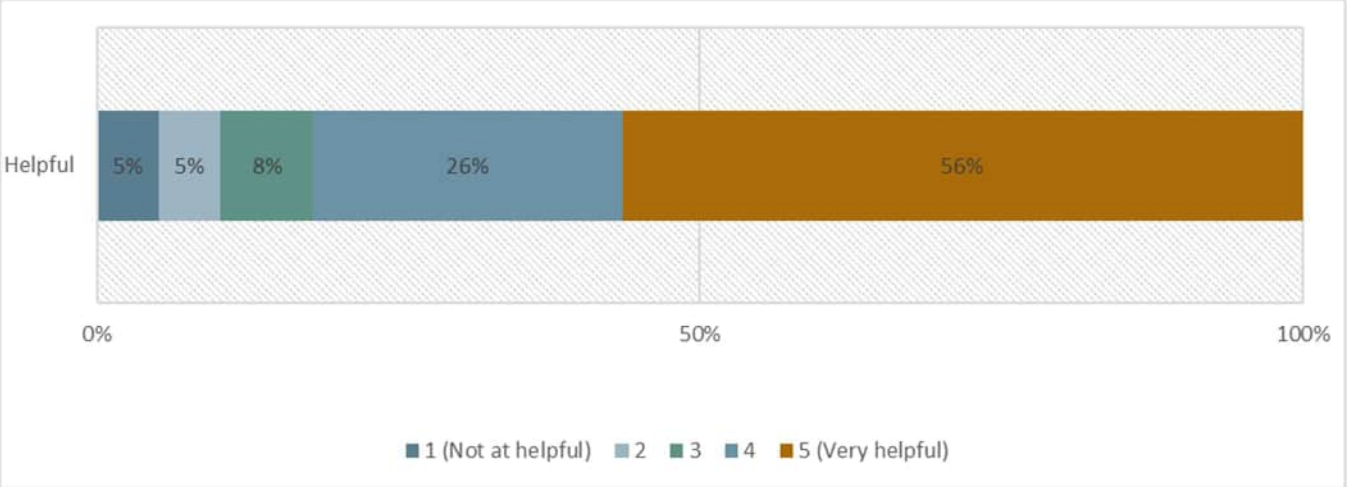
More than 8 in 10 respondents said the energy assessment included a discussion about the ways the recommended improvement might save energy. Just over 3 out of 4 reported that energy efficiency recommendations were provided. Additionally, 7 in 10 reported that energy efficiency measures were completed on that day. While a quarter did not have energy efficiency measures installed the day of the assessment. 7 in 10 of those who received an assessment said they were asked if they had any specific issues with their home they wanted addressed.

FIGURE 4-5 HOME ENERGY ASSESSMENT TASKS ACCOMPLISHED (N=50)



Most respondents who received a home energy report found the report helpful.

FIGURE 4-6 HOME ENERGY ASSESSMENT: HOW HELPFUL WAS THE REPORT? (N=39)



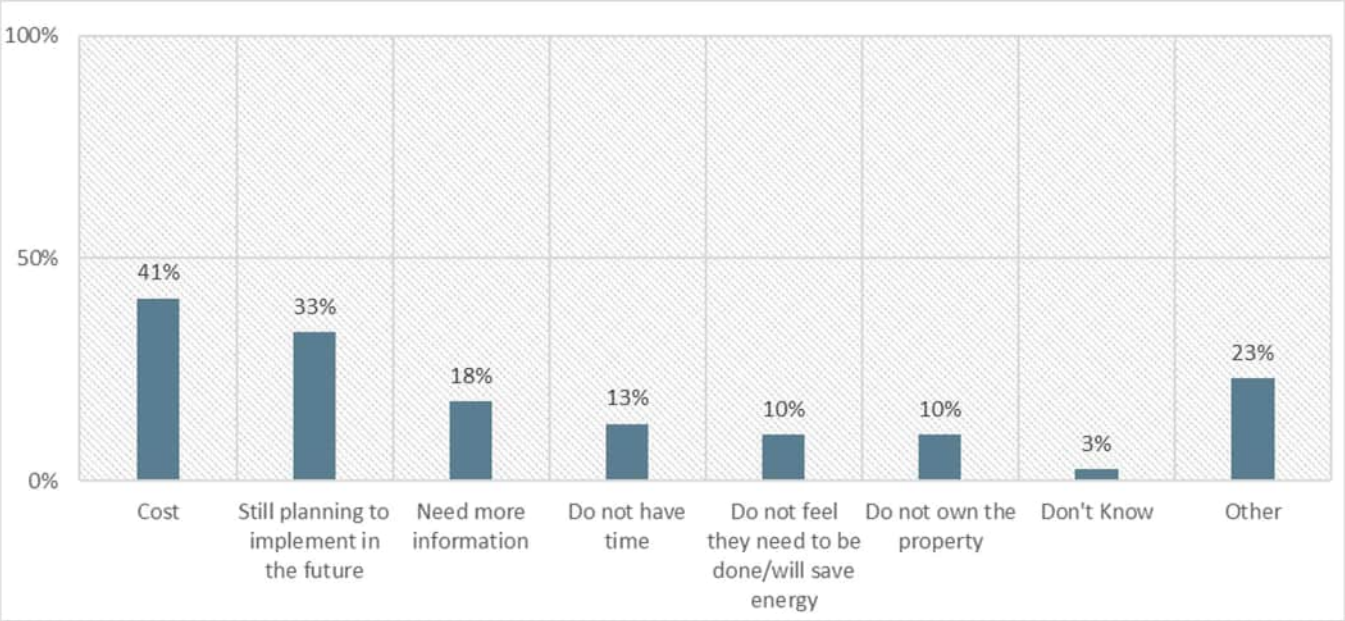
About 3 in 4 have made at least some of the recommended improvements. While few, 1 in 5, completed all of the recommended improvements.

TABLE 4-28 IMPROVEMENTS MADE BASED ON HOME ENERGY ASSESSMENT (N=50)

Made all	20%	76% Have made at least some
Made some but not all	56%	
Have not made any	22%	
Don't know	2%	

Cost was the most common reason for not having made the recommended improvements. And about one-third are still planning to make the recommended improvements.

FIGURE 4-7 REASONS FOR NOT MAKING ALL RECOMMENDED IMPROVEMENTS (N=39)



4.4.3.2.3 *Major Measure Improvements*

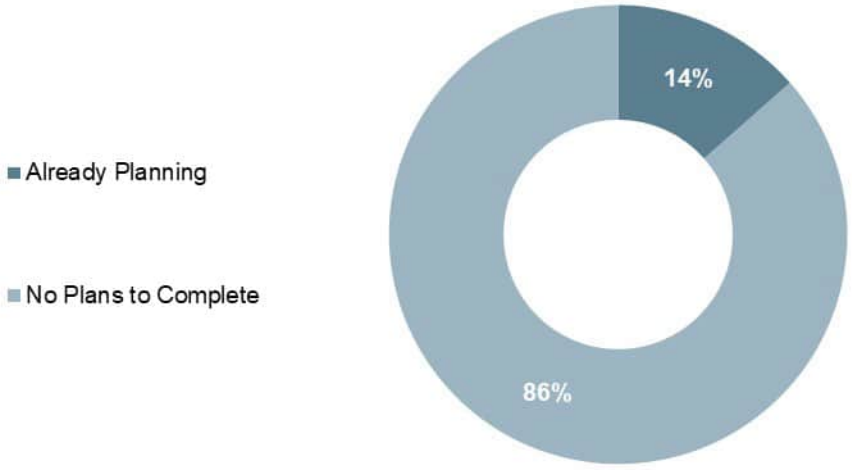
Of the 62 respondents who participated in the program, 37 received at least one of the major measure improvements.

TABLE 4-29 NUMBER OF RESPONDENTS WHO RECEIVED MAJOR MEASURE IMPROVEMENTS VIA HPWES PROGRAM (N=37)

Major Measure Improvements	# of Improvements completed
Air sealing / air filtration	28
Duct sealing	25
Smart thermostat	6
Attic / ceiling insulation	1
Total	**37**

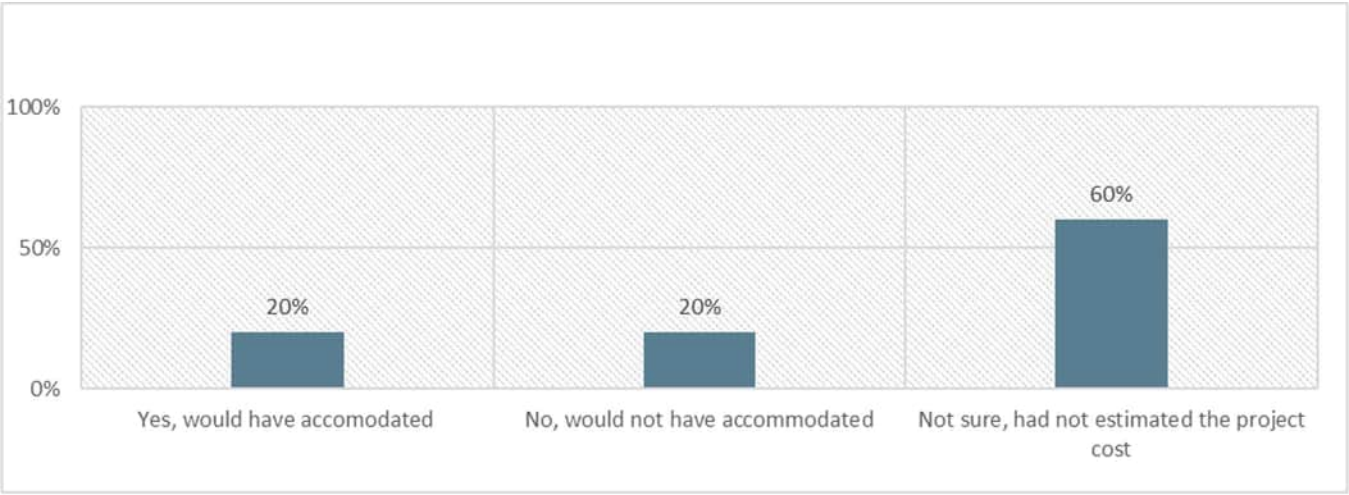
Of the 37 respondents who received a major measure improvement, 5 were already planning to make the improvement, although just one had the budget to do so.

FIGURE 4-8 RESPONDENTS PLANNING ON COMPLETING THE SAME PROJECT BEFORE LEARNING OF THE PROGRAM (N=37)



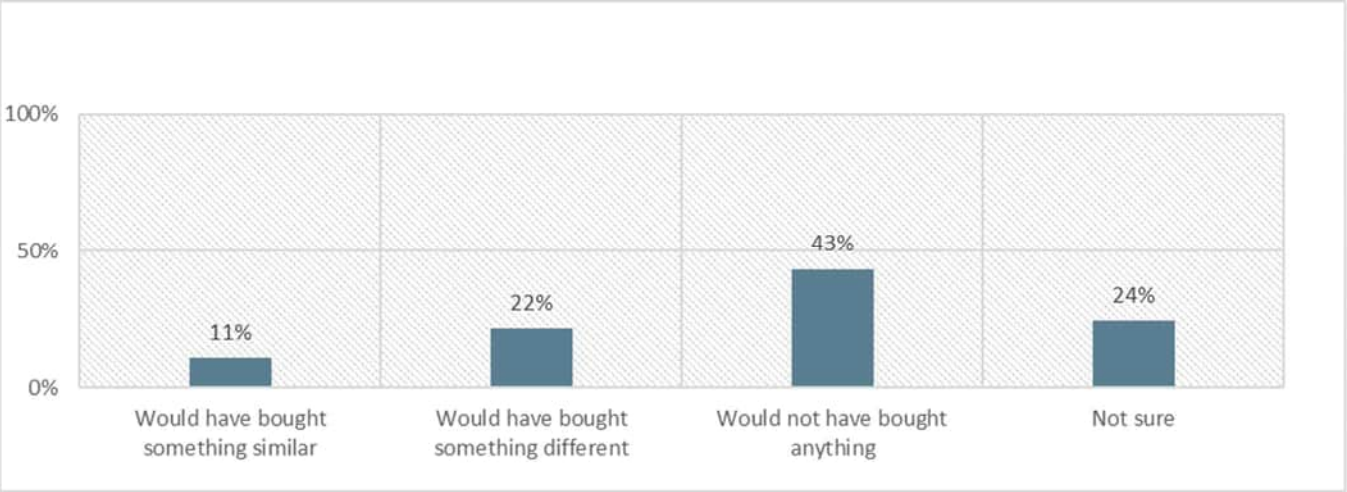
Only one respondent stated that their budget would have covered the project, whether completed through the program or not. The majority were unsure if their budget would have been sufficient.

FIGURE 4-9 IMPACT OF PROGRAM COMPLETION ON PROJECT BUDGET ACCOMMODATION (IF ALREADY PLANNING) (N=5)



Among those who installed a major measure, only 1 in 10 believe they would have purchased a similar one. Over 2 in 5 would not have purchased anything at all.

FIGURE 4-10 IMPACT OF PROGRAM INCENTIVES ON MEASURE PURCHASES AND ALTERNATIVE ACTIONS (N=37)



4.4.3.2.4 *Familiarity with Direct Install Measures*

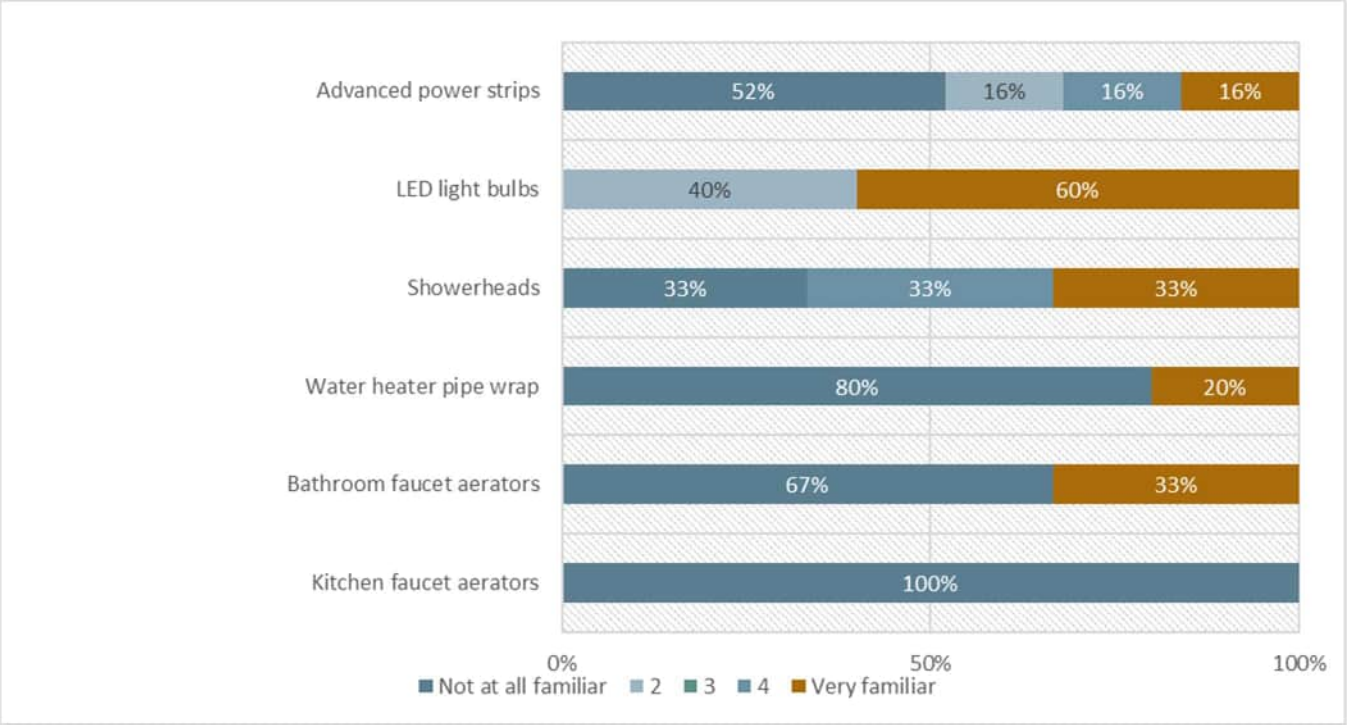
Survey responses show varying levels of familiarity with different energy-saving products, with some measures widely recognized and others relatively unknown. Notably, five out of the six measures had a majority of respondents indicating they were "Not at all familiar" with them.

Kitchen faucet aerators had the lowest awareness, with all respondents (100%) stating they were not at all familiar with this product. Similarly, water heater pipe wrap and bathroom faucet aerators also had low recognition, with 80% and 67% of respondents, respectively, indicating no familiarity. Advanced power strips followed closely, with just over half (52%) of respondents unfamiliar with them. Showerheads showed a more balanced awareness, with responses evenly distributed across different familiarity levels.

In contrast, LED light bulbs stood out as the most recognized measure, with 60% of respondents stating they were "Very familiar" with them.

The findings suggests that, while awareness of traditional energy-efficient lighting is high, there is still a significant gap in familiarity with other energy-saving measures, particularly those related to water conservation and power management.

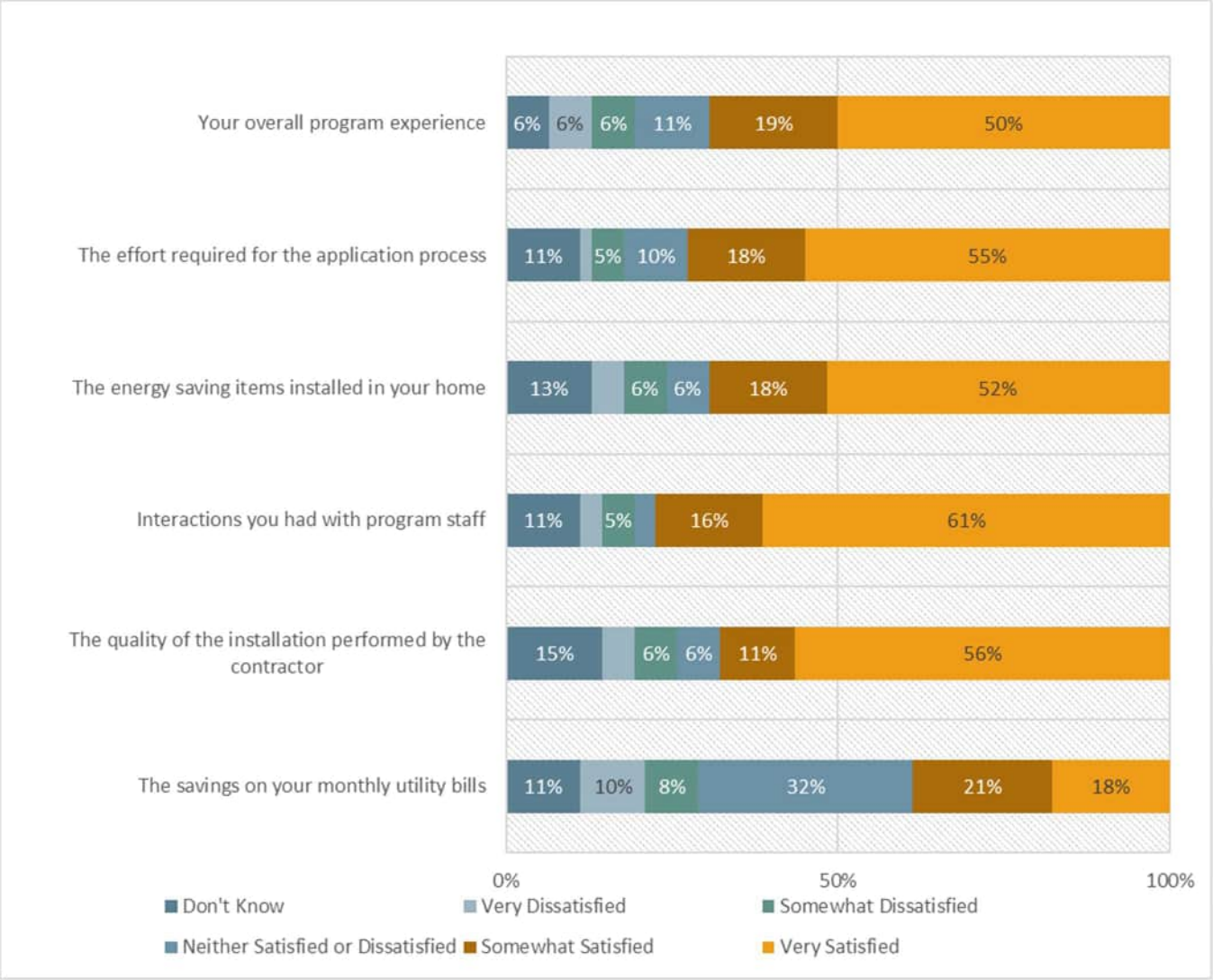
FIGURE 4-11 FAMILIARITY WITH ENERGY-SAVING MEASURES PRIOR TO PARTICIPATING IN THE PROGRAM



4.4.3.2.5 *Satisfaction*

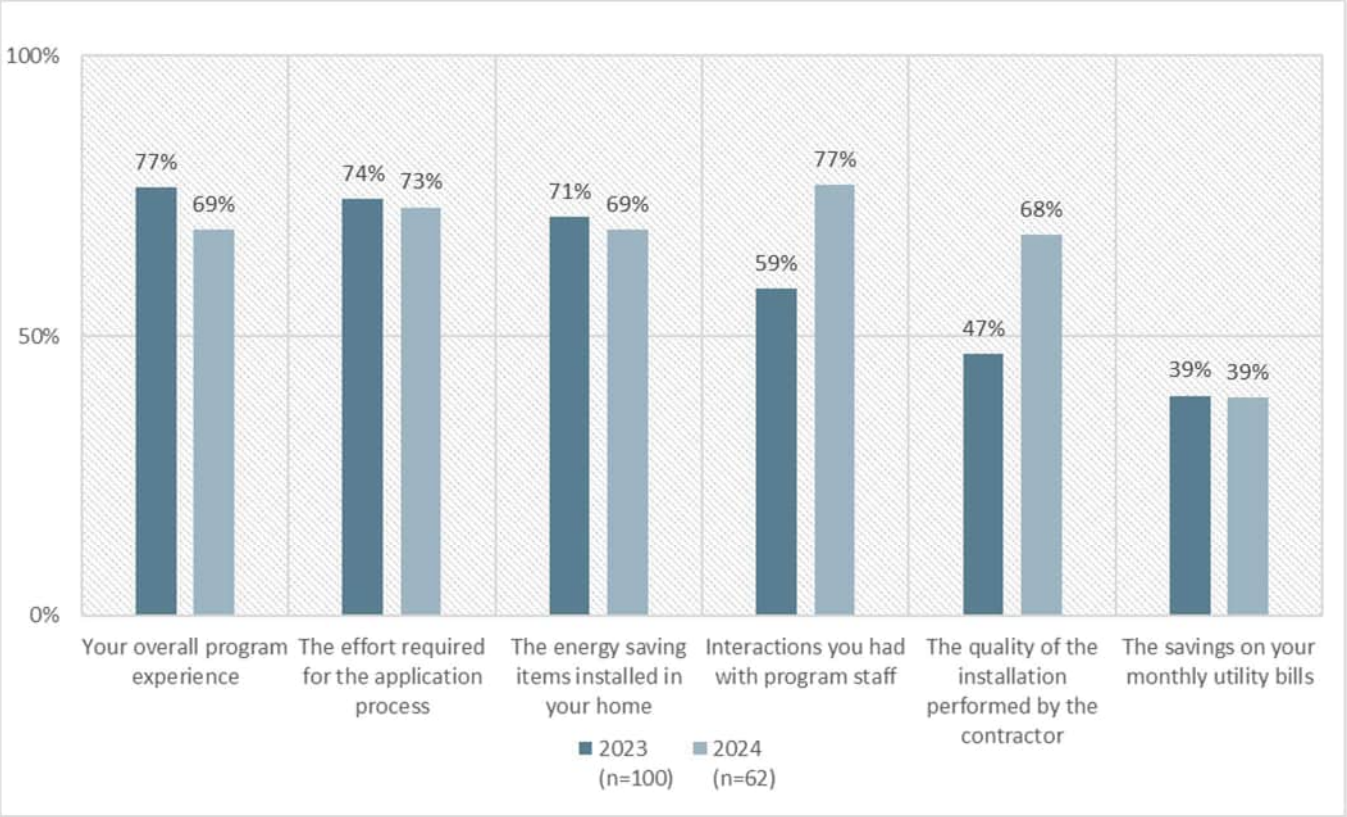
While respondents are generally satisfied with most aspects of the HPwES program, just 2 in 5 are at even somewhat satisfied with the savings on their monthly utility bills. Additionally, only half are satisfied with the quality of the installation performed by the contractor.

FIGURE 4-12 SATISFACTION WITH ASPECTS OF PROGRAM (N=62)



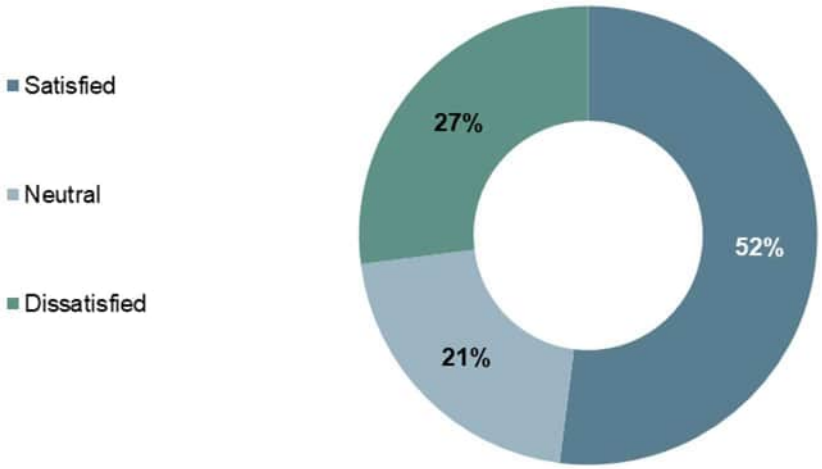
Notable improvements this year over last include improvements in interactions with staff members and the quality of the installation by the contractor.

FIGURE 4-13 SATISFACTION 2023 V. 2024 TOP 2 BOX (SOMEWHAT + VERY SATISFIED)



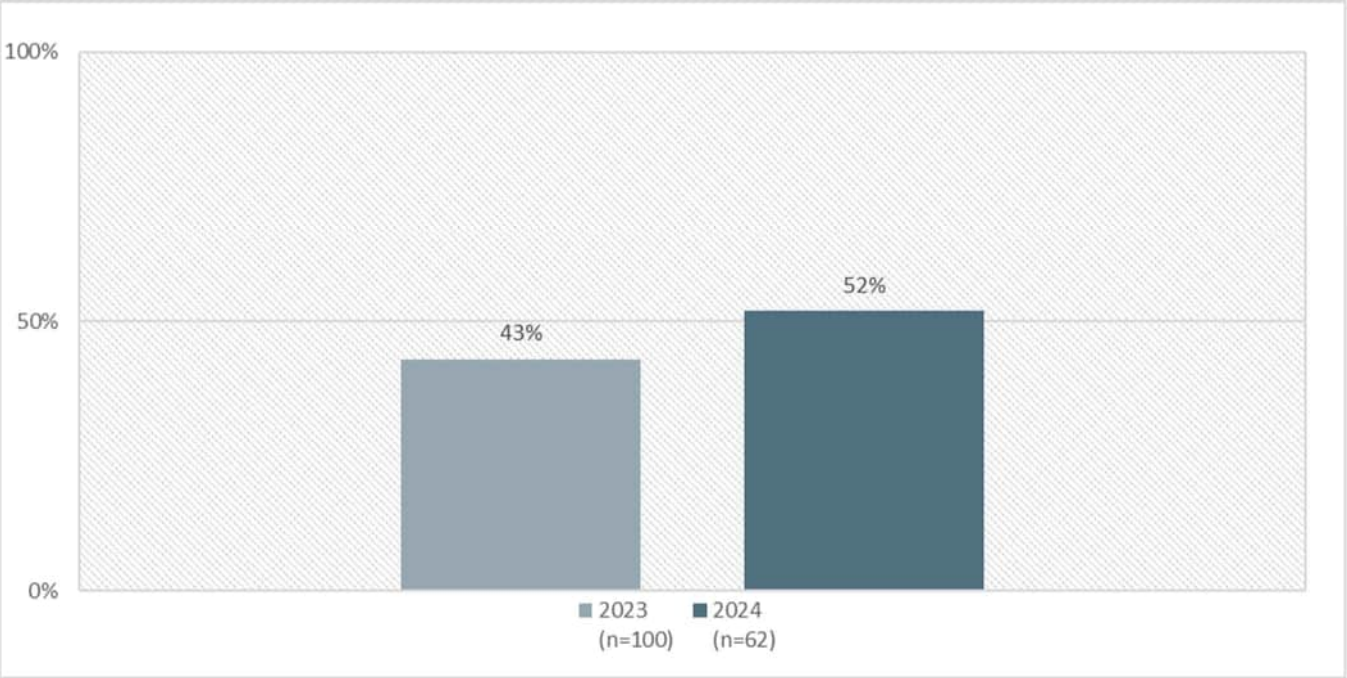
Over half of HPwES respondents report being satisfied with Entergy; and just one in five are dissatisfied with Entergy.

FIGURE 4-14 SATISFACTION WITH ENTERGY (N=62)



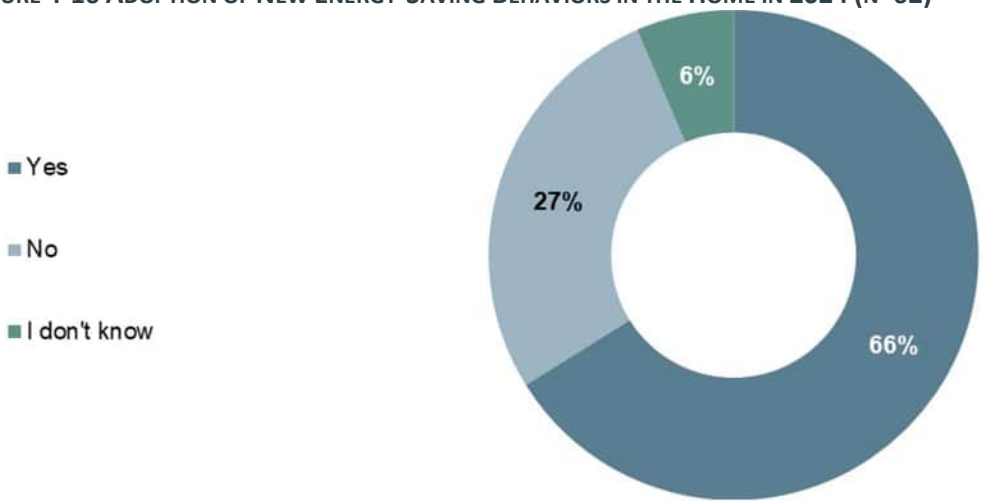
Satisfaction with Entergy has improved over the last year.

FIGURE 4-15 SATISFACTION WITH ENTERGY 2023 V. 2024 - % SATISFIED WITH ENTERGY (N=62)



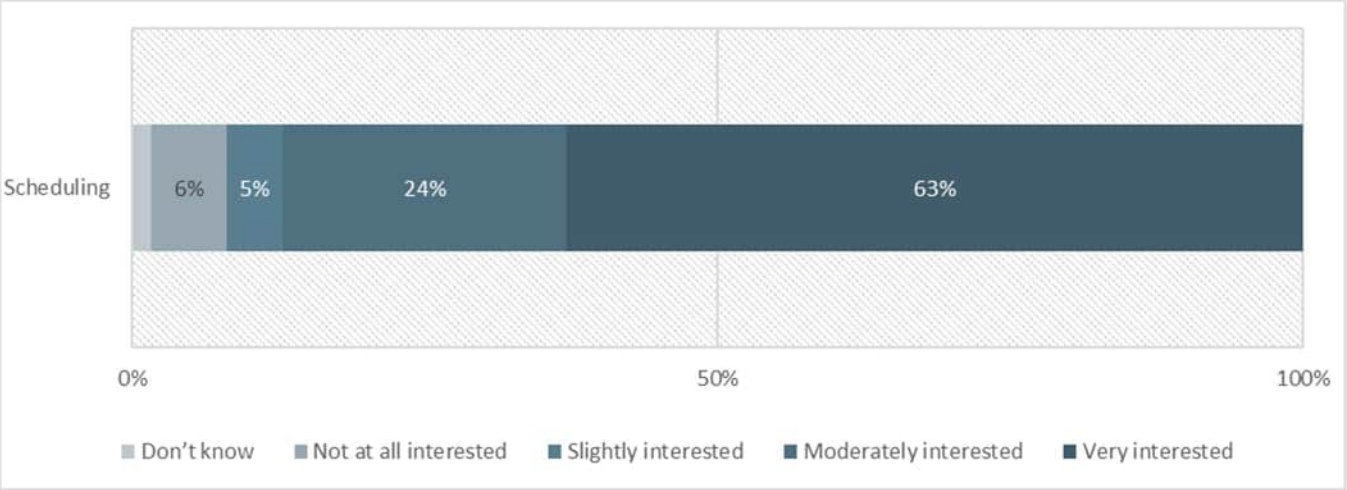
2 in 3 have adopted new energy saving behaviors this year.

FIGURE 4-16 ADOPTION OF NEW ENERGY-SAVING BEHAVIORS IN THE HOME IN 2024 (N=62)



Nearly 9 in 10 are interested in receiving additional information on energy-saving tips and rebate programs from Entergy.

FIGURE 4-17 INTEREST IN RECEIVING ADDITIONAL INFORMATION ON ENERGY-SAVING TIPS AND REBATE PROGRAMS FROM ENTERGY (N=62)



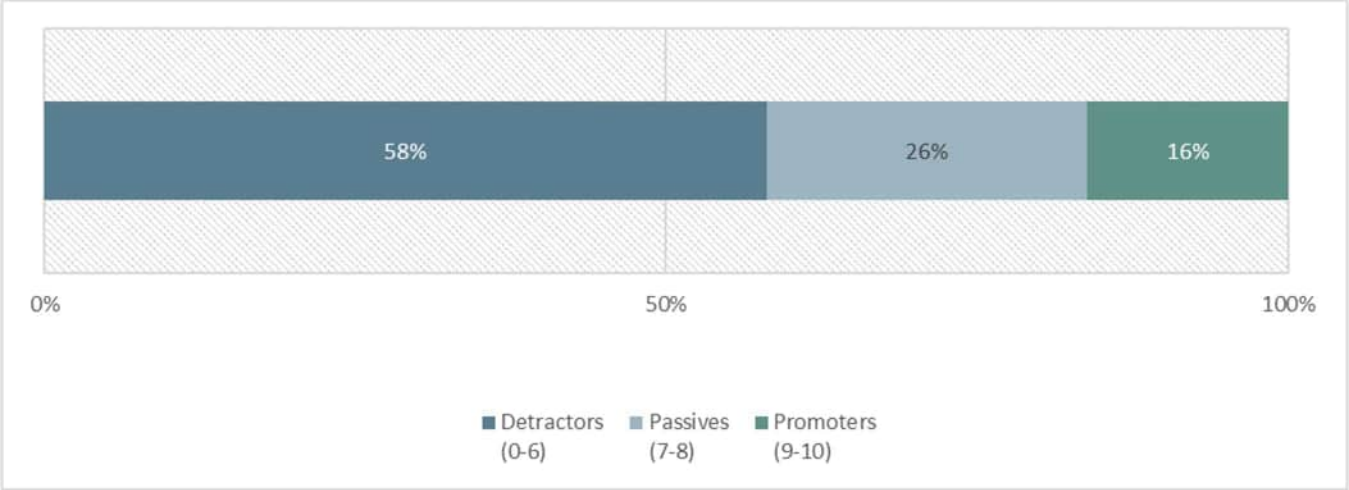
Email is the most preferred contact method to receive information on energy saving equipment and improvements.

TABLE 4-30 PREFERRED CONTACT METHOD (N=62)

Contact Method	(n = 62)
Email	50%
Bill inserts	15%
Text messages	13%
Home energy report	10%
Entergy's customer engagement portal	3%
Newsletter	3%
Entergy's Energy Smart website	2%
Telephone call	2%
Social media	2%
Don't know	2%

For most respondents, Entergy does not inspire them to the extent that they would recommend the utility provider to others. Just 16% say they would be likely to recommend the company to a friend or colleague. This result is not surprising for this type of business, yet it will be an interesting metric to follow for improvements or declines over time.

TABLE 4-31 LIKELIHOOD OF RECOMMENDING ENTERGY NEW ORLEANS TO A FRIEND OR COLLEAGUE, ASSUMING UTILITY PROVIDER OPTIONS (N=62)



4.5 Findings and Recommendations

Findings and Conclusions:

- Expanded Eligibility and Deeper Savings: The program now includes multifamily buildings with four or fewer units to better serve New Orleans' unique housing stock. Trade allies are performing more comprehensive upgrades, increasing per-home savings.
- Evolving Measure Offerings: Due to EISA regulations, LED savings will phase out by 2025. Staff are considering whether to continue offering non-lighting measures, such as faucet aerators and showerheads, in kits.
- Trade Ally-Driven Participation: The program relies heavily on trade allies for customer recruitment and project implementation. Staff enhanced the trade ally navigator tool in PY14 to streamline participation.
- Customer Awareness and Motivation: Nearly half of participants heard about the program through email, but word-of-mouth referrals have become an increasingly significant driver of participation. Most participants joined to save money on their utility bills, but only two in five were satisfied with their actual savings.
- Impact of Major Measure Improvements: Customers who received air sealing, duct sealing, and insulation upgrades reported energy efficiency improvements, with most stating they would not have completed these upgrades without the program. Cost remains a primary barrier to completing all recommended measures.

Recommendations:

- Strengthen Trade Ally Recruitment and Support: Given trade allies' central role, staff could expand recruitment efforts and provide additional training or incentives to encourage consistent participation and quality upgrades. The benchmarking research on utility trade ally programs provides information on different approaches utilities have used to engage and manage trade allies.

- Refine Measure Offerings for Lead Generation: Since past lighting kits helped convert participants into other programs, staff could explore alternative lead generation methods, such as targeted outreach to previous kit recipients or bundling efficiency measures with other residential offerings.
- Improve Customer Communication on Cost Savings: Since most participants are motivated by bill savings, but only a third are satisfied with realized savings, consider providing clearer expectations and guidance on long-term savings potential. Implement follow-up engagement, such as personalized energy reports or online tools to help customers track and understand their savings over time.
- Expand Outreach Strategies: With word-of-mouth becoming a significant driver of participation, staff could leverage referral incentives, testimonials, and community-based outreach efforts to attract new customers. Partnering with local organizations and neighborhood groups could further enhance program awareness.

5 INCOME QUALIFIED WEATHERIZATION

5.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable.

TABLE 5-1 PY14 IQW ENERGY SAVINGS (KWH)

Measure	Ex Ante Gross Savings (kWh)	Realization Rate (kWh)	Ex Post Gross Savings (kWh)	NTG	Ex Post Net Savings (kWh)
Advanced Power Strip	288,529	80.5%	232,140	100.00%	232,140
Air Infiltration	835,224	93.6%	781,841	100.00%	781,841
Audit	0	N/A	N/A	N/A	N/A
Ceiling Insulation	883,937	100.3%	886,738	100.00%	886,738
Custom Repairs	0	N/A	N/A	N/A	N/A
Duct Sealing	1,270,408	111.0%	1,410,715	100.00%	1,410,715
Faucet Aerator	15,640	97.0%	15,174	100.00%	15,174
LED 11W A-Type (Standard)	1,553	98.6%	1,531	100.00%	1,531
LED 11W BR30 (Specialty)	19,982	101.9%	20,358	100.00%	20,358
LED 15W A-Type (Outdoor) (Standard)	4050.7	93.2%	3,777	100.00%	3,777
LED 15W PAR38 (Outdoor) (Specialty)	62,602	95.8%	59,994	100.00%	59,994
LED 5W Candelabra (Specialty)	35,986	96.2%	34,616	100.00%	34,616
LED 6W Globe (Specialty)	4,611	96.2%	4,437	100.00%	4,437
LED 8W BR30 (Specialty)	2,285	99.7%	2,278	100.00%	2,278
LED 9W A-Type (Outdoor) (Standard)	239	96.2%	230	100.00%	230
LED 9W A-Type (Standard)	31,676	96.0%	30,409	100.00%	30,409
Low-Flow Showerhead	54,948	88.6%	48,676	100.00%	48,676
Smart Thermostat	53,508	99.4%	53,194	100.00%	53,194
Water Heater Pipe Insulation	15,959	79.1%	12,616	100.00%	12,616
Total	**3,581,137**	**100.5%**	**3,598,721**	**100.00%**	**3,598,721**

Sums may differ due to rounding.

TABLE 5-2 PY14 IQW DEMAND REDUCTIONS (KW)

Measure	Ex Ante Gross Reductions (kW)	Realization Rate (kW)	Ex Post Gross Reductions (kW)	NTG	Ex Post Net Reductions (kW)
Advanced Power Strip	29.74	80.5%	23.92	100.0%	23.92
Air Infiltration	373.86	94.7%	354.23	100.0%	354.23
Audit	0.00	N/A	N/A	N/A	N/A
Ceiling Insulation	1678.18	98.2%	1648.76	100.0%	1648.76
Custom Repairs	0.00	N/A	N/A	N/A	N/A
Duct Sealing	444.10	113.8%	505.35	100.0%	505.35
Faucet Aerator	1.62	97.6%	1.58	100.0%	1.58
LED 11W A-Type (Standard)	0.27	98.6%	0.27	100.0%	0.27
LED 11W BR30 (Specialty)	3.30	101.9%	3.36	100.0%	3.36
LED 15W A-Type (Outdoor) (Standard)	0.00	N/A	0.00	N/A	0.00
LED 15W PAR38 (Outdoor) (Specialty)	0.00	N/A	0.00	N/A	0.00
LED 5W Candelabra (Specialty)	5.96	96.6%	5.76	100.0%	5.76
LED 6W Globe (Specialty)	0.83	96.2%	0.80	100.0%	0.80
LED 8W BR30 (Specialty)	0.35	99.7%	0.35	100.0%	0.35
LED 9W A-Type (Outdoor) (Standard)	0.00	N/A	0.00	N/A	0.00
LED 9W A-Type (Standard)	5.51	96.5%	5.31	100.0%	5.31
Low-Flow Showerhead	5.71	88.6%	5.06	100.0%	5.06
Smart Thermostat	0.00	N/A	0.00	N/A	0.00
Water Heater Pipe Insulation	1.81	79.1%	1.43	100.0%	1.43
Total	**2,551.22**	**100.2%**	**2,556.17**	**100.0%**	**2,556.17**

Sums may differ due to rounding.

TABLE 5-3 PY14 IQW LIFETIME SAVINGS SUMMARY

Measure	EUL	Ex Post Gross Lifetime Energy Savings (kWh)	Ex Post Net Lifetime Energy Savings (kWh)
Advanced Power Strip	10	2,321,399	2,321,399
Air Infiltration	11	8,600,247	8,600,247
Audit	1	N/A	N/A
Ceiling Insulation	20	17,734,751	17,734,751
Custom Repairs	1	N/A	N/A
Duct Sealing	18	25,392,861	25,392,861
Faucet Aerator	10	151,744	151,744
LED 11W A-Type (Standard)	1.5	2,297	2,297
LED 11W BR30 (Specialty)	1.5	30,537	30,537
LED 15W A-Type (Outdoor) (Standard)	1.5	5,665	5,665
LED 15W PAR38 (Outdoor) (Specialty)	1.5	89,991	89,991
LED 5W Candelabra (Specialty)	1.5	51,924	51,924
LED 6W Globe (Specialty)	1.5	6,655	6,655
LED 8W BR30 (Specialty)	1.5	3,417	3,417
LED 9W A-Type (Outdoor) (Standard)	1.5	345	345
LED 9W A-Type (Standard)	1.5	45,613	45,613
Low-Flow Showerhead	10	486,756	486,756
Smart Thermostat	11	585,131	585,131
Water Heater Pipe Insulation	13	164,004	164,004
Total	**15**	**55,673,337**	**55,673,337**

Sums may differ due to rounding.

TABLE 5-4 PY14 IQW PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
Advanced Power Strip	946	$47,300
Air Infiltration	656	$449,919
Audit	854	$140,870
Ceiling Insulation	478	$799,200
Custom Repairs	1	$6,500
Duct Sealing	599	$451,190
Faucet Aerator	413	$2,635
LED 11W A-Type (Standard)	47	$376
LED 11W BR30 (Specialty)	460	$3,680
LED 15W A-Type (Outdoor) (Standard)	17	$221
LED 15W PAR38 (Outdoor) (Specialty)	270	$3,510
LED 5W Candelabra (Specialty)	1216	$8,512
LED 6W Globe (Specialty)	173	$1,211
LED 8W BR30 (Specialty)	45	$360
LED 9W A-Type (Outdoor) (Standard)	2	$14
LED 9W A-Type (Standard)	1155	$6,930
Low-Flow Showerhead	243	$3,705
Smart Thermostat	156	$27,300
Water Heater Pipe Insulation	443	$886
Total	**8,174**	**$1,954,318**

Sums may differ due to rounding.

5.2 Program Description

The Income Qualified Weatherization (IQW) program, implemented by Frankin, offers comprehensive weatherization services to qualified low-income, single-family homes and low-rise, multi-family dwellings of four or fewer units. The program also provides comprehensive home assessments, direct install measures, as well as deeper energy efficiency upgrades when necessary. The Program's objective is to educate customers on their energy usage, identify opportunities for energy savings specific to their home, and prioritize a wide range of energy conservation measures that will allow customers to save energy.

Customers with household incomes of 200% the federal poverty level are eligible to participate in the IQW program and will receive a home energy assessment and necessary upgrades at no cost. Customers' income qualification is determined by online scheduling tool or the Energy Smart call center when scheduling home energy assessment.

5.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

The evaluation approach for PY14 included the following activities: database review, desk reviews, site visits, and participant surveys.

A total of 1,151 (853 assessments, 7,320 measures installed) households participated in IQW. Below,

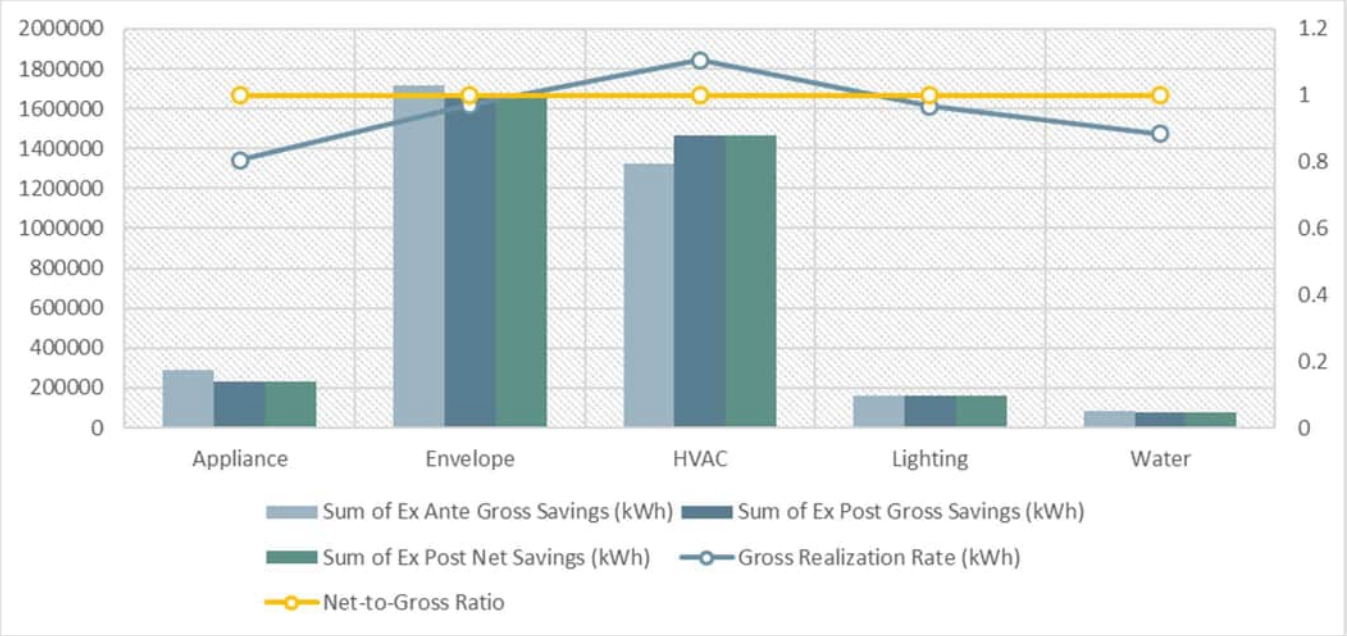


Figure 5-1 shows individual measure contribution as part of the overall offering expected savings.

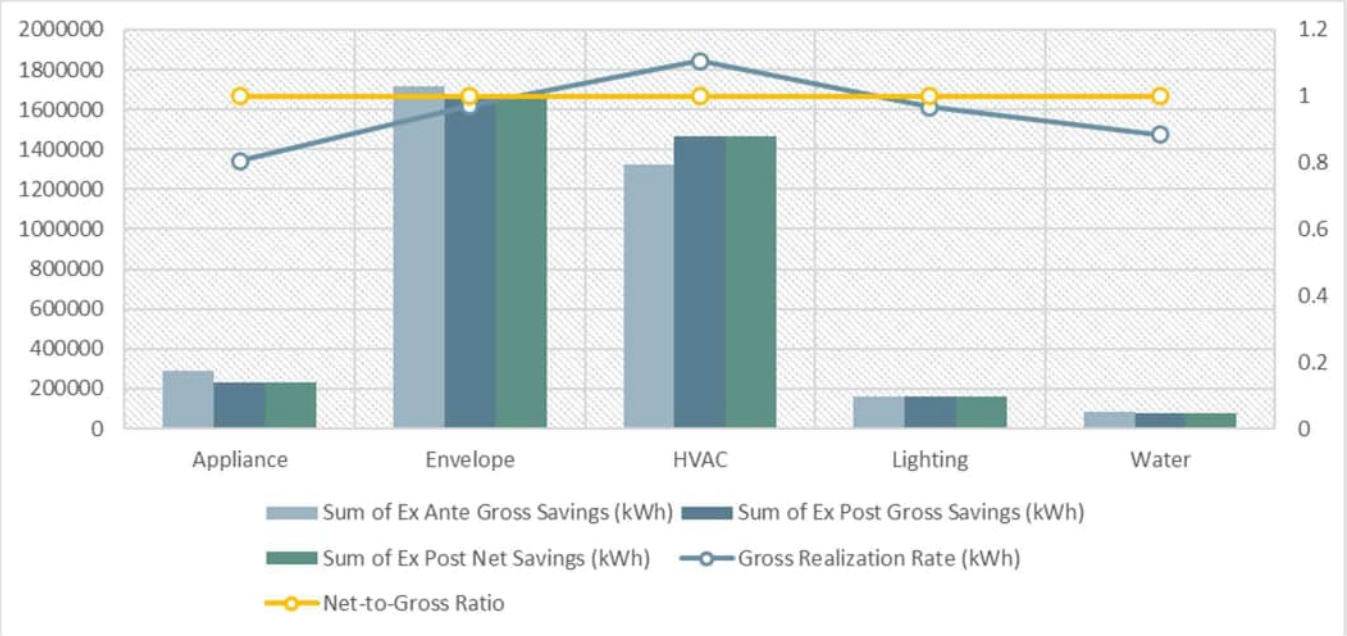


FIGURE 5-1 IQW SAVINGS CONTRIBUTION BY END USE

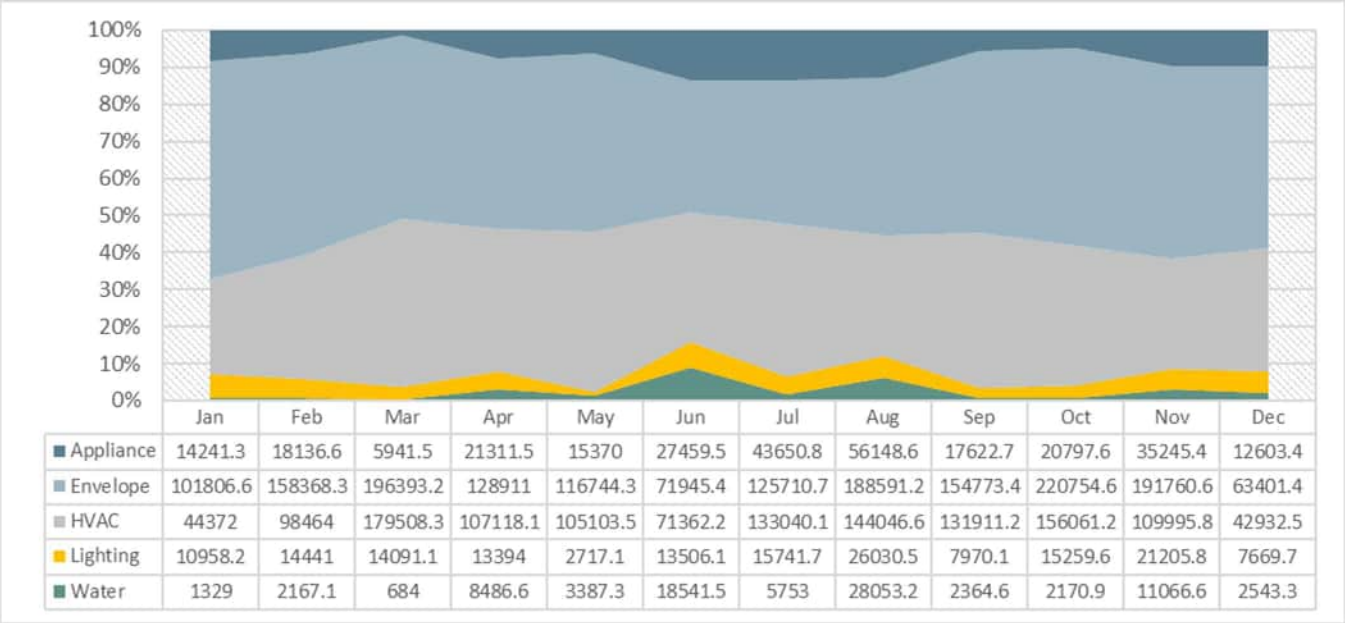
In PY14, the HVAC measures (smart thermostat and duct sealing) contributed 40.0% of expected energy (kWh) savings (compared to 48.5% in PY13), the envelope measures (air infiltration and attic insulation) contributed 48.0% (compared to 32.5% in PY13), the lighting measures (LED lamp) contributed 4.6% (compared to 8.0% in PY13), the appliance measures (advanced power strip) contributed 8.1% (compared to 5.8% PY13), and the hot water measures (pipe wrap, aerator, showerhead) contributed 2.4% (compared to 5.1% of expected savings in

PY13). The bulk of PY14 energy savings (kWh) come from the duct sealing, air infiltration, and attic insulation projects.

Finally, in PY14 there were a total of 1,151 distinct homes accounting for 3,581,137 kWh of expected savings. Compared to PY13, there were a total of 1,574 distinct homes accounting for 4,363,127 kWh of expected savings. This accounts for a 26.8% decrease in participation and a 17.9% decrease in expected savings in PY14.

5.2.2 TIMING OF PROJECTS

The figure below shows *ex ante* energy savings (kWh) for IQW by end use, by month.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Appliance	14241.3	18136.6	5941.5	21311.5	15370	27459.5	43650.8	56148.6	17622.7	20797.6	35245.4	12603.4
Envelope	101806.6	158368.3	196393.2	128911	116744.3	71945.4	125710.7	188591.2	154773.4	220754.6	191760.6	63401.4
HVAC	44372	98464	179508.3	107118.1	105103.5	71362.2	133040.1	144046.6	131911.2	156061.2	109995.8	42932.5
Lighting	10958.2	14441	14091.1	13394	2717.1	13506.1	15741.7	26030.5	7970.1	15259.6	21205.8	7669.7
Water	1329	2167.1	684	8486.6	3387.3	18541.5	5753	28053.2	2364.6	2170.9	11066.6	2543.3

FIGURE 5-2 *EX ANTE* SAVINGS BY END USE BY MONTH

5.2.3 TRADE ALLIES

The IQW program had 19 participating trade allies in PY14. Twelve of the reported trade allies perform weatherization work, including the following measures: duct sealing, attic insulation, air Infiltration.

Additionally, in place of trade allies, the implementer (Franklin) installs all direct install measures, including the following: advanced power strip, smart thermostat, water heater pipe wrap, aerator, low-flow showerhead, and all lighting. They performed all assessments, representing 17% of the claimed savings. The top performing TA, not Franklin, installs air infiltration, attic insulation, and duct sealing. The table below shows the distribution of savings across all trade allies and the implementer.

TABLE 5-5 IQW TRADE ALLY ACTIVITY

Trade Ally	Energy Savings (kWh)	% of Savings
TA 1	667,450	19%
Franklin Energy	591,569	17%
TA 2	575,434	16%
TA 3	294,093	8%
TA 4	269,874	8%

TA 5	239,209	7%
TA 6	229,696	6%
TA 7	148,486	4%
TA 8	128,669	4%
TA 9	115,407	3%
TA 10	95,900	3%
TA 11	82,441	2%
TA 12	56,691	2%
TA 13	34,666	< 1%
TA 14	26,871	< 1%
TA 15	17,718	< 1%
TA 16	5,940	< 1%
TA 17	1,026	< 1%
TA 18	0	< 1%

Sums may differ due to rounding.

5.2.4 GOAL ACHIEVEMENT

Total verified savings and percentage of goals for the IQW program are summarized in the table below.

TABLE 5-6 PY13 IQW PERFORMANCE TOWARDS GOALS AND TARGETS

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	Ex Post Gross Savings (kW) Target	% to kW Target
3,220,972	111.7%	66.00	3,873.0%

Sums may differ due to rounding.

5.3 EM&V Methodology

Impact savings were calculated using methods and inputs in the NO TRM V7.0 and incorporated results from historic on-site testing where appropriate.

5.3.1 SITE VISITS

The Evaluators performed 34 site visits on projects in the IQW program. The table below outlines the measures captured in site visits.

TABLE 5-7 SITE VISIT SUMMARY

Measures	PY14 Measure Count	Expected Measure Count During PY14 Site Visits	Verified Measures Count During cPY14 Site Visits
Advanced Power Strips	946	18	6
Air Infiltration	656	28	27
Ceiling Insulation	478	17	17
Duct Sealing	599	27	22
Faucet Aerators	413	6	6
LEDs	3,385	173	153
Low-Flow Showerheads	243	6	5
Smart Thermostats	156	6	6

Water Heater Pipe Insulation	443	12	8

Measure-specific findings of note are outlined in the bullets below:

- Air Infiltration: During the site visits conducted in PY14, the Evaluators' field staff conducted blower door testing in 27 homes to validate post-retrofit home leakage estimates indicated in program tracking data. The resulting average post-retrofit leakage estimate was calculated as 87.3% of expected leakage reductions. That is, of 27 homes the Evaluators found that air infiltration $CFM50_{post}$ results were 12.7% lower than those reported in tracking data. The Evaluators opted to supplement the air infiltration site visit finding with literature review results, as well as blending the findings with ISRs from the NO TRM 7.0.
- Duct Sealing: During the site visits conducted in PY14, the Evaluators' field staff conducted duct system pressurization testing in 22 homes to validate post-retrofit duct leakage estimates indicated in program tracking data. The resulting average post-retrofit leakage estimate was calculated as 99.6% of expected leakage reductions. That is, of 22 homes the Evaluators found that duct sealing $CFM25_{post}$ results were 0.4% lower than those reported in tracking data. The Evaluators opted to supplement the air infiltration site visit finding with literature review results, as well as blending the findings with ISRs from the NO TRM 7.0

Additional measure-specific impacts were derived from the PY14 participant survey.

ISR results are presented in the table below. LED lamps and duct sealing impacts are from site visits alone; the remaining result are from the PY14 participant survey or a blended approach. All results were benchmarked against similar programs in the region to ensure they are within industry standards.

The largest barrier to scaling site visits was effective participant contact information.

5.3.2 DEEMED SAVINGS CALCULATIONS

Impact methodologies for IQW are the same as described for HPwES, described in Section 4.3.2.

5.4 Evaluation Findings

5.4.1 GROSS IMPACT FINDINGS

The followings sections outline the results of the gross impact evaluation of the IQW program.

5.4.1.1 Aerator

Expected and verified savings for PY14 IQW aerators are summarized below. There were 413 aerators installed in 286 residences.

TABLE 5-8 PY14 IQW EXPECTED AND VERIFIED AERATORS SAVINGS

Ex post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex post* Gross Savings (kW) Target	% to kW Target
3,220,972	111.7%	66.00	3873.0%

5.4.1.2 Advanced Power Strip (Tier 2)

Expected and verified savings for advanced power strips are summarized below. There were 946 advanced power strips installed at 729 residences. The slightly lower realization rate may be attributed to the measure ISR that was applied in PY14.

TABLE 5-9 PY14 IQW EXPECTED AND VERIFIED ADVANCED POWER STRIPS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
288,529	232,140	80.5%	29.74	23.92	80.5%

5.4.1.3 Air Infiltration

Expected and verified savings for the air infiltration projects are summarized below. There were 656 air infiltration projects at the same number of residences. The slightly lower realization rate may be attributed to the measure ISR that was applied in PY14.

TABLE 5-10 PY14 IQW EXPECTED AND VERIFIED AIR INFILTRATION SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
835,224	781,841	93.6%	373.86	354.23	94.7%

5.4.1.4 Attic Insulation

Expected and verified savings for the attic insulation projects are summarized below. Attic insulation was installed at 478 residences.

TABLE 5-11 PY14 IQW EXPECTED AND VERIFIED ATTIC INSULATION SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
883,937	886,738	100.3%	1678.18	1648.76	98.2%

5.4.1.5 Duct Sealing

Expected and verified savings for duct sealing projects are summarized below. Duct sealing was installed at 599 residences.

TABLE 5-12 PY14 IQW EXPECTED AND VERIFIED DUCT SEALING SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1,270,408	1,410,715	111.0%	444.10	505.35	113.8%

5.4.1.6 LED Lamp (Direct Install)

Expected and verified savings for LED lamps are summarized below. There were 3,385 LED lamps installed in 544 residences.

TABLE 5-13 PY14 IQW EXPECTED AND VERIFIED LEDS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
162,985	157,629	96.7%	16.21	15.84	97.7%

5.4.1.7 Water Heater Pipe Wrap

Expected and verified savings for water heater pipe wrap projects are summarized below. Pipe wrap was installed in 134 residences. The slightly lower realization rate may be attributed to the measure ISR that was applied in PY14.

TABLE 5-14 PY14 IQW EXPECTED AND VERIFIED PIPE WRAP SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
15,959	12,616	79.1%	1.81	1.43	79.1%

5.4.1.8 Low-Flow Showerhead

Expected and verified savings for low-flow showerheads are summarized below. There were 243 low-flow showerheads installed in 149 residences.

TABLE 5-15 PY14 IQW EXPECTED AND VERIFIED SHOWERHEADS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
54,948	48,676	88.6%	5.71	5.06	88.6%

5.4.1.9 Smart Thermostat

Expected and verified savings for smart thermostats are summarized below. There were 156 smart thermostats installed at 149 residences.

TABLE 5-16 PY14 IQW EXPECTED AND VERIFIED SMART THERMOSTATS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
53,508	53,194	99.4%	0.00	0.00	N/A

5.4.1.10 Avoided Replacement Cost

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarizes the ARC by measure in IQW.

Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 5-17 SUMMARY OF ARC

Measure	*Ex Post* Gross ARCs ($)	*Ex Post* Net ARCs ($)	*NPV of* ARCs ($)
LED 11W A-Type (Standard)	$84	$84	$84
LED 11W BR30 (Specialty)	$997	$997	$997
LED 15W A-Type (Outdoor) (Standard)	$30	$30	$30
LED 15W PAR38 (Outdoor) (Specialty)	$585	$585	$585
LED 5W Candelabra (Specialty)	$2,636	$2,636	$2,636
LED 6W Globe (Specialty)	$375	$375	$375
LED 8W BR30 (Specialty)	$98	$98	$98
LED 9W A-Type (Outdoor) (Standard)	$4	$4	$4
LED 9W A-Type (Standard)	$2,057	$2,057	$2,057
Total	**$6,866**	**$6,866**	**$6,866**

Sums may differ due to rounding.

5.4.2 NET IMPACT FINDINGS

The NTG ratio is assumed to be 100% in line with common practice for estimation of low-income offering net savings, thus *ex post* net values are equal to *ex post* gross values.

Table 5-18 summarizes the program net impacts of the IQW Program.

TABLE 5-18 IQW PROGRAM NET SAVINGS

Ex Post Gross Energy Savings (kWh)	*Ex Post* Net Energy Savings (kWh)	NTG kWh	*Ex Post* Gross Demand Reductions (kW)	*Ex Post* Net Demand Reductions (kW)	NTG kW
3,598,721	3,598,721	100%	2,556.17	2,556.17	100%

Sums may differ due to rounding.

Individual measure net savings are summarized in Section 5.1 of this chapter.

5.4.3 PROCESS FINDINGS

The Evaluators conducted a full process evaluation. Table 5-19 summarizes the process evaluation activities for the IQW program.

TABLE 5-19 IQW DATA COLLECTION ACTIVITIES

Evaluation Activity	Sample Size	Impact	Process
Staff & TPI Interviews	4		X
Database Reviews	Census	X	X
Participant Surveys	43	X	X
Site Visits	27	X	
Desk Reviews	Census	X	

The general approach to evaluating savings for the IQW mirrors that of the HPwES program in combining a deem-and-count approach stratified by space heating fuel.

5.4.3.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff, one APTIM staff, and one Franklin staff; ENO staff participated in one interview and APTIM and Franklin staff participated in a second interview. These in-depth interviews aimed to learn more about HPwES program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes findings specific to IQW.

5.4.3.1.1 *Program Description*

The Income-Qualified Weatherization (IQW) program offers comprehensive weatherization services to qualified low-income, single-family homes and low-rise, multi-family dwellings of four or fewer units. The IQW program offers comprehensive home assessments and the direct installation of measures through program staff, followed by deeper energy efficiency upgrades implemented through trade allies.

The Program's objective is to educate customers on how they are using energy, identify opportunities for energy savings specific to their home, and prioritize a wide range of energy conservation measures that will allow them to save energy immediately. The IQW offering provides customers with household incomes of 200.0% the federal poverty level with home energy upgrades at low or no cost. The offering includes a free home energy assessment performed by the implementation trade ally. Trade allies collect information to vet customers' income qualification through a series of questions.

5.4.3.1.2 *Marketing*

In addition to the marketing strategies mentioned in HPwES chapter, staff have also partnered with various community groups to help promote the program and encourage residents to participate. Partners have included Vietnamese Initiatives, AmeriHealth, Public Community Action, and Thrive.

5.4.3.2 Participant Survey Findings

The Income-Qualified Weatherization (IQW) program offers comprehensive weatherization services to qualified low-income, single-family homes and low-rise, multi-family dwellings of four or fewer units. The IQW program offers comprehensive home assessments and the direct installation of measures through program staff, followed by deeper energy efficiency upgrades implemented through trade allies.

The program's objective is to educate customers on how they are using energy, identify opportunities for energy savings specific to their home, and prioritize a wide range of energy conservation measures that will allow them to save energy immediately. The IQW offering provides customers with household incomes of 200% of the federal poverty level with home energy upgrades at low or no cost. The offering includes a free home energy assessment performed by the implementation trade ally. Trade allies collect information to vet customers' income qualification through a series of questions.

A total of 43 customers of Entergy New Orleans completed the Income-Qualified Weatherization survey (IQW). The survey was designed to understand the customer experience with the IQW program.

5.4.3.2.1 *Program Awareness*

The two main ways respondents heard about the IQW program were through word of mouth (28%) or an email from Entergy (23%).

TABLE 5-20 SOURCES OF AWARENESS FOR THE IQW PROGRAM

Source	2023 (n=72)	2024 (n=43)
Friend, family member, or colleague	29%	28%
Email from Entergy	29%	23%
Program website	13%	5%
Bill insert or utility mailer	7%	12%
Home energy consultant	6%	9%
Program representative	6%	0%
Through an internet search or advertisement	4%	2%
Contractor	1%	0%
Social media post	1%	0%
A radio or television advertisement	1%	0%
Other	14%	16%

Nearly all respondents said they participate in the program to save money on energy bills. Other major motivations include improving the comfort of the home, conserving energy and improving the value of the home.

TABLE 5-21 MOTIVATIONS FOR PARTICIPATING IN IQW PROGRAM

Reason	(n=43)
Save money on energy bills	86%
Improve the comfort of your home	63%
Conserve energy / Protect the environment	56%
Improve the value of the residence	51%
Become as energy efficient as my friends or neighbors	37%
Find out if there were any structural problems with my home	33%
Get the free equipment/discount/rebate	30%

5.4.3.2.2 *Major Measure Improvements*

The most common major measure improvements received are the air sealing / air filtration and duct sealing.

TABLE 5-22 NUMBER OF RESPONDENTS WHO RECEIVED MAJOR MEASURE IMPROVEMENTS VIA IQW PROGRAM

Major Measure Improvement Types	Count
Air sealing / air filtration	20
Duct sealing	17
Smart thermostat	4
Attic / ceiling insulation	17

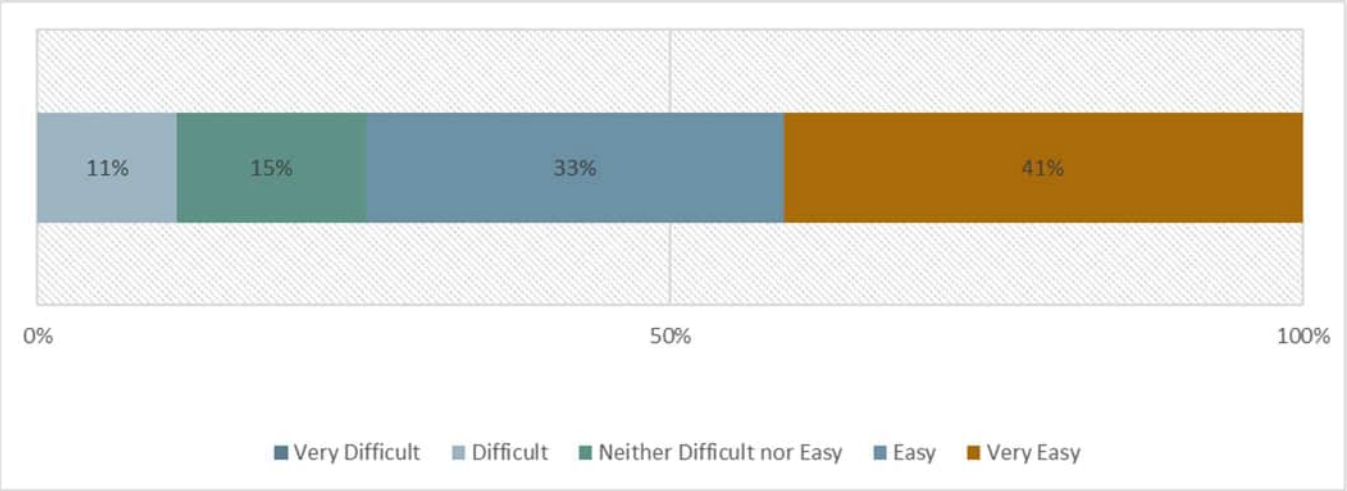
5.4.3.2.3 *Home Energy Assessments*

TABLE 5-23 NUMBER OF RESPONDENTS WHO RECEIVED A HOME ENERGY ASSESSMENT THROUGH THE PROGRAM

Assessment	Count
Received Assessment	27

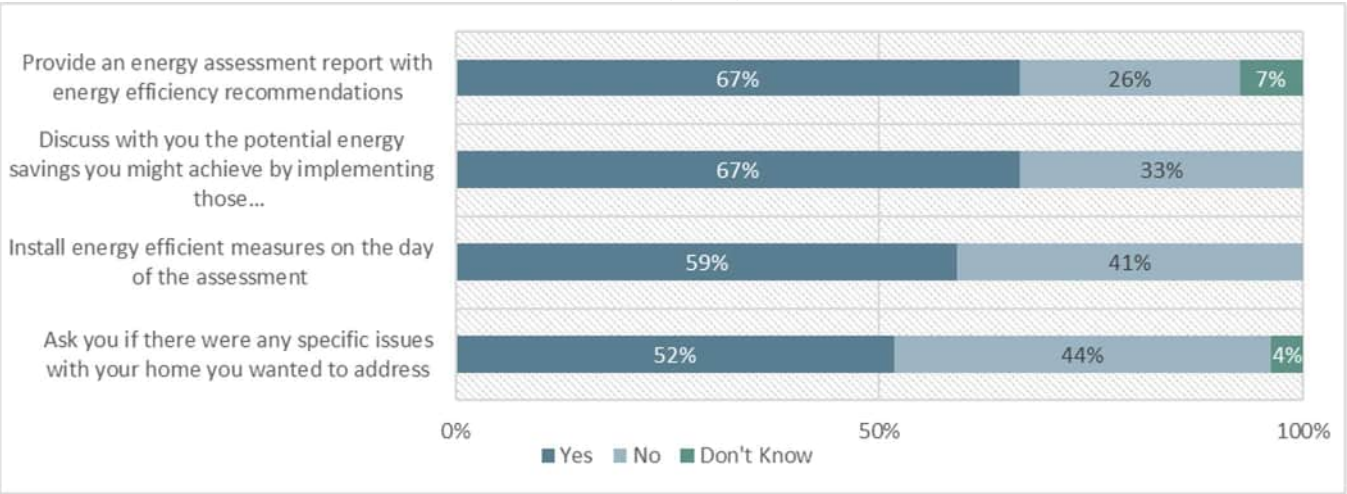
Three out of four respondents say that scheduling a home energy assessment is easy or very easy.

FIGURE 5-3 NUMBER OF RESPONDENTS WHO RECEIVED A HOME ENERGY ASSESSMENT THROUGH THE PROGRAM



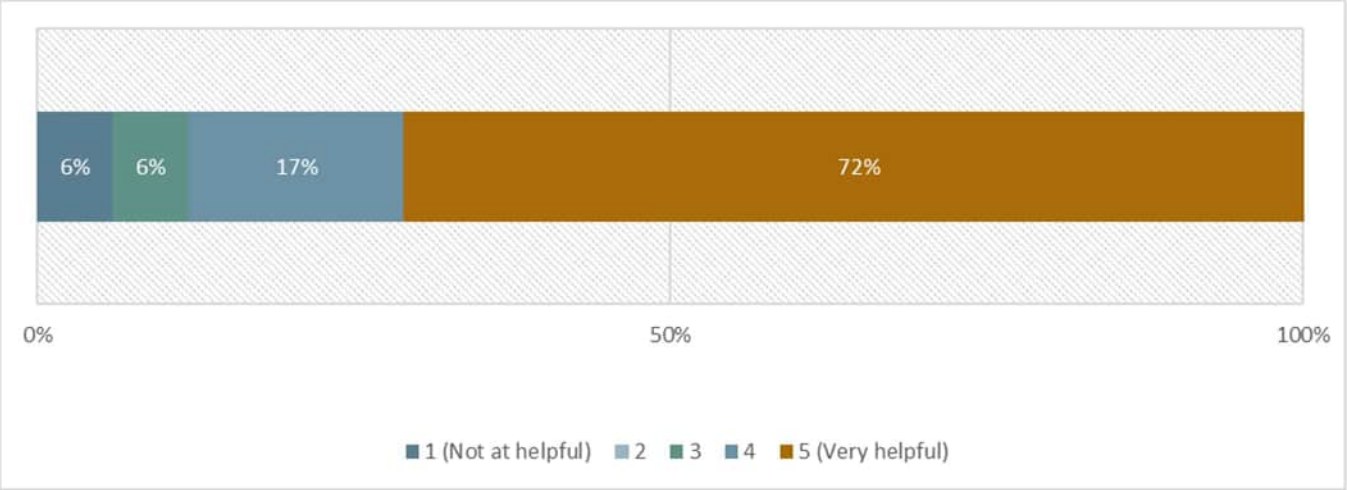
Two out of three respondents reported they were given an energy efficiency report with recommendations and an estimate of cost savings that could be expected. Additionally, 6 in 10 reported that energy efficiency measures were completed on that day. Approximately 4 in 10 of those who received an assessment were not asked if they had any specific issues with their home they wanted addressed by their assessor.

FIGURE 5-4 HOME ENERGY ASSESSMENT TASKS ACCOMPLISHED (N=27)



9 out of 10 respondents who received an energy assessment report found the report helpful.

FIGURE 5-5 HELPFULNESS OF THE ENERGY ASSESSMENT REPORT (N=18)



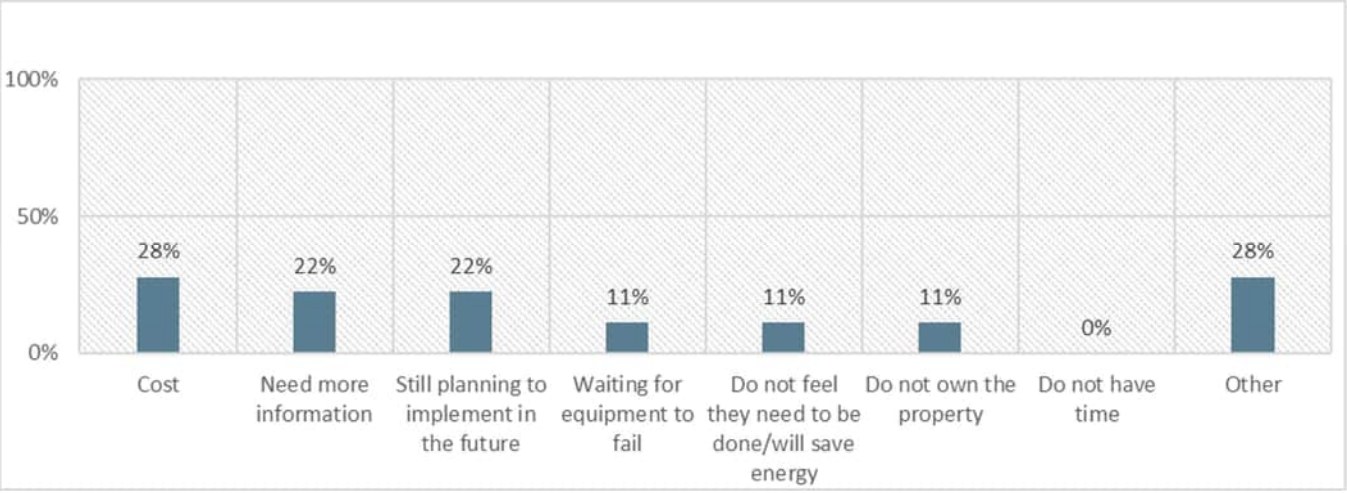
About 8 in 10 have made at least some of the recommended improvements.

TABLE 5-24 IMPROVEMENTS MADE BASED ON HOME ENERGY ASSESSMENT (N=27)

Reason	Received Assessment (n=27)	
Made all	30%	78% Have made at least some
Made some but not all	48%	
Have not made any	19%	
Don't know	4%	

Cost is the main reason for not having made the recommended improvements. 2 in 10 are still planning to implement the recommended improvements in the future. Another 2 in 10 said they need additional information before they can proceed with the improvements.

FIGURE 5-6 REASONS FOR NOT MAKING ALL RECOMMENDED IMPROVEMENTS (N=18)



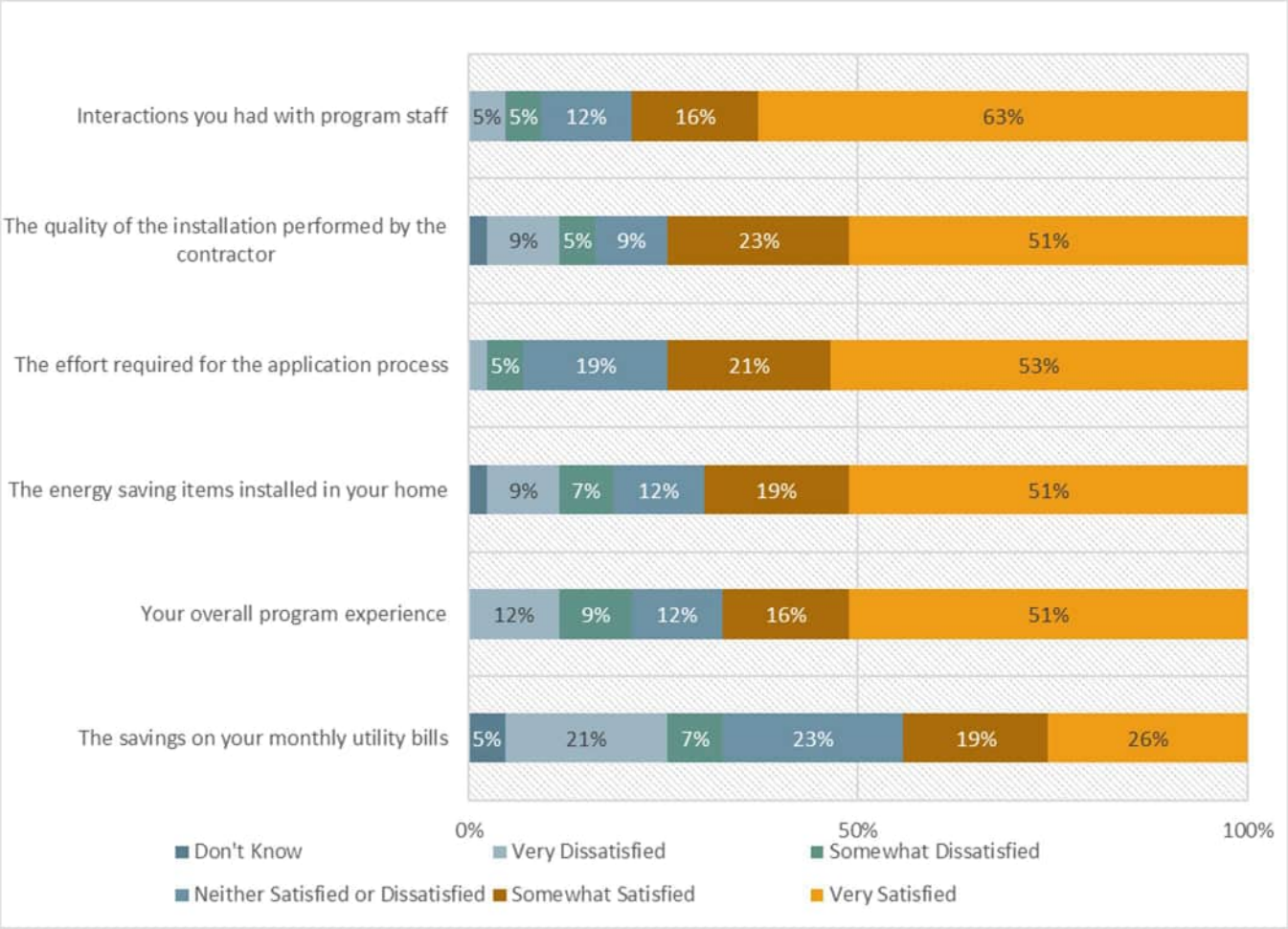
Other reasons included respondents waiting for additional follow-through from Entergy.

- "Because I had a partial assessment, and I was waiting for the company to finish the assessment."
- "Supposed to be done by Entergy and they never did it."
- "They said they will contact me for next steps."

5.4.3.2.4 *Satisfaction with the Program and Entergy*

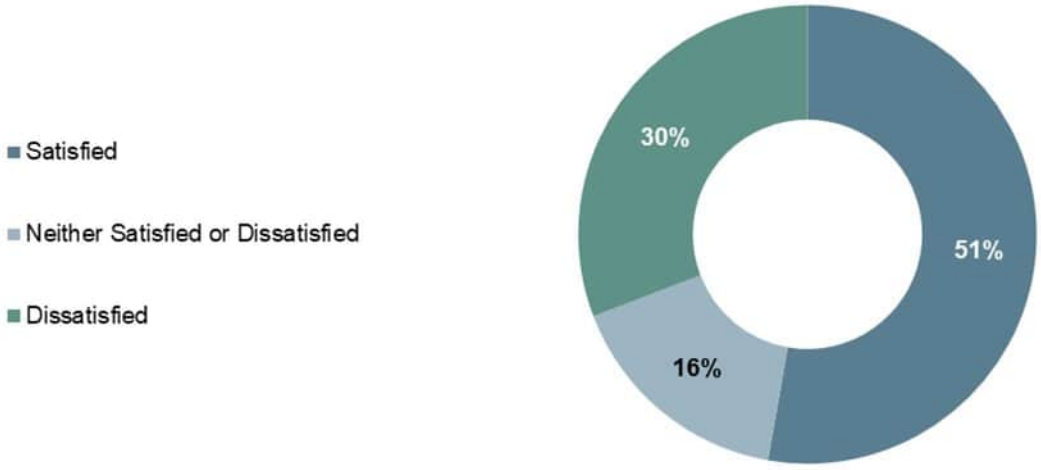
While respondents are at least somewhat satisfied with most aspects of the IQW program, there is opportunity to better communicate savings on monthly utility bills.

FIGURE 5-7 SATISFACTION WITH ASPECTS OF PROGRAM (N=43)



About half of IQW respondents are satisfied with Entergy. However, one third are dissatisfied with Entergy.

FIGURE 5-8 SATISFACTION WITH ENTERGY (N=43)



5.5 Findings and Recommendations

Findings and Conclusions:

- Comprehensive Energy Savings Approach: The IQW program provides home assessments and direct installation of energy efficiency measures, followed by deeper upgrades through trade allies. It aims to educate low-income customers on energy usage while offering upgrades at low or no cost.
- Community Partnerships for Outreach: To increase participation, staff have collaborated with community organizations such as Vietnamese Initiatives, AmeriHealth, Public Community Action, and Thrive to promote the program and connect with eligible residents. Word-of-mouth has proven to be a strong recruitment tool, with many participants learning about the program from friends and family members.
- Customer Satisfaction and Savings Expectations: Nearly all participants joined to reduce their utility bills, yet fewer than half expressed satisfaction with the actual savings realized.
- Effectiveness of Home Energy Assessments: Most participants found scheduling an assessment easy and useful for identifying potential energy savings.

Recommendations:

- Expand Community-Based Outreach: If participation growth is a priority, staff could explore additional partnerships with trusted local organizations, including faith-based groups, housing authorities, and neighborhood associations, to further increase program visibility.
- Optimize Trade Ally Coordination: To enhance program effectiveness, staff could consider streamlining communication between assessment teams and trade allies, ensuring seamless follow-through on deeper energy efficiency upgrades. Providing clearer handoffs and tracking mechanisms may improve project completion rates.
- Improve Clarity on Cost Savings Expectations: Given that cost savings are a primary motivation but satisfaction with actual savings is lower, staff should set clearer expectations in customer

communications. Providing data-driven estimates or post-installation follow-ups could help manage customer expectations and reinforce long-term energy-saving behaviors.

6 RETAIL LIGHTING AND APPLIANCE

6.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable.

TABLE 6-1 PY14 RLA ENERGY SAVINGS (KWH)

Measure	Ex Ante Gross Savings (kWh)	Realization Rate (kWh)	Ex Post Gross Savings (kWh)	NTG	Ex Post Net Savings (kWh)
Advanced Power Strip	15,202	95.3%	14,484	72.0%	10,429
Air Purifier	1,615,004	97.3%	1,570,875	84.5%	1,327,389
Air Purifier Filter	0	N/A	N/A	N/A	N/A
Custom (Incentive Adjustment)	0	N/A	N/A	N/A	N/A
Dehumidifier	2,724	97.6%	2,657	79.7%	2,117
Faucet Aerator	2,351	91.2%	2,145	92.0%	1,973
Freezer	190	100.0%	190	59.8%	114
Generic Marketplace DR	0	N/A	N/A	N/A	N/A
LED Lamp (Marketplace)	0	N/A	15,678	74.0%	11,602
LED Lamp (Upstream)	127,416	132.5%	168,848	58.0%	97,932
Low-Flow Showerhead	17,100	97.3%	16,635	94.0%	15,637
Pool Pump	14,882	89.0%	13,238	100.0%	13,238
Refrigerator	9,384	98.2%	9,218	53.5%	4,928
Showerhead TRV	70	90.3%	63	94.0%	59
Smart Thermostat	393,767	86.9%	342,097	88.5%	302,756
Smart Thermostat C-Wire Adapter	0	N/A	N/A	N/A	N/A
Smart Thermostat Power Connector	0	N/A	N/A	N/A	N/A
Smart Thermostat Sensor	0	N/A	N/A	N/A	N/A
Smart Thermostat Trim Kit	0	N/A	N/A	N/A	N/A
Smart Thermostat Wall Plate	0	N/A	N/A	N/A	N/A
Water Cooler	734	67.8%	498	53.0%	264
Water Heater	9,786	65.9%	6,446	74.3%	4,790
Water Heater Pipe Insulation	1,214	91.0%	1,105	88.0%	973
Window AC	5,581	236.4%	13,196	73.0%	9,633
Total	**2,215,406**	**98.3%**	**2,177,373**	**82.8%**	**1,803,832**

Sums may differ due to rounding.

TABLE 6-2 PY14 RLA DEMAND REDUCTIONS (KW)

Measure	Ex Ante Gross Reductions (kW)	Realization Rate (kW)	Ex Post Gross Reductions (kW)	NTG	Ex Post Net Reductions (kW)
Advanced Power Strip	1.6	62.6%	1.0	72.0%	0.73
Air Purifier	183.4	97.3%	178.4	84.5%	150.71
Air Purifier Filter	0.0	N/A	N/A	N/A	N/A
Custom (Incentive Adjustment)	0.0	N/A	N/A	N/A	N/A
Dehumidifier	0.6	97.6%	0.6	79.7%	0.48
Faucet Aerator	0.2	91.7%	0.2	92.0%	0.21
Freezer	0.0	99.6%	0.0	59.8%	0.02
Generic Marketplace DR	0.0	N/A	N/A	N/A	N/A
LED Lamp (Marketplace)	0.0	N/A	2.6	74.0%	1.91
LED Lamp (Upstream)	21.7	139.3%	30.2	58.0%	17.52
Low-Flow Showerhead	1.8	97.3%	1.7	94.0%	1.63
Pool Pump	3.0	86.1%	2.6	100.0%	2.58
Refrigerator	1.4	98.9%	1.3	53.5%	0.72
Showerhead TRV	0.0	90.3%	0.0	94.0%	0.01
Smart Thermostat	0.0	N/A	0.0	N/A	0.00
Smart Thermostat C-Wire Adapter	0.0	N/A	N/A	N/A	N/A
Smart Thermostat Power Connector	0.0	N/A	N/A	N/A	N/A
Smart Thermostat Sensor	0.0	N/A	N/A	N/A	N/A
Smart Thermostat Trim Kit	0.0	N/A	N/A	N/A	N/A
Smart Thermostat Wall Plate	0.0	N/A	N/A	N/A	N/A
Water Cooler	0.1	68.1%	0.1	53.0%	0.03
Water Heater	0.9	65.9%	0.6	74.3%	0.42
Water Heater Pipe Insulation	0.1	90.9%	0.1	88.0%	0.11
Window AC	3.3	378.3%	12.7	73.0%	9.25
Total	**218.15**	**106.4%**	**232.10**	**80.3%**	**186.32**

Sums may differ due to rounding.

TABLE 6-3 PY14 RLA LIFETIME SAVINGS SUMMARY

Measure	EUL	Ex Post Gross Lifetime Energy Savings (kWh)	Ex Post Net Lifetime Energy Savings (kWh)
Advanced Power Strip	10	144,844	104,288
Air Purifier	9	14,137,875	11,946,505
Air Purifier Filter	1	N/A	N/A
Custom (Incentive Adjustment)	1	N/A	N/A
Dehumidifier	11	29,232	23,283
Faucet Aerator	10	21,447	19,731
Freezer	22	4,181	2,500
Generic Marketplace DR	1	N/A	N/A
LED Lamp (Marketplace)	2	23,517	17,403
LED Lamp (Upstream)	2	253,272	146,898
Low-Flow Showerhead	10	166,348	156,367
Pool Pump	10	132,376	132,376
Refrigerator	17	156,705	83,775
Showerhead TRV	10	632	594
Smart Thermostat	11	3,763,067	3,330,314
Smart Thermostat C-Wire Adapter	1	N/A	N/A
Smart Thermostat Power Connector	1	N/A	N/A
Smart Thermostat Sensor	1	N/A	N/A
Smart Thermostat Trim Kit	1	N/A	N/A
Smart Thermostat Wall Plate	1	N/A	N/A
Water Cooler	10	4,975	2,637
Water Heater	10	64,515	47,935
Water Heater Pipe Insulation	13	14,369	12,645
Window AC	11	138,554	101,145
Total	**9**	**19,055,909**	**16,128,394**

Sums may differ due to rounding.

TABLE 6-4 PY14 RLA COUNT OF MEASURES AND INCENTIVE SPEND

Measure	Participation (Count of Measures)	Incentive Spend ($)
Advanced Power Strip	147	$3,058
Air Purifier	7,046	$762,449
Air Purifier Filter	204	$700
Custom (Incentive Adjustment)	23	($322)
Dehumidifier	29	$725
Faucet Aerator	65	$96
Freezer	5	$125
Generic Marketplace DR	481	$23,150
LED Lamp (Marketplace)	61	$0
LED Lamp (Upstream)	15,430	$27,443
Low-Flow Showerhead	76	$1,075
Pool Pump	5	$1,800
Refrigerator	161	$8,200
Showerhead TRV	2	$10
Smart Thermostat	1,121	$102,086
Smart Thermostat C-Wire Adapter	8	$0
Smart Thermostat Power Connector	4	$0
Smart Thermostat Sensor	3	$0
Smart Thermostat Trim Kit	19	$0
Smart Thermostat Wall Plate	17	$0
Water Cooler	1	$50
Water Heater	9	$4,000
Water Heater Pipe Insulation	48	192
Window AC	64	3400
Total	**25,029**	**$938,236**

Sums may differ due to rounding.

6.2 Program Description

The Retail Lighting & Appliances Program (RLA) provides retail markdown incentives for efficiency lighting as well as end-user incentives for window air conditioners, high efficiency refrigerators, and other appliances.

The RLA is managed by Franklin. The RLA offering provides Point-of-Purchase (PoP) discounts for LED lamp), as well as mail-in rebates (downstream rebates) for air purifiers, dehumidifiers, refrigerator, freezer, window AC, pool pump, smart thermostat, water coolers, and heat pump water heater. These are available through an online marketplace and through participating retailers. A complete list of eligible items is listed below:

- Giveaway LED Lamp (9W A19)
- Indoor LED Lamp (Specialty)
- Indoor LED Lamp (Standard)
- Outdoor LED Lamp (Specialty)
- ENERGY STAR Air Purifier
- ENERGY STAR Dehumidifier
- ENERGY STAR Smart Thermostat
- ENERGY STAR Pool Pump
- ENERGY STAR Dehumidifier
- ENERGY STAR Water Cooler
- ENERGY STAR Window AC
- ENERGY STAR Heat Pump Water Heater
- ENERGY STAR Freezer
- Refrigerator Replacement
- Online Marketplace (OLM) measures:
    - Advanced Power Strip (Tier 1)
    - Aerator (1.0 GPM)
    - Aerator (1.5 GPM)
    - Pipe Insulation
    - Showerhead (1.5 GPM)
    - Smart Thermostat
    - Smart Thermostat Accessories

6.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

The evaluation approach for PY14 included the following activities: database review, desk reviews, participant surveys, and staff interviews.

A total of 7,801 distinct households (9,925 measures) participated in RLA. Below, Figure 6-1 shows end use contribution as part of the overall expected savings.

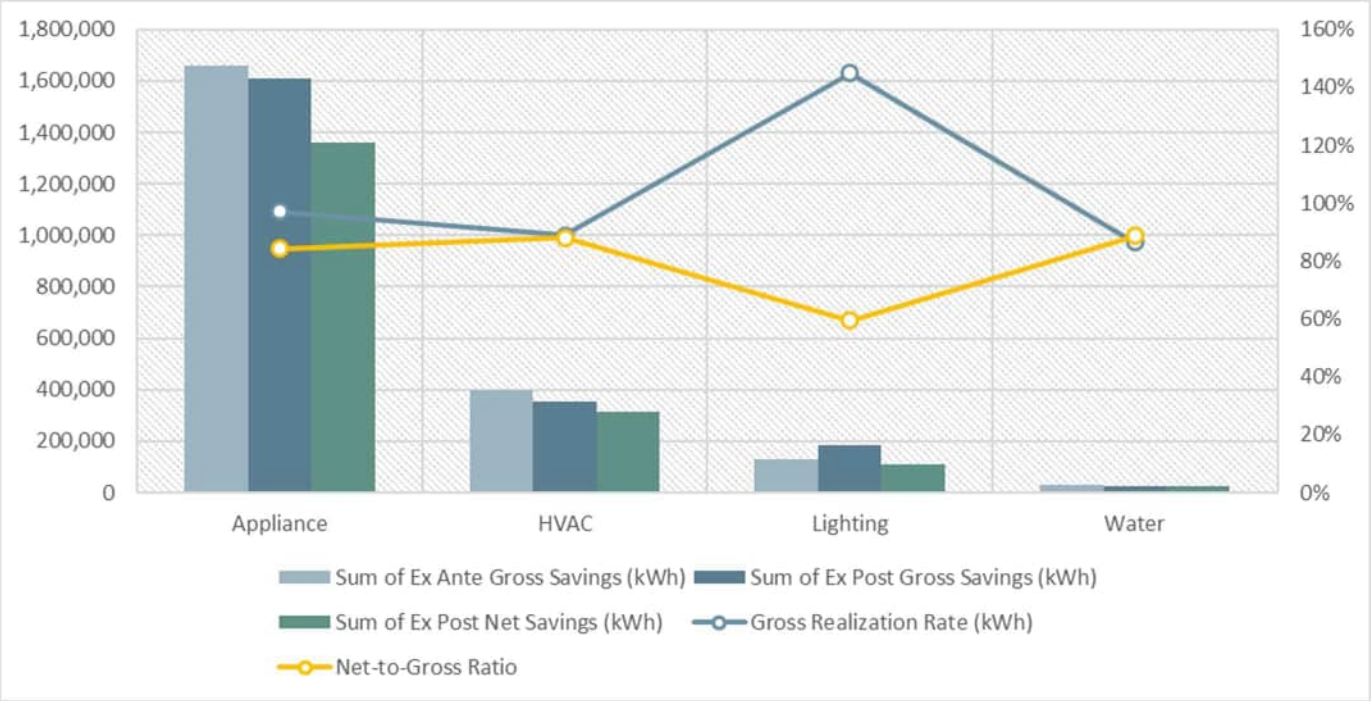


FIGURE 6-1 RLA SAVINGS CONTRIBUTION BY END USE

In PY14, the lighting measures (LED lamp) contributed 5.8% of expected energy (kWh) savings (compared to 88.8% in PY13), the HVAC measures (smart thermostat and window AC) contributed 18.0% (compared to 10.1% in PY13), the appliance measures (advanced power strip, water cooler, air purifier, dehumidifier, refrigerator, freezer, pool pumps) contributed 74.8% (compared to 0.6% in PY13), and the hot water measures (water heater, pipe wrap, aerator, showerhead, showerhead TRV) contributed 1.4% (compared to 0.5% of expected energy savings in PY13). Most savings were from air purifier and smart thermostat measures (90.7%).

6.2.2 TIMING OF PROJECTS

The figure below shows *ex ante* energy savings (kWh) for RLA by end use, by month.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Appliance	2,716	3,254	1,878	2,179	2,785	25,804	203,183	716,904	6,170	13,957	419,378	259,913
HVAC	38,751	16,612	10,928	22,034	30,129	39,803	56,113	49,175	19,357	30,620	47,335	38,491
Lighting	0	0	0	0	0	0	1,466	13,105	31,583	29,173	22,916	29,173
Water	-95	2,280	5,815	1,854	545	4,022	2,527	4,446	1,360	2,983	3,239	1,545

FIGURE 6-2 *EX ANTE* SAVINGS BY END USE BY MONTH

Project data indicates that most energy savings happened in the first half of the year, January to May 2024, primary driven by HVAC savings. After May, a sharp decline in HVAC saving occrs, with lightning taking over as the major contributor in the fall months, September to November 2024. Appliance savings had a noticeable increase in July and November, suggesting seasonal variations in application usage. Lightning shows negligible saving until late Summer, September to early November.

6.2.3 TRADE ALLIES

There are no trade allies in the program. Measures are distributed through an online marketplace (OLM), participating retailer mark-downs, and mail-in-rebates.

6.2.4 GOAL ACHIEVEMENT

Total verified savings and percentage of goals are summarized in the table below.

TABLE 6-5 PY14 RLA SUMMARY OF GOAL ACHIEVEMENT

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	Ex Post Gross Savings (kW) Target	% to kW Target
1,558,999	139.7%	16.00	1450.6%

6.3 EM&V Methodology

RLA has received impact and process evaluations in PY14. The evaluations provided free-ridership estimates, discussions of program satisfaction and strategic recommendations for program improvement, and most/all

measures offered by the program have deemed TRM savings. In the initial review of the PY14 program, the Evaluators concluded that RLA did not warrant more than a brief overview of program activity.

Impact methodologies for most RLA measures are the same as described for HPwES, described in Section 4.3.1. The following section discusses savings calculation methods for measures not covered in the HPwES chapter.

TABLE 6-6 RLA DATA COLLECTION ACTIVITIES

Evaluation Activity	Sample Size	Impact	Process
Staff & TPI Interviews	4		X
Database Review	Census	X	X
Desk Reviews	Census	X	
Literature Reviews		X	
Appliance Rebate Survey	30	X	X

6.3.1 SITE VISITS

The nature of upstream programs limits the potential for site visits. Customers who participated in other Energy Smart programs during PY14 were crossed-referenced with RLA participants. When performing site visits to conduct evaluation activities for other programs, such as duct blasting or air sealing, verification of any RLA items was also conducted. To estimate installation rates for each measure, the Evaluators performed participant surveys, literature reviews, and the NO TRM V7.0. Dehumidifiers, LED lamps, pool pumps, smart thermostats, water coolers, and window AC impacts were derived from the participant survey; the remaining results were a blended approach.

The Evaluators performed 7 site visits on projects in the RLA program. The table below outlines the measures captured in site visits.

TABLE 6-7 SITE VISIT SUMMARY

Measures	PY14 Measure Count	Expected Measure Count During PY14 Site Visits	Verified Measures Count During cPY14 Site Visits
Advanced Power Strips	147	1	1
ENERGY STAR Air Purifiers	7,046	1	1
Refrigerator Replacement	161	2	2
Smart Thermostats	1,121	4	3
Water Heater Pipe Insulation	48	1	1

6.3.2 DEEMED SAVINGS CALCULATION

6.3.2.1 ENERGY STAR Air Purifiers

Savings for ENERGY STAR air purifier were calculated using the deemed savings methodology from the NO TRM V7.0, Section 1.1.5.

TABLE 6-8 ENERGY STAR AIR PURIFIERS DEEMED SAVINGS

Clean Air Delivery Rate (CADR)	Energy Savings (kWh)	Demand Reduction (kW)
30 ≤ Smoke CADR < 100	133	0.015
100 ≤ Smoke CADR < 150	229	0.026
150 ≤ Smoke CADR < 200	302	0.034
200 ≤ Smoke CADR	570	0.065

6.3.2.2 Window AC Replacement

Savings for window air conditioners were calculated using the savings methodology from the NO TRM V7.0, Section 1.3.2.4.

$$kWh_{Savings} = CAP_c \times \frac{1\,\text{kW}}{1{,}000\,\text{W}} \times \left(\frac{1}{CEER_{base}} - \frac{1}{CEER_{Eff}}\right) \times EFLH_C \times RAF$$

$$kW_{Reductions} = CAP_c \times \frac{1}{1{,}000} {}^{W}/_{kW} \times \left(\frac{1}{CEER_{base}} - \frac{1}{CEER_{Eff}}\right) \times \%CF$$

Where:

CAP_c = Cooling capacity in BTU

$CEER_{base}$ = Combined energy-efficiency ratio of baseline equipment

$CEER_{Eff}$ = Combined energy-efficiency ratio of efficient equipment

$EFLH_C$ = Equivalent Full Load Hours – cooling (1,637)

RAF = Room AC adjustment factor = 0.49

CF = Peak coincidence factor = 0.77

6.3.2.3 Deemed Savings for Other RLA Measures

For remaining measures, the Evaluators used the following NO TRM V7.0 sections and tables to verify savings. The sections are outline in Table 6-9 below.

TABLE 6-9 NO TRM V7.0 SECTIONS FOR OTHER MEASURES

Measure	TRM Section	Calculated / Deemed	TRM Table(s)	Table Page(s)
Dehumidifiers	1.1.8	Deemed	Table 1-21, 1-22	42
Pool Pumps	1.1.8.7*	Deemed	Table 1-24, 1-25	44
Refrigerators	1.1.9	Deemed	Table 1-28	49
Water Coolers	1.1.4	Deemed	Table 1-9	29

* The NO TRM V7.0 lists Pool Pumps in Section 1.1.8.7.

Section 6.1 Summary presents the results of the evaluation for the RLA program by measure.

6.3.3 GROSS IMPACT FINDINGS

6.3.3.1 Aerator (Bathroom and Kitchen)

Expected and verified savings for aerators are summarized below. 65 aerators were installed in 67 homes.

TABLE 6-10 PY14 RLA EXPECTED AND VERIFIED AERATORS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
2,351	2,145	91.2%	0.24	0.22	91.7%

6.3.3.2 Advanced Power Strip

Expected and verified savings for APS are summarized below. There were 147 APS Tier 1 advanced power strips installed in 145 homes. The slightly lower realization rate may be attributed to the measure ISR applied in PY14.

TABLE 6-11 PY14 RLA EXPECTED AND VERIFIED ADVANCED POWER STRIPS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
15,202	14,484	95.3%	1.63	1.02	62.6%

6.3.3.3 Dehumidifier

Expected and verified savings for dehumidifiers are summarized below. There were 29 dehumidifiers that were installed in 29 homes.

TABLE 6-12 PY14 RLA EXPECTED AND VERIFIED DEHUMIDIFIER SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
2,724	2,657	97.6%	0.62	0.61	97.6%

6.3.3.4 Freezer (Replacement)

ENERGY STAR Freezer savings were calculated using the deemed savings from the NO TRM V7.0 Section 1.1.10.1. After verifying model configurations and features, deemed savings were assigned to each unit using TRM. There were a total of five (5) replacements.

TABLE 6-13 PY14 RLA EXPECTED AND VERIFIED FREEZER REPLACEMENT SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
190	190	100.0%	0.03	0.03	99.6%

6.3.3.5 LED Lamp (OLM and Upstream)

Expected and verified savings for LED lamps are summarized below. There were 61 online marketplace lamps installed in 55 homes, while there were 15,430 upstream lamps sold.

TABLE 6-14 PY14 RLA EXPECTED AND VERIFIED LED SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
127,416	168,848	132.5%	21.69	30.20	139.3%

6.3.3.6 Water Heater Pipe Wrap

Expected and verified savings for pipe wrap projects are summarized below. Pipe wrap was installed at 52 residences.

TABLE 6-15 PY14 RLA EXPECTED AND VERIFIED PIPE WRAP SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1,214	1,105	91.0%	0.14	0.13	90.9%

6.3.3.7 Pool Pump

Expected and verified savings for pool pumps are summarized below. There were 5 pool pumps incentivized.

TABLE 6-16 PY14 RLA EXPECTED AND VERIFIED POOL PUMPS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
14,882	13,238	89.0%	3.00	2.58	86.1%

6.3.3.8 Refrigerator (Replacement)

ENERGY STAR Refrigerator savings were calculated using the deemed savings from the NO TRM V7.0 Section 1.1.9 After verifying model configurations and features, deemed savings were assigned to each unit using TRM. Expected and verified savings for refrigerators are summarized below. There were 161 replacements.

TABLE 6-17 PY14 RLA EXPECTED AND VERIFIED REFRIGERATORS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
9,384	9,218	98.2%	1.36	1.34	98.9%

6.3.3.9 Low-Flow Showerhead

Expected and verified savings for low-flow showerheads are summarized below. There were 76 showerheads installed in 67 residences.

TABLE 6-18 PY14 RLA EXPECTED AND VERIFIED SHOWERHEAD SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
17,100	16,635	97.3%	1.78	1.73	97.3%

6.3.3.10 Smart Thermostat

Savings for smart thermostats were calculated using the savings methodology from the NO TRM V7.0, Section 1.3.9. Expected and verified savings for smart thermostats are summarized below. There were 1,121 smart thermostats incentivized through the OLM, 1,143 incentivized through a mail-in-rebate

TABLE 6-19 PY14 RLA EXPECTED AND VERIFIED SMART THERMOSTATS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
393,767	342,097	86.9%	0.00	0.00	N/A

6.3.3.11 Air Purifier

Savings for air purifiers were calculated using the savings methodology from the NO TRM V7.0, Section C.1.5. Expected and verified savings for water coolers are summarized below. There were 7,046 purifiers purchased during PY14.

TABLE 6-20 PY14 RLA EXPECTED AND VERIFIED AIR PURIFIER SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1,615,004	1,570,875	97.3%	183.36	178.35	97.3%

6.3.3.12 Window Air Conditioner

Savings for window air conditioners were calculated using the savings methodology from the NO TRM V7.0, Section 1.3.2. Expected and verified savings for window air conditioners are summarized below. There were 64 units installed in 64 residences.

TABLE 6-21 PY14 RLA EXPECTED AND VERIFIED WINDOW AC SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
5,581	13,196	236.4%	3.35	12.67	378.3%

6.3.3.13 Showerhead TRV

Expected and verified savings for showerhead thermostatic restrictor values are summarized below. There were 64 units installed in 64 residences.

TABLE 6-20 PY14 RLA EXPECTED AND VERIFIED SHOWERHEAD TRV SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
70	63	90.3%	0.01	0.01	90.3%

6.3.3.14 Water Cooler

Expected and verified savings for water coolers are summarized below. There was 1 unit installed in 1 residence.

TABLE 6-21 PY14 RLA EXPECTED AND VERIFIED WATER COOLER SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
734	498	67.8%	0.08	0.06	68.1%

6.3.3.15 Water Heater

Expected and verified savings for water heaters are summarized below. There were 9 units installed in 9 residences.

TABLE 6-22 PY14 RLA EXPECTED AND VERIFIED WATER HEATER SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
9,786	6,446	65.9%	0.86	0.57	65.9%

6.3.3.16 Avoided Replacement Cost

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarizes the ARC by measure in RLA. Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 6-23 PY14 RLA SUMMARY OF AVOIDED REPLACEMENT COST

Measure	Ex Post Gross ARC ($)	Ex Post Net ARC ($)	NPV ARC ($)
Advanced Power Strip	N/A	N/A	
Air Purifier	N/A	N/A	
Air Purifier Filter	N/A	N/A	
Custom (Incentive Adjustment)	N/A	N/A	
Dehumidifier	N/A	N/A	
Faucet Aerator	N/A	N/A	
Freezer	N/A	N/A	
Generic Marketplace DR	N/A	N/A	
LED Lamp (Marketplace)	$0	$0	
LED Lamp (Upstream)	$0	$0	
Low-Flow Showerhead	N/A	N/A	
Pool Pump	N/A	N/A	
Refrigerator	N/A	N/A	
Showerhead TRV	N/A	N/A	
Smart Thermostat	N/A	N/A	
Smart Thermostat C-Wire Adapter	N/A	N/A	
Smart Thermostat Power Connector	N/A	N/A	

Smart Thermostat Sensor	N/A	N/A	
Smart Thermostat Trim Kit	N/A	N/A	
Smart Thermostat Wall Plate	N/A	N/A	
Water Cooler	N/A	N/A	
Water Heater	N/A	N/A	
Water Heater Pipe Insulation	N/A	N/A	
Window AC	N/A	N/A	
Total	**$0**	**$0**	

Sums may differ due to rounding.

6.3.4 NET IMPACT FINDINGS

The table summarizes NTG results by measure and the source of the impact. The source is primarily the participant survey, and where there is low or no response rates, the Evaluators performed literature reviews. The literature review-based net-to-gross values include spillover savings if it occurred in the referenced studies.

TABLE 6-24 RLA NET IMPACTS

Measure	NTG	Source of Net-to-Gross
Advanced Power Strip	72.0%	Literature Review
Air Purifier	84.5%	Literature Review
Dehumidifier	79.7%	PY12 and PY14 Participant Surveys
Faucet Aerator	92.0%	Literature Review
Freezer	59.8%	Literature Review
LED Lamp (Marketplace)	74.0%	Literature Review
LED Lamp (Upstream)	58.0%	Literature Review
Low-Flow Showerhead	94.0%	Literature Review
Pool Pump	100.0%	PY12 Participant Survey
Refrigerator	53.5%	PY12 and PY13 Participant Surveys
Showerhead TRV	94.0%	Literature Review
Smart Thermostat	88.5%	PY12 and PY13 Participant Surveys
Water Cooler	53.0%	Literature Review
Water Heater	74.3%	Literature Review
Water Heater Pipe Insulation	88.0%	Literature Review
Window AC	73.0%	PY12 Participant Survey

6.3.5 PROCESS FINDINGS

The Evaluators conducted a full process evaluation. **Error! Reference source not found.** summarizes the process evaluation activities for the RLA program.

TABLE 6-22 RLA DATA COLLECTION ACTIVITIES

Evaluation Activity	Sample Size	Impact	Process
Staff & TPI Interviews	4		X

Database Reviews	Census	X	X
Participant Surveys	266	X	X
Site Visits		X	
Desk Reviews	Census	X	

6.3.5.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff, one APTIM staff, and one Franklin staff; ENO staff participated in one interview and APTIM and Franklin staff participated in a second interview. These in-depth interviews aimed to learn more about the Retail Lighting and Appliance program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform.

6.3.5.1.1 *Program Description*

The Retail Lighting and Appliances (RLA) offering provides Point-of- Purchase discounts for various energy efficient appliances like air purifiers, refrigerators, window ACs, pool pumps, smart thermostats, and heat pump water heaters. In years past the program relied heavily on savings garnered from lighting measures sold at participating big-box retailers as well as online retailers. Due to new EISA regulations, the utility cannot rely on lighting measures for program success. In response, in PY14, program staff shifted program focus to air purifiers and smart thermostats. Staff hope that by promoting lower cost and lower commitment measures like air purifiers and smart thermostats they can get customers interested in the program and future energy efficient equipment upgrades.

Additionally, the online marketplace underwent a website refresh end of PY13 beginning of PY14 that has allowed for enhanced functionality and better integration with marketing campaigns. For example, when folks purchase a thermostat, they are prompted to enroll in the BYOT program for an extra incentive.

Program staff still market and promote lighting measures in low-income neighborhoods and retailers like dollar stores and restores, as lighting savings are still valid for low-income customers.

6.3.5.2 Participant Surveys

6.3.5.2.1 *Program Description*

The Retail Lighting and Appliances (RLA) offering provides Point-of- Purchase discounts for light emitting diodes (LEDs) through participating retailers, as well as mail-in rebates (downstream rebates) for refrigerators, window ACs, pool pumps, smart thermostats, and heat pump water heaters. A complete list of eligible items is listed below:

- Aerators
- Showerheads
- Advanced Power Strips
- Light Emitting Diode (LED) Lamps
- ENERGY STAR Air Purifiers
- ENERGY STAR Pool Pumps
- ENERGY STAR Smart Thermostats
- ENERGY STAR Dehumidifiers

- ENERGY STAR Water Coolers
- ENERGY STAR Refrigerators
- ENERGY STAR Window Air Conditioner (AC)
- ENERGY STAR Heat Pump Water Heaters (HPWH)

6.3.5.2.2 *Awareness and Motivations for Use*

More than 3 in 5 participants were aware of the rebate program before purchasing the qualifying product, while a little over a quarter learned about it at the time of purchase.

TABLE 6-23 ENERGY SMART REBATE PROGRAM AWARENESS

Learned about rebate	2023 n=30	2024 n=266
Before I made the purchase(s)	67%	62%
About the same time I made the purchase(s)	17%	26%
After I made the purchase(s)	10%	4%
I don't know	7%	8%

There are several ways consumers learn about the Energy Smart Rebate program. In 2024, most participants learn about the rebate program directly through a friend or family member. The second largest source of awareness is through an email from Entergy. Compared to last year, more have heard about it from friends and family and fewer through email.

TABLE 6-24 ENERGY SMART REBATE PROGRAM INFLUENCE

Source	2023 n=30	2024 n=266
Friend, family member, or colleague	13%	42%
Email from Entergy New Orleans	47%	27%
Entergy's website or the Energy Smart Rebate website	40%	18%
Social media (e.g., Nextdoor, Facebook, Reddit)	--	14%
Internet search (e.g., Google search)	3%	4%
Retailer – brick and mortar location	3%	0%
Signage at the store or sticker on appliance	3%	0%
Other	10%	3%
I don't know	3%	2%

Motivations for participating in the program include saving money on energy bills, improving the comfort of the home, getting free or discounted equipment, and conserving energy and/or protecting the environment. The product purchased most frequently was an air purifier. The top reason for purchasing the air purifier was to improve the comfort of the home. Customers did not view this as a way to save money on energy bills.

TABLE 6-25 MOTIVATIONS FOR PARTICIPATING IN ENERGY SMART REBATE PROGRAM

Reason for Purchase	Air Purifier (n=225)	Smart Thermostats (n=24)	Refrige-rator (n=6)	De-humidifier (n=3)	Pool Pump (n=2)	Window AC (n=1)	Water Heater Pipe Insulation (n=1)
Improve the comfort of your home	48%	21%	17%	67%	--	--	--
Get the free discounted equipment or service	25%	--	--	--	--	--	--
Recommendation from a friend, relative, neighbor, or colleague	6%	8%	--	--	--	--	--
Conserve energy and/or protect the environment	4%	13%	17%	--	--	--	100%
Recommendation from Entergy New Orleans	4%	4%	--	--	--	--	--
Save money on energy bills	3%	42%	50%	--	100%	100%	--
Improve the value of the residence	1%	--	--	33%	--	--	--
Become as energy efficient as my friends or neighbors	1%	--	--	--	--	--	--
Other	7%	13%	17%	--	--	--	--

The factor most affecting model selection for most of the products was the rebate they would receive. Other motivations for model selection include the product's price fit within a budget and the and the product having an ENERGY STAR label.

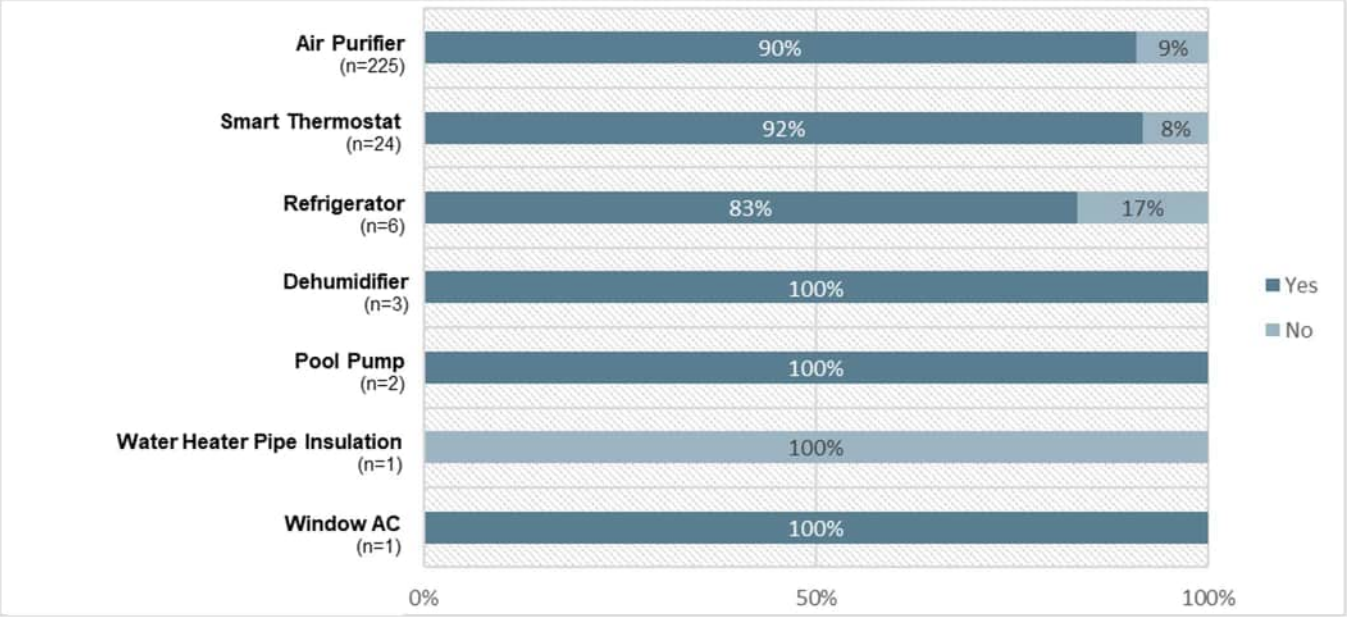
TABLE 6-26 MOTIVATIONS FOR SELECTING PRODUCT MODEL

Reason for Purchase	Air Purifier (n=225)	Smart Thermostats (n=24)	Refrige-rator (n=6)	De-humidifier (n=3)	Pool Pump (n=2)	Window AC (n=1)	Water Heater Pipe Insulation (n=1)
There was a rebate for it	52%	63%	67%	67%	50%	100%	--
It was all that was available/only choice	34%	8%	--	--	--	--	--
It was a good price, fit within my budget	24%	29%	83%	100%	--	100%	--

It's good for the environment	20%	8%	33%	33%	--	--	--
It had an ENERGY STAR label	20%	25%	67%	33%	100%	--	--
It had features I wanted	12%	54%	83%	67%	50%	100%	--
It was the right size, color	12%	4%	83%	67%	--	--	--
It costs less to operate it	7%	13%	33%	33%	50%	100%	100%
The contractor/retailer recommended it	4%	8%	--	--	--	--	--
Wanted the brand	2%	25%	33%	--	50%	100%	--
Other	4%	17%	--	--	--	--	--
I don't know	1%	--	--	--	--	--	--

Nearly all products received through the program have been installed.

FIGURE 6-3 PRODUCT INSTALLATION STATUS (N=226)



One of the most common reasons for not installing relates to delays in installation. Additionally, issues such as forgetting or missing an item also contributed to delays, especially for air purifiers.

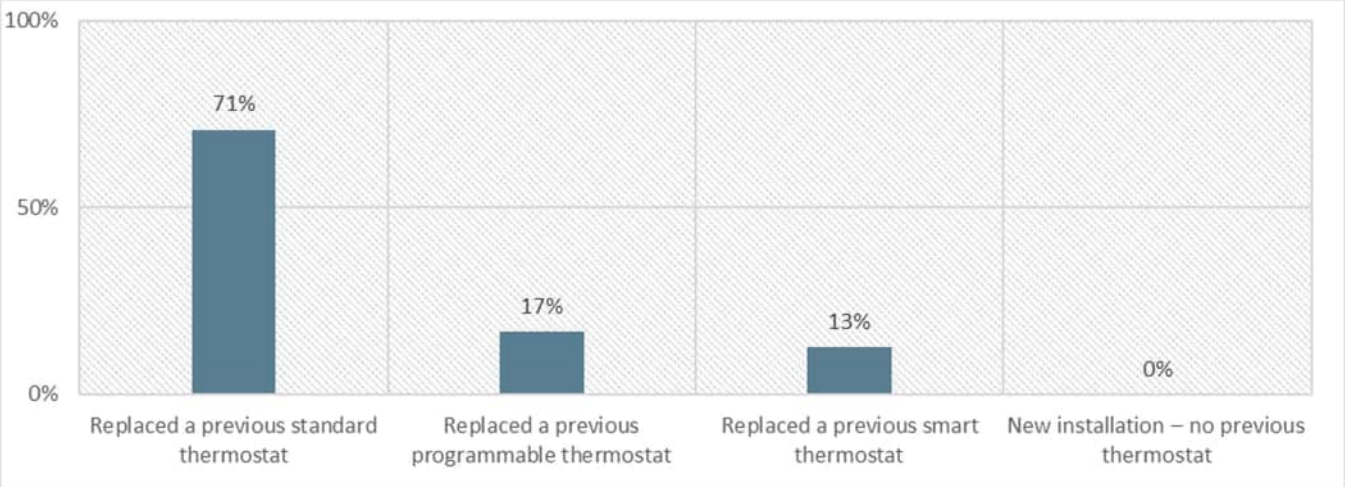
TABLE 6-27 REASONS FOR NOT INSTALLING

Reason for Not Installing	Air Purifier (n=19)	Smart Thermostats (n=2)	Refrigerator (n=1)	Water Heater Pipe Insulation (n=1)
I plan to install the soon myself, but have not had the time to install it yet	32%	--	--	--
I have installed one appliance but not the other	5%	50%	--	100%
I have someone coming to install the water heater pipe insulation soon	5%	50%	--	--
There was trouble with the installation	--	--	--	--
Other: Deciding where to put it	11%	--	--	--
Other: Forgetting	11%	--	--	--
Other: Missing an item	11%	--	--	--
Other: Renovation not finished	5%	--	100%	--
I don't know	21%	--	--	--

6.3.5.2.3 *Energy Star Wi-Fi Thermostat*

The majority of participants installed a new Smart Thermostat to replace an existing standard one.

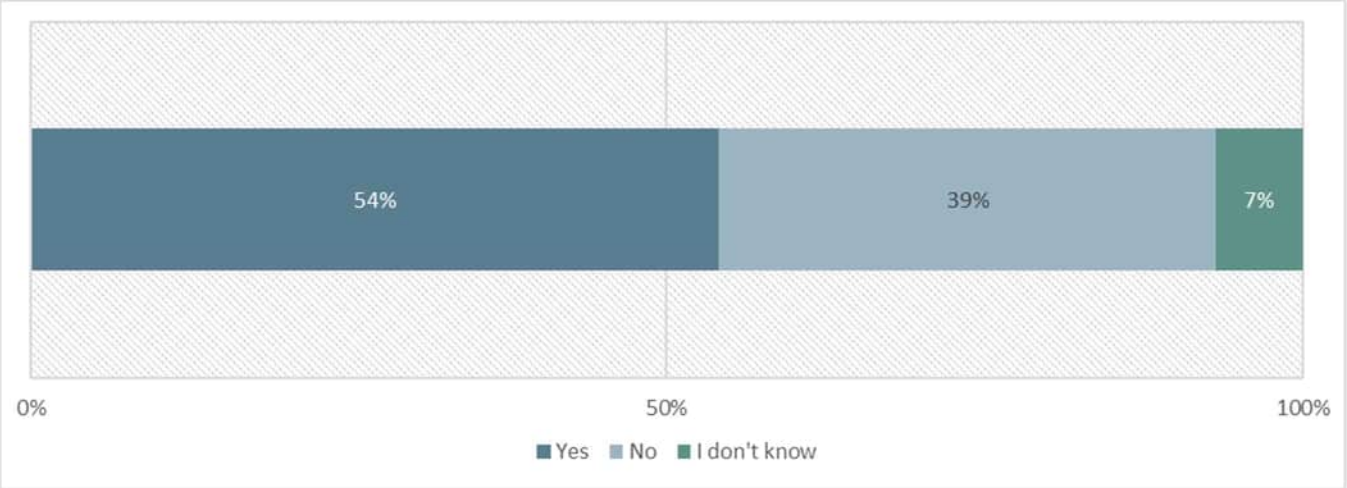
FIGURE 6-4 NEW OR REPLACEMENT THERMOSTAT (N=24)



6.3.5.2.4 *Energy Efficiency Knowledge, Attitudes, & Intentions*

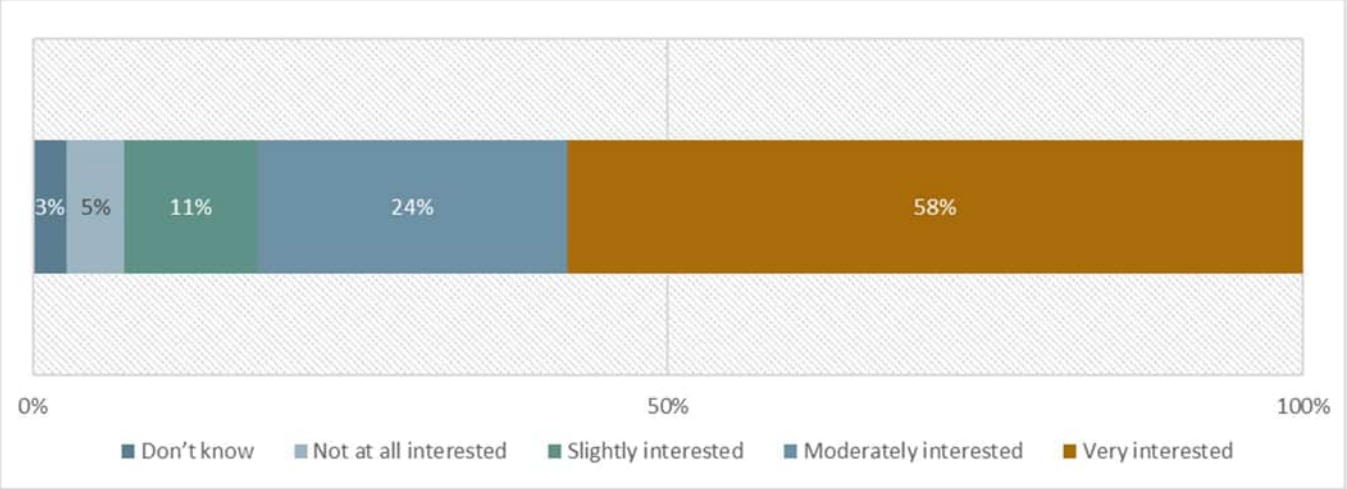
Half of participants have adopted new energy saving behaviors in their home in 2024.

FIGURE 6-5 ADOPTION OF ENERGY SAVING BEHAVIOR (N=266)



Nearly 6 in 10 participants are very interested in receiving additional information on energy saving tips and rebate programs offered by Entergy.

FIGURE 6-6 INTEREST IN RECEIVING ENERGY SAVING TIPS AND PROGRAM OFFERINGS (N=266)



Email is the most preferred contact method to receive information on energy saving equipment and improvements.

TABLE 6-28 PREFERRED CONTACT METHOD (N=266)

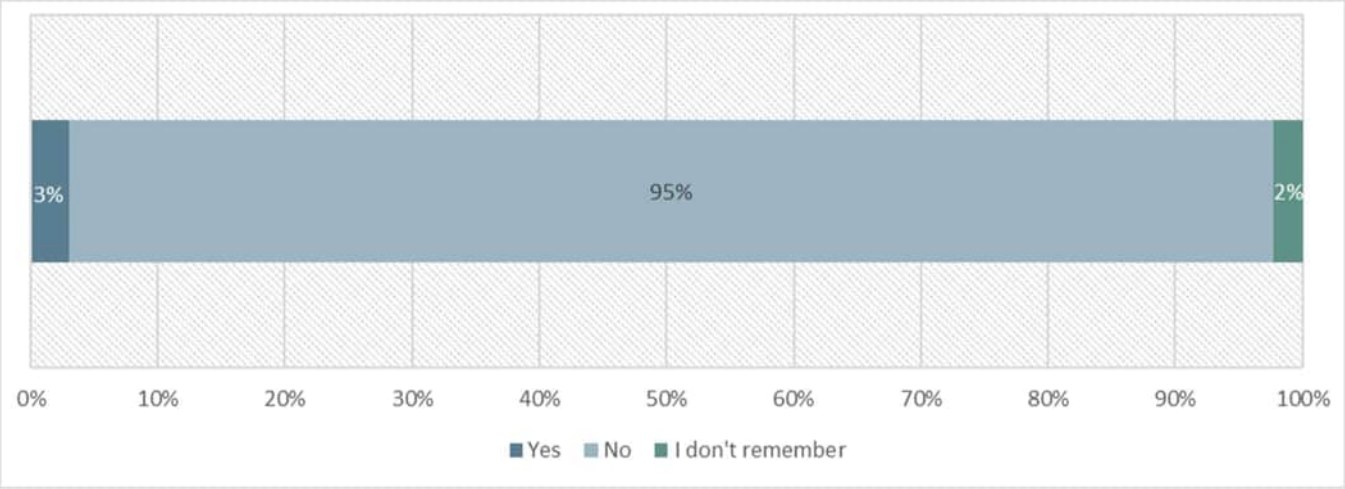
Contact Method	(n = 266)
Email	66%
Text messages	9%
Social media	7%
Bill inserts	6%
Home energy report	4%

Entergy's Energy Smart website	3%
Entergy's customer engagement portal	2%
Newsletter	2%

6.3.5.2.5 *Satisfaction with the Program and Entergy*

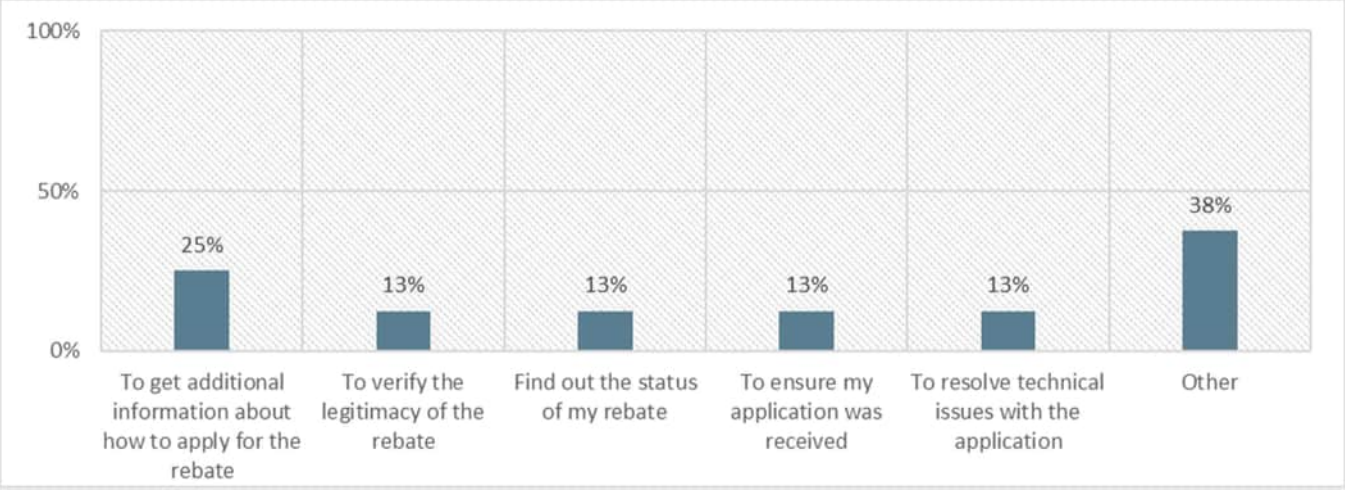
Just 3% of participants contacted Entergy with questions about their rebate application.

FIGURE 6-7 ENTERGY CONTACT RATE (N=266)



One in four participants who contacted Entergy regarding their rebate application did so to get additional information about how to apply for the rebate. Other responses include needing to place a new order due to shipping or product issues.

FIGURE 6-8 REASONS FOR CONTACTING ENTERGY (N=8)



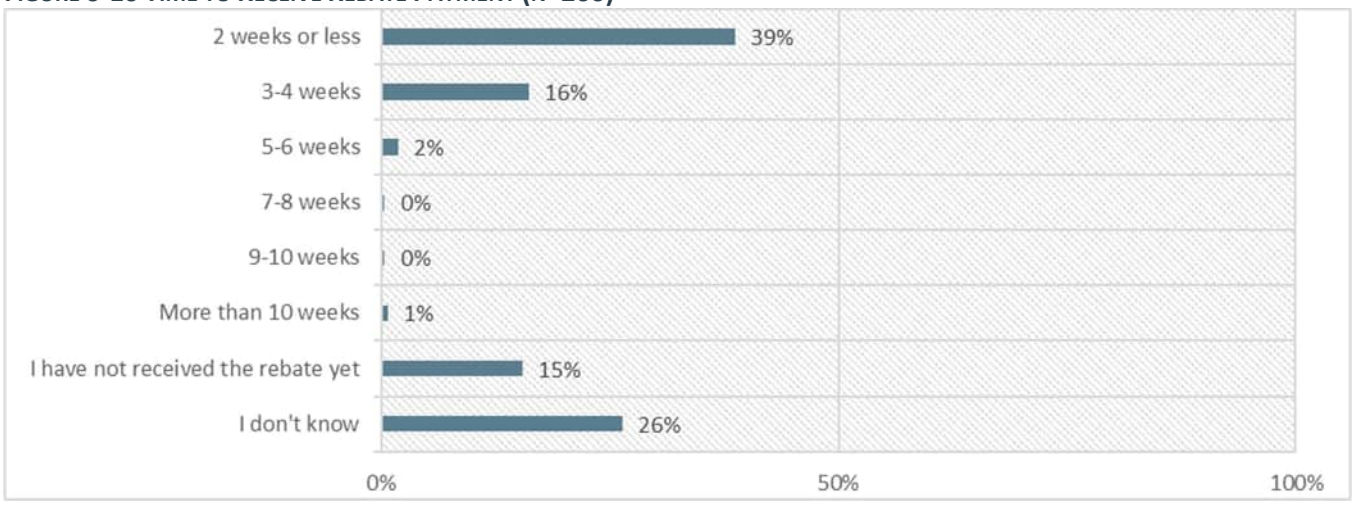
f those who did contact Entergy regarding their rebate application, all were satisfied with the thoroughness and timeliness of the support provided by Entergy staff.

FIGURE 6-9 SATISFACTION WITH ENTERGY CUSTOMER SERVICE (N=8)



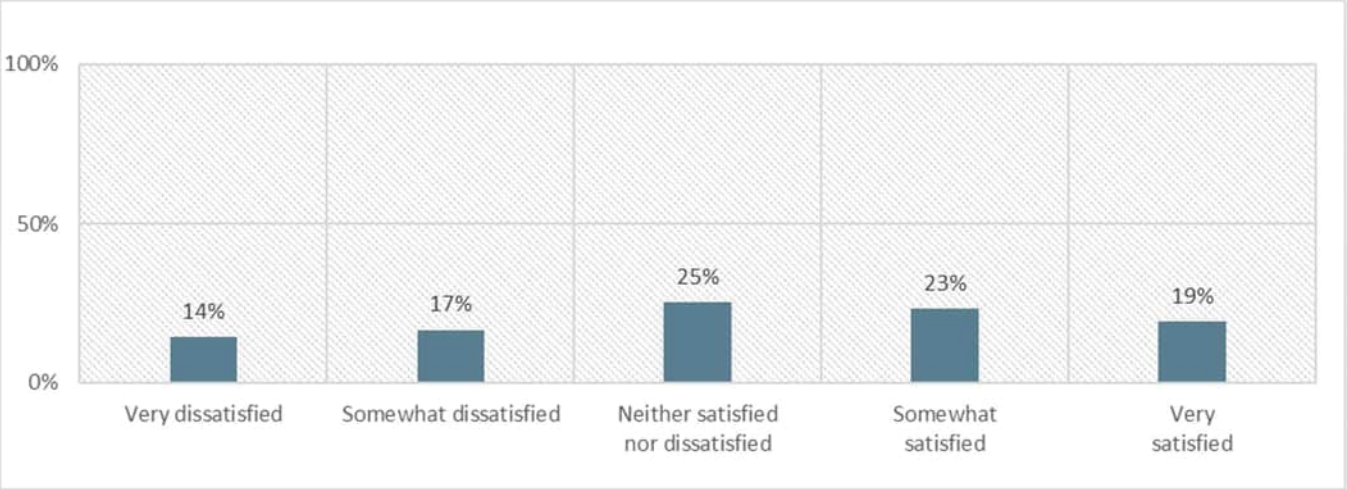
More than half of participants received their rebate checks within 4 weeks of submitting their application.

FIGURE 6-10 TIME TO RECEIVE REBATE PAYMENT (N=266)



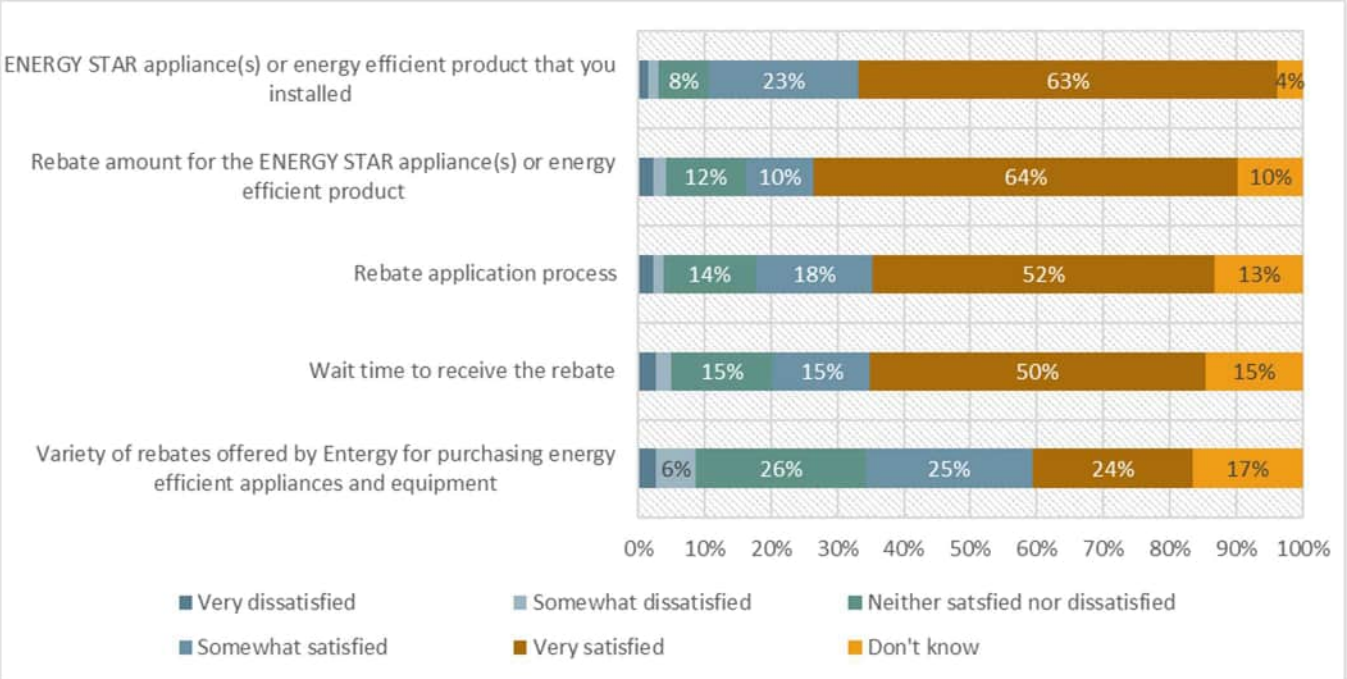
1in 5 program participants are somewhat or very satisfied with Entergy New Orleans as their electricity service provider.

FIGURE 6-11 SATISFACTION WITH ENTERGY (N=266)



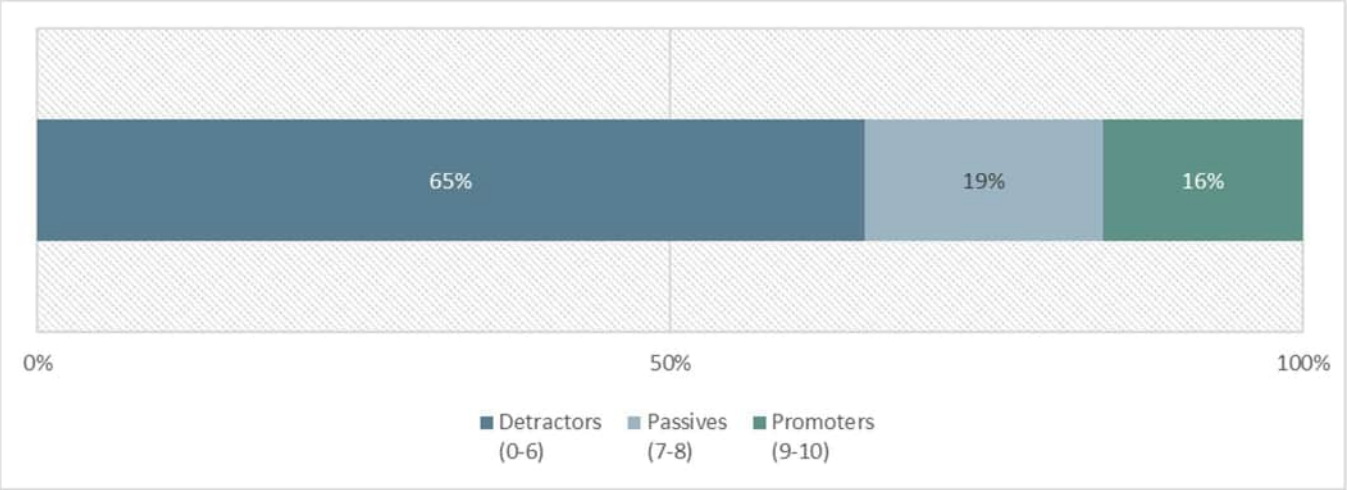
Nine in ten program participants are somewhat or very satisfied with the ENERGY STAR energy efficient products they installed. Participants are least satisfied with the lack of variety of rebates offered by Entergy for purchasing energy efficient appliances and equipment.

FIGURE 6-12 SATISFACTION WITH ASPECTS OF ENTERGY SERVICE (N=266)



The majority of participants say they are not very likely to recommend Entergy to friends and colleagues. While this is not surprising given the type of service being provided, it will be useful for tracking sentiment regarding Entergy over time, particularly if the option to select a utility provider becomes available in the New Orleans market.

FIGURE 6-13 LIKELIHOOD OF RECOMMENDING ENTERGY NEW ORLEANS TO A FRIEND OR COLLEAGUE, ASSUMING UTILITY PROVIDER OPTIONS (N=266)



6.3.6 FINDINGS AND CONCLUSIONS

Key Findings:

- Program Shift Due to Regulatory Changes: With new EISA regulations limiting reliance on lighting measures, staff pivoted program focus in PY14 to emphasize air purifiers and smart thermostats as lower-cost, lower-commitment entry points to broader energy efficiency upgrades.
- Enhanced Online Marketplace: A website refresh at the end of PY13 improved functionality and integration with marketing efforts, including prompts for smart thermostat buyers to enroll in the BYOT program.
- Targeted Lighting Promotions: While general lighting incentives have been reduced, staff continue to promote them in low-income neighborhoods and specific retailers, such as dollar stores and restores, where savings are still applicable.

Recommendations:

- Strengthen Customer Engagement for New Measures: If increasing participation in air purifiers and smart thermostats is a priority, staff could explore targeted outreach strategies, such as personalized email campaigns to past program participants or bundling incentives with other efficiency offerings.
- Leverage Online Marketplace Improvements: To maximize the impact of the website refresh, staff could assess user behavior and refine promotional strategies, such as highlighting product comparisons or customer testimonials to encourage purchases and program participation.
- Refine Incentive Strategies: Given the varying influence of rebates on different products, staff could focus higher rebates on items like dehumidifiers and pool pumps, where rebates strongly impact purchase decisions. For less rebate-sensitive items like smart thermostats, additional engagement strategies, such as annual energy savings incentives, could maintain interest and participation.

7 MULTIFAMILY SOLUTIONS

7.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable.

TABLE 7-1 PY14 MULTIFAMILY SOLUTIONS ENERGY SAVINGS (KWH)

Measure	Ex Ante Gross Savings (kWh)	Realization Rate (kWh)	Ex Post Gross Savings (kWh)	NTG	Ex Post Net Savings (kWh)
Advanced Power Strip	46,417	82.5%	38,297	90.2%	34,530
Air Infiltration	816,228	87.5%	714,368	90.2%	644,100
Duct Sealing	1,586,495	96.1%	1,524,279	90.2%	1,374,343
Faucet Aerator	49,458	94.2%	46,596	90.2%	42,012
LED 11W A-Type (Standard)	145	98.2%	142	90.2%	128
LED 15W A-Type (Standard)	40	95.7%	39	90.2%	35
LED 5W Candelabra (Specialty)	38,464	95.4%	36,708	90.2%	33,097
LED 6W Globe (Specialty)	29,128	95.8%	27,909	90.2%	25,164
LED 8W BR30 (Specialty)	195	99.4%	193	90.2%	174
LED 9W A-Type (Standard)	33,818	95.1%	32,153	90.2%	28,990
Low-Flow Showerhead	193,116	93.2%	179,980	90.2%	162,277
MF Direct Install	0	N/A	N/A	N/A	N/A
Smart Thermostat	13,377	90.4%	12,088	90.2%	10,899
Water Heater Pipe Insulation	40,984	91.5%	37,508	90.2%	33,819
Total	**2,847,865**	**93.1%**	**2,650,261**	**90.2%**	**2,389,569**

Sums may differ due to rounding.

TABLE 7-2 PY14 MULTIFAMILY SOLUTIONS DEMAND REDUCTIONS (KW)

Measure	Ex Ante Gross Reductions (kW)	Realization Rate (kW)	Ex Post Gross Reductions (kW)	NTG	Ex Post Net Reductions (kW)
Advanced Power Strip	4.77	82.5%	3.94	90.2%	3.55
Air Infiltration	266.20	87.5%	232.98	90.2%	210.06
Duct Sealing	447.82	115.6%	517.54	90.2%	466.63
Faucet Aerator	5.12	94.7%	4.85	90.2%	4.37
LED 11W A-Type (Standard)	0.03	97.5%	0.03	90.2%	0.03
LED 15W A-Type (Standard)	0.01	96.0%	0.01	90.2%	0.01
LED 5W Candelabra (Specialty)	7.61	95.8%	7.29	90.2%	6.57
LED 6W Globe (Specialty)	5.78	95.9%	5.54	90.2%	5.00
LED 8W BR30 (Specialty)	0.04	99.4%	0.04	90.2%	0.03
LED 9W A-Type (Standard)	6.67	95.7%	6.38	90.2%	5.76
Low-Flow Showerhead	20.07	93.2%	18.72	90.2%	16.88
MF Direct Install	0.00	N/A	N/A	N/A	N/A
Smart Thermostat	0.00	N/A	0.00	N/A	0.00
Water Heater Pipe Insulation	4.69	91.6%	4.30	90.2%	3.87
Total	**768.80**	**104.3%**	**801.60**	**90.2%**	**722.75**

Sums may differ due to rounding.

TABLE 7-3 PY14 MULTIFAMILY SOLUTIONS LIFETIME SAVINGS SUMMARY

Measure	EUL	Ex Post Gross Lifetime Energy Savings (kWh)	Ex Post Net Lifetime Energy Savings (kWh)
Advanced Power Strip	10	382,974	345,303
Air Infiltration	11	7,858,051	7,085,097
Duct Sealing	18	27,437,015	24,738,183
Faucet Aerator	10	465,958	420,124
LED 11W A-Type (Standard)	2	214	193
LED 15W A-Type (Standard)	2	58	52
LED 5W Candelabra (Specialty)	2	55,061	49,645
LED 6W Globe (Specialty)	2	41,863	37,745
LED 8W BR30 (Specialty)	2	290	261
LED 9W A-Type (Standard)	2	48,229	43,485
Low-Flow Showerhead	10	1,799,804	1,622,767
MF Direct Install	1	N/A	N/A
Smart Thermostat	11	132,973	119,893
Water Heater Pipe Insulation	13	487,608	439,645
Total	**15**	**38,710,100**	**34,902,395**

Sums may differ due to rounding.

TABLE 7-4 PY14 MULTIFAMILY SOLUTIONS PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
Advanced Power Strip	151	$7,550
Air Infiltration	1,037	$240,539
Duct Sealing	1,017	$272,981
Faucet Aerator	1,375	$8,920
LED 11W A-Type (Standard)	5	$40
LED 15W A-Type (Standard)	1	$13
LED 5W Candelabra (Specialty)	1,546	$10,787
LED 6W Globe (Specialty)	1,210	$8,470
LED 8W BR30 (Specialty)	5	$40
LED 9W A-Type (Standard)	1,394	$8,364
Low-Flow Showerhead	847	$12,675
MF Direct Install	1,261	$32,045
Smart Thermostat	39	$6,825
Water Heater Pipe Insulation	1,615	$3,284
Total	**11,503**	**$612,533**

Sums may differ due to rounding.

7.2 Program Description

The offering is designed to promote energy efficiency in the multifamily (MF) sector by offering home energy walkthrough assessments and deeper energy assessments to multifamily customers. Franklin implements the Multifamily Solutions (MF Solutions) offering. Incentives are provided to trade allies for installation of pre-approved measures. The program is a direct install and weatherization program similar to HPwES, but targets homes with five or more attached dwelling units. Properties with four or more meters can qualify.

This channel was developed to work towards overcoming the “split incentive” barrier to program participation; dwelling units have historically been underserved as owners are often unwilling to make significant investments in energy efficiency when the utility bill is paid by tenants. Participation in the multi-family program is free to all, regardless of income.

7.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

The evaluation approach for PY14 included the following activities: project data review, desk reviews, staff interviews, multifamily property manager interviews and site visits. Records indicated a total of 7,067 projects that were completed in fourteen (14) large apartment complexes, within 2,389 distinct apartment units.

The following figures show the contribution to savings by measure in the program.

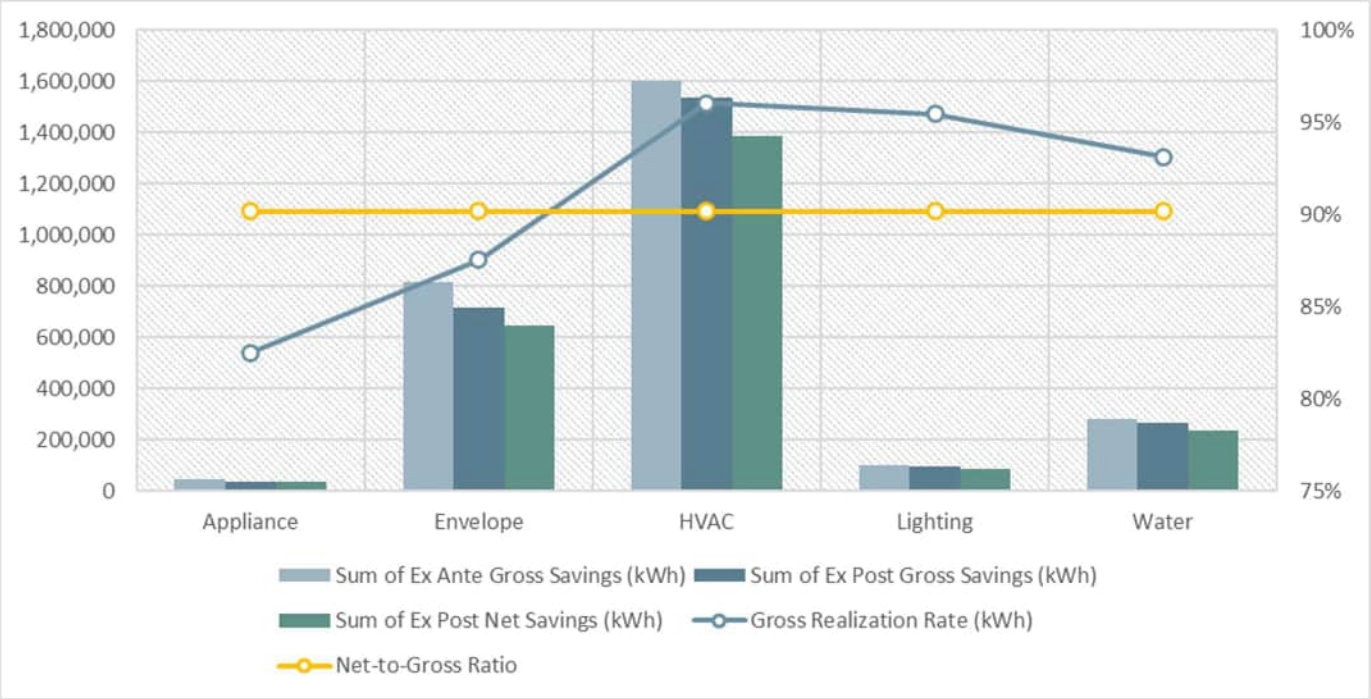
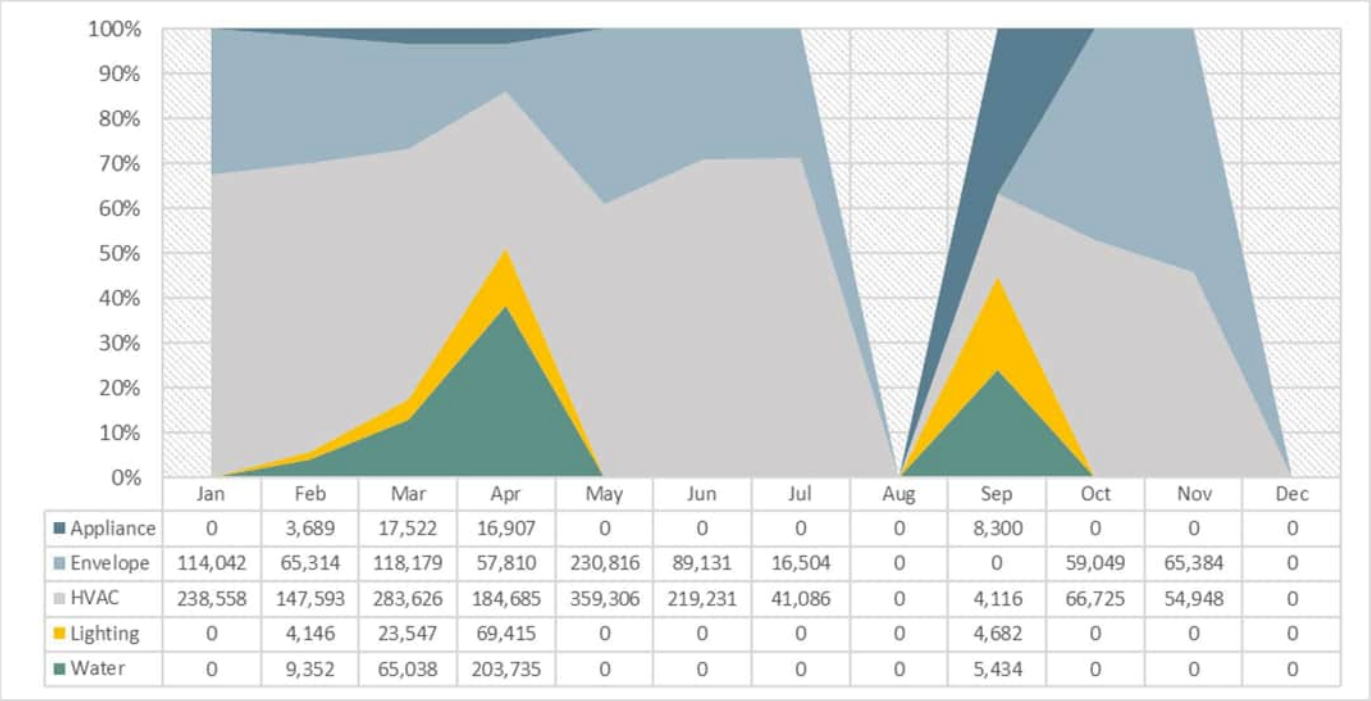


FIGURE 7-1 MULTIFAMILY SOLUTIONS ENERGY SAVINGS SUMMARY (KWH)

In PY14, the HVAC measures (smart thermostats and duct sealing) accounted for 56.2% of expected energy (kWh) savings, the envelope measure (air infiltration) contributed 28.7% of expected savings, the water measures (aerators, showerheads, water heater pipe wrap) contributed 10.0%, the lighting measures (LED lamps) contributed 3.6%, and the appliance measures (advanced power strips) contributed 1.6% of expected energy savings. Compared to PY13, PY14 saw a 12.9% increase in expected energy savings as the program claimed 2,847,865 kWh in PY14.

7.2.2 TIMING OF PROJECTS

The figure below shows *ex ante* energy savings (kWh) for the program by end use, by month. The tracking data indicated that there was a lull in project completion for the months of August and December.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Appliance	0	3,689	17,522	16,907	0	0	0	0	8,300	0	0	0
Envelope	114,042	65,314	118,179	57,810	230,816	89,131	16,504	0	0	59,049	65,384	0
HVAC	238,558	147,593	283,626	184,685	359,306	219,231	41,086	0	4,116	66,725	54,948	0
Lighting	0	4,146	23,547	69,415	0	0	0	0	4,682	0	0	0
Water	0	9,352	65,038	203,735	0	0	0	0	5,434	0	0	0

FIGURE 7-2 *EX ANTE* SAVINGS BY END USE BY MONTH

7.2.3 TRADE ALLIES

The program had ten participating trade allies in PY14. Five of the reported trade allies perform weatherization work, including the following measures: duct sealing and air infiltration.

The TPI, Franklin, installs all other measures, including the following: advanced power strip, aerator, LED lamp, water heater pipe wrap, showerhead, and smart thermostat. Franklin also received an incentive for performing the assessment.

The table below shows the distribution of savings across all trade allies.

TABLE 7-5 MULTIFAMILY SOLUTIONS TRADE ALLY ACTIVITY

Trade Ally	Gross Energy Savings (kWh)	% of Savings
TA 1	965,253	34%
TA 2	552,868	19%
Franklin Energy	445,142	16%
TA 3	342,411	12%
TA 4	157,255	6%
TA 5	111,865	4%
TA 6	104,622	4%
TA 7	70,520	2%
TA 8	50,987	2%
TA 9	46,943	2%

Sums may differ due to rounding.

7.2.4 GOAL ACHIEVEMENT

Total verified savings and percentage of goals for the program are summarized in the table below.

TABLE 7-6 PY14 MULTIFAMILY SUMMARY OF GOAL ACHIEVEMENT

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	Ex Post Gross Savings (kW) Target	% to kW Target
2,526,471	105%	145.00	553%

7.3 EM&V Methodology

The evaluations provided free-ridership estimates, discussions of program satisfaction and strategic recommendations for program improvement, and most/all measures offered by the program have deemed TRM savings. There were staff interviews, a full review of project data, a census of desk reviews, property manager interviews and site visits to confirm installations.

TABLE 7-7-ENERGY SMART FOR MULTIFAMILY DATA COLLECTION ACTIVITIES

Evaluation Activity	Sample Size	Impact	Process
Staff & TPI Interviews	4		X
Database Reviews	Census	X	X
Desk Reviews	Census	X	
Property Manger Interviews	1	X	X
Site Visits	Complexes	X	

7.3.1 SITE VISITS

The Evaluators performed two site visits on projects in the program. The table below outlines the measures captured in the site visits.

TABLE 7-8 SITE VISIT SUMMARY

Measures	PY14 Measure Count	Expected Measure Count During PY14 Site Visits	Verified Measures Count During cPY14 Site Visits
Air Infiltration	1,037	19	19
Duct Sealing	1,017	19	18

The largest barrier to scaling was effective multifamily property manager contact information, for both site visits and interview responses. An incentive of $50 was offered and multiple attempts were made. Tenant contact information was not available.

7.3.2 DEEMED SAVINGS CALCULATIONS

Impact methodologies for MF Solutions are the same as described for HPwES, described in Section 4.3.2.

7.4 Evaluation Findings

Evaluation results for the program can be found in Section 7.1 Summary.

7.4.1 GROSS IMPACT FINDINGS

7.4.1.1 Faucet Aerator (Bathroom & Kitchen)

Expected and verified savings for aerators are summarized below. There were 1,375 faucet aerators installed at 1,251 distinct residences.

TABLE 7-9 PY14 MULTIFAMILY EXPECTED AND VERIFIED AERATORS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
49,458	46,596	94.2%	5.12	4.85	94.7%

7.4.1.2 Air Infiltration

Expected and verified savings for the air infiltration projects are summarized below. There were 1,037 air infiltration projects. The low realization rate may be attributed to the measure ISR that was applied in PY14.

TABLE 7-10 PY14 MULTIFAMILY EXPECTED AND VERIFIED AIR INFILTRATION SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
816,228	714,368	87.5%	266.20	232.98	87.5%

7.4.1.3 Duct Sealing

Expected and verified savings for the duct sealing projects are summarized below. There were 1,017 duct sealing projects.

TABLE 7-11 PY14 MULTIFAMILY EXPECTED AND VERIFIED DUCT SEALING SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1,586,495	1,524,279	96.1%	447.82	517.54	115.6%

7.4.1.4 LED Lamp

Expected and verified savings for LED lamps are summarized below. There were 4,161 LED lamps installed at 1,104 residences.

TABLE 7-12 PY14 MULTIFAMILY EXPECTED AND VERIFIED LED SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
101,790	97,144	95.4%	20.13	19.29	95.8%

7.4.1.5 Water Heater Pipe Wrap

Expected and verified savings for the pipe wrap projects are summarized below. Pipe wrap was installed in 1,615 residences.

TABLE 7-13 PY14 MULTIFAMILY EXPECTED AND VERIFIED PIPE WRAP SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
40,984	37,508	91.5%	4.69	4.30	91.6%

7.4.1.6 Low-Flow Showerhead

Expected and verified savings for showerheads are summarized below. There were 847 low-flow showerheads installed at 711 residences.

TABLE 7-14 PY14 MULTIFAMILY EXPECTED AND VERIFIED SHOWERHEADS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
193,116	179,980	93.2%	20.07	18.72	93.2%

7.4.1.7 Smart Thermostat

Expected and verified savings for smart thermostats are summarized below. There were 39 smart thermostats installed at 39 residences.

TABLE 7-15 PY14 MULTIFAMILY EXPECTED AND VERIFIED THERMOSTATS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
13,377	12,088	90.4%	0.00	0.00	N/A

7.4.1.8 Advanced Power Strips

Expected and verified savings for advanced power strips are summarized below. There were 151 smart thermostats installed at 138 residences. The low realization rate may be attributed to the measure ISR that was applied in PY14.

TABLE 7-16 PY14 MULTIFAMILY EXPECTED AND VERIFIED ADVANCED POWER STRIPS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
46,417	38,297	82.5%	4.77	3.94	82.5%

7.4.1.9 Avoided Replacement Cost

The Evaluators have added the benefits of ARC. The table below summarizes the ARC by measure in MF Solutions. Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 7-17 SUMMARY OF ARC FOR MF SOLUTIONS

Measure	*Ex Post* Gross ARCs ($)	*Ex Post* Net ARCs ($)	NPV ARCs ($)
Advanced Power Strip	N/A	N/A	N/A
Air Infiltration	N/A	N/A	N/A
Duct Sealing	N/A	N/A	N/A
Faucet Aerator	N/A	N/A	N/A

LED 11W A-Type (Standard)	$9	$8	$8
LED 15W A-Type (Standard)	$2	$2	$2
LED 5W Candelabra (Specialty)	$3,337	$3,009	$3,009
LED 6W Globe (Specialty)	$2,612	$2,355	$2,355
LED 8W BR30 (Specialty)	$11	$10	$10
LED 9W A-Type (Standard)	$2,473	$2,229	$2,229
Low-Flow Showerhead	N/A	N/A	N/A
MF Direct Install	N/A	N/A	N/A
Smart Thermostat	N/A	N/A	N/A
Water Heater Pipe Insulation	N/A	N/A	N/A
Total	**$8,443**	**$7,613**	**$7,613**

Sums may differ due to rounding.

7.4.2 NET IMPACT FINDINGS

The net savings for the multifamily program were based on results of interviews with property managers completed in PY12 and PY13. Based on these results, a net-to-gross ratio of 90.2% was applied to the program.

7.4.3 PROCESS FINDINGS

7.4.3.1 Staff and Implementer Interview

The following section summarizes the key findings from in-depth interviews with two ENO program staff, one APTIM staff, and one Franklin staff; ENO staff participated in one interview and APTIM and Franklin staff participated in a second interview. These in-depth interviews aimed to learn more about HPwES program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes findings specific to Multi-Family Solutions.

7.4.3.1.1 *Program Description*

The Multifamily Solutions program is structured the same as HPwES, but with a focus on multi-family apartment buildings rather than single-family homes or four-unit or smaller buildings.

7.4.3.1.2 *Program Implementation*

Staff focus recruitment efforts in the earlier half of the year, as property managers are harder to engage during the fourth quarter. Staff focus on a variety of building sizes and types to ensure all eligible customers are served. In general, when a building participates in the program, the building receives an assessment, and all units receive the necessary direct install measure upgrades. Typically, the building representative – most often the property manager – can speak to the similarities across the different units in the building, and assessments are only completed in varying units rather than every unit in the building. Once trade ally related work is determined, the trade ally completes all necessary upgrades in the building before moving on to a new project.

7.4.3.1.3 *Marketing*

Staff rely on a pipeline developed from direct outreach. When choosing eligible buildings, staff balance budget constraints with serving maximum number of clients and needs. Program staff also attended “Landlord Day” and other community outreach events to promote the program among property managers.

Staff explained that in PY14, they had developed a healthy pipeline of multifamily building participants through various direct outreach efforts. They also mentioned that they had met their goal by the time of the interview in Fall 2024. Staff highlighted aggressive outreach in the beginning half of the year as one of the main reasons the program reached its goal so early.

7.4.3.2 Property Manager Interviews

The Entergy Smart tracking data for the Multifamily Solutions program included nine unique program contacts, seven of whom had valid contact information. Property managers were contacted via phone and email up to three times and invited to participate in an interview. Of these, six declined, resulting in one completed interview and a response rate of 14%. Given the small sample size, the findings in this section should not be considered representative of the larger group. Table 7-16 provides details on the research sample recruitment process.

The interviewed property manager participated in the program primarily to help residents lower their energy costs. They expressed high satisfaction with the program, which included installing smart thermostats, new aerators, and LED lighting. The installation process was smooth, taking two weeks to complete, with no major challenges or frustrations reported.

For program improvements, the property manager suggested providing instructional pamphlets for smart thermostats. Their broader sustainability efforts focus on operational efficiency, fostering strong resident relationships, and gradually replacing outdated appliances with energy-efficient models.

TABLE 7-16 RESEARCH SAMPLE RECRUITMENT DETAILS

Contact Details		
Total Points of Contact on Respondent List	9	
Contacts with Email Addresses	9	*Minimum 2 emails per contact*
Contacts with Phone Numbers	8	*Minimum of 2 phones calls and 1 text per contact number*
Non-contactable Entries on List	2	*Includes bad numbers, issues with voicemail, etc.*
Response Details		
Successful Interviews	1	*Replied positively, scheduled, and completed interview*
Declined or Not Qualified	6	*Declined invitation / Did not meet qualifying criteria*
Interested but Unresponsive	0	*Indicated interest via email or text but did not respond to repeated calls for further screening*
Missed Rescheduling Opportunity	0	*Did not respond to calls to reschedule missed interview appointment*

7.5 Findings and Recommendations

Key Findings:

- High Satisfaction: The interviewed property manager reported a smooth installation process, clear communication, and noticeable energy savings for residents.
- Minimal Challenges: No major issues were identified, though some older residents struggled with using smart thermostats.

Recommendations:

- Improve Smart Thermostat Support: If resident usability remains a concern, staff could provide instructional pamphlets or brief training sessions to help residents better understand and operate their smart thermostats.
- Address Resident Needs: To ensure all residents fully benefit from energy-efficient upgrades, staff may consider periodic follow-ups or optional educational materials tailored for different resident groups.

8 A/C SOLUTIONS

8.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable.

TABLE 8-1 PY14 AC SOLUTIONS ENERGY SAVINGS (KWH)

Measure	Ex Ante Gross Savings (kWh)	Realization Rate (kWh)	Ex Post Gross Savings (kWh)	NTG	Ex Post Net Savings (kWh)
Central AC Replacement	3,305	74.2%	2,453	102.8%	2,521
Central AC Tune-up	2,511,151	99.2%	2,491,089	90.3%	2,248,331
Duct Sealing	1,502,932	113.9%	1,711,203	102.8%	1,759,116
Ductless Heat Pump	5,382	100.0%	5,382	102.8%	5,533
Smart Thermostat	686	98.5%	676	102.8%	695
Total	**4,023,456**	**104.7%**	**4,210,803**	**95.4%**	**4,016,197**

Sums may differ due to rounding.

TABLE 8-2 PY14 AC SOLUTIONS DEMAND REDUCTIONS (KW)

Measure	Ex Ante Gross Reductions (kW)	Realization Rate (kW)	Ex Post Gross Reductions (kW)	NTG	Ex Post Net Reductions (kW)
Central AC Replacement	0.76	191.7%	1.46	102.8%	1.50
Central AC Tune-up	1,180.82	99.2%	1,171.37	90.3%	1,057.22
Duct Sealing	587.41	117.1%	687.79	102.8%	707.05
Ductless Heat Pump	0.58	100.0%	0.58	102.8%	0.59
Smart Thermostat	0.00	N/A	0.00	N/A	0.00
Total	**1,769.56**	**105.2%**	**1,861.19**	**94.9%**	**1,766.36**

Sums may differ due to rounding.

TABLE 8-3 PY14 AC SOLUTIONS LIFETIME SAVINGS SUMMARY

Measure	EUL	Ex Post Gross Lifetime Energy Savings (kWh)	Ex Post Net Lifetime Energy Savings (kWh)
Central AC Replacement	19	46,603	47,907
Central AC Tune-up	3	7,798,975	7,038,961
Duct Sealing	18	30,801,647	31,664,093
Ductless Heat Pump	18	96,876	99,589
Smart Thermostat	11	7,436	7,644
Total	**9.2**	**38,751,537**	**38,858,193**

Sums may differ due to rounding.

TABLE 8-4 PY14 AC SOLUTIONS COUNT OF MEASURES AND INCENTIVE SPEND

Measure	Participation (Count of Measures)	Incentive Spend ($)
Central AC Replacement	3	$550
Central AC Tune-up	3,120	$436,700
Duct Sealing	733	$233,631
Ductless Heat Pump	9	$2,250
Smart Thermostat	2	$300
Total	**3,867**	**$673,431**

Sums may differ due to rounding.

8.2 Program Description

A/C Solutions provides financial incentives to encourage residential customers to improve the efficiency of their HVAC systems; Franklin implements this program. Incentives are provided for ductless heat pumps, HVAC tune-up, HVAC replacements, duct sealing and smart thermostats.

Incentives for air conditioner replacements range from $50 to $150, depending on the size and SEER of the new unit. Incentives for ducted heat pumps range from $150 to $250, depending on the size and SEER of the new unit. Ductless heat pumps may receive incentives ranging from $250 to $500 depending on the size of the unit.

Tune-ups are provided by a qualified trade ally and involve assessing the performance of the unit before and after measures are implemented. Typical measures implemented as part of the tune-up procedure include air flow correction; cleaning of the indoor blower, evaporator coils, condenser coils; and correction of refrigerant charge (if necessary).

Duct sealing is performed by applying mastic sealant or metal tape to the distribution system of air conditioning systems. Duct sealing performance is tested by taking the pre-measurement and post-measurement cubic feet per minute (CFM) leakage rate.

8.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

Below, individual measure contribution to the overall program expected savings.

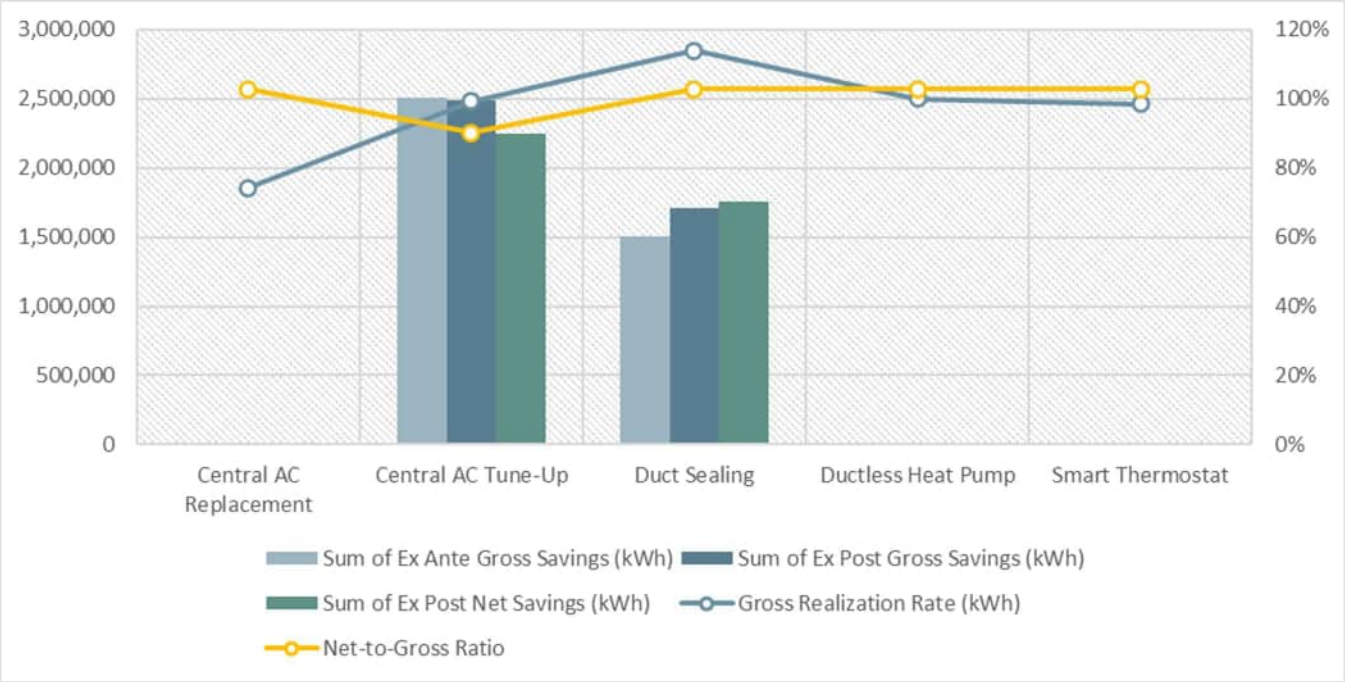
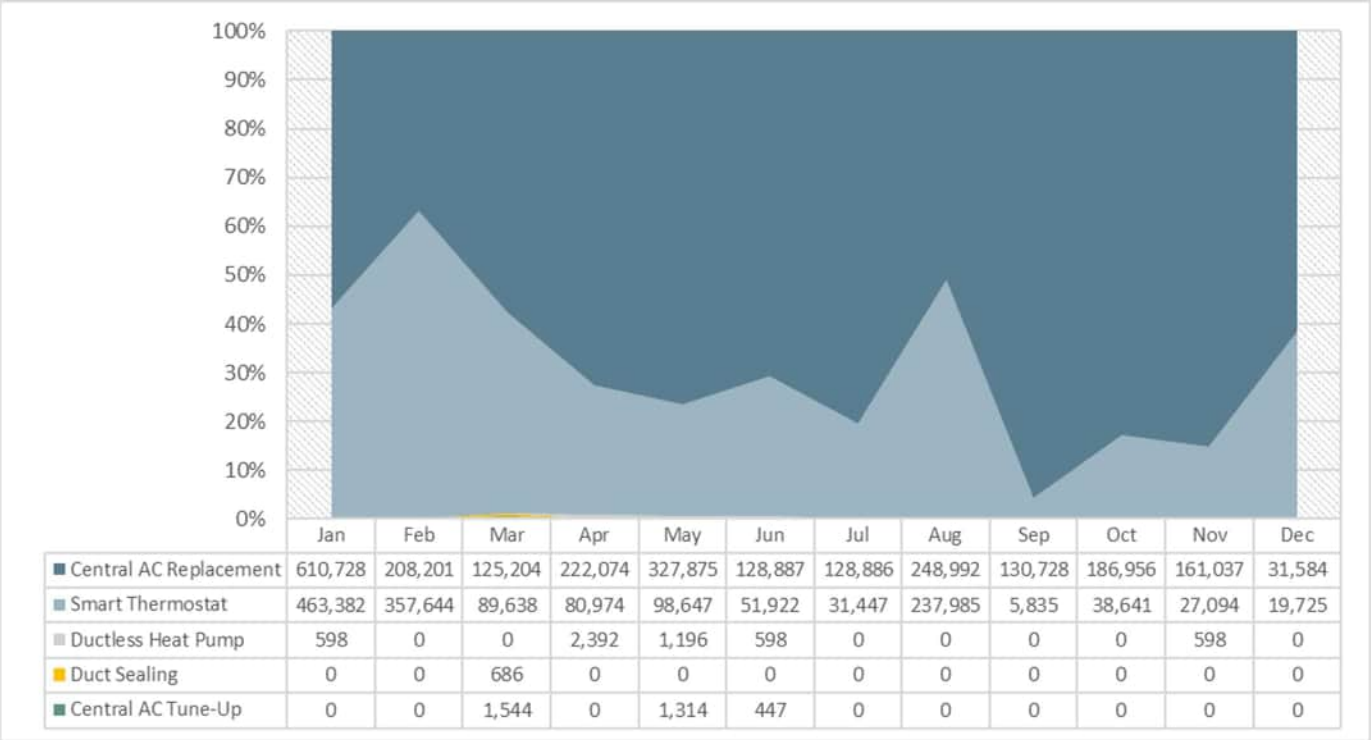


FIGURE 8-1 AC SOLUTIONS COMBINED SAVINGS CONTRIBUTION BY MEASURE

AC tune-ups (62.4%), duct sealing (37.4%) and central AC replacements/ductless heat pumps (both 0.1%) were the high impact measures in the AC Solutions program. In PY13 there were 1,582 total distinct homes accounting for 4,023,456 kWh of expected energy savings, compared to 3,373,191 kWh of expected savings in PY13.

8.2.2 TIMING OF PROJECTS

The figure below shows *ex ante* energy savings (kWh) for the program by end use, by month.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Central AC Replacement	610,728	208,201	125,204	222,074	327,875	128,887	128,886	248,992	130,728	186,956	161,037	31,584
Smart Thermostat	463,382	357,644	89,638	80,974	98,647	51,922	31,447	237,985	5,835	38,641	27,094	19,725
Ductless Heat Pump	598	0	0	2,392	1,196	598	0	0	0	0	598	0
Duct Sealing	0	0	686	0	0	0	0	0	0	0	0	0
Central AC Tune-Up	0	0	1,544	0	1,314	447	0	0	0	0	0	0

FIGURE 8-2 *EX ANTE* BY END USE BY MONTH

8.2.3 TRADE ALLIES

The program had eight (8) participating trade allies identified in project data; there were also one unknown trade ally that installed an AC unit. Seven of the reported trade allies installed some combination of smart thermostats, duct sealing and performed AC tune-ups, including the two top performing trade allies. Two additional trade allies only performed AC tune-ups. The remaining trade allies installed ductless heat pumps.

The table below shows the distribution of savings across all trade allies.

TABLE 8-5 AC SOLUTIONS TRADE ALLY ACTIVITY

Trade Ally	*Ex Ante* Gross Energy Savings (kWh)	% of Savings
TA 1	2,778,058	69%
TA 2	566,391	14%
TA 3	341,478	8%
TA 4	198,703	5%
TA 5	115,410	3%
TA 6	6,798	< 1%
Unknown TA	6,515	< 1%
TA 7	4,957	< 1%
TA 8	1,841	< 1%

Sums may differ due to rounding.

8.2.4 GOAL ACHIEVEMENT

Total verified savings and percentage of goals for the program are summarized below.

TABLE 8-6 PY14 AC SOLUTIONS SUMMARY OF GOAL ACHIEVEMENT

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	Ex Post Gross Savings (kW) Target	% to kW Target
3,322,555	127%	1,453.00	122%

8.3 EM&V Methodology

The evaluation approach for PY13 included the following activities: project data review, desk reviews, and site visits. Impact methodologies for the Program are the same as described for HPwES in Section 4.3.1, measures not covered are described below.

TABLE 8-7 A/C SOLUTIONS DATA COLLECTION ACTIVITIES

Evaluation Activity	Sample Size	Impact	Process
Staff & TPI Interviews	4		X
Database Reviews	Census	X	X
Participant Surveys	55	X	X
Site Visits		X	
Desk Reviews	Census	X	

In PY14, savings for these measures are fully deemed based on the NO TRM V7.0.

8.3.1 SITE VISITS

The Evaluators performed 55 site visits on projects in the program. The table below outlines the measures captured in the site visits.

TABLE 8-8 SITE VISIT SUMMARY

Measure	PY14 Participant Count	Found in PY14 Site Visit
Central AC Tune-Up	3,120	31
Duct Sealing	733	24

The results of site visits were blended with the participant survey responses to estimate in-service rates. Results are presented in the table below.

TABLE 8-9 MEASURE-SPECIFIC GROSS IMPACTS FOR AC SOLUTIONS

Measure	In-Service Rate
Central AC Replacement	100%
Central AC Tune-Up	99%
Duct Sealing	97%
Ductless Heat Pump	100%
Smart Thermostat	99%

8.3.2 DEEMED SAVINGS CALCLULATIONS

8.3.2.1 AC Replacement

AC replacement savings were calculated using the savings methodology from the NO TRM V7.0, Section 1.3.1. The following equations outline the methodology that the Evaluators adhered to.

$$kWh_{Savings} = CAP_c \times \frac{1\,\text{kW}}{1{,}000\,\text{W}} \times \left(\frac{1}{SEER2_{pre}} - \frac{1}{SEER2_{post}}\right) \times EFLH_C$$

$$kW_{Reductions} = CAP_c \times \frac{1\,\text{kW}}{1{,}000\,\text{W}} \times \left(\frac{1}{EER2_{pre}} - \frac{1}{EER2_{post}}\right) \times \%\text{CF}$$

Where:

CAP_C = Cooling capacity (in BTU)
$SEER2_{pre}$ = Measured efficiency of the heating equipment before tune-up
$SEER2_{post}$ = Measured efficiency of the heating equipment after tune
$EER2_{pre}$ = Full-load efficiency of baseline equipment
$EER2_{post}$ = Full-load efficiency of efficient equipment
$EFLH_C$ = Equivalent Full Load Hours - cooling (1,637)
$\%CF$ = Peak coincidence factor

TABLE 8-10 CENTRAL AC REPLACEMENT SCENARIO BASELINES

Replacement Scenario	SEER2	EER2
New Construction / Replace-on-Burnout Split Systems < 45,000 btu/h	14.3	11.7
New Construction / Replace-on-Burnout Split Systems ≥ 45,000 btu/h	13.8	11.2 9.8 if efficient SEER2 ≥ 15.2
Early Retirement	12.3	10.6

8.3.2.2 Ductless Heat Pump Replacement

Ductless HP replacement savings were calculated using the savings methodology from the NO TRM V7.0, Section 1.3.4.5. The following equations outline the methodology that the Evaluators adhered to.

$$kWh_{Savings\,(Cooling)} = CAP_C \times \frac{1\,\text{kW}}{1{,}000\,\text{W}} \times \left(\frac{1}{SEER_{pre}} - \frac{1}{SEER_{post}}\right) \times EFLH_C$$

$$kWh_{Savings\,(Heating)} = CAP_H \times \frac{1\,\text{kW}}{1{,}000\,\text{W}} \times \left(\frac{1}{HSPF_{pre}} - \frac{1}{HSPF_{post}}\right) \times EFLH_H$$

$$kW_{Reductions} = CAP_C \times \frac{1\text{ kW}}{1{,}000\text{ W}} \times \left(\frac{1}{EER_{pre}} - \frac{1}{EER_{post}}\right) \times \%\text{CF}$$

Where:

CAP_H = Heating capacity of HP (in BTU)

$HSPF_{pre}$ = Heating Season Performance Factor of baseline equipment

$HSPF_{post}$ = Heating Season Performance Factor of efficient equipment

8.3.2.3 Other Measures

For remaining measures, the Evaluators used the following NO TRM V7.0. The sections are in Table 8-11.

TABLE 8-11 NO TRM V7.0 SECTIONS FOR OTHER MEASURES

Measure	TRM Section	Calculated	TRM Table(s)	Table Page(s)
Ductless Heat Pump	1.3.7	Deemed	Table 1-87	115

8.4 Evaluation Findings

The findings of the evaluation are found in Section 8.4 Summary.

8.4.1 GROSS IMPACT FINDINGS

8.4.1.1 Central Air Conditioning Replacement

In PY14, the AC Solutions offering incentivized three central AC replacement. Expected and verified savings for Central AC replacement project are summarized below. The low realization rate may be attributed to differences in baseline and efficiency values assumed in calculations. The Evaluators verified the unit make / model through the AHRI database and utilized a SEER II compliant baseline.

TABLE 8-12 PY14 AC SOLUTIONS EXPECTED AND VERIFIED CENTRAL AC REPLACEMENT SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
3,305	2,453	74.2%	0.76	1.46	191.7%

8.4.1.2 Central Air Conditioning Tune-up

There were 3,120 central AC tune-up projects in PY14. Expected and verified savings are summarized below.

TABLE 8-13 PY14 AC SOLUTIONS EXPECTED AND VERIFIED CENTRAL AC TUNE-UPS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
2,511,151	2,491,089	99.2%	1,180.82	1,171.37	99.2%

8.4.1.3 Ductless Heat Pump Replacement

The program rebated 9 ductless heat pumps. The Evaluators calculated savings by applying deemed savings by claimed tonnage. Methods for calculating the deemed savings values came from the NO TRM V7.0, section 1.3.7. Deemed per-unit kWh and kW reductions were applied. The higher realization rate may be attributed to deemed savings values being applied to the units assuming tonnages of 1.0, whereas the Evaluators utilized the actual unit tonnages.

TABLE 8-14 DUCTLESS HEAT PUMP DEEMED SAVINGS PER TONNAGE

Replacement Scenario	kWh per Ton	kW per Ton	Average Tons	kWh per Unit	kW per Unit
New Construction	598	0.064	3.01	1,801	0.19
Replace-on-Burnout	598	0.064	3.01	1,801	0.19
Early Retirement	745	0.1026	3.01	2,239	0.31

TABLE 8-15 PY14 AC SOLUTIONS EXPECTED AND VERIFIED DUCTLESS HP SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
5,382	5,382	100.0%	0.58	0.58	100.0%

8.4.1.4 Duct Sealing

There were 733 duct sealing projects. Expected and verified savings for duct sealing projects are summarized below. The higher realization rate may be due to improper SEER values being utilized in the ex ante estimations, as well as assuming 35% of total fan flow in CFM25 pre-retrofit value adjustments in ex ante estimations.

TABLE 8-16 PY14 AC SOLUTIONS EXPECTED AND VERIFIED DUCT SEALING SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1,502,932	1,711,203	113.9%	587.41	687.79	117.1%

8.4.1.5 Smart Thermostat

The offering incentivized 2 smart thermostats. Expected and verified savings for smart thermostats are summarized below.

TABLE 8-17 PY13 MULTIFAMILY EXPECTED AND VERIFIED SMART THERMOSTATS SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
686	676	98.5%	0.00	0.00	N/A

8.4.1.6 Avoided Replacement Cost

There are no ARC in the program.

8.4.2 NET IMPACT FINDINGS

The program administrator provides trade ally recruitment, training, qualification, data acquisition tools and guidelines, and quality assurance and oversight. Under this program, qualified trade allies will perform services such as refrigerant charge adjustment, airflow optimization, coil cleaning, and air filter replacement. Incentives for HVAC system upgrades are available in addition to these services. HVAC savings have been well-established in the NO TRM V7.0 via metering and billing analysis studies.

The table below presents each NTG value and source. Free ridership was assessed using a participant survey. A literature review was performed to estimate spillover for central AC replacements due to a lack of survey responses for that measure. Spillover was assessed using the methodology described in section 3.3.2.3.4. The spillover ratio was 2.8%.

TABLE 8-18 AC SOLUTIONS NET IMPACTS

Measure	Net-to-Gross Ratio	Source of NTG
Central AC Replacement	102.8%	Literature Review; small sample
Central AC Tune-up	90.3%	Participant Survey
Duct Sealing	90.3%	Participant Survey
Ductless Heat Pump	102.8%	Participant Survey
Smart Thermostats	102.8%	Participant Survey

Results for overall verified net savings are shown below in Table 8-19.

TABLE 8-19 PY13 AC SOLUTIONS PROGRAM NET SAVINGS

Ex Post Gross Energy Savings (kWh)	*Ex Post* Net Energy Savings (kWh)	kWh NTG	*Ex Post* Gross Demand Reductions (kW)	*Ex Post* Net Demand Reductions (kW)	kW NTG
4,210,803	4,016,197	95.4%	1,861.19	1,766.36	94.9%

8.4.3 PROCESS FINDINGS

The Evaluators conducted a full process evaluation. Section 8.4.3 summarizes the process evaluation activities for the A/C Solutions program.

8.4.3.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff, one APTIM staff, and one Franklin staff; ENO staff participated in one interview and APTIM and Franklin staff participated in a second interview. These in-depth interviews aimed to learn more about AC Solutions program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

8.4.3.1.1 *Program Description*

A/C Solutions provides financial incentives to encourage residential customers to improve the efficiency of their HVAC systems; Franklin implements this program. Incentives are provided for ductless heat pumps, HVAC tune-up, HVAC replacements, duct sealing and smart thermostats.

Tune-ups are provided by a qualified trade ally and involve assessing the performance of the unit before and after measures are implemented. Typical measures implemented as part of the tune-up procedure include air flow correction; cleaning of the indoor blower, evaporator coils, condenser coils; and correction of refrigerant charge (if necessary).

Duct sealing is performed by applying mastic sealant or metal tape to the distribution system of air conditioning systems. Duct sealing performance is tested by taking the pre-measurement and post-measurement cubic feet per minute (CFM) leakage rate.

8.4.3.1.2 *Program Implementation*

Unlike the other residential programs, AC Solutions is completely trade ally driven. The extent of program staff's involvement in implementation is connecting HPwES customers with a list of AC Solutions trade allies if their home assessment indicates they need AC Solutions related equipment upgrades.

Entergy lists trade allies on the Energy Smart website and interested customers are able to reach out to these trade allies directly to schedule work. In PY13, there were five active trade allies engaged in the program. Staff are looking to increase trade ally engagement with the program to increase overall participation. Although some of the HPwES trade allies also work with the AC Solutions program, both programs require different credentials and specialties.

Typically, trade allies deduct the incentive from the customer's bill, meaning the trade ally receives the incentive instead of the customer.

8.4.3.1.3 *Marketing*

In PY14, staff focused on streamlining and simplifying the application process for trade allies. They continue to utilize direct-to-customer marketing strategies, including bill inserts, emails, postcards, and social media advertisements.

8.4.3.2 Participant Survey

The AC Solutions (AC) offering provides residential customers with a more comprehensive set of options to lower energy consumption and costs associated with keeping their homes cool and comfortable in the summer. Customers with functioning ACs can improve the efficiency of their units with the help of a comprehensive AC tune-up or replacement. The offering also includes DR-enabled smart thermostats. The program will build capacity within the territory's HVAC contractor network to provide value-added services to their customers. These services are eligible to be incentivized because they go above and beyond the standard industry practices and offerings in the marketplace.

8.4.3.2.1 *Awareness and Motivation for Participation*

There are multiple ways consumers learned about Entergy's Energy Efficiency program. In 2024, most learned about the rebate program directly through a friend or family member or from Entergy via email or bill insert.

TABLE 8-20 SOURCES OF AWARENESS OF THE ENTERGY ENERGY EFFICIENCY PROGRAM (N=55)

Source	(n = 55)
Word-of-mouth (family, friend, colleague, etc.)	42%

Email from Entergy	24%
Entergy bill insert or mailer	18%
Completion of an Entergy online energy assessment	11%
Entergy website	9%
Entergy program staff	7%
Newspaper or magazine article/ad	2%
Contractor	2%
Social media (Facebook, Twitter, Instagram, etc.)	2%
Other	13%
Don't remember	5%

Almost two out of three participants said the main motivation for participating in the program is saving money on energy bills. While over half of participants indicated that conserving energy and improving the comfort of the home were reasons for participating in the program, they were far less likely to be selected as the "main" reason.

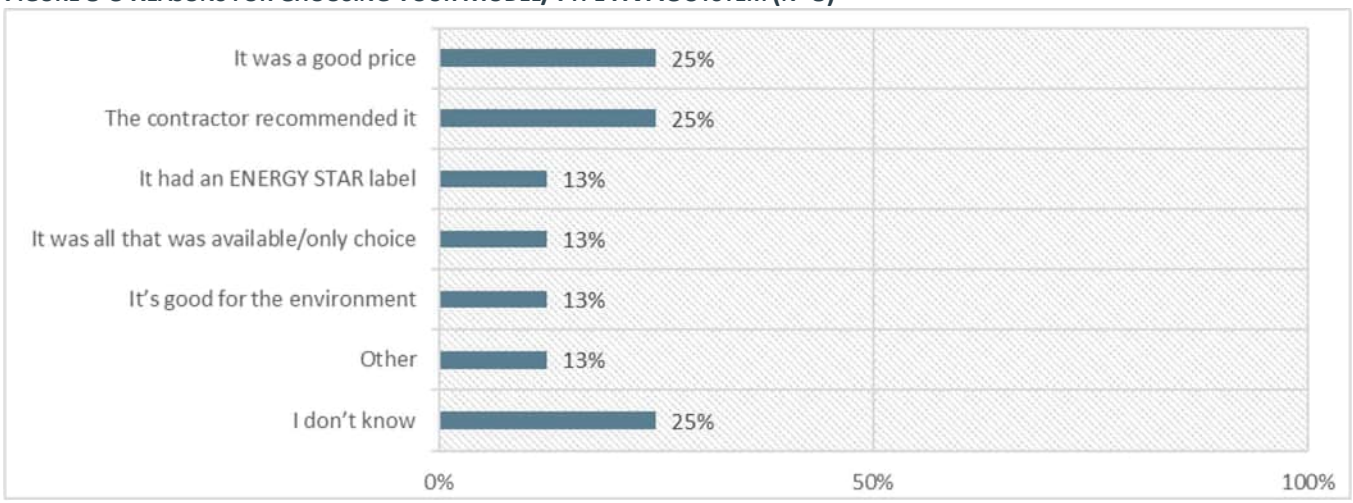
TABLE 8-21 MOTIVATIONS FOR PARTICIPATING IN THE ENERGY EFFICIENCY PROGRAM (N=55)

	"All" Reasons for Participating	"Main" Reason for Participating
Save money on energy bills	80%	64%
Conserve energy	62%	15%
Improve the comfort of your home	53%	7%
Become as energy efficient as my friends or neighbors	29%	0%
Get the free equipment/discount/rebate	25%	2%
Recommendation from a friend, relative, neighbor, or colleague	25%	2%
Protect the environment	24%	0%
Recommendation from Entergy	15%	5%
Recommendation from contractor	2%	0%
Other	2%	2%
Don't know	4%	4%

8.4.3.2.1.1 HVAC System Purchase Decisions

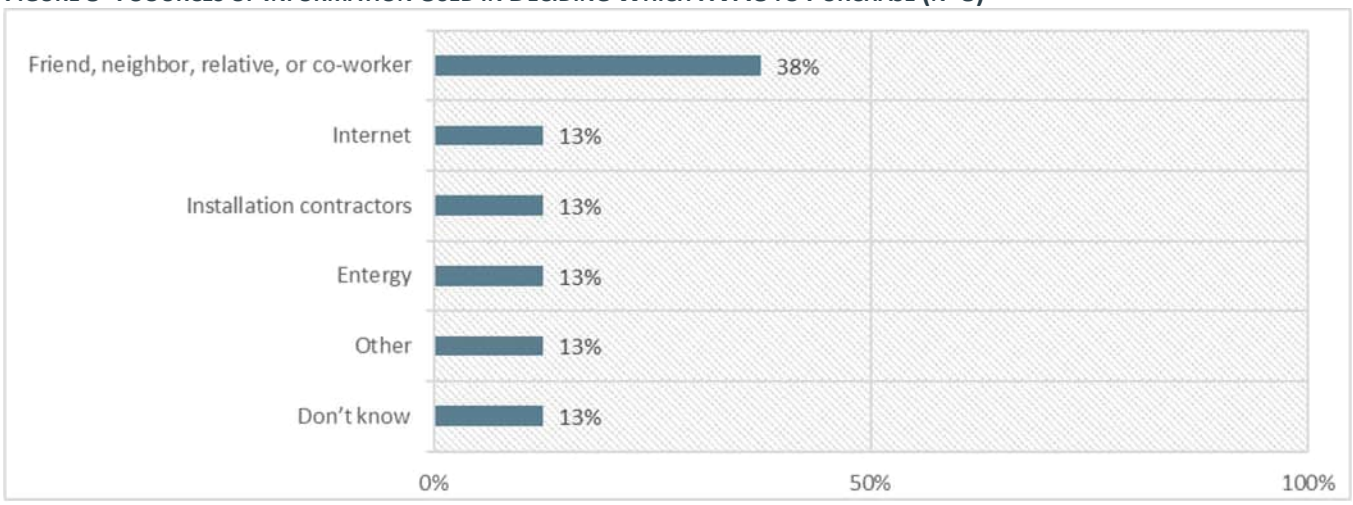
The purchase of a particular model or type of HVAC system was most influenced by price and/or the recommendation of a contractor. Other influences include the presence of an ENERGY STAR label, availability and being environmentally friendly.

FIGURE 8-3 REASONS FOR CHOOSING YOUR MODEL/TYPE HVAC SYSTEM (N=8)



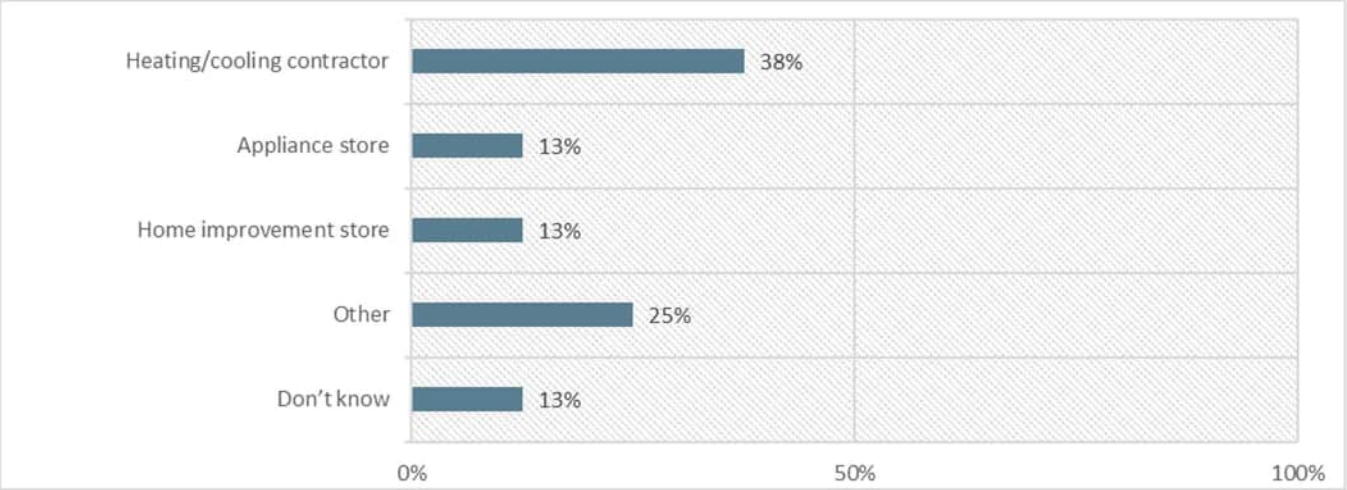
The most frequent source of information used in deciding which HVAC system to purchase came from family, friends, neighbors, and co-workers.

FIGURE 8-4 SOURCES OF INFORMATION USED IN DECIDING WHICH HVAC TO PURCHASE (N=8)



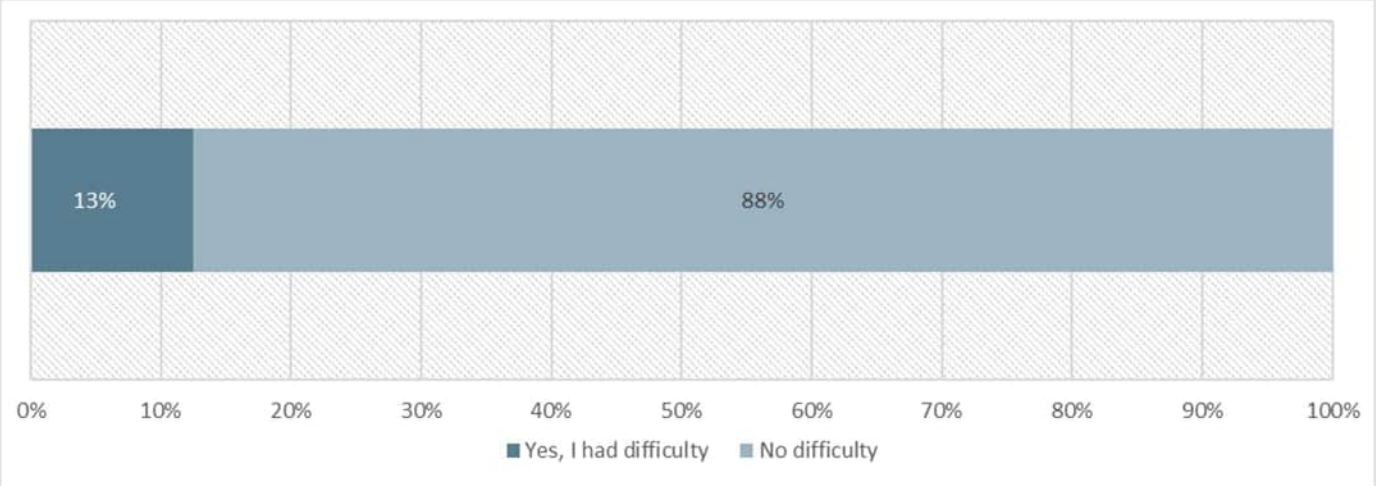
Over one in three purchased their HVAC system from a heating and cooling contractor. A smaller number purchased from an appliance store or a home improvement store.

FIGURE 8-5 TYPE OF STORE OR CONTRACTOR FROM WHICH HVAC WAS PURCHASED (N=8)



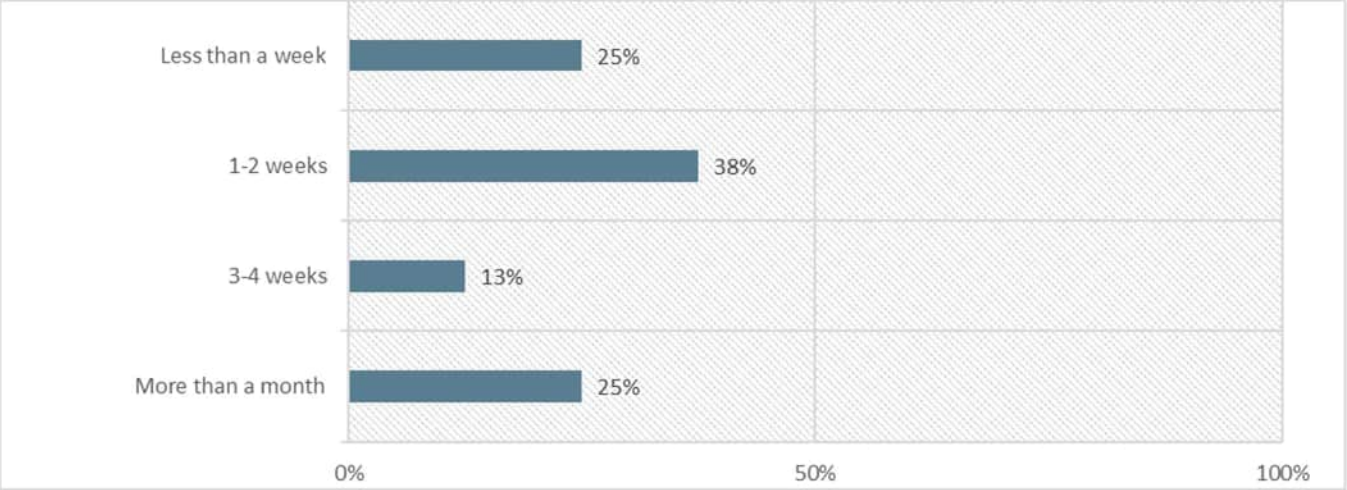
Nine in ten participants had no difficulty purchasing an efficient HVAC eligible for a rebate.

FIGURE 8-6 EXPERIENCED DIFFICULTY ACQUIRING AN EFFICIENT HVAC ELIGIBLE FOR A REBATE (N=8)



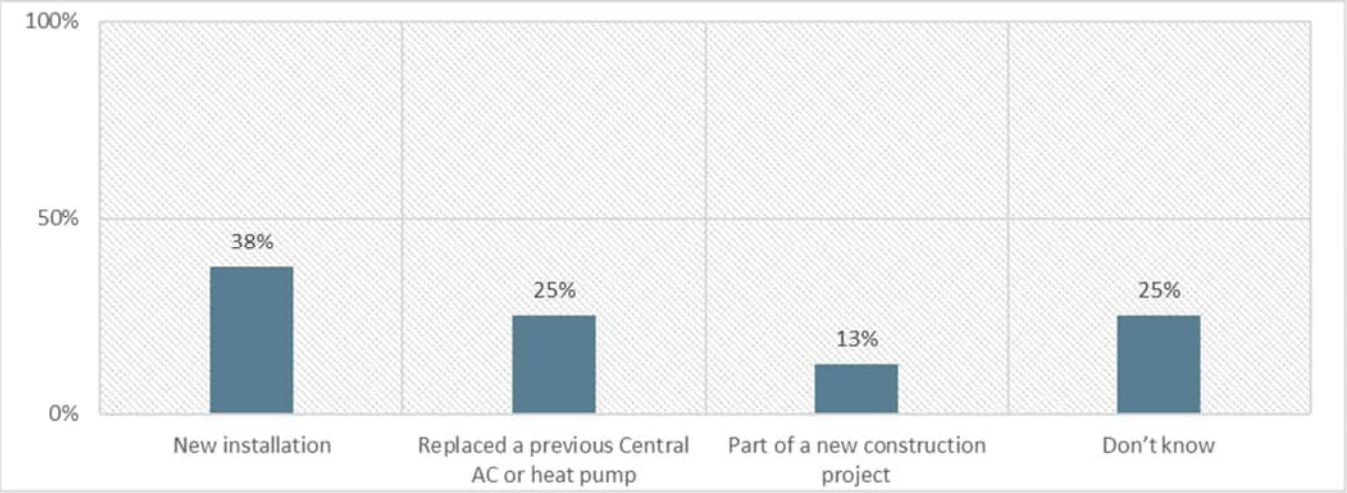
Nearly two-thirds of participants received the new HVAC within 2 weeks.

FIGURE 8-7 WAIT TIME FOR RECEIVING THE HVAC (N=8)



Through the HVAC rebate program, just over one-third of participants installed new equipment while one-quarter replaced a previous Central AC or heat pump.

FIGURE 8-8 HVAC REBATE: NEW INSTALLATION OR REPLACEMENT OF EXISTING EQUIPMENT (N=8)



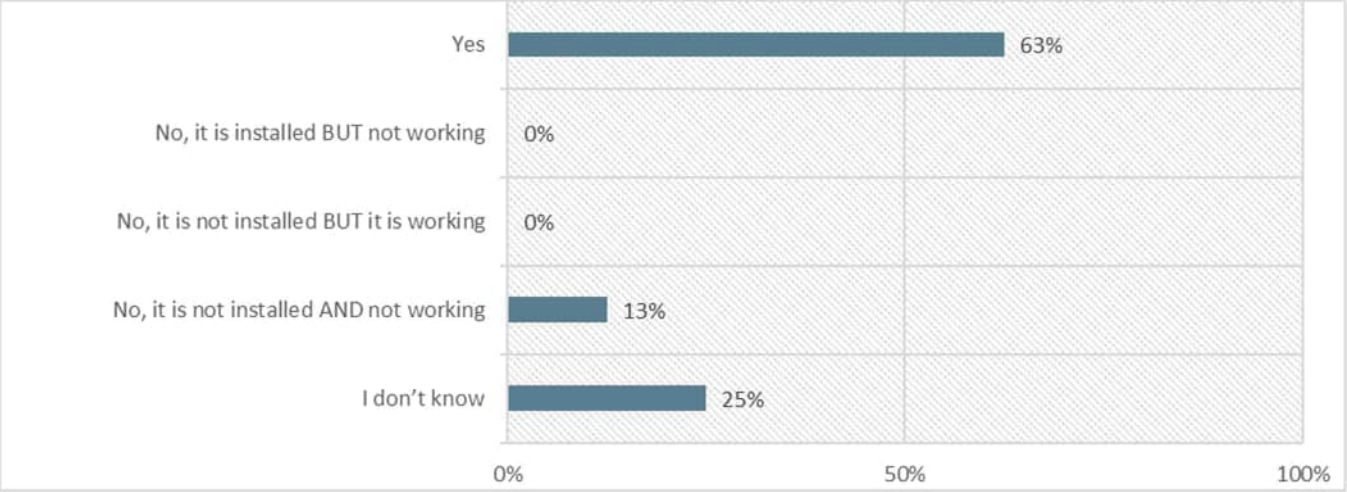
Participants who used a rebate to replace a Central AC or Heat Pump claimed the one they replaced was fully working and not in need of repair.

FIGURE 8-9 CONDITION OF THE REPLACED CENTRAL AC OR HEAT PUMP (N=2)



About two-thirds of participants who purchased a new HVAC system using a rebate say their new system has been installed.

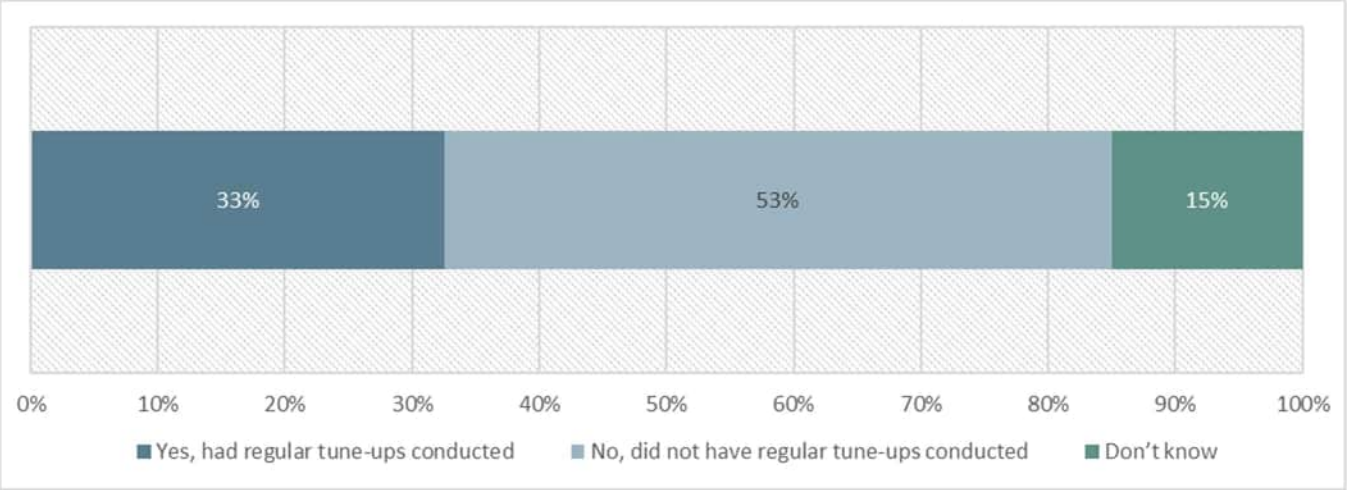
FIGURE 8-10 INSTALLATION STATUS OF REBATE-ELIGIBLE HVAC (N=8)



8.4.3.2.1.2 HVAC Tune-Up and Maintenance Behaviors

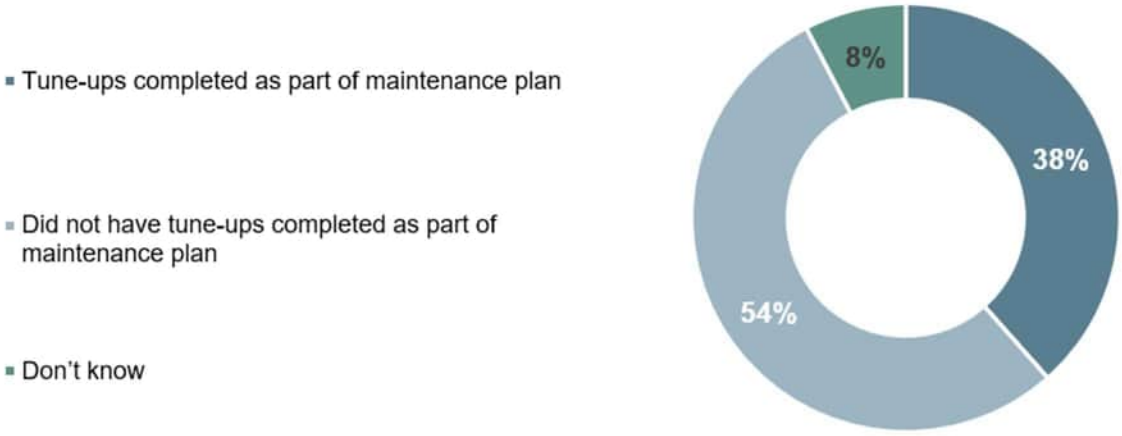
One-third of participants received regular HVAC tune-ups before participating in the Home Energy Efficiency program.

FIGURE 8-11 REGULAR TUNE-UPS BY A CONTRACTOR BEFORE PROGRAM PARTICIPATION (N=40)



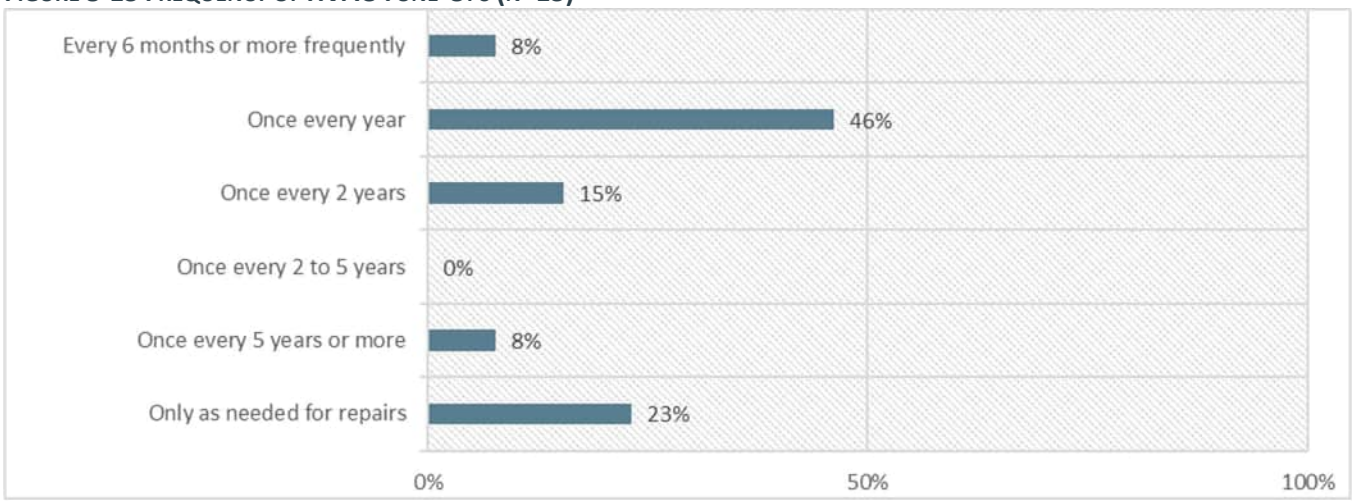
Just over one in three participants had HVAC tune-ups done as part of a maintenance plan.

FIGURE 8-12 COMPLETION OF TUNE-UPS AS PART OF A MAINTENANCE AGREEMENT OR PLAN (N=13)



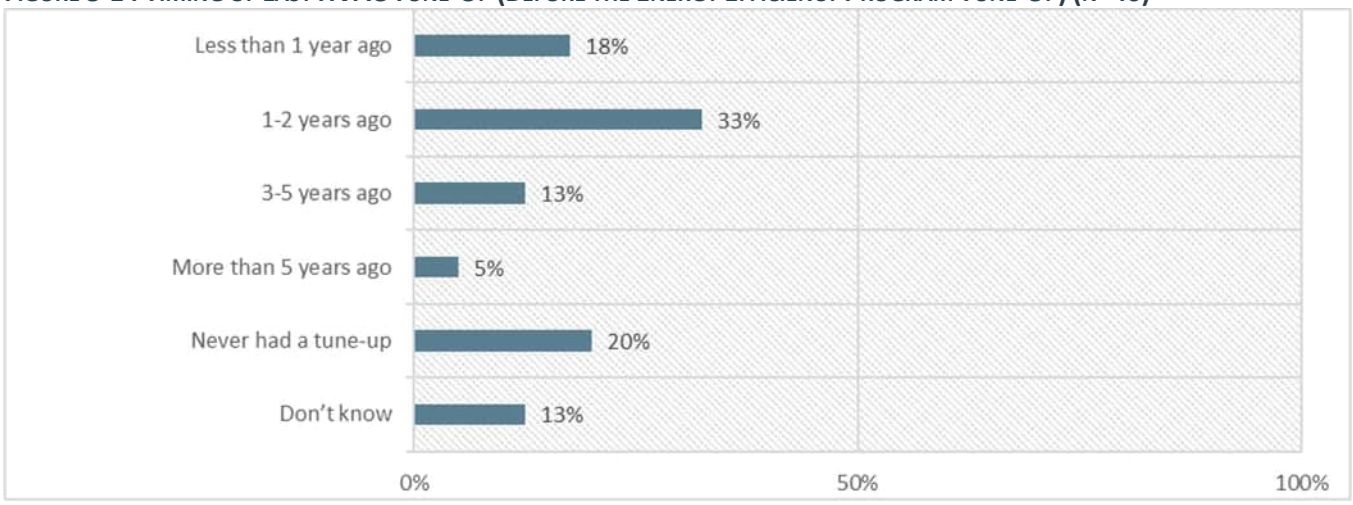
More than half of participants had an HVAC tune-up at least once every year. Another quarter waited until there was a problem before getting a tune-up.

FIGURE 8-13 FREQUENCY OF HVAC TUNE-UPS (N=13)



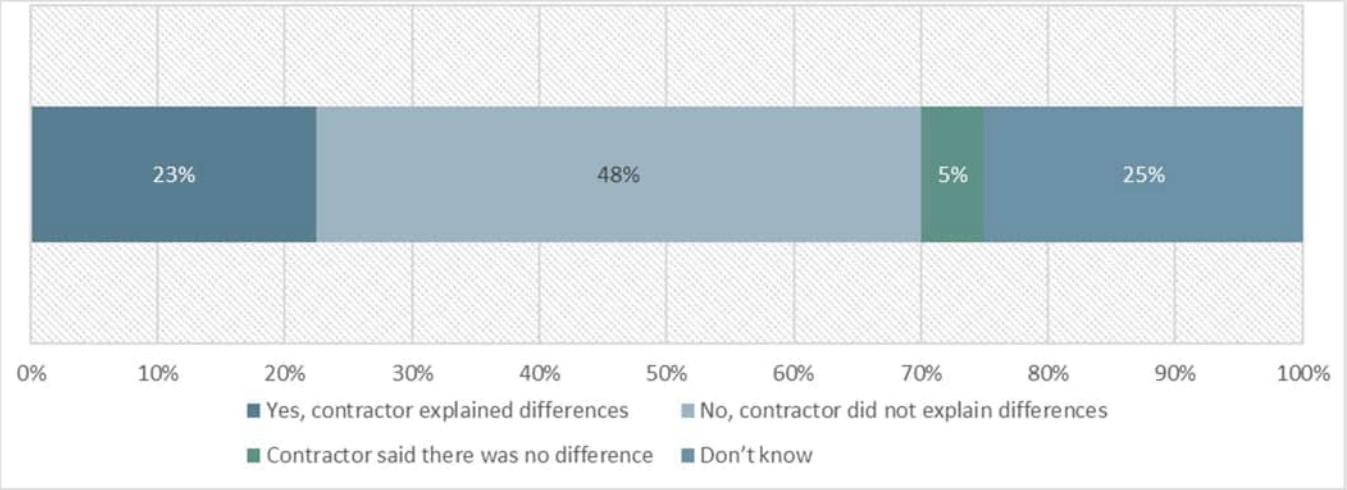
About half of participants have had an HVAC tune-up in the past 2 years. One in three either do not know or have never had an HVAC tune-up.

FIGURE 8-14 TIMING OF LAST HVAC TUNE-UP (BEFORE THE ENERGY EFFICIENCY PROGRAM TUNE-UP) (N=40)



Only one in four participants received an explanation regarding the difference between an Entergy AC tune-up and a standard tune-up from their contractor. Half said the contractor did not explain the difference.

FIGURE 8-15 EXPLANATION OF DIFFERENCES BETWEEN ENTERGY A/C TUNE-UP AND STANDARD TUNE-UP BY CONTRACTOR (N=40)



Nearly half of respondents indicate that the main differences between the Entergy A/C Tune-up and a standard tune-up, as highlighted by contractors, are evaporator coil cleaning and verifying airflow.

Just 1 in 3 state the contractor pointed out the energy efficiency difference between the types of tune up.

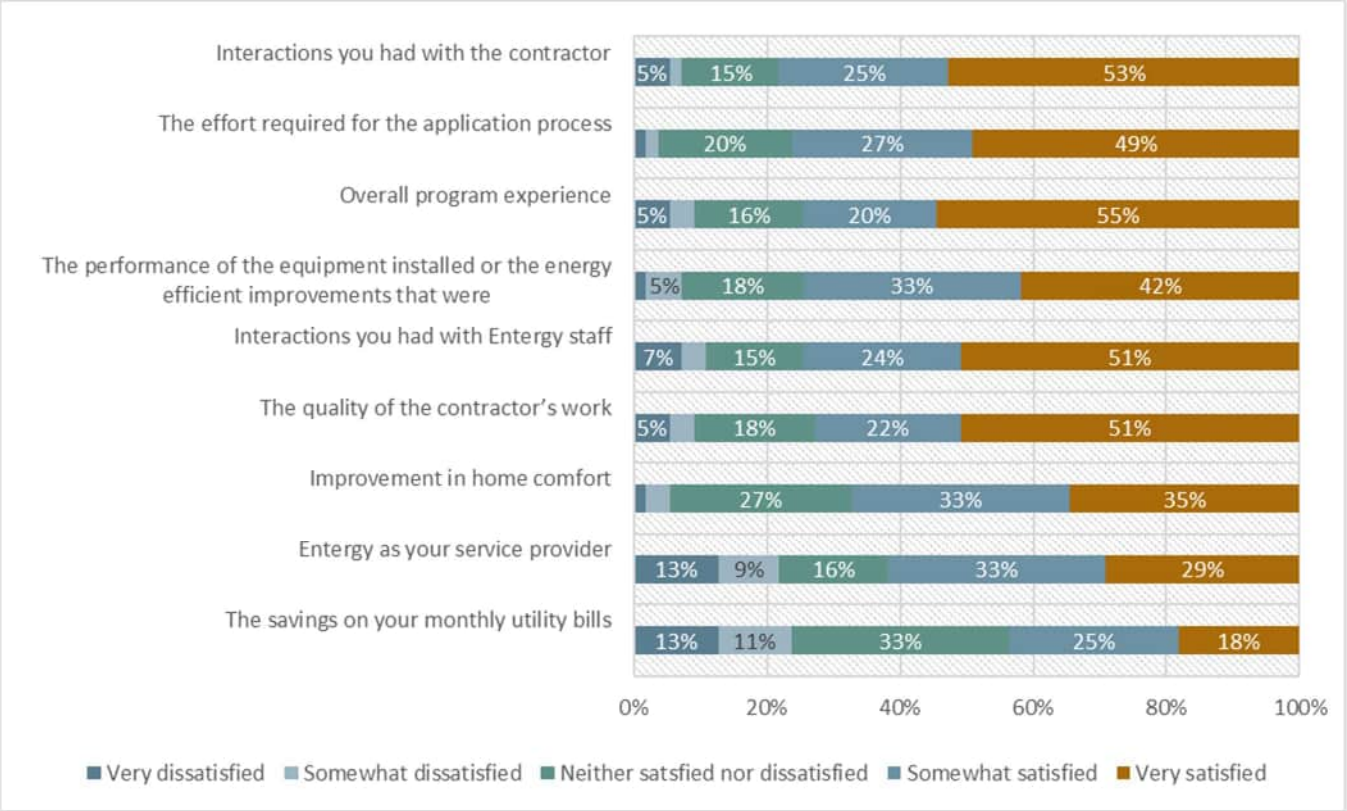
TABLE 8-22 KEY DIFFERENCES BETWEEN THE ENTERGY A/C TUNE-UP AND A STANDARD TUNE-UP (N=9)

Differences	(n =9)
Evaporator coil cleaning	56%
Verify airflow	56%
Condenser coil cleaning	44%
More energy efficient	33%
Cleaned blower	22%
More accurate refrigerant recharge	22%
Don't know	22%

8.4.3.2.2 *Satisfaction With the Program and Entergy*

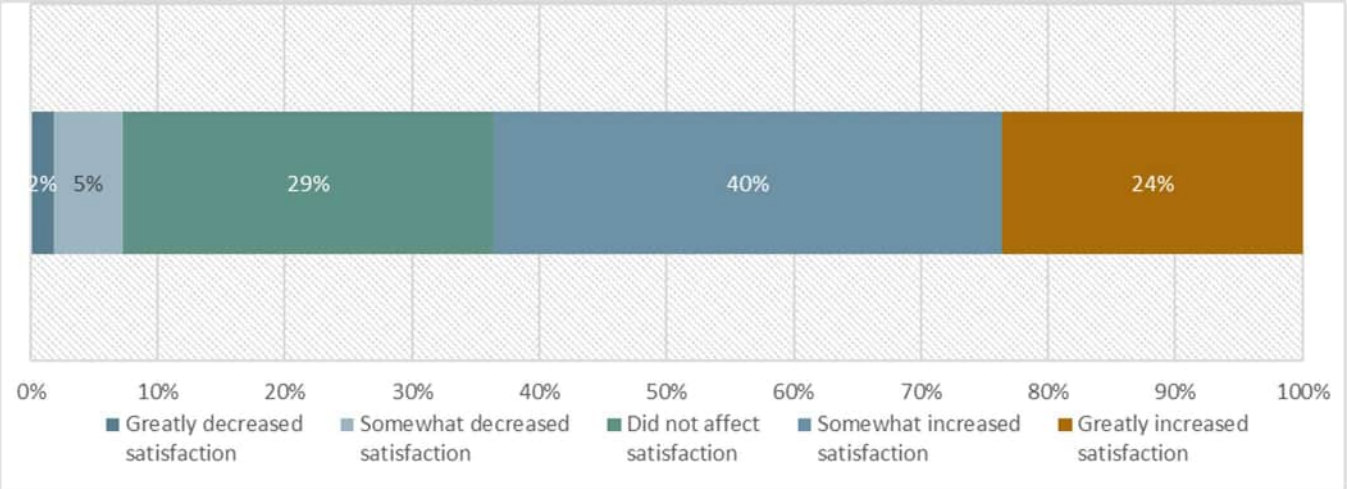
Participants were most satisfied with their interactions with the contractor and the application process, and less satisfied with the savings on their monthly utility bills.

FIGURE 8-16 SATISFACTION WITH ASPECTS OF THE ENTERGY ENERGY EFFICIENCY PROGRAM (N=55)



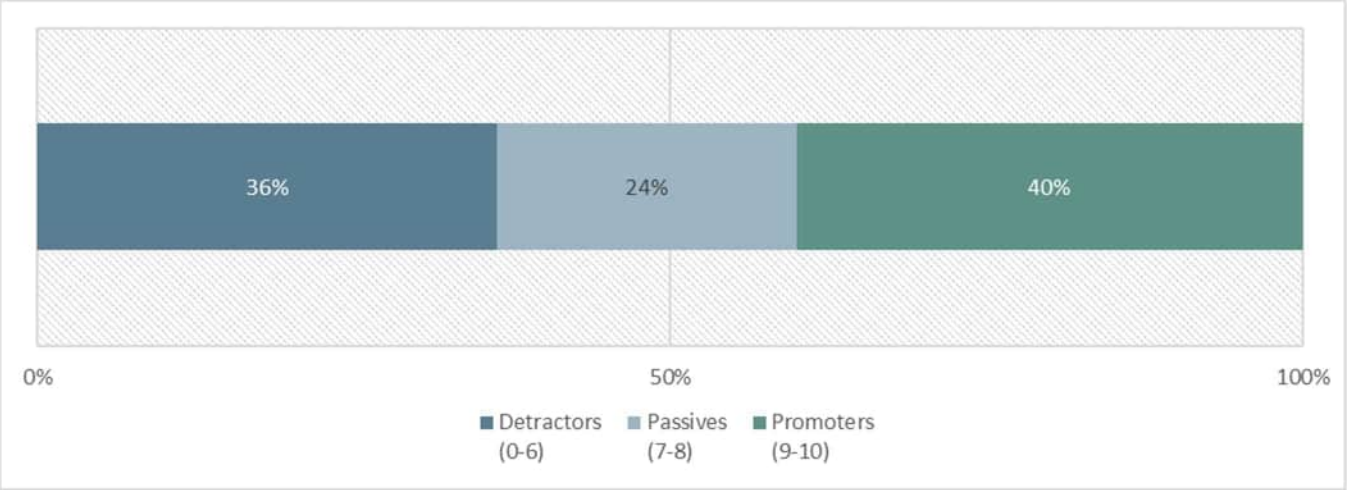
Two-thirds of participants said their participation in the program contributed to improved satisfaction with Entergy

FIGURE 8-17 IMPACT OF PROGRAM PARTICIPATION ON SATISFACTION WITH ENTERGY (N=55)



Four in ten participants are "promoters" of Entergy which means they would recommend the brand to a friend or colleague. "Detractors," those less likely to recommend the brand, make up a slightly smaller percentage of participants.

FIGURE 8-18 LIKELIHOOD OF RECOMMENDING ENTERGY NEW ORLEANS TO A FRIEND OR COLLEAGUE, ASSUMING UTILITY PROVIDER OPTIONS (N=55)



8.5 Findings and Conclusions

Key Findings:

- Trade Ally-Driven Model: Staff emphasized that AC Solutions operates entirely through trade allies, with program staff primarily facilitating connections between Home Performance with ENERGY STAR (HPwES) customers and qualified HVAC contractors. Unlike other residential programs, trade allies handle customer outreach and deduct incentives directly from customer invoices.
- Program Enhancements: In PY14, staff streamlined the trade ally application process, aiming to make participation easier. Direct-to-customer marketing, including bill inserts, emails, postcards, and social media advertisements, remained part of the outreach strategy.
- Increased Consumer Awareness: Word-of-mouth referrals and direct email campaigns remain the top sources of program awareness. Many participants reported that they learned about AC Solutions through Entergy communications or recommendations from friends and family.

Recommendations:

- Expand Trade Ally Engagement: If increasing participation is a priority, staff could explore additional trade ally recruitment strategies, such as targeted outreach to HVAC contractors not currently in the program or offering periodic program refresher sessions to ensure engagement remains high.
- Enhance Customer Outreach & Education: If increasing customer participation remains a priority, staff could further integrate AC Solutions within HPwES assessments by ensuring HVAC efficiency recommendations are clearly highlighted in assessment reports. Additional outreach, such as targeted email campaigns to past HPwES participants with aging HVAC systems, could help drive engagement.
- Improve Customer Communication on Cost Savings: Providing clearer expectations on expected savings and offering post-installation check-ins could enhance customer satisfaction. Case studies and testimonials from satisfied participants could further bolster trust in the program.

9 SCHOOL KITS AND EDUCATION

9.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by kit.

TABLE 9-1 PY14 SK&E ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Savings (kWh)	NTG	*Ex Post* Net Savings (kWh)
School Kit - 1.0 Bathroom Aerator	45,431	149.0%	67,677	100.0%	67,677
School Kit - 1.5 Kitchen Aerator	27,579	143.2%	39,483	100.0%	39,483
School Kit - 1.5 Showerhead	106,622	85.3%	90,897	100.0%	90,897
School Kit - LED 14W A-Type	123,120	87.0%	107,163	100.0%	107,163
School Kit - LED 9W A-Type	321,836	112.8%	363,140	100.0%	363,140
School Kit - 17ft Weatherstripping	39,522	99.3%	39,241	100.0%	39,241
Total	**664,109**	**106.5%**	**707,601**	**100.0%**	**707,601**

Sums may differ due to rounding.

TABLE 9-2 PY14 SK&E DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand (kW)	Realization Rate (kW)	*Ex Post* Gross Demand (kW)	NTG	*Ex Post* Net Demand (kW)
School Kit - 1.0 Bathroom Aerator	4.10	171.5%	7.04	100.0%	7.04
School Kit - 1.5 Kitchen Aerator	4.10	100.1%	4.11	100.0%	4.11
School Kit - 1.5 Showerhead	16.42	94.1%	15.44	100.0%	15.44
School Kit - LED 14W A-Type	20.52	88.7%	18.20	100.0%	18.20
School Kit - LED 9W A-Type	32.83	115.0%	37.77	100.0%	37.77
School Kit - 17ft Weatherstripping	4.10	104.5%	4.29	100.0%	4.29
Total	**82.08**	**105.8%**	**86.84**	**100.0%**	**86.84**

Sums may differ due to rounding.

TABLE 9-3 PY14 SK&E LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
School Kit - 1.0 Bathroom Aerator	10	676,768	676,768
School Kit - 1.5 Kitchen Aerator	10	394,827	394,827
School Kit - 1.5 Showerhead	2	136,346	136,346
School Kit - LED 14W A-Type	2	160,745	160,745
School Kit - LED 9W A-Type	10	3,631,397	3,631,397
School Kit - 17ft Weatherstripping	11	431,652	431,652

Total	**8**	**5,431,735**	**5,431,735**

Sums may differ due to rounding.

TABLE 9-4 PY14 SK&E PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
School Kit - 1.0 Bathroom Aerator	4,102	$5,738
School Kit - 1.5 Kitchen Aerator	4,102	$3,483
School Kit - 1.5 Showerhead	8,204	$13,467
School Kit - LED 14W A-Type	16,408	$15,551
School Kit - LED 9W A-Type	4,102	$40,649
School Kit - 17ft Weatherstripping	4,102	$4,992
Total	**41,020**	**$83,880**

Sums may differ due to rounding.

9.1.1 PROGRAM DESCRIPTION

The School Kits and Education (SK&E) program provides classroom education on energy use and saving energy, as well as energy efficiency kits to students. SK&E staff also perform outreach activities to promote energy efficiency.

Beginning in PY13, the program began utilizing a new implementer: National Children's Theater. National Children's Theater works with seven utilities across the country to implement an educational program in schools that employs the theater to teach students about energy efficiency, energy usage, and sustainability. The plays last approximately 25-minutes and is presented to the entire student body.

Following the theatrical production, 2nd and 5th grade students receive energy saving kits to bring home. Kits include weatherstripping, a low flow showerhead, a kitchen faucet aerator, a bathroom faucet aerator, and LEDs. Kits also have a QR code that helps families access a resource guide and enables them to indicate which equipment they do and do not install. Classroom teachers also receive a digital toolkit they can use to teach students about energy efficiency and sustainability; tool kit resources include graphic novels, games, and quizzes.

The Evaluator interviewed the School Wise Kits, Education, and Community Outreach Manager. Unlike the other residential programs, the school kit program operates on the standard school calendar year, rather than annual calendar year.

9.1.1.1 Program Delivery Channels and Expected Savings

The program received a limited impact and process evaluations. The evaluations provided free-ridership estimates, discussions of program satisfaction and strategic recommendations for program improvement.

Below, individual measure contribution to the overall program expected savings are summarized.

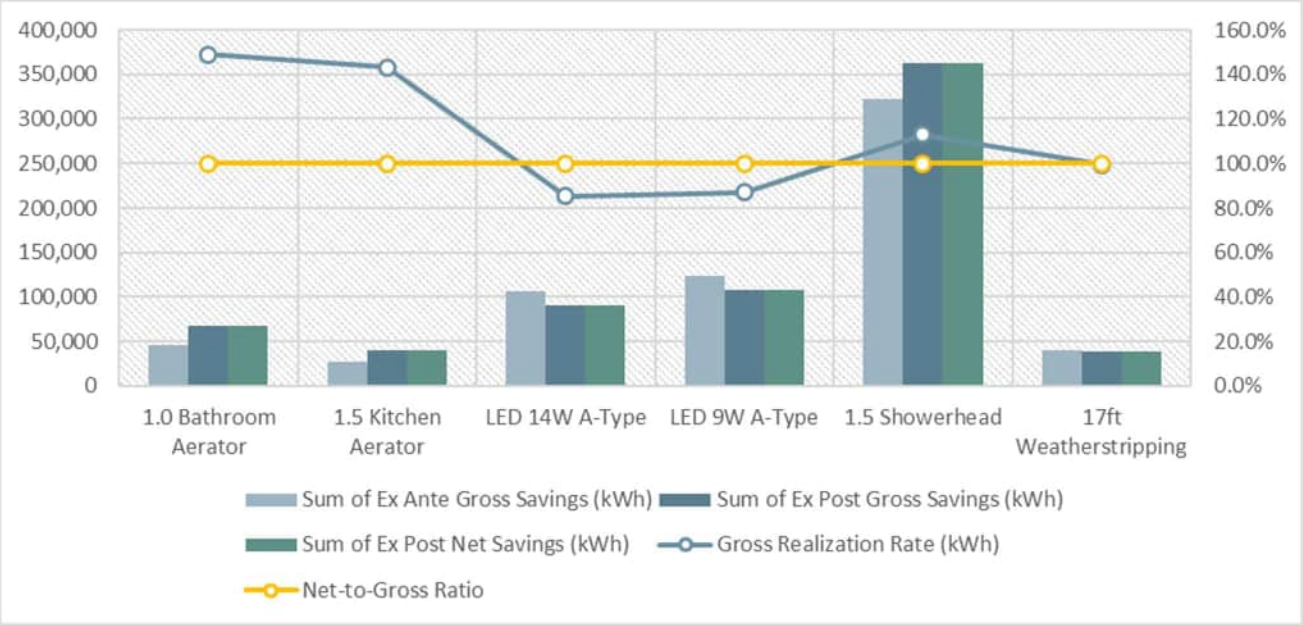


FIGURE 9-1: SK&E ENERGY SAVINGS (KWH) SUMMARY

In PY14, the 1.5 GPM low-flow showerhead accounted for 48.5% of expected energy (kWh) savings, the 9W A-Type LED lamp accounted for 18.5%, the 14W A-Type LED lamp accounted for 16.5%, the 1.0 GPM bathroom aerator accounted for 6.8%, the 17 ft weatherstripping accounted for 6.0%, and the 1.5 GPM kitchen aerator accounted for 4.2% of total expected energy savings.

Overall, the program claimed 664,109 kWh expected savings in PY14.

9.1.1.2 Timing of Projects

All school kits were shipped, and all *ex ante* energy savings (kWh) for the program were realized during the month of February.

9.1.1.3 Trade Allies

There are no trade allies in the program.

9.1.1.4 Goal Achievement

Total verified savings and percentage of goals for the program are summarized in the table below.

TABLE 9-5 PY14 SK&E SUMMARY OF GOAL ACHIEVEMENT

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	Ex Post Gross Savings (kW) Target	% to kW Target
797,089	88.8%	107.00	81.2%

9.2 EM&V Methodology

Electricity savings and peak demand reductions were estimated using inputs from the NO TRM V7.0. Measure-specific savings are provided below.

9.2.1 SITE VISITS

There are no site visits in the SK&E. School kits were distributed along with a survey form to be filled out by students and parents, then returned. The forms included questions regarding which measures had been installed in the home as well as home characteristics. This information was used to determine ISR estimates for each measure, and the prevalence of electric water heating in homes as a whole. These ISRs were applied.

TABLE 9-6 ISR SUMMARY FOR SK&E

Kit Item	In-Service Rate	Source of ISR
School Kit - 1.0 Bathroom Aerator	54.48%	PY14 Student Survey and literature review
School Kit - 1.5 Kitchen Aerator	52.97%	
School Kit - 1.5 Showerhead	57.23%	
School Kit - LED 14W A-Type	60.72%	
School Kit - LED 9W A-Type	61.06%	
School Kit - 17ft Weatherstripping	58.29%	
School Kit - 1.0 Bathroom Aerator	54.48%	

9.2.2 DEEMED SAVINGS CALCULATIONS

Calculation inputs for LED lamps are outlined below. These savings serve as the foundation on which expected savings are built upon.

TABLE 9-7 ENERGY STAR OMNIDIRECTIONAL LEDS – DEEMED SAVINGS PER LAMP

Minimum Lumens	Maximum Lumens	LED Wattage	Incandescent Equivalent 1st Tier EISA 2007 (W_{base})
310	749	7	29
750	1,049	9	43
1,050	1,489	12	53
1,490	2,600	15	72

$$kWh_{savings} = \left((W_{base} - W_{post})/1000\right) \times Hours \times ISR^{7} \times IEF_{E}{}^{8}$$

$$9W\ LED\ kWh_{savings} = 4 \times \left(\frac{(43-9)}{1000}\right) \times 819.43 \times 1 \times 0.91 = 101.41\ kWh$$

$$15W\ LED\ kWh_{savings} = 2 \times \left(\frac{(72-15)}{1000}\right) \times 819.43 \times 1 \times 0.91 = 85.01\ kWh$$

Deemed savings for faucet aerators are outlined below.

[7] 100% in this calculation. Measure-specific ISR applied after.

[8] Unknown heating type: 0.91

TABLE 9-8 FAUCET AERATORS – DEEMED SAVINGS

Efficient GPM Rating	Deemed kWh Savings	Deemed kW Reductions
1.5 GPM	26.80	0.0028
1.0 GPM	44.66	0.0046

Deemed savings for low-flow showerheads are outlined below.

TABLE 9-9 FAUCET AERATORS – DEEMED SAVINGS

1.50 GPM Showerhead Deemed Savings		
Water gal. saved /year/showerhead @ 1.5 GPM	2,860	
T_{Supply}	74.8°F	
T_{Mixed}	106.8°F	
Water heater EF (excluding standby losses)	0.98 (Electric Resistance) / 2.2 (Heat Pump)	
Energy Savings	Electric: 26.8 kWh	Heat Pump: 11.94 kWh
Demand Savings	Electric: 0.0028 kW	Heat Pump: 0.0012 kW

9.3 Evaluation Findings

Evaluation findings are reported in Section 9.1 Summary.

9.3.1 GROSS IMPACT FINDINGS

Ex post gross savings are 707,601 kWh and 86.84 kW. Savings are summarized in Table 9-10 below.

TABLE 9-10 PY14 SK&E EXPECTED AND VERIFIED SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
664,109	707,601	106.5%	82.08	86.84	105.8%

9.3.1.1 Avoided Replacement Cost

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarizes the ARC by measure in SK&E. Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 9-11 SUMMARY OF ARC FOR SK&E

Ex Post Gross ARCs ($)	*Ex Post* Net ARCs ($)	NPV ARCs ($)
$4,417	$4,417	$4,417

Sums may differ due to rounding.

9.3.2 NET IMPACT FINDINGS

For SK&E, NTG is deemed at 1.0, which is industry standard for a school kits program.

TABLE 9-12 PY14 SK&E PROGRAM NET SAVINGS

Verified Gross kWh Savings	Verified Net kWh Savings	kWh NTG	Verified Gross kW Reductions	Verified Net kW Reductions	kW NTG
707,601	707,601	100.0%	86.84	86.84	100.0%

Individual measures of net savings are summarized in Section 9.1 Summary.

9.3.3 PROCESS FINDINGS

9.3.3.1 Staff and Implementer Interview

The following section summarizes the key findings from in-depth interviews with two ENO program staff and one National Children's Theater staff; ENO staff participated in one interview and National Children's Theater staff participated in a second interview. These in-depth interviews aimed to gather insights into the School Kits program's design, operations, and the successes and challenges encountered during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

9.3.3.1.1 *Program Design and Implementation*

PY14 was the second year the school kits program was implemented by the National Children's Theater. National Children's Theater works with seven utilities across the country to implement an educational program in schools that employs the theater to teach students about energy efficiency, energy usage, and sustainability. The play lasts approximately 25-minutes and is presented to the entire student body.

Following the theatrical production, 2nd, 5th, and 8th grade students receive energy saving kits to bring home. Kits include weatherstripping, a low flow showerhead, a kitchen faucet aerator, a bathroom faucet aerator, and six LEDs. Kits also have a QR code that helps families access a resource guide and enables them to indicate which equipment they do and do not install. Classroom teachers also receive a digital toolkit they can use to teach students about energy efficiency and sustainability; tool kit resources include graphic novels, games, and quizzes.

Performances occurred in the winter and spring of the 2023-2024 school year, after the Mardis Gras holiday. 4,100 kits were distributed across 21 participating schools. All 21 schools were either public schools or charter schools in the Entergy New Orleans' service territory. Schools change each year to maximize students reached over the triennial period.

Unlike last year, when surveys were included in the kits, surveys were distributed to students separate from the kits in PY14, resulting in a higher response rate. Additionally, teachers were incentivized to encourage survey completion among their students, as they received a $50 gift card if half of their students completed the survey. Surveys demonstrated that the weatherstripping and LEDs were more popular items than the other measures in the kits.

9.3.3.1.2 *Challenges and Successes*

Staff explained that school outreach is the key to their success; they recruit schools through direct outreach to principals and administrators. Program staff also noted that students and staff enjoy the show, and the program provides community building and classroom enrichment opportunities for the schools.

The program faces challenges, including the inability to claim savings from LED bulb installations due to new EISA regulations. Additionally, fewer measures qualify for savings since the program relies on self-reported installations rather than direct installations by program staff. Moving forward, program staff and Entergy New Orleans are exploring strategies to ensure the program remains cost-effective despite LEDs no longer contributing to savings

9.3.3.2 Participant Survey

National Children Theater staff implement a survey of teachers whose students received kits through the School Kits Program, and a survey of students. Tracking data demonstrate that 4,104 school kits were distributed across 21 schools. Among these 21 schools, 5,277 students attended productions.

In general, respondent teachers were satisfied with the School Kits program, ranking its educational value at an average of 6.3 out of 7. All respondents said they would like to participate again, and that they would recommend the program to their colleagues. They reported that students enjoyed the interactive presentation.

Teachers also sent students home with kits and surveys. In general, students reported satisfaction across measures. On a scale of 1 to 5, participants reported an average satisfaction score of 4.4. Lightbulbs were more favored than other measures (4.1). Weatherstripping was the least popular (3.7)

9.4 Findings and Conclusions and Recommendations

There were no findings for the SK&E program.

Recommendations:

- Consider adding Advanced Power Strips to kit offering. It may be worthwhile to include APS units in the kit offering to either supplement the current kit or to replace the LED lamps as EISA policy impacts are further realized after the July 1st, 2023 enforcement. The Evaluators have seen successful measure implementation in similar programs.

10 APPLIANCE RECYCLING AND REPLACEMENT

10.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable.

TABLE 10-1 PY14 AR&R ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Savings (kWh)	NTG	*Ex Post* Net Savings (kWh)
Freezer Recycling	10,400	100%	10,400	57%	5,876
Refrigerator	12,636	31%	3,861	81%	3,140
Refrigerator Recycling	173,808	100%	173,808	51%	88,642
Total	**196,844**	**96%**	**188,069**	**52%**	**97,658**

Sums may differ due to rounding.

TABLE 10-2 PY14 AR&R DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand (kW)	Realization Rate (kW)	*Ex Post* Gross Demand (kW)	NTG	*Ex Post* Net Demand (kW)
Freezer Recycling	1.26	100%	1.26	57%	0.71
Refrigerator	0.21	272%	0.56	81%	0.46
Refrigerator Recycling	21.42	100%	21.47	51%	10.95
Total	**22.89**	**102%**	**23.29**	**52%**	**12.12**

Sums may differ due to rounding.

TABLE 10-3 PY14 AR&R LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
Freezer Recycling	9	92,560	52,296
Refrigerator	17	65,631	53,380
Refrigerator Recycling	11	1,890,986	964,403
Total	**11**	**2,049,177**	**1,070,079**

Sums may differ due to rounding.

TABLE 10-4 PY14 AR&R COUNT OF MEASURES AND INCENTIVE SPEND

Measure	Participation (Count of Measures)	Incentive Spend ($)
Freezer Recycling	16	$800
Refrigerator	102	$80,000
Refrigerator Recycling	153	$7,650
Total	**271**	**$88,450**

Sums may differ due to rounding.

10.1.1 PROGRAM DESCRIPTION

The Appliance Recycling and Replacement (AR&R) program offering encourages early recycling of qualifying low efficiency appliances, such as refrigerators and freezers, for residential customers. The program also offers refrigerator replacement options for income-qualified residential customers. This new offering goes beyond federal recycling requirements using environmentally friendly best practices for recycling all components of each appliance.

The program is designed to help ENO residential customers recycle inefficient appliances to receive a new efficient refrigerator appliance replacement. The program adheres to the following guidelines:

- Only residential customers that receive their electric service from ENOs can participate in this program;
- Standard size refrigerators and freezers are eligible (10-30 cubic feet); mini fridges are not eligible;
- Only refrigerators or freezers that are in operating condition qualify for recycling or replacement. If the unit is not functional, as determined by the Implementer staff onsite, the unit will not be collected, and the customer will not receive an incentive;
- Customers are required to be onsite at the time of appliance testing and collection;
- The Implementer will recycle and replace a maximum of one appliance per year, per customer account; and

Customers are eligible to receive an incentive of $50 per appliance recycled and may receive an energy efficient replacement refrigerator, if qualified and supplies are available.

Below, individual measure contribution to the overall program expected savings are summarized.

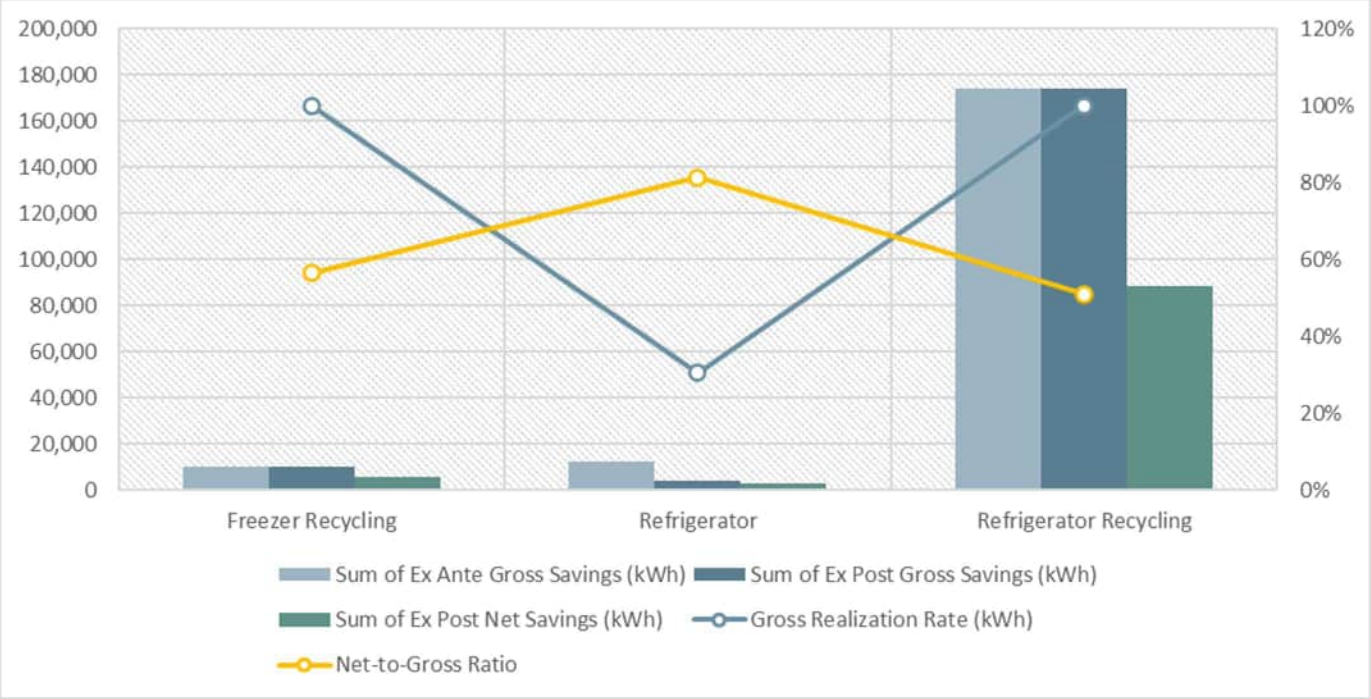


FIGURE 10-1: AR&R SAVINGS SUMMARY

10.1.1.1 Goal Achievement

Total verified savings and percentage of goals for the program are summarized in the table below.

TABLE 10-5 PY14 AR&R SUMMARY OF GOAL ACHIEVEMENT

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	Ex Post Gross Savings (kW) Target	% to kW Target
1,785,774	10.5%	26.00	89.6%

10.2 EM&V Methodology

Impact savings were calculated using methods and inputs in the NO TRM V7.0. Impact methodologies for the refrigerator replacement projects are the same as described for RLA, described in Section 6.3.3.

The following section discusses savings calculation methods for measures not covered.

10.2.1 SITE VISITS

There were no site visits in PY14. However, the Evaluators completed three (3) ride-along with the implementation staff in order to gather insights into the program.

Additionally, a participant survey was performed. All 17 responses confirmed participation in the program. All installation rates are 100%.

10.2.2 DEEMED SAVINGS CALCULATIONS

10.2.2.1 Freezer Recycling

Freezer recycling savings were calculated using the savings methodology from the NO TRM V7.0, section 1.1.11.4.2. The following table outlines the methodology that the Evaluators adhered to.

TABLE 10-6 COEFFICIENTS FOR FREEZER RECYCLING SAVINGS

Independent Variable	Estimated Coefficient	Default Input	kWh Impact
Intercept	- 0.296	1	- 108.04
Age (years)	0.039	17.10	243.42
Pre-1990	0.486	0.081	14.37
Size (cubic feet)	0.104	15.9	603.56
Freezer Chest	0.122	0.119	5.30
Side-by-Side	0.957	0.323	112.83
Unconditioned x CDD	- 0.002	0.741 * 3,470	- 5.14
Unconditioned x HDD	0.024	0.741 * 1,058	18.82
Total Unit Energy Consumption			772
Part-Use Adjustment			85.5%
Default kWh Savings			660

$$Savings_{kWh} = \begin{bmatrix} -0.296 + (Age \times 0.039) + (Pre_{1990} \times 0.486) + (Size \times 0.104) \\ +(Freezer\ Chest \times 0.122) + (Unconditioned_{CDD} \times -0.002) \\ +(Unconditioned_{HDD} \times 0.024) \end{bmatrix} \times 365.25 \times 0.855$$

Where:

Age = Age of retired unit

Pre_{1990} = Pre-1990 dummy (= 1 if manufactured pre-1990, else 0)

$Size$ = Capacity (cubic feet) of retired unit

$Freezer\ Chest$ = Freezer chest dummy (= 1 if unit has freezer chest, else 0)

0.855 = Part-use, accounting for units that are not running all year = 85.5%

$$Reductions_{kW} = \frac{Savings_{kWh}}{8{,}760} \times CF$$

Where: CF = Coincidence factor = 1.065 for freezers

10.2.2.2 Refrigerator Recycling

Refrigerator recycling savings were calculated using the savings methodology from the NO TRM V7.0, section 1.1.11.4.1. The following table outlines the methodology that the Evaluators adhered to.

TABLE 10-7 COEFFICIENTS FOR REFRIGERATOR RECYCLING SAVINGS

Independent Variable	Estimated Coefficient	Default Input	kWh Impact
Intercept	0.750	1	273.75
Age (years)	0.032	17.10	199.73
Pre-1990	1.140	0.081	33.70
Size (cubic feet)	0.067	19.00	464.65
Single Door	- 1.085	0.039	- 15.44
Side-by-Side	0.957	0.323	112.83
Primary Usage	0.477	0.696	121.18
Unconditioned x CDD	0.007	0.259 * 3,470	6.29
Unconditioned x HDD	- 0.016	0.259 * 1,058	- 4.38
Total Unit Energy Consumption			1,192
Part-Use Adjustment			93.2%
Default kWh Savings			1,111

$$Savings_{kWh} = \begin{bmatrix} 0.75 + (Age \times 0.032) + (Pre_{1990} \times 1.140) + (Size \times 0.067) \\ +(Single\ Door \times -1.085) + (\text{Side} - \text{by} - \text{Side} \times 0.957) \\ +(Primary\ Usage \times 0.477) + (Unconditioned_{CDD} \times 0.007) \\ +(Unconditioned_{HDD} \times -0.016) \end{bmatrix} \times 365.25 \times 0.932$$

Where:

Age = Age of retired unit

Pre_{1990} = Pre-1990 dummy (= 1 if manufactured pre-1990, else 0)

$Size$ = Capacity (cubic feet) of retired unit

$Single\ Door$ = Single door dummy (= 1 if one door, else 0)

$Side - by - side$ = Side-by-side dummy (= 1 if side-by-side, else 0)

$Primary\ Usage$ = Primary usage type dummy (= 1 if Primary, else 0)

$Unconditioned_{CDD}$ = Weather interaction effect, New Orleans CDD base 65 °F = 3,470

$Unconditioned_{HDD}$= Weather interaction effect, New Orleans CDD base 65 °F = 1,058

0.932 = Part-use, accounting for units that are not running all year = 93.2%

$$Reductions_{kW} = \frac{Savings_{kWh}}{8{,}760} \times CF$$

Where: CF = Coincidence factor = 1.082 for refrigerators

10.3 Evaluation Findings

10.3.1 GROSS IMPACT FINDINGS

10.3.1.1 Freezer Recycling

Expected and verified savings for the PY14 AR&R recycled freezers are summarized below. Sixteen (16) freezers were recycled.

TABLE 10-8 PY14 AR&R PROGRAM EXPECTED AND VERIFIED RECYCLED FREEZER SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
10,400	10,400	100.0%	1.26	1.26	100.0%

10.3.1.2 Refrigerator Recycling

Expected and verified savings for the PY14 AR&R recycled refrigerators are summarized below. One hundred fifty-three (153) refrigerators were recycled.

TABLE 10-9 AR&R PROGRAM EXPECTED AND VERIFIED RECYCLED REFRIGERATOR SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
173,808	173,808	100.0%	21.42	21.47	100.2%

10.3.1.3 Refrigerator Replacement

ENERGY STAR Refrigerator savings were calculated using the deemed savings from the NO TRM V7.0, section 1.1.4.1. Expected savings were based on deemed TRM estimates. Verified savings were calculated after verifying

model configurations and features and using TRM algorithms. Expected and verified savings for refrigerators are summarized below. There were 102 replacements in PY14.

TABLE 10-10 PY14 AR&R PROGRAM EXPECTED AND VERIFIED REPLACED REFRIGERATOR SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
12,636	3,861	30.6%	0.21	0.56	272.0%

10.3.2 NET IMPACT FINDINGS

The Evaluators applied net-to-gross ratios estimated using PY13 findings. The net-to-gross ratios were:

- Freeze Recycling – 56.5%
- Refrigerator – 81.3%
- Refrigerator Recycling – 51.0%

Results for overall verified net savings are shown by measure in Section 10.1 Summary.

10.3.3 PROCESS FINDINGS

The Evaluators conducted a limited process evaluation of the Appliance Recycling and Replacement program in PY14 of the program.

10.3.3.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with three Legacy program staff involved in the Appliance Recycling Program: the program manager, the marketing outreach lead, and the marketing specialist. These in-depth interviews aimed to learn more about Appliance Recycling program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

10.3.3.1.1 *Program Design and Implementation*

The Appliance Recycling Program serves income-qualified participants by assessing and replacing eligible equipment at no cost during a home assessment. To qualify, standard units must be operational at the time of replacement. Eligible equipment includes standard refrigerators, freezers, and combination units for recycling. Customers receive a $50 rebate for each unit recycled. While all customers qualify for the recycling component, only those meeting specific income requirements are eligible for the replacement program.

In PY14, the program aimed to replace 100 units and recycle 150 units. At the time of the interview in the Fall, the program was performing well. Interest in the recycling aspect of the program had expanded and both pathways were on track to meet their goals.

In previous years, the program was managed by a different implementer. Due to organizational turnover, implementation responsibilities were transferred to Legacy in PY14. Aptim staff reported that the program has

improved under the new implementer, citing a more knowledgeable and responsive call center and better customer understanding of qualification criteria.

Despite these improvements, the program continues to face two main challenges: customers attempting to replace broken units—which must be fully operational to qualify—and appliances being left outside, leading to their disappearance before pickup. Staff have considered expanding the program to include other appliances, such as window air conditioning units, but determined that doing so would not be cost-effective.

10.3.3.1.2 *Marketing*

In PY14, program staff significantly expanded marketing efforts, contributing to the program's success. Previously, the implementer relied primarily on email and social media campaigns. However, in PY14, the new implementation team enhanced email outreach by targeting high-energy users and participants in other energy efficiency programs. They also launched a Google search campaign that improved the program's website visibility, ensuring it appeared at the top of search results for relevant terms.

This marketing campaign primarily focused on the recycling component, which had struggled in the past. In contrast, most participants in the replacement component learned about it through low-income program home energy assessments.

10.4 Findings and Recommendations

Key Findings:

- Program Success & Improvements: Staff reported that the transition to Legacy in PY14 improved program operations, particularly in customer support and qualification clarity. They noted that these changes contributed to the program successfully meeting its recycling and replacement goals.
- Marketing Impact: Expanded outreach, including targeted emails and a Google search campaign, successfully increased participation, particularly in the recycling component.
- Ongoing Challenges: Customers continue attempting to replace non-functional units, and some appliances are taken by others before collection teams arrive. Expanding eligibility to additional appliances, such as window air conditioning units, was considered but found to be cost-prohibitive.

Recommendations:

- Reduce Premature Appliance Removal: If appliances are being taken before scheduled pickup, staff could consider strategies such as instructing participants to store items indoors or in a secure location until collection time. Providing stickers or signage that clearly indicate "Scheduled for Recycling—Do Not Remove" could also help deter unauthorized removal.
- Sustain Outreach Efforts: To maintain engagement, staff could continue targeted marketing efforts, leveraging data from past participation trends to refine messaging and reach potential new participants effectively. If desired, additional outreach strategies, such as community-based promotions or utility bill inserts, could further expand program awareness.

11 BEHAVIORAL

11.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), and participation, by cohort, where applicable.

TABLE 11-1 PY14 BEHAVIORAL ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Energy Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Energy Savings (kWh)	NTG	*Ex Post* Net Energy Savings (kWh)
PY14 Combined Cohort	16,783,105	98%	16,390,198	1	16,390,198
Total	**16,783,105**	**98%**	**16,390,198**	**1**	**16,390,198**

Sums may differ due to rounding.

TABLE 11-2 PY14 BEHAVIORAL DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand Reductions (kW)	Realization Rate (kW)	*Ex Post* Gross Demand Reductions (kW)	NTG	*Ex Post* Net Demand Reductions (kW)
PY14 Combined Cohort	2,831	NA	2,765	1	NA
Total	**2,831**	**NA**	**2,765**	**1**	**NA**

Sums may differ due to rounding.

TABLE 11-3 PY14 BEHAVIORAL LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
PY14 Combined Cohort	1	16,390,198	16,390,198
Total	**1**	**16,390,198**	**16,390,198**

Sums may differ due to rounding.

TABLE 11-4 PY14 BEHAVIORAL PARTICIPATION BY COHORT

Measure	Weighted Treatment Customers	Weighted Control Customers
PY14 Combined Cohort	115,267	27,312
Total	**115,267**	**27,312**

Sums may differ due to rounding.

11.2 Program Description

The Energy Smart Behavioral program (“Behavioral”) is intended to use social norming to leverage energy savings; this is a long-known behavioral science tenet that individuals desire to be at a similar or better level

than their peers, and thus, the report drives high users to reduce their energy consumption. The offering was implemented by Franklin Energy Services ("Franklin") and administered by APTIM.

The program provides tailored reports to residential customers that include:

- Comparisons of customers' current energy use to their past use;
- Comparison of energy use to similar homes in the area; and
- Tips on how customers can reduce their energy use as well as information on other Energy Smart offerings.

11.3 EM&V Methodology

The impact evaluation approach for this program is as follows:

- The control group was tested for validity as a statistical match for the treatment households in the baseline year;
- If the monthly pre-period usage for the treatment and control groups did not match for at least 9 of the 12 pre-period months, an ad-hoc control group would then be created via propensity score matching;
- Energy savings were estimated via regression modeling;
- Double counted savings were removed; and
- Demand (kW) savings were estimated from the validated energy savings.

For PY14, Franklin implemented a single, new cohort. The following table summarizes the cohort implemented during PY14.

TABLE 11-5 FRANKLIN COHORTS

Cohort	Treatment	Control	Intervention Date
PY14 Combined Cohort	131,430	29,707	December 1, 2023
Total	**131,430**	**29,707**	**N/A**

This led to a total of 131,430 treatment customers for the Behavioral Program. The Evaluators estimated savings for this cohort, which contained the full 12 months of post-period data to include in the analysis.

11.3.1 DATA PROVIDED

ENO provided the following data to support the analysis:

- Pre-treatment hourly AMI data for all customers in the Entergy service territory, aggregated on a monthly timestep. The data started on December 1, 2022 and ended on November 30, 2023.
- Post-treatment hourly AMI data for all customers in the Entergy service territory, aggregated on a monthly timestep. The data started on January 1, 2024, and ended on December 31, 2024;
- Participants that received reports through the 2024 program year;
- Participant and nonparticipant account active and account inactive dates; and,
- Program tracking data for participants, including date of installation and verified kWh savings for each measure installed.

The above data was sufficient for the Evaluators to conduct the evaluation activities summarized in the following sections.

11.3.2 DATA PREPARATION AND CLEANING

Prior to cohort validation and regression analysis, the Evaluators prepared monthly billing data through a series of cleaning steps. First, an average daily usage value was calculated by dividing the monthly usage by the number of billed days in a month. Additionally, data was filtered using the following criteria:

- Months that were present after a customer's move out date were also excluded from analysis.
- Customer months in which average monthly usage exceeded 20,000 kWh were excluded from analysis.
- Pre-treatment data was limited to December 1, 2022 – November 30, 2023
- Excluded December 2023 data which overlapped with the intervention date

The data provided to ADM were monthly aggregates of hourly AMI data. For the remainder of the report, therefore, the Evaluators will reference the billing data as having monthly intervals.

The Evaluators identified high outliers at the threshold of average monthly kWh usage over 20,000 kWh per month. This level of consumption is unrealistic for residential households and can reasonably be categorized as the result of a reading error rather than a valid reading from a high user. The Evaluators aimed to remove error readings rather than remove high and low users, as these subgroups contribute real behaviors to the average savings estimate.

11.3.3 VALIDITY TESTING

Control group validity was tested for statistically significant differences in usage between the treatment and control groups for each of the 12 pre-period months. Validity testing was completed to determine if propensity score matching would be required to create an ad-hoc, quasi-experimental control group.

The table below displays the results of the control group validation:

TABLE 11-6 PY14 VALIDITY TESTING RESULTS

Cohort	Valid Control Group	PSM
PY14 Combined Cohort	✓	

11.3.4 PROPENSITY SCORE MATCHING

Regression model analyses are unable to be run on cohorts in which a statistically comparable control group is not defined. Therefore, in order to analyze cohorts that have non-equivalent counterfactual groups, a post-hoc control group is required to be created. The Evaluators create a statistically similar control group using propensity score matching (PSM), a method that allows the Evaluators to find the most similar household based on the customers' billed consumption trends in the pre-period and verified with statistical difference testing. The PY14 combined cohort was created from an RCT in November, 2023. The Evaluators determined that the RCT's monthly usage was statistically valid for the 12 pre-period months, and propensity score matching was not required.

A propensity score is a metric that summarizes several dimensions of household characteristics into a single metric that can be used to group similar households. To create a post-hoc control group, the Evaluators compile billing data of all control participants from all waves to compare against treatment households via quasi-experimental methods. This allows the Evaluators to select from a large group of similar households that have not received home energy reports. With this information, the Evaluators can then match the treatment group to

a similar control group via seasonal pre-period usage. After matching, a t-test is conducted for each month in the pre-period to help determine the success of PSM.

After creating a PSM control group, the cohort undergoes the same regression modeling as the remaining statistically valid cohorts. The regression specifications and details are summarized in the next section.

11.3.5 LINEAR REGRESSION MODELING

After validating control groups were a sufficient match for each cohort, the Evaluators employed a difference-in-difference (D-in-D) regression model to evaluate verified savings for the impact evaluation for each cohort.

11.3.5.1 Difference-in-Difference (D-in-D) Regression Model

The D-in-D regression model controls for individual differences by including fixed terms that are equal to each treatment customer's average monthly energy use across the pre- and post-treatment period. The specific model used by the Evaluators also utilizes fixed effects for each time period (e.g., year and month) and interacts these time period fixed effects with the pre‐program, or post-program energy use variable respectively without considering the treatment effect. These terms are included to account for monthly differences in energy usage that are independent of the Home Energy Reports. The time period fixed effects are also interacted with the treatment indicator variable to estimate the impact of treatment in each time period. The model specification is as follows:

EQUATION 11-1 DIFFERENCE-IN-DIFFERENCE MODEL SPECIFICATION

$$y_{it} = \sum_{\mathrm{j}=1}^{12} \beta_j * \mathrm{Tr}_i * d_{\mathrm{jt}} * + \sum_{\mathrm{j}=1}^{12} \mathrm{Tr}_i * d_{\mathrm{jt}-1} + \sum_{\mathrm{j}=1}^{12} \theta_j * d_{\mathrm{jt}-1} \sum_{\mathrm{j}=1}^{12} \theta_j * d_{\mathrm{jt}-1} + \varepsilon_{it}$$

Where,

i = the ith household

j = the first, second, third, etc. month of the period t

y_{it} = Average daily usage for the period t and customer i

β_{j} = The average daily savings for customer i, period t, and month j

Tr_{i} = The treatment indicator. Equals 1 for the treatment group and 0 otherwise

d_{jt} = Dummy variable for each month j, in the post-period t. Equals 1 if j = t and 0 otherwise

d_{jt-1} = Dummy variable for each month j, in the pre-period t-1. Equals 1 if j = t-1 and 0 otherwise

θ_j = The average effect on consumption specific to the post-period t or pre-period t-1

ε_{it} = Customer-level random error

The treatment coefficient β_{j} represents the average change in consumption between the pre-period and post-period for the treatment group in each month.

In this specification, savings are calculated by:

EQUATION 11-2 MONTHLY SAVINGS ESTIMATE

$$Savings = \sum Treatment\ Coeff \times Number\ of\ recipients\ in\ month\ j \times Number\ of\ days\ in\ month\ j$$

11.3.6REMOVE DOUBLE COUNTED SAVINGS

Participants in both the treatment and control groups participate in other Energy Smart residential energy efficiency programs. The Behavioral Program reports may also increase the customer's propensity to participate in other programs. This additional participation is known as uplift. The reports sent to customers include information about other Energy Smart incentives and programs, which may lead to customers adopting more energy efficient upgrades for their home.

When a household participates in an efficiency program because of this encouragement, the utility might count their savings twice: once in the regression-based estimate of behavioral program savings and again in the estimate of savings for the other energy efficiency program. Although uplift rarely displays a statistically significant difference between the treatment and control groups, the UMP recommends removing uplift from each group at the household level.

The double counted savings, whether positive or negative, are subtracted from the wave's savings estimates from the regression analysis to get total verified savings. The approach for removal of double counted savings will differ based on whether the other program is a downstream program. The following sections detail our proposed methodology for downstream programs.

Downstream programs traditionally track installed measures at the customer level. Entergy delivered customer-level tracking data for other programs offered to residential customers. The Evaluators evaluated these programs and used the verified savings from each program to use towards downstream double counting for the Behavioral Program. The residential Energy Smart programs included in the double counting analysis are the Heating, Cooling, and Home Comfort Program, the Income-Eligible Multi-Family Program, and the Smart Thermostats Program.

The Evaluators corrected for cross-program participation that occurred after treatment began to the extent that the treatment group participated at a higher rate than the control group. The Evaluators estimated and subtracted savings from program uplift from the total program portfolio savings for each program year. The double count savings were calculated on a per-household level for each treatment group in each cohort as follows.

EQUATION 11-3 DOUBLE COUNT SPECIFICATION

$$Double\ Counting = \left(\frac{OP\ kWh}{Household_{Treatment}} - \frac{OP\ kWh}{Household_{Control}}\right) \times \#\ Accounts_{Treatment}$$

Where,

$\frac{OP\ kWh}{Household_{Treatment}}$ = Other program kWh per household in the treatment group

$\frac{OP\ kWh}{Household_{Control}}$ = Other program kWh per household in the control group

$\#\ Accounts_{Treatment}$ = Total accounts in the treatment group

To estimate double counted program savings from downstream program uplift, the Evaluators:

1. Matched the Behavioral Program treatment and control group customers to the utility energy efficiency program tracking data by customer ID or address;
2. Calculated the savings per treatment group subject from efficiency uplift as the difference between treatment and control groups in average efficiency program savings per subject; and
3. Multiplied that difference by the number of subjects who are in the treatment group.

The Evaluators summarized and removed program uplift for each wave and treatment status for each of the other residential program offerings.

11.4 Evaluation Findings

11.4.1IMPACT FINDINGS

This section details the level of program activity for 2024, the reported and verified gross savings that resulted from that activity.

The monthly-level savings are calculated by multiplying the average monthly household impact estimate by the weighted days in the month and number of active program participants in the treatment group for that month. These estimates are then added together and, after removing double counted savings, the resulting sum is the program-level savings estimate.

The Evaluators calculated the percent savings per home dividing the average annual energy savings estimated in the treatment group by the average annual energy consumption from the control group. This methodology is presented in the UMP Chapter 17 Residential Behavior Protocol[9].

11.4.1.1 Data Preparation and Cleaning

The Evaluators prepared and cleaned the aggregated AMI data provided by Entergy. The Evaluators employed the following cleaning steps for each cohort:

- Filter for customers currently treated in 2024
- Remove bills after the customer's move-out date
- Remove negative bills
- Remove bills with usage that was over 20,000 kWh/month
- Filter for post-period after January 1, 2024 and pre-period for 1 year prior to the intervention date of December 1, 2023.

[9] https://energy.gov/sites/prod/files/2015/02/f19/UMPChapter17-residential-behavior.pdf

- Remove December 2023 bills because they overlap with the intervention date

After conducting the above cleaning steps, the Evaluators conducted validity testing. The results of validity testing are displayed below.

11.4.1.2 Validity Testing

The treatment and control group energy usage was tested for each of the 12 pre-period months in each wave. The validity testing found no significant differences between the treatment and control group's pre-period energy usage for any of the 12 months. The results of the testing are displayed below:

TABLE 11-7 PY14–VALIDITY TESTING RESULTS

Pre-Period Month	Treatment Group Average Daily Usage (kWh/day)	Control Group Average Daily Usage (kWh/day)	Average Daily Usage Difference (kWh/day)	P-value	Statistically Significant Difference
Dec 2022	33.89	34.20	-0.31	0.110	-
Jan 2023	27.46	27.76	-0.29	0.057	-
Feb 2023	28.36	28.60	-0.24	0.108	-
Mar 2023	27.20	27.45	-0.24	0.080	-
Apr 2023	24.78	24.90	-0.12	0.349	-
May 2023	35.61	35.64	-0.03	0.876	-
Jun 2023	49.55	49.39	0.16	0.488	-
Jul 2023	52.70	52.52	0.18	0.460	-
Aug 2023	58.58	58.33	0.25	0.351	-
Sep 2023	43.62	43.38	0.23	0.241	-
Oct 2023	26.82	26.76	0.06	0.641	-
Nov 2023	23.68	23.73	-0.04	0.717	-

The Evaluators continued with linear regression modeling to evaluate average household savings across the cohorts. The results of the linear regression modeling are summarized in the section below.

11.4.1.3 Linear Regression Modeling Results

This section details the regression results.

As discussed in the evaluation approach section, savings are determined through the equation summarized in Equation 11-2.

. The Evaluators summarize the model results in the table below.

TABLE 11-8 PY14 REGRESSION MODEL RESULTS

Year/Month	Average Monthly Savings per Customer (kWh)	Monthly Estimate P-Value	Statistically Significant Savings	Number of Treatment Customers	Ex Post Gross Energy Savings (kWh)
Jan 2024	2.766	0.52	No	126,108	348,825
Feb 2024	5.167	0.19	No	123,765	639,461
Mar 2024	8.489	0.05	No	122,066	1,036,214
Apr 2024	8.089	0.05	No	120,139	971,801
May 2024	10.775	0.01	Yes	118,249	1,274,131
Jun 2024	18.702	0.00	Yes	116,084	2,170,978
Jul 2024	17.589	0.00	Yes	113,597	1,998,042
Aug 2024	17.507	0.00	Yes	111,613	1,953,966
Sep 2024	15.563	0.00	Yes	110,130	1,713,910
Oct 2024	14.555	0.00	Yes	108,547	1,579,911
Nov 2024	12.307	0.00	Yes	107,207	1,319,399
Dec 2024	13.027	0.00	Yes	106,210	1,383,560

The regression output displays statistically significant savings if the p-value for the treatment coefficient is less than 0.05.

The full model summary, including confidence intervals, is displayed below.

TABLE 11-9 – ADM DIFFERENCE-IN-DIFFERENCE MODEL ESTIMATES

Variable	Coefficient	90% CI Lower	90% CI Upper	t-statistic	P-value
pre_mo_year12_2022	-2.479	-2492.493	2487.536	-0.002	0.999
pre_mo_year1_2023	-8.841	-2498.855	2481.174	-0.006	0.995
pre_mo_year2_2023	-7.872	-2497.886	2482.143	-0.005	0.996
pre_mo_year3_2023	-8.905	-2498.919	2481.110	-0.006	0.995
pre_mo_year4_2023	-11.243	-2501.258	2478.772	-0.007	0.994
pre_mo_year5_2023	-0.294	-2490.308	2489.721	0.000	1.000
pre_mo_year6_2023	13.814	-2476.200	2503.829	0.009	0.993
pre_mo_year7_2023	17.137	-2472.877	2507.152	0.011	0.991
pre_mo_year8_2023	23.213	-2466.802	2513.228	0.015	0.988
pre_mo_year9_2023	8.339	-2481.676	2498.353	0.006	0.996
pre_mo_year10_2023	-8.445	-2498.460	2481.569	-0.006	0.996
pre_mo_year11_2023	-11.609	-2501.624	2478.405	-0.008	0.994
post_mo_year1_2024	2.472	-2487.543	2492.486	0.002	0.999
post_mo_year2_2024	-9.097	-2499.112	2480.918	-0.006	0.995
post_mo_year3_2024	-13.905	-2503.919	2476.110	-0.009	0.993
post_mo_year4_2024	-10.431	-2500.446	2479.583	-0.007	0.995
post_mo_year5_2024	3.271	-2486.744	2493.285	0.002	0.998
post_mo_year6_2024	10.942	-2479.073	2500.957	0.007	0.994
post_mo_year7_2024	12.102	-2477.913	2502.116	0.008	0.994
post_mo_year8_2024	17.685	-2472.329	2507.700	0.012	0.991
post_mo_year9_2024	3.436	-2486.579	2493.450	0.002	0.998
post_mo_year10_2024	-6.837	-2496.852	2483.177	-0.005	0.996
post_mo_year11_2024	-8.941	-2498.956	2481.073	-0.006	0.995
post_mo_year12_2024	-7.554	-2497.568	2482.461	-0.005	0.996
pre_mo_year_trmt12_2022	-0.036	-0.271	0.199	-0.253	0.800
pre_mo_year_trmt1_2023	-0.056	-0.291	0.178	-0.393	0.694
pre_mo_year_trmt2_2023	-0.123	-0.357	0.111	-0.865	0.387
pre_mo_year_trmt3_2023	-0.138	-0.371	0.095	-0.976	0.329
pre_mo_year_trmt4_2023	-0.230	-0.462	0.001	-1.635	0.102
pre_mo_year_trmt5_2023	-0.279	-0.509	-0.048	-1.987	0.047
pre_mo_year_trmt6_2023	-0.409	-0.638	-0.180	-2.936	0.003
pre_mo_year_trmt7_2023	-0.409	-0.637	-0.181	-2.951	0.003
pre_mo_year_trmt8_2023	-0.431	-0.658	-0.205	-3.130	0.002
pre_mo_year_trmt9_2023	-0.320	-0.545	-0.094	-2.332	0.020
pre_mo_year_trmt10_2023	-0.116	-0.341	0.109	-0.847	0.397
post_mo_year_trmt1_2024	-0.089	-0.315	0.137	-0.649	0.516
post_mo_year_trmt2_2024	-0.183	-0.410	0.044	-1.325	0.185
post_mo_year_trmt3_2024	-0.274	-0.501	-0.046	-1.979	0.048
post_mo_year_trmt4_2024	-0.270	-0.498	-0.041	-1.944	0.052
post_mo_year_trmt5_2024	-0.348	-0.576	-0.119	-2.498	0.013
post_mo_year_trmt6_2024	-0.623	-0.853	-0.394	-4.465	0.000
post_mo_year_trmt7_2024	-0.567	-0.798	-0.337	-4.048	0.000
post_mo_year_trmt8_2024	-0.565	-0.796	-0.333	-4.016	0.000
post_mo_year_trmt9_2024	-0.519	-0.751	-0.287	-3.681	0.000

post_mo_year_trmt10_2024	-0.470	-0.702	-0.237	-3.322	0.001
post_mo_year_trmt11_2024	-0.410	-0.643	-0.177	-2.896	0.004
post_mo_year_trmt12_2024	-0.420	-0.654	-0.187	-2.961	0.003
Adjusted R-Squared	**0.75**				

The following table summarizes the average annual household savings and percent of annual household savings.

TABLE 11-10 PY14 HOUSEHOLD-LEVEL SAVINGS BY COHORT

Cohort	Unadjusted Household Savings (kWh)	Average Annual Household Usage (kWh), Control Group	Percent Annual Household Unadjusted Savings
PY14 Combined Cohort	145	12,989	1.11%

The monthly post-period savings estimates were extrapolated to the number of customers treated in PY14 across each of the post-period months. The following table summarizes the program-level savings resulting from regression model analysis, prior to double counting adjustments.

TABLE 11-11 PY14 PROGRAM-LEVEL UNADJUSTED SAVINGS BY COHORT

Cohort	Unadjusted Annual Household Savings (kWh)	Model Fit (Adj. R^2)	Unadjusted PY14 kWh Savings
PY14 Combined Cohort	145	0.75	16,390,198
Total	**145**	**-**	**16,390,198**

The program displays a total of 16,390,198kWh verified savings in PY14.

11.4.1.4 Double Counted Savings Results

Participants in both the treatment and control groups participate in other energy efficiency programs. The double counted savings, defined in the methodology, whether positive or negative, are subtracted from the cohort's gross savings estimates from the regression analysis to get total verified savings. This section summarizes the results of the double counting analysis for downstream programs.

ENO delivered tracking data for the following programs:

- IQW Program
- A/C Solutions
- HPwES Program
- RLA Program
- MF Solutions Program

The Evaluators identified and summarized the average treatment customer, average control customer, and average incremental savings attributed to the above residential programs for each cohort. The table below summarizes the double counting savings to be subtracted from each cohort's annual program savings. The double counted savings are not applicable for cohorts in which no verified savings could be estimated.

TABLE 11-1211-13 PY14 DOUBLE COUNTED SAVINGS BY COHORT

Cohort	Treatment Savings per Household (kWh per Household)	Control Savings per Household (kWh per Household)	Double Counted Savings per Household (kWh per Household)	Total Double Counted Savings (kWh)
PY14 Combined Cohort	800.82	775.42	25.40	2,927,436
Total	**800.82**	**775.42**	**25.40**	**2,927,436**

The results are separated by cohort. PY14 displays a total of 2,927,436 kWh in double counted savings. The double counted savings represented in the table above are removed from each cohort's regression model savings estimate. The adjusted household-level savings for each cohort are summarized in the tables below.

TABLE 11-1411-15 PY14 HOUSEHOLD-LEVEL ADJUSTED SAVINGS BY COHORT

Cohort	Unadjusted Household Savings (kWh)	Household Double Counted Savings (kWh)	Adjusted Household Savings (kWh)	% Change to Savings
PY14 Combined Cohort	144.53	25.40	119.14	17.57%

After conducting double counting adjustments, the Evaluators extrapolated household-level adjusted savings to estimate total annual energy savings for PY14 for each cohort. The total verified and adjusted program-level savings are displayed in the table below.

TABLE 11-1611-17 PY14 PROGRAM-LEVEL ADJUSTED SAVINGS BY COHORT

Cohort	Adjusted Household Savings (kWh per Household)	Average Annual Household Usage (kWh per year)	Percent Annual Household Adjusted Savings	Weighted Number of Customers in PY14
PY14 Combined Cohort	119.14	12,989	0.92%	115,267
Total	**119.14**	**12,989**	**0.92%**	**115,267**

11.4.1.5 Demand Reduction Results

The relationship between annual usage savings and peak demand savings has not been defined for HURs. In previous evaluations, the Evaluators estimated demand reduction by dividing the annual energy savings by integrating hourly load factors with monthly estimated energy savings for each group for the annual program year, resulting in a ratio of 0.0001687, which was used to estimate the relationship between annual usage savings and peak demand savings.

TABLE 11-18 PY13 PROGRAM-LEVEL DEMAND REDUCTIONS BY COHORT

Cohort	Undjusted PY14 kW Savings
PY14 Combined Cohort	2,765
Total	**2,765**

The Behavioral Program displayed 2,765 kW kW reductions in PY14 resulting from energy savings.

11.4.1.6 Verified Savings

The table below summarizes the verified gross and net energy savings. The Behavioral Program NTG ratio is 100% due to the nature of the program. Overall verified gross and net savings were 16,390,198 kWh and 2,765 kW between January 1, 2024 and December 31, 2024.

TABLE 11-19 PY14 BEHAVIORAL VERIFIED ENERGY AND DEMAND REDUCTIONS BY COHORT

Cohort	Verified PY14 kWh Savings	Verified PY14 kW Savings	Percent Annual Household Savings
PY14 Combined Cohort	16,390,198	2,765	1.11%
Total	**16,390,198**	**2,765**	**1.11%**

11.4.2 PROCESS EVALUATION FINDINGS

The Evaluators conducted a limited process evaluation of the Behavioral program in PY14 of the program.

11.4.2.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff and two APTIM staff; ENO staff participated in one interview and APTIM and Franklin staff participated in a second interview. These in-depth interviews aimed to learn more about the behavioral program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

11.4.2.1.1 *Program Description*

In PY14, the Behavioral Program underwent a major shift, consolidating all previous cohorts into a single, unified group. Instead of each cohort receiving different materials and being assigned unique comparison groups, all participants are now part of the same cohort, with non-participating neighbors serving as the comparison group.

Previously, the program incorporated gamification and reward platforms, but the new approach is streamlined, focusing solely on informational emails and mailings that encourage behavior changes. Additionally, the program now utilizes AMI data instead of billing data, enabling more targeted insights and personalized tips for energy efficiency improvements.

11.5 Findings & Recommendations

Key Findings:

- Program Consolidation: Staff reported that in PY14, the Behavioral Program transitioned to a single cohort model, simplifying implementation by using non-participating neighbors as the comparison group.
- Shift in Engagement Approach: The program removed gamification and rewards, instead relying on informational emails and mailings. Staff also noted that switching from billing data to AMI data improved the ability to deliver targeted insights and personalized energy-saving recommendations

12 EASYCOOL BRING YOUR OWN THERMOSTAT

12.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, incentive spend, and *ex post* net NEBs, by measure, where applicable.

TABLE 12-1 PY14 EASYCOOL BYOT ENERGY SAVINGS (KWH)

Measure	*Ex ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex post* Gross Savings (kWh)	NTG	*Ex post* Net Savings (kWh)
DR Participation: BYOT-only	0	N/A	0	N/A	0
DR Participation: PTR-BYOT	0	N/A	0	N/A	0
Total	**0**	**N/A**	**0**	**N/A**	**0**

Sums may differ due to rounding.

TABLE 12-2 PY14 EASYCOOL BYOT DEMAND REDUCTIONS (KW)

Measure	*Ex ante* Gross Demand (kW)	Realization Rate (kW)	*Ex post* Gross Demand (kW)	NTG	*Ex post* Net Demand Reductions (kW)
DR Participation: BYOT-only	N/A	N/A	5,354.80	100%	5,354.80
DR Participation: PTR-BYOT	N/A	N/A	896.32	100%	896.32
Total	**N/A**	**N/A**	**6,251.12**	**100%**	**6,251.12**

Sums may differ due to rounding.

TABLE 12-3 PY14 EASYCOOL BYOT LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex post* Gross Lifetime Energy Savings (kWh)	*Ex post* Net Lifetime Energy Savings (kWh)
DR Participation: BYOT-only	1	0	0
DR Participation: PTR-BYOT	1	0	0
Total	**1**	**0**	**0**

Sums may differ due to rounding.

TABLE 12-4 PY14 EASYCOOL BYOT PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
DR Participation: BYOT-only	4,207	$190,117
DR Participation: PTR-BYOT	879	$39,708
Total	**5,085**	**$229,825**

Sums may differ due to rounding.

TABLE 12-5 PY13 EASYCOOL BYOT NEB SUMMARY

Measure	*Ex post* Net ARCs ($)	*Ex post* Net Water Savings (gallons)	*Ex post* Net Avoided Arrearages
DR Participation: BYOT-only	$0	0	$0
DR Participation: PTR-BYOT	$0	0	$0
Total	**$0**	**0**	**$0**

Sums may differ due to rounding.

12.2 Program Description

The EasyCool Bring Your Own Thermostat (EasyCool BYOT) offering uses a Distributed Energy Resource Management System (DERMS) to enroll, monitor, and to schedule load control events to reduce electricity consumption during periods of high demand. The DERMS system increases the temperature setting by a small amount on customer thermostats. These events may occur between June 1st and September 30th and are limited to a maximum of 15 adjustments per year. The events involve thermostats being adjusted an extra three degrees. These events typically last no more than four hours and occur between noon and 8 p.m. To manage customer comfort, the system will pre-cool the home in advance of the event.

Program participants receive pre-event notifications about half an hour before the scheduled event via the thermostat itself or the thermostat application. Information is also posted on the Energy Smart website. Customers do not need to do anything to participate in an event, rather smart thermostats are adjusted remotely. Customers can opt out of events through a system override. Typically events last two to four hours and result. All events are preceded by a half-hour precool event.

The EasyCool Residential "bring your own thermostat" (BYOT) program targets residential customers interested in participating demand respond events via their smart thermostat. Although the program had originally included small business customers as well, there was low participation among this sector, so staff refocused efforts on residential customers.

The offering works with a wide range of thermostats including those manufactured by ecobee, Honeywell, Nest, Alarm.com, and Emerson. A complete list of qualifying thermostats is published on the program website.

Customers enroll in the offering by visiting a web-based portal. To qualify, customers must be a residential ENO customer, have an internet connected thermostat that controls central air conditioning, and agree to the terms and conditions.

Customers enroll in the program via their smart thermostat app or the EasyCool website. They receive a $50 enrollment incentive per device. Customers who remain enrolled year after year receive a $25 continued enrollment incentive. Customers may unenroll by sending an email communication or they may opt-out of events using the web portal.

The program was first introduced in PY10.

12.2.1 PROGRAM CHANGES

There were no changes to the program in PY14.

12.2.2 TIMING OF PROJECTS

All projects occurred from May to September.

12.2.3 TRADE ALLIES

There were no reported trade allies in this program.

12.2.4 GOAL ACHIEVEMENT

The table below summarizes the programs' performance against goal.

TABLE 12-6 EASYCOOL BYOT PERFORMANCE TOWARDS GOAL

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	Ex Post Gross Savings (kW) Target	% to kW Target
NA	NA	9,600.00	65%

12.3 EM&V Methodology

The Evaluators employed the following approach to complete impact evaluation activities for the program. The Evaluator followed the Calculated Baseline approach outlined in the Midcontinent Independent System Operator, Inc. (MISO) Business Practices Manual (BPM)[10]. The following impact evaluation steps were taken to determine the suitability of the MISO Calculated Baseline approach:

- Developed an Unadjusted Consumption (UC) Baseline, a Symmetric Multiplicative Adjustment (SMA) Baseline, and a Weather Sensitive Adjustment (WSA) Baseline for each program participant. Loads were calculated utilizing 1-hour AMI data.
- Determined days that will serve as proxy days for testing the suitability of the baseline approach. Proxy days represent days like demand response event days in terms of load shape and temperature profiles.
- Estimated bias (uncertainty) and error on proxy days for each model to assess baseline performance. Bias is assessed by examining the average percent error of the baseline predictions relative to the actual usage on proxy days. In a similar manner, error is assessed through various metrics such as Root Mean Squared Error (RRMSE) using baseline predictions and actual usage on proxy days.
- Selected the baseline model with the lowest absolute bias.

12.3.1 GROSS IMPACT METHODOLOGIES

In the evaluation of demand response programs, energy savings are estimated by comparing a participant's load shape during a demand response event with a baseline load shape. This baseline load is assumed to be a good estimate of the counterfactual load—that is, the load that would have manifested had there not been an event called that day.

[10] *Ibid.*

12.3.1.1 Data Sources

Data used for this evaluation include program tracking data that identifies which customers participated in the program and contains data fields such as hourly usage, hourly interval meter data (AMI) for each customer participating in the program, and a full schedule of DR program events, including the time of the event.

12.3.1.2 MISO Calculated Baseline Approach (Customer Baselines)

The following details the general requirements for the MISO Calculated Baseline Approach. The Evaluators developed Customer Baselines (CBLs) in accordance with this approach. For a demand resource, the Consumption Baseline is a profile of hourly demand based on an averaged sample of historical data which may be adjusted for factors that reflect specific, on-the-day conditions, such as temperature.

The default consumption baseline is designed as follows:

- Separate hourly demand profiles for non-holiday weekdays and for weekends/holidays
- The "weekday" hourly profile is based on the average of the ten (10), but not less than five (5), most recent weekdays that are not holidays or other non-standard "event" days
- The "weekend/holiday" hourly profile is based on the average of the four (4), but not less than two (2), most recent weekend days or holidays that are not "event" days
- An "event" day is one during which there was, for the resource in question, a real- time energy or ancillary services dispatch, or a scheduled outage
- The maximum look-back window is limited to 45 days
- If the 45-day window contains insufficient days to meet the minimum number of days described above, the profiles are constructed based on the available days within the 45-day window that qualify, supplemented by the largest (MW) matching "event" day(s) values for that resource within that same window as necessary to obtain the minimum number of values.

Adjustment mechanisms to the default Consumption Baseline include:

- Symmetric Multiplicative Adjustment (SMA)
    - Adjusts each baseline hourly value (MW) during the event up or down by the ratio of
    - (a) the sum of hourly demands for the three hours beginning four hours prior to the event and (b) the sum of those same three hourly baseline demands
    - The adjustment is limited to a change in any individual baseline hour of plus or minus 20 percent.
    - If multiple events occur during the same day, the SMA is calculated only for the first event, but applied to all events that day.
- Weather Sensitive Adjustment (WSA)
    - Adjusts each baseline hourly value (MW) up or down by a Weather Adjustment Factor
    - The Weather Adjustment Factor is determined by a mathematical relationship derived through a regression analysis that considers the DRR load and historical hourly temperature data.

12.3.1.3 Evaluators MISO Models

The following CBL models were developed for each customer in accordance with MISO protocols.

For a 5-of-10 (or 5-of-5) unadjusted baseline, the Evaluators examine the load data from the most recent ten (or five) non-event, non-holiday weekdays relative to the event day and calculate the mean demand usage values of the five highest load days. This baseline is then adjusted for the SMA and WSA models utilizing the method described in Section 12.3.1.2.

TABLE 12-7 EVALUATORS' MISO CBL MODELS

Model Type	Baseline Days	SMA	WSA
Unadjusted	5-of-10	No	No
SMA-Adjusted	5-of-10	Yes	No
WSA-Adjusted	5-of-10	No	Yes
Unadjusted	5-of-5	No	No
SMA-Adjusted	5-of-5	Yes	No
WSA-Adjusted	5-of-5	No	Yes

12.3.1.4 Baseline and Proxy Day Development

The Evaluators defined proxy days as the top eight non-event, non-holiday, non-weekend days with the highest loads across all summer months. In addition, proxy days must display a maximum temperature of greater than or equal to the minimum temperature observed during normal curtailment hours during the events. The Evaluators used these defined proxy days to determine the ability of CBL models to predict actual usage for each customer.

12.3.1.5 Cross Program Participation Adjustments

Customers who participate in multiple demand response programs will have double counted savings if the savings estimates are not adjusted in each program where cross participation occurs. For some DR programs, the source of curtailment for the respective DR programs is independent, such as for the Battery Energy Storage System (BESS) Pilot program and the BYOT program (battery storage versus smart thermostat). When the curtailment source is independent between two DR programs, cross participants for the two programs are removed during the impact estimation. The per unit or per account savings reductions are then extrapolated to the full population. For example, removing customers with dual enrollment in BYOT and BESS ensures that the BYOT-only savings estimates does not include impacts from the BESS program. In PY14, BESS events were called after all the BYOT events, therefore, adjusting for cross participation with BESS was not needed.

For other DR programs, the curtailment source driving the demand response impact overlaps, such as for BYOT and PTR, where both programs may both involve curtailment of cooling loads. In this case, a savings estimate was developed for participants with and without cross participation. The savings for those with cross participation were adjusted using the savings for those without cross participation in the respective programs, according to the following equation:

$$Cross\ Participant\ kW\ Reduction\ for\ BYOT\ Program\ (PTR - BYOT\ Cohort) = Average\ kW\ Reduction\ (PTR - BYOT) * ((Average\ kW\ Reduction\ (BYOT - only))/ (Average\ kW\ Reduction(BYOT - only) + Average\ kW\ Reduction\ (PTR - only))$$

Where:

$Average\ kW\ Reduction\ (PTR - BYOT)$ = Average estimated kW reduction for participants in both PTR and BYOT.

$Average\ kW\ Reduction\ (BYOT - only))$ = Average estimated kW reduction for participants in BYOT only.

$Average\ kW\ Reduction\ (PTR - only))$ = Average estimated kW reduction for participants in PTR only.

The adjustment for the PTR-BYOT cross participant savings estimate reflects the percentage share of the BYOT-only savings estimate out of the total savings for BYOT-only and PTR-only combined. A separate adjustment following similar logic occurs in the PTR program to remove overlapping savings between BYOT and PTR cross participants.

12.3.1.6 Cohort Creation

The Evaluators created the following measure cohorts for the BYOT program in PY14. Participants without AMI data during DR events (approximately 15% of participants) were considered to have inactive accounts and were excluded from the extrapolation of estimated savings.

TABLE 12-8 BYOT MEASURES

Measure (Cohort)	Total Number of Accounts in Participant Data	Number of Accounts with AMI Data
DR Participation: BYOT-only	4,838	4,207
DR Participation: PTR-BYOT	1,010	878.6
Total	**5,848**	**5,085**

12.3.1.7 Savings Calculations and Extrapolation

The Evaluators estimated the Average kW Savings per Event per Participant using participants with complete AMI data during all events. The estimate is extrapolated and weighted based on the number of participants with AMI data on each demand response event date.

The Average kW Savings per Event per Participant is the average kW reduction for each participant across all demand response events in the season, as shown in the equations below.$Average\ kW\ Savings\ per\ Event\ per\ Participant = (\sum_{i=1}^{n} Average\ kW\ Reduction\ per\ Event_i)\ /n$

$$Average\ kW\ Reduction\ per\ Event_i = (\sum_{h=1}^{hours} (Baseline\ kW_{ih} - Actual\ kW_{ih}))/hours$$

Where,

i = an indicator for participant *i*;

h = indicator for event hour *h;*

n = Total number of participants;

hours = total number of event hours;

$Baseline\ kW_{ih}$ = Baseline kW for participant *i* during event hour *h*.

$Actual\ kW_{ih}$ = Actual kW for participant *i* during event hour *h*.

The Evaluators also calculated the Average kW Savings per Event per Device as shown in the following equation:

$$Average\ kW\ Savings\ per\ Event\ per\ Device = Average\ kW\ Savings\ per\ Event\ per\ Participant * (\frac{Number\ of\ Devices}{Number\ of\ Participants})$$

12.3.2 NET IMPACT METHODOLOGIES

In demand response programs, it is typically assumed that there are neither spillover nor free-ridership effects (customers are not expected to curtail without participating). Furthermore, participants are compensated only if they reduce their load during the peak demand window, the primary program goal. As such, the net-to-gross ratio for this program is assumed to be 100%.

12.4 Evaluation Findings

The Evaluators determined that 17% of BYOT participants were also enrolled in the Peak Time Rebate (PTR) Pilot program; therefore, savings were adjusted for cross participation. Savings for cross participants were adjusted to avoid double counting impacts across the two DR programs. The method of adjusting savings for cross participation is detailed in the Gross Impact Methodologies section.

The Evaluators defined two measure types for the BYOT program: 1) BYOT-only, representing participants that are only enrolled in the BYOT program, and 2) PTR-BYOT, representing BYOT participants that are dual enrolled in the PTR program.

One small DR Pilots ran concurrently with BYOT in PY14, the Electric Vehicle (EV) Charging Pilot, and it showed some cross participation with BYOT. However, for the EV Charging Pilot, there are no demand response events for the program and the Evaluators estimated peak demand impacts for the EV Charging Pilot utilizing days when no demand response events were called. In addition, for BYOT and EV Pilot cross participants, the BYOT baselines incorporate any impacts from the EV Pilot so there is no need to adjust either program for cross participation.

TABLE 12-9 EVENT DATES AND TIMES

Event Dates	Event Times (CDT)
7/2/2024	4:00-6:00
8/1/2024	5:00-7:00
8/7/2024	4:00-6:00
8/9/2024	4:00-6:00
8/14/2024	5:00-7:00

12.4.1 LOAD SHAPES AND MODEL PERFORMANCE

The figures below are average load shapes for each subgroup on proxy and event days and depict actual kW and baseline kW for the selected baseline model. The figures show that baseline kW is a good match for actual kW during the hours of curtailment on most proxy days.

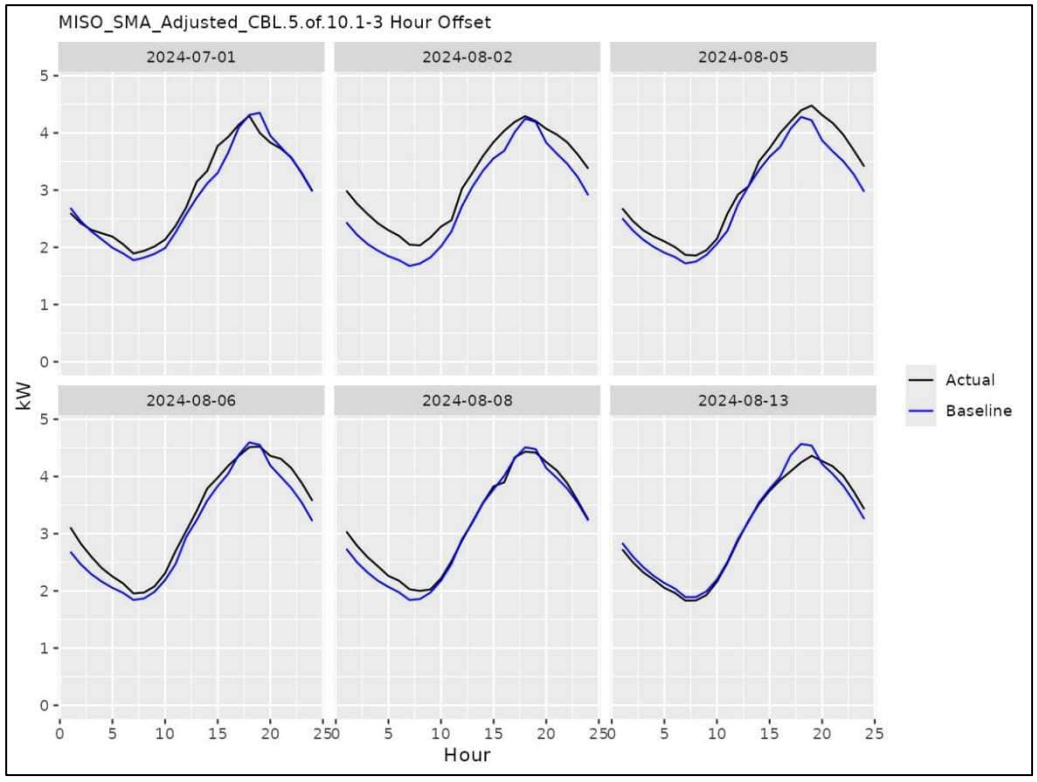


FIGURE 12-1 EASYCOOL BYOT PROXY DAY LOAD SHAPES, BYOT-ONLY

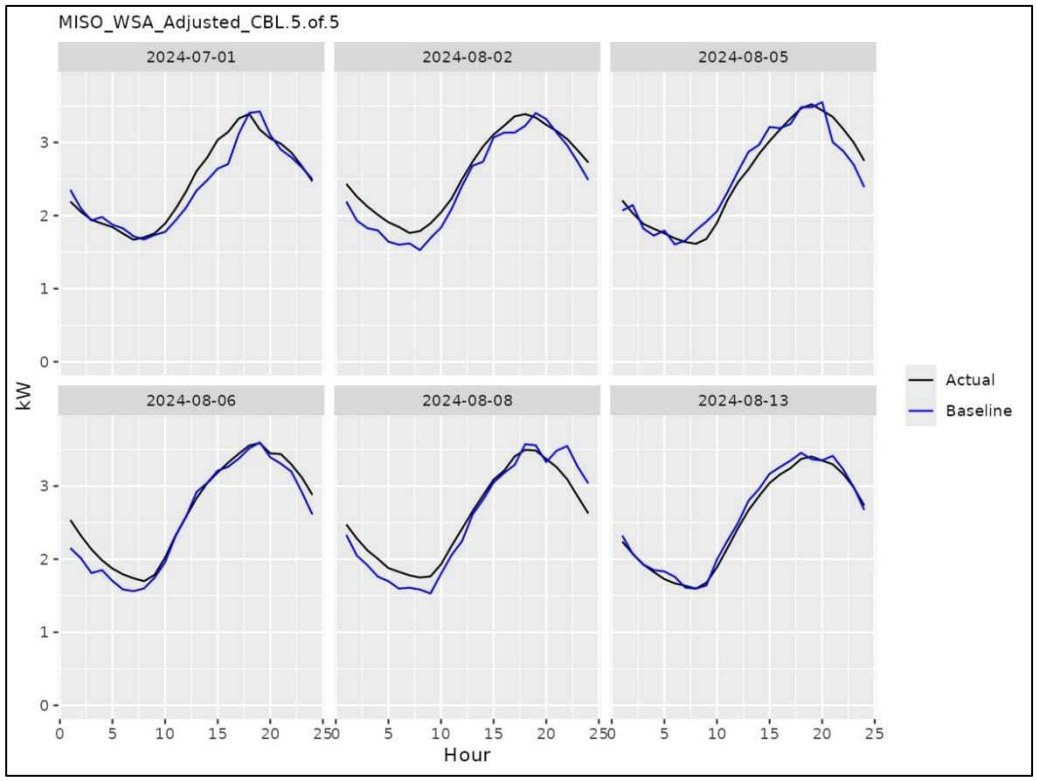


FIGURE 12-2 EASYCOOL BYOT PROXY DAY LOAD SHAPES, PTR-BYOT CROSS PARTICIPANTS

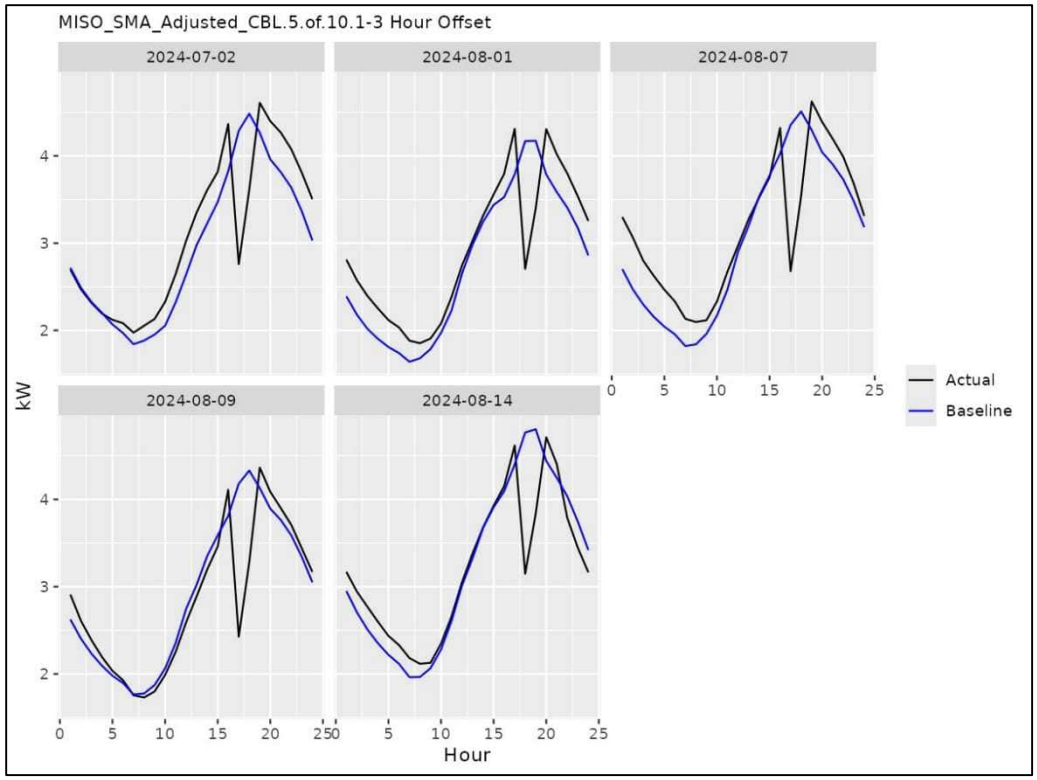


FIGURE 12-3 EASYCOOL BYOT EVENT DAY LOAD SHAPES, BYOT-ONLY

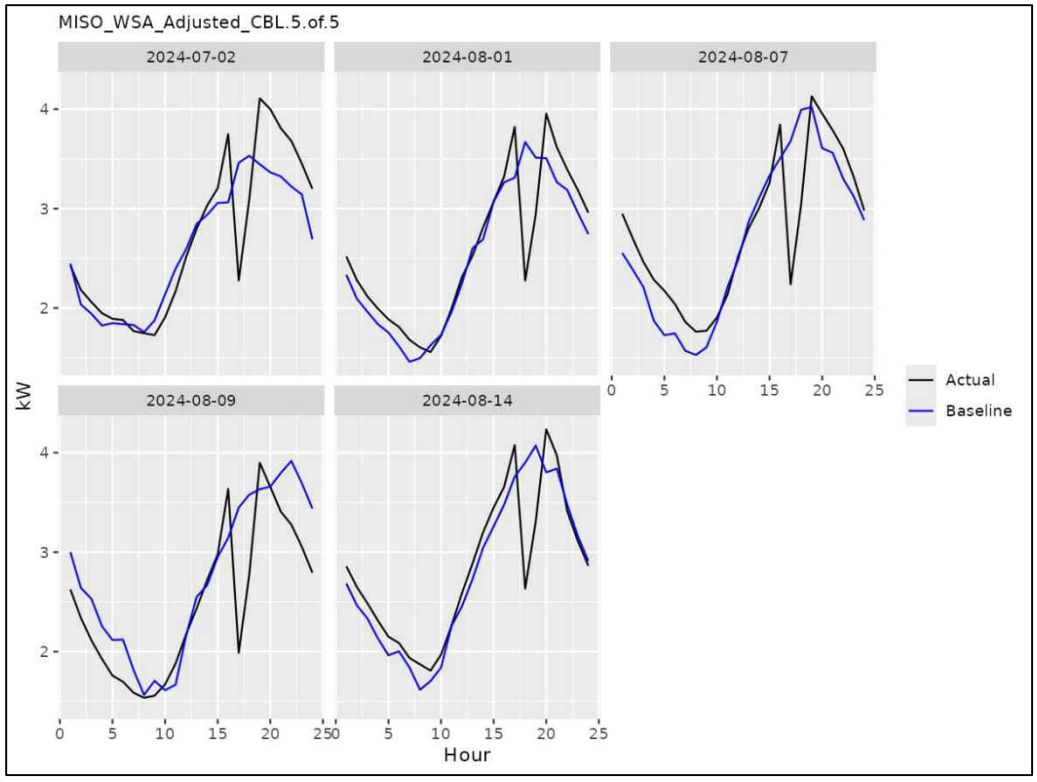


FIGURE 12-4 EASYCOOL BYOT EVENT DAY LOAD SHAPES, PTR-BYOT CROSS PARTICIPANTS

The Evaluators estimated bias and error for the Evaluators MISO models across all sites and when applied on a site-specific basis and selected for the model with the lowest bias.

TABLE 12-10 MODEL FIT AND BIAS

Measure (Cohort)	Model	Follow MISO Protocols	RRMSE	Bias	Selected Model
DR Participation: BYOT-only	MISO_SMA_Adjusted_CBL.5.of.10	X	0.038	0.78%	X
DR Participation: BYOT-only	MISO_WSA_Adjusted_CBL.5.of.5	X	0.038	-0.92%	
DR Participation: BYOT-only	MISO_Unadjusted_CBL.5.of.10	X	0.062	-2.37%	
DR Participation: BYOT-only	MISO_SMA_Adjusted_CBL.5.of.5	X	0.087	-7.15%	
DR Participation: BYOT-only	MISO_WSA_Adjusted_CBL.5.of.10	X	0.096	8.50%	
DR Participation: BYOT-only	MISO_Unadjusted_CBL.5.of.5	X	0.127	-10.57%	
DR Participation: PTR-BYOT	MISO_WSA_Adjusted_CBL.5.of.5	X	0.034	-0.45%	X
DR Participation: PTR-BYOT	MISO_Unadjusted_CBL.5.of.10	X	0.058	-1.16%	
DR Participation: PTR-BYOT	MISO_SMA_Adjusted_CBL.5.of.10	X	0.040	1.50%	
DR Participation: PTR-BYOT	MISO_SMA_Adjusted_CBL.5.of.5	X	0.081	-6.63%	
DR Participation: PTR-BYOT	MISO_WSA_Adjusted_CBL.5.of.10	X	0.102	9.40%	
DR Participation: PTR-BYOT	MISO_Unadjusted_CBL.5.of.5	X	0.119	-9.75%	

12.4.2 GROSS IMPACT FINDINGS

Using results from the CBLs, the Evaluators calculated the PY14 kW reduction. Results are shown below in the table below.

TABLE 12-11 TOTAL GROSS EASYCOOL BYOT DEMAND REDUCTIONS

Measure	Average Savings per Event per Unit (kW)	Average Savings per Event per Participant (kW)	Number of Units	Number of Participants	Total Program kW Reduction
DR Participation: BYOT-only	0.97290	1.27295	5,504	4,207	5,354.80
DR Participation: PTR-BYOT	0.77970	1.02017	1,150	879	896.32
Total	**0.93952**	**1.22928**	**6,654**	**5,085**	**6,251.12**

The overall verified kW reduction is 6,251.12 kW.

The average savings for the PTR-BYOT cohort shown in the table above were adjusted for cross participation with the PTR program, as detailed in section 12.3.1.5. PTR participants without cross participation (i.e., PTR-only) showed average savings per event per participant of 0.27138 kW.

12.4.3 NET IMPACT FINDINGS

For demand response programs, net savings equals gross savings.

TABLE 12-12 TOTAL EASYCOOL BYOT NET DEMAND REDUCTION RESULTS

Gross kW Reduction	Net-to-Gross Ratio	Net Demand Reduction
6,251.12	100%	6,251.12

Program results can be found in tables in Section 12.1.

12.4.4 NON ENERGY BENEFITS FINDINGS

There were no NEBs identified in this program.

12.4.5 PROCESS FINDINGS

The Evaluators conducted a limited process evaluation of the EasyCool program in PY14 of the program.

12.4.5.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff, one Aptim staff, and one EnergyHub staff; ENO staff participated in one interview and Aptim and EnergyHub staff participated in a second interview. These in-depth interviews aimed to learn more about EasyCool Residential BYOT program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

12.4.5.1.1 *Program Design and Implementation*

The EasyCool Residential 'Bring Your Own Thermostat' (BYOT) program targets residential customers who want to participate in demand response events using their smart thermostat. Initially, the program also included small business customers, but due to low participation in this sector, staff shifted their focus exclusively to residential customers.

Customers enroll in the program via their smart thermostat app or the EasyCool website. They receive a $50 enrollment incentive and $25 for each event they participate in. Customers who remain enrolled year after year receive a $25 continued enrollment incentive.

Customers do not need to take any action to participate in demand response events, as smart thermostats are adjusted remotely. However, they have the option to opt out through a system override. Events typically last two to four hours and involve thermostat adjustments of approximately three degrees. Each event is preceded by a 30-minute precooling period.

The program limits events to a maximum of 15 per season, though, on average, five to eight events occur annually. Participants receive pre-event notifications about 30 minutes before the scheduled event via their thermostat or thermostat application. Additional information is available on the EnergySmart website.

All participants receive an annual $25 bonus regardless of the number of events they participate in, with a minimum requirement of one event per year.

In addition to marketing conducted by the smart thermostat brands themselves, Entergy New Orleans promotes the program to customers who purchase smart thermostats through the online marketplace, making it easy for these customers to enroll in the program when they purchase the thermostat. In general, most customers enroll in the program through their smart thermostat brand, rather than through Entergy New Orleans marketing.

12.4.5.1.2 *Program Goals*

The program operates on a rolling enrollment basis, with a goal of enrolling 2,000 new customers. As of Fall 2024, 1,386 new customers enrolled according to staff, falling short of the target. In addition, ADM's review of program tracking data found 334 new accounts in PY14 compared to PY13 tracking data. Staff noted that enrollment has slowed over the three-year period, but this trend is typical for programs of this nature.

The program's energy savings goal is flexible, as potential savings depend on the number of events held each year. Staff also explained that energy savings tend to be highest at the beginning of an event but gradually decline as some customers choose to opt out over time.

12.5 Data Tracking Review

The Evaluators were able to perform the analysis as planned once advanced metering infrastructure (AMI) data was provided. The Evaluators found that roughly 85% of participants had AMI data during the evaluation period. ENO found that this occurred due to participants with inactive accounts. All participants in the participant data that were not present in the AMI data were removed from the analysis when extrapolating kW reduction impacts.

12.6 Key Findings and Recommendations

Key findings:

- Shift to Residential Focus: Staff noted that the program initially included small businesses but was refocused on residential customers due to low participation in the business sector. Most enrollments occur through smart thermostat brands rather than Entergy New Orleans marketing.
- Enrollment and Energy Savings Trends: Staff reported that while the program aims for 2,000 new customers, enrollment has slowed over time, a trend typical for similar programs. Energy savings vary by event frequency, with higher savings at the start of events, gradually declining as some participants opt out.

Recommendations:

- Sustain Enrollment Efforts: If increasing participation remains a priority, staff could explore ways to enhance direct outreach beyond smart thermostat brand marketing. This could include targeted emails to eligible customers, incentives for referring new participants, or integrating enrollment prompts into other Entergy New Orleans customer interactions, such as bill inserts or online account dashboards.
- Optimize Event Engagement: If reducing opt-outs is a concern, staff could explore refining pre-cooling strategies, such as increasing the pre-cool period for homes with higher cooling demands. Additionally, offering a tiered incentive structure—where customers who participate in a higher percentage of events receive an additional bonus—may encourage more consistent engagement.

The following summarizes the key findings from the PY13 evaluation.

- Attainment of Demand Reduction Target: The program achieved 53.9% of its *ex post* gross demand reduction target, indicating significant progress towards its overarching goal of reducing demand on the grid. This achievement underscores the effectiveness of the program's strategies and initiatives in incentivizing energy conservation and efficiency among participants.
- Increase in Program Participation: The addition of 334 new participants in PY14 reflects a slight 7% increase in program participation compared to previous years. This increase in participation demonstrates continued awareness and interest among consumers in engaging with energy efficiency programs, highlighting the program's success in expanding its reach and impact.
- AMI Data and Participant Tracking: Approximately 15% of BYOT participants were identified as lacking Advanced Metering Infrastructure (AMI) data, indicating potential discrepancies in participant tracking and data management. The evaluation highlights the importance of ensuring comprehensive data collection and tracking mechanisms to accurately assess program performance and participant engagement.
- Cross Participation and Savings Adjustments: A notable proportion (17%) of BYOT participants exhibited cross participation with the Peak Time Rebate (PTR) program, necessitating adjustments in savings calculations to account for overlapping participation and avoid double-counting of energy savings. This finding underscores the importance of refining evaluation methodologies to accurately quantify program impacts in the presence of participant overlap.

The Evaluators have the following recommendations after completing the PY14 evaluation.

All the recommendations from PY13 were adopted by ENO in PY14 and greatly improved the accuracy of savings estimates for the program. The Evaluators continue to offer the same recommendations provided in PY13 to ensure continuity in future program years.

- Alignment of Demand Response Event Times: It is recommended to synchronize the start and end times of demand response events for customers with cross participation in multiple programs. This alignment ensures consistency in measuring savings impacts across programs and minimizes distortions in baseline models caused by overlapping event schedules. DR event times were aligned in PY14, and the Evaluator is repeating this recommendation to highlight its importance in future program years.
- Commencement of Events on the Hour: When hourly interval Advanced Metering Infrastructure (AMI) data is available, demand response events should commence and conclude on the hour. This practice ensures precise measurement of energy reductions by aligning event durations with the hourly intervals captured in the data, facilitating accurate assessment of program effectiveness. DR events commenced on the hour in PY14, and the Evaluator is repeating this recommendation to highlight its importance in future program years.
- Aggregation of Interval AMI Data: Interval AMI data should be aggregated to the hourly level based on the hour-ending datetime. By adhering to this aggregation method, program administrators can maintain accuracy in usage measurement, avoiding inconsistencies or errors associated with aggregating data across multiple hours. Interval AMI data was aggregated per the recommendations, and the Evaluator is repeating this recommendation to highlight its importance in future program years.
- Monitoring of Event Frequency: Implementers of demand response programs with cross participants should monitor the frequency of events called across all programs within a sector, particularly residential programs. This monitoring helps preserve the availability of proxy days used for testing baseline models, ensuring robust evaluation methodologies and accurate assessment of program impacts. The Evaluator is repeating this recommendation to highlight its importance in future program years.
- Consideration of Event Scheduling: To mitigate potential reductions in available proxy days due to excessive event scheduling, it is advisable to consider calling events for residential demand response programs on the same dates. By aligning event schedules, program administrators can optimize the use of proxy days and maintain the integrity of baseline models, facilitating comprehensive program evaluation and analysis. The Evaluator is repeating this recommendation to highlight its importance in future program years.

13 PEAK TIME REBATE PILOT

13.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, incentive spend, and *ex post* net NEBs, by measure, where applicable.

TABLE 13-1 PY14 PTR ENERGY SAVINGS (KWH)

Measure	*Ex ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex post* Gross Savings (kWh)	NTG	*Ex post* Net Savings (kWh)
DR Participation: PTR-only	0	N/A	10,887	N/A	10,887
DR Participation: PTR-BYOT	0	N/A	1,910	N/A	1,910
Total	**0**	**N/A**	**12,796**	**N/A**	**12,796**

Sums may differ due to rounding.

TABLE 13-2 PY14 PTR DEMAND REDUCTIONS (KW)

Measure	*Ex ante* Gross Demand (kW)	Realization Rate (kW)	*Ex post* Gross Demand (kW)	NTG	*Ex post* Net Demand Reductions (kW)
DR Participation: PTR-only	0.00	N/A	1,091.42	100%	1,091.42
DR Participation: PTR-BYOT	0.00	N/A	191.08	100%	191.08
Total	**0.00**	**N/A**	**1,282.51**	**100%**	**1,282.51**

Sums may differ due to rounding.

TABLE 13-3 PY14 PTR LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex post* Gross Lifetime Energy Savings (kWh)	*Ex post* Net Lifetime Energy Savings (kWh)
DR Participation: PTR-only	1	10,886.58	10,886.58
DR Participation: PTR-BYOT	1	1,909.58	1,909.58
Total	**1**	**12,796.16**	**12,796.16**

Sums may differ due to rounding.

TABLE 13-4 PY14 PTR PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
DR Participation: PTR-only	4,022	$67,380
DR Participation: PTR-BYOT	879	$14,720
Total	**4,900**	**$82,100**

Sums may differ due to rounding.

TABLE 13-5 PY14 PTR NEB SUMMARY

Measure	*Ex post* Net ARCs ($)	*Ex post* Net Water Savings (gallons)	*Ex post* Net Avoided Arrearages
DR Participation: PTR-only	$0	0	$0
DR Participation: PTR-BYOT	$0	0	$0
Total	**$0**	**0**	**$0**

Sums may differ due to rounding.

13.2 Program Description

The Peak Time Rebate (PTR) offering provides incentives to residential customers for reducing their energy usage during short periods of high electricity usage. The offer was made available on a limited basis to the first customers to sign up during the Pilot phase.

Customers enrolled in the PTR pilot receive an email notification to reduce energy usage during short periods of high electricity usage, also known as peak demand events. The email shares tips on how to electric usage during peak demand events. A maximum of 15 demand response events are called in a year.

- Enrolled customers receive the following:
- An email at least 24 hours in advance of a scheduled peak demand event with the date and time of the event.
- An email at the start of the event with specific recommendations on how to reduce electricity usage.
- An email at the end of the event, letting them know the event has ended.
- An email after peak season, totaling energy saved across the peak demand events and the amount of the earned cash incentive.
- A check in the mail for the total incentive earned.
    - Standard savers: $20
    - High savers: $50

The pilot was fully subscribed in PY14.

13.2.1 PROGRAM CHANGES

PY13 was the first year for the PTR offering. In PY13, the incentive savers categories were Low ($10), Medium ($20), and High ($50), while in PY14, the incentive savers categories were Standard ($20) and High ($50).

13.2.2 TIMING OF PROJECTS

Enrollment in the program occurred primarily between May and August in PY14, as shown in the table below.

TABLE 13-6 NUMBER OF NEW ENROLLMENTS BY MONTH

Enrollment Month	Number of Enrollments
May, 2024	837
June, 2024	1507
July, 2024	258
Aug, 2024	125
Sept, 2024	3
Total	**2,730**

13.2.3 TRADE ALLIES

There were no reported trade allies in this program.

13.2.4 GOAL ACHIEVEMENT

The table below summarizes the programs' performance against goal.

TABLE 13-7 PTR PERFORMANCE TOWARDS GOAL

Ex post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex post* Gross Energy Savings (kWh)	*Ex post* Gross Savings (kW) Target	% to kW Target	*Ex post* Gross Savings (kW)
0	N/A	0	998.00	128%	1,282.51

13.3 EM&V Methodology

The Evaluators employed the following approach to complete impact evaluation activities for the program. The Evaluator followed the Calculated Baseline approach outlined in the Midcontinent Independent System Operator, Inc. (MISO) Business Practices Manual (BPM)[11]. The following impact evaluation steps were taken to determine the suitability of the MISO Calculated Baseline approach:

[11] *Ibid.*

- Developed an Unadjusted Consumption (UC) Baseline, a Symmetric Multiplicative Adjustment (SMA) Baseline, and a Weather Sensitive Adjustment (WSA) Baseline for each program participant. Loads were calculated utilizing 1-hour AMI data.
- Determined days that will serve as proxy days for testing the suitability of the baseline approach. Proxy days represent days like demand response event days in terms of load shape and temperature profiles.
- Estimated bias (uncertainty) and error on proxy days for each model to assess baseline performance. Bias is assessed by examining the average percent error of the baseline predictions relative to the actual usage on proxy days. In a similar manner, error is assessed through various metrics such as Root Mean Squared Error (RRMSE) using baseline predictions and actual usage on proxy days.
- Selected the baseline model with the lowest absolute bias.

13.3.1GROSS IMPACT METHODOLOGIES

In the evaluation of demand response programs, energy savings are estimated by comparing a participant's load shape during a demand response event with a baseline load shape. This baseline load is assumed to be a good estimate of the counterfactual load—that is, the load that would have manifested had there not been an event called that day.

13.3.1.1 Data Sources

Data used for this evaluation include program tracking data that identifies which customers participated in the program and contains data fields such as hourly usage, hourly interval meter data (AMI) for each customer participating in the program, and a full schedule of DR program events, including the time of the event.

13.3.1.2 MISO Calculated Baseline Approach (Customer Baselines)

The following details the general requirements for the MISO Calculated Baseline Approach. The Evaluators developed Customer Baselines (CBLs) in accordance with this approach. For a demand resource, the Consumption Baseline is a profile of hourly demand based on an averaged sample of historical data which may be adjusted for factors that reflect specific, on-the-day conditions, such as temperature.

The default consumption baseline is designed as follows:

- Separate hourly demand profiles for non-holiday weekdays and for weekends/holidays
- The "weekday" hourly profile is based on the average of the ten (10), but not less than five (5), most recent weekdays that are not holidays or other non-standard "event" days
- The "weekend/holiday" hourly profile is based on the average of the four (4), but not less than two (2), most recent weekend days or holidays that are not "event" days
- An "event" day is one during which there was, for the resource in question, a real- time energy or ancillary services dispatch, or a scheduled outage
- The maximum look-back window is limited to 45 days
- If the 45-day window contains insufficient days to meet the minimum number of days described above, the profiles are constructed based on the available days within the 45-day window that qualify, supplemented by the largest (MW) matching "event" day(s) values for that resource within that same window as necessary to obtain the minimum number of values.

Adjustment mechanisms to the default Consumption Baseline include:

- Symmetric Multiplicative Adjustment (SMA)
  - Adjusts each baseline hourly value (MW) during the event up or down by the ratio of
  - (a) the sum of hourly demands for the three hours beginning four hours prior to the event and (b) the sum of those same three hourly baseline demands
  - The adjustment is limited to a change in any individual baseline hour of plus or minus 20 percent.
  - If multiple events occur during the same day, the SMA is calculated only for the first event, but applied to all events that day.
- Weather Sensitive Adjustment (WSA)
  - Adjusts each baseline hourly value (MW) up or down by a Weather Adjustment Factor
  - The Weather Adjustment Factor is determined by a mathematical relationship derived through a regression analysis that considers the DRR load and historical hourly temperature data.

13.3.1.3 Evaluators MISO Models

The following CBL models were developed for each customer in accordance with MISO protocols.

For a 5-of-10 (or 5-of-5) unadjusted baseline, the Evaluators examine the load data from the most recent ten (or five) non-event, non-holiday weekdays relative to the event day and calculate the mean demand usage values of the five highest load days. This baseline is then adjusted for the SMA and WSA models utilizing the method described in Section 13.3.1.2.

TABLE 13-8 EVALUATORS' MISO CBL MODELS

Model Type	Baseline Days	SMA	WSA
Unadjusted	5-of-10	No	No
SMA-Adjusted	5-of-10	Yes	No
WSA-Adjusted	5-of-10	No	Yes
Unadjusted	5-of-5	No	No
SMA-Adjusted	5-of-5	Yes	No
WSA-Adjusted	5-of-5	No	Yes

13.3.1.4 Baseline and Proxy Day Development

The Evaluators defined proxy days as the top eight non-event, non-holiday, non-weekend days with the highest loads across all summer months. In addition, proxy days must display a maximum temperature of greater than or equal to the minimum temperature observed during normal curtailment hours during the events. The Evaluators used these defined proxy days to determine the ability of CBL models to predict actual usage for each customer.

13.3.1.5 Cross Program Participation Adjustments

Customers who participate in multiple demand response programs will have double counted savings if the savings estimates are not adjusted in each program where cross participation occurs. For some DR programs, the source of curtailment for the respective DR programs is fully independent, such as for the Battery Energy Storage System (BESS) Pilot program and the BYOT program (battery storage versus smart thermostat). When

the curtailment source is independent between two DR programs, cross participants for the two programs are removed during the impact estimation. The per unit or per account savings reductions are then extrapolated to the full population. For example, removing customers with dual enrollment in BYOT and BESS ensures that the BYOT-only savings estimates does not include impacts from the BESS program. In PY14, BESS events were called after all the BYOT events, therefore, adjusting for cross participation with BESS was not needed.

For other DR programs, the curtailment source driving the demand response impact overlaps, such as for BYOT and PTR, where both programs may both involve curtailment of cooling loads. In this case, a savings estimate was developed for participants with and without cross participation. The savings for those with cross participation was adjusted using the savings for those without cross participation in the respective programs, according to the following equation:

$$Cross\ Participant\ kW\ Reduction\ for\ PTR\ Program\ (PTR-BYOT\ Cohort) = Average\ kW\ Reduction\ (PTR-BYOT) * ((Average\ kW\ Reduction\ (PTR-only))/ (Average\ kW\ Reduction(BYOT-only) + Average\ kW\ Reduction\ (PTR-only))$$

Where:

$Average\ kW\ Reduction\ (PTR-BYOT)$ = Average estimated kW reduction for participants in both PTR and BYOT.

$Average\ kW\ Reduction\ (BYOT-only))$ = Average estimated kW reduction for participants in BYOT only.

$Average\ kW\ Reduction\ (PTR-only))$ = Average estimated kW reduction for participants in PTRonly.

The adjustment for the PTR-BYOT cross participant savings estimate reflects the percentage share of the PTR-only savings estimate out of the total savings for BYOT-only and PTR-only combined. A separate adjustment following similar logic occurs in the BYOT program to remove overlapping savings between BYOT and PTR cross participants.

13.3.1.6 Cohort Creation

The Evaluators created the following cohorts for the PTR Pilot in PY14. Participants without AMI data during DR events (approximately 5.1% of participants) were considered to have inactive accounts and were excluded from the extrapolation of estimated savings.

TABLE 13-9 PTR MEASURES

Measure (Cohort)	Total Number of Accounts in Participant Data	Number of Accounts with AMI Data
DR Participation: PTR-only	4,237	4,022
DR Participation: PTR-BYOT	926	879
Total	**5,163**	**4,900**

13.3.1.7 Savings Calculations and Extrapolation

The Evaluators estimated the Average kW Savings per Event per Participant using participants with complete AMI data during all events. The estimate is extrapolated and weighted based on the number of participants with AMI data on each demand response event date.

The Average kW Savings per Event per Participant is the average kW reduction for each participant across all demand response events in the season, as shown in the equations below.

$$Average\ kW\ Savings\ per\ Event\ per\ Participant = (\sum_{i=1}^{n} Average\ kW\ Reduction\ per\ Event_i)\ /n$$

$$Average\ kW\ Reduction\ per\ Event_i = (\sum_{h=1}^{hours} (Baseline\ kW_{ih} - Actual\ kW_{ih}))/hours$$

Where,

i = an indicator for participant *i*;

h = indicator for event hour *h;*

n = Total number of participants;

hours = total number of event hours;

$Baseline\ kW_{ih}$ = Baseline kW for participant *i* during event hour *h*.

$Actual\ kW_{ih}$ = Actual kW for participant *i* during event hour *h*.

The Evaluators also calculated the Average kW Savings per Event per Device as shown in the following equation:

$$Average\ kW\ Savings\ per\ Event\ per\ Device = Average\ kW\ Savings\ per\ Event\ per\ Participant * (\frac{Number\ of\ Devices}{Number\ of\ Participants})$$

13.3.2 NET IMPACT METHODOLOGIES

In demand response programs, it is typically assumed that there are neither spillover nor free-ridership effects (customers are not expected to curtail without participating). Although customers can find workarounds to make up for lost productivity due to demand response events, they are compensated only if they reduce their load during the peak demand window, the primary program goal. As such, the net-to-gross ratio for this program is assumed to be 100%.

13.4 Evaluation Findings

The Evaluators determined that 18% of PTR participants were also enrolled in the EasyCool BYOT program; therefore, savings were adjusted for cross participation. Savings for cross participants were adjusted to avoid double counting impacts across the two DR programs. The method of adjusting savings for cross participation is detailed in the Gross Impact Methodologies section.

The Evaluators defined two measure types for the PTR pilot: 1) PTR-only, representing participants that are only enrolled in the PTR pilot, and 2) PTR-BYOT, representing PTR participants that are dual enrolled in the BYOT program.

One small DR Pilot ran concurrently with BYOT in PY14, the Electric Vehicle (EV) Charging Pilot, and it showed some cross participation with BYOT. However, for the EV Charging Pilot, there are no demand response events for the program and the Evaluators estimated peak demand impacts for the EV Charging Pilot utilizing days when no demand response events were called. In addition, for BYOT and EV Pilot cross participants, the BYOT baselines incorporate any impacts from the EV Pilot so there is no need to adjust either program for cross participation.

In future programs years, the PTR program may need to adjust for cross participation with the BESS program in the same way the PTR pilot adjusts for cross participation with the BYOT program if BESS events are called on the same event days as PTR events. In PY14, BESS events were called later in the year than PTR events and no cross-participation adjustment was needed.

TABLE 13-10 EVENT DATES AND TIMES

Event Dates	Event Times (CDT)
7/2/2024	4:00-6:00
8/1/2024	5:00-7:00
8/7/2024	4:00-6:00
8/9/2024	4:00-6:00
8/14/2024	5:00-7:00

13.4.1 LOAD SHAPES AND MODEL PERFORMANCE

The figures below are average load shapes for each subgroup on proxy and event days and depict actual kWh and baseline kWh for the selected baseline model. The figures show that baseline kWh is a good match for actual kWh during the hours of curtailment on most proxy days.

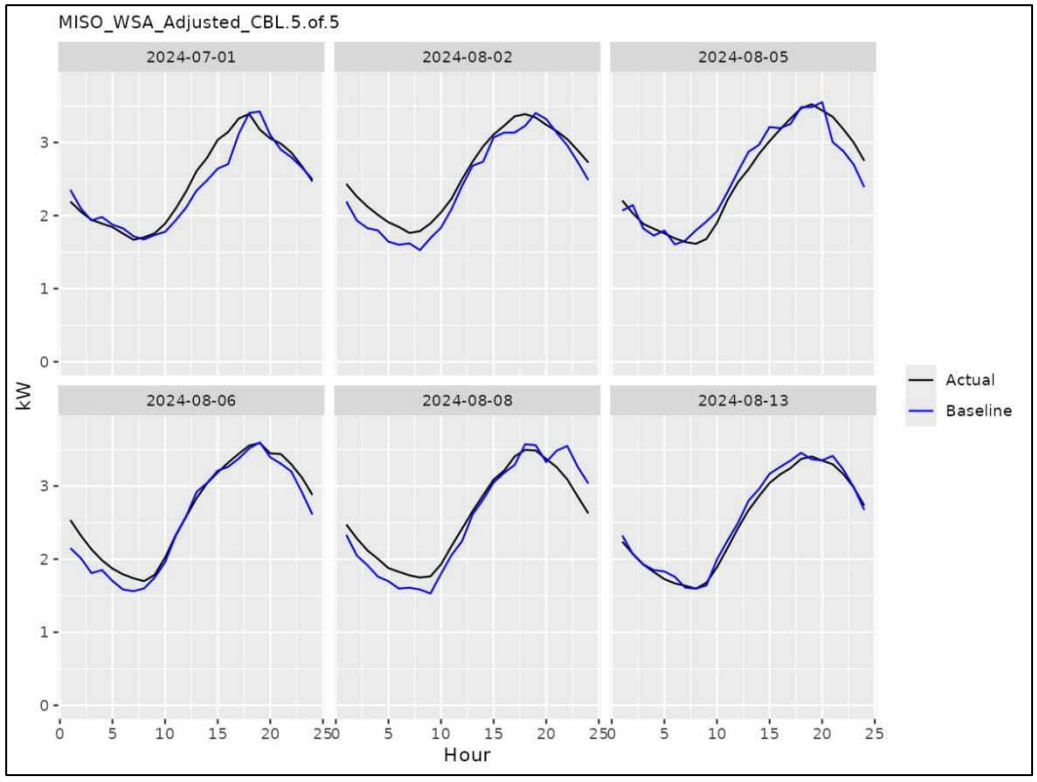


FIGURE 13-1 PTR PROXY DAY LOAD SHAPES, PTR-ONLY

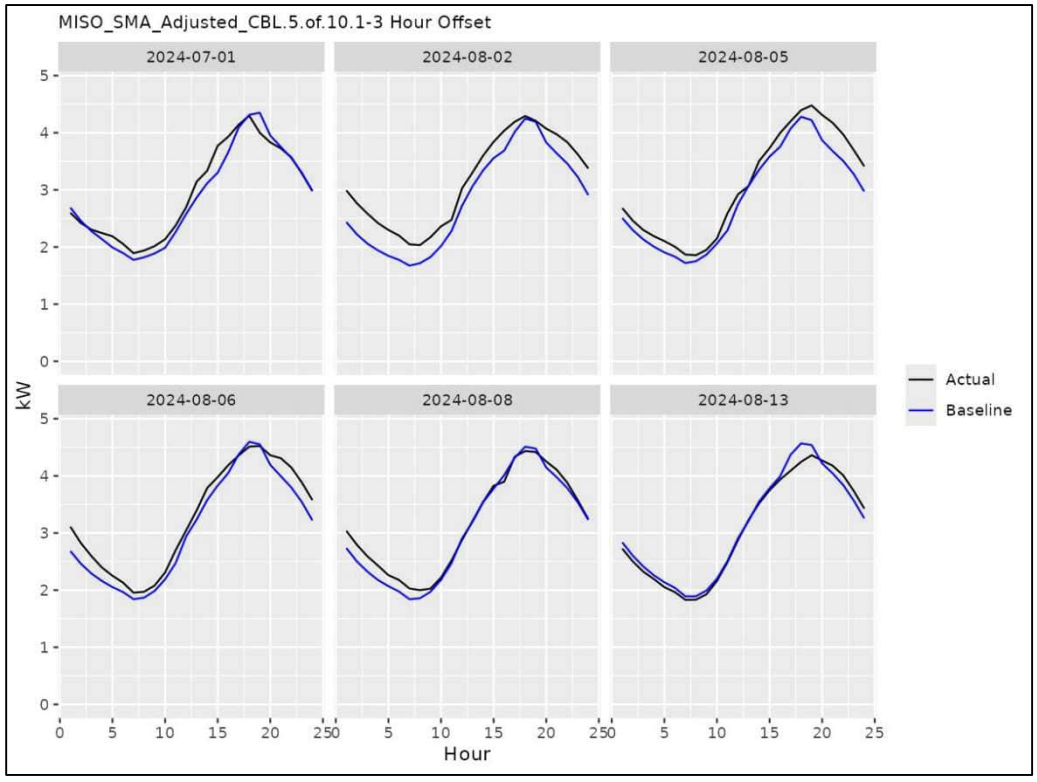


FIGURE 13-2 PTR PROXY DAY LOAD SHAPES, PTR-BYOT CROSS PARTICIPANTS

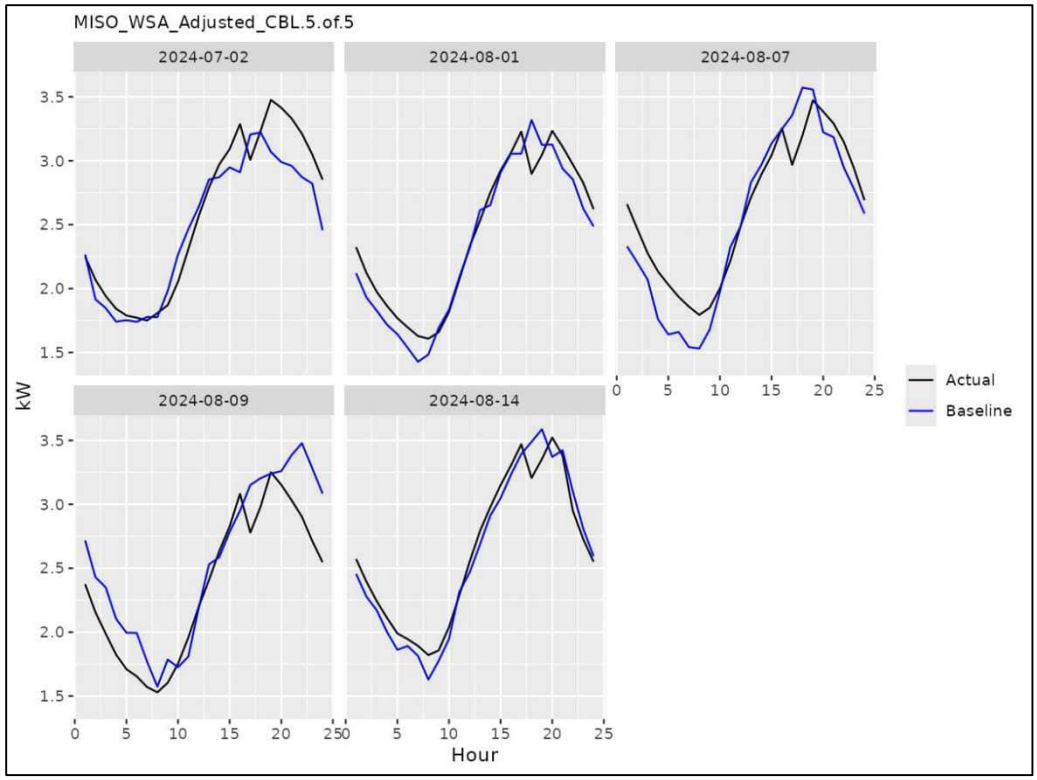


FIGURE 13-3 PTR EVENT DAY LOAD SHAPES, PTR-ONLY

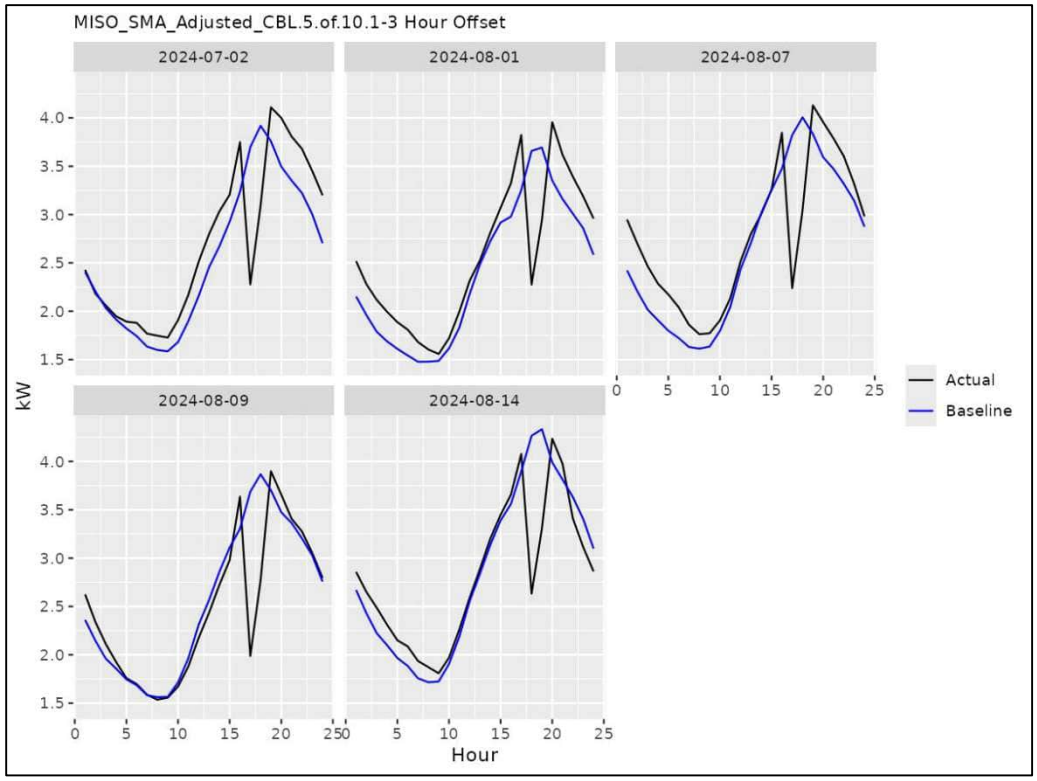


FIGURE 13-4 PTR EVENT DAY LOAD SHAPES, PTR-BYOT CROSS PARTICIPANTS

The Evaluators estimated bias and error for the Evaluators MISO models across all sites and when applied on a site-specific basis and selected for the model with the lowest bias.

TABLE 13-11 MODEL FIT AND BIAS

Measure (Cohort)	Model	Follow MISO Protocols	RRMSE	Bias	Selected Model
DR Participation: PTR-BYOT	MISO_SMA_Adjusted_CBL.5.of.10	X	0.038	0.78%	X
DR Participation: PTR-BYOT	MISO_WSA_Adjusted_CBL.5.of.5	X	0.038	-0.92%	
DR Participation: PTR-BYOT	MISO_Unadjusted_CBL.5.of.10	X	0.062	-2.37%	
DR Participation: PTR-BYOT	MISO_SMA_Adjusted_CBL.5.of.5	X	0.087	-7.15%	
DR Participation: PTR-BYOT	MISO_WSA_Adjusted_CBL.5.of.10	X	0.096	8.50%	
DR Participation: PTR-BYOT	MISO_Unadjusted_CBL.5.of.5	X	0.127	-10.57%	
DR Participation: PTR-only	MISO_WSA_Adjusted_CBL.5.of.5	X	0.034	-0.45%	X
DR Participation: PTR-only	MISO_Unadjusted_CBL.5.of.10	X	0.058	-1.16%	
DR Participation: PTR-only	MISO_SMA_Adjusted_CBL.5.of.10	X	0.040	1.50%	
DR Participation: PTR-only	MISO_SMA_Adjusted_CBL.5.of.5	X	0.081	-6.63%	
DR Participation: PTR-only	MISO_WSA_Adjusted_CBL.5.of.10	X	0.102	9.40%	
DR Participation: PTR-only	MISO_Unadjusted_CBL.5.of.5	X	0.119	-9.75%	

13.4.2 GROSS IMPACT FINDINGS

Using results from the CBLs, the Evaluators calculated the PY14 kW reduction. Results are shown below in the table below.

TABLE 13-12 TOTAL GROSS PTR DEMAND REDUCTIONS

Measure	Average Savings per Event per Participant (kW)	Number of Participants	Total Program kW Reduction
DR Participation: PTR-only	0.271377	4,022	1,091.42
DR Participation: PTR-BYOT	0.217486	879	191.08
Total	**0.261715**	**4,900**	**1,282.51**

The overall verified kW reduction is 200.46 kW.

The average savings for the PTR-BYOT cohort shown in the table above were adjusted for cross participation with the BYOT program, as detailed in section 12.3.1.5. BYOT participants without cross participation (i.e., BYOT-only) showed average savings per event per participant of 1.27 kW.

Table 13-13 provides the gross demand reductions per event for the PTR-only cohort. While there is significant day-to-day variation in the demand reductions due to the small treatment impact, the average demand reduction impact across event days is an unbiased estimate.

TABLE 13-13 GROSS DEMAND REDUCTIONS PER EVENT

Measure (Cohort)	Event Date	Average Savings per Event per Participant (kW)	Number of Participants	Total Program kW Reduction
DR Participation: PTR-only	7/2/2024	0.25562	4,078	1,042.42
DR Participation: PTR-only	8/4/2023	0.20216	4,027	814.08
DR Participation: PTR-only	8/8/2023	0.26985	4,007	1,081.28
DR Participation: PTR-only	8/9/2023	0.32237	4,003	1,290.43
DR Participation: PTR-only	8/10/2023	0.30769	3,994	1,228.92

13.4.3 NET IMPACT FINDINGS

For demand response programs, net savings equals gross savings.

TABLE 13-14 TOTAL EASYCOOL BYOT NET DEMAND REDUCTION RESULTS

Gross kW Reduction	Net-to-Gross Ratio	Net Demand Reduction
1,282.51	100%	1,282.51

13.4.4 NON ENERGY BENEFITS FINDINGS

There were no NEB identified in this program.

13.4.5 SAVER TYPE COMPARISON

The Evaluators provided the implementer with kWh savings estimates for each participant in PY14, adjusted for cross participation. As such, there were no differences in saver types between ex ante and ex post. This ensured that participants were paid incentives using the best fitting baseline model to avoid under or over payment of incentives.

13.4.6 PROCESS FINDINGS

The Evaluators conducted staff interviews and a participant survey of the Peak Time Rebate program in PY14.

13.4.6.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff and two Aptim staff; ENO staff participated in one interview and Aptim staff participated in a second interview. These in-depth interviews aimed to learn more about the Peak Time Rebate Pilot program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

PY14 marked the second year of the Peak Time Rebate program. The program is open to all residential customers interested in shifting their energy load. In PY13 the program had three incentive tiers, but in PY14 the tiers were condensed into two tiers: standard savers and high savers. Standard savers included customers who garnered any savings, as compared to their baseline usage; they received a $20 incentive for participating. High savers included customers in the top 15% of savers; they received a $50 incentive for participating. Typically, customers garner savings from HVAC usage reductions; customers do not receive an incentive unless they demonstrate energy savings and load shifting. Because this program is not automated and customers need to remember to shift their load on their own, many enrolled customers ultimately do not accomplish savings nor get the incentive. Enrolled customers receive regular emails with tips on how to save energy and shift their loads during events. Event notifications are sent via email and text 24 hours and one hour before each event. PY14 had five events.

Program staff set a goal of enrolling 10,000 customers, with 5,000 enrolling in PY14—an increase from 2,770 in PY13. Approximately half of the PY14 enrollees were returning participants from PY13. Enrollment targets were based on the average energy savings observed in PY13. However, official program goals are tied to energy savings, which can be difficult to predict due to the variability in event frequency. Program staff promote the program via customer newsletter, emails, and local news.

13.4.6.1.1 *Program Challenges and Successes*

Program staff identified several challenges with the Peak Time Rebate program. Notably, Entergy does not have variable rates based on timing, making the program purely behavioral. Additionally, customers do not receive regular feedback throughout the season, limiting opportunities for ongoing engagement. These factors reduce staff's ability to influence customer behavior and provide targeted feedback to encourage more load shifting. Another limitation is that program implementers receive only monthly data rather than continuous AMI data, restricting real-time insights.

Despite these challenges, staff recognized key successes. The program is highly inclusive, allowing customers without smart thermostats to participate in demand response events. Additionally, while the program did not reach its 10,000-customer enrollment goal, staff successfully enrolled 5,000 customers within a relatively short timeframe.

13.4.6.2 Participant Survey Findings

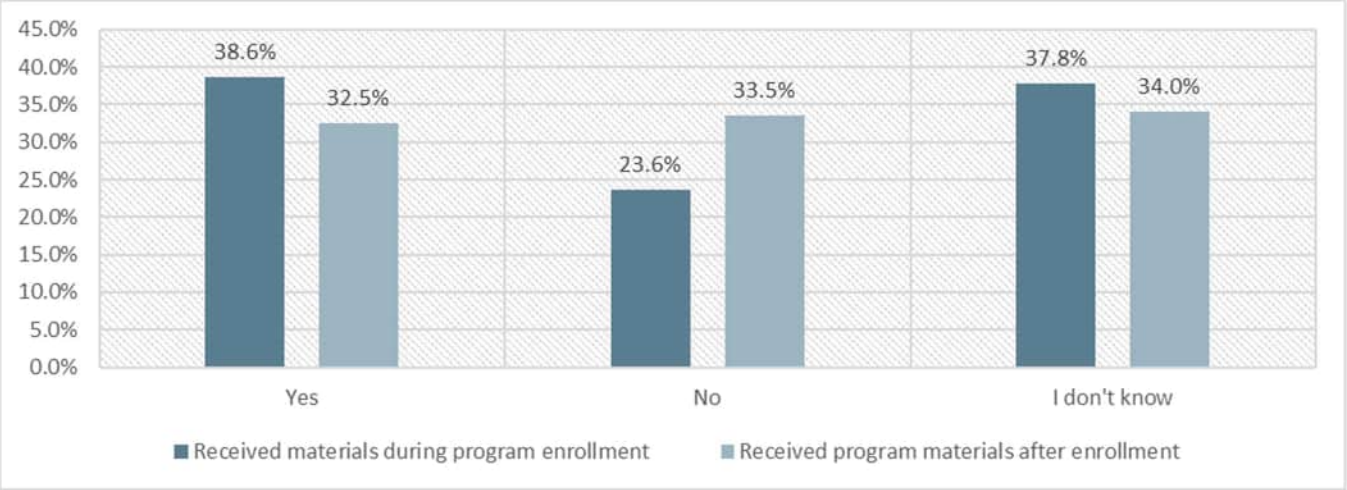
The Peak Time Rebate Program survey was conducted to evaluate participants' awareness, behaviors, and satisfaction with the program. The survey was distributed via email in January 2025 to 5,049 program contacts and 580 responses were obtained.

13.4.6.2.1 *Awareness and Motivations for Participation*

Awareness of the Peak Time Rebate Program was limited before and during enrollment. A third of (38.6%) of respondents reported receiving materials explaining key program details, such as the number of events or rebate calculations, prior to enrollment. After enrollment, only 32.5% of respondents reported receiving any educational materials.

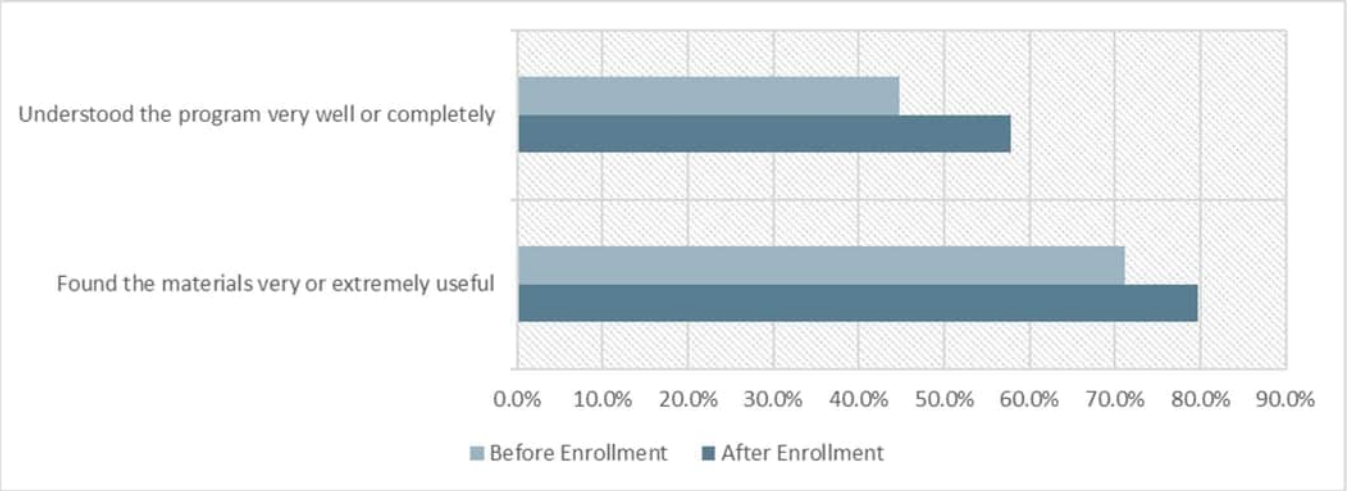
Figure 13-5 shows the timeline of receiving these materials.

FIGURE 13-5 TIMELINE OF RECEIVING PROGRAM MATERIALS (N=580)



Although respondents rated the program materials as useful, their overall self-assessed understanding of the program remained limited. Specifically, among those who received materials before enrollment, 71.2% found them very or extremely useful, while 79.7% of those who received them after enrollment rated them similarly. Yet, only 44.7% of respondents reported having a very good or complete understanding of the program before enrolling, a figure that increased modestly to 57.8% after enrollment (Figure 13-6).

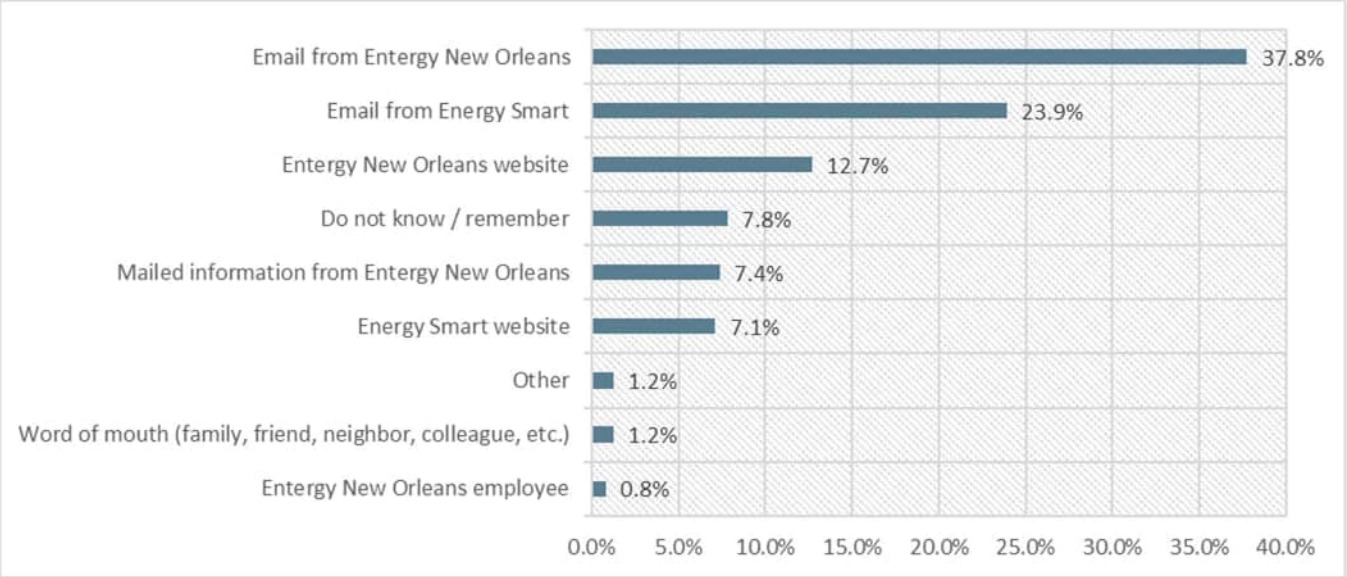
FIGURE 13-6 PROGRAM MATERIALS AND UNDERSTANDING: A PRE- AND POST- ENROLLMENT COMPARISON



Respondents requested clearer explanations of rebate calculations, timely peak event notifications, and feedback on energy savings. They suggested using various communication channels, not just email, to ensure important information reaches them. Additionally, many felt that additional materials with more detailed explanations about rebate calculations, qualifications, and energy usage assessments would have improved their understanding of the peak time rebate.

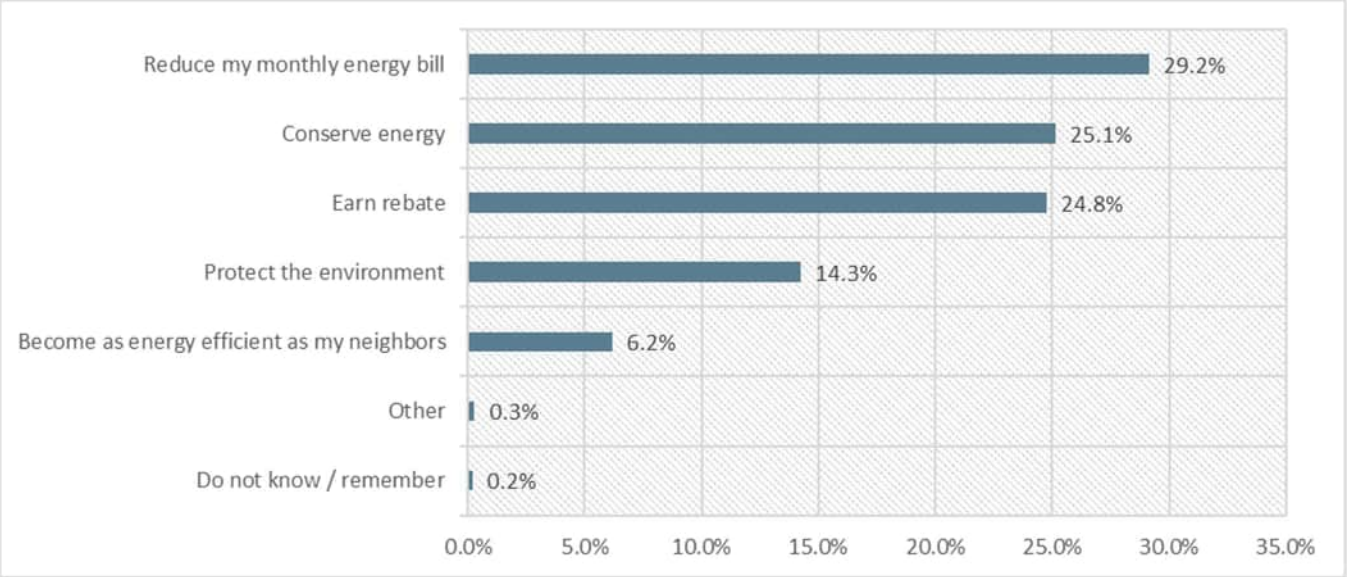
Emails from Entergy New Orleans were the most significant source of awareness, cited by 37.8% of respondents, while other sources like mailed information or the Energy Smart website contributed far less (Figure 13-7).

FIGURE 13-7 SOURCES OF AWARENESS (N=580)



Motivations for participation emphasized financial and energy-saving benefits. Reducing monthly energy bills was the top motivator for 29.2% of respondents, followed closely by conserving energy (25.1%) and earning rebates (24.8%). Protecting the environment was a motivating factor for 14.3%, while motivations related to social comparisons, such as matching neighbors' energy efficiency, were less significant (6.2%) (Figure 13-8).

FIGURE 13-8 MOTIVATION TO PARTICIPATE (N=580)

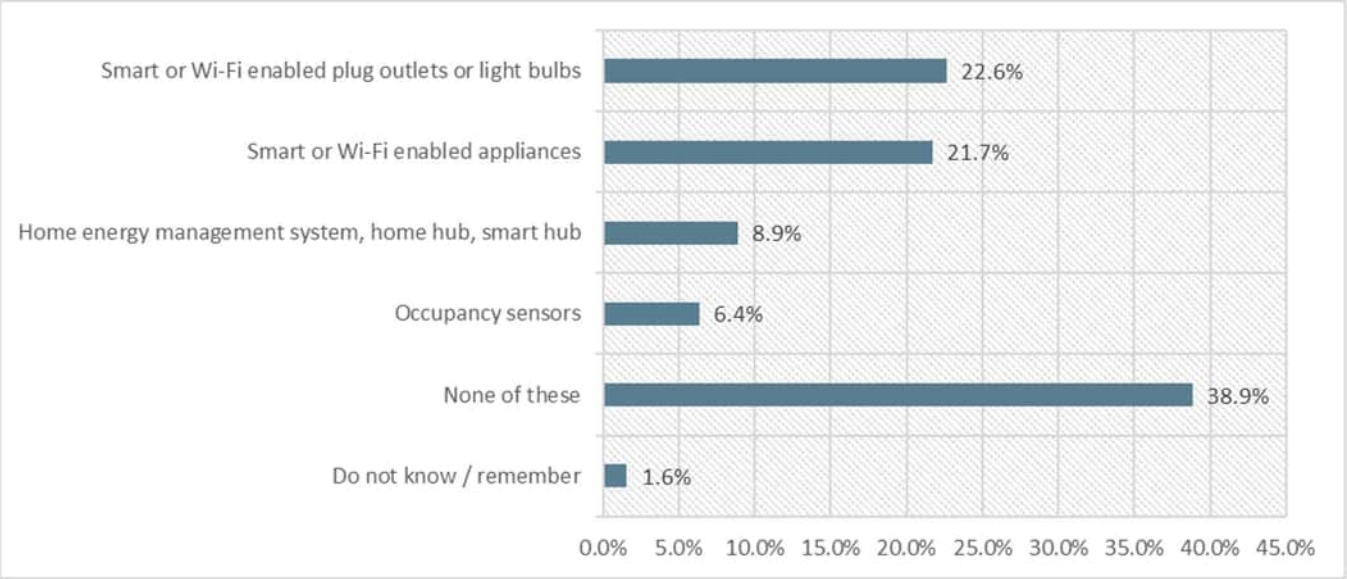


13.4.6.2.2 *Energy Use Management Behaviors*

Most respondents reported limited use of smart energy technologies. Only 22.6% of respondents used smart or Wi-Fi-enabled plug outlets or light bulbs, and 21.7% used smart or Wi-Fi-enabled appliances. Home energy management systems and occupancy sensors were even less common, with fewer than 10% of respondents

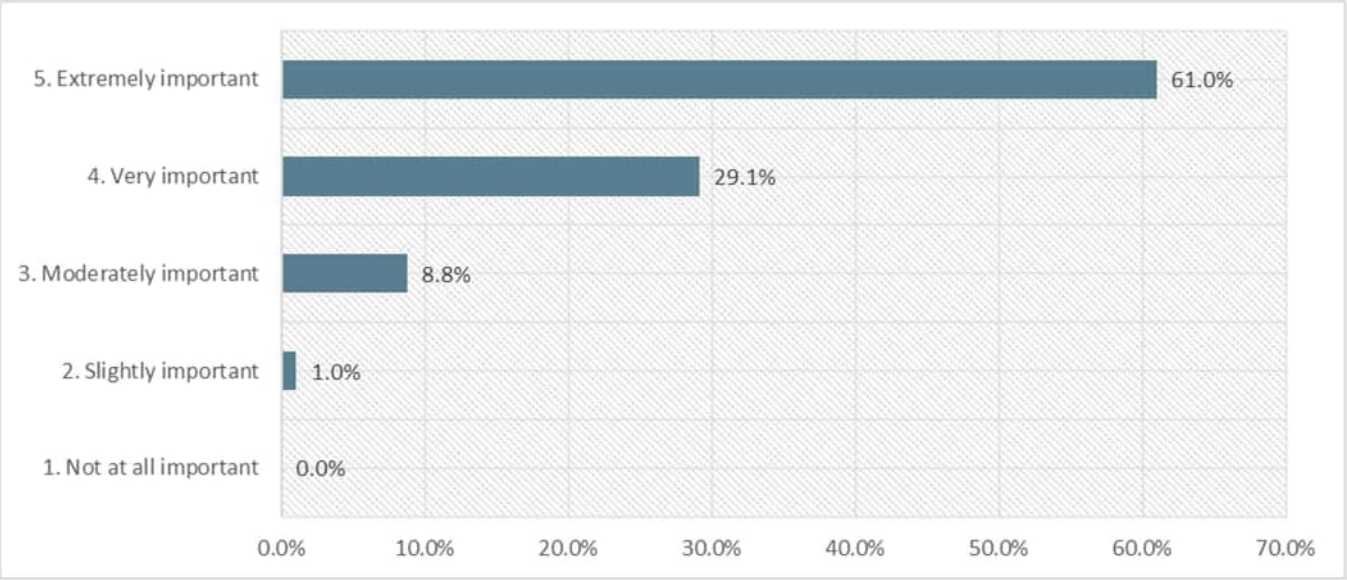
using these technologies. Notably, 38.9% reported not using any of the listed energy management technologies, indicating room for greater adoption of energy-efficient tools that could help participants understand how they are using energy and decreasing their load during an event (Figure 13-9).

FIGURE 13-9: TECHNOLOGY USED FOR HOME ENERGY USE MANAGEMENT (N=580)



Saving and lowering energy costs was a key priority for participants. A majority of respondents (61.0%) rated saving and lowering energy costs as "extremely important," while another 29.1% considered it "very important." Together, this highlights that nearly 90% of respondents placed high value on reducing energy expenses, underscoring the financial motivation driving energy use behaviors.

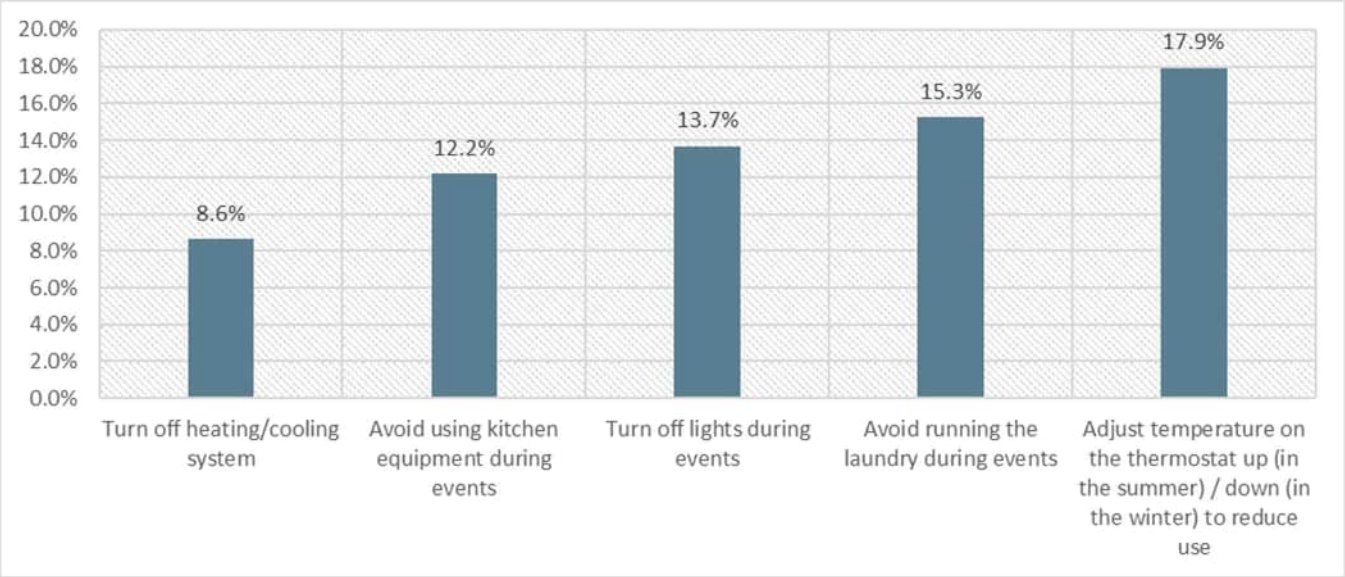
FIGURE 13-10: IMPORTANCE OF SAVING AND LOWERING ENERGY COSTS TO RESPONDENTS ON A SCALE OF ONE TO FIVE (N=580)



13.4.6.2.3 *Changes in Energy Use Management*

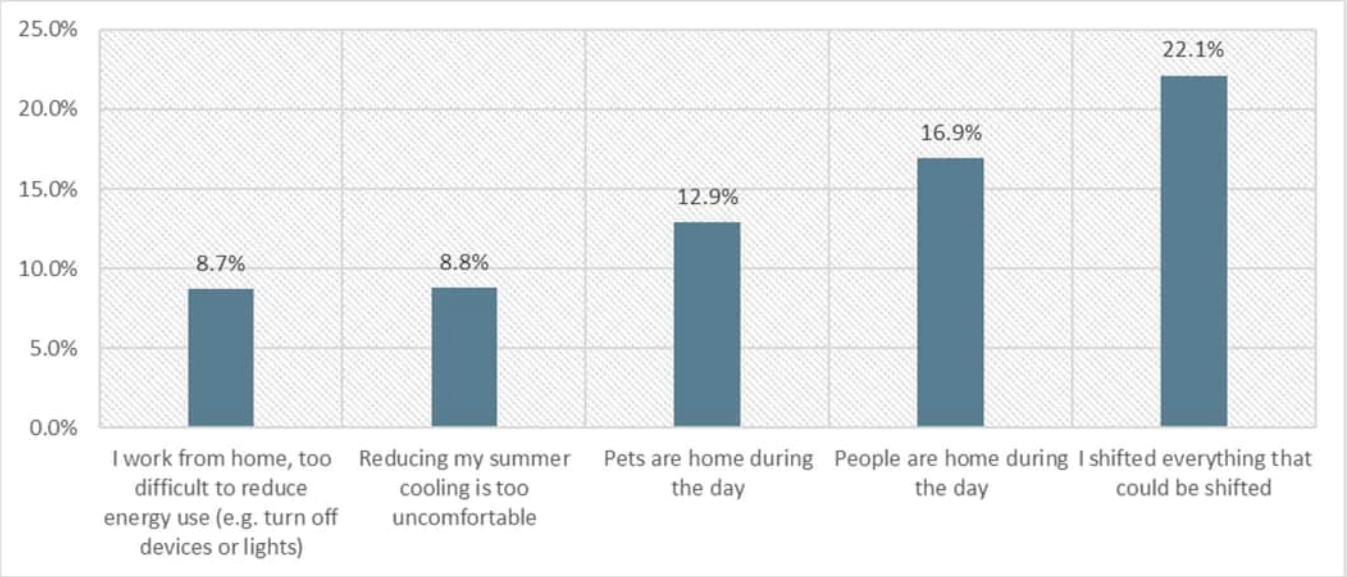
The majority of respondents reported making changes during peak demand events. Over 81% of participants reported modifying their energy use behaviors during peak events. Common actions included adjusting the thermostat settings (17.9%), avoiding laundry (15.3%), turning off lights (13.7%), and avoiding kitchen equipment use (12.2%). Less commonly, 8.6% turned off their heating or cooling systems entirely during events (Figure 13-11).

FIGURE 13-11: TOP FIVE HOUSEHOLD HABITS USED TO REDUCE ENERGY DURING EVENTS (N=580)



Barriers to reducing energy use reflect practical and situational challenges. The most frequently cited barrier was that participants had already shifted everything they could (22.1%), followed by the presence of people (16.9%) or pets (12.9%) at home during the day, which limited opportunities for additional changes. Comfort concerns, such as difficulties in reducing summer cooling, were also mentioned by 8.8% of respondents (Figure 13-12).

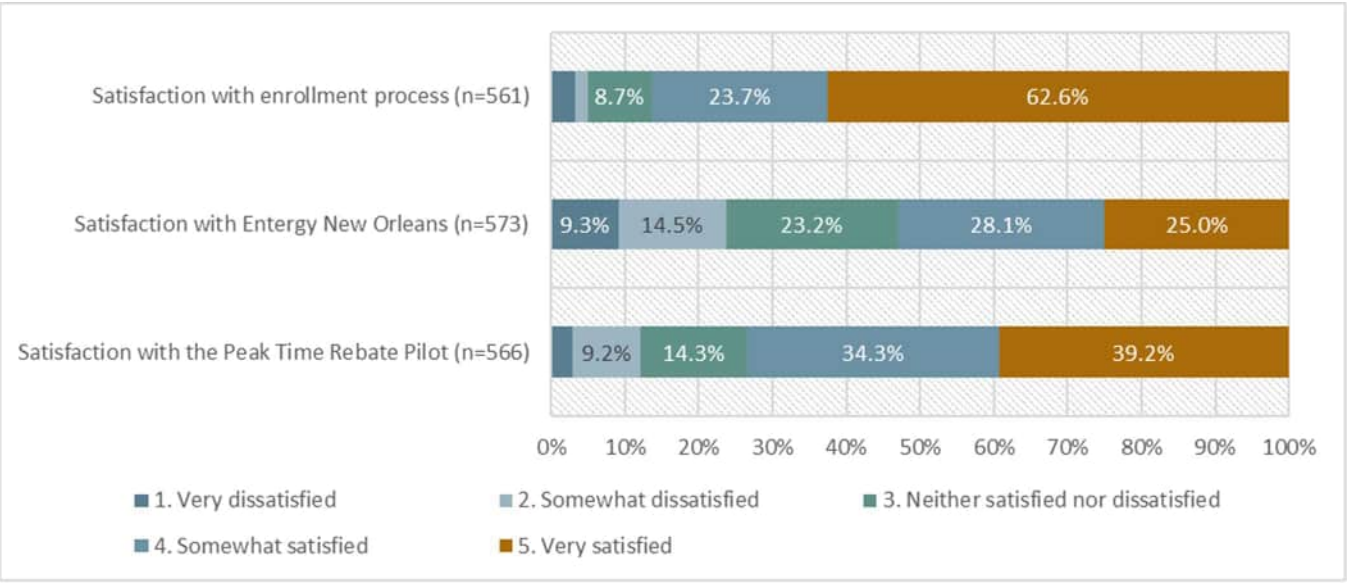
FIGURE 13-12: TOP FIVE BARRIERS TO REDUCING HOME ENERGY USE (N=580)



13.4.6.2.4 *Satisfaction*

Respondents expressed high satisfaction with key program elements. The majority of participants were satisfied with the enrollment process (86.3% somewhat or very satisfied), Entergy New Orleans (53.1% somewhat or very satisfied), and the Peak Time Rebate Pilot overall (73.5% somewhat or very satisfied). Satisfaction with the enrollment process was particularly high, with 62.6% reporting they were very satisfied (Figure 13-13).

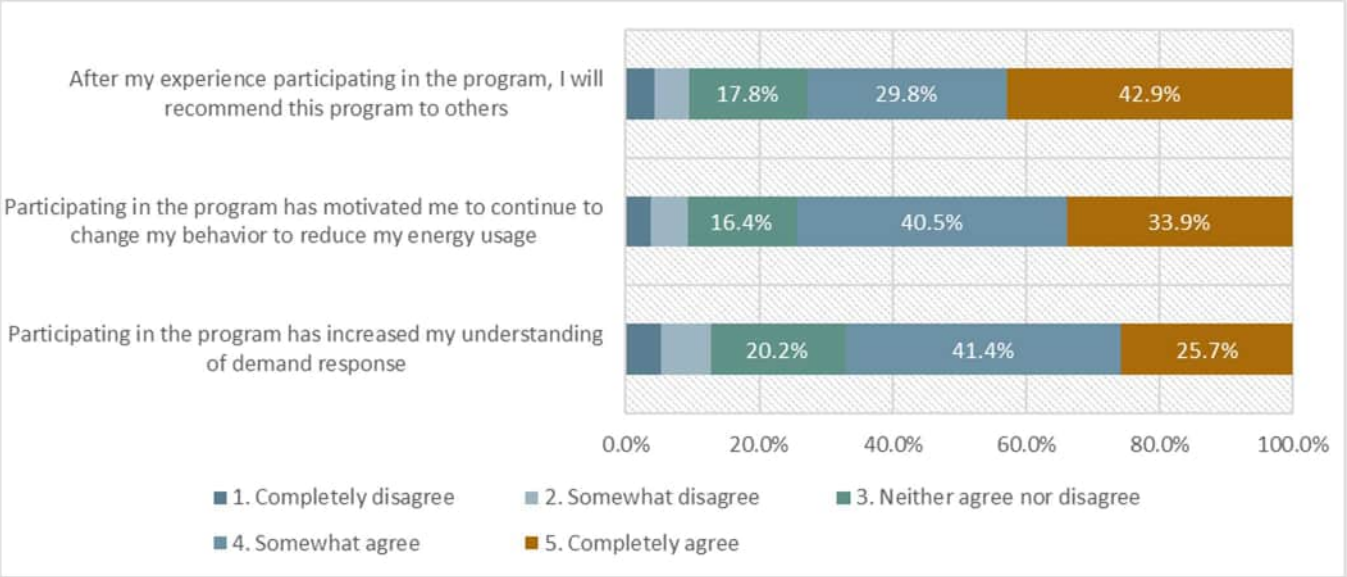
FIGURE 13-13: RESPONDENT SATISFACTION WITH KEY PROGRAM ELEMENTS



The program positively influenced participants' energy management behaviors. Nearly 73% of respondents agreed or completely agreed that they would recommend the program to others, and 74.4% reported that the

program motivated them to continue changing their behavior to reduce energy usage. Additionally, 67.1% felt the program increased their understanding of demand response, highlighting its role in promoting awareness and education.

FIGURE 13-14: PROGRAM EFFECTS (N=575)



Notably, some respondents expressed dissatisfaction with the rebate process—citing low or inconsistent payments, unclear calculations, and delays in receiving checks—as well as challenges with the notification process for peak events. Addressing these issues by enhancing transparency and diversifying communication channels—such as incorporating timely text messages alongside emails—can further boost participant engagement, promote energy-efficient practices, and maximize the program's impact on demand response and energy savings.

In addition, respondents recommended that Entergy New Orleans better educate customers about energy efficiency by using a variety of outreach methods, including app notifications, social media, and traditional mail. They emphasized the need for clear, plain-language educational materials—such as instructional videos, infographics, and in-person or digital workshops—as well as linking financial incentives more directly to energy-saving actions and providing practical tools like smart thermostats. Together, these insights offer actionable directions to enhance both customer education and overall program effectiveness.

13.5 Data Tracking Review

The Evaluators were able to perform the analysis as planned once advanced metering infrastructure (AMI) data was provided. The Evaluators found that roughly 95% of participants had AMI data during the evaluation period. ENO reported that this occurred due to participants with inactive accounts. All participants in the participant data that were not present in the AMI data were removed from the analysis when extrapolating kW reduction impacts.

13.6 Key Findings and Recommendations

The following summarizes the key findings and conclusions from the PY14 evaluation.

- The PTR pilot achieved 128% of its *ex-post* demand reduction (kW) target.
- The PTR pilot was fully subscribed in PY14.
- 5% of BYOT participants listed in the tracking data were missing AMI data and assumed inactive accounts. The Evaluators found that 95% of participants had AMI data during the evaluation period. The remaining were missing from the project data provided to the Evaluators. The likely explanation is that customers missing AMI data were inactive accounts.
- 18% of PTR participants had cross participation with the EasyCool BYOT program. The Evaluators adjusted ex-post savings for cross participants with the EasyCool BYOT program.
- Demand response event start, and end times were the same for customers with cross participation. The Evaluators provided this as a recommendation in PY13 and this may have helped ensure more accurate baselines could be utilized, which may have contributed to higher per participant savings (0.26 kW in PY14 versus 0.08 kW in PY13).
- Demand response events began and ended on the hour. This ensured that savings impacts could be accurately measured with hourly AMI interval data and was a key recommendation by the Evaluators in PY13.
- Interval AMI data was aggregated to hourly based on the hour ending datetime. This was a key recommendation by the Evaluators in PY13 and ensured that savings impacts could be accurately estimated for each event.
- Program Growth & Customer Engagement: Staff reported enrollment nearly doubled from PY13 to PY14, reaching 5,000 customers. However, because participation is not automated, many customers forget to shift their energy use, leading to inconsistent engagement and missed incentives. Survey results showed that while 81% of participants modified their behaviors during events.
- Limited Control & Feedback: Staff noted that Entergy does not have time-based variable rates, and implementers receive only monthly AMI data, making it difficult to provide real-time feedback and encourage additional savings. Survey respondents also cited practical barriers, such as already reducing energy use as much as possible (22.1%) and having people or pets at home limiting further adjustments (16.9%).
- Awareness Gaps & Communication Shortcomings: Although respondents rated the program materials as useful, their overall understanding of the program remained limited. Among those who received materials before enrolling, 71.2% found them very useful or extremely useful, and 79.7% of those who received materials after enrollment rated them similarly. However, only 44.7% of respondents reported having a very good or complete understanding of the program before enrolling, with this figure increasing modestly to 57.8% after enrollment. This indicates a need for more comprehensive and effective communication to ensure deeper understanding and engagement with program details and expectations.

Recommendations

All the recommendations from PY13 were adopted by ENO in PY14 and greatly improved the accuracy of savings estimates for the program. The Evaluators continue to offer the same recommendations provided in PY13 to ensure continuity in future program years.

- Demand response event start, and end times should be the same for customers with cross participation (e.g., customers participating in both BYOT and PTR) to accurately measure savings impacts. The offset adjustment hour used in some baseline models is adversely impacted (i.e., pushed further from the event time) if events in one program begin prior to events in another program. This is especially true for the BYOT program which has pre-cooling that already pushes the offset adjustment hour back one hour. Furthermore, because reductions during events are often higher at the start of events, adjusting reductions for interactive effects from cross participation is hampered because cross participants are being measured during different time intervals than participants without dual enrollments. In addition, if an event ends earlier for one program and later for another program, the snapback from the first program will impact the ability to measure savings in the other program during hours when snapback overlaps with the ongoing event.
- Demand response events should begin and end on the hour if hourly interval AMI data is provided. If demand response events are called on the half hour, then 30-minute interval data should be provided, with an interval measuring usage aggregated at the end of the interval (e.g., 4:30 PM represents usage from 4 PM to 4:30 PM). This will ensure that the complete duration of the event can be used for measuring reductions.
- Interval AMI data should be aggregated to hourly based on the hour ending datetime and should not aggregate usage across more than one hour. For example, a datetime ending at 4 PM should represent usage from 3 PM to 4 PM and not usage from 4 PM to 5 PM, or 3:45 PM to 4:45 PM.
- Implementers of demand response programs with cross participants should consider the number of demand response events that are called across all programs in that sector (e.g., residential DR programs). If too many events are called in future program years, this will adversely impact the number of proxy days available for testing baseline models. The Evaluators typically utilize 8 proxy days for residential programs. One way to minimize this potential problem is to ensure that events for residential DR programs are called on the same dates.
- Utilize the MISO WSA baseline model to estimate kWh savings for customers and for defining saver types to avoid underestimating program impacts.

The recommendations from the PY14 survey findings are as follows:

- Refine Program Messaging & Educational Materials: Enhance clarity around load-shifting strategies using plain language and instructional videos. Clearly explain key actions (such as pre-cooling or scheduling appliances) and the methods behind rebate calculations to build trust and understanding. Communicating these materials at the beginning of the peak period season will help to remind participants. Email communications could also be sent at relatively low cost that present reminders of strategies participants can use.
- Enhance Awareness Through Multi-Channel Outreach: Given limited recall of pre-enrollment materials, explore additional communication methods, such as text message reminders or app notifications, to

reinforce program expectations. Messages timed closer to enrollment and initial events may improve understanding and engagement.

14 RESIDENTIAL BATTERY PILOT

14.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, incentive spend, and *ex post* net NEBs, by measure, where applicable.

TABLE 14-1 PY14 RESIDENTIAL BATTERY PILOT ENERGY SAVINGS (KWH)

Measure	*Ex ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex post* Gross Savings (kWh)	NTG	*Ex post* Net Savings (kWh)
BESS pilot	0	N/A	0	N/A	0
Total	**0**	**N/A**	**0**	**N/A**	**0**

Sums may differ due to rounding.

TABLE 14-2 PY14 RESIDENTIAL BATTERY PILOT DEMAND REDUCTIONS (KW)

Measure	*Ex ante* Gross Demand (kW)	Realization Rate (kW)	*Ex post* Gross Demand (kW)	NTG	*Ex post* Net Demand (kW)
BESS pilot	332.28	N/A	383.17	100%	383.17
Total	**332.28**	**N/A**	**383.17**	**100%**	**383.17**

Sums may differ due to rounding.

TABLE 14-3 PY14 RESIDENTIAL BATTERY PILOT LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex post* Gross Lifetime Energy Savings (kWh)	*Ex post* Net Lifetime Energy Savings (kWh)
BESS pilot	1	0	0
Total	**1**	**0**	**0**

Sums may differ due to rounding.

TABLE 14-4 PY14 RESIDENTIAL BATTERY PILOT PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
BESS pilot	78	$34,201.40
Total	**78**	**$34,201.40**

Sums may differ due to rounding.

TABLE 14-5 PY14 RESIDENTIAL BATTERY PILOT NEB SUMMARY

Measure	*Ex post* Net ARCs ($)	*Ex post* Net Water Savings (gallons)	*Ex post* Net Avoided Arrearages
BESS pilot	$0	0	$0
Total	**$0**	**0**	**$0**

Sums may differ due to rounding.

14.2 Program Description

The residential Battery Energy Storage System (BESS) pilot offering allowed customers to earn an incentive for enrollment and by participating in peak demand events. During these events, Entergy New Orleans, LLC (ENO) accessed stored energy from a home battery system to help provide more reliable power to the grid. The program allowed customers the ability to opt out without penalties. Participation was free with an eligible battery system. The program was limited to the first 30 customers who enrolled and met system qualifications. Customers qualified if they had a compatible solar photovoltaic system-connected BESS.

Customers received a one-time enrollment incentive of $300 and annual participation incentive of up to $250 based on the ratio of actual participation in up to 8 peak demand events.

The program was first introduced in Program Year 13 (PY13), or 2023.

14.2.1 PROGRAM CHANGES

PY14 was the second year for the BESS offering. The implementation partner changed between PY13 and PY14.

14.2.2 TIMING OF PROJECTS

Enrollment occurred from September to November 2024.

14.2.3 TRADE ALLIES

There were no reported trade allies in this program.

14.2.4 GOAL ACHIEVEMENT

The program did not have ex post savings targets in PY14.

TABLE 14-6 EV PILOT PERFORMANCE TOWARDS GOAL

Ex post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex post* Gross Energy Savings (kWh)	*Ex post* Gross Savings (kW) Target	% to kW Target	*Ex post* Gross Savings (kW)
53,347	N/A	0	0.00	N/A	383.17

14.3 EM&V Methodology

The Evaluators employed the following approach to complete impact evaluation activities for the program.

- Method 1: MISO Calculated Baseline using Interval (AMI) Data

Method 1 allowed the Evaluators to estimate peak demand impacts from batteries discharged during demand response events because the AMI data contained all imported and exported kWh values and included kWh from battery discharge to the grid[12].

A list of advantages and disadvantages for Method 1 is shown in the table below.

TABLE 14-7 EMV METHOD ADVANTAGES AND DISADVANTAGES

Method	Advantages	Disadvantages
1) Interval (AMI) Data	▪ Accounts for any potential behavioral changes due to the demand response events. ▪ Utilizes a census of demand response event days and times.	▪ Potentially introduces noise from consumption and solar generation unrelated to battery discharge.

For Method 1, the Evaluator followed the Calculated Baseline approach outlined in the Midcontinent Independent System Operator, Inc. (MISO) Business Practices Manual (BPM)[13]. The following impact evaluation steps were taken to determine the suitability of the MISO Calculated Baseline approach:

- Developed an Unadjusted Consumption (UC) Baseline, a Symmetric Multiplicative Adjustment (SMA) Baseline, and a Weather Sensitive Adjustment (WSA) Baseline for each program participant. Loads were calculated utilizing hourly AMI data.
- Determined days that will serve as proxy days for testing the suitability of the baseline approach. Proxy days represent days like demand response event days in terms of load shape and temperature profiles.
- Estimated bias (uncertainty) and error on proxy days for each model to assess baseline performance. Bias is assessed by examining the average percent error of the baseline predictions relative to the actual usage on proxy days. In a similar manner, error is assessed through various metrics such as Root Mean Squared Error (RRMSE) using baseline predictions and actual usage on proxy days.
- Selected the baseline model with the lowest absolute bias.

14.3.1GROSS IMPACT METHODOLOGIES

For most demand response programs, energy savings are estimated by comparing a participant's load shape during a demand response event with a baseline load shape. This baseline load is assumed to be a good estimate of the counterfactual load—that is, the load that would have manifested had there not been an event called that day. In the prior program year (PY13), the Evaluators initially believed the interval AMI data would not include kWh amounts from battery discharge to the grid, and this would have prevented solely using AMI data to analyze peak load impacts. However, the Evaluators compared imported and exported kWh values with participant telemetry data provided via the implementer portal and determined that the Channel 2 AMI interval

[12] ENO refers to this AMI data with kW Received and kW Delivered as Channel 2 (or Cycle 2).

[13] MISO Demand Response Business Practices Manual: BPM-026.

data accounted for kWh from battery discharge to the grid, as well as all kWh imported or exported to the grid (e.g., exported solar kWh, or imported battery charging kWh). Therefore, the Evaluators were successful in utilizing AMI data to estimate peak load impacts and constructed net kWh values for each participant by taking the difference between imported and exported kWh values.

The following equation defines the net kWh utilized to estimate peak load impacts for Method 1.

$$Net\ kWh_{it} = Imported\ kWh_{it} - Exported\ kWh_{it}$$

14.3.1.1 Data Sources

Data used for this evaluation include the following:

- 15-minute interval meter data (Channel 2 AMI) for each participant containing kW Received and kW Delivered.
- A full schedule of DR program events for each participant, including the date and time of the event and which customers participated in the event.
- Program tracking data that identifies which customers participated in the program.

The Evaluators were not provided with telemetry data in PY14.

14.3.1.2 MISO Calculated Baseline Approach (Customer Baselines)

The following details the general requirements for the MISO Calculated Baseline Approach. The Evaluators developed Customer Baselines (CBLs) in accordance with this approach. For a demand resource, the Consumption Baseline is a profile of hourly demand based on an averaged sample of historical data which may be adjusted for factors that reflect specific, on-the-day conditions, such as temperature.

The default consumption baseline is designed as follows:

- Separate hourly demand profiles for non-holiday weekdays and for weekends/holidays
- The “weekday” hourly profile is based on the average of the ten (10), but not less than five (5), most recent weekdays that are not holidays or other non-standard “event” days
- The “weekend/holiday” hourly profile is based on the average of the four (4), but not less than two (2), most recent weekend days or holidays that are not “event” days
- An “event” day is one during which there was, for the resource in question, a real- time energy or ancillary services dispatch, or a scheduled outage
- The maximum look-back window is limited to 45 days; and
- If the 45-day window contains insufficient days to meet the minimum number of days described above, the profiles are constructed based on the available days within the 45-day window that qualify, supplemented by the largest (MW) matching “event” day(s) values for that resource within that same window as necessary to obtain the minimum number of values.

Adjustment mechanisms to the default Consumption Baseline include:

- Symmetric Multiplicative Adjustment (SMA)
    - Adjusts each baseline hourly value (MW) during the event up or down by the ratio of

- (a) the sum of hourly demands for the three hours beginning four hours prior to the event and (b) the sum of those same three hourly baseline demands
- The adjustment is limited to a change in any individual baseline hour of plus or minus 20 percent.
- If multiple events occur during the same day, the SMA is calculated only for the first event, but applied to all events that day.

- Weather Sensitive Adjustment (WSA)
  - Adjusts each baseline hourly value (MW) up or down by a Weather Adjustment Factor
  - The Weather Adjustment Factor is determined by a mathematical relationship derived through a regression analysis that considers the DRR load and historical hourly temperature data.

14.3.1.3 Evaluators MISO Models

The following CBL models were developed for each customer in accordance with MISO protocols.

For a 10-of-10 (or 5-of-5) unadjusted baseline, the Evaluators examine the load data from the most recent ten (or five) non-event, non-holiday weekdays relative to the event day and calculate the mean demand usage values of the five highest load days. This baseline is then adjusted for the SMA and WSA models utilizing the method described in Section 14.3.1.2.

TABLE 14-8 EVALUATORS' MISO CBL MODELS

Model Type	Baseline Days	SMA	WSA
Unadjusted	10-of-10	No	No
SMA-Adjusted	10-of-10	Yes	No
WSA-Adjusted	10-of-10	No	Yes
Unadjusted	5-of-5	No	No
SMA-Adjusted	5-of-5	Yes	No
WSA-Adjusted	5-of-5	No	Yes

14.3.1.4 Baseline and Proxy Day Development

The Evaluators defined proxy days as non-event, non-holiday, non-weekend days which display average temperature (F), maximum temperature (F), and Cooling Degree Days (CDD) that fall within the range of corresponding values seen on demand response event days. The Evaluators used these defined proxy days to determine the ability of CBL models to predict actual usage for each customer.

14.3.2 NET IMPACT METHODOLOGIES

In demand response programs, it is typically assumed that there are neither spillover nor free-ridership effects (customers are not expected to curtail without participating). Furthermore, participants are compensated only if they reduce their load during the peak demand window, the primary program goal. As such, the net-to-gross ratio for this program is assumed to be 100%.

14.4 Evaluation Findings

The results of the impact evaluation for Method 1 (AMI) are provided in the following sections.

A list of demand response event dates and times are shown in the table below.

TABLE 14-9 EVENT DATES AND TIMES

Event Dates	Event Times (CDT)
10/23/2024	1500-1700
11/5/2024	1200-1400
11/12/2024	1600-1800
11/21/2024	0900-1100
11/26/2024	1630-1830

14.4.1EM&V METHOD 1 (AMI) IMPACT RESULTS

EM&V Method 1 used interval data and allowed the Evaluators to estimate peak demand impacts from batteries discharged during demand response events because the AMI data contained all imported and exported kWh values. Critically, these values included kWh from battery discharge to the grid. In addition, exported kWh values account for any solar output sent to the grid while imported kWh accounts for recharging batteries after demand response events[14].

Imported kWh values were positive when the customer was receiving energy from the grid, while exported kWh values were positive when the customer was providing kWh to the grid. In general, participants were either importing or exporting during a given interval, such that imported kWh was positive and exported kWh was zero or vice versa, however, because intervals spanned 15 minutes, it was possible for a participant to have positive values for both imported and exported kWh values during a given interval.

14.4.1.1 Load Shapes and Model Performance

The figures below provide average load shapes for each program on average proxy days and event days and depict actual kW and baseline kW for the selected baseline model for EM&V Method 1. The figures show that baseline kW is a good match for actual kW during the hours of curtailment on the average proxy day. The Evaluators utilized 24 proxy days due to the small number of participants and the variability of participant loads[15].

[14] All import and export values are in aggregate such that the Evaluators cannot determine individual contributions from consumption, solar generation, or battery charge and discharge.

[15] Many participants had solar generation which results in more variable net consumption, all else equal. In addition, solar generation lowers net consumption during daylight hours which has an impact on bias calculations by bringing net consumption closer to zero.

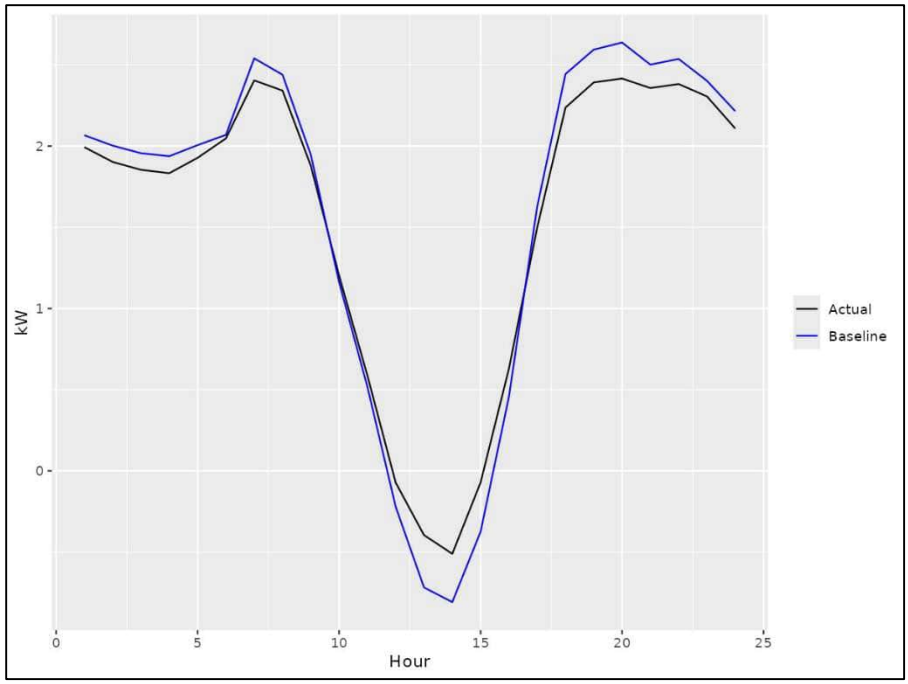


FIGURE 14-1 RESIDENTIAL BATTERY PILOT AVERAGE PROXY DAY LOAD SHAPE

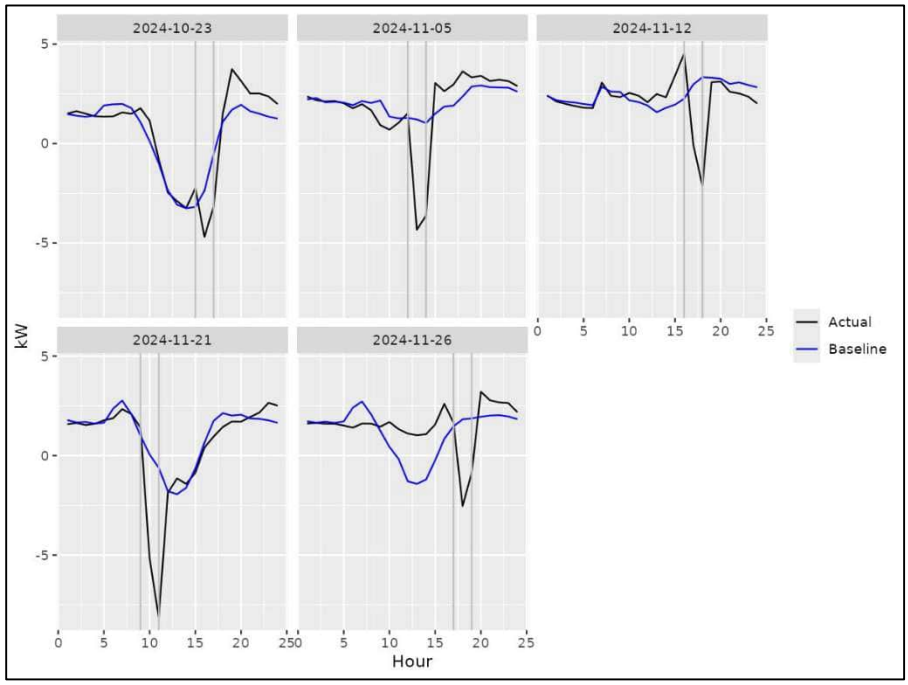


FIGURE 14-2 RESIDENTIAL BATTERY PILOT AVERAGE EVENT DAY LOAD SHAPES

The Evaluators estimated bias and error for the Evaluators MISO models for all participants and when applied on a site-specific basis and selected for the model with the lowest bias. As shown in the table below, the MISO SMA Adjusted CBL 5-of-5 model performed the best and had the lowest bias and error for the Residential Battery Pilot program.

TABLE 14-10 MODEL FIT AND BIAS

Model	Follow MISO Protocols	RRMSE	RMSE	Bias	Selected Model
MISO_SMA_Adjusted_CBL.5.of.5	X	0.185	0.227	-0.18%	X
MISO_WSA_Adjusted_CBL.10.of.10	X	0.240	0.294	1.36%	
MISO_SMA_Adjusted_CBL.10.of.10	X	0.170	0.209	1.63%	
MISO_Unadjusted_CBL.5.of.5	X	0.262	0.322	2.10%	
MISO_WSA_Adjusted_CBL.5.of.5	X	0.255	0.313	3.84%	
MISO_Unadjusted_CBL.10.of.10	X	0.257	0.316	5.92%	

14.4.1.2 Impact Findings

Using results from the CBLs, the Evaluators calculated the PY14 kW reduction for EM&V Method 1. Results are shown below in the table below.

TABLE 14-11 TOTAL GROSS RESIDENTIAL BATTERY PILOT DEMAND REDUCTIONS

Ex Ante Average Savings per Event per Participant	Number of Participants	*Ex Ante* Total Program kW Reduction	Average Savings per Event per Participant (kW)	Total Program kW Reduction	Realization Rate
4.260	78	332.28	4.912	383.17	115%

14.4.2 GROSS IMPACT FINDINGS

Using results from EM&V Method 1, the Evaluators calculated the PY14 kW reduction. Results are shown below in the table below.

TABLE 14-12 TOTAL GROSS RESIDENTIAL BATTERY PILOT DEMAND REDUCTIONS

Ex Ante Average Savings per Event per Participant	Number of Participants	*Ex Ante* Total Program kW Reduction	Average Savings per Event per Participant (kW)	Total Program kW Reduction	Realization Rate
4.260	78	332.28	4.912	383.17	115%

The overall verified kW reduction is 383.17 kW.

14.4.3 NET IMPACT FINDINGS

For demand response programs, net savings equals gross savings.

TABLE 14-13 TOTAL RESIDENTIAL BATTERY PILOT NET DEMAND REDUCTION RESULTS

Gross kW Reduction	Net-to-Gross Ratio	Net Demand Reduction
383.17	100%	383.17

14.4.4 NON ENERGY BENEFITS FINDINGS

There were no NEBs identified in this program.

14.4.5 PROCESS FINDINGS

The Evaluators conducted a limited process evaluation of the Residential Battery Pilot program in PY14.

14.4.5.1 Staff and Implementer Interviews

The following section summarizes the key findings from in-depth interviews with two ENO program staff, one Aptim staff, and one EnergyHub staff; ENO staff participated in one interview and Aptim and EnergyHub staff participated in a second interview. These in-depth interviews aimed to learn more about the Residential Battery Pilot program design and operations, and the successes and challenges experienced during PY14. Interviews lasted approximately 30 minutes and were conducted using the Microsoft Teams platform. The Evaluators recorded all interviews with participant permission. The following narrative summarizes these interviews.

14.4.5.1.1 *Program Description and Implementation*

PY14 marked the second year of the Residential Battery Pilot Program, which targets residential customers with interconnected battery systems. Typically, these customers use solar energy to charge their batteries, allowing them to reduce their reliance on energy from Entergy New Orleans.

Interconnected batteries are external battery systems that Entergy New Orleans can access and temporarily disable during grid emergencies. The purpose of this pilot is to assess the feasibility of a demand response battery program. During a demand response event, ENO staff can switch customers with interconnected batteries to rely on stored energy rather than drawing power from the grid. This shift is intended to reduce demand and alleviate pressure on the grid. Additionally, if the battery has sufficient capacity, Entergy New Orleans can utilize stored energy to help support the grid during peak events.

The implementation partner changed between PY13 and PY14. In the second year of the pilot, Tesla and EnPhase batteries were added to eligible equipment, which has allowed for program growth and increased customer engagement. The pilot utilizes a pay for performance incentive structure with $125 per kW delivered; residential customers can receive up to $600 in incentives while commercial customers can receive up to $1800.

14.5 Data Tracking Review

The Evaluators reviewed the advanced metering infrastructure (AMI) data that was provided and found that 99 percent of participants had complete AMI data during the evaluation period.

The Evaluators determined that the AMI data was sufficient to analyze program impacts because it contained all imported and exported kWh values, including battery discharge to the grid, solar generation provided to the grid, imported energy from the grid, etc...

Telemetry battery discharge data was not provided or available for download which prevented analyzing discharge data for all participants on all demand response events.

14.6 Key Findings and Recommendations

The following summarizes the key findings and conclusions from the PY14 evaluation.

- Achievement of Demand Reduction Target: The program did not have an *ex post* demand reduction target in PY14.
- Program Subscription: In the second year of the pilot, Tesla and EnPhase batteries were added to eligible equipment, which has allowed for program growth and increased customer engagement. The number of participants increased from 17 in PY13 to 78 in PY14. However, due to approval and contract delays, no demand response events occurred in 2024. Full implementation is planned for 2025.
- AMI Data: The Evaluators utilized Channel 2 AMI data containing kW delivered and kW received from the perspective of ENO, which allows for the calculation of net usage that incorporates exports to the grid (e.g., from solar and battery) and usage values imported from the grid.
- Feasibility Assessment & Enrollment Goals: The pilot aims to assess the viability of interconnected residential batteries for demand response. The 2025 enrollment goal is 100 customers, though staff anticipate 50 may be more realistic given the program's early stage.

The Evaluators have the following recommendations after completing the PY14 evaluation.

- AMI Data: ENO should provide Channel 2 AMI data containing kW delivered and kW received from the perspective of ENO for each participant, which allows for the calculation of net usage that incorporates exports to the grid (e.g., from solar and battery) and usage values imported from the grid. AMI data utilized for other EE and DR programs does not include usage discharged to the grid and cannot be used for the impact evaluation of the BESS program.
- Alignment of Demand Response Event Times: It is recommended to synchronize the start and end times of demand response events for customers participating in multiple programs (e.g., BYOT and PTR). Misalignment of event times can distort the accuracy of savings measurements, particularly impacting baseline models. For instance, if events in one program begin prior to events in another program, it can push the offset adjustment hour further from the event time, complicating measurements of interactive effects from cross participation. Additionally, discrepancies in event end times across programs can impede the measurement of savings during overlapping periods.
- Standardization of Event Timing: Demand response events should ideally commence and conclude on the hour, especially when hourly interval AMI data is available. If events are called on the half hour, 30-minute interval data should be provided to ensure precise measurement of reductions. This standardization facilitates the comprehensive utilization of event durations for accurately assessing energy savings.

- Consideration of DR Event Frequency: Implementers of demand response programs with cross participants should monitor the frequency of demand response events across all programs within a sector (e.g., residential DR programs). Excessive event scheduling can reduce the availability of proxy days for testing baseline models, impacting the accuracy of savings estimation. To mitigate this issue, events for residential DR programs should be scheduled on the same dates to optimize the use of proxy days.
- Utilization of MISO SMA Baseline Model: It is recommended to utilize the MISO SMA baseline model for estimating energy savings and defining saver types. This model helps avoid underestimating program impacts by providing robust estimates of energy savings for customers. Leveraging this baseline model enhances the accuracy of savings calculations and ensures a comprehensive evaluation of program effectiveness.
- Optimize Outreach & Enrollment Strategies: Since participation may be lower than the 100-customer goal, targeted outreach to existing battery owners—through installation partners, solar advocacy groups, or tailored marketing campaigns—could improve enrollment.
- Ensure Technical Readiness for 2025 Events: Ahead of full program launch, staff should work with implementation partners to validate remote battery control capabilities, ensure customer communication channels are in place for event participation, and address any potential integration challenges.

15 ELECTRIC VEHICLE PILOT

15.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, incentive spend, and *ex post* net NEBs, by measure, where applicable.

TABLE 15-1 PY14 ELECTRIC VEHICLE PILOT ENERGY SAVINGS (KWH)

Measure	*Ex ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex post* Gross Savings (kWh)	NTG	*Ex post* Net Savings (kWh)
EV Charging	0	N/A	0	N/A	0
Total	**0**	**N/A**	**0**	**N/A**	**0**

Sums may differ due to rounding.

TABLE 15-2 PY14 ELECTRIC VEHICLE PILOT DEMAND REDUCTIONS (KW)

Measure	*Ex ante* Gross Demand (kW)	Realization Rate (kW)	*Ex post* Gross Demand (kW)	NTG	*Ex post* Net Demand (kW)
EV Charging	N/A	N/A	97.21	100%	97.21
Total	**N/A**	**N/A**	**97.21**	**100%**	**97.21**

Sums may differ due to rounding.

TABLE 15-3 PY14 ELECTRIC VEHICLE PILOT LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex post* Gross Lifetime Energy Savings (kWh)	*Ex post* Net Lifetime Energy Savings (kWh)
EV Charging	1	0	0
Total	**1**	**0**	**0**

Sums may differ due to rounding.

TABLE 15-4 PY14 ELECTRIC VEHICLE PILOT PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
EV Charging	238	$13,727.00
Total	**238**	**$13,727.00**

Sums may differ due to rounding.

TABLE 15-5 PY14 ELECTRIC VEHICLE PILOT NEB SUMMARY

Measure	*Ex post* Net ARCs ($)	*Ex post* Net Water Savings (gallons)	*Ex post* Net Avoided Arrearages
EV Charging	$0	0	$0
Total	**$0**	**0**	**$0**

Sums may differ due to rounding.

15.2 Program Description

PY14 marked the first year of the "Bring Your Own Charger" (BYOC) program. This demand response pilot seeks to shift EV charging load to off-peak hours using a predetermined charging schedule. Sagewell uses software to identify potential EV chargers and invites them to participate in the program. Customers receive a monthly incentive for participating in the program. To qualify, customers must charge their car during off-peak hours at least three times a month and cannot override the charging schedule more than four times a month.

The program seeks to enroll 350 cars over the three-year pilot. Target audience is single-family home residents with level-2 chargers.

15.2.1 PROGRAM CHANGES

PY14 was the second year for the BYOC offering. No changes were made to the program in PY14.

15.2.2 TIMING OF PROJECTS

All new enrollments occurred from July to December 2024.

15.2.3 TRADE ALLIES

There were no reported trade allies in this program.

15.2.4 GOAL ACHIEVEMENT

The table below summarizes the programs' performance against goal.

TABLE 15-6 EV PILOT PERFORMANCE TOWARDS GOAL

Ex post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex post* Gross Energy Savings (kWh)	*Ex post* Gross Savings (kW) Target	% to kW Target	*Ex post* Gross Savings (kW)
0	N/A	0	1,125.00	8.6%	97.21

15.3 EM&V Methodology

15.3.1 GROSS IMPACT METHODOLOGIES

In the evaluation of demand response programs, energy savings are estimated by comparing a participant's load shape with a baseline load shape. This baseline load is assumed to be a good estimate of the counterfactual load—that is, the load that would have manifested in the absence of the program. The Evaluators created the baseline load from a matched control group of customers with electric vehicles.

15.3.1.1 Data Collection

Data used for this evaluation include the following:

- 15-minute interval meter data (AMI) for each participant.
- A full schedule of DR program event dates and times for all DR programs (DR event dates were excluded).
- Program tracking data that identifies which customers participated in the program.

- Program tracking that identifies potential control customers.

15.3.1.2 Cohort and Study Period Definitions

The following definitions were utilized for the study period:

- Pre-period start date: 06/1/2023.
- Pre-period end date: 7/20/2023.
- Post-period: Summer 2024 (June – September).
- Dates when DR events were called were excluded from the pre- and post-periods because dual enrollment in other DR programs could impact usage and create biased impact estimates if treatment and control customers enroll or opt-out in other DR programs at different rates. Two dates were excluded from the post-period, while five dates were excluded from the pre-period.

The Evaluators restricted the study period to the summer months to measure peak kW reductions for the program. In addition, the program was expected to only shift load and not result in energy savings, therefore, there was not a need to extend the study period beyond the summer months. Furthermore, keeping the study period close to the enrollment dates of the participant would help ensure that customers had EV charging in the pre- and post-periods.

The study cohort was created using the following requirements:

- Participants were actively enrolled in the program.
- The participant enrolled in the program after the pre-period end date (see above) and before the post-period start date. This allowed for the accumulation of participants between July 16, 2023, and May 31, 2024.
- The participant showed electric vehicle charging throughout 2023 (identified by Sagewell).
- Potential control group customers were identified from the following sources: 1) Customers receiving the Electric Vehicle Supply Equipment (EVSE) rebate with no enrollment in the EV Pilot, 2) customers with the EVSE rebate and either incomplete enrollment in the EV Pilot and 3) customers identified by Sagewell as having an EV by observing EV charging patterns in their interval meter AMI data.
- Treatment and potential control customer AMI data must be 99% complete during the study period.

15.3.1.3 Control Group Creation

For each treatment premise in the participant population, a corresponding control group premise was selected such that the pre-period consumption patterns are as closely matching as possible.

The Evaluators utilized the following matching methods to develop control groups:

- Method 1: Propensity Score Matching (PSM) using pre-period weekday and weekend hourly load shapes. PSM utilizes a logistic function to predict the probability of belonging to the treatment group. Customers were matched using the nearest neighbor algorithm, with 1 treatment customer for 2 control customers (e.g., a matching ratio of 2) and matching with replacement of control customers. Customers were exactly matched based on low/high total consumption and low/high maximum demand during the pre-period.

- Method 2: Euclidian distance matching using each customer's frequency distribution of hourly pre-period energy usage (kWh), selecting the control customer with the minimum distance.
- Method 3: Vector angle distance matching using each customer's frequency distribution of hourly pre-period energy usage (kWh), selecting the control customer with the minimum distance.

With the PSM approach (Method 1), a propensity score is estimated for treatment customers and a group of customers who did not receive the treatment using a logit model. Two additional matching strategies were explored based on industry best practices[16] historically utilized by the Evaluators. These approaches reduced meter data for evaluated premises to a normalized histogram curve that describes a premise's normal usage pattern in a single vector of values; an example is shown in

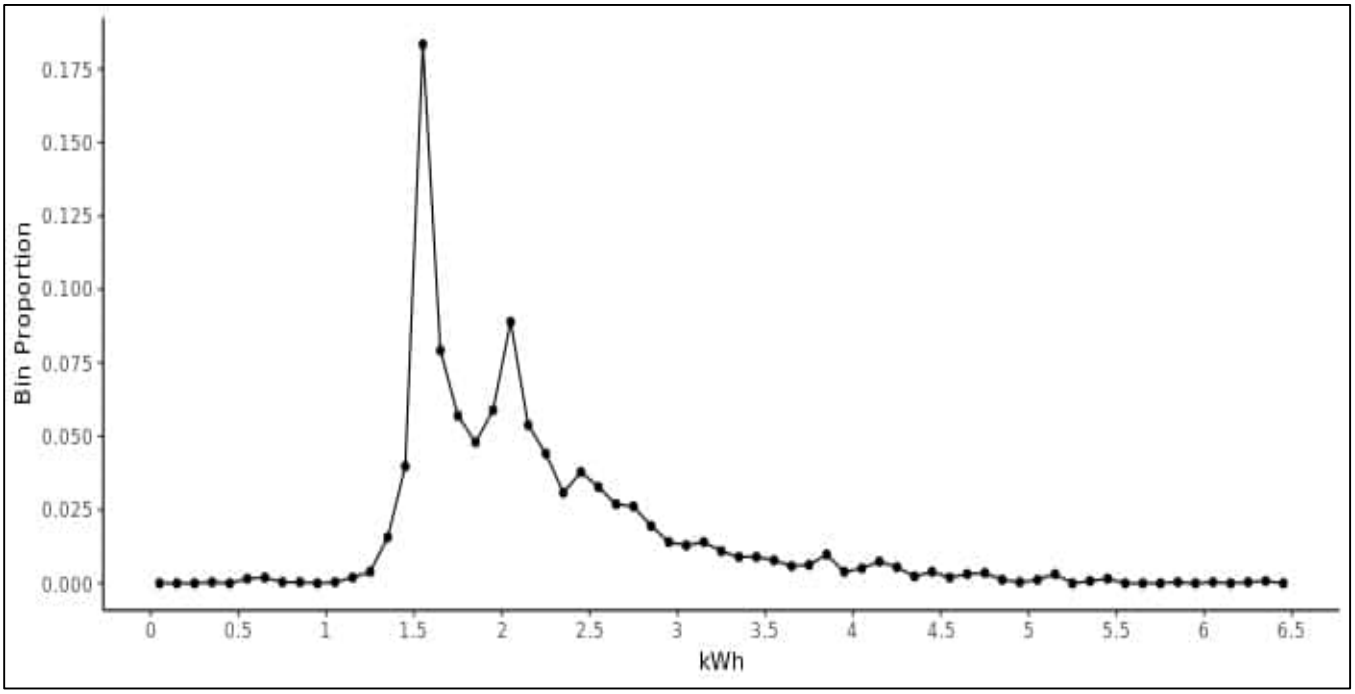


Figure 15-1. This approach has been found to optimize retention of both general consumption patterns and magnitudes in a condensed, easily comparable form. The Euclidean distance, the "ordinary" straight-line distance between two points in space denoted as *d* in the first equation below, for each set of premise values was calculated to determine matches by finding the treatment-control pair that had a minimum value *d* relative to other possible control premises. The bold letters, **q** and **p**, denote vectors where each represents a single premises' summarized consumption data; non-bold cases with number subscripts indicate a specific index position in each vector.

[16] McBride, C. *Finding the Perfect Baseline: Advanced Time Series Control Group Matching Strategies on Energy Consumption*. IEPEC 2019.

EQUATION 15-1: EUCLIDEAN DISTANCE MATCHING

$$d(\mathbf{q},\mathbf{p}) = \sqrt{\sum_{i=1}^{n}(q_i - p_i)^2} = \sqrt{(q_1 - p_1)^2 + (q_2 - p_2)^2 + \cdots + (q_n - p_n)^2}$$

EQUATION 2: VECTOR ANGLE DISTANCE MATCHING

$$\theta(\mathbf{q},\mathbf{p}) = cos^{-1}\left(\frac{\sum_{i=1}^{n} q_i * p_i}{\sqrt{\sum_{i=1}^{n} q_i * q_i} * \sqrt{\sum_{i=1}^{n} p_i * p_i}}\right)$$

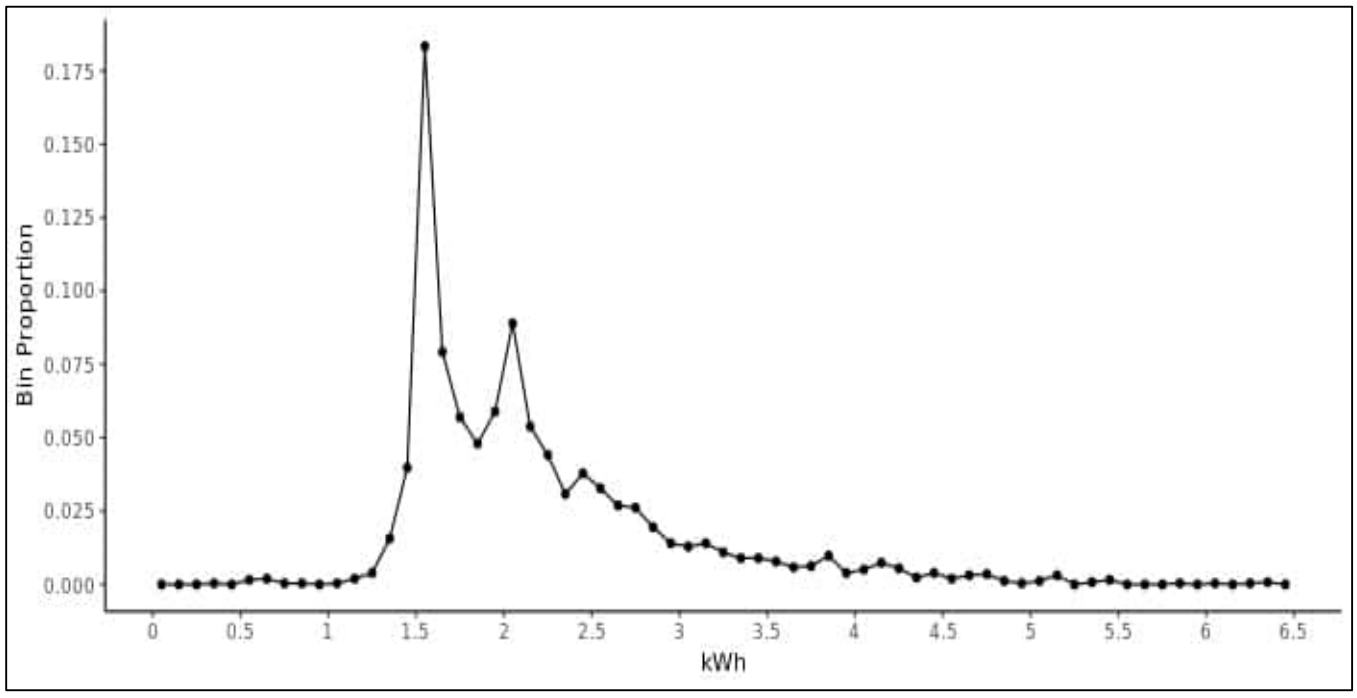


FIGURE 15-1: AVERAGE HOURLY ENERGY NORMALIZED HISTOGRAM BIN PROPORTIONS

To measure remaining error and bias after matching, the Evaluators utilized the Coefficient of Variation of Root Mean Squared Error (CV(RMSE)) to measure error and Normalized Mean Bias Error (NMBE) to measure bias[17].

15.3.1.4 Savings Calculations and Extrapolation

The Evaluators expected no energy savings (kWh) for the Electric Vehicle Pilot because the program was designed to shift EV charging away from the peak period toward off-peak hours.

[17] ASHRAE Guideline 14-2014. Measurement of Energy, Demand, and Water Savings.

The Evaluators calculated peak demand reductions (kW) by comparing usage in the post-period between matched control group customers and program participants (treatment customers). The post-period was defined as the period after which a large proportion of customers had enrolled in the program.

The peak demand reduction per participant (kW) was estimated during ENO's peak demand window according to the equation below.

$$Peak\ Demand\ Reduction\ (kW)\ per\ Participant = (\sum_{h=1}^{n} Average\ Control\ Customer\ kW_h - Average\ Treatment\ Customer\ kW_h) / (\#\ of\ Peak\ Hours)$$

Where,

h = an indicator for peak hour h;

$Average\ Control\ Customer\ kW_h$ = average kW during peak hour h across all matched control customers during the post-period;

$Average\ Treatment\ Customer\ kW_h$ = average kW during peak hour h across all treatment (participant) customers during the post-period;

Because electric vehicle loads were not weather sensitive in the selected post-period, the entire post-period was utilized when averaging hourly control and treatment customer usage.

The Average Peak Demand Reduction (kW) was extrapolated to the total number of participants that enrolled in the Pilot in PY13.

15.3.1.5 Cross Program Participation Adjustments

The Evaluators expected cross program participation with other DR programs for the EV Pilot. However, since the EV Pilot does not call DR events and instead causes participants to shift their EV charging away from the peak on any day of the week, no cross-program participation adjustments were made. This was determined by noting that MISO baselines for event-based DR programs would include any load shifting from the EV Pilot for customers with dual enrollment, because MISO baselines are based on prior-day averaging. In addition, the Evaluators removed all DR event days from other DR programs from the study period for the EV Pilot to avoid double counting or creating bias in the EV Pilot impact estimates.

15.3.2 NET IMPACT METHODOLOGIES

In demand response programs, it is typically assumed that there are neither spillover nor free-ridership effects (customers are not expected to curtail without participating). As such, the net-to-gross ratio for this program is assumed to be 100%.

15.4 Evaluation Findings

15.4.1 MATCHED CONTROL GROUP FINDINGS

Table 15-7 details the treatment and control cohort sizes before and after matching.

TABLE 15-7 COHORT SIZES BEFORE AND AFTER MATCHING

Matching Method	Number of Treatment Customers	Number of Potential Control Customers	Number of Matched Treatment Customers	Number of Matched Control Customers
Method 1 (PSM)	238	477	131	145
Method 2 (Euclidian)	238	477	53	108
Method 3 (Vector Angle)	238	477	53	108

Table 15-8 compares the matching methods using several statistical methods applied to the pre-period data after matching. The Evaluators selected Method 1 (PSM) as the most suitable matching method because it showed low error (RRMSE) and the lowest bias (NMBE). It also showed no statistically significant difference between treatment and control average pre-period usage after matching (p-value = 0.97).

TABLE 15-8 MATCHING METHOD COMPARISON

Matching Method	Average Treatment Pre-Period Usage (kW), After Matching	Average Control Pre-Period Usage (kW), After Matching	P-Value (Welch's T-Test)	RRMSE	NMBE
Method 1 (PSM)	3.15	3.15	0.97	0.087	-0.05%
Method 2 (Euclidian)	3.15	3.37	0.00	0.136	-7.19%
Method 3 (Vector Angle)	3.15	3.28	0.00	0.113	-4.37%

The figures below provide average pre- and post-period hourly usage before and after matching for the selected matching method (PSM). As shown in

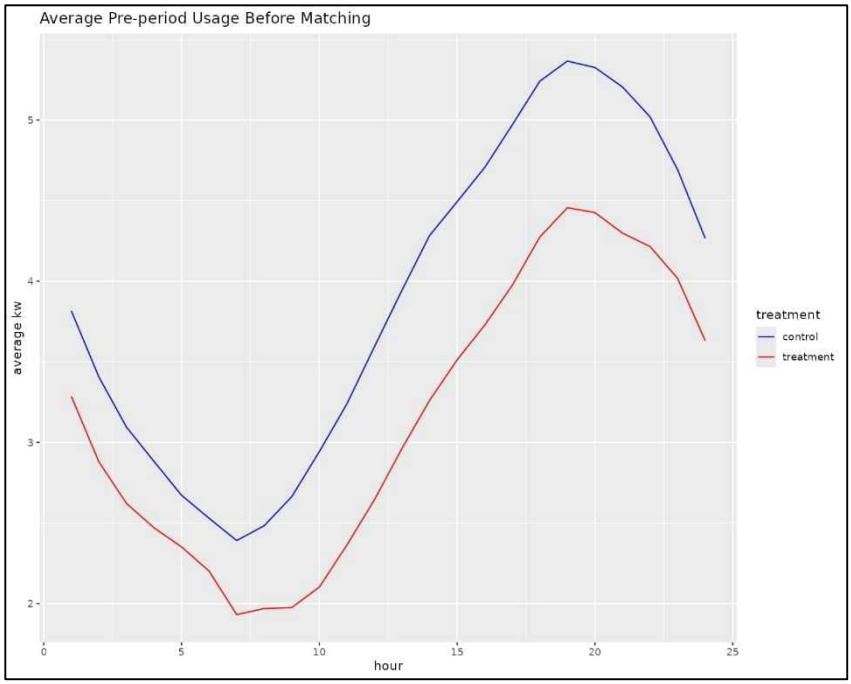


Figure 15-2, there are large differences between the control and treatment groups before matching, while in

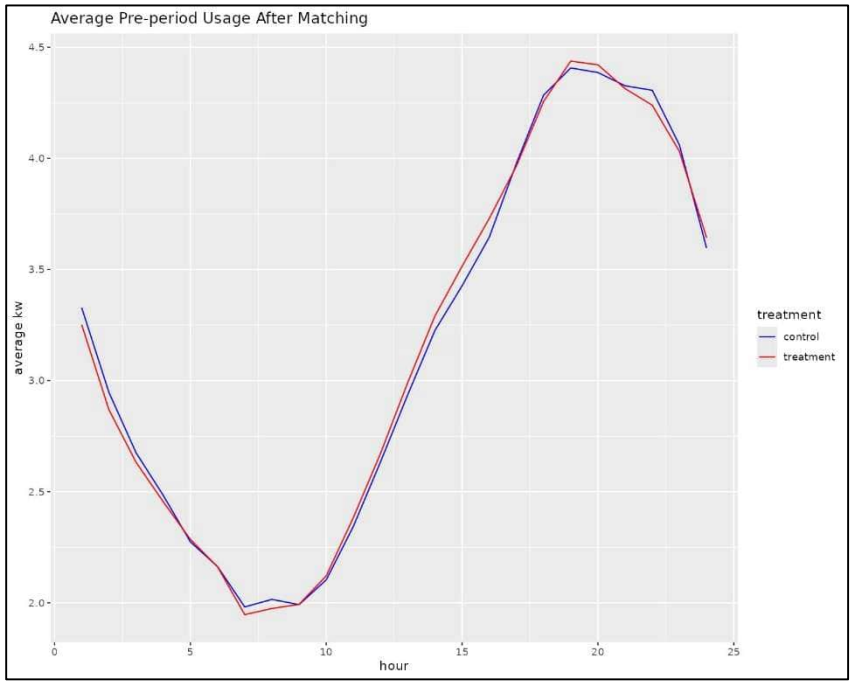


Figure 15-3, there is little difference in pre-period usage remaining after matching.

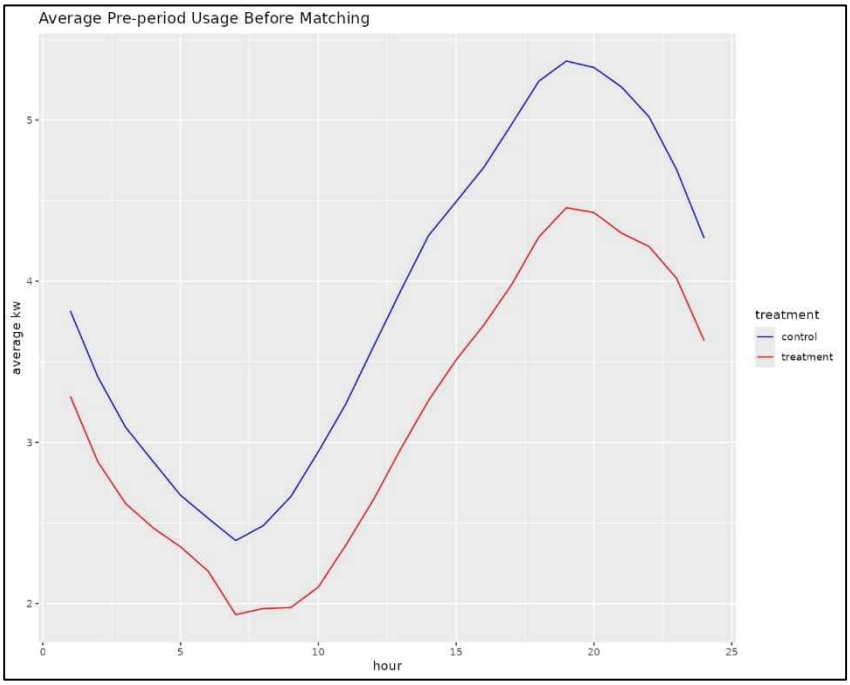


FIGURE 15-2 AVERAGE PRE-PERIOD USAGE BEFORE MATCHING

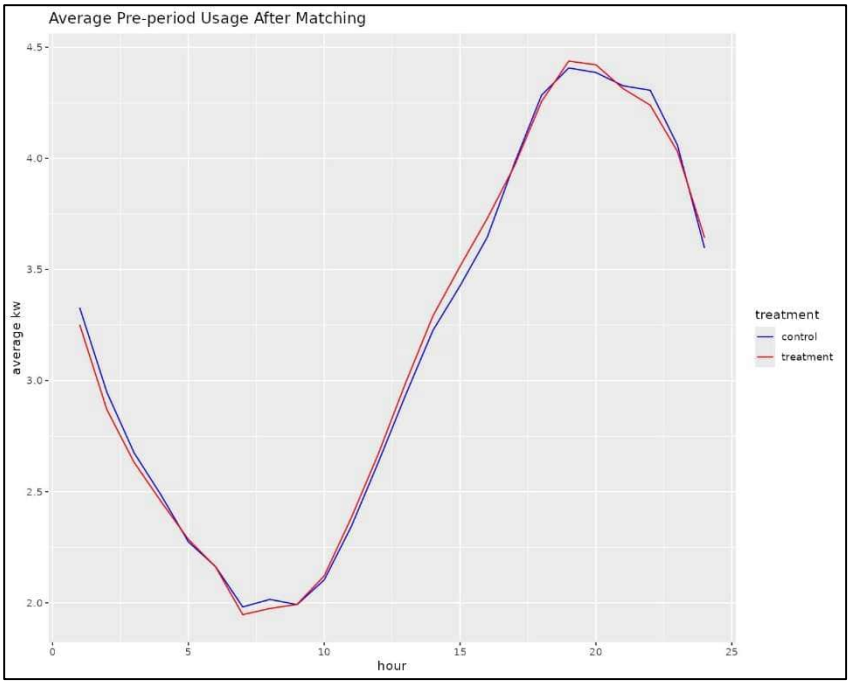


FIGURE 15-3 AVERAGE PRE-PERIOD USAGE AFTER MATCHING

15.4.2 GROSS IMPACT FINDINGS

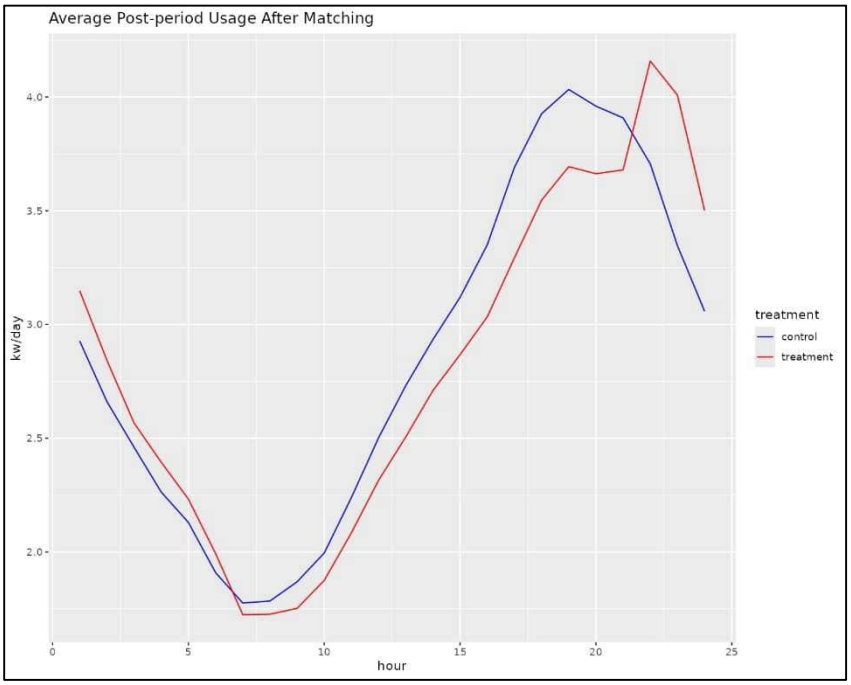


Figure **15-4** displays average post-period usage for the treatment and control groups after matching. The EV pilot required participants to charge their EV's during the off-peak hours from 9 PM to 6 AM on weekdays, and any time on weekends and holidays. The load shift is clearly visible during these hours, with increased usage between 9 PM and 6 AM, and decreased usage between 6 AM and 9 PM.

As expected, the Evaluators found no statistically significant kWh savings and peak kW reductions were not a function of temperature (F) in the study post-period.

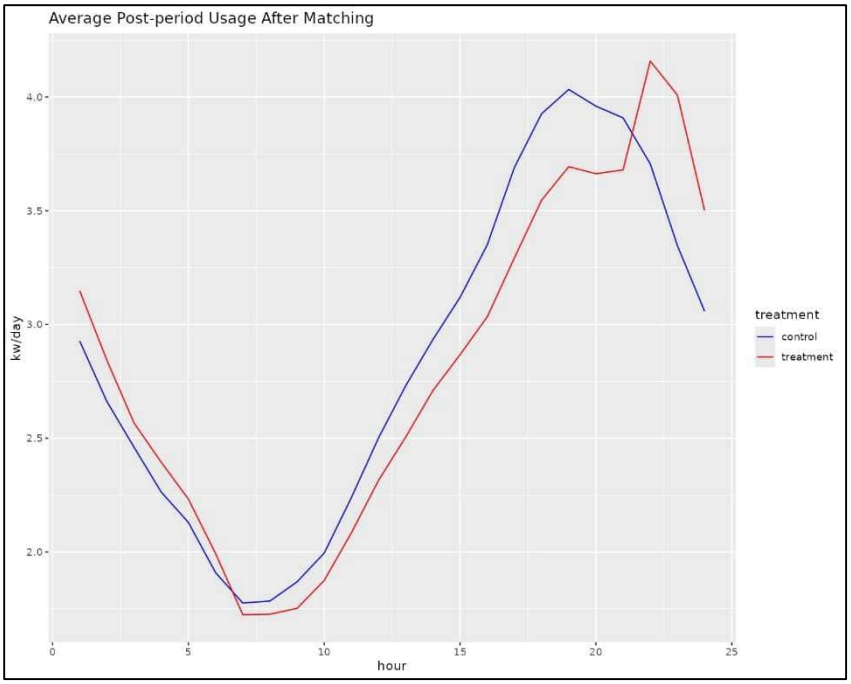


FIGURE 15-4 AVERAGE POST-PERIOD USAGE AFTER MATCHING

Table 15-9 provides average hourly kW reductions on weekdays in the post-period using the matched cohort. The largest kW reductions occur between 3 PM and 9 PM CDT and overlap with the peak period.

TABLE 15-9 PEAK KW REDUCTIONS BY HOUR, WEEKDAYS

Hour Ending (CDT)	Average Treatment Post-Period Usage (kW), After Matching	Average Control Post-Period Usage (kW), After Matching	% Change kW Usage	Absolute Change kW Usage
1	3.21	2.97	8.02%	0.24
2	2.91	2.69	8.16%	0.22
3	2.63	2.49	5.44%	0.14
4	2.45	2.28	7.52%	0.17
5	2.30	2.15	6.95%	0.15
6	2.05	1.93	6.10%	0.12
7	1.77	1.80	-1.65%	-0.03
8	1.76	1.78	-1.56%	-0.03
9	1.75	1.82	-4.04%	-0.07
10	1.83	1.91	-3.96%	-0.08
11	2.02	2.11	-4.23%	-0.09
12	2.24	2.37	-5.23%	-0.12
13	2.41	2.58	-6.46%	-0.17
14	2.61	2.79	-6.43%	-0.18
15	2.76	2.97	-7.01%	-0.21
16	2.93	3.22	-8.82%	-0.28
17	3.23	3.62	-10.88%	-0.39
18	3.49	3.89	-10.27%	-0.40
19	3.65	4.02	-9.20%	-0.37
20	3.65	3.97	-7.97%	-0.32
21	3.67	3.94	-6.79%	-0.27
22	4.23	3.75	12.90%	0.48
23	4.10	3.38	21.20%	0.72
24	3.56	3.07	16.00%	0.49

Using results from the matched control group, the Evaluators calculated the PY14 kW reduction. Results are shown below in the table below. The Evaluators utilized the same peak period hours used for demand response program DR events when calculating the peak kW reduction, namely, 3 PM to 7 PM CDT. The peak kW reductions are statistically significant at the 99.99% level.

TABLE 15-10 TOTAL GROSS EV PILOT DEMAND REDUCTIONS

Measure	Average kW Reduction per Participant per Unit	Average kW Reduction per Participant	Number of Electric Vehicles	Number of Participants	Total Program kW Reduction
EV Charging	0.376401	0.408435	258	238	97.21
Total	**0.376401**	**0.408435**	**258**	**238**	**97.21**

The overall verified kW reduction is 97.21 kW.

The Evaluators estimated an average reduction per participant of 0.4084 kW.

15.4.3 NET IMPACT FINDINGS

For demand response programs, net savings equals gross savings.

TABLE 15-11 TOTAL EV PILOT NET DEMAND REDUCTION RESULTS

Gross kW Reduction	Net-to-Gross Ratio	Net Demand Reduction
97.21	100%	97.21

15.4.4 NON ENERGY BENEFITS FINDINGS

There were no NEBs identified in this program.

15.4.5 PROCESS EVALUATION FINDINGS

The Evaluators conducted a limited process evaluation of the Electric Vehicle pilot program in PY14.

15.4.5.1 Staff and Implementer Interviews

The following section summarizes key findings from in-depth interviews with two ENO program staff and one Sagewell staff member. ENO staff participated in one interview, while Sagewell staff participated in a separate interview.

These interviews aimed to gather insights into the design and operations of the EV Charging Pilot Program, as well as the successes and challenges experienced during PY14. Each interview lasted approximately 30 minutes and was conducted via Microsoft Teams. With participant permission, evaluators recorded all interviews. The following narrative presents a summary of these discussions.

15.4.5.1.1 *Program Description and Implementation*

PY14 marked the second year of the 'Bring Your Own Charger' (BYOC) program, a demand response pilot designed to shift EV charging load to off-peak hours through a predetermined charging schedule.

Sagewell uses software to identify potential EV owners and invites them to participate. Customers who enroll receive a $7 monthly incentive for charging their vehicle during off-peak hours—weekdays between 9:00 PM and 6:00 AM—at least three times per month. Additionally, participants cannot override the charging schedule more than four times per month. The incentive, which equates to approximately 2,000 miles of driving annually,

is distributed quarterly via check, PayPal, or Venmo. Most participants receive the full incentive, while those who do not are typically charging their vehicles at other locations rather than at home.

The program aims to enroll 350 vehicles per year, targeting single-family home residents with Level 2 chargers. However, in PY14, enrollment did not meet expectations. Program staff speculate that fewer EVs exist in the service territory than initially estimated and/or that customers may not be using Level 2 chargers as frequently as anticipated.

15.4.5.1.2 *Marketing*

Staff recruit participants through emails and direct mailers, while also leveraging existing Energy Smart programs to promote the new pilot. As the program is still relatively new, staff continue to assess which recruitment strategies are most effective.

Due to low enrollment rates in both PY13 and PY14, program staff are exploring additional marketing efforts. However, the reasons behind the low participation remain unclear. While enrolled customers generally report positive experiences, overall awareness and initial interest in the program remain low.

15.5 Data Tracking Review

The Evaluators reviewed the tracking data and found no issues. AMI data was provided which allowed the Evaluators to estimate program impacts.

15.6 Key Findings and Recommendations

The following summarizes the key findings from the PY14 evaluation.

- Performance of EV Pilot: The EV Pilot attained 9% of its ex-post demand reduction (kW) target.
- Creation of Matched Control Group: The Evaluators successfully established a matched control group for the baseline counterfactual, enhancing the accuracy of the evaluation.
- Statistically Significant Peak kW Reductions: The EV Pilot demonstrated statistically significant peak kW reductions, achieving an average reduction of 0.41 kW per participant.
- Target Achievement Projection: To meet the demand reduction target of 530 kW, the program aims to enroll nearly 1,000 customers by the third year of the pilot. This projection underscores the necessity of scaling up customer enrollment to achieve program objectives.
- Enrollment Challenges & Market Uncertainty: The program did not meet its PY13 or PY14 enrollment goals. The implementation team suspects that there are fewer EV owners in the service territory than expected or that many do not use Level 2 chargers at home. They also noted that the limited frequency of data updates on newly eligible customers constrains their outreach efforts.
- Participant Satisfaction & Compliance: Enrolled customers generally follow charging schedules and receive the full incentive, suggesting that the program is effective for those who do participate. However, limited awareness and unclear enrollment barriers hinder broader adoption.

The Evaluators have the following recommendations after completing the PY14 evaluation.

- Hourly Aggregation of Interval AMI Data: Interval AMI data should undergo aggregation to hourly intervals based on the hour ending datetime. It is imperative that usage is not aggregated across more

than one hour. For instance, data ending at 4 PM should exclusively represent usage from 3 PM to 4 PM, ensuring accurate measurement and analysis.

- Procurement of Potential Control Customers: For future program years, the procurement of potential control customers should follow the same methodology utilized in 2023 and 2023. This includes sourcing control customers from various channels such as Sagewell's EV Finder algorithm, individuals who enrolled after the program year commenced, and participants who initiated but did not complete the enrollment process. This approach ensures consistency and reliability in selecting control groups for evaluation purposes.
- Adjust Enrollment Targets for Realistic Growth: According to 2023 EIA data, there are an estimated 188,026 residential ENO customers, and based on 2023 U.S. Census American Community Survey data, the average New Orleans household has 1.7 vehicles. If 1% of all vehicles are EVs, this suggests there are approximately 3,196 EVs in the customer base, with around 1,880 residential customers likely owning at least one EV. A target of 350 enrollments per year would require enrolling 18.6% of all EV-owning customers annually, which is likely high given that not all EV owners will be aware of the program, willing to participate, or have the necessary charging setup at home. Additionally, participation in voluntary programs tends to grow gradually over time rather than achieving high enrollment immediately. Adjusting expectations to align with a more gradual adoption rate would help set achievable goals while ensuring steady program growth.
- Optimize Recruitment Messaging: Test variations of email and direct mail campaigns with different value propositions (e.g., cost savings, environmental impact) to see which messaging resonates most with potential participants before investing in larger marketing efforts.

16 LARGE C&I DEMAND RESPONSE

16.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend.

TABLE 16-1 PY14 LARGE C&I DR ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Savings (kWh)	NTG	*Ex Post* Net Savings (kWh)
DR Participation	43,300	92%	36,961	100%	36,961
Total	**43,300**	**92%**	**36,961**	**100%**	**36,961**

Sums may differ due to rounding.

TABLE 16-2 PY14 LARGE C&I DR DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand (kW)	Realization Rate (kW)	*Ex Post* Gross Demand (kW)	NTG	*Ex Post* Net Demand (kW)
DR Participation	2,925.90	85%	2,494.77	100%	2,494.77
Total	**2,925.90**	**85%**	**2,494.77**	**100%**	**2,494.77**

Sums may differ due to rounding.

TABLE 16-3 PY14 LARGE C&I DR LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
DR Participation	1	36,961	36,961
Total	**1**	**36,961**	**36,961**

Sums may differ due to rounding.

TABLE 16-4 PY14 LARGE C&I DR PARTICIPATION AND INCENTIVE SUMMARY

Measure	Participation	Incentive Spend ($)
DR Participation	19	$139,256
Total	**19**	**$139,256**

Sums may differ due to rounding.

16.2 Program Description

The Large C&I Demand Response (Large C&I DR) program is designed to help reduce the strain on the electric grid during periods of peak demand. The automated program is free, flexible, and easy to use. The program provides scaled incentives based on the load provided (with seasonal payments in summer and winter). Customers nominate the load they will provide in collaboration with Honeywell (the program implementer) and

may provide the curtailment with automated controls or via manual curtailment of the proposed systems. Curtailed systems may include HVAC, lighting, industrial processes, or any other applicable end-use.

16.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

Incentives are based on twice-yearly payments based on average demand reduction across all events during a performance period ($50/kW for summer, $10/kW for non-summer).

Motivation to participate varies from customer-to-customer, and program staff noted that they will tailor their sales pitch to meet this variety. Some customers are driven by the financial incentive, while others look at participation purely from a sustainability standpoint. However, program staff emphasized that lowering energy costs are not a main selling point, as it could just be one outcome of the program, not a main driver. Being able to return to in-person engagement has really helped the program this year and seen as an overall success. Additionally, being able to present to larger hospitals in the area, paving the way for enrollment for new program year, has also been a huge success.

The program did not hit the demand reduction target of 8,870 kW in PY14.

16.2.2 TIMING OF PROJECTS

All projects occurred from July to August.

16.2.3 TRADE ALLIES

There were no reported trade allies in this program.

16.2.4 GOAL ACHIEVEMENT

The table below summarizes the programs' performance against goal.

TABLE 16-5 LARGE C&I DR PERFORMANCE TOWARDS GOAL

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex Post* Gross Energy Savings (kWh)	*Ex Post* Gross Savings (kW) Target	% to kW Target	*Ex Post* Gross Savings (kW)
0	NA	39,961	8,870.00	28.1%	2,494.77

16.3 EM&V Methodology

The Evaluators employed the following approach to complete impact evaluation activities for the program. The Evaluator followed the Calculated Baseline approach outlined in the Midcontinent Independent System Operator, Inc. (MISO) Business Practices Manual (BPM)[18]. The following impact evaluation steps were taken to determine the suitability of the MISO Calculated Baseline approach:

[18] *Ibid.*

- Developed an Unadjusted Consumption (UC) Baseline, a Symmetric Multiplicative Adjustment (SMA) Baseline, and a Weather Sensitive Adjustment (WSA) Baseline for each program participant. Loads were calculated utilizing 15-minute AMI data.
- Determined days that will serve as proxy days for testing the suitability of the baseline approach. Proxy days represent days like demand response event days in terms of load shape and temperature profiles.
- Estimated bias (uncertainty) and error on proxy days for each model to assess baseline performance. Bias is assessed by examining the average percent error of the baseline predictions relative to the actual usage on proxy days. In a similar manner, error is assessed through various metrics such as Root Mean Squared Error (RRMSE) using baseline predictions and actual usage on proxy days.
- Assigned the model/baseline with the lowest bias to each customer.
- Assessed bias and error for the entire program population and customers with the largest nominated loads, with the goal of minimizing bias and error for the program overall.

16.3.1GROSS IMPACT

In the evaluation of demand response programs, energy savings are estimated by comparing a participant's load shape during a demand response event with a baseline load shape. This baseline load is assumed to be a good estimate of the counterfactual load—that is, the load that would have manifested had there not been an event called that day.

16.3.1.1 Data Sources

Data used for this evaluation includes program tracking data that identifies which customers participated in the program and contains data fields such as contract curtailment amount, hourly usage, hourly baseline estimates, 15-minute interval meter data (AMI) for each customer participating in the program, and a full schedule of DR program events, including the time of the event.

16.3.1.2 MISO Calculated Baseline Approach (Customer Baselines)

The following details the general requirements for the MISO Calculated Baseline Approach. The Evaluators developed Customer Baselines (CBLs) in accordance with this approach. For a demand resource, the Consumption Baseline is a profile of hourly demand based on an average sample of historical data which may be adjusted for factors that reflect specific, on-the-day conditions, such as temperature.

The default consumption baseline is designed as follows:

- Separate hourly demand profiles for non-holiday weekdays and for weekends/holidays
- The "weekday" hourly profile is based on the average of the ten (10), but not less than five (5), most recent weekdays that are not holidays or other non-standard "event" days
- The "weekend/holiday" hourly profile is based on the average of the four (4), but not less than two (2), most recent weekend days or holidays that are not "event" days
- An "event" day is one during which there was, for the resource in question, a real- time energy or ancillary services dispatch, or a scheduled outage
- The maximum look-back window is limited to 45 days
- If the 45-day window contains insufficient days to meet the minimum number of days described above, the profiles are constructed based on the available days within the 45-day window that qualify,

supplemented by the largest (MW) matching "event" day(s) values for that resource within that same window as necessary to obtain the minimum number of values.

Adjustment mechanisms to the default Consumption Baseline include:

- Symmetric Multiplicative Adjustment (SMA)
  - Adjusts each baseline hourly value (MW) during the event up or down by the ratio of
  - (a) the sum of hourly demands for the three hours beginning four hours prior to the event and (b) the sum of those same three hourly baseline demands
  - The adjustment is limited to a change in any individual baseline hour of plus or minus 20 percent.
  - If multiple events occur during the same day, the SMA is calculated only for the first event, but applied to all events that day.
- Weather Sensitive Adjustment (WSA)
  - Adjusts each baseline hourly value (MW) up or down by a Weather Adjustment Factor
  - The Weather Adjustment Factor is determined by a mathematical relationship derived through a regression analysis that considers the DRR load and historical hourly temperature data.

16.3.1.3 Evaluators MISO Models

The following CBL models were developed for each customer in accordance with MISO protocols.

For a 10-of-10 (or 5-of-5) unadjusted baseline, the Evaluators examine the load data from the most recent ten (or five) non-event, non-holiday weekdays relative to the event day and calculate the mean demand usage values of the ten (or five) highest load days. This baseline is then adjusted for the SMA and WSA models utilizing the method described in Section 16.3.1.2.

TABLE 16-6 EVALUATORS' MISO CBL MODELS

Model Type	Baseline Days	SMA	WSA
Unadjusted	10-of-10	No	No
SMA-Adjusted	10-of-10	Yes	No
WSA-Adjusted	10-of-10	No	Yes
Unadjusted	5-of-5	No	No
SMA-Adjusted	5-of-5	Yes	No
WSA-Adjusted	5-of-5	No	Yes

16.3.1.4 Baseline and Proxy Day Development

The Evaluators defined proxy days as the top four non-event, non-holiday, non-weekend days with the highest loads across all summer months. In addition, proxy days must display a maximum temperature of greater than or equal to the minimum temperature observed during normal curtailment hours during the events. The Evaluators used these defined proxy days to determine the ability of CBL models to predict actual usage for each customer.

16.3.2 NET IMPACT

In demand response programs, it is typically assumed that there are neither spillover nor free-ridership effects (customers are not expected to curtail without participating). Furthermore, participants are compensated only if they reduce their load during the peak demand window, the primary program goal. As such, the net-to-gross ratio for this program is assumed to be 100%.

16.4 Evaluation Findings

16.4.1 GROSS IMPACT

Five events were called during the summer of 2024 between the hours of 1600 and 1900 CDT, as shown in the table below.

TABLE 16-7 EVENT DATES AND TIMES

Event Dates	Event Times (CDT)
7/02/2024	16:00-18:00
8/01/2024	17:00-19:00
8/07/2024	16:00-18:00
8/09/2024	16:00-18:00
8/14/2024	17:00-19:00

16.4.1.1 Performance Versus Nomination Comparison

The Evaluator compared realized kW for each site with their nominated kW to summarize the extent to which participants have met their nominated load curtailments. The names of sites have been anonymized to protect customer confidentiality.

The ex post gross demand (kW) curtailment as a percentage of nominated load is 90%. Load nominations have consistently been higher than ex post gross demand (kW) on average each program year.

TABLE 16-8 SITE LEVEL RESULTS

Site	Nominated kW	Ex Post Gross Demand (kW)	% of Nominated Load
Site 1	71	39.31	55%
Site 2	35	6.59	19%
Site 3	17	1.18	7%
Site 4	1,257	0.22	0%
Site 5	36	17.16	47%
Site 6	477	348.14	73%
Site 7	139	5.82	4%
Site 8	80	25.66	32%
Site 9	99	37.82	38%
Site 10	-	29.37	-
Site 11	308	177.26	58%
Site 12	93	57.72	62%
Site 13	-	1,538.28	-
Site 14	10	3.14	31%
Site 15	5	0.60	12%
Site 16	5	0.47	10%
Site 17	105	181.55	173%
Site 18	41	3.03	7%
Site 18	2,785	21.43	1%
Total	**2,778.94**	**2,494.77**	**90%**

16.4.1.2 Load Shapes and Model Performance

The figures below are average load shapes for all sites on proxy and event days and depict actual kW and baseline kW. While the figures show that baseline kW is not an exact match for actual kW during the hours of curtailment, the differences are expected to average out, with some days over-estimating the baseline and other days under-estimating the baseline. In addition, the Evaluators determined that the site with the largest usage has erratic loads that are not easily predicted using the agreed-upon MISO models, which depend on either weather or prior usage patterns.

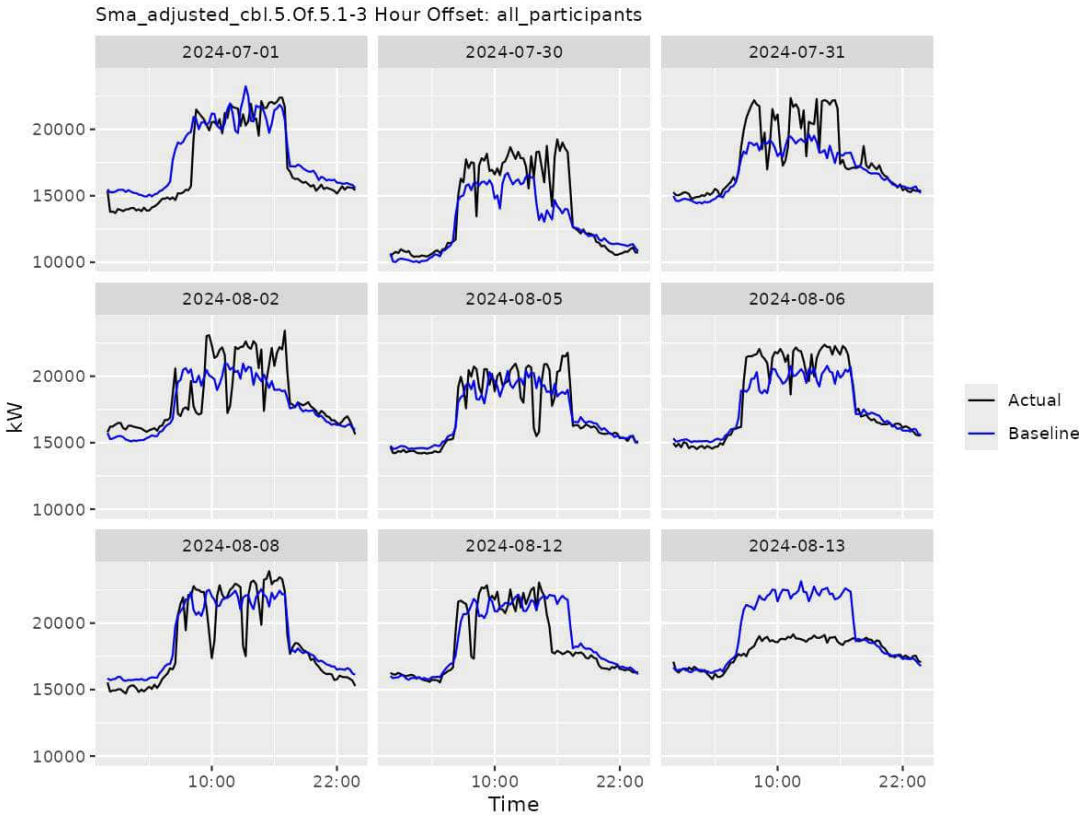


FIGURE 16-1 PROXY DAY LOAD SHAPES

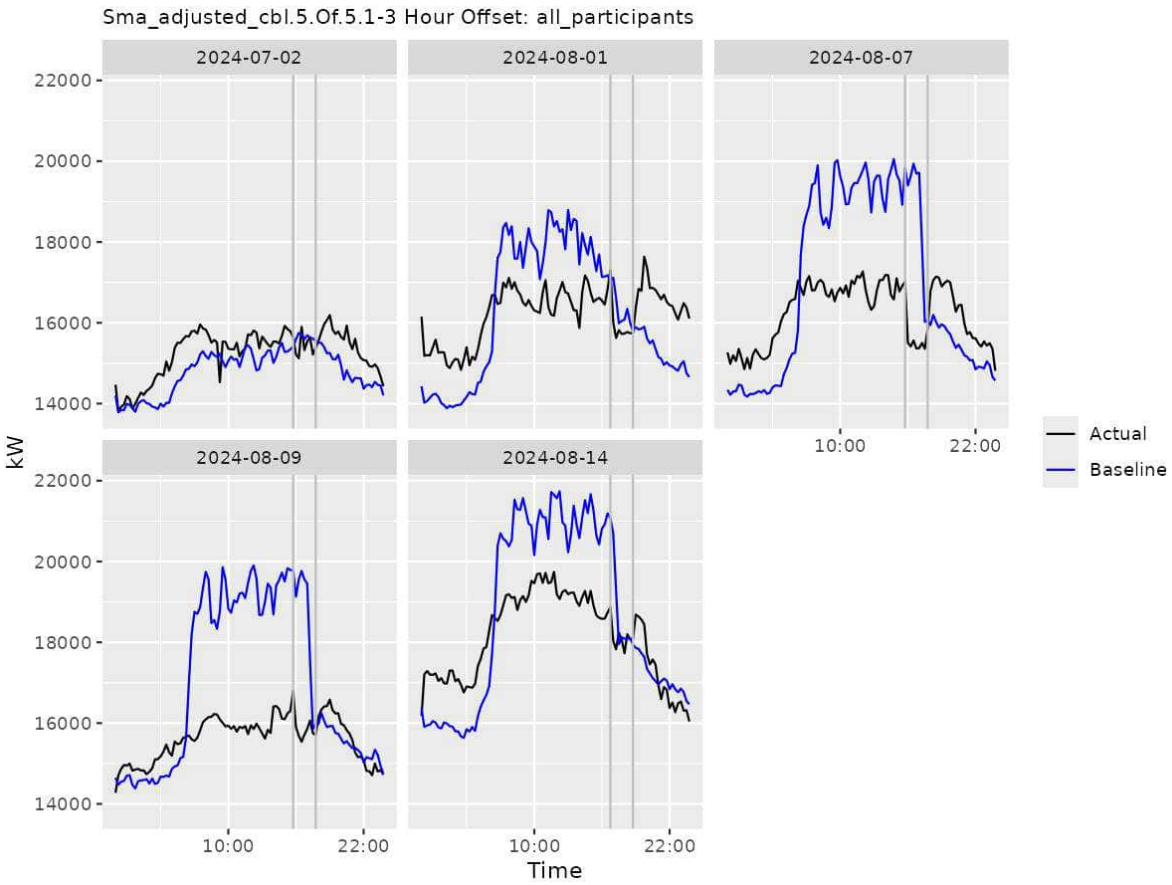


FIGURE 16-2 EVENT DAY LOAD SHAPES

The Evaluators estimated bias and error for the Evaluators' MISO models across all sites and when applied on a site-specific basis and selecting for the model with the lowest bias (shown as the "SMA Adjusted CBL 5-of-5"). In addition, the Evaluator estimated and verified Honeywell's *Ex Ante* model for all sites. As shown in the table below, the Evaluator's baseline model performed the best by having the lowest absolute bias. The Evaluator determined that the method of additive adjustment for Honeywell's CBL model does not match the approved adjustment factors in the MISO protocols which only allow for multiplicative or weather-sensitive adjustments[19].

[19] Per MISO, the offset factor must also begin three hours prior to the event start time, whereas Honeywell's utilizes a one hour offset factor beginning two hours prior to the event start time.

TABLE 16-9 MODEL FIT

Model	Follows MISO Protocols	RRMSE	RMSE	Bias	Best Fit Model (Lowest Absolute Bias)
SMA Adjusted CBL 5-of-5	X	0.097	46.555	-0.45%	X
WSA Adjusted CBL 10-of-10	X	0.188	113.942	-3.22%	
SMA Adjusted CBL 10-of-10	X	0.165	99.710	-2.76%	
Mixed Model CBL (site-specific)	X	0.103	52.050	-0.86%	
WSA Adjusted CBL 5-of-5	X	0.113	54.357	-0.91%	
Unadjusted CBL 5-of-5	X	0.125	60.062	-2.78%	
Honeywell CBL 10-of-10 Additive Adjustment (2-Hour Offset)		0.125	62.037	8.98%	
Unadjusted CBL 10-of-10	X	0.215	129.708	-6.96%	

The table below shows the expected savings, verified savings and realization rate for the program. The realization rate of kWh is 92% because the *ex-ante* Honeywell baselines had large positive bias on proxy days and the Honeywell baselines were higher than any of the *ex post* MISO models.

TABLE 16-10 VERIFIED GROSS IMPACTS

Measure	Expected kWh	Expected kW	Verified Gross kWh	Verified Gross kW	Realization Rate kWh	kW Realization Rate
DR Participation	43,300	2,925.90	39,961	2,494.77	92%	85%

16.4.2 NET IMPACT

The NTG is assumed to be 100% for demand response programs.

Program results can be found in tables in Section 16.1.

16.4.3 PROCESS FINDINGS

The Evaluators conducted a limited process evaluation of the Large C&I Demand Response program in PY14.

16.4.3.1 Staff and Implementer Interviews

The following section summarizes key findings from in-depth interviews with two ENO program staff and three Honeywell staff members. ENO staff participated in one interview, while Honeywell staff participated in a separate interview. The Honeywell interviewees included the former Program Manager, the new Program Manager, and the Outreach Manager.

These interviews aimed to gather insights into the design and operations of the Large C&I Demand Response Program, as well as the successes and challenges experienced during PY14. Each interview lasted approximately 30 minutes and was conducted via Microsoft Teams. With participant permission, evaluators recorded all interviews.

The following narrative presents a summary of these discussions.

16.4.3.1.1 *Program Description and Implementation*

The Large C&I Demand Response (Large C&I DR) program is designed to help reduce the strain on the electric grid during periods of peak demand. The automated program is free, flexible, and easy to use. The program provides performance-based incentives; participants receive $50 for every kW saved. Participants reduce energy load by adjusting building temperatures, pumps, and drivers. Curtailed systems may include HVAC, lighting, industrial processes, or any other applicable end-use.

PY14 witnessed minimal changes to the Large C&I DR program. Program staff continue to recruit, market to, and enroll program participants. When beginning a new project, program staff conduct a demand response survey to understand their clients' operational restrictions and typical utility usage. From there, they can make calculations that predict how much energy the customers can reduce during peak events. Customers then sign up for specific kilowatt reduction goals that they can meet over the course of the peak demand events. The program is completely voluntary; customers can opt out of events at any time.

Customers typically receive a notification about 24 hours in advance of an upcoming event. Since the program is automated, energy usage is automatically reduced once the event begins unless the customer opts out. Events generally last 2–3 hours and occur during heat waves or other predictable high-demand periods. Participants are informed at enrollment that they can expect between 4–8 events per year.

While some customers initially express concerns about comfort during events, staff note that the setpoint adjustments are minimal, and most participants do not notice a difference. To further ease concerns, program staff encourage customers to plan ahead and practice pre-cooling before an event. Staff emphasize that this is not an energy savings program but a load-shifting, demand reduction program designed to alleviate stress on the grid during peak periods.

At the end of each season, participants receive a report that summarizes their energy usage and load shifting so they can make more informed changes moving forward.

16.4.3.1.2 *Marketing*

Program marketing consists of word-of-mouth, handouts, information on the website, lunch-n-learns, and industry presentations. Staff note that word of mouth accounts for most of their recruitment. Honeywell manages all program marketing, communicating for account managers to help with scheduling and logistics.

16.4.3.1.3 *Program Progress*

As of the Fall 2024 interview, 23 customers had enrolled in the program, with three additional customers in the enrollment pipeline.

Program staff identified staff turnover within participating companies as one of the biggest barriers to engagement and participation. Additionally, some companies occupy older buildings, making it more challenging to achieve energy savings.

16.5 Data Tracking Review

The following points summarize key observations from the review of the AMI data:

- Time Discrepancies: Evaluators observed that the recorded timestamps for a subset of sites were captured in different time zones, leading to inconsistencies.

- Missing Site Information: Certain sites contained only partial data for the event dates, while others had gaps in their recorded data, further affecting the completeness and reliability of the analysis.
- Incomplete Data: Certain sites contained only partial data for the event dates, while others have gaps in their recorded data, further impacting the completeness and reliability of the analysis.

To enhance data tracking and consistency, evaluators recommend implementing a standardized procedure that ensures data extraction for all sites within the same time frame, time zone, usage metrics, baseline values, and unit of measurement for each program year.

16.6 Findings and Recommendations

The following summarizes the key findings and conclusions from the PY14 evaluation.

- Utilization of Hourly Interval AMI Data: Throughout PY14, the evaluation capitalized on hourly interval AMI data across all sites, ensuring comprehensive data coverage for robust analysis and evaluation.
- Enrollment Goals and Performance: The program achieved 28% of the demand target in PY14.
- Recruitment Strategies: Program recruitment primarily relies on word-of-mouth referrals, underscoring the significance of personal recommendations and positive experiences in driving participation. Additionally, program marketing initiatives encompass a range of strategies, including the distribution of informative handouts, dissemination of program details through the official website, hosting of educational sessions such as lunch-n-learns, and active participation in industry presentations. Staff members acknowledge the paramount role played by word of mouth in recruitment efforts, highlighting its effectiveness in fostering program engagement and participation within the target audience.
- Stable Program Operations & Recruitment Challenges: The Large C&I DR program remained largely unchanged in PY14, with ongoing participant recruitment and engagement efforts. While 23 customers were enrolled, staff turnover within participating companies and the challenges of older building infrastructure were identified as barriers to participation.
- Automated Demand Response & Minimal Comfort Impact: The program operates automatically once customers are enrolled, with most participants not experiencing noticeable comfort disruptions. Staff emphasize that this is a load-shifting program, not an energy savings program, and encourage participants to use pre-cooling strategies before events.

The following summarizes key recommendations after completing the PY14 evaluation.

- Strengthen Collaborative Partnerships: It is recommended that the program continues to foster relationships with other C&I programs. Leveraging partnerships with other C&I initiatives can serve as an effective strategy for identifying and recruiting potential customers interested in participating in the demand response program. Collaborative efforts can enhance outreach and engagement efforts, ultimately expanding the program's reach and impact within the C&I sector.
- Conduct Educational Workshops: Consider organizing educational workshops focused on demand response for both prospective and current customers. Many customers face challenges in comprehending incentive structures and program mechanics related to demand response initiatives. Therefore, conducting educational workshops can address these knowledge gaps and provide customers with valuable insights into baseline measurement methodologies, the overall EM&V process, and the

estimation of potential benefits. By enhancing customer understanding, these workshops can contribute to improved retention rates, particularly for key accounts that contribute significantly to kW reductions.

- Implement Cross-Promotion Strategies: Explore opportunities to cross-promote the Large C&I Demand Response program with relevant projects under the Large C&I Solutions umbrella. Large C&I Solutions initiatives often involve customer engagements centered on building commissioning or the deployment of building automation systems (BAS). Capitalizing on these engagements presents an ideal scenario to advocate for the registration of BAS-covered systems for demand response load shedding rebates. By aligning incentives and highlighting the synergies between demand response and BAS implementation, businesses can be incentivized to actively participate in demand response activities, thus furthering energy efficiency objectives and maximizing program impact.
- Strengthen Customer Retention Strategies: Given the impact of staff turnover at participating companies, develop materials tailored for new facility managers or sustainability officers to ensure continuity in program participation.
- Expand Targeted Outreach: Identify industries or business types with higher flexibility for load shifting and tailor recruitment efforts, such as direct outreach to large facilities with existing energy management systems

17 SMALL C&I SOLUTIONS

17.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable. Additionally, the tables above represent evaluation findings for each measure, whereas the analysis described in this chapter summarize the findings of the evaluation by type (e.g., OLM, kit, etc.) and by stratum.

TABLE 17-1 PY13 SMALL C&I SOLUTIONS ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Savings (kWh)	NTG	*Ex Post* Net Savings (kWh)
AC Tune Up	1,487,427	87.5%	1,301,652	95.8%	1,247,553
Advanced Power Strip	6,365	100.0%	6,367	95.8%	6,102
Assessment	0	N/A	0	95.8%	0
BMS	136,746	N/A	117,641	95.8%	112,751
CCx	951,915	98.2%	934,832	95.8%	895,978
Chiller	43,450	65.3%	28,390	95.8%	27,210
Door Closer	24,636	95.7%	23,571	195.8%	46,162
Door Gasket	234,443	96.2%	225,475	95.8%	216,104
ECM	4,824	101.1%	4,879	95.8%	4,677
Faucet Aerator	9,013	99.9%	9,008	95.8%	8,633
HVAC	94,995	99.7%	94,710	95.8%	90,773
LED EXIT Sign	10,883	97.9%	10,659	95.8%	10,216
LED Fixture	433,531	97.1%	421,041	95.8%	403,542
LED Lamp	194,214	85.4%	165,874	95.8%	158,980
Lighting Controls	846	100.0%	846	95.8%	811
Linear LED	864,746	94.5%	817,064	95.8%	783,105
Smart Thermostat	43,011	96.7%	41,612	95.8%	39,882
Strip Curtain	3,606	98.5%	3,551	95.8%	3,403
TA Bonus	0	N/A	0	95.8%	0
VFD	25,930	97.9%	25,395	95.8%	24,339
Total	**4,570,580**	**92.6%**	**4,232,566**	**95.8%**	**4,056,652**

Sums may differ due to rounding.

TABLE 17-2 PY14 SMALL C&I SOLUTIONS DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand (kW)	Realization Rate (kW)	*Ex Post* Gross Demand (kW)	NTG	*Ex Post* Net Demand (kW)
AC Tune Up	510.99	87.0%	444.57	95.8%	426.09
Advanced Power Strip	0.00	N/A	0.00	95.8%	0.00
Assessment	0.00	N/A	0.00	95.8%	0.00
BMS	0.00	N/A	0.00	95.8%	0.00

CCx	0.00	N/A	0.00	95.8%	0.00
Chiller	31.88	61.4%	19.59	95.8%	18.77
Door Closer	3.40	95.9%	3.26	195.8%	6.38
Door Gasket	26.72	96.3%	25.73	95.8%	24.66
ECM	0.55	97.5%	0.54	95.8%	0.52
Faucet Aerator	1.92	98.5%	1.89	95.8%	1.81
HVAC	11.58	100.5%	11.64	95.8%	11.15
LED EXIT Sign	0.96	100.0%	0.96	95.8%	0.92
LED Fixture	49.12	96.9%	47.62	95.8%	45.64
LED Lamp	48.80	85.3%	41.62	95.8%	39.89
Lighting Controls	0.07	101.0%	0.07	95.8%	0.07
Linear LED	206.60	94.2%	194.51	95.8%	186.43
Smart Thermostat	0.00	N/A	0.00	95.8%	0.00
Strip Curtain	0.49	99.6%	0.49	95.8%	0.47
TA Bonus	0.00	N/A	0.00	95.8%	0.00
VFD	0.50	100.0%	0.50	95.8%	0.48
Total	**893.58**	**88.7%**	**792.98**	**95.8%**	**760.02**

Sums may differ due to rounding.

TABLE 17-3 PY14 SMALL C&I SOLUTIONS LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
AC Tune Up	3	3,904,956	3,742,658
Advanced Power Strip	10	63,671	61,025
Assessment	1	0	0
BMS	15	1,764,613	1,691,272
CCx	5	4,674,159	4,479,891
Chiller	20	567,801	544,202
Door Closer	8	188,568	180,731
Door Gasket	4	901,901	864,416
ECM	15	73,190	70,148
Faucet Aerator	10	90,077	86,333
HVAC	15	1,420,647	1,361,602
LED EXIT Sign	15	159,880	153,235
LED Fixture	15	6,315,616	6,053,126
LED Lamp	15	2,488,104	2,384,694
Lighting Controls	8	6,768	6,487
Linear LED	15	12,255,966	11,746,582
Smart Thermostat	11	457,728	438,704
Strip Curtain	5	17,754	17,017
TA Bonus	1	0	0
VFD	15	380,922	365,090
Total	**8.4**	**35,732,322**	**34,247,212**

Sums may differ due to rounding.

TABLE 17-4 PY14 SMALL C&I SOLUTIONS COUNT OF MEASURES AND INCENTIVE SPEND

Measure	Participation (Count of Measures)	Incentive Spend ($)
AC Tune Up	3,225	$198,643
Aerator	16	$102
APS	104	$1,857
Assessment	218	$35,040
BAS	2	$20,512
Chiller	171	$8,570
Door Closer	45	$2,605
Door Gaskets	4,761	$35,353
ECM	6	$600
HVAC	146	$11,982
LED EXIT Sign	12	$264
LED Fixture	189	$55,074
LED Lamp	1,349	$8,957
Lighting Controls	1	$316
Linear LED	10,423	$201,328
Pumps	1	$2,255
Smart Thermostats	93	$16,187
Strip Curtains	74	$535
Unspecified	14	$103,316
VFD	1	$1,071
Total	**20,851**	**$704,568**

Sums may differ due to rounding.

17.2 Program Description

The Small C&I Solutions program provides higher incentives to small business owners to help overcome the first-cost barrier that small businesses face in adopting energy efficiency improvements. By offering enhanced financial incentives, the program generates significant cost-effective energy savings for small businesses using added market-segmented strategies that encourage the adoption of diverse efficiency measures in target sub-sectors.

The incentives provided are summarized below in the table below.

TABLE 17-5 SUMMARY OF OFFERING INCENTIVES

Measure	Incentive
Prescriptive	$ per unit
Custom Lighting	$0.15 per kWh Saved
Custom Non-Lighting	$0.15 per kWh Saved

The offering is designed to provide small business owners with energy efficiency information and develop awareness of energy and non-energy benefits of energy efficiency. The information helps small business customers invest in energy efficient technologies and help overcome high “first costs.” It is intended to increase awareness of the latest energy efficient technologies available to small business customers. Through the offering, a network of trade allies was developed that work specifically with small business customers. The offerings provide the tools and training for trade allies to quantify the energy savings and incentives for small business customers.

This year, staff are very pleased with their more streamlined application process and having more outreach staff on-hand to help walk participants through the application process. Additionally, staff noted that ENO is forwarding project leads or requests for program information, which has been helpful in increasing program participation and program awareness. Also, being able to return to in-person engagement this year has also attributed to the program successes.

17.2.1PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

The evaluation approach for PY14 included the following activities: database review, desk review, site visits, participant surveys and staff interviews.

A total of 361 projects were completed across PY14. The figure below shows the contribution to savings by offering as part of the overall expected savings.

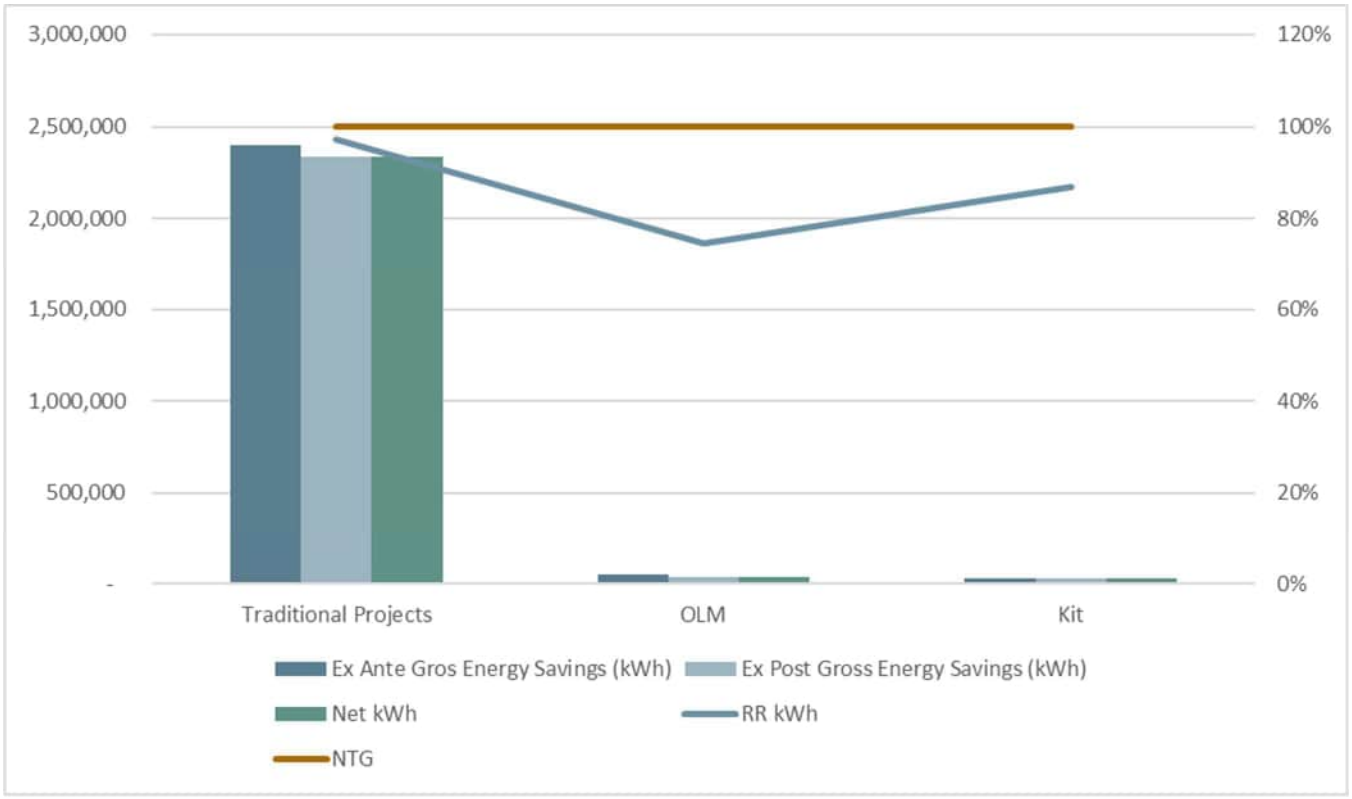


FIGURE 17-1 SAVINGS BY PROJECT TYPE

17.2.2 TIMING OF PROJECTS

Expected energy savings and the month in which the project was closed out are shown in the figures below.

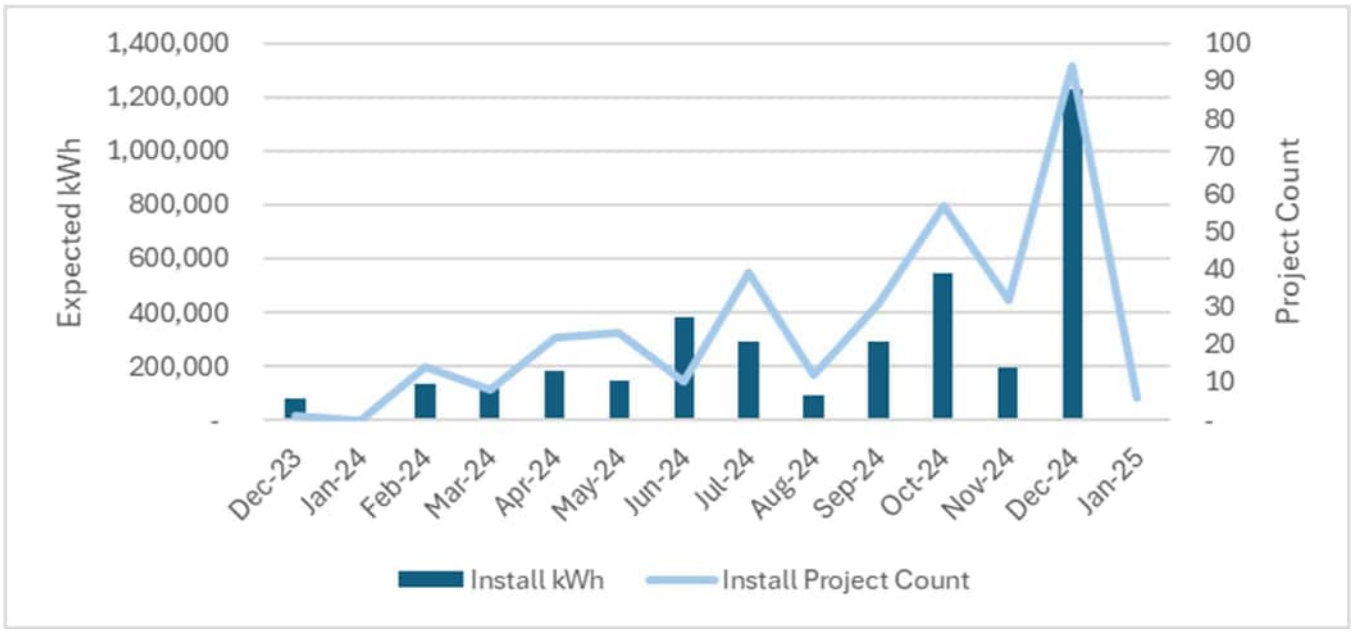


FIGURE 17-2 SMALL C&I SOLUTIONS MONTHLY PROGRAM PAYMENT

Six projects had a completion date listed as January of 2024. Project close outs happened in 2024 (final invoices, payments, etc.) but all installation work was completed by December 31, 2023 with the exception of one project with an installation date noted as being in December of 2023.

17.2.3TRADE ALLIES

In PY14, the program saw projects completed by 37 different trade allies. The below table shows trade ally activity.

TABLE 17-6 SMALL C&I SOLUTIONS TRADE ALLY ACTIVITY

Trade Ally	Ex Ante kWh	Project Count	Ex Ante kWh %
Trade Ally 1	849,030	223	18.6%
Trade Ally 2	81,624	1	1.8%
Trade Ally 3	55,122	1	1.2%
Trade Ally 4	472	2	0.0%
Trade Ally 5	20,733	3	0.5%
Trade Ally 6	10,833	1	0.2%
Trade Ally 7	4,431	2	0.1%
Trade Ally 8	75,272	7	1.6%
Trade Ally 9	12,943	6	0.3%
Trade Ally 10	807	1	0.0%
Trade Ally 11	68,087	1	1.5%
Trade Ally 12	12,100	8	0.3%
Trade Ally 13	7,139	1	0.2%
Trade Ally 14	43,450	1	1.0%
Trade Ally 15	18,653	10	0.4%
Trade Ally 16	272,052	14	6.0%
Trade Ally 17	885	1	0.0%
Trade Ally 18	77,597	15	1.7%
Trade Ally 19	1,817	1	0.0%
Trade Ally 20	5,786	1	0.1%
Trade Ally 21	568	1	0.0%
Trade Ally 22	714,297	41	15.6%
Trade Ally 23	280,699	48	6.1%
Trade Ally 24	17,519	3	0.4%
Trade Ally 25	82,559	1	1.8%
Trade Ally 26	439,313	4	9.6%
Trade Ally 27	60,278	4	1.3%
Trade Ally 28	13,147	1	0.3%

Trade Ally 29	10,883	1	0.2%
Trade Ally 30	920,365	15	20.1%
Trade Ally 31	36,354	1	0.8%
Trade Ally 32	4,206	1	0.1%
Trade Ally 33	9,216	1	0.2%
Trade Ally 34	76,044	1	1.7%
Trade Ally 35	18,791	1	0.4%
Trade Ally 36	5,390	2	0.1%
Trade Ally 37	4,824	1	0.1%

17.2.4GOAL ACHIEVEMENT

The total verified savings and percentage of goals for the program are summarized in the table below.

TABLE 17-7 SMALL C&I SOLUTIONS SUMMARY OF GOAL ACHIEVEMENT

Ex post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex post* Gross Energy Savings (kWh)	*Ex post* Gross Savings (kW) Target	% to kW Target	*Ex post* Gross Savings (kW)
6,349,948	66.7%%	4,232,566	1,112.00	71.3%	792.98

17.3 EM&V Methodology

Evaluation of the offering requires the following:

- Stratified Random Sampling (as detailed in section Stratified Sampling by selecting large saving sites with certainty).
- The Evaluators conducted eight site visits for the Small C&I solutions Program.
- Where custom project hours were used, publicly-available facility hours or phone calls were made to project contacts to verify schedules.
- Gross savings were estimated using proven techniques, including engineering calculations using industry standards and verification of computer simulations developed by program trade allies to determine energy savings.
- Interviewing of program participants and trade allies.

17.3.1SITE VISITS

To approach the impact evaluation, data was collected through review of program materials and on-site inspections were performed to inform savings calculations. Based on data provided by staff, sample designs were developed for the impact evaluation.

The on-site inspection was used to help verify installations and to determine any changes to the operating parameters since the measures were first installed. Lighting projects made up 39.9% of total expected savings. The Evaluators verified that NO TRM V7.0 lighting hours of operation had been correctly assigned by space type. Projects were deemed analyzed using the methods described in the NO TRM V7.0, Section D.6.2 and 3, Lighting Efficiency and Lighting Controls. Specific algorithms for lighting savings and an explanation of deemed inputs are below.

17.3.2 LIGHTING SAVINGS CALCULATIONS

$$kWh_{savings} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times AOH \times IEF_E$$

$$kW_{savings} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times CF \times IEF_D$$

Where:

Nfixt(i), pre = Pre-retrofit number of fixtures of type i

Nfixt(i), post = Post-retrofit number of fixtures of type i

Wfixt(i), pre = Rated wattage of pre-retrofit fixtures of type i (Standard Wattage Table, Appendix E pages C-323 to C-475)

Wfixt(i), post = Rated wattage of post-retrofit fixtures of type i (Appendix E)

CF = Peak demand coincidence factor (TRM Table 227, pages C-294 to C-295)

AOH = Annual operating hours for specified space type (TRM Table 227, pages C-294 to C-295)

IEFD = Interactive effects factor for demand savings (TRM Table 228, page C-296)

IEFE = Interactive effects factor for energy savings (TRM Table 228, page C-296)

17.3.2.1 Sample Design

Sampling for evaluation of the program was developed using the Stratified Random Sampling procedure detailed in section Stratified Sampling. This procedure provides 90% confidence and +/- 10% precision with a significantly reduced sample than simple random sampling would require by selecting the highest saving facilities with certainty, thereby minimizing the variance that non-sampled sites can contribute to the overall results.

The participant population for the offering was divided into four strata. The strata boundaries, sample frames and sample statistics are in Table 17-8 below.

TABLE 17-8 PROGRAM SAMPLE DESIGN

	Stratum 1	Stratum 2	Stratum 3	Stratum 4	Totals
Strata boundaries (kWh)	< 6,500	6,501 - 20,000	20,001 - 60,000	60,001 - 200,000	> 200,001
Number of projects	212	100	28	20	1
Total kWh savings	559,351	1,148,621	931,729	1,605,123	325,757
Average kWh Savings	2,638	11,486	33,276	80,256	325,757
Standard deviation of kWh savings	1,710	3,438	12,112	28,512	#DIV/0!
Coefficient of variation	0.648	0.299	0.364	0.171	0.000
Final design sample	**12**	**9**	**4**	**3**	**1**

TABLE 17-9 EXPECTED SAVINGS FOR SAMPLED/NON-SAMPLED PROJECTS BY STRATUM

Stratum	Sample Expected Savings	Total Expected Savings
1	23,448	558,878
2	105,748	1,148,621
3	97,140	931,729
4	278,297	1,605,123
5	325,757	325,757
Total	**830,390**	**4,570,108**

The achieved sampling precision was ±9.40% at 90% confidence.

To determine gross realization rates, the Evaluators performed a literature review to determine ISRs. The tables below shows the literature review results per measure.

17.4 Evaluation Findings

17.4.1 GROSS IMPACT FINDINGS

17.4.1.1 Traditional Project Realization

The Evaluators reviewed all project documentation, including invoices, spec sheets and site photos to verify the installation of the equipment. Energy and demand reduction calculations were reviewed to verify that they were consistent with the NO TRM and that all inputs were appropriate. Changes and corrections between *ex ante* and *ex post* savings estimates were documented and realization rates based on verified savings were developed for each site. The realization rates for sites within each stratum were then applied to the non-sampled sites within their respective stratum.

TABLE 17-10 EXPECTED AND VERIFIED SAVINGS BY SAMPLED PROJECT

Project ID(s)	End Use	Ex Ante Gross Energy (kWh)	Ex Post Gross Energy (kWh)	Realization Rate
159332-2024-W4M0	Linear LED	448	403	90.0%
CIP_945	HVAC	652	425	65.2%
CIP_942	Door Gasket	705	705	100.0%
CIP_987	HVAC	807	672	83.3%
165184-2024-J7W0	LED Lamp	940	1,221	129.9%
164654-2024-C7Y1	Smart Thermostat	944	941	99.7%
164649-2024-F3S7	Smart Thermostat	994	915	92.1%
165183-2024-T0F9	Smart Thermostat	1,522	1,308	85.9%
169412-2024-W8X0	Smart Thermostat	2,936	3,212	109.4%
169165-2024-B0Z1	Smart Thermostat	3,027	3,313	109.4%
165623-2024-S6J1	LED Lamp	5,115	5,542	108.3%
CIP_975	AC Tune Up	5,358	5,060	94.4%
163420-2024-P0N1	Linear LED	7,307	7,307	100.0%
163419-2024-H3X2	Smart Thermostat	7,455	7,463	100.1%
161287-2024-Z1T3	Linear LED	7,796	7,796	100.0%
CIP_995	AC Tune Up	9,757	8,365	85.7%

162480-2024-H5G6	LED Lamp	10,785	10,014	92.9%
CIP_963	Linear LED	11,712	11,712	100.0%
CIP_931	LED Fixture	13,147	13,147	100.0%
CIP_910	VFD	18,791	18,765	99.9%
CIP_928	Linear LED	18,998	18,998	100.0%
159331-2024-L4L9	LED Lamp	21,275	21,275	100.0%
162741-2024-R8L0	LED Lamp	22,122	13,425	60.7%
159994-2024-C4W1	Smart Thermostat	26,604	24,371	91.6%
CIP_981	AC Tune Up	27,139	4,400	16.2%
CIP_936	CCx	76,044	76,044	100.0%
CIP_918	Linear LED	82,559	82,559	100.0%
190842-2025-H8W5	Linear LED	119,694	119,694	100.0%
CIP_998	LED Fixture	325,757	327,961	100.7%
Totals:		**830,389**	**797,013**	**96.0%**

TABLE 17-11 SUMMARY OF KWH SAVINGS BY SAMPLE STRATUM

Stratum	Sample *Ex Ante* Gross Energy Savings (kWh)	Sample *Ex Post* Gross Energy Savings (kWh)	Stratum Realization Rate
1	23,448	**558,878**	**565,290**
2	105,748	**1,148,621**	**1,124,932**
3	97,140	**931,729**	**608,789**
4	278,297	**1,605,123**	**1,605,123**
5	325,757	**325,757**	**327,960**

17.4.1.2 Causes of Variance in Realization

Some sampled projects used annual hours of lighting operation and peak CF that were not correct for the space type. Verified savings calculations reflect hours of use and peak CF specific to the type of space the lamps were installed in, resulting in slightly different verified savings estimates. The largest cause of variance in realization rate was in baseline fixture wattages used in the ex-ante analysis. The *ex ante* estimates were calculated using an average wattage range that was on average higher than the wattages of the actual baseline equipment which is what was used in the *ex post* analysis. The table below shows projects with a realization rate that is ±10% from 100% and the cause of the variance in savings.

TABLE 17-12 CAUSES OF VARIANCE IN PROJECT SAVINGS

Project ID(s)	Expected kWh Savings	Verified kWh Savings	Realization Rate	Causes of Variance in Savings
159332-2024-W4M0	448	403	90.0%	Ex ante analysis uses nominal lighting fixture wattage, but ex post calculations include ballast factor.
CIP_945	652	425	65.2%	The ex ante analysis used and IEER baseline of 14.7 and an EER baseline of 11.1, as well as a cooling capacity equal to 12,000. In ex post calculations, these values were changed to 14.8, 11.2 and 118,000, respectively to reflect TRM baselines

				and AHRI-rated capacity. After correcting these inputs, resulting savings are 65.2% of expectations.
CIP_987	807	672	83.3%	The ex ante analysis used and IEER baseline of 14.7 and an EER baseline of 11.1, and IEER and EER post values.In ex post calculations, these values were changed to 14.8, 11.2, respectively to reflect TRM baselines. After correcting these inputs, resulting savings are 83.3% of expectations.
165184-2024-J7W0	940	1,221	129.9%	The ex-post calculator used the fixture/lamp types and quantities provided and prescriptive TRM values for the AOH, IEF_E, IEF_D, CF, and baseline wattage. Ex-Ante analysis used system wattage inclusive of ballast factors. Ex-Post analysis uses prescriptive wattage for nominally 40W LF lamps with magnetic ballasts (ballast type specified in Ex-Ante)
164649-2024-F3S7	994	915	92.1%	The ex-post analysis used verified capacities and efficiencies of the HVAC equipment, whereas ex ante savings were estimated using deemed inputs from the TRM.
165183-2024-T0F9	1,522	1,308	85.9%	The ex-post analysis used verified capacities and efficiencies of the HVAC equipment, whereas ex ante savings were estimated using deemed inputs from the TRM.
169412-2024-W8X0	2,936	3,212	109.4%	The ex-post calculator used the fixture/lamp types and quantities provided and prescriptive TRM values for the AOH, IEFE, IEFD, CF, and baseline wattage. Ex-Ante analysis used system wattage inclusive of ballast factors.
169165-2024-B0Z1	3,027	3,313	109.4%	The ex-post calculator used the fixture/lamp types and quantities provided and prescriptive TRM values for the AOH, IEFE, IEFD, CF, and baseline wattage. Ex-Ante analysis used system wattage inclusive of ballast factors.
165623-2024-S6J1	5,115	5,542	108.3%	The ex-post calculator used the fixture/lamp types and quantities provided and prescriptive TRM values for the AOH, IEFE, IEFD, CF, and baseline wattage. Ex-Ante analysis used system wattage inclusive of ballast factors.
CIP_975	5,358	5,060	94.4%	Ex-Ante analysis did not include a PF in their power calculation and therefore is not valid to calculate EER. Ex-post used the TRM method assuming evaporator and condenser cleaning w/o refrigerant recharge.
CIP_995	9,757	8,365	85.7%	Ex-Ante method did not include a PF in their power calculation and therefore is not valid to calculate EER. Ex-post used the TRM method assuming evaporator and condenser cleaning w/o refrigerant recharge.
162480-2024-H5G6	10,785	10,014	92.9%	Ex ante calculations used a baseline wattage which did not account for the EISA backstop. This baseline was changed form 60W to 43W, lower project realization.
162741-2024-R8L0	22,122	13,425	60.7%	All lighting items used outdated baseline wattages which did not account for EISA baselines.
159994-2024-C4W1	26,604	24,371	91.6%	The ex-post calculator used the fixture/lamp types and quantities provided and prescriptive TRM values for the AOH, IEFE, IEFD, CF, and baseline wattage. Ex-Ante analysis used system wattage inclusive of ballast factors.
CIP_981	27,139	4,400	16.2%	Ex-Ante method did not include a PF in their power calculation and therefore is not valid to calculate EER. Ex-post used the

				TRM method assuming evaporator and condenser cleaning w/o refrigerant recharge.

17.4.1.3 Realization of Traditional Projects

Using the realization rates presented in Table 17-13, the Evaluators extrapolated results from sampled sites to non-sampled sites in developing offering-level savings estimates. Table 17-13 presents results by stratum.

TABLE 17-13 REALIZATION BY STRATUM

Strat.	# Sites	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	RR kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	RR kW
1	211	558,878	565,290	101.1%	151.76	147.96	97.49%
2	100	1,148,621	1,124,932	97.9%	281.77	281.90	100.04%
3	28	931,729	608,789	65.3%	256.47	157.58	61.44%
4	20	1,605,123	1,605,123	100.0%	162.15	163.84	101.04%
b	1	325,757	327,960	100.7%	41.43	41.71	0.00%
Total	**360**	**4,570,108**	**4,232,094**	**92.6%**	**893.58**	**792.98**	**88.74%**
Totals do not include OLM items.							

17.4.1.4 Online Marketplace Realization

Savings from the OLM were analyzed separately from the stratified sample of traditional projects and kits. Results are as follows.

TABLE 17-14 OLM PURCHASES SAVINGS BY MEASURE

Measure	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	RR kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	RR kW
Smart Thermostat	472	472	100%	-	-	NA
Totals	**472**	**472**	**100%**	**-**	**-**	**NA**

TABLE 17-15 VERIFIED SAVINGS

Project Type	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	RR kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	RR kW
Custom & Prescriptive Projects	4,570,108	4,232,094	92.6%	893.58	792.98	88.7%
OLM	472	472	100.0%	-	-	N/A
Total	**4,570,580**	**4,232,566**	**92.6%**	**893.58**	**792.98**	**88.7%**

The overall verified energy savings is 4,311,554 kWh and the peak demand reduction is 818.08 kW resulting in realization rates of 94.3% and 91.6% respectively.

17.4.1.5 Avoided Replacement Cost

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarize the ARC by measure in Small C&I Solutions.

Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 17-16 SUMMARY OF ARC FOR SMALL C&I SOLUTIONS

Measure	*Ex Post* Gross ARCs ($)	*Ex Post* Net ARCs ($)
AC Tune Up	$0	$0
Advanced Power Strip	$0	$0
Assessment	$0	$0
BMS	$0	$0
CCX	$0	$0
Chiller	$0	$0
Door Closer	$0	$0
Door Gasket	$0	$0
ECM	$0	$0
Faucet Aerator	$0	$0
HVAC	$0	$0
LED EXIT Sign	$0	$0
LED Fixture	$8,065	$7,730
LED Lamp	$0	$0
Lighting Controls	$0	$0
Linear LED	$33,875	$32,467
Smart Thermostat	$0	$0
Strip Curtain	$0	$0
TA Bonus	$0	$0
VFD	$0	$0
Total	**$41,940**	**$40,196**

Sums may differ due to rounding.

17.4.2 NET IMPACT FINDINGS

An average of participant survey responses from the PY12 and PY13 evaluations were used to estimate the net savings of the program. The net-to-gross ratio was 95.8%.

17.4.2.1 Net Savings Results

Net savings by measure can be found in Section 16.1 Summary.

17.4.2.2 Program Activity

In PY14, the offering had an expected energy savings of 4,570,108 kWh and an expected peak demand reduction of 896.58 kW. The expected savings are the result of three distinct delivery channels within the program, traditional retrofits (traditional), items purchased from the Energy Smart Online Market (OLM) Place. The count of participants and the expected savings from each channel is found in the table below.

TABLE 17-17 SMALL C&I SOLUTIONS SAVINGS EXPECTATION BY DELIVERY CHANNEL

Delivery Channel	Count of Project Components	*Ex Ante* Gross Energy Savings (kWh)	*Ex Ante* Gross Demand Reductions (kW)
Custom & Prescriptive Projects	360	4,570,108	893.58
OLM	1	472	0.00
Total	**361**	**4,570,580**	**893.58**

In PY13, the savings were largely made up of prescriptive measure offerings, which accounted for 70% of the expected energy savings. The measure counts below are off compared to the tables above as line items with no expected energy savings were included (incentive bonuses and the Hurricane Ida Relief Fund to increase incentives to customers).

TABLE 17-18 SMALL C&I SOLUTIONS SAVINGS EXPECTATION BY MEASURE TYPE

Project Component	Count of Measures	*Ex Ante* Gross Energy Savings (kWh)	Expected kW Savings	Percentage of Savings Contribution
AC Tune Up	3,225	1,487,427	510.99	33%
Advanced Power Strip	104	6,365	0.00	0%
Assessment	218	0	0.00	0%
BMS	2	136,746	0.00	3%
CCx	13	951,915	0.00	21%
Chiller	171	43,450	31.88	1%
Door Closer	45	24,636	3.40	1%
Door Gasket	4,761	234,443	26.72	5%
ECM	6	4,824	0.55	0%
Faucet Aerator	16	9,013	1.92	0%
HVAC	146	94,995	11.58	2%
LED EXIT Sign	12	10,883	0.96	0%
LED Fixture	189	433,531	49.12	9%
LED Lamp	1,349	194,214	48.80	4%
Lighting Controls	1	846	0.07	0%
Linear LED	10,423	864,746	206.60	19%
Smart Thermostat	93	43,011	0.00	1%
Strip Curtain	74	3,606	0.49	0%
TA Bonus	1	0	0.00	0%
VFD	2	25,930	0.50	1%
Total	**20,851**	**4,570,580**	**893.58**	

TABLE 17-19 SMALL C&I SOLUTIONS PARTICIPATION SUMMARY COMPARISON

Project Year	# Projects	*Ex Ante* Gross kWh	kWh per Project
PY14	361	4,570,580	12,661
PY13	291	2,486,454	8,544
PY12	281	4,249,756	17,964

17.4.3 PROCESS FINDINGS

The Evaluators conducted interviews with Small C&I Solutions staff, participants, and trade allies. The following sections summarize the findings.

17.4.3.1 Staff and Implementer Interviews

The following section summarizes key findings from in-depth interviews with two ENO program staff and two APTIM staff. ENO staff participated in one interview, while APTIM staff participated in a separate interview.

These interviews aimed to gather insights into the design and operations of the Small Commercial Solutions Program, as well as the successes and challenges experienced during PY14. Each interview lasted approximately 45 minutes and was conducted via Microsoft Teams. With participant permission, evaluators recorded all interviews. The following narrative presents a summary of these discussions.

17.4.3.1.1 *Program Description and Implementation*

The Small C&I Solutions program provides incentives to small business owners to help overcome the first-cost barrier that small businesses face in adopting energy efficiency improvements. By offering enhanced financial incentives, the program generates significant cost-effective energy savings for small businesses using added market-segmented strategies that encourage the adoption of diverse efficiency measures in target sub-sectors.

Staff indicated that, as in previous years, commercial programs continue to face challenges. They explained that annual program goals increase despite rising market saturation, making it increasingly difficult to meet targets.

Additionally, workforce shortages remain a concern, as highlighted in the PY13 nonparticipant trade ally focus groups. Staff also noted that many small businesses lack the upfront capital needed to invest in energy efficiency upgrades, further limiting program engagement.

17.4.3.1.2 *Program Changes*

In response to historically lagging participation, staff increased the programs' incentive amounts in PY14. Additionally, Entergy New Orleans and Aptim have adopted a stronger and more direct marketing strategy to recruit participants; rather than waiting for customers to reach out to them, implementation staff proactively search for potential projects and sending out trade allies for assessments and sales pitches. Although the trade ally network for this program is quite large, staff have focused on a core dozen or so trade allies who are most engaged to help with this direct recruitment.

Although introduced in PY13 rather than PY14, the Small Business Energy Assessment offering continues to expand. Staff reported strong interest from small business owners and are considering extending the offering to large commercial customers.

Similar to last year, the assessment includes a facility evaluation, free direct-install measures, and recommendations for larger upgrades. Staff highlighted that this offering has successfully increased participation in other programs, making it a valuable initial touchpoint for customer engagement.

Despite its success in its second year, staff identified opportunities for further growth, noting that awareness and cost barriers still limit participation.

Unlike previous years, the program did not offer an incentive bonus in the fourth quarter. Staff explained that the end-of-year bonus creates additional workload and encourages customers to delay submitting paperwork until the last quarter, leading to a backlog and increased stress in November and December.

17.4.3.1.3 *Trade Allies*

Entergy New Orleans has a commercial trade ally network of about 75-90 trade allies. Of these trade allies, there are about a dozen highly active market actors. In general, trade allies generate their own leads and are responsible for much of the program marketing. Program staff assign project leads that come through Entergy either via call center or direct install program, based on trade ally capacity and previous performance. Typically, the most active trade allies are offered project leads first to sustain their engagement.

17.4.3.1.4 *Challenges*

Staff noted that inflation continues to pose challenges for commercial programs. Many businesses—both small and large—have closed since COVID, while those that survived often struggle with cash flow issues. Additionally, ongoing supply chain disruptions make it difficult for customers to obtain necessary equipment in a timely manner.

Further complicating matters, the program approval process was delayed in PY14, postponing both the program launch and participant recruitment. Staff explained that they had no control over the approval process and were unable to begin their efforts until receiving official approval from the city council.

Program staff emphasized the ongoing challenges in meeting commercial program goals. Despite persistent year-over-year struggles, program targets continue to increase at a rate that outpaces population growth. As one staff member noted, *'We have not met our goal since 2019, yet the goals still increase every year.*'

Staff also highlighted challenges with the evaluation process that hinder program progress. In particular, the Option C requirement to distribute savings across multiple years makes it difficult to set long-term expectations, especially given that the program undergoes annual council approval.

Additionally, implementation staff continue to experience delays with Bluebox projects due to wait times and the requirement for pre- and post-tests by evaluators. While they acknowledge the importance of pre- and post-loggers, the lengthy installation process causes project delays. Lastly, staff noted that the lack of deemed lighting savings adds extra calculations and administrative work, further slowing project timelines.

17.4.3.1.5 *Successes*

Although implementation staff lamented the status of the commercial programs, indicating they continue to be the largest challenge across the portfolio, staff did identify some successes across the commercial programs in PY14. Firstly, staff applauded the success of the Small Business Energy Assessments, noting that this offering has resulted in increased engagement and program awareness across previously hard to reach customers. Additionally, program staff have strengthened relationships with some trade allies.

17.4.3.2 Participant Interviews

The Evaluators conducted six interviews with customers who participated in Small C&I Solutions to gain insight into customer satisfaction and feedback.

Table **17-20** displays respondents' firmographics.

TABLE 17-20 RESPONDENT FIRMOGRAPHICS

Program	Business Type	Employees
	Owner, Retail	Less than 5

Small Commercial & Industrial	Contractor, Lighting	51+
	Office Manager, Shipping	11-20
	Owner, Leased Property	Less than 5
	Owner, Coffee Shop	5-10
	Owner, Salon	Less than 5

17.4.3.2.1 *Program Strengths*

The Small Commercial & Industrial Solutions Energy Smart program received positive feedback from most businesses. They appreciated the ease of engagement, the financial benefits through rebates and energy savings, and the program's contribution to sustainability efforts. The program was seen as straightforward, cost-effective, and beneficial for businesses and the environment.

The program provides significant financial benefits through energy cost reductions and rebates. All six small businesses mentioned cost savings and rebates.

> *"It helped us do something we probably needed anyway and have Entergy foot the bill for it." – Office Manager, Shipping, Small Commercial & Industrial Solutions*

The program's efficient application and installation process was another highlight:

> *" I saw an email come through...They were there within two weeks, did everything within a day. It was super simple." – Office Manager, Shipping, Small Commercial & Industrial Solutions*

Additionally, three businesses valued the program's role in sustainability efforts

> *"We try to focus on sustainability as much as possible… Having that program as a second set of eyes to realize how many bulbs were still 10 years old in that building." – Owner, Coffee Shop, Small Commercial & Industrial Solutions*

17.4.3.2.2 *Program Challenges*

While the Small Commercial & Industrial Solutions Energy Smart program was well-received, some Businesses encountered challenges. The key issues included difficulties finding available certified electricians, limitations in program offerings for specific business needs, and delays in implementation. These hurdles sometimes prevented full participation or reduced the program's potential benefits.

Finding available electricians was a common issue:

> *" All the electricians in the program were booked out solid, so I couldn't use that program." - Owner, Leased Property, Small Commercial & Industrial Solutions*

Limited awareness also affected participation, with two businesses noting a lack of outreach:

> *"I went to the roundtable… and many people sitting at the table had no idea what the program was... I was shocked that not enough people had heard of it."*
> *– Owner, Coffee Shop, Small Commercial & Industrial Solutions*

Additionally, one business reported difficulty getting responses from Entergy when seeking assistance:

> *"I reached out, being like, hey, I can't get a hold of any electricians. What do I do? Oh, no response. Just minimal response."*
> *– Owner, Leased Property, Small Commercial & Industrial Solutions*

17.4.3.2.3 *Program Engagement Opportunities*

Businesses suggested several areas for improvement in the Small Commercial & Industrial Solutions Energy Smart program. The main recommendations focused on improving communication and outreach, assisting with program applications, and expanding the program's offerings. These suggestions aim to make the program more accessible, comprehensive, and efficient for a wider range of businesses.

Four of six small businesses mentioned increasing program awareness through better marketing.

> *"I wouldn't say that I get very much advertisement from Entergy. I don't think they were the ones that told me."*
> *– Owner, Coffee Shop, Small Commercial & Industrial Solutions*

Three businesses suggested providing more direct assistance with the application process:

> *"Maybe someone with some of the buildings around town could send a rep out to walk people through it… The people I've talked to about it, when I show them the workbooks, they're afraid to tackle it.*
> *– Office Manager, Shipping, Small Commercial & Industrial Solutions*

One business suggested updating and expanding the list of available contractors.

> *"Every single person that I called on their list that they had offered to do the work… was unavailable, and they were no longer in business. They need to update their list of who you can use."*
> *– Owner, Leased Property, Small Commercial & Industrial Solutions*

17.4.3.3 Trade Ally Interviews

Evaluators conducted five interviews with trade allies partnered with the Small C&I Solutions program to gain insight into their experiences. Overall, trade allies were satisfied with the program's benefits and processes, particularly its ability to help fund energy efficiency projects for low-income customers and small businesses.

However, some challenges were noted, including administrative complexities, frequent changes in calculation tools, and limitations in prescriptive measures for certain upgrades. Despite these hurdles, trade allies expressed a strong interest in continuing their engagement with Entergy New Orleans, citing positive interactions with program representatives and the program's potential to support business growth and drive energy savings for customers.

Table 17-20 display a respondent overview.

TABLE 17-21 RESPONDENT OVERVIEW

Program	Business Type	Employees
Small Commercial & Industrial	Installer, Consultant	5-10
	Installer	5-10
	Consultant	51+
	Installer, Distributor	Less than 5
	Distributor	51+

17.4.3.3.1 *Program Strengths*

The Energy Smart Small Commercial & Industrial Solutions program is highly regarded for its user-friendly process, financial benefits, and ability to strengthen customer relationships. Trade allies appreciate the straightforward incentive structure and the program's role in making energy-efficient upgrades more accessible, particularly for small businesses and organizations with limited budgets. Additionally, the program supports contractors by helping them build and maintain a loyal customer base, creating long-term business opportunities.

All five trade allies highlighted cost reduction and financial benefits as a major strength:

> *"We're really grateful for the program and the opportunity to capture some of the costs again on behalf of the customer so they can turn it into additional efficiency projects."*
> *– Distributor, Lighting, Small Commercial & Industrial Solutions*

Four out of five trade allies praised the program's ease of use and responsive customer service:

> *"The representative was very thorough and explained how the program works, and they're always contacting me to help."*
> *– Installer, Electrical Contracts, Small Commercial & Industrial Solutions*

Two out of five trade allies noted that the program helps businesses attract and retain customers:

> *"It's a good way to build your customer base because as you develop that relationship with the customer and you're offering them a rebate, you're actually putting yourself in place to maybe get their … service call, their air's not blowing cold, their heater's not coming on, whatever."*
> *– Installer, Lighting, Small & Large Commercial & Industrial Solutions*

17.4.3.3.2 *Program Challenges*

The main challenges of the Energy Smart Small Commercial & Industrial Solutions program include administrative burdens, payment delays, and frequent changes in program tools. Trade allies expressed frustration with the extensive paperwork required, especially for smaller projects, which can be time-consuming relative to the incentives received. Long wait times for rebate payments—sometimes up to two months—also create cash flow issues for some contractors. Additionally, frequent changes in calculation tools and rebate structures make it difficult to provide accurate customer quotes and maintain consistent business practices.

Three out of five trade allies cited administrative complexity as a challenge:

> *"The amount of work it takes me to turn in one rebate... I spend a lot of time for my little, tiny bit of money." – Owner/Installer, HVAC, Small Commercial & Industrial Solutions*

Two trade allies found frequent updates to program calculators and tools frustrating:

> *"The only gripes we've had over the years are mostly about some of these calculators or the tools we're using to determine the rebates have changed."*
> *– Installer, Lighting, Small & Large Commercial & Industrial Solutions*

One trade ally noted that the prescriptive measures are limited, requiring a more complex custom approval process for some upgrades:

> *"Looking at the prescriptive measures, they're not all-inclusive... Replacing fluorescent would be terrific."*
> *– Distributor, Lighting, Small Commercial & Industrial Solutions*

17.4.3.3.3 *Deeper Trade Ally Engagement Opportunities*

Suggestions for improving the Energy Smart Small Commercial & Industrial Solutions program include enhancing lead generation, increasing specific incentives, and expanding eligible measures. Trade allies expressed a desire for Entergy to leverage its customer base to generate more direct job opportunities, reducing the burden on

contractors to source projects independently. There was also strong interest in increasing incentives for certain upgrades, particularly HVAC systems, to better align with market conditions and technology trends. Expanding prescriptive measures—especially for lighting—could simplify the application process and make the program more accessible.

Three out of five trade allies suggested improving lead generation and customer outreach:

> *"If they could do a better job of influencing the customers to call us and find us instead of us having to find them, it would be a big thing. They have all the accounts and control of the customers. So, we could surely use a lot of help in the process of getting jobs." – Installer, Electrical Contracts, Small Commercial & Industrial Solutions*

Two trade allies recommended expanding prescriptive measures and increasing incentives:

> *"The incentives for lighting are competitive. The incentives for HVAC could be a little bit higher compared to other programs… advanced rooftop controls would be good." – Installer, Lighting, Small & Large Commercial & Industrial Solutions*

One trade ally suggested implementing a 'look back' period for projects completed without preapproval to allow for partial incentives.

> *"A couple of programs up in Michigan have offered in years past, like a look back period, you would get half of the incentive amount, but it would be for anything that didn't get preapproval... You'd have this window of time, 60 days, to submit projects again for 50% of the incentive rate." – Distributor, Lighting, Small Commercial & Industrial Solutions*

17.5 Key Findings & Recommendations

Below are key findings for this program after the evaluation.

- Ex ante calculators use baseline wattages which are 11 years out of date. Ex ante calculators used by program administrators use baseline wattages for A-lamps which do not comply with the reduced EISA baselines which went into effect in 2013. This oversight led to significantly reduced realization in multiple sites.
- Increased Incentives & Proactive Outreach: In response to historically low participation, program staff raised incentive amounts in PY14 and shifted to a more direct marketing approach. Instead of waiting for customer inquiries, staff proactively identified potential projects and engaged a core group of active trade allies to conduct assessments and sales pitches.
- Participation & Implementation Challenges: According to staff, inflation, supply chain disruptions, and limited upfront capital continue to hinder small business participation. Additionally, delays in program approval postponed the program launch and restricted participant recruitment. Trade allies cited

administrative burdens, slow rebate payments, and frequent updates to calculation tools as barriers that make it difficult to provide accurate quotes and manage their workflow.

- Positive Customer & Trade Ally Experience: Small business participants valued the financial benefits, sustainability impact, and ease of engagement. Meanwhile, trade allies appreciated the program's ability to generate business and foster long-term customer relationships. However, participants reported difficulties finding available contractors and noted a lack of awareness about the program prior to enrollment.

Below are recommendations for this program after the PY14 evaluation.

- Update ex ante calculators to use EISA baselines. Existing baselines are 11 years out of date and can significantly overestimate program-level savings.
- Optimize Trade Ally Participation & Payment Processing: The program relies heavily on trade allies, but administrative complexity and delayed rebate payments can limit engagement. Streamlining paperwork requirements—particularly for smaller projects—could improve efficiency without compromising oversight. Additionally, ensuring that rebate processing times are competitive with industry standards could help retain engaged trade allies. While trade allies requested fewer changes to calculation tools, some updates are necessary. A balance should be struck between maintaining consistency and making adjustments that improve accuracy.
- Expand Prescriptive Measures: While trade allies suggested expanding prescriptive measures and increasing HVAC incentives, any program adjustments should be carefully evaluated to ensure they align with cost-effectiveness thresholds and regulatory requirements. If specific measures (such as HVAC upgrades) are found to have a strong cost-benefit ratio, increasing incentives or streamlining the approval process for these upgrades could be considered.
- Improve Contractor Availability & Trade Ally Directory Management: A shortage of available contractors was a recurring issue among participants. Periodic reviews and updates to the trade ally directory, as well as continued recruitment efforts, could help ensure that businesses can more easily access qualified contractors. Exploring additional mechanisms, such as incentives for trade allies to prioritize Small C&I projects, may also help alleviate delays.

18 LARGE C&I SOLUTIONS

18.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable. Additionally, the tables above represent evaluation findings for each measure, whereas the analysis described in this chapter summarizes the findings of the evaluation stratum.

FIGURE 18-1 PY14 LARGE C&I SOLUTIONS ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Savings (kWh)	NTG	*Ex Post* Net Savings (kWh)
BMS	7,684,845	96.2%	7,392,094	97.2%	7,182,442
CCX	1,869,162	88.8%	1,659,683	97.2%	1,612,612
Chiller	1,372,556	87.1%	1,195,975	97.2%	1,162,055
Coil Cleaning	1,014,590	89.0%	903,386	97.2%	877,765
Door Gaskets	91,310	97.9%	89,381	97.2%	86,846
ECM	42,612	99.9%	42,583	97.2%	41,375
GREM	576,550	97.8%	563,768	97.2%	547,779
HVAC Replacement	760,199	91.7%	697,471	97.2%	677,689
HVAC Tune-Up	4,512,581	92.8%	4,189,901	97.2%	4,071,068
LED Fixture	768,055	92.5%	710,690	97.2%	690,533
Lighting Controls	6,643	99.4%	6,605	97.2%	6,418
Linear LED	1,768,773	91.7%	1,622,598	97.2%	1,576,578
Screw Based LED	473,847	86.9%	411,562	97.2%	399,889
Strip Curtains	630	97.6%	615	97.2%	598
VFD	7,540,293	97.1%	7,324,528	97.2%	7,116,792
Total	**28,482,645**	**94.1%**	**26,810,839**	**97.2%**	**26,050,437**

Sums may differ due to rounding.

TABLE 18-1 PY14 LARGE C&I SOLUTIONS DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand (kW)	RR (kW)	*Ex Post* Gross Demand (kW)	NTG	*Ex Post* Net Demand (kW)
BMS	449.22	96.4%	433.24	97.2%	420.95
CCX	302.92	92.5%	280.11	97.2%	272.16
Chiller	170.50	92.8%	158.20	97.2%	153.72
Coil Cleaning	84.95	93.4%	79.32	97.2%	77.07
Door Gaskets	10.32	96.0%	9.91	97.2%	9.63
ECM	4.88	86.4%	4.21	97.2%	4.09
GREM	0.00	N/A	0.00	97.2%	0.00
HVAC Replacement	181.17	92.0%	166.67	97.2%	161.95
HVAC Tune-Up	1977.62	93.4%	1846.20	97.2%	1,793.84
LED Fixture	138.50	94.1%	130.29	97.2%	126.59
Lighting Controls	0.41	88.8%	0.36	97.2%	0.35
Linear LED	386.99	94.0%	363.92	97.2%	353.60
Screw Based LED	37.12	92.1%	34.18	97.2%	33.21
Strip Curtains	0.06	97.1%	0.06	97.2%	0.06
VFD	701.08	99.9%	700.56	97.2%	680.70
Total	**4,445.74**	**94.6%**	**4,207.24**	**97.2%**	**4,087.92**

Sums may differ due to rounding.

TABLE 18-2 PY14 LARGE C&I SOLUTIONS LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
Assessment	1.0	0	0
TA Bonus	1.0	0	0
BMS	15.0	66,213,597	64,335,665
CCX	5.0	21,446,451	20,838,192
Chiller	20.0	23,919,497	23,241,099
Coil Cleaning	3.0	2,710,158	2,633,294
Cool Roof	15.0	5,127,552	4,982,126
Door Gaskets	4.0	357,523	347,383
ECM	15.0	638,741	620,625
GREM	8.0	4,510,144	4,382,229
HVAC Replacement	15.0	12,475,909	12,122,070
HVAC Tune-Up	3.0	12,569,703	12,213,204
Insulation	20.0	128,216	124,580
LED Fixture	15.0	10,660,347	10,358,001
Lighting Controls	8.0	52,840	51,341
Linear LED	15.0	24,338,966	23,648,671
Pumps	15.0	9,110,330	8,851,945
RCx Study	1.0	0	0
Screw Based LED	1.0	411,562	399,889
Strip Curtains	15.0	9,227	8,965
VFD	15.0	98,743,743	95,943,200
Total	**10.9**	**293,424,504**	**285,102,479**

Sums may differ due to rounding.

TABLE 18-3 PY14 LARGE C&I SOLUTIONS COUNT OF MEASURES AND INCENTIVE SPEND

Measure	Participation (Count of Measures)	Incentive Spend ($)
Adjustment	13	$239,653
BMS	16	$927,745
CCX	10	$256,998
Chiller	1805	$200,014
Coil Cleaning	6	$152,188
Door Gaskets	794	$11,116
ECM	53	$5,300
GREM	1624	$204,225
HVAC Replacement	1295	$121,315
HVAC Tune-Up	48703.2	$1,000,257
LED Fixture	1370	$73,771
Lighting Controls	9	$872
Linear LED	19818	$258,380
Screw Based LED	17444	$76,257
Strip Curtains	21	$84
VFD	11	$480,166
Total	**92,992**	**4,008,341**

Sums may differ due to rounding.

18.2 Program Description

Large Commercial & Industrial Solutions (Large C&I Solutions) program provides financial incentives and technical service to non-residential customers whose average monthly peak demand exceeds 100 kW to implement energy-savings measures. The program is designed to help this customer segment overcome barriers in energy improvement, such as higher initial cost of efficient equipment and a lack of technical knowledge or resources.

The incentives provided are summarized below in the table below.

TABLE 18-4 LARGE C&I SOLUTIONS SUMMARY OF OFFERING INCENTIVES

Measure	Incentive
Prescriptive	Various based on $ per unit
Custom Lighting	$0.125 per kWh Saved
Custom Non-Lighting	$0.15 per kWh Saved
Retro-commissioning	$0.04-$0.07/kWh Saved

18.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

The evaluation approach for PY14 included the following activities, database review, desk reviews, site visits, participants surveys and staff interviews.

TABLE 18-5 LARGE C&I SOLUTIONS EXPECTED SAVINGS SUMMARY

Count of Projects	*Ex Ante* Gross Energy Savings (kWh)	*Ex Ante* Gross Demand Reductions (kW)
159	28,482,645	4,445.74

The table below shows the split of savings coming from custom and prescriptive projects.

TABLE 18-6 LARGE C&I SOLUTIONS SAVINGS EXPECTATIONS BY PROJECT COMPONENT

Project Component	Count	*Ex Ante* Gross Energy Savings (kWh)	*Ex Ante* Gross Demand Reductions (kW)
Prescriptive	84,880	7,317,566	2,400.69
Custom	8,112	21,165,079	2,045.04
Total	**92,992**	**28,482,645**	**4,445.74**
Project count is high due to projects with both prescriptive and custom components.			

18.2.2TIMING OF PROJECTS

According to the tracking data, in PY14 55.7% of ex ante kWh savings had a project install date between November and December of 2024 with the largest single start month being December of 2024 which accounted for 40.3% of total program ex ante kWh.

Figure 18-2 below outlines ex ante kWh and project count by the project reported start date for projects claimed in PY14.

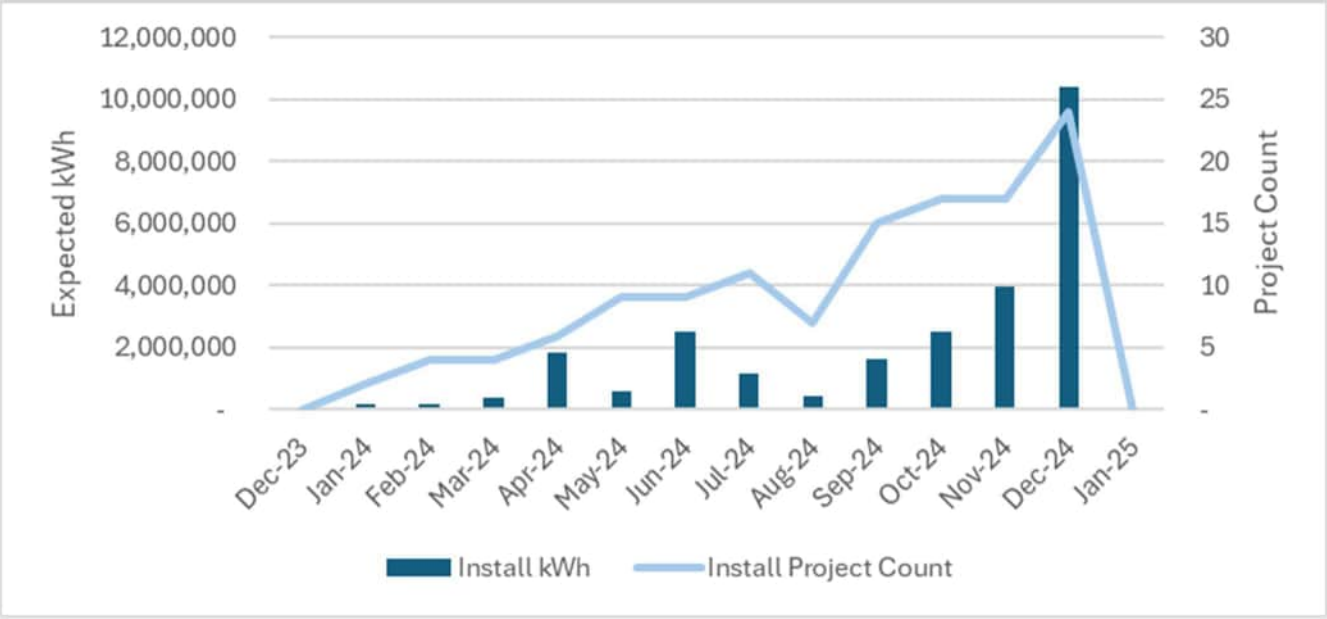


FIGURE 18-2 LARGE C&I PROGRAM PARTICIPATION BY START MONTH

18.2.3TRADE ALLIES

In PY13, the program saw projects completed by 36 different trade allies. The contribution to savings by Trade Ally is outlined below in Table 18-7.

TABLE 18-7 LARGE C&I TRADE ALLY CONTRIBUTION

Trade Ally	Ex Ante kWh	Project Count	Ex Ante kWh %
Self Install	1,475,537	6	7.5%
Trade Ally 1	33,375	1	0.2%
Trade Ally 2	1,839,275	20	9.3%
Trade Ally 3	395	1	0.0%
Trade Ally 4	18,959	2	0.1%
Trade Ally 5	182,748	1	0.9%
Trade Ally 6	71,195	2	0.4%
Trade Ally 7	67,655	1	0.3%
Trade Ally 8	69,255	1	0.4%
Trade Ally 9	79,250	2	0.4%
Trade Ally 10	2,220,184	39	11.3%
Trade Ally 11	146,959	5	0.7%
Trade Ally 12	11,535	2	0.1%
Trade Ally 13	14,392	1	0.1%
Trade Ally 14	1,014,590	6	5.1%
Trade Ally 15	570,059	3	2.9%
Trade Ally 16	91,940	2	0.5%
Trade Ally 17	688,702	3	3.5%
Trade Ally 18	3,512,965	10	17.8%
Trade Ally 19	921,637	3	4.7%
Trade Ally 20	14,317	1	0.1%
Trade Ally 21	63,900	1	0.3%
Trade Ally 22	83,070	1	0.4%
Trade Ally 23	360,325	5	1.8%
Trade Ally 24	1,004,860	7	5.1%
Trade Ally 25	110,894	1	0.6%
Trade Ally 26	150,900	1	0.8%
Trade Ally 27	379,584	1	1.9%
Trade Ally 28	47,104	2	0.2%
Trade Ally 29	1,690,478	2	8.6%
Trade Ally 30	293,494	1	1.5%
Trade Ally 31	772,726	2	3.9%
Trade Ally 32	1,539,106	8	7.8%
Trade Ally 33	130,460	1	0.7%
Trade Ally 34	51,828	1	0.3%

18.2.4 GOAL ACHIVEMENT

In PY13, the program's net energy savings obtained 98% of the kWh goal. The program's net peak demand reduction obtained 140% of the peak demand target.

TABLE 18-8 LARGE C&I PY13 SAVINGS GOALS

Ex Post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex Post* Gross Energy Savings (kWh)	*Ex Post* Gross Demand Reduction (kW) Goal	% to kW Goal	*Ex Post* Gross Demand Reduction (kW)
45,589,079	58.8%	26,810,839	7,291	57.7%	4,207

18.3 EM&V Methodology

Evaluation of the program involved the following:

- Stratified Random Sampling (as detailed in section (as detailed in Section 3.3.1) and by selecting large saving sites with certainty.
- On-site verification for eight projects, desk reviews of all 38 sampled projects; and
- Interviewing program participants and trade allies.

18.3.1 SITE VISITS

The on-site inspections were used to verify installations and to determine any changes to the operating parameters since the measures were first installed. Energy savings was estimated using proven techniques, including engineering calculations using industry standards to determine energy savings.

18.3.2 SAMPLE DESIGN

Sampling was developed using the Stratified Random Sampling procedure detailed in Section 3.3. This procedure provides 90% confidence and +/- 10% precision with a significantly reduced sample than simple random sampling would require by selecting the highest saving facilities with certainty, thereby minimizing the variance that non-sampled sites can contribute to the overall results.

The participant population was divided into five strata. Table 18-9 summarizes the strata boundaries and sample frames for the program and

Table 18-10 summarizes expected savings of both the sample and population. The achieved sampling precision was ±8.91% at 90% confidence.

TABLE 18-9 LARGE C&I PROGRAM SAMPLE DESIGN

	Stratum 1	Stratum 2	Stratum 3	Stratum 4	Stratum 5	Totals
Strata boundaries (kWh)	< 20,000	20,001 - 45,000	45,001 - 150,000	150,001 - 1,000,000	> 1,000,001	
Number of projects	33	24	57	40	5	**159**
Total kWh savings	308,415	800,113	5,049,251	11,447,015	10,877,852	**28,482,646**
Average kWh Savings	9,346	33,338	88,583	286,175	2,175,570	**179,136**
Standard deviation of kWh savings	5,761	7,941	30,647	28,512	1,949,240	**492,605**
Coefficient of variation	0.616	0.238	0.346	0.491	0.896	**2.750**

Final design sample	**7**	**6**	**9**	**11**	**5**	**38**

TABLE 18-10 LARGE C&I EXPECTED SAVINGS FOR SAMPLED AND NON-SAMPLED PROJECTS BY STRATUM

Strata	Sample Expected Savings	Total Expected Savings	% Savings in M&V Sample
Stratum 1	308,415	308,415	100.0%
Stratum 2	800,113	800,113	99.9%
Stratum 3	5,049,251	5,049,251	97.6%
Stratum 4	11,447,015	11,447,015	86.4%
Stratum 5	10,877,852	10,877,852	100.0%
Totals	**28,482,646**	**28,482,646**	**97.3%**

18.4 Evaluation Findings

18.4.1GROSS IMPACT FINDINGS

18.4.1.1 Large C&I Site Level Realization

Desk reviews of documentation for all sites chosen within each stratum were performed: All project documentation, calculations, invoices, photos, were carefully examined to verify the installation and operation of equipment. In addition, the Evaluators visited two sites to verify installation and operation of measures and collect data. Where there was uncertainly, the Evaluators contacted staff or site contacts for clarification. This information was then used to verify savings or adjust *ex ante* estimates based on findings. The realization rates for sites within each stratum were then applied to the non-sampled sites within their respective stratum. Table 18-11 presents realization at the stratum level.

TABLE 18-11 SUMMARY OF KWH SAVINGS FOR LARGE C&I OFFERING BY SAMPLE STRATUM

Stratum	Sample Ex Ante Gross Energy Savings (kWh)	Sample Ex Post Gross Energy Savings (kWh)	Realization Rate
1	67,577	67,576	100.0%
2	209,542	209,398	99.9%
3	773,363	755,116	97.6%
4	2,819,676	2,437,025	86.4%
5	10,877,852	10,879,179	100.0%
Total	**14,748,010**	**14,348,294**	**97.3%**

Table 18-12 shows the expected and verified energy savings for the sampled projects.

TABLE 18-12 LARGE C&I EXPECTED AND VERIFIED SAVINGS BY SAMPLED PROJECT

Project ID(s)	Facility Type	Expected kWh Savings	Verified kWh Savings	Realization Rate
CIP_953	Linear LED	197	197	99.8%
CIP_937	Linear LED	395	395	100.0%
CIP_1003	Door Gaskets	9,545	9,545	100.0%

CIP_930	Linear LED	11,160	11,159	100.0%
CIP_920	Linear LED	12,235	12,235	100.0%
CIP_1033	LED Fixture	14,317	14,317	100.0%
CIP_978	HVAC Tune-Up	19,728	19,728	100.0%
CIP_724	Adjustment	28,464	28,320	99.5%
CIP_934	Screw Based LED	33,375	33,375	100.0%
CIP_950	HVAC Tune-Up	34,123	34,124	100.0%
CIP_1085	HVAC Tune-Up	36,267	36,267	100.0%
CIP_1188	HVAC Tune-Up	36,938	36,938	100.0%
CIP_1175	HVAC Tune-Up	40,375	40,375	100.0%
CIP_970	HVAC Tune-Up	48,123	67,982	141.3%
CIP_1174	HVAC Tune-Up	53,320	53,320	100.0%
CIP_949	HVAC Tune-Up	56,396	56,396	100.0%
CIP_935	BMS	59,134	21,027	35.6%
CIP_985	HVAC Tune-Up	60,528	60,528	100.0%
CIP_926	LED Fixture	90,829	90,829	100.0%
CIP_1187	HVAC Tune-Up	124,249	124,249	100.0%
CIP_1102	HVAC Tune-Up	139,976	139,976	100.0%
CIP_956	HVAC Tune-Up	140,809	140,809	100.0%
CIP_968	HVAC Tune-Up	154,759	154,936	100.1%
CIP_962	BMS	165,696	18,689	11.3%
CIP_1179	HVAC Tune-Up	168,220	168,220	100.0%
CIP_1180	HVAC Tune-Up	168,707	168,707	100.0%
CIP_842	Other	168,855	227,079	134.5%
CIP_971	HVAC Tune-Up	203,257	203,257	100.0%
CIP_1181	HVAC Tune-Up	221,460	221,460	100.0%
CIP_923	BMS	311,784	309,449	99.3%
CIP_944	Chiller	369,700	381,725	103.3%
CIP_984	BMS	428,347	196,321	45.8%
CIP_816	Screw Based LED	458,892	387,182	84.4%
CIP_774B	BMS	1,055,195	1,056,522	100.1%
CIP_982	BMS	1,261,392	1,261,392	100.0%
CIP_881	BMS	1,340,558	1,340,558	100.0%
CIP_792B	BMS	1,574,091	1,574,091	100.0%
CIP_914	VFD	5,646,616	5,646,616	100.0%
Total		**14,748,009**	**14,348,294**	**97.3%**

18.4.1.2 Program-level Realization

Using the realization rates presented in Table 18-11 the Evaluators extrapolated results from sampled sites to non-sampled sites in developing offering-level savings estimates. Table 18-13 presents results by stratum.

TABLE 18-13 LARGE C&I SOLUTIONS PROGRAM LEVEL REALIZATION RATE BY STRATUM

Stratum	# Sites	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	kWh RR	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	kW RR
1	33	308,415	308,410	100.0%	106.86	93.37	87.38 %
2	24	800,113	799,563	99.9%	319.58	276.14	86.41 %
3	57	5,049,251	4,930,117	97.6%	1,064.44	1,033.15	97.06 %
4	40	11,447,015	9,893,570	86.4%	2,023.64	1,873.57	92.58 %
5	5	10,877,852	10,879,179	100.0%	931.22	931.00	0.00%
Total	**159**	**28,482,646**	**26,810,839**	**94.1%**	**4,445.74**	**4,207.24**	**94.64 %**

Table 18-14 shows the verified savings across the program.

TABLE 18-14 LARGE C&I SOLUTIONS PROGRAM LEVEL REALIZATION

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	kW Realization Rate
45,589,079	58.8%	26,810,839	7,291	57.7%	4,207

18.4.1.3 Causes of Savings Deviations

For illustrative purposes, the Evaluators have summarized these adjustments to kWh savings in Table 18-15.

TABLE 18-15 LARGE C&I CAUSES OF VARIANCE IN SAVINGS

Project ID(s)	Expected kWh Savings	Verified kWh Savings	Realization Rate	Causes of Variance in Savings
CIP_970	48,123	67,982	141.3%	- Savings claimed for project and savings in implementer's calculator do not match. - Discrepancies between the kWh and kW results of this analysis and those of the implementer's calculator are mostly due to a difference in the building type used for EFLH. The implementer claimed 'Large Office' as the building type, but the facility is a barracks that appears to include (but is not limited to) a museum, sections of warehouse, offices, engineering facilities, a gate house, and floors of a building with no stated purpose. An 'Unknown' space was chosen as the building type for the ex post analysis.

CIP_935	59,134	21,027	35.6%	The ex-post calculator used some assumptions about the baseline conditions and new operating conditions that match the ENO TRM since no trending data or supporting data was provided. The calculation method utilizes a reduced fan and heating energy usage resulting from installing controls onto the fan motors that will allow them to operate on a schedule rather than operating continuously. The fan motor schedule savings are slightly lower because the site visit confirmed a daily operation of 12 hours a day whereas the ex ante analysis used a post daily hour operation of 11 hours. The heating schedule component of the measure is much lower than the ex ante estimation because of a vast difference in what the pre and post conditions were. The ex ante calculations assumed that the electrical resistance heating elements would be operating at 75% capacity throughout the year, regardless of any heating requirements. And the proposed operating hours were reduced by a fraction of HDD divided by HDD plus CDD. This assumption assumes that with the new controls, the fans will now operate either in full cooling or full heat at all operating hours. This assumption was not substantiated with any trending data or statements that confirmed the heating element was operating for a majority of the year. Without any evidence, the ex post analysis used the EFLH for heating for a large office as the operating hours for the heating element for the post conditions. To estimate the baseline conditions with constant fan operation, the pre EFLH was calculated by multiplying the TRM EFLH value by a ratio of CDD without an implemented schedule divided by the CDD with the facility hours implemented.
CIP_962	165,696	18,689	11.3%	The ex-post calculator used some assumptions about the baseline conditions and new operating conditions that match the ENO TRM since no trending data or supporting data was provided. The calculation method utilizes a reduced heating energy usage resulting from installing controls onto the fan motors that will allow them to operate on a schedule rather than operating continuously. The heating savings are much lower than the ex ante estimation because of a vast difference in what the pre and post conditions were. The ex ante calculations assumed that the electrical resistance heating elements would be operating at 75% capacity throughout the year, regardless of any heating requirements. And the proposed operating hours were reduced by a fraction of HDD divided by HDD plus CDD. This assumption assumes that with the new controls, the fans will now operate either in full cooling or full heat at all operating hours. This assumption was not substantiated with any trending data or statements that confirmed the heating element was

				operating for a majority of the year. Without any evidence, the ex post analysis used the EFLH for heating for a large office as the operating hours for the heating element for the post conditions. To estimate the baseline conditions with constant fan operation, the pre EFLH was calculated by multiplying the TRM EFLH value by a ratio of CDD without an implemented schedule divided by the CDD with the facility hours implemented.
CIP_842	168,855	227,079	134.5%	The ex-post analysis used the provided utility data, actual weather, and TMY3 weather data. The utility data and actual weather data was used to create a baseline and proposed regression coefficients. These coefficients were then used with the TMY3 weather data to create a weather normalized savings profile. It is unknown why the savings are higher, since a working calculator was not provided.
CIP_984	428,347	196,321	45.8%	The ex-post calculator adjusted the calculation values to match the information on the provided screen captures of the three units being controlled. The ex-ante method assumed that all three units would operate at a maximum 64,000 cfm all the time, but this was not able to be substantiated. During the site visit, it was stated that trending data was unavailable. Therefore, the only values viable were the values from the screenshot.
CIP_816	458,892	387,182	84.4%	The ex-post calculator used the fixture type and quantity provided, which were verified during the site visit, and the prescriptive TRM values for the AOH, IEFE, IEFD, and CF. The prescriptive building type used was “Lodging (Hotel/Motel/Dorm): Room” for all spaces because it best fits the space description where the lighting retrofit took place.

18.4.1.4 Avoided Replacement Costs

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarize the ARC by measure in Large C&I Solutions.

Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 18-16 SUMMARY OF ARC FOR LARGE C&I SOLUTIONS

Measure	*Ex Post* Gross ARCs ($)	*Ex Post* Net ARCs ($)
Assessment	$0	$0
TA Bonus	$0	$0
BMS	$0	$0
CCX	$0	$0
Chiller	$0	$0
Coil Cleaning	$0	$0
Cool Roof	$0	$0
Door Gaskets	$0	$0
ECM	$0	$0

GREM	$0	$0
HVAC Replacement	$0	$0
HVAC Tune-Up	$0	$0
Insulation	$0	$0
LED Fixture	$51,237	$49,784
Lighting Controls	$0	$0
Linear LED	$64,409	$62,582
Pumps	$0	$0
RCx Study	$0	$0
Screw Based LED	$0	$0
Strip Curtains	$0	$0
VFD	$0	$0
Total	**$115,646**	**$112,366**

Sums may differ due to rounding.

18.4.2 NET IMPACT FINDINGS

An average of participant survey responses from the PY12 and PY13 evaluations were used to estimate the net savings of the program. The net-to-gross ratio was 97.2%.

18.4.2.1 Net Savings Results

Net savings by measure can be found in Figure 18-1.

18.4.3 PROCESS FINDINGS

The Evaluators conducted staff interviews as well as administered large commercial and industrial participant and trade ally interviews.

18.4.3.1 Staff and Implementer Interviews

Much of the findings from staff and implementers for the program design and operations for commercial programs, including Large C&I, are presented in the Small C&I Solutions section. Please refer to that section for more details.

18.4.3.2 Participant Interviews

The Evaluators conducted four interviews with customers who participated in Large C&I Solutions to gain insight into customer satisfaction and feedback.

TABLE 17-20 Table 18-7 displays respondents' firmographics.

TABLE 18-17 RESPONDENT FIRMOGRAPHICS

Program	Business Type	Employees
Large Commercial & Industrial	Engineer, Hotel	51+
	Owner, Retail Property	Less than 5
	Director of Engineering, Commercial Spaces	5-10
	Manager, Hotel	51+

18.4.3.2.1 *Program Strengths*

Businesses expressed high satisfaction with the Large Commercial & Industrial Solutions Energy Smart program, citing its financial benefits, ease of use, sustainability support, and educational value.

All four large businesses highlighted the program's financial incentives and rebates, which make energy efficiency upgrades more affordable:.

> *"The money is always nice. The rebates are always nice. The savings and energy costs are nice."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

Three businesses praised the seamless process for implementing energy efficiency upgrades.

> *"Everything went smoothly... I didn't have any hang-ups or anything."*
> *– Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions*

> *"The vendor was absolutely wonderful. They explained everything to me in great detail… They were incredibly professional and timely. One of the best vendors I've ever had the pleasure of working with."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

Additionally, three businesses appreciated the knowledgeable and helpful program staff:

> *"I had a really pleasant experience. He was knowledgeable and educated me a lot because the building is really old."*
> *– Owner, Retail Property, Large Commercial & Industrial Solutions*

18.4.3.2.2 *Program Challenges*

Businesses reported few challenges with the Large Commercial & Industrial Solutions Energy Smart program. The main concerns were the initial complexity of the application process, delays in equipment delivery, and

limited program awareness. However, these issues were minor and did not significantly impact overall satisfaction.

Three of four large businesses noted that the application process can be time-consuming and complex, especially for those with limited resources:

> *"When I started with it, I think the workbooks were a little confusing... Once I got familiar with it, it wasn't so bad." – Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions*

One business mentioned delays in equipment delivery:

> *"[It took] a little time to get the actual fixtures in. I think anybody could control that." – Manager, Hotel, Large Commercial & Industrial Solutions*

Another business cited limited awareness as a challenge:

> *"A lot of people just know about it...I know there are emails, but I think they can expand it." – Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions*

18.4.3.2.3 *Program Engagement Opportunities*

Businesses suggested several improvements to the Large Commercial & Industrial Solutions Energy Smart program, focusing on increasing accessibility, expanding educational efforts, and enhancing program offerings. Key recommendations included raising awareness, providing additional support for complex applications, and considering additional incentives or rate reductions.

Two businesses emphasized the need to increase program awareness and accessibility:

> *"I feel like many people would participate if they knew about it and could see the results on their bill." – Owner, Retail Property, Large Commercial & Industrial Solutions*

One business suggested offering more support for complex applications

> *"They could send a rep out to walk people through it. The people that I've talked to about it, when I showed them the workbooks, they're afraid to tackle it."– Director of Engineering, Commercial Spaces, Large Commercial & Industrial Solutions*

Another business recommended exploring additional incentives or rate reductions:

> *"Offer me a cheaper rate in conjunction with it."*
> *– Manager, Hotel, Large Commercial & Industrial Solutions*

18.4.3.3 Trade Ally Interviews

Evaluators conducted three interviews with trade allies partnered with the Large Commercial & Industrial Solutions program to gain insights into their experiences. Overall, trade allies expressed satisfaction with the rebate incentives, highlighting the program's role in helping customers implement energy-saving measures they might not otherwise afford.

However, challenges were noted, including frequent changes to calculation tools, limitations on recognized operating hours for 24/7 facilities, and occasional miscommunications about rebate amounts. Despite these issues, trade allies remain strongly committed to the program, citing its positive impact on their businesses and continued value in supporting energy efficiency efforts.

Table 17-20 display a respondent overview.

TABLE 18-18 RESPONDENT OVERVIEW

Program	Business Type	Employees
Large Commercial & Industrial	Consultant	51+
	Installer, Distributor	Less than 5
	Consultant, Distributor, Manufacturer	51+

18.4.3.3.1 *Program Strengths*

The Energy Smart Large Commercial & Industrial Solutions program is praised for its user-friendly process, clear communication, and financial benefits. Trade allies appreciate the straightforward incentive structure and the program's ability to make energy-efficient upgrades more accessible, particularly for small businesses and organizations with limited budgets. The program's impact on facilitating energy-efficient projects across various sectors is a key strength.

All three trade allies emphasized the program's significant cost savings and incentives:

> *"We've been to numerous projects where the customer can get almost a free project through some of this. And the benefits for large facilities such as hotels and hospitals were major." – Installer, Lighting, Small & Large Commercial & Industrial Solutions*

They also highlighted how the program enables businesses to complete energy-efficient upgrades that might not otherwise be feasible:

> *"Between the amount of money that they're going to save with lowering their energy costs, but also with the help of this electrician and his team, they really were able to see the benefit of it."– Manufacturer, Lighting, Large Commercial & Industrial Solutions*

Two trade allies praised the program's straightforward process and clear communication from Entergy:

> *"It's a pretty easy process... All the incentives are laid out pretty well. Having one page where we can see what's offered is really helpful "*
> *– Consultant, HVAC, Small & Large Commercial & Industrial Solutions*

18.4.3.3.2 *Program Challenges*

Challenges in the Energy Smart Large Commercial & Industrial Solutions program primarily relate to administrative processes and program awareness. Frequent changes in calculation tools and rebate structures make it difficult for trade allies to provide accurate customer quotes. While necessary, the preapproval process can sometimes slow down project implementation. Additionally, trade allies noted that many clients are unaware of the rebates and benefits available, potentially leading to missed opportunities.

One trade ally found frequent changes in calculation tools and rebate amounts frustrating:.

> *"The only gripes we've had over the years really concern how often some of these calculators or the tools we're using to determine the rebates have changed."*
> *– Installer, Lighting, Small & Large Commercial & Industrial Solutions*

Another trade ally noted that the preapproval process can delay projects:

> *"We get preapproval whenever we can. We always try to say when we can get away with not having preapproval. It's always easier. It helps us keep the projects happening." – Consultant, HVAC, Small & Large Commercial & Industrial Solutions*

One trade ally expressed concern about program awareness:

> *" Most people don't know the extent to which these are available. And I think that could be a mistake. I missed a lot of opportunities."*
> *– Manufacturer, Lighting, Large Commercial & Industrial Solutions*

18.4.3.3.3 *Deeper Trade Ally Engagement*

Suggestions for improving the Energy Smart Large Commercial & Industrial Solutions program focus on enhancing outreach, refining incentives, and simplifying the application process. Increasing awareness through proactive communication and education about available programs is a key priority. Trade allies also recommend

improving incentives for specific technologies, particularly HVAC systems, and providing more assistance with paperwork and program navigation to help businesses fully utilize the program's benefits.

Two trade allies emphasized the need for increased awareness and outreach:

> *"My biggest piece of advice is to make people aware of the programs. That's the biggest thing." – Manufacturer, Lighting, Large Commercial & Industrial Solutions*

One trade ally suggested improving incentives for specific technologies:

> *"The incentives for lighting are competitive. The incentives for HVAC could be a little bit higher compared to other programs… Advanced rooftop controls would be good." – Consultant, HVAC, Small & Large Commercial & Industrial Solutions*

Another trade ally recommended offering more assistance with paperwork and program navigation:

> *"If there's someone out there who can say, hey, here's all the paperwork. I just need you in finance to sign it and get your electrician to do it."*
> *– Manufacturer, Lighting, Large Commercial & Industrial Solutions*

18.5 Findings and Recommendations

The following summarizes the key findings and conclusions from the evaluation.

- Financial Incentives & Ease of Participation: Businesses and trade allies reported high satisfaction with the program, particularly appreciating its financial benefits, straightforward rebate structure, and ease of implementation. Participants valued the ability to complete energy efficiency projects with significant cost savings.
- Challenges with Application Process & Program Awareness: While generally well-received, some businesses found the initial application process confusing and time-consuming. Additionally, both participants and trade allies noted limited program awareness, suggesting that more businesses might participate if they were better informed.
- Administrative & Implementation Barriers for Trade Allies: Trade allies cited frequent changes in calculation tools and rebate structures as a challenge in providing accurate quotes and maintaining consistency in project planning. The preapproval process, while necessary, was sometimes seen as slowing down implementation.

The following summarizes key recommendations.

- Simplify & Streamline the Application Process: Given that some businesses found the application process complex, providing additional guidance—such as clearer instructions, pre-filled forms, or direct application assistance—could reduce the burden on participants. A dedicated support representative or

an online step-by-step guide could help businesses, especially smaller organizations, navigate the process more easily.

- Increase Program Awareness & Outreach Efforts: Limited program awareness was a recurring theme across both businesses and trade allies. Expanding outreach efforts through direct engagement, industry events, and customer education campaigns could help more businesses take advantage of the program. Leveraging trade allies as outreach partners may also enhance awareness and recruitment.
- Enhance Trade Ally Support & Predictability in Incentive Structures: Frequent updates to rebate calculations and program tools can create uncertainty for trade allies and customers. Evaluators recommend balancing necessary updates with stability, ensuring changes are communicated clearly and well in advance. Additionally, trade allies suggested increasing incentives for specific technologies like HVAC, which could be evaluated for feasibility based on program cost-effectiveness metrics.
- Improve Preapproval Process to Reduce Delays: While preapproval ensures project validity, some trade allies found it to be a barrier to timely implementation. Exploring ways to streamline or expedite the process—such as implementing a fast-track option for certain projects—could improve efficiency while maintaining necessary oversight.

19 C&I CONSTRUCTION SOLUTIONS

The tables below report ex ante gross, ex post gross, ex post net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable. Additionally, the tables above represent evaluation findings for each measure, whereas the analysis described in this chapter summarizes the findings of the evaluation.

TABLE 19-1 PY14 C&I CONSTRUCTION SOLUTIONS ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Savings (kWh)	NTG	*Ex Post* Net Savings (kWh)
HVAC	27,840	55.8%	15,528	68.2%	10,596
Interior NC Lighting	69,849	91.6%	63,967	68.2%	43,651
Exterior NC Lighting	4,048	80.1%	3,242	68.2%	2,212
Refrigeration	781	110.8%	865	68.2%	590
Total	**102,518**	**81.5%**	**83,603**	**68.2%**	**57,050**

Sums may differ due to rounding.

TABLE 19-2 PY14 C&I CONSTRUCTION SOLUTIONS DEMAND SAVINGS (KW)

Measure	*Ex Ante* Gross Demand (kW)	Realization Rate (kW)	*Ex Post* Gross Demand (kW)	NTG	*Ex Post* Net Demand (kW)
HVAC	6.86	58.3%	4.00	68.2%	2.73
Interior NC Lighting	15.03	68.7%	10.32	68.2%	7.04
Exterior NC Lighting	0.00	N/A	0.00	68.2%	0.00
Refrigeration	0.09	112.5%	0.10	68.2%	0.07
Total	**21.98**	**65.6%**	**14.42**	**68.2%**	**9.84**

Sums may differ due to rounding.

TABLE 19- C&I CONSTRUCTION SOLUTIONS LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
HVAC	15	232,924	158,947
Interior NC Lighting	15	959,510	654,769
Exterior NC Lighting	15	48,629	33,185
Energy Star Refrigerator	12	10,380	7,083
Total	**15**	**1,251,444**	**853,984**

Sums may differ due to rounding.

TABLE 19-3 C&I CONSTRUCTION SOLUTIONS INCENTIVE SPEND SUMMARY

Measure	Participation (Count of Measures)	Incentive Spend ($)
Incentive Bonus	3	$3,000
HVAC	61	$3,063
Interior NC Lighting	4,957	$10,876
Exterior NC Lighting	636	$855
Refrigeration	1	$121
Total	**5,655**	**$14,916**

19.1 Program Description

The Commercial & Industrial Construction Solutions (C&I NC) program intends to encourage customers to design and construct higher efficiency facilities than required by building codes or planned designs. This offering is available to ground-up construction, additions, or expansions, building repurposing and commercial building restorations. Incentives are available for the following:

- Predefined prescriptive savings based on units installed
- Lighting wattage below approved baseline
- Custom qualifying measures
- Whole Building

19.1.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

The evaluation approach for PY14 included the following activities, database review, desk reviews, site visits, participants surveys and staff interviews. A total of three projects were completed in the C&I NC program in PY14.

19.1.2 TIMING OF PROJECTS

According to the tracking data, in PY14, the three projects completed in the program had start months in February, October, and November of 2024.

19.1.3 TRADE ALLIES

In PY14, the program saw projects completed by three trade allies. The program participation is shown below.

TABLE 19-4 C&I NC TRADE ALLY PARTICIPATION

Trade Ally	Ex Ante kWh	Project Count	Ex Ante kWh %
Trade Ally 1	26,903	1	26%
Trade Ally 2	26,971	1	26%
Trade Ally 3	48,643	1	47%

19.1.4 GOAL ACHIEVEMENT

In PY14, the program had a verified savings of 72,538 kWh and a verified peak demand reduction of 10.62 kW.

TABLE 19-5 C&I NC SUMMARY OF GOAL ACHIEVEMENT

Ex post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex post* Gross Energy Savings (kWh)	*Ex post* Gross Savings (kW) Target	% to kW Target	*Ex post* Gross Savings (kW)
4,301,994	1.9%	83,603	987.00	1.5%	14.42

19.2 Evaluation Methodology

Evaluation of the program involved the following:

- Census review of PY14 projects
- Interviewing of program participants and trade allies.

During PY14 only three projects were completed. The Evaluators analyzed all and the results are discussed below.

19.2.1 GROSS IMPACT FINDINGS

The Evaluators reviewed all project documentation, including invoices, spec sheets and site photos to verify the installation of the equipment. Energy and demand reduction calculations were reviewed to verify that they were consistent with the TRM and that all inputs were appropriate. Changes and corrections between Ex Ante and Ex Post savings estimates were documented and realization rates based on verified savings were developed for each site. In PY14, there were a total of three projects completed in the program:

CIP_1057 Is a reconverted residence used as an office space who installed new construction interior and exterior lighting and an above-code heat pump. Verification was completed via photographic evidence. The project achieved a 143.8% realization rate due to the fact that expected savings were calculated lighting power density allowances of 1.00 W/ft^2 'interior religious gathering,' 0.8 W/ft^2 exterior 'sales canopies (free-standing and attached)' assumptions, whereas verified savings were calculated using IECC 2015 lighting power density allowances (0.82 W/ft^2 interior office, 0.33 W/ft^2 entry canopies) which reflected the intended use of the spaces. .Verified savings calculations for the HVAC portion were carried out using actual equipment specifications.

TABLE 19-6: PROJECT CIP_1057 SAVINGS

Measure	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	kWh RR	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	kW RR
Interior Lighting	18,979	32,541	171.5%	3.12	5.35	171.5%
Exterior Lighting	758	16	2.1%	0.00	-	N/A
Prescriptive HVAC	7,166	6,135	85.6%	-0.74	-0.42	N/A
Total	**26,903**	**38,691**	**143.8%**	**2.38**	**4.93**	**207.0%**

CIP_1099 Is a reconverted residence used as an office space who installed new construction interior and exterior lighting, an above-code heat pump and a solid door ENERGY STAR refrigerator. Verification was completed via

photographic evidence. The project achieved a low realization rate (64.1%) due to the fact that expected savings were calculated using outdated LPD allowances and incorrect space types (interior was assumed to be a hospital with an allowance of 1.05 W/ft^2 but was verified to be an office). Verified savings were calculated using IECC 2015 lighting power density allowances (0.82 W/ft^2 interior office).. Further, three line items did not have lighting installed, yet savings was claimed using 0 W/ft^2 as an efficient condition, which is not allowable and no savings can be attributed to these spaces. Verified savings calculations for the HVAC and refrigeration portions of the project were carried out using actual equipment specifications. These errors in ex ante LPD savings calculation assumptions resulted in the low project realization.

TABLE 19-7: PROJECT CIP_1099 SAVINGS

Measure	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	kWh RR	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	kW RR
Interior Lighting	20,311	11,064	54.5%	4.64	2.18	47.0%
Exterior Lighting	2,737	2,532	92.5%	0.00	0.00	N/A
Prescriptive HVAC	3,144	2,831	90.0%	0.35	0.62	176.5%
ENERGY STAR Refrigerators	781	865	110.8%	0.09	0.10	112.5%
Total	**26,971**	**17,292**	**64.1%**	**5.08**	**2.90**	**57.1%**

CIP_193 Is a three-story retail building being renovated for use as a hotel. In the renovation, new construction interior and exterior lighting was installed as was an above-code AC unit. Verification was completed via photographic evidence. Project documentation listed one of the two interior spaces as 'Hotel/Motel' with an allowance of 1.1W/ft^2. The source of this allowance could not be verified. Verified savings were calculated using IECC 2015 lighting power density allowances of 0.87 W/ft^2 for a 'hotel/motel' building area, and 1.06 W/ft^2 for common space).Verified savings calculations for the HVAC portion of the project were carried out using actual equipment specifications. These errors in ex ante LPD savings calculation assumptions resulted in the very low project realization, 56.8%.

TABLE 19-8: PROJECT CIP_193 SAVINGS

Measure	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	kWh RR	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	kW RR
Interior Lighting	30,559	20,363	66.6%	7.28	2.80	38.4%
Exterior Lighting	554	694	125.4%	-	-	N/A
Prescriptive HVAC	17,531	6,563	37.4%	6.51	3.80	58.3%
Total	**48,643**	**27,620**	**56.8%**	**13.79**	**6.60**	**47.8%**

TABLE 19-9 VERIFIED SAVINGS

Ex Ante Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	RR kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	RR kW
102,518	**83,603**	**81.5%**	**21.98**	**14.42**	**65.6%**

The overall verified energy savings is 83,603 kWh and the peak demand reduction is 14.42 kW resulting in realization rates of 81.5% and 65.6% respectively.

19.2.1.1 Avoided Replacement Costs

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarizes the ARC by measure.

Information on methodology can be found in Section 3.4.1.3.

TABLE 19-10 C&I NC ARC SUMMARY

Measure	*Ex Post* Gross ARCs ($)	*Ex Post* Net ARCs ($)
Adjustments	$0	$0
HVAC	$0	$0
Interior NC Lighting	$16,109	$10,993
Exterior NC Lighting	$91,164	$62,210
Refrigeration	$0	$0
Total	**$107,273**	**$73,203**

19.2.2 NET IMPACT FINDINGS

An average of participant survey responses from the PY12 and PY13 evaluations were used to estimate the net savings of the program. The net-to-gross ratio was 68.2%.

19.2.3 PROCESS EVALUATION FINDINGS

The findings from the process evaluation are found in the subsections below.

19.2.3.1 Staff and Implementer Interviews

The following section summarizes key findings from in-depth interviews with two ENO program staff and two APTIM staff. ENO staff participated in one interview, while APTIM staff participated in a separate interview.

These interviews aimed to gather insights into the design and operations of the New Construction Solutions program, as well as the successes and challenges experienced during PY14. Each interview lasted approximately 45 minutes and was conducted via Microsoft Teams. With participant permission, evaluators recorded all interviews. The following narrative presents a summary of these discussions.

19.2.3.1.1 *Program Description and Implementation*

The Commercial & Industrial Construction Solutions (C&I NC) program intends to encourage customers to design and construct higher efficiency facilities than required by building codes or planned designs. This offering is available to ground-up construction, additions, or expansions, building repurposing, and commercial building restorations.

The New Construction program continues to struggle. Programmatic challenges include long lead times and difficulties connecting with construction companies and developers. Most notably, staff indicated they struggle with the strict preapproval timeline which makes it difficult to build a customer pipeline.

Staff are working on increasing direct outreach and finding construction firms and developers that might be most interested in the program.

19.2.3.2 Trade Ally Interviews

Evaluators conducted an interview with a trade ally participating in the Energy Smart Commercial & Industrial Construction Solutions program to gain insight into their experience. The trade ally highlighted the program's tangible benefits for both their business and clients, emphasizing its role in promoting energy efficiency and sustainability in building design and construction.

Proactive engagement from Entergy representatives and the minimal time investment required from the trade ally were cited as key factors contributing to the program's success. The interviewee did not identify any significant challenges or opportunities for improvement related to Entergy's implementation of the program..

Table 17-20 display a respondent overview.

TABLE 19-11 RESPONDENT OVERVIEW

Program	Business Type	Employees
Commercial & Industrial Construction Solutions	Engineering Firm	11-20

19.2.3.2.1 *Program Strengths*

The trade ally identified several strengths of working with the Energy Smart Commercial & Industrial Construction Solutions program. The program's efficiency and minimal time investment allow them to provide valuable energy credits to clients without significant additional effort. Additionally, they highlighted the program's effectiveness as a marketing tool, helping their business stand out by demonstrating innovative ways to save clients money and energy.

> *"It's a good marketing tool for us because it is something that not many people know about or are doing. So, we can show the owners that we can find different avenues to save them money and energy. So, I think it helps in marketing our firm versus other firms." – Design Engineer, Electrical and Mechanical, Commercial & Industrial Construction Solutions*

The trade ally did not identify any challenges or suggestions for improvement. They expressed high satisfaction with the program's process and outcomes:

> *"On my end, I think I'm pretty satisfied. I can't think of anything off the top of my head that I would like to see... I like their approach and the people they have in place who contact us. They are very proactive, looking for jobs that apply to the program and helping*

us navigate that." – Design Engineer, Electrical and Mechanical, Commercial & Industrial Construction Solutions

19.3 Findings and Recommendations

The following summarizes the key findings and conclusions from the PY13 evaluation.

- Strict Preapproval Timelines: Staff indicated that the program's strict preapproval requirements create challenges in developing a customer pipeline, as projects must be approved before construction begins.
- Difficulty Connecting with Developers: Staff noted ongoing struggles in engaging construction firms and developers, which limits program participation. The long lead times for new construction projects further complicate recruitment efforts.
- Minimal Burden on Trade Allies: The single interviewed trade ally reported that program participation requires minimal effort while offering tangible energy efficiency benefits for clients. The trade ally found the program beneficial for business growth, allowing them to differentiate themselves by helping clients maximize energy savings.

The following summarizes key recommendations.

- Refine Preapproval Process: If feasible, consider adjusting the preapproval process to allow more flexibility in project timelines. Staff cited this as a primary challenge, and minor adjustments (such as an extended approval window or conditional approvals) could improve participation without compromising oversight.
- Expand Outreach to Developers: Strengthening direct outreach efforts to construction firms and developers could help address engagement challenges. Strategies may include targeted industry presentations, networking with architecture and engineering firms, or partnering with permitting offices to identify eligible projects earlier in the design phase.
- Evaluate Alternative Engagement Strategies: Given the difficulty in building a strong customer pipeline, program staff could explore alternative ways to encourage participation, such as offering technical assistance early in the project design process or providing case studies that highlight the program’s benefits to developers.

20 PUBLICLY FUNDED INSTITUTIONS

20.1 Summary

The tables below report *ex ante* gross, *ex post* gross, *ex post* net energy savings (kWh) (both annual and lifetime), demand reductions (kW), participation, and incentive spend, by measure, where applicable. Additionally, the tables above represent evaluation findings for each measure, whereas the analysis described in this chapter summarize the findings of the evaluation stratum.

TABLE 20-1 PY14 PFI ENERGY SAVINGS (KWH)

Measure	*Ex Ante* Gross Savings (kWh)	Realization Rate (kWh)	*Ex Post* Gross Savings (kWh)	NTG	*Ex Post* Net Savings (kWh)
AC Tune-Up	242,468	99.9%	242,329	92.9%	225,196
BMS	1,907,367	96.9%	1,847,817	92.9%	1,717,175
Chiller	161,435	100.0%	161,358	92.9%	149,950
LED Fixture	576,096	97.9%	564,079	92.9%	524,198
Linear LED	743,253	97.8%	726,560	92.9%	675,192
Screw Based LED	82,567	94.9%	78,330	92.9%	72,792
Total	**3,713,186**	**97.5%**	**3,620,474**	**92.9%**	**3,364,504**

Sums may differ due to rounding.

TABLE 20-2 PY14 PFI DEMAND REDUCTIONS (KW)

Measure	*Ex Ante* Gross Demand (kW)	Realization Rate (kW)	*Ex Post* Gross Demand (kW)	NTG	*Ex Post* Net Demand (kW)
AC Tune-Up	84.35	100.0%	84.35	92.9%	78.38
BMS	191.08	102.6%	195.99	92.9%	182.13
Chiller	17.86	100.0%	17.86	92.9%	16.59
LED Fixture	59.42	100.1%	59.47	92.9%	55.26
Linear LED	98.50	104.7%	103.17	92.9%	95.88
Screw Based LED	10.84	102.6%	11.12	92.9%	10.33
Total	**462.05**	**102.1%**	**471.95**	**92.9%**	**438.59**

Sums may differ due to rounding.

TABLE 20-3 PY14 PFI LIFETIME SAVINGS SUMMARY

Measure	EUL	*Ex Post* Gross Lifetime Energy Savings (kWh)	*Ex Post* Net Lifetime Energy Savings (kWh)
AC Tune-Up	3	726,988	675,589
BMS	15	27,717,251	25,757,619
Chiller	20	3,227,164	2,999,001
LED Fixture	9	5,076,712	4,717,784
Linear LED	16	11,624,968	10,803,074
Screw Based LED	1	78,330	72,792
Total		**48,451,412**	**45,025,859**

Sums may differ due to rounding.

TABLE 20-4 PY14 PFI COUNT OF MEASURES AND INCENTIVE SPEND

Measure	Participation (Count of Measures)	Incentive Spend ($)
AC Tune-Up	1,431	39,750
BMS	5	238,740
Chiller	2	24,215
LED Fixture	366	52,785
Linear LED	9,868	66,739
Screw Based LED	915	3,831
TA Bonus	1	13,352
Total	**12,588**	**439,412**

Sums may differ due to rounding.

20.2 Program Description

The Publicly Funded Institutions (PFI) program provides financial incentives and technical services to encourage the participation of publicly funded customers. The PFI offering is designed to help this customer segment overcome barriers to energy improvement, such as higher first-cost of efficiency equipment and a lack of technical knowledge or resources. The incentives are based on the total demand (kW) of the facility; above or below 100 kW. Rebates are available for the following categories: prescriptive (TRM-based); custom lighting; and custom non-lighting.

20.2.1 PROGRAM DELIVERY CHANNELS AND EXPECTED SAVINGS

The program was open and available to customers between January 1, 2024, and December 31, 2024. Project documentation showed that there were nineteen projects completed. These twenty projects have a total expected energy savings of 3,713,186 kWh and a peak demand reduction of 462.05 kW.

TABLE 20-5 PFI SAVINGS EXPECTATIONS

Project Count	Measure Count	*Ex Ante* Gross Energy Savings (kWh)	*Ex Ante* Gross Demand Reductions (kW)
21	12,587	3,713,186	462.05

TABLE 20-6 PFI SAVINGS EXPECTATIONS BY MEASURE TYPE

Program Component	Count of Project Components	*Ex Ante* Gross Energy Savings (kWh)	*Ex Ante* Gross Demand Reductions (kW)	Percent Savings (kWh)
AC Tune-Up	1,431	242,468	84.35	7%
BMS	5	1,907,367	191.08	51%
Chiller	2	161,435	17.86	4%
LED Fixture	366	576,096	59.42	16%
Linear LED	9,868	743,253	98.50	20%
Screw Based LED	915	82,567	10.84	2%
Total	**12,587**	**3,713,186**	**462.05**	

20.2.2TIMING OF PROJECTS

Below outlines ex ante kWh and project count by the project reported install date for projects claimed in PY14.

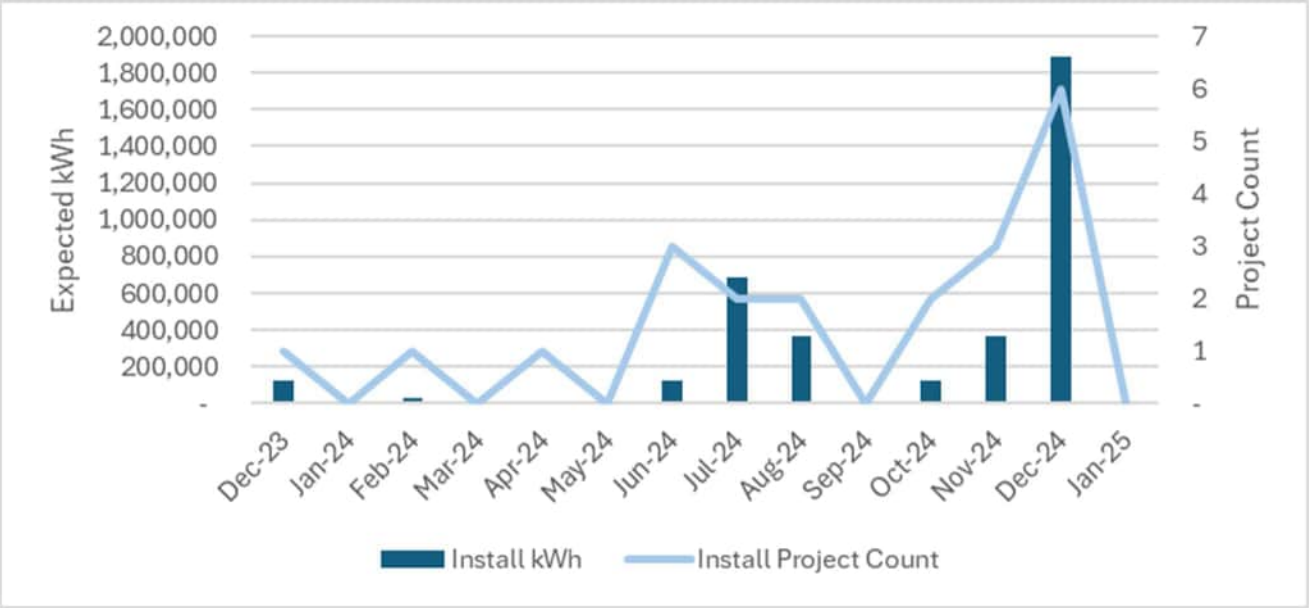


FIGURE 20-1 PFI PARTICIPATION BY PROJECT INSTALL MONTH

The program had the largest number of projects completed in December of 2024 (12 projects) and saw its largest expected energy reduction claimed in December of 2024 (1,884,090 kWh) which was 51% of the total expected energy savings for the year.

20.2.3TRADE ALLIES

The program saw eleven trade allies complete projects, their participation is summarized below.

TABLE 20-7 PFI TRADE ALLY PARTICIPATION

Trade Ally	Ex Ante kWh	Project Count	Ex Ante kWh %
Trade Ally 1	1,796,415	2	48.4%
Trade Ally 2	142,927	1	3.8%
Trade Ally 3	212,702	1	5.7%
Trade Ally 4	28,582	1	0.8%
Trade Ally 5	23,709	1	0.6%
Trade Ally 6	5,611	1	0.2%
Trade Ally 7	135,564	2	3.7%
Trade Ally 8	242,468	3	6.5%
Trade Ally 9	444,612	3	12.0%
Trade Ally 10	666	1	0.0%
Trade Ally 11	88,540	1	2.4%
Trade Ally 12	126,372	1	3.4%
Trade Ally 13	50,525	1	1.4%
Trade Ally 14	414,495	2	11.2%

20.2.4GOAL ACHIEVEMENT

The program had a verified savings of 3,620,474kWh and a verified peak demand reduction of 471.95kW.

TABLE 20-8 PFI SUMMARY OF GOAL ACHIEVEMENT

Ex post Gross Energy Savings (kWh) Goal	% to kWh Goal	*Ex post* Gross Energy Savings (kWh)	*Ex post* Gross Savings (kW) Target	% to kW Target	*Ex post* Gross Savings (kW)
15,730,841	23.0%	3,620,474	397.00	118.9%	471.95

20.3 EM&V Methodology

Evaluation of the PFI offering requires the following:

- Stratified Random Sampling (as detailed in Section 3.3.) and by selecting large saving sites with certainty.
- Four on-site verifications were conducted, desk reviews of all seven sampled; and
- Interviewing program participants and trade allies.

Energy savings was estimated using proven techniques, including engineering calculations using industry standards to determine energy savings. Methods for evaluating lighting measures are described in the Small C&I Solutions Chapter, Section 1.2.1 M&V Methodology.

20.3.1SITE VISITS

There were four site visits in PY14.

20.3.2SAMPLE DESIGN

Sampling for evaluation of the program was developed using the Stratified Random Sampling procedure detailed in Section 3.3. This procedure provides 90% confidence and +/- 10% precision with a significantly reduced sample than simple random sampling would require by selecting the highest saving facilities with certainty, thereby minimizing the variance that non-sampled sites can contribute to the overall results. Table 20-9 summarizes the total participation in the PY13 PFI offering.

TABLE 20-9 PY13 PFI OFFERING PARTICIPATION AND SAMPLING SUMMARY

# Projects	Expected kWh	Expected Peak kW	Sample Size
21	3,713,186	462.05	7

The participant population was divided into five strata. Table 20-10 summarizes the strata boundaries and sample frames for the program. Table 20-10 summarizes expected savings for of both the sample and population. The achieved sampling precision was ±8.60% at 90% confidence.

TABLE 20-10 PFI OFFERING SAMPLE DESIGN

	Stratum 1	Stratum 2	Stratum 3	Stratum 4	Stratum 5	Totals

Strata boundaries (kWh)	< 30,000	30,001 - 75,000	75,001 - 200,000	200,001 - 400,000	> 400,001	
Number of projects	4	5	7	3	2	**21**
Total kWh savings	58,568	279,250	766,756	812,197	1,796,415	**3,713,186**
Average kWh Savings	14,642	55,850	109,537	270,732	898,208	**176,818**
Standard deviation of kWh savings	13,582	12,065	20,134	28,512	369,056	**266,718**
Coefficient of variation	0.928	0.216	0.184	0.197	0.411	**1.508**
Final design sample	**2**	**1**	**1**	**1**	**2**	**7**

TABLE 20-11 PFI EXPECTED SAVINGS FOR SAMPLED AND NON-SAMPLED PROJECTS BY STRATUM

Stratum	Total Expected Savings	Sampled Expected Savings
1	58,568	29,320
2	279,250	50,525
3	766,756	88,540
4	812,197	317,467
5	1,796,415	1,796,415
Total	**3,713,186**	**2,282,267**

20.4 Evaluation Findings

20.4.1GROSS IMPACT FINDINGS

20.4.1.1 PFI Project Level Results

Sites chosen within each stratum were reviewed to verify installation of rebated equipment. The reviewed information was used to perform calculations to determine the ex post verified savings. The realization rates for sites within each stratum were then applied to the non-sampled sites within their respective stratum.

TABLE 20-12 SUMMARY OF PFI KWH SAVINGS FOR PFI OFFERING BY SAMPLE STRATUM

Stratum	Sample *Ex Ante* Gross Energy Savings (kWh)	Sample *Ex Post* Gross Energy Savings (kWh)	Realization Rate
1	29,320	29,320	**100.0%**
2	50,525	50,525	**100.0%**
3	88,540	88,479	**99.9%**
4	317,467	317,467	**100.0%**
5	1,796,415	1,704,231	**94.9%**
Total	**2,282,267**	**2,190,022**	**97.5%**

The specific site level realization rates are shown in Table 20-13 below.

TABLE 20-13 PFI EXPECTED AND VERIFIED SAVINGS BY SAMPLED PROJECT

Project ID(s)	Facility Type	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate
CIP_953	Large Office	5,611	5,611	100.0%
CIP_937	Large Office	23,709	23,709	100.0%
CIP_870	Education: K-12	50,525	50,525	100.0%
CIP_952	Public Assembly	88,540	88,479	99.9%
CIP_924	Education: College, University, Vocational, Day Care, and K-12 w/ Summer Session	317,467	317,467	100.0%
CIP_730	Large Office	637,245	545,061	85.5%
CIP_884	Large Office	1,159,170	1,159,170	100.0%
Totals:		**2,282,267**	**2,190,203**	**96.0%**

20.4.1.2 PFI Program Level Results

Using the realization rates presented in Table 20-12, the evaluators extrapolated the results from the sampled projects to non-sampled projects to determine the program level verified results.

TABLE 20-14 PFI OFFERING LEVEL REALIZATION BY STRATUM

Stratum	# Sites	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	Realization Rate kWh	*Ex Ante* Gross Demand Reductions (kW)	*Ex Post* Gross Demand Reductions (kW)	Realization Rate kW
1	4	58,568	58,568	100.0%	10.67	14.71	137.9%
2	5	279,250	279,250	100.0%	59.62	59.62	100.0%
3	7	766,756	766,228	99.9%	131.46	131.46	100.0%
4	3	812,197	812,197	100.0%	31.75	31.75	100.0%
5	2	1,796,415	1,704,231	94.9%	228.55	234.42	0.0%
Total	**21**	**3,713,186**	**3,620,474**	**97.5%**	**462.05**	**471.95**	**102.1%**

The *ex post* gross energy savings (kWh) in PY14 are 3,620,474 kWh and 471.95 kW resulting in realization rates of 97.5% and 102.1% respectively.

20.4.1.3 PFI Causes of Savings Deviations

For illustrative purposes, the Evaluators have summarized these adjustments and others in Table 20-15.

TABLE 20-15 PFI CAUSES OF VARIANCE IN KWH SAVINGS

Project ID(s)	*Ex Ante* Gross Energy Savings (kWh)	*Ex Post* Gross Energy Savings (kWh)	RR	Causes of Variance in Savings
CIP_730	637,245	545,061	85.5%	The ex-post calculator used the fixture/lamp types and quantities provided and prescriptive TRM values for the

				AOH, IEFE, IEFD, CF, and baseline wattage. Ex-Ante analysis used system wattage inclusive of ballast factors.

20.4.2 NET IMPACT

An average of participant survey responses from the PY12 and PY13 evaluations were used to estimate the net savings of the program. The net-to-gross ratio was 92.9%.

20.4.2.1 Avoided Replacement Costs

The Evaluators have added the benefits of avoided replacement costs (ARC). The table below summarize the ARC by measure in PFI.

Information on methodology can be found in Section 3.4.1.3 Avoided Replacement Costs.

TABLE 20-16 SUMMARY OF ARC FOR PFI

Measure	*Ex Post* Gross ARCs ($)	*Ex Post* Net ARCs ($)
TA Bonus	$0	$0
Screw Based LED	$0	$0
Linear LED	$32,071	$29,804
LED Fixture	$35,278	$32,784
Chiller	$0	$0
BMS	$0	$0
AC Tune Up	$0	$0
Total	**$67,349**	**$62,587**

Sums may differ due to rounding.

20.4.3 PROCESS FINDINGS

The Evaluators conducted staff interviews and administered participant and trade ally interviews.

20.4.3.1 Staff and Implementer Interviews

The following section summarizes key findings from in-depth interviews with two ENO program staff and two APTIM staff. ENO staff participated in one interview, while APTIM staff participated in a separate interview.

These interviews aimed to gather insights into the design and operations of the Publicly Funded Institutions program, as well as the successes and challenges experienced during PY14. Each interview lasted approximately 45 minutes and was conducted via Microsoft Teams. With participant permission, evaluators recorded all interviews. The following narrative presents a summary of these discussions.

20.4.3.1.1 *Program Description and Implementation*

The Publicly Funded Institutions (PFI) program provides financial incentives and technical services to help publicly funded customers overcome barriers to energy efficiency improvements, such as the high upfront cost of equipment and limited technical knowledge or resources.

While the program saw strong engagement in PY12, participation declined in PY13 and PY14. Program staff have struggled to gain traction with key PFI customers, such as the City of New Orleans and the Sewerage and Water Board, noting that city offices are not interested in participating. Staff are unsure why these offices no longer engage with the program, as they appear to have the necessary capital and resources for upgrade projects but choose not to participate.

20.4.3.2 Participant Interviews

Evaluators conducted interviews with five participants of the Publicly Funded Institutions program.

Table 17-20 display a respondent overview.

TABLE 20-17 RESPONDENT OVERVIEW

Program	Business Type	Employees
Publicly Funded Institutions	Director of Facilities, Private Catholic High School	Prefer not to answer
	Chief Operating Officer, Rec Center	51+
	Facility Director, College Prep School	51+
	Electrical Supervisor, City Water Management	51+
	Chief Operating Officer, Charter School	51+

20.4.3.2.1 *Program Strengths*

The Publicly Funded Institutions Energy Smart Program received positive feedback, with businesses highlighting financial incentives, an easy installation process, and noticeable energy savings. The program was seen as a valuable tool for upgrading facilities, reducing energy consumption, and supporting sustainability goals. Many participants expressed high satisfaction with the program and its outcomes.

All five publicly funded businesses cited cost savings and financial incentives as key benefits.

> *"It's all about trying to save a dollar when you're in a school setting, you have limited resources on certain things, and we're able to capture some of the funds to allow us to do some of the projects we wanted to do around campus."*
> *– Facility Director, College Prep School, Publicly Funded Institutions*

Four businesses emphasized improved energy efficiency and lower utility bills.

> *"It's trying to save the company money on reducing the energy bill or the energy usage."*
> *– Electrical Supervisor, City Water Management, Publicly Funded Institutions*

> *"It's just a better light. I think it's better for the kids in the classrooms we're putting them in... I think it produces more productive students in the classroom."*
> *– Facility Director, College Prep School, Publicly Funded Institutions*

20.4.3.2.2 *Program Challenges*

While the Publicly Funded Institutions Energy Smart Program was well-received, some participants identified challenges or areas for improvement. The main hurdles included the complexity of the application process, the need for upfront costs or partial funding, and occasional issues with the quality or performance of installed equipment. These factors sometimes deterred full participation or limited the scope of projects undertaken.

Three of five publicly funded institutions cited the application process as time-consuming and complex, particularly for those with limited staff resources.

> *"I don't have a lot of time; just sitting down and figuring out what to apply for and what works and doesn't work is too time-consuming."*
> *– Chief Operating Officer, Charter School, Publicly Funded Institutions*

Two of five publicly funded institutions noted that rebates did not cover full project costs, making it harder to justify the investment.

> *"I think some people are put off because if the rebates don't cover the full cost… it's not covering the full cost of switching to LED light."*
> *– Chief Operating Officer, Charter School, Publicly Funded Institutions*

One of five publicly funded institutions reported reduced lighting brightness after upgrades, which can be problematic for certain facilities.

> *"I wish I would have done a little more research in terms of the actual outcome of the job. Because in some cases, our ballparks went from real bright on the field to a little less bright with the LEDs." – Chief Operating Officer, Rec Center, Publicly Funded Institutions*

20.4.3.2.3 *Program Engagement Opportunities*

Publicly funded institutions suggested several ways Entergy could enhance the Publicly Funded Institutions Energy Smart Program. Key areas for improvement included increasing financial incentives, simplifying the application process, and providing more comprehensive information about available options and their impacts.

Two of five publicly funded institutions recommended offering more upfront details on energy-efficient upgrades and their potential outcomes.

> *"I would like a sample of options on the front end. Like, okay, if we install these lights, you'll save on the energy side, but this will make your gym a little dimmer."*
> *– Chief Operating Officer, Rec Center, Publicly Funded Institutions*

Two of five publicly funded institutions suggested increasing rebates or covering a larger percentage of project costs for schools and other publicly funded organizations with limited budgets.

> *"[Prioritize businesses] like schools and hospitals, where they get a higher percentage of money so they don't have out-of-pocket costs, that's probably more helpful."*
> *– Chief Operating Officer, Charter School, Publicly Funded Institutions*

One publicly funded institution recommended expanding the program to include more HVAC upgrades and providing additional information on these options.

> *"I would like more information on that HVAC side and ways that we can take on more projects and be more efficient because we have some older systems around here."*
> *– Facility Director, College Prep School, Publicly Funded Institutions*

20.4.3.3 Trade Ally Interviews

Evaluators conducted an interview with a trade ally partnered with the Publicly Funded Institutions program to gain insight into their experience. The trade ally emphasized the importance of sustainability in their business model and their focus on installing energy-efficient equipment, such as HVAC systems and lighting.

They expressed high satisfaction with Entergy New Orleans' Energy Smart program, praising its straightforward application process, responsive staff, and the sense of partnership it fosters. They noted that the program's financial incentives are crucial in enabling customers to implement energy-efficient upgrades they might not otherwise afford.

The trade ally reported no major challenges with the program but suggested minor improvements, such as adding application status notifications and establishing a more formal approval process.

TABLE 17-20 display a respondent overview.

TABLE 20-18 RESPONDENT OVERVIEW

Program	Business Type	Employees
Government & Public Education	Engineering Firm, Installer	51+

20.4.3.3.1 *Program Strengths*

The Energy Smart program offered by Entergy New Orleans has several notable strengths. The trade ally highlighted the program's straightforward application requirements, the responsiveness and helpfulness of Entergy staff, and the strong sense of partnership that made the process feel collaborative. They also praised the program's financial incentives, which help customers implement energy-efficient upgrades that might otherwise be unaffordable, leading to reduced energy usage and improved sustainability.

> *"The application requirements were straightforward. They were well laid out."*

– Manager, Engineering Energy Services, Publicly Funded Institutions

"If I had questions… the contacts at Entergy were very responsive and willing to help." – Manager, Engineering Energy Services, Publicly Funded Institutions

"It allows our customers to do projects that they might not be able to afford otherwise. So, the financial incentives help pay for the project." – Manager, Engineering Energy Services, Publicly Funded Institutions

20.4.3.3.2 *Program Challenges*

The trade ally had a highly positive experience with the Energy Smart program and did not identify major challenges. The only minor inconvenience mentioned was the lack of an automated notification system for application status.

"With some other utilities… you receive immediate notification on the status of your applications, and that's helpful because if you send a rebate application in and you're waiting a few weeks… You want to correct [errors] as soon as possible." – Manager, Engineering Energy Services, Publicly Funded Institutions

20.4.3.3.3 *Deeper Trade Ally Engagement*

The trade ally suggested implementing a more formal or automated approval process to improve efficiency, as mentioned above.

20.5 Key Findings and Recommendations

The following summarizes the key findings and conclusions.

- Declining Participation from Key Public Entities: Key government agencies, such as the City of New Orleans and the Sewerage and Water Board, are not engaging with the program despite having the resources for upgrades. Staff are unsure why participation has dropped.
- Limited Awareness of Upgrade Options: Some participants wanted more upfront information on how different upgrades would impact their facilities, such as lighting brightness changes in gyms and ballparks.
- Application Process Complexity: Participants cited the application process as time-consuming, particularly for organizations with limited staff.
- Partial Cost Coverage: Some institutions found the rebates insufficient to cover full project costs, making it difficult to justify upgrades.

The following summarizes key recommendations.

- Develop Pre-Project Comparison Tools for Upgrade-Impacts: Participants expressed concerns about the impact of upgrades on their facilities, such as how lighting retrofits might affect brightness levels in schools and recreational spaces. Providing clearer pre-project assessments, such as case studies, visual comparisons, or pre- and post-installation energy savings estimates, would help institutions make more informed decisions. Site visits to facilities that have undergone similar upgrades could also offer firsthand insights into expected outcomes. By improving transparency about upgrade impacts, the program can increase confidence in participation.
- Streamline and Support the Application Process: Given that multiple participants cited the complexity of the application process as a barrier, simplifying and providing more guidance could improve accessibility. Offering a more user-friendly online portal with pre-filled forms based on previous submissions, creating step-by-step application guides, and providing dedicated program liaisons for publicly funded institutions could ease the burden. Additionally, hosting technical assistance sessions where program staff walk applicants through paperwork could ensure that interested organizations complete the process successfully.
- Reassess Incentive Structures for High Need Institutions: To increase participation among schools and other publicly funded institutions with budget constraints, program staff should consider increasing incentives for select customer segments, and exploring partnerships with third-party funders or state energy efficiency grants to offset remaining project costs.

21 APPENDIX A: COMMERCIAL SITE REPORTS

159332-2024-W4M0

Executive Summary

This facility is a service site that has completed a retrofit of the interior lighting. The kWh realization rate for this project is 90% and the peak coincidence kW realization rate 90%.

Project Description

This project consisted of the following work:

- (8) T8/T12 Fixtures replaced with (8) 14 W LED Fixtures

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. Savings are calculated using the lamp type, quantity and location using the approach from the New Orleans TRM v7 section 2.6.1 Lighting Efficiency. The following equations were used to calculate the annual energy savings from the retrofit:

$$\text{kWh}_{\text{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times AOH \times IEF_E$$

$$\text{kW}_{\text{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times CF \times IEF_E$$

$$therms_{penalty} = kWh_{savings} \times IEF_G$$

Where:

kWhsavings	= Annual energy savings
kWsavings	= Peak energy demand reduction
Nfixt	= Quantity of fixtures either being removed or installed
Wfixt	= Rated wattage of the fixture being removed or installed
AOH	= Annual operating hours for specified building type
IEFE	= Interactive effects factor for energy savings
IEFD	= Interactive effects factor for demand savings
IEFG	= Interactive effects factor for gas heating savings
CF	= Peak demand coincidence factor
pre	*= Denotes pre-installation state*
post	*= Denotes post-installation state*

TABLE 1 SAVINGS PARAMETERS

Measure	*Pre Quantity (Fixtures)*	*Post Quantity (Fixtures)*	*Pre Wattage*	*Post Wattage*	*Hours*	*IEFe*

Lighting Efficiency	8	8	31	14	3,406	0.87

TABLE 2 ENERGY SAVINGS

Measure	*Expected kWh Savings*	*Realized kWh Savings*	*Realization Rate*	*EUL*	*Lifetime Savings*
Lighting Efficiency	448	403	90%	15	6,045

TABLE 3 PEAK KW REDUCTION

Measure	*CF*	*IEFd*	*Expected Peak kW Reductions*	*Realized Peak kW Reductions*	*Realization Rate*
Lighting Efficiency	0.9	1.2	0.16	0.15	90%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	0.16	0.15	90%
Annual kWh	448	403	90%

The kWh realization rate for this project is 90% and the peak coincidence kW realization rate is 90%.

The ex-post calculator used the fixture type and quantity provided, which were verified during the desk review, and the prescriptive TRM values for the AOH, IEFE, IEFD, and CF. The prescriptive building type used was "Service: Excluding Food" for all spaces because it best fits the space description where the lighting retrofit took place.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 5 CAUSES OF DISCREPANCY

Variable	*Ex-Ante*	*Ex-Post*	*Reason*
Pre-Fixture Wattage	32	31	Ex ante uses fixture wattage only and Ex post considered ballast factor

CIP_945

Executive Summary

This facility is a full menu restaurant that replaced two (2) high efficiency AC units. The kWh realization rate for this project is 65% and the peak coincidence kW realization rate 195%.

Project Description

This project consisted of the following work:

- (2) High Efficiency AC Unit Replacement

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. The desk review for this project was conducted with unit capacity and deemed values from New Orleans TRM v7.0 section 2.3.2 Unitary and Split System AC/HP Equipment. The following equations were used to calculate the annual energy savings from the tune-up:

$$\text{kWh}_{\text{Savings}} = Capacity \times \frac{1\ kW}{1{,}000\ W} \times EFLH_C \times \left(\frac{1}{IEER_{Base}} - \frac{1}{IEER_{Post}}\right)$$

$$\text{kW}_{\text{Savings}} = Capacity \times \frac{1\ kW}{1{,}000\ W} \times CF \times \left(\frac{1}{EER_{Base}} - \frac{1}{EER_{Post}}\right)$$

Where:

$kWh_{savings}$	= Annual energy savings
$kW_{savings}$	= Peak energy demand reduction
Capacity	= Nameplate output capacity of AC Unit (btu/hr)
IEER	= Integrated Energy Efficiency Ratio
EER	= Full Load efficiency of AC Unit
EFLH	= Effective Full Load Hours of AC Unit based on building type
CF	= Coincidence Factor

TABLE 1 SAVINGS PARAMETERS

Unit	Capacity	$IEER_{Base}$	$IEER_{Post}$	EER_{Base}	EER_{Post}	EFLH	CF
RTU-2	118,000	14.8	15	11.2	11	1997	0.85
RTU-3	118,000	14.8	15	11.2	11	1997	0.85

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
AC replacement	652	425	65%	15	6,369

TABLE 3 PEAK KW REDUCTION

Measure	*Expected Peak kW Reductions*	*Realized Peak kW Reductions*	*Realization Rate*
AC replacement	-0.17	-0.33	195%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	-0.17	-0.33	195%
Annual kWh	652	425	65%

The kWh realization rate for this project is 65% and the peak coincidence kW realization rate is 195%.

The ex-post analysis used the output capacities of each AC unit along with prescriptive TRM values for IEER, EER, EFLH, and CF. The prescriptive building type used was “Full Menu Restaurant”. Differences in ex-post calculations leading to a low kWh realization rate and a high kW realization rate can be attributed to baseline minimum efficiency values.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 5 CAUSES OF DISCREPANCY

Variable	*Ex-Ante*	*Ex-Post*	*Reason*
$IEER_{Base}$	14.7	14.8	Ex-Ante value was an average of the minimum efficiency values
EER_{Base}	11.1	11.2	Ex-Ante value was an average of the minimum efficiency values
Cooling Capacity	120,000	118,000	Changed to match AHRI rating

CIP_987

Executive Summary

This facility is a retail building that replaced one (1) high efficiency AC unit. The kWh realization rate for this project is 83%; as there are no ex-post peak coincidence kW savings, there is no peak coincidence kW realization rate.

Project Description

This project consisted of the following work:

- (1) High Efficiency AC Unit Replacement

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. The desk review for this project was conducted with unit capacity and deemed values from New Orleans TRM v7.0 section 2.3.2 Unitary and Split System AC/HP Equipment. The following equations were used to calculate the annual energy savings from the tune-up:

$$\text{kWh}_{\text{Savings}} = Capacity \times \frac{1\ kW}{1{,}000\ W} \times EFLH_C \times \left(\frac{1}{IEER_{Base}} - \frac{1}{IEER_{Post}}\right)$$

$$\text{kW}_{\text{Savings}} = Capacity \times \frac{1\ kW}{1{,}000\ W} \times CF \times \left(\frac{1}{EER_{Base}} - \frac{1}{EER_{Post}}\right)$$

Where:

$kWh_{savings}$	= Annual energy savings
$kW_{savings}$	= Peak energy demand reduction
Capacity	= Nameplate output capacity of AC Unit (btu/hr)
IEER	= Integrated Energy Efficiency Ratio
EER	= Full Load efficiency of AC Unit
EFLH	= Effective Full Load Hours of AC Unit based on building type
CF	= Coincidence Factor

TABLE 1 SAVINGS PARAMETERS

Unit	Capacity	$IEER_{Base}$	$IEER_{Post}$	EER_{Base}	EER_{Post}	EFLH	CF
RTU-1	69,000	14.8	15.5	11.2	11.2	1997	0.85

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
AC replacement	807	672	83%	15	10,078

TABLE 3 PEAK KW REDUCTION

Measure	*Expected Peak kW Reductions*	*Realized Peak kW Reductions*	*Realization Rate*
AC replacement	0.05	0.00	-%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	0.05	0.00	-%
Annual kWh	807	672	83%

The kWh realization rate for this project is 83%; there is no peak coincidence kW realization rate.

The ex-post analysis used the output capacities of each AC unit along with prescriptive TRM values for IEER, EER, EFLH, and CF. The prescriptive building type used was “Retail”. Differences in ex-post calculations leading to a low kWh realization rate and no kW realization rate can be attributed to baseline and post minimum efficiency values.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 5 CAUSES OF DISCREPANCY

Variable	*Ex-Ante*	*Ex-Post*	*Reason*
$IEER_{Base}$	14.7	14.8	Ex-Ante value was an average of the minimum efficiency values
EER_{Base}	11.1	11.2	Ex-Ante value was an average of the minimum efficiency values
$IEER_{Post}$	16	15.5	Ex-Post value used was from the provided AHRI specification sheet
EER_{Post}	11	11.2	Ex-Post value used was from the provided AHRI specification sheet

165184-2024-J7W0

Executive Summary

This facility is a tattoo parlor that has completed a retrofit of some of its lighting from fluorescent to LED. The kWh realization rate for this project is 130% and the peak coincidence kW realization rate 130%.

Project Description

This project consisted of the following work:

- (7) 15W CFL lamps to (7) 9W LED lamps
- (10) 40W (nominal) linear fluorescent T12 lamps to (10) 14W linear LED lamps

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. Savings are calculated using the lamp type, quantity and location using the approach from the New Orleans TRM v7 section 2.6.1 Lighting Efficiency. The following equations were used to calculate the annual energy savings from the retrofit:

$$\text{kWh}_{\text{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times AOH \times IEF_E$$

$$\text{kW}_{\text{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times CF \times IEF_E$$

$$therms_{penalty} = kWh_{savings} \times IEF_G$$

Where:

$kWh_{savings}$	= Annual energy savings
$kW_{savings}$	= Peak energy demand reduction
N_{fixt}	= Quantity of fixtures either being removed or installed
W_{fixt}	= Rated wattage of the fixture being removed or installed
AOH	= Annual operating hours for specified building type
IEF_E	= Interactive effects factor for energy savings
IEF_D	= Interactive effects factor for demand savings
IEF_G	= Interactive effects factor for gas heating savings (0.00)
CF	= Peak demand coincidence factor
pre	*= Denotes pre-installation state*
post	*= Denotes post-installation state*

TABLE 1 SAVINGS PARAMETERS

Measure	Pre Quantity (Fixtures)	Post Quantity (Fixtures)	Pre Wattage	Post Wattage	AOH	IEFe
15W CFL to 9W LED	7	7	15	9	3,406	0.87
40W LF to 14W TLED	10	10	51	14	3,406	0.87

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
15W CFL to 9W LED	131	125	95%	4	498
40W LF to 14W TLED	809	1,096	136%	15	16,446

TABLE 3 PEAK KW REDUCTION

Measure	CF	IEFd	Expected Peak kW Reductions	Realized Peak kW Reductions	Realization Rate
15W CFL to 9W LED	0.9	1.2	0.048	0.045	94%
40W LF to 14W TLED	0.9	1.2	0.295	0.400	136%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	Expected	Measured	Realization Rate
Coincident Peak kW	0.342	0.445	130%
Annual kWh	939.6	1,221	130%

The kWh realization rate for this project is 130% and the peak coincidence kW realization rate is 130%.

The ex-post calculator used the fixture/lamp types and quantities provided and prescriptive TRM values for the AOH, IEF_E, IEF_D, CF, and baseline wattage. The prescriptive building type used was “Service: Excluding Food” for all spaces because it best fits the space description where the lighting retrofits took place.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 5 CAUSES OF DISCREPANCY

Variable	Ex-Ante	Ex-Post	Reason
Pre Wattage (Linear Fluorescents)	40	51	Ex-Ante analysis used nominal wattage. Ex-Post analysis uses prescriptive wattage for nominally 40W LF lamps with magnetic ballasts (ballast type specified in Ex-Ante)

164649-2024-F3S7

Executive Summary

This facility is a retail building which installed two smart thermostats. The kWh realization rate for this project is 92%; as there are no ex-post peak coincidence kW savings, there is no peak coincidence kW realization rate.

Project Description

This project consisted of the following work:

- (2) Smart Thermostat

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. The desk review for this project was conducted with unit capacity and efficiency with deemed EFLH values from New Orleans TRM v7.0 section 2.3.8 Smart Thermostats. The following equations were used to calculate the annual energy savings from the tune-up:

$$kWh\ Savings = Capacity(C) \times \frac{1}{SEER \times 1000} \times EFLH_C \times Savings\%_C + Capacity(H) \times \frac{1}{HSPF \times 1000} \times EFLH_H \times Savings\%_H$$

Where:

Capacity(C) = Cooling capacity (BTU)
SEER = Efficiency of controlled AC. Use current code requirements if nameplate actual is not available.
1000 = unit conversion
EFLH(C) = Equivalent Full Load Cooling Hours. See table below.
Capacity(H) = Heating capacity (BTU)
HSPF = Heating Efficiency of controlled HVAC system. Use current code requirements if nameplate actual is not available.
EFLH(H) = Equivalent Full Load Heating Hours. See table below.
Savings%(C) = Annual percent cooling savings
Savings%(H) = Annual percent heating savings

TABLE 1 SAVINGS PARAMETERS

Unit	*Capacity*	*SEER*	*EFLHc*
Area 1	60,000	13	2,056
Area 2	60,000	14	2,056

TABLE 2 ENERGY SAVINGS

Measure	*Expected kWh Savings*	*Realized kWh Savings*	*Realization Rate*	*EUL*	*Lifetime Savings*
Smart Thermostat	497	474	95%	11	5,218
Smart Thermostat	497	440	89%	11	4,845

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Annual kWh	994	915	92%

The kWh realization rate for this project is 92%; there is no peak coincidence kW realization rate.

The ex-post analysis used verified capacities and efficiencies of the HVAC equipment, whereas ex ante savings were estimated using deemed inputs from the TRM.

164657-2024-D6L8

Executive Summary

This facility is a service site that has completed the following measures: interior lighting retrofit, installed advanced power strips, and installed a smart thermostat. The kWh realization rate for this project is 84% and the peak coincidence kW realization rate 114%.

Project Description

This project consisted of the following work:

- (8) T8 Fixtures replaced with (8) 14 W LED Fixtures
- (1) Smart Thermostat

Measurement and Verification Effort

The Evaluators performed a site visit to verify the savings claimed for this project.

Lighting

Savings are calculated using the lamp type, quantity and location using the approach from the New Orleans TRM v7 section 2.6.1 Lighting Efficiency. The following equations were used to calculate the annual energy savings from the retrofit:

$$\mathrm{kWh_{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times AOH \times IEF_E$$

$$\mathrm{kW_{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times CF \times IEF_D$$

$$therms_{penalty} = kWh_{savings} \times IEF_G$$

Where:

kWhsavings	= Annual energy savings
kWsavings	= Peak energy demand reduction
Nfixt	= Quantity of fixtures either being removed or installed
Wfixt	= Rated wattage of the fixture being removed or installed
AOH	= Annual operating hours for specified building type
IEFE	= Interactive effects factor for energy savings
IEFD	= Interactive effects factor for demand savings
IEFG	= Interactive effects factor for gas heating savings
CF	= Peak demand coincidence factor
pre	*= Denotes pre-installation state*
post	*= Denotes post-installation state*

TABLE 1 SAVINGS PARAMETERS

Measure	*Pre Quantity (Fixtures)*	*Post Quantity (Fixtures)*	*Pre Wattage*	*Post Wattage*	*Hours*	*IEFe*
Lighting Efficiency	8	8	32	14	4,312	0.98

Smart Thermostats

Savings are calculated using the approach from the New Orleans TRM v7 section 2.3.8 Smart Thermostats. The following equations were used to calculate the annual energy savings from the retrofit:

$$\text{kWh}_{\text{Savings}} = \text{CAP} \times \frac{EFLH}{SEER \times 1000} \times Savings\%$$

Where:

CAP	= Unit Capacity in BTU
EFLH	= Effective Full Load Hours for cooling
SEER	= Unit efficiency of controlled AC
Savings%	= Deemed annual percentage cooling savings

TABLE 2 ENERGY SAVINGS

Measure	*CAP*	*EFLH*	*SEER*	*Savings%*	*$kWh_{Savings}$*
Smart Thermostats	57,000	3,191	13	5%	700

TABLE -21-1 ENERGY SAVINGS

Measure	*Expected kWh Savings*	*Realized kWh Savings*	*Realization Rate*	*EUL*	*Lifetime Savings*
Lighting Efficiency	578	609	105%	15	9,128
Smart Thermostats	944	700	74%	11	7,695
Total	1,522	1,308	86%		16,823

TABLE 3 PEAK KW REDUCTION

Measure	*Expected Peak kW Reductions*	*Realized Peak kW Reductions*	*Realization Rate*
Lighting Efficiency	0.15	0.16	105%
Smart Thermostats	0	0	-
Total	0.15	0.16	105%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	0.15	0.16	105%
Annual kWh	1,522	1,308	86%

The kWh realization rate for this project is 86% and the peak coincidence kW realization rate is 105%.

The ex-post calculator used the fixture type and quantity provided, which were verified during the site visit, and the prescriptive TRM values for the AOH, IEFE, IEFD, and CF. The prescriptive building type used was "Service: Excluding Food" for all spaces because it best fits the space description where the lighting retrofit took place.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 5 CAUSES OF DISCREPANCY

Variable	*Ex-Ante*	*Ex-Post*	*Reason*
Pre-Fixture Wattage	31	32	Ex ante uses fixture wattage only and Ex post considered ballast factor
Smart Thermostat	Deemed	TRM	Ex ante used a deemed value per unit instead of using the actual AC unit controlled, as per the TRM guidelines.

CIP_995

Executive Summary

This facility is a retail facility that performed an AC tune up on seven (7) AC units. The kWh realization rate for this project is 86% and the peak coincidence kW realization rate 86%.

Project Description

This project consisted of the following work:

- (7) AC Tune-ups

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. The desk review for this project was conducted with unit capacity and deemed values from New Orleans TRM v7.0 section 2.3.5 Air Conditioner and Heat Pump Tune-up. The following equations were used to calculate the annual energy savings from the tune-up:

$$\mathrm{kWh}_{\mathrm{Savings}} = \frac{Capacity}{EER} \times \frac{1\ kW}{1{,}000\ W} \times EFLH_C \times Savings\%$$

$$\mathrm{kW}_{\mathrm{Savings}} = \frac{Capacity}{EER} \times \frac{1\ kW}{1{,}000\ W} \times LF \times Savings\%$$

Where:

$kWh_{savings}$	= Annual energy savings
$kW_{savings}$	= Peak energy demand reduction
Capacity	= Nameplate output capacity of AC Unit (btu/hr)
EER	= Full Load efficiency of AC Unit
EFLH	= Effective Full Load Hours of AC Unit based on building type
CF	= Coincidence Factor
Savings%	= Savings percentage

TABLE 1 SAVINGS PARAMETERS

Unit	Capacity	EER	EFLH	Savings%	kWh Savings	CF	kW Savings
1	60,000	11	3,191	6.32%	1,100	0.88	0.30
2	90,000	10.8	3,191	6.32%	1,681	0.88	0.46
3	60,000	11	3,191	6.32%	1,100	0.88	0.30
4	90,000	10.8	3,191	6.32%	1,681	0.88	0.46
5	60,000	12	3,191	6.32%	1,008	0.88	0.28
6	60,000	13	3,191	6.32%	931	0.88	0.26
7	60,000	14	3,191	6.32%	864	0.88	0.24

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
AC Tune-up	9,757	8,365	86%	10	83,647

TABLE 3 PEAK KW REDUCTION

Measure	Expected Peak kW Reductions	Realized Peak kW Reductions	Realization Rate
AC Tune-up	2.69	2.31	86%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	Expected	Measured	Realization Rate
Coincident Peak kW	2.69	2.31	86%
Annual kWh	9,757	8,365	86%

The kWh realization rate for this project is 86% and the peak coincidence kW realization rate is 86%.

The ex-post analysis used the output capacities of each AC unit along with prescriptive TRM values for Savings percentage, EER, EFLH, and CF. The prescriptive building type used was “Retail”. Differences in ex-post calculations leading to a low realization rate can be attributed to difference in the calculation methodology. The ex-ante method attempted to calculate savings by measuring the unit efficiency before and after the tune up. However, this method was not done properly with correct measurements including a power factor, which resulted in measure reading that show a EER value that is much higher than the manufacturer specifications ideal efficiency. This extremely high EER values makes the provided measured data unable to be used and therefore, the deemed savings percentage method and default EER values from the TRM were necessary.

CIP_981

Executive Summary

This facility is a retail facility that performed an AC tune up on four (4) AC units. The kWh realization rate for this project is 16% and the peak coincidence kW realization rate 16%.

Project Description

This project consisted of the following work:

- (4) AC Tune-ups

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. The desk review for this project was conducted with unit capacity and deemed values from New Orleans TRM v7.0 section 2.3.5 Air Conditioner and Heat Pump Tune-up. The following equations were used to calculate the annual energy savings from the tune-up:

$$\text{kWh}_{\text{Savings}} = \frac{Capacity}{EER} \times \frac{1\ kW}{1{,}000\ W} \times EFLH_C \times Savings\%$$

$$\text{kW}_{\text{Savings}} = \frac{Capacity}{EER} \times \frac{1\ kW}{1{,}000\ W} \times LF \times Savings\%$$

Where:

$kWh_{savings}$	= Annual energy savings
$kW_{savings}$	= Peak energy demand reduction
Capacity	= Nameplate output capacity of AC Unit (btu/hr)
EER	= Full Load efficiency of AC Unit
EFLH	= Effective Full Load Hours of AC Unit based on building type
CF	= Coincidence Factor
Savings%	= Savings percentage

TABLE 1 SAVINGS PARAMETERS

Unit	*Capacity*	*EER*	*EFLH*	*Savings%*	*kWh Savings*	*CF*	*kW Savings*
1	60,000	9.5	2,095	6.32%	3,512	0.88	1.29
2	60,000	9.5	2,095	6.32%	5,017	0.88	1.84
3	60,000	9.8	2,095	6.32%	2,270	0.88	0.83
4	60,000	9.8	2,095	6.32%	2,270	0.88	0.83

TABLE 2 ENERGY SAVINGS

Measure	*Expected kWh Savings*	*Realized kWh Savings*	*Realization Rate*	*EUL*	*Lifetime Savings*
AC Tune-up	27,139	4,400	16%	10	44,001

TABLE 3 PEAK KW REDUCTION

Measure	*Expected Peak kW Reductions*	*Realized Peak kW Reductions*	*Realization Rate*
AC Tune-up	7.48	1.21	16%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	7.48	1.21	16%
Annual kWh	27,139	4,400	16%

The kWh realization rate for this project is 16% and the peak coincidence kW realization rate is 16%.

The ex-post analysis used the output capacities of each AC unit along with prescriptive TRM values for Savings percentage, EER, EFLH, and CF. The prescriptive building type used was “Retail”. Differences in ex-post calculations leading to a low realization rate can be attributed to difference in the calculation methodology. The ex-ante method attempted to calculate savings by measuring the unit efficiency before and after the tune up. However, this method was not done properly with correct measurements including a power factor, which resulted in measure reading that show a EER value that is much higher than the manufacturer specifications ideal efficiency. This extremely high EER values makes the provided measured data unable to be used and therefore, the deemed savings percentage method and default EER values from the TRM were necessary.

CIP_970

Executive Summary

This facility is a military barracks that performed an AC tune up on twenty-five (25) AC units. The kWh realization rate for this project is 141% and the peak coincidence kW realization rate 92%.

Project Description

This project consisted of the following work:

- (25) AC Tune-ups

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. The desk review for this project was conducted with unit capacity and deemed values from New Orleans TRM v7.0 section 2.3.5 Air Conditioner and Heat Pump Tune-up. The following equations were used to calculate the annual energy savings from the tune-up:

$$\mathrm{kWh}_{\mathrm{Savings}} = \frac{Capacity}{EER} \times \frac{1\ kW}{1{,}000\ W} \times EFLH_C \times Savings\%$$

$$\mathrm{kW}_{\mathrm{Savings}} = \frac{Capacity}{EER} \times \frac{1\ kW}{1{,}000\ W} \times LF \times Savings\%$$

Where:

$kWh_{savings}$	= Annual energy savings
$kW_{savings}$	= Peak energy demand reduction
Capacity	= Nameplate output capacity of AC Unit (btu/hr)
EER	= Full Load efficiency of AC Unit
EFLH	= Effective Full Load Hours of AC Unit based on building type
CF	= Coincidence Factor
Savings%	= Savings percentage

TABLE 1 SAVINGS PARAMETERS

Unit	Capacity	EER	EFLH	Savings%	kWh savings	CF	kW Savings
1	252,000	9.5	2,095	6.32%	3,512	0.77	1.29
2	360,000	9.5	2,095	6.32%	5,017	0.77	1.84
3	168,000	9.8	2,095	6.32%	2,270	0.77	0.83
4	168,000	9.8	2,095	6.32%	2,270	0.77	0.83
5	360,000	9.5	2,095	6.32%	5,017	0.77	1.84
6	540,000	9.5	2,095	6.32%	7,526	0.77	2.77
7	540,000	9.5	2,095	6.32%	7,526	0.77	2.77
8	540,000	9.5	2,095	6.32%	7,526	0.77	2.77
9	540,000	9.5	2,095	6.32%	7,526	0.77	2.77
10	540,000	9.5	2,095	6.32%	7,526	0.77	2.77
11	84,000	10.8	2,095	6.32%	1,030	0.77	0.38
12	96,000	10.8	2,095	6.32%	1,177	0.77	0.43
13	48,000	11	2,095	6.32%	578	0.77	0.21
14	36,000	11	2,095	6.32%	433	0.77	0.16
15	36,000	11	2,095	6.32%	433	0.77	0.16
16	36,000	11	2,095	6.32%	433	0.77	0.16
17	36,000	11	2,095	6.32%	433	0.77	0.16
18	36,000	11	2,095	6.32%	433	0.77	0.16
19	120,000	10.8	2,095	6.32%	1,471	0.77	0.54
20	36,000	11	2,095	6.32%	433	0.77	0.16
21	96,000	10.8	2,095	6.32%	1,177	0.77	0.43
22	96,000	10.8	2,095	6.32%	1,177	0.77	0.43
23	36,000	11	2,095	6.32%	433	0.77	0.16
24	36,000	11	2,095	6.32%	433	0.77	0.16
25	162,000	9.8	2,095	6.32%	2,189	0.77	0.80

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
AC Tune-up	48,123	67,982	141%	10	679,820

TABLE 3 PEAK KW REDUCTION

Measure	Expected Peak kW Reductions	Realized Peak kW Reductions	Realization Rate
AC Tune-up	27.26	24.99	92%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	27.26	24.99	92%
Annual kWh	48,123	67,982	141%

The kWh realization rate for this project is 141% and the peak coincidence kW realization rate is 92%.

The ex-post analysis used the output capacities of each AC unit along with prescriptive TRM values for IEER, EER, EFLH, and CF. The prescriptive building type used was “Full Menu Restaurant”. Differences in ex-post calculations leading to a low kWh realization rate and a high kW realization rate can be attributed to baseline minimum efficiency values.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 5 CAUSES OF DISCREPANCY

Variable	*Ex-Ante*	*Ex-Post*	*Reason*
EFLH	1,483	2,095	Ex-Ante used “Large Office” as the building type, Ex-post thought “Lodging” was a better fit
CF	0.84	0.77	Same reason as above

CIP_935

Executive Summary

This facility is a large office that retrofit existing fan motors with electrical resistance with Direct Digital Control (DDC) to implement a runtime schedule. The kWh realization rate for this project is 36% and no peak coincidence kW.

Project Description

This project consisted of the following retrofits:

- DDC on (7) fan motors with electrical resistance
- Implemented occupancy schedule

Measurement and Verification Effort

The Evaluators performed a site visit to verify the installation of DDC on seven fan motors. During the site visit, controls, occupancy schedule and motor quantity were verified to be accurate versus the ex-ante expectations. Savings are calculated using custom calculations and assumptions from the New Orleans TRM v7. The following equations were used to calculate the annual energy savings from the retrofit:

$$\text{kWh}_{\text{Savings}} = kWh_{savings,fan} + kWh_{savings,heat}$$

$$\text{kWh}_{\text{Savings,fan}} = kW_{fan} \times (AOH_{pre} - AOH_{post}) \times LF$$

$$\text{kWh}_{\text{Savings,heat}} = kW_{hea} \times (EFLH_{pre} - ELFH_{post}) \times LF$$

$$\text{EFLH}_{pre} = EFLH_{post} \times \frac{CDD_{no\ sch}}{CDD_{sc}}$$

Where:

kW_{fan}	= Fan motor operating energy consumption
AOH	= Annual operating hours
LF	= Motor load factor
kW_{heat}	= Unit heating energy consumption
$EFLH_{post}$	= Effective Full Load Hours heating, taken from the ENO TRM for HP heating
$EFLH_{pre}$	= Estimated Effective Full Load Hours before equipment had a control schedule
$CDD_{no\ sch}$	= Cooling Degree Days calculated from TMY3 weather without a schedule
CDD_{sch}	= Cooling Degree Days calculated from TMY3 weather with a schedule

TABLE 1 SAVINGS PARAMETERS

kW_{fan}	kW_{heat}	AOH_{pre}	AOH_{post}	LF	$EFLH_{pre}$	$EFLH_{post}$	$CDD_{no\ sch}$	CDD_{sch}
4.96	18	8,760	4,368	0.75	392	652	3,047	1,833

TABLE 2 ENERGY SAVINGS

Measure	*Expected kWh Savings*	*Realized kWh Savings*	*Realization Rate*	*EUL*	*Lifetime Savings*
Fan Motor Schedule	17,710	16,354	92%	10	163,544
Heating Schedule	41,424	4,672	11%	10	46,723
Total	59,134	20,855	35%	10	210,267

Results

TABLE 3 PEAK KW REDUCTION

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	0	0	-
Annual kWh	59,134	20,855	35%

The kWh realization rate for this project is 35% with no peak coincidence kW.

The ex-post calculator used some assumptions about the baseline conditions and new operating conditions that match the ENO TRM since no trending data or supporting data was provided. The calculation method utilizes a reduced fan and heating energy usage resulting from installing controls onto the fan motors that will allow them to operate on a schedule rather than operating continuously.

The fan motor schedule savings are slightly lower because the site visit confirmed a daily operation of 12 hours a day whereas the ex ante analysis used a post daily hour operation of 11 hours.

The heating schedule component of the measure is much lower than the ex ante estimation because of a vast difference in what the pre and post conditions were. The ex ante calculations assumed that the electrical resistance heating elements would be operating at 75% capacity throughout the year, regardless of any heating requirements. And the proposed operating hours were reduced by a fraction of HDD divided by HDD plus CDD. This assumption assumes that with the new controls, the fans will now operate either in full cooling or full heat at all operating hours. This assumption was not substantiated with any trending data or statements that confirmed the heating element was operating for a majority of the year. Without any evidence, the ex post analysis used the EFLH for heating for a large office as the operating hours for the heating element for the post conditions. To estimate the baseline conditions with constant fan operation, the pre EFLH was calculated by multiplying the TRM EFLH value by a ratio of CDD without an implemented schedule divided by the CDD with the facility hours implemented.

CIP_962

Executive Summary

This facility is a large office that retrofit existing fan motors with electrical resistance with Direct Digital Control (DDC) to implement a runtime schedule. The kWh realization rate for this project is 11% and no peak coincidence kW.

Project Description

This project consisted of the following retrofits:

- DDC on (12) VAV boxes with electrical resistance heating
- Implemented occupancy schedule

Measurement and Verification Effort

The Evaluators performed a site visit to verify the installation of DDC on 16 vav mixing boxes. During the site visit, controls, occupancy schedule and motor quantity were verified to be accurate versus the ex-ante expectations. Savings are calculated using custom calculations and assumptions from the New Orleans TRM v7. The following equations were used to calculate the annual energy savings from the retrofit:

$$\mathrm{kWh}_{\mathrm{Savings,heat}} = kW_{hea} \times (EFLH_{pre} - ELFH_{post})$$

$$\mathrm{EFLH}_{pre} = EFLH_{post} \times \frac{CDD_{no\ sch}}{CDD_{sch}}$$

Where:

kW_{heat}	= Unit heating energy consumption
$EFLH_{post}$	= Effective Full Load Hours heating, taken from the ENO TRM for HP heating
$EFLH_{pre}$	= Estimated Effective Full Load Hours before equipment had a control schedule
$CDD_{no\ sch}$	= Cooling Degree Days calculated from TMY3 weather without a schedule
CDD_{sch}	= Cooling Degree Days calculated from TMY3 weather with a schedule

TABLE 1 SAVINGS PARAMETERS

kW_{heat}	$EFLH_{pre}$	$EFLH_{post}$	$CDD_{no\ sch}$	CDD_{sch}
72	392	652	3,047	1,833

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
Heating Schedule	165,696	18,689	11%	4.5	84,101
Total	165,696	18,689	11%	4.5	84,101

Results

TABLE 3 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	0	0	-
Annual kWh	165,696	18,689	11%

The kWh realization rate for this project is 11% with no peak coincidence kW.

The ex-post calculator used some assumptions about the baseline conditions and new operating conditions that match the ENO TRM since no trending data or supporting data was provided. The calculation method utilizes a reduced heating energy usage resulting from installing controls onto the fan motors that will allow them to operate on a schedule rather than operating continuously.

The heating savings are much lower than the ex ante estimation because of a vast difference in what the pre and post conditions were. The ex ante calculations assumed that the electrical resistance heating elements would be operating at 75% capacity throughout the year, regardless of any heating requirements. And the proposed operating hours were reduced by a fraction of HDD divided by HDD plus CDD. This assumption assumes that with the new controls, the fans will now operate either in full cooling or full heat at all operating hours. This assumption was not substantiated with any trending data or statements that confirmed the heating element was operating for a majority of the year. Without any evidence, the ex post analysis used the EFLH for heating for a large office as the operating hours for the heating element for the post conditions. To estimate the baseline conditions with constant fan operation, the pre EFLH was calculated by multiplying the TRM EFLH value by a ratio of CDD without an implemented schedule divided by the CDD with the facility hours implemented.

CIP_842

Executive Summary

This facility is a college facility that implemented a Monitoring Based Commissioning (MBCx) service in 2023. Savings for this service was estimated and then 40% of the savings were incentivized in the 2023 year, with the remainder to be paid in 2024 after enough data could be collected after the commissioning process was done to create a pre and post utility regression. The kWh realization rate for this project is 134% and with no peak kW savings since savings are mostly from adjusted equipment schedules during non peak hours.

Project Description

This project consisted of the following work:

- Monitoring Based Commissioning (MBCx) service

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. The desk review for this project was conducted using the IPMVP Option C guideline. The following equations were used to calculate the annual energy savings from the tune-up:

$$\text{kWh}_{\text{Savings}} = \sum_{Base} A \times CDD + B - \sum_{Post} A \times CDD + B$$

Where:

A, B = Variable coefficient from utility regression
CDD = Cooling degree days

TABLE 1 REGRESSION RESULTS

	R^2	A	B	kWh
Base	0.71	188.2	53,133	1,283,856
Post	0.88	111.3	46,600	941,441

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
MBCx	168,855	227,079	135%	10	2,270,789

Results

TABLE 3 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	Expected	Measured	Realization Rate
Coincident Peak kW	0.00	0.00	-
Annual kWh	168,855	227,079	135%

The kWh realization rate for this project is 135% and no peak coincidence kW reduction.

The ex-post analysis used the provided utility data, actual weather, and TMY3 weather data. The utility data and actual weather data was used to create a baseline and proposed regression coefficients. These coefficients were then used with the TMY3 weather data to create a weather normalized savings profile. It is unknown why the savings are higher, since a working calculator was not provided.

CIP_984

Executive Summary

This facility is a university building that retrofit their system with a Building Automation System (BAS) to implement a reduction in the supply air temperature. The kWh realization rate for this project is 46% and the peak coincidence kW realization rate is 46%.

Project Description

This project consisted of the following retrofits:

- BAS controls on three air handling units

Measurement and Verification Effort

The Evaluators performed a site visit to verify the implementation of the BAS on three air handling units. During the site visit, controls, schedules and setpoints were verified to be accurate versus the ex-ante expectations. Savings are calculated using custom calculations and assumptions from the New Orleans TRM v7. The following equations were used to calculate the annual energy savings from the retrofit:

$$\text{kWh}_{Savings} = kWh_{pre} - kWh_{post}$$

$$\text{kWh} = \left(\frac{BTU_{per\ unit}}{12{,}000}\right) \times kW_{per\ ton} \times AOH \times LF \times Q$$

$$\text{kWh} = \left(\frac{BTU_{per\ unit}}{12{,}000}\right) \times kW_{per\ ton} \times LF \times Q$$

$$BTU_{per\ unit} = 1.08 \times \text{CFM} \times (\text{MA} - \text{SA})$$

Where:

$BTU_{per\ unit}$	= Heat transfer rate per air handling unit
$BTU_{per\ ton}$	= Unit Converstion factor, BTUs to Ton
$kW_{per\ ton}$	= Unit efficiency in kW per ton
AOH	= Annual operating hours
LF	= Unit load factor
Q	= Unit quantity

TABLE 1 SAVINGS PARAMETERS

Unit	*CFM*	*MA*	*SA*	*$kW_{per\ ton}$*	*AOH*	*LF*	*Q*
1	41,630	73.96	45	0.539	8,760	75%	1
2	14,040	73.29	45	0.539	8,760	60%	1
3	43,920	75.81	45	0.539	8,760	60%	1

TABLE 2 ENERGY SAVINGS

Measure	*Expected kWh Savings*	*Realized kWh Savings*	*Realization Rate*	*EUL*	*Lifetime Savings*
BAS	428,347	196,321	46%	15	2,944,820
Total	428,347	196,321	46%	15	2,944,820

Results

TABLE 3 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	48.9	22.4	46%
Annual kWh	428,347	196,321	46%

The kWh realization rate for this project is 46% and the peak coincidence kW realization rate is 46%.

The ex-post calculator adjusted the calculation values to match the information on the provided screen captures of the three units being controlled. The ex-ante method assumed that all three units would operate at a maximum 64,000 cfm all the time, but this was not able to be substantiated. During the site visit, it was stated that trending data was unavailable. Therefore, the only values viable were the values from the screenshot.

CIP_816

Executive Summary

This facility is a hotel that has completed an interior lighting retrofit. The kWh realization rate for this project is 84% and the peak coincidence kW realization rate 93%.

Project Description

This project consisted of the following retrofits:

- (4668) Compact Fluorescents replaced with (4668) 16 W LED Screws
- (9382) Compact Fluorescents replaced with (9382) 9 W LED Screws
- (3380) Compact Fluorescents replaced with (3380) 10 W LED Screws

Measurement and Verification Effort

The Evaluators performed a site visit to verify the installation of lighting fixtures and re-lamping. During the site visit the lamp quantity, lamp type, and space type were verified to be accurate versus the ex-ante expectations. Savings are calculated using the lamp type, quantity and location using the approach from the New Orleans TRM v7 section 2.6.1 Lighting Efficiency. The following equations were used to calculate the annual energy savings from the retrofit:

$$\mathrm{kWh_{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times AOH \times IEF_E$$

$$\mathrm{kW_{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times CF \times IEF_D$$

$$therms_{penalty} = kWh_{savings} \times IEF_G$$

Where:

kWhsavings	= Annual energy savings
kWsavings	= Peak energy demand reduction
Nfixt	= Quantity of fixtures either being removed or installed
Wfixt	= Rated wattage of the fixture being removed or installed
AOH	= Annual operating hours for specified building type
IEFE	= Interactive effects factor for energy savings
IEFD	= Interactive effects factor for demand savings
IEFG	= Interactive effects factor for gas heating savings
CF	= Peak demand coincidence factor
pre	*= Denotes pre-installation state*
post	*= Denotes post-installation state*

TABLE 1 SAVINGS PARAMETERS

Measure	Pre Quantity (Fixtures)	Post Quantity (Fixtures)	Pre Wattage	Post Wattage	Hours	IEFe
Lighting Efficiency	4,668	4,668	23	16	3,370	1.09
Lighting Efficiency	7,002	7,002	13	8.8	3,370	1.09
Lighting Efficiency	2,380	2,380	13	8.8	3,370	1.09
Lighting Efficiency	3,380	3,380	20	10	3,370	1.09

TABLE 2 ENERGY SAVINGS

Measure	Expected kWh Savings	Realized kWh Savings	Realization Rate	EUL	Lifetime Savings
Lighting Efficiency	120,029	120,029	100.0%	4	480,115
Lighting Efficiency	133,746	108,026	80.8%	4	432,104
Lighting Efficiency	43,712	34,970	80.0%	4	139,879
Lighting Efficiency	161,405	124,158	76.9%	4	496,630

TABLE 3 PEAK KW REDUCTION

Measure	CF	IEFd	Expected Peak kW Reductions	Realized Peak kW Reductions	Realization Rate
Lighting Efficiency	0.25	1.2	8.90	9.80	110.1%
Lighting Efficiency	0.25	1.2	9.92	8.82	88.9%
Lighting Efficiency	0.25	1.2	3.24	2.86	88.3%
Lighting Efficiency	0.25	1.2	11.97	10.14	84.7%

Results

TABLE 4 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	Expected	Measured	Realization Rate
Coincident Peak kW	34.04	31.62	93%
Annual kWh	458,892	387,182	84%

The kWh realization rate for this project is 84% and the peak coincidence kW realization rate is 93%.

The ex-post calculator used the fixture type and quantity provided, which were verified during the site visit, and the prescriptive TRM values for the AOH, IEFE, IEFD, and CF. The prescriptive building type used was “Lodging (Hotel/Motel/Dorm): Room” for all spaces because it best fits the space description where the lighting retrofit took place.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 5 CAUSES OF DISCREPANCY

Variable	*Ex-Ante*	*Ex-Post*	*Reason*
IEDe	1.09	1.2	TRM value
IEDd	1.09	1.2	TRM value

CIP_730

Executive Summary

This facility is an office that has completed a retrofit of the interior and exterior lighting. The kWh realization rate for this project is 85.5% and the peak coincidence kW realization rate 115.7%.

Project Description

This project consisted of the following work:

- (513) 9W LED w/ integrated ballast fixtures replacing (513) 27W CFL fixtures
- (52) 9W LED w/ integrated ballast fixtures replacing (26) 2L 26W CFL Multi 4-Pin fixtures
- (2) 22W LED w/ integrated ballast fixtures replacing (2) 2L 26W CFL Multi 4-Pin fixtures
- (16) 16W LED w/ integrated ballast fixtures replacing (16) 2L 26W CFL Multi 4-Pin fixtures
- (8) 9W LED w/ integrated ballast fixtures replacing (2) 4L 22W CFL Twin fixtures
- (114) 9W LED w/ integrated ballast fixtures replacing (19) 6L 26W CFL Quad fixtures
- (155) 16W LED w/ integrated ballast fixtures replacing (155) 1L 38W CFL 2D fixtures
- (3) 10W LED - Non-Int. Ballast fixtures replacing (3) 2' 1L T8 fixtures
- (14) 7W LED - Non-Int. Ballast fixtures replacing (7) 2' 2L T8 fixtures
- (38) 10W LED - Non-Int. Ballast fixtures replacing (38) 2' 1L T5 fixtures
- (53) 10W LED - Non-Int. Ballast fixtures replacing (53) 4' 1L T8 25W RLO fixtures
- (770) 11W LED - Non-Int. Ballast fixtures replacing (385) 4' 2L T8 25W RLO fixtures
- (45) 9W LED - Non-Int. Ballast fixtures replacing (15) 4' 3L T8 25W RLO fixtures
- (996) 9W LED - Non-Int. Ballast fixtures replacing (249) 4' 4L T8 25W RLO fixtures
- (728) 11W LED - Non-Int. Ballast fixtures replacing (182) 4' 4L T8 25W RLO fixtures
- (1026) 9W LED - Non-Int. Ballast fixtures replacing (171) 4' 6L T8 RLO fixtures
- (704) 9W LED - Non-Int. Ballast fixtures replacing (88) 4' 8L T8 RLO fixtures
- (18) 9W LED - Non-Int. Ballast fixtures replacing (2) 4' 6L T8 28W fixtures
- (2) 11W LED - Non-Int. Ballast fixtures replacing (1) 4' 2L T8 44W HO fixtures
- (152) 11W LED - Non-Int. Ballast fixtures replacing (38) 4' 4L T5 fixtures
- (30) 18W LED - Non-Int. Ballast fixtures replacing (5) 4' 6L T5HO fixtures
- (2) 145W LED - Non-Int. Ballast fixtures replacing (2) 400W HPS fixtures
- (19) 124W LED - Non-Int. Ballast fixtures replacing (19) 450W MH fixtures
- (116) 62W LED - Non-Int. Ballast fixtures replacing (116) 450W MH fixtures
- (8) 21W LED - Non-Int. Ballast fixtures replacing (8) 100W 1L Halogen fixtures

Measurement and Verification Effort

The Evaluators performed a desk review to verify the savings claimed for this project. Savings are calculated using the lamp type, quantity and location using the approach from the New Orleans TRM v7 section 2.6.1 Lighting Efficiency. The following equations were used to calculate the annual energy savings from the retrofit:

$$\text{kWh}_{\text{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times AOH \times IEF_E$$

$$\text{kW}_{\text{Savings}} = \sum \left(\left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{pre} - \left[N_{fixt(i)} \times \frac{W_{fixt(i)}}{1000} \right]_{post} \right) \times CF \times IEF_D$$

$$therms_{penalty} = kWh_{savings} \times IEF_G$$

Where:

kWhsavings	= Annual energy savings
kWsavings	= Peak energy demand reduction
Nfixt	= Quantity of fixtures either being removed or installed
Wfixt	= Rated wattage of the fixture being removed or installed
AOH	= Annual operating hours for specified building type
IEFE	= Interactive effects factor for energy savings
IEFD	= Interactive effects factor for demand savings
IEFG	= Interactive effects factor for gas heating savings
CF	= Peak demand coincidence factor
pre	*= Denotes pre-installation state*
post	*= Denotes post-installation state*

TABLE 1 SAVINGS PARAMETERS

Measure	*Pre Quantity (Fixtures)*	*Post Quantity (Fixtures)*	*Pre Wattage*	*Post Wattage*	*Hours*	*IEFe*
Lighting Efficiency	1	1	27	9	5,159	1.09
Lighting Efficiency	24	48	51	9	5,159	1.09
Lighting Efficiency	2	4	51	9	5,159	1.09
Lighting Efficiency	2	2	51	22	5,159	1.09
Lighting Efficiency	16	16	51	16	5,159	1.09
Lighting Efficiency	2	8	108	9	5,159	1.09
Lighting Efficiency	19	114	150	9	5,159	1.09
Lighting Efficiency	512	512	27	9	5,159	1.09
Lighting Efficiency	42	42	32	16	5,159	1.09
Lighting Efficiency	113	113	32	16	5,159	1.09
Lighting Efficiency	3	3	18	10	5,159	1.09
Lighting Efficiency	7	14	33	7	5,159	1.09
Lighting Efficiency	38	38	18	10	5,159	1.09
Lighting Efficiency	53	53	21	10	5,159	1.09
Lighting Efficiency	7	14	38	11	5,159	1.09
Lighting Efficiency	30	60	38	11	5,159	1.09

Lighting Efficiency	4	8	38	11	5,159	1.09
Lighting Efficiency	344	688	38	11	5,159	1.09
Lighting Efficiency	3	9	57	9	5,159	1.09
Lighting Efficiency	3	9	57	9	5,159	1.09
Lighting Efficiency	9	27	57	9	5,159	1.09
Lighting Efficiency	16	64	73	9	5,159	1.09
Lighting Efficiency	233	932	73	9	5,159	1.09
Lighting Efficiency	177	708	73	11	5,159	1.09
Lighting Efficiency	5	20	73	11	5,159	1.09
Lighting Efficiency	163	978	142	9	5,159	1.09
Lighting Efficiency	8	48	142	9	5,159	1.09
Lighting Efficiency	88	704	184	9	5,159	1.09
Lighting Efficiency	2	18	126	9	5,159	1.09
Lighting Efficiency	1	2	98	11	5,159	1.09
Lighting Efficiency	25	100	126	11	5,159	1.09
Lighting Efficiency	13	52	126	11	5,159	1.09
Lighting Efficiency	5	30	330	18	5,159	1.09
Lighting Efficiency	2	2	465	145	4,319	1.00
Lighting Efficiency	19	19	499	124	4,319	1.00
Lighting Efficiency	116	116	499	62	4,319	1.00
Lighting Efficiency	8	8	100	21	4,319	1.00

TABLE 2 ENERGY SAVINGS

Measure	*Expected kWh Savings*	*Realized kWh Savings*	*Realization Rate*	*EUL*	*Lifetime Savings*
Lighting Efficiency	104	104	100.0%	4	416
Lighting Efficiency	4,454	4,589	103.0%	4	18,354
Lighting Efficiency	371	382	103.0%	4	1,530
Lighting Efficiency	315	326	103.5%	4	1,305
Lighting Efficiency	3,059	3,149	102.9%	4	12,596
Lighting Efficiency	583	583	100.0%	4	2,330
Lighting Efficiency	8,302	7,404	89.2%	4	29,617
Lighting Efficiency	53,264	53,264	100.0%	4	213,056
Lighting Efficiency	2,645	2,645	100.0%	4	10,581
Lighting Efficiency	7,117	7,117	100.0%	4	28,467
Lighting Efficiency	135	135	100.0%	15	2,024
Lighting Efficiency	510	524	102.7%	15	7,853
Lighting Efficiency	1,709	1,709	100.0%	15	25,642
Lighting Efficiency	4,769	3,278	68.7%	15	49,176

Lighting Efficiency	692	441	63.7%	15	6,613
Lighting Efficiency	2,964	1,889	63.7%	15	28,341
Lighting Efficiency	565	360	63.7%	15	5,398
Lighting Efficiency	33,988	21,665	63.7%	15	324,982
Lighting Efficiency	808	506	62.6%	15	7,592
Lighting Efficiency	566	354	62.5%	15	5,314
Lighting Efficiency	2,424	1,518	62.6%	15	22,774
Lighting Efficiency	3,779	2,330	61.7%	15	34,955
Lighting Efficiency	55,030	33,935	61.7%	15	509,025
Lighting Efficiency	36,927	20,902	56.6%	15	313,528
Lighting Efficiency	1,490	844	56.6%	15	12,653
Lighting Efficiency	86,362	56,142	65.0%	15	842,126
Lighting Efficiency	6,055	3,936	65.0%	15	59,045
Lighting Efficiency	43,784	38,796	88.6%	15	581,945
Lighting Efficiency	1,449	354	24.4%	15	5,314
Lighting Efficiency	360	427	118.6%	15	6,411
Lighting Efficiency	26,851	11,668	43.5%	15	175,026
Lighting Efficiency	9,774	4,247	43.5%	15	63,709
Lighting Efficiency	4,743	4,330	91.3%	15	64,949
Lighting Efficiency	2,764	2,764	100.0%	15	41,462
Lighting Efficiency	27,408	30,773	112.3%	15	461,593
Lighting Efficiency	198,398	218,939	110.4%	15	3,284,081
Lighting Efficiency	2,730	2,730	100.0%	15	40,944

TABLE 3 PEAK KW REDUCTION

Measure	*CF*	*IEFd*	*Expected Peak kW Reductions*	*Realized Peak kW Reductions*	*Realization Rate*
Lighting Efficiency	1	1.2	0.02	0.02	100.0%
Lighting Efficiency	1	1.2	0.66	0.75	113.6%
Lighting Efficiency	1	1.2	0.06	0.06	100.0%
Lighting Efficiency	1	1.2	0.05	0.05	100.0%
Lighting Efficiency	1	1.2	0.46	0.52	113.0%
Lighting Efficiency	1	1.2	0.04	0.08	200.0%
Lighting Efficiency	1	1.2	0.60	1.06	176.7%
Lighting Efficiency	1	1.2	7.95	8.75	110.1%
Lighting Efficiency	1	1.2	0.19	0.38	200.0%
Lighting Efficiency	1	1.2	0.51	1.02	200.0%
Lighting Efficiency	1	1.2	0.02	0.02	100.0%
Lighting Efficiency	1	1.2	0.04	0.08	200.0%

Lighting Efficiency	1	1.2	0.26	0.28	107.7%
Lighting Efficiency	1	1.2	0.71	0.54	76.1%
Lighting Efficiency	1	1.2	0.05	0.06	120.0%
Lighting Efficiency	1	1.2	0.21	0.27	128.6%
Lighting Efficiency	1	1.2	0.08	0.06	75.0%
Lighting Efficiency	1	1.2	2.45	3.10	126.5%
Lighting Efficiency	1	1.2	0.12	0.08	66.7%
Lighting Efficiency	1	1.2	0.04	0.05	125.0%
Lighting Efficiency	1	1.2	0.36	0.25	69.4%
Lighting Efficiency	1	1.2	0.27	0.33	122.2%
Lighting Efficiency	1	1.2	3.96	4.86	122.7%
Lighting Efficiency	1	1.2	2.66	2.99	112.4%
Lighting Efficiency	1	1.2	0.22	0.14	63.6%
Lighting Efficiency	1	1.2	6.22	8.04	129.3%
Lighting Efficiency	1	1.2	0.90	0.65	72.2%
Lighting Efficiency	1	1.2	3.15	5.56	176.5%
Lighting Efficiency	1	1.2	0.10	0.05	50.0%
Lighting Efficiency	1	1.2	0.05	0.07	140.0%
Lighting Efficiency	1	1.2	4.01	1.92	47.9%
Lighting Efficiency	1	1.2	0.70	0.61	87.1%
Lighting Efficiency	1	1.2	0.34	0.62	182.4%
Lighting Efficiency	0	1	0.00	0.00	-
Lighting Efficiency	0	1	0.00	0.00	-
Lighting Efficiency	0	1	0.00	0.00	-
Lighting Efficiency	0	1	0.00	0.00	-

Results

TABLE 21-2 VERIFIED GROSS SAVINGS/REALIZATION RATES

Metric	*Expected*	*Measured*	*Realization Rate*
Coincident Peak kW	37.47	43.34	115.7%
Annual kWh	637,245	545,061	85.5%

The kWh realization rate for this project is 90% and the peak coincidence kW realization rate is 116%.

The ex-post calculator used the fixture type and quantity provided, which were verified during the desk review, and the prescriptive TRM values for the AOH, IEFE, IEFD, and CF. The prescriptive building type used was “Office” for all interior spaces and “Exterior” for all outdoor spaces because it best fits the space description where the lighting retrofit took place.

The following table is a list of changes between the ex-ante and ex-post calculators:

TABLE 21-3 CAUSES OF DISCREPANCY

Variable	*Ex-Ante*	*Ex-Post*	*Reason*
IEF_D	1.09	1.20	Ex ante calculator calls IEF_D to calculate kWh savings. (see section 1.1.3 of this report)
Control CF	0.26	0.30	Evaluators calculate the control CF by subtracting the power adjustment factor (PAF) from one. Ex ante calculations have determined values for lighting controls.
Pre-Fixture Wattage	50	51	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	162	150	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	32.5	33	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	26	21	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	47.1	38	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	74.9	57	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	96	73	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	188.68	141.5	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	198	184	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	265	126	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	86	98	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	234	126	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	351	330	Ex ante uses fixture wattage only and Ex post considered ballast factor
Pre-Fixture Wattage	458	499	Ex ante uses fixture wattage only and Ex post considered ballast factor

22 APPENDIX B: COST-EFFECTIVENESS METHODS

22.1 Summary

The Evaluators estimated the cost-effectiveness for the overall energy efficiency and demand response portfolio of programs, based on PY14 costs and savings estimates provided by ENO and their third-party implementers. This appendix provides the cost-effectiveness results, as well as a brief overview of the approach taken by the Evaluators. The portfolio and energy efficiency programs pass all the cost-effectiveness tests except the RIM test. The table below presents the cost-effectiveness results for the PY14 portfolio.

TABLE 22-1 PY14 COST-EFFECTIVENESS RESULTS

Program	TRC	UCT	RIM	PCT	SCT
HPwES	1.57	1.53	0.41	4.90	2.02
RLA	0.46	0.42	0.20	2.79	0.52
MF Solutions	1.40	1.71	0.42	3.71	1.78
IQW	1.54	1.58	0.58	2.81	2.03
A/C Solutions	5.83	2.26	0.50	31.91	7.27
SK&E	0.94	0.94	0.28	6.59	1.07
AR&R	0.03	0.03	0.02	1.92	0.03
Behavioral	2.01	2.01	0.43	NA	2.01
EasyCool (BYOT)	0.92	0.67	0.67	0.00	0.92
PTR Pilot	0.59	0.41	0.41	NA	0.59
BESS Pilot	0.27	0.21	0.21	NA	0.27
Small C&I Solutions	0.51	0.87	0.28	1.95	0.62
Large C&I Solutions	1.18	1.36	0.32	4.84	1.43
PFI	0.64	1.05	0.29	2.55	0.79
C&I NC Solutions	0.16	0.05	0.04	7.23	0.17
Large C&I DR	9.05	1.31	1.27	NA	9.05
EV Charging Pilot	2.82	0.51	0.51	NA	2.82
Total	**1.12**	**1.23**	**0.36**	**4.10**	**1.37**

22.2 Methods

The California Standard Practice Model was used as a guideline for the calculations, along with guidance from the ENO TRM V7.0, the IL TRM V9.0, and the AR TRM v9.1. The cost-effectiveness analysis methods that were used in this analysis are among the set of standard methods used in this industry and include the Utility Cost Test (UCT)[20], Total Resource Cost Test (TRC), Ratepayer Impact Measure Test (RIM), and Participant Cost Test (PCT). All tests weigh monetized benefits against costs. These monetized amounts are presented as Net Present Value (NPV) evaluated over the lifespan of the measure. The benefits and costs differ for each test based on the perspective of the test. The definitions below are taken from the California Standard Practice Manual.

[20] The UCT is also referred to as the Program Administrator Cost Test (PACT).

The TRC measures the net costs of a demand-side management program as a resource option based on the total costs of the program, including both the participants' and the utility's costs.

The UCT measures the net costs of a demand-side management program as a resource option based on the costs incurred by the program administrator (including incentive costs) and excluding any net costs incurred by the participant. The benefits are similar to the TRC benefits. Costs are defined more narrowly.

The PCT is the measure of the quantifiable benefits and costs to the customer due to participation in a program. Since many customers do not base their decision to participate in a program entirely on quantifiable variables, this test cannot be a complete measure of the benefits and costs of a program to a customer.

The RIM test measures what happens to customer bills or rates due to changes in utility revenues and operating costs caused by the program. Rates will go down if the change in revenues from the program is greater than the change in utility costs. Conversely, rates or bills would go up if revenues collected after program implementation is less than the total costs incurred by the utility in implementing the program. This test indicates the direction and magnitude of the expected change in customer bills or rate levels.

A common misperception is that there is a single best perspective for evaluation of cost-effectiveness. Each test is useful and accurate, but the results of each test are intended to answer a different set of questions. The questions to be addressed by each cost test are shown in the table below.[21]

TABLE 22-2 QUESTIONS ADDRESSED BY THE VARIOUS COST TESTS

Cost Test	Questions Addressed
Participant Cost Test (PCT)	▪ Is it worth it to the customer to install energy efficiency?
	▪ Is it likely that the customer wants to participate in a utility program that promotes energy efficiency?
Ratepayer Impact Measure (RIM)	▪ What is the impact of the energy efficiency project on the utility's operating margin?
	▪ Would the project require an increase in rates to reach the same operating margin?
Utility Cost Test (UCT)	▪ Do total utility costs increase or decrease?
	▪ What is the change in total customer bills required to keep the utility whole?
Total Resource Cost Test (TRC)	▪ What is the regional benefit of the energy efficiency project (including the net costs and benefits to the utility and its customers)?
	▪ Are all of the benefits greater than all of the costs (regardless of who pays the costs and who receives the benefits)?
	▪ Is more or less money required by the region to pay for energy needs?

Overall, the results of all four cost-effectiveness tests provide a more comprehensive picture than the use of any one test alone. The TRC cost test addresses whether energy efficiency is cost-effective overall. The PCT, UCT,

[21] https://www.epa.gov/energy/understanding-cost-effectiveness-energy-efficiency-programs

and RIM address whether the selection of measures and design of the program are balanced from the perspective of the participants, utilities, and nonparticipants. The scope of the benefit and cost components included in each test are summarized in the table below.[22]

TABLE 22-3 BENEFITS AND COSTS INCLUDED IN EACH COST-EFFECTIVENESS TEST

Test	Benefits	Costs
PCT (Benefits and costs from the perspective of the customer installing the measure)	▪ Incentive payments	▪ Incremental equipment costs
	▪ Bill Savings	▪ Incremental installation costs
	▪ Applicable tax credits or incentives	
UCT (Perspective of utility, government agency, or third party implementing the program	▪ Energy-related costs avoided by the utility	▪ Program overhead costs
	▪ Capacity-related costs avoided by the utility, including generation, transmission, and distribution	▪ Utility/program administrator incentive costs
TRC (Benefits and costs from the perspective of all utility customers in the utility service territory)	▪ Energy-related costs avoided by the utility	▪ Program overhead costs
	▪ Capacity-related costs avoided by the utility, including generation, transmission, and distribution	▪ Program installation costs
	▪ Additional resource savings	▪ Incremental measure costs
	▪ Monetized non-energy benefits as outlined by the TRM.	
RIM (Impact of efficiency measure on non-participating ratepayers overall)	▪ Energy-related costs avoided by the utility	▪ Program overhead costs
	▪ Capacity-related costs avoided by the utility, including generation, transmission, and distribution	▪ Lost revenue due to reduced energy bills
		▪ Utility/program administrator installation costs

22.2.1 LINE LOSSES

The Evaluators used the line losses provided by ENO for the PY14 evaluation.

[22] *Ibid*.

22.2.2 ECONOMIC INPUTS

The Evaluators used the economic inputs provided by ENO for the cost benefit analysis, this included avoided costs that were estimated using the Real Economic Carrying Charge (RECC) approach. The rates utilized for avoided water from Protocol L in the AR TRM V9.1.

The Evaluators used the discount rates provided by ENO to perform the cost benefit analysis, and these values align with the rates used in the PY14 Plan. The evaluated net energy savings (kWh) and demand reductions (kW) values utilized in the cost benefit analysis include a line loss factor, those values are in the table below. Additionally, the table below outlines the discount rates, escalation rate and avoided costs used in the PY14 cost-effectiveness analysis.

TABLE 22-4 ECONOMIC INPUTS FOR COST EFFECTIVENESS ANALYSIS

Discount Rates	
Utility (TRC)	6.86%
Utility (UCT)	6.86%
Utility (RIM)	6.86%
Societal (SCT)	3.00%
Participant (PCT)	10.00%
Line Losses	
Line Losses (demand)	4.66%
Line Losses (energy)	4.19%
Escalation rate	2.00%
Avoided Costs	
Avoided Energy ($/kWh)	$0.05
Avoided Demand ($/kW)	$84.59

22.3 Findings

The tables below outline the results for each test, for both the programs and the portfolio as a whole.

TABLE 22-5 PY14 COST-EFFECTIVENESS RESULTS BY PROGRAM

Program	TRC	UCT	RIM	PCT	SCT
HPwES	1.57	1.53	0.41	4.90	2.02
RLA	0.46	0.42	0.20	2.79	0.52
MF Solutions	1.40	1.71	0.42	3.71	1.78
IQW	1.54	1.58	0.58	2.81	2.03
A/C Solutions	5.83	2.26	0.50	31.91	7.27
SK&E	0.94	0.94	0.28	6.59	1.07
AR&R	0.03	0.03	0.02	1.92	0.03
Behavioral	2.01	2.01	0.43	NA	2.01
EasyCool (BYOT)	0.92	0.67	0.67	0.00	0.92
PTR Pilot	0.59	0.41	0.41	NA	0.59
BESS Pilot	0.27	0.21	0.21	NA	0.27
Small C&I Solutions	0.51	0.87	0.28	1.95	0.62
Large C&I Solutions	1.18	1.36	0.32	4.84	1.43
PFI	0.64	1.05	0.29	2.55	0.79
C&I NC Solutions	0.16	0.05	0.04	7.23	0.17
Large C&I DR	9.05	1.31	1.27	NA	9.05
EV Charging Pilot	2.82	0.51	0.51	NA	2.82
Total	**1.12**	**1.23**	**0.36**	**4.10**	**1.37**

Sums may differ due to rounding.

TABLE 22-6 PY14 COST-EFFECTIVENESS BENEFITS BY PROGRAM

Program	TRC Benefits	UCT Benefits	RIM Benefits	PCT Benefits	SCT Benefits
HPwES	$2,457,152	$2,457,152	$2,457,152	$4,636,763	$3,151,661
RLA	$602,560	$602,560	$602,560	$2,311,788	$690,036
MF Solutions	$1,590,619	$1,590,619	$1,590,619	$3,043,500	$2,027,971
IQW	$4,189,398	$4,189,398	$4,189,398	$5,711,929	$5,541,992
A/C Solutions	$2,080,142	$2,080,142	$2,080,142	$3,446,947	$2,592,952
SK&E	$212,100	$212,100	$212,100	$552,831	$242,709
AR&R	$9,524	$9,524	$9,524	$174,945	$11,369
Behavioral	$1,034,908	$1,034,908	$1,034,908	$1,868,483	$1,034,908
EasyCool (BYOT)	$554,625	$554,625	$554,625	$229,825	$554,625
PTR Pilot	$114,406	$114,406	$114,406	$83,559	$114,406
BESS Pilot	$33,996	$33,996	$33,996	$34,201	$33,996
Small C&I Solutions	$1,284,853	$1,244,657	$1,244,657	$3,457,747	$1,538,535
Large C&I Solutions	$10,262,284	$10,149,919	$10,149,919	$25,293,661	$12,489,345
PFI	$1,585,195	$1,522,608	$1,522,608	$3,736,813	$1,955,371
C&I NC Solutions	$104,647	$31,444	$31,444	$151,657	$112,645
Large C&I DR	$223,127	$223,127	$223,127	$150,353	$223,127
EV Charging Pilot	$8,625	$8,625	$8,625	$13,727	$8,625
HPwES	$2,457,152	$2,457,152	$2,457,152	$4,636,763	$3,151,661
Total	**$26,348,161**	**$26,059,809**	**$26,059,809**	**$54,898,729**	**$32,324,272**

Sums may differ due to rounding.

TABLE 22-7 PY14 COST-EFFECTIVENESS COSTS BY PROGRAM

Program	TRC Costs	UCT Costs	RIM Costs	PCT Costs	SCT Costs
HPwES	$1,563,650	$1,602,269	$5,954,122	$946,770	$1,563,650
RLA	$1,322,275	$1,432,292	$3,089,012	$828,218	$1,322,275
MF Solutions	$1,136,697	$927,872	$3,830,710	$821,358	$1,136,697
IQW	$2,724,100	$2,648,588	$7,174,943	$2,029,830	$2,724,100
A/C Solutions	$356,664	$922,062	$4,199,666	$108,033	$356,664
SK&E	$226,123	$226,123	$758,673	$83,880	$226,123
AR&R	$376,372	$373,493	$477,595	$91,329	$376,372
Behavioral	$515,380	$515,380	$2,383,863	$0	$515,380
EasyCool (BYOT)	$602,861	$832,686	$832,686	$0	$602,861
PTR Pilot	$195,186	$277,286	$278,744	$0	$195,186
BESS Pilot	$126,940	$161,141	$161,141	$0	$126,940
Small C&I Solutions	$2,494,979	$1,429,126	$4,510,904	$1,770,421	$2,494,979
Large C&I Solutions	$8,703,557	$7,484,952	$32,106,770	$5,226,946	$8,703,557
PFI	$2,471,680	$1,447,496	$5,258,509	$1,463,596	$2,471,680
C&I NC Solutions	$664,613	$661,541	$733,292	$20,987	$664,613
Large C&I DR	$24,665	$170,804	$175,018	$0	$24,665
EV Charging Pilot	$3,063	$16,790	$16,790	$0	$3,063
Total	**$23,508,807**	**$21,129,903**	**$71,942,440**	**$13,391,368**	**$23,508,807**

Sums may differ due to rounding.

TABLE 22-8 PY14 COST-EFFECTIVENESS NET BENEFITS BY PROGRAM

Program	TRC Net Benefits	UCT Net Benefits	RIM Net Benefits	PCT Net Benefits	SCT Net Benefits
HPwES	$893,502	$854,883	-$3,496,969	$3,689,994	$2,204,891
RLA	-$719,715	-$829,732	-$2,486,452	$1,483,570	-$138,182
MF Solutions	$453,922	$662,747	-$2,240,091	$2,222,142	$1,206,614
IQW	$1,465,298	$1,540,810	-$2,985,544	$3,682,100	$3,512,162
A/C Solutions	$1,723,478	$1,158,080	-$2,119,525	$3,338,914	$2,484,919
SK&E	-$14,023	-$14,023	-$546,573	$468,952	$158,829
AR&R	-$366,848	-$363,969	-$468,072	$83,616	-$79,960
Behavioral	$519,528	$519,528	-$1,348,955	$1,868,483	$1,034,908
EasyCool (BYOT)	-$48,237	-$278,062	-$278,062	$229,825	$554,625
PTR Pilot	-$80,780	-$162,880	-$164,338	$83,559	$114,406
BESS Pilot	-$92,944	-$127,145	-$127,145	$34,201	$33,996
Small C&I Solutions	-$1,210,126	-$184,470	-$3,266,247	$1,687,325	-$231,886
Large C&I Solutions	$1,558,727	$2,664,966	-$21,956,852	$20,066,715	$7,262,399
PFI	-$886,485	$75,112	-$3,735,901	$2,273,217	$491,774
C&I NC Solutions	-$559,966	-$630,097	-$701,848	$130,670	$91,657
Large C&I DR	$198,462	$52,323	$48,109	$150,353	$223,127
EV Charging Pilot	$5,562	-$8,165	-$8,165	$13,727	$8,625
Total	**$2,839,355**	**$4,929,906**	**-$45,882,631**	**$41,507,361**	**$18,932,905**

Sums may differ due to rounding.

August 15, 2025

Via Electronic Mail
Clerk of Council
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

RE: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES
(UD-25-01)

Dear Clerk,

Please find the attached Petition of the Alliance for Affordable Energy for Intervention and Inclusion on Service List for filing under the docket referenced above. We will submit physical copies at your instruction. If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Jesse S. George
New Orleans Policy Director
Alliance for Affordable Energy

4505 S. Claiborne Ave., New Orleans, LA 70175 | Office: 504.208.9761 | www.all4energy.org

Before
The Council of the City of New Orleans

IN RE: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES

DOCKET NO. UD-25-01

AUGUST 15, 2025

PETITION OF THE ALLIANCE FOR AFFORDABLE ENERGY FOR INTERVENTION AND INCLUSION ON SERVICE LIST

The Alliance for Affordable Energy, ("the Alliance") respectfully requests that the Council of the City of New Orleans ("the Council") grant the Alliance the right to intervene in the above-captioned proceeding and participate as a party therein.

On October 24, 2024, the Council adopted Resolution R-25-407, establishing docket UD-25-01, providing for intervention by interested parties by August 15, 2025.

The Alliance is a non-profit Louisiana organization that serves as a consumer advocate for the electric ratepayers of Louisiana, with special concern for residential and small commercial customers. The Alliance is dedicated to supporting equitable, affordable, environmentally responsible energy policy for the citizens of New Orleans and Louisiana.

The Alliance is a formal intervenor in other dockets considering electric and gas infrastructure owned by Entergy New Orleans, LLC ("ENO").

The Alliance has members served by ENO. There is no other party representing the interests of the Alliance and its members.

Please note the Alliance is a non-profit consumer advocacy organization, thus pursuant to Council Resolution R-16-365, we request that all intervenor fees be waived.

The Alliance therefore possesses standing to intervene, and respectfully seeks intervenor status in order to fully participate in this matter. The Alliance requests that it be placed on the service list of this proceeding and be served with all pleadings, notices orders, and other filings.

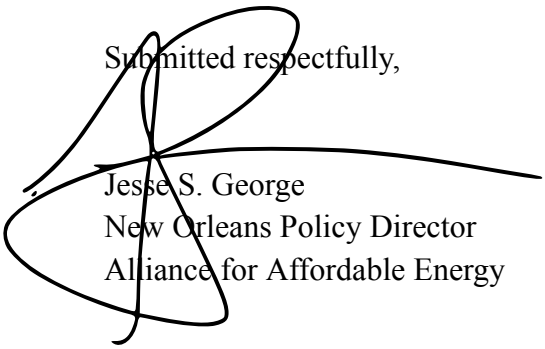
All communications and pleadings in this proceeding should be directed to:

Jesse S. George
Alliance for Affordable Energy
4505 S. Claiborne Ave.
(504) 208-9761
jesse@all4energy.org

Logan A. Burke
4505 S. Claiborne Ave.
(504) 208-9761
logan@all4energy.org

Sophi Zaken
4505 S. Claiborne Ave.
(504) 208-9761
regulatory@all4energy.org

Submitted respectfully,



Jesse S. George
New Orleans Policy Director
Alliance for Affordable Energy

Before
The Council of the City of New Orleans

IN RE: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES

DOCKET NO. UD-25-01

AUGUST 15, 2025

CERTIFICATE OF SERVICE

I do hereby certify that I have, this 15th day of August 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

Jesse S. George
Alliance for Affordable Energy

Service List

clerkofcouncil@nola.gov
Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1085
Fax: (504) 658-1140
Service of Discovery not required

Erin Spears, espears@nola.gov
Chief of Staff, Council Utilities Regulatory Office
Bobbie Mason, bfmason1@nola.gov
Christopher Roberts, cwroberts@nola.gov
Byron Minor, Byron.minor@nola.gov
Candace Carmouche, Candace.Carmouche@nola.gov
Jared Reese, jared.reese@nola.gov
Tyrianne Varnado, tyrianne.varnado@nola.gov
City Hall - Room 6E07
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1110
Fax: (504) 658-1117

Krystal D. Hendon, CM Morrell Chief-of-Staff, Krystal.hendon@nola.gov
1300 Perdido St. Rm. 2W50
New Orleans, LA. 70112

Sayde Finkel, CM Moreno Chief-of-Staff, sayde.finkel@nola.gov
1300 Perdido St. Rm. 2W40
New Orleans, LA. 70112

Justyn Hawkins, 504-658-1108 jahawkins@nola.gov
Chief of Staff
City Hall - Room 1E06
1300 Perdido Street
New Orleans, LA 70112

Donesia D. Turner, Donesia.Turner@nola.gov
Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869
Service of Discovery not required

Tanya L. Irvin, tlirvin@nola.gov
Chief Deputy City Attorney
Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869

Norman White, Norman.White@nola.gov
Department of Finance
City Hall - Room 3E06
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1502
Fax: (504) 658-1705

Greg Nichols, grnichols@nola.gov
Deputy Chief Resilience Officer
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4958
Cell: 504-253-1626

Sophia Winston, sophia.winston@nola.gov
Energy Policy & Program Manager
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4914
Cell: 504-677-9756

ADMINISTRATIVE HEARING OFFICER

Hon. Calvin Johnson, (504) 439-2514
fourwakes@gmail.com

CITY COUNCIL CONSULTANTS and SUPPORT STAFF

Clinton A. Vince, clinton.vince@dentons.com
Presley Reed, presley.reedjr@dentons.com
Emma F. Hand, emma.hand@dentons.com
Dee McGill, dee.mcgill@dentons.com
Denton Law Firm,
1900 K Street NW
Washington, DC 20006
Tel: (202) 408-6400
Fax: (202) 408-6399

Basile J. Uddo (504) 583-8604 cell, buddo@earthlink.net
J. A. "Jay Beatmann, Jr. (504) 256-6142 cell, (504) 524-5446 office direct,
jay.beatmann@dentons.com
c/o DENTONS US LLP
650 Poydras Street
Suite 2850
New Orleans, LA 70130

Joseph W. Rogers, jrogers@legendcgl.com
Victor M. Prep, vprep@legendcgl.com
Byron S. Watson, bwatson@legendcgl.com
Legend Consulting Group
6041 South Syracuse Way, Suite 105
Greenwood Village, CO 80111
Tel: (303) 843-0351
Fax: (303) 843-0529

ENTERGY NEW ORLEANS, LLC

Leroy Nix, lnix@entergy.com
Entergy New Orleans, LLC
Vice-President, Regulatory and Public Affairs

Deanna Rodriguez, drodri2@entergy.com
Entergy New Orleans, LLC
President and Chief Executive Officer
Entergy New Orleans, LLC
Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Polly Rosemond, prosemo@entergy.com

Kevin T. Boleware, (504) 670-3673, kbolewa@entergy.com
D'Angela Savoie, dsavoi1@entergy.com
Keith Wood, (504) 670-3633, kwood@entergy.com
Derek Mills, (504) 670-3527, dmills3@entergy.com

Ross Thevenot, (504) 670-3556, rtheven@entergy.com
1600 Perdido Street, L-MAG 505B
New Orleans, LA 70112

Vincent Avocato, (281) 297-3508, vavocat@entergy.com
Entergy New Orleans, LLC
2107 Research Forest Drive, T-LFN-4
The Woodlands, TX 77380

Courtney Nicholson, cnicho2@entergy.com
Heather Silbernagel, (504) 576-2806, hsilber@entergy.com
Leslie M. LaCoste (504) 576-4102, llacost@entergy.com
Lacresha D. Wilkerson, (504) 576-6571, lwilke1@entergy.com

Ed Wicker, (504) 576-3101, ewicker@entergy.com
Linda Prisuta, (504) 576-4137, lprisut@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-26E
639 Loyola Avenue
New Orleans, LA 70113
Fax: 504-576-5579

Joe Romano, III (504) 576-4764, jroman1@entergy.com
Tim Rapier, (504) 576-4740, trapier@entergy.com
Erin Farrell, (504) 576-2758, efarrel@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-3K
639 Loyola Avenue
New Orleans, LA 70113
Fax: (504) 576-6029

Jessica Coolidge, (504) 576-5407**,** jcoolid@entergy.com

Greg Crisler, (504) 670-3538, gcrisle@entergy.com

Tamika Robinson, (225) 515-3575**,** trobi10@entergy.com

DELTA STATES UTILITIES NO

Ryan King, ryan.king@deltastatesutilities.com

Helen Woolf, helen.woold@deltastatesutilities.com

Stacy Borgstadt, Stacey.borgstadt@deltastatesutilities.com

CARRIE R. TOURNILLON, PARTNER
PH 504.585.3056
CARRIE.TOURNILLON@KEANMILLER.COM

August 15, 2025

VIA ELECTRONIC MAIL (clerkofcouncil@nola.gov)

Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

In Re: Rulemaking to Revise Chapter 158 of the Code of Ordinances,
Docket UD-25-01
KM File No. 7717-41

Dear Clerk:

Enclosed please find for electronic filing, Air Products and Chemicals, Inc.'s ("Air Products") Motion for Intervention and Inclusion on Service List in the referenced docket. As confirmed with your office, the requisite original and number of hard copies are not mandatory to formalize this filing in the docket.

Should you have any questions regarding the above, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

Carrie R. Tournillon

CRT:tp
Enclosure

cc: Official Service List for UD-25-01 (via electronic mail)

4921-6523-9903 v1

BEFORE THE

NEW ORLEANS CITY COUNCIL

IN RE: RULEMAKING TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES.	**DOCKET NO. UD-25-01** **August 15, 2025**

AIR PRODUCTS AND CHEMICALS, INC.
MOTION FOR INTERVENTION AND INCLUSION ON SERVICE LIST

This Motion for Intervention is filed, through undersigned counsel, by and on behalf of Air Products and Chemicals, Inc. ("Air Products").

1 .

Pursuant to the Initiating Resolution of the City Council of the City of New Orleans ("Council"), dated July 24, 2025, (Resolution R-25-01) that established Docket UD-25-01, Air Products respectfully requests intervention for full participation in the *Rulemaking to Revise Chapter 158 of the Code of Ordinances* proceeding, as a party therein.

2.

Air Products and its New Orleans operations is one of ENO's largest purchasers of electric power and regularly participates in electric utility proceedings before the Council. Accordingly, Air Products has an interest in this rulemaking that seeks to revise Chapter 158 of the Council Code of Ordinances, relating to utility proceedings. Air Product's interest in this proceeding cannot be adequately represented by any other party.

3.

Air Products, upon being granted full Intervenor status, requests that it be added to the Official Service List for this docket, and that all notices, communication, pleadings, briefs, testimony, other filings be served upon the following:

Randy Young
KEAN MILLER LLP
400 Convention Street, Suite 700 (70802)
Post Office Box 3513
Baton Rouge, LA 70821-3513
Tel: (225) 387-0999
Fax: (225) 388-9133
katherine.king@keanmiller.com
randy.young@keanmiller.com

and

Carrie R. Tournillon
KEAN MILLER LLP
900 Poydras Street, Suite 3600
New Orleans, LA 70112
carrie.tournillon@keanmiller.com

WHEREFORE, Air Products and Chemicals, Inc. prays that it be granted Intervenor status and that it be permitted to participate in this proceeding.

RESPECTFULLY SUBMITTED:



Randy Young (#21958)
Carrie R. Tournillon (#30093)
KEAN MILLER LLP
Post Office Box 3513
Baton Rouge, LA 70821
(225) 387-0999
Attorneys for Air Products and Chemicals, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading has been served by electronic delivery to the Clerk of Council and all known parties of record on the Official Service List.

New Orleans, Louisiana this 15th day of August, 2025.



_____

Carrie R. Tournillon

Docusign Envelope ID: BA7B2532-32CE-41FF-A3CE-EEF1CB2CFB11

August 15, 2025

Via Electronic Mail
Clerk of Council
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

RE: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES
(UD-25-01)

Dear Clerk,

Please find the attached Petition of the Deep South Center for Environmental Justice for Intervention and Inclusion on Service List for filing under the docket referenced above. We will submit physical copies at your instruction. If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

DocuSigned by:
Beverly L. Wright
BEVERLY WRIGHT

Beverly Wright
Founder and Executive Director
Deep South Center For Environmental Justice

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

Before
The Council of the City of New Orleans

IN RE: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES

DOCKET NO. UD-25-01

AUGUST 15, 2025

PETITION OF THE DEEP SOUTH CENTER FOR ENVIRONMENTAL JUSTICE FOR INTERVENTION AND INCLUSION ON SERVICE LIST

The Deep South Center for Environmental Justice, ("DSCEJ") respectfully requests that the Council of the City of New Orleans ("the Council") grant DSCEJ the right to intervene in the above-captioned proceeding and participate as a party therein.

On October 24, 2024, the Council adopted Resolution R-25-407, establishing docket UD-25-01, providing for intervention by interested parties by August 15, 2025.

A Louisiana non-profit, the Deep South Center for Environmental Justice (DSCEJ), founded in 1992, is the nation's longest-serving environmental justice resource center, committed to advancing the health, safety, and livelihoods of communities impacted by pollution and climate change. Through research, education, and workforce training, DSCEJ collaborates with communities, scientists, and policymakers to address systemic environmental inequities. DSCEJ is dedicated to ensuring every person's right to live free from environmental harm impacting health, housing, jobs, and overall quality of life.

DSCEJ has members served by ENO. There is no other party representing the interests of the DSCEJ and its members.

Please note DSCEJ is a non-profit environmental justice organization, thus pursuant to Council Resolution R-16-365, we request that all intervenor fees be waived.

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

DSCEJ therefore possesses standing to intervene, and respectfully seeks intervenor status in order to fully participate in this matter. DSCEJ requests that it be placed on the service list of this proceeding and be served with all pleadings, notices orders, and other filings.

All communications and pleadings in this proceeding should be directed to:

Beverly Wright
Deep South Center for Environmental Justice
9801 Lake Forest Blvd
New Orleans, LA 70127
(504) 272-0956
Beverlyw@dscej.org

Windy Beck
Deep South Center for Environmental Justice
9801 Lake Forest Blvd
New Orleans, LA 70127
(504) 272-0956
Windyb@dscej.org

Submitted respectfully,

DocuSigned by:
Beverly L. Wright
2D005809E2CA4EB...

Beverly L Wright
Founder and Executive Director
Deep South Center for Environmental Justice

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

Before
The Council of the City of New Orleans

IN RE: RESOLUTION AND ORDER ESTABLISHING A NEW DOCKET AND PROCEDURAL SCHEDULE TO REVISE CHAPTER 158 OF THE CODE OF ORDINANCES

DOCKET NO. UD-25-01

AUGUST 15, 2025

CERTIFICATE OF SERVICE

I do hereby certify that I have, this 15th day of August 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

DocuSigned by:
Beverly L. Wright
2D005809E2CA4EB...

Beverly L Wright
Deep South Center for Environmental Justice

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

Service List

clerkofcouncil@nola.gov
Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1085
Fax: (504) 658-1140
Service of Discovery not required

Erin Spears, espears@nola.gov
Chief of Staff, Council Utilities Regulatory Office
Bobbie Mason, bfmason1@nola.gov
Christopher Roberts, cwroberts@nola.gov
Byron Minor, Byron.minor@nola.gov
Candace Carmouche, Candace.Carmouche@nola.gov
Jared Reese, jared.reese@nola.gov
Tyrianne Varnado, tyrianne.varnado@nola.gov
City Hall - Room 6E07
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1110
Fax: (504) 658-1117

Krystal D. Hendon, CM Morrell Chief-of-Staff, Krystal.hendon@nola.gov
1300 Perdido St. Rm. 2W50
New Orleans, LA. 70112

Sayde Finkel, CM Moreno Chief-of-Staff, sayde.finkel@nola.gov
1300 Perdido St. Rm. 2W40
New Orleans, LA. 70112

Justyn Hawkins, 504-658-1108 jahawkins@nola.gov
Chief of Staff
City Hall - Room 1E06
1300 Perdido Street
New Orleans, LA 70112

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

Donesia D. Turner, Donesia.Turner@nola.gov
Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869
Service of Discovery not required

Tanya L. Irvin, tlirvin@nola.gov
Chief Deputy City Attorney
Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869

Norman White, Norman.White@nola.gov
Department of Finance
City Hall - Room 3E06
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1502
Fax: (504) 658-1705

Greg Nichols, grnichols@nola.gov
Deputy Chief Resilience Officer
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4958
Cell: 504-253-1626

Sophia Winston, sophia.winston@nola.gov
Energy Policy & Program Manager
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4914
Cell: 504-677-9756

ADMINISTRATIVE HEARING OFFICER

Hon. Calvin Johnson, (504) 439-2514
fourwakes@gmail.com

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

CITY COUNCIL CONSULTANTS and SUPPORT STAFF

Clinton A. Vince, clinton.vince@dentons.com
Presley Reed, presley.reedjr@dentons.com
Emma F. Hand, emma.hand@dentons.com
Dee McGill, dee.mcgill@dentons.com
Denton Law Firm,
1900 K Street NW
Washington, DC 20006
Tel: (202) 408-6400
Fax: (202) 408-6399

Basile J. Uddo (504) 583-8604 cell, buddo@earthlink.net
J. A. "Jay Beatmann, Jr. (504) 256-6142 cell, (504) 524-5446 office direct, jay.beatmann@dentons.com
c/o DENTONS US LLP
650 Poydras Street
Suite 2850
New Orleans, LA 70130

Joseph W. Rogers, jrogers@legendcgl.com
Victor M. Prep, vprep@legendcgl.com
Byron S. Watson, bwatson@legendcgl.com
Legend Consulting Group
6041 South Syracuse Way, Suite 105
Greenwood Village, CO 80111
Tel: (303) 843-0351
Fax: (303) 843-0529

ENTERGY NEW ORLEANS, LLC

Leroy Nix, lnix@entergy.com
Entergy New Orleans, LLC
Vice-President, Regulatory and Public Affairs

Deanna Rodriguez, drodri2@entergy.com
Entergy New Orleans, LLC
President and Chief Executive Officer
Entergy New Orleans, LLC
Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Polly Rosemond, prosemo@entergy.com

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

Kevin T. Boleware, (504) 670-3673, kbolewa@entergy.com
D'Angela Savoie, dsavoi1@entergy.com
Keith Wood, (504) 670-3633, kwood@entergy.com
Derek Mills, (504) 670-3527, dmills3@entergy.com

Ross Thevenot, (504) 670-3556, rtheven@entergy.com
1600 Perdido Street, L-MAG 505B
New Orleans, LA 70112

Vincent Avocato, (281) 297-3508, vavocat@entergy.com
Entergy New Orleans, LLC
2107 Research Forest Drive, T-LFN-4
The Woodlands, TX 77380

Courtney Nicholson, cnicho2@entergy.com
Heather Silbernagel, (504) 576-2806, hsilber@entergy.com
Leslie M. LaCoste (504) 576-4102, llacost@entergy.com
Lacresha D. Wilkerson, (504) 576-6571, lwilke1@entergy.com

Ed Wicker, (504) 576-3101, ewicker@entergy.com
Linda Prisuta, (504) 576-4137, lprisut@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-26E
639 Loyola Avenue
New Orleans, LA 70113
Fax: 504-576-5579

Joe Romano, III (504) 576-4764, jroman1@entergy.com
Tim Rapier, (504) 576-4740, trapier@entergy.com
Erin Farrell, (504) 576-2758, efarrel@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-3K
639 Loyola Avenue
New Orleans, LA 70113
Fax: (504) 576-6029

Jessica Coolidge, (504) 576-5407**,** jcoolid@entergy.com

Greg Crisler, (504) 670-3538, gcrisle@entergy.com

Tamika Robinson, (225) 515-3575**,** trobi10@entergy.com

Docusign Envelope ID: A9E3379C-FAE4-4868-A8AB-19F9626D7273

DELTA STATES UTILITIES NO

Ryan King, ryan.king@deltastatesutilities.com

Helen Woolf, helen.woold@deltastatesutilities.com

Stacy Borgstadt, Stacey.borgstadt@deltastatesutilities.com

March 31, 2025

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St.
New Orleans, LA 70112

RE: Comments on UD 24-02 (Proposal to Enhance Distributed Energy Resource Programs for the City of New Orleans)

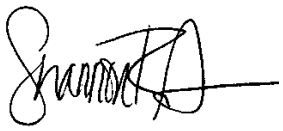
Dear Ms. Collier,

Solar United Neighbors (SUN) respectfully submits the following reply comments regarding the proposals submitted in UD 24-02 (Proposal to Enhance Distributed Energy Resource Programs for the City of New Orleans). Please file the attached communication and this letter in the record for the proceeding.

Please do not hesitate to reach out to me with any questions related to this filing.

Respectfully submitted this 31st day of March, 2025.

Sincerely,



Shannon Anderson
Distributed Power Plant Policy Director
Solar United Neighbors
sanderson@solarunitedneighbors.org

BEFORE THE COUNCIL OF THE CITY OF NEW ORLEANS

RESOLUTION AND ORDER ESTABLISHING A DOCKET AND PROCEDURAL SCHEDULE TO ENHANCE DISTRIBUTED ENERGY RESOURCE PROGRAMS	))))	UD-24-02

REPLY COMMENTS OF SOLAR UNITED NEIGHBORS

By and through its undersigned staff, and pursuant to the scheduling order issued in UD-24-02, Solar United Neighbors (SUN) respectfully submits these reply comments on the proposals and comments submitted to the Council of the City of New Orleans (Council) by the Parties to this proceeding.

These reply comments are focused on responding to the new, late-filed, proposal from Entergy New Orleans. While details are still missing, SUN offers the following comments at this time:

Positive Attributes of the Proposal:

1) The program includes up-front incentives, based on battery size. Similar incentive programs have been proven around the country to drive participation in successful VPPs (see, e.g. Rocky Mountain Power's WattSmart Battery Program[1] and Xcel's Renewable Battery Connect program in Colorado[2]).

[1] https://www.rockymountainpower.net/savings-energy-choices/wattsmart-battery-program.html
[2] https://co.my.xcelenergy.com/s/renewable/battery-connect

2) The program has significant LMI adders to address energy equity and justice issues, with the program designed to allocate approximately 40% of the funding to LMI customers.
3) The program includes both retrofits (batteries being added to existing solar) and new solar and battery storage.
4) Customers will not be limited to one battery type (e.g. Tesla) and will be able to choose from a variety of battery companies since these companies are integrated with EnergyHub.
5) Customers can assign the incentives to battery installation companies. While the proposal does not specifically recognize the role of aggregators, this assignability will help to reduce upfront costs for some customers and therefore has important energy equity attributes.

Negative Attributes of the Proposal:

1) Incentive caps are directly linked to the size of a Tesla Powerwall system, negating some of the customer choice benefits mentioned above if a customer wants to purchase a different type of battery.
2) The incentives might not be sufficient to drive customer enrollment, especially when considering punitive aspects of the program. The program requires customers to enroll for a 10 year period for up to 60 events per year, with no opt

out provisions, unclear performance payment compensation,[3] and claw back provision penalties. The upfront incentive payment simply does not match what compensation should be afforded to the customer for their battery use over the 10 year period. If the idea is to have customers contribute to the Energy Smart DR program without ongoing performance compensation to effectively pay the program back for the up front incentives, then there should be some accounting and true up time frame for a customer to start earning performance payments once the incentive is zeroed out with the performance payments that the utility is effectively keeping. At the same time, if the incentive program is designed to just be that – an incentive to drive customer enrollment in the program – then customers should be able to earn performance payments from the start of their participation in the program. Additionally, participation should be linked to the initial 5 year pilot program period versus the entire 10 years. After all, since the incentives will only cover a portion of the total cost, the customers are still investing in their own battery system, and additionally they will be paying for the electricity to charge the batteries that will then be used and deployed by the

[3] The proposal states that incentives for ongoing, annual participation would be budgeted separately, but it is unclear what these incentives are and whether they would be tied to the utility's savings from the VPP. The proposal says that the "revenues received from MISO for market participation" would flow back to all customers and the proposal does not indicate that a portion of those revenues (or cost-savings) would be provided as compensation to participants in the program.

utility. This all amounts to uncertainty on customer payback and whether there would even be a cost to some customers to participate in the program versus cost savings.

3) Without opt-out provisions, and provisions that limit how the utility can call upon batteries before storm events with outage possibilities, the program does not recognize the use of a customer's battery to meet individual resilience and cost-saving needs. This will be a major drawback to the program.
4) There are no limits identified or described for the hours of the day the 60 events will be called. In contrast, on its website, Entergy New Orleans describes the Peak Time Rebate Pilot as being limited to 15 peak demand events at a period of 2-4 hours per event. While no similar details are available for the residential battery pilot program on the company's website, it is unclear why this VPP pilot program proposal has significantly different program parameters than the other Energy Smart DR programs.
5) The proposal does not include institutional or commercial customers, limiting the program's utility for nonprofit service providers, resilience centers, and other non-residential institutions that would likely be interested in participating in the program.
6) It is unclear if customers with existing solar and battery storage systems can participate in the VPP, which would allow them to add their capacity to the

program to help it scale and succeed. While up front incentives should be limited to new battery installations, ongoing performance payments can help provide compensation for participation of already installed battery storage that is not yet providing its full value for either the customer-owner or the utility and the power grid.

SUN looks forward to participating in the upcoming technical conference to discuss these comments and concerns with parties, the utility, and the Council staff and advisors.

Respectfully submitted this 31st day of March, 2025.

/s/Shannon Anderson
Solar United Neighbors

CERTIFICATE OF SERVICE

I, Shannon Anderson, do hereby certify that on March 31, 2025 I served the forgoing REPLY COMMENTS OF SOLAR UNITED NEIGHBORS upon all other known Parties of this proceeding via electronic mail.

/s/ Shannon Anderson
Shannon Anderson
Solar United Neighbors

August 8, 2025

Via Electronic Mail

Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

RE: Docket UD-24-02 Proposal to Enhance Distributed Energy Resource Programs for the City of New Orleans

Dear Clerk of Council,

Recurve encourages the City Council to take action on this docket and enhance the City's DER programs. Recurve believes that transparent measurement of the costs and benefits of a VPP program will be critical to the success of any program that is established. All proposals for specific DER technologies should be optimized by a single compensation methodology that provides the same compensation for various services provided to the grid regardless of technology.

Please let me know if you have any questions related to this filing.

Respectfully submitted,

Recurve Analytics, Inc.

BY: /s/ Ted Thomas
Energize Strategies
1910 Navarre School Road
Navarre FL, 32566

Aisha Collier
Assistant Clerk of Council

Room 1E09, City Hall

1300 Perdido St
New Orleans, LA 70112

Re: **Advisors' Report on VPP** (Docket No. **UD-24-02**)

Dear Ms. Collier,

The Greater New Orleans Interfaith Climate Coalition respectfully submits the attached filing in docket **UD-24-02** pertaining to the City's **Distributed Energy Resource Program**.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,

Peter Digre

Peter Digre, Secretary

Greater New Orleans Interfaith Climate Coalition

Response to Advisors Report on UD-24-02: DER Docket

The Greater New Orleans Interfaith Climate Coalition concurs with and supports the Together New Orleans and the Alliance for Affordable Energy's critique of the Advisors' Report on UD-24-02: DER Docket.

Specifically, we concur that: "The Advisors' report, though framed in conciliatory language, is a tacit endorsement of ENO's control, incrementalism and inaction. It discards the SERI funds that are uniquely available to jump-start this effort, offers no path to affordability and delays meaningful deployment past the window when federal funds are accessible.

From the standpoint of TNO and AAE's goals — independent administration, affordability, enforceable timelines — the Advisors' report is not a compromise. It is not even a recommendation. It is, simply, a failure to recommend or propose anything.

If adopted, it would set New Orleans on a path toward entrenched bureaucratic inertia and elite access, rather than urgent, equitable resilience. The Council should reject the report's central premises and move to adopt a framework that saves lives, saves money and strengthens the grid — a plan that is neutral, inclusive and moves with urgency."

Before
The Council of the City of New Orleans

Re: Advisors' Report on VPP

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I do hereby certify that I have, this Aug 4, 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

Peter Digre

Secretary

The Greater New Orleans Interfaith Climate Coalition

August 8, 2025

Via Electronic Mail
Clerk of Council
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

RE: RESOLUTION AND ORDER ESTABLISHING A DOCKET AND PROCEDURAL SCHEDULE TO ENHANCE DISTRIBUTED ENERGY RESOURCE PROGRAMS
(UD-24-02)

Dear Clerk,

Please find the attached Comments of the Alliance for Affordable Energy on the Advisors' Report Regarding Parties' Proposed Distributed Energy Resources Programs and Policies for filing under the docket referenced above. We will submit physical copies at your instruction. If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Jesse S. George
New Orleans Policy Director
Alliance for Affordable Energy

4505 S. Claiborne Ave., New Orleans, LA 70175 | Office: 504.208.9761 | www.all4energy.org

Before
The Council of the City of New Orleans

In Re: RESOLUTION AND ORDER ESTABLISHING A DOCKET AND PROCEDURAL SCHEDULE TO ENHANCE DISTRIBUTED ENERGY RESOURCE PROGRAMS

DOCKET NO. UD-24-02

AUGUST 8, 2025

COMMENTS OF THE ALLIANCE FOR AFFORDABLE ENERGY ON THE ADVISORS' REPORT REPORT REGARDING PARTIES' PROPOSED DISTRIBUTED ENERGY RESOURCES PROGRAMS AND POLICIES

The Alliance for Affordable Energy ("the Alliance") hereby submits the following comments on the Advisors' Report Regarding Parties' Proposed Distributed Energy Resources Programs and Policies:

I. USE OF SYSTEM ENERGY RESOURCES, INC. SETTLEMENT FUNDS

Despite the fact that Entergy New Orleans, LLC ("ENO") has itself shifted from its original position of complete opposition to use of System Energy Resources, Inc. ("SERI") settlement funds for the purpose of a DER program to a concession that these funds could be used in this way under its BESS proposal, the Advisors have taken a hardline stance against use of SERI funds. The Council's acceptance of the Advisor's recommendation would amount to a weakening of the Council's authority as regulator, and completely ignores the Council's own long history of applying funds associated with Grand Gulf settlements in many ways over the years that did not reflect a direct bill credit to all customers. This precedent began in 1986 with Resolution R-86-112, which created the Entergy/City Council Economic Development Fund. This fund was used in myriad ways, all at the Council's discretion. Some examples include a

1995 allocation to support performances at French Quarter Fest[1], the 1998 New Orleans National Convention Attraction Committee[2], and in 2002 the Central City Economic Opportunity Corporation, Teen Court of Greater New Orleans, and to install ornamental ornamental lights in New Orleans East[3], all of which have a far more tenuous connection to utility relief than the proposal submitted by the Alliance and Together New Orleans ("TNO"), which would ultimately benefit not only participating households but all ratepayers.

The Advisors have instead recommended – in a separate docket (UD-18-07) – the use of SERI settlement funds to offset bill effects of a proposed rate increase under ENO's formula rate plan. While this would mitigate the effect of granting ENO's rate increase on customer bills, at least for a short time, it would amount to handing back to ENO settlement funds it agreed to return just last year, leaving ratepayers with nothing to show for it. Moving forward with a DER program with no dedicated funding source would virtually guarantee that the program would be inaccessible to low-income households, who most stand to benefit but who will be excluded without a robust funding source. The Council should reject the Advisors' recommendation and dedicate the SERI settlement funds to a vendor-neutral, independently-administered DER program.

II. VENDOR NEUTRALITY

While the Advisors' recommend a distributed energy resources ("DER") expansion pilot program with vendor neutrality, their recommendations do not make a clear commitment to independent administration. The Alliance supports the goal of true vendor neutrality and

[1] Resolution R-95-356 [retrievable at https://library.municode.com/la/new_orleans/munidocs/munidocs?nodeId=172705d5d4ec5]
[2] Resolution R-98-335 [retrievable at https://library.municode.com/la/new_orleans/munidocs/munidocs?nodeId=17270d21b7914]
[3] Resolutions R-02-139, R-02-269, R-02-557 [retrievable at https://library.municode.com/la/new_orleans/munidocs/munidocs?nodeId=172711ba4b4d0]

reiterates that the Council has already determined a vendor-neutral program to be in the public interest in the preamble of initiating resolution R-24-624.

III. THE ADVISORS' INCREMENTAL APPROACH DOES NOT MATCH THE URGENCY OF THE MOMENT

The Advisors' ultimate recommendation of a DER expansion pilot program does not match the urgency of the moment, either in terms of need or in terms of maximizing resources and impact. Nearly 1 out of every 5 New Orleanians faces utility disconnection annually due to inability to pay ENO's rising bills[4] and the City continues to experience frequent outages and increasingly frequent extreme weather events, including extreme heat and cold.

Additionally, while the so-called One Big Beautiful Bill retains incentives for battery storage, as we noted in our joint letter with Together New Orleans dated July, 16, 2025, the solar Investment Tax Credit will be available at its current level only for projects that become operational by the end of 2027. While this program pertains to battery storage only, the possibility of combining the benefits of federal incentives for solar with an aggressive battery program in New Orleans is a remarkable opportunity. Quite simply, New Orleans cannot afford an incremental approach, but must adopt a program capable of utilizing available resources while they last to achieve maximum benefit for ratepayers, particularly low-income and medically-vulnerable residents who are most in need.

IV. CONCLUSION

The Council is very close to achieving something beneficial for the City of New Orleans, if only it has the courage and vision to do so. Frankly, New Orleans should be leading the country in the adoption of battery storage, as we are among the cities most in need. Fortunately, we have the benefit of model programs from other, forward-looking jurisdictions to guide our

[4] https://lailluminator.com/2023/09/24/new-orleans-shutoffs/

efforts, such as Puerto Rico, where battery storage has played a crucial role in meeting demand this summer.[5] We urge you to implement a vendor-neutral, fully-funded DER program to bring much-needed bill relief, reliability, and resilience to the people of New Orleans.

Submitted respectfully,

Jesse S. George
New Orleans Policy Director
Alliance for Affordable Energy

Before
The Council of the City of New Orleans

In Re: RESOLUTION AND ORDER ESTABLISHING A DOCKET AND PROCEDURAL SCHEDULE TO ENHANCE DISTRIBUTED ENERGY RESOURCE PROGRAMS

DOCKET NO. UD-24-02

AUGUST 8, 2025

CERTIFICATE OF SERVICE

I do hereby certify that I have, this 8th day of August 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

Jesse S. George
Alliance for Affordable Energy

[5] https://www.utilitydive.com/news/solar-storage-vpp-puerto-ricos-grid-luma-sunrun/753722/?utm_source=Sailthru&utm_medium=email&utm_campaign=Issue:%202025-07-22%20Utility%20Dive%20Storage%20%5Bissue:75179%5D&utm_term=Utility%20Dive:%20Storage

Service List

clerkofcouncil@nola.gov
Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1085
Fax: (504) 658-1140
Service of Discovery not required

Erin Spears, espears@nola.gov
Chief of Staff, Council Utilities Regulatory Office
Bobbie Mason, bfmason1@nola.gov
Christopher Roberts, cwroberts@nola.gov
Byron Minor, Byron.minor@nola.gov
Candace Carmouche, Candace.Carmouche@nola.gov
Jared Reese, jared.reese@nola.gov
Tyrianne Varnado, tyrianne.varnado@nola.gov
City Hall - Room 6E07
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1110
Fax: (504) 658-1117

Krystal D. Hendon, CM Morrell Chief-of-Staff, Krystal.hendon@nola.gov
1300 Perdido St. Rm. 2W50
New Orleans, LA. 70112

Sayde Finkel, CM Moreno Chief-of-Staff, sayde.finkel@nola.gov
1300 Perdido St. Rm. 2W40
New Orleans, LA. 70112

Justyn Hawkins, 504-658-1108 jahawkins@nola.gov
Chief of Staff
City Hall - Room 1E06
1300 Perdido Street
New Orleans, LA 70112

Donesia D. Turner, Donesia.Turner@nola.gov
Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869
Service of Discovery not required

Tanya L. Irvin, tlirvin@nola.gov
Chief Deputy City Attorney
Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869

Norman White, Norman.White@nola.gov
Department of Finance
City Hall - Room 3E06
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1502
Fax: (504) 658-1705

Greg Nichols, grnichols@nola.gov
Deputy Chief Resilience Officer
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4958
Cell: 504-253-1626

Sophia Winston, sophia.winston@nola.gov
Energy Policy & Program Manager
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4914
Cell: 504-677-9756

ADMINISTRATIVE HEARING OFFICER

Hon. Calvin Johnson, (504) 439-2514
fourwakes@gmail.com

CITY COUNCIL CONSULTANTS and SUPPORT STAFF

Clinton A. Vince, clinton.vince@dentons.com
Presley Reed, presley.reedjr@dentons.com
Emma F. Hand, emma.hand@dentons.com
Dee McGill, dee.mcgill@dentons.com
Denton Law Firm,
1900 K Street NW
Washington, DC 20006
Tel: (202) 408-6400
Fax: (202) 408-6399

Basile J. Uddo (504) 583-8604 cell, buddo@earthlink.net
J. A. "Jay Beatmann, Jr. (504) 256-6142 cell, (504) 524-5446 office direct,
jay.beatmann@dentons.com
c/o DENTONS US LLP
650 Poydras Street
Suite 2850
New Orleans, LA 70130

Joseph W. Rogers, jrogers@legendcgl.com
Victor M. Prep, vprep@legendcgl.com
Byron S. Watson, bwatson@legendcgl.com
Legend Consulting Group
6041 South Syracuse Way, Suite 105
Greenwood Village, CO 80111
Tel: (303) 843-0351
Fax: (303) 843-0529

ENTERGY NEW ORLEANS, LLC

Leroy Nix, lnix@entergy.com
Entergy New Orleans, LLC
Vice-President, Regulatory and Public Affairs

Deanna Rodriguez, drodri2@entergy.com
Entergy New Orleans, LLC
President and Chief Executive Officer
Entergy New Orleans, LLC
Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Polly Rosemond, prosemo@entergy.com
Kevin T. Boleware, (504) 670-3673, kbolewa@entergy.com
D'Angela Savoie, dsavoi1@entergy.com
Keith Wood, (504) 670-3633, kwood@entergy.com
Derek Mills, (504) 670-3527, dmills3@entergy.com

Ross Thevenot, (504) 670-3556, rtheven@entergy.com
1600 Perdido Street, L-MAG 505B
New Orleans, LA 70112

Vincent Avocato, (281) 297-3508, vavocat@entergy.com
Entergy New Orleans, LLC
2107 Research Forest Drive, T-LFN-4
The Woodlands, TX 77380

Courtney Nicholson, cnicho2@entergy.com
Heather Silbernagel, (504) 576-2806, hsilber@entergy.com
Leslie M. LaCoste (504) 576-4102, llacost@entergy.com
Lacresha D. Wilkerson, (504) 576-6571, lwilke1@entergy.com

Ed Wicker, (504) 576-3101, ewicker@entergy.com
Linda Prisuta, (504) 576-4137, lprisut@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-26E
639 Loyola Avenue
New Orleans, LA 70113
Fax: 504-576-5579

Joe Romano, III (504) 576-4764, jroman1@entergy.com
Tim Rapier, (504) 576-4740, trapier@entergy.com
Erin Farrell, (504) 576-2758, efarrel@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-3K
639 Loyola Avenue
New Orleans, LA 70113
Fax: (504) 576-6029

Jessica Coolidge, (504) 576-5407**,** jcoolid@entergy.com

Greg Crisler, (504) 670-3538, gcrisle@entergy.com

Tamika Robinson, (225) 515-3575**,** trobi10@entergy.com

INTERVENORS

Alliance For Affordable Energy

Logan A. Burke, logan@all4energy.org
Jesse S. George, jesse@all4energy.org
Sophie Zaken, regulatory@all4energy.org
4505 S. Claiborne Ave.
Tel: (504) 208-9761

TOGETHER NEW ORLEANS

Broderick Bagert, (225) 803-5876, broderick@togetherla.org
Abel Thompson, (225) 978-1667, abel@togethernola.org
Nathalie Jordi, (504) 715-1742**,** nathalie@togetherla.org

LOUISIANA GREEN CORPS

Ryan Mattingly, ryan@lagreencorps.org
26455 Toulouse Street
New Orleans, LA 70119

FINANCE NEW ORELANS

Annie Clark, Aclark@financeauthority.org

PILA ENERGY INC.

Cole Ashman, 504-952-5026, cole@pilaenergy.com

1362 Hayes Street

San Francisco, CA, 94117

POSIGEN PBC

Kyle Wallace, (208) 608-6179, kwallace@posigen.com
Ruthie DeWit, (510)910-6512, rdewit@posigen.com
145 James Drive East, Suite 300
St.Rose, LA 70087

SOLAR UNITED NEIGHBORS

Shannon Anderson, (307) 288-4525, sanderson@solarunitedneighbors.org
1350 Connecticut Avenue NW, Suite
412 Washington, DC 20036

GREATER NEW ORLEANS INTERFAITH CLIMATE COALITION

Pastor Gregory Manning, (913) 940-5713, gmanning1973@yahoo.com
Jonathan Leo, jonathan.s.leo@gmail.com
Peter Digre, (310) 346-4361, peterdigre@gmail.com
Broadmoor Community Church
2021 S. Dupre St.
New Orleans, LA 70125

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 130

Calvin Lawrence, (504) 644-1192, calvin@ibewlu130.com
Rodney Wallis, (504) 913-4728, rodney@ibewlu130.com
3200 RidgelakeDr., Suite 300
Metairie, LA 70002

SOUTH LOUISIANA CHAPTER, INC. – NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

Shawn Martinez, (504) 352-6417, SMartinez@solaNECA.org
501 Commerce Point,
New Orleans, LA 7012

PRORATE ENERGY INC.

Myron Katz, (504)-343-1243, myron.bernard.katz@gmail.com
302 Walnut St
New Orleans, La 70118

SOUTHERN RENEWABLE ENERGY ASSOCIATION

Simon Mahan, (337) 303-3723, simon@southernwind.org
Whit Cox, (501) 701-0874, whit@southernrenewable.org
11610 Pleasant Ridge Road, Suite 103 #176
Little Rock, AR 72223

ENPHASE ENERGY INC.

Marc Monbouquette, (415) 488-6035**,** mmonbouquette@enphaseenergy.com
Steve Lasher, (617) 519-6631, slasher@enphaseenergy.com
47281 Bayside Pkwy
Fremont, CA 94538

SUNNOVA ENERGY INTERNATIONAL, INC

Jamie Charles, (703) 489-5735, James.Charles@Sunnova.com
20 Greenway Plaza, Suite 475
Houston, TX 77046

504 HEALTHNET, INC

Currin Wallis, (978)-505-3059, cwallis@504healthnet.org
1030 Lesseps St,
New Orleans LA 70122

RESILIENCE NEW ORLEANS

Casey DeMoss, (504) 982-0468, casey@resiliencenola.org
4659 Clara St.,
New Orleans, LA 70115

EFFORTS OF GRACE, INC/ASHE CULTURAL ARTS CENTER

Asali DeVan Ecclesiastes, (504) 813-1586, adecclesiastes@ashenola.org
2236 D'Abadie Street
New Orleans, 70119

Patricia Smith, (504) 515-3899, patricias@ashenola.org
6101 Ransom Street
New Orleans, 70126

VOLTUS INC.

Kimaya Abreu, (609) 994-7686, kabreu@voltus.co
2443 Fillmore St.
San Francisco, CA 94115
Harry Alper, (617)-974-1116**,** halper@voltus.co
1114 Crete St.
New Orleans, LA 70119

ENERGYHUB, INC

Gabriela Olmedo, (949) 518-5695, gabriela.olmedo@energyhub.net
41 Flatbush Avenue Suite 400A
Brooklyn, NY 11217

GROUNDWORK NEW ORLEANS

Todd Reynolds, (504) 256-1336, todd@groundworknola.org

GULF STATES RENEWABLE ENERGY INDUSTRIES ASSOCIATION

Monika Gerhart, (504) 258-9294, mgerhart@gsreia.org
Executive Director

Jeffrey Cantin, jcantin@gsreia.org
Chairman of the Board

Christopher Pourciau, cmpourciau@gmail.com
Energy Fellow

RECURVE ANALYTICS, INC

Ted Thomas, ted.thomas@energizestrategies.com
Energize Strategies
1910 Navarre School Road
Navarre FL, 32566

Cailee Mangan, cailee@recurve.com

CITIZENS CLIMATE LOBBY NEW ORLEANS

Keely Lewis, (504) 372-7599, utopiantemple@gmail.com
Chapter Leader
701 Loyola Avenue # 58542
New Orleans, LA 70113

VIA ELECTRONIC MAIL

August 8, 2025

Aisha Collier
Assistant Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Advisors' Report Regarding Parties' Proposed Distributed Energy Resource Programs and Policies (CNO Docket No. UD-24-02)

Dear Ms. Collier,

Enphase Energy, Inc. ("Enphase") respectfully submits the attached filing in the above-referenced docket pertaining to the City's Distributed Energy Resource Program.

Please do not hesitate to contact me with any questions regarding the ensuing comments.

Respectfully Submitted,



Marc Monbouquette
Senior Manager, Policy and Government Affairs
Enphase Energy, Inc.
Phone: (415) 488-6035
Email: mmonbouquette@enphaseenergy.com

BEFORE THE COUNCIL OF THE CITY OF NEW ORLEANS

RESOLUTION AND ORDER R-24-624 ESTABLISHING A DOCKET AND PROCEDURAL SCHEDULE TO ENHANCE DISTRIBUTED ENERGY RESOURCE PROGRAMS	)))))	**DOCKET NO. UD-24-02**

COMMENTS OF ENPHASE ENERGY, INC. ON ADVISORS' REPORT REGARDING PARTIES' PROPOSED DISTRIBUTED ENERGY RESOURCE PROGRAMS AND POLICIES

Enphase Energy, Inc. ("Enphase") respectfully submits the below brief comments on the Council's *Advisors' Report Regarding Parties' Proposed Distributed Energy Resource (DER) Programs and Policies* issued in Docket No. UD-24-02 on July 16, 2025.

Enphase is disappointed to learn of the Advisors' conclusions that – after almost a year's worth of stakeholder engagement in this docket, and despite the overarching objective to increase the availability of DERs and battery storage in the face of increasing extreme weather events, as stated in Resolution R-24-624 – they are not able to recommend moving forward with a permanent program for near-term implementation that will help grow the VPP market and enhance customer resiliency in New Orleans.

As several parties have indicated, the current Energy Smart BESS pilot program has, on its own, failed to attract meaningful customer adoption of behind-the-meter ("BTM") batteries and VPP participation. Enphase supports continuing and building on this basic program framework to provide a basic VPP dispatch function, but the customer value proposition for BTM batteries must be enhanced to scale adoption and achieve comparable levels of participation and ensuing grid benefits as has been realized from several related programs across the country. The incentives proposed by Together New Orleans and the Alliance for Affordable Energy would importantly extend access to low- and moderate-income customers and community facilities.

Having launched the docket with the presumption that parties should propose how SERI credits could be utilized for the benefit of all ratepayers through supporting DER deployment, it is perplexing that the Advisors ultimately state alignment with ENO's position that such credits can only to be returned to ratepayers as bill credit, as a matter of law. The Council should reject this interpretation, lest another funding source be identified to support the stated goals of the docket.

© 2025 Enphase Energy, Inc.
47281 Bayside Parkway, Fremont, CA 94538 Tel: 707.763.4784

BEFORE THE COUNCIL OF THE CITY OF NEW ORLEANS

Re: Advisors' Report on VPP Programs

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I, Marc Monbouquette, do hereby certify that I have served the foregoing correspondence upon all other known parties of this proceeding by electronic mail, on this August 8, 2025.

/s/ Marc Monbouquette

Marc Monbouquette
Enphase Energy

August 8, 2025

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

Re: **Advisors' Report on VPP** (Docket No. **UD-24-02**)

Dear Ms. Collier,

Finance New Orleans respectfully submits the attached filing in docket **UD-24-02** pertaining to the City's **Distributed Energy Resource Program**.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,

Annie Clark
Finance New Orleans

Re: Advisors' Report on VPP (Docket No. UD-24-02)

FNO is a strong proponent of expanding distributed energy resources (DER) in New Orleans to enhance grid reliability and resilience. We appreciate the Council's foresight in opening this docket and the Advisors' diligent work in analyzing the proposals from various parties, including Together New Orleans (TNO) and Entergy New Orleans (ENO).

The proposals have varying primary goals and timelines for the Virtual Power Plant (VPP). TNO's approach advocates for quickly funding resilience to create immediate capacity and uses a cost-benefit analysis that correctly accounts for intangible social benefits. ENO's approach focuses on a more gradual, multi-year plan to build capacity to meet future grid needs and ensure long-term grid stability. These distinct approaches have led to varying cost-benefit analyses and funding strategies. We believe that a comprehensive cost-benefit analysis must go beyond purely tangible metrics to properly account for the immense value of community resilience, while also addressing the critical need for a thoughtful, long-term strategy to ensure grid stability and capacity for the future.

This is a critical moment for the City to act decisively. New Orleans cannot afford to delay a full-scale DER program by pursuing an incremental pilot, especially since the existing program has failed to attract customers. Instead, we should look to other aggregated storage programs across the country that have seen rapid expansion and created hundreds of megawatts of capacity. We have a unique opportunity to lead the nation in DER-enabled resilience, but this requires an ambitious vision that prioritizes immediate impact and broad scale. Our goal must be to rapidly deploy this technology to strengthen our grid and protect our most vulnerable communities, building on initial pilot efforts to achieve meaningful progress.

FNO believes the Advisors' conclusion that SERI credits cannot be used for a DER program is a significant oversight. As TNO and the Alliance for Affordable Energy have argued, SERI funds are uniquely available to jump-start this effort, and their use is critical to ensure that income-qualified families can participate. FNO believes that a targeted use of these funds can be structured to provide a clear public benefit that aligns with the Council's goals for both resilience and ratepayer relief. As TNO's benefit-cost analysis shows, these credits will lead to customer bill savings over time and other economic and societal benefits. We believe this is a valuable and worthy use of the funds, particularly when considering the gains made in meeting energy equity goals. While direct rate-based program costs could cover some incentives, and third-party aggregators can assist with low or no-cost upfront financing, SERI credits, or a similar source of income-qualified incentive financing, will be necessary to meaningfully achieve the program's

equity goals. A failure to utilize these funds would miss a critical window for action and delay meaningful deployment.

To achieve the goals of all parties, it is critical to establish a neutral, third-party administrator for a DER program. An organization like FNO, as the city's green bank, is uniquely positioned to take on this role due to its expertise in leveraging public funds to catalyze private investment. This model would allow the administrator to:

- **Act as a Public Developer**: Similar to the Connecticut Green Bank's "public developer" model, an administrator could use its low cost of capital and potential SERI funds to rapidly scale up VPP assets. This approach complements ENO's capacity utilization model and helps mitigate concerns about the program's pace and scale.
- **Bridge the Timing Gap**: By acting as a financier-developer, an administrator can fund the addition of batteries and solar to municipal, commercial, non-profit, and multi-family properties. The administrator's balance sheet can absorb the initial lags between rapid scaling and capacity utilization, addressing concerns about a rapid expansion while also meeting the need for urgency.
- **Ensure Vendor Neutrality and Affordability**: An administrator would ensure a vendor-neutral program and, crucially, promote broad participation and deliver direct benefits to low-income families and disadvantaged communities. This aligns with the program's equity goals and is supported by a broad range of stakeholder feedback.

We believe that a program administered by a neutral third party is the best path forward to reconcile the different timelines and priorities of ENO and TNO. This model provides the speed and scale TNO desires while offering ENO the long-term, coordinated approach to grid capacity that it seeks. The use of SERI funds, paired with private investment, is the most effective way to jump-start this effort and deliver tangible benefits to New Orleans residents, especially those most in need. We urge the Council to move to adopt a framework that saves lives, saves money, and strengthens the grid—a plan that is neutral, inclusive, and moves with urgency.

We are ready to work with the Council, the Advisors, and all parties in this docket to develop a concrete plan that puts these principles into action. We are confident that a collaborative approach can lead to a program that is both innovative and cost-effective, saving lives, strengthening the grid, and saving money for all New Orleanians.

Before
The Council of the City of New Orleans

Re: Advisors' Report on VPP

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I do hereby certify that I have, this Aug 8, 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

Annie Clark
Finance New Orleans

Aug 8, 2025

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

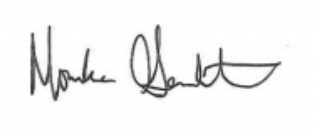
Re: **Advisors' Report on VPP** (Docket No. **UD-24-02**)

Dear Ms. Collier,

Gulf States Renewable Energy Industries Association respectfully submits the attached filing in docket **UD-24-02** pertaining to the City's **Distributed Energy Resource Program**.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,



Monika Gerhart
Executive Director
Gulf States Renewable Energy Industries Association

Response to Advisors Report on UD-24-02: DER Docket

Gulf States Renewable Energy Industries Association (GSREIA) applauds the New Orleans City Council for its leadership in advancing this distributed energy resources (DER) docket and the Advisors for their diligence and analytical approach. However, GSREIA is concerned that the Advisors' report issued on July 16, 2025, fails to reflect the innovation, urgency and ambition that the City Council signaled in launching this docket in response to ratepayer needs. Instead of charting a clear path toward a robust, community-centered DER program, the report defaults to another limited utility-led pilot. This approach risks missing a rare opportunity to deliver real grid resilience, cost savings, and equitable energy access at the scale New Orleans ratepayers want and need.

1. Establishes Independent, Competitive Program Oversight

The report proposes a structure that maintains Entergy New Orleans (ENO) in a central administrative role. GSREIA believes that for a VPP to achieve widespread success, program oversight must be independent and vendor-neutral. This structure would help prevent market bottlenecks, promote price competition, and expand access to innovative project delivery models.

To ensure transparency, equity, and a level playing field, the Council should authorize a qualified third-party program administrator. This would also reduce conflicts of interest and align with national best practices for utility-managed DER programs.

2. Incentives & Cost-Benefit Analysis

The Report's position on upfront incentives, particularly its dismissal of using the $32.5 million SERI litigation credits, is shortsighted. These are ratepayer funds secured for the benefit of ratepayers, to be allocated per the Council's discretion, not ENO's. By virtue of its leadership on this docket, Council's awareness that the deployment of a substantial DER program in New Orleans is significant and provides a direct benefit to ratepayers both in terms of costs and reduced outages, which are benefits to program participants and non-participants alike.

The credits represent a unique opportunity to leverage outside investment and catalyze a new market for distributed energy in New Orleans, by and for ratepayers citywide. Without meaningful incentives, especially for residential and small commercial customers, project pipelines will be limited to higher-income participants. This outcome would undercut the program's potential for equitable deployment and economic scale.

While TNO/AAE and ENO take different approaches to the cost-benefit analysis in terms of what values are included as benefits, GSREIA believes that there is room for Council to come to an alignment. Clearly avoided energy and capacity costs will be the two primary drivers of value for the program, and GSREIA believes that they are not the only potential value streams that

should be considered. GSREIA supports inclusion of avoided transmission and distribution in any analysis, as well as avoided regional network service charges.

3. Follows a Firm, Action-Oriented Implementation Timeline

The suggested pilot-first approach lacks the urgency and specificity required to meet current energy resilience needs. GSREIA recommends the Council direct a clear implementation path.

Developers and contractors across the region are ready to engage, but clarity and predictability are key to market participation. Federal investment opportunities and supply chains also demand timely action.

4. Commits to Meaningful Scale and Economic Impact

The Council must decide whether distributed energy is a critical part of our infrastructure or a small-scale demonstration. The proposed 29 MW Virtual Power Plant (VPP) is not an ambitious target. It is a necessary investment that leverages $57 million in outside funding, protects vulnerable communities, and builds a smarter, more resilient grid.

The Advisors' limited approach fails to reflect this urgency. The Council must lead by adopting a full-scale VPP roadmap now.

Conclusion

New Orleans experienced more heat-related deaths and illnesses, and more power outages, than any city of its size in the United States. It is also the largest locally regulated, investor-owned utility in the United States. The New Orleans City Council is therefore well-positioned to take the urgent action needed by and for New Orleans ratepayers to prioritize life-saving distributed energy resilience solutions at scale.

GSREIA appreciates the Council's leadership in continuing to move this docket forward. However, the Advisors' Report does not deliver a policy framework capable of realizing the Council's stated goals. We urge the Council to revise the proposal by centering competitive administration, market-aligned incentives, and a commitment to rapid, measurable implementation.

We are available to provide technical feedback and industry expertise throughout the rulemaking and deployment process. Our members stand ready to help build a more resilient, reliable, and equitable energy system for New Orleans.

Monika Gerhart
Executive Director
Gulf States Renewable Energy Industries Association (GSREIA)

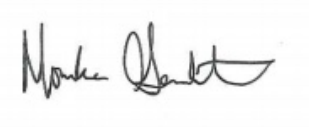
Before
The Council of the City of New Orleans

Re: Advisors' Report on VPP

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I do hereby certify that I have, this Aug 8, 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.



Monika Gerhart
Gulf States Renewable Energy Industries Association

August 8th, 2025

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

Re: **Advisors' Report on VPP** (Docket No. **UD-24-02**)

Dear Ms. Collier,

Louisiana Green Corps respectfully submits the attached filing in docket **UD-24-02** pertaining to the City's **Distributed Energy Resource Program**.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,

Ryan Mattingly
Louisiana Green Corps

Louisiana Green Corps Statement in Support of Together New Orleans (TNO) Position on the Advisors' Report

Louisiana Green Corps respectfully joins Together New Orleans (TNO) and the Alliance for Affordable Energy (AAE) in expressing concern that the Advisors' recent report does not go far enough to meet our community's urgent resilience needs. While we appreciate the effort to provide a thoughtful and measured assessment, we believe the current recommendations miss important opportunities to deliver timely, equitable, and cost-effective solutions for New Orleans residents.

Our city is fortunate to have access to the State Energy Resilience Initiative (SERI) funds — a rare and powerful resource that could help launch community-based projects to strengthen our grid, safeguard vulnerable residents during extreme weather, and reduce energy costs. We are concerned that the report's decision to set aside these funds, coupled with its lack of a clear plan for affordability and enforceable timelines, could result in delays that put both lives and resources at risk.

Louisiana Green Corps believes that resilience planning should be guided by a few essential principles: independence in administration, affordability for all residents in a way that drives equity, transparency, and a sense of urgency. We believe the current report, while well-intentioned, does not yet meet these standards and may reinforce processes that are too slow to respond to the challenges our city faces.

We encourage the City Council to build on the Advisors' work by adopting a framework that uses all available resources — including the SERI funds — to act quickly, inclusively, and with a long-term vision for equity. New Orleans has a unique chance to create a stronger, fairer energy future, and with the right steps, we can seize this opportunity to protect lives, strengthen our infrastructure, and ensure benefits are shared widely across our community.

Before
The Council of the City of New Orleans

Re: Advisors' Report on VPP

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I do hereby certify that I have, this Aug 8th, 2025 served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

_____

Ryan Mattingly
Executive Director
Louisiana Green Corps

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

August 8, 2025

Via Electronic Delivery
Clerk of Council
City Hall, room 1E09
1300 Perdido St
New Orleans, LA 70112

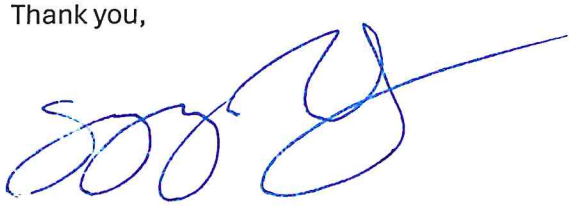
Re: City of New Orleans Docket – UD-24-02, Distributed Energy Resources

Dear Clerk of Council,

The Office of Resilience & Sustainability (ORS) respectfully submits these comments regarding UD-24-02, Distributed Energy Resources and the creation of a Virtual Power Plant (VPP) through the deployment of residential, commercial, and industrial back-up battery systems.

If there are any questions or concerns, please do not hesitate to reach out to Greg Nichols (grnichols@nola.gov) or Sophia Winston (Sophia.winston@nola.gov).

Thank you,



Greg Nichols
Deputy Chief Resilience Officer
Office of Resilience & Sustainability
1300 Perdido St, Suite 7E05
New Orleans, LA 70112

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

To City of New Orleans Docket UD-24-02 Service List Members,

Thank you to the City Council, Entergy New Orleans, The Alliance for Affordable Energy, and Together New Orleans in their work establishing this docket and providing technical expertise and insights into the feasibility of battery storage program for residential, commercial, and industrial customers.

In many ways, New Orleans is leading the nation in forward thinking approaches to energy resilience in the face of climate change and severe weather events. In 2024, The City of New Orleans received $9 million from the Environmental Protection Agency (EPA) to support the establishment of a solar subsidy program administered through the City's Solar for All NOLA Program. Together New Orleans, and their partners around the state of Louisiana, have catalyzed a grassroots effort to arm our community assets with solar and battery microgrid systems that provide accessible, neighborhood level resources such as cooling, charging, and air conditioning to residents experiencing power outages. These opportunities, along with Council actions to develop a Community Solar program and a Renewable and Clean Portfolio Standard, create a dynamic energy ecosystem poised to take action around a variety of reliability solutions.

New Orleanians experience some of the highest energy burden rates and some of the fastest growing electric rates in the nation. According to data from the U.S Energy Information Administration, electric rates for residential customers in Louisiana are rapidly increasing – between January 2025 to May 2025, the cost of a kilowatt hour increased from $0.0831 to $0.0978, a nearly 18% price increase in just 5 months.[1] We also know that residents of New Orleans experience some of the highest outage rates in the country - between 2013-2023, Louisiana experienced 198 hours of power interruptions, greatly ahead of second place West Virginia, which experienced 142 hours in the same period of time. [2] While state level trends may vary from energy use trends and rates in New Orleans, the rising cost of electricity has been top of mind for our residents and small businesses, forcing residents and business owners to make difficult decisions.

The recent passage of H.R.1 will have implications in the feasibility of rapidly and equitably deploying clean energy resources with the early sunsetting of residential (25D) and commercial (48E/Y) tax incentives for the purchase of solar panels and batteries. In order to meet the needs of New Orleanians in the absence of federal incentives, growing electric rates, and increasing risk, decision makers should:

- Build on best practices seen in existing battery incentive and demand response programs, such as programs deployed through Green Mountain Power (Vermont), National Grid (Massachusetts & New York), and Eversource (Connecticut, Massachusetts, & New Hampshire) or similar direct-to-customer rebate programs such as e-bike programs, to quickly and effectively distribute funds and batteries

[1] Electricity data browser - Average retail price of electricity
[2] The-New-Orleans-Index-at-Twenty.pdf

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

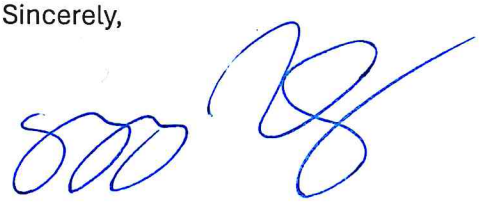
LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

- Ensure that incentive structures are provided directly to the vendor for a point-of-sale discount and that incentive structures provide enough up-front capital to make up for the loss of 30% federal tax credits.
- Prioritize the equitable deployment of batteries and marketing/education around their benefits for demand response and resilience.
- Pair battery systems with existing solar PV systems through a lottery system and pair low-to-moderate income battery installation with programs like Solar for All NOLA and income qualified Energy Smart programs.

Now is the time to provide resources at the local level and build on the success and innovative approaches to energy resilience and grid reliability that we are already seeing take shape in New Orleans.

Sincerely,



Greg Nichols
Deputy Chief Resilience Officer
Office of Resilience & Sustainability
1300 Perdido St, Suite 7E05
New Orleans, LA 70112

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

Before
The Council of the City of New Orleans

Docket No. UD-24-02
Distributed Energy Resources
August 8, 2025

Certificate of Service

I do hereby certify, this 8th day of August 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

Greg Nichols
Deputy Chief Resilience Office
Office of Resilience & Sustainability
1300 Perdido St, Suite 7E05
New Orleans, LA 70112

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

clerkofcouncil@nola.gov
Clerk of Council
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1085
Fax: (504) 658-1140
Service of Discovery not required

Erin Spears, espears@nola.gov
Chief of Staff, Council Utilities Regulatory Office
Bobbie Mason, bfmason1@nola.gov
Christopher Roberts, cwroberts@nola.gov
Byron Minor, Byron.minor@nola.gov
Candace Carmouche, Candace.Carmouche@nola.gov
Jared Reese, jared.reese@nola.gov
Tyrianne Varnado, tyrianne.varnado@nola.gov
City Hall - Room 6E07
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1110
Fax: (504) 658-1117

Krystal D. Hendon, CM Morrell Chief-of-Staff, Krystal.hendon@nola.gov
1300 Perdido St. Rm. 2W50
New Orleans, LA. 70112

Sayde Finkel, CM Moreno Chief-of-Staff, sayde.finkel@nola.gov
1300 Perdido St. Rm. 2W40
New Orleans, LA. 70112

Justyn Hawkins, 504-658-1108 jahawkins@nola.gov
Chief of Staff
City Hall - Room 1E06
1300 Perdido Street
New Orleans, LA 70112

Donesia D. Turner, Donesia.Turner@nola.gov

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869
Service of Discovery not required

Tanya L. Irvin, tlirvin@nola.gov
Chief Deputy City Attorney
Law Department
City Hall - 5th Floor
New Orleans, LA 70112
Tel: (504) 658-9800
Fax: (504) 658-9869

Norman White, Norman.White@nola.gov
Department of Finance
City Hall - Room 3E06
1300 Perdido Street
New Orleans, LA 70112
Tel: (504) 658-1502
Fax: (504) 658-1705

Greg Nichols, grnichols@nola.gov
Deputy Chief Resilience Officer
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4958
Cell: 504-253-1626

Sophia Winston, sophia.winston@nola.gov
Energy Policy & Program Manager
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112
Tel: 504-658-4914
Cell: 504-677-9756

ADMINISTRATIVE HEARING OFFICER

Hon. Calvin Johnson, (504) 439-2514

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

fourwakes@gmail.com

CITY COUNCIL CONSULTANTS and SUPPORT STAFF

Clinton A. Vince, clinton.vince@dentons.com
Presley Reed, presley.reedjr@dentons.com
Emma F. Hand, emma.hand@dentons.com
Dee McGill, dee.mcgill@dentons.com
Denton Law Firm,
1900 K Street NW
Washington, DC 20006
Tel: (202) 408-6400
Fax: (202) 408-6399

Basile J. Uddo (504) 583-8604 cell, buddo@earthlink.net
J. A. "Jay Beatmann, Jr. (504) 256-6142 cell, (504) 524-5446 office direct,
jay.beatmann@dentons.com
c/o DENTONS US LLP
650 Poydras Street
Suite 2850
New Orleans, LA 70130

Joseph W. Rogers, jrogers@legendcgl.com
Victor M. Prep, vprep@legendcgl.com
Byron S. Watson, bwatson@legendcgl.com
Legend Consulting Group
6041 South Syracuse Way, Suite 105
Greenwood Village, CO 80111
Tel: (303) 843-0351
Fax: (303) 843-0529

ENTERGY NEW ORLEANS, LLC

Leroy Nix, lnix@entergy.com
Entergy New Orleans, LLC
Vice-President, Regulatory and Public Affairs

Deanna Rodriguez, drodri2@entergy.com
Entergy New Orleans, LLC
President and Chief Executive Officer
Entergy New Orleans, LLC

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Polly Rosemond, prosemo@entergy.com
Kevin T. Boleware, (504) 670-3673, kbolewa@entergy.com
D'Angela Savoie, dsavoi1@entergy.com
Keith Wood, (504) 670-3633, kwood@entergy.com
Derek Mills, (504) 670-3527, dmills3@entergy.com

Ross Thevenot, (504) 670-3556, rtheven@entergy.com
1600 Perdido Street, L-MAG 505B
New Orleans, LA 70112

Vincent Avocato, (281) 297-3508, vavocat@entergy.com
Entergy New Orleans, LLC
2107 Research Forest Drive, T-LFN-4
The Woodlands, TX 77380

Courtney Nicholson, cnicho2@entergy.com
Heather Silbernagel, (504) 576-2806, hsilber@entergy.com
Leslie M. LaCoste (504) 576-4102, llacost@entergy.com
Lacresha D. Wilkerson, (504) 576-6571, lwilke1@entergy.com

Ed Wicker, (504) 576-3101, ewicker@entergy.com
Linda Prisuta, (504) 576-4137, lprisut@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-26E
639 Loyola Avenue
New Orleans, LA 70113
Fax: 504-576-5579

Joe Romano, III (504) 576-4764, jroman1@entergy.com
Tim Rapier, (504) 576-4740, trapier@entergy.com
Erin Farrell, (504) 576-2758, efarrel@entergy.com
Entergy Services, LLC
Mail Unit L-ENT-3K
639 Loyola Avenue
New Orleans, LA 70113
Fax: (504) 576-6029

Jessica Coolidge, (504) 576-5407, jcoolid@entergy.com

Greg Crisler, (504) 670-3538, gcrisle@entergy.com

Tamika Robinson, (225) 515-3575, trobi10@entergy.com

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

INTERVENORS

Alliance For Affordable Energy

Logan A. Burke, logan@all4energy.org
Jesse S. George, jesse@all4energy.org
Sophie Zaken, regulatory@all4energy.org
4505 S. Claiborne Ave.
Tel: (504) 208-9761

TOGETHER NEW ORLEANS

Broderick Bagert, (225) 803-5876, broderick@togetherla.org
Abel Thompson, (225) 978-1667, abel@togethernola.org
Nathalie Jordi, (504) 715-1742, nathalie@togetherla.org

LOUISIANA GREEN CORPS

Ryan Mattingly, ryan@lagreencorps.org
26455 Toulouse Street
New Orleans, LA 70119

FINANCE NEW ORELANS

Annie Clark, Aclark@financeauthority.org

PILA ENERGY INC.

Cole Ashman, 504-952-5026, cole@pilaenergy.com
1362 Hayes Street
San Francisco, CA, 94117

POSIGEN PBC

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

Kyle Wallace, (208) 608-6179, kwallace@posigen.com
Ruthie DeWit, (510)910-6512, rdewit@posigen.com
145 James Drive East, Suite 300
St.Rose, LA 70087

SOLAR UNITED NEIGHBORS

Shannon Anderson, (307) 288-4525, sanderson@solarunitedneighbors.org
1350 Connecticut Avenue NW, Suite
412 Washington, DC 20036

GREATER NEW ORLEANS INTERFAITH CLIMATE COALITION

Pastor Gregory Manning, (913) 940-5713, gmanning1973@yahoo.com
Jonathan Leo, jonathan.s.leo@gmail.com
Peter Digre, (310) 346-4361, peterdigre@gmail.com
Broadmoor Community Church
2021 S. Dupre St.
New Orleans, LA 70125

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 130

Calvin Lawrence, (504) 644-1192, calvin@ibewlu130.com
Rodney Wallis, (504) 913-4728, rodney@ibewlu130.com
3200 RidgelakeDr., Suite 300
Metairie, LA 70002

SOUTH LOUISIANA CHAPTER, INC. – NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

Shawn Martinez, (504) 352-6417, SMartinez@solaNECA.org
501 Commerce Point,
New Orleans, LA 7012

PRORATE ENERGY INC.

Myron Katz, (504)-343-1243, myron.bernard.katz@gmail.com

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

302 Walnut St
New Orleans, La 70118

SOUTHERN RENEWABLE ENERGY ASSOCIATION

Simon Mahan, (337) 303-3723, simon@southernwind.org
Whit Cox, (501) 701-0874, whit@southernrenewable.org
11610 Pleasant Ridge Road, Suite 103 #176
Little Rock, AR 72223

ENPHASE ENERGY INC.

Marc Monbouquette, (415) 488-6035, mmonbouquette@enphaseenergy.com
Steve Lasher, (617) 519-6631, slasher@enphaseenergy.com
47281 Bayside Pkwy
Fremont, CA 94538

SUNNOVA ENERGY INTERNATIONAL, INC

Jamie Charles, (703) 489-5735, James.Charles@Sunnova.com
20 Greenway Plaza, Suite 475
Houston, TX 77046

504 HEALTHNET, INC

Currin Wallis, (978)-505-3059, cwallis@504healthnet.org
1030 Lesseps St,
New Orleans LA 70122

RESILIENCE NEW ORLEANS

Casey DeMoss, (504) 982-0468, casey@resiliencenola.org
4659 Clara St.,
New Orleans, LA 70115

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

EFFORTS OF GRACE, INC/ASHE CULTURAL ARTS CENTER

Asali DeVan Ecclesiastes, (504) 813-1586, adecclesiastes@ashenola.org
2236 D'Abadie Street
New Orleans, 70119

Patricia Smith, (504) 515-3899, patricias@ashenola.org
6101 Ransom Street
New Orleans, 70126

VOLTUS INC.

Kimaya Abreu, (609) 994-7686, kabreu@voltus.co
2443 Fillmore St.
San Francisco, CA 94115
Harry Alper, (617)-974-1116, halper@voltus.co
1114 Crete St.
New Orleans, LA 70119

ENERGYHUB, INC

Gabriela Olmedo, (949) 518-5695, gabriela.olmedo@energyhub.net
41 Flatbush Avenue Suite 400A
Brooklyn, NY 11217

GROUNDWORK NEW ORLEANS

Todd Reynolds, (504) 256-1336, todd@groundworknola.org

GULF STATES RENEWABLE ENERGY INDUSTRIES ASSOCIATION

Monika Gerhart, (504) 258-9294, mgerhart@gsreia.org
Executive Director

Jeffrey Cantin, jcantin@gsreia.org
Chairman of the Board

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

Christopher Pourciau, cmpourciau@gmail.com
Energy Fellow

RECURVE ANALYTICS, INC

Ted Thomas, ted.thomas@energizestrategies.com
Energize Strategies
1910 Navarre School Road
Navarre FL, 32566

Cailee Mangan, cailee@recurve.com

CITIZENS CLIMATE LOBBY NEW ORLEANS

Keely Lewis, (504) 372-7599, utopiantemple@gmail.com
Chapter Leader
701 Loyola Avenue # 58542
New Orleans, LA 70113

August 8, 2025

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

Re: **Advisors' Report on VPP** (Docket No. **UD-24-02**)

Dear Ms. Collier,

PosiGen, PBC respectfully submits the attached filing in docket **UD-24-02** pertaining to the City's **Distributed Energy Resource Program**.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,

Kyle Wallace
PosiGen, PBC

Introduction

PosiGen appreciates this opportunity to provide comments on the Advisors' Report ("the Report") issued on July 16, 2025. Before addressing specific topics raised in the Report, PosiGen would like to express our commitment to the development of a feasible, cost-effective program that would increase energy affordability and resilience to New Orleans. We believe that some of the discussions in this Docket have helped move towards a Distributed Energy Resources ("DER") program, but we are also concerned that despite that progress, we will ultimately lose an opportunity to deliver such a program in the near future.

PosiGen believes that a workable structure for a DER program exists within this Docket and that the Council should continue to aim for a program launch in 2026. We believe that simply another pilot for battery storage is unwise and would ensure that the ratepayer and resilience benefits that DERs can provide would be underutilized for several more years. Developing a cost effective battery storage program is not new. There are examples across the country, many of which are cited within this Docket, which clearly demonstrate that there is a path to a cost-effective program. We should not continue to treat a battery storage program as something that needs to be piloted.

We are sensitive to the need to ensure that ratepayer dollars are effectively used and we understand the reticence to commit to a large program budget, but we don't believe that the answer is a small pilot. A reasonable discussion can be had regarding the appropriate size and budget for a DER program that can be rolled out in the near term with the expectation that when it is successful additional funding will occur. Approving another pilot, rather than a permanent program, sends the wrong signal to the market and will prevent manufacturers, contractors, and energy providers from being able to orient around this DER program.

Both TNO/AAE and ENO's programs assume a high number of retrofits which doesn't add increased capacity to distribution lines, as such the notion that there will be high costs for system distribution upgrades is tenuous at best. Depending on the size of the program, providing distribution system relief during peak periods you are avoiding the supposed cost increase in relation to distribution system upgrades that the Advisors and ENO are concerned about.

Incentive Levels & Cost-Benefit Analysis

PosiGen believes that the DER program should be a cost-effective program where the compensation provided to participants is commensurate with the value being provided. We acknowledge that further work is needed on both aligning stakeholders on a cost-benefit framework that properly values the contributions being provided by DERs as well as modifying the incentive levels to fit within that cost-benefit framework.

TNO/AAE and ENO take different approaches to the cost-benefit analysis in terms of what values are included as benefits, and we believe that there is room to come to an alignment on those. Clearly avoided energy and capacity costs will be the two primary drivers of value for the program, but we believe that they are not the only potential value streams that should be considered. We support TNO/AAE's inclusion of avoided transmission and distribution benefits and avoided regional network service charges in the cost benefit analysis.

The inclusion of avoided or deferred transmission and distribution value has been used in other state DER programs and should be considered for this program. Rocky Mountain Power's Wattsmart Battery Program includes value for a "transmission & distribution adder" and for "risk reduction," and the program passes all cost-benefit tests including a UCT.[1] The Wattsmart also uses the energy storage devices for frequency response, which demonstrates that there are additional ways in which the batteries could be used to provide value to grid reliability.

Likewise, the Connecticut Energy Storage Solutions cost-benefit analysis includes additional categories including avoided transmission and distribution capacity, and the demand reduction induced price effects ("DRIPE") on energy and capacity, and reduced greenhouse gas emissions value. DRIPE captures the value that is provided beyond the specific energy and capacity costs offset by the dispatch of the energy storage.[2] Simply put, DRIPE attempts to capture the value provided through reduced demand due to measures (typically in an energy efficiency context, but applicable to storage and behind-the-meter resources as well) that create downward pressure on electricity prices as the reduction in demand leads to a lower price point on the supply curve. While the value may not be large in terms of a $/kWh rate, because it applies to all energy being transacted at that lower price the aggregate impact can be meaningful.

We believe that further evaluation and inclusion of value streams into the cost benefit analysis will be important for the long-term sustainability of the program. Similarly, setting the appropriate upfront and ongoing performance payments is dependent on the value being derived from the program. This is an iterative process as the cost-benefit analysis is refined and would likely result in changes to the proposed upfront and performance payment levels proposed by both ENO and TNO/AAE. That process has started with the initial proposals and the subsequent cost-benefit analyses provided by both parties and it should continue towards a final cost-benefit analysis and payment levels that are appropriate.

---

[1] 2024 Utah Energy Efficiency and Peak Reduction Annual Report, issued May 27, 2025, Rocky Mountain Power, pg. 20. Report available at: https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/environment/dsm/utah/UT_Energy_Efficiency_and_Peak_Reduction_Report_2024.pdf.

[2] Connecticut Energy Storage Solutions - Final Evaluation Report 2022-2024 Program Cycle, pg. 57, available at: https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/e4d7e4d486a5de2785258b3f006843af/$FILE/Attachment%201.pdf.

Use of SERI Credits & Funding Source

PosiGen supports TNO/AAE's posture regarding The Council's discretion, and not ENO's, to utilize the SERI credits to fund this program. The Advisors note that The Council should rely on "the long-standing practice of the Council to presuppose that refunds like the SERI Credits should directly benefit the ratepayers by keeping rates and bills as low as possible, especially in times when everything seems to coincide to increase both."[3] We argue that the deployment of a substantial DER program in New Orleans would provide direct benefit to ratepayers. Studies show that both participants and non-participants benefit from the addition of DERs on the grid in terms of reduced energy bills and added resilience which, if incentived correctly through a program such as the one proposed by TNO/AAE, curb rate spikes during times of high energy demand or outages. At a time when utilities are seeking to increase the resiliency and reliability of their electricity grids, while minimizing ratepayer impact, the establishment of a DER program would be directly in line with utilization of the SERI funds as described by The Advisors.

The use of SERI credits was used by the Council in the notice of the Docket and that is why that was the only funding source identified by parties. If there are other avenues in which the Council would like to take in funding this program we would support those alternatives because we ultimately want a successful DER program regardless of the funding source. We urge the Council to evaluate and offer other alternative funding sources for the establishment of a permanent DER program.

Federal Incentives

The passage of H.R. 1 has radically reshaped the federal energy policy. Despite significant changes to long-standing policies for technologies including wind and solar, the bill extended the 30% tax credit for energy storage facilities through 2034. This demonstrates that energy storage is a critical part of our energy future as we address rising electricity demand, potential capacity shortfalls, and continue to reduce system peaks to provide savings for all ratepayers. With this federal certainty for the foreseeable future on energy storage, now is the time to ensure that New Orleans develops programs that ensure that the deployment of energy storage is done in a way that provides benefits beyond host-customer resilience.

Vendor Neutrality

We agree with the Advisor's recommendation that the DER program be vendor neutral to promote program participation and an objective approval process for third-party vendors who are seeking to participate in the program. However, establishing another pilot program would not provide adequate market signals or incentives to potential battery manufacturers or installers. As such, in order to have diversified vendor participation in the program, the Council must move forward with an expanded and adequately incentivized DER program.

[3] Advisor's Report to The City Council of New Orleans, pg. 7- dated 7/16/25

Before
The Council of the City of New Orleans

Re: Advisors' Report on VPP

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I do hereby certify that I have, this August 8, 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

_____

Ruthie DeWit
PosiGen, PBC

Aug 11, 2025

Via Electronic Mail

Aisha Collier
Assistant Clerk of Council
Room 1E09, City Hall
1300 Perdido St
New Orleans, LA 70112

Re: **Advisors' Report on VPP** (Docket No. **UD-24-02**)

Dear Ms. Collier,

Together New Orleans respectfully submits the attached filing in docket **UD-24-02** pertaining to the City's **Distributed Energy Resource Program**.

Please do not hesitate to reach out with any questions related to this filing.

Sincerely,

Nathalie Jordi
Together New Orleans

TNO’s Responses to ENO’s Consolidated Billing RFI:

Question 1.1: List all states in which you or your Affiliates have community solar operations or have had such operations in the last five years, and describe with specificity the locations within the state that you or your Affiliates have operated, including utility interconnections.

None.

Question 1.2: For each state in which you or your Affiliates have or have had operations in the last five years, describe the applicable billing process for subscription fees (e.g., dual-billing, consolidated billing, other billing process).

N/A

Question 1.3: For each state in which you or your Affiliates have or have had operations in the last five years, identify the laws or regulations governing the applicable billing process for subscription fees and the collection process in case of untimely payment.

N/A

Question 1.4: For each state in which you or your Affiliates have or have had operations in the last five years, identify the laws or regulations governing interconnection and communication with the interconnected utility.

None. But interconnection is governed by state-level interconnection standards. Most jurisdictions follow IEEE standards with utility-specific processes and oversight by state commissions.

Question 1.5: Identify what community solar generating assets that you or your Affiliates own and/or operate, or have owned and/or operated in the last five years.

None.

Question 1.6: For each community solar generating asset that you or your Affiliates own and/or operate, or have owned and/or operated in the last five years, describe in detail the method of communicating solar generating asset operation data with the interconnected utility.

We do not operate any community solar generating assets, but understand that communications with utilities are typically automated and use industry-standard protocols like SCADA or APIs, depending on the utility’s system.

Question 1.7: Provide your and your Affiliates' annual revenues with regard to community solar generating assets for each of the last five years.

N/A

Question 1.8: Provide your and your Affiliates' annual cost with regard to community solar generating assets for billing processes for each of the last five years.

N/A

Question 1.9: Describe any disputes regarding your and your Affiliates' community solar operations filed with a state regulator.

None.

Question 1.10: Identify any penalties or fines ordered against you and your Affiliates by a state regulator.

None.

Question 1.11: Please explain, in detail, how, if at all, the provisions of the One Big Beautiful Bill, including but not limited to provisions regarding clean energy tax credits, the accelerated phase-out of tax credits, and restrictions on component sourcing, may impact a time-table and the ability of you or your Affiliates to implement a community solar program in New Orleans.

The federal Inflation Reduction Act ("One Big Beautiful Bill") maintains some clean energy incentives but imposes phase-outs and sourcing requirements that add urgency to near-term implementation.

Question 1.12: Please identify and explain alternatives to utility consolidated billing that can achieve similar benefits.

There is no true substitute for utility consolidated billing. Alternatives such as dual billing or third-party consolidated billing are more complex, impose higher customer acquisition and servicing costs, and tend to depress participation, especially among low- and moderate-income subscribers.

Question 1.13: With a consolidated billing program, how do you propose to address nonpayment or partial payment by a subscribing customer?

Delays or non-payments are reduced with consolidated billing. Utilities can apply existing collections protocols and set clear rules for partial payments.

Question 1.14: Do you propose that the Council limit the return that Subscriber Organizations (and Affiliates) earn on their community solar generation investments? If so, please identify and explain the limitations. If not, please explain why.

We do not support Council-imposed limits on returns. Standard business risks, competitive markets, and transparency offer sufficient checks.

Question 1.15: Please provide the estimated costs for a Subscriber Organization (and Affiliates) to conduct its own billing to program participants in a dual-billing model in New Orleans.

Billing costs for Subscriber Organizations vary widely based on business model, technology choices, and project scale. Having each subscriber organization mount its own billing operation is an inefficient way to run a citywide program.

Question 1.16: Please provide any analyses or estimates in your possession concerning the costs for ENO to implement consolidated billing for the community solar program in New Orleans.

We do not possess proprietary estimates for ENO's internal costs, but public estimates from states like New York and Minnesota show that utility consolidated billing is cost-effective compared to duplicative third-party billing systems.

Question 1.17: Please provide any analyses or estimates in your possession concerning the bill impacts to ENO's customers resulting from ENO's implementing consolidated billing for the community solar program in New Orleans.

We do not possess this proprietary information, and without knowing how much the implementation of consolidated billing will cost, it's impossible to tell. But under net crediting, utilities recover administrative costs relating to billing and benefit from avoided procurement. Further, net crediting reduces program attrition and bad debt, lowering systemic cost exposure.

Question 1.18: Please identify your expected annual revenues and expenses resulting from your participation in a community solar program in New Orleans.

We respectfully decline to provide the requested financial data. The requested data is competitively sensitive and proprietary.

Question 1.19: Please produce copies of any investment proposals or business plans that you have prepared in connection with your planned participation in a community solar program in New Orleans.

We respectfully decline to provide the requested financial data. The requested data is competitively sensitive and proprietary.

Question 1.20: What protections should the Council provide ENO (and its customers) to address any losses or damage to its existing systems that result from implementation or attempted implementation of a consolidated billing program?

Reasonable indemnification clauses and utility input into billing design can mitigate risks to utility systems. These are standard in other markets.

Question 1.21: What protections should the Council provide to ensure that utility consolidated billing does not increase delayed or partial payments by subscribing customers?

Delays or non-payments are reduced with consolidated billing. Utilities can apply existing collections protocols and set clear rules for partial payments.

Question 1.22: What protections should the Council provide to protect ENO (and its customers) from claims against it by Subscriber Organizations (and Affiliates)?

Dispute resolution procedures and standardized contracts can insulate ENO from undue risk while ensuring fair treatment of Subscriber Organizations.

Question 1.23: What protections should the Council provide to keep ENO customer data secure under a consolidated billing program?

Data security can be addressed through nondisclosure agreements and cybersecurity standards, following best practices from utilities nationwide.

Question 1.24: If you contend that non-participating customers should bear any costs of a community solar program (including for consolidated billing), please explain the basis or rationale for your contention, and state how much non-participating customers should pay.

Community solar delivers broad public benefits, expanding access to clean energy, supporting grid resilience, and advancing equity by including renters and low-income households who are otherwise excluded from renewable options. These outcomes serve the public interest and align with Council policy goals.

Utility cost structures are, by necessity, shared. All customers routinely support system costs for infrastructure, programs, and services from which they may not individually benefit to the same extent, such as electric vehicle infrastructure, energy efficiency programs, demand response pilots, or transmission upgrades driven by regional reliability needs. The electric utility is a shared platform, and cost distribution is not, and cannot be, perfectly individualized. This is a feature of a modern, integrated utility system, not an exception.

Community solar's system-wide benefits, such as reduced peak load, deferred capacity investment, avoided procurement of marginal energy, and potential locational benefits on the distribution grid, accrue broadly. In that light, modest administrative costs, if any, borne by the wider customer base are not categorically unfair, particularly when weighed against the program's role in creating a more inclusive and sustainable energy system.

We do not propose a specific amount that non-participating customers should pay. That determination belongs in a broader policy discussion that weighs costs against system-wide and societal benefits.

Question 1.25: Do you support a competitive procurement process among Subscriber Organizations (and Affiliates) seeking to participate in the community solar program. If not, please explain why.

Competitive procurement is not appropriate for subscriber-driven community solar. Open enrollment supports innovation and access.

Question 1.26: Concerning your March 26, 2024 comments in this docket, please identify the states that have adopted the net crediting model of utility-consolidated billing.

According to NREL's data set, states with utility-consolidated billing either implemented or mandated include Alaska, Colorado, Illinois, Maryland, Minnesota, New Jersey, New York, Oregon, Virginia. States having implemented or that are working on implementing the net crediting model are New York, New Jersey, Maryland and Minnesota.

Question 1.27: Concerning your March 26, 2024 comments in this docket, please identify and quantify the "billing and collection costs that Subscription Organizations (and Affiliates) would incur in the absence of utility consolidated billing."

Billing costs for Subscriber Organizations vary widely based on business model, technology choices, and project scale. Having each subscriber organization mount its own billing operation is an inefficient way to run a citywide program.

Question 1.28: Concerning your March 26, 2024 comments in this docket, please share all documents in your possession that estimate the costs of executing the billing.

See answer to 1-27.

Question 1.29: Concerning your March 26, 2024 comments in this docket, please identify all successful community solar programs that have implemented net crediting.

See 1-26.

Question 1.30: Please explain your September 13, 2024 comments in this docket that "net crediting is an essential linchpin to this program."

Net crediting simplifies the customer experience and removes barriers that disproportionately affect low-income residents. Under dual billing, customers must navigate two separate bills—one from the utility and one from the subscriber organization—making it difficult to determine whether they are receiving a benefit. Net crediting consolidates these into a single utility bill, where solar credits appear directly and automatically reduce the customer's electric bill.

This clarity and ease of participation are especially critical for low-income households, many of whom may be unbanked or enrolled in assistance programs like LIHEAP. Net crediting ensures that savings are guaranteed and visible, making participation possible for residents who could not otherwise take on the financial and administrative risk of dual billing. It also helps subscriber organizations reduce risk, enabling more financing for LMI-targeted projects.

In short, we believe net crediting is a prerequisite for accessibility, transparency, and scalability of the program—not just a billing preference, but a structural requirement for success.

Before
The Council of the City of New Orleans

Re: Advisors' Report on VPP

(Docket No. UD-24-02)

CERTIFICATE OF SERVICE

I do hereby certify that I have, this Aug 11, 2025, served the foregoing correspondence upon all other known parties of this proceeding by electronic mail.

Nathalie Jordi
Together New Orleans

Outlook

FW: Emailing: Permit 25-22728-DEMO (DEMO-RMF) Documents

From Clerk of Council <clerkofcouncil@nola.gov>
Date Thu 8/7/2025 3:31 PM
To Denise Mills <dmills@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Naomi R. Mark <nrmark@nola.gov>; Cecil C. Hartzog <cchartzog@nola.gov>

1 attachment (11 MB)
Permit 25-22728-DEMO (DEMO-RMF) Documents.zip;

-----Original Message-----
From: Bryce L Solomon <Bryce.Solomon@nola.gov>
Sent: Thursday, August 7, 2025 11:18 AM
To: Clerk of Council <clerkofcouncil@nola.gov>; Denise M. Russ <dmruss@nola.gov>
Cc: Adam J. Swensek <adam.swensek@nola.gov>; Anita B. Curran <abcurran@nola.gov>; Hannah E Rowe <Hannah.Rowe@nola.gov>; Aisha R. Collier <arcollier@nola.gov>; Cynthia Davis <ccross@nola.gov>
Subject: Emailing: Permit 25-22728-DEMO (DEMO-RMF) Documents

The Department of Safety and Permits has received all the required documents which are submitted in the attached zip file. Therefore, I'm requesting that this property be placed on the next available City Council's Agenda.
Also, please email me an electronic copy of City Council Electronic Signed Motion.

If you have any additional questions, please feel free to contact me.

Your message is ready to be sent with the following file or link attachments:

Permit 25-22728-DEMO (DEMO-RMF) Documents

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

Property Address: 2105 THIRD ST NEW ORLEANS, LA Apt./Ste. Number: _____

Type of Building:
- (•) Residential (Single Family)
- ( ) Residential (Two Family)
- ( ) Residential (Half of Party Wall Double)
- ( ) Residential (Accessory Use)
- ( ) Commercial (Multi-Family)
- ( ) Commercial (Business Use)
- ( ) Commercial (Mixed Use)
- ( ) Commercial (Accessory Use)

APPLICANT INFORMATION

Applicant Identity: Mark all that apply
- [ ] Owner
- [ ] Other
- [ ] Lessee
- [x] Contractor
- [ ] Architect
- [ ] Engineer

Name NADIA GAINER

Address 113 KASEY ST City SLIDELL State LA Zip 70458

Phone 504-509-1492 Email NADIAMONEA27@GMAIL.COM

SCOPE OF WORK/PROPOSAL

Description of proposed work (Please include thorough details or provide attachments.)

Demolition of existing structure and maintaining lot until rebuild starts.

Will the exterior of the building be altered in any way?	(•) Yes ( ) No	Will a driveway be installed?	( ) Yes (•) No
Was this structure built before 1978? **If yes, Supp G "Lead Based Paint Removal Form" is required.**	( ) Yes (•) No	Will any portion of the sidewalk be repaired? **If yes, Supp L "Sidewalk Repair Form" is required.**	( ) Yes (•) No
Is the impervious surface area on the site where work will be performed > 5,000 sq ft?	( ) Yes (•) No		
Is the total area of the site where you will be working > 1 acre?	( ) Yes (•) No		
Will this project have a total square footage of more the 40,000sf?	( ) Yes (•) No	Will a dumpster be placed in the street? **If yes, Supp J "Dumpster/Construstion Zone Form" is required.**	( ) Yes (•) No
Will any electrical work be done under this scope of work?	( ) Yes (•) No		
Will any A/C or gas line work be done under this scope of work?	( ) Yes (•) No		
Will signage be affected (altered, added, changed)? **If yes, Supplement H "Sign Permit Application" is required.**	( ) Yes (•) No		
Is this application for a Federal Housing Unit?	( ) Yes (•) No		

Estimate cost/value of proposed work $ 12,500.00 ***Attach quote, contract, or other documentation of estimate.***

Area of existing structure _____ ft² Area affected _____ ft² New Area added _____ ft² Number of Floors _____

Foundation Type: (•) Slab ( ) Pier Sprinklers: ( ) Yes (•) No Building Condition: ( ) Good ( ) Average (•) N/A

Existing Use _____ Proposed Use _____

BUILDING INFORMATION

ICC Construction Type:
- ( ) Not Applicable
- ( ) Site Built
- ( ) Modular
- ( ) Manufactured

	Number of Existing Meters	Number of New Meters
Electrical Meters		
Gas Meters		

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

RESIDENTIAL BUILDING INFORMATION (Single Family and Two Family) NOT APPLICABLE ☑

Dwelling Area _____ ft² Garage Area _____ ft² Number of Bedrooms _____ Number of Bathrooms _____ Central A/C and Heat? ○ Yes ○ No

MULTIFAMILY AND COMMERCIAL BUILDING INFORMATION NOT APPLICABLE ☑

Total Number of Residential Units _____ Efficiency Units _____ 1 Bedroom _____ 2 Bedroom _____ 3+ Bedrooms _____

Number of Elevators _____ Number of A/C Units _____ Number of Boilers _____ Number of Escalators _____

OWNER INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address 2105 THIRD ST City New Orleans State La Zip 70113

Phone _____ Email _____

CONTRACTOR INFORMATION ☐ SAME AS APPLICANT

Name Earin Bridges Company Bridges Construction LLC

Address 7366 Townsend Pl City NEW ORLEANS State LA Zip 70126

Phone 504-442-111 Email bridgesconstruction1@gmail.com State Lic. # 74729 Exp. _____

ARCHITECT INFORMATION ☐ SAME AS APPLICANT

Name NA Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

ENGINEER INFORMATION ☐ SAME AS APPLICANT

Name NA Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

FEES

- Permit Fee: $60 + ($5 per $1000 of work to be performed)
- Plan review Fee: ($1 per $1000 of work to be performed)
- VCC/HDLC Surcharge: (50% of total fee, calculated using the above)

ACKNOWLEDGMENTS

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of New Orleans is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of New Orleans Municipal Code, the Comprehensive Zoning Ordinance, the International Construction Code or International Fire Code as adopted by the City of New Orleans. Fines and penalties for misrepresentation of material facts will be assessed in accordance with City of New Orleans ordinances and State of Louisiana Revised Statutes. I understand that any change in the scope or cost of the work must be reported to the Department of Safety and Permits and additional permits may be required.

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date 07/22/2025

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date
Tracking Number

DEMOLITION REQUEST APPLICATION — SUPPLEMENT A

APPLICANT INFORMATION

Property Address: 2105 THIRD ST. NEW ORLEANS, LA

Applicant Identity: ☐ Owner ☐ Lessee ☑ Contractor ☐ Architect
Mark all that apply ☐ Other

Applicant Name Nadia Gainer Applicant Contact Number 504-509-1492

Applicant Emal: nadiamonea27@gmail.com

Why do you wish to demolish the existing structure?

Building is abandoned and vacant

Cost of Demolition: $ 12,500.00

Yes ○ No ◉ Do you plan to rebuild on the site? If yes, what do you plan to build?

How long will the lot remain vacant? 1 year

Yes ○ No ◉ Is there a redevelopment plan for the lot?

Yes ○ No ○ Does the proposed structure meet zoning requirements? If you are uncertain, please check here. ☑

Yes ○ No ◉ Is this property in the Neighborhood Conservation District?

Yes ○ No ◉ Is this property in a Historical District?

Yes ○ No ◉ Is this property in the Vieux Carre (French Quarter)?

What is your plan for maintaining the lot in the period between demolition and redevelopment?

Monthly Maintanence

If lot is to be left vacant, what type of fence is proposed? NA

What is your plan for keeping lot free of trash and weeds? Monthly Maintenance

(If additional space is needed, please attach additional sheets.)

REQUIRED ATTACHMENTS (FOR DEMOLITION REQUESTS THAT REQUIRE A NEIGHBORHOOD CONSERVATION DISTRICT COMMITTEE HEARING ONLY)

Not Applicable ☑

- Completed permit application checklist, including a building permit application, valuation of work, and the number of residential units to be demolished
- Four color photographs of the structure to be demolished (front, rear, left, and right sides) labeled with the municipal address of the property and the view shown.
- Copy of Sanborn Map, with subject property indicated.
- Recorded Act of Sale (if the property has recently changed ownership).
- Damage Assessment from the Department of Safety and Permits.
- Future plans (if available) including site plans and exterior elevations.
- Completed Demolition Request—Letter of Intent form

Additional Requirements

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature Date 07/22/2025

Bridges Construction LLC

7366 Townsend Place
New Orleans, La 70126
bridgesconstruction1@gmail.com

JOB ESTIMATE

Date:Friday, July 25, 2025

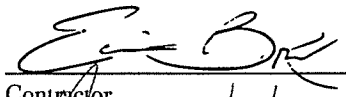
Attention: Melvina Robinson
Email: vuper123@gmail.com
Phone: 504-251-6009

Location: 2105 Third St.
New Orleans, La

SCOPE OF WORK

DEMOLITION PERMIT	TOTAL COST
Apply for and secure the demolition permit for the property listed above.	
Building Demolition Demolition of existing building located 2105 Third st. Hauling off all demolition debris. **Concrete Removal** Removing existing slab and hauling concrete off site. **Finishing Touch** Delivering 2 loads of sand and grading lot for completion.	
TOTAL COST	**$12,500.00**
PAID	
BALANCE DUE	

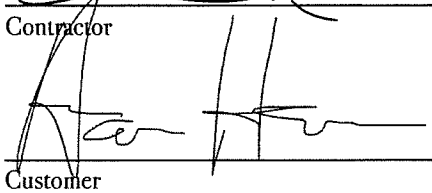
On behalf of Bridges Construction Llc. I am pleased to complete the work needed for the above project in strict conformity. We have concluded with an estimate of $12,500.00 . Work shall commence on TBD and be completed on TBD subject to changes in the plan approved by the owner and events and conditions beyond our control. Upon starting the project, we would collect 1/2 of the total cost and the other 1/2 upon completion. We would like to thank you in advance for the opportunity of submitting our quote for the above project. Any deviation or alteration from the above specifications that involves extra costs will be completed only upon executing a written change order, and will require extra charges and time to complete, above and beyond this estimate. Bridges Construction LLC is a fully **Insured Company**. *Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as described above.*



Contractor

07/25/2025

DATE



Customer

07/25/2025

DATE

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Application Date: 7/27/2025
Permit Number: 25-22728-DEMO

DEMOLITION REQUIREMENTS

Property Address: **2105-2107 Third St**

Council District: **B**

Applicant Identity: **No** Owner | **No** Lessee | **No** Contractor | **No** Architect | **No** Engineer
Other identity:

Applicant Name **Collins-Gainer Nadia** Applicant Contact Number **(504) 482-6104**

Applicant Email: petesdisposal@yahoo.com

Applicant Address:: 11200 Almonaster, **New Orleans, LA 70129**

Owner Name: **Melvina A Robertson aka Melvina A Robinson** Approximate Time Owned: **10**

Reason for Demolition: **CITY REQUIRED**

Number of Residential Units to be Demolished (if applicable):

Cost of Demolition: **$12,500.00**

Redevelopment Plan for Lot: **Yes**

If redevelopment is planned, estimated time to complete:

Proposed use:

If no immediate redevelopment is planned, estimated time to remain vacant:

Proposed redevelopment meets zoning requirements:

Property is in a National Register Historic District: **Yes**

Property is in a Historic District and Landmarks Commission District: **No**

Property is in the Vieux Carré: **No**

Plan for maintaining lot: **MONTHLY**

If lot is to be vacant, type of fence:

Plan for keeping lot free of trash and weeds:

REQUIRED ATTACHMENTS

- ☐ Application fee for properties requiring City Council approval paid
- ☐ Signed demolition permit application
- ☐ Signed building permit application
- ☐ If applicant is not owner, proof of authorization for an agent to sign on behalf of the owner
- ☐ Four color photos labeled as follows, providing a full view of:

- Front of structure to be demolished (with the municipal address listed on the photo)
- Left of the structure to be demolished (with the municipal address listed on the photo)
- Rear of structure to be demolished (with the municipal address listed on the photo)
- Right of structure to be demolished (with the municipal address listed on the photo)

☐ Copy of the Assessor's Aerial Map, with the subject property indicated

☐

☐ If re-development is planned, redevelopment site and exterior elevation plan (can be hand drawn)

☐ Cost estimate from a licensed contractor

☐ A photo indicating the posting of notice for the demolition application on or near the property

☐ A photo of the notice itself, indicating:

- The municipal address on the property to demolished
- Contact information for the district City Council office

☐ If City-initiated, a copy of the notice the City mailed to the owner providing that the City intends to request demolition of their property


Front 2105 Third St


Left side 2105 Third St


Rear 2105 Third St


NOTICE OF
DEMOLITION
FOR PROPERTY
AT 2105 THIRD ST
District A
Joseph I. Giarrusso III
Joseph.Giarrusso@nola.gov
Phone: (504) 658-1010
Fax: (504) 658-1016
City Hall, Room 2W80
1300 Perdido Street
New Orleans, LA 70112
906


907

Outlook

FW: Emailing: Permit 25-23081-DEMO (DEMO-RSFD) Documents

From Aisha R. Collier <arcollier@nola.gov>
Date Fri 8/8/2025 9:54 AM
To Denise Mills <dmills@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Naomi R. Mark <nrmark@nola.gov>; Cecil C. Hartzog <cchartzog@nola.gov>

1 attachment (8 MB)
Permit 25-23081-DEMO (DEMO-RSFD) Documents.zip;

-----Original Message-----
From: Cynthia Davis <ccross@nola.gov>
Sent: Friday, August 8, 2025 9:19 AM
To: Clerk of Council <clerkofcouncil@nola.gov>
Cc: Adam J. Swensek <adam.swensek@nola.gov>; Anita B. Curran <abcurran@nola.gov>; Permit Info <permitinfo@nola.gov>; Hannah E Rowe <Hannah.Rowe@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Aisha R. Collier <arcollier@nola.gov>
Subject: Emailing: Permit 25-23081-DEMO (DEMO-RSFD) Documents

The Department of Safety and Permits has received all the required documents which are submitted in the attached zip file. Therefore, I'm asking that this property be placed on the next available City Council's agenda. Also, email me a copy of the City Council electronic signed Motion. If you have any questions, feel free to contact me.

Your message is ready to be sent with the following file or link attachments:

Permit 25-23081-DEMO (DEMO-RSFD) Documents

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

Property Address: 2626 N Roman St New Orleans, La 70117 Apt./Ste. Number: _____

Type of Building:
- (●) Residential (Single Family)
- ( ) Residential (Two Family)
- ( ) Residential (Half of Party Wall Double)
- ( ) Residential (Accessory Use)
- ( ) Commercial (Multi-Family)
- ( ) Commercial (Business Use)
- ( ) Commercial (Mixed Use)
- ( ) Commercial (Accessory Use)

APPLICANT INFORMATION

Applicant Identity: Mark all that apply
( ) Owner ( ) Lessee (●) Contractor ( ) Architect ( ) Engineer ( ) Other

Name Crescent Foundations, LLC

Address 101 W 27th St City Kenner State La Zip 70062

Phone 504-818-2945 Email admin@crescentfoundations.com

SCOPE OF WORK/PROPOSAL

Description of proposed work (Please include thorough details or provide attachments.)

Demolition

Will the exterior of the building be altered in any way?	(●)Yes ( )No	Will a driveway be installed?	( )Yes ( )No
Was this structure built before 1978? **If yes, Supp G "Lead Based Paint Removal Form" is required.**	( )Yes ( )No	Will any portion of the sidewalk be repaired? **If yes, Supp L "Sidewalk Repair Form" is required.**	( )Yes ( )No
Is the impervious surface area on the site where work will be performed > 5,000 sq ft?	( )Yes ( )No		
Is the total area of the site where you will be working > 1 acre?	( )Yes (●)No		
Will this project have a total square footage of more the 40,000sf?	( )Yes (●)No	Will a dumpster be placed in the street? **If yes, Supp J "Dumpster/Construction Zone Form" is required.**	( )Yes ( )No
Will any electrical work be done under this scope of work?	( )Yes ( )No		
Will any A/C or gas line work be done under this scope of work?	( )Yes ( )No		
Will signage be affected (altered, added, changed)? **If yes, Supplement H "Sign Permit Application" is required.**	( )Yes ( )No		
Is this application for a Federal Housing Unit?	( )Yes (●)No		

Estimate cost/value of proposed work $ 7,861.00 **Attach quote, contract, or other documentation of estimate.*

Area of existing structure 1,108 ft² Area affected _____ ft² New Area added _____ ft² Number of Floors 1

Foundation Type: ( ) Slab ( ) Pier Sprinklers: ( ) Yes ( ) No Building Condition: ( ) Good ( ) Average ( ) N/A

Existing Use Residence Proposed Use Residence

BUILDING INFORMATION

ICC Construction Type:
- ( ) Not Applicable
- ( ) Site Built
- ( ) Modular
- ( ) Manufactured

	Number of Existing Meters	Number of New Meters
Electrical Meters		
Gas Meters		

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

RESIDENTIAL BUILDING INFORMATION (Single Family and Two Family) NOT APPLICABLE ☐

Dwelling Area _____ ft² Garage Area _____ ft² Number of Bedrooms _____ Number of Bathrooms _____ Central A/C and Heat? ○ Yes ○ No

MULTIFAMILY AND COMMERCIAL BUILDING INFORMATION NOT APPLICABLE ☐

Total Number of Residential Units _____ Efficiency Units _____ 1 Bedroom _____ 2 Bedroom _____ 3+ Bedrooms _____

Number of Elevators _____ Number of A/C Units _____ Number of Boilers _____ Number of Escalators _____

OWNER INFORMATION ☐ SAME AS APPLICANT

Name Eugene Butler Sr Company _____

Address 2626 N Roman St City New Orleans State La Zip 70117

Phone 504-452-8876 Email nola1000gsx@aol.com

CONTRACTOR INFORMATION ☑ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ State Lic. # _____ Exp. _____

ARCHITECT INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

ENGINEER INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

FEES

- Permit Fee: $60 + ($5 per $1000 of work to be performed)
- Plan review Fee: ($1 per $1000 of work to be performed)
- VCC/HDLC Surcharge: (50% of total fee, calculated using the above)

ACKNOWLEDGMENTS

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of New Orleans is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of New Orleans Municipal Code, the Comprehensive Zoning Ordinance, the International Construction Code or International Fire Code as adopted by the City of New Orleans. Fines and penalties for misrepresentation of material facts will be assessed in accordance with City of New Orleans ordinances and State of Louisiana Revised Statutes. I understand that any change in the scope or cost of the work must be reported to the Department of Safety and Permits and additional permits may be required.

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date 7-31-25

911

CITY OF NEW ORLEANS ONE STOP PERMITS & LICENSES

Construction/Development Related Permit

Date _____

Tracking Number _____

DEMOLITION REQUEST APPLICATION — SUPPLEMENT A

APPLICANT INFORMATION

Property Address: 2626 N Roman St New Orleans, La 70117

Applicant Identity: ○ Owner ○ Lessee ○ Contractor ○ Architect
Mark all that apply ◉ Other Demolition

Applicant Name Crescent Foundations, LLC Applicant Contact Number 504-818-2945

Applicant Emal: admin@crescentfoundations.com

Why do you wish to demolish the existing structure?

New Build

Cost of Demolition: $ 7,861.00

Yes ○ No ○ Do you plan to rebuild on the site? If yes, what do you plan to build? _____

How long will the lot remain vacant? _____

Yes ◉ No ○ Is there a redevelopment plan for the lot?

Yes ◉ No ○ Does the proposed structure meet zoning requirements? If you are uncertain, please check here. ☐

Yes ○ No ◉ Is this property in the Neighborhood Conservation District?

Yes ○ No ◉ Is this property in a Historical District?

Yes ○ No ◉ Is this property in the Vieux Carre (French Quarter)?

What is your plan for maintaining the lot in the period between demolition and redevelopment?

Cut Grass

If lot is to be left vacant, what type of fence is proposed? N/A

What is your plan for keeping lot free of trash and weeds? Maintain Lot

(If additional space is needed, please attach additional sheets.)

REQUIRED ATTACHMENTS (FOR DEMOLITION REQUESTS THAT REQUIRE A NEIGHBORHOOD CONSERVATION DISTRICT COMMITTEE HEARING ONLY)

Not Applicable ☐

- Completed permit application checklist, including a building permit application, valuation of work, and the number of residential units to be demolished
- Four color photographs of the structure to be demolished (front, rear, left, and right sides) labeled with the municipal address of the property and the view shown.
- Copy of Sanborn Map, with subject property indicated.
- Recorded Act of Sale (if the property has recently changed ownership).
- Damage Assessment from the Department of Safety and Permits.
- Future plans (if available) including site plans and exterior elevations.
- Completed Demolition Request—Letter of Intent form

Additional Requirements _____

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date 7-31-25

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Application Date: 7/31/2025
Permit Number: 25-23081-DEMO

DEMOLITION REQUIREMENTS

Property Address: **2626 N Roman St**

Council District: **D**

Applicant Identity: **No** Owner | **No** Lessee | **Yes** Contractor | **No** Architect | **No** Engineer
Other identity:

Applicant Name **Crescent Foundations**

Applicant Contact Number **(504) 818-2945**

Applicant Email: admin@crescentfoundations.com

Applicant Address:: 101 W. 27th Street, **Kenner, LA 70062**

Owner Name: **Butler Eugene M SR**

Approximate Time Owned: **28 years**

Reason for Demolition: **New Build**

Number of Residential Units to be Demolished (if applicable):

Cost of Demolition: **$7,861.00**

Redevelopment Plan for Lot: **Yes**

If redevelopment is planned, estimated time to complete:

Proposed use: **New Residence**

If no immediate redevelopment is planned, estimated time to remain vacant:

Proposed redevelopment meets zoning requirements:

Property is in a National Register Historic District: **No**

Property is in a Historic District and Landmarks Commission District: **No**

Property is in the Vieux Carré: **No**

Plan for maintaining lot: **Cut Gras**

If lot is to be vacant, type of fence:

Plan for keeping lot free of trash and weeds:

REQUIRED ATTACHMENTS

- ☐ Application fee for properties requiring City Council approval paid
- ☐ Signed demolition permit application
- ☐ Signed building permit application
- ☐ If applicant is not owner, proof of authorization for an agent to sign on behalf of the owner
- ☐ Four color photos labeled as follows, providing a full view of:

- Front of structure to be demolished (with the municipal address listed on the photo)
- Left of the structure to be demolished (with the municipal address listed on the photo)
- Rear of structure to be demolished (with the municipal address listed on the photo)
- Right of structure to be demolished (with the municipal address listed on the photo)

☐ Copy of the Assessor's Aerial Map, with the subject property indicated

☐

☐ If re-development is planned, redevelopment site and exterior elevation plan (can be hand drawn)

☐ Cost estimate from a licensed contractor

☐ A photo indicating the posting of notice for the demolition application on or near the property

☐ A photo of the notice itself, indicating:

- The municipal address on the property to demolished
- Contact information for the district City Council office

☐ If City-initiated, a copy of the notice the City mailed to the owner providing that the City intends to request demolition of their property

City of New Orleans

RECEIPT

City of New Orleans
Mayors Office
1300 Perdido St.
New Orleans, LA 70112

Receipt Number:	25-30726
Associated Location:	2626 N Roman St
Payment Date:	8/6/2025
Payment Amount:	$250.00
Payment Method:	Credit Card #4110852406
Payer Name:	Crescent Foundations
Payer Address:	101 W. 27th Street, Kenner, LA 70062
Cashier Name:	City of New Orleans One Stop Shop

Permit #25-23081-DEMO,

Type	Description	Revenue code	Amount
Permit 25-23081-DEMO (DEMO-RSFD)	Permit - Council Demolition - Residential	00126026061910	$250.00

(A 2.99% convenience is applied to online Credit Card Transactions.)	Total Amount	$250.00
Total Amount Paid		**$250.00**

This is a receipt. This is NOT a permit.

Erroll G. Williams, Assessor
Orleans Parish Assessor's Office
P.O. BOX 53406
NEW ORLEANS, LA 70153-3406
504-754-8811 AT CITY HALL
504-368-7642 AT ALGIERS COURTHOUSE

July 7, 2023

082526

30305

BUTLER EUGENE M SR
2626 N ROMAN ST
NEW ORLEANS LA 70117-7024

Tax Bill No: 39W407611
RE: 2626 N ROMAN ST

NOTICE OF ASSESSMENT FOR 2024

RESIDENTIAL	CURRENT YEAR 2024	PREVIOUS YEAR 2023	CHANGE
LAND VALUE:	9,100	5,300	3,800
BUILDING(S) VALUE:	47,600	2,000	45,600
TOTAL FAIR MARKET VALUE:	56,700	7,300	49,400
TOTAL ASSESSED VALUE:	5,670	730	4,940
HOMESTEAD EXEMPTION:	0	0	0
TAXABLE ASSESSMENT:	5,670	730	4,940
PERSONAL PROPERTY:			

THIS IS NOT A TAX BILL; FOR INFORMATIONAL PURPOSES ONLY.

State law requires all property be revalued at least once every four years to reflect its estimated fair market value.

Even if your assessment was changed in the past four years, this revaluation notice is still required by the Louisiana Tax Commission.

All land is assessed at 10% of fair market value unless exempted by state law.

All residential structures are assessed at 10% of fair market value. All commercial structures and business personal property are assessed at 15% of fair market value.

If you agree with this assessment you may keep it for your records; no further action is required. If you have any questions about your notice of assessment, please contact our office at (504) 754-8811 or visit www.nolaassessor.com.

If you disagree with this assessment please see instructions below.

Thank you for giving my office the opportunity to serve you.

Erroll G. Williams
Assessor, Orleans Parish

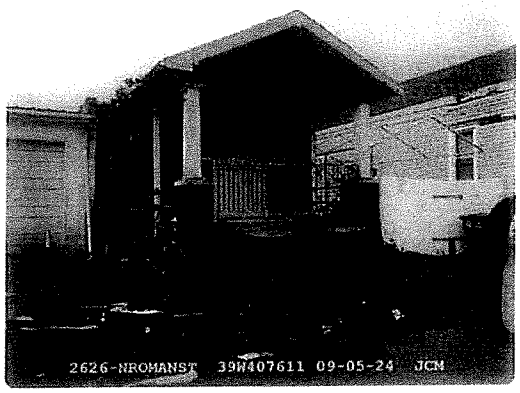
***IF YOU DISAGREE WITH YOUR ASSESSMENT**: The assessment rolls are open from July 17, 2023 through August 15, 2023. See reverse side for more information.*

Please turn page ⇨

Orleans Parish, LA

Summary

Parcel ID	2626-NROMANST
Tax Bill Number	39W407611
Municipal District	3
Location Address	2626 N ROMAN ST
Property Class	R - RESIDENTIAL
Special Tax District	
Subdivision Name	NEW MARIGNY 9TH WARD
Zoning District	Show Viewer (41062066)
Land Area (sq ft)	3045
Building Area (sq ft)	720
Revised Bldg Area (sq ft)	0
Square	782
Book	04
Lot/Folio	S/069
Line	012
Legal Description	1. SQ 782 LOT S N ROMAN 29X105 2. W/FR SGLE 5/RMS S/R
Assessment Area	NEW MARIGNY NORTH Show Assessment Area Map
Parcel Map	Show Parcel Map



Owners

BUTLER EUGENE M SR
2626 N ROMAN ST
NEW ORLEANS LA 70117

Notices

2024 Assessment Notice (PDF)

Quick Links

Estimate Taxes | Tax Information | Historical Property Tax Bills

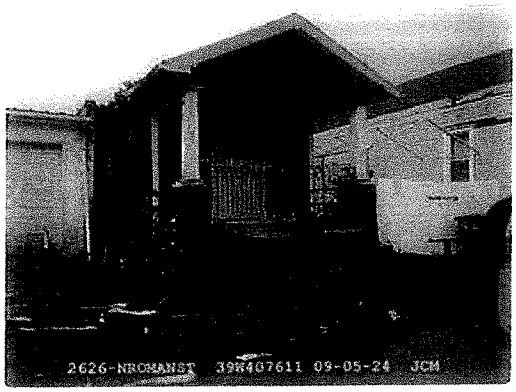
Valuation

		2026 Uncertified	2025 Certified	2024 Certified
	Land Value	$9,100	$9,100	$9,100
+	Building Value	$47,600	$47,600	$47,600
=	Total Value	$56,700	$56,700	$56,700
	Assessed Land Value	$910	$910	$910
+	Assessed Building Value	$4,760	$4,760	$4,760
=	Total Assessed Value	$5,670	$5,670	$5,670
-	Total Exemption Value	$0	$0	$0
=	Taxable Assessment	$5,670	$5,670	$5,670
	Special Assessment Treatment			
	Age Freeze			
	Disability Freeze			
	Assessment Change			
	Tax Contract			

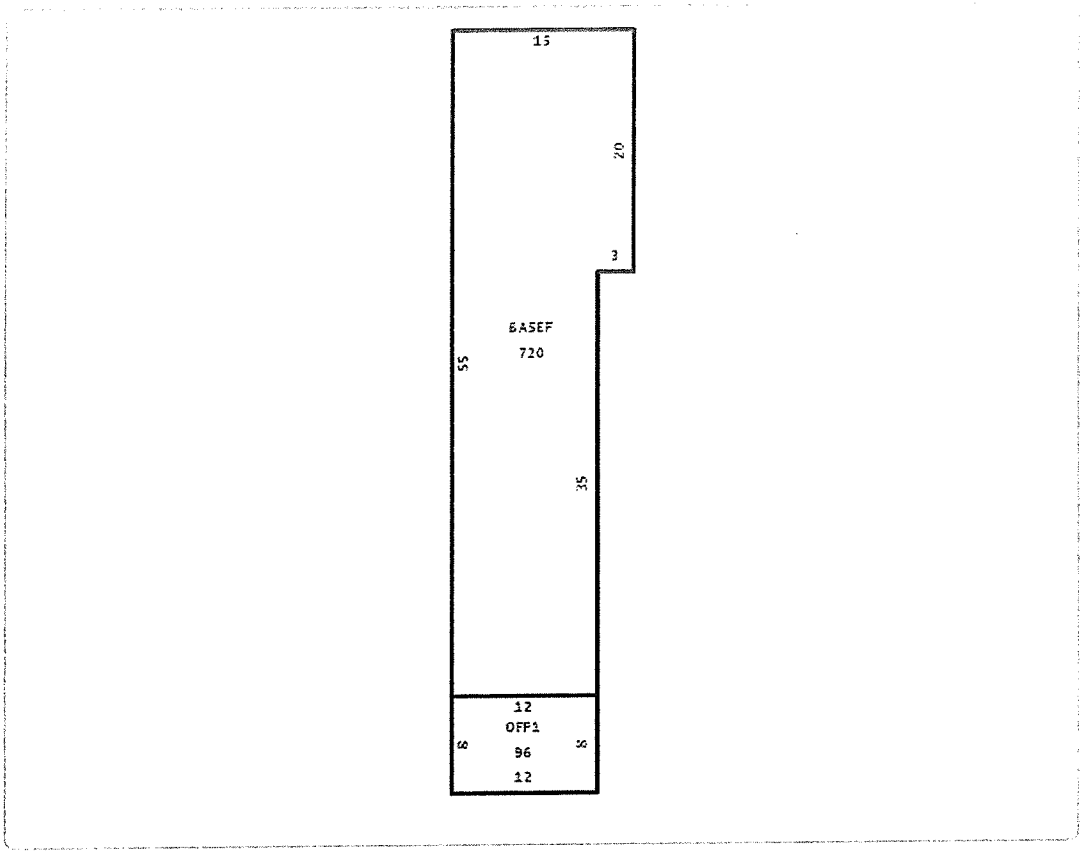
Sales

Sale/Transfer Date	Price	Grantor	Grantee	Notarial Archive Number	Instrument Number
6/9/1997	$17,000		BUTLER EUGENE M SR	97-27873	000141400
7/14/1992	$0			11191992	000055116

Photos



Sketches



No data available for the following modules: Exemptions, , Change Orders.

The Orleans Parish Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 7/30/2025, 5:24:08 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

Bid Proposal

Date	Bid Porposal #
7/21/2025	15804

Contractor Name / Address	JOB ADDRESS
Eugene M Butler Sr	2626 N ROMAN STREET NEW ORLEANS LA

DEMOLITION & TREE REMOVAL SERVICES

PO Number

Description	Total
Demolish 1,108 sq ft House @ $4.50/sq ft and 540 sq ft Flat work @ $3.50/sq ft. Remove all debris, load and haul debris to landfill. (24 yards of sand included)	6,876.00
SEWER CAP FEE	850.00
Demo Permit Filing Fee (New Orleans Portal)	135.00
Total	$7,861.00

Payment Terms & Exclusions:

-Price honorable for 30 days
-Payment is Due Upon Completion
-25% Fee charged for collections sent to attorney
-Demo permit, utilities disconnect, fire suppression deactivation & sewer cap fee by others.
-CFLLC retains salvage rights on all materials on property as of demo contract signing.
-CFLLC is NOT responsible for Tree Permits.

For Commercial Demolition - See Addendum Page 2

EACH CUSTOMER MUST SIGN AND RETURN
THIS AGREEMENT BEFORE WORK CAN BEGIN

Acceptance Signature : _____

7/24/2025

EUGene Butler Sr

Name Date

Mandy Austin

Mandy Austin 7-24-25

Name Date

101 W. 27th Street, Kenner, LA 70062
(504) 818-2945
estimating@crescentfoundations.com

Per Homeowner:

Eugene Butler Sr

"They do not have Redevelopment Plans yet. They are still being processed."

Maintenance Plan:

To Cut Grass & Maintain Property

CITY OF NEW ORLEANS • 2013 Real Estate Tax Bill

2013

BUREAU OF THE TREASURY
1300 Perdido Street, Room 1W40
New Orleans, LA 70112

Mortgage lenders have direct access to pay real estate taxes that they have escrowed. If you are unsure of your lender's intent, please contact them directly to ensure a timely, single tax payment.

2013 Ad Valorem Tax
134.95

Delinquent Date
2/1/2013

Property Location
2628 N ROMAN ST

Legal Description
SQ 782 LOT Z PTS R & Q N ROMAN & PORT ST 58X35 STUCCO CAR GARAGE 4/SPACES C/R

Tax Bill No.
3 9W 4 076 12

CONFIRMATION No
CNOTRS 0003288 21
1/23/19 CNOTRS 000812707

*****AUTO**SCH 5-DIGIT 70117 30,30,14994
BUTLER EUGENE M
2626 NORTH ROMAN STREET
NEW ORLEANS, LA 70117-7024

2019 CONFIRMATION No
2021 CNOTRS 000934684
2024 131071 9587

I certify that I am the owner of the property listed on this bill. Please change my mailing address to the following:

Address _____

City/St/Zip _____

Signature _____

If changing address RETURN above portion WITH the bottom payment stub and your payment.

Interest accrues at 1% per month on all delinquent taxes. In compliance with city ordinance all funds tendered will first be applied to satisfy any outstanding liens shown. Special district fees, if any, and ad valorem taxes will then be satisfied to the extent possible starting from the most current year.

Tax Bill No. 3 9W 4 076 12		Real Estate Tax, If Paid Before February 1, 2013	134.95
Property Values		Tax, Int, Fees, if Paid During the Month of February 2013	149.80
2013 Land Assessment	410	Tax, Int, Fees, if Paid During the Month of March 2013	151.15
2013 Improvement Assessment	500	Tax, Int, Fees, if Paid During the Month of April 2013	166.99
2013 Homestead Exemption		Tax, Int, Fees, if Paid During the Month of May 2013	168.47

DETAIL OF BILL

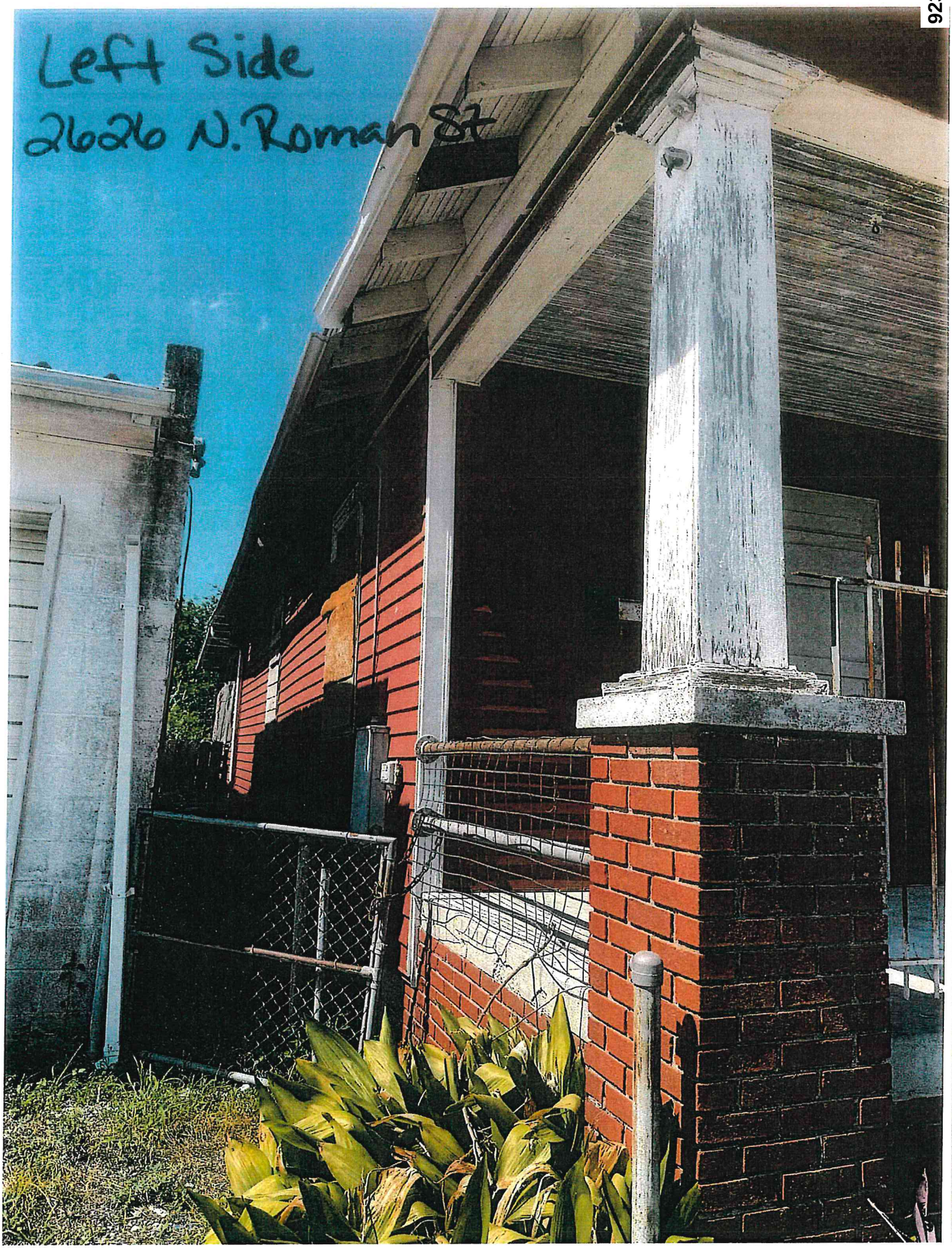
This bill reflects payments through 12/18/2012

Period	Type	Ref No.	Delinquency Date	Tax/Lien	Interest	City Fee	Collection Fee	Total
2013	REAL ESTATE		2/1/2013	134.95				134.95


Front-2626 N Roman St

Front Additional - 2626 N Roman St



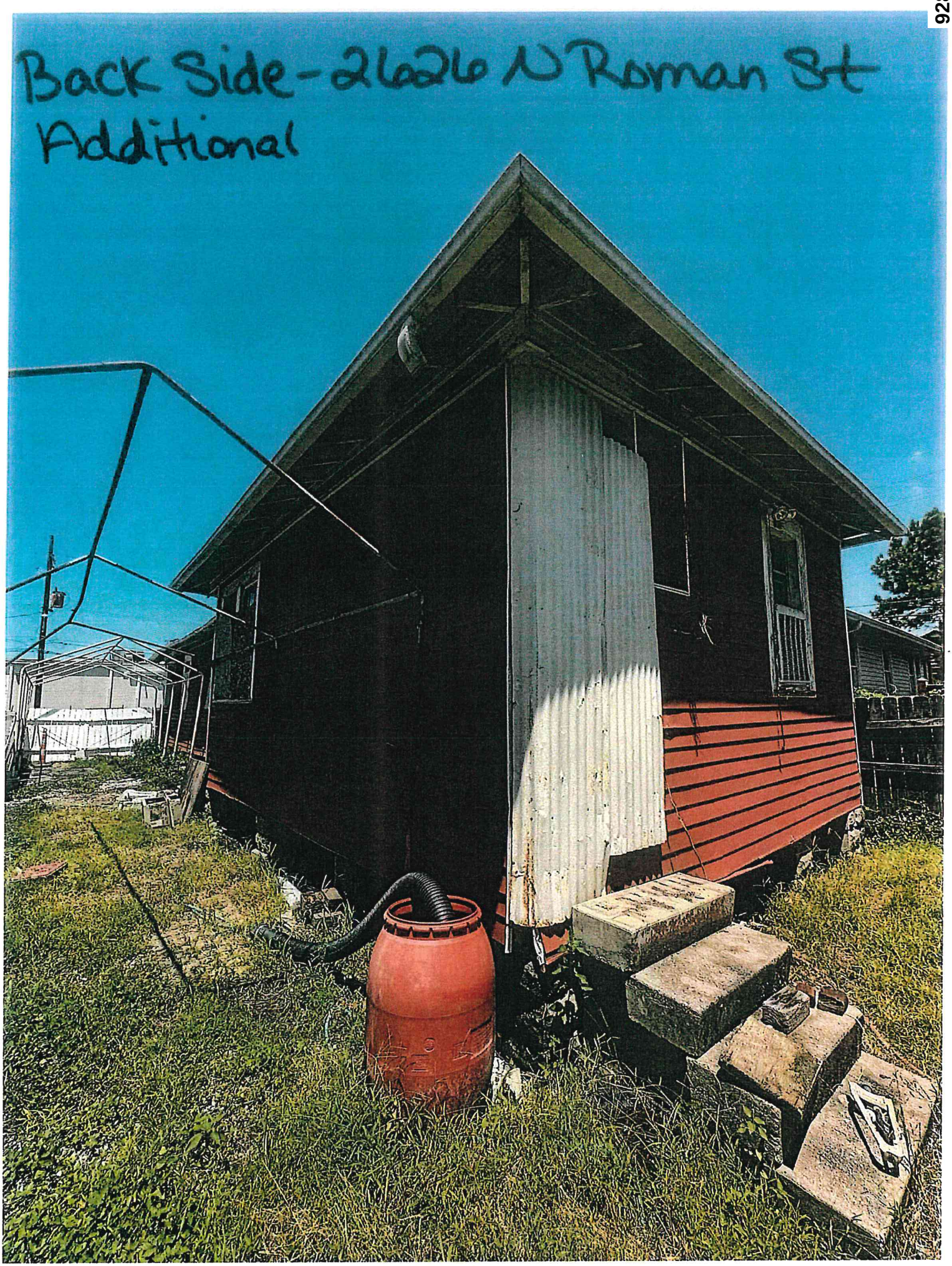

Left Side
2626 N. Roman St

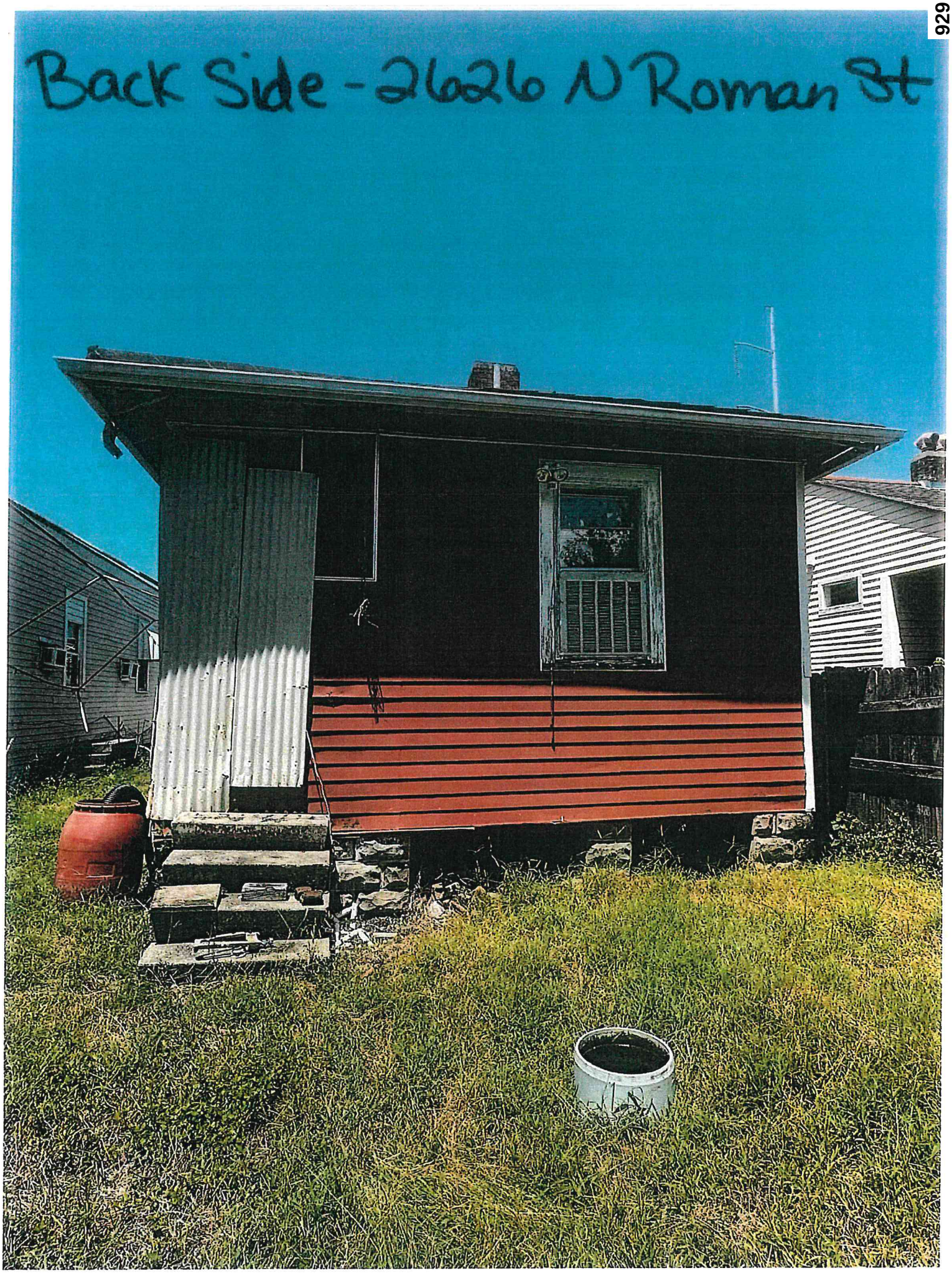
Left Side Additional
2626 N Roman St


Right Side - 2626 N Roman St


Right side Additional 1-2626
N Roman St

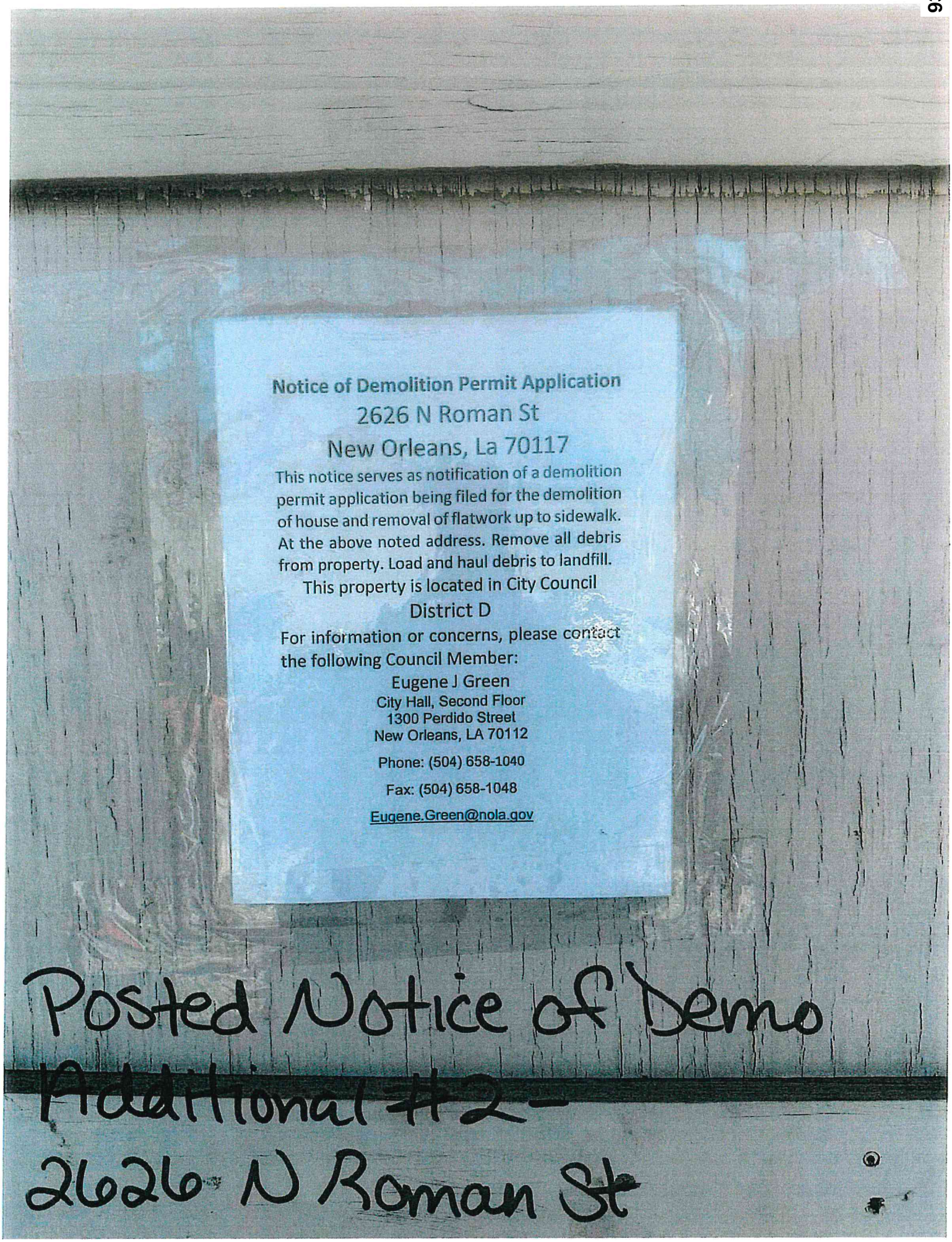

Right Side Additional #2 - 2626 N Roman St


Back Side - 2626 N Roman St
Additional


Back Side - 2626 N Roman St

930


Notice of Demolition Permit Application
2626 N Roman St
New Orleans, La 70117
District D
Posted Notice of Demo
Additional-
2626 N. Roman St



Posted Notice of Demo

~~Additional #2~~

2626 N Roman St

Notice of Demolition Permit Application

2626 N Roman St

New Orleans, La 70117

This notice serves as notification of a demolition permit application being filed for the demolition of house and removal of flatwork up to sidewalk. At the above noted address. Remove all debris from property. Load and haul debris to landfill.

This property is located in City Council

District D

For information or concerns, please contact the following Council Member:

Eugene J Green
City Hall, Second Floor
1300 Perdido Street
New Orleans, LA 70112

Phone: (504) 658-1040

Fax: (504) 658-1048

Eugene.Green@nola.gov

Outlook

FW: Emailing: Permit 25-05739-DEMO (DEMO-RSF2) Documents

From Clerk of Council <clerkofcouncil@nola.gov>
Date Wed 8/13/2025 3:38 PM
To Naomi R. Mark <nrmark@nola.gov>; Cecil C. Hartzog <cchartzog@nola.gov>; Denise Mills <dmills@nola.gov>; Denise M. Russ <dmruss@nola.gov>

1 attachment (27 MB)
Permit 25-05739-DEMO (DEMO-RSF2) Documents.zip;

-----Original Message-----
From: Cynthia Davis <ccross@nola.gov>
Sent: Wednesday, August 13, 2025 2:06 PM
To: Clerk of Council <clerkofcouncil@nola.gov>
Cc: Adam J. Swensek <adam.swensek@nola.gov>; Anita B. Curran <abcurran@nola.gov>; Permit Info <permitinfo@nola.gov>; Hannah E Rowe <Hannah.Rowe@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Aisha R. Collier <arcollier@nola.gov>
Subject: Emailing: Permit 25-05739-DEMO (DEMO-RSF2) Documents

The Department of Safety & Permits has received all the required documents which are submitted in the attached zip file. Therefore, I'm requesting that this property be placed on the next available City Council's agenda. Email me a copy of the City Council Electronic Signed Motion. If you have any questions, feel free to contact me.

Your message is ready to be sent with the following file or link attachments:

Permit 25-05739-DEMO (DEMO-RSF2) Documents

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

DEMOLITION REQUEST APPLICATION — SUPPLEMENT A

APPLICANT INFORMATION

Property Address: 1718 N Villere St, New Orleans, LA

Applicant Identity: ○ Owner ○ Lessee ◉ Contractor ○ Architect
Mark all that apply ○ Other _____

Applicant Name The Demo Diva, LLC Applicant Contact Number 504-908-8822

Applicant Emal: alyssa@demodiva.com

Why do you wish to demolish the existing structure?

DEMOLITION FOR CONDEMNED/DILAPIDATED STRUCTURE

Cost of Demolition: $ 13,500.0

Yes ○ No ◉ Do you plan to rebuild on the site? If yes, what do you plan to build? n/a

How long will the lot remain vacant? n/a

Yes ○ No ◉ Is there a redevelopment plan for the lot?

Yes ○ No ◉ Does the proposed structure meet zoning requirements? If you are uncertain, please check here. ☐

Yes ○ No ◉ Is this property in the Neighborhood Conservation District?

Yes ○ No ◉ Is this property in a Historical District?

Yes ○ No ◉ Is this property in the Vieux Carre (French Quarter)?

What is your plan for maintaining the lot in the period between demolition and redevelopment?

routine landscaping to ensure lot is up to code

If lot is to be left vacant, what type of fence is proposed? temporary fencing

What is your plan for keeping lot free of trash and weeds? routine landscaper

(If additional space is needed, please attach additional sheets.)

REQUIRED ATTACHMENTS (FOR DEMOLITION REQUESTS THAT REQUIRE A NEIGHBORHOOD CONSERVATION DISTRICT COMMITTEE HEARING ONLY)

Not Applicable ☑

- Completed permit application checklist, including a building permit application, valuation of work, and the number of residential units to be demolished
- Four color photographs of the structure to be demolished (front, rear, left, and right sides) labeled with the municipal address of the property and the view shown.
- Copy of Sanborn Map, with subject property indicated.
- Recorded Act of Sale (if the property has recently changed ownership).
- Damage Assessment from the Department of Safety and Permits.
- Future plans (if available) including site plans and exterior elevations.
- Completed Demolition Request—Letter of Intent form

Additional Requirements _____

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date 2/26/2025

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

Property Address: 1718 N Villere St, New Orleans, LA Apt./Ste. Number: _____

Type of Building:
- ◉ Residential (Single Family)
- ○ Residential (Two Family)
- ○ Residential (Half of Party Wall Double)
- ○ Residential (Accessory Use)
- ○ Commercial (Multi-Family)
- ○ Commercial (Business Use)
- ○ Commercial (Mixed Use)
- ○ Commercial (Accessory Use)

APPLICANT INFORMATION

Applicant Identity: Mark all that apply
- ○ Owner
- ○ Lessee
- ◉ Contractor
- ○ Architect
- ○ Engineer
- ○ Other

Name Demo Diva, LLC (Alyssa Wernet)

Address 6246 Memphis St City New Orleans State LA Zip 70124

Phone 504-908-8822 Email alyssa@demodiva.com

SCOPE OF WORK/PROPOSAL

Description of proposed work (Please include thorough details or provide attachments.)

DEMOLITION OF CONDEMNED, DILAPIDATED STRUCTURE

Will the exterior of the building be altered in any way?	◉Yes ○No	Will a driveway be installed?	○Yes ◉No
Was this structure built before 1978? **If yes, Supp G "Lead Based Paint Removal Form" is required.**	○Yes ◉No	Will any portion of the sidewalk be repaired? **If yes, Supp L "Sidewalk Repair Form" is required.**	○Yes ◉No
Is the impervious surface area on the site where work will be performed > 5,000 sq ft?	○Yes ◉No		
Is the total area of the site where you will be working > 1 acre?	○Yes ◉No		
Will this project have a total square footage of more the 40,000sf?	○Yes ◉No	Will a dumpster be placed in the street? **If yes, Supp J "Dumpster/Construction Zone Form" is required.**	○Yes ◉No
Will any electrical work be done under this scope of work?	○Yes ◉No		
Will any A/C or gas line work be done under this scope of work?	○Yes ◉No		
Will signage be affected (altered, added, changed)? **If yes, Supplement H "Sign Permit Application" is required.**	○Yes ◉No		
Is this application for a Federal Housing Unit?	○Yes ◉No		

Estimate cost/value of proposed work $ 13,500 ***Attach quote, contract, or other documentation of estimate.***

Area of existing structure 1500 ft² Area affected 1500 ft² New Area added 0 ft² Number of Floors 1

Foundation Type: ○ Slab ◉ Pier Sprinklers: ○ Yes ◉ No Building Condition: ○ Good ○ Average ◉ N/A poor

Existing Use residential home Proposed Use vacant lot/residential structure

BUILDING INFORMATION

ICC Construction Type:
- ◉ Not Applicable
- ○ Site Built
- ○ Modular
- ○ Manufactured

	Number of Existing Meters	Number of New Meters
Electrical Meters		
Gas Meters		

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

RESIDENTIAL BUILDING INFORMATION (Single Family and Two Family) NOT APPLICABLE ☐

Dwelling Area 1500 ft² Garage Area 0 ft² Number of Bedrooms n/a Number of Bathrooms n/a Central A/C and Heat? ○ Yes ◉ No

MULTIFAMILY AND COMMERCIAL BUILDING INFORMATION NOT APPLICABLE ☑

Total Number of Residential Units _____ Efficiency Units _____ 1 Bedroom _____ 2 Bedroom _____ 3+ Bedrooms _____

Number of Elevators _____ Number of A/C Units _____ Number of Boilers _____ Number of Escalators n/

OWNER INFORMATION ☐ SAME AS APPLICANT

Name Juanita Ellis Dunn Company n/a

Address 11141 Parkwood Ct N City New Orleans State LA Zip 70128

Phone 504-583-9185 Email lois9599@aol.com

CONTRACTOR INFORMATION ☑ SAME AS APPLICANT

Name Simone Bruni Company The Demo Diva, LLC

Address 6246 Memphis St City New Orleans State LA Zip 70124

Phone 504-908-8822 Email alyssa@demodiva.com State Lic. # 48724 Exp 02/2026

ARCHITECT INFORMATION ☐ SAME AS APPLICANT

Name n/a Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

ENGINEER INFORMATION ☐ SAME AS APPLICANT

Name n/a Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

FEES

- Permit Fee: $60 + ($5 per $1000 of work to be performed)
- Plan review Fee: ($1 per $1000 of work to be performed)
- VCC/HDLC Surcharge: (50% of total fee, calculated using the above)

ACKNOWLEDGMENTS

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of New Orleans is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of New Orleans Municipal Code, the Comprehensive Zoning Ordinance, the International Construction Code or International Fire Code as adopted by the City of New Orleans. Fines and penalties for misrepresentation of material facts will be assessed in accordance with City of New Orleans ordinances and State of Louisiana Revised Statutes. I understand that any change in the scope or cost of the work must be reported to the Department of Safety and Permits and additional permits may be required.

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date 2/26/25

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Application Date: 2/26/2025
Permit Number: 25-05739-DEMO

DEMOLITION REQUIREMENTS

Property Address: **1718-1720 N Villere St**

Council District: **C**

Applicant Identity: **No** Owner | **No** Lessee | **Yes** Contractor | **No** Architect | **No** Engineer
Other identity:

Applicant Name **Alyssa Wernet** Applicant Contact Number **(504) 908-8822**

Applicant Email: alyssa@demodiva.com

Applicant Address:: 6246 Memphis St, **New Orleans, LA 70124**

Owner Name: **Minnie B Ellis** Approximate Time Owned: **n/a**

Reason for Demolition: **dilapidated structure requires demo for rebuilding**

Number of Residential Units to be Demolished (if applicable): **1**

Cost of Demolition: **$13,500.00**

Redevelopment Plan for Lot: **Yes**

If redevelopment is planned, estimated time to complete: **n/a**

Proposed use: **new structure**

If no immediate redevelopment is planned, estimated time to remain vacant: **n/a**

Proposed redevelopment meets zoning requirements:

Property is in a National Register Historic District: **No**

Property is in a Historic District and Landmarks Commission District: **No**

Property is in the Vieux Carré: **No**

Plan for maintaining lot: **lawncare**

If lot is to be vacant, type of fence: **temp fencing**

Plan for keeping lot free of trash and weeds: **lawncare**

REQUIRED ATTACHMENTS

- ☐ Application fee for properties requiring City Council approval paid
- ☐ Signed demolition permit application
- ☐ Signed building permit application
- ☐ If applicant is not owner, proof of authorization for an agent to sign on behalf of the owner
- ☐ Four color photos labeled as follows, providing a full view of:

- Front of structure to be demolished (with the municipal address listed on the photo)
- Left of the structure to be demolished (with the municipal address listed on the photo)
- Rear of structure to be demolished (with the municipal address listed on the photo)
- Right of structure to be demolished (with the municipal address listed on the photo)

☐ Copy of the Assessor's Aerial Map, with the subject property indicated

☐

☐ If re-development is planned, redevelopment site and exterior elevation plan (can be hand drawn)

☐ Cost estimate from a licensed contractor

☐ A photo indicating the posting of notice for the demolition application on or near the property

☐ A photo of the notice itself, indicating:

- The municipal address on the property to demolished
- Contact information for the district City Council office

☐ If City-initiated, a copy of the notice the City mailed to the owner providing that the City intends to request demolition of their property

City of New Orleans

RECEIPT

City of New Orleans
Mayors Office
1300 Perdido St.
New Orleans, LA 70112

Receipt Number:	25-30546
Associated Location:	1718-1720 N Villere St
Payment Date:	8/6/2025
Payment Amount:	$250.00
Payment Method:	Credit Card #4110467673
Payer Name:	Alyssa Wernet
Payer Address:	6246 Memphis St, New Orleans, LA 70124
Cashier Name:	City of New Orleans One Stop Shop

Permit #25-05739-DEMO,

Type	Description	Revenue code	Amount
Permit 25-05739-DEMO (DEMO-RSF2)	Permit - Council Demolition - Residential	00126026061910	$250.00

(A 2.99% convenience is applied to online Credit Card Transactions.)	Total Amount	$250.00
Total Amount Paid		**$250.00**

This is a receipt. This is NOT a permit.

DEMO DIVA
DEMOLITION

February 26, 2025

Re: 1718 N Villere St, New Orleans, LA (Demolition Permit)
Safety and Permits
City of New Orleans
1300 Perdido Street, 7th Floor
New Orleans, LA 70112

To Whom It May Concern,

This letter is to confirm that the residential structure at 1718 N Villere St, New Orleans, LA, requires immediate demolition for future redevelopment and improvements.

The property owner will be responsible for maintaining the property immediately following demolition. This includes routine landscaping every two weeks to keep the property area clean and free of overgrowth and/or debris.

Once the required building permits are approved, the property owner will be working on future redevelopment plans for the property upon approval by the City of New Orleans.

If you have any questions regarding this demolition application, please contact Alyssa Wernet at 504-908-8822 or Simone Bruni at 504-908-8833.

Sincerely,

Alyssa Wernet
Vice President

Docusign Envelope ID: BB89D0BD-9591-4985-AFE4-7262465CFEF3

DEMO DIVA
DEMOLITION

6246 Memphis St.
New Orleans, LA 70124
(504) 486-4121 PHONE
www.demodiva.com

DEMOLITION ESTIMATE

1.07.2025

To: Minnie Ellis (in care of Manuel Ellis)
Work Site: 1718 N Villere St, New Orleans, LA 70116
Phone: 504-583-9185 **E-mail:** lois9599@aol.com

SCOPE OF WORK	Amount
STRUCTURE DEMOLITION Complete demolition of residential structure including removal of detached shed in back of property. Includes removal of private walkways, driveways, and patios on site.	$ 12,950.00
Includes haul away of all debris from property.	Included
OPTIONAL: (3) loads of river sand back fill hauled and spread @ $450.00/load	TBD
Demo Diva to obtain demolition permit prior to mobilization. Property owner to attend HDLC hearing for demolition approval, if required.	$ 550.00
PLEASE NOTE: property owner is responsible for disconnection of gas, electric, water, sewer, etc., prior to demolition. Demo Diva to contact LA One Call prior to demolition work to ensure utility disconnections.	-
TOTAL	**$ 13,500.00**

DEMO DIVA IS A STATE AND LOCAL LICENSED DBE AND MBE

TERMS OF CONTRACT

Upon signing of this contract, the property owner, or duly authorized agent, hereby agrees to the terms below.

Warranty & Authorization

Owner or agent, warrants that he/she (1) possesses clear title with full ownership, or has full legal rights to dispose of the designated property, including demolition and removal of specified structures; (2) no other competing claims of ownership to the property, immovable or moveable, exists; (3) has legal right of access to the property; (4) has full ownership of all moveable property located in or on the building(s) or land; (5) if agent, has written authorization from property owner to enter into this contract for services; and(6) grants The Demo Diva, LLC, authorization to enter upon the property and perform contracted services.

Site Preparation and Equipment Mobilization

Owner agrees to remove within seven (7) calendar days of signing all moveable property located in or on the building(s) or land that will not be removed by The Demo Diva. The Demo Diva is not liable for damage to any moveable property remaining on the premises during the performance of contracted services.
Owner agrees that once equipment is mobilized to perform contracted services, any delay or postponement by the owner of the performance of contracted services that results in additional costs and/or re-mobilization will result in an assessment of $1,000.00 per day.

Salvage & Rights to Moveable Property

Owner grants The Demo Diva the exclusive right to salvage and dispose of all materials comprising the structure, foundation, and its component parts, including all materials that are derived, extracted, removed, or otherwise separated from said structure, foundation, and its component parts as a result of demolition, deconstruction, excavation, or performance of contracted services. Salvage and disposal activities may begin any time after the signed contract is received by The Demo Diva.

At all times, owner bears the responsibility of safeguarding the premises, including all moveable property and materials salvaged on behalf of the owner. While every effort will be made to skillfully separate items noted for salvage, due to age, weather, neglect, poor workmanship, or other reasons beyond control of The Demo Diva, The Demo Diva will not be liable for salvaged items that are compromised, destroyed, or rendered worthless in the separation process. No materials should be assumed capable of use in new construction or be reassembled without consulting appropriate experts.

Payment

Owner agrees to pay The Demo Diva, LLC, 50% of the contracted amount prior to beginning any work related to the contracted service and the remaining 50% upon completion. Owner agrees to reimburse The Demo Diva for all costs associated with the demolition, including administrative costs, if owner chooses to not proceed with demolition after signing.

X Simone Bruni

The Demo Diva, LLC
Contractor
SIMONE BRUNI, PRESIDENT
8/05/2025

X Signed by: Manuel Ellis 41168635F06442F...

Property Owner
Manuel Ellis
8/5/2025

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2025-0660 DIVISION "J" DOCKET NO.

SUCCESSION OF MINNIE B. ELLIS

FILED: _____ _____ DEPUTY CLERK

FILED
2025 JUL -1 PM 2:31
CIVIL DISTRICT COURT

LETTERS OF ADMINISTRATION

In the matter of **MANUEL J. ELLIS,** praying to be appointed as Administrator,

This is to certify to all whom it may concern:

On the 1st day of July, 2025, an application was made to the Honorable Judge of the Civil District Court in and for the Parish of Orleans, State of Louisiana, by **MANUEL J. ELLIS** praying that he, **MANUEL J. ELLIS** might be permitted to qualify and take the oath as Administrator for the estate of **MINNIE B. ELLIS**

NOW, KNOW YE, that the said **MANUEL J. ELLIS** be appointed Administrator for the aforesaid estate of **MINNIE B. ELLIS** and has on the 27 day of June, 2025, taken the oath as such and complied with all other requisites of the law.

NOW, THEREFORE, MANUEL J. ELLIS is hereby fully authorized and empowered to discharge and perform all and singular duties appertaining to the said appointment, with full and complete power of administration, according to law.

THUS, DONE AND SIGNED officially in my office, in the Parish of New Orleans, State of Louisiana, on this the _____ day of JUL 14 2025, 2025.

JUDGE

D. Nicole Sheppard
Judge - Division "J"

A TRUE COPY
DEPUTY CLERK - MINUTE CLERK
CLERK OF CIVIL DISTRICT COURT
PARISH OF ORLEANS, STATE OF LOUISIANA

VERIFIED
7-1-2025


1718



N Villere St
1714
1718
1726
1720


948

SAFETY & PERMITS

BUILDING PERMIT

DESCRIPTION OF APPROVED WORK

complete demolition of residential structure. Demolish existing double residence to grade.

25-05739-DEMO 8/5/2025

1718-1720 N Villere St

Applicant: Alyssa Wernet

USE TYPE: Vacant Lot
IMPROVEMENT TYPE: Demolition
ZONING: HMR-2

FLOOD ZONE:
ELEVATION REQUIREMENT:
VALUE OF APPROVED WORK:

NOT VALID UNLESS POSTED ON SITE

THIS PERMIT MUST REMAIN PUBLICLY POSTED AT ALL TIMES WHILE WORK IS IN PROGRESS

Verify the authenticity of this permit or find more information about the project by visiting nola.gov/onestop or by scanning this code using a smartphone and searching the permit number in the dark blue oval at the top of the page. This permit conveys no right to violate any provisions of the New Orleans Amendments to the International Building Code or Comprehensive Zoning Ordinance. A permit becomes invalid unless the work authorized by the permit is commenced within 180 days after its issuance, or if the work authorized on the permit is suspended or abandoned for a period of 180 days after the time the work is commenced. This permit conveys no right to occupy any street, alley, or part thereof, either temporarily or permanently. Encroachments on public property must be approved by the appropriate City agency; separate permits must be obtained from other City or State agencies as required by law. This permit is subject to issuance of a final Certificate of Occupancy or Certificate of Completion; otherwise same is null and void. It is unlawful to occupy any building or portion thereof without said certificate.

IT IS UNLAWFUL TO POUR ANY FOUNDATION, CLOSE ANY WALL, OR COVER ANY SPACE WITHOUT PRIOR APPROVAL FROM THE BUILDING INSPECTION DIVISION. FOR INFORMATION OR TO SCHEDULE AN INSPECTION, PLEASE CALL 504-658-7100.

1340 Poydras Street, Suite 800 • New Orleans • LA • 70112 • (504) 658-7100 • nola.gov/onestop

SOLO EL TRABAJO DESCRITO ANTERIORMENTE PUEDE REALIZARSE LEGALMENTE EN ESTE EDIFICIO


THIS PROPERTY LOCATED AT:
1718 N Villere Street
New Orleans, LA 70116
IS SCHEDULED FOR DEMOLITION.
If you have any questions or concerns regarding this scheduled work, please contact your District "C" council member, Freddie King III at 504-658-1030 or Freddie.king@nola.gov immediately!

THIS PROPERTY LOCATED AT:

1718 N Villere Street
New Orleans, LA 70116

IS SCHEDULED FOR DEMOLITION.

If you have any questions or concerns regarding this scheduled work, please contact your District "C" council member, Freddie King III at 504-658-1030 or Freddie.king@nola.gov immediately!

Outlook

FW: Emailing: Permit 25-20764-DEMO (DEMO-RSFD) Documents

From Clerk of Council <clerkofcouncil@nola.gov>
Date Thu 8/14/2025 12:17 PM
To Naomi R. Mark <nrmark@nola.gov>; Cecil C. Hartzog <cchartzog@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Denise Mills <dmills@nola.gov>

1 attachment (32 MB)
Permit 25-20764-DEMO (DEMO-RSFD) Documents.zip;

-----Original Message-----
From: Cynthia Davis <ccross@nola.gov>
Sent: Thursday, August 14, 2025 10:49 AM
To: Clerk of Council <clerkofcouncil@nola.gov>
Cc: Adam J. Swensek <adam.swensek@nola.gov>; Anita B. Curran <abcurran@nola.gov>; Permit Info <permitinfo@nola.gov>; Hannah E Rowe <Hannah.Rowe@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Aisha R. Collier <arcollier@nola.gov>
Subject: Emailing: Permit 25-20764-DEMO (DEMO-RSFD) Documents

The Department of Safety & Permits has received all the required documents which are submitted in the attached zip file. Therefore, I'm requesting that this property be placed on the next available City Council's agenda. Email me a copy of the City Council Electronic Signed Motion. If you have any questions, feel free to contact me.

Your message is ready to be sent with the following file or link attachments:

Permit 25-20764-DEMO (DEMO-RSFD) Documents

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date 07/09/2025
Tracking Number

DEMOLITION REQUEST APPLICATION SUPPLEMENT A

APPLICANT INFORMATION

Property Address: 2100 St. Andrew St

Applicant Identity: ○ Owner ○ Lessee ◉ Contractor ○ Architect
Mark all that apply ○ Other

Applicant Name Tommy Bourgeois Applicant Contact Number 504-919-3046

Applicant Emal: tabourgeois@dumhc.com

Why do you wish to demolish the existing structure?

Strategic Demolition issued by City of New Orleans

Cost of Demolition: $ 43,665.00

Yes ○ No ◉ Do you plan to rebuild on the site? If yes, what do you plan to build?

How long will the lot remain vacant?

Yes ○ No ◉ Is there a redevelopment plan for the lot?

Yes ○ No ◉ Does the proposed structure meet zoning requirements? If you are uncertain, please check here. ☐

Yes ○ No ◉ Is this property in the Neighborhood Conservation District?

Yes ○ No ◉ Is this property in a Historical District?

Yes ○ No ◉ Is this property in the Vieux Carre (French Quarter)?

What is your plan for maintaining the lot in the period between demolition and redevelopment?

Not Required by Contractor.

If lot is to be left vacant, what type of fence is proposed? None

What is your plan for keeping lot free of trash and weeds? None

(If additional space is needed, please attach additional sheets.)

REQUIRED ATTACHMENTS (FOR DEMOLITION REQUESTS THAT REQUIRE A NEIGHBORHOOD CONSERVATION DISTRICT COMMITTEE HEARING ONLY)

Not Applicable ☑

- Completed permit application checklist, including a building permit application, valuation of work, and the number of residential units to be demolished
- Four color photographs of the structure to be demolished (front, rear, left, and right sides) labeled with the municipal address of the property and the view shown.
- Copy of Sanborn Map, with subject property indicated.
- Recorded Act of Sale (if the property has recently changed ownership).
- Damage Assessment from the Department of Safety and Permits.
- Future plans (if available) including site plans and exterior elevations.
- Completed Demolition Request—Letter of Intent form

Additional Requirements

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature Date 07/09/2025

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Application Date: 7/9/2025
Permit Number: 25-20764-DEMO

DEMOLITION REQUIREMENTS

Property Address: **2100 Saint Andrew St Apt B**

Council District: **B**

Applicant Identity: **No** Owner | **No** Lessee | **No** Contractor | **No** Architect | **No** Engineer
Other identity:

Applicant Name **Debbie Champagne**

Applicant Contact Number **(504) 739-2570**

Applicant Email: dhchampagne@durrhc.com

Applicant Address:: 817 Hickory Ave, **Harahan, LA 70123**

Owner Name: **R2H Properties LLC**

Approximate Time Owned: **N/A**

Reason for Demolition: **Strategic Demo for city of New Orleans**

Number of Residential Units to be Demolished (if applicable):

Cost of Demolition: **$43,665.00**

Redevelopment Plan for Lot: **No**

If redevelopment is planned, estimated time to complete:

Proposed use:

If no immediate redevelopment is planned, estimated time to remain vacant:

Proposed redevelopment meets zoning requirements:

Property is in a National Register Historic District: **Yes**

Property is in a Historic District and Landmarks Commission District: **No**

Property is in the Vieux Carré: **No**

Plan for maintaining lot: **No Plan**

If lot is to be vacant, type of fence:

Plan for keeping lot free of trash and weeds:

REQUIRED ATTACHMENTS

- ☐ Application fee for properties requiring City Council approval paid
- ☐ Signed demolition permit application
- ☐ Signed building permit application
- ☐ If applicant is not owner, proof of authorization for an agent to sign on behalf of the owner
- ☐ Four color photos labeled as follows, providing a full view of:

- Front of structure to be demolished (with the municipal address listed on the photo)
- Left of the structure to be demolished (with the municipal address listed on the photo)
- Rear of structure to be demolished (with the municipal address listed on the photo)
- Right of structure to be demolished (with the municipal address listed on the photo)

☐ Copy of the Assessor's Aerial Map, with the subject property indicated

☐

☐ If re-development is planned, redevelopment site and exterior elevation plan (can be hand drawn)

☐ Cost estimate from a licensed contractor

☐ A photo indicating the posting of notice for the demolition application on or near the property

☐ A photo of the notice itself, indicating:

- The municipal address on the property to demolished
- Contact information for the district City Council office

☐ If City-initiated, a copy of the notice the City mailed to the owner providing that the City intends to request demolition of their property

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date 07/09/2025
Tracking Number

BUILDING PERMIT APPLICATION — MASTER APPLICATION

Property Address: 2100 St. Andrew St Apt./Ste. Number:

Type of Building:
- ○ Residential (Single Family)
- ◉ Residential (Two Family)
- ○ Residential (Half of Party Wall Double)
- ○ Residential (Accessory Use)
- ○ Commercial (Multi-Family)
- ○ Commercial (Business Use)
- ○ Commercial (Mixed Use)
- ○ Commercial (Accessory Use)

APPLICANT INFORMATION

Applicant Identity: Mark all that apply
- ○ Owner
- ○ Lessee
- ◉ Contractor
- ○ Architect
- ○ Engineer
- ○ Other

Name Tommy Bourgeois

Address 817 Hickory Ave City Harahan State LA Zip 70123

Phone 504-919-3046 Email tabourgeois@durrhc.com

SCOPE OF WORK/PROPOSAL

Description of proposed work (Please include thorough details or provide attachments.)

Strategic Demolition issued by City of New Orleans.

Will the exterior of the building be altered in any way?	◉Yes ○No	Will a driveway be installed?	○Yes ◉No
Was this structure built before 1978? **If yes, Supp G "Lead Based Paint Removal Form" is required.**	○Yes ◉No	Will any portion of the sidewalk be repaired? **If yes, Supp L "Sidewalk Repair Form" is required.**	○Yes ◉No
Is the impervious surface area on the site where work will be performed > 5,000 sq ft?	○Yes ◉No		
Is the total area of the site where you will be working > 1 acre?	○Yes ◉No		
Will this project have a total square footage of more the 40,000sf?	○Yes ◉No	Will a dumpster be placed in the street? **If yes, Supp J "Dumpster/Construction Zone Form" is required.**	○Yes ◉No
Will any electrical work be done under this scope of work?	○Yes ◉No		
Will any A/C or gas line work be done under this scope of work?	○Yes ◉No		
Will signage be affected (altered, added, changed)? **If yes, Supplement H "Sign Permit Application" is required.**	○Yes ◉No		
Is this application for a Federal Housing Unit?	○Yes ◉No		

Estimate cost/value of proposed work $ 43,665 ***Attach quote, contract, or other documentation of estimate.***

Area of existing structure 2631 ft² Area affected 2400 ft² New Area added ft² Number of Floors 1

Foundation Type: ◉ Slab ○ Pier Sprinklers: ○ Yes ◉ No Building Condition: ○ Good ○ Average ◉ N/A

Existing Use vacated residence Proposed Use vacant lot

BUILDING INFORMATION

ICC Construction Type:
- ◉ Not Applicable
- ○ Site Built
- ○ Modular
- ○ Manufactured

	Number of Existing Meters	Number of New Meters
Electrical Meters		
Gas Meters		

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

RESIDENTIAL BUILDING INFORMATION (Single Family and Two Family) NOT APPLICABLE ☑

Dwelling Area _____ ft² Garage Area _____ ft² Number of Bedrooms _____ Number of Bathrooms _____ Central A/C and Heat? ○ Yes ○ No

MULTIFAMILY AND COMMERCIAL BUILDING INFORMATION NOT APPLICABLE ☐

Total Number of Residential Units _____ Efficiency Units _____ 1 Bedroom _____ 2 Bedroom _____ 3+ Bedrooms _____

Number of Elevators _____ Number of A/C Units _____ Number of Boilers _____ Number of Escalators _____

OWNER INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

CONTRACTOR INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ State Lic. # _____ Exp. _____

ARCHITECT INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

ENGINEER INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

FEES

- Permit Fee: $60 + ($5 per $1000 of work to be performed)
- Plan review Fee: ($1 per $1000 of work to be performed)
- VCC/HDLC Surcharge: (50% of total fee, calculated using the above)

ACKNOWLEDGMENTS

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of New Orleans is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of New Orleans Municipal Code, the Comprehensive Zoning Ordinance, the International Construction Code or International Fire Code as adopted by the City of New Orleans. Fines and penalties for misrepresentation of material facts will be assessed in accordance with City of New Orleans ordinances and State of Louisiana Revised Statutes. I understand that any change in the scope or cost of the work must be reported to the Department of Safety and Permits and additional permits may be required.

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date 7/8/25

THE DEPARTMENT OF CODE ENFORCEMENT

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ANTHONY T. DAVIS
DIRECTOR

PROPERTY ADDRESS: **2100 St. Andrew St.**

ABATEMENT PLAN

This demolition is being executed by the City of New Orleans. Pursuant to the Code of the City of New Orleans chapter 26, abatement by the City will be performed at the owner's expense until the owner presents proof of abatement and payment of all fees associated with the City's administrative action, including but not limited to sale of the property at sheriff auction and satisfaction of all liens.

Anthony T. Davis, Director
The Department of Code Enforcement
(504) 658-4346

1340 POYDRAS STREET | SUITE 1000 | NEW ORLEANS, LOUISIANA 70112
PHONE 504-658-4200 | FAX 504-658-4238

City of New Orleans
Department of Code Enforcement

Strategic Demolition for Economic Recovery
Durr Heavy Construction, LLC
Bid Propsal NO: 338

Property Address 2100 St. Andrew St

Work Order 142

NTP Date 1/17/2025

Bid Tab Desc (See Tab 2) Slab on Grade 6-in thick or less : 3 or more stories , > 2,000 sf (RACM)

Item		Quantity	Units	Unit Price	Cost
Main Building		2631	SF	$ 15.00	$ 39,465.00
Lot Size		2400	SF		
Sand Fill		2400.00	SF	$ 1.75	$ 4,200.00
TOTAL AUTHORIZED WORK ORDER					$ 43,665.00

Strategic Demolition C&D

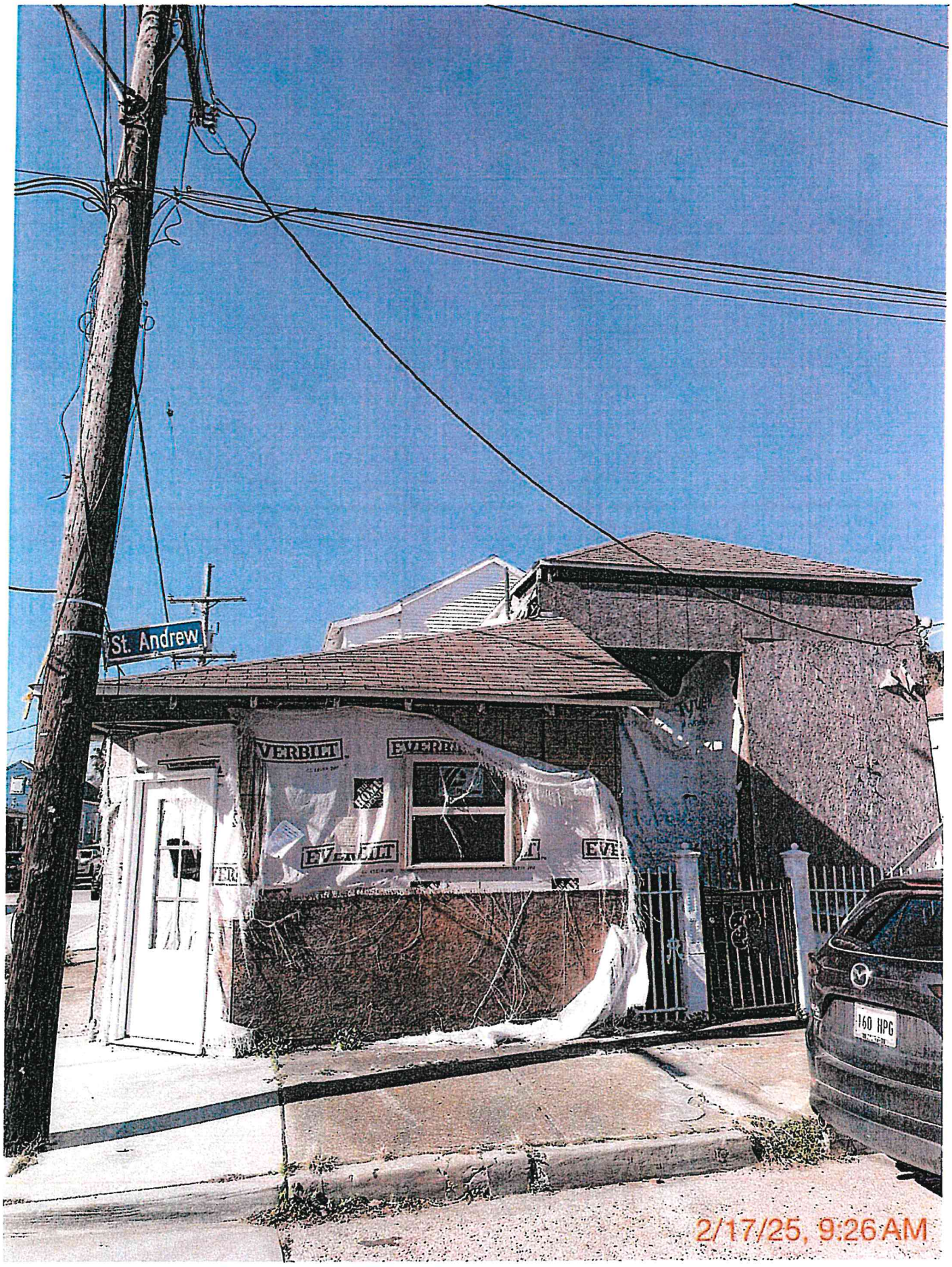
Authorized:

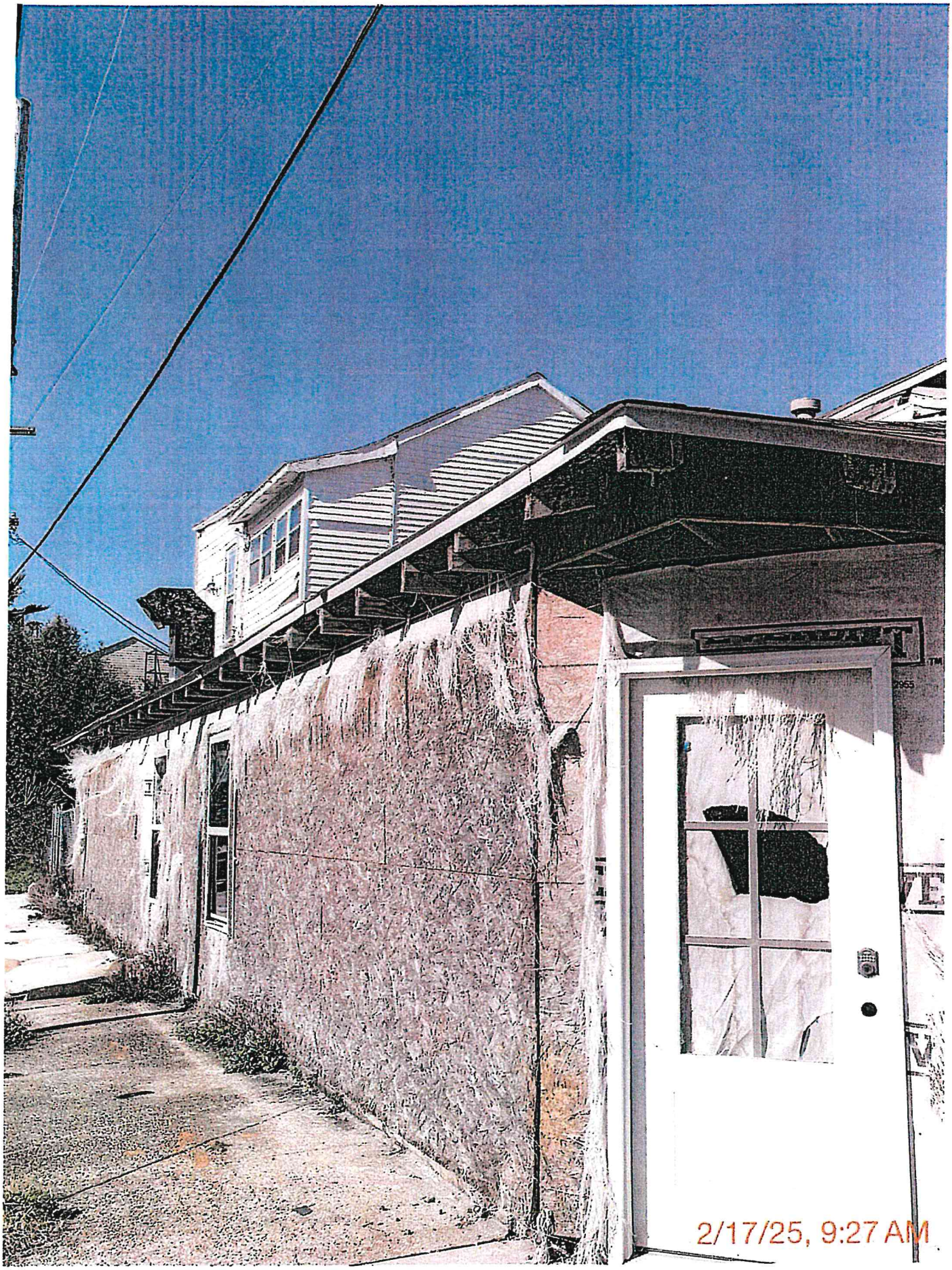
Kimberly Reid
Demolition Supervisor

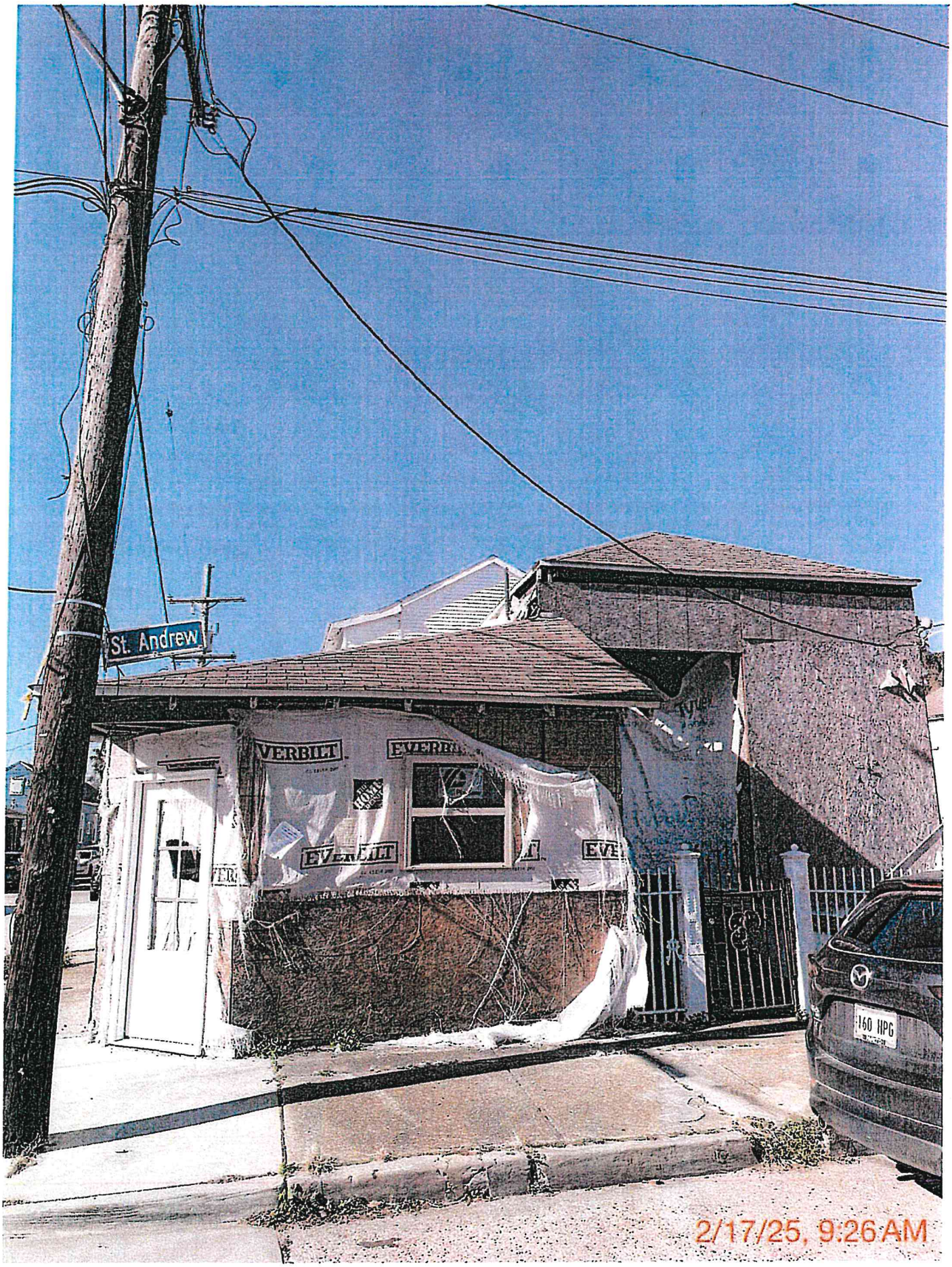
Authorized:

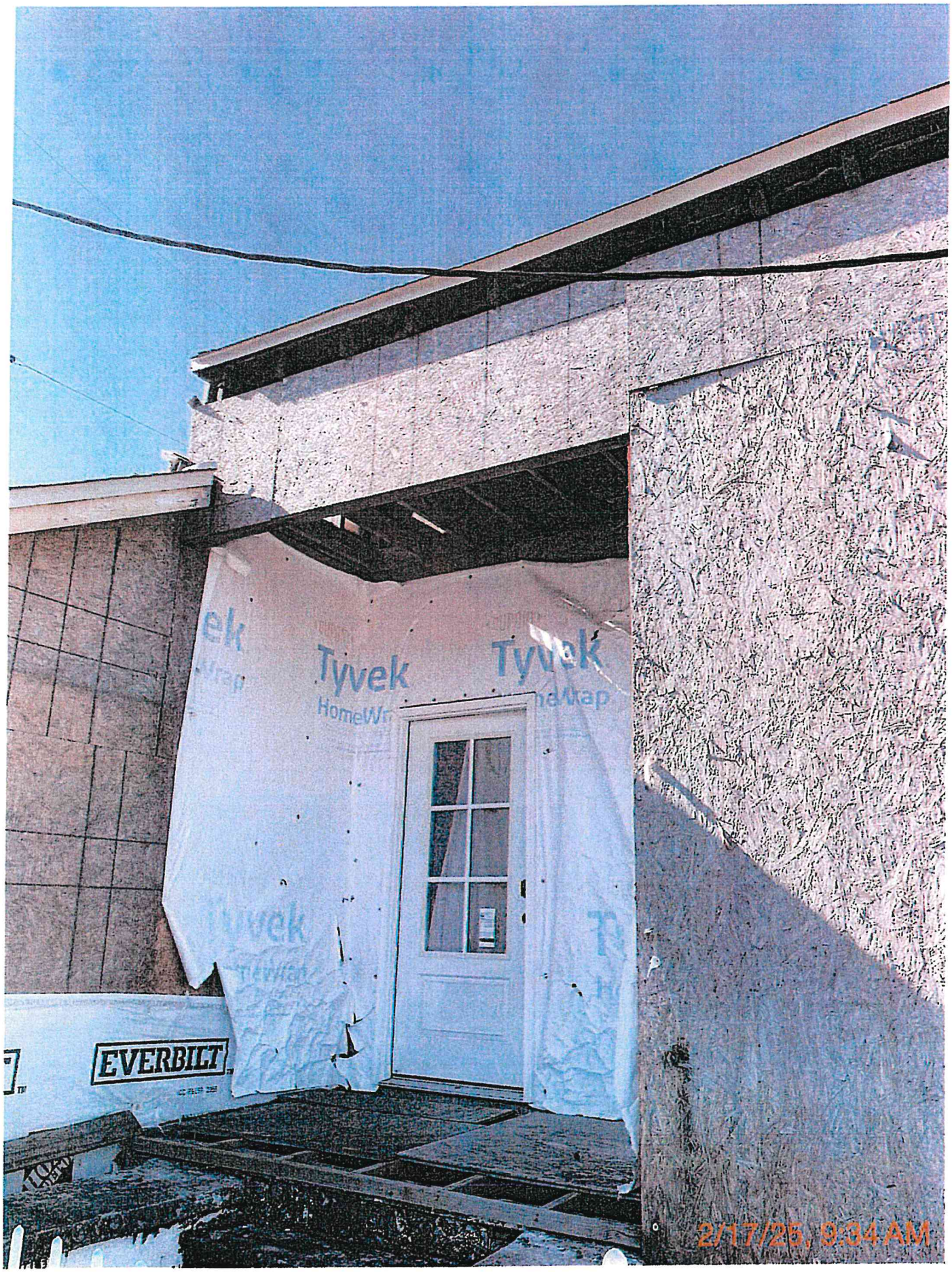
Anthony Davis
Director of Department of Code Enforcement

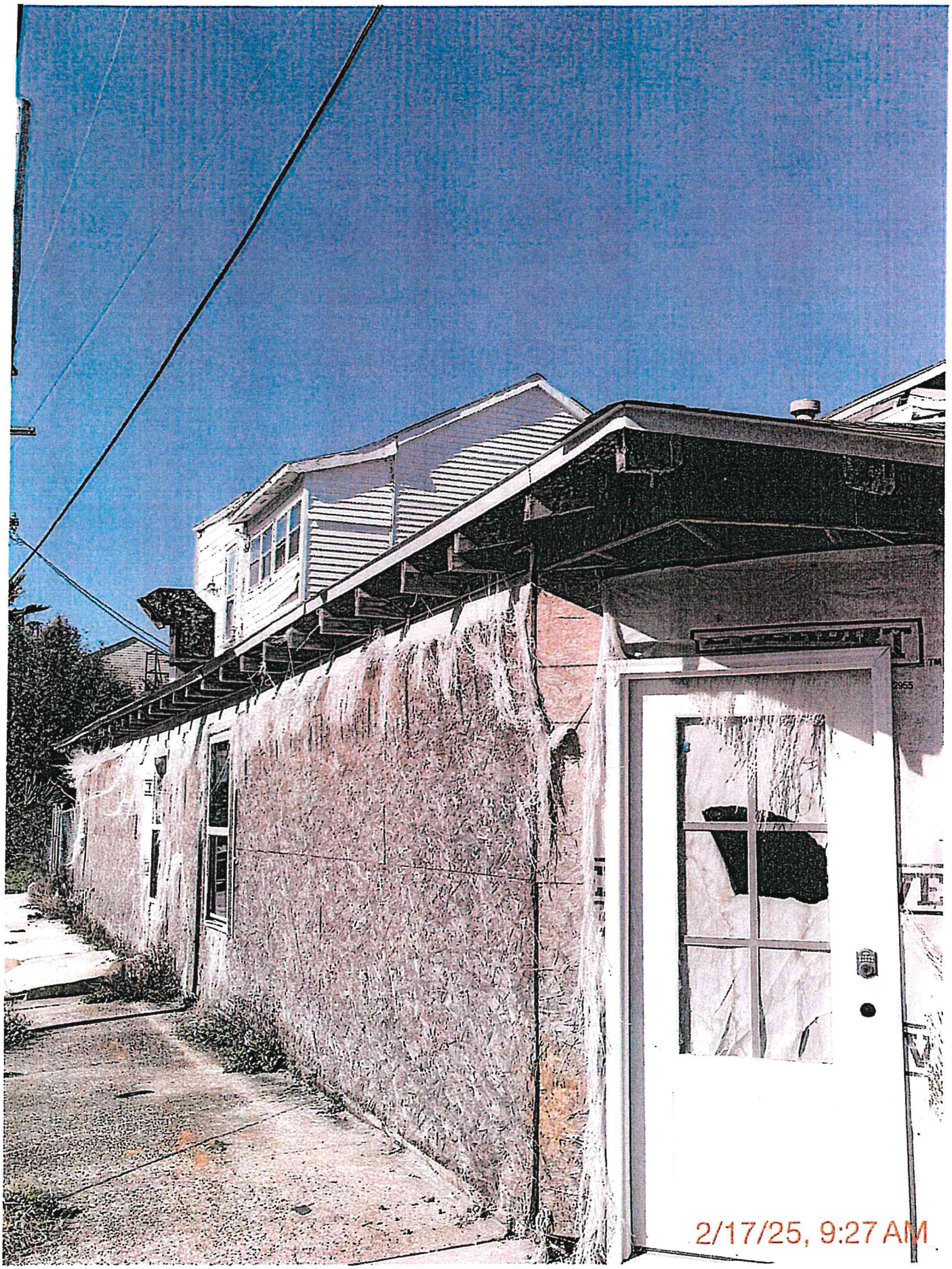
1/17/2025
Date

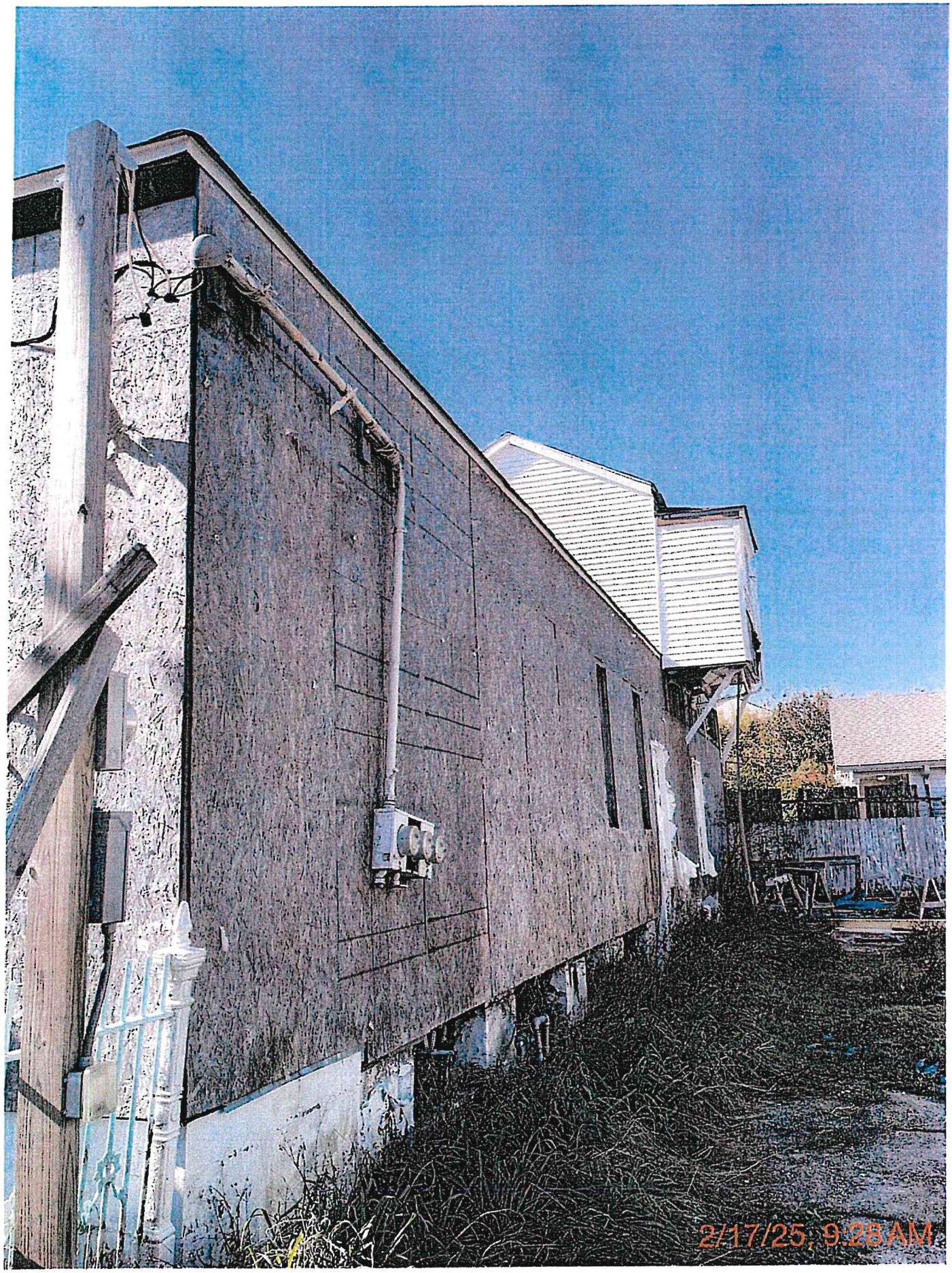

St. Andrew
EVERBILT
160 HPG
2/17/25, 9:26 AM


2/17/25, 9:27 AM


St. Andrew
VERBILT
2/17/25, 9:26 AM


Tyvek
Tyvek
EVERBILT
2/17/25, 9:34 AM

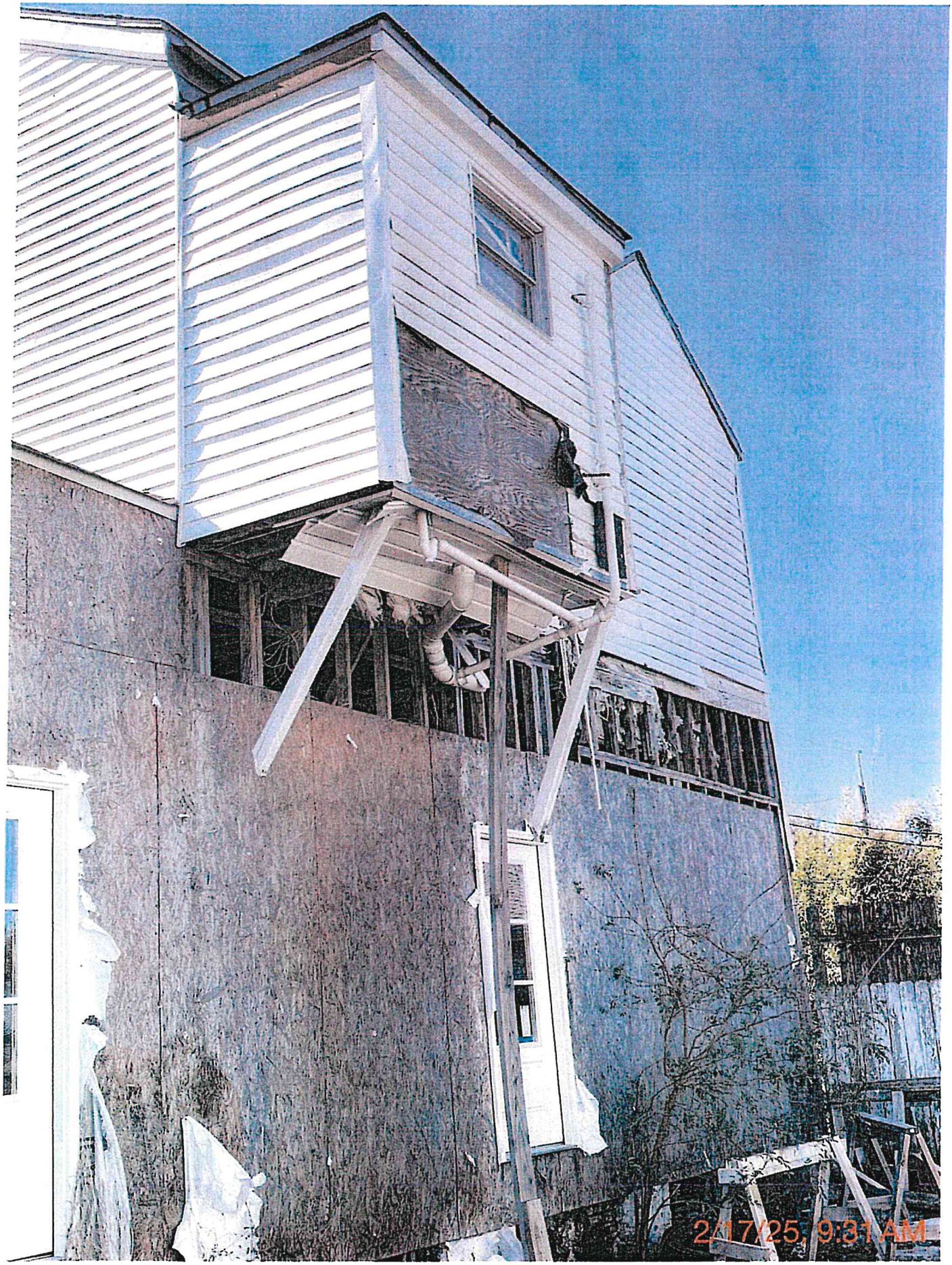

2/17/25, 9:27 AM


2/17/25, 9:28 AM

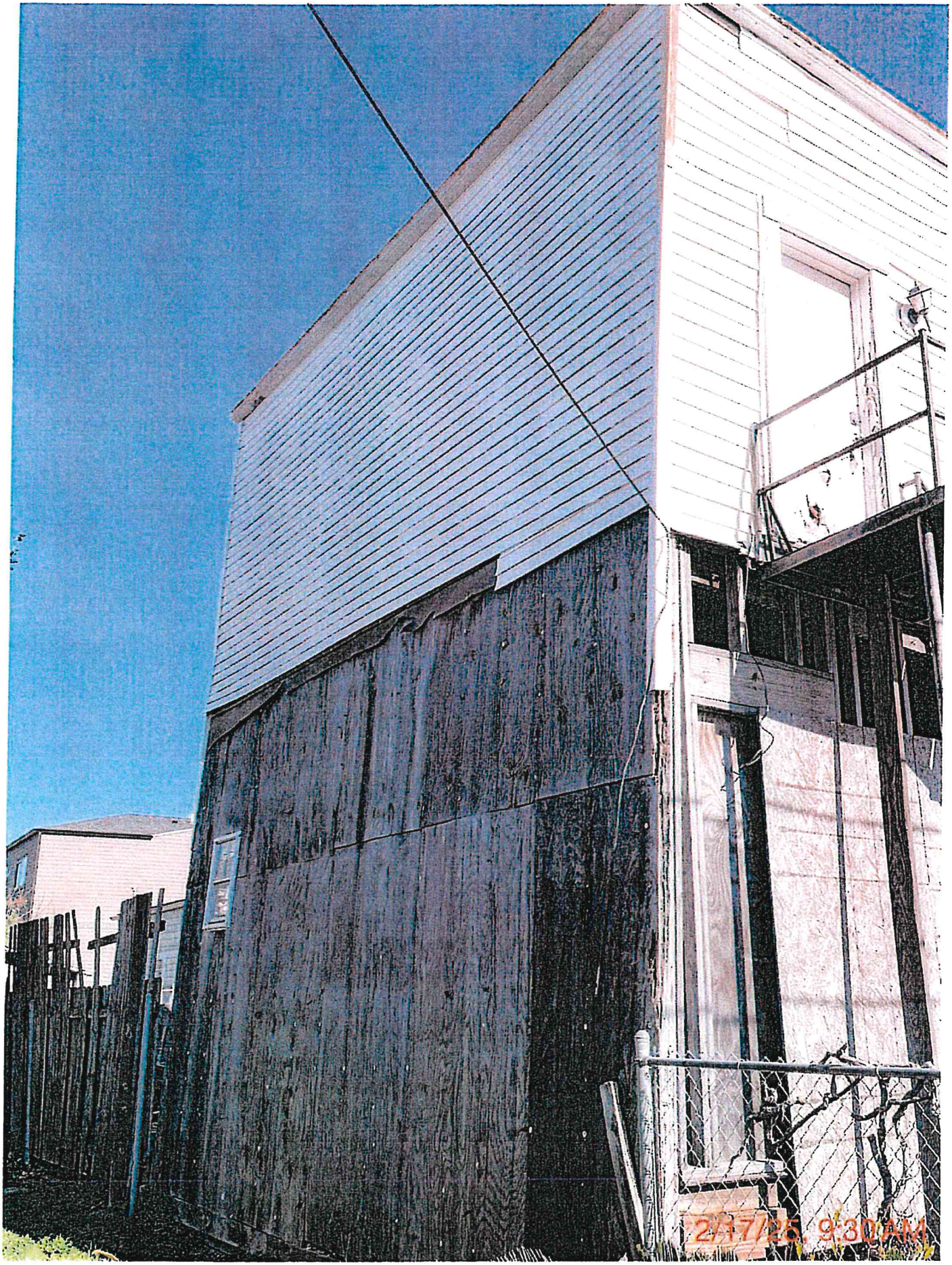
2/17/25, 9:29 AM

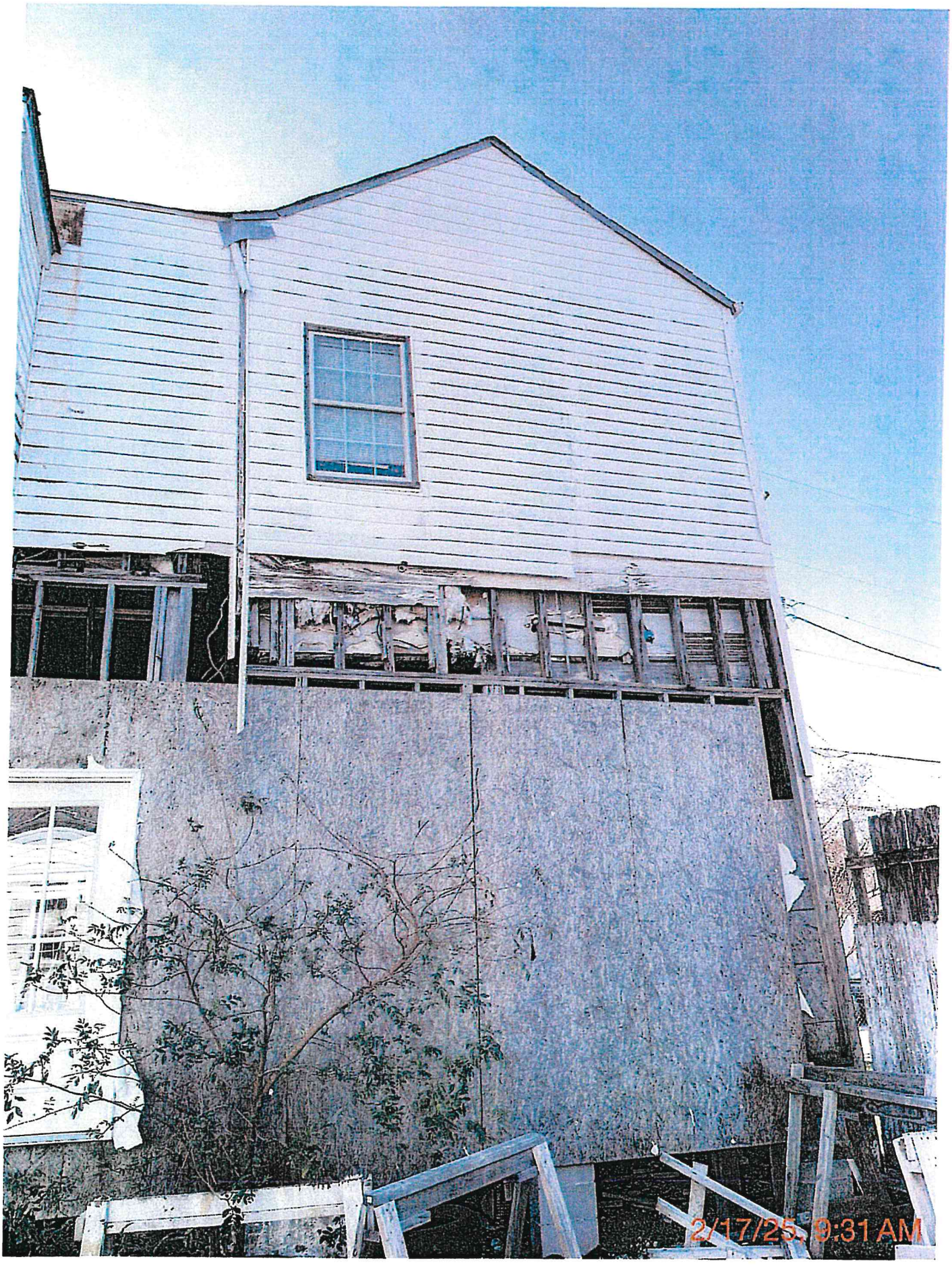
2/17/25, 9:29 AM


2/17/25, 9:30 AM


2/17/25, 9:31 AM


2/17/25, 9:31 AM


2/7/25, 9:30 AM


2/17/25, 9:31 AM

Orleans Parish, LA

Summary

Parcel ID	2100-STANDREWST
Tax Bill Number	412204718
Municipal District	4
Location Address	2100 ST ANDREW ST
Property Class	C - COMMERCIAL
Special Tax District	
Subdivision Name	
Zoning District	Show Viewer (41037406)
Land Area (sq ft)	2400
Building Area (sq ft)	2631
Revised Bldg Area (sq ft)	0
Square	297
Book	03
Lot/Folio	1/006
Line	009
Legal Description	1. SQ 297 LOT 2 ST ANDREW 30X80 2. LOT 1 ST ANDREW & S SARATOGA 3. 30X80 FILE #10909 4. 3/APTS & LAUNDRY MAT 5. 8/DRYES/11/WASHERS
Assessment Area	CENTRAL CITY COM 42 Show Assessment Area Map
Parcel Map	Show Parcel Map



Bldg 2631 (Sqft)

SDER

Owners

R2H PROPERTIES LLC
C/O JON FAHEY
2005 PAINTERS STREET
NEW ORLEANS LA 70117

Notices

2023 Assessment Notice (PDF) | 2024 Assessment Notice (PDF)

Quick Links

Estimate Taxes | Tax Information | Historical Property Tax Bills

Valuation

		2025 Certified	2024 Certified	2023 Certified
	Land Value	$36,000	$36,000	$19,200
+	Building Value	$229,200	$229,200	$270,800
=	Total Value	$265,200	$265,200	$290,000
	Assessed Land Value	$3,600	$3,600	$1,920
+	Assessed Building Value	$28,650	$28,650	$33,850
=	Total Assessed Value	$32,250	$32,250	$35,770
-	Homestead Exemption Value	$0	$0	$0
=	Taxable Assessment	$32,250	$32,250	$35,770
	Special Assessment Treatment			
	Age Freeze			
	Disability Freeze			
	Assessment Change			
	Tax Contract			

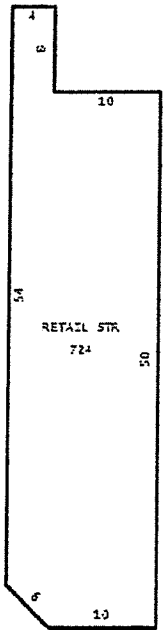
Sales

Sale/Transfer Date	Price	Grantor	Grantee	Notarial Archive Number	Instrument Number
9/11/2023	$0	R2H PROPERTIES LLC	R2H PROPERTIES LLC	202332624	733621
8/6/2021	$290,000	2100 ST. ANDREW STREET, LLC	R2H PROPERTIES LLC	202135648	698197
4/11/2007	$126,000	SEARS INC	2100 ST. ANDREW STREET, LLC	07-20129	343562
1/1/1990	$9,500			071911	000000000
10/27/1983	$60,000			00000000	000000000
7/20/1982	$60,000			11021983	000000000

Photos



Sketches

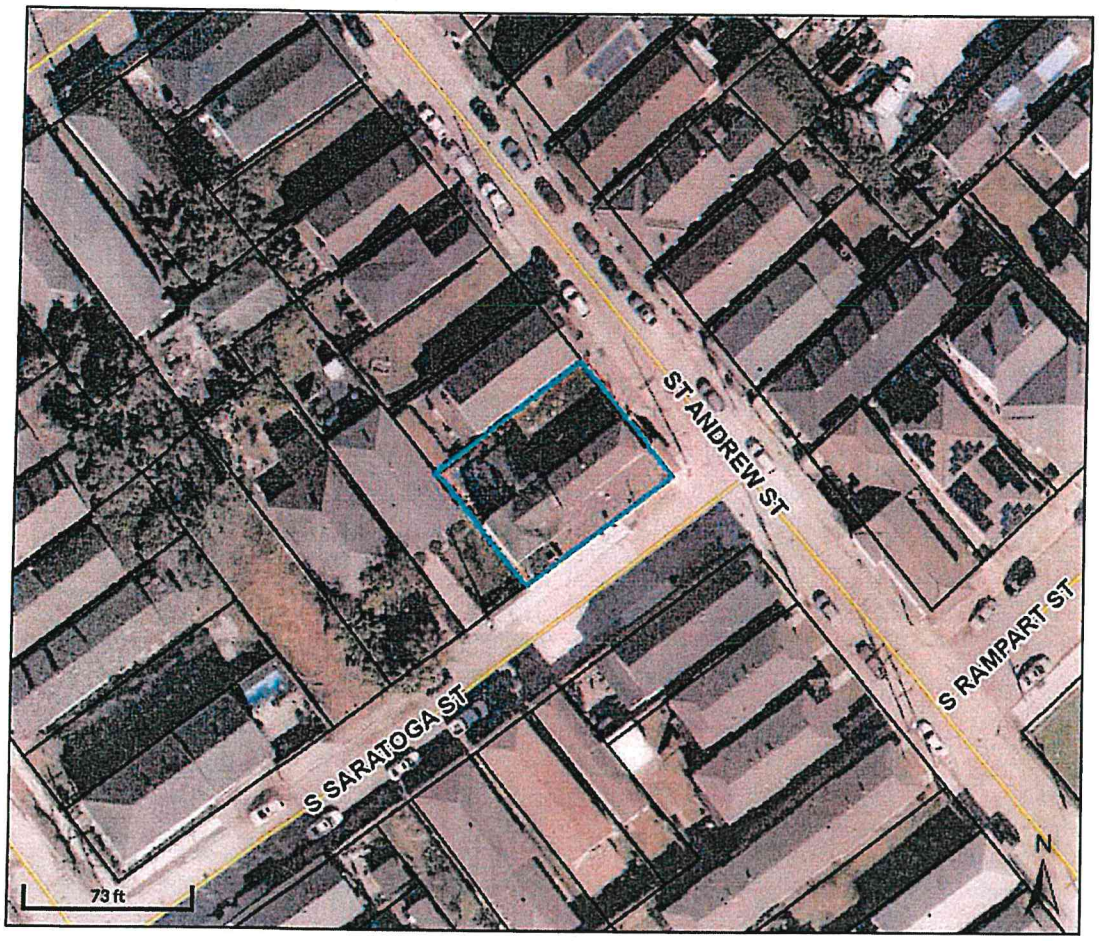


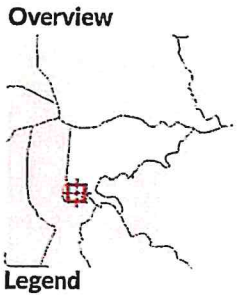
No data available for the following modules: Change Orders.

User Privacy Policy GDPR Privacy Notice
Last Data Upload: 1/14/2025, 5:17:42 AM

SCHNEIDER GEOSPATIAL

Orleans Parish, LA





Parcel	2100-STANDREWST	**Location Address**	2100 ST ANDREW ST	**Land Value**	$36,000	**Last 2 Sales**			
				Building Value	$229,200	**Date**	**Price**	**Grantor**	**Grantee**
Class	C	**Owner Address**	R2H PROPERTIES LLC C/O JON FAHEY 2005 PAINTERS STREET NEW ORLEANS LA 70117			9/11/2023	0	R2H PROPERTIES LLC	R2H PROPERTIES LLC
Land Use Code	488			**Total Value**	$265,200				
Land Area (sq ft)	2,400			**Taxable Assessment 2025**	$32,250				
						8/6/2021	$290000	2100 ST. ANDREW STREET, LLC	R2H PROPERTIES LLC
Building Area (sq ft)	2,631			**Certified**					

Date created: 1/14/2025
Last Data Uploaded: 1/14/2025 6:17:42 AM

Developed by SCHNEIDER GEOSPATIAL

ADMINISTRATIVE JUDGMENT

CITY OF NEW ORLEANS
DEPARTMENT OF CODE ENFORCEMENT
DEPARTMENT OF HEALTH
DEPARTMENT OF SAFETY AND PERMITS
DEPARTMENT OF SANITATION
HISTORIC DISTRICT LANDMARKS COMMISSION
VIEUX CARRE COMMISSION
FOR
HISTORIC, ZONING, MINIMUM PROPERTY MAINTENANCE, HEALTH, SANITATION, AND BUILDING VIOLATIONS

Case Number: 23-03859-MPM **Monday, July 1, 2024**

CITY OF NEW ORLEANS
VS

R2H Properties LLC

Owner(s) of
2100 St Andrew St

Considering the record of the administrative proceeding on this case held on **Monday, July 1, 2024**, judgment is hereby rendered that you are liable of the violations alleged on 12/14/2023, at your property located at **2100 St Andrew St, District 4, Square 297, Lot 1, 2, Tax Bill Number** .

You are hereby notified of this Administrative Judgment that the property is determined liable in violation of the Code of the City of New Orleans in accordance with the findings below.

You are further notified that a hearing cost of **$125.00** was assessed in addition to the fine associated with each code violation.

Violation	Finding	Fine	Correction
CCNO 26-157 - 157 Sanitation	Guilty 157 Sanitation	$500.00	Remove All Trash and Debris
CCNO 26-160(a) - 160 Weeds and Plant Growth	Guilty 160 Weeds and Plant Growth	$100.00	Cut and Remove Cuttings
CCNO 26-163 - 163 Accessory Structures	Dismissed 163 Accessory Structures	$0.00	N/A
CCNO 26-163 - 163 Fences and Walls	Guilty 163 Fences and Walls	$500.00	Maintain in good condition
CCNO 26-167(a) - 167 Exterior	Guilty	$300.00	Maintain in good

Surfaces	167 Exterior Surfaces		condition
CCNO 26-167(b) - 167 Paint or Protective Treatment	Guilty 167 Paint or Protective Treatment	$100.00	Apply Protective Treatment
CCNO 26-167(c) - 167 Siding and Masonry	Guilty 167 Siding and Masonry	$100.00	Maintain in good condition
CCNO 26-169 - 169 Structure	Guilty 169 Structure	$250.00	Maintain in good condition
CCNO 26-169 - 169 Studs	Guilty 169 Studs	$250.00	Maintain in good condition
CCNO 26-169 - 169 Columns	Dismissed 169 Columns	$0.00	N/A
CCNO 26-171 - 171 Exterior Walls	Guilty 171 Exterior Walls	$250.00	Maintain in good condition
CCNO 26-171 - 171 Weatherboards	Guilty 171 Weatherboards	$250.00	Repair or Replace
CCNO 26-172 - 172 Gutters and Downspouts	Guilty 172 Gutters and Downspouts	$250.00	Maintain in good condition
CCNO 26-176 - 176 Stairways	Guilty 176 Stairways	$250.00	Maintain in good condition
CCNO 26-176 - 176 Decks Porches and Balconies	Dismissed 176 Decks Porches and Balconies	$0.00	N/A
CCNO 26-178 - 178 Handrails and Guardrails	Dismissed 178 Handrails and Guardrails	$0.00	N/A
CCNO 26-179 - 179 Windows	Guilty 179 Windows	$250.00	Repair or Replace
CCNO 26-179 - 179 Door Frames	Dismissed 179 Door Frames	$0.00	N/A
CCNO 26-181 - 181 Doors	Dismissed 181 Doors	$0.00	N/A
CCNO 26-182 - 182 Gates	Dismissed 182 Gates	$0.00	N/A
CCNO 26-241 - 241 Abatement by Boarding	Dismissed 241 Abatement by Boarding	$0.00	N/A

IT IS FURTHER ORDERED based on the aforementioned violation(s), the facts establish the property unsafe to a person or property; a fire hazard; a hazard to the public health; a public nuisance; dangerous to a person or property because of the violations which justify abatement by demolition, and DEMOLITION IS HEREBY ORDERED.

Based on the aforementioned violation(s) is of such a nature that the unoccupied property creates an uninhabitable and hazardous condition that threatens the public health and safety and that the property is therefore deemed a blight and public nuisance, pursuant to Sections 26-236 and 26-237 of the Code of the city of New Orleans.

We submit to you that blight is not only the physical deterioration of the property but also the negative impact on the community the eyesore in the community.

You are hereby ordered to abate all of the aforementioned violation(s) in the manner provided herein within thirty (30) days of the mailing of this order.

IT IS ORDERED you are commanded to correct the above violations and remit **$3,475.00** within thirty (30) days of the mailing of this judgment.

You are hereby notified that each day a violation continues after the ordered abatement period concludes shall be deemed a separate offense, subjecting you to an additional penalty of $500.00 per day, for each day the aforementioned violation(s) continue. The daily penalties shall begin accruing the day after the abatement period expires and will continue accruing daily, per violation, for one year, or until the violations are corrected, whichever occurs first. A violation is not deemed to be corrected until you submit proof of compliance with the ordered abatement measure as provided herein to the appropriate enforcement agency.

Proof of compliance must be submitted with your payment. Payment must be sent by postal money order or cashier's check made payable to the City of New Orleans at the following address:

City of New Orleans
Department of Code Enforcement
1340 Poydras Street, Suite 1100
New Orleans, LA 70112

Failure to remit **$3,475.00** within thirty (30) days and present proof of compliance will result in this Notice of Administrative Judgment being recorded against the property, which results in a recordation fee of **$135.00** for a total payment of **$3,610.00** which shall constitute a lien and privilege, and subject you to further enforcement action.

The lien and privilege shall secure all fines, fees, costs and penalties that are assessed herein. Pursuant to the Code of the City of New Orleans Chapter 6 Section 39, failure to pay the lien will result in a Code Enforcement lien on the tax bill and only when all outstanding municipal liens are satisfied in full shall monies be applied towards an immovable property's ad valorem taxes. Additionally, failure to satisfy this judgment may result in the sale of the property at a public auction.

If you fail to comply with all of the ordered abatement measures or corrections within the time-frame ordered by the hearing officer, the City may petition for enforcement of the ordered abatement measures in Municipal Court, which may result in punishment by imprisonment. The City is also authorized to contract or to perform any abatement measure(s) ordered, any costs of which will constitute an additional lien on your property.

You have the right to appeal this decision by filing a petition with the Civil District Court for the Parish of Orleans within thirty (30) days of the mailing of this Notice of Administrative

Judgment in accordance with the Code of the City of New Orleans Ch. 6 Sec. 41 and La. R.S. 13:2575(H). Notice of appeal under this subsection shall not stay the enforcement and collection of the judgment unless the person who files the appeal furnishes security prior to filing notice of appeal.

IT IS FURTHER ORDERED security is fixed at $3,475.00. Payment of which must be remitted in the Department of Code Enforcement on behalf of the Department of Finance prior to filing suit in Civil District Court to stay further enforcement action by the City.

Judgment rendered July 1, 2024

Judgment signed July 1, 2024

Maria Julianna Auzénne
Administrative Hearing Officer
Case Number: 23-03859-MPM

Notice to Proceed

Date: February 18, 2025

Contractor: Durr Heavy Construction, LLC
817 Hickory Ave.
Harahan, LA 70123

Property Address: **2100 St. Andrew St.**

Dear Tommy Bourgeois,

Pursuant to the Agreement signed on March 30,2020 you are hereby notified to proceed with the Public Nuisance demolition work on the property captioned above. In no event shall you begin demolition until all State and/or Federal Environmental Protection Agency requirements, approvals and procedures Germaine to this demolition work have been obtained and can be fully complied with. Upon receipt of this notice, you are responsible for the demolition work on the said building under the terms and condition of the Agreement, Specifications and Plans, if any. Please note that this scope of services shall commence within seventy-two (72) hours subsequent to the issuance of a demolition permit by the City, which shall be filed for within forty-eight (48) hours of receipt of this notice and shall be completed within two (2) calendar days, unless an extension is authorized by the City.

Please acknowledge acceptance of this notice in the space provided below.

_____ Date_____
Contractor

Kimberly Rea Date 2/18/2025
Department of Code Enforcement-
Demolition Coordinator

Notice of Demolition Permit Application

2100 St. Andrew St.

This notice serves as notification of a demolition permit application being filed for the entire building at the above noted address. This property is located in **City Council District B.**

For additional information or concerns, please contact the following Council Member:

Council Member Lesli Harris
City Hall, Room 2W10
1300 Perdido Street
New Orleans, LA 70112
Phone: (504) 658-1020
Fax: (504) 658-1025
Lesli.Harris@nola.gov

1/29/25, 10:12 AM

MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ANTHONY T. DAVIS
DIRECTOR

1/28/2025

2100 St. Andrew St.

Notification of Intent to Demolish

THIS IS THE ONLY NOTIFICATION YOU WILL RECEIVE

Dear Owner and/or Interested Party: **2100 St. Andrew St.**

Your appeal period has elapsed for the Administrative Judgment rendered against **2100 St. Andrew St.** on, Case No. **23-03859-MPM** wherein fines were assessed, and demolition was ordered.

This letter serves as official notification of the City of New Orleans' Intent to Demolish, since the property remains in violation. The city is now acting at the owner's expense. The owner will be billed for the demolition and responsible for any fines assessed during the violation period.

You have ten (10) days from the date of this notice to collect any personal belongings. Failure to timely remove any items will result in the contents being hauled away with the disposal of the demolition debris.

Notification of Intent to Demolish will be posted on the City's website at ***www.nola.gov***, as well as published in the Times-Picayune newspaper. Additionally, a notice will be posted at the entrance of the structure being demolished 48 hours prior to demolition. If you have additional questions, feel free to contact this office at (504) 658-5050.

IF YOU DO NOT HAVE AN INTEREST IN THE ABOVE REFERENCED PROPERTY, DISREGARD THIS NOTICE.

Prior to demolition, your property may require approval from Neighborhood Conservation District Committee or Historic District Landmarks Commission

DO NOT REMOVE

1340 POYDRAS STREET | SUITE 1100 | NEW ORLEANS, LOUISIANA 70112
PHONE 504-658-4290

1/29/25, 10:12 AM

REO, LLC
927 POEYFARRE STREET
NEW ORLEANS, LOUISIANA 70130

August 8th, 2025

Ms. Aisha R. Collier
Assistant Clerk of Council
1300 Perdido Street, Rm. 1E09

RE: Ordinance 28574 Extension Request

Dear Ms. Collier,

On behalf of REO, LLC, I am requesting an extension of the Affordable Housing Planned Development (AHPD) for the project at 2256 Baronne Street, under Ordinance #28574.

Per Section 3 (pg. 8) of the ordinance, construction must begin within three (3) years from the date the CPC Executive Director approved the Planned Development. That approval is dated 9/30/2022, making the expiration date 9/30/2025.

The project is scheduled to start construction on 12/01/2025 and requests a one-year extension, through 9/30/2026.

Please let me know if any additional information or documentation is needed to process this request.

Sincerely,
Nicole Nelson

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: December 3, 2020

CALENDAR NO. 33,190

NO. 28574 MAYOR COUNCIL SERIES

BY: COUNCILMEMBER BANKS

AN ORDINANCE to grant an Affordable Housing Planned Development in an HU-RM1 Historic Urban Multi-Family Residential District, on Square 264, Lot 30 or Lots 30 and 2, in the Fourth Municipal District, bounded by Baronne Street, Philip Street, Jackson Avenue, and Brainard Street (Municipal Address: 2256 Baronne Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 71/20 was initiated by Housing Authority of New Orleans and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of an Affordable Housing Planned Development in its report to the City Council dated September 21, 2020, presented in **Zoning Docket 71/20**; and

WHEREAS, the recommendation of the City Planning Commission was upheld and the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, subject to one (1) exception and seventeen (17) provisos as stated in Motion Number M-20-388 of the Council of the City of New Orleans on November 19, 2020.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That an Affordable Housing Planned Development in an HU-RM1 Historic Urban Multi-Family Residential District, on Square 264, Lot 30 or Lots 30 and 2, in the Fourth Municipal District, bounded by Baronne Street, Philip Street, Jackson Avenue, and Brainard Street (Municipal Address: 2256 Baronne Street); is hereby authorized and approved, subject to the following exception and provisos, as specifically set forth herein:

EXCEPTION:

1. The development shall be granted an exception of **Article 11, Section 11.3** and **Table 11-2A**, which limits multi-family residential building height to forty feet (40') and no more than three (3) stories, to permit the development to have a height of forty-nine feet (49') and four (4) stories.

PROVISOS:

No person shall use any of the properties described herein or permit another to use any of those properties described herein for the use authorized by this ordinance, unless the following requirements are met and continue to be met:

1. The development shall be in accordance with, and submit evidence of, all affordable housing requirements outlined in **Article 5, Section 5.10** of the Comprehensive Zoning Ordinance, including:
   a. Affordable housing units shall be either rental affordable housing or homeownership affordable housing.
   b. The development shall contain ten percent (10%) of units up to the sixty percent (60%) Area Median Income level.
   c. The affordable housing units shall be located on-site within the same structure as the market rate dwelling units. The affordable units shall be spread throughout the development and not clustered on one floor or in one area of the development.
   d. The affordable housing units shall be comparable to the market-rate housing units in terms floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.

e. The bedroom mix (i.e. the number of bedrooms) of the affordable housing units shall be proportional to the market-rate housing units.

f. The obligation to provide and maintain a specified amount of affordable housing in a development shall run with planned development designation containing such site for not less than ninety-nine (99) years.

g. The residents of the affordable housing units shall have access to the same amenities as the residents of the market-rate housing units.

2. The developer shall submit an Affordable Housing Impact Statement (AHIS) for review and approval by City Planning Commission staff. The AHIS shall provide the following information:

a. The number of units added at the Area Medium Income Levels (AMI) at or below eighty percent (80%) and sixty (60%) Area Median Income.

b. The bedroom mix of the unit is to be added or removed (1, 2, 3, 4, etc. bedrooms).

3. In accordance with **Article 11, Section 11.3.B Building Design Standards** of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate that the proposed plans are complaint with all the requirements of the building design standards found in **Section 11.3.B**. This would include reinstating the curb to provide for on-street parking adjacent to the site, providing safe pedestrian access, and other modifications as necessary. This would also include provisions to ensure all shutters shall be operational and sized to fit windows.

4. The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with **Article 23, Section 23.3.B** of the Comprehensive

Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:

a. The genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights-of-way within the site, with applicable remarks and details.

b. Compliance with all applicable landscape regulations in **Article 23** and elsewhere in the Comprehensive Zoning Ordinance including building foundation landscaping in **Article 23, Section 23.6.A.**

c. Any proposed planting in the public right-of-way shall require the approval of the Department of Parks and Parkways.

5. The plans submitted to the City Planning Commission for final approval shall indicate the type, locations, and height of any and all exterior lighting. Any proposed exterior lighting shall comply with standards of **Article 21, Section 21.5** of the Comprehensive Zoning Ordinance.

6. The plans submitted to the City Planning Commission for final approval shall indicate the type, location, size, and materials of all signage. All signage shall conform to the requirements of **Article 24** of the Comprehensive Zoning Ordinance, subject to the review and approval of the City Planning Commission staff.

7. In accordance with **Article 23, Section 23.13.A** of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate the location of the trash receptacle which may be within an enclosed structure or screened by a seven foot (7') opaque fence with latching gates. At no time, excepting trash collection days, shall trash be stored as to be visible from the public rights-of-way.

8. The developer shall replace and/or repair the sidewalk and curb adjacent to the subject site. The developer shall secure the approval of the Department of Public Works for any improvements to the adjacent public right-of-way, including sidewalks, curbing, and curb cuts, and any other modifications to the surrounding public rights-of-way. When submitting plans to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works.

9. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the planned development process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.4.I.2** of the Comprehensive Zoning Ordinance will void the planned development approval.

10. The developer should submit revised site plans to improve safety and circulation within the off-street parking area. The design of vehicle parking spaces, driveways, and curb cuts shall comply with the requirements as set forth in **Article 22, Section 22.8** and **Article 22, Section 22.11** of the Comprehensive Zoning Ordinance. This includes the provision of at least eleven (11) off-street parking spaces at all times.

11. At least eighty percent (80%) of the required bicycle parking spaces shall be long term bicycle spaces, which comply with the location and design standards in **Section 22.9.A** and **Section 22.9.B.**

12. The operator and/or developer shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added: The security plan shall include the provision of exterior security cameras.

The exterior security cameras shall maintain recordings for a period not less than ninety (90) days, and any recordings shall be made available to the Department of Safety and Permits upon request. At no time may an exterior camera be out of service for a period longer than ninety (90) days. Required exterior security cameras shall be part of the SafeCam Platinum initiative and integrated with the City of New Orleans Real-Time Crime Center.

13. Short-term rentals shall be prohibited at this development.

14. Developer shall place signage inside and outside the building indicating the name and contact information for a property manager, who shall be accessible at all times. Such signs must be posted in a visible location near all entryways.

15. The developer shall submit a litter abatement program letter to the Department of Sanitation for review and approval. The letter shall be inclusive of the stated location of trash storage out of the public right-of-way, the type and quantity of trash receptacles, the frequency of litter pickup, and the clearing of litter from the adjacent right-of-way, as necessary. The name and phone number of the on-site manager shall be included in this letter to be kept on file in case of any violation.

16. Loitering in front of the structure or in the adjacent rights-of-way shall be prohibited. Developer shall place signage in a visible location near all entryways reminding residents and visitors that loitering is prohibited.

17. Decorative elements having historically functional purposes, such as shutters, balconies, windows, and doors, shall be operational.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subject to a

fine or to imprisonment or both, such fine and/or imprisonment set by Section 1-13 of the Code of the City of New Orleans, or should alternatively be subject to whatever civil liabilities, penalties or remedies the law may prescribe. Conviction shall be cause for the immediate cancellation of the Use and Occupancy permit of the premises.

SECTION 3. This ordinance shall have the legal force and effect of authorizing this Affordable Housing Planned Development only after all the provisos listed in Section 1 of this Ordinance which impose a one-time obligation have been completely fulfilled and complied with, and only after all the provisos listed in Section 1 which impose a continuing or on-going obligation shall have begun to be fulfilled, as evidenced by the Planning Commission's approval of a final site plan, which shall be submitted within one (1) year of adoption of this Affordable Housing Planned Development ordinance by the City Council. The Executive Director of the City Planning Commission shall verify that the development plan incorporates all conditions set forth in the ordinance authorizing the Affordable Housing Planned Development, and shall sign the plan to indicate final plan approval. The final approval plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans within thirty (30) days of the date of final approval, with evidence of such recordation being submitted to the City Planning Commission. No use or occupancy certificates or permits (other than the building permits needed to fulfill the provisos) shall be issued until all the provisos which impose a one-time obligation have been completely fulfilled and complied with, and only after all the provisos listed in Section 1 which impose a continuing or ongoing obligation shall have begun to be fulfilled, as evidenced by the Planning Commission's approval of a final site plan (which shall be incorporated into this ordinance by reference) and its subsequent recordation. If the development plan is not approved and recorded within the timeframes provided herein, this ordinance shall be null and void with no legal force or

binding effect. Furthermore, if the development or construction of the Affordable Housing Planned Development authorized herein is not commenced within three (3) years from the date that the Executive Director of the City Planning Commission approves the Planned Development, or legally extended, as contemplated by Section 4.4.I.2 of the Comprehensive Zoning Ordinance, the provisions of this Ordinance shall be null and void with no legal force or binding effect.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS JAN 14 2021

HELENA MORENO
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON JAN 15 2021

APPROVED: JAN 19 2021

LATOYA CANTRELL
MAYOR

RETURNED BY THE MAYOR ON JAN 21 2021 AT 10:25 AM

LORA W. JOHNSON
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS: Banks, Brossett, Giarrusso, Gisleson Palmer, Nguyen - 5

NAYS: 0

ABSENT: Moreno - 1

RECUSED: 0

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY
Lora W. Johnson
CLERK OF COUNCIL

MOTION

(AS CORRECTED)

NO. M-20-388

CITY HALL: November 19, 2020

BY: COUNCILMEMBER BANKS

SECONDED BY: COUNCILMEMBER NGUYEN

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the report and **favorable recommendation,** of the City Planning Commission on **ZONING DOCKET NO. 71/20 – HOUSING AUTHORITY OF NEW ORLEANS** – Requesting an Affordable Housing Planned Development in an HU-RM1 Historic Urban Multi-Family Residential District, on Square 264, Lot 30 or Lots 30 and 2, in the Fourth Municipal District, bounded by Baronne Street, Philip Street, Jackson Avenue, and Brainard Street (Municipal Address: **2256 Baronne Street**), is hereby **approved**. Accordingly, the Applicant's request is **granted** subject to one (1) exception and eleven (11) provisos as provided in the City Planning report, with amendments to Proviso Numbers three (3) and ten (10) with the addition of six (6) provisos, for a total of one (1) exception and seventeen (17) provisos as follows:

* * *

3. In accordance with Article 11, Section 11.3.B Building Design Standards of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate that the proposed plans are complaint with all the requirements of the building design standards found in Section 11.3.B. This would **include** reinstating the curb to provide for on-street parking adjacent to the site, providing safe pedestrian access, and other

shutters shall be operational and sized to fit windows.

* * *

10. The applicant should submit revised site plans to improve safety and circulation within the off-street parking area. The design of vehicle parking spaces, driveways, and curb cuts shall comply with the requirements as set forth in Article 22, Section 22.8 and Article 22, Section 22.11 of the Comprehensive Zoning Ordinance. **This includes the provision of at least eleven (11) off-street parking spaces at all times.**

* * *

12. The operator and/or developer shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following added:

    The security plan shall include the provision of exterior security cameras. The exterior security cameras shall maintain recordings for a period not less than ninety (90) days, and any recordings shall be made available to the Department of Safety and Permits upon request. At no time may an exterior camera be out of service for a period longer than ninety (90) days. Required exterior security cameras shall be part of the SafeCam Platinum initiative and integrated with the City of New Orleans Real-Time Crime Center.

13. Short-term rentals shall be prohibited at this development.

14. Developer shall place signage inside and outside the building indicating the name and contact information for a property manager, who shall be accessible at all times. Such signs must be posted in a visible location near all entryways.

15. The applicant shall submit a litter abatement program letter to the Department of Sanitation for review and approval. The letter shall be inclusive of the stated location of trash storage out of the public right-of-way, the type and quantity of trash receptacles, the frequency of litter pickup, and the clearing of litter from the adjacent right-of-way, as necessary. The name and phone number of the on-site manager shall be included in this letter to be kept on file in case of any violation.

16. Loitering in front of the structure or in the adjacent rights-of-way shall be prohibited. Developer shall place signage in a visible location near all entryways reminding residents and visitors that loitering is prohibited.

17. Decorative elements having historically functional purposes, such as shutters, balconies, windows, and doors, shall be operational.

* * *

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: **Banks, Brossett, Giarrusso, Gisleson Palmer, Nguyen - 5**

NAYS: **0**

ABSENT: **Moreno, Williams - 2**

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY:
Lora W. Johnson
CLERK OF COUNCIL

G:\DoCS\NAOMI\COUNCIL\ROLL CALL\M-20-388.docx

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112

Land Records Division
Telephone (504) 407-0005

RECEIVED
NOV 10 2022
BY:

Chelsey Richard Napoleon

Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2022-43141

Recording Date: 11/9/2022 12:02:37 PM

Document Type: APPROVED ZONING PLANS

Addtl Titles Doc Types:

Conveyance Instrument Number: 719306

Filed by: REO, LLC
927 POEYFARRE ST
NEW ORLEANS LA 70130

CITY PLANNING COMMISSION

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

Friday, September 30, 2022

Hon. Chelsey Richard Napoleon
Civil District Court Clerk
Parish of Orleans
Fourth Floor, Amoco Building
1340 Poydras Street
New Orleans, LA 70112

Re: Approved plans for Zoning Docket 071/20

Approval of final development plans for an Affordable Housing Planned Development

Dear Ms. Napoleon:

Attached you will find two (2) sets of the approved plans as referenced above.

The subject property includes: Square 264, Lot 30 or Lots 30 and 2, in the Fourth Municipal District bounded by Baronne Street, Philip Street, Jackson Avenue, and Brainard Street. The municipal address is 2256 Baronne Street.

According to our records the property is owned by: Housing Authority of New Orleans

Please record the drawings as required. Should you need any additional information please feel free to contact me.

Sincerely,

Robert D. Rivers
Executive Director

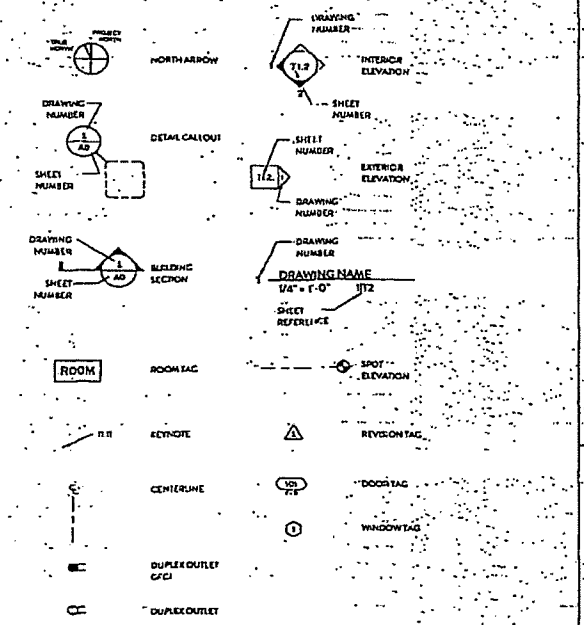
RR/sk

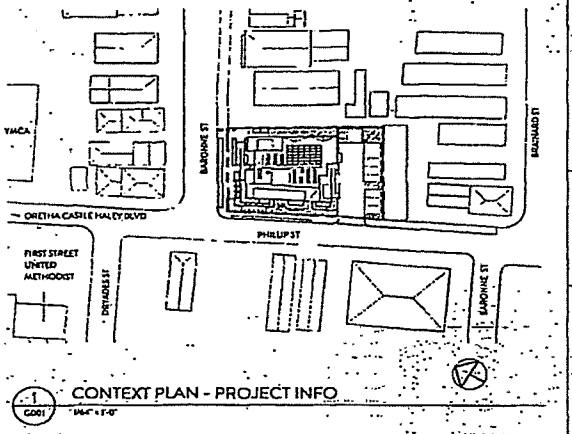
Chelsey Richard
CLERK OF CIVIL DIST
INST #: 2022-43141
11/09/20
TYPE: ZONE 18
CIN#: 7193

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
BFE	BASE FLOOD ELEVATION
BFF	BELOW FINISHED FLOOR
BO	BOTTOM OF
CL	CENTERLINE
CLG	CEILING
CMU	CONCRETE MASONRY UNIT
CONT.	CONTINUOUS
DW	DISHWASHER
EA	EACH
EQ	EQUAL / EQUALS
EXT	EXTERIOR
EXP	EXPOSURE
FEC	FIRE CABINET
FF	FINISH FLOOR
FFE	FINISH FLOOR ELEVATION
FIN	CLEAR FINISHED DIMENSION
FL	FLOOR
FDC	FIRE DEPARTMENT CONNECTION
FOF	FACE OF FINISH
FOS	FACE OF STUD
GALV	GALVANIZED
GA	GAUGE
GC	GENERAL CONTRACTOR
GYP BD	GYPSUM BOARD
GWB	GYPSUM BOARD
IBC	INTERNATIONAL BUILDING CODE
ICC	INTERNATIONAL CODE COUNCIL
MAX	MAXIMUM
MIN	MINIMUM
M.O.	MASONRY OPENING
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NPS	NATIONAL PARK SERVICE
NTS	NOT TO SCALE
OC	ON CENTER
OSFM	OFFICE OF STATE FIRE MARSHAL
OFCI	OWNER PROVIDED, CONTRACTOR INSTALLED
OPOI	OWNER PROVIDED, OWNER INSTALLED
PTD	PAINTED
RO	ROUGH OPENING
RD	ROOF DRAIN
REF	REFER
REF	REFRIGERATOR
REQ	REQUIRED
RCP	REFLECTED CEILING PLAN
SAFF	SELF-ADHERED FLEXIBLE FLASHING
SMANCA	SHEET METAL AND AIR CONDITIONERS NATIONAL ASSOCIATION
SPEC	SPECIFICATION
SIM	SIMILAR
SHPO	STATE HISTORIC PRESERVATION OFFICE
TBD	TO BE DETERMINED
TO	TOP OF
TOS	TOP OF STEEL
TOFF	TOP OF FINISHED FLOOR
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VIF	VERIFY IN FIELD
VPAB	VAPOR PERMEABLE AIR BARRIER
WD	WOOD
WRB	WATER RESISTIVE BARRIER

GRAPHIC SYMBOLS





1 / G001 — CONTEXT PLAN - PROJECT INFO — 1" = 1'-0"

PROJECT DIRECTORY

OWNER
STEVEN KENNEDY
MANAGING MEMBER
RED, LLC DBEAL ESTATE INVESTMENTS, LAND USE, INCENTIVES
STEVENKENNEDYNOLA@GMAIL.COM
(504)793-2082

ELECTRICAL
JOLLY CONSULTANTS, INC.
39 ROYAL PALMS DR., SUITE 100
KENNER, LA. 70065
PHONE 504-226-6044

SUSAN JOLLY
JOLLYCON@GMAIL.COM

PLUMBING + MECHANICAL
MG ENGINEERING, LLC
P.O. BOX 58831
NEW ORLEANS, LA. 70158, US
PHONE: 504-233-3736

NOEL GRENELSON
NEIL@MGENOLA.COM

ARCHITECT
STUDIOWTA LLC (WTA)
7043 CANAL BLVD
NEW ORLEANS, LA 70124
OFFICE: 504.327.2349

TRACIE ASHE, AIA
PARTNER | ARCHITECT
TRACIE@STUDIOWTA.COM

STRUCTURAL + CIVIL ENGINEER
CARRUBA ENGINEERING
3400 HESSEMER AVE.
METAIRIE LA 70003
504-888-1490
WWW.CARRUBAENGINEERING.COM

ROY CARRUBA, P.E.
STRUCTURAL ENGINEER
ROY@CARRUBAENGINEERING.COM

MATTHEW DAUPHIN, P.E., M.ASCE
LEAD CIVIL ENGINEER
MATT@CARRUBAENGINEERING.COM

LANDSCAPE ARCHITECT
SPACKMAN MOSSOP MICHAELS
1834 SOPHIE WRIGHT PLACE
NEW ORLEANS LA 70130
504-781-8991
SPACKMAN@MOSSOPMICHAELS.COM

WES MICHAELS
WES@SMMA.STUDIO

AHPD IZ REQUIREMENTS

BEDROOM MIX	TOTAL NUMBER OF UNITS	# OF REQUIRED AFFORDABLE UNITS
ONE BEDROOM	17	2
TWO BEDROOM	5	1

* 1) SEE FLOOR PLANS FOR UNITS LABELED "AHPD IZ" FOR LOCATIONS.
* 2) ALL UNITS ARE INTENDED TO REMAIN AFFORDABLE AS DEFINED BY THE CITY ZONING ORDINANCE BUT THE SPECIFIED REQUIRED 10% MINIMUM ARE LABELED ON THE PLANS.

PROJECT INFO

ADDRESS	3258 BARONNE ST
ZONING	HU-MU AFFORDABLE HOUSING PLANNED DEVELOPMENT (AHPD)
HDLC	NONE
NATIONAL HISTORIC	CENTRAL CITY / FILTO HC DISTRICT
OVERLAY	NONE
BUILDING HEIGHT	49 FEET
OCCUPANCY	R-2, MULTI-FAMILY RESIDENTIAL
CONSTRUCTION TYPE	TYPE III
PARCEL INFO	SQ 264 LOT 30
ACCESSORY STRUCTURE	N/A
SPRINKLERED	NFPA 13R SYSTEM
FLOOD ZONE	PER SURVEY (ZONE X) - SEE BENCHMARK FOR BFE
TOTAL PROPERTY AREA	APPROX 14,383 SF (PER SURVEY)
BUILDING STORIES	4 STORIES
PROGRAM	22 RESIDENTIAL UNITS AND GROUND LEVEL COMMUNITY ROOM
BUILDING FOOTPRINT	APPROX 8,200 SF
PARKING	11 SPACES
TOTAL BUILDING AREA	APPROX 20,000 SF (SEE SITE PLAN FOR ZONING CALCULATIONS)
APPLICABLE CODES	LOUISIANA STATE UNIFORM CONSTRUCTION CODE INTERNATIONAL BUILDING CODE 2015 CITY OF NEW ORLEANS AMENDMENTS TO BUILDING CODE NFPA 101 ADA 2010

DESCRIPTION

NEW CONSTRUCTION OF MULTI-FAMILY AFFORDABLE HOUSING BUILDING ON VACANT LOT. STEEL STUD FRAMING ON RAISED SLAB CONSTRUCTION. NEW PARKING LOT WITH APPROVALS THROUGH CPC. NEW SITE WORK AND LANDSCAPING.

ARCHITECT'S STATEMENT

"THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED UNDER MY CLOSE AND PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL LOCAL AND STATE REQUIREMENTS. I WILL BE OBSERVING THE WORK.

TRACIE ASHE, AIA — LA# 8834

DRAWING INDEX

SHEET NUMBER	SHEET NAME
	GENERAL
G001	PROJECT INFORMATION
G002	CPC PROVISOS
G003	SURVEY - BENCHMARK
G004	ADA GUIDELINES
G005	LIFE SAFETY PLANS
	CIVIL
C0.01	EXISTING DRAINAGE PLAN
C0.02	PROPOSED DRAINAGE PLAN
C0.03	SWPPP
C0.04	SWPPP DETAILS AND NOTES
C1.01	PAVING, GRADING, AND DRAINAGE
C1.02	WATER AND SEWER PLAN
C2.01	CIVIL DETAILS AND NOTES
C2.02	CIVIL DETAILS AND NOTES
C2.03	CIVIL DETAILS AND NOTES
C2.04	CIVIL DETAILS AND NOTES
	LANDSCAPE
L200	MATERIALS PLAN
L500	PLANTING PLAN
L540	IRRIGATION PLAN
L550	PLANTING SCHEDULE
L590	PLANTING DETAILS
L900	SITE DETAILS
	STRUCTURAL
S1.0	FOUNDATION PLAN
S1.1	SLAB PLAN
S1.7	FOUNDATION DETAILS AND NOTES
S2.0	SECOND FLOOR FRAMING PLAN
S3.1	THIRD FLOOR FRAMING PLAN
S3.2	FOURTH FLOOR FRAMING PLAN
S3.3	SLOPED ROOF FRAMING PLAN
S3.4	DORMER/PENTHOUSE ROOF FRAMING PLAN
S3.5	FLAT ROOF FRAMING
S3.6	FRAMING DETAILS AND NOTES
S3.7	FRAMING DETAILS AND NOTES
S3.8	FRAMING DETAILS AND NOTES
S3.9	BASE PLATES
	ARCHITECTURAL
A000	ASSEMBLIES
A001	SITE DETAILS
A004	TYPICAL INTERIOR + FINISH SCHEDULES
A010	ABBOT
A100	SITE PLAN
A101	FIRST FLOOR PLAN
A102	SECOND FLOOR PLAN
A103	THIRD FLOOR PLAN
A104	FOURTH FLOOR PLAN
A105	ROOF PLAN
A201	ELEVATIONS
A202	ELEVATIONS
A301	SECTIONS
A302	SECTIONS
A303	SECTIONS
A601	DOOR + WINDOW SCHEDULE + TYPES
A602	OPENING DETAILS
A603	OPENING DETAILS
A801	ROOF DETAILS
A802	ROOF DETAILS
A803	ROOF DETAILS
A804	EXTERIOR DETAILS
A901	ENLARGED UNIT 01
A902	ENLARGED UNIT 02
A903	ENLARGED UNIT 03
A904	ENLARGED UNIT 04
A905	ENLARGED UNIT 05
A906	ENLARGED UNIT 06
A906A	ENLARGED UNIT 06 RCP
A906B	ENLARGED UNIT 06 ADA
A906C	ENLARGED UNIT 06 ADA RCP
A907	ENLARGED UNIT 07
A907A	ENLARGED UNIT 07 RCP
A908	ENLARGED UNIT 08
A908A	ENLARGED UNIT 08 RCP
A909	ENLARGED UNIT 09
A910	SITE LIGHTING
A801	FIRST FLOOR REFLECTED CLG PLAN
A802	SECOND FLOOR REFLECTED CLG PLAN
A803	THIRD FLOOR REFLECTED CLG PLAN
A804	FOURTH & FIFTH FLOOR REFLECTED CEILING PLANS
	PLUMBING
P001	PLUMBING SPECIFICATI
P101	1ST FLOOR PLAN PLUMB
P102	2ND FLOOR PLAN PLUM
P103	3RD FLOOR PLAN PLUM
P104	4TH FLOOR PLAN PLUM
P110	ROOF PLAN PLUMBING
P200	PLUMBING RISERS
P201	PLUMBING SCHEDULES
P202	PLUMBING DETAILS
	MECHANICAL
M100	MECHANICAL SPECIFIC
M101	1ST FLOOR PLAN MECH
M102	2ND FLOOR PLAN MEC
M103	3RD FLOOR PLAN MECH
M104	4TH FLOOR PLAN MECH
M105	ROOF PLAN MECHANIC
M201	MECHANICAL SCHEDUL
M202	MECHANICAL DETAILS
	ELECTRICAL
E1	POWER RISER DIAGRAM
E2	ELECTRICAL SITE PLAN
E3	FIRST FLOOR PLAN LIGH
E4	SECOND FLOOR PLAN L
E5	THIRD FLOOR PLAN LIGI
E6	FOURTH & FIFTH PLAN L
E7	FIRST FLOOR PLAN POW
E8	SECOND FLOOR PLAN P
E9	THIRD FLOOR PLAN PO
E10	FOURTH FLOOR PLAN P
E11	ROOF PLAN POWER
E12	FIRST FLOOR PLAN SPEC
E13	SECOND FLOOR PLAN S
E14	THIRD FLOOR PLAN S PE
E15	FOURTH FLOOR PLAN S
E16	FOURTH FLOOR PLAN S
E17	ELECTRICAL PANEL SCH
E18	ELECTRICAL DETAILS
E19	ELECTRICAL SPECIFICAT
E20	ELECTRICAL SPECIFICAT

THIS DRAWING SET
BEEN ABBREVIATEI
THE PURPOSES OF
CPC PLAN REVIEW

CITY PLANNING COMMISSION NEW ORLEANS
CONDITIONAL USE APPROVED
DOCKET: ZD 071/20
SIGNATURE:
DATE:

WAIVERS: 1 EXCEPTION PROVISOS: 17

ORDINANCE #: 28,574 MCS ADOPTED: 1/19/21

NEW ORLEANS CITY PLANNING COMMISSION'S PROVISOS:

1) The development shall be in accordance with, and submit evidence of, all affordable housing requirements outlined in Article 5, Section 5.10 of the Comprehensive Zoning Ordinance, including:

a. Affordable housing units shall be either rental affordable housing or homeownership affordable housing.
b. The development shall contain ten percent (10%) of units up to the sixty percent (60%) Area Median Income level.
c. The affordable housing units shall be located on-site within the same structure as the market rate dwelling units. The affordable units shall be spread throughout the development and not clustered on one floor or in one area of the development.
d. The affordable housing units shall be comparable to the market-rate housing units in terms floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.
e. The bedroom mix (i.e. the number of bedrooms) of the affordable housing units shall be proportional to the market-rate housing units.
f. The obligation to provide and maintain a specified amount of affordable housing in a development shall run with planned development designation containing such site for not less than ninety-nine (99) years.
g. The residents of the affordable housing units shall have access to the same amenities as the residents of the market-rate housing units.

2) The developer shall submit an Affordable Housing Impact Statement (AHIS) for review and approval by City Planning Commission staff. The AHIS shall provide the following information:

a. The number of units added at the Area Medium Income Levels (AMI) at or below 80% and 60% Area Median Income
b. The bedroom mix of the unit is to be added or removed (1, 2, 3, 4, etc. bedrooms).

3) In accordance with Article 11, Section 11.3.B Building Design Standards of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate that the proposed plans are compliant with all the requirements of the building design standards found in Section 11.3.B. This would reinstating the curb to provide for on-street parking adjacent to the site, providing safe pedestrian access, and other modifications as necessary. This would also include provisions to ensure all shutters are operational and sized to fit windows.

4) The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with Article 23, Section 23.3.B of the Comprehensive Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:

a. the genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights of-way within the site, with applicable remarks and details;
b. compliance with all applicable landscape regulations in Article 23 and elsewhere in the Comprehensive Zoning Ordinance including building foundation landscaping in Article 23, Section 23.6.A; and
c. any proposed planting in the public right-of-way shall require the approval of the Department of Parks and Parkways

5) The plans submitted to the City Planning Commission for final approval shall indicate the type, locations, and height of any and all exterior lighting. Any proposed exterior lighting shall comply with standards of Article 21, Section 21.5 of the Comprehensive Zoning Ordinance.

6) The plans submitted to the City Planning Commission for final approval shall indicate the type, location, size, and materials of all signage. All signage shall conform to the requirements of Article 24 of the Comprehensive Zoning Ordinance, subject to the review and approval of the City Planning Commission staff.

7) In accordance with Article 23, Section 23.13.A of the Comprehensive Zoning Ordinance, the plans submitted to the City Planning Commission for final approval shall indicate the location of the trash receptacle which may be within an enclosed structure or screened by a seven foot (7') opaque fence with latching gates. At no time, excepting trash collection days, shall trash be stored as to be visible from the public rights-of-way.

8) The applicant shall replace and/or repair the sidewalk and curb adjacent to the subject site. The developer shall se approval of the Department of Public Works for any improvements to the adjacent public right-of-way, including si curbing, and curb cuts, and any other modifications to the surrounding public rights-of-way. When submitting plans City Planning Commission for final approval, the developer shall provide documentation of all required approvals by Department of Public Works.

9) The Department of Safety and Permits shall issue no building permits or licenses for this project until final develc plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to com planned development process by properly recording plans within one year or failure to request an administrative ext provided for in Article 4, Section 4.4.1.2 of the Comprehensive Zoning Ordinance will void the planned developmer

10) The applicant should submit revised site plans to improve safety and circulation within the off-street parking are design of vehicle parking spaces, driveways, and curb cuts shall comply with the requirements as set forth in Article 22.8 and Article 22, Section 22.11 of the Comprehensive Zoning Ordinance.

11) At least 80% of the required bicycle parking spaces shall be long term bicycle spaces, which comply with the loc design standards in Section 22.9.A and 22.9.B.

12) The operator and/or developer shall submit a security and operation plan, to be reviewed by the Director of Safe Permits, and all other relevant City agencies, with the following added: The security plan shall include the provision security cameras. The exterior security cameras shall maintain recordings for a period not less than ninety (90) day recordings shall be made available to the Department of Safety and Permits upon request. At no time may an exter be out of service for a period longer than ninety (90) days. Required exterior security cameras shall be part of the S Platinum initiative and integrated with the City of New Orleans Real-Time Crime Center.

13) Short-term rentals shall be prohibited at this development.

14) Developer shall place signage inside and outside the building indicating the name and contact information for a manager, who shall be accessible at all times. Such signs must be posted in a visible location near all entryways.

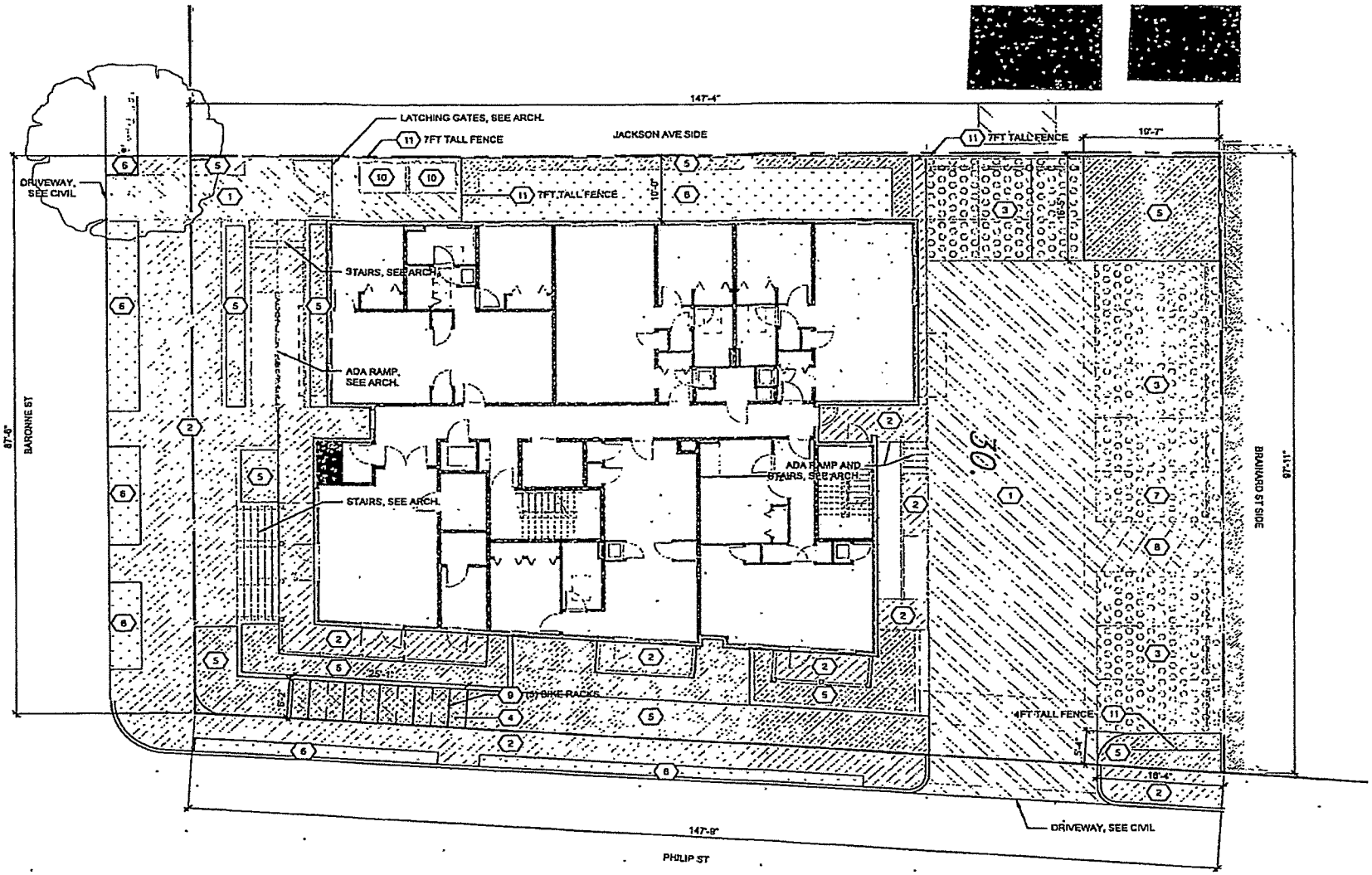
15) The developer shall submit a litter abatement program letter to the Department of Sanitation for review and ap letter shall be inclusive of the stated location of trash storage out of the public right-of-way, the type and quantity receptacles, the frequency of litter pickup, and the clearing of litter from the adjacent right-of-way, as necessary. T and phone number of the on-site manager shall be included in this letter to be kept [illegible] of any violation.

16) Loitering in front of the structure or in the adjacent rights-of-way sh[illegible] prohibited. Developer shall place visible location near all entryways reminding residents and visitors that [illegible] prohibited.

17) Decorative elements having historically functional purposes, su[illegible] shutters, balconies, windows, and doors, operational.

CONDITIONAL USE APPROVED
DOCKET: ZD 071/20
SIGNATURE:
DATE:
NEW ORLEANS CITY PLANNING COMMISSION

WAIVERS: 1 EXCEPTION PROVISOS:
ORDINANCE #: 28,574 MCS ADOPTED:



1 MATERIALS PLAN
Scale: 1/8"=1'-0"

Plan
0 4 8 16
Scale:1/8"=1'-0"

LEGEND

- PROPERTY LINE
- 1 CONCRETE PAVEMENT, VEHICULAR, SEE CIVIL
- 2 CONCRETE PAVEMENT, PEDESTRIAN, SEE CIVIL
- 3 PERMEABLE PAVEMENT, VEHICULAR, SEE CIVIL
- 4 PERMEABLE PAVEMENT, PEDESTRIAN, SEE 1/L900
- 5 PLANTING, SEE L500
- 6 LAWN, SEE L500
- 7 ADA STALL, SEE CIVIL
- 8 ADA AISLE, SEE CIVIL
- 9 BIKE RACK, SEE 2/L900
- 10 TRASH AND RECYCLING, SEE ARCH
- 11 FENCING, SEE ARCH
- EXISTING TREE TO REMAIN AN PROTECTED

NOTES

1. SEE ARCHITECTURE FOR SITE LIGHT
2. SEE L500 SERIES FOR PLANTING AN
3. SEE L900 FOR SITE DETAILS.

FOR TREE PROTECTION AT DRIVEWAY, SEE:
https://nola.gov/nola/media/PPW/STD10-Tree-Pro

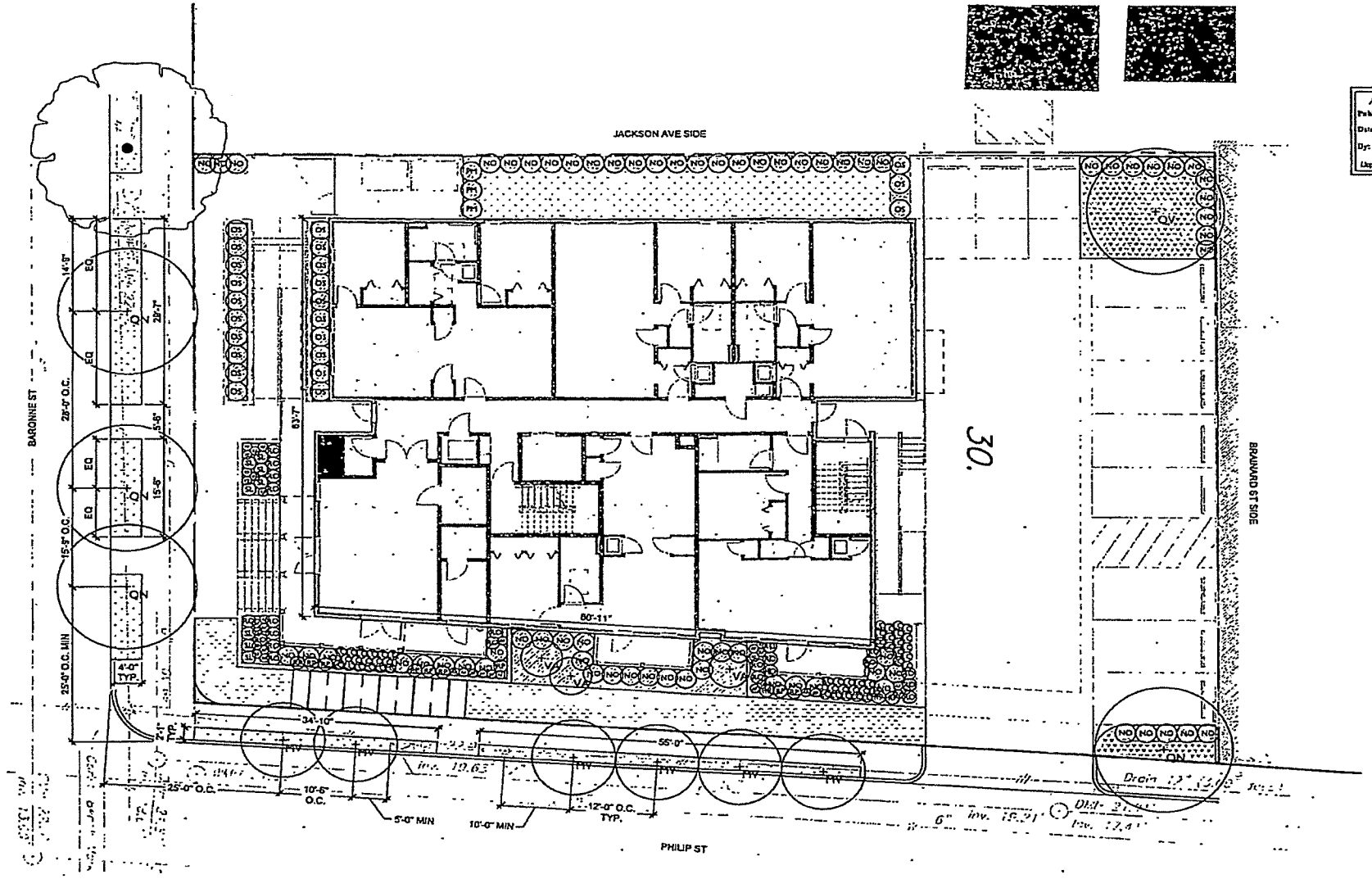
NEW ORLEANS CITY PLANNING COMMISSION
CONDITIONAL USE APPROVED
DOCKET: ZD 071/20
SIGNATURE:
DATE:

WAIVERS: 1 EXCEPTION PROVISOS:
ORDINANCE #: 28,574 MCS ADOPTED:

COPY

1000

PARKWAY TREES REQUIREMENTS					
	Length (Ft)	Required Number of Shade Trees (40' O.C)	OR Required Number of Ornamental Trees (25' O.C.)	Number of Existing Street Trees to Remain	Type of Street Tree
BARONNE ST	87.5	2.2	3.5	0	SHADE
PHILIP ST	148	3.7	5.9	0	ORNAMENTAL



1 PLANTING PLAN
Scale: 1/8"=1'-0"

Plan
0 4 8 16
Scale: 1/8"=1'-0"

APPROVED
Public Landscape Plan
Date: 22 JUNE 2022
By:
Dept of Parks & Parkways

LEGEND

TREE PLANTING TYP. SEE 1/L5
PLANTING TYP, SEE 2/L590
LAWN TYP, SEE 4/L590
EXISTING TREE TO REMAIN A PROTECTED

NOTES

1. INTERIOR PARKING LOT LANDSC
1.1. TOTAL NUMBER OF REQUIRE ISLAND = 1
1.2. TOTAL NUMBER OF PARKING PROVIDED = 1 (APPROX. 316
2. PERIMETER PARKING LOT LANDSC
2.1. DUE TO SPATIAL LIMITATION INTERIOR SIDE BUFFER ALON SIDE AND BRAINARD ST SIDE
A 7 FT TALL FENCE HAS BEEN THE ENTIRE STRETCH OF JAC SEE ARCHITECTURE FOR FEN AND DETAILS.
THERE IS AN EXISTING WALL ST SIDE FROM THE ADJACEN THEREFORE NO FENCE WAS
A MIN. 5 FT PERIMETER LAND PARKING LOT FRONTING PH PROVIDED.
3. BUILDING FOUNDATION LANDSC
3.1. TOTAL NUMBER OF SHRUBS, PERENNIALS REQUIRED AT 3
PHILIP ST = 27 SHRUBS AND/O BARONNE ST = 22 SHRUBS A
3.2. TOTAL NUMBER OF SHRUBS, PROVIDED:

PHILIP ST
3 VITEX
31 PETITE PINK ORLEA
17 COMMON ROSEMA
3 MEXICAN BUSH SAG
25 BLACK-EYED SUSAN
48 RED LANTANA
12 TRAILING ROSEMAR

BARONNE ST
20 FIRESPIKE
5 MEXICAN BUSH SAG
5 BLACK-EYED SUSAN

SEE LS40 FOR IRRIGATION
SEE LS40 FOR PLANT SCHEDU
SEE LS90 FOR PLANTING DETAILS

CONDITIONAL USE APPROVED
DOCKET: ZD 071/2
SIGNATURE:
DATE:

CITY PLAN COMMISSION NEW ORLEANS

WAIVERS: 1 EXCEPTION PROVISOS:
ORDINANCE #: 28,574 MCS ADOPTED:

COPY

NEW ORLEANS CITY PLANNING COMMISSION

CONDITIONAL USE APPROVED

DOCKET: ZD 071/20

SIGNATURE:

DATE:

WAIVERS: 1 EXCEPTION PROVISOS: 17

ORDINANCE #: 28,574 MCS ADOPTED: 1/19/21

NOTE:

1. ALL PLANTING SHALL BE TRIANGULAR SPACING UNLESS OTHERWISE NOTED.

PLANT SCHEDULE (32 93 00)						
TREES						
SYMBOL	COMMON NAME	BOTANICAL NAME	QTY	SIZE	SPACING	NOTES
MV	SINGLESTEM SWEETBAY MAGNOLIA	*Magnolia virginiana*	6	3" CAL	REF PLAN	MIN CROTCH HEIGHT 6'; MUST HAVE STRONG CENTRAL LEADER
QV	SOUTHERN LIVE OAK	*Quercus virginiana*	1	3" CAL	REF PLAN	MIN CROTCH HEIGHT 6'; MUST HAVE STRONG CENTRAL LEADER
QN	NUTTALL OAK	*Quercus nuttallii*	4	3" CAL	REF PLAN	MIN CROTCH HEIGHT 6'; MUST HAVE STRONG CENTRAL LEADER
VA	VITEX	*Vitex agnus-castus*	3	45 GAL	REF PLAN	10-12' TALL MULTISTEM, 3-5 TRUNKS

SHRUBS AND GROUNDCOVER						
SYMBOL	COMMON NAME	BOTANICAL NAME	QTY	SIZE	SPACING	NOTES
LC	RED LANTANA	*Lantana camara*	50	1 GAL	18" O.C.	
NO	PETITE PINK OLEANDER	*Nerium oleander 'Petite Pink'*	70	3 GAL	36" O.C.	PLANTS SHALL HAVE A 24" SPREAD AT PLANTING, MIN. 36" TALL AT MATURITY.
OS	FIRESPIKE	*Odontonema strictum*	25	3 GAL	36" O.C.	PLANTS SHALL HAVE A 24" SPREAD AT PLANTING, MIN. 36" TALL AT MATURITY.
PM	JAPANESE YEW	*Podocarpus macrophyllus*	3	3 GAL	36" O.C.	PLANTS SHALL HAVE A 24" SPREAD AT PLANTING, MIN. 36" TALL AT MATURITY.
RO	COMMON ROSEMARY	*Rosmarinus officinalis*	24	1 GAL	24" O.C.	
RP	TRAILING ROSEMARY	*Rosmarinus officinalis 'Prostratus'*	12	1 GAL	24" O.C.	
RF	GOLDSTURM BLACK-EYED SUSAN	*Rudbeckia fulgida var. sullivantii 'Goldsturm'*	36	1 GAL	15" O.C.	
SL	MEXICAN BUSH SAGE	*Salvia leucantha*	10	1 GAL	24" O.C.	
	CREEPING LIRIOPE	*Liriope spicata*	830 SF	4" POTS	18" O.C.	TRIANGULAR SPACING
	WEDELIA	*Sphagneticola trilobata*	415 SF	4" POTS	12" O.C.	TRIANGULAR SPACING
	ASIAN JASMINE	*Trachelospermum asiaticum*	535 SF	4" POTS	8" O.C.	TRIANGULAR SPACING
	LAWN	*Cynodon dactylon*	915 SF	SOD		
	3" PINE STRAW MULCH		1,850 SF			ALL PLANT BEDS AND 3' RADIUS AROUND ALL TREES

COPY

1 TREE PLANTING, TYP.
Scale: 1/2"=1'-0"
Detail

NOTES:
1. REMOVE ALL WIRE, PLASTIC, TAGS AND/OR SYNTHETIC MATERIAL FORM PLANTS PRIOR TO PLANTING
2. TYPICAL ON CENTER (O.C) SPACE AS INDICATED BY THE PLANT SCHEDULE

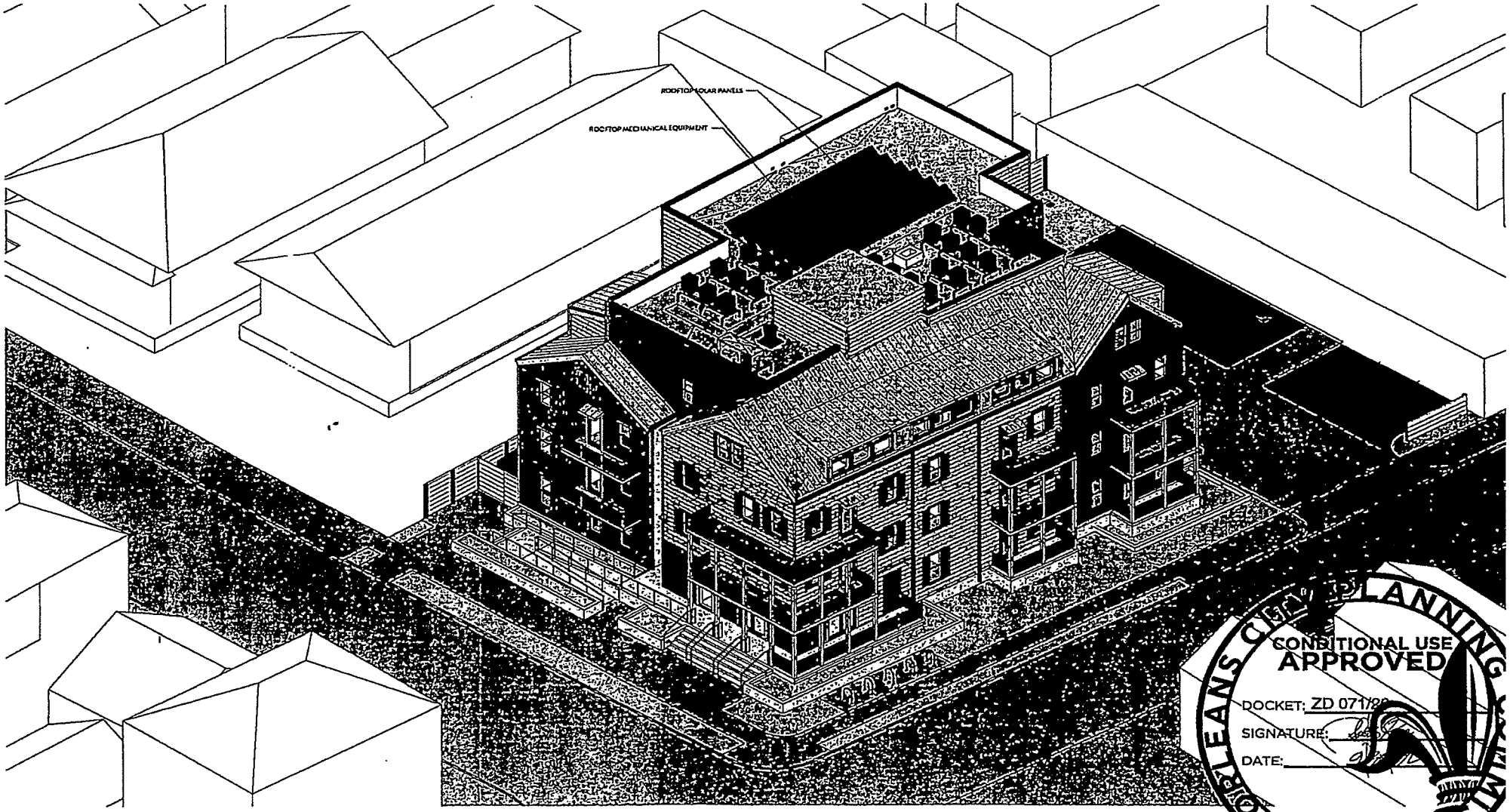
2 PLANTING, TYP.
Scale: 1/2"=1'-0"
Detail

3 GROUNDCOVER PLANTING, TYP.
Scale: 1/2"=1'-0"

4 LAWN, TYP.
Scale: 1/2"=1'-0"
Detail

WAIVERS: 1 EXCEPTION PROVISOS: 17

ORDINANCE #: 28,574 MCS ADOPTED: 1/19/21



CONDITIONAL USE
APPROVED
DOCKET: ZD 071/20
SIGNATURE:
DATE:

NEW ORLEANS CITY PLANNING COMMISSION

WAIVERS: 1 EXCEPTION PROVISOS: 17

ORDINANCE #: 28,574 MCS ADOPTED: 1/19/21

COPY

1004

NEW ORLEANS CITY PLANNING COMMISSION
CONDITIONAL USE
APPROVED
DOCKET: ZD 071/20
SIGNATURE:
DATE:

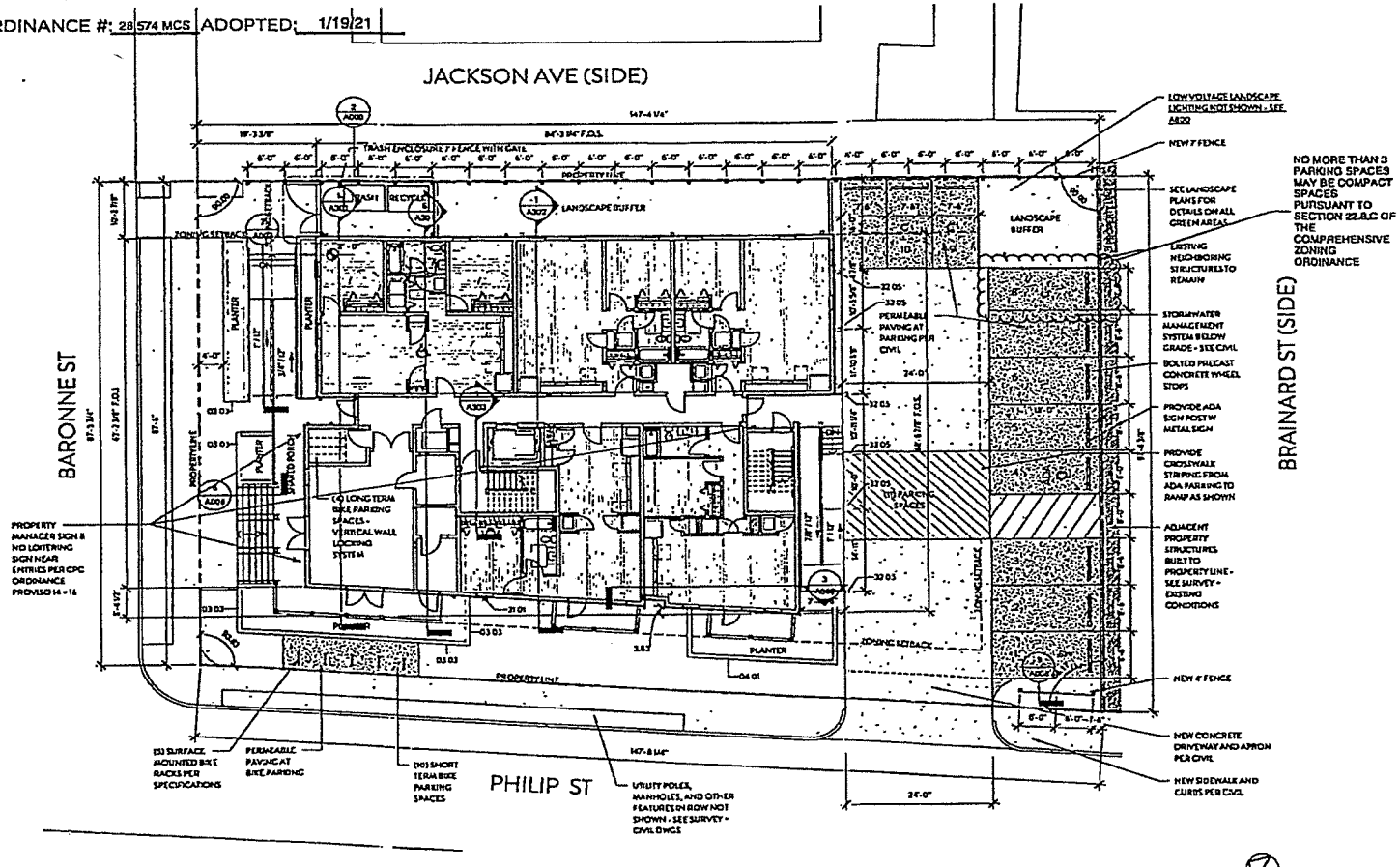
WAIVERS: 1 EXCEPTION PROVISOS: 17
ORDINANCE #: 28,574 MCS ADOPTED: 1/19/21

ZONING: HU-RM1 UNDERLYING ZONING
AFFORDABLE HOUSING PLANNED DEVELOPMENT (AHPD)

14,185 SF LOT AREA
30% OF 14,185 SF = 4256 SF PERMEABLE OPEN SPACE REQUIRED
2400 SF MINIMUM OPEN SPACE REQUIRED = 120 SF / DU x 20 DU
4,455 SF - PERMEABLE OPEN SPACE PROPOSED
2,715 SF - PERMEABLE LANDSCAPING
1,740 SF - PERMEABLE PAVING
10'-0" INTERIOR SIDE YARD SETBACK
10'-0" CORNER SIDE YARD SETBACK
20'-0" REAR YARD SETBACK
12'-0" FRONT YARD SETBACK
23 DU ALLOWED = 600 SF / DU MINIMUM LOT AREA / DU
22 DU PROPOSED UNDER PLANNED DEVELOPMENT
40' BUILDING HEIGHT AND NO MORE THAN 3 STORIES ALLOWED
49'-0" BUILDING HEIGHT PERMITTED, 4 STORIES PROPOSED UNDER PLANNED DEVELOPMENT

FLOOR AREA RATIO IN HU-RM1 UNDERLYING ZONING = 1.3
14185 SF * 1.3 = 18,441 SF
20,797 SF PROPOSED

PARKING 1 / DU = 22 SPACES REQUIRED UNDER BASE ZONING
PLANNED DEVELOPMENT ALLOWS 50% REDUCTION TO
11 REQUIRED PARKING SPACES
11 SPACES PROPOSED
BIKE PARKING 1 / 5 DU = 5 BIKE SPACES REQUIRED
4 LONG TERM BIKE SPACES PROPOSED
10 SHORT TERM BIKE SPACES PROPOSED



1 A100 SITE PLAN
3/32" = 1'-0"

Area Schedule

T.O. SLAB (4.73' NAVD)

100	CORRIDOR	418 SF
101	COMMUNITY ROOM	431 SF
102	TYPE 2 - 1 BEDROOM	712 SF
103	TYPE 3 - 1 BEDROOM	705 SF
104	TYPE 4 - 1 BEDROOM	703 SF
105	TYPE 5 - 1 BEDROOM	706 SF
106	TYPE 6 - 2 BEDROOM (ADA)	900 SF
107	UTILITY	51 SF
108	TRASH	36 SF
109	COMPUTER ROOM	67 SF
110	ELECTRICAL RM	38 SF
111	SPRINKLER RM	72 SF
112	BIKE PARK	63 SF
113	FRESH AIR	6 SF
EL1	ELEVATOR	71 SF
ST 1.1	STAIR 1	131 SF
ST 2.1	STAIR 2	136 SF
		5245 SF

T.O. SLAB - LEVEL 2

200	CORRIDOR	411 SF
201	TYPE 1 - 1 BEDROOM	701 SF
202	TYPE 2 - 1 BEDROOM	703 SF
203	TYPE 3 - 1 BEDROOM	703 SF
204	TYPE 4 - 1 BEDROOM	709 SF
205	TYPE 5 - 1 BEDROOM	708 SF
206	TYPE 6 - 2 BEDROOM	910 SF
207	UTILITY	50 SF
208	TRASH	31 SF
213	FRESH AIR	6 SF
EL2	ELEVATOR	74 SF
ST1.2	STAIR 1	136 SF
ST 2.2	STAIR 2	136 SF
		5277 SF

T.O. SLAB - LEVEL 3

300	CORRIDOR	414 SF
301	TYPE 1 - 1 BEDROOM	687 SF
302	TYPE 2 - 1 BEDROOM	705 SF
303	TYPE 3 - 1 BEDROOM	706 SF
304	TYPE 4 - 1 BEDROOM	709 SF
305	TYPE 5 - 1 BEDROOM	707 SF
306	TYPE 6 - 2 BEDROOM	906 SF
307	UTILITY	51 SF
308	TRASH	31 SF
313	FRESH AIR	6 SF
EL3	ELEVATOR	71 SF
ST L3	STAIR 1	137 SF
ST 2.3	STAIR 2	136 SF
		5266 SF

T.O. SLAB - LEVEL 4

400	CORRIDOR	335 SF
401	STORAGE	138 SF
402	UTILITY	51 SF
404	TYPE 4 - 1 BEDROOM	707 SF
405	TYPE 5 - 2 BEDROOM	710 SF
407	TYPE 7 - 2 BEDROOM	1026 SF
408	TYPE 8 - 1 BEDROOM	707 SF
409	TYPE 9 - 1 BEDROOM (ADA)	726 SF
410	TRASH	34 SF
411	FRESH AIR	7 SF
E04	ELEVATOR	74 SF
ST L4	STAIR 1	135 SF
ST 2.4	STAIR 2	136 SF
		4784 SF

T.O. PARAPET

S01	STAIR LOBBY	32 SF
EL5	ELEV. OVERRIDE	73 SF
ST L5	STAIR 2	127 SF
		232 SF
TOTAL SF		20805 SF

SITE PLAN GENERAL NOTE

1. SETBACKS WHERE SHOWN ARE THOSE REQ NEW ORLEANS CITY.
2. SITE SHALL BE CLEARED OF DEBRIS AND PR CONSTRUCTION AS REQUIRED. GC RESPO EXISTING CONDITIONS TO ACCOUNT FOR T FIXTURES, HARDSCAPE, OR ANY MATERIALS FOR CONSTRUCTION. TEMPORARY FENCIN PROVIDED AT EDGE OF THE SIDEWALK TO A ACCESS UNLESS PERMITTED OTHERWISE BY
3. CONTRACTOR SHALL WORK WITH OWNER A WORKING RELATIONSHIP WITH NEIGHBORI TO ASSURE CONSTRUCTION RELATED ACTIV REQUIRE ACCESS TO THOSE PROPERTIES IS ALL PARTIES.
4. ANY EXISTING TREES GREATER THAN 6" DIA H NOTED SHALL BE PROTECTED WITH TREE PR EXTENT OF THE CANOPY DRIP LINE. SEE LAN
5. RAMP SLOPES SHALL NOT EXCEED 1:12 UNLE OTHERWISE. STAIR TREADS = 7" MAX RISER, DEPTH. FINAL SLOPES AND GRADING PER C

KEYNOTE LEGEND

03 03 CIP CONCRETE PLANTER WITH DIRECT APP COAT
04 01 COMMON WORK RESULTS FOR MASONRY
21 01 FIRE DEPARTMENT CONNECTION
33 03 PAINTED STEEL BOLLARD

UNIT COUNT

T.O. SLAB (4.73' NAVD)

TYPE 2 - 1 BEDROOM
TYPE 3 - 1 BEDROOM
TYPE 4 - 1 BEDROOM
TYPE 5 - 1 BEDROOM
TYPE 6 - 2 BEDROOM (ADA)

T.O. SLAB - LEVEL 2

TYPE 1 - 1 BEDROOM
TYPE 2 - 1 BEDROOM
TYPE 3 - 1 BEDROOM
TYPE 4 - 1 BEDROOM
TYPE 5 - 1 BEDROOM
TYPE 6 - 2 BEDROOM

T.O. SLAB - LEVEL 3

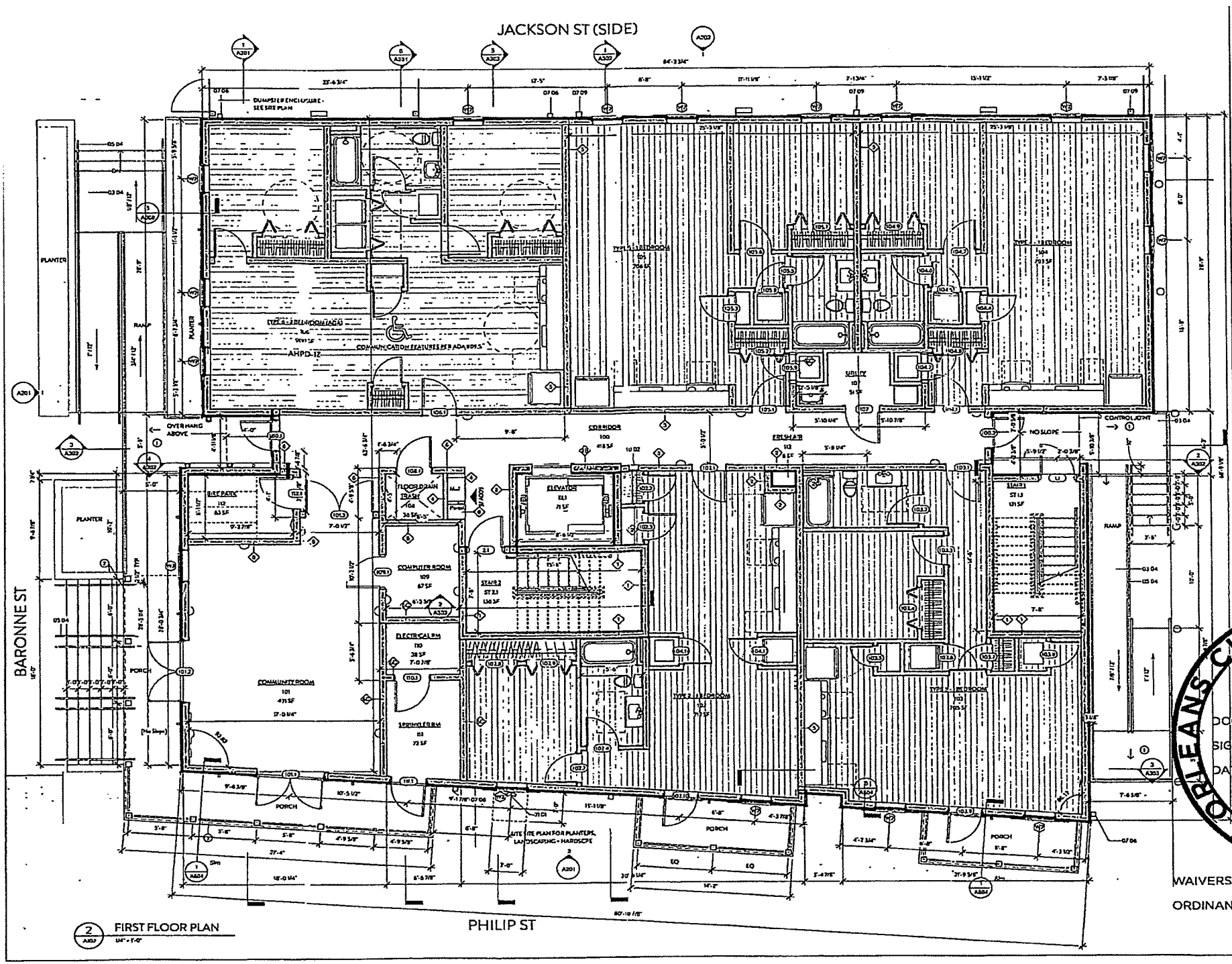
TYPE 1 - 1 BEDROOM
TYPE 2 - 1 BEDROOM
TYPE 3 - 1 BEDROOM
TYPE 4 - 1 BEDROOM
TYPE 5 - 1 BEDROOM
TYPE 6 - 2 BEDROOM

T.O. SLAB - LEVEL 4

TYPE 4 - 1 BEDROOM
TYPE 5 - 2 BEDROOM
TYPE 7 - 2 BEDROOM
TYPE 8 - 1 BEDROOM
TYPE 9 - 1 BEDROOM (ADA)

TOTAL UNITS

1005



2 FIRST FLOOR PLAN
1/4" = 1'-0"

PLAN GENERAL NOTES

1. Dimensions are taken as face of stud U.N.O.
2. Refer from logs to schedules for all fixtures, openings
3. Proposed dimensions including demolishing walls, openi
   uniform and door shown to align on Elevations, are
   Floor Plan U.N.O.
4. See Enlarged Plans for Residential Unit Type layout

SHEET NOTES

1. ALL CONCRETE PORCHES AND LANDINGS W
   AWAY FROM BUILDING U.N.O.
2. IN CESSED DRIP EDGE STARTS ALIGNED TO P
3. IN CESSED DRIP EDGE IN CONCRETE FLOOR
   OF PORCHES WHERE SHOWN WITH DASH LI

KEYNOTE LEGEND

03 04	CIP CONCRETE PER STRUCTURAL
05 04	STEEL RAILING SYSTEM, PAINTED
07 06	RECTANGULAR DOWNSPOUT, PREFIN CAST IRON BOOT
07 09	LEADER HEAD AND DOWNSPOUT, PR
10 02	SEMI-RECESSED ABC FIRE EXTINGUI
21 01	FIRE DEPARTMENT CONNECTION

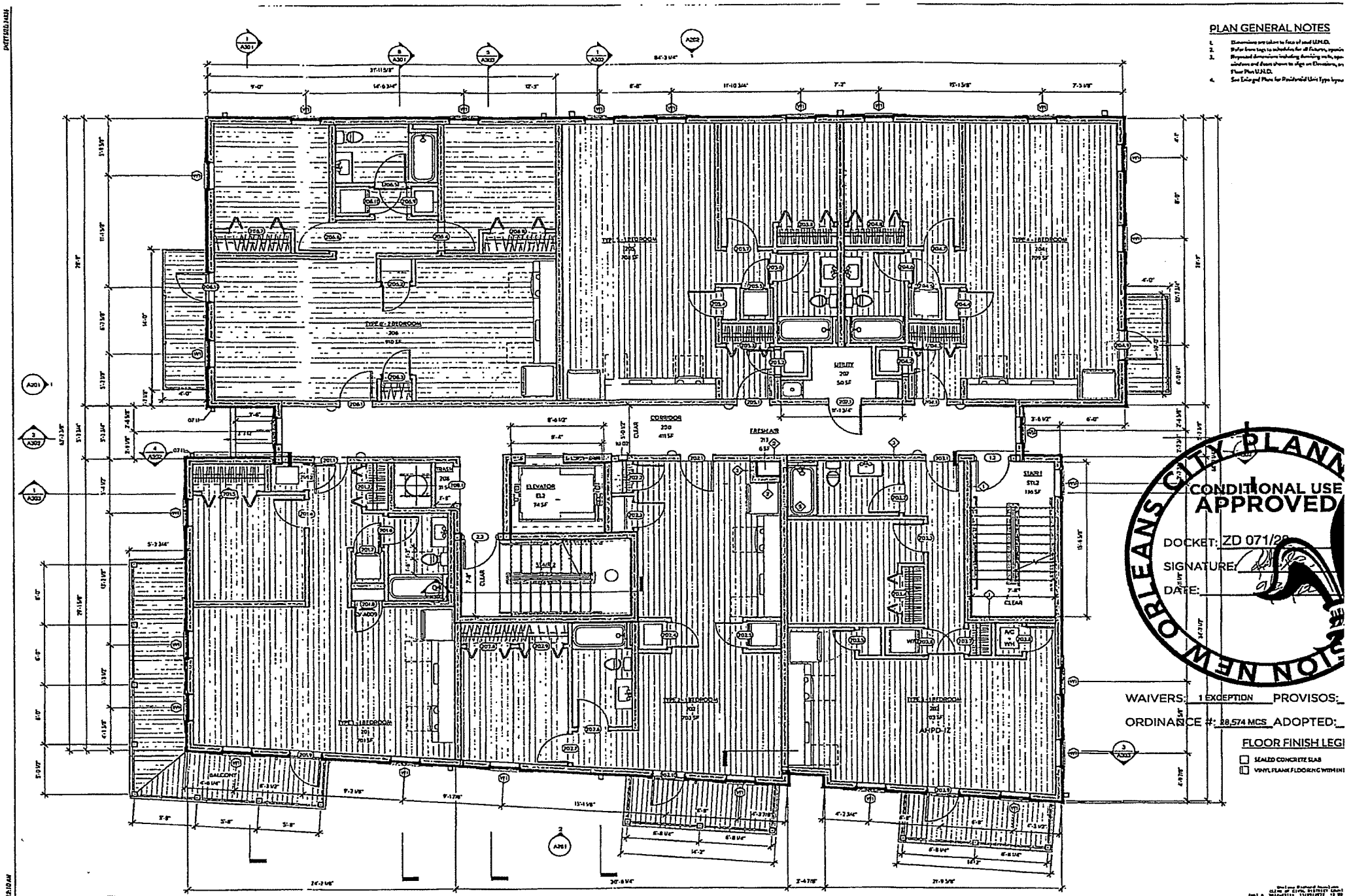
FLOOR FINISH LEGEND

- SEALED CONCRETE SLAB
- VINYL PLANK FLOORING WITH INTEGRAL S

NEW ORLEANS CITY PLAN
CONDITIONAL US
APPROVED
BY: [illegible]
DOCKET: ZD 071/20
SIGNATURE:
DATE:

WAIVERS: 1 EXCEPTION PROVISO
ORDINANCE #: 28,574 MCS ADOPTE

COPY



2 SECOND FLOOR PLAN
1/4" = 1'-0"

1007

PLAN GENERAL NOTES

FLOOR FINISH LEGEN

- SEALED CONCRETE SLAB
- VINYL PLANK FLOORING WITH INTEGR

THIRD FLOOR PLAN

CITY PLANNING COMMISSION NEW ORLEANS

CONDITIONAL USE APPROVED

DOCKET: ZD 071/23

SIGNATURE:

DATE:

WAIVERS: 1 EXCEPTION PROVISOS:

ORDINANCE #: 20,574 MCS ADOPTED:

1008

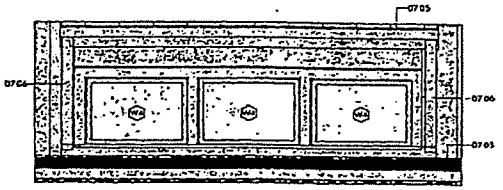
FOURTH FLOOR PLAN
PLAN GENERAL NOTES
FLOOR FINISH LEGE
SHEET NOTES
CONDITIONAL US
APPROVED
DOCKET: ZD 071/2
SIGNATURE:
DATE:
NEW ORLEANS CITY PLAN
WAIVERS: 1 EXCEPTION PROVISO
ORDINANCE #: 28,574 MCS ADOPTE

1009

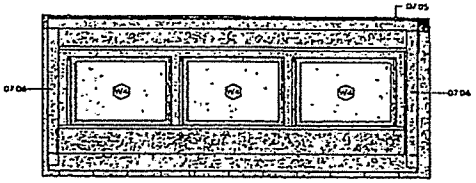
ROOF PLAN
KEYNOTE LEGEND
ROOF PLAN GENERAL NO
CONDITIONAL USE
APPROVED
DOCKET: ZD 07-128
SIGNATURE:
DATE:
NEW ORLEANS CITY PLANNING COMMISSION
WAIVERS/EXCEPTION
ORDINANCE #: 28,574 MCS ADOPTED
UPPER ROOF PLAN

BARONNE STREET ELEVATION
PHILIP STREET ELEVATION
T.O. PARAPET 48'-4"
T.O. SLAB - LEVEL 4 36'-4"
T.O. SLAB - LEVEL 3 20'-2"
T.O. SLAB - LEVEL 2 10'-1"
T.O. SLAB (4.72' NAVD) 0'-0"
REF. GRADE 2'-6"
REFERENCE - LEVEL 5 51'-0"
T.O. PARAPET 48'-4"
T.O. SLAB - LEVEL 4 36'-4"
T.O. SLAB - LEVEL 3 20'-2"
T.O. SLAB - LEVEL 2 10'-1"
T.O. SLAB (4.72' NAVD) 0'-0"
REF. GRADE 2'-6"
47'-8"
48'-7" MAX BUILDING HEIGHT PER ZONING ORDINANCE
MEASURED FROM GRADE TO MID-POINT OF HIGHEST ROOF SLOPE
HEIGHT CALCULATION DOES NOT INCLUDE ELEVATOR BULKHEAD - CZO ARTICLE 26
RIDGE PARAPET TO DAVIT, SEE ROOF PLAN
ADVISORY BASE FLOOD ELEVATION
(5.4 FEET NAVD - PER ENCHANGE
CERTIFICATE (7 ABOVE HIGHEST
FLOOR ELEVATION)
BOARD + BATTEN FIBER CEMENT 16" O.C.
EXPOSURE
ELEVATION GENERAL
KEYNOTE LEGEND
CONDITIONAL USE APPROVED
DOCKET: ZD 071/23
SIGNATURE:
DATE:
CITY OF NEW ORLEANS CITY PLAN
WAIVERS: 1 EXCEPTION PROVISC
ORDINANCE #: 28,574 MCS ADOPTE

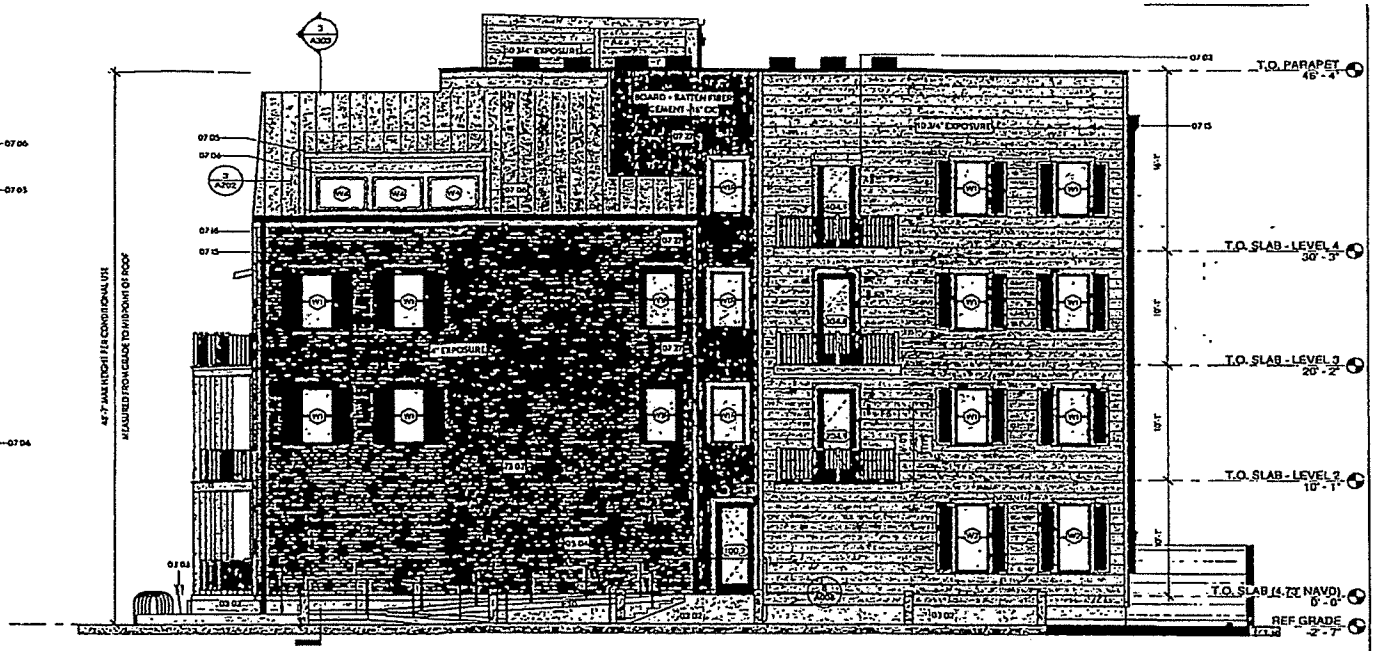
1011



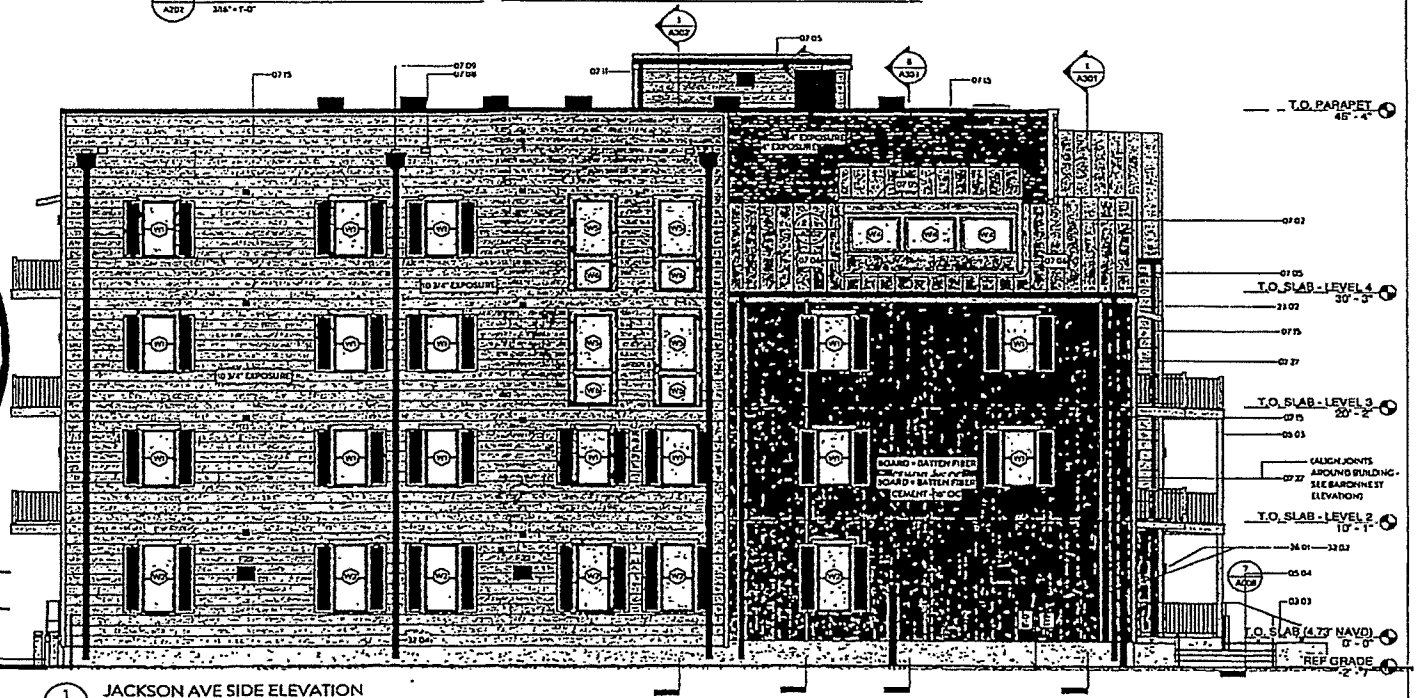
3 A202 DORMER ELEVATON
3/8" = 1'-0"



4 A202 DORMER ELEVATION
3/8" = 1'-0"



2 A202 BRAINARD STREET SIDE ELEVATON
3/16" = 1'-0"



1 A202 JACKSON AVE SIDE ELEVATON
3/16" = 1'-0"

ELEVATION GENERAL

1. All paint colors and exterior finishes to be s
2. Grading may vary - see Civil grading plan.
3. Exhaust vents and penetrations at cladding
   vented at perimeter. All vents and penetrat
   facade color.
4. Wall types shall be arranged symmetrically
   equally spaced between bottom to vertical
5. 1" x 5 1/2" floor cement corner board on all
6. All shutters shall be operable and per typical

KEYNOTE LEGEND

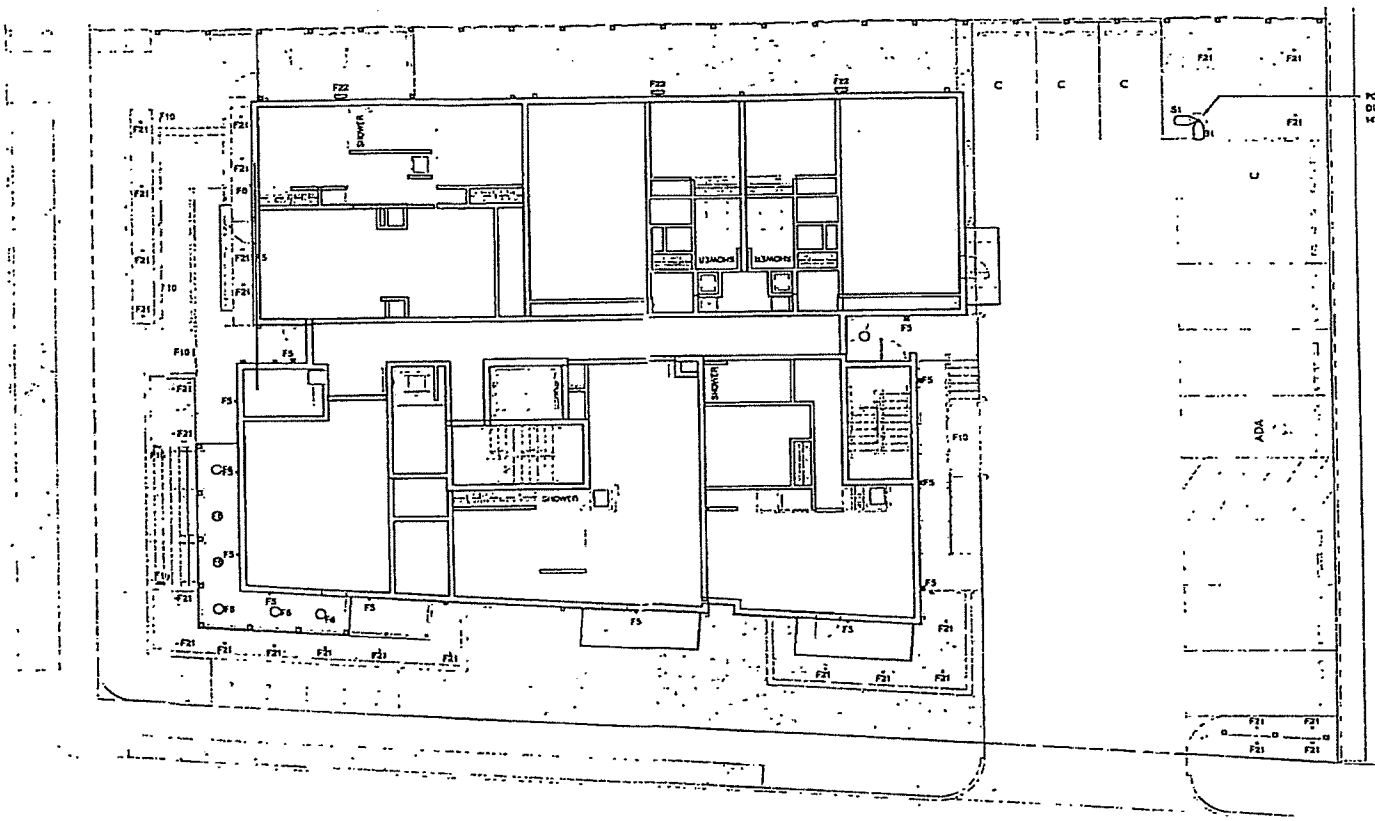
03 02	CONCRETE WITH DIRECT APPLI
03 03	CIP CONCRETE PLANTER WITH E COAT
05 03	STEEL FRAMING PER STRUCTUR
05 04	STEEL RAILING SYSTEM, PAINTE
07 02	STANDING SEAM METAL ROOF
07 05	DOE GUTTER, PREFINISHED MET
07 06	RECTANGULAR DOWNSPOUT, P CAST IRON BOOT
07 08	OVERFLOW SCUPPER, PER TPO
07 09	LEADERHEAD AND DOWNSPOU
07 11	RECTANGULAR DOWNSPOUT, P SPLASHBLOCK @ ROOF DISCH
07 15	FIBER CEMENT LAP SIDING SYST
07 16	3/4" X 5 1/2" FIBER CEMENT COR
07 27	Z-FLASHING PER FIBER CEMENT
23 02	WALL VENT CAP, TYP - PER MEC
26 01	LIGHT PER SCHEDULE
32 03	WOOD FENCE PER SITE DETAILS
33 04	DOWNSPOUT DISCONNECTED I SUBSURFACE SYSTEM, TYP

CITY PLANNING COMMISSION NEW ORLEANS
CONDITIONAL USE APPROVED
DOCKET: ZD 071/20
SIGNATURE:
DATE:

WAIVERS: 1 EXCEPTION PROVISOS: 17
ORDINANCE #: 28,574 MCS ADOPTED: 1/19/21

SITE LIGHTING GENERAL NOT

1. STAKED LANDSCAPE LIGHTS SHALL BE POWERED CONCEALED WIRING
2. LANDSCAPE LIGHTING SHALL BE ON A PHOTOCE SEE ELECTRICAL



CITY PLANNING COMMISSION NEW ORLEANS

CONDITIONAL USE APPROVED

DOCKET: ZD 071/2

SIGNATURE:

DATE:

WAIVERS: 1 EXCEPTION PROVISOS: 17

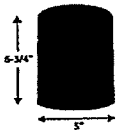
ORDINANCE #: 28,574 MCS ADOPTED: 1/19/2

1 A600 SITE LIGHTING PLAN
1/8" = 1'-0"

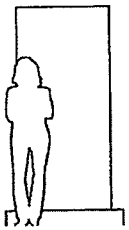
COPY



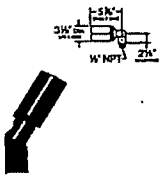
F3 - 5" X 14" WALL SCONCE
HINKLEY OSLO 1019-BK-LL
3000K
1000 LUMENS
MOUNTED TO WALL 6'0" ABOVE FLOOR



F6 - CEILING MOUNTED CYLINDER LIGHT
PROGRESS LIGHTING 5" OUTDOOR (BLACK FINISH)
3000K LED PAR20 SHAPE BULB
1000 LUMEN
MOUNTED TO UNDERSIDE OF PORCH CLG



F10 - OUTDOOR STEP LIGHT
FOCUS LIGHTING SLIP LED STEP LIGHT (BLACK FINISH)
3000K
300 LUMEN
MOUNTED TO STAIR/RAMP WALLS AT 18" +/- ABOVE GROUND



F21 - STAKED LANDSCAPE LIGHT
RAB LIGHTING (BLACK FINISH) KLV12G2
3000K
445 LUMEN
STAKED IN PLANTERS TO HIGHLIGHT PLANTINGS



F22 - SECURITY LIGHT
TERON LIGHTING CADDY MD (BLACK FINISH)
3000K
4600 LUMEN
DUMPSTER SIDE ELEVATION ONLY - 8' ABOVE GROUND



S1 - PARKING LOT POLE LIGHT
LUMARK PEPRV PREVAIL AREA LIGHT (BRONZE FINISH)
4200K
10,700 LUMEN (EACH HEAD)
FULL HOUSE CUTOFF - WILL NOT BLEED TO ADJACENT PROPERTIES - 15' TOTAL HEIGHT

LIGHTING FIXTURE SCHEDULE	
TYPE	Type Comments
F1	RECESSED CEILING LIGHT
F2	BATHROOM VANITY LIGHT
F3	CEILING FAN, NO LIGHT KIT
F4	INTERIOR WALL SCONCE _ CORRIDOR + COMMUNIT
F5	EXTERIOR WALL SCONCE _ PORCHES AND EXTERIOR
F6	EXTERIOR CEILING MOUNTED - ENTRANCES AND PC
F7	INTERIOR CEILING MOUTNED UTILITY LIGHT
F8	INTERIOR WALL SCONCE - UNIT ENTRANCE
F9	LED LINEAR UNDERCABINET
F10	STEP LIGHT
F11	DAMP RATED RECESSED CAN
F21	STAKED LANDSCAPE LIGHT
F22	EXTERIOR WALL MOUNT SECURITY LIGHT
M1	BATHROOM EXHAUST FAN - NO LIGHT
S1	POLE LIGHT

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

1013

Chelsey Richard Napoleon

Clerk of Court and Ex-Officio Recorder

Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2022-43141

Recording Date: 11/9/2022 12:02:37 PM

Document Type: APPROVED ZONING PLANS

Addtl Titles Doc Types:

Conveyance Instrument Number: 719306

Filed by: REO, LLC
927 POEYFARRE ST
NEW ORLEANS LA 70130

Dernell Johnson
1030 Elysian Fields Ave
New Orleans, LA 70117
Email: dj@baldwinandcobooks.com
Phone: (504) 335-6568
Date: 8/11/2025

New Orleans City Council
1300 Perdido Street
New Orleans, LA 70112

ATTN: Aisha R. Collier, Assistant Clerk of Council

Re: Appeal for Renewal of Short-Term Rental License – CSTR License No. 23-CSTR-11209

Dear Aisha R. Collier,

I am writing to respectfully request your consideration in renewing my short-term rental license, CSTR License No. 23-CSTR-11209, which expired on June 4, 2024. Unfortunately, I did not submit a renewal application prior to the expiration date, and my lapse in licensure has now exceeded 180 days, requiring me to appeal directly to you for reinstatement.

The short-term rental in question is not merely a source of income—it is a cornerstone of Baldwin & Co.'s ability to serve our community in transformative ways. The revenue generated from this rental directly funds Baldwin & Co.'s community programs, which include:

- Donating **thousands of new books to children in New Orleans** each year.
- Providing **free tutoring services** to children who need additional educational support.
- Donating **household goods to families in need**, ensuring stability and dignity for those facing hardships.
- Covering **travel costs to bring some of the most prominent thought leaders in the country** to New Orleans for public talks, workshops, and cultural exchanges.
- Hosting our **annual Baldwin & Co. Book Festival**, where we celebrate the love of reading by providing free books, food, and entertainment to the community.

- Offering **free financial literacy programs**, where we conduct 2-hour classes to teach residents how to be more fiscally responsible and economically empowered.

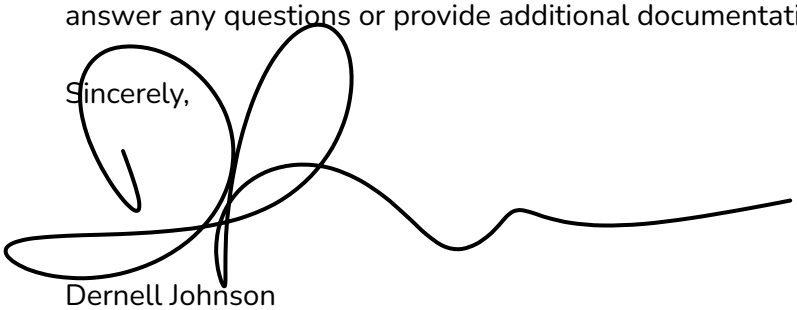
These programs—and so many other phenomenal community service activities—are made possible in large part through the revenue from Baldwin & Co.'s short-term rental. Without this source of funding, our ability to sustain these initiatives and expand their impact would be severely diminished.

I recognize and respect the rules governing short-term rental licenses in our city, and I take full responsibility for missing the renewal deadline. This lapse was unintentional, and I am committed to full compliance with all regulations moving forward. I am asking for your understanding of the extraordinary community benefits that stem from my short-term rental operations and for the opportunity to continue using it as a tool for meaningful public service.

I respectfully request the City Council grant me permission to regain my short-term rental license so that Baldwin & Co. can continue its mission of literacy, empowerment, and community enrichment for the people of New Orleans.

Thank you for your time, attention, and consideration of this appeal. I would be honored to answer any questions or provide additional documentation regarding the impact of our work.

Sincerely,



Dernell Johnson

ZACH SMITH
CONSULTING & DESIGN

August 13, 2025

Via Email to clerkofcouncil@nola.gov
Clerk of Council
New Orleans City Council
1300 Perdido St.
New Orleans, LA 70112

Re: Appeal of the Commercial Short-Term Rental Interim Zoning District for the property located at 4862 Tchoupitoulas St.

Dear Clerk of Council,

On behalf of my client, Amira Soliman, I am requesting an appeal to the Commercial Short-Term Rental Interim Zoning District for the property located at 4862 Tchoupitoulas St.

This property has been a CSTR since 2022. In 2023, when Ms. Soliman went to renew, she was told there was a long backlog of applications and to wait to see how the STR office would move forward with renewals.

4862 Tchoupitoulas is surrounded by commercial properties. There is a nail salon next door, a restaurant on her block, and a storage facility next door.

Thank you for your time and consideration in adding this request to the next council agenda. Please feel free to reach out if you have any questions.

Sincerely,

Ron Loesel
Zach Smith Consulting & Design
1000 S. Norman C. Francis
New Orleans, LA 70125

Subject: Fwd: Question Regarding Your Permit Application
From: Lacar Musgrove <lacar.musgrove@gmail.com>
Date: 8/13/25, 11:57 AM
To: hdlc@nola.gov
CC: permitinfo@nola.gov
BCC: ttjackson@nola.gov

Hello,

I am writing to address my concern with an apparent conflict of process in permitting requirements and because I was directed by Safety & Permits to contact you.

On August 11, 2025, I received the following statement from Safety and Permits in regard to my permit application:

> This property is located within the Full control of the Historic Districts And Landmarks Commission (HDLC). No **exterior work is permitted without their review and approval.** Please contact hdlcstaff@nola.gov or (504) 658-7051. Please notify me at henry.settoon@nola.gov when HDLC approval has been granted.

This statement indicates that Safety & Permits **cannot process a building permit application until and unless a CofA has been issued by the HDLC**. Please note that City of New Orleans Code of Ordiances Chapter 84 section 84-106(b) specifies the following:

> The commission shall not consider interior arrangement or use, but shall consider the relationship of the exterior of the building concerned with all others in the district so as to avoid incongruity and promote harmony therewith. In all instances the commission shall regulate those outside surfaces of a building **that can be viewed from a public right-of-way or street.**

The proposed pool location is **cannot be viewed from a public right-of-way or street**, as stated in the permit application materials, nor would the proposed temporary aboveground vinyl pool be visible from a right-of-way or street. Therefore, the project is **not subject to HLDC approval, and no CofA is required.**

However, on July 21, 2025, I received the following statemement from Eleanor Burke regarding a large unpermitted accessory building that my neighbor (1223-1225 Pauline Street) has erected upon my propoerty line and that is clearly visible from both Pauline Street and Alavar Street:

> Staff **instructed the applicant to apply to the Department of Safety and Permits for the retention of the accessory structure**. The accessory structure and demolition by neglect violations are still on file and **no approvals have been given by the HDLC regarding the retention of the accessory structure.**

This statement directly contradicts the statement I received from Safety & Permits regarding my permit application, indicating that the property owner at 1223-1225 has been **instructed to secure a building permit FIRST, before obtaning an CofA from the HDLC,** and that **this is the reason that the HDLC has chosen not to move forward with enforecement** of a Working

without a CofA issued for the accessory building on June 23, 2025, which as of this date, August 13, 2025, is still under the status "case assessment."

These conflicting statements demonstrate that HDLC and Safety & Permits are applying two different procedural standards to two different property owners.

Based on the above, only one of these can be true:

1. My permit application is being withheld on an incorrect basis; or

2. The owner of 1223-1225 Pauline Street was improperly instructed to apply for a building permit without first obtaining an HDLC CofA.

I am asking for clarification on the following:

1. Is it necessary to obtain an CofA from the HLDC before Safety & Permits can process a building permit application?

2. If so, why was the property owner at 1223-1225 Pauline Street i**nstructed to apply to Safety & Permits for the retention of an accessory structure for which he has not first obtained a CofA from the HDLC**?

3. If not, why does **Safety & Permits refuse to process my permit application until and unless I obtain a CofA from the HDLC** (that I do not even need)?

I would appreciate a timely response to this inquiry, particularly as I was directed that I must make this inquiry as a condiciton of Safety & Permits processing my permit application.

Sincerely,
Lacar Musgrove
1227 Pauline Street
New Orleans, LA 70117
504.417.2171

EMERGENCY MEDICAL SERVICES

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

DR. MEGAN MARINO, M.D.
DIRECTOR | MEDICAL DIRECTOR

August 1, 2025

Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Contract Amendment with Acadian Ambulance Service of New Orleans, LLC

Dear Madame Clerk:

Pursuant to Rule 57, please find attached a proposed third amendment to an agreement between the City of New Orleans and Acadian Ambulance Service of New Orleans, LLC, a completed contract summary form.

Respectfully submitted,

William T. Salmeron, Chief of New Orleans EMS
Bill.Salmeron@nola.gov
New Orleans Emergency Medical Services

Attachments: Contract summary form, contract

cc: Justyn Hawkins, Council Chief of Staff
Adam Swensek, Council Executive Counsel
Liz Brusseau, Director for City Council Relations

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC

THIS THIRD AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Acadian Ambulance Service of New Orleans, LLC, represented by Timothy J. Burke (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of January 1, 2026 (the "**Effective Date**").

RECITALS

WHEREAS, on December 9, 2022, the City issued Request for Proposals No. 2695, seeking qualified persons to provide supplemental emergency ambulance services to the City of New Orleans' Emergency Medical Services (the "**RFP**"); and

WHEREAS, the Contractor submitted a proposal, dated December 21, 2022, and the City selected the Contractor to perform the professional services described in the RFP; and

WHEREAS, on January 1, 2023, the City and the Contractor entered into a professional services agreement for ambulance services (the "**Agreement**"); and

WHEREAS, on January 1, 2024, the City and the Contractor amended the Agreement for the first time to extend the term of the Agreement, to reaffirm the price proposal submitted to the RFP, to increase the Agreement's compensation, and to modify certain terms and conditions for continuity of services ("**First Amendment**"); and

WHEREAS, on January 1, 2025, the City and the Contractor amended the Agreement for the second time to extend the term of the Agreement, to reaffirm the price proposal submitted to the RFP, to increase the Agreement's compensation, and to modify certain terms and conditions for continuity of services ("**Second Amendment**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement's term for an additional one (1) year and to reaffirm the price proposal submitted by the Contractor in response to the City's RFP; and

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension***. In accordance with Article V, Section (B) of the Agreement, the term is extended for an additional one (1) year from the Effective Date through December 31, 2026.

2. ***Price*****.** The price provision in Article IV, Section (A)(1) of the Agreement shall be deleted in its entirety and replaced with the following: The City will pay Contractor in accordance with the rates submitted in the revised Contractor's Pricing Table, attached hereto as Exhibit "B."

3. ***Maximum Compensation***. In accordance with Article IV, Section (B) of the Agreement, the lifetime aggregate amount payable under the Agreement in its entirety will remain at **$2,550,000.00.**

a. Contractor will inform the City when there is twenty percent (20%) of the total contract compensation remaining in the current term. The City will use its best efforts to obtain additional funding to continue the services under the Agreement and warrants that it will not request services under the Agreement if funding is not available to compensate the Contractor.

4. ***Special Conditions for FEMA Contracts.*** The "Special Conditions for FEMA Contracts," attached as Exhibit "A" to this Amendment, are expressly incorporated and will become effective immediately if the City has indicated that it will or may seek reimbursement from FEMA in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement from FEMA in connection with the work to be performed under this Amendment.

5. ***Convicted Felon Statement***. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under State or Federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

6. ***Non-Solicitation Statement***. The Contractor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. ***Prior Terms Binding***. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

8. ***Counterparts***. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

9. ***Electronic Signature and Delivery***. The Parties agree that a signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGES]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025.**

BY: _____
CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC

BY: _____
TIMOTHY J. BURKE, CPA, CGMA,
FACHE REGIONAL VICE PRESIDENT

_____
FEDERAL TAX I.D.

[EXHIBIT "A" ON NEXT PAGES]

EXHIBIT A

Special Conditions For FEMA Contracts

This Contract may be subject to FEMA reimbursement. Notwithstanding any provision of the Contract to the contrary, the following terms and conditions will apply:

A. *Termination for Cause*:

The City and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other Party of its intent to terminate and the reasons, therefore. If the termination for cause is subsequently challenged in a court of law and if the Challenging Party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the Challenging Party and no further notice shall be required.

B. *Termination for Convenience*:

The Parties shall have the right to terminate this Contract without cause by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that a Party elects to terminate for convenience, the City shall be obligated to pay the Contractor only for those services performed in accordance with Article I of the Contract up to and through the date of termination.

C. *Records Retention and Access*:

The Contractor shall grant the City, the State of Louisiana, the Federal Emergency Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract for the purpose of making audit examination excerpts. The Contractor shall retain all required records for five (5) years from the Contract's expiration or until such time as: **(1)** the State of Louisiana or the City makes final payments, or **(2)** all other pending matters related to the Contract are closed, whichever is later.

D. *Compliance with Applicable Laws and Regulations*:

As applicable, the Contractor shall comply with each of the following, all of which are incorporated herein by reference:

1. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

3. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

4. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

5. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

6. Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. Any and all applicable requirements as required by Federal Uniform Administrative Requirements (Appendix II to 2 CFR Part 200).

E. ***Debarment, Suspension, and Ineligibility*:**

The Contractor represents and warrants that it and its sub-contractors are not debarred, suspended, or placed in ineligibility status in the System for Award Management ("**SAM**") in accordance with the applicable OMB guidelines relating to government debarment and suspension regulations.

F. ***Remedies and Sanctions Against Contractor's Default*:**

The City retains all rights and recourse under Louisiana law to enforce this Contract or recover damages in connection with any Contractor breach or violation hereof.

EXHIBIT B

Pricing Table

Scope of Work 1 – ALS

- Cost per Truck: $2,760.00*
- Cost per Hour: $230.00

Scope of Work 2 – BLS

- Cost per Truck: $2,280.00*
- Cost per Hour: $190.00

** "Cost per Truck" rate is based on an assumed 12-hour shift and represents the "Cost per Hour" rate multiplied by 12. For all shifts, including those which may be shorter or longer, the listed "Cost per Hour" rate will be billed for each hour worked.*

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans EMS

Name of Contact Person: Christina Magee

Telephone Number: (504) 658-2743

Email Address: clmagee@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To authorize the Mayor and City Council President to enter into an third Amendment to the Emergency Contract with Acadian Ambulance Service, Inc. for ambulance services.
2. **The parties involved:** The City of New Orleans, New Orleans EMS, and Acadian Ambulance Service, Inc.
3. **The obligations, expectations, and deliverables of the parties involved:** Acadian Ambulance Service, Inc. has provided emergency ambulance services since August 1, 2020 to supplement the needs of New Orleans EMS's treatment of emergency patients throughout the City.
4. **The duration of the contract:** January 1, 2026 through December 31, 2026
5. **The cost and any fiscal implications of the contract for the City:** The lifetime maximum amount payable for the life of the contract is $2,550,000.00.
6. **Describe disadvantaged business enterprise (DBE) participation:** Acadian Ambulance Service, Inc. is currently the only provider of ambulance services in the City of New Orleans.

Reference: Council Rule 57 & City Code Section 70-10

CHIEF ADMINISTRATIVE OFFICE
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GILBERT A. MONTAÑO
CHIEF ADMINISTRATIVE OFFICER

August 15, 2025

Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Agreement with AFSCME, Council 17

Madame Clerk,

Pursuant to City Code Section 114-412 and City Council Rule 57, please find attached an agreement between the City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17 and a completed contract summary form.

Respectfully submitted,

Rene T. Hollins
Chief Operations Manager
Chief Administrative Office – Employee Relations Division
rthollins@nola.gov

cc: Justyn Hawkins, City Council Chief of Staff
Adam Swensek, City Council Executive Counsel
Liz Brusseau, Director for City Council Relations

Introduction

THIS AGREEMENT is entered into as of this 23rd day of June, 2025, between the City of New Orleans, Louisiana, hereinafter referred to as the "City," and the American Federation of State, County and Municipal Employees Union, Council 17, hereinafter referred to as the "the Union." It is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties, to set forth agreements between the parties concerning certain terms and conditions of employment, and provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise regarding said agreements. There shall be no individual arrangement contrary to the terms hereof. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City and the employees covered by this Agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties recognize the need for continuous and reliable service to the public.

This Agreement is entered into with full understanding and recognition of the following:

A. Council 17, AFSCME, AFL-CIO, is the exclusive bargaining agent for employees in the general government bargaining unit, as described in the New Orleans City Code, Article V, Section 114-400, *et seq.* and Resolution No. R-24-621 of the New Orleans City Council.
B. Pursuant to New Orleans City Code, Article V, Section 114-405, the City may only engage in collective bargaining and enter into a collective bargaining agreement with the Union regarding employees covered by this Agreement.
C. Pursuant to New Orleans City Code, Article V, Section 114-400, *et seq.* the City and the Union are obligated to bargain in good faith for employee matters on behalf of employees in the general government bargaining unit.
D. Pursuant to New Orleans City Code, Article V, Section 114-12, this Agreement is effective only when it has been executed by the Mayor of the City of New Orleans and an authorized representative of the Union, as well as ratified by the New Orleans City Council.

ARTICLE 1

Duration

This Agreement shall be effective, except where otherwise specified, as of the date the Agreement is approved by the New Orleans City Council, as provided in New Orleans City Code, Article V, Section 114-413, and continue in effect for three years from the date the Agreement becomes effective.

ARTICLE 2

Scope of Agreement and Definitions

A. The Union and the City agree that the terms of this Agreement apply only to City employees in the general government bargaining unit identified in New Orleans City Code, 1995, Article V, Section 114-403(c), excluding employees in New Orleans Emergency Medical Services.

B. Where the term "Department" is used in this Agreement, it means the any of the offices, departments, boards, and commissions identified in Article IV, Section 4-102 of the Home Rule Charter of the City of New Orleans, as well as the New Orleans Public Library, the City Planning Commission, the Vieux Carré Commission, the Human Rights Commission, the Office of the Inspector General, the Office of the Independent Police Monitor, the Ethics Review Board, the New Orleans City Council, the Office of the Clerk of City Council, and the Municipal and Traffic Court of New Orleans, but excluding any such office, department, board, or commission which has no employees in the general government bargaining unit.

ARTICLE 3

Non-Discrimination

The Union and the City acknowledge that there shall be no discrimination against any employee on any basis prohibited by applicable federal, state, or local law, including without limitation on the basis of race, creed, color, national origin, sex, change of sex, gender identity, age, disability, marital status, sexual orientation or citizenship status, in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

The foregoing paragraph does not create new rights or obligations. Allegations of employment discrimination in violation of federal, state, or local law shall not be the subject of a CBA Grievance, as provided for in Article 7 of this Agreement.

The City and the Union agree that there will be no unlawful discrimination by the City or the Union against any employee because of the employee's membership in the Union or because of any employee's lawful activity and/or support of the Union.

Where masculine, feminine or gender-neutral pronouns may be used in this agreement, such pronouns may refer to individuals of any gender. The pronouns 'they,' 'them,' and 'their' may refer to a singular individual or to multiple individuals as the context implies.

ARTICLE 4

Union Rights and Obligations

The Union and the City agree that the Union has the following rights and obligations, in addition to any other rights and obligations provided by law:

A. Fair and Good Faith Representation

The Union has the duty to represent City employees in the general government bargaining unit fairly and in good faith.

B. Workplace Meetings

The Union shall have reasonable opportunity to use the location where general government bargaining unit employees perform their work for the purpose of holding meetings with general government bargaining unit employees at those work locations, provided that (1) suitable meeting space at the location exists, (2) use by the Union will not impede or interfere with regular City operations, and (3) the Union provides advance notice to the appropriate City designee. The amount of advance notice required for the Union to use a particular location will be determined by the City and provided to the Union in writing, but in no case shall the city require more than two (2) calendar weeks notice.

C. Identification of Union Representatives

The City recognizes and shall deal with all accredited Union Stewards, the Union President and/or Vice-President and accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO.

Within sixty (60) days from the effective date of this Agreement, the Union must identify all individuals who are authorized to represent the Union in its dealings with the City. This identification must be provided to the City's designee in writing, must list the full name of each authorized Union representative, and describe the extent of each representative's authority to speak and act on behalf of the Union. The Union is responsible for using the foregoing procedure to notify the City of changes regarding the Union's authorized representatives. The City and the Union agree that the City has no obligation to treat an individual as a representative of the Union unless that individual has been identified as an authorized Union representative in the manner described in this paragraph.

D. Workplace Access

Authorized representatives of the Union shall be granted reasonable permission to visit City premises during working hours to talk with stewards of the union, discuss grievances or other union business with stewards of the Union, or meet with a City official concerning matters

covered by this Agreement. The City may deny access to certain locations or at certain times if the presence of the Union representative may reasonably interfere with regular City operations or if the Union representative would have access to confidential or other non-public information.

E. Bulletin Board

The City will provide space for the Union to furnish and maintain a bulletin board, or to utilize a portion of an existing bulletin board, for each department containing employees in the general bargaining unit, for posting Union business and information for eligible employees.

F. Distribution of Union Information

The Union shall be permitted to place and distribute materials at mutually agreed-upon locations frequented by employees, before and after work, and during breaks and meals periods.

G. Stewards

For purposes of this Agreement, a "Steward" is an employee whom the Union has authorized to act on behalf of the Union with respect to the general bargaining unit employees in a specified department or one or more divisions within a department. A Steward's duties on behalf of the Union may include the following:

- Posting Union notices;
- Distributing Union literature;
- Soliciting Union membership during non-working time of the employee whose membership is being solicited;
- Transmitting communications authorized by the Union to the City's representatives;
- Consulting with the City, its representative, Local Union Officers or other Union representatives, concerning the enforcement of any provisions of this Agreement;
- Investigating and processing CBA Grievances; and
- Representing employees during meetings with supervisors or the appointing authority, pre-termination hearings, and CBA Grievance hearings.

The number of Stewards to be recognized by the City and the area to be represented by the Stewards shall be mutually agreed to by the Employer and the Union. The Mayor of the City may designate a representative to approve the agreement between the City and the Union regarding the number of Stewards and their areas of representation.

The Union shall provide the City with a written list of employees the Union has designated as Stewards, along with a description of the departments or divisions to be represented by each Steward, shall be furnished to the Employer immediately after their designation. The Union shall promptly notify the Employer of any change in Union Stewards.

Union Stewards shall be allowed a reasonable amount of time during working hours to investigate and settle grievances within their respective areas of representation. Before investigating any grievance, the Steward shall request approval from their immediate supervisor by notifying the supervisor of their intended destination and time they expect to cease their regular duties. The Steward shall also notify the supervisor of the time they return to their regular duties. The Steward's supervisor may deny such a request to the extent that the Steward's absence or the requested investigation will substantially interfere with normal operations of any City department or division. When a Steward's request to investigate a grievance is denied, the Steward and the supervisor should work together in good faith to find an alternative time, place, or manner that the investigation can be conducted without interfering with City operations.

H. Union Business

The City and the Union agree that the following activities by employees, who are official representatives of the Union, should be compensated by the City as working time if the activities occur during the employee's regular working time and do not interfere with the performance of the employee's regular duties for the City:

- participating in collective bargaining between the City and the Union;
- participating in meetings of a committee established pursuant to this Agreement;
- consulting with the City, or its representatives, about the enforcement of any provisions of this Agreement;
- posting Union notices;
- distributing Union literature;
- soliciting Union membership during non-working time of the employee whose membership is being solicited;
- transmitting authorized Union communications to the City's representatives;
- assisting other employees with filing CBA Grievances or participating in the CBA Grievance process as a Union representative;
- attending Civil Service employee appeal hearings of bargaining unit members subject to Civil Service Rule II, § 4.9;
- investigating potential grievances; and
- representing employees during meetings with supervisors or the appointing authority, pre-termination hearings, and CBA Grievance hearings.

The City and the Union acknowledge that for employee time spent on Union business to be paid as time worked for the City, such compensation must be authorized under the Rules of the New Orleans Civil Service Commission ("Civil Service Rules") at the time the Union business is conducted. If such compensation has not been authorized for the Union business, the employee may use any form of leave allowed under the Civil Service Rules.

I. CBA Grievance Activities During Work Time

An employee who is the grievant in a CBA Grievance shall be allowed to attend meetings and hearings that make up the formal CBA Grievance procedure during work hours without using leave. If the formal CBA Grievance procedure allows for parties to call witnesses, any employee called as a witness in a CBA Grievance proceeding shall be allowed to testify in said proceeding during working hours without using leave.

J. Union Officers

The Union may use the procedure described in section C of this Article to identify up to seven (7) employees who have been elected to a Union office or board position. Such elected Union officers shall be allowed up to five working days per year to attend Union conferences or conventions; this time shall be considered as working pursuant to Civil Service Rule VIII, Section 4.2. Request to attend any conference or convention pursuant to this section must be submitted in writing to the appointing authority or their designee at least twenty-one (21) days in advance. The City may deny the request if the requesting employee's absence from work would significantly impair the operations of the employee's department or division.

K. Employee Participation in Collective Bargaining

Should the Union designate employees other than Stewards or elected Union officers to participate in collective bargaining with the City, it shall notify the City of said employees' role using the procedure set forth in section C of this Article. Employees designated to participate in collective bargaining meetings are responsible for notifying their supervisor in writing fourteen (14) calendar days in advance of the meeting, or as soon as practicable if the meeting is scheduled less than fourteen (14) calendar days in advance. The City and the Union should make reasonable efforts to schedule collective bargaining meetings for times and dates when participating employees' absence will not adversely affect City operations.

L. Union Materials included in Documents Provided to New Employees.

The City further agrees that the Union may provide the City with a pamphlet or other document containing information about the Union and soliciting Union membership for inclusion in materials about voluntary services and opportunities that are provided to new City employees in the bargaining unit. The City may refuse to accept and distribute any material provided by the Union pursuant to this paragraph if it contains false or misleading statements regarding the City, any City official, City operations, the CBA, or the Union.

ARTICLE 5

Management Rights

The City and the Union agree that this Agreement does not restrict, limit, or otherwise impair the City's power and authority to determine its programs and policies, manage its business, and direct the work of City employees. Provided that these management rights shall not be exercised in violation of any provisions of this Agreement.

ARTICLE 6

Authorization of Payroll Deductions

A. For employees in the general government bargaining unit, the City agrees to honor all authorizations for payroll deduction of payments to the union and to remit such payments promptly to the Union pursuant to such authorization. An employee's authorization for payroll deduction of payments to the union shall be implemented in the pay period following the pay period in which the authorization is submitted to the City. Revocation of such authorization shall be in accordance with the procedures described on the authorization.

B. In the event it is no longer legally permissible for the City to comply with the obligation to provide employees with the right to have their authorized payments to the union withheld from their paychecks, or if such right is impaired upon the expiration of this Agreement, the City shall provide the union with access to all bargaining unit employees on duty time to provide employees with the opportunity to arrange payments to the union using alternatives to payroll deduction. The union and the City shall schedule such time by mutual agreement and the duty time of the bargaining unit employee shall generally be limited to thirty (30) minutes.

ARTICLE 7

CBA Grievance Procedure

A. "CBA Grievance" and "Grievant" Defined

A "CBA Grievance" shall be defined as a claim of breach, misinterpretation, or misapplication of any provision of this Agreement. The CBA grievance procedure does not alter, replace, or otherwise affect the grievance procedure set forth in CAO Policy Memorandum No. 4 (R). A "grievant" is an employee who is subject to this Agreement and files a CBA Grievance.

B. Processing CBA Grievances

The procedure established by this Article shall be the exclusive remedy for any CBA Grievance. Any CBA Grievance not presented and processed in the manner and within the limits (unless such time limits are extended by mutual agreement of the City and the Union in writing) established herein shall be waived, and therefore such CBA Grievance may not be made the basis for any

action, either under this Agreement or otherwise. The arbitrator shall have no authority to excuse the failure to comply with the time limits. For the purpose of this Article, all references to days shall be City working days, excluding weekends and holidays.

CBA Grievances shall be presented and processed as follows:

Step 1.

As soon as possible, but in no event later than ten (10) working days from the date of the incident, a grievant or an authorized Union representative shall submit a CBA Grievance form as provided in this agreement to their immediate supervisor indicating the nature of the CBA Grievance. The CBA Grievance shall also specify the clause of the Agreement at issue and the settlement desired; a CBA Grievance that fails to specify the clause of the Agreement at issue and the desired settlement shall be null and void and shall not require any response from the City. The supervisor shall immediately provide the grievant or steward with a signed dated receipt that they have received the written CBA Grievance. If the CBA Grievance requests a settlement that the immediate supervisor lacks authority to implement, then the immediate supervisory may notify the grievant or steward in writing that the grievance should immediately proceed to Step 2; this notice should be provided within five (5) working days. A meeting shall be held with the aggrieved employee and their steward or union representative with the immediate supervisor or their designee on a mutually agreed upon date, but no later than ten (10) working days from the date of the signed receipt of the CBA Grievance. After the meeting, the immediate supervisor shall issue a written decision on the form within ten (10) working days of the meeting. If the CBA Grievance involves or is directly against the employee's immediate supervisor, then the process in step 1 shall not be handled by the employee's immediate supervisor, but rather by the next level manager above the employee's immediate supervisor.

Step 2.

If the CBA Grievance is not settled or withdrawn from Step 1, the employee, steward, or the Union representative shall, within ten (10) working days following receipt of the written response from Step 1, present the CBA Grievance in writing, signed by the aggrieved employee or a representative of the Union, to the department director or their designee. A meeting shall be held with the department director or their designee to discuss the CBA Grievance within ten (10) working days of their receipt of the CBA Grievance. The department director or their designee shall issue a written response to the CBA Grievance within ten (10) working days of the meeting.

Step 3.

If the CBA Grievance is not settled or withdrawn the employee or union representative shall, within ten (10) working days of the decision in Step 2, present the CBA Grievance in writing to the Chief Administrative Officer (CAO), or their designee, and request a meeting for the

purpose of attempting to settle the matter. The CAO, or their designee, must acknowledge receipt of the CBA Grievance and promptly schedule a meeting with the grievant or union representative. The meeting shall be held within ten (10) working days from when the CAO, or their designee, received the CBA Grievance, unless at an otherwise mutually agreed upon date in writing. After the meeting, the CAO or their designee shall provide a written response to the CBA Grievance within fifteen (15) working days following the CBA Grievance meeting.

Not later than one day before the response is due, the CAO or their designee may extend the response up to twenty (20) days and provide a reason for the extension. If additional time is required past the extension, the CAO, or their designee, will meet and confer with the Grievant and Authorized Union Representative to determine a timeline for a response. If the parties fail to agree on a timeline for a response, the CAO, or their designee, will select a response deadline that is reasonable under the circumstances. No additional extensions will be authorized after the deadline agreed to by the parties.

Step 4.

If the CBA Grievance is not settled or withdrawn, the Union shall, within ten (10) working days following the decision in Step 3, give written notice to the CAO, or their designee, of their desire to submit such CBA Grievance to arbitration.

Only the Union may submit a CBA Grievance to arbitration.

C. Management Failure to Comply with Time Limits

If the time limits for responding to a CBA grievance in Step 1 are not met, the grievance shall proceed immediately to Step 2. If the City fails to comply with time limits set forth in Step 2 or Step 3 under this Article, the Union or grievant may send notice of failure to respond along with a copy of the CBA Grievance to the designated authority by certified mail or by electronic mail to the address designated by the City; if a response is not received within five (5) working days of receipt, the CBA Grievance shall be resolved in favor of the Union grievant. In the event that a CBA Grievance is resolved in favor of the grievant because the City failed to comply with time limits under this Article, the City shall only be required to implement the grievant's requested settlement to the extent that it remedies, or fairly compensates the grievant for, the alleged breach of this Agreement.

D. Arbitration Procedure

If the Union has timely notified the City of their intent to submit a CBA Grievance to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a list of five arbitrators. Such request must be made no later than 30 working days following the date of Union's notice of desire to arbitrate, and a copy of such request shall be furnished to the CAO, or their designee.

Within ten days of receipt of the list of arbitrators, the CAO, or their designee, and Union shall eliminate four names there from by alternately striking one, and the person whose name remains on the list shall serve as the arbitrator for the CBA Grievance in question. If necessary, the first strike shall be determined by a coin flip.

The arbitrator shall proceed as soon as practicable to hold a hearing. Unless the parties agree otherwise, only one CBA Grievance shall be heard at a time unless the City and the Union agree that CBA Grievances are similar enough to warrant consolidation. CBA Grievances shall be arbitrated in the order in which they are filed.

The fees and expenses of the arbitrator shall be borne equally by the City and the Union.

E. Arbitrator's Authority

The sole function of the arbitrator shall be to interpret the provisions of this Agreement and apply them to the facts of the CBA Grievance, and if they determine that the Agreement was breached, they may award an appropriate remedy. The arbitrator shall have no power to modify, supplement or otherwise alter this Agreement.

The decision of the arbitrator, within the limits of their authority as described herein, shall be final and binding upon the City, Union, and employees concerned.

The arbitrator shall render a decision in writing within thirty (30) calendar days, including Saturdays, Sundays and City holidays, following completion of the hearing and the filing of briefs, if any, unless an extension of time is agreed to by the City and Union.

F. CBA Grievance Mediation- Waiving Arbitration Deadlines

Upon written mutual agreement of the Union and the City, the parties can waive timelines for arbitration while utilizing the services of FMCS Federal Mediators to resolve a CBA Grievance.

G. Group Grievances

A single CBA Grievance may be filed by more than one grievant in cases where the grievants' claim concerns the same or a substantially similar misinterpretation, misapplication, or breach of this Agreement. In such cases, for purposes of Step 1, if all grievants do not have the same immediate supervisor, the grievance must be submitted to and handled by the next level manager above all of the grievants. If the group grievants do not share a manager below the department director, the CBA Grievance procedure will begin at Step 2. If the CBA grievance includes grievants from more than one department, the CBA Grievance procedure will begin at Step 3.

ARTICLE 8

A. Integrity of the Bargaining Unit

The City recognizes the integrity of the bargaining unit and will continue to assign bargaining unit work to bargaining unit employees. The City may hire temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis.

ARTICLE 9

Hours of Work, Schedules, and Overtime

A. Work Schedules

To the extent practicable, the City will notify employees of the days and hours that they are expected to work on a regular basis. The City will notify an employee of changes to their regular work schedule at least one week in advance, except when an unforeseen or emergent circumstance requires a temporary change in the employee's work schedule.

B. Voluntary Overtime

1. Departments and supervisors will provide bargaining unit employees with opportunities to work voluntary overtime in a fair and equitable manner. In the absence of other operational or equitable consideration, preference for voluntary overtime opportunities should be based on seniority. Departments may, by policy or other writing, provide that employees are ineligible for voluntary overtime if they are on a Performance Improvement Plan or received an overall designation of "Does Not Meet Expectations" on their most recent performance evaluation.

2. Any Departmental policy or writing concerning voluntary overtime opportunities will be provided to the union.

3. Each Department will make available and display in a location accessible to bargaining unit members either a voluntary overtime list, detailing the employee's turn in the voluntary overtime rotation, or a written explanation of the Department's method of determining preference for voluntary overtime, which is sufficient for employees to know who is eligible for a given overtime opportunity.

C. Mandatory Overtime

1. Employees may be required to work without the right of refusal in the event a sufficient number of volunteers cannot be obtained. The City will create and maintain contemporaneous records identifying which employees were required to work mandatory overtime and the date and hours they were required to work. Where practicable, the City

must give employees written notice of mandatory overtime assignments at least twenty-four hours in advance. However, all requests for mandatory overtime will be put in writing to the employee in advance of the overtime shift.

2. Departments and Supervisors will assign mandatory overtime to bargaining unit employees in a fair and equitable manner. In the absence of other operational or equitable considerations, the order in which eligible employees are assigned mandatory overtime should be determined by reverse seniority.

3. Any departmental policy or other written procedure regarding mandatory overtime will be provided to the union once established.

4. Each department will make available and display in a location accessible to bargaining unit members either a mandatory overtime list, detailing the employees' turn in the mandatory overtime rotation, or a written explanation of the Department's method for determining how mandatory overtime is assigned, which is sufficient for employees to know who will be assigned to a given overtime shift.

ARTICLE 10

Health and Safety

A. Both parties to this Agreement hold themselves responsible for mutual co-operation on enforcement of safety rules and regulations.

B. The City will take measures to ensure that working conditions, such as excessive heat, do not pose an unreasonable risk to the health and safety of employees.

C. Each department containing employees subject to this Agreement will designate supervisors or other individuals to whom employees may report health and safety concerns about working conditions. If an employee raises a health or safety concern in this manner, the City will immediately investigate the concern and determine what response, if any, is needed. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article 7 of this Agreement. If an employee who raises a health or safety concern as provided in this paragraph believes that they cannot perform their regular duties safely until the concern has been addressed, the City will, where possible, either temporarily assign the employee to alternate duties or adjust the employee's work schedule to allow the employee to make up time not worked as a result of the health and safety concern. Nothing in this Agreement precludes the City from taking disciplinary action against an employee who reports a health or safety concern in bad faith.

D. If an employee works in a department for which there is a department handbook or manual, the employe should be provided with a copy of, or access to, said handbook or manual. If a

department containing bargaining unit employees updates its handbook or manual, the department will notify its employees and provide them with either a copy of, or access to, the newly updated handbook or manual within thirty (30) calendar days of the update. Where an employee has not been provided with a handbook or manual, or any updates thereto, that employee may not be held responsible for failing to comply with any rules, procedures, or requirements in the material that has not been provided to him.

E. If a Department requires an employee to sign a document confirming or acknowledging receipt of a Department handbook or manual, the employee, even if probationary, may not be required to provide a signature until the employee has actually received the handbook or manual.

F. Where an appointing authority has determined that some or all of an employee's duties to be performed by an employee require training that is not a prerequisite for the position, the City will ensure that the employee receives the necessary training.

ARTICLE 11

Representation During Investigations and Disciplinary Meetings

A. Pre-termination Hearings

1. Employees are entitled to have an attorney or union representative present at their pre-termination hearing. Absent exceptional circumstances, the City will notify the employee of a pre-termination hearing no less than one calendar week prior to the date of the hearing. Exceptional circumstances justifying less than one week advance notice of a pre-termination hearing include, but are not limited to, egregious misconduct that warrants an emergency suspension pending the pre-termination hearing. If the City notifies the employee of a pre-termination hearing less than one week before the date of the hearing, the City will make a good faith effort to accommodate requests to reschedule the hearing to allow a union representative or attorney to attend.

2. At a pre-termination hearing, the employee's attorney or union representative may provide advice to the employee. At a time specified by the City representative who is conducting the hearing, the attorney or union representative may make a statement on behalf of the employee and may ask informational questions about the proceedings or similar matters.

3. The City, the employee, the employee's attorney and the union representative agree to conduct themselves in respectful and responsible manner throughout the hearing. If the employee's attorney or union representative is disruptive or obstructs the hearing, the following "three strike" method will be used in an effort to resolve disputes within the hearing:

i. An admonition by the City to the employee representative to serve as a warning that the employee representative's behavior is disruptive or obstructing the hearing. The City will provide an oral explanation of how the behavior is disruptive or obstructive.

ii. If, after admonition by the City, the employee representative continues to be disruptive or obstructive, a fifteen (15) minute recess will be called to ease tensions. A longer or shorter recess can be called by mutual agreement by the parties.

iii. If, after both an admonition and the recess prove unsuccessful in correcting the behavior, the employee representative may be asked to leave so that the hearing may continue.

B. Disciplinary meetings

1. When the appointing authority or their representatives meet with an employee about a disciplinary action other than termination from employment, the employee may have a union representative present for the disciplinary meeting. The City will give the employee notice at least 48 hours ahead of the meeting to allow a steward or other on-site union representative to attend the meeting; however, the City may give an employee less notice in exigent circumstances.

2. At a disciplinary meeting under this section, union representatives will be given an opportunity to ask questions and otherwise discuss the disciplinary action with the appointing authority or the representative of the appointing authority present at the meeting.

3. If a union representative was unable to attend a disciplinary meeting under this section, within ten (10) calendar days after the issuance of discipline, the Union may request a meeting with the appointing authority, or their representative, to discuss the disciplinary action. The appointing authority will attempt to schedule any meeting requested by the Union under this section within twenty-five (25) calendar days after the issuance of discipline.

C. Investigations and Interviews

If the appointing authority, or their representative, schedules a meeting with an employee to interview, collect a statement about, or otherwise discuss any incident or event, and if the employee believes the appointing authority is considering disciplinary action against them, the employee may request that a union representative be present to observe the meeting. A union representative may not interrupt questioning of the employee, attempt to speak for the employee, or instruct the employee about what to say or not say. After the appointing authority or their representative has finished asking questions of the employee, the union representative may request an opportunity to ask informational questions or make a brief statement. The "three strike" process described in

subsection A of this article will be utilized if a union representative who is disrupting or obstructive during the meeting.

D. Counseling Meetings

If an employee receives written or verbal counseling, the employee or the Union may request a meeting with the supervisor who issued the counseling to discuss the matter. The City will make reasonable efforts to accommodate requests for meetings with the Union about counselling of an employee.

E. Failure of any party to comply with the provisions of this Article shall not constitute grounds to reverse, rescind, or nullify any disciplinary action taken against an employee.

F. If the City has reason to counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

G. No employee, including a probationary employee, will face disciplinary action for the refusal to sign for the receipt of any item if the employee has not yet received it.

ARTICLE 12

Determination of Leave

A. Requests for annual leave cannot be unreasonably denied, and a denial must be due to operational or business reasons only. A denial of leave must be made in writing and include the reason for the denial and must be given to the employee as soon as reasonably possible.

B. If an appointing authority fails to respond to a request for leave within the time required by Civil Service Rule VIII, Section 1.5(e), the request for leave will be deemed approved.

C. If an appointing authority instructs an employee to provide documentation in support of sick leave for less than six consecutive working days, the employee or the Union may request a meeting with the appointing authority to discuss the matter. When such a meeting is requested, the appointing authority or their representative will make reasonable efforts to meet with the employee and/or the Union before the end of the pay period following the sick leave at issue.

D. If an appointing authority has reason to dispute documentation provided in support of sick leave or has other reason to believe that an employee has charged an absence against sick leave although no actual illness or injury occurred, the appointing authority, before deducting the value of the absent time from the employee's accrued annual leave or pay or taking disciplinary action, must notify the employee that the use of sick leave is in question and provide the employee, along with a steward or authorized union representative if requested by the employee, an opportunity to discuss why they have made that determination and allow for the employee to provide an explanation.

1. The appointing authority shall give the employee reasonable notice of the meeting and provide the determination in writing within a reasonable period prior to the meeting. The written determination must state the reasons why the appointing authority disputed the employee's entitlement to sick leave.

E. Nothing in this Article shall preclude the City from taking disciplinary action against an employee for fraudulent use or other misuse of sick leave, nor shall any failure to comply with any requirements of this Article constitute grounds to rescind, reverse, or nullify any disciplinary action taken against an employee for fraudulent use or other misuse of sick leave.

ARTICLE 13

Job Security, Layoff and Recall

A. When the City determines that it may be necessary to reduce the work force in the classified service through layoffs of employees in the general government bargaining unit, the City will notify the Union in writing at the same time that it notifies the Personnel Director. This notice will be provided at least forty-five (45) calendar days prior to the effective date of the proposed reduction in force.

B. Prior to implementing layoffs that affect the general government bargaining unit, the City will meet and confer with the Union about reasons why the layoff is being proposed, the proposed effective date of the layoff, and any potential avenues to avoid the layoffs. This meeting will be held sufficiently far in advance of the proposed layoffs to allow for a meaningful consideration of options to avoid layoffs.

C. Once it has been determined that layoffs affecting the general government bargaining unit will occur, but before layoffs are implemented, the City will meet with the Union to discuss the layoffs, including but not limited to the following topics:

1. Discuss the classes of work and number of positions that may be reduced.
2. Vacant positions that may be filled by potential laid off employees.

D. Pursuant to Rule XII of the City Civil Service Commission, the Union shall be included in any correspondence from the appointing authority of the organization or the Chief Administrative Officer regarding the notification of layoffs to the Personnel Director.

ARTICLE 14

Labor Management Committee

A. Bargaining Unit LMC

For the duration of this Agreement, the City and the Union shall maintain a labor-management committee (LMC) for the purpose of providing a forum for the City and the Union to discuss issues relating to this Agreement and other labor relations issues that may arise with respect to the general government bargaining unit.

The LMC will consist of eight members: four representatives of the City and four representatives of the Union. The representatives of the City shall include the Assistant CAO, Human Resources or their designee, the City Attorney or their designee, and two additional members designated by the Chief Administrative Officer. The four representatives of the Union shall be designated by the Union.

Meetings and activities of the LMC shall be conducted on work time. The Union and the City will each appoint their own representatives on the LMC. The LMC will meet at least monthly, unless a majority of the committee agrees to cancel a meeting; the LMC may hold additional meetings by mutual agreement. The LMC shall meet within two (2) weeks by request of either party.

The LMC shall be invested with the power to study all problems relating to fringe benefits, hours of employment and other working conditions other than actual dollar salaries paid. Such a group will endeavor to resolve the problems raised by the Union and City during negotiations, as well as the problems raised by both as they shall arise from time to time during the term of this Agreement. At any time that such study group shall be ready to make any affirmative recommendations with regard to changes in terms or language of this Agreement, the Agreement shall automatically be reopened for the purpose of entering into negotiations with regard to such specific recommendations. Affirmative recommendations are reached when a majority of LMC members vote in favor of a recommendation.

B. Department LMCs

1. For each Department with employees subject to this Agreement, union members may, with the approval of the Union's executive board, create one Department LMC (DLMC) for the purpose of addressing labor-relations issues specific to a Department. Before the creation of the DLMC, Union representatives and the affected Department's appointing authority will agree upon a meeting schedule and file this with the LMC. The affected Department's appointing authority and the Union may each designate up to four members of the DLMC, for a total of eight members.

2. A simple majority of the LMC may create additional DLMCs. The meeting schedule and membership shall be determined initially by the LMC.

3. Designated DLMC members, union stewards, and/or union officers in a department will have a right to meet with the appointing authority about general staff and department dispositions and discuss recommendations quarterly, or more or less often if needed by mutual agreement of the parties, which should be requested in writing at least 3 weeks before the proposed meeting. If the union and appointing authority agree in writing at least 2 weeks before the end of a quarter, a meeting may be waived.

ARTICLE 15

Seniority and Promotion

A. Seniority

1. Seniority is the length of an employee's continuous service in any job classification. All such service must be continuous and without a break in service (e.g., uninterrupted by the employee's voluntary resignation or discharge). Leaves of absence, either paid or unpaid, are not to be considered breaks in service.

2. Seniority or length of service shall be computed from the most recent date that an employee commences employment in a bargaining unit position. It shall accrue during all paid and unpaid leave periods and probationary employment. It shall not accrue during periods of layoff or furlough, but length of service acquired prior to such layoff shall not be forfeited.

B. Promotional and Job Opportunity Notices

1. The union will be given a space within each Department, in a clearly visible area frequented by the Department's employees, notices of promotional opportunities and job openings. This space may be the same as the bulletin board provided pursuant to Article 4, Section E of this Agreement. The Union will be responsible for what is posted in the space provided for posting of promotional opportunities and job openings. The City agrees, to the extent practicable, to provide equitable notice of promotional opportunities to eligible employees.

ARTICLE 16

No Strike or Lockout

During the term of this Agreement, there shall be no stoppages of work, strikes or lockouts.

ARTICLE 17

Conflict With Civil Service Rules

This Agreement is not intended to change or conflict with any terms and conditions of employment established by the New Orleans Civil Service Commission ("Commission"), whether in its Rules or the Classified Pay Plan. Where possible, this Agreement shall be interpreted so as to avoid conflict with the Commission's Rules and Classified Pay Plan. In the event that the plain language of any portion of this Agreement conflicts with the Commission's Rules or the Classified Pay Plan, the conflicting portion of this Agreement shall not be enforceable.

ARTICLE 18

Successorship

This Agreement shall be binding upon the parties, their successors or assigns, and irrespective of any change or transfer of ownership, operation, or control and of any merger, consolidation or affiliation of the City.

ARTICLE 19

Savings Clause

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or potion thereof specifically specified in the court's decision. Upon issuance of such a decision, the City and the Union agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 20

Modification and Extension of Agreement

A. Modification

Changes to this Agreement may be made at any time during the term of this Agreement by mutual written consent of both parties. Any such changes will not take effect until approved by the New Orleans City Council pursuant to New Orleans City Code, Article V, Section 114-12

B. Extension

This Agreement, along with any modifications, may be extended past the term set forth in Article I by mutual consent of the parties, set forth in writing, and approved by the New Orleans City Council pursuant to New Orleans City Code, Article V, Section 114-12.

Made and entered into this 23rd day of June, 2025:

American Federation of State, County and Municipal Employees Local 2349, Council 17

Lloyd Permaul, Executive Director, Council 17

Sisto Campana, AFSCME International

Amanda Fallis, Local 2349 President

Irene Taylor, Local 2349

Kennan Mitchell, Local 2349

CITY OF NEW ORLEANS

BY: _____ for
LATOYA CANTRELL, MAYOR

Executed on this 26th **of** June **, 2025**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Sarah McCoy

CITY OF NEW ORLEANS, CITY COUNCIL

By: _____
Name: CITY COUNCIL PRESIDENT

Signed by on this _____ of _____, 2025

ADDENDUM

The parties have agreed to include this addendum to the Agreement as a reference to the various other sources of law and rules concerning other terms and conditions of their employment, which are of concern to employees but are not the subject of the Agreement between the City and the Union. This addendum is purely informational and does not create any additional rights or obligations between the parties.

Rules of the City of New Orleans Civil Service Commission

The Civil Service Rules govern many terms and conditions of employment for classified employees. These rules may be found on the City's website at https://nola.gov/next/civil-service/topics/commission/commission-rules-procedures/.

Wages

Civil Service Rule IV, Section 1 establishes that rates of pay for classified positions are subject to a pay plan approved by the Civil Service Commission. The Classified Pay Plan can be found on the City's website at https://nola.gov/next/civil-service/topics/classification-and-compensation/.

Civil Service Rule IV, Section 1.3 explains how an employee's regular hourly base rate of pay is calculated; for employees not engaged in law enforcement or fire protection activities, "their regular hourly base rate shall be computed by dividing the appropriate annual salary by fifty-two (52), and then dividing the quotient by either thirty-five (35), forty (40) or forty-six (46) depending upon the employee's assigned work schedule."

Civil Service Rule IV, Section 1.4 covers special pay rates based on positions/assignments that differ from others in the classification based on their "unpleasant or dangerous aspects."

Pay Differentials

Civil Service Rule IV, Section 1.6 provides for pay differentials for working outside of regular business hours.

Pay Increases

Civil Service Rule IV, Section 2 governs pay increases, including special assignments outside normal duties (Section 2.2), cost-of-living payments (Section 2.3), service-wide increases (Section 2.4), merit pay (section 2.5), pay above the minimum for recruitment/retention difficulty (Section 2.6), extraordinary qualifications (Section 2.7), and pay equity adjustments (Section 2.8).

Civil Service Rule IV, Section 8 covers longevity pay increases.

Overtime

Civil Service Rule IV, Section 9 governs overtime rates of pay, the thresholds for earning overtime, and other related matters.

Other Special Rates of Pay

Rule IV, Section 10 provides for emergency pay.

Rule IV, Section 11 concerns incentive pay.

Rule IV, Section 13 provides for holiday pay.

Displacement of Classified Employees

Civil Service Rule III, Section 6 provides for review of City contracts for personal or professional services by the Civil Service Department to determine whether such contracts will "result in the displacement of employees within the classified service." For contracts that will result in displacement of classified employees, the Civil Service Commission ("Commission") will review and approve the contract if "the City is entering into the contract for reasons of efficiency and economy and not for politically motivated reasons."

Holidays

City holidays are established by the New Orleans City Council. Employees may find a schedule of upcoming holidays online, on the Neutral Ground at https://employee.nola.gov/news-events/calendar/holidays/.

Discipline and Discharge

Civil Service Rule IX governs disciplinary actions. It includes a list of the types of disciplinary actions, provides for hearing and written notice prior to termination of employment, and requires that, within five working days of the effective date of any disciplinary action, the employee receive a written statement of the reasons for that disciplinary action.

Disciplinary Appeals

Civil Service Rule II, Section 4 explains the procedure for appeals of disciplinary action to the Civil Service Commission.

Discrimination Appeals

Civil Service Rule II, Sections 4.5 and 4.7 provide for appeals by classified employees "who allege that they have been discriminated against because of their political or religious beliefs, sex (including sexual harassment, sexual orientation, and/or gender identity), or race."

Probationary Status

Civil Service Rule VII establishes a one-year working test period (*i.e.*, probationary period) for every person appointed to a classified position. The rule also contains detailed provisions about the working test period.

Leave

Civil Service Rule VIII concerns all types of leave. The types of leave include: annual leave (Section 1), sick leave (Section 2), special types of paid leave (Section 4.1), leave without pay (Sections 4-8), parental leave (Section 9), family medical leave (Section 10), and official emergency leave (Section 11). Section 3 explains what happens to an employee's unused leave at separation from service with the City.

Promotions

Civil Service Rule VI governs filling of all vacancies, including by promotion. This includes a procedure for challenging a promotion when an employee who was passed over believes the decision was not merit-based (Rule VI, Section 6.1).

Layoffs

Civil Service Rule XII establishes the procedures that must be followed in order for the City to implement layoffs.

1052

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Chief Administrative Office - Employee Relations Division

Name of Contact Person: Rene T. Hollins

Telephone Number: (504) 658-8613

Email Address: rthollins@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To establish a collective bargaining agreement with AFSCME Council 17 that provides for certain terms and conditions of employment for City employees in the general government bargaining unit.

2. **The parties involved:** The City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17 ("AFSCME")

3. **The obligations, expectations, and deliverables of the parties involved:** The agreement provides terms and conditions of employment with respect to discrimination, rights of the AFSCME and its representatives,work schedules, assignment of overtime, health and safety, union representation of employees, leave procedures, layoffs, labor management committees, seniority and promotion, and strikes and lockouts

4. **The duration of the contract:** Three years from the date of approval by the City Council

5. **The cost and any fiscal implications of the contract for the City:** The City does not anticipate that the agreement will have any fiscal implications for the City.

6. **Describe disadvantaged business enterprise (DBE) participation:** None; the agreement does not involve the provision of goods or the performance of work or services by any party.

Reference: Council Rule 57 & City Code Section 70-10

OFFICE OF RESILIENCE & SUSTAINABILITY
CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

GREG R. NICHOLS
DEPUTY CHIEF RESILIENCE OFFICER

August 8, 2025

Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Agreement with Aptim Environmental and Infrastructure, LLC

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed agreement between the City of New Orleans and Aptim Environmental and Infrastructure, LLC and a completed contract summary form.

Respectfully submitted,

Dan Jatres, Infrastructure Projects Administrator
Office of Resilience & Sustainability
daniel.jatres@nola.gov

Attachments: Contract summary form, contract, motion

cc: Justyn Hawkins, Council Chief of Staff
Adam Swensek, Council Executive Counsel
Liz Brusseau, Director for City Council Relations
Greg Nichols, Deputy Chief Resilience Officer

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

RFP 4397

E-BIKE REBATE PROGRAM ADMINISTRATOR

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Aptim Environmental & Infrastructure, LLC, with Unique Entity Identifier W4GLZRAJB3Z5, represented by Joel Freehling, National Director (the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, on May 16, 2025, the City issued Request for Proposals number 4397 seeking qualified persons to provide professional services including designing and administering an e-bike incentive program (the "**RFP**");

WHEREAS, the Contractor submitted a proposal dated June 13, 2025, and the City has selected the Contractor to perform the professional services described in the RFP;

WHEREAS, the City received a $49,975,589.00 award from the U.S. Environmental Protection Agency for the Climate Pollution Reduction Grant Program: Implementation Grants General Competition, CFDA/Assistance Listing 66.046 Climate Pollution Reduction Grants on July 22, 2024;

WHEREAS, to that end, a Grant Agreement (02F71001) between the U.S. Environmental Protection Agency and the City of New Orleans was executed on October 11, 2024, to memorialize the aforementioned Climate Pollution Reduction Grant Program: Implementation Grants General Competition (the "**Cooperative Agreement**" or the "**Grant**"), which is attached separately and incorporated herein as "**Exhibit A**"; and

WHEREAS, the City has agreed to be the fiscal administrator for a maximum amount of $240,000.00 in federal funds payable to the Contractor upon completion of the Contractor's deliverables and as otherwise set forth hereunder.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services.*** The Contractor will, in accordance with the schedule approved by the City:

1. Task 1: Portal Setup. The Contractor will establish a user-friendly and easy-to-navigate application portal. Applicants will be directed to the application portal via the City of New Orleans website. The voucher portal must be available in English, Spanish, and Vietnamese. The voucher application portal must accommodate a brief survey on applicants' demographics and travel behavior. The survey content will be

provided by the City of New Orleans, which will need to be able to access responses. In providing the voucher portal, the Administrator must:

a. Leverage web analytics and use statistics, including sessions, views, and other relevant metrics.

b. Adhere to City of New Orleans security and data privacy policies as outlined in Exhibit C.

2. **Task 2: Applicant Registration and Rebate Distribution.** After each Application Phase closes, the Contractor will conduct a random selection among submitted applications and send an invitation to selected applicants to "claim" their voucher by submitting documentation demonstrating eligibility. The Contractor will process applications, which will include verifying participants' eligibility, and issuing unique digital vouchers via email. Additionally, any participants with barriers to digital access must have the ability to receive a printed voucher by mail. Vouchers for any selected applicants who fail to demonstrate eligibility will be redistributed to applicants on the waitlist.

3. **Task 3: E-Bike Vendor Registration and Reimbursement.** The Contractor will establish an online access point for e-bike vendors, where participating retailers can: validate vouchers; redeem voucher(s) for qualifying sales; indicate that they have redeemed a voucher, and submit documentation to request reimbursement. The Contractor will administer funding and reimburse e-bike vendors within approximately 14 business days of receiving completed invoices for the vouchers redeemed at participating retailers. Respondents should detail in their proposal their experience meeting a payment timeline like this under similar programs. The City reserves the right to negotiate a shorter payment timeline during contract negotiations with the selected firm.

4. **Task 4: Applicant and Vendor Customer Service.** The Contractor will provide customer service support by telephone and email, and preferably live web chat to assist residents in completing voucher applications, including methods for making customer service resources available in Spanish and Vietnamese languages. Phone service hours must be available at a minimum between 9 am and 5 pm Central Time weekdays during open application periods. City of New Orleans staff and our partners will also provide in-person customer support during drop-in office hours and regular events in neighborhoods throughout the city. Prior to the application opening, the Contractor will provide training and make training resources available to e-bike vendors in how to access the voucher portal, apply vouchers to eligible purchases, and submit proper documentation for voucher reimbursement. Training materials must be provided in print format, such as a printable pdf file, and preferably will include a recorded webinar, slide deck, or video. Until all voucher funds have been distributed, the Contractor will provide technical assistance to bike shops by phone and/or email.

5. **Task 5: Reporting.** Once the first application period launches and until all allocated funding for the vouchers is distributed, the Contractor will provide reports to the City twice per month via CSV or XLS file. In lieu of reporting twice per month, the Contractor may provide an online data dashboard that allows CSV file downloads. Reports (and, if applicable, data dashboards) shall include at a minimum:

- Resident name
- Resident email

- Resident phone
- Resident address
- Voucher ID number
- Bike shop
- Sale date
- Bike manufacturer and model
- Bike serial number
- Rebate amount
- E-bike sale price
- Application date and application status
- Voucher issue date and voucher status

Additionally, the Contractor will ensure timely access to any survey data collected via the application. Finally, once per quarter, the Contractor will provide a brief written report summarizing work accomplished for the previous period, including but not limited to: description of the deliverables and tasks completed during the reporting period; challenges encountered; recommendations for revisions in program administration; and findings and/or results.

6. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP; the Contractor's proposal dated June 13, 2025.

7. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

8. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;

9. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

10. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

11. Cooperate with the City and any person performing work for the City.

B. *Standards.* The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the same degree of care, skill, and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services in major United States metropolitan areas under the same or similar circumstances.

C. *Compliance with Laws.* The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances.

D. *Schedule*.

1. Schedule to Complete and Progress Schedule.

a. The Contractor will perform all work under this Agreement within 48 months from the Effective Date of this Agreement.

b. The Contractor will submit a proposed progress schedule evidencing meaningful steps to achieving the requirements set forth above, in Art. I(D)(1)(a), to the City within 14 calendar days of receiving written authorization from the City to proceed. At a minimum, the proposed progress schedule must include the following information and be arranged so the actual progress can be shown as work is completed: the Contractor will develop and provide a schedule for each assigned task order to ensure deliverables are provided within applicable grant program timelines.

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. *Invoices*.

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (*i.e.*, K#);

e. Name of the City Department to be invoiced (*i.e.*, City Civil Service);

f. Description of the Services completed; and

g. FEMA or HUD Project Number (*i.e.*, PW#), if applicable.

2. Invoices will be processed in accordance with Article III Section B of the Agreement.

3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. *Records and Reporting*.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of

costs incurred through the later of three (3) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

G. *Audit and Inspection*.

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. *Insurance*.

1. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

a. Minimum Requirements:

i. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

ii. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

iii. Cyber Liability Insurance to the Contractors profession, with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy

aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations of the Contractor and shall include, but not limited to claims involving Network Interruption, Security and Privacy, extortion, and release of private information.

iv. Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

v. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions.

i. Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to (Office of Resilience & Sustainability, Suite 7E05, 1300 Perdido Street, New Orleans, LA 70112), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

ii. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

iii. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

iv. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

v. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

vi. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

2. ***Notice***: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: Climate Pollution Reduction Program E-Bike Rebate Program Administrator) the following documents, within 10 calendar days of the City's request:

a. Copies of all policies of insurance, including all policies, forms, and endorsements.

3. Without notice from the City, the Contractors will:

a. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

4. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

I. ***Indemnity.***

1. ***In general.*** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. ***Limitation.*** The Contractor's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. ***Independent Duty.*** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Contractor is ultimately absolved from liability.

4. ***Expenses.*** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert

witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

J. ***Subrecipient Compliance***. The Contractor is considered a subrecipient and as such they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200. Any sub-award must follow the regulations found in 2 CFR 200.331 through 333. All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170.

K. ***Procurement Documentation***. Prior to acquiring any goods or services associated with the tasks and deliverables in Section A of this Article, the Contractor shall provide written documentation to the City of their procurement processes and procedures. The Contractor's procurement processes and procedures shall conform with 2 CFR 200 and all applicable state and local laws.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute, regulation, or code applicable to the Contractor or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Contractor, and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. ***Convicted Felon Statement.*** The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been

convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. ***Non-Solicitation Statement.*** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. ***Employee Verification.*** The Contractor swears that: (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations, warranties, expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will:

1. Administer this Agreement through the Office of Resilience and Sustainability;

2. Provide the Contractor any documents necessary for the Contractor's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor; and

4. Communicate and coordinate with the U.S. Environmental Protection Agency to comply with reporting requirements.

B. ***Payment.*** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of complete and accurate invoices; and (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set-off any amounts due to the Contractor with any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. ***Rate of Compensation.***

1. The City will pay the Contractor in accordance with the following rate: $240,000.00 to complete all tasks and deliverables as outlined in Article I, Section A. Invoicing will be submitted per the requirements of Article I, Section E, and compensation will be paid based on the percentage of work completed. On a regular schedule, the City and the Contractor will agree and sign-off in writing on the percentage of work completed to date and the amount to be billed for that portion of the agreed upon work based on the following schedule of work products:

Task 1	Portal Setup	$45,000
Task 2	Application Registration and Rebate Distribution	$80,000
Task 3	E-Bike Vendor Registration and Reimbursement	$50,000
Task 4	Applicant and Vendor Customer Service	$40,000
Task 5	Reporting	$25,000
TOTAL		$240,000

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

4. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. ***Maximum Amount.*** The maximum aggregate amount payable by the City under this Agreement is $240,000.00.

C. ***Fiscal Administration.*** Subject to the terms and conditions of the Grant Agreement, the total amount of the Federal Award granted to the City amounts to $49,975,589.00, with the total approved cost share or in-kind contributions totaling $1,174,611.00. The City has agreed to be the fiscal administrator for the $240,000.00 payable to the Contractor upon the completion of the Contactor's deliverables and as otherwise set forth hereunder.

ARTICLE V - DURATION AND TERMINATION

A. ***Initial Term.*** The term of this Agreement shall be for 5 years, beginning on the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. ***Extension.*** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for 4 additional one-year terms.

C. ***Termination for Convenience.*** The City may terminate this Agreement at any time by giving the Contractor at least 30 calendar days written notice of the termination.

D. ***Termination for Non-Appropriation.*** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice; and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. ***Termination for Cause.*** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code Section 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

F. ***Suspension.*** Notwithstanding the article on Force Majeure, the City may suspend this Agreement at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the City.

ARTICLE VI - PERFORMANCE MEASURES

A. ***Factors.*** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement;

staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. ***Failure to Perform.*** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Contractor.

ARTICLE VII – LIVING WAGES

A. ***Definitions.*** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance.*** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage.*** In accordance with the Living Wage Ordinance, Living Wage shall be $16.01 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2025 or thereafter.

D. ***Adjusted Living Wage.*** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

A. ***Subcontract Requirements.*** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

B. ***Reporting.*** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

C. ***Compliance Monitoring.*** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

D. ***Remedies.*** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE VIII - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. ***In General.*** The Contractor agrees to abide by the City Code Sections 70-456, *et seq.*, to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. ***Monitoring.*** To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. ***Cooperation.*** The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
    a. The Contractor shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Contractor.
    b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
    a. Copies of written contracts with DBE Entities and purchase orders;
    b. Documentation of payments and other transactions with DBE Entities;
    c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
    d. Any other records required by the OSD.

The Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.
    a. The Contractor shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.
    b. Reports are required even when no activity has occurred in a monthly period.
    c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
    d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
    a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
    b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
    c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification***. The OSD may grant a post-award modification request if:

a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE IX - NON-DISCRIMINATION

A. ***Equal Employment Opportunity***. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. ***Non-Discrimination***. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. ***Incorporation into Subcontracts***. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. ***Termination for Breach.*** The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE X - INDEPENDENT CONTRACTOR

A. ***Independent Contractor Status.*** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. ***Exclusion of Worker's Compensation Coverage.*** The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. ***Exclusion of Unemployment Compensation Coverage.*** The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. ***Waiver of Benefits.*** The Contractor, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XI – FORCE MAJEURE

A. ***Event.*** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice.*** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XII - NOTICE

A. ***In General.*** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

1. To the City:

   Greg Nichols, Deputy Chief Resilience Officer
   Office of Resilience & Sustainability
   City of New Orleans
   1300 Perdido Street
   Suite 7E05
   New Orleans, LA 70112

   &

   City Attorney
   City of New Orleans
   1300 Perdido Street, Suite 5E03
   New Orleans, LA 70112

2. To the Contractor:

   Joel Freehling, National Director
   Aptim Environmental & Infrastructure, LLC
   1100 Poydras Street, Suite 2060
   New Orleans, LA 70163

B. ***Effectiveness.*** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. ***Notification of Change.*** Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. ***Amendment.*** The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. ***Assignment.*** (i) Neither a Contractor nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council. (ii) A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Contractor or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Contractor or subcontractor that exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the Contractor or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Contractor or subcontractor exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the contractor or subcontractor as of the effective date of the Agreement.

C. ***Choice of Law.*** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. ***Compliance with City's Hiring Requirements – Ban the Box.***

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.
4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. ***Conflicting Employment.*** To ensure that the Contractor's efforts do not conflict with

the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

F. ***Construction of Agreement.*** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

H. ***Entire Agreement.*** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

I. ***Exhibits.*** The following exhibits will be and are incorporated into this Agreement: "Exhibit A" – U.S. Environmental Protection Agency Grant Agreement; "Exhibit B" - Request for Proposal No. 4397; "Exhibit C" – City of New Orleans Security and Data Privacy Policies; "Exhibit D" - Non-Federal Entity Compliance Provisions for Federal Awards.

J. ***Order of Documents.*** In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: "Exhibit A"; the Agreement; "Exhibit B"; "Exhibit C"; "Exhibit D".

K. ***Jurisdiction.*** The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. ***Limitations of the City's Obligations.*** The City has no obligations not explicitly set forth in this Agreement, any incorporated documents, or expressly imposed by law.

M. ***No Third-Party Beneficiaries.*** This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

N. ***Non-Exclusivity.*** This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement, and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. ***Non-Waiver.*** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any

default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

P. ***Ownership Interest Disclosure.*** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

Q. ***Ownership of Records.*** Upon final payment, all data collected and all products of work prepared, created, or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

R. ***Prohibition of Financial Interest in Agreement.*** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

S. ***Prohibition on Political Activity.*** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. ***Remedies Cumulative.*** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

U. ***Severability.*** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not

possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

V. ***Special Conditions for Climate Pollution Reduction Grant Contracts.*** The "Non-Federal Entity Compliance Provisions for Federal Awards," attached as Exhibit "D" to this Agreement, are expressly incorporated into the Agreement and effectively immediately if the City has indicated it will or may seek reimbursement from the Climate Pollution Reduction Grant program in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement from the Climate Pollution Reduction Grant Program in connection with the work to be performed under this Agreement.

W. ***Subcontractor Reporting.*** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

X. ***Survival of Certain Provisions.*** All representations, warranties, and obligations concerning records retention, inspections, audits, ownership, indemnification, payments, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Y. ***Terms Binding.*** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025.**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

Signed on this _____ **of** _____, **2025.**

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

BY: _____
JOEL FREEHLING, NATIONAL DIRECTOR

_____
FEDERAL TAX I.D.

EXHIBITS A-B ATTACHED SEPARATELY; EXHIBITS C-D CONTAINED ON NEXT PAGE(S)

EXHIBIT "A" (Attached Separately)

Grant Agreement between
The United States Environmental Protection Agency
And
the City of New Orleans, Louisiana

EXHIBIT "B" (Attached Separately)

Request for Proposals 4397

E-Bike Rebate Program Administrator

EXHIBIT "C"

City Of New Orleans Security and Data Privacy Policies

Ownership of Data, Data Security and Availability

1. Ownership of Data: The City of New Orleans (hereafter called the City) understands and agrees that it owns all data and content that it uploads or otherwise inputs into the Vendor's application and any third-party request for access to this data must be directed to the City and in accordance with all applicable laws.

2. Technology Security: The Vendor must provide administrative, physical, and technical security to protect sensitive or confidential information in performing their responsibilities and duties. In addition, the Vendor should address how the Vendor will ensure compliance with the following security measures:

   2.1. Data Security: The Vendor shall maintain policy and procedures to maintain and support the security of confidential information. The Vendor shall describe their policies, procedures, and protocols for data security breaches. Data breach notification procedures and plans are maintained and shall, at a minimum, comply with Louisiana laws including, but not limited to, Louisiana Revised Statutes 51:3071 – 51:3077, and Louisiana Administrative Code Title 16, Part 3, Chapter 7, Section 701.

   2.2. Data Breach – Venue of Law: Louisiana laws regarding data security breach notification shall apply.

   2.3. The Vendor shall take commercially reasonable precautions to prevent the loss of or alteration to City data files in the Vendor's possession. In addition, the Vendor shall establish and follow reasonable security measures to prevent unauthorized access to the City's data.

   2.4. Should any of the City's data become compromised or if the City's data or the Vendor's data has been or is reasonably expected to be subject to a use or a disclosure that is not authorized (collectively, an "Information Security Incident"), the Vendor shall:

      2.4.1. Notify the City via email immediately of any Information Security Incident;

      2.4.2. Investigate the Information Security Incident and conduct an analysis of the cause of the Information Security Incident;

      2.4.3. Provide periodic updates of any ongoing investigation to the City, including updates as requested by the City;

2.4.4. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident;

2.4.5. Cooperate with the City's investigation or efforts to comply with any notification or other regulatory requirements applicable to the Information Security Incident; and

2.4.6. Reimburse the City for any reasonable actions the City takes to remediate the Information Security Incident upon notice of the same by the City.

2.5. Certification and Audits: The Vendor shall provide a copy to the City of their applicable certifications/audits including the dates that the certifications/audits were conducted.

3. On Demand Access to Data and Retrieval Upon Termination:

3.1. The City can retrieve and download its data from the Vendor at any time and at no cost during the term of an Agreement with the City. Upon termination of an Agreement: (i) Vendor shall not delete any of the City's data in the Vendor's application during the sixty (60) days following termination; and (ii) during the sixty (60) days following termination, the City may retrieve its data without regard to any current or pending dispute or engagement between the City and the Vendor. The City shall not incur any additional fees for downloading its data from the Vendor's application during this sixty (60) day period. After this sixty (60) day period, the Vendor has no obligation to maintain or provide any of the City's data and shall thereafter, unless legally prohibited, delete all of the City's data stored in the Vendor's application and provide a certificate of deletion certifying that the data was removed. No proprietary software should be required to access the transferred data.

3.2. In the event that the size and volume of the City's data prevents the data from being downloaded in a reasonable time period, the Vendor shall use its best commercially available efforts to propose and provide a workable alternative transfer function that can be utilized by the City. When the Vendor transfers data to the City, the data shall be provided with appropriate indexing allowing for distinct records to be adequately differentiated. This includes any applicable meta-data created as well.

3.3. The Vendor agrees to make the City's application data accessible for local exports/downloads at all times. In the case where data needs to be exported to support transition to a succeeding system, the Vendor shall provide the data in a format that is convenient and best suited for the purpose.

3.4. In the Event of Company Failure or Insolvency: If the Vendor defaults in providing software maintenance support due to company failure, discontinuance of support services, or Vendor bankruptcy, the Vendor shall make the configuration and source code available to the City within ten (10) days of notice to the City.

4. Malicious Code: The Vendor warrants that it has used its best efforts and industry-standard tools and practices to provide Subscription Software that does not contain any programming devices that will have access to the City's data without authorization or improperly denies the City services provided by the Subscription Software. In so doing, the Vendor must use methods at least as stringent as those used to protect their own computers, servers, software, and/or code.

5. Disaster Recovery:

   5.1. Vendor shall maintain a commercially reasonable disaster recovery plan ("DR Plan"), a copy of the summary of which is available to the City upon request. The Vendor agrees to follow its DR Plan. The Vendor may amend its DR Plan at any time, provided that the Vendor shall not reduce its disaster recovery ability to less than the disaster recovery ability in effect pursuant to the DR Plan in existence on the Effective Date of this Agreement. A copy of the Vendor's amended DR Plan shall be sent to the City at the time of amendment.

   5.2. The Vendor agrees to maintain secondary replicas of all City data in a geographically dispersed data center location.

   5.3. The Vendor agrees to replicate a tertiary copy of all City data to the City's local database instance in real-time as an additional DR measure. If the application does not allow this, the Vendor shall list alternatives.

   5.4. The Vendor agrees to maintain a twelve (12) hour Recovery Time Objective (RTO) and a two (2) hour Recovery Point Objective (RPO) for all data restored from backup.

   5.5. The Vendor agrees to fulfill any demands to relinquish City data within a reasonable timeframe and provide the City with access to their data for a period of one hundred eighty (180) days after a disaster.

6. Vendor agrees to provide 99.99% availability of proposed applications, excluding agreed-upon downtime for system maintenance. All non-emergency system maintenance shall be performed during the City's maintenance window of 8:00 p.m. CST and 4:00 a.m. CST and shall be requested ten (10) days in advance of the scheduled maintenance period. The first and last working days of each calendar month are excluded from the maintenance window. City holidays are also excluded from the maintenance window. The Vendor agrees to obtain prior approval from the City to perform all emergency maintenance.

7. Integration with City Systems: The Vendor shall make a good faith effort to accommodate requests made by the City, or by another vendor working on behalf of the City, for information and assistance in integrating the Vendor's application processes and interfaces with a third-party application, the City's applications, or with City data. This effort shall not require the Vendor to actively conduct integration work, unless specified in the contract.

8. Service Level Agreements ("SLAs"): The Vendor shall provide SLAs. SLAs are basic agreements on the expectations for how the Vendor will respond to problems or needs. This will be different for each engagement but here is an example of an SLA that includes penalties for missing service restoration dates:

Service Interruption Length	Credit
< 4 hours, continuous	none
> 4 hours, continuous	1/30 of monthly charges due for the applicable month for each 4 hours portion of continuous service interruption

This section would also include some definition of services and may delineate different SLAs for each service. Potential SLAs could be restoration of services, response time on requests or expectations on delivery of any direct services that the Vendor might provide.

EXHIBIT "D"

NON-FEDERAL ENTITY COMPLIANCE PROVISIONS FOR FEDERAL AWARDS

The Contractors are advised that this Project is to be funded by EPA. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses

to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the State of Louisiana, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTS WITH OTHERS

If the Contractor contracts with any other contractor or vendor for performance of any portion of the work required under this Agreement, the Contractor must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors; the State of Louisiana, its employees, and/or their contractors; and the City, its employees and/or their contractors, and the Contractor and its employees and/or contractors harmless from liability to third parties for claims asserted under such contract.

TERMINATION FOR CAUSE

The City shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this Agreement without cause by giving the Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the City elects to terminate for convenience, the City shall be obligated to pay the Engineer only for those Services performed up to and through the date of termination.

REMEDIES AND SANCTIONS AGAINST ENGINEER'S DEFAULT

The City retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any breach or violation by the Contractor hereof.

[END OF AGREEMENT]

1089

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Resilience & Sustianability

Name of Contact Person: Daniel Jatres

Telephone Number: 504.658.4947

Email Address: daniel.jatres@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To administer the e-bike rebate program as part of the City's Climate Pollution Reduction Program grant award from the US EPA

2. **The parties involved:** City of New Orleans; Aptim Environmental and Infrastructure, LLC

3. **The obligations, expectations, and deliverables of the parties involved:** The e-bike rebate program administrator will develop a portal, issue rebates to eligible applicants, and reimburse retailers when rebates are redeemed.

4. **The duration of the contract:** 5 years

5. **The cost and any fiscal implications of the contract for the City:** $240,000, which is 100% reimbursed by the EPA.

6. **Describe disadvantaged business enterprise (DBE) participation:** The selected prime contractor has a DBE subcontractor, Legacy Professional Services who will be handling 35% of the contract scope/value.

Reference: Council Rule 57 & City Code Section 70-10

1090

KIMBERLY W. LAGRUE
CHIEF INFORMATION OFFICER

CITY OF NEW ORLEANS
INFORMATION TECHNOLOGY & INNOVATION

15 August 2025

Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Agreement with Presidio Networked Solutions

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed Amendment No. 3 contract #7866 between the City of New Orleans and Presidio Networked Solutions for Cisco network products and related services, and a completed contract summary form.

Respectfully submitted,

Kimberly W. LaGrue
Kwlagrue@nola.gov
Information Technology & Innovation

Attachments: Contract, contract summary form, motion, check sheet

cc: Justyn Hawkins, City Council Chief of Staff
Adam Swensek, City Council Executive Counsel
Elizaabeth Brusseau, Director for City Council Relations

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
PRESIDIO NETWORKED SOLUTIONS, LLC

THIS THIRD AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Presidio Network Solutions, LLC, represented by Jackie Arnett, Contracts Director (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,**" and collectively, as the "**Parties.**" The Amendment is effective as of December 15, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on December 15, 2022, the City and the Contractor entered into a Professional Services Agreement for Cisco Branded Products and Services and related services (the "**Agreement**"); and

WHEREAS, on December 15, 2023, the City and the Contractor amended the Agreement for to extend the term and to modify and/or reaffirm certain obligations (the "**First Amendment**"); and

WHEREAS, on December 15, 2024, the City and the Contractor the City and the Contractor amended the Agreement for to extend the term and to modify and/or reaffirm certain obligations (the "**Second Amendment**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement and to modify certain obligations.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. Extension. In accordance with Article V/Section B of the Agreement, the term is extended for an additional one (1) year from the Effective Date through December 14, 2026.

2. Contractor's Obligations: The following items are added to the Contractor's obligations:

a. ***Statement of Work.*** The Contractor, when providing services, shall provide a Statement of Work (SOW) defining the services to be provided.

b. ***Federal Compliance Provisions.*** The Contractor shall comply with the Federal Compliance Provisions in Exhibit "A" of this Amendment.

3. Additional Miscellaneous Provisions. The following terms and conditions are added to the Agreement:

a. ***Audit and Other Oversight.*** It is agreed that the Contractor will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

b. ***Convicted Felon Statement.*** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

c. ***Non-Solicitation Statement.*** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

d. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

e. ***Counterparts***. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

f. ***Electronic Signature and Delivery***. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025**

CITY COUNCIL OF NEW ORLEANS

BY: _____
PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

PRESIDIO NETWORKED SOLUTIONS, LLC

BY: _____
JACKIE ARNETT, CONTRACTS DIRECTOR

_____
FEDERAL TAX I.D.

1094

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Information Technology & Innovation

Name of Contact Person: Symone Killebrew

Telephone Number: (504) 658-7936

Email Address: Symone.Killebrew@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To provide Cisco network products and related services.

2. **The parties involved:** City of New Orleans and Presidio Networked Solutions

3. **The obligations, expectations, and deliverables of the parties involved:** To provide Cisco network products and related services.

4. **The duration of the contract:** 1 year

5. **The cost and any fiscal implications of the contract for the City:** $3,000,000

6. **Describe disadvantaged business enterprise (DBE) participation:** DBE Waiver granted by Office of Supplier Diversity, there are fewer than 3 DBE's to merit a goal.

Reference: Council Rule 57 & City Code Section 70-10

KIMBERLY W. LAGRUE
CHIEF INFORMATION OFFICER
CITY OF NEW ORLEANS
INFORMATION TECHNOLOGY & INNOVATION

15 August 2025

Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Agreement with Global Solutions Group, Inc.

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed Amendment #4 to the Professional Services Agreement between the City of New Orleans and Global Solutions Group, Inc. and a completed contract summary form.

Respectfully submitted,



Kimberly W. LaGrue
Kwlagrue@nola.gov
Information Technology & Innovation

Attachments: Contract, contract summary form, motion, check sheet

cc: Justyn Hawkins, City Council Chief of Staff
Adam Swensek, City Council Executive Counsel
Liz Brusseau, Director for City Council Relations

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
GLOBAL SOLUTIONS GROUP, INC.
REQUEST FOR PROPOSALS NO. 1584
Cyber Security Services

THIS FOURTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Global Solutions Group, Inc. represented by Lisa Salvador, Vice President (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,**" and collectively, as the "**Parties.**" The Agreement Amendment is effective as of September 2, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on and effective September 2, 2022, the City and the Contractor entered into a professional service agreement to provide the cybersecurity, technology, and enterprise services and products described in the RFP ("the **Agreement**");

WHEREAS, effective June 20, 2023, the City and the Contractor entered into an Amendment to extend the Term of the Agreement for one year, to increase the compensation, and to modify or reaffirm certain terms and conditions ("**First Amendment**");

WHEREAS, effective May 6, 2024, the City and the Contractor entered into an Amendment to increase the compensation, and to modify or reaffirm certain terms and conditions ("**Second Amendment**");

WHEREAS, effective February 28, 2025, the City and the Contractor entered into an Amendment to increase the compensation, and to modify or reaffirm certain terms and conditions ("**Third Amendment**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to extend the term, increase the compensation, and to modify or reaffirm certain terms and conditions.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Contract as follows:

1. ***Maximum Amount.*** Article IV Section B is amended by increasing the maximum amount from $5,406,000.00 by $1,000,000.00 to a new maximum aggregate amount not to exceed $6,406,000.00.

2. ***Extension.*** In accordance with Article V/Section B of the Agreement, the term is extended for one (1) year, through September 1, 2026.

3. ***Additional Miscellaneous Provisions.*** The following terms and conditions are reaffirmed or added to the Agreement:

a. ***Audit and Other Oversight.*** It is agreed that the Contractor will abide by all

provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

b. ***Convicted Felon Statement.*** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

c. ***Non-Solicitation Statement.*** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

d. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

e. ***Counterparts.*** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

f. ***Electronic Signature and Delivery.*** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025**

CITY COUNCIL OF NEW ORLEANS

BY: _____
COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

GLOBAL SOLUTIONS GROUP, INC.

BY: _____
LISA SALVADOR, VICE PRESIDENT

_____
TAX I.D.

[END OF AMENDMENT]

1099

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Information Technology & Innovation

Name of Contact Person: Symone Killebrew

Telephone Number: (504) 658-7936

Email Address: Symone.Killebrew@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To provide cybersecurity, technology, and enterprise services and products.

2. **The parties involved:** City of New Orleans and Global Solutions Group, Inc.

3. **The obligations, expectations, and deliverables of the parties involved:** To provide cybersecurity, technology, and enterprise services and products.

4. **The duration of the contract:** 1 year

5. **The cost and any fiscal implications of the contract for the City:** $6,406,000.00

6. **Describe disadvantaged business enterprise (DBE) participation:** DBE Waiver: ITI is seeking a cybersecurity partner to work with highly confidential information about the city's enterprise IT Infrastructure. This will require an NDA and ITI seeks one vendor so that subcontracting does not occur.

Reference: Council Rule 57 & City Code Section 70-10

1100

KIMBERLY W. LAGRUE
CHIEF INFORMATION OFFICER
CITY OF NEW ORLEANS
INFORMATION TECHNOLOGY & INNOVATION

15 August 2025

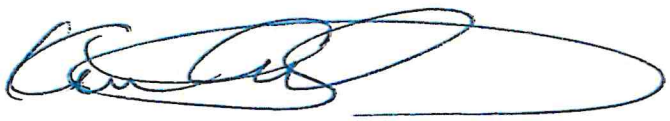
Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Agreement with AT&T

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed Amendment #5 to the Professional Services Agreement between the City of New Orleans and AT&T and a completed contract summary form.

Respectfully submitted,



Kimberly W. LaGrue, Chief Information Officer
kwlagrue@nola.gov
Information Technology & Innovation

Attachments: Contract, contract summary form, motion, check sheet

cc: Justyn Hawkins, City Council Chief of Staff
Adam Swensek, City Council Executive Counsel
Liz Brusseau, Director for City Council Relations

[AMENDMENT NO. 5 TO SERVICES AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND AT&T ENTERPRISES, LLC

THIS FIFTH AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and **AT&T Enterprises, LLC**, represented by Kelly Branigan-Davis, Lead Product Manager (the "**Contractor**"). [AT&T Enterprises, LLC is the successor in interest to AT&T Corp. by merger and conversion as a result of the following activity: on May 1, 2024, AT&T Corp. merged into AT&T Enterprises, Inc., a Delaware corporation, and on May 2, 2024, AT&T Enterprises, Inc. converted to AT&T Enterprises, LLC, a Delaware limited liability company. Accordingly, the Agreement and all associated Pricing Schedules (or other documents that reference the Agreement) between Customer and AT&T Corp. are now between Customer and AT&T Enterprises, LLC.] The City and the Contractor are sometimes each referred to as a "**Party,**" and collectively, as the "**Parties**." The Amendment is effective July 31, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, effective July 31, 2018, the City and the Contractor entered into a Service Agreement to provide services including voice, data, and long-distance telecommunication services (the "**Agreement**"); and

WHEREAS, effective July 31, 2021, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2022, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services ("**Amendment No. 1**");

WHEREAS, effective July 31, 2022, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2023, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services ("**Amendment No. 2**");

WHEREAS, effective July 31, 2023, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2024, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services ("**Amendment No. 3**");

WHEREAS, effective July 31, 2024, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2025, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services ("**Amendment No. 4**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for an additional one (1) year, to increase compensation, and to amend, reaffirm, or add certain terms and provisions.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension.*** In accordance with Article V Section B of the Agreement, the term is extended for an additional 1 year from the Effective Date through July 30, 2026.

2. ***Additional Miscellaneous Provisions.*** The following terms and conditions are reaffirmed and/or added to the Agreement:

a. ***Convicted Felon Statement.*** The Contractor swears that it complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pied guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

b. ***Non-Solicitation Statement.*** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

c. ***Non-Waiver.*** The failure of either Party to insist upon strict compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

d. ***Audit and Other Oversight.*** It is agreed that the Contractor will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2- 1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

e. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Contract remain in full force and effect.

f. ***Electronic Signature and Delivery.*** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

CITY COUNCIL OF NEW ORLEANS

BY:
COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

By:

Printed Name:

AT&T ENTERPRISES, LLC

BY:
KELLY BRANIGAN-DAVIS, LEAD PRODUCT MANAGER

FEDERAL TAX I.D.: _____

1104

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: ITI

Name of Contact Person: Symone Killebrew

Telephone Number: 504-658-7936

Email Address: Symone.Killebrew@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** Amendment #5 PSA to provide services including voice, data, and long-distance telecommunication services.

2. **The parties involved:** AT&T Enterprises, LLC. and The City of New Orleans

3. **The obligations, expectations, and deliverables of the parties involved:** The city may lease, rent ,or purchase telecommunications or data processing systems, including equipment, and related services.

4. **The duration of the contract:** One Year

5. **The cost and any fiscal implications of the contract for the City:** $2,250,000.00

6. **Describe disadvantaged business enterprise (DBE) participation:**

Reference: Council Rule 57 & City Code Section 70-10

DEPARTMENT OF PUBLIC WORKS

CITY OF NEW ORLEANS

August 14, 2025

Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Contract Amendment #10 with HNTB Corporation
Professional Services – Design, Construction Administration, Inspection Services – DPW Road Projects -Marconi Drive, Martin Luther King Boulevard and Morrison Road I & II

To Whom It May Concern:

Pursuant to Rule 57, please find attached a proposed amendment to the agreement between the City of New Orleans and HNTB Corporation and the completed contract summary form.

Respectfully submitted,

C. Rick Hathaway

C. Rick Hathaway, Director
clinton.hathaway@nola.gov
Department of Public Works

AMENDMENT NO. 10 TO A PROFESSIONAL SERVICES AMENDMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

HNTB CORPORATION

H.012371 DPW 572 – MARCONI DRIVE (CITY PARK AVE. – I-610)

H.012373 DPW 573 – MLK, JR. BLVD. (ST. CHARLES AVE. – S. CLAIBORNE AVE.)

H.012370 DPW 574 – MORRISON ROAD I (MAYO AVE. – READ BLVD.)

H.012372 DPW 575 – MORRISON ROAD II (READ BLVD. – BULLARD AVE.)

DPW 640 – MORRISON ROAD BRIDGES

THIS TENTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and HNTB Corporation, represented by Todd "Dusty" Bastion, Authorized Agent (the "**Contractor**"). The City and the Contractor may sometimes be collectively referred to as the "**Parties**." The Amendment is effective as of November 23, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, the City and the Contractor are parties to a professional services agreement dated November 23, 2016 (the "**Agreement**") for the Contractor to provide professional engineering design, construction administration, and resident inspection services for the following four (4) projects (collectively, the "**Project**"):

DPW 572 – Marconi Drive (City Park Ave. – I-610)

DPW 573 – Martin Luther King, Jr. Blvd. (St. Charles Ave. – S. Claiborne Ave.)

DPW 574 – Morrison Road I (Mayo Ave. – Read Blvd.)

DPW 575 – Morrison Road II (Read Blvd. – Bullard Ave.)

WHEREAS, on November 20, 2017, the City and the Contractor amended the Agreement for the first time to extend its term for continuity of services;

WHEREAS, on April 12, 2018, the City and the Contractor amended the Agreement for the second time to add additional compensation for inspection and restoration design services under Phase III Preliminary Design for the DPW 574 – Morrison Road I and DPW 575 – Morrison Road II projects;

WHEREAS, on February 1, 2019, the City and the Contractor amended the Agreement for the third time to extend its term for continuity of services and to increase compensation for additional design services needed to create a protected bike lane facility for the DPW573 – Martin Luther King, Jr. project;

WHEREAS, on October 3, 2019, the City and the Contractor amended the Agreement for the fourth time to extend its term for continuity of services, to set a price and proceed with construction administration and resident inspection for construction for DPW 572 – Marconi and to add design and preparation plans for DPW 640 Morrison Road Bridges project;

WHEREAS, on May 13, 2020, the City and the Contractor amended the Agreement for the fifth time to extend its term for continuity of services, modify the scope of work, and increase the compensation accordingly;

WHEREAS, on December 29, 2021, the City and the Contractor amended the Agreement for the sixth time to extend its term for continuity of services;

WHEREAS, on August 18, 2022, the City and the Contractor amended the Agreement for the seventh time to extend its term for continuity of services and to increase the Contractor's fees for DPW573 Martin Luther King, Jr. Blvd and DPW574 Morrison Road I;

WHEREAS, on January 10, 2024, the City and the Contractor amended the Agreement for the eighth time to extend its term for continuity of services;

WHEREAS, on November 26, 2024, the City and the Contractor amended the Agreement for the ninth time to extend its term for continuity of services and increase compensation for additional design, construction administration, and resident inspection services for the combined Morrison project;

WHEREAS, the City and Contractor now desire to amend the Agreement to extend its term for continuity of services and to reduce compensation due to an underrun that was created by an expedited construction schedule resulting in fewer Resident Inspection days than anticipated;

NOW THEREFORE, the City and the Contractor agree as follows:

A. EXTENSION. The term of the Agreement is extended for one (1) additional year from November 23, 2025, through November 22, 2026.

B. COMPENSATION.

1. Fees Reduced by this Amendment. In accordance with DPW572 Marconi Drive project ending in 2019 and an expedited construction schedule resulting in fewer Resident Inspection days than anticipated, the Contractor's fees are decreased by **$99,053.65.**

2. Maximum Compensation. The total maximum aggregate compensation payable by the City under this Agreement is not to exceed the amount of **$3,176,600.71.** The City's obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time, unless increased by a validly executed written amendment.

C. CONVICTED FELON STATEMENT. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

D. **NON-SOLICITATION STATEMENT.** The Contactor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

E. **ELECTRONIC SIGNATURE AND DELIVERY.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

F. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

G. **PRIOR TERMS BINDING.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

(Signatures contained on the following page)

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____

CITY COUNCIL PRESIDENT

HNTB CORPORATION

BY: _____

TODD "DUSTY" BASTION, AUTHORIZED AGENT

_____

FEDERAL TAX I.D.

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Department of Public Works

Name of Contact Person: C. Rick Hathaway/Louis Haywood

Telephone Number: 504-658-8000/504-658-8056

Email Address: clinton.hathaway@nola.gov/lrhaywood@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** This amendment #10 is for the contractor - HNTB - to continue to provide professional engineering design, construction administration, and resident inspection services for the: Marconi Drive, Martin Luther King Blvd, and Morrison Road Bridges and Phases I & II projects.

2. **The parties involved:** The City of New Orleans Department of Public Works and the HNTB Corporation.

3. **The obligations, expectations, and deliverables of the parties involved:** Continued professional services as listed above.

4. **The duration of the contract:** This amendment extends the contract to November 22, 2026.

5. **The cost and any fiscal implications of the contract for the City:** Decreases the contract by $99,053.65 to $3,176,600.71 due to expedited Marconi Drive project.

6. **Describe disadvantaged business enterprise (DBE) participation:** Updated DBE Validation Memos on file.

Reference: Council Rule 57 & City Code Section 70-10

DEPARTMENT OF PUBLIC WORKS

CITY OF NEW ORLEANS

August 14, 2025

Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Contract Amendment #3 with Legacy Professional Services, LLC –
RE: Street Light Maintenance Program

To Whom It May Concern:

Pursuant to Rule 57, please find attached a proposed amendment to the agreement between the City of New Orleans and Legacy Professional Services, LLC and a completed contract summary form.

Respectfully submitted,

C. Rick Hathaway, Director
clinton.hathaway@nola.gov
Department of Public Works

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND LEGACY PROFESSIONAL SERVICES, LLC RFP 2041 STREET LIGHT MAINTENANCE MONITORING AND PROGRAM MANAGEMENT

THIS THIRD AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**") and Legacy Professional Services, LLC, represented by Alcide Tervalon, III, Authorized Agent (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." This Amendment is effective as of July 22, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, the City and the Contractor are parties to a professional services agreement dated effective July 22, 2022 (the "**Agreement**") for the Contractor to provide professional services including maintenance monitoring and program management services for the City's street light system (the "**Project**");

WHEREAS, on August 2, 2023, the City and the Contractor amended the Agreement for the first time to extend its term for continuity of services;

WHEREAS, on June 20, 2024, the City and the Contractor amended the Agreement for the second time to extend its term for continuity of services;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend its term for continuity of services;

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

A. **EXTENSION.** The term of the Agreement is extended for sixty (60) additional days from July 22, 2025, through September 21, 2025.

B. **CONVICTED FELON STATEMENT.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. **NON – SOLICITATION STATEMENT.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

D. **ELECTRONIC SIGNATURE AND DELIVERY.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have

the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

E. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

(Signatures contained on the following page)

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025.**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____

CITY COUNCIL PRESIDENT

LEGACY PROFESSIONAL SERVICES, LLC

BY: _____
ALCIDE TERVALON, III, AUTHORIZED AGENT

_____
CORPORATE TAX I.D.

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Department of Public Works

Name of Contact Person: C. Rick Hathaway/Kevin Giroir

Telephone Number: 504-658-8000/504-658-8006

Email Address: clinton.hathaway@nola.gov/kggiroir@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To authorize the Council President to sign the 3rd Amendment to the contract with Legacy Professional Services, LLC for continued management services for City's streetlight system.
2. **The parties involved:** The City, Department of Public Works and Legacy Professional Services, LLC.
3. **The obligations, expectations, and deliverables of the parties involved:** Legacy will continue to provide streetlight maintenance monitoring and program management for the City's streetlight system.
4. **The duration of the contract:** Extends from July 22, 2025 through September 21, 2025.
5. **The cost and any fiscal implications of the contract for the City:** No change to the $5,768,640.00 contract amount.
6. **Describe disadvantaged business enterprise (DBE) participation:** This Professional Service Agreement amendment does have DBE validation Memo included provided by the Office of Supplier Diversity.

Reference: Council Rule 57 & City Code Section 70-10

DEPARTMENT OF FINANCE

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROMY S. SAMUEL
DIRECTOR OF FINANCE

August 4, 2025

Clerk of Council
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

RE: Monthly Outstanding Invoice Report as of 7/31/25

In accordance with Ordinance 34,379, attached please find a report of all invoices as of 7/31/25.

Please add to August 21, 2025 City Council Agenda.

Sincerely,



Romy S. Samuel
Director of Finance

Department	Description
2101	Mayor's Office
2232	Technology Programs
2401	Code Enforcement Operations
2702	Office of the Superintendent
2702	Office of the Superintendent
2702	Office of the Superintendent
2702	Office of the Superintendent
3873	Youth Study Residential Life
4001	Director's Office
4011	Accounting Administration
4011	Accounting Administration
4031	Revenue
4031	Revenue
4031	Revenue
4031	Revenue
4041	Treasury
4041	Treasury
4041	Treasury
4051	Purchasing
4051	Purchasing
4051	Purchasing
4081	Employees Retirement System
4511	Property Management Directors Office
4511	Property Management Directors Office
4511	Property Management Directors Office
4511	Property Management Directors Office
4511	Property Management Directors Office
5253	Signal Shop
5253	Signal Shop
6850	Mosquito Control Unit
6888	Grants - Mosquito Control
6888	Grants - Mosquito Control
6888	Grants - Mosquito Control
6888	Grants - Mosquito Control
7001	NORD Administration
7001	NORD Administration
7001	NORD Administration
7001	NORD Administration
7002	NORD Special Program
7003	NORD Maintenance
7006	NORD Aquatics
7006	NORD Aquatics
7006	NORD Aquatics

7006	NORD Aquatics
7006	NORD Aquatics
7007	NORD CDBG Summer Programs
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters
8751	Registrar of Voters

	L
A/P	Department has processed receiver & Accounts Payable Pr
Department	Department has not executed a reciever or approved the ser
PO	Contract and/or Purchase Order must be amended/adjusted
Budget	Budget errors must be corrected on the contract or PO befo
Released for Payment	The Transaction is released for payment in the next available

Invoice Comment
Department is working to process the transaction
7/11/25 Cancel invoice in error not for departments on invoice.
ment. Code Enforcement 7/16/25 Per department HON is pending items for delivery. 7/23/25 Per department sev
upload invoices for more than the department po line amount. NOPD 7/9/25 Request an update on the invoices fr
7/24/25 Vendor invoice over the department po line amount. NOPD
7/10/25 Vendor invoice over the department po line amount. NOPD
7/10/25 Vendor invoice over department po line amount. NOPD
6/12/25 Per department please do not release invoice, Budget working to resolve budgetary issues. JJIC
Approved Unreleased: The transactions is approved, but awaitng deparment resolution prior to release for payment
Department is working to process the transaction
Department is working to process the transaction
Released for Payment
Released for Payment
Released for Payment
Released for Payment
Approved Unreleased: The transactions is approved, but awaitng deparment resolution prior to release for payment
Released for Payment
Department is working to process the transaction
Released for Payment
Approved Unreleased: The transactions is approved, but awaitng deparment resolution prior to release for payment
Unreleased: Invoice amount 693.14 is not equal to match totals 0.00
Approved Unreleased: The transactions is approved, but awaitng deparment resolution prior to release for payment
Released for Payment
Pending Approval - Awaitng department approval to be released for payment
Pending Approval - Awaitng department approval to be released for payment
Pending Approval - Awaitng department approval to be released for payment
Pending Approval - Awaitng department approval to be released for payment
Pending Approval: 6/25/25 Alicia emailed the routing team to upload into QB - ASR
Pending Approval - Awaitng department approval to be released for payment
Approved Unreleased: The transactions is approved, but awaitng deparment resolution prior to release for payment
Approved Unreleased: The transactions is approved, but awaitng deparment resolution prior to release for payment
Approved Unreleased: The transactions is approved, but awaitng deparment resolution prior to release for payment
Released for Payment
Released for Payment
Released for Payment
Released for Payment
Released for Payment
Released for Payment
eased for payment: Department need to complete a Receipt Adjustment, receipt totals don't match invoice amc
Released for Payment
Department is working to process the transaction
Released for payment. Receiver has not been created/released for this specific invoice.
Released for Payment

Released for Payment Receiver has not been created/released for this specific invoice.
Pending Approval - Awaitng department approval to be released for payment
Released for Payment
Released for Payment
Released for Payment
Released for Payment
Released for Payment
Released for Payment
Released for Payment
Released for payment
Released for Payment
Released for Payment

.egend
rocessor will submit for payment
rvice or good in BRASS in order to be processed for payment
before processing for payment
re processing for payment
e check run.

Invoice Legend	Vendor
Department	5632
Department	445
Department	409
Department	5125
Department & PO	5125
Department & PO	5125
Department & PO	5125
Department	466
Department	445
Department	545
Department	5331
Released for Payment	445
Released for Payment	445
Released for Payment	445
Released for Payment	445
Department	445
Released for Payment	445
Department	944
Released for Payment	445
Department	1043
Department	2478
Department	445
Released for Payment	1759
Department	1759
Department	1759
Department	1759
Department	1759
Department	59
Department	59
Department	445
Department	4477
Department	4477
Released for Payment	4641
Released for Payment	4641
Released for Payment	445
Released for Payment	445
Released for Payment	529
Released for Payment	6145
Released for Payment	1797
Released for Payment	6674
Department	1551
Released for Payment	4415
Released for Payment	4415

Released for Payment	4415
Released for Payment	5246
Department	3998
Released for Payment	445
Released for Payment	445
Released for Payment	445
Released for Payment	5171
Released for Payment	7021
Released for Payment	7021
Released for Payment	7021
Released for Payment	7021
Released for Payment	7021
Released for Payment	7021

Vendor Name
JPMorgan CHase Bank, N.A.
KYOCERA DOCUMENT SOLUTIONS
HON Company
SMG CHAMPIONS SQUARE
SMG CHAMPIONS SQUARE
SMG CHAMPIONS SQUARE
SMG CHAMPIONS SQUARE
Children's Hospital
KYOCERA DOCUMENT SOLUTIONS
Corporate Business Supplies, I
Crescent City Coffee, LLC
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
ABBOTT ENTERPRISES, LLC D/B/A
KYOCERA DOCUMENT SOLUTIONS
Cellco Partnership
Vital Records Control
KYOCERA DOCUMENT SOLUTIONS
7500 Bullard LLC
7500 Bullard LLC
7500 Bullard LLC
7500 Bullard LLC
7500 Bullard LLC
Cintas Corporation
Cintas Corporation
KYOCERA DOCUMENT SOLUTIONS
Lagniappe Travel Services, Inc
Lagniappe Travel Services, Inc
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Tulane Drug Analysis Laboratory
Triad Electric & Controls, Inc.
Fun Express
Cajun Innovative Solutions
Purple Monkey Design
LOUISIANA OFFICE PRODUCTS
LOUISIANA OFFICE PRODUCTS

LOUISIANA OFFICE PRODUCTS
The American National Red Cross
PASSION DANCE CENTER
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
KYOCERA DOCUMENT SOLUTIONS
Collins Visual Communications
Office of Technology Services (OTS)
Office of Technology Services (OTS)
Office of Technology Services (OTS)
Office of Technology Services (OTS)
Office of Technology Services (OTS)
Office of Technology Services (OTS)

Invoice Number	Invoice Amount	Date Supplier Submitted	Due Date
06262025CC	$24,798.67	07/01/2025	07/31/2025
55P1695013	$205.31	07/01/2025	07/31/2025
2539830	$7,621.06	06/19/2025	07/19/2025
ARIV0000049	$10,680.00	06/18/2025	07/18/2025
ARIV0000057	$10,680.00	06/18/2025	07/18/2025
ARIV0000066	$10,700.00	06/18/2025	07/18/2025
ARIV0000068	$10,740.00	06/18/2025	07/18/2025
JJIC-33125	$364,809.06	06/12/2025	07/12/2025
55P1705316	$235.38	06/25/2025	07/25/2025
148354	$943.25	06/20/2025	07/20/2025
111.355	$53.80	06/30/2025	07/30/2025
55P1705309	$117.98	06/30/2025	07/30/2025
55P1705310	$117.98	06/30/2025	07/30/2025
55P1705313	$117.98	06/30/2025	07/30/2025
55P1705314	$197.08	06/30/2025	07/30/2025
55P1705311	$99.68	06/26/2025	07/26/2025
55P1705482	$192.21	06/26/2025	07/26/2025
148521	$17,639.58	06/26/2025	07/26/2025
55P1705409	$309.89	06/26/2025	07/26/2025
6115543567	$318.59	06/19/2025	07/19/2025
5238792-PURCH-062025	$693.14	06/30/2025	07/30/2025
55P1705446	$189.62	06/26/2025	07/26/2025
08-2025	$4,625.00	06/05/2025	07/05/2025
09-2025	$4,625.00	06/05/2025	07/05/2025
10-2025	$4,625.00	06/05/2025	07/05/2025
11-2025	$4,625.00	06/05/2025	07/05/2025
12-2025	$4,625.00	06/05/2025	07/05/2025
4226951404	$141.60	06/05/2025	07/05/2025
4232898725	$141.60	06/13/2025	07/13/2025
55P1705319	$235.38	06/25/2025	07/25/2025
0950380	$392.26	06/27/2025	07/27/2025
0950450	$845.82	06/27/2025	07/27/2025
NG25-1134	$18,134.78	06/19/2025	07/19/2025
NG25-1135	$16,897.01	06/19/2025	07/19/2025
55P1705399	$238.40	06/30/2025	07/30/2025
55P1705400	$311.25	06/30/2025	07/30/2025
124897	$980.00	06/26/2025	07/26/2025
155185	$22,100.00	06/10/2025	07/10/2025
737566796	$1,987.48	06/23/2025	07/23/2025
000325	$1,408.00	06/05/2025	07/05/2025
25830	$1,500.00	07/01/2025	07/31/2025
1249592-0	$317.34	06/19/2025	07/19/2025
1249592-1	$44.11	07/01/2025	07/31/2025

1249592-2	$3.09	07/01/2025	07/31/2025
22854615	$2,751.00	06/16/2025	07/16/2025
1002-25	$3,125.00	05/28/2025	06/27/2025
55P1705443	$140.19	07/01/2025	07/31/2025
55P1705444	$117.61	06/26/2025	07/26/2025
55P1705445	$140.19	06/26/2025	07/26/2025
I603-21418	$566.57	07/01/2025	07/31/2025
2408117	$819.88	06/23/2025	07/23/2025
2409117	$430.35	06/23/2025	07/23/2025
2410118	$1,352.15	06/23/2025	07/23/2025
2507120	$268.94	06/23/2025	07/23/2025
2508116	$2,719.15	06/23/2025	07/23/2025
2510122	$2,750.69	06/23/2025	07/23/2025

Criminal District Court

PARISH OF ORLEANS
OFFICE OF THE
JUDICIAL ADMINISTRATOR

ROBERT J. KAZIK
JUDICIAL ADMINISTRATOR

SHANNON C. SIMS
DEPUTY JUDICIAL ADMINISTRATOR

2700 TULANE AVENUE, SUITE 200
NEW ORLEANS, LA 70119
TEL: (504) 658-9100
FAX: (504) 658-9113

August 5, 2025

Aisha Collier
Assistant Clerk of Council
1300 Perdido Street, Room 1E09
Chief Administrative Officer City of New Orleans
1300 Perdido Street, 9th Floor
New Orleans, LA 70112

Dear Ms. Collier:

Please find attached the June 2025 monthly financial and staffing report for the Orleans Parish Criminal District Court as outlined in Chapter 2, Article III, Section 2-63 of the City Code. Should you have any questions or concerns, please feel free to contact Ms. LaKenya Collins, Chief Financial Officer for the Court.

Sincerely,

LaKenya Collins, CPA
Chief Financial Officer

Cc: Joseph Giarrusso, City Councilman District A
Gilbert Montano, Chief Administrative Officer
Brandye DeLarge, City of New Orleans Budget Director
Tracey Flemings-Davillier, Chief Judge, Orleans Parish Criminal District Court
Robert Kazik, Judicial Administrator, Orleans Parish Criminal District Court
Shannon Simms, Deputy Judicial Administrator, Orleans Parish Criminal District Court

Template 1 –Orleans Criminal District Court Budget to Actuals and Projections

Fill in column D with year-to-date (YTD) revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badelarge@nola.gov for assistance accessing budget reports.

JUNE 2025

Budget of Revenues for FY2025	Adopted Budget	YTD Revenue	Projected Full Year Total	Notes/Methodology
State Revenue - Supreme Court -Jury Expenses	$ 449,742	$ 331,751	$ 449,742	
State Revenue - Supreme Court -Sanity Commission	$ 58,855		$ 58,855	
State Revenue - Supreme Court - Reimbursements	$ 85,650	$ -	$ 85,650	
State Revenue - Supreme Court -Supreme Court Drug Court	$ 480,000	$ 200,141	$ 480,000	
Federal Revenue	$ -	$ -	$ -	
State Grants - LCLE	$ 106,538	$ -	$ 106,538	
Re-Entry Grant State	$ 75,000	$ -	$ 75,000	
City Revenue - Programs	$ 1,999,642	$ 999,822	$ 1,999,642	
City Funding	$ 6,826,024	$ 3,413,012	$ 6,826,024	
Intergovernmental/Pass-through (if mult sources, list separately)	$ -	$ -	$ -	
Self-Generated	$ 47,000	$ 270,820	$ 47,000	
Interest	$ 16,243	$ 7,171	$ 16,243	
Donations	$ -		$ -	
Other (specify)	$ 954,777	$ -	$ 954,777	
TOTAL REVENUE	**$ 11,099,471**	**$ 5,222,717**	**$ 11,099,471**	

Budget of Expenditures for FY2025

Personnel Services	Adopted Budget	YTD Expenditures	Projected Full Year Total	Notes/Methodology
Salaries	$ 4,161,677	$ 2,114,606	$ 4,161,677	
Overtime	$ -		$ -	
Medicare Tax	$ 66,481	$ -	$ 66,481	
FICA	$ -	$ -	$ -	
Hospitalization	$ 135,528	$ -	$ 135,528	
Wage Reserve & Vacancies	$ -		$ -	
Fringe	$ 1,592,793	$ 802,343	$ 1,592,793	
Other (specify)	$ 35,791	$ -	$ 35,791	
Other Operating				
Advertising	$ 7,500	$ 2,602	$ 7,500	
Bank Fees	$ 18,000	$ 1,993	$ 18,000	
Building & Equipment Maintenance	$ 84,000	$ 2,230	$ 84,000	
Capital Expenditures	$ 110,000	$ -	$ 110,000	
Conferences & Legal Education	$ 75,000	$ 37,347	$ 75,000	
Drug Testing Supplies	$ 125,000	$ 81,160	$ 125,000	
Dues & Subscriptions	$ 19,276	$ 12,787	$ 19,276	
Insurance - Professional Liability	$ 58,000	$ 16,688	$ 58,000	
Law Books	$ 95,000	$ 55,325	$ 95,000	
Leases	$ 10,000	$ 3,999	$ 10,000	
Office Supplies	$ 86,880	$ 32,170	$ 86,880	
Printing & Postage	$ 28,000	$ -	$ 28,000	
Professional services	$ 387,500	$ 91,092	$ 387,500	
Telecommunications	$ 56,000	$ 20,727	$ 56,000	
Computer Technology		$ 83,509		
Travel	$ 150,000	$ 34,168	$ 150,000	
Adult Learning - Services (included in City Revenue Amount)	$ 461,642	$ 207,128	$ 461,642	
Domestic Violence	$ 483,806	$ 30,896	$ 483,806	
Indigent Transcripts		$ 50,913		
Jury Expenses	$ 899,742	$ 415,509	$ 899,742	
Pre-Trial Services	$ 1,088,000	$ 363,354	$ 1,088,000	
Re-Entry Grant - State	$ 75,000	$ 34,773	$ 75,000	
Sanity Commission	$ 308,855	$ 56,225	$ 308,855	
Supreme Court Drug Court	$ 480,000	$ 197,933	$ 480,000	
Other (specify; add additional rows as needed)	$ -	$ 587		
TOTAL EXPENDITURES	**$ 11,099,471**	**$ 4,750,063**	**$ 11,099,471**	

TOTAL REVENUE	**$ 11,099,471**	**$ 5,222,717**	**$ 11,099,471**
TOTAL EXPENDITURES	**$ 11,099,471**	**$ 4,750,063**	**$ 11,099,471**
Revenues over (under) Expenditures	**$ -**	**$ 472,654**	**$ -**

Revenues over (under) Expenditures - Adjusted	$0	$472,654	$0

Orleans Parish Communication District

Administrators of New Orleans' 9-1-1/3-1-1 System

Board of Commissioners

Chair
Dr. Jennifer Avegno, Director
New Orleans Health Department

Vice Chair
Director Collin Arnold
New Orleans Homeland Security

Secretary
Michelle Woodfork
City of New Orleans (At-Large)

Members
Col. Robert Hodges, Superintendent
Louisiana State Police

Col. Kenneth Donnelly (Ret)
Louisiana National Guard

Dr. Joseph C Dyson, Sr, PhD
City of New Orleans (At-Large)

Jason Hughes, Representative
Stephanie Hilferty, Representative
Louisiana State House

Joseph Bouie Jr, Senator
Louisiana State Senate

Supt. Roman Nelson
New Orleans Fire Department

Supt. Anne Kirkpatrick
New Orleans Police Department

Dr. Meg Marino, Director
New Orleans EMS

Dr. Brobson Lutz
Orleans Parish Medical Society

John Nickens, President Hosp Svcs
LCMC Health

Executive Staff
Karl Fasold, ENP, CPE
Executive Director

August 6, 2025

Ms. Aisha R. Collier, Assistant Clerk
Clerk of Council
1300 Perdido Street, Room 1E09
New Orleans, LA

Good morning Ms. Mark,

Attached please find the Orleans Parish Communication District 06.30.2025 CAO Monthly Report.

If any additional information is required, please do not hesitate to contact me at 504-671-3611.

Regards

Cassandra B. Robert, MBA
Finance Manager

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badelarge@nola.gov for assistance accessing budget reports.

Budget of Revenues for FY2025	Adopted Budget	Monthly Revenue	Projected Full Year Total	Notes/Methodology
State Revenue	$ -	$ -		
State Grants	$ -	$ -		
Federal Revenue	$ -	$ -		
Federal Grants	$ -	$ -		
City Revenue	$ 17,486,185.00	$ -		
City Grants	$ -	$ -		
Intergovernmental/Pass-through (if multiple sources, list separately)	$ -	$ -		
Self-Generated	$ 6,554,662.00	$ 316,872.09		
Interest	$ 120,500.00	$ 8,966.21		
Donations	$ -	$ -		
Other (specify)	$ 492,037.00	$ 168,471.31		

Budget of Expenditures for FY2025

Personal Services		Monthly Expenditures	Projected Full Year Total	Notes/Methodology
Salaries	$ 12,924,698.00	$ 850,074.47		
Overtime	$ -	$ -		
Medicare Tax	$ 187,408.00	$ 11,893.60		
FICA	$ 801,331.00	$ 50,855.38		
Hospitalization	$ 1,564,319.00	$ 175,058.22		
Wage Reserve & Vacancies	$ -	$ -		
Fringe	$ -	$ -		
Other (Fringe, Uniform Allowance & CAO Misc Adjustment)	$ 2,302,460.00	$ 139,236.23		
Other Operating				
Advertising	$ 8,100.00	$ -		
Accreditation	$ 15,335.00	$ 393.75		
Building & Maintenance	$ 1,000.00	$ -		
Clothing	$ 7,500.00	$ -		
Computer Equipment	$ 83,897.00	$ -		
Computer Supplies	$ 60,000.00	$ -		
Conferences	$ 2,300.00	$ 525.00		
Contract Services	$ 15,995.00	$ 856.92		
Drug & Background Checks	$ 2,000.00	$ 376.00		
Dues & Subscriptions	$ 954,876.00	$ 40,974.52		
Educarion & Training	$ 68,022.00	$ 4,823.00		
Equipment	$ -	$ -		
Fees, Taxes and Assessments	$ 500.00	$ 3,572.99		
Hardware Software Maintenance	$ 1,642,222.00	$ 178,054.39		
Insurance	$ 242,000.00	$ 43,322.55		
Interest Expense	$ 24,000.00	$ 2,220.45		
Janitorial Supplies	$ 14,600.00	$ 897.29		
Leases	$ -	$ -		
Note Payable	$ 440,000.00	$ -		
Office Cleaning	$ 7,200.00	$ 385.00		
Office Supplies	$ 31,000.00	$ 178.74		
Printing & Postage	$ 5,000.00	$ 121.92		
Professional Development	$ 16,244.00	$ -		
Professional services	$ 644,994.00	$ 64,658.99		
Public Education & Sservice Awards	$ 1,200.00	$ -		
Rental Expense - Equipment	$ 700.00	$ 208.50		
Rental Expense - Land	$ 340,370.00	$ 3,699.68		
Repairs & Maintenance	$ 379,400.00	$ 4,131.28		
Repairs & Maintenance - Building	$ 360,000.00	$ 10,125.00		
Repairs & Maintenance - Vehicles	$ 5,800.00	$ 242.90		
Special Supplies	$ 331,641.00	$ 3,807.60		
Student Loan Repayment Program	$ 30,000.00	$ 2,656.00		
Travel	$ 90,683.00	$ 8,323.04		
Vending Supplies	$ 15,200.00	$ 1,386.50		
Worker's Compensation Expense	$ 32,400.00	$ -		
Furniture & Fixtures Acquisition	$ 30,000.00	$ -		
Utilities	$ 1,477,716.00	$ 71,905.50		
Other (Miscellaneous Adjustment for Capital Expendtures)	$ (508,727.00)	$ -		

Orleans Parish Communication District

Administrators of New Orleans' 9-1-1/3-1-1 System

Board of Commissioners

Chair
Dr. Jennifer Avegno, Director
New Orleans Health Department

Vice Chair
Director Collin Arnold
New Orleans Homeland Security

Secretary
Michelle Woodfork
City of New Orleans (At-Large)

Members
Col. Robert Hodges, Superintendent
Louisiana State Police

Col. Kenneth Donnelly (Ret)
Louisiana National Guard

Dr. Joseph C Dyson, Sr, PhD
City of New Orleans (At-Large)

Jason Hughes, Representative
Stephanie Hilferty, Representative
Louisiana State House

Joseph Bouie Jr, Senator
Louisiana State Senate

Supt. Roman Nelson
New Orleans Fire Department

Supt. Anne Kirkpatrick
New Orleans Police Department

Dr. Meg Marino, Director
New Orleans EMS

Dr. Brobson Lutz
Orleans Parish Medical Society

John Nickens, President Hosp Svcs
LCMC Health

Executive Staff
Karl Fasold, ENP, CPE
Executive Director

August 5, 2025

Ms. Aisha R. Collier, Assistant Clerk
Clerk of Council
1300 Perdido Street, Room 1E09
New Orleans, LA

Good morning Ms. Mark,

Attached please find the Orleans Parish Communication District 07.31.2025 CAO Monthly Report.

If any additional information is required, please do not hesitate to contact me at 504-671-3611.

Regards

Cassandra B. Robert, MBA
Finance Manager

Monthly Template – Budget to Actuals and Projections

Fill in column D with your monthly revenue and expenditures for the previous calendar month (e.g., reports due on February 29 should cover revenue and expenditures through January 31). Reporting should be on a cash basis (not an accrual basis). Fill in column E with the full year projected total revenue and expenditures for each category. Column F should be used to provide any supplemental information, including an explanation of projection methodologies. **A narrative explanation of the methodology used to project personnel expenditures is required**.

Agencies that use the City's payroll and/or financial systems can contact Brandye DeLarge at badelarge@nola.gov for assistance accessing budget reports.

Budget of Revenues for FY2025	Adopted Budget	Monthly Revenue	Projected Full Year Total	Notes/Methodology
State Revenue	$0.00	$ -		
State Grants	$0.00	$ -		
Federal Revenue	$0.00	$ -		
Federal Grants	$0.00	$ -		
City Revenue	$17,486,185.00	$ 4,346,546.25		
City Grants	$0.00	$ -		
Intergovernmental/Pass-through (if multiple sources, list separately)	$0.00	$ -		
Self-Generated	$6,554,662.00	$ 765,436.39		
Interest	$120,500.00	$ 16,546.17		
Donations	$0.00	$ -		
Other (specify)	$492,037.00	$ 37,491.52		

Budget of Expenditures for FY2025				
Personal Services		Monthly Expenditures	Projected Full Year Total	Notes/Methodology
Salaries	$12,924,698.00	$ 890,655.66		
Overtime	$0.00	$ -		
Medicare Tax	$187,408.00	$ 12,467.92		
FICA	$801,331.00	$ 53,310.97		
Hospitalization	$1,564,319.00	$ 125,924.42		
Wage Reserve & Vacancies	$0.00	$ -		
Fringe	$0.00	$ -		
Other (Fringe, Uniform Allowance & CAO Misc Adjustment)	$2,302,460.00	$ 149,358.28		
Other Operating				
Advertising	$8,100.00	$ -		
Accreditation	$15,335.00	$ 393.75		
Building & Maintenance	$1,000.00	$ -		
Clothing	$7,500.00	$ -		
Computer Equipment	$83,897.00	$ -		
Computer Supplies	$60,000.00	$ -		
Conferences	$2,300.00	$ -		
Contract Services	$15,995.00	$ 444.22		
Drug & Background Checks	$2,000.00	$ -		
Dues & Subscriptions	$954,876.00	$ 5,567.05		
Educarion & Training	$68,022.00	$ 118.56		
Equipment	$0.00	$ -		
Fees, Taxes and Assessments	$500.00	$ 6,638.76		
Hardware Software Maintenance	$1,642,222.00	$ 157,144.38		
Insurance	$242,000.00	$ -		
Interest Expense	$24,000.00	$ -		
Janitorial Supplies	$14,600.00	$ 1,185.13		
Leases	$0.00	$ -		
Note Payable	$440,000.00	$ -		
Office Cleaning	$7,200.00	$ -		
Office Supplies	$31,000.00	$ 366.36		
Printing & Postage	$5,000.00	$ 341.00		
Professional Development	$16,244.00	$ -		
Professional services	$644,994.00	$ 64,122.16		
Public Education & Sservice Awards	$1,200.00	$ -		
Rental Expense - Equipment	$700.00	$ 150.00		
Rental Expense - Land	$340,370.00	$ 28,364.17		
Repairs & Maintenance	$379,400.00	$ 43,425.78		
Repairs & Maintenance - Building	$360,000.00	$ -		
Repairs & Maintenance - Vehicles	$5,800.00	$ 170.90		
Special Supplies	$331,641.00	$ 12,415.98		
Student Loan Repayment Program	$30,000.00	$ 2,756.00		
Travel	$90,683.00	$ 3,465.67		
Vending Supplies	$15,200.00	$ 1,021.10		
Worker's Compensation Expense	$32,400.00	$ -		
Furniture & Fixtures Acquisition	$30,000.00	$ -		
Utilities	$1,477,716.00	$ 100,501.92		
Other (Miscellaneous Adjustment for Capital Expendtures)	$508,727.00	$ -		

CHIEF ADMINISTRATIVE OFFICE
MEMORANDUM

TO: **Honorable Members of the New Orleans City Council**
FROM: **Chief Administrative Office**
DATE: **August 7, 2025**
SUBJECT: **Unpaid Judgment Funding Plan**

I. Introduction

The Chief Administrative Office of the City of New Orleans herein provides the Unpaid Judgment Funding Plan required by Ordinance Number 30,030 M.C.S., which is being provided because there are judgments on the City's Unpaid Judgment List ("UJL") that have not been paid after following the preceding steps required by the ordinance, as described below. As of December 31, 2024, the total principal amount reflected in the list was $89,287,152.45, reflecting 444 outstanding judgments and an amount roughly equal to eleven percent of the City's annual General Fund budget. Ord. No. 30,030 M.C.S. requires the Chief Administrative Office to provide a funding plan for satisfying the remaining outstanding principal balance of the UJL in full by the end of 2027. This funding plan proceeds as follows: first, it will examine the provisions of Ord. No. 30,030 M.C.S. and the current state of the UJL. Second, it will highlight the challenges of using the City's General Fund or Judgment Fund to pay such a high dollar amount with existing recurring revenue sources. Next, it will survey alternative solutions such as issuing new debt or using other funding sources. Then this funding plan will recommend a path forward that enables the City to have the resources available to pay off the UJL, in full, by the end of 2027.

The overarching goal of this funding plan is to provide a path forward that enables the City to pay the UJL in full, with minimal impact on the General Fund. As detailed below, this plan recommends issuing new debt to be repaid using recurring General Fund revenue to no further extent than 2025 appropriations for existing payments of principal and interest on bonds secured by the City's millage for general municipal purposes and for existing payments in the Judgment Fund directly to the City's judgment creditors. The plan will recommend that the Council authorize the issuance of revenue bonds sufficient to satisfy the remaining outstanding principal balance of the City's UJL by 2027, so that an initial bond sale and receipt of the proceeds can occur in 2025. The plan will also recommend changes to the City Code provisions governing the Judgment Fund, to allow the Judgment Fund to function as the payment source for settlements, judgments, and debt service payments on debt issued for the purpose of satisfying settlements and judgments, providing

further transparency. And the plan will provide a tentative timeline for issuing the first tranche of taxable limited tax revenue bonds, if the Council chooses to move forward with the recommendations provided herein.

While it is difficult to project the future judgments to be rendered against the City, it is not difficult to predict that such judgments are likely to occur. To account for this eventuality, the additional cost associated with borrowing a greater amount than the current UJL balance will be addressed. In so doing, this funding plan will conclude by discussing the considerations surrounding the payment of the City's future judgment and settlement obligations.

II. Ordinance Number 30,030 M.C.S.

Ordinance Number 30,030 M.C.S., effective August 27, 2024, required the City's Law Department to take several steps within 30 days. First, the Law Department was required to develop and implement procedures for expediting the processing of payments of outstanding settlement agreements, final judgments, or final court orders, including identification of the documents reasonably necessary to process payments as expeditiously as possible and minimize the administrative burden imposed upon the City's judgment creditors. Second, the ordinance required the Law Department to make written offers of settlement to persons or entities with unpaid judgments dated on or before December 31, 2005, in chronological order (beginning with the oldest), on the following terms:

1. The City must offer the full face value of the judgment, excluding interest and any previous payments applied to principal;
2. The offer must include full settlement of the litigation and all claims arising therefrom, including a waiver of interest by the judgment creditor; and
3. The judgment creditor must have 60 days from the date of the offer letter to accept the terms of the offer in writing.

Third, the ordinance prescribed rules governing the timing and funding source for payments once the initial offers were accepted. The Department of Finance was directed to pay a judgment creditor within 30 days of the Law Department notifying the department of an offer being accepted, and payments pursuant to the ordinance were required to be made from the Judgment Fund. If there were still funds available in the Judgment Fund after the offers and payments were made for unpaid judgments dated on or before December 31, 2005, the ordinance required offers to then be made on newer judgments in the same manner, until the balance of the Judgment Fund was exhausted.

Finally, if there were any judgments that remained unpaid because the balance in the Judgment Fund was exhausted, the ordinance required the CAO and Law Department to provide the Council a funding plan and recommendations for satisfying the remaining outstanding principal balance of the UJL in full by the end of 2027. The ordinance provides that the plan should do two things: (1) identify all potential funding sources and (2) address the feasibility of using bonds and other debt instruments to satisfy any remaining unpaid judgment obligations. Ordinance Number 30,030 M.C.S. is attached as "Attachment 1" for reference purposes.

III. Unpaid Judgment List

The UJL is a spreadsheet maintained by the City Attorney's Office, which provides their aggregated record of outstanding judgments owed by the City to various judgment creditors, as of a particular date. The list includes case identifiers, court-issued case numbers and names, status information, payee names, attorney names, final judgment dates, and principal amounts. As of December 31, 2024, the total principal amount reflected in the list was $89,287,152.45, reflecting 444 outstanding judgments. A copy of the UJL that was current as of December 31, 2024, is attached as "Attachment 2" for reference purposes.

IV. Funding Options

Because there are judgments in the UJL that remain outstanding and unpaid, Ordinance Number 30,030 M.C.S. requires the creation of this funding plan and recommendations for satisfying the remaining outstanding principal balance of the UJL in full by the end of 2027. Though the total balance will rise and fall as payments to judgment creditors are made and any new judgments are rendered against the City, this funding plan uses $89.3 million as the current outstanding principal balance and the amount to be paid/financed. For comparison purposes, the City's 2025 General Fund budget as originally adopted was $817,056,764, so the amount owed on outstanding judgments at the beginning of 2025 ($89.3M) was equal to 10.93% of the City's 2025 General Fund budget, which is roughly equivalent to the combined 2025 General Fund budgets of the Department of Sanitation ($71.2M), Emergency Medical Services ($17.1M), and Historic District Landmarks Commission ($1.2M).

A. General Fund Appropriations

One option for paying off these outstanding judgments owed by the City is ordinary General Fund appropriations through the ordinary budgeting process. General Fund appropriations are made each autumn for the following budget year, which runs from January 1 to December 31. Home Rule Charter Section 3-115 requires the annual budget for the following year to be adopted by December 1 of each year, and the General Fund is established in Charter Section 6-201 as the default operating fund of the City, in which all taxes, licenses, fees, and other receipts, revenues, and income of the City shall be deposited daily. Thus, the General Fund is the primary Fund in which appropriations for the City's operational expenses are made.

While the General Fund is certainly a funding source that can be used to pay outstanding judgments owed by the City, the General Fund is also the funding source for dozens of offices, departments, courts, agencies, boards, commissions, and programs, reflecting dozens of competing operational priorities. The General Fund is primarily funded by recurring revenues in the form of property taxes, sales and excise taxes, licenses, permits, fines, service charges (like sanitation fees), rents, and other miscellaneous revenues. These revenue sources are generally stable, and the City has historically assumed a roughly 2-3% rate of overall recurring revenue growth from year to year. Each year, various operational expenses may grow slightly, or new programs or initiatives may be funded with any growth in recurring revenues. But the COVID-19 pandemic, resulting

economic slowdown, and eventual recovery have called the 2-3% assumed growth rate into question. Additionally, changes in state legislation can affect local recurring revenues outside the control of local governments. As a result, the General Fund is often the fallback revenue source for all City recurring expenditures, even if some taxes are collected at lower rates than in previous years, if there is an economic downturn that slows taxable economic activity, or if a state law is changed to remove a recurring revenue source.

Sound fiscal policy requires structurally balanced budgets, where recurring expenditures are funded only by recurring revenues. Rare deviations may occur when previous year surpluses or one-time revenue infusions provide reserves that can temporarily fund expenditures beyond the means provided by recurring revenues. Thus, policymakers are routinely presented with tough choices as to how best to appropriate limited recurring General Fund dollars, including pressure applied each year to "stretch" those dollars for unanticipated or new expenses. In times of high inflation, project costs tend to exceed up-front estimates, and cost-of-living increases for City employees are provided more often to keep up with employees' increased costs of living. Additionally, annual requests for new programs, position allotments, facility and equipment upgrades, and promotions push the total amount requested for expenditure budgets far beyond estimated recurring revenue budgets. This results in dozens of requests and priorities, which would be fully funded if recurring revenues could support them. However, reality dictates that the competition for General Fund revenues makes the funding of all requests and priorities impossible. To maintain a structurally balanced budget, cuts must be made to other General Fund expenditures to make the necessary amount of recurring General Fund revenue available to pay for any unanticipated or new expenses. This makes the General Fund a less preferable option for funding the discharge of the substantial and potentially expanding obligation that the UJL represents.

In previous years, when the amount outstanding was less than it is now, the General Fund was used from time to time to pay judgments directly or pay debt service payments on revenue bonds issued for the purpose of paying judgments against the City. There was no codified policy requiring a certain amount to be appropriated on an annual basis for paying judgments, but previous Councils appropriated General Fund revenue or incurred debt to pay judgments as part of their ordinary annual General Fund budgets. Arguably, the lack of a consistent payment mechanism or appropriation requirement contributed to the accumulation of a sizeable unpaid judgment backlog. But there is little doubt that relying on the General Fund budget as a source of payment also had an effect given the myriad of operational priorities competing for funding. Therefore, this funding plan recommends against relying on the General Fund as the primary funding source to satisfy the City's unpaid judgment obligations beyond the current reliance on recurring General Fund revenues appropriated for two purposes: (1) the amount appropriated annually in the Judgment Fund for the payment of settlements and judgments, and (2) the amount appropriated for debt service payments on outstanding revenue bonds secured by the City's millage levied for general municipal purposes. If the recommendations in this funding plan are implemented and current market conditions hold, the amount of recurring General Fund revenue that the City currently appropriates for these purposes can be repurposed and leveraged, such that

the City's unpaid judgment obligations can be satisfied without a net increase in the use of recurring General Fund revenue.

B. Judgment Fund

Recently, the City began increasing its use of special funds or revolving funds to separately account for expenditures for specific purposes, segregating expenditures for those specific purposes from the voluminous appropriations for various operating purposes in the General Fund. The potential rationales for separate accounting vary, but some funds are created to capture specific activities that generate revenue and dedicate that revenue to a particular related purpose. One such fund is the Judgment Fund.

The Judgment Fund was established as a revolving fund in 2017 by Ordinance Number 27,543 M.C.S., with the express purpose of dedicating certain funds for the payment of certain legal "judgments" rendered against the City, which is defined to include settlement agreements and "any final judgment or order rendered against the city by a state court or by a federal court where the judgment or order is based exclusively under state law." Section 70-415.272 of the City Code provides that "[t]he Judgment Fund shall be funded by revenues received from state court judgments in favor of the city, excluding those relative to payment of taxes and fees, and the proceeds of insurance settlements, excluding replacement costs and reimbursements. The fund shall be supplemented by other available revenues, as needed, to satisfy the [$2,000,000] minimum funding threshold established herein." The Department of Finance has assigned the Judgment Fund number 5139 for accounting purposes.

In practice, the Law Department has been provided at least a $2,000,000 annual appropriation in the Judgment Fund since the fund was established, but the revenues have been recurring General Fund revenues rather than revenues received from judgments or insurance settlements. In the last two years, appropriations were made for the payment of outstanding legal judgments in the Judgment Fund (Fund 5139) and in the Priority Multi-Year Projects Fund (Fund 1183), which is funded by unassigned fund balance in the General Fund. The following table highlights recent historical appropriations and expenditures by the Law Department in the Judgment Fund and the Priority Multi-Year Projects Fund:

Annual Appropriations and Actual Expenditures to Pay Outstanding Judgments

Fund	2021 Budget	2021 Actuals	2022 Budget	2022 Actuals	2023 Budget	2023 Actuals	2024 Budget	2024 Actuals
5139	$6,000,000	$1,552,984	$2,000,000	$1,105,183	$5,342,817	$2,000,081	$5,343,986	$5,068,727
1183	-	-	-	-	$7,000,000	$2,234,178	$4,765,822	$37,500

Note: Fund 5139 is the Judgment Fund and Fund 1183 is the Priority Multi-Year Projects Fund.
Source: BRASS data as of April 29, 2025.

While efforts have been made to pay judgment creditors and reduce the total outstanding amount in unpaid judgments, two class action judgments were added to the UJL in 2024. The total ballooned from less than $28 million to almost $90 million, due to the finalization of the class action judgments in *John Johnson, et al v. Orleans Parish School Board, et al.* ($37.66M) and *Joseph R. McMahon III, et al v. City of New Orleans* ($25.61M). With the total principal amount

reflected in the UJL at $89.3M as of December 31, 2024, the use of the General Fund or the Judgment Fund to pay the full total principal amount becomes more challenging. If the historical pattern of General Fund revenues being the only revenue source for the Judgment Fund continues, the same issues will continue, with myriad operational priorities competing for General Fund revenues that cannot fully fund all requests and priorities. In other words, the Judgment Fund may currently provide a better accounting mechanism than the General Fund for the purpose of tracking and reporting the payment of judgments, but revenue sources outside the General Fund are needed to distinguish the Judgment Fund from the General Fund from a revenue (or funding source) perspective. Particularly, the Judgment Fund's enabling legislation includes language specifically contemplating revenue being received from state court judgments in favor of the City (excluding those relative to payment of taxes and fees) and the proceeds of insurance settlements (excluding replacement costs and reimbursements).

The City's Risk Manager maintains several insurance policies on behalf of the City, but the City is self-insured outside the scope of those specific insurance policies. Historically, the City has received insurance proceeds, but the proceeds have not exceeded replacement costs and reimbursement for losses sustained. The primary type of insurance proceeds received by the City over the past few years have been property damage claim payments, which are based on damage to City-owned property that is repaired or replaced. An example of such insurance claims is property damage from Hurricane Ida, for which the City received insurance proceeds that did not exceed the extent of the City's losses. Another recent example of insurance proceeds received by the City was in response to the cyber-attack in 2019, but the City's costs in response to the attack again exceeded the payments received following the City's insurance claim. Thus, the only other Judgment Fund revenue source outside the General Fund with a chance of recovery is revenue from state court judgments in favor of the City.

The City Attorney and Law Department manage the legal affairs of the City, including pursuing legal claims when appropriate. But the vast majority of litigation in which the City is a plaintiff would fall within one of four categories: (1) a lawsuit seeking to collect taxes owed to the City; (2) a lawsuit seeking to confirm an administrative judgment to collect something else owed to the City, such as a fine or fee; (3) a lawsuit seeking reimbursement for property damages that the City has incurred; or (4) a lawsuit seeking reimbursement for workers' compensation benefits paid to a City employee. Lawsuits in those four categories would either recover General Fund revenue that was due from the defendant who contested it or recover a reimbursement for damage or loss. Additionally, Section 70-415.272 of the City Code contains explicit exclusions for payments of taxes and fees and replacement costs and reimbursements. Accordingly, the categories of potential revenue included in the Judgment Fund's enabling legislation have not historically resulted in revenue collected beyond the extent of the City's losses because the City is seeking, through an insurance claim or lawsuit, reimbursement for damages that the City incurred. Therefore, the Judgment Fund is, in practice, indistinguishable from the General Fund from a revenue (or funding source) perspective.

Nevertheless, the funding plan cannot ignore the $2 million in General Fund revenue that is currently appropriated for the payment of judgments in the Judgment Fund. Instead of using the Judgment Fund as the primary funding source to satisfy the City's accumulated unpaid judgment obligations, thereby increasing the reliance on General fund revenue, this funding plan recommends maintaining the current amount appropriated annually in the Judgment Fund but expanding the allowable uses for the annual appropriation in the Judgment Fund to include debt service payments. As explained below, the existing annual appropriation can be leveraged to provide a cash infusion through a new debt issuance, by borrowing money to be used to pay the judgments directly and using the existing annual appropriation to repay the lender.

C. New Debt Issuance

When the City issues debt, the basic premise of the transaction, regardless of the instrument used, is that the City receives an infusion of cash up front and in return repays the debt over time, including interest on top of the principal amount borrowed. Because ordinance number 30,030 M.C.S. says that this funding plan should address the feasibility of using bonds and other debt instruments to satisfy any remaining unpaid judgment obligations, that begs two questions: (1) whether the City may issue debt for the purpose of paying judgments, and (2) whether it is financially feasible for the City to do so.

Legal Authorization for Revenue Bonds

One type of debt the City is authorized to incur is a pledge of the City's property tax revenues as security for the debt, guaranteeing to the lender that certain property tax revenues will be dedicated to repaying the debt each year until the debt is paid off. This type of transaction is authorized by Louisiana Revised Statute 39:1430, which allows the City to issue revenue bonds to be repaid by various revenue sources when the revenue is received.[1] Revenue streams available for general municipal purposes, such as sales tax revenues or ad valorem tax revenues, may be leveraged to provide upfront funds for paying judgments. The City may issue revenue bonds for the authorized purposes of a tax, receiving an infusion of cash when the bonds are sold, and pledge and dedicate the revenues of the tax to repay the debt.

In fact, the City is currently repaying two series of limited tax bonds that were issued for the purpose of paying judgments and Workers' Compensation claims against the City, in which the City borrowed $10 million in 2016 and $10 million in 2017, to be fully repaid in 2026 and 2027, respectively. The revenue pledged as security for these limited tax bonds is realized from the City's ad valorem tax for general municipal purposes, currently levied in 2025 at 12.23 mills in Section 1 of the City's 2025 tax levy ordinance, number 30,144 M.C.S. Paying judgments against the City is an allowable general municipal purpose, so the City has borrowed money for a general municipal purpose and pledged revenues generated by an ad valorem tax for general municipal purposes to

[1] These revenue bonds are different from general obligation bonds, which will not be discussed in this funding plan. Historically general obligation bonds have been used primarily for capital expenditures, and paying outstanding judgments against the City is not a capital expenditure.

repay the debt. Thus, this type of debt transaction is authorized by law and not uncommon, answering the first question raised above.

Financial Feasibility of Issuing Revenue Bonds

To determine whether issuing new revenue bonds for the purpose of paying judgments is financially feasible, the City must first consider whether the ad valorem tax for general municipal purposes is anticipated to generate sufficient revenue to repay the new debt and any existing debt secured by the same millage. From a technical standpoint, it is financially feasible for the City to issue debt if the tax dedicated to repaying the debt will generate enough revenue to repay the debt, in that the City will technically have the money to repay the debt. However, because those revenues are recurring General Fund revenues, the City must also consider how taking on new debt will impact General Fund expenditures, in the form of additional principal and interest payments due each year (often referred to as "debt service" payments) to repay the new debt, and whether it is cost-effective to issue and pay off the debt.

Debt service payments can vary from year to year depending on how the debt is structured, but the debt service schedule for the City's existing debt is known and shows how much the City must pay each year until the debt is fully repaid. Thus, the financial feasibility determination largely depends on the specific details of the new debt issuance being considered and whether the City can afford to absorb the additional borrowing costs, either through revenue growth or reductions in expenditures.

Financial Feasibility: Technical Calculation

In practice, the City uses a consistent method to calculate whether the ad valorem tax securing the debt will generate enough revenue each year to pay the debt service payments due each year on its existing and proposed debt. Whether required by state law or the existing outstanding debt agreements, the typical calculation is that the estimated tax revenue in the year the new debt is proposed must be at least 1.35 times the combined principal and interest due in any calendar year on the City's existing and new debt that is secured by the tax. If the revenue estimate meets the threshold in this calculation, then it is assumed that the City can technically afford to issue the new debt.

For example, consider Council Resolution R-16-399, in which a "whereas" paragraph confirmed that the estimated revenue to be realized from the levy of the 13.91-mill ad valorem tax levied by the City for general municipal purposes in 2016 was approximately $49,176,780.46, and that such amount was at least 1.35 times the combined principal and interest due in any calendar year on the City's debt being authorized in the resolution as well as the City's other existing debt (Outstanding Parity Bonds) that was secured by the same millage. Resolution R-16-399 confirmed the financial feasibility of issuing the new debt (without regard to General Fund impact) by confirming that the 13.91-mill ad valorem tax was estimated to generate more than 1.35 times the maximum annual debt service payment that would be due on the City's existing and new debt secured by the tax.

The calculation above is dependent on three factors: (1) estimating the revenue to be realized from the levy of the tax securing the City's existing debt and the new debt being issued, (2) calculating the total combined principal and interest due in any calendar year on the City's existing debt secured by the tax, and (3) estimating the principal and interest that will be due on the new debt being issued. The principal and interest due to repay the City's existing debt secured by the ad valorem tax levied for general municipal purposes is known, but the other two factors in the calculation must be estimated.

Financial Feasibility: Revenue Estimate

For the purposes of this funding plan, it is assumed that the new debt will be proposed and authorized in 2025, so the first factor in the calculation is the estimated tax revenue to be realized from the levy of the ad valorem tax for general municipal purposes in 2025. This estimate is calculated by multiplying the millage rate by the value of one mill, based on the 2025 Tax Assessment Rolls for Orleans Parish. The City's Chief Economist has provided the value of one mill that was used in the 2025 Budget, which was $5,316,926.88, based on the certified 2025 Tax Assessment Rolls. The ad valorem tax for general municipal purposes was levied in 2025 at 12.23 mills in ordinance number 30,144 M.C.S., which is the City's annual ordinance for levying all ad valorem taxes for the year 2025. Multiplying 12.23 mills by $5,316,926.88 results in an estimate that the 12.23-mill tax would generate $65,026,015.77 in revenue in 2025.

Financial Feasibility: Existing Debt Service

The debt service payments due to repay the City's existing debt secured by the ad valorem tax levied for general municipal purposes are known quantities, included in the documents accompanying each debt transaction when it occurred. But the total combined principal and interest due each calendar year must be calculated, and the maximum amount due in any calendar year must be used in the calculation above. The table below provides the remaining principal and interest due each year for the three outstanding bond series that comprise the City's existing debt secured by the ad valorem tax levied for general municipal purposes.

Year	Series 2016[2]	Series 2017[3]	Series 2021 (Refunding)[4]	Total
2025	$1,157,440	$1,280,131	$15,681,546	$18,119,117
2026	$1,164,170	$1,307,315	$15,679,750	$18,151,234
2027	$0	$1,342,380	$15,676,952	$17,019,332
2028	$0	$0	$15,674,605	$15,674,605
2029	$0	$0	$15,672,975	$15,672,975
2030	$0	$0	$15,670,308	$15,670,308

The existing annual debt service shown above must be used in conjunction with the estimated new debt service in the calculation of whether the millage is estimated to generate sufficient revenue to repay the combined debt service.

[2] Taxable Limited Tax Bonds, Series 2016, dated October 12, 2016.
[3] Taxable Limited Tax Bonds, Series 2017, dated November 30, 2017.
[4] Taxable Limited Tax Refunding Bonds, Series 2021, dated October 26, 2021.

Financial Feasibility: New Debt Service Estimate

The remaining unknown in the calculation above is an estimate of the principal and interest that will be due on the new debt being considered, for which the City consults its legal and financial advisors. The City currently engages PFM Financial Advisors LLC and CLB Porter, LLC as co-financial advisors and Foley & Judell, L.L.P. and Auzenne & Associates, L.L.C. as co-bond counsel. The team advises the City to put guardrails on legal authorization and financial feasibility of debt transactions, from preliminary discussions through execution and delivery.

In preparing this funding plan, the City's legal and financial advisors first assisted with identifying potential debt issuance solutions for paying the City's unpaid and outstanding judgments, which was necessary before they could estimate the principal and interest that would likely be due on the debt being considered. As noted above, issuing limited tax revenue bonds is a straightforward debt issuance solution for the City, so the City's advisors identified limited tax revenue bonds as a potential solution straight away. However, there are several options available to the City for such a debt issuance, which the advisors helped the City evaluate by initially discussing a few hypothetical debt issuances using $90 million as the hypothetical amount to be financed.

The City's financial advisors initially provided an illustrative set of financing scenarios to aid in working group discussions, showing what the City's interest rates, principal amounts, total cost, and repayment schedules could look like under various scenarios. Each scenario factored in the City's existing debt service schedule for its existing debt secured by the millage for general municipal purposes, and scenarios were initially presented to estimate the new debt service payments that would be due on a hypothetical $90M financed via one revenue bond sale in 2025. Using estimated market interest rates, the financial advisors provided estimated principal amounts, total cost, and repayment (debt service) schedules for multiple potential revenue bond solutions for paying off $90M in unpaid judgments. Following multiple group discussions between the legal and financial advisors and representatives of the Chief Administrative Office, Department of Finance, and Budget Chair's office, revised sets of financing scenarios were provided to the group to guide discussions about whether the City can afford to absorb the additional borrowing costs of issuing new limited tax revenue bonds.

Each of the revised scenarios resulted in roughly equivalent estimates of the principal and interest that would be due on the new debt being considered, with one bond sale occurring in 2025 and a second bond sale occurring in 2027. The City would receive the infusion of cash and be able to satisfy the remaining outstanding principal balance of the UJL in full by the end of 2027, but the debt would be structured so that the City would only pay interest on the debt until 2031 and would then pay roughly equal payments for principal and interest until the full amount from the first sale is paid off in 2045 and the full amount from the second sale is paid off in 2047.

Each revised scenario estimated roughly $2 million per year in interest to be paid on the first tranche of new bonds in 2026 and 2027, with the total in interest payments increasing to roughly $5 million per year from 2028 until 2031 following the sale of the second tranche of new bonds, at which time the total in principal and interest payments would increase to roughly $8.6

million per year until 2045. Then the final two payments for the second tranche would be paid in 2046 and 2047 and would depend on the scenario chosen. Employing the estimates provided by the City's financial advisors, combined with the principal and interest due on the City's existing debt secured by the tax, the maximum due in any calendar year is estimated to be less than $21 million.

The table below illustrates the technical calculation to determine whether the estimated tax revenue in 2025 will be at least 1.35 times the combined principal and interest due in any calendar year on the City's existing and new debt that is secured by the tax.

Question: once the new revenue bonds are issued, will the estimated tax revenue in 2025 be at least 1.35 times the combined principal and interest due in any calendar year on the City's existing and new debt that is secured by the 12.23-mill tax?	
Estimated tax revenue in 2025 =	$65,026,015.77
Annual debt service payments =	MAX of (EXISTING debt service payments + NEW debt service payments)
Annual debt service payments =	$21,000,000.00 (overestimate)
1.35 x Annual debt service payments =	$28,350,000.00
Answer: even using an overestimate for the maximum annual debt service payments, the estimated 12.23-mill property tax revenue in 2025 will be at least 1.35 times the combined annual debt service payments on the new and existing bonds secured by the tax in any calendar year. $65 million is more than $28.4 million.	

Sources:

The estimated tax revenue calculation is included above, using estimated revenue per mill. Existing debt service payments were provided on a "Combined Debt Service Schedule" by bond counsel. New debt service payments were provided by the financial advisors, but the amount shown above is a simplified overestimate for illustrative purposes. Actual amounts can be provided upon request.

As illustrated above, the revenue generated by the ad valorem tax for general municipal purposes is estimated to exceed by a substantial amount the combined principal and interest due in any calendar year on the City's new debt being considered as well as the City's other existing debt that is secured by the same millage. In other words, it is financially feasible for the City to incur the new debt, since the City will have the money to repay the debt.

Financial Feasibility: General Fund Impact

The financial feasibility of taking on new debt to be repaid by the ad valorem tax for general municipal purposes, which is General Fund revenue, is also dependent on how that General Fund revenue is currently being used and whether the City can afford to dedicate that revenue source to repaying new debt. In 2025, the ad valorem tax for general municipal purposes is estimated to generate $65,026,015.77 in General Fund revenue, and this funding plan will assume that both the value of one mill based on the City's certified Tax Assessment Rolls and millage rate will stay the same in the years being considered herein (conservatively assuming 0% growth in property tax). Of that ~$65M in General Fund revenue, $18,119,117 in principal and interest on the City's existing debt must be paid. Of that ~$18M, $2,437,571 is debt service for bonds issued for the purpose of paying legal judgments and Workers' Compensation claims against the City, with $1,157,440 for Series 2016 bonds and $1,280,131 for Series 2017 bonds. Adding the existing appropriation of $2 million in the Judgment Fund for payments directly to judgment creditors provides the total in General Fund revenue being used for paying judgments at $4,437,571. The remaining $15,681,547 of existing debt service is for the Series 2021 bonds. The needs of the community in New Orleans are substantial, and there are several important priorities competing for General Fund revenue. It is therefore vital to the City, its residents, and its visitors that this

funding plan consider the financial feasibility of any debt issuance from the perspective of General Fund impact.

Fortunately, the City's debt service schedule for repaying bonds secured by the millage for general municipal purposes is nearing the end; the Series 2016 bonds will be fully repaid at the end of 2026, the Series 2017 bonds will be fully repaid at the end of 2027, and the Series 2021 bonds will be fully repaid at the end of 2030. In other words, the City will no longer have to dedicate up to $18.15 million of the General Fund revenue generated by the ad valorem tax for general municipal purposes to the repayment of that debt. This provides an opportunity for the City to issue new debt for the purpose of paying judgments without having to cut some General Fund expenditures in order to afford the new debt service payments. In fact, using the overestimate of $9 million used in the financial feasibility calculation above, the City could borrow $90 million via revenue bonds, repaying them at less than $9 million per year over twenty years, and still see a reduction in General Fund expenditures because of the City's existing revenue bonds being fully repaid in 2030. But that savings does not materialize to such an extent until 2031. The following amounts are due in the following years to repay the City's existing debt secured by the millage for general municipal purposes: $18,119,117 in 2025, $18,151,234 in 2026, $17,019,332 in 2027, $15,674,605 in 2028, $15,672,975 in 2029, and $15,670,308 in 2030.

Until the City's existing revenue bonds are fully repaid, taking on new debt will require an additional dedication of the same revenue source to repaying new debt, which is a net negative impact on the General Fund. To mitigate this impact, the new debt can be structured such that revenue bonds can be sold in multiple tranches and interest-only payments can be made until the City's existing revenue bonds are fully repaid in 2030. Additionally, the current appropriation in the Judgment Fund for direct payments to judgment creditors can be repurposed to pay debt service payments on the new debt, if the City Code provisions governing the Judgment Fund are slightly amended. These strategies will be spelled out in detail in the recommendations section below, but it is feasible to engineer the negative General Fund impact to be minimal or possibly to even have a net positive impact, if debt service payments can be funded using a combination of the $2 million annual appropriation in the Judgment Fund and the savings (or capacity) generated by the Series 2016 and Series 2017 being fully repaid in 2026 and 2027, respectively.

Based on the advice of the City's co-financial advisors and co-bond counsel, it is possible that the City's current UJL can be paid off via the issuance of new revenue bonds, employing strategies to have a minimal impact on current General Fund expenditures, spending no more than the City currently is for the purpose of paying judgments and existing debt obligations. Therefore, the issuance of new debt is likely the best funding source for satisfying the remaining outstanding principal balance of the UJL in full by the end of 2027.

D. Other Potential Funding Sources

In addition to the General Fund, Judgment Fund, and a new debt issuance, there are two additional potential funding sources that could be considered. First, revenues generated by existing millages for specific purposes could potentially be used to pay outstanding judgments. This would require a determination that the judgment being paid legally fits the use of the millage revenue for

the specified purpose in the voter proposition. Many of the millages that the City collects are dedicated to and must be used for specific purposes, so it is possible that paying a related judgment could be a compliant use of the millage revenues. But doing so would require research into each judgment and each millage's enabling legislation, and any millage revenue rededicated to paying a related judgment would have to be replaced with other General Fund revenue or the related cost reduced to offset the rededication of revenues. So dedicated millage revenue would likely confront the same challenges as the General Fund and Judgment Fund, if it were used as a funding source for paying unpaid judgments.

Another potential funding source for paying unpaid judgments against the City is a new dedicated millage specifically for this purpose. Any such millage would have to be approved by voters in New Orleans, and significant voter populations tend to oppose new taxes or increases in property taxes. Some recently proposed dedicated taxes have been approved by voters, but the most recent example of voter reluctance to approve dedicated property taxes was the very narrow approval of a renewal of the millage dedicated to the Orleans Parish Law Enforcement District, which passed by two votes on May 3, 2025. If a new dedicated millage were proposed to fund the payment of judgments against the City, it could provide a new, dedicated funding source that could prevent the accumulation of a large outstanding principal balance like the current UJL. Or it could provide a dedicated funding source for repaying revenue bonds issued for the purpose of paying judgments against the City, if the proposition were worded to allow for such. But proposing a new millage dedicated to paying judgments is not a guaranteed solution for paying off the current UJL, so this funding plan does not recommend doing so at this time.

Finally, it should be noted that the savings highlighted above, due to the full repayment of existing revenue bonds by the end of 2030, provides another potential funding source for paying unpaid judgments, but on a longer timeframe. Ordinance Number 30,030 M.C.S. requires this funding plan to provide recommendations for satisfying the remaining outstanding principal balance of the UJL in full by the end of 2027, which could not be accomplished using only the savings generated by no longer paying debt service payments after existing revenue bonds are repaid. But the capacity generated from the retiring debt could be used to pay judgments at a much lower cost to the City, without paying the costs of borrowing.

In a high-interest economic environment, the least costly way to pay down the UJL would be to use this capacity to make payments directly to judgment creditors, which would be in addition to the $2 million annual appropriation in the Judgment Fund. The additional capacity is $1.13M in 2027, $2.5M in 2028-2030, and an additional $15.7M starting in 2031. Rather than issuing new debt and paying relatively high interest rates compared to just a few years ago, the additional capacity could be used to pay judgment creditors at a rate of $18M per year starting in 2031, satisfying the remaining outstanding principal balance of the Unpaid Judgment Fund by 2034 at a much lower cost without any General Fund impact compared to appropriations for this purpose in 2025. This will not be the path forward recommended by this funding plan because of the requirements in 30,030 M.C.S., but it is a viable path forward at a lower cost.

V. Recommendations

The central goal of this funding plan warrants repeating: paying off the City's current UJL expeditiously while simultaneously preparing to meet the City's future judgment and settlement obligations with minimal reliance on the General Fund. Considering the competing priorities angling for General Fund revenue, it is crucial that this funding plan limit the General Fund impact of any recommended solution. The recommendations provided herein seek to accomplish that goal by leveraging the City's existing annual appropriation in the Judgment Fund and the savings generated as existing revenue bonds are repaid, rather than using additional General Fund revenue.

A. Funding Source for Satisfying the UJL: Revenue Bonds

First and foremost, this funding plan recommends issuing new revenue bonds to use as the funding source for satisfying the remaining outstanding principal balance of the UJL by the end of 2027. Due to the balance being so high (~$89.3M), it is highly unlikely that existing General Fund revenue sources could be used on this timeframe without significant cuts to other General Fund expenditures, creating an unfortunate competition between many important budget priorities for scarce General Fund revenues. Revenue bonds issued for the purpose of paying judgments and claims against the City are authorized by law and not uncommon, as evidenced by the fact that the City is currently repaying two series of limited tax bonds issued for this purpose. The bonds can be authorized for the full amount of the outstanding debt and then sold in multiple tranches based on market conditions, need, and money available to pay debt service payments. The City would receive an infusion of cash when each tranche of bonds is sold, allowing the Law Department to tackle the UJL more quickly than in past years (when annual appropriations were no more than $10 million per year). If circumstances remain the same or substantially similar, the City could sell revenue bonds in 2025 and 2027 and satisfy the outstanding principal balance on the UJL by the end of 2027.

The City's co-financial advisors and co-bond counsel have advised a working group of City representatives from the Chief Administrative Office, Department of Finance, and Budget Chair's office by discussing options available to the City and developing hypothetical financing scenarios showing what the City's interest rates, principal amounts, total cost, and repayment schedules could look like in each scenario. Knowing that the outstanding principal balance on the UJL was $89,287,152.45 as of December 31, 2024, the advisors used $90 million as the hypothetical amount to be financed and created hypothetical financing scenarios with hypothetical repayment schedules for the City working group to consider. Based on the assumption that as little General Fund revenue as possible should be used to repay the new revenue bonds, without overinflating the costs of financing, the financial advisors provided financing scenarios that allowed annual debt service payments to remain as low as possible until the City's existing revenue bonds are fully repaid in 2030. Beyond the question of whether the City's millage for general municipal purposes brings in enough revenue to repay the debt in accordance with the law and market expectations, the advisors helped the City determine whether the City could realistically afford to take on the long-term obligations being considered.

To afford the additional borrowing costs of new revenue bonds, the primary consideration is the amount due each year in new debt service payments (principal and interest). If the City were to simply issue $90M in revenue bonds and change no other current practices, additional General Fund revenue would be needed for the debt service payments on the new revenue bonds, which would be problematic for the reasons highlighted above. Accordingly, the City's advisors provided the following additional strategies to be considered by the working group:

1. Pressure on the General Fund could be reduced by paying interest only on the new debt until the debt service payments on the existing revenue bonds end (in 2030).
2. Pressure on the General Fund could be reduced by using the annual appropriation of $2M in the Judgment Fund for debt service payments on new revenue bonds rather than paying judgment creditors directly.
3. Interest owed immediately on new revenue bonds could be reduced by selling multiple tranches of revenue bonds instead of selling a single tranche of revenue bonds in 2025, thereby reducing the total cost of borrowing.

The hypothetical scenarios provided by the financial advisors used consistent assumptions for the amount needed ($90M to pay off unpaid judgments), the timeframe for the cash infusion ($90M to be received by the City and paid to judgment creditors by the end of 2027), duration of repayment (20 years), and existing debt service schedule (for Series 2016, 2017, and 2021, being repaid by the same millage for general municipal purposes). Then, by employing the strategies above and adjusting the amounts to be sold in each tranche of new revenue bonds, the City's advisors provided the working group a consensus path forward that the City could realistically afford.[5] Therefore, this funding plan recommends that the Council authorize the issuance of $90 million in new revenue bonds, issue the first tranche of $40-45 million in 2025, and issue the remaining $45-50 million in a second tranche in 2027.

B. Recommended Timeframe and Repayment Plan for new Revenue Bonds

The financial feasibility of issuing new revenue bonds for the purpose of paying judgments is dependent on whether the City can afford to absorb the additional borrowing costs of the new revenue bonds while continuing to pay the borrowing costs of the City's existing revenue bonds. To illustrate this determination, the table below provides an annual debt service schedule provided by the City's co-financial advisors corresponding to a hypothetical sale of $40 million in revenue bonds in 2025 and $50 million in revenue bonds in 2027, combined with the debt service schedule for the City's existing revenue bonds.

[5] It should be noted that General Fund expenditures are expected to grow due to the usual economic inflationary pressures and thus, the affordability determination assumes the City is able to realize revenue growth and/or make budgetary decisions to keep up with those inflationary pressures.

Annual Debt Service Schedule: Existing CNO Revenue Bonds Plus Hypothetical $90M in New Revenue Bonds, Sold in Two Tranches						
Year	Debt Service Series 2016	Debt Service Series 2017	Debt Service Series 2021	Debt Service New $40M	Debt Service New $50M	Total: Existing and New Debt Service
2025	$1,157,440	$1,280,131	$15,681,546			$18,119,117
2026	$1,164,170	$1,307,315	$15,679,750	$1,731,356		$19,882,591
2027	-	$1,342,380	$15,676,952	$2,179,330		$19,198,662
2028	-	-	$15,674,605	$2,179,330	$2,128,301	$19,982,236
2029	-	-	$15,672,975	$2,179,330	$2,697,846	$20,550,151
2030	-	-	$15,670,308	$2,179,330	$2,697,846	$20,547,484
2031	-	-	-	$4,024,330	$4,637,846	$8,662,176
2032	-	-	-	$4,025,216	$4,637,054	$8,662,270
2033	-	-	-	$4,024,821	$4,635,223	$8,660,044
2034	-	-	-	$4,023,930	$4,637,586	$8,661,516
2035	-	-	-	$4,026,365	$4,637,647	$8,664,012
2036	-	-	-	$4,026,229	$4,636,349	$8,662,578
2037	-	-	-	$4,028,062	$4,637,371	$8,665,433
2038	-	-	-	$4,026,374	$4,634,759	$8,661,133
2039	-	-	-	$4,025,434	$4,638,026	$8,663,460
2040	-	-	-	$4,024,734	$4,636,426	$8,661,160
2041	-	-	-	$4,028,204	$4,639,156	$8,667,360
2042	-	-	-	$4,027,790	$4,635,440	$8,663,230
2043	-	-	-	$4,026,954	$4,639,402	$8,666,356
2044	-	-	-	$4,024,689	$4,638,134	$8,662,823
2045	-	-	-	$4,025,646	$4,634,906	$8,660,552
2046	-	-	-	-	$4,638,647	$4,638,647
2047	-	-	-	-	$4,638,474	$4,638,474

The total amount due in debt service payments on the City's existing revenue bonds is currently $18,119,118 in 2025, and the hypothetical total will increase once the first interest payment on the new revenue bonds sold in 2025 is due in 2026. The second tranche sold in 2027 will have a similar effect, increasing the total debt service payment up to $20,550,151 in 2029, but then the total drops dramatically once the City's existing revenue bonds are fully repaid in 2030, hovers around $8.67M until 2045, and drops to $4.64M for the final two payments.[6]

Ordinarily, such a table would show a negative impact on the General Fund, in that the total amount due in debt service payments on revenue bonds will increase once the new debt service payments become due in the year following each sale. However, $2,000,000 in General Fund revenue is currently appropriated on an annual basis for payments in the Judgment Fund directly to the City's judgment creditors, and the cash infusion from the sale of the new revenue bonds will be available to replace that General Fund revenue source for the direct payments. Thus, the $2,000,000 Judgment Fund appropriation can be repurposed to pay debt service payments for the new revenue bonds, absorbing $2,000,000 of the increase. In 2026, that would result in a net

[6] The full financing scenario provided by PFM Financial Advisors LLC for $40M issued in 2025 and $50M issued in 2027 is attached as "Attachment 3" for reference purposes.

savings of General Fund revenue versus what is currently planned to be spent in 2025 for the payment of debt service and the direct payment of judgments.[7]

Additionally, the City's Taxable Limited Tax Bonds, Series 2016 and Series 2017, will be fully repaid by the end of 2026 and the end of 2027, respectively. As the existing bonds are repaid, savings will be generated, meaning those debt service payments will no longer need to be made and that General Fund revenue can be repurposed to pay debt service payments on new revenue bonds. Compared to the City's planned expenditures of General Fund revenue for debt service payments and direct payments to judgment creditors in 2025, there would be an annual net savings (or increase) equal to the amounts in the last column of the following table.

Annual Expenditure Comparison ($90M):
2025 Planned Expenditures vs. Future Years

Year	Judgment Fund Direct Payments	Existing and New Debt Service	Total	Savings (increase), Compared to 2025
2025	$2,000,000	$18,119,117	$20,119,117	
2026	$0 (repurposed)	$19,882,591	$19,882,591	$236,526
2027	$0 (repurposed)	$19,198,662	$19,198,662	$920,456
2028	$0 (repurposed)	$19,982,236	$19,982,236	$136,882
2029	$0 (repurposed)	$20,550,151	$20,550,151	($431,033)
2030	$0 (repurposed)	$20,547,484	$20,547,484	($428,366)
2031	$0 (repurposed)	$8,662,176	$8,662,176	$11,456,942
2032	$0 (repurposed)	$8,662,270	$8,662,270	$11,456,848
2033	$0 (repurposed)	$8,660,044	$8,660,044	$11,459,074
2034	$0 (repurposed)	$8,661,516	$8,661,516	$11,457,602
2035	$0 (repurposed)	$8,664,012	$8,664,012	$11,455,106
2036	$0 (repurposed)	$8,662,578	$8,662,578	$11,456,540
2037	$0 (repurposed)	$8,665,433	$8,665,433	$11,453,685
2038	$0 (repurposed)	$8,661,133	$8,661,133	$11,457,985
2039	$0 (repurposed)	$8,663,460	$8,663,460	$11,886,691
2040	$0 (repurposed)	$8,661,160	$8,661,160	$11,457,958
2041	$0 (repurposed)	$8,667,360	$8,667,360	$11,451,758
2042	$0 (repurposed)	$8,663,230	$8,663,230	$11,455,888
2043	$0 (repurposed)	$8,666,356	$8,666,356	$11,452,762
2044	$0 (repurposed)	$8,662,823	$8,662,823	$11,456,295
2045	$0 (repurposed)	$8,660,552	$8,660,552	$11,458,566
2046	$0 (repurposed)	$4,638,647	$4,638,647	$15,480,471
2047	$0 (repurposed)	$4,638,474	$4,638,474	$15,480,644

Rather than paying $2 million per year directly to judgment creditors via the Judgment Fund, this funding plan recommends leveraging that annual appropriation by using it for debt service payments on a much larger infusion of cash in short order, allowing the City to sell $40-45M in revenue bonds in 2025 without using more General Fund revenue to repay the debt. Assuming the current circumstances continue and the City still intends to satisfy the remaining

[7] In 2025, the City plans to spend $18,119,117 on debt service payments for existing revenue bonds and $2,000,000 for the direct payment of judgments, for a total of $20,119,117. If revenue bond proceeds will be used to pay judgments and the $2,000,000 in the Judgment Fund is available to pay debt service in 2026, the total in General Fund revenue needed for debt service payments in 2026 is $19,882,591, which is $236,526 less than what is planned to be spent in 2025.

outstanding principal balance of the UJL by the end of 2027, a second tranche of revenue bonds can be issued in 2027, and the $2 million annual appropriation can be combined with the savings generated by the Series 2016 and Series 2017 being fully repaid in 2026 and 2027, and the Series 2021 being fully repaid in 2030, to pay the combined debt service for the full $90 million in revenue bonds.

The table immediately above illustrates the possibility that the City's current UJL can be paid off via the issuance of new revenue bonds, employing strategies to have a minimal impact on current General Fund expenditures, spending roughly the same amount that the City currently is for the purpose of paying judgments and debt service on revenue bonds. Notably, the table shows a savings of a total of $1,293,864 for 2026-2028 and a net increase of $859,399 for 2029-2030, so the initial savings may need to be set aside to fund the increases in 2029 and 2030, if the actual debt service schedules result in roughly the same scenario. The financing scenarios provided by the City's financial advisors are intended to illustrate a hypothetical issuance of $90 million in taxable limited tax bonds, but the actual transactions will result in different debt service schedules (which difference cannot be reasonably estimated given the duration of the financing plan), savings, and principal amounts, due to the variability inherent in debt markets, options available to the City, and variables associated with financial feasibility determinations. In sum, absent a significant change in the City's finances or in general market conditions, the City can afford to absorb the additional borrowing costs of new revenue bonds issued in 2025 and 2027 while continuing to pay the borrowing costs of the City's existing revenue bonds. Should circumstances change substantially, the financing plan can be adjusted to limit any effects on the General Fund. Therefore, this funding plan recommends that the Council authorize the issuance of $90 million in revenue bonds so that an initial bond sale and receipt of the proceeds can occur in 2025.

C. Revenue Bond Issuance Procedures and Timing

To issue $90 million in new revenue bonds and begin satisfying the remaining outstanding principal balance of the UJL by 2027, the City Council will need to first adopt a resolution to authorize the bond issuance and application to the State Bond Commission for approval of the bond issuance. The initial resolution, historically referred to as a "Preliminary Resolution," will precede a second resolution, historically referred to as a "Parameter Sale Resolution," which will prescribe the specific details of the new revenue bonds and their repayment.[8] In order to deliver the bond proceeds to the City by mid- to late-October and allow the Law Department to begin paying down the UJL in 2025, the second, more detailed resolution will likely need to be adopted at the Council's August 21 Regular Meeting, as shown in the tentative, partial timeline in the table below.

[8] The preliminary authorization resolution, R-25-366, was presented to and approved by the Council on July 10, 2025, and the second, more detailed resolution will be similar in form to Resolutions R-16-399 and R-17-549.

TENTATIVE TIMELINE: $45,000,000 Taxable Limited Tax Revenue Bonds, Series 2025 of the City of New Orleans, Louisiana	
07/10/2025	City Council adopts Preliminary Resolution.
07/23/2025	State Bond Commission application deadline.
08/21/2025	State Bond Commission meeting to approve the bond issue.
08/21/2025	City Council adopts Parameter Sale Resolution.
Week of 09/08/25	City receives bond rating(s).
09/24/2025	Sell Bonds and execute Bond Purchase Agreement.
10/15/2025	Deliver Bonds.

The Administration, Council, co-bond counsel, and co-financial advisors will need to continue to collaborate to seek the best terms and quickest execution for the City, as the team completes the procedural steps required for the sale of the new revenue bonds. Legislation will be drafted by bond counsel, assisted by the Law Department and CAO's office as needed, and ultimately provided to the City Council in accordance with its legislative calendar and deadlines. Co-bond counsel have already completed and filed the Louisiana State Bond Commission application and will manage the approval process with the Bond Commission. The entire team will participate in bond rating discussions with the rating agencies, answering any inquiries they may have regarding the City's finances or operations. The details of any specific responsibilities will be described in the Preliminary Resolution and Parameter Sale Resolution, but, in general, co-bond counsel will advise and perform work of a traditional legal nature throughout the process of issuance and sale of the bonds, and the co-financial advisors will advise and perform work of a traditional financial nature.

As noted above, the City's co-financial advisors have estimated that, under current market conditions, the City can afford to issue revenue bonds in roughly the amount outstanding on the Unpaid Judgment List as of January 1, 2025, without an increase in the use of General Fund revenues over what is planned to be spent in 2025 for revenue bond debt service and direct payments to judgment creditors in the Judgment Fund. The co-financial advisors have provided financing scenarios based on hypothetical sales of $40M issued in 2025 and $50M issued in 2027, preparing to pay off the existing UJL by the end of 2027. Assuming current market conditions continue, this funding plan recommends Council authorization of up to $90M in revenue bonds via a Preliminary Resolution and an initial sale as soon as possible of $45M (which results do not vary substantially from the analysis described herein) so that the work of satisfying the City's current UJL can begin. But there are three legislative steps that would be required to do so in compliance with the Charter and with simplified transparency.

D. Additional Legislative Steps

As soon as the bonds are sold, ideally in September 2025, budget amendment ordinances will need to be adopted to appropriate the bond proceeds so that offers and payments to judgment creditors can be made as soon as the proceeds of the first tranche are received. The Administration recommends appropriating the bond proceeds to the Law Department's "Other Operating" budget in the Judgment Fund, to simplify the accounting of deposits and payments made to judgment

creditors. The adoption of such budget ordinances would allow the Law Department to begin making payments to judgment creditors using revenue from the revenue bond sale (i.e., bond proceeds).

Additionally, the Administration recommends that the Council amend the City Code as soon as practical to allow for debt service payments to be made from the Judgment Fund, such that the payments of principal and interest due to repay the new revenue bonds can be made from the Judgment Fund. This will simplify the tracking of these judgment-related transactions, allowing all payments for the purpose of paying state court judgments and settlements, including debt service payments on revenue bonds issued for that purpose, to be made via the Judgment Fund.

Attached to this funding plan as "Attachment 4" is a draft ordinance to amend City Code Section 70-415.272, which governs the funding and purpose of the Judgment Fund, to allow for "the payment of principal, interest, and/or the costs of issuance of bonds issued for the purpose of paying in whole or in part judgments and/or workers' compensation claims against the City." The term "judgment" is defined in that section, and the draft ordinance would slightly amend the definition of "judgment" to mean "any settlement agreement to which the city is a party, or any final judgment or order rendered against the city by a state court." Otherwise, the ordinance would merely clean up some terminology and responsibilities to ensure compliance with the Home Rule Charter. If these additional legislative steps are taken by the time that the revenue bond proceeds are received, the Law Department could proceed with payments as soon as the bond proceeds are received.

In future budget years, annual appropriations will need to be made to allow the Law Department to make payments to judgment creditors and allow the Finance Department to make debt service payments on the new revenue bonds. The Administration recommends appropriating for both purposes in the Judgment Fund, which would include a "200-Other Operating" appropriation to the Law Department and a "600-Debt Service" appropriation to the Finance Department. Revenue bond proceeds should be appropriated to "200-Other Operating" for direct payments to judgment creditors, and General Fund revenues (generated by the millage for general municipal purposes) should be appropriated to "600-Debt Service" for the debt service payments on the revenue bonds.

Each year, the City's debt service schedules must be consulted for the proper amount to be appropriated for debt service, and all unspent revenue bond proceeds should be appropriated for the direct payments. Due to the City's annual budget calendar, which now requires the Mayor's Executive Budget to be submitted to the City Council by October 1, an estimate will likely be needed for the next year's Executive Budget. Then an amendment may be needed to adjust the budget and allow all unspent bond proceeds to be spent by the Law Department in each budget year. The Finance Department and Budget Office will coordinate with the City Council going forward, ensuring the proper payment of the required debt service payments and an appropriate budget for direct payments to judgment creditors.

E. Future Judgments

These recommendations provide a path forward to eliminate the current backlog of unpaid judgments by 2027, but future legal liabilities cannot be predicted with certainty. It is likely that more judgments will be rendered against the City, so the working group asked the City's co-financial advisors to estimate the additional cost of borrowing a higher amount than the current outstanding amount on the UJL, with a hypothetical additional amount of $20 million. The tables below are very similar to those presented above for a hypothetical issuance of $90 million in revenue bonds in two tranches, but these tables present numbers for a hypothetical issuance of $110 million in revenue bonds in two tranches (in 2025 and 2027), for illustrative purposes.

The first table, "Annual Debt Service Schedule," provides a hypothetical annual debt service schedule, including the City's current outstanding revenue bonds and two new tranches of revenue bonds:

Annual Debt Service Schedule:
Existing CNO Revenue Bonds Plus Hypothetical $110M in New Revenue Bonds, Sold in Two Tranches

Year	Debt Service Series 2016	Debt Service Series 2017	Debt Service Series 2021	Debt Service New $50M	Debt Service New $60M	Total: Existing and New Debt Service
2025	$1,157,440	$1,280,131	$15,681,546			$18,119,118
2026	$1,164,170	$1,307,315	$15,679,750	$2,259,043		$20,410,278
2027	-	$1,342,380	$15,676,952	$2,843,551		$19,862,883
2028	-	-	$15,674,605	$2,843,551	$2,657,905	$21,176,061
2029	-	-	$15,672,975	$2,843,551	$3,369,176	$21,885,702
2030	-	-	$15,670,308	$2,843,551	$3,369,176	$21,883,035
2031	-	-	-	$5,123,551	$5,669,176	$10,792,727
2032	-	-	-	$5,122,515	$5,666,996	$10,789,511
2033	-	-	-	$5,122,537	$5,667,277	$10,789,814
2034	-	-	-	$5,119,778	$5,669,553	$10,789,331
2035	-	-	-	$5,122,494	$5,671,774	$10,794,268
2036	-	-	-	$5,124,587	$5,670,272	$10,794,859
2037	-	-	-	$5,120,759	$5,668,140	$10,788,899
2038	-	-	-	$5,120,435	$5,669,509	$10,789,944
2039	-	-	-	$5,122,785	$5,668,849	$10,791,634
2040	-	-	-	$5,121,303	$5,670,276	$10,791,579
2041	-	-	-	$5,120,037	$5,667,956	$10,787,993
2042	-	-	-	$5,121,549	$5,670,596	$10,792,145
2043	-	-	-	$5,122,934	$5,666,632	$10,789,566
2044	-	-	-	$5,123,508	$5,669,282	$10,792,790
2045	-	-	-	$5,121,732	$5,670,132	$10,791,864
2046	-	-	-	-	$5,668,520	$5,668,520
2047	-	-	-	-	$5,667,838	$5,667,838

The second table, "Annual Expenditure Comparison ($110M)," provides a comparison of hypothetical annual expenditures based on the hypothetical annual debt service schedule table above, with the annual Judgment Fund appropriation in 2025 dedicated to direct payments to judgment creditors and future years' $2M appropriations repurposed to pay debt service payments on the new revenue bonds, as described above.

Annual Expenditure Comparison ($110M): 2025 Planned Expenditures vs. Future Years

Year	Judgment Fund Direct Payments	Existing and New Debt Service	Total	Savings (increase), Compared to 2025
2025	$2,000,000	$18,119,118	$20,119,118	
2026	$0 (repurposed)	$20,410,279	$20,410,278	$(291,160)
2027	$0 (repurposed)	$19,862,883	$19,862,883	$256,235
2028	$0 (repurposed)	$21,176,061	$21,176,061	$(1,056,943)
2029	$0 (repurposed)	$21,885,702	$21,885,702	$(1,766,584)
2030	$0 (repurposed)	$21,883,035	$21,883,035	$(1,763,917)
2031	$0 (repurposed)	$10,792,727	$10,792,727	$9,326,391
2032	$0 (repurposed)	$10,789,511	$10,789,511	$9,329,607
2033	$0 (repurposed)	$10,789,814	$10,789,814	$9,329,304
2034	$0 (repurposed)	$10,789,331	$10,789,331	$9,329,787
2035	$0 (repurposed)	$10,794,268	$10,794,268	$9,324,850
2036	$0 (repurposed)	$10,794,859	$10,794,859	$9,324,259
2037	$0 (repurposed)	$10,788,899	$10,788,899	$9,330,219
2038	$0 (repurposed)	$10,789,944	$10,789,944	$9,329,174
2039	$0 (repurposed)	$10,791,634	$10,791,634	$9,327,484
2040	$0 (repurposed)	$10,791,579	$10,791,579	$9,327,539
2041	$0 (repurposed)	$10,787,993	$10,787,993	$9,331,125
2042	$0 (repurposed)	$10,792,145	$10,792,145	$9,326,973
2043	$0 (repurposed)	$10,789,566	$10,789,566	$9,329,552
2044	$0 (repurposed)	$10,792,790	$10,792,790	$9,326,328
2045	$0 (repurposed)	$10,791,864	$10,791,864	$9,327,254
2046	$0 (repurposed)	$5,668,520	$5,668,520	$14,450,598
2047	$0 (repurposed)	$5,667,838	$5,667,838	$14,451,280

Based on this comparison, additional General Fund revenue would need to be rededicated to pay the increased debt service payments in 2026, 2028, 2029, and 2030, if $50M in new revenue bonds were sold in 2025 and $60M in new revenue bonds were sold in 2027. This additional need for General Fund revenue would require cuts to other, unidentified expenditures in the amounts in red in the table above, assuming current circumstances hold. For example, the City would need to cut an estimated $1,056,943 from the budget of some department, agency, or program in 2028 in order to be able to afford this hypothetical increase in debt service payments for 2028.

Without knowing whether additional judgments will be rendered against the City or if the City will agree to settle additional litigation in the near future, it is hard to justify incurring the additional $20M in debt and the associated borrowing costs and making corresponding budget cuts. It is possible that the benefits of using revenue bond proceeds to pay off the existing UJL and future judgments on an ongoing basis could outweigh the costs of borrowing and opportunity costs associated with the necessary budget cuts. But it is also possible that market conditions, budget

priorities, or financial realities could change between the sale of the first tranche of revenue bonds and the date on which those revenue bond proceeds are spent.

The path forward recommended by this funding plan provides flexibility, in that the initial Council authorization for $90M in new revenue bonds does not lock the City into a particular timeframe for selling those bonds. This funding plan recommends selling $45M in 2025 to begin paying down the UJL as soon as possible with the infusion of cash from the $45M revenue bond sale. But the initial Council authorization for $90M provides the flexibility to decide how to proceed in 2026 and 2027 based on the City's experiences using the first tranche of revenue bonds, the status of the UJL after the first tranche of revenue bonds has been used, and the market conditions at the time.

Finally, it should be noted that the debt service schedules above all show that 2026 will be the final year of payments for the City's Series 2016 revenue bonds, 2027 will be the final year of payments for Series 2017, and 2030 will be the final year of payments for Series 2021. The City will no longer have to dedicate the revenue generated by the ad valorem tax for general municipal purposes to the repayment of that existing debt, and this savings can be repurposed as it becomes available. The largest debt service payments, for Series 2021, do not end until 2030, but the least expensive option for paying future judgments, in terms of borrowing costs, would be to use the savings from the repayment of the Series 2021 bonds to pay judgments and settlements as they accrue. Therefore, this funding plan recommends Council authorization to sell up to $90M in revenue bonds, an initial sale of $45M in 2025, and a sale of $45M in 2027. As the UJL is paid off over time, the Administration and Council can determine if an additional revenue bond sale is needed or if the savings from the repayment of the Series 2021 revenue bonds can be used as the funding source for paying any future judgments and settlements, beginning in 2031.

VI. Conclusion

This Unpaid Judgment Funding Plan, as required by Ordinance Number 30,030 M.C.S., provides a path forward to satisfy the remaining outstanding principal balance of the UJL by the end of 2027, which was $89,287,152.45, as of January 1, 2025. Due to the challenges of using the City's General Fund or Judgment Fund to pay such a high dollar amount with existing recurring revenue sources, this funding plan recommends issuing new revenue bonds, to be repaid over time by using recurring General Fund revenue to no further extent than 2025 appropriations for existing payments of principal and interest on bonds secured by the City's millage for general municipal purposes and for existing payments in the Judgment Fund directly to the City's judgment creditors. Based on the advice of the City's co-financial advisors, current market conditions would allow the City to sell $45 million in 2025 and $45 million in 2027, paying off the City's current UJL expeditiously by using roughly the same amount of General Fund revenue being used in 2025.

If the City Council chooses to move forward with this funding plan, the Administration, the Council, and the City's legal and financial advisors will need to coordinate each step of the funding plan to ensure everyone, including the public, understands what is being put in place, the timing, and the future obligations being taken on by the City. Based on the tentative timeline

provided by co-bond counsel, the City could move forward with an initial bond sale and receive the proceeds in 2025. The Council would first approve a Preliminary Resolution to authorize the issuance of the full $90 million, so that an application could be made to the State Bond Commission, both of which have occurred. Then the Council would approve a Parameter Sale Resolution for the amount to be sold in 2025, recommended herein to be $45 million based on market conditions, so that those bond proceeds could be received in mid-to-late October.

Meanwhile, the Administration and Council would collaborate on a couple of additional legislative steps to allow the bond proceeds to be paid out to judgment creditors on the UJL as soon as they are received. As the Law Department pays judgment creditors with the new bond proceeds in accordance with Ordinance Number 30,030 M.C.S., the next Administration and Council can monitor progress and market conditions. With this Council's approval of the Preliminary Resolution and State Bond Commission approval of the full $90 million, the next Council and Administration can decide on the timing of the next revenue bond sale and adopt another Parameter Sale Resolution when the timing is right.

The debt service schedule for that series of revenue bonds will have to be considered and compared to commitments of General fund revenue at that time, but current estimates show that the City should be able to afford a second $45 million revenue bond sale in 2027 by dedicating roughly the same amount of General Fund revenue to repay those bonds as the City is currently dedicating in 2025. Having sold $90 million total, the City should be able to satisfy the current outstanding principal balance of the UJL by the end of 2027. Going forward, if no revenue bond proceeds remain unspent, the savings from the repayment of the Series 2021 revenue bonds can be used as the funding source for paying any future judgments and settlements as they accrue, by continuing to set aside $2 million or more per year for that purpose in the Judgment Fund.

Attachment 1

Ordinance Number 30,030 M.C.S.

Adopted on August 22, 2024

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 8, 2024

CALENDAR NO. 34,769

NO. 30030 MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, HARRIS, KING, GREEN AND THOMAS

AN ORDINANCE to provide relative to the payment of unpaid legal judgments; and otherwise to provide with respect thereto.

WHEREAS, the City has a legal obligation to pay its legal judgments once all judicial remedies have been exhausted and the judgments become final; and

WHEREAS, previous attempts to pay down the debt of the unpaid judgments list have been slowed by a lack of political commitment and inadequate funding; and

WHEREAS, the City Council believes it is in the best interest of the City to end the costly legacy of unpaid judgments so that future leaders can focus on the City's other pressing needs; and

WHEREAS, Article XII, Section 10(C) of the Louisiana Constitution provides that "[n]o judgment against the state, a state agency, or a political subdivision shall be eligible, payable, or paid except from funds appropriated therefor by the legislature or by the political subdivision against which the judgment is rendered"; and

WHEREAS, the City Council, pursuant to its constitutional and charter authority to direct and control the payment of judgments, has appropriated nearly $11 million dollars to the City's Judgment Fund for the purpose of significantly reducing the City's unpaid judgments; and

WHEREAS, the City Council further desires to use its legislative authority to provide an equitable and efficient framework for paying outstanding judgments and for resolving the unpaid judgments list with finality; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Law Department is hereby requested and directed to execute the following steps:

A. Within 30 days of the date on which this Ordinance becomes effective, the Law Department shall develop and implement procedures for expediting the processing of payments of outstanding settlement agreements, final judgments, or final orders, hereinafter referred to as "judgment". The foregoing procedures shall identify the documents reasonably necessary to process payments as expeditiously as possible and shall, to the fullest extent allowable under applicable law, minimize the administrative burden imposed upon judgment creditors.

B. Within 30 days of the date on which this Ordinance becomes effective, the Law Department shall make written offers of settlement to the persons or entities with valid, unpaid money judgment dating on or before December 31, 2005. Offers shall be made to such judgment creditors in chronological order corresponding to the date of the judgment, oldest judgments first. Offers shall be made on the following terms and shall incorporate any other provision the City Attorney deems necessary or advisable to implement the terms of this Ordinance:

1. The City shall offer to pay the full face-value of the judgment, excluding interest and any previous payments applied to principal.

2. The judgment creditor shall agree in writing to waive any past, current, or future interest on the judgment and shall further agree that the acceptance of payment fully compromises and satisfies the judgment and all claims arising therefrom.
3. The judgment creditor shall have 60 days from the date of the offer letter to accept the terms of the offer in writing.

C. Upon receipt of the judgment creditor's written acceptance per Part B, above, the Law Department shall immediately notify the Finance Department that the offer was accepted, and that the judgment should be paid. The Finance Department shall issue the payment in accordance with the terms of the written offer and acceptance within 30 days of receipt of the notice from the Law Department, and receipt of any documents required per with the policy adopted pursuant to Part A, whichever is later.

D. Payments made pursuant to this Ordinance shall be paid from the "Judgment Fund" codified in Sections 70-415.271 through 70-415.274 of the Code of the City of New Orleans.

E. At the conclusion of the period for accepting offers for the settlement of judgments dated on or before December 31, 2005, as set forth in Part B of this Section 1, the Law Department shall calculate the balance of the Judgment Fund. If any balance remains, the Law Department shall immediately make written offers of settlement to the persons or entities with valid, unpaid money judgments dating on or after January 1, 2006, on the same terms and in the same manner set forth in Part B, until the balance of the Judgment Fund is exhausted.

SECTION 2. That, if any judgments dated on or before the effective date of this Ordinance remain unpaid following execution of the process established in Section 1, the Chief Administrative Officer is hereby requested and directed to coordinate with the Law Department and provide the Council, on or before January 1, 2025, with a funding plan and recommendations for satisfying the remaining outstanding principal balance of the City's unpaid judgments list, exclusive of any accrued or accruing interest, in full by the end of the 2027 fiscal year. The plan should identify all potential funding sources and address the feasibility of using bonds and other debt instruments to satisfy any remaining unpaid judgment obligations.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS AUG 22 2024

JP Morrell

VICE **PRESIDENT OF THE COUNCIL**

DELIVERED TO THE MAYOR ON AUG 23 2024

APPROVED: AUG 27 2024

LaTOYA CANTRELL

MAYOR

RETURNED BY THE MAYOR ON AUG 27 2024 **AT** 4:30 PM

Aisha R. Collier

ASSISTANT **CLERK OF COUNCIL**

ROLL CALL VOTE:

YEAS: Giarrusso, Harris, King, Morrell, Thomas - 5

NAYS: 0

ABSENT: Green, Moreno - 2

RECUSED: 0

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY

Aisha Collier

ASSISTANT CLERK OF COUNCIL

Attachment 2

City of New Orleans Unpaid Judgment List

Dated December 23, 2024, and Current as of December 31, 2024

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
1	102	90-12148	Alberta Mussari v. City of New Orleans, et al.	Alberta Mussari	9/4/1996	1/14/1993	$4,800.00
2	103	92-20628	Kurt Coates v. Paul Leitzelar, et al.	Kurt Coates	12/6/1996	4/5/1997	$347.50
3	104	89-2759	Edwin Harrison, Sr. v. City of New Orleans, et al.	Ed Harrison, Et Al	12/23/1996	5/20/1994	$7,379.00
4	105	96-00388	Margaret McKeen v. 730 Bienville Partners, Ltd.	730 Bienville Partners	1/24/1997	12/30/1996	$500.00
5	106	96-7619	Raquel Foxworth v. Evenlyn Sentino, et al.	Racquel Foxworth	3/3/1997	6/3/1997	$1,000.00
6	107	94-4102 c/w 94-4103	Wilbert McClendon v. Marcus Jackson et al.	Wilbert Mcclendon	5/23/1997	3/16/1994	$14,221.50
7	109	94-4102 c/w 94-4103	Wilbert McClendon v. Marcus Jackson et al.	Patricia Anderson	5/23/1997	3/16/1994	$13,690.25
8	110	95-14563	Phoebe Johnson v. Lower Nine Health Clinic, et al.	St. Paul Fire And Marine Ins.	6/24/1997	6/24/1997	$1,000.00
9	111	96-16504	Minerva Jackson v. City of New Orleans, et al.	Minerva Jackson	12/3/1997	10/4/1996	$2,774.72
10	112	93-12798 c/w 93-12874	Diane Hunter, et al. v. Roosevelt Bell, et al.	Highlands Ins. Co.	1/22/1998	3/23/1998	$1,000.00
11	113	93-12798 c/w 93-12874	Diane Hunter, et al. v. Roosevelt Bell, et al.	Roosevelt Bell	1/22/1998	3/23/1998	$150.00
12	114	93-12046 c/w 93-12797	Diane Hunter, et al. v. Roosevelt Bell, et al.	Jeanetta Smith	1/22/1998	3/23/1998	$850.00
13	115	86-4491	Shirley Payton v. City of New Orleans, et al.	Shirley Payton	3/11/1998	6/9/1997	$26,120.47
14	116	96-18201	Danna M. McKinley v. City of New Orleans, et al.	Danna Marie Mckinley	8/14/1998	12/12/1998	$250.00
15	117	87-23038	Lorraine Riley, et al. v. City of New Orleans, et al.	Lorraine Riley	8/25/1998	12/23/1998	$520.93
16	120	93-15791	Tona Butler, et al. v. Automotive Casualty, et al.	Tona Butler	8/11/1999	12/9/1999	$500.00
17	121	97-16791	Donshekia Mercadel v. Patrick Conaghan, et al.	Donshekia Mercadel	11/18/1999	9/24/1997	$20,000.00
18	122	98-16100	Jackie D. Boggs v. Joyce C. Wautlet, et al.	Jackie Boogs	4/27/2000	6/30/2002	$10,000.00
19	124	96-6289	Lenet Smith v. Regional Transit Authority, et al.	Lenet Smith	8/9/2000	11/7/1999	$532.00
20	126	89-11274	Leatha Groomes, et al. v. Ronald Recasner, et al.	Leatha Grooms	8/31/2000	10/30/2000	$100,000.00
21	127	89-11274	Leatha Groomes, et al. v. Ronald Recasner, et al.	Leatha Grooms O/N/O Evanda Grooms	8/31/2000	10/30/2000	$1,700,000.00
22	128	97-9438 c/w 97-16834	Terrance Holmes, et al. v. City of New Orleans, et al.	Betty Thomas O/B/O Abdul Thomas	11/8/2000	7/19/1999	$500.00
23	129	97-9438 c/w 97-16834	Terrance Holmes, et al. v. City of New Orleans, et al.	Terrance Holmes	11/8/2000	7/19/1999	$500.00
24	131	96-794 c/w 96-1975 c/w 96-4607 c/w 96-6289	Carlos Anthony v. Regional Transit Authority, et al.	Carlos Anthony	3/6/2001	1/23/2000	$317.00
25	132	98-504	Robin Ann Leflore v. Louis Orduna, et al.	Robin Leflore	7/13/2001	1/12/1998	$6,389.63
26	133	95-4967	Elton Parks v. Leaval Fraklin, et al.	Transit Management Of Louisiana	7/23/2001	7/23/2001	$11,000.00
27	134	99-788	Consulea Millro v. Sewerage and Water Board of New Orleans	Consulea Millro	9/13/2001	11/12/2001	$500.00
28	137	87-23422	Dorothy Santacruze v. City Of New Orleans, et al.	Dorothy Santacruze	1/29/2002	2/17/2002	$1,500.00
29	138	98-02510	Sharon McNeil v. New Orleans Police Department, et al.	Sharon Mcneil	4/17/2002	6/17/2002	$21,200.00
30	139	00-8820	Henry Davis v. Sidney P. Nunez, et al.	Henry Davis	4/23/2002	6/22/2002	$3,000.00
31	141	97-14212	Jude Reaux, et al. v. City of New Orleans	Jude Reaux Ind And O/B/O Ranada And Nikisha Reaux	6/14/2002	8/13/1997	$1,029,833.65
32	142	97-14212	Jude Reaux, et al. v. City of New Orleans	Jude Reaux	6/14/2002	8/13/1997	$17,569.50
33	143	97-14212	Jude Reaux, et al. v. City of New Orleans	Jude Reaux O/B/O Ranada Reaux	6/14/2002	8/13/1997	$8,797.50
34	144	97-14212	Jude Reaux, et al. v. City of New Orleans	Charity Hospital And Medical Center Of LA	6/14/2002	6/14/2003	$93,381.55
35	145	98-7998	Keith Nolan v. Melissa Heno, et al.	Keith Nolan	6/24/2002	6/24/2002	$10,000.00
36	146	89-03413	Shirley Oalmann, et al. v. City of New Orleans	Shirley B. Oalmann, O/B/O Rebekah Oalmann	7/3/2002	9/1/2002	$720.00
37	147	89-3413	Shirley Oalmann, et al. v. City of New Orleans	Shirley Oalman	7/3/2002	9/1/2002	$16,910.95
38	148	89-3413	Shirley Oalmann, et al. v. City of New Orleans	Allstate Insurance Co.	7/3/2002	9/1/2002	$2,066.00
39	149	98-08150	James Alexis v. City of New Orleans	James Alexis	7/29/2002	7/29/2002	$9,670.00
40	150	00-7995	Mary Jane Francois v. Walgreen Louisiana, et al.	Mary Jane Francois	9/12/2002	11/11/2002	$1,750.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
41	151	99-11221	Ricky Wilson, et al. v. Albertine Reed, et al.	Ricky Wilson	12/4/2002	12/4/2002	$1,500.00
42	152	98-12809	Candise Sullivan v. Charles Clayton, et al.	James E. Uschold PLC as Subrogee Of Candise Sullivan	12/16/2002	12/16/2002	$700.00
43	154	01-06168	Pamela M. Taylor v. Derrick J. Eagleton, et al.	Pamela Taylor	2/13/2003	3/15/2003	$1,500.00
44	155	84-20520, 86-2079, 88-8240	Irvin Magri v. City of New Orleans, et al.	Darleen Jacobs	2/19/2003	2/19/2003	$12,000.00
45	834	1986-14197	Bertha Mae Adams v. Boh Brothers Construction Co., Inc.	Bertha Mae Adams	2/28/2003	3/17/2003	$5,000.00
46	156	00-18274	Deborah Jackson, et al. v. Calvin Prevost, III, et al.	Deborah Jackson O/B/O Janell Jackson	3/3/2003	5/2/2003	$11,115.25
47	157	98-16457	Eugene Day, Jr. v. City of New Orleans, et al.	Eugene Day And Steven M. Koenig	3/17/2003	6/15/2003	$1,200.00
48	158	00-14989	Kenneth Aumuller, v. Entergy Corporation, et al.	Kenneth Aumuller	4/16/2003	6/15/2003	$1,000.00
49	161	95-16117	Gilbert Davis v. Katz Besthoff, et al.	Gilbert Davis	6/12/2003	9/10/2003	$500.00
50	164	03-1207	New Orleans Brass, L.L.C. v. City of New Orleans	New Orleans Brass L.L.C.	8/1/2003	8/1/2003	$5,066.95
51	165	00-17396	Ronald J. Mercadel v. Lynn W. Ashley, et al.	Ronald J. Mercadal	10/20/2003	12/19/2003	$31,183.00
52	166	00-5123	Dudley Sullivan v. Dorothy Johnson, et al.	Dudley Sullivan	10/21/2003	2/17/2004	$1,500.00
53	167	95-00567	Christian Brothers Risk Pooling Trust v. Guy Hill, et al.	Christian Bros	11/12/2003	11/12/2003	$3,500.00
54	168	99-06574	Betty Wright v. Sewarage and Water Board of New Orleans	Estate Of Betty Wright	12/12/2003	2/10/2004	$5,000.00
55	169	2000-12606	Shawn M. James, et al. v. Dwayne Schureman, et al.	Shawn James	1/13/2004	3/21/2004	$1,500.00
56	170	2000-12606	Shawn M. James, et al. v. Dwayne Schureman, et al.	Delilah Franklin	1/13/2004	3/21/2004	$1,955.00
57	171	2000-12606	Shawn M. James, et al. v. Dwayne Schureman, et al.	Courtney White	1/13/2004	3/21/2004	$2,695.00
58	172	00-17468	Ronald Lemon, Jr. and Lawsel Mitchell v. Joseph Orticke, Jr., et al.	Ronald Lemon, Jr And Lawsel Mitchell Through Their Attorney Of Record Rene D. Lovelace, Esq.	1/16/2004	1/16/2004	$5,665.90
59	175	00-9900	Alfredo Saenz, et al v. New Orleans Police Department, et al.	Medical Center Of New Orleans	2/17/2004	5/17/2004	$14,000.00
60	176	00-1866	Robert Johnson, et al. v. Melvina Hills, et al.	Robert Johnson	3/12/2004	4/11/2004	$1,100.00
61	178	00-1866	Robert Johnson, et al. v. Melvina Hills, et al.	Cathleen Johnson	3/12/2004	4/11/2004	$1,700.00
62	179	02-10016	Eartha Charles, et al. v. City Of New Orleans, et al.	Eartha Charles	6/14/2004	9/12/2004	$7,530.00
63	180	02-10016	Eartha Charles, et al. v. City Of New Orleans, et al.	Eartha And Lars Charles	6/14/2004	9/12/2004	$347.00
64	181	02-10016	Eartha Charles, et al. v. City Of New Orleans, et al.	Lars Charles	6/14/2004	9/12/2004	$6,800.00
65	185	01-00363	Gloria Jones, et al. v. Olivia Fontenot, et al.	Osby Jones, Gloria Jones And Their Attorney J. Keith Hardie, Jr.	9/27/2004	12/8/2017	$11,772.53
66	186	04-12867	Michael G. Riehlmann v. Edwin P. Compass, III, et al.	Michael Riehlmann	9/27/2004	12/8/2017	$532.81
67	187	95-17183	Jerome Myles v. Sewerage and Water Board of New Orleans, et al.	Jerome Myles And His Attorney J. Nelson Mayer	10/6/2004	1/4/2005	$1,000.00
68	188	01-21030	Gerald R. Comeaux v. City of New Orleans Police Department	Gerald Comeaux	10/12/2004	12/8/2017	$5,367.41
69	189	01-18695	Aisha Pichon v. Kevin Cooper, et al.	Aisha Pichon	10/20/2004	12/8/2017	$22,871.52
70	190	02-07713	Bridget Ann Price, et al. v. Kathy Bush, et al.	Bridget Ann Price And Her Attorney Of Record Geri Broussard-Baloney	10/25/2004	10/25/2004	$1,000.00
71	194	01-09694	Johnnie Ray, et al. v. City of New Orleans, et al.	Keoka Washington O/B/O Charles Washington	10/29/2004	12/28/2004	$2,600.00
72	205	24th JDC 560-843	Neola Riggins, et al. v. Carolyn Fields, et al.	Neola Riggins	11/29/2004	11/9/2004	$2,990.00
73	206	01-657	Carolos E. Zeledon v. Anthanese Boissier, et al.	Carlos Zeledon	12/1/2004	1/30/2005	$3,300.00
74	208	2000-12361	Irmelda Bradley, et al. v. City of New Orleans, et al.	Irmelda Bradley	12/8/2004	3/8/2005	$3,790.00
75	209	2000-12361	Irmelda Bradley, et al. v. City of New Orleans, et al.	Anthony Bradley	12/8/2004	3/8/2005	$3,685.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
76	210	2000-12361	Irmelda Bradley, et al. v. City of New Orleans, et al.	Shantell Bradey	12/8/2004	3/8/2005	$3,990.00
77	211	2000-12361	Irmelda Bradley, et al. v. City of New Orleans, et al.	Connie Bradley	12/8/2004	3/8/2005	$4,275.00
78	217	03-03269	Darryl Joseph Carter v. Amiri Quillens, et al.	Darryl Joseph Carter	1/14/2005	5/14/2005	$2,900.00
79	218	04-05692	Peter Armstrong, Jr. v. Don A. Kinney, et al.	Peter Armstrong, Jr.	1/19/2005	12/7/2017	$11,335.84
80	219	93-22027	Sharon Giangrosso v. Tracey Fulton, et al.	Sharon Giangrosso	1/19/2005	12/8/2017	$22,806.40
81	221	00-14888	Michael Martin v. City of New Orleans, et al.	Michael Martin	1/20/2005	5/20/2005	$3,500.00
82	223	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Clarence LaFrance	1/26/2005	10/10/2004	$923.08
83	224	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Gerard Johnson	1/26/2005	10/10/2004	$923.08
84	225	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Gladys Knatt & Kenneth Knatt	1/26/2005	10/10/2004	$923.08
85	226	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Lois Isadore	1/26/2005	10/10/2004	$923.08
86	227	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	David Johnson	1/26/2005	10/10/2004	$923.08
87	228	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Neoma Coleman	1/26/2005	10/10/2004	$923.08
88	229	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Clarence Thorton	1/26/2005	10/10/2004	$923.08
89	230	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Cagey Harris	1/26/2005	10/10/2004	$923.08
90	231	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Harry Coleman	1/26/2005	10/10/2004	$923.08
91	232	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Michael Kiper	1/26/2005	10/10/2004	$923.08
92	233	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Dolores Smith	1/26/2005	10/10/2004	$923.08
93	234	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Mary Coleman	1/26/2005	10/10/2004	$923.08
94	235	99-15346	Mary Rush, et al. v. Wallace C. Drennan, Inc., et al.	Mary Rush	1/26/2005	10/10/2004	$923.08
95	236	03-14917	Senecia Carter, et al. v. Jeffrey Walls, et al.	Harwood Humes	2/2/2005	6/2/2005	$6,885.00
96	237	03-14917	Senecia Carter, et al. v. Jeffrey Walls, et al.	Senecia Carter	2/2/2005	6/2/2005	$8,000.00
97	239	02-07991	Mae Guillaume v. City of New Orleans, et al.	Mae Guillaume	2/14/2005	3/15/2005	$4,483.00
98	242	03-2877 C/W 03-03874	State Farm Mutual Automobile Insurance Co., et al. v. Frank J. Nelson, et al.	Jimmie Porter	2/22/2005	5/23/2005	$2,745.00
99	244	01-09284	Jerry Simmons v. Gregory Hamilton, et al.	Jerry Simmons	2/28/2005	12/8/2017	$15,715.93
100	250	04-02244	Irene B. Hawkins v. Rosalind M. Patterson, et al.	Irene B. Hawkins	3/4/2005	6/2/2005	$10,021.14
101	252	03-08511	Raazaan Muhammad v. State Farm Mutual Ins. Co., et al.	Raazaan Muhammad	3/17/2005	7/15/2005	$9,183.00
102	254	96-7758	Rotem Dahan v. Teresa Miller, et al.	Rotem Dahan	3/29/2005	7/27/2005	$1,000.00
103	257	88-4087	Regina Felton v. City of New Orleans, et al.	Regina Felton	4/18/2005	12/7/2017	$18,663.11
104	258	00-08916	Ella Satcher v. City of New Orleans	Ella Satcher	4/20/2005	6/19/2005	$6,500.00
105	259	02-17893	Haley Smith v. City of New Orleans, et al.	Haley Smith	4/26/2005	7/25/2005	$6,500.00
106	262	02-19325/03-3645	Allstate Insurance Co., et al. v. City of New Orleans, et al.	Michael Mulligan	5/23/2005	9/20/2005	$7,000.00
107	264	86-22748	Mary Parker v. Sewerage and Water Board, et al.	Mary Parker	6/15/2005	10/13/2005	$3,750.00
108	269	99-02845	Deneshia Bastian, et al. v. City of New Orleans, et al.	Deneshia Bastian and Kwami Franklin	7/27/2005	8/26/2005	$786.54
109	270	2002-3444	Cynthia Gaunichaux v. City of New Orleans	Cynthia Gaunichaux And Atty Steven M. Koenig	7/28/2005	10/26/2005	$8,500.00
110	273	04-02483	Miliki Tapp v. City of New Orleans, et al.	Miliki Tapp	8/8/2005	11/6/2005	$7,500.00
111	274	01-11656	Tyaywana Moody, et al. v. Len Major, et al.	Patricia Moody O/B/O Preston Moody	8/8/2005	12/8/2017	$3,804.59
112	278	03-01534	Wendell Wells v. Calvinc Issac Braley, Jr., et al.	Wendell Wells	8/24/2005	12/8/2017	$14,705.69
113	281	02-08180	Simon L. Jones Jr., et al v. Jason K. Allen, et al.	Simon L. Jones, Jr. O/B/O Simon Bazile	1/9/2006	5/23/2002	$21,840.10
114	283	96-15751	Gus Rico v. Sewerage and Water Board of New Orleans, et al.	Gus Rico	3/8/2006	12/1/2004	$89,741.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
115	284	95-01947	Carol Mitchell v. City of New Orleans, et al.	Carol Mitchell	4/17/2006	4/17/2006	$80,000.00
116	285	03-13410 C/W 03-13638	State Farm Mutual Automobile Insurance Co., et al. v. John Moore, et al.	Laniya Sanchez	4/25/2006	1/1/2006	$16,500.00
117	288	03-11433	Rodney Tumblin v. Derek A. Smith, et al.	Rodney Tumblin	6/14/2006	9/12/2006	$500.00
118	289	00-03600	Ronald Toussaint, Sr., v. City of New Orleans, et al.	Ronald Toussaint	6/16/2006	10/14/2006	$5,000.00
119	294	2001-07875	Ronnie Null v. Jeffrey Alexander, et al.	Ronnie Null	7/18/2006	11/15/2006	$7,500.00
120	295	92-17557	Shirley Bentley, et al. v. Malbrue Elphamous, Jr., et al.	Tammy Mcfarland O/B/O Paulette Mcfarland	7/24/2006	8/23/2006	$4,145.00
121	296	92-17557	Shirley Bentley, et al. v. Malbrue Elphamous, Jr., et al.	Shirley Bentley O/B/O Jevelle Bently	7/24/2006	8/23/2006	$3,029.25
122	298	03-1504	Deshawn E. McMillian v. City of New Orleans	Deshawn E. Mcmillian	8/22/2006	12/20/2006	$30,000.00
123	300	03-08159	Riley Moore v. City of New Orleans, et al.	Riley Moore	9/15/2006	1/13/2007	$21,380.55
124	301	98-1292	Elaine Stewart, et al. v. City of New Orleans, et al.	Elaine Stewart	9/18/2006	9/18/2006	$400,000.00
125	302	98-1292	Elaine Stewart, et al. v. City of New Orleans, et al.	Elaine Stewart O/B/O Lance Stewart	9/18/2006	9/18/2006	$3,600,000.00
126	303	01-02450	Hay Brothers, Inc., et al. v. City of New Orleans	Hay Brothers Incorporated	10/25/2006	2/22/2007	$12,625.87
127	304	2000-495	Marion Dooley, et al. v. George Wichser, II, et al.	Lakisha Dooley	10/26/2006	1/23/2007	$2,000.00
128	308	97-14394	Eileen Renfroe, et al. v. RTA, et al.	Tequilla And Tekisha Renfroe	12/1/2006	12/1/2006	$1,043.00
129	311	05-02966	Daniel Bourgeois, et al. V. John Burlett, et al.	Daniel And Brandie Bourgeoois	12/6/2006	4/5/2007	$1,500.00
130	312	04-17502	USAA, et al. v. Jeffery Brown, et al.	U.S.A.A.	12/8/2006	4/7/2007	$6,000.00
131	314	00-16361	Walter J McDowell v. Donald Gratia, et al.	Walter Mcdowell	1/23/2007	2/23/2007	$12,500.00
132	822	2002-05964	Marvin Lebovitz v. Sheraton Operating Corp. d/b/a Sheraton New Orleans, et al.	Marvin Lebovitz	3/1/2007	6/29/2007	$2,500.00
133	319	05-04923	Iona Williams v. City of New Orleans	Iona Williams	3/7/2007	7/5/2007	$3,885.75
134	321	03-06857	Carolyn Watson v. Sean C. Kevany, et al.	Carolyn D. Watson	3/7/2007	7/5/2007	$8,674.98
135	323	02-14858	Darlene LeBlanc, et al. v. City of New Orleans	Darlene Leblanc And Melanie Webster	3/21/2007	7/19/2007	$2,000.00
136	327	05-00956	Vivan Sterling, et al. v. Robert Collignon, et al.	Vivian Sterling	3/22/2007	7/20/2007	$9,000.00
137	329	00-02262	Latoya Gaines v. City of New Orleans	Latoya Gaines	3/27/2007	7/25/2007	$10,980.00
138	330	05-4263 C/W 05-7720	State Farm Mutual Auto Ins Co., et al. v. Jason Gagliano, et al.	Shirley Honore	4/4/2007	8/2/2007	$9,000.00
139	331	05-04263 C/W 05-7720	State Farm Mutual Auto Ins Co., et al. v. Jason Gagliano, et al.	Shirley Honore And Annea Honore O/B/O Sabra Honore	4/4/2007	8/2/2007	$6,500.00
140	333	04-17706	Londia Bradstreet, et al. v. Alton Jones, et al.	Terrance Bertrand	4/4/2007	8/2/2007	$7,300.00
141	334	04-17706	Londia Bradstreet, et al. v. Alton Jones, et al.	Londia Bradstreet	4/4/2007	8/2/2007	$7,732.00
142	335	03-10951	Gerry Celestine v. City of New Orleans, et al.	Gerry Celestine	4/5/2007	8/3/2007	$25,000.00
143	342	02-6632 C/W 02-7661	Cynthia Banks v. Glenell Blatcher, et al.	Cynthia Banks	5/29/2007	8/27/2007	$40,000.00
144	346	02-18893	Kristy Scott Donaldson v. City of New Orleans, et al.	Kristy Scott Donaldson	6/25/2007	10/23/2007	$50,000.00
145	347	03-11735	State Farm Mutual Automobile Ins Co, et al. v. George Jackson, et al.	Malcolm Thompson	7/18/2007	10/17/2006	$15,000.00
146	348	02-18428	Yolanda Loving, et al. v. David Lane, et al.	Ramona Pitre	7/18/2007	10/16/2007	$3,674.05
147	349	02-18428	Yolanda Loving, et al. v. David Lane, et al.	Raeon Loving	7/18/2007	10/16/2007	$2,086.66
148	351	93-13522 c/w 94-11411	Marlene Durel, et al. v. Clarice James Conerly, et al.	Clarice Conerly Thomas	7/23/2007	11/20/2007	$29,000.00
149	352	02-08571	Felicia Doyle v Uchenna Vincent, et al.	Felicia Doyle	7/26/2007	10/24/2007	$10,500.00
150	359	02-02576	Victoria Age v. Winston Harbin, Jr., et al.	Victora Age	8/27/2007	12/25/2007	$11,437.57

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
151	360	2003-17567	Michele Doughty, et al. v. Stephen Mortell, et al.	Michele Doughty	9/5/2007	11/4/2007	$9,000.00
152	364	95-18650	Norman Williams v. Board of Commissioners for the Port of New Orleans	Norman Williams	9/18/2007	1/16/2008	$3,000.00
153	367	2004-5693	Dionne M. Winfield v. Lary P. Hesdorffer, et al.	Dionne Winfield	9/21/2007	11/20/2007	$6,000.00
154	369	2004-5693	Dionne M. Winfield v. Lary P. Hesdorffer, et al.	Government Employees Ins Co	9/28/2007	9/28/2007	$1,882.34
155	374	04-15075	Gregory Jackon v. EMS, et al.	Gregory Jackson	9/28/2007	10/28/2007	$15,715.24
156	376	2000-8781	Tyruss Lynn v. Edward Ellis, Jr., et al.	Tyruss Lyn	10/3/2007	10/3/2007	$220,000.00
157	377	04-15067	Karen Andrews v. Don G. LeDuff, et al.	Karen Andrews	10/17/2007	2/14/2008	$3,900.00
158	379	02-02700	Donald Carter v. Delicia Morgan, et al.	Donald Carter	11/8/2007	2/20/2002	$25,111.65
159	380	01-11849	Barbara Stewert, et al. v. City of New Orleans	Barbara Stewart O/B/O Ashley Stewart	11/8/2007	3/7/2008	$25,000.00
160	394	00-02294	Herbert L. Green, Sr., et al. v. City of New Orleans	Herbert L. Green	12/18/2007	4/16/2008	$15,625.00
161	395	00-02294	Herbert L. Green, Sr., et al. v. City of New Orleans	Queen Green	12/18/2007	4/16/2008	$1,500.00
162	397	06-3779 C/W 06-4108	Laurie Brooks, et al. v. Alexander Goldberg, et al.	Akira Smith	1/10/2008	5/9/2008	$1,015.00
163	398	06-03779 C/W 06-4108	Laurie Brooks, et al. v. Alexander Goldberg, et al.	Arlette Jupiter	1/10/2008	5/9/2008	$2,256.00
164	399	06-03779 C/W 06-4108	Laurie Brooks, et al. v. Alexander Goldberg, et al.	Laurie Brooks	1/10/2008	5/9/2008	$3,858.00
165	400	06-3779 C/W 06-4108	Charles Ruth v. U.S. Agencies Casualty Insurance Company, et al.	Charles Ruth	1/10/2008	5/9/2008	$5,000.00
166	402	02-09670 C/W 03-01683	Carolyn Bauduc v. City of New Orleans, et al.	Carolyn R. Bauduc	1/14/2008	5/13/2008	$50,000.00
167	404	03-16087	Edwin Arzu, et al. v. City of New Orleans, et al.	Sandra Gonzales	1/24/2008	5/23/2008	$10,000.00
168	405	92-18347	James Darby, Jr., et al. v. City of New Orleans, et al.	James Darby, Sr	2/11/2008	2/11/2008	$5,000.00
169	407	01-08800	Karen Smith, et al. v. Randall Knight, et al.	Karen Smith O/B/O Shatynna Smith	2/12/2008	6/11/2008	$1,000.00
170	408	01-08800	Karen Smith, et al. v. Randall Knight, et al.	Karen Smith O/B/O Vernell Smith	2/12/2008	6/11/2008	$1,000.00
171	821	2001-08800	Karen Smith, et al. v. Randall Knight, et al.	Karen Smith	2/12/2008	6/11/2008	$5,000.00
172	409	05-02222	Craig Zimmer v. Rodney Bailey, et al.	Craig Zimmer	2/20/2008	6/19/2008	$1,000.00
173	414	2001-2720	Derrick Christian v. City of New Orleans, et al.	Derrick Christian	3/31/2008	7/29/2008	$3,200.00
174	416	2004-00099	Hamp's Construction, LLC v. The City of New Orleans	Hamp's Construction, L.L.C.	4/18/2008	5/18/2008	$140,000.00
175	418	04-13915	Barry Williams v. City of New Orleans, et al.	Barry Williams	5/2/2008	7/31/2008	$10,500.00
176	419	01-09782	Leroy Smith v. the City of New Orleans, et al.	Leroy Smith	5/8/2008	9/5/2008	$23,000.00
177	420	99-09431	Glenda Register v. City of New Orleans, et al.	Glenda Register	5/13/2008	9/10/2008	$2,500.00
178	427	99-00143	Roy LePage v. City of New Orleans, et al.	Roy LePage	7/9/2008	11/6/2008	$130,000.00
179	428	02-14406	Paul Baddoo, et al. v. City of New Orleans, et al.	Paul Baddoo	7/22/2008	11/19/2008	$17,500.00
180	429	02-14406	Paul Baddoo, et al. v. City of New Orleans, et al.	Raymond Whaley	7/22/2008	11/19/2008	$17,400.00
181	435	99-08046	Mary Love, et al. v. Robert M. Larry, et al.	Mary Love O/B/O Keila Love	9/16/2008	1/14/2009	$10,000.00
182	436	04-01353	Linda Bonney v. Wyndham International, et al.	Linda Bonney	9/17/2008	11/16/2008	$25,000.00
183	441	04-04855	Michelle Adams, et al. v. the City of New Orleans, et al.	Lisa Vezzani	10/7/2008	2/4/2009	$1,000.00
184	445	05-12392	Gabrielle Gibson v. Jennifer Goodenough, et al.	Gabrielle Gibson	10/27/2008	11/19/2008	$11,400.00
185	449	01-15508	Thelma Dickerson v. City of New Orleans, et al.	Thelma Dickerson individually and O/B/O Lajuana Dickerson	12/11/2008	9/21/2001	$1,500.00
186	463	99-17102 C/W 99-17196	Sherlyn Galle, et al. v. Nationwide Furniture, et al.	Estate of Virgie Caston	3/16/2009	6/14/2009	$2,220.00
187	467	02-03214	Jill Readeau Glorioso v. City of New Orleans, et al.	Jill R. Glorioso	4/2/2009	7/31/2009	$83,000.00
188	469	04-12155	Wardell Carter, et al. v. Carlos Christina, Jr., et al.	Wardell Carter	4/8/2009	8/6/2009	$71,000.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
189	470	98-09278	Selma Beverly v. Sewerage and Water Board, et al.	Selma Beverly	4/22/2009	8/20/2009	$10,000.00
190	474	2004-5005	Chasity Jackson v. AIG Insurance Company, et al.	AIG Insurance Co.	5/29/2009	5/29/2009	$10,000.00
191	477	01-20244 C/W 02-04979	Karen Lindsey v. Claude Delone, et al.	Ronald Morris	6/8/2009	10/6/2009	$2,500.00
192	490	08-13277	Raymond Canzoneri & Associates, Inc. v. the City of New Orleans, et al.	Raymond Canzoneri & Associates, Inc.	10/9/2009	12/21/2011	$2,507,040.00
193	492	03-15047	Barbara Hamilton, et al. v. Vincent S. Harris, et al.	Barbara Hamilton	10/21/2009	1/19/2010	$14,182.00
194	493	03-15047	Barbara Hamilton, et al. v. Vincent S. Harris, et al.	Errol Hamilton	10/21/2009	1/19/2010	$7,615.00
195	508	02-07791	Jonathan Carroll v. New Orleans Police Department	Jonathan Carroll	1/5/2010	3/6/2010	$20,000.00
196	509	02-07791	Jonathan Carroll v. New Orleans Police Department	Rita Akehurst Beckett	1/5/2010	3/6/2010	$15,000.00
197	511	04-10297	Lori Rowell v. City of New Orleans, et al.	Lori Rowell	1/12/2010	3/13/2010	$10,000.00
198	516	02-05733	Gwendolyn Lee, et al. v. Orleans Parish School Board, et al.	Gwendolyn Lee	4/6/2010	8/4/2010	$61,918.50
199	517	02-05733	Gwendolyn Lee, et al. v. Orleans Parish School Board, et al.	Steven A. Francis	4/6/2010	8/4/2010	$2,616.30
200	518	02-05733	Gwendolyn Lee, et al. v. Orleans Parish School Board, et al.	Lakeisha Lee	4/6/2010	8/4/2010	$2,616.30
201	519	02-05733	Gwendolyn Lee, et al. v. Orleans Parish School Board, et al.	Kelly Lee	4/6/2010	8/4/2010	$2,616.30
202	520	02-05733	Gwendolyn Lee, et al. v. Orleans Parish School Board, et al.	Robin Taylor	4/6/2010	8/4/2010	$2,616.30
203	521	02-05733	Gwendolyn Lee, et al. v. Orleans Parish School Board, et al.	Germar Taylor	4/6/2010	8/4/2010	$2,616.30
204	525	USDC 09-6598	Nat'l. Union Fire Ins. Co. of Pittsburgh, PA, et al. v. City of New Orleans	Republic Ins. Co.	4/8/2010	9/30/2008	$134,657.09
205	526	92-17031	Lillie Causey, et al. v. City of New Orleans, et al.	Donetta Causey	4/12/2010	6/11/2010	$3,000.00
206	527	92-17031	Lillie Causey, et al. v. City of New Orleans, et al.	Carlene Causey	4/12/2010	6/11/2010	$3,000.00
207	528	08-03798	Joan Heather Huey v. Met. Prop. and Cas. Ins. Co., et al.	Joan Heather Huey	4/26/2010	8/24/2010	$10,000.00
208	531	08-08130	Cathy Reinhardt v. Warren J. Riley, et al.	Cathy Reinhardt	4/28/2010	7/27/2010	$20,000.00
209	532	03-15371	Rodriguez Lomax, et al. v. Than U. Nguyen, et al.	Rodriguez Lomax	5/24/2010	9/21/2010	$15,400.00
210	533	03-15371	Rodriguez Lomax, et al. v. Than U. Nguyen, et al.	Cedric Winn	5/24/2010	9/21/2010	$23,780.00
211	534	07-6461 c/w 07-7364	State Farm Mut. Auto. Ins. Co., et al. v. Robert Lubrano, et al.	Robert Lubrano	6/3/2010	10/1/2010	$3,000.00
212	541	40th JDC #55242	Gary Russo, Jr., et al. v. Eddie Thompson, et al.	Gary Russo, Jr. and Michelle Mims Russo	10/13/2010	10/13/2010	$3,700.00
213	543	97-14212	Jude Reaux, et al. v. City of New Orleans	Allen Borne	11/5/2010	8/13/1997	$250.00
214	544	2009-2139	Shirlonda Jackson v. City of New Orleans	Shirlonda Jackson	11/10/2010	2/8/2011	$19,522.76
215	548	2005-2667	Indoyola White, et al. v. City of New Orleans, et al.	Indoyola White and Jerome Signal	12/22/2010	4/21/2011	$5,000.00
216	550	04-10892 C/W 00-12888	John Orgon v. City of New Orleans, et al.	John Orgon	1/4/2011	5/4/2011	$16,000.00
217	553	91-17917	Rhonda Mollow Kendrick v. State Farm Mut. Auto. Ins. Co.	Rhonda Mollow Kendrick	2/2/2011	2/2/2011	$120,000.00
218	552	07-13425	Renata Kotokowska v. City of New Orleans	Renata Kotokowska	2/7/2011	6/7/2011	$14,800.00
219	554	02-12600	Thomas Andrew Flenner, Jr. v. Sewerage & Water Board of New Orleans, et al.	Thomas Andrew Flenner	2/10/2011	6/10/2011	$45,000.00
220	557	00-13621	Mona Lisa White v. City of New Orleans	Mona Lisa White And The Rawlings Company [Medical Lien]	2/23/2011	6/23/2011	$8,000.00
221	559	04-05242	Jamal Richie, et al. v. City of New Orleans, et al.	Jamal Richie	3/1/2011	7/29/2011	$3,000.00
222	561	95-10613	Lana Lamothe v. Sewerage & Water Board of New Orleans	Lana Lamothe	3/24/2011	7/20/2011	$4,000.00
223	563	03-02660	Isam Mousa v. City of New Orleans, et al.	Isam Mousa	4/15/2011	8/13/2011	$40,000.00
224	567	10-11443	James D. Bercaw v. City of New Orleans	James D. Bercaw	5/20/2011	11/12/2010	$731.50

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
225	568	2001-00012	William Hester, et al. v. State Farm Mut. Auto. Ins. Co., et al.	William Hester	5/25/2011	9/22/2011	$5,000.00
226	569	2006-04685	Johnny Washington v. City of New Orleans	Johnny Washington	5/25/2011	6/24/2011	$1,750.00
227	571	04-13978	Courtney Zimmer, et al. v. Roderick Rick, et al.	Courtney Zimmer	6/3/2011	10/1/2011	$13,086.00
228	572	04-13978	Courtney Zimmer, et al. v. Roderick Rick, et al.	Craig Zimmer	6/3/2011	10/1/2011	$11,798.93
229	573	2002-10507	Samarran Coleman v. City of New Orleans, et al.	Samarran Coleman Royal	6/7/2011	7/3/2002	$5,000.00
230	577	05-13566	John Redmann, et al. v. City of New Orleans	John Redmann	7/6/2011	4/1/2011	$17,879.64
231	578	05-13566	John Redmann, et al. v. City of New Orleans	Amanda Redmann	7/6/2011	4/1/2011	$53,638.92
232	579	06-4770 c/w 06-5866	Allstate Ins. Co. v. Curtis Moore	Misty Lee	7/13/2011	11/10/2011	$6,000.00
233	581	2003-08461	Frank Batiste, et al. v. City of New Orleans, et al.	Frank Batiste,Lavinzale Batiste, Atty W. Gregory Merritt	7/27/2011	6/1/2011	$175,000.00
234	584	11-0235 / U.S.E.P.A. ID: LAD98105776	Marine Shale Processors Site Potentially Responsible Parties Group (MSP Site PRP Group) de minimis Cash-Out Settlement	Kean Miller Trust Account	8/16/2011	1/26/2010	$4,000.00
235	585	U.S.D.C. 08-05065	Patrick Levy, et al v. Phillips and Jordan, Inc., et al	Eagle Veteran Construction Services, LLC / Zuric American Ins.	8/19/2011	12/17/2011	$14,000.00
236	587	2010-11638	Colby Patterson v. City of New Orleans, et al.	Colby Patterson	8/25/2011	12/23/2011	$19,393.00
237	588	2007-08497	Carlos Escobar v. New Orleans Police Department, et al.	Carlos Escobar, Sr.	8/29/2011	12/27/2011	$8,000.00
238	589	2009-12298	Louisiana Capital Assistance Center v. Warren Riley	Louisiana Capital Assistance Center	9/7/2011	9/7/2011	$11,000.00
239	595	09-10068	Homegrown Gardens and Lawns, LLC v. City of New Orleans	Homegrown Gardens and Lawns, LLC	10/7/2011	9/23/2009	$25,000.00
240	606	2004-15572	Jane Sumner v. Kimberly Mathes, et al.	Jane Sumner	12/13/2011	12/13/2012	$900,000.00
241	607	05-910 C/W 09-63 & 09-132	Terri J. Hines v. Alvarez M. Peters, Sr.	James Logan, Atty For Barbara Yochum, Jack Wittenbrink	12/20/2011	1/31/2012	$47,500.00
242	608	05-910 C/W 09-63 & 09-132	Terri J. Hines v. Alvarez M. Peters, Sr.	Brian Begue Atty For Holly Sarre	12/20/2011	1/31/2012	$80,000.00
243	609	2010-06631	Lenard Reese v. Brittany Gorman, et al.	Lenard Reese	2/7/2012	6/7/2012	$500.00
244	615	10-5155 C/W 10-8013	Anthony Lumkins v. Emerson Picou, III, et al.	Anthony Lumkins	4/24/2012	8/22/2012	$3,000.00
245	616	USDC 11-758	Matthew Watson v. City of New Orleans	Matthew Watson	5/4/2012	5/4/2012	$6,500.00
246	617	10-5155 C/W 10-8013	Anthony Lumkins v. Emerson Picou, III	Emerson Picou, III	5/15/2012	9/12/2012	$4,000.00
247	621	2002-00580	Kimmichael Augustine, et al. v. New Orleans Theatre of Performing Arts, et al.	Kimmichael Augustine	7/23/2012	11/20/2012	$3,500.00
248	623	2003-17210	Abigail Ferguson v. City of New Orleans, et al.	Abigail Ferguson	8/24/2012	12/22/2012	$9,000.00
249	628	03-11814	Dorothy Peterson, et al. v. City of New Orleans, et al.	Tammy Matthews	8/24/2012	11/22/2012	$10,000.00
250	631	2012-08590	State Farm Mutual Automobile Insurance Company v. Joseph Edwards, et al.	State Farm Mutual Automobile Insurance Company	10/3/2012	1/31/2012	$3,610.12
251	634	2009-00727	Rene Herring v. Sewerage & Water Board of New Orleans	Rene Herring	10/15/2012	2/12/2013	$9,000.00
252	636	2005-13061	Taffany Dixon, et al. v. City of New Orleans, et al.	Taffany Dixon	10/18/2012	2/15/2013	$8,500.00
253	637	2005-13061	Taffany Dixon, et al. v. City of New Orleans, et al.	Creal James, Sr. o/b/o Creshell James	10/18/2012	2/15/2013	$600.00
254	638	2005-13061	Taffany Dixon, et al. v. City of New Orleans, et al.	Tracey James	10/18/2012	2/15/2013	$14,000.00
255	639	2005-13061	Taffany Dixon, et al. v. City of New Orleans, et al.	Creal James, Sr. o/b/o Cre'Shaun James	10/18/2012	2/15/2013	$600.00
256	640	2001-03416	Stella Lee v. Harrah's New Orleans Investment Company, et al.	Stella Lee	10/22/2012	12/21/2012	$2,000.00
257	641	1999-15270	Daniel Czajkowski v. City of New Orleans	State Farm Mutaul Automobile Insurance Company	10/22/2012	1/20/2013	$6,000.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
258	643	24th JDC 674-365	Reyna Geuvara, et al. v. Ramiro Farciert, Jr., et al.	Reyna Geuvara	10/30/2012	2/27/2013	$4,500.00
259	644	2012-09981	State Farm Mut. Auto. Ins. Co., et al v. Allen Bellow, et al.	State Farm Mut. Auto. Ins. Co. as Subrogee of Donald Barrilleaux	11/20/2012	3/20/2013	$1,234.50
260	655	2006-00655	Tiba Hankton v. City of New Orleans	Recco Schneckenburg	2/5/2013	6/5/2013	$700.00
261	835	1986-14197	Bertha Mae Adams v. Boh Brothers Construction Co., Inc.	Robert W. Drouant (Attorney's Fees)	2/26/2013	2/26/2013	$350.00
262	658	2009-2507	Alfred Menesses v. Jerry Stapler, Jr., et al.	Alfred Menesses	3/13/2013	7/11/2013	$30,000.00
263	661	1988-23810	Harold W. Whorton v. United States Fidelity and Guaranty Insurance Co., et al.	Harold W. Whorton	4/23/2013	8/21/2013	$40,000.00
264	663	24th JDC 668-760	Brittanie Leblanc, et al. v. Geroge T. Bourgeois, et al.	State Farm Ins. Co. Insurer For George T. Bourgeois	4/23/2013	8/20/2013	$35,000.00
265	666	06-11839 C/W 07-1318	Allstate Ins. Co., et al. v. Marc Hedgemon, et al.	Allstate Insurance Co.	5/6/2013	9/3/2013	$5,757.45
266	668	00-11710	Trinette Clay-Peters, et al. v. George Lee, III, et al.	Trinette Clay-Peters	6/5/2013	8/4/2013	$200,000.00
267	674	2008-12491	Julie C. Ricca v. Christopher Najberg, et al.	Julie Ricca	8/1/2013	12/5/2008	$8,744.80
268	675	2008-12491	Julie C. Ricca v. Christopher Najberg, et al.	State Farm Insruance Company, as Subrogee of Julie Ricca	8/1/2013	12/5/2008	$3,755.20
269	676	2003-00670	Talisha May v. Mark Green, et al.	Talisha May	8/19/2013	8/19/2013	$40,000.00
270	678	2011-5742 cw 2011-5860	Sherrel White v. Joseph Scanio, et al.	Sherrel A. White	9/5/2013	1/3/2014	$70,000.00
271	679	2009-13483	Daniel Graham v. City of New Orleans, et al.	Daniel Graham	9/24/2013	1/22/2014	$3,067.00
272	680	2005-05527	Sarah Ballay v. Raymond Gaines, et al.	Sarah Ballay	10/24/2013	2/21/2014	$2,500.00
273	681	2006-5719	Merlin Parfait, et al. v. Ronald Pursell, et al.	Merlin and Christy Parfait	10/24/2013	2/21/2014	$500.00
274	683	2007-13336	Herman Adam, Jr. v. Aaron Cronk, et al.	Herman Adam, Jr.	11/8/2013	3/8/2013	$30,000.00
275	685	2008-10029	Allstate Insurance Company, as partial subrogee to the rights of/and Brad Harrsion v. City of New Orleans, et al.	Allstate Ins. Co. as partial subrogee to the rights of/and Brad Harrison	12/2/2013	4/1/2014	$5,750.00
276	686	2012-8851	Allstate Ins. Co. v. City of New Orleans	Allstate Ins. Co. as Subrogee of Michelle May	12/3/2013	4/2/2014	$3,500.00
277	687	1995-6648	Robert Graves v. City of New Orleans, et al.	Robert Graves	12/16/2013	4/15/2014	$1,000.00
278	688	2005-11901	Angela Peters v. Mahalia Jackson Theatre of Performing Arts, et al.	Angela Peters	12/18/2013	4/17/2014	$14,000.00
279	690	2012-445	State Farm Mut. Auto. Ins. Co. as subrogee of/and Rachel Lyons v. City of New Orleans, et al.	State Farm Mut. Auto. Ins. Co. as subrogee of Rachel Lyons	1/14/2014	4/14/2014	$2,750.00
280	691	2003-6413	Ronald Tilley v. Christopher Martin, et al.	Ronald Tilley	1/23/2014	5/23/2014	$12,500.00
281	692	2005-04029	Jaime Gomez, et al. v. City of New Orleans, et al.	Bianca Gomez	1/27/2014	5/27/2014	$3,200.00
282	693	2005-04029	Jaime Gomez, et al. v. City of New Orleans, et al.	Mercedes Gomez	1/27/2014	5/27/2014	$3,300.00
283	694	2005-04029	Jaime Gomez, et al. v. City of New Orleans, et al.	Alma Gomez	1/27/2014	5/27/2014	$9,700.00
284	698	2012-9158	Brittany Monteleone v. Tristan Carter, et al.	Brittany Monteleone	3/17/2014	7/15/2014	$7,820.00
285	700	2006-5614	Wanda Solano, et al. v. City of New Orleans, et al.	Entergy New Orleans	4/2/2014	7/31/2014	$1,876.20
286	884	2008-12371	Reola Jackson v. Ernest Pollock, et al.	Reola Jackson	4/8/2014	8/6/2014	$12,500.00
287	703	2010-9644	Russ Lewis v. Max Gregory Schuler, et al.	Russ Lewis	4/10/2014	8/8/2014	$7,000.00
288	879	2010-10332	Romeka Henderson v. William E. Pendleton, et al.	Romeka Henderson	4/24/2014	8/22/2014	$3,500.00
289	708	2003-7528	Catherine Guerra v. City of New Orleans, et al.	Catherine Guerra	7/29/2014	11/26/2014	$2,000.00
290	709	2009-03713	Karen Maher, et al. v. City of New Orleans	Karen Maher	8/4/2014	12/21/2011	$2,000.00
291	710	2009-03713	Karen Maher, et al. v. City of New Orleans	Marie Mckay	8/4/2014	12/4/2011	$50,000.00
292	711	2009-03713	Karen Maher, et al. v. City of New Orleans	Monique Nolan	8/4/2014	12/21/2011	$20,000.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
293	817	2011-12029	Gabriela Thompson, et al. v. Jason Samuel, et al.	Gabriela and Jason Thompson ind. and o/b/o Sebastian Thompson, Lucian Thompson, Jason Thompson, Jr., and Giabella Thompson	8/27/2014	8/27/2014	$3,333.00
294	713	2012-11914	State Farm Mut. Auto. Ins. Co. as Subrogee of Damian Emetuche v. City of New Orleans	State Farm Mut. Auto. Ins. Co. as Subrogee of Damian Emetuche	9/3/2014	1/1/2015	$1,500.00
295	714	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Janice Puckett v. City of New Orleans, et al.	Janice Puckett	9/8/2014	3/16/2009	$32,500.00
296	715	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Edwin Jones, et al. v. City of New Orleans, et al.	Edwin and Delores Jones	9/8/2014	10/14/2009	$27,500.00
297	717	2009-01083	Patrice T. Johnson, et al. v. Blaine Kern Artists, Inc., et al.	Patrice Taylor Johnson and Edward K. Johnson and Atty. Kevin Katner (lien)	10/15/2014	2/12/2015	$35,000.00
298	839	2009-10483	Chaney v. City of New Orleans	Michael Chaney	10/16/2014	10/2/2009	$20,000.00
299	718	2014-02782	Cammie Maturin v. Ronald Serpas	Cammie Maturin	10/20/2014	10/20/2014	$1,684.49
300	719	2004-09007	Clarence Youngblood v. New Orleans Fire Dept., through City of New Orleans, et al.	Clarence Youngblood	10/21/2014	2/18/2015	$6,000.00
301	720	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Sylvester Myles v. City of New Orleans, et al.	Sylvester Myles	10/23/2014	4/13/2009	$12,500.00
302	721	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Julia Overstreet Sathler, et al. v. City of New Orleans, et al.	Julia and Carlos Sathler	12/10/2014	7/10/2008	$85,000.00
303	722	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Kelly Voight, et al. v. City of New Orleans, et al.	Kelly Voight and Gregory Voight	12/10/2014	7/10/2008	$30,000.00
304	723	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Trina Williams v. City of New Orleans, et al.	Trina Williams	12/10/2014	10/22/2008	$20,000.00
305	724	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Frank Webb, Jr. v. City of New Orleans, et al.	Frank Webb, Jr.	12/10/2014	1/5/2009	$30,000.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
306	725	2008-07161 cw 2008-07162 cw 2008-07291 cw 2008-11108 cw 2009-00006 cw 2009-01560 cw 2009-02214 cw 2009-02727 cw 2009-03755 cw 2009-10922	Doris Bell v. City of New Orleans, et al.	Doris Bell	12/10/2014	2/11/2009	$18,000.00
307	726	2007-14003	Bobby Morales v. New Orleans Police Department, et al.	Bobby Morales	12/12/2014	4/11/2015	$32,000.00
308	728	2006-13668	West End Tennis & Fitness Club, et al. v. Board of Commissioners for the Levee District, et al.	Trust Acct. McCranie, Sistrunk, Anzelmo, Hardy, McDaniel & Welch, LLC	12/30/2014	12/30/2014	$20,000.00
309	730	2013-05233	Joseph Albe v. Richard's Disposal, Inc., et al.	Joseph Albe	1/29/2015	12/3/2014	$3,500.00
310	731	1997-04002	Derek Smith, et al. v. Charles Winslow, et al.	Derek Smith	2/5/2015	6/5/2015	$2,000.00
311	732	1997-04002	Derek Smith, et al. v. Charles Winslow, et al.	Philomena Johnson	2/5/2015	6/5/2015	$2,000.00
312	733	24th JDC 729-877	Deborah Van Norman, et al. v. Mario Fernandez, et al.	Deborah Van Norman	2/6/2015	8/22/2012	$8,130.00
313	734	2014-02152	Xiomara Alvarez v. Marlon Mejia, et al.	Xiomara Alvarez	2/26/2015	6/26/2015	$4,000.00
314	735	2009-12738	Nael Musa v. Anthony Mitchell, et al.	Nael Musa	3/13/2015	1/11/2015	$6,953.00
315	737	2012-09613	Patricia Harris v. William Mullaly, et al.	Patricia Harris	5/4/2015	9/1/2015	$12,500.00
316	738	21st JDC 2011-3511	Damaion Taylor, et al. v. US Agencies Cas. Ins. Co., Inc., et al.	Clairsha Marshall Through Trina Tyler,Jamar Tyler, Damaion Tyler, And Trina Tyler O/B/O Lakedra Tyler, Takedra Tyler, Authur Tyler Iii,	5/13/2015	9/10/2015	$15,000.00
317	739	2001-20422	Frederick Singleton, et al., as the Sole Heirs of the Deceased Frederick Singleton v. City of New Orleans, et al.	Chanelle Singleton and Fred Singleton	5/20/2015	6/19/2015	$6,845.20
318	740	2012-08802	Thu Can v. City of New Orleans, et al.	Thu Can	6/5/2015	10/3/2015	$13,500.00
319	744	13-04509	Encompass Insurance as Partial Subrogee of/and Henry Lapeyre v. City of New Orleans, et al.	Encompass Insurance as Partial Subrogee of Henry Lapeyre	9/14/2015	1/12/2016	$2,000.00
320	745	2009-13291 c/w 2009-13436	Peter Mueller, et al. v. Allstate Ins. Co., et al.	Peter Mueller and Patricia Mueller	9/16/2015	1/14/2016	$75,000.00
321	747	11-10128	Jacqueline Dillon, et al. v. James Cannon, et al.	Charles Stokes	9/21/2015	1/19/2016	$10,500.00
322	749	2014-10950	James Willeford, as Administrator of the Succession of Anthony C. Batiste, et al. v. City of New Orleans	James Willeford	10/14/2015	10/14/2015	$913.00
323	751	2009-12868	Kesia McKenzie, et al. v. Odie Moore, et al.	Kesia McKenzie and Cyran McKenzie	10/20/2015	2/17/2016	$40,000.00
324	885	2014-04183	Trina Tinsley v. City of New Orleans, et al.	Trina Tinsley	11/10/2015	3/9/2016	$20,000.00
325	752	2011-13149	Le Parc Apartments of New Orleans v. City of New Orleans, et al.	Antoine Saacks, Dvm And The Humane Society Of No	1/7/2016	5/6/2016	$9,800.00
326	753	2012-3819	Le Parc Apartments of New Orleans v. City of New Orleans, et al.	State Farm Mutual Automobile Ins Co. (Naomi Cosey)	2/18/2016	6/17/2016	$4,041.60
327	754	2000-03523	Brent Trosclair v. Damond S. Harris, et al.	Brent Trosclair	2/22/2016	6/21/2016	$4,500.00
328	757	2014-06769	Larry Brown, et al. v. Carol Leggett, et al.	Larry Brown	4/11/2016	8/9/2016	$5,000.00
329	758	2016-00786	Allstate Property & Casualty Ins. Co as Subrogee of Dianna Causey v. Ivan Vavilov, et al.	Allstate Property & Casualty Ins. Co as Subrogee of Dianna Causey	5/3/2016	9/2/2016	$200.00
330	760	2015-07465	Tirrell Roche v. Gabriel D. Favaroth, et al.	Tirrell Roche	8/8/2016	12/8/2016	$7,387.00
331	762	2012-04214	Natalie Lewis v. City of New Orleans	Natalie Lewis	8/17/2016	11/16/2016	$10,000.00
332	764	24th JDC 718-788	State Farm Mutual Automobile Ins. Co. as Subrogee of/and Grace Spencer v. Charles M. Schultz, et al.	State Farm Mutual Automobile Ins. Co. as Subrogee of Grace Spencer	9/7/2016	1/5/2017	$8,000.00
333	767	2015-05891	Michelle Byrd v. City of New Orleans	Michelle Byrd	10/7/2016	2/3/2017	$27,500.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
334	768	2015-01164	Donald Bacot, et al. v. Zachary Smith, et al.	Donald Bacot	10/13/2016	2/10/2017	$12,000.00
335	769	2015-01164	Donald Bacot, et al. v. Zachary Smith, et al.	Maylois Bacot	10/13/2016	2/10/2017	$16,000.00
336	771	2011-13149	Le Parc Apartments of New Orleans v. City of New Orleans, et al.	Ana Zorilla And The Louisiana Society For The Prevention Of Cruelty To Animals	11/10/2016	3/10/2017	$48,000.00
337	773	2014-06584	Nationwide Prop. & Casualty Ins. Co., et al. v. City of New Orleans, et al.	Terry and Carol Legget	11/10/2016	3/10/2017	$4,817.86
338	774	2014-08730	Frischhertz Electric Company, Inc. v. F.H. Paschen, et al.	F.H. Paschen, S.N. Nielsen & Associates, LLC	11/12/2016	2/10/2017	$145,000.00
339	775	2015-00021	F.H. Paschen, S.N. Nielsen & Associates, LLC v. City of New Orleans	F.H. Paschen, S.N. Nielsen & Associates, LLC	11/15/2016	2/13/2017	$265,000.00
340	777	2012-08831	Klausner, Kaufman, Jensen & Levinson, APLC v. Dr. Edgar Chase, in his Official Capacity as Chairman of Bd. of Trustees of City of New Orleans Municipa	Klausner, Kaufman, Jensen & Levinson, APLC	12/20/2016	9/17/2012	$27,335.31
341	790	2012-08831	Klausner, Kaufman, Jensen & Levinson, APLC v. Dr. Edgar Chase, in his Official Capacity as Chairman of Bd. of Trustees of City of New Orleans Municipa	Klausner, Kaufman, Jensen & Levinson, APLC (Attorney's Fees)	12/20/2016	9/17/2012	$2,500.00
342	778	2014-10721	Harold J. Bosworth, Jr. v. City of New Orleans	Harold J. Bosworth, Jr.	1/20/2017	1/20/2017	$618.00
343	779	2016-03806	Edward & Gail Tyson v. Detective Mason Spong, et al.	Edward Tyson	1/27/2017	1/27/2017	$14,500.00
344	791	2016-03806	Edward & Gail Tyson v. Detective Mason Spong, et al.	Gail Tyson	1/27/2017	1/27/2017	$14,000.00
345	792	2005-04923	Iona Williams v. City of New Orleans	A. Patrich Dehon (Attorney's Fees)	2/6/2017	3/7/2017	$450.00
346	782	2014-03250	Lori Beth Jackson v. HGI Insurance, et al.	Lori Beth Jackson	3/29/2017	7/27/2017	$13,000.00
347	796	2003-15221	Louey Walker v. Frank Rizzuto, et al.	Louey Walker	4/7/2017	8/5/2017	$18,000.00
348	797	2007-14096	Russell Schane v. SMG, et al.	Russell Schane	4/18/2017	8/16/2017	$25,000.00
349	798	1993-14333 c/w 1994-5446, 1994-12996, 1995-13271	John Johnson, et al. v. Orleans Parish School Board, et al.	First Flight Class Members (and their attorneys)	4/26/2017	8/31/1993	$728,247.00
350	786	2014-11462	Dorthea Maslo, et al. v. Hilton Riverside, LLC, et al.	Dorthea Maslo and John Maslo	5/26/2017	9/22/2017	$5,000.00
351	787	2014-06530	Oscar Poydras v. Grace Mena, et al.	Oscar Poydras	5/30/2017	7/6/2014	$6,000.00
352	789	2010-04702	Jacqueline Bolden, et al. v. Roderic A. Carey, et al.	Jacqueline Bolden and Jasmine Hampton	8/17/2017	12/15/2017	$12,253.70
353	800	2011-09519 c/w 2011-13058, 2012-00044	Daria Youngblood v. City of New Orleans, et al.	Daria Youngblood	9/18/2017	9/18/2017	$425,000.00
354	801	2004-11908	Janelle Henderson v. Lawrence Gates, Jr., et al.	Janelle Henderson	10/31/2017	2/28/2018	$10,400.00
355	802	2014-01778	Jose Rodriguez-Castillo v. Peter Cazalot, et al.	Jose L. Rodriguez-Castillo	12/21/2017	4/20/2018	$8,600.00
356	803	2016-05554	Charmaine Johnson, et al. v. City of New Orleans, et al.	Chiquitha Johnson	1/10/2018	5/10/2018	$3,000.00
357	804	2016-05554	Charmaine Johnson, et al. v. City of New Orleans, et al.	Charmaine Johnson	1/10/2018	5/10/2018	$3,000.00
358	825	2012-05431	Octavia Muse v. City of New Orleans, et al.	Octavia Muse	1/31/2018	5/1/2018	$30,000.00
359	899	2010-2196 c/w 2010-9732 c/w 2011-8553	Joseph R. McMahon III, et al v. City of New Orleans	Class Plaintiffs Subclass 1	2/21/2018	2/21/2018	$25,612,690.32
360	805	2004-15679	Elizabeth Winslow v. Marcello Mejia, et al.	Elizabeth M. Winslow	3/16/2018	7/14/2018	$25,000.00
361	806	2008-13277	Raymond Canzoneri & Associates, Inc. v. City of New Orleans	Raymond Canzoneri & Associates, Inc. (Attroney's Fees)	3/20/2018	3/20/2018	$15,000.00
362	807	2001-13442	Thomas Williams, et al. v. Theoplious Rainer, Jr., et al.	Thomas Williams	3/28/2018	7/26/2018	$5,500.00
363	808	2000-07578	Susan Cosner v. City of New Orleans	Susan Cosner	4/2/2018	7/31/2018	$30,000.00
364	809	2012-01671	Anh Phung Cindy Tran, et al. v. City of New Orleans, et al.	State Farm Mut. Auto. Ins. Co.	4/6/2018	8/4/2018	$1,750.00
365	810	2015-03428	Monwell Frazier v. Pamela Jordan, et al.	Monwell Frazier	4/12/2018	8/10/2018	$10,500.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
366	811	2008-12537	Brent Thomas v. City of New Orleans, et al.	Brent Thomas	5/21/2018	11/9/2017	$19,000.00
367	812	2016-00958	State Farm Mutual Automobile Insurance Company, et al. v. City of New Orleans, et al.	State Farm Mut. Automobile Insurance Company	5/23/2018	9/20/2018	$2,000.00
368	813	2016-00958	State Farm Mutual Automobile Insurance Company, et al. v. City of New Orleans, et al.	Elvis Hyde	5/23/2018	9/20/2018	$500.00
369	814	2012-01671	Anh Phung Cindy Tran, et al. v. City of New Orleans, et al.	Anh Tran and Truc Tran	5/23/2018	9/20/2018	$5,000.00
370	123	2017-02888	Dwann Winfield, et al. v. Byron Miller, et al.	Dwann Winfield	5/24/2018	3/28/2017	$63,000.00
371	788	2017-02888	Dwann Winfield, et al. v. Byron Miller, et al.	Issih Buckles	5/24/2018	3/28/2017	$15,815.00
372	815	2014-07524	Esther Joseph v. Sewerage & Water Board of New Orleans, et al.	Esther Joseph	7/26/2018	11/23/2018	$1,000.00
373	816	2017-04186	Lori Darby v. City of New Orleans, et al.	Lori Darby	11/28/2018	11/28/2018	$75,000.00
374	820	2017-11295	Thea Calvin v. State Nat'l. Insurance Co.	Thea Calvin	1/3/2019	5/3/2019	$10,000.00
375	826	2013-00843	Fred Reimonenq v. Shannon J. Evans, et al.	Fred Reimonenq	1/8/2019	5/8/2019	$1,972.00
376	824	2011-00950	Terry Pineda Marullo v. City of New Orleans, et al.	Terry P. Marullo	1/14/2019	5/14/2019	$35,000.00
377	818	2007-06216	Jayna Washington, et al. v. City of New Orleans, et al.	Jayna Washington and Latresia March	1/18/2019	9/21/2018	$250,000.00
378	819	2017-01114	Beverly Branfman, et al. v. Waste Management of Louisiana, LLC, et al.	Beverly and Eric Branfman	1/24/2019	5/24/2019	$350,000.00
379	823	2008-12836	Stephen Caserta v. Warren Smith, et al.	Stephen J. Caserta	2/4/2019	6/4/2019	$50,000.00
380	828	2015-07212	Nestor James v. Police Officer Anita McKay, et al.	Nestor James	3/20/2019	7/18/2019	$10,000.00
381	829	24th JDC 735-850	Brittany Jarreau v. City of New Orleans, et al.	Brittany Jarreau	3/25/2019	3/25/2019	$35,000.00
382	830	2015-00152	Jean Hill v. Burris Investment Group, Inc., et al.	Jean Hill	4/4/2019	8/2/2019	$45,000.00
383	831	2017-10694	Tomas Caballero Cabrera v. Jeffrey Carradine, et al.	Tomas Caballero Cabrera	6/12/2019	10/10/2019	$6,000.00
384	832	2015-01482	Schanette Hebert, et al. v. New Orleans Emergency Medical Services, et al.	Schanette Hebert, individually and obo Guillarne Bazzle Leary	8/26/2019	12/24/2019	$10,000.00
385	833	2017-02850	Joseph Troia v. City of New Orleans	Joseph Troia	8/30/2019	12/28/2019	$30,000.00
386	836	2013-09290	Lisa Alfonso, et al. v. Troy Williams, et al.	Lisa Alfonso	10/28/2019	2/25/2020	$27,500.00
387	837	2013-09290	Lisa Alfonso, et al. v. Troy Williams, et al.	Nicholas Alfonso	10/28/2019	2/25/2020	$1,000.00
388	840	2017-02208	Cynthia Scott v. Raymond Smith, et al.	Cynthia Scott	10/28/2019	2/25/2020	$9,500.00
389	853	2019-06184	Jack B. Harper Electrical, LLC v. City of New Orleans, et al.	Clerk of Civil District Court	11/15/2019	11/15/2019	$1,000.00
390	854	2019-06184	Jack B. Harper Electrical, LLC v. City of New Orleans, et al.	Jack B. Harper Electrical, LLC	11/15/2019	11/15/2019	$12,449.13
391	850	2016-03463	Charles Brockmeier v. Georgia Pacific, LLC, et al.	Robin Hennessey and Rachel Ransom	11/20/2019	3/19/2020	$60,000.00
392	841	22nd JDC 2010-10683	Glenn LeBlanc, et al. v. City of New Orleans, et al.	Glenn LeBlanc	1/3/2020	3/3/2020	$20,000.00
393	842	22nd JDC 2010-10683	Glenn LeBlanc, et al. v. City of New Orleans, et al.	Jennifer LeBlanc	1/3/2020	3/3/2020	$17,000.00
394	849	2002-00992	William Maag, Sr. v. City of New Orleans, et al.	William D. Maag, Sr.	4/22/2020	8/20/2020	$140,000.00
395	851	2014-02882	Gam Truong v. Edward A. Lambert, Jr., et al.	Gam Truong	5/18/2020	9/15/2020	$5,875.00
396	845	2016-10965	Latoya Lomax, et al. v. Robert Ponson, et al.	Latoya Lomax	5/19/2020	9/16/2020	$70,000.00
397	846	2016-10965	Latoya Lomax, et al. v. Robert Ponson, et al.	Latoya Lomax & Harrison Lomax obo Beaux Lomax (Minor Child)	5/19/2020	9/16/2020	$250.00
398	847	2016-10965	Latoya Lomax, et al. v. Robert Ponson, et al.	Latoya Lomax & Harrison Lomax obo Daja Lomax (Minor Child)	5/19/2020	9/16/2020	$250.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
399	848	2016-10965	Latoya Lomax, et al. v. Robert Ponson, et al.	Latoya Lomax & Harrison Lomax obo Leah Lomax (Minor Child)	5/19/2020	9/16/2020	$250.00
400	843	2016-01415	Charlita Parker, et al. v. John Doe, et al.	Charlita Parker	5/21/2020	9/18/2020	$2,500.00
401	844	2016-01415	Charlita Parker, et al. v. John Doe, et al.	Deshrieka Wagner	5/21/2020	9/18/2020	$2,500.00
402	852	04-10892 C/W 00-12888	John Orgon v. City of New Orleans, et al.	Gerald C. de Launay (Attorney's Fees)	6/2/2020	6/2/2020	$250.00
403	860	2019-01916	Laura Bixby v. Collin Arnold	ACLU Foundation of Louisiana & Southern Poverty Law Center	8/26/2020	4/28/2021	$30,677.00
404	855	2019-00217	Catrice Cowart, et al. v. New Orleans Police Department, et al.	Catrice Cowart	10/9/2020	1/8/2019	$2,255.00
405	856	2019-00217	Catrice Cowart, et al. v. New Orleans Police Department, et al.	Ronald Cowart	10/9/2020	1/8/2019	$14,550.00
406	857	2019-00217	Catrice Cowart, et al. v. New Orleans Police Department, et al.	Borne Law Firm	10/9/2020	1/8/2019	$828.80
407	858	2020-03560	Dominique Howard v. City of New Orleans, et al.	Dominique Howard	1/25/2021	5/25/2021	$4,000.00
408	859	2019-03845	Creath Townsend v. City of New Orleans	Creath Townsend	3/3/2021	7/1/2021	$25,000.01
409	869	2019-02763	Asia Abdullah v. David Fleming, et al.	Asia Abdullah	3/25/2021	7/23/2021	$10,000.00
410	861	2018-09782	Robert Merrell v. Corey Blue, et al.	Robert Merrell	4/21/2021	8/19/2021	$28,710.00
411	862	2018-09981	Larry Spencer, et al. v. City of New Orleans, et al.	Larry Spencer	4/21/2021	8/19/2021	$15,697.00
412	863	2018-09981	Larry Spencer, et al. v. City of New Orleans, et al.	Marquita Brown o/b/o her minor child Sydney Mackel	4/21/2021	8/19/2021	$4,000.00
413	865	2004-11931	Brenda Johnson, on behalf of her minor child Sildaja Johnson v. Officer Van Ballard, et al.	Sildaja Johnson	4/23/2021	4/23/2022	$30,000.00
414	864	2019-07176	Glenn Taylor, et al. v. Devin Ashmore, et al.	Glenn Taylor and Gleniesha Elliot, individually and o/b/o her minor daughter Eva Elliot	5/4/2021	5/4/2021	$18,000.00
415	866	2017-08343	Caufman Talley, et al. v. GEICO Casualty Company, et al.	Caufman Talley	5/18/2021	9/15/2021	$6,500.00
416	867	2017-08343	Caufman Talley, et al. v. GEICO Casualty Company, et al.	Karli McGilone	5/18/2021	9/15/2021	$8,000.00
417	870	2018-06557	Wendell Frazier v. Torrey Hackett, et al.	Wendell Frazier	5/18/2021	8/16/2021	$20,000.00
418	868	2015-09450	Kemper Construction Company, Inc. v. Mitchell J. Landrieu, Mayor of the City of New Orleans	Kemper Construction Company, Inc.	5/26/2021	9/23/2021	$60,000.00
419	871	2017-11521	Harrison Champagne, et al. v. Trahan John, et al.	Harrison Champagne and Jane Champagne	5/28/2021	9/25/2021	$12,500.00
420	876	2016-08104	Darlynn C. Alexius, et al. v. Colette M. Booth, et al.	Darlynn C. Alexius and Marlon Smith	7/8/2021	8/12/2016	$25,000.00
421	872	2019-02083	Joseph Ross, et al. v. Hubert McCarthy, et al.	Joseph Ross	10/22/2021	12/21/2021	$22,000.00
422	873	2019-02083	Joseph Ross, et al. v. Hubert McCarthy, et al.	Ashley Brooks	10/22/2021	2/19/2022	$24,000.00
423	874	2019-02083	Joseph Ross, et al. v. Hubert McCarthy, et al.	Joseph Ross and Ashley Brooks, individually and on behalf of Jayden Brooks	10/22/2021	2/19/2022	$500.00
424	875	2013-01064	Sylvia Warner v. Charles Adams, et al.	Sylvia Warner	11/5/2021	2/1/2013	$50,000.00
425	877	1999-09931	Latate Smith, et al. v. Johnny Treadaway, et al.	Latate Smith	1/27/2022	1/27/2022	$50,000.00
426	878	1999-09931	Latate Smith, et al. v. Johnny Treadaway, et al.	Gary Swanson, Jr.	1/27/2022	1/27/2022	$1,750,000.00
427	880	2018-10958	Enrique Garcia, et al. v. Blake Grioir, et al.	Enrique Garcia	3/21/2022	7/19/2022	$25,000.00
428	881	2018-10958	Enrique Garcia, et al. v. Blake Grioir, et al.	Miguel Ramos	3/21/2022	7/19/2022	$20,000.00
429	882	2018-10958	Enrique Garcia, et al. v. Blake Grioir, et al.	Michael Ramos	3/21/2022	7/19/2022	$5,000.00
430	883	2017-01961	Cornelius Singleton, Jr. v. Karl Seyler, et al.	Cornelius Singleton, Jr.	4/26/2022	8/24/2022	$36,000.00

Current Queue Position	Case ID	Case Number	Case Name	Payeee	Judgement Date	Interest Start Date	Principal
431	890	CS-8444 c/w 8467 &8486	Edmonds v. DPW	Bret J. Prendergast	5/5/2022	5/5/2022	$4,309.50
432	902	1993-14333 c/w 2011-05733	John Johnson, et al v. Orleans Parish School Board, et al.	John Johnson Class (and Their Attorneys)	6/10/2022	4/10/2021	$37,661,727.86
433	889	2019-2436	Roberts v. CNO and Robert Kreeger	Brandon Roberts	6/14/2022	10/12/2022	$80,000.00
434	888	2020-4428	Villars v. CNO	Frederick Michael Villars	6/29/2022	10/27/2022	$50,000.00
435	887	2018-6087	Wallick v. Hard Rock, et al	Elaine Wallick	7/22/2022	7/22/2022	$100,000.00
436	891	CS-8444 c/w 8467 &8486	Edmonds v. DPW	Bret J. Prendergast	11/4/2022	5/5/2022	$429.00
437	886	2018-4322	Bricelyn Moore v. Calvin Banks. et al	Bricelyn Moore	11/23/2022	3/23/2023	$29,999.50
438	892	23-02597	Geico v. Pacillas and CNO	Geico	7/20/2023	11/17/2023	$2,277.00
439	897	18-05459	Guidry v.CNO	Joseph Guidry	1/26/2024	5/25/2024	$18,500.00
440	893	21-02422	Gremillion V. CNO	Ashley Gremillion	2/26/2024	6/25/2024	$16,922.25
441	894	1996-14613	Proffit v. CNO	Jude Proffit	3/28/2024	7/26/2024	$8,750.00
442	898	22-cv-04731	Terranova v.Dauenhaurer, et al	Katherine Terranova	5/2/2024	5/2/2024	$250,000.00
443	895	23-cv-02768	Cristea v. Arborpro, et al	Victor Cristea and Jennifer Cristea	5/30/2024	5/30/2024	$1,336,000.00
444	896	23-cv-02768	Cristea v. Arborpro, et al	GC Cristea Reversionary Trust	5/30/2024	12/30/2026	$3,500,000.00

Attachment 3

PFM Financial Advisors LLC

City of New Orleans Hypothetical $90 Million Financing Scenario 2

Taxable Revenue Bonds: $40M issued in 2025, $50M issued in 2027

Scenario 2 – Taxable Bonds: $40M issued in 2025; $50M issued in 2027

- Interest only until the existing debt service is paid off in 2030.

	Existing DS	Capacity Generated from Retiring Debt	Plus: Judgement Appropriations	Total Revenues / Capacity	Debt Service - $40M	Debt Service - $50M	Budget Impact (Positive/Negative)
12/31/2025	18,119,117						
12/31/2026	18,151,234	-	2,000,000	2,000,000	1,731,356		268,644
12/31/2027	17,019,332	1,131,902	2,000,000	3,131,902	2,179,330		952,573
12/31/2028	15,674,605	2,476,629	2,000,000	4,476,629	2,179,330	2,128,301	168,999
12/31/2029	15,672,975	2,478,259	2,000,000	4,478,259	2,179,330	2,697,846	(398,917)
12/31/2030	15,670,308	2,480,926	2,000,000	4,480,926	2,179,330	2,697,846	(396,250)
12/31/2031		18,151,234	2,000,000	20,151,234	4,024,330	4,637,846	11,489,059
12/31/2032		18,151,234	2,000,000	20,151,234	4,025,216	4,637,054	11,488,964
12/31/2033		18,151,234	2,000,000	20,151,234	4,024,821	4,635,223	11,491,191
12/31/2034		18,151,234	2,000,000	20,151,234	4,023,930	4,637,586	11,489,719
12/31/2035		18,151,234	2,000,000	20,151,234	4,026,365	4,637,647	11,487,223
12/31/2036		18,151,234	2,000,000	20,151,234	4,026,229	4,636,349	11,488,657
12/31/2037		18,151,234	2,000,000	20,151,234	4,028,062	4,637,371	11,485,801
12/31/2038		18,151,234	2,000,000	20,151,234	4,026,374	4,634,759	11,490,101
12/31/2039		18,151,234	2,000,000	20,151,234	4,025,434	4,638,026	11,487,774
12/31/2040		18,151,234	2,000,000	20,151,234	4,024,734	4,636,426	11,490,075
12/31/2041		18,151,234	2,000,000	20,151,234	4,028,204	4,639,156	11,483,875
12/31/2042		18,151,234	2,000,000	20,151,234	4,027,790	4,635,440	11,488,005
12/31/2043		18,151,234	2,000,000	20,151,234	4,026,954	4,639,402	11,484,879
12/31/2044		18,151,234	2,000,000	20,151,234	4,024,689	4,638,134	11,488,412
12/31/2045		18,151,234	2,000,000	20,151,234	4,025,646	4,634,906	11,490,682
12/31/2046		18,151,234	2,000,000	20,151,234		4,638,647	15,512,587
12/31/2047		18,151,234	2,000,000	20,151,234		4,638,474	15,512,760

Summary of Assumptions (preliminary, subject to change):

1) Tranche 1: Dated/delivery date of November 15, 2025; Tranche 2: Dated/delivery date of November 17, 2027.
2) Estimated market rates as of March 18, 2025 based on a limited tax pledge rated in the "A" category.
3) Cost of issuance at $10 per bond (per $1,000 of principal).

© PFM

***For informational purposes only**

Attachment 4

Draft “By Request” Ordinance to Amend City Code Section 70-415.272

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: _____

CALENDAR NO.:_____

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER _____ (BY REQUEST)

AN ORDINANCE to amend and reordain Section 70-415.272 of the Code of the City of New Orleans, Louisiana, relative to the funding and purpose of the Judgment Fund, to adjust the terminology therein and allow the fund to be used for the payment of principal, interest, and the costs of issuance of bonds issued for the purpose of paying in whole or in part judgments and workers' compensation claims against the City; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that Section 70-415.272 of the Code of the City of New Orleans, Louisiana, is hereby amended to read as follows:

"Sec. 70-415.272. Funding and purpose.

(a) When used in this division, the term "judgment" means any settlement agreement to which the city is a party, or any final judgment or order rendered against the city by a state court.

(b) The Judgment Fund shall be dedicated and used exclusively for the following:

(i) the payment of judgments, and

(ii) the payment of principal, interest, and/or the costs of issuance of bonds issued for the purpose of paying in whole or in part judgments and/or workers' compensation claims against the City.

(c) Notwithstanding any law to the contrary, the Judgment Fund shall receive an annual appropriation of not less than $2,000,000. The Judgment Fund shall be funded by revenues received from state court judgments in favor of the city and insurance settlements, excluding the replacement costs and reimbursements for damages incurred and revenues from judgments relative to payment of taxes and fees. The fund shall be supplemented by other available revenues, as needed, to satisfy the minimum funding threshold established herein.

(d) Expenditures from the fund for the payment of judgments shall be made at the direction of the city attorney, who shall ensure and document that expenditures are made only for the purposes

set forth herein and as required by law. Expenditures related to the payment of principal, interest, and/or the costs of issuance of bonds issued for the purpose of paying in whole or in part judgments and/or workers' compensation claims against the city shall be authorized by the director of the department of finance."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

_____

MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

REDLINED VERSION

Sec. 70-415.272. - Funding and purpose.

(a) When used in this division, the term "judgment" means any settlement agreement to which the city is a party, or any final judgment or order rendered against the city by a state court ~~or by a federal court where the judgment or order is based exclusively under state law~~.

(b) The Judgment Fund shall be dedicated and used exclusively for the following:

(i) the payment of judgments, and

(ii) the payment of principal, interest, and/or the costs of issuance of bonds issued for the purpose of paying in whole or in part judgments and/or workers' compensation claims against the City.

(c) ~~, n~~Notwithstanding any law to the contrary, the Judgment Fund shall receive an annual appropriation of not less than $2,000,000. The Judgment Fund shall be funded by revenues received from state court judgments in favor of the city and insurance settlements, excluding the replacement costs and reimbursements for damages incurred and revenues from judgments ~~those~~ relative to payment of taxes and fees~~, and the proceeds of insurance settlements, excluding replacement costs and reimbursements~~. The fund shall be supplemented by other available revenues, as needed, to satisfy the minimum funding threshold established herein.

(ed) ~~The Judgment Fund shall exist as a funding unit within the law department.~~ Expenditures from the fund for the payment of judgments shall be made at the direction of the city attorney, who shall ensure and document that expenditures are made only for the purposes set forth herein and as required by law. Expenditures related to the payment of principal, interest, and/or the costs of issuance of bonds issued for the purpose of paying in whole or in part judgments and/or workers' compensation claims against the city shall be authorized by the director of the department of finance.

Wednesday, August 13, 2025

Honorable City Council
1300 Perdido Street
New Orleans, LA 70112

Re: 327 Bourbon Street

Ladies and Gentlemen:

Attached, please find a report regarding an appeal of the Vieux Carré Commission's denial of the retention of an unpermitted installation of inappropriate synthetic siding in deviation of approved plans for a Blue rated building.

Should you have any questions or require any additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Bryan D. Block

Appeal of the June 18, 2025, Vieux Carré Commission's denial of the retention of an unpermitted installation of inappropriate synthetic siding in deviation of approved plans for a Blue rated building.

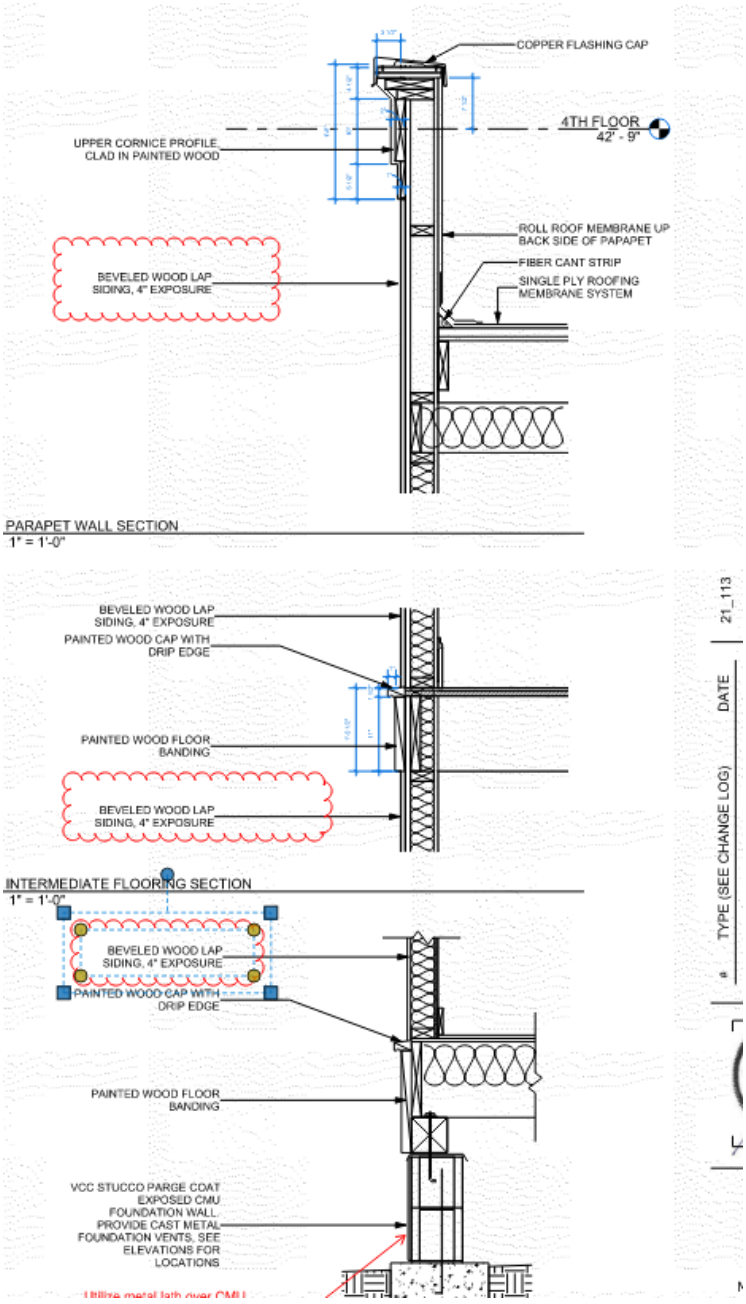
This Blue rated, c. 1835 Greek Revival townhouse is noted for its historical associations as the home of Judah P. Benjamin, as well as for its elegantly detailed features such as the carriageway entrance, main entrance, and "bow and arrow" wrought ironwork. The components of the original complex (house, kitchen, stable) remain intact. The mansard roof is a late 19th century addition.

As a quick summary, as part of the current complete renovation project, staff discovered that the materials used at the cornice and at the rear reconstructed addition deviated severely from the approved plans. The approved plans called for the pressed-metal cornice to be repaired or replaced to match existing including material, profile, dimensions, etc. Instead, based solely on the contractor's opinion and without any consultation with VCC staff, the original 19th century ornate pressed metal cornice was completely removed, and an entirely new fiberglass cornice was installed although that material is not approvable in the Vieux Carré. Due to the financial hardship of replacing such a large element the VCC Architectural Committee granted retention of this new cornice despite grave disagreement as to its appropriateness on such an important building.



Portion of damaged original cornice after removal. This was to be replicated in metal.

At the rear, a large three-story, anachronistic enclosure of what had been historically an open wood gallery which had been constructed decades ago without review or permits, allegedly collapsed during Hurricane Ida. No photographs were provided to VCC staff showing the damage and the debris was removed from the site without photo documentation or an opportunity for VCC inspection. VCC Architectural Committee allowed reconstruction of the addition provided it completely replicate the previous addition and be constructed out of wood siding.



Notes on approved drawings requiring "Beveled wood lap siding, 4" exposure"

Instead, synthetic siding was used on the addition. Once again, this contractor made the unilateral decision to use an anachronistic material without consulting VCC staff despite the fact that VCC design guidelines and the stamped approved drawings explicitly called for wood. He states that he made the decision due to the materials fire resistance and product longevity and because contemporary wood products lack the density of historic materials and do not have adequate longevity without proper maintenance. However, if the contractor was of this opinion, he should have once again reached out to the staff for a potential change order instead of just making the unilateral decision to disregard stamped plans and the expertise of the professional staff, a pattern of behavior also demonstrated with the cornice replacement described above.

Traditional wood siding has a tapered profile:



Synthetic siding is not tapered and is completely flat:



When this material is installed it does not accurately replicate historic conditions and has a very synthetic appearance that is not appropriate within the historic context especially on a Blue rated building.

The entire Vieux Carré is designated as a National Historic Landmark due to its integrity and authenticity as a unique, mostly intact district of urban design and invaluable inventory of historic resources. In fact, this is also why the Vieux Carré Commission was established by the Louisiana State Constitution. City Council approved the VCC design guidelines, which are based on national preservation best practices, so that the VCC staff and the public have a predictable and transparent road map as to what is appropriate and what is not when it comes to contemporary maintenance and modifications to French Quarter buildings. City Code established and codified the permitting process which provides for enforcement of items such as these that deviate from approvals and permits. This contractor has demonstrated a pattern of disregard for the authority of the VCC and the national standards upon which their decisions are based. Instead, he relied solely on his own opinion as to what would be best for this Blue rated building, the French Quarter and the City of New Orleans.

As the synthetic materials installed at the rear building were explicitly prohibited by the design guidelines and as wood siding was called out on approved drawings, VCC respectfully requests that you deny this appeal.

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

August 15, 2025

Honorable President and Members
New Orleans City Council
City Hall - Civic Center
1300 Perdido Street
New Orleans, La. 70112

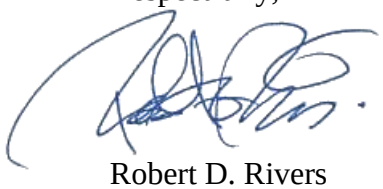
Re: Transmittal of City Planning Commission Reports

The City Planning Commission, at its meeting of August 12, 2025, acted on the following zoning dockets.

Item	Request	Address(es), if applicable	CPC Recommendation	Council District	Council Deadline
Zoning Docket 038/25 Gayle Boudousquie	Conditional use to permit a neighborhood commercial establishment in an HU-RD2 Historic Urban Two-Family Residential District	1817-1819 Sophie Wright Place	Approval with 2 provisos	B	60 days from receipt
Zoning Docket 039/25 Semreh Club, Inc.	Conditional use to permit a Mardi Gras den in an MU-1 Medium Intensity Mixed-Use District	2901-2917 Tchoupitoulas Street, 418-436 Sixth Street, 2918 Saint Thomas Street, and 435-439 Seventh Street	Approval with 6 provisos	B	60 days from receipt
Zoning Docket 040/25 City Council Motion No. M-25-249	Zoning change from an S-B2 Pedestrian-Oriented Corridor Business District to an S-MU Suburban Neighborhood Mixed-Use District	3601 Behrman Place	Approval	C	60 days from receipt

Zoning Docket 041/25 Ascension DePaul Services	Conditional use to permit a parking lot (principal use) in an HU-MU Historic Urban Neighborhood Mixed-Use District and the rescission of Ordinance No. 17,870 MCS (Zoning Docket 090/96	8020 Olive Street and 3322 Short Street	Approval with 6 provisos	B	60 days from receipt

Respectfully,



Robert D. Rivers

RDR/skk/rb

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,171

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO

AN ORDINANCE to establish a conditional use to permit a hotel in an HU-MU Historic Urban Neighborhood Mixed-Use District, on the entirety of Square 151, the front portions of Lots 22 and 23, in the Seventh Municipal District, bounded by South Carrollton Avenue, Oak Street, Dublin Street, and Plum Street (Municipal Address: 1200 South Carrollton Avenue); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 24/25 was initiated by The Whitney on Carrollton, LLC and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of a conditional use in its report to the City Council dated May 16, 2025, presented in **Zoning Docket Number 24/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, subject to six (6) provisos, as stated in Motion Number M-25-381 of the Council of the City of New Orleans on July 10, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a hotel in an HU-MU Historic Urban Neighborhood Mixed-Use District, on the entirety of Square 151, the front portions of Lots 22 and 23, in the Seventh Municipal District, bounded by South Carrollton Avenue, Oak Street, Dublin Street, and Plum Street (Municipal Address: 1200 South Carrollton Avenue); is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

PROVISOS:

1. The plans submitted to the City Planning Commission for final approval shall indicate the presence of the minimum required vehicle parking spaces, as set forth in **Article 22, Section 22.4.A (Table 22-1**) of the Comprehensive Zoning Ordinance, and as determined by the Department of Safety and Permits.

2. As required by **Article 22, Section 22.4** of the Comprehensive Zoning Ordinance, the developer shall provide the minimum required off-street vehicular parking spaces. In accordance with **Article 22, Section 22.8.B.2** of the Comprehensive Zoning Ordinance, the off-street parking spaces shall be located either on-site or on a separate lot that is within three-hundred (300) feet of the site and in a non-residential zoning district. For any off-site parking spaces, a recorded parking covenant or agreement shall be filed with the Department of Safety and Permits and the Office of Conveyances. Such encumbrance shall be valid for the total period that the use for which the parking is needed are in existence. If the off-site parking is no longer available, the use has one-hundred eighty (180) days from that date to accommodate all required off-street parking or to apply for a variance. If the use is unable to accommodate the parking or fails to apply for a variance, then the certificate of occupancy will be revoked. The certificate of occupancy may be reinstated when the required parking is provided, a variance is approved, or a new parking agreement is filed with the Department of Safety and Permits and the Office of Conveyances.

3. As required by the Customary Lodging Services Staffing Interim Zoning District and any subsequent legislation, the hotel shall provide at least one on-site, on-duty staff member who is physically present at all times and capable of immediately assisting guests, overseeing operations of the facility, addressing to safety and security matters, and responding to emergencies.

4. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for

in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

5. The plans submitted to the City Planning Commission for final approval shall indicate the main point of entry to the hotel lobby being located along South Carrollton Avenue and not along Oak Street.

6. The plans submitted to the City Planning Commission for final approval shall be labeled according to the intended use. Specifically, floor plans and site plans shall not reference "residential" or "apartment unit" if the intent is to be a commercial hotel.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building

permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION

NO. M-25-381

CITY HALL: July 10, 2025

BY: COUNCILMEMBER GIARRUSSO

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and **favorable recommendation**, subject to eight provisos, for **ZONING DOCKET 24/25 – The Whitney on Carrollton, LLC**, requesting a Conditional Use to permit a hotel in an HU-MU Historic Urban Neighborhood Mixed-Use District, on entirety of Square 151, the front portion of Lots 22 and 23, in the Seventh Municipal District, bounded by South Carrollton Avenue, Oak Street, Dublin Street, and Plum Street (Municipal Addresses: **1200 South Carrollton Avenue**), is approved and the request is **granted**, subject to the following **six provisos**:

1. The plans submitted to the City Planning Commission for final approval shall indicate the presence of the minimum required vehicle parking spaces, as set forth in Article 22, Section 22.4.A (Table 22-1) of the Comprehensive Zoning Ordinance, and as determined by the Department of Safety and Permits.
2. As required by Article 22, Section 22.4 of the Comprehensive Zoning Ordinance, the applicant shall provide the minimum required off-street vehicular parking spaces. In accordance with Article 22, Section 22.8.B.2 of the Comprehensive Zoning Ordinance, the off-street parking spaces shall be located either on-

site or on a separate lot that is within three-hundred (300) feet of the site and in a nonresidential zoning district. For any off-site parking spaces, a recorded parking covenant or agreement shall be filed with the Department of Safety and Permits and the Office of Conveyances. Such encumbrance shall be valid for the total period that the use for which the parking is needed are in existence. If the off-site parking is no longer available, the use has one-hundred eighty (180) days from that date to accommodate all required off-street parking or to apply for a variance. If the use is unable to accommodate the parking or fails to apply for a variance, then the certificate of occupancy will be revoked. The certificate of occupancy may be reinstated when the required parking is provided, a variance is approved, or a new parking agreement is filed with the Department of Safety and Permits and the Office of Conveyances.

3. As required by the Customary Lodging Services Staffing Interim Zoning District and any subsequent legislation, the hotel shall provide at least one on-site, on-duty staff member who is physically present at all times and capable of immediately assisting guests, overseeing operations of the facility, addressing to safety and security matters, and responding to emergencies.
4. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the

Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for in Article 4, Section 4.3H of the Comprehensive Zoning Ordinance will void the conditional use approval.

5. The plans submitted to the City Planning Commission for final approval shall indicate the main point of entry to the hotel lobby being located along South Carrollton Avenue and not along Oak Street.
6. The plans submitted to the City Planning Commission for final approval shall be labeled according to the intended use. Specifically, floor plans and site plans shall not reference "residential" or "apartment unit" if the intent is to be a commercial hotel.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion and the report of the City Planning Commission to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted the flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,172

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING

AN ORDINANCE to establish a conditional use to permit food processing in an RRE Rural Residential Estate District, on Parcel B, Stanton Plantation, Section 11, T13S, R25E, in the Fifth Municipal District, bounded by River Road/Patterson Drive, Willow Drive, Delacroix Road, and Stanton Road (Municipal Address: 10801 River Road); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 27/25 was initiated by Moones Landing, LLC and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of a conditional use in its report to the City Council dated June 9, 2025, presented in **Zoning Docket Number 27/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, subject to six (6) provisos, as stated in Motion Number M-25-359 (Lying Over) of the Council of the City of New Orleans on July 10, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit food processing in an RRE Rural Residential Estate District, on Parcel B, Stanton Plantation, Section 11, T13S, R25E, in the Fifth Municipal District, bounded by River Road/Patterson Drive, Willow Drive, Delacroix Road, and Stanton Road (Municipal Address: 10801 River Road); is hereby authorized and approved, subject to the following provisos, as specifically set forth herein:

PROVISOS:

1. In accordance with **Article 20, Section 20.3.C.7.a (including Table 20-1)**, the developer shall submit plans that indicate the maximum number of the following types of livestock animals that may be permitted on agricultural use shall be in accordance with the standards provided in **Table 20-1.**
2. The plans submitted to the City Planning Commission for final approval shall indicate adherence with **Article 8, Section 8.3 (Table 8-2)** in that the new construction shall meet the maximum building height, bulk, and setback requirements for the R-RE District.
3. The developer shall also verify that all livestock shall be kept so as not to cause any adverse impact, including but not limited to odor, noise, drainage, or pest infestation, on any other property. The presence of any such impact constitutes a violation of this Ordinance and a public nuisance that the Director of the Department of Safety and Permits and/or the Director of the Department of Health may require to be abated at the expense of the owner of the livestock and/or the owner of the property on which the livestock is kept, in addition to verifying that all livestock are kept in accordance with the provisions of **Chapter 18 of the City Code**.
4. The developer shall verify that, per **Article 20.3.C.7.c**:
    a. All livestock shall be kept within fences, corrals, barns, enclosures, or pens.
    b. All livestock shall be provided sanitary and sound shelter, in accordance with Chapter 18 of the City Code.
    c. All agricultural uses with livestock shall provide an appropriate method of protecting livestock in the event of flooding.
    d. Agriculture use operators may include office and meeting spaces within structures on lots with an agriculture use, so long as such structures are ancillary to the agriculture operation and not the primary function of the land, and must be less than 20% of the entire land space occupied by the agriculture operation.

5. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

6. The maximum number of poultry to be processed annually on-site shall be 12,000.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation

is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION

NO. M-25-359

CITY HALL: June 26, 2025

BY: COUNCILMEMBER KING

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval,** subject to six provisos, related to **ZONING DOCKET 27/25**, initiated by **MOONES LANDING, LLC,** requesting consideration of a conditional use to permit food processing in an RRE Rural Residential Estate District, on Parcel B, Stanton Plantation, Section 11, T13S, R25E, in the Fifth Municipal District, bounded by River Road/Patterson Drive, Willow Drive, Delacroix Road, and Stanton Road (Municipal Address: 10801 River Road), is hereby received and the request is **approved.**

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,173

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS

AN ORDINANCE to establish a conditional use to permit a warehouse in a HU-MU Historic Urban Neighborhood Mixed-Use District, on Square 140, Lot 7 or 13 and Lot 14, in the First Municipal District, bounded by Erato Street, Constance Street, Magazine Street, and Thalia Street (Municipal Addresses: 1018-1020 Erato Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 29/25 was initiated by 1020 Erato, LLC and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of a conditional use in its report to the City Council dated June 20, 2025, presented in **Zoning Docket Number 29/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, subject to one (1) proviso, as stated in Motion Number M-25-372 of the Council of the City of New Orleans on July 10, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit a warehouse in a HU-MU Historic Urban Neighborhood Mixed-Use District, on Square 140, Lot 7 or 13 and Lot 14, in the First Municipal District, bounded by Erato Street, Constance Street, Magazine Street, and Thalia Street (Municipal Addresses: 1018-1020 Erato Street); is hereby authorized and approved, subject to the following proviso, as specifically set forth herein:

PROVISO:

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use approval.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence

of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

MOTION

NO. M-25-372

CITY HALL: July 10, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval** subject to 1 proviso, related to **ZONING DOCKET 029/25** for property located at Square 140, Lot 7 or 13 and 14, in the First Municipal District, bounded by Erato Street, Constance Street, Magazine Street, and Thalia Street, bearing municipal address 1018-1020 Erato Street, initiated by 1020 Erato, LLC, requesting conditional use to permit a warehouse in a HU-MU Historic Urban Neighborhood Mixed-Use District, is hereby received and the request is **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,174

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER HARRIS

AN ORDINANCE to grant an amendment to Ordinance No. 29,159 MCS (Zoning Docket 046/22) to permit the expansion of the planned development designation that is applied to the National World War II Museum to also include Lots 1, 2, 3, and B on Square 137, in the First Municipal District, bounded by Magazine Street, Constance Street, John Churchill Chase Street, and Poeyfarre Street (Municipal Addresses: 1042-1060 Magazine Street); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 30/25 was initiated by The National World War II Museum, Inc. and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval thereof in its report to the City Council dated June 20, 2025, presented in **Zoning Docket Number 30/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, subject to three (3) exceptions and four (4) provisos as stated in Motion Number M-25-373 of the Council of the City of New Orleans on July 10, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 29,159 MCS (Zoning Docket 046/22) to permit the

expansion of the planned development designation that is applied to the National World War II Museum to also include Lots 1, 2, 3, and B on Square 137, in the First Municipal District, bounded by Magazine Street, Constance Street, John Churchill Chase Street, and Poeyfarre Street (Municipal Addresses: 1042-1060 Magazine Street); is hereby amended, authorized and approved, subject to the following exceptions and provisos, as specifically set forth herein:

EXCEPTIONS:

1. This development shall be granted an exception of **Article 17, Section 17.6 Multi-Modal/Pedestrian Corridor Standards** of the Comprehensive Zoning Ordinance which requires developments with on sites that have at least fifty (50) feet of frontage along a multi-modal pedestrian corridor, at least twenty-five percent (25%) of the floor area of the ground story of a structure shall be allocated for occupancy by a commercial use authorized in the district and/or the related ancillary.
2. The development shall be granted an exception of **Article 17, Table 17-2** of the Comprehensive Zoning Ordinance, which requires a minimum building height of at least thirty-six (36) feet and three (3) stories, to permit the proposed number of floors.
3. The development shall be granted an exception of **Article 17, Section 17.6.D.9**, which prohibits garage doors along the Magazine Street multi-modal pedestrian corridor, to permit the proposed garage entrances.

PROVISOS:

1. The CBPCD shall be amended to include Lots 1, 2, 3, and B on Square 137.
2. In accordance with **Article 23** of the Comprehensive Zoning Ordinance, the applicant shall submit an updated detailed landscape plan prepared by a licensed Louisiana

landscape architect, subject to review and approval of the City Planning Commission staff, indicating the following:

a) The genus, species, size, location, quantity, and irrigation of all proposed plant materials within both the site and the street right-of-way adjacent to the site, with applicable remarks and details; and

b) Any planting within the public right-of-way shall be approved by the Department of Parks and Parkways.

3. The developer shall indicate the installation of at least 14 short-term bicycle parking spaces on the final plans submitted to the City Planning Commission, subject to the approval of the Department of Public Works to place bicycle parking in the public right-of- way. The design of bicycle parking spaces shall comply with the requirements as set forth in **Article 22, Section 22.4 (Table 22-1)** and **22.6.A** of the Comprehensive Zoning Ordinance

4. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or

both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the

requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

MOTION

NO. M-25-373

CITY HALL: July 10, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval** subject to 4 provisos and 3 waivers, related to **ZONING DOCKET 030/25** related to property located on Lots 1, 2, 3, and B or Lots 4, 3, 2, and B on Square 137, in the First Municipal District, bounded by Magazine Street, Constance Street, John Churchill Chase Street, and Poeyfarre Street, bearing municipal address 1042-60 Magazine Street,, initiated by The National World War II Museum, Inc, requesting an Amendment to Ordinance 29,159 MCS (Zoning Docket 046/22) to permit the expansion of the planned development designation that is applied to the National World War II Museum to also include Lots 1, 2, 3, and B on Square 137, is received and the request is hereby **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,175

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN

AN ORDINANCE to establish a conditional use to permit the retail sale of packaged alcoholic beverages in a BIP Business-Industrial Park District, on Lot B-1, Section 42, T12S, R12E, in the Third Municipal District, bounded by Chef Menteur Highway, the L&N Railroad right-of-way, Old Gentilly Road, and Wilson Avenue (Municipal Addresses: 8400-8436 Chef Menteur Highway); and otherwise to provide with respect thereto.

WHEREAS, Zoning Docket Number 28/25 was initiated by Infinity Fuel, LLC and referred to the City Planning Commission; and

WHEREAS, the City Planning Commission held a public hearing on this zoning petition and recommended approval of a conditional use in its report to the City Council dated June 9, 2025, presented in **Zoning Docket Number 28/25**; and

WHEREAS, the changes were deemed necessary and in the best interest of the City of New Orleans and were granted approval, subject to one (1) proviso, as stated in Motion Number M-25-382 of the Council of the City of New Orleans on July 10, 2025.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a conditional use to permit the retail sale of packaged alcoholic beverages in a BIP Business-Industrial Park District, on Lot B-1, Section 42, T12S, R12E, in the Third Municipal District, bounded by Chef Menteur Highway, the L&N Railroad right-of-way, Old Gentilly Road, and Wilson Avenue (Municipal Addresses: 8400-8436 Chef Menteur Highway); is hereby authorized and approved, subject to the following proviso, as specifically set forth herein:

PROVISO:

1. No City department shall issue alcoholic beverage outlet licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3.H.2** of the Comprehensive Zoning Ordinance will void the conditional use approval.

SECTION 2. Whoever does anything prohibited by this Ordinance or fails to do anything required to be done by this Ordinance shall be guilty of a misdemeanor. Upon conviction of such a misdemeanor, the individual shall be subject to a fine, imprisonment, or both, in accordance with Section 1-13 of the Code of the City of New Orleans. Such a conviction shall be cause for immediate cancellation of the Use and Occupancy Permit for the premises. Alternatively, the individual shall be subject to whatever civil liabilities, penalties, or remedies the law prescribes.

SECTION 3. This Ordinance shall have the legal force and effect of authorizing this conditional use after: (1) all proviso(s) listed in Section 1, which impose a one-time obligation have been completely fulfilled and complied with; and (2) all proviso(s) listed in Section 1, which impose a continuing or ongoing obligation have begun to be fulfilled. Fulfilment of a continuing or ongoing obligation is based on the City Planning Commission's approval of the final site plan, which shall be submitted within one year of adoption of this Ordinance by the City Council, unless extended as authorized by the Comprehensive Zoning Ordinance. The Executive Director of the City Planning Commission shall verify that the development plan incorporate all conditions set forth in this Ordinance and shall sign the plan to indicate final plan approval. The final approved plan shall be recorded in the Office of the Clerk of Civil District Court for the Parish of Orleans, within 30 days of the date of final approval, and evidence of such recordation shall be submitted to the City Planning Commission. No use or occupancy certificates or permits, other than the building permits needed to fulfill the proviso(s), shall be issued until the final approved plan is recorded and evidence of recordation

is submitted to the City Planning Commission. If the development plan is not approved and recorded, within the timeframes provided in the Comprehensive Zoning Ordinance, then this Ordinance shall be null and void with no legal force or binding effect. Furthermore, if the requirements of Section 4.3.H.1 of the Comprehensive Zoning Ordinance are not satisfied within the timeframe allotted by Sections 4.3.H.1 and 4.3.H.2 of the Comprehensive Zoning Ordinance, the conditional use will expire, and this Ordinance will be null and void.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,177

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORENO

AN ORDINANCE to ordain Section 70-431 of the Code of the City of New Orleans to require city contractors to pay subcontractors or suppliers for undisputed amounts owed within 30 days of receipt of payment by the City of New Orleans; and otherwise to provide with respect thereto.

WHEREAS, timely payment of subcontractors and suppliers is critical to demonstrate professionalism and trust; encourages subcontractors to continue working with the contractor in the future; upholds contractual project deadlines by ensuring subcontractors are able to purchase materials, cover payroll, and manage their own project timelines, thereby mitigating delays that can disrupt overall project workflow; and protects against financial hardships and legal issues for both the contractor and the subcontractor; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Code of the City of New Orleans, Louisiana is amended to add Section 70-431 which shall read as follows:

"CHAPTER 70. – FINANCE

*** * ***

ARTICLE IV. – PURCHASES AND CONTRACTS

DIVISION 1. – GENERALLY

* * *

Sec. 70-431. – Timely payment of subcontractors and suppliers.

(a) ***Definitions.*** For purposes of this section the following definitions shall apply:

(1) "Supplier" means a person who has supplied labor or materials to a contractor in the execution of work provided for in a city contract.

(2) "Undisputed amount" means any amount owed by a contractor to a subcontractor or supplier for work performed or materials supplied and for which there is no good-faith defense to payment.

(b) ***Prompt payment required.*** Any person who contracts with the city or its agencies to provide goods and services and is paid with city funds shall pay all subcontractors or suppliers any undisputed amounts for which the contractor has been paid within 30 days of receiving a progress or final payment from the city encompassing the subcontracted work or supplies. The department administering the contract must respond to a subcontractor or supplier within two business days and notify them of the dispute resolution timeline and process as required under subsection (c).

(c) ***Dispute resolution procedure.*** Any person who contracts with the city or its agencies to provide goods and services and is paid with city funds shall be deemed to agree to and abide by the dispute resolution procedures set forth in this section to ensure the timely payment of subcontractors or suppliers.

(1) If a contractor intends to not pay a subcontractor or supplier in full within the required 30-day period for any reason, the contractor shall promptly notify the subcontractor or supplier in writing and state the reason why payment is being

withheld, and shall provide a copy of such notice of nonpayment to the department administering the contract.

(2) The subcontractor or supplier may notify in writing the department administering the contract, and the office or supplier diversity if the subcontractor or supplier is a certified disadvantaged business enterprise, if it does not receive payment timely or otherwise disputes the basis for nonpayment reflected in the contractor's notice of nonpayment. The subcontractor's or supplier's notice shall: (i) identify the contractor, the project related to the disputed amount, and the amount in dispute; (ii) provide detailed and itemized supporting documentation substantiating the subcontractor's or supplier's entitlement to payment; and (iii) an explanation for any dispute concerning payment by the contractor, if known.

(3) Within five business days of receipt of written notice from a subcontractor or supplier, the department administering the contract shall contact the contractor in writing to ascertain whether the amount withheld is an undisputed amount. If the contractor fails to respond within five business days, or if the department decides that a part or all of the amount withheld is an undisputed amount, the department shall notify the contractor and subcontractor supplier in writing of its determination of the undisputed amount, and shall instruct the contractor to pay the subcontractor or supplier the undisputed amount within five business days.

(4) If the contractor fails to pay the subcontractor within five business days of receipt of the department's notice of determination of the undisputed amount, the unpaid subcontractor or supplier may notify the department administering the contract in writing of the nonpayment. Within ten business days of receiving notice of

nonpayment of the undisputed amount, the department shall conduct a meeting with the contractor and subcontractor or supplier to evaluate the reasons for nonpayment and determine if the contractor is delinquent in payment of an undisputed amount. At the discretion of the department, the meeting may be conducted in-person, telephonically, or virtually. In advance of this meeting, the department shall furnish copies of the bid documents submitted by the contractor and the signed contract to the subcontractor or supplier. The department may require the parties to provide any additional information that the department believes necessary to evaluate the dispute.

(5) At the conclusion of the meeting described in the preceding paragraph, the department administering the contract shall issue a final decision and shall notify the parties and, if the subcontractor or supplier is certified as a disadvantaged business enterprise, the office of supplier diversity, in writing of such decision.

(6) The contractor shall notify the department administering the contract upon payment of any undisputed amount. If the contractor fails to pay all undisputed amounts within ten business days of the department's final decision, the department shall cease payments to the contractor until payment of the undisputed amounts to the subcontractor or supplier is verified. In addition, the department may: (i) suspend work under the contract based on the failure of the contractor to meet its obligations under the contract; (ii) assess liquidated damages in an amount not exceeding $100 per day from the date on which the undisputed payment was initially due pursuant to subsection (b); and (iii) seek to enforce any available payment bond.

(d) ***Appeals.*** A contractor, a subcontractor, or a supplier may appeal the department's final decision issued pursuant to subsection (c). The process for appeals shall be established by the chief administrative officer.

(e) ***Cause of action.*** No act, failure to act, or decision by any representative of the city in carrying out the terms of this section shall give rise to a cause of action against the city by a contractor, subcontractor, or supplier.

(f) ***City contracting.*** Each city contract shall include a provision requiring prompt payment to subcontractors and suppliers in accordance with the terms and dispute resolution procedures of this section.

(g) ***Waivers.*** Requests to waive any of these provisions shall be approved by the chief administrative officer in writing."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,182

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate grant funds to Hazard Mitigation for residential home elevations in Orleans Parish; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30139 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM: INTERGOVERNMENTAL REVENUES – FUND 6699	
Intergovernmental Revenues	
Grants, Contributions, and Fund Transfers	$918,134
TOTAL	**$918,134**

TO: FEDERAL DEPARTMENT OF EMERGENCY – FUND 4115

Total Federal Department of Emergency	$918,134
TOTAL	**$918,134**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: HAZARD MITIGATION

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139 MCS) to appropriate grant funds ($918,134) to Hazard Mitigation for residential home elevations in Orleans Parish.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 06/03/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**INTERGOVERNMENTAL REVENUES FUND - 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	-$918,134
To:	**FEDERAL DEPARTMENT OF EMERGENCY – FUND 4115**	
	Total Federal Department of Emergency	**$918,134**
	TOTAL	**0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BDelarge / Budget Director
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 7/24/2025

CHIEF ADMINISTRATIVE OFFICE

1223

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate grant funds ($918,134) to Hazard Mitigation for residential elevations in Orleans Parish.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: HAZARD MITIGATION

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate grant funds ($918,134) to Hazard Mitigation for residential home elevations in Orleans Parish.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,183

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate grant funds to Hazard Mitigation for residential home elevations in Orleans Parish; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES - FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	$918,134
	TOTAL	**$918,134**

TO: FEDERAL DEPARTMENT OF EMERGENCY – FUND 4115

OFFICE OF THE MAYOR

200-OTHER OPERATING $918,134

TOTAL **$918,134**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: HAZARD MITIGATION

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to appropriate grant funds ($918,134) to Hazard Mitigation for residential home elevations in Orleans Parish.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 06/03/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	-$918,134
To:	**FEDERAL DEPARTMENT OF EMERGENCY – FUND 4115**	
	OFFICE OF THE MAYOR	
	200 – OTHER OPERATING	$918,134
	TOTAL	**0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BADelarge / Budget Director
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 7/24/2025

CHIEF ADMINISTRATIVE OFFICE

1230

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate grant funds ($918,134) to Hazard Mitigation for residential elevations in Orleans Parish.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: HAZARD MITIGATION

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate grant funds ($918,134) to Hazard Mitigation for residential home elevations in Orleans Parish.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,184

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate funds to the Police Department to purchase operational expenses for the Crime Lab; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30139 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	$7,958
	TOTAL	**$7,958**

TO: CRIME LAB PROPRIETARY– FUND 6212

Total Crime Lab Proprietary Fund	$7,958
TOTAL	**$7,958**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: NEW ORLEANS POLICE DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139 MCS) to appropriate funds ($7,958) to the Police Department to purchase operational expenses for the Crime Lab.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 6/13/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		**Amount**
From:	**INTERGOVERNMENTAL REVENUES FUND - 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	-$7,958
To:	**CRIME LAB PROPRIETARY– FUND 6212**	
	Total Crime Lab Proprietary	$7,958
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

Budget Administrator
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 6/27/2025

CHIEF ADMINISTRATIVE OFFICE

1237

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate funds ($7,958) to the Police Department to purchase operational expenses for the Crime Lab.

1. Department Head 4/24/2025
2. Department of Law
3. Chief Administrative Officer
4. Director of Council Relations
5. Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present:

Absent:

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: NEW ORLEANS POLICE DEPARTMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate funds ($7,958)

to the Police Department to purchase operational expenses for the Crime Lab.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,185

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate funds to the Police Department to purchase operational expenses for the Crime Lab; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES - FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	$7,958
	TOTAL	**$7,958**

TO: CRIME LAB PROPRIETARY – FUND 6212

POLICE DEPARTMENT

200 – OTHER OPERATING	$7,958
TOTAL	**$7,958**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: NEW ORLEANS POLICE DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to appropriate funds ($7,958) to the Police Department to purchase operational expenses for the Crime Lab.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 6/13/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		**Amount**
From:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	-$7,958
To:	**CRIME LAB PROPRIETARY– FUND 6212**	
	POLICE DEPARTMENT	
	200-OTHER OPERATING	$7,958
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

Budget Administrator
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 6/27/2025

CHIEF ADMINISTRATIVE OFFICE

1244

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate funds ($7,958) to the Police Department to purchase operational expenses for the Crime Lab.

1. _____
   Department Head
2. _____ 6/24/2025
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. _____
   Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: NEW ORLEANS POLICE DEPARTMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate funds ($7,958)

to the Police Department to purchase operational expenses for the Crime Lab.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,186

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL AND GIARRUSSO

AN ORDINANCE to amend Ordinance No. 30,139 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025" to appropriate funds to the City Council to cover Wisner litigation costs incurred by Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30,139 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**GRANTS, CONTRIBUTIONS, AND FUND TRANSFERS – FUND 6699**		
	INTERGOVERNMENTAL REVENUES		
	Grants, Contributions, & Fund Transfers	$350,000	
	TOTAL		**$350,000**
TO:	**GENERAL FUND OPERATING BUDGET – FUND 1000**		
	OTHER FINANCING SOURCES		
	Use of Fund Balance	$350,000	
	TOTAL		**$350,000**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,187

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL AND GIARRUSSO

AN ORDINANCE to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to appropriate funds to the City Council to cover Wisner litigation costs incurred by Barrasso Usdin Kupperman Freeman & Sarver, L.L.C.; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30,140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL TRANSFERS OPERATING BUDGET – FUND 6699**		
	MAYOR'S OFFICE		
	7998 – Intergovernmental Transfers		
	600 – Grants, Contrib., & Fund Transfers	$350,000	
	TOTAL		**$350,000**
TO:	**GENERAL FUND OPERATING BUDGET– FUND 1000**		
	2010 – Council Central Office	$350,000	
	200 – Other Operating		
	TOTAL		**$350,000**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____

MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____

ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,192

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate Federal Funds awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30139 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	$75,000
	TOTAL	**$75,000**

TO: LOUISIANA DEPARTMENT OF ADMINISTRATION– FUND 4404

Total Louisiana Department of Administration	$75,000
TOTAL	**$75,000**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

1252

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. # | **RESOLUTION ( ) NO.** | **MOTION ( ) NO.**

DEPARTMENT: Chief Administrative Office

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139 MCS) to appropriate Federal Funds ($75,000) awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022.

.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 6/6/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**INTERGOVERNMENTAL REVENUES FUND - 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	-$75,000
To:	**LOUISIANA DEPARTMENT OF ADMINISTRATION– FUND 4404**	
	Total Louisiana Department of Administration	**$75,000**
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

DBelarge - Director - Budget Internal Audit & Mgmt.
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: June 18, 2025

CHIEF ADMINISTRATIVE OFFICE

1253

RECEIVED CMO
'25 JUN 25 PM 1:03

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate Federal Funds ($75,000) to the Chief Administrative Office awarded by proclamation 183 JBE 2022 for debris removal due to the severe storms and tornadoes event on December 13, 2022.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. Elizabeth Brusseau
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: PROJECT DELIVERY UNIT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate Federal Funds ($75,000) awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,193

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate Federal Funds awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES - FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	$75,000
	TOTAL	**$75,000**

TO: LOUISIANA DEPARTMENT OF ADMINISTRATION– FUND 4404

CHIEF ADMINISTRATIVE OFFICE

100 – PERSONAL SERVICES	$21,352
200 – OTHER OPERATING	$53,648
TOTAL	**$75,000**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. # | **RESOLUTION ( ) NO.** | **MOTION ( ) NO.**

DEPARTMENT: Chief Administrative Office

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to appropriate Federal Funds awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 6/6/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:	**Amount**
From: INTERGOVERNMENTAL REVENUES – FUND 6699	
INTERGOVERNMENTAL	
600 – GRANTS, CONTR. AND FUND TRANSFERS	-$75,000
To: LOUISIANA DEPARTMENT OF ADMINISTRATION– FUND 4404	
CHIEF ADMINISTRATIVE OFFICE	
100 – PERSONAL SERVICES	**$21,352**
200 – OTHER OPERATING	**$53,648**
TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BADelarge - Director - Budget, Internal Audit & Mgmt.
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: June 18, 2025

CHIEF ADMINISTRATIVE OFFICE

18 JUN '25 AM10:39
RECEIVED CAO

1260

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate Federal Funds ($75,000) to the Chief Administrative Office awarded by proclamation 183 JBE 2022 for debris removal due to the severe storms and tornadoes event on December 13, 2022.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. Elizabeth Brusseau
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: PROJECT DELIVERY UNIT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate Federal Funds ($75,000) awarded by Proclamation 183 JBE 2022 to cover the costs incurred for debris removal due to the Severe Storms and Tornadoes event on December 13, 2022.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,194

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate Private Grant funds to the Health Department for the National Collaborative Gun Violence Research Program; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30139 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	$40,487
	TOTAL	**$40,487**

TO: LOCAL FOUNDATION GRANTS– FUND 4900

Total Local Foundation Grants	$40,487
TOTAL	**$40,847**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: HEALTH DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139 MCS) to appropriate Private Grant funds ($40,487) received from the University of Arizona to the New Orleans Health Department for the National Collaborative Gun Violence Research Program.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 7/9/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**INTERGOVERNMENTAL REVENUES FUND - 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	-$40,487
To:	**LOCAL FOUNDATION GRANTS– FUND 4900**	
	Total Local Foundation Grants	**$40,487**
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BDelarge / Budget Director
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 7/22/2025

CHIEF ADMINISTRATIVE OFFICE

1267

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate Private Grant funds ($40,487) received from the University of Arizona to the New Orleans Health Department for the National Collaborative Gun Violence Research Program.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: HEALTH DEPARTMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate grant funds ($40,487) received from the University of Arizona to the New Orleans Health Department for the purpose of identifying barriers to screening and responding to intimate partner violence among pregnant and postpartum women and to evaluate the impact of ERPO and DVRO Firearm Relinquishment Laws on Pregnancy-Associated Homicide.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,195

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate Private Grant funds to the Health Department for the National Collaborative Gun Violence Research Program; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES - FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	$40,487
	TOTAL	**$40,487**

TO:	**PRIVATE GRANTS– FUND 4900**		
	HEALTH DEPARTMENT		
	200 – OTHER OPERATING	$40,487	
	TOTAL		**$40,487**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE
ORDINANCE (X) **RESOLUTION ( )** **MOTION ( )**
NO(S). Cal. # **NO.** **NO.**

DEPARTMENT: HEALTH DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to appropriate Private Grant funds ($40,487) received from the University of Arizona to the New Orleans Health Department for the National Gun Violence Research Program.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 7/9/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	-$40,487
To:	**PRIVATE GRANTS– FUND 4900**	
	HEALTH DEPARTMENT	
	200-OTHER OPERATING	**$40,487**
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BDelarge / Budget Director
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 7/22/2025

CHIEF ADMINISTRATIVE OFFICE

1274

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate Private Grant funds ($40,487) received from the University of Arizona to the New Orleans Health Department for the National Gun Violence Research Program.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: HEALTH DEPARTMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate grant funds ($40,487) received from the University of Arizona to the New Orleans Health Department for the purpose of identifying barriers to screening and responding to intimate partner violence among pregnant and postpartum women and to evaluate the impact of ERPO and DVRO Firearm Relinquishment Laws on Pregnancy-Associated Homicide.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,196

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate funds to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30139 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	$500,000
	TOTAL	**$500,000**

TO: ENVIRONMENTAL IMPROVEMENT REVOLVING FUND – FUND 5108

Total Environmental Improvement Revolving Fund	$500,000
TOTAL	**$500,000**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE ORDINANCE (X) NO(S). Cal. #	**RESOLUTION ( ) NO.**	**MOTION ( ) NO.**

DEPARTMENT: DEPARTMENT OF CODE ENFORCEMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139 MCS) to appropriate funds ($500,000) to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 7/9/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		**Amount**
From:	**INTERGOVERNMENTAL REVENUES FUND - 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	-$500,000
To:	**ENVIRONMENTAL IMRPOVEMENT REVOLVING FUND-FUND 5108**	
	Total Environmental Improvement Revolving Fund	**$500,000**
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BDelarge / Budget Director
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 7/24/2025

CHIEF ADMINISTRATIVE OFFICE

1281

RECEIVED
2025 JUL 25 PM 03:04

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate funds ($500,000) to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish.

1. Anthony J. Raiz
Department Head
2. **Department of Law**
3. **Chief Administrative Officer**
4. **Director of Council Relations**
5. **Initials of Sponsoring Council Member**

COUNCIL ACTION

Council Members Present:

Absent:

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. **Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.**

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: DEPARTMENT OF CODE ENFORCEMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate funds ($500,000) to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,197

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate funds to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES - FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	$500,000
	TOTAL	**$500,000**

TO: ENVIRONMENTAL IMPROVEMENT – FUND 5108

CODE ENFORCEMENT

200 – OTHER OPERATING	$500,000
TOTAL	**$500,000**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE
ORDINANCE (X) **RESOLUTION ( )** **MOTION ( )**
NO(S). Cal. # **NO.** **NO.**

DEPARTMENT: DEPARTMENT OF CODE ENFORCEMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to appropriate funds ($500,000) to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 7/9/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:	Amount
From: **INTERGOVERNMENTAL REVENUES – FUND 6699**	
INTERGOVERNMENTAL	
600 – GRANTS, CONTR. AND FUND TRANSFERS	-$500,000
To: **ENVIRONMENTAL IMPROVEMENT– FUND 5108**	
CODE ENFORCEMENT	
200-OTHER OPERATING	$500,000
TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

DADelarge / Budget Director
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 7/24/2025

CHIEF ADMINISTRATIVE OFFICE

1288

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate funds ($500,000) to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities in Orleans Parish.

1. Anthony J. Daigle
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: DEPARTMENT OF CODE ENFORCEMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate funds

($500,000) to the Department of Code Enforcement to support Lot and Graffiti Abatement priorities

in Orleans Parish.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,198

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30139 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2025", to appropriate FY24 Paul Coverdell Grant funds to the New Orleans Police Department for travel and supplies; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30139 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	$33,160
	TOTAL	**$33,160**

TO: LOUISIANA COMMISSION LAW ENFORCEMENT– FUND 4411

Total Commission on Law Enforcement	$33,160
TOTAL	**$33,160**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE
ORDINANCE (X) **RESOLUTION ( )** **MOTION ( )**
NO(S). Cal. # **NO.** **NO.**

DEPARTMENT: NEW ORLEANS POLICE DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139 MCS) to appropriate funds ($33,160) to the New Orleans Police Department for travel and supplies. The FY24 Paul Coverdell Grant is set up on a reimbursement basis. NOPD will request reimbursement for travel and supplies once the ordinance is adopted.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 6/23/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:	**Amount**
From: INTERGOVERNMENTAL REVENUES FUND - 6699	
Intergovernmental Revenues	
Grants, Contributions, and Fund Transfers	-$33,160
To: LOUISIANA COMMISSION ON LAW ENFORCEMENT– FUND 4411	
Total Commission on Law Enforcement	**$33,160**
TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BADelarge
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 6/27/2025

CHIEF ADMINISTRATIVE OFFICE

1295

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate funds ($33,160) to the New Orleans Police Department for travel and supplies. The FY24 Paul Coverdell Grant is set up on a reimbursement basis. NOPD will request reimbursement for travel and supplies once the ordinance is adopted.

1. _____ 6/25/2025
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: NEW ORLEANS POLICE DEPARTMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Revenues (Ord. No. 30139) to appropriate funds ($33,160) to the New Orleans Police Department for travel and supplies. The FY24 Paul Coverdell Grant is set up on a reimbursement basis. NOPD will request reimbursement for travel and supplies once the ordinance is adopted.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,199

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 30140 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025", to appropriate FY24 Paul Coverdell Grant funds to the New Orleans Police Department for travel and supplies; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30140 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES - FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	$33,160
	TOTAL	**$33,160**

TO: LOUISIANA COMMISSION ON LAW ENFORCEMENT– FUND 4411

POLICE DEPARTMENT

200-OTHER OPERATING	$33,160
TOTAL	**$33,160**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE
ORDINANCE (X) **RESOLUTION ( )** **MOTION ( )**
NO(S). Cal. # **NO.** **NO.**

DEPARTMENT: NEW ORLEANS POLICE DEPARTMENT

PURPOSE OF LEGISLATION: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140 MCS) to appropriate grant funds ($33,160) to the New Orleans Police Department for travel and supplies. The FY24 Paul Coverdell Grant is set up on a reimbursement basis. NOPD will request reimbursement for travel and supplies once the ordinance is adopted.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 6/23/2025 TO: 12/31/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:		Amount
From:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	-$33,160
To:	**LOUISIANA COMMISSION ON LAW ENFORCEMENT– FUND 4411**	
	POLICE DEPARTMENT	
	200-OTHER OPERATING	**$33,160**
	TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BDelarge
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 6/27/2025

CHIEF ADMINISTRATIVE OFFICE

1302

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140) to appropriate grant funds ($33,160) to the New Orleans Police Department for travel and supplies. The FY24 Paul Coverdell Grant is set up on a reimbursement basis. NOPD will request reimbursement for travel and supplies once the ordinance is adopted.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: NEW ORLEANS POLICE DEPARTMENT

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2025 Budget of Expenditures (Ord. No. 30140)) to appropriate funds

($33,160) to the New Orleans Police Department for travel and supplies. The FY24 Paul Coverdell

Grant is set up on a reimbursement basis. NOPD will request reimbursement for travel and

supplies once the ordinance is adopted.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

_____

The obligations, expectations, and deliverables of the parties involved:

_____

_____

_____

Any fiscal implications for the City with the contract:

_____

_____

_____

The public purpose and need for the contract:

_____

_____

_____

The duration of the contract:

_____

_____

_____

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,203

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS

AN ORDINANCE to amend and re-ordain Ordinance No. 30,141 M.C.S., entitled "An Ordinance Providing a Capital Budget for the Year 2025", to effect the following change to the 2025 Capital Budget: to de-appropriate funds from the Chief Administrative Office, the Department of Property Management, the Department of Public Works, and the Office of Resilience and Sustainability; to appropriate funds to the Chief Administrative Office to appropriate unencumbered bond funds to Louisiana State University and Agricultural and Mechanical College ("LSU") in the amount of $5,000,000 for capital expenditures consistent with LSU Downtown plans; and otherwise to provide with respect thereto.

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY

ORDAINS, That Ordinance No. 30,141 M.C.S., entitled "An Ordinance Providing a Capital Budget for the Year 2025", be amended and re-ordained to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds therein as follows:

DE-APPROPRIATION

CHIEF ADMINISTRATIVE OFFICE

2024 A BONDS

60092 – PUBLIC SAFETY	$	1,200,000
CHIEF ADMINISTRATIVE OFFICE TOTAL	**$**	**1,200,000**

DEPARTMENT OF PROPERTY MANAGEMENT

2021 BONDS

60039 – PUBLIC SAFETY	$	19,519

2024 A BONDS

60094 – PUBLIC FACILITIES	$	255,741
DEPARTMENT OF PROPERTY MANAGEMENT TOTAL	**$**	**275,260**

DEPARTMENT OF PUBLIC WORKS

2024 A BONDS				
60087 – STREETS AND ROADS	$		2,919,070	
60089 – STORM WATER MANAGEMENT	$		187,500	
DEPARTMENT OF PUBLIC WORKS TOTAL	**$**		**3,106,570**	
OFFICE OF RESILIENCE AND SUSTAINABILITY				
2021 BONDS				
60041 – STORM WATER MANAGEMENT	$		418,170	
OFFICE OF RESILIENCE AND SUSTAINABILITY TOTAL		**$**	**418,170**	
DE-APPROPRIATIONS TOTAL	**$**		**5,000,000**	
APPROPRIATION				
CHIEF ADMINISTRATIVE OFFICE				
2021 BONDS				
60071 - PUBLIC FACILITIES	$		437,687	
2024 A Bonds				
60094 - PUBLIC FACILITIES	$		4,562,313	
CHIEF ADMINISTRATIVE OFFICE Total	**$**		**5,000,000**	
GRAND TOTAL	**$**		**0**	

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

MOTION

NO. M-25-436

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on July 11, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Sewerage and Water Board).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of July 11,2025 as outlined below:

New Job Series:

Class Code	**New Classification**	Grade/Step Hiring Rate
C3460	Utility Program Relations Liaison I (Non-Exempt)	62/29 $45,169
C3461	Utility Program Relations Liaison II (Non-Exempt)	69/25 $51,144
C3462	Utility Program Relations Liaison, Lead (Non-Exempt)	73/25 $56,488
C3463	Utility Program Relations Supervisor (Exempt)	86/21 $74,242

At the request of the Sewerage and Water Board, the Commission approved a new job series that would perform administrative and field work performing a variety of public relation duties related to the Board's Water Program Division including responding to, evaluating, identifying root cause, and resolving service inquiries both in the field as well as through normal communication channels. Work includes serving as the first point of contact for individual customer inquiries related to Advanced Metering Infrastructure (AMI), the Backflow Prevention Program, the Lead Service Line Replacement (LSLR) Program, and other SWBNO field work being conducted by internal crews or contractors. Work also includes direct communication with customers, coordination of outreach efforts, and ensuring a positive customer experience.

It is believed that this new series will allow the Board to take a proactive approach to resolving inquiries and problems related to its maintenance programs and consequently allow it to be more responsive to its customers; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan are approved to be effective August 24, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

RESOLUTION

NO. R-25-437

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS

A RESOLUTION providing for the incurring of debt and the issuance of not exceeding Forty-Five Million Dollars ($45,000,000) of Taxable Limited Tax Revenue Bonds, Series 2025, of the City of New Orleans, Louisiana (the "***Series 2025 Bonds***"), and providing for other matters in connection therewith.

WHEREAS, pursuant to the Louisiana Constitution of 1974, as amended (the "***Constitution***"), the City of New Orleans (the "***City***") is authorized to levy a tax for general municipal purposes, which is currently being levied at the rate of twelve and twenty-three hundredths (12.23) mills (such rate being subject to adjustment from time to time due to reassessment) (the "***Tax***"), on all the property subject to taxation within the corporate boundaries of the City, including the payment of debt service on obligations of the City; and

WHEREAS, Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "***Act***") authorizes the City to issue bonds for any authorized purpose payable out of the income, revenues, and receipts derived or to be derived from any sources whatsoever, including the proceeds of the Tax; and

WHEREAS, pursuant to Resolution No. R-25-366 adopted by this Council on July 10, 2025 (the "***Preliminary Resolution***"), the City granted preliminary authorization to, among other things, the issuance of the Series 2025 Bonds; and

WHEREAS, pursuant to and in accordance with the foregoing statutory authority and the Preliminary Resolution, the City now desires to incur debt and issue the Series 2025 Bonds in the principal amount of not exceeding Forty-Five Million Dollars ($45,000,000) for the purpose of (i) paying certain legal judgments against and settlement obligations of the City, and (ii) paying costs of issuance for the Series 2025 Bonds; and

WHEREAS, the City has heretofore issued and there remain outstanding its (i) Taxable Limited Tax Bonds, Series 2016 (the "***Series 2016 Bonds***"), (ii) Taxable Limited Tax Bonds, Series 2017 (the "***Series 2017 Bonds***"), and (iii) Taxable Limited Tax Refunding Bonds, Series 2021 (the "***Series 2021 Bonds***," and together with the Series 2016 Bonds and the Series 2017 Bonds, the "***Outstanding Parity Obligations***"), which Outstanding Parity Obligations are the only bonds or other obligations currently outstanding that are payable from a pledge or dedication of the avails or proceeds of the Tax; and

WHEREAS, it is the intention of the City that the Series 2025 Bonds herein authorized be issued on a *pari passu* basis with the Outstanding Parity Obligations; and

WHEREAS, the estimated income to be realized from the levy of the Tax in 2025 is approximately $60,000,000.00, and such amount is at least *1.35* times the combined principal and interest anticipated to be due in any year on the Series 2025 Bonds and the Outstanding Parity Obligations; and

WHEREAS, it is necessary that the City authorize the execution of a Bond Purchase Agreement awarding the Series 2025 Bonds to the Underwriters named therein; and

WHEREAS, it is the desire of the City to fix the details necessary with respect to the issuance of the Series 2025 Bonds and to provide for the authorization and issuance thereof, and to authorize the execution of a Certificate of Determination setting the principal amount of the Series 2025 Bonds based on market conditions, and further setting forth certain other details in connection therewith, including, if it is determined to be in the best economic interest of the City, obtaining a bond insurance policy with an insurer to be set forth in said Certificate of Determination; **NOW THEREFORE**:

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that:

SECTION 1. **Definitions**. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"*Act*" means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"*Bond Purchase Agreement*" means the agreement between the City and the Underwriters for the purchase and sale of the Bonds in substantially the form submitted with this Resolution.

"*Bond Register*" means the records kept by the Trustee at its principal corporate trust office in which registration of the Series 2025 Bonds and transfers of the Series 2025 Bonds shall be made as provided herein.

"*Business Day*" means a day of the year other than a day on which banks located in New York, New York and the city in which the designated office of the Trustee is located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

"*Certificate of Determination*" means the Certificate of Determination authorized by Section 13 hereof, setting forth certain details of the Series 2025 Bonds, in substantially the form attached hereto as **Exhibit A**.

"*City*" means City of New Orleans, Louisiana.

"*City Council*" means the City Council of the City of New Orleans, Louisiana.

"*DTC*" means the Depository Trust Company.

"*Executive Officers*" means, collectively, the Mayor of the City and the Clerk of Council of the City Council.

"*Fiscal Year*" means the one-year accounting period ending December 31st of each year, or such other period as may be designated by the City Council as the fiscal year of the City.

"*Interest Payment Date*" means March 1 and September 1 of each year in which the Series 2025 Bonds are outstanding, commencing March 1, 2026, unless some other day shall be set forth in the Bond Purchase Agreement.

"*Outstanding*" when used with respect to the Series 2025 Bonds means, as of the date of determination, all Series 2025 Bonds theretofore issued and delivered under this Resolution, except:

1. Series 2025 Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

2. Series 2025 Bonds in exchange for or in lieu of other Series 2025 Bonds which have been registered and delivered pursuant to this Resolution;

3. Series 2025 Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Resolution or by law; and

4. Series 2025 Bonds, the payment of the principal of and interest on which have been paid or defeased as set forth in this Resolution.

"*Outstanding Parity Obligations*" has the meaning given such term in the recitals hereto.

"*Owner*" or **"*Owners*"** or "***Holders***" when used with respect to any Series 2025 Bond means the Person in whose name such Series 2025 Bond is registered in the Bond Register or the Owner of any Series 2025 Bond.

"*Paying Agent*" or "*Trustee*" means U. S. Bank Trust Company, National Association, in the City of Brandon, Mississippi, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Resolution.

"*Participant*" means any broker-dealer, bank and other financial institution from time to time for which DTC holds Series 2025 Bonds as securities depository.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*Preliminary Resolution*" has the meaning given such term in the recitals hereto.

"*Record Date*" for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date.

***"Reserve Fund*"** means the Debt Service Reserve Fund created as set forth in the Certificate of Determination, if any.

"*Resolution*" means this resolution authorizing the issuance of the Series 2025 Bonds, as it may be supplemented and amended.

"*Sinking Fund*" means the sinking fund created under Section 10 of this Resolution.

"*State*" means the State of Louisiana.

"*Tax*" means the ad valorem tax of twelve and twenty-three hundredths (12.23) mills (such rate being subject to adjustment from time to time due to reassessment), and authorized by Article VI, Section

26(A) and (E) of the Louisiana State Constitution of 1974, as amended, to be levied and collected annually in each year in perpetuity, inclusive.

"*Series 2025 Bond*" or **"*Series 2025 Bonds*"** means the City's Taxable Limited Tax Revenue Bonds, Series 2025, authorized by this Resolution, in the total aggregate principal amount of not exceeding Forty-Five Million Dollars ($45,000,000), which amount shall be fixed in the Certificate of Determination, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

"*Underwriters*" means, collectively, J.P. Morgan Securities LLC, as senior managing underwriter, acting on its own behalf and as representative of the co-managing underwriters, Raymond James & Associates, Inc. and Siebert Williams Shank & Co., LLC.

SECTION 2. **Authorization of Bonds**. In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of not exceeding Forty-Five Million Dollars ($45,000,000) for, on behalf of, and in the name of the City, for the purpose of (i) paying certain legal judgments against and settlement obligations of the City, and (ii) paying the costs of issuance of the Series 2025 Bonds, all as provided for in this Resolution. To represent said indebtedness, this City Council does hereby authorize the issuance of not exceeding Forty-Five Million Dollars ($45,000,000) of Taxable Limited Tax Revenue Bonds, Series 2025 of the City. The Series 2025 Bonds shall be in fully registered form, shall be dated the date of delivery thereof, shall be issued in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof within a single maturity and shall be numbered from R-1 upward. The Series 2025 Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date. The principal amount of the Series 2025 Bonds shall be fixed in the Certificate of Determination based on market conditions. The Series 2025 Bonds shall mature serially on September 1 of each year, in the amounts and at the rates of interest per annum as set forth in the Certificate of Determination, subject to the limitations set forth in the Preliminary Resolution of this City Council.

The principal of the Series 2025 Bonds, upon maturity, shall be payable at the designated office of the Trustee, upon presentation and surrender thereof, and interest on the Series 2025 Bonds shall be payable by check of the Trustee mailed by the Trustee to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register.

The Series 2025 Bonds are hereby issued on a parity with the Outstanding Parity Obligations, and the Series 2025 Bonds shall rank equally with and enjoy complete parity of lien with the Outstanding Parity Obligations on the avails or proceeds of the Tax. The City hereby represents that it has complied with, or will comply with prior to the issuance of the Series 2025 Bonds, all terms and conditions for the issuance of *pari passu* obligations as set forth in the resolution, as amended to the date hereof, authorizing the issuance of the Outstanding Parity Obligations.

No Series 2025 Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Series 2025 Bond a certificate of registration, substantially in the form provided in this Resolution, executed by the Trustee by manual signature.

SECTION 3. **Redemption Provisions**. The Series 2025 Bonds shall be subject to optional and/or mandatory redemption prior to maturity as set forth in the Certificate of Determination.

SECTION 4. **Registration and Transfer**. The City shall cause the Bond Register to be kept by the Trustee. The Series 2025 Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the City. A Series 2025 Bond may be assigned by the execution of an assignment form on the Series 2025 Bonds or by other instruments of transfer and assignment acceptable to the Trustee. A new Series 2025 Bond or Series 2025 Bonds will be delivered by the Trustee to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Series 2025 Bonds shall be in the denomination of $5,000 or any integral multiple thereof within a single maturity. Neither the City nor the Trustee shall be required to issue, register, transfer or exchange any Series 2025 Bond during a period beginning (i) at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date, or (ii) with respect to Series 2025 Bonds to be redeemed, at the opening of business on the

date of the mailing of a notice of redemption of such Series 2025 Bonds and ending on the date of such redemption.

SECTION 5. **Book Entry Form**. (1) The Series 2025 Bonds shall be initially issued in the form of a separate single fully registered certificate for each of the maturities set forth in the Certificate of Determination, each in the aggregate principal amount of such maturity. Upon initial issuance, the ownership of each Series 2025 Bond shall be registered in the registration books kept by the Trustee in the name of CEDE & CO., as nominee of DTC, the securities depository for the Series 2025 Bonds. Except as provided in subsection (3) of this Section, all of the outstanding Series 2025 Bonds shall be registered in the registration books kept by the Trustee in the name of CEDE & CO., as nominee of DTC.

(2) With respect to Series 2025 Bonds registered in the registration books kept by the Trustee in the name of CEDE & CO., as nominee of DTC, the City and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Series 2025 Bonds. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, CEDE & CO. or any Participant with respect to any ownership interest in the Series 2025 Bonds, (ii) the delivery to any Participant or any other person, other than a Holder, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2025 Bonds, or (iii) the payment to any Participant or any other person, other than a Holder, as shown in the registration books kept by the Trustee, of any amount with respect to principal of or interest on the Series 2025 Bonds. The City and the Trustee may treat and consider the person in whose name each Series 2025 Bond is registered in the registration books kept by the Trustee as the Holder and absolute Owner of such Series 2025 Bond for the purpose of payment of principal of and interest with respect to such Series 2025 Bond, for the purpose of giving any notices with respect to such Series 2025 Bond, for the purpose of registering transfers with respect to such Series 2025 Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of and interest on the Series 2025 Bonds only to or upon the order of the respective Holders of the Series 2025 Bonds, as shown on the registration books kept by the Trustee, and all such payments shall be valid and effective to fully satisfy and discharge

the City's certificates with respect to payment of principal of and interest on the Series 2025 Bonds to the extent of the sum or sums so paid. No person other than a Holder as shown on the registration books kept by the Trustee shall receive a certified Series 2025 Bond evidencing the certificate of the City to make payments of principal of and interest pursuant to this Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to record dates, the word "CEDE & CO." in this Resolution shall refer to such new nominee of DTC.

(3) (i) DTC may determine to discontinue providing its services with respect to the Series 2025 Bonds at any time by giving notice to the City and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(ii) The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2025 Bonds if the City determines that: (A) DTC is unable to discharge its responsibilities with respect to the Series 2025 Bonds, or (B) a continuation of the requirement that all of the outstanding Series 2025 Bonds be registered on the registration books kept by the Trustee in the name of CEDE & CO., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Series 2025 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2025 Bonds pursuant to subsection (3)(ii)(B) of this Section, or upon the discontinuance or termination of the services of DTC with respect to the Series 2025 Bonds pursuant to either subsection (3)(i) or (3)(ii)(A) above, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the City is willing and able to undertake such functions upon reasonable and customary terms, the City is obligated to deliver Series 2025 Bonds to the Owner, at the expense of the said Owner as described in this Resolution, and the Series 2025 Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of CEDE & CO., as nominee of DTC, but may be registered in whatever name or names Holders transferring or exchanging Series 2025 Bonds shall designate in accordance with the provisions of this Resolution.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2025 Bond is registered in the name of CEDE & CO., as nominee of DTC, all payments with respect to principal of and interest on such Series 2025 Bond and all notices with respect to such Series 2025 Bond shall be made and given, respectively, in the manner provided in the City's applicable Blanket Letter of Representations delivered to DTC.

SECTION 6. **Form of Series 2025 Bonds**. The Series 2025 Bond shall be substantially in the form attached hereto as **Exhibit B**.

SECTION 7. **Execution of Series 2025 Bonds**. The Series 2025 Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the City, which signatures and corporate seal may be either manual or facsimile.

SECTION 8. **Pledge and Dedication of Revenues**. Pursuant to the Act, the Series 2025 Bonds, equally with the Outstanding Parity Obligations, shall be secured by and payable from an irrevocable pledge and dedication of the avails or proceeds of the Tax. This City Council does hereby obligate itself and its successors in office to impose and collect the Tax annually in each year while the Series 2025 Bonds are outstanding, and does hereby irrevocably and irrepealably dedicate, appropriate and pledge the annual income to be derived from the assessment, levy and collection of the Tax in each year while the Series 2025 Bonds are outstanding, to the payment of the Series 2025 Bonds and the Outstanding Parity Obligations.

SECTION 9. **Parity Bonds**. The City covenants that it shall issue no other bonds, certificates of indebtedness or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax having priority over or parity with the Series 2025 Bonds and the Outstanding Parity Obligations, except that additional indebtedness may hereafter be issued on a parity with the Series 2025 Bonds and the Outstanding Parity Obligations under the following conditions:

(1) If permitted in the Certificate of Determination, the Series 2025 Bonds herein authorized or any part thereof, including the interest thereon, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Series 2025 Bonds which is not refunded, if there be any, and the refunding bonds shall continue to

enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Series 2025 Bonds refunded; provided, however, that if only a portion of the Series 2025 Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any year in excess 10% of the principal and interest which would have been required in such year to pay the Series 2025 Bonds refunded thereby, then such Series 2025 Bonds may not be refunded without the consent of the Owner of the unrefunded portion of the Series 2025 Bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause 2 of this Section).

(2) Additional indebtedness may be issued on and enjoy a full and complete parity with the Series 2025 Bonds and the Outstanding Parity Obligations with respect to the revenues of the Tax, provided that the anticipated Tax revenues in the year in which the additional indebtedness is to be issued, as reflected in the budget adopted by the City, must be at least *1.35* times the combined principal and interest requirements for any calendar year on the Series 2025 Bonds, the Outstanding Parity Obligations, any *pari passu* indebtedness hereafter issued, and the said additional indebtedness.

(3) Junior and subordinate indebtedness may be issued without restriction.

(4) The City must be in full compliance with all covenants and undertakings in connection with the Series 2025 Bonds and there must be no delinquencies in payments required to be made in connection therewith.

(5) So long as any Outstanding Parity Bond remains outstanding in accordance with the resolution pursuant to which such Outstanding Parity Bond was issued, the additional indebtedness must be payable as to principal on September 1st of each year, commencing not more than 2 years from the date thereof, and payable as to interest on March 1 and September 1 of each year; provided, however, that the provisions of this subsection (5) of Section 9 shall not be effective on or after the first day on which no Outstanding Parity Bonds remain outstanding in accordance with their respective terms.

SECTION 10. **Sinking Fund**. For the payment of the principal of and the interest on the Series 2025 Bonds, the Outstanding Parity Obligations, and any additional parity obligations, there shall be maintained with the Trustee a special fund heretofore created and known as "*Limited Tax Bonds Sinking Fund*" (the "***Sinking Fund***"). No later than February 15th of each year, the City shall deposit in the Sinking Fund the amount necessary to pay the total amount of principal and interest coming due in that calendar year on the Series 2025 Bonds, the Outstanding Parity Obligations and any additional parity obligations issued pursuant to Section 9 hereof, after taking into account the amount on deposit in any capitalized interest fund and available to make such payments. If funds are insufficient to make the required deposits in full, the City shall continue to deposit revenues of the Tax into said Sinking Fund on a weekly basis until the amount on deposit in the Sinking Fund is sufficient to promptly pay the maturing principal and/or interest so falling due in such calendar year. The Trustee shall apply monies in the Sinking Fund to pay promptly the principal and interest falling due on each such due date by making the payments on the Series 2025 Bonds and those Outstanding Parity Obligations and additional parity obligations for which it serves as trustee or paying agent or by transferring at least three (3) days in advance of the date on which each payment of principal and/or interest is due the requisite amounts to the trustee or paying agent for the Outstanding Parity Obligations and additional parity obligations for which it does not serve as trustee or paying agent. The amounts held by the Trustee for the payment due on any date with respect to particular Series 2025 Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of Series 2025 Bonds entitled thereto.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have been set aside out of the revenues of the Tax with the Trustee for any year sufficient to pay the principal and interest on the Series 2025 Bonds, the Outstanding Parity Obligations and any additional parity obligations for that year, and all required amounts for that year have been deposited in the aforesaid Sinking Fund and the Reserve Fund, if any, then any annual revenues of the Tax remaining in that year shall be free for expenditure by the City for the purposes for which the Tax is authorized pursuant to the Constitution.

All moneys deposited with the Trustee under the terms of this Resolution shall constitute sacred funds for the benefit of the Owners of the Series 2025 Bonds, the Outstanding Parity Obligations and any additional parity obligations, shall be secured by the Trustee at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds, and shall be subject to investment in each fund as set forth herein.

All or any part of the moneys in the Sinking Fund shall, at the written request of the City, be invested in accordance with the provisions of the laws of the State in investments which mature on or before the Interest Payment Date on which such funds will be needed.

SECTION 11. **Reserve Fund**. Should it be necessary to create a Reserve Fund in connection with the Series 2025 Bonds, such Reserve Fund shall be created as set forth in the Certificate of Determination.

SECTION 12. **Application of Proceeds**. The Executive Officers and the Chief Administrative Officer and/or the Director of Finance of the City are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the necessary Series 2025 Bonds to be printed, to issue, execute and seal the Series 2025 Bonds, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Series 2025 Bonds shall be deposited as set forth in the Certificate of Determination and used only for the purpose for which the Series 2025 Bonds are issued.

SECTION 13. **Certificate of Determination**. The Chief Administrative Officer and the Director of Finance of the City are hereby authorized to sign a Certificate of Determination in substantially the form attached hereto as **Exhibit A**. The Certificate of Determination shall include the following:

(a) the principal amount of the Series 2025 Bonds;

(b) the maturity schedule of the Series 2025 Bonds;

(c) the interest rates of the Series 2025 Bonds;

(d) the use of proceeds of the Series 2025 Bonds;

(e) the purchase price of the Series 2025 Bonds;

(f) the redemption provisions of the Series 2025 Bonds, including notice of redemption provisions and method of selection of bonds for redemption;

(g) details relating to a Reserve Fund, if any;

(h) if it is decided that it would be in the best economic interest of the City to insure all or a portion of the Series 2025 Bonds, the name of the bond insurer, the description of the Series 2025 Bonds being insured, and any findings or other provisions with respect thereto; and

(i) In addition, the Director of Finance and/or the Executive Officers of the City are hereby authorized to take all action and execute any documents as may be necessary to effect the purpose of this resolution with respect to obtaining insurance on all or a part of the Series 2025 Bonds.

SECTION 14. **Series 2025 Bonds Legal Bonds**. The Series 2025 Bonds shall constitute legal, binding and valid bonds of the City and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 15. **Events of Default**. Any of the following shall constitute an "*Event of Default*" hereunder:

(a) the City fails to pay principal of any Series 2025 Bond when and as the same shall become due and payable, whether at maturity or otherwise;

(b) the City fails to pay any installment of interest on any Series 2025 Bond when and as the same shall become due and payable, whether at maturity or otherwise;

(c) the City fails to observe any other covenant or condition of this Resolution and such failure continues for 30 days after written notice thereof to the City or by the Trustee; or

(d) the City files a petition or otherwise seeks relief under any federal or State bankruptcy law or similar law.

Upon the happening and continuance of any Event of Default, the Trustee shall act on behalf of the Owners of the Series 2025 Bonds in accordance with Section 25 of this Resolution and shall be entitled to exercise all rights and powers for which provision is made under State law.

SECTION 16. **Resolution a Contract**. The provisions of this Resolution shall constitute a contract between the City, or its successor, and the Owner or Owners from time to time of the Series 2025 Bonds, and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this City Council or the City as a result of issuing the Series 2025 Bonds.

No material modification or amendment of this Resolution, or of any Resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Series 2025 Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Series 2025 Bonds, or a reduction in the rate of interest thereon, or in the amount of principal thereof, or affecting the obligation of the City to pay the principal of and the interest on the Series 2025 Bonds as the same shall come due from the revenues appropriated, pledged and dedicated to the payment thereof by this Resolution, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Resolution, without the consent of all the Owners of the Series 2025 Bonds.

SECTION 17. **Severability; Application of Subsequently Enacted Laws**. In case any one or more of the provisions of this Resolution or of the Series 2025 Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or of the Series 2025 Bonds, but this Resolution and the Series 2025 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Resolution which validate or make legal any provision of this Resolution and/or the Series 2025 Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Resolution and to the Series 2025 Bonds.

SECTION 18. **Recital of Regularity**. This City Council having investigated the regularity of the proceedings had in connection with the Series 2025 Bonds and having determined the same to be regular, the Series 2025 Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State."

SECTION 19. **Effect of Registration**. The City, the Trustee, and any agent of either of them may treat the Owner in whose name any Series 2025 Bond is registered as the Owner of such Series 2025 Bond for the purpose of receiving payment of the principal of and interest on such Series 2025 Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the City, the Trustee, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 20. **Notices to Owners**. Wherever this Resolution provides for notice to Owners of Series 2025 Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Series 2025 Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Series 2025 Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Series 2025 Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Series 2025 Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21. **Cancellation of Series 2025 Bonds**. All Series 2025 Bonds surrendered for payment, transfer, exchange or replacement, if surrendered to the Trustee, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Trustee and, if not already canceled, shall be promptly canceled by the Trustee. The City may at any time deliver to the Trustee for cancellation any Series 2025 Bonds previously registered and delivered which the City may have acquired in any manner

whatsoever, and all Series 2025 Bonds so delivered shall be promptly canceled by the Trustee. All canceled Series 2025 Bonds held by the Trustee shall be disposed of as directed in writing by the City.

SECTION 22. **Mutilated, Destroyed, Lost or Stolen Series 2025 Bonds**. If (1) any mutilated Series 2025 Bond is surrendered to the Trustee, or the City and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Series 2025 Bond, and (2) there is delivered to the City and the Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Trustee that such Series 2025 Bond has been acquired by a bona fide purchaser, the City shall execute, and upon its request the Trustee shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Series 2025 Bond, a new Series 2025 Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Series 2025 Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Series 2025 Bond, pay such Series 2025 Bond. Upon the issuance of any new Series 2025 Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith. Every new Series 2025 Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen certificate shall constitute a replacement of the prior certificate of the City, whether or not the mutilated, destroyed, lost or stolen Series 2025 Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Series 2025 Bonds. Any additional procedures authorized in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Series 2025 Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Series 2025 Bonds.

SECTION 23. **Discharge of Resolution; Defeasance**. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Series 2025 Bonds, at

the times and in the manner stipulated in this Resolution, then the pledge of the money, securities, and funds pledged under this Resolution and all covenants, agreements, and other obligations of the City to the Owner shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Trustee shall pay over or deliver all money held by it under this Resolution to the City. Series 2025 Bonds or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the City of funds for such payment or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 24. **Successor Trustee**. The City shall at all times maintain a Trustee meeting the qualifications hereinafter described for the performance of the duties hereunder for the Series 2025 Bonds. The designation of the initial Trustee in this Resolution, U. S. Bank Trust Company, National Association, is hereby confirmed and approved. The City reserves the right to appoint a successor Trustee by (a) filing with the Person then performing such function a certified copy of a resolution giving notice of the termination of the Trustee and appointing a successor and (b) causing notice to be given to each Owner. Every Trustee appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, having capital of at least $50,000,000 and subject to supervision or examination by Federal or State authority.

SECTION 25. **Concerning the Trustee**. The Trustee shall fulfill the trusts imposed upon it by this Resolution, but only upon the terms and conditions set forth in this Section and subject to the provisions of this Resolution, to all of which the City and the respective Holders of the Series 2025 Bonds agree. The Trustee shall, prior to the occurrence of any Event of Default and after the curing of all such Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Resolution. The Trustee shall, during the existence of any such Event of Default (which has not been cured) exercise such of the rights and powers vested in it by this Resolution, and use

the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Resolution shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to any such Event of Default hereunder, and after the curing of any other Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Resolution and the Trustee shall not be liable except for the performance of such duties and obligations of the Trustee as are specifically set forth in this Resolution, an no implied covenants or obligations shall be read into this Resolution against the Trustee, and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to it conforming to the requirements of this Resolution, but in the case of any such certificate or opinion by which any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to determine whether or not it conforms to the requirements of this Resolution; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, and

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than ten percent (10%) in aggregate principal amount of the Series 2025 Bonds then outstanding, relating to the time, method and place of conducting any proceeding for any

remedy available to the Trustee, or exercising any power conferred upon the Trustee under this Resolution.

None of the provisions contained in this Resolution shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee shall be under no obligation to institute any suit or to take any remedial proceeding (including, but not limited to, the appointment of a receiver or the acceleration of the maturity date of any or all the Series 2025 Bonds) under this Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of any of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the City shall, at the request of the Trustee, reimburse the Trustee from the revenues of the City for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the City shall fail to make such reimbursement, the Trustee may reimburse itself from any money in its possession under the provisions of this Resolution and shall be entitled to a preference therefor over any Series 2025 Bonds outstanding hereunder.

The Trustee shall not be liable or responsible because of the failure of the City or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the City or because of the loss of any money arising through the insolvency or the act or default or omission of any depositary in which such money shall have been deposited under the provisions of this Resolution. The Trustee shall not be responsible for the application of any of the proceeds of the Series 2025 Bonds or any other money deposited with it and paid out, withdrawn or transferred hereunder if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Resolution. The

immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Subject to the provisions of any contract between the City and the Trustee, and provided sufficient funds are available to pay all costs and expenses, if any, reasonably incurred by the City in connection therewith, the City shall pay to the Trustee for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder and shall indemnify and save the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder. If the City shall fail to cause any payment required by this Section to be made, the Trustee shall make such payment from any money in its possession under the provisions of this Resolution and shall be entitled to a preference therefor over any Series 2025 Bonds outstanding hereunder. The City covenants that it shall promptly deposit to the credit of the respective fund or account the amount withdrawn therefrom by the Trustee to make any such payment, provided sufficient funds are available to pay all costs and expenses, if any, reasonably incurred by the City in connection therewith.

All records and files pertaining to the Series 2025 Bonds and the City in the custody of the Trustee shall be open at all reasonable times to the inspection of the City and its respective agents and representatives.

If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which this Resolution provides for permitting or taking any action, the Trustee may rely upon any certificate required or permitted to be filed with it under the provisions of this Resolution, and any such certificate shall be evidence of such fact or protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Resolution, any request, notice, certificate or other instrument from the City to the Trustee shall be deemed to have been signed by the proper party or parties if signed by an

Executive Officer, the Chief Administrative Officer and/or the Director of Finance of the City, and the Trustee may accept and rely upon a certificate signed by such Chief Administrative Officer and/or Director of Finance as to any action taken by the City.

Except for the Events of Default mentioned in clauses (a) and (b) of Section 15 of this Resolution, the Trustee shall not be obliged to take notice or be deemed to have notice of any Event of Default under this Resolution, unless specifically notified in writing of such Event of Default by the City or by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Series 2025 Bonds then Outstanding.

SECTION 26. **Resignation of Trustee**. The Trustee may at any time resign and be discharged of the duties created by this Resolution by giving not less than 120 days' written notice to the City and mailing notice thereof to the registered owners of the Series 2025 Bonds then Outstanding, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the later of the date specified in such notice or on such date as a successor shall have been appointed by the City and shall have accepted the duties of Trustee hereunder.

SECTION 27. **Sale of the Series 2025 Bonds**. The Series 2025 Bonds are hereby awarded to the Underwriters and shall be sold to the Underwriters at the price set forth in the Certificate of Determination and the Bond Purchase Agreement and under the terms and conditions set forth in the Bond Purchase Agreement. The Chief Administrative Officer of the City is authorized to name and approve additional underwriters to form the syndicate with respect to the Series 2025 Bonds and determine the roles of the various underwriters within the syndicate. After execution and authentication of the Series 2025 Bonds by the Trustee, the Series 2025 Bonds shall be delivered to the Underwriters or their agents or assigns, upon receipt by the City of the agreed purchase price. The Bond Purchase Agreement shall be dated as of the date of sale of the Series 2025 Bonds and is hereby approved in substantially the form presented at this meeting, and the authorization of the Mayor and/or Chief Administrative Officer of the City to execute the Bond Purchase Agreement on behalf of the City and to deliver or cause to be executed and delivered all documents required to be executed on behalf of the City or deemed by them necessary or advisable to

implement this Resolution or to facilitate the sale of the Series 2025 Bonds is hereby further confirmed. There is hereby further authorized to be obtained a bond insurance policy on all or a portion of the Series 2025 Bonds if it shall be deemed economically advantageous to the City. In the event said bond insurance is deemed economically advisable, the name of the insurer and the details of said insurance shall be set forth in the Certificate of Determination. Additionally, the Mayor and the Chief Administrative Officer of the City are hereby authorized to execute a commitment and/or insurance agreement, in the form approved by Co-Bond Counsel, setting forth the agreement with the Bond Insurer. The signatures of said officers on the commitment and/or insurance agreement are deemed to be conclusive evidence of their due exercise of the authority vested in them hereunder.

SECTION 28. **Official Statement**. The City hereby approves the distribution of the Preliminary Official Statement pertaining to the Series 2025 Bonds, as submitted to the City. The City further approves the form and content of the final Official Statement and hereby authorizes and directs the execution by the Mayor and Director of Finance and delivery of such final Official Statement to the Underwriters for use in connection with the public offering of the Series 2025 Bonds.

SECTION 29. **Payments Due or Actions to be Taken on Non-Business Days**. If the date for making any payment or the last day for performance of any act or the exercise of any right, as provided herein, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided herein.

SECTION 30. **Continuing Disclosure**. The Executive Officers are hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in the official statement issued in connection with the sale and issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

SECTION 31. **Evidence of Signatures of Owners and Ownership of Series 2025 Bonds**. Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of

the execution of any such instrument, or of an instrument appointing any such attorney, or the ownership by any person of Series 2025 Bonds shall be sufficient for any purpose of this Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) the fact and date of the execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;

(2) the ownership of Series 2025 Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Trustee; and

(3) any request or consent by the Owner of any Series 2025 Bond shall bind all future Owners of such Series 2025 Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

SECTION 32. **Parties Interested Herein**. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Trustee and the Owners of Series 2025 Bonds any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners of Series 2025 Bonds.

SECTION 33. **No Recourse on Series 2025 Bonds**. No recourse shall be had for the payment of the principal of or interest on Series 2025 Bonds or for any claim based thereon or on this Resolution against any Executive Officer, member of the City Council or officer of the City or any person executing the Series 2025 Bonds.

SECTION 34. **Successors and Assigns**. Whenever in this Resolution the City is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Resolution contained by or on behalf of the City shall bind and enure to the benefit of its successors and assigns whether so expressed or not.

SECTION 35. **Publication of Resolution**. This Resolution shall be published one time in the official journal of the City; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 36. **Execution of Documents**. In connection with the issuance and sale of Series 2025 Bonds, the Executive Officers, the Chief Administrative Officer and the Director of Finance (or the President of the Council if the Mayor is unavailable) are each authorized, empowered and directed to execute on behalf of the City such documents, including, without limitation, certificates and instruments as they may deem necessary, upon the advice of Co-Bond Counsel, to effect the transactions contemplated by this Resolution, the signatures of the Executive Officers, the Chief Administrative Officer and the Director of Finance (or the President of the Council) on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 37. **Post-Issuance Compliance**. The Chief Administrative Officer and the Director of Finance of the City and/or their designees are directed to establish, revise, or amend written procedures to assist the City in complying with various State and Federal statutes, rules and regulations applicable to the Series 2025 Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Series 2025 Bonds.

SECTION 38. **Headings**. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 39. **Effective Date**. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE RESOLUTION WAS ADOPTED.

EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATION

$_____
TAXABLE LIMITED TAX REVENUE BONDS, SERIES 2025
OF THE
CITY OF NEW ORLEANS, LOUISIANA

We, the undersigned Chief Administrative Officer and Director of Finance, respectively, of the City of New Orleans, Louisiana (the "***City***"), acting pursuant to the provisions of a resolution adopted by the New Orleans City Council on August 21, 2025 (the "***Resolution***"), do hereby certify as set forth below with respect to the above-captioned Bonds (the "***Series 2025 Bonds***") to J.P. Morgan Securities LLC, as senior managing underwriter, acting on its own behalf and as representative of the co-managing underwriters, Raymond James & Associates, Inc. and Siebert Williams Shank & Co., LLC (collectively, the "***Underwriters***") pursuant to a Bond Purchase Agreement executed this date. Terms not otherwise defined in this Certificate of Determination shall have the same meanings as set forth in the Resolution unless the context otherwise requires.

Principal Amount: The principal amount of the Series 2025 Bonds is $_____.

Purchase Price: The Series 2025 Bonds were sold to the Underwriters at a price of $_____, representing the principal amount of the Series 2025 Bonds set forth above, [plus original issue premium of $_____ / less original issue discount of $_____], and less Underwriters' discount of $_____.

Use of Proceeds: The proceeds of the Series 2025 Bonds set forth above, shall be used as follows:

$_____ shall be deposited in the Expense Fund to be held by _____ (the "***Trustee***") and used to pay costs of issuance of the Series 2025 Bonds; and

$_____ shall be deposited in the Judgement Fund to be held by the City and used for the purpose set forth in the Resolution.

Maturities and Interest Rates*:* The Series 2025 Bonds shall mature serially on September 1 of each year at the following rates of interest per annum and shall become due and payable on September 1 of the years and in the amounts, as follows:

Due Sept. 1	Amount	Interest Rate	Initial Offering Price	Due Sept. 1	Amount	Interest Rate	Initial Offering Price
2026	$_____	_____%	_____	2037	$_____	_____%	_____
2027				2038			
2028				2039			
2029				2040			
2030				2041			
2031				2042			
2032				2043			
2033				2044			
2034				2045			
2035				2046			
2036				2047			

[***Reserve Fund Requirement:*** $_____, which amount secures the Series 2025 Bonds and not the Outstanding Parity Obligations.]

Redemption Provisions: [TO COME]

[Official notice of such call of all or any portion of the Series 2025 Bonds for optional redemption will be given by first class mail, postage prepaid, by notice deposited in the United States mail, or by accepted means of electronic communication, not less than twenty (20) days prior to the redemption date addressed to the registered owner of each Series 2025 Bond to be redeemed at his address as shown on the registration books of the Trustee. The notice provided for any optional redemption may provide that such optional redemption is conditioned upon the availability of funds therefor.]

Bond Insurance: [TO COME]

IN WITNESS WHEREOF, witness our signatures this _____ day of _____, 2025.

CITY OF NEW ORLEANS, LOUISIANA

By: _____
Chief Administrative Officer

By: _____
Director of Finance

EXHIBIT B

FORM OF BOND

Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("***DTC***"), to the Board or the City or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & CO. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest herein.

As provided in the Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Resolution (herein defined) to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

No. R-1 **Principal Amount: $_____**

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

CITY OF NEW ORLEANS, LOUISIANA
TAXABLE LIMITED TAX REVENUE BOND, SERIES 2025

Bond Date	**Interest Rate**	**Maturity Date**	**CUSIP**
_____, 2025	_____%	September 1, 20___	_____

The **CITY OF NEW ORLEANS, LOUISIANA** (the "***City***"), for value received, promises to pay, but only from the sources and as hereinafter provided, to

REGISTERED OWNER: CEDE & CO. (Tax Identification #13-2555119)

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year, commencing March 1, 2026 (each an "***Interest Payment Date***"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Series 2025 Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity or redemption, is payable at the designated corporate trust office of _____ (the "***Trustee***") upon presentation and surrender hereof, and interest on this Series 2025 Bond will be payable by the Trustee by check mailed by the Trustee to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding said Interest Payment Date (the "***Record Date***"), whether or not such day is a Business Day (as defined in the Resolution) at the address as shown on the registration books of the Trustee. Interest on this Series 2025 Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

During any period after the initial delivery of the Series 2025 Bonds in book-entry-only form when the Series 2025 Bonds are delivered in multiple certificates form, upon request of a registered owner of at least $1,000,000 in principal amount of Series 2025 Bonds outstanding, all payments of principal, premium, if any, and interest on the Series 2025 Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal, premium, and interest, whether by check or by wire transfer.

FOR SO LONG AS THIS SERIES 2025 BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE CITY KEPT BY THE TRUSTEE, AS BOND REGISTRAR, THIS SERIES 2025 BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE RESOLUTION, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE RESOLUTION AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS SERIES 2025 BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (I) UPON PRESENTATION AND SURRENDER THEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (II) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE TRUSTEE OR BY WIRE TRANSFER TO CEDE & CO. BY THE TRUSTEE IF CEDE & CO. AS BONDOWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE TRUSTEE SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE RESOLUTION, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS SERIES 2025 BOND HAS BEEN SURRENDERED TO THE TRUSTEE FOR CANCELLATION.

This Series 2025 Bond is one of an authorized issue aggregating in principal the sum of Forty-Five Million Dollars ($45,000,000) of Taxable Limited Tax Revenue Bonds, Series 2025, of the City (the "***Series 2025 Bonds***"), said Series 2025 Bonds having been issued by the City pursuant to a resolution adopted by the City on August 21, 2025 (the "***Resolution***"), for the purpose of (i) paying certain legal judgments against and settlement obligations of the City, and (ii) paying costs of issuance for the Series 2025 Bonds, under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "***Act***").

Capitalized terms used herein and not specifically defined shall have the meanings assigned to them in the Resolution.

This Series 2025 Bond and the issue of which it forms a part are issued on a *pari passu* basis with the City's outstanding (i) Taxable Limited Tax Bonds, Series 2016, (ii) Taxable Limited Tax Bonds, Series 2017, and (iii) Taxable Limited Tax Refunding Bonds, Series 2021 (collectively, the "***Outstanding Parity Obligations***").

This Series 2025 Bond and the issue of which it forms a part, equally with the Outstanding Parity Obligations, are secured by and payable from an irrevocable pledge and dedication of the funds to be derived by the City from the levy and collection of an ad valorem tax of twelve and twenty-three hundredths (12.23) mills (such rate being subject to adjustment from time to time due to reassessment) (the "***Tax***"), which the City is authorized to impose and collect in each year while the Series 2025 Bonds are outstanding. Said Tax has been authorized to be levied on all the property subject to taxation within the corporate

boundaries of the City pursuant to Article VI, Section 26(A) and (E) of the Louisiana Constitution of 1974, as amended (the "***Constitution***"). For a more complete statement of the Tax revenues from which and conditions under which this Bond is issued, reference is hereby made to the Resolution. The City, in the Resolution, has also entered into certain other covenants and agreements with the registered owner of this Series 2025 Bond, including provisions for the issuance of additional indebtedness payable from the proceeds of the Tax on a parity with this Series 2025 Bond and the Outstanding Parity Obligations, for the terms of which reference is made to the Resolution.

Those Series 2025 Bonds maturing September 1, 20___ and thereafter shall be subject to redemption at the option of the City in full or in part at any time on or after September 1, 20____, at a redemption price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed, together with accrued interest to the date fixed for redemption.

In the event a Series 2025 Bond is of a denomination larger than $5,000, a portion of such Series 2025 Bond ($5,000 or any multiple thereof) may be redeemed. Official notice of such call of any of the Series 2025 Bonds for redemption will be given by first class mail, postage prepaid, by notice deposited in the United States mail or via accepted means of electronic communication not less than twenty (20) days prior to the redemption date addressed to the registered owner of each Series 2025 Bond to be redeemed at his address as shown on the registration books of the Trustee.

So long as DTC or a successor securities depository is the sole registered owner of the Series 2025 Bonds, if less than all of the Series 2025 Bonds of a maturity are called for prior redemption, the particular Series 2025 Bonds or portions thereof to be redeemed shall be allocated on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as the Series 2025 Bonds are held in book-entry form, the selection for redemption of such Series 2025 Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the Series 2025 Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

There shall be kept at the designated corporate trust office of the Trustee a register (the "***Bond Register***") in which registration of the Series 2025 Bonds shall be made as provided herein. This Bond is transferable only upon the records kept for that purpose at the designated trust office of the Trustee by the person in whose name this Series 2025 Bond is registered (the "***Registered Owner***") or by his or her attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Trustee shall issue in the name of the transferee a new fully registered Series 2025 Bond or Series 2025 Bonds of the same aggregate principal amount and designation, maturity and interest rate as the surrendered Series 2025 Bond, and upon the payment of the costs of any transfer taxes or other governmental charges relating thereto. The City and the Trustee may treat and consider the person in whose name this Series 2025 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest and premium, if any, hereon, and for all other purposes whatsoever. Neither the City nor the Trustee shall be required to issue, register the transfer of, or exchange (i) any Series 2025 Bond during a period beginning at the opening of business on the 15th day of the month next preceding any interest payment date and ending at the close of business on the interest payment date, or (ii) any Series 2025 Bond called for redemption prior to maturity during the period of fifteen (15) days after the mailing of notice of redemption as provided herein, but only with respect to those Series 2025 Bonds which are the subject of such redemption.

This Series 2025 Bond and the series of which it forms a part are issuable in the form of fully registered bonds of the denomination of $5,000 each or any integral multiple thereof. Subject to the conditions and upon the payment of the costs of any transfer taxes or other governmental charges relating

to the transfer of this Series 2025 Bond upon surrender hereof at the designated corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or by his attorney duly authorized in writing, this Series 2025 Bond may at the option of the Registered Owner hereof be exchanged for an equal aggregate principal amount of fully registered bonds of the same designation, maturity and interest rate and of any authorized denomination.

This Series 2025 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of registration hereon shall have been signed by the Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Louisiana to exist, to have happened and to have been performed precedent to and in the issuance of this Series 2025 Bond do exist, have happened and have been performed in regular and due time form and manner as prescribed by law, and the amount of this Series 2025 Bond and the issue of which it forms a part, together with all other obligations or indebtedness of the City and the Board, does not exceed any constitutional, statutory or other limitation of indebtedness.

IN WITNESS WHEREOF, the City, acting through its governing authority, the City Council of the City of New Orleans, Louisiana, has caused this Series 2025 Bond to be executed in its name by the facsimile signatures of the Mayor and the Clerk of Council of the City and a facsimile of the corporate seal of the City to be imprinted hereon.

CITY OF NEW ORLEANS, LOUISIANA

_____	_____
Clerk of Council	Mayor

[SEAL]

* * * * *

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Series 2025 Bond is one of the Series 2025 Bonds referred to in the within-mentioned Resolution.

_____,
as Trustee

By: _____
Authorized Officer

Date of Registration: _____, 2025

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

Please Insert Social Security or other Identifying Number of Assignee

the within Series 2025 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____ attorney or agent to transfer the within Series 2025 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

_____
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2025 Bond in every particular, without alteration or enlargement or any change whatever.

MOTION

NO. M-25-438

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS MORENO, GREEN AND GIARRUSSO (BY REQUEST)

WHEREAS, Section 70-10(a) of the New Orleans City Code ordains that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the president of the City Council; and

WHEREAS, Section 70-10(b) of the New Orleans City Code ordains that the President of the New Orleans City Council ("Council") shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, in accordance with the City's Request for Proposal No. 4367, which the City through the Department of Sanitation issued on April 21, 2025 the City and Thompson Consulting Services, LLC now desire to enter into a Professional Services Agreement for the purpose of providing disaster emergency debris monitoring and management services for eighteen (18) months beginning as of July 15, 2025; and

WHEREAS, the parties desire to enter into an Agreement providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and having an initial term of more than one year, **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Professional Services Agreement between the City of New Orleans and Thompson Consulting Services, LLC; and

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council is authorized to sign the Professional Services Agreement between the City of New Orleans and Thompson Consulting Services, LLC, as attached as Exhibit A; and

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall forward copies of this motion to the City Attorney's Office, including Exhibit "A", for preparation of the Agreement to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

THOMPSON CONSULTING SERVICES, LLC

RFP NO. 4367

DISASTER EMERGENCY DEBRIS MONITORING AND MANAGEMENT SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**") and Thompson Consulting Services, LLC, represented by Jon Hoyle, President (the "**Contractor**"). The City and the Contractor may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of July 15, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on April 21, 2025, the City issued Request for Proposals No. 4367, followed by Addendum No. 1 on May 2, 2025 and Addendum No. 2 on May 9, 2025, seeking proposals from qualified contractors to provide Disaster Emergency Debris Monitoring and Management Services (collectively, the "**RFP**"), which is attached separately and fully incorporated herein as **Exhibit "A"**;

WHEREAS, the Contractor submitted a technical proposal dated May 20, 2025 ("**Technical Proposal**"), and a price proposal dated May 20, 2025 ("**Price Proposal**"), both of which are attached separately and fully incorporated herein as **Exhibit "B"** and **Exhibit "C"** respectively; and

WHEREAS, the City selected the Contractor to provide Disaster Emergency Debris Monitoring and Management Services pursuant to the RFP.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services*****.** The Contractor will, in accordance with the schedule approved by the City:

1. Perform all services and obligations as set forth in any the following documents that are attached separately and incorporated fully into this Agreement:

a. RFP;

b. Technical Proposal; and

c. Price Proposal (except as otherwise set forth hereinunder).

2. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

3. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;

4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

5. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

6. Cooperate with the City and any person performing work for the City.

B. *Standards*. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with any and all applicable professional standards.

C. *Compliance with Laws*. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances.

D. *Invoices*.

1. The Contractor, and any person performing work on its behalf, will comply with Section 9.10 to the RFP – *Direct Deposit Electronic Payment Program* and Section 25 of Attachment "F" to the RFP – *Invoicing.*

2. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 30 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (*i.e.*, K#);

e. Name of the City Department to be invoiced (*i.e.*, Sanitation);

f. Description of the Services completed; and

g. FEMA or HUD Project Number (*i.e.*, PW#), if applicable.

3. Invoices will be processed in accordance with Article III Section B of the Agreement.

4. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

5. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

E. *Records and Reporting*.

1. The Contractor shall submit all reports and maintain and manage all records as provided for in Section 6 of Attachment "A" to the RFP – *Reporting and Documentation* and *Exhibit B,* Section C of Attachment "F" to the RFP – *Records Retention and Access*, respectively.

2. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of 5 years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination, and the Contractor shall implement an orderly return of the City's data in a CSV or another mutually agreeable format at a time agreed to the by the Parties.

3. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

4. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

F. ***Audit and Inspection*****.**

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

G. ***Insurance*****.**

1. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in Attachment "E" to the RFP – *"Insurance Requirements"*.

H. ***Indemnity*****.**

1. ***In General.*** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, conduct, misconduct, or omission, or the operations of the Contractor, its agents, subcontractors, employees, or independent contractors, while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. ***Limitation.*** The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. ***Independent Duty.*** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for any costs incurred in the defense of any and all claims that actually or potentially fall within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Contractor is ultimately absolved from liability, If the City chooses to represent its own interests in any such action, its representation must not prejudice the Contractor's right to control the defense of the claim and negotiate its settlement or compromise), and the City must reasonably cooperate with the Contractor to facilitate the settlement or defense of the claim.

4. ***Expenses.*** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute, regulation, or code applicable to the Contractor or its operations;

7. The Contractor has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

8. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Contractor, and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. The Contractor acknowledges that the City is relying on these representations and warranties and Contractor's expertise, skill, and knowledge and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration*****.** In addition to the obligations outlined in the RFP, the City will:

1. Administer this Agreement through the City's Department of Sanitation (the "**Department**");

2. Provide the Contractor any documents mutually identified as reasonable and necessary for the Contractor's performance of any work required under this Agreement; and

3. Provide reasonable access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. ***Payment*****.** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of complete and accurate invoices; and (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set-off any amounts due to the Contractor with any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

7. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing the goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

ARTICLE IV - COMPENSATION

A. ***Rate of Compensation*****.**

1. The City will pay the Contractor in accordance with the "Rate(s)" set forth in the Contractor's Price Proposal dated May 20, 2025, except as otherwise provided for in this Article.

Position	Hourly Rate
Project Manager/Liaison Officer	**$ 65.00**
Supervising Monitor	**$ 49.00**
Loading Site Monitor	**$ 36.00**
Debris Management Site Monitor	**$ 35.00**
Roving Monitor	**NO CHARGE**
Debris Management Consultant	**$ 75.00**
Cost/Billing Manager	**$ 40.00**
Health and Safety Manager	**NO CHARGE**
Logistics Coordinator	**NO CHARGE**
Quality Control Manager	**$ 55.00**

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

B. ***NO CHARGE POSITIONS*****.** The following positions and associated responsibilities will have no charge to the City:

1. **Health and Safety Manager:** Health and safety duties are an overhead function and will be completed by Thompson at no charge to the City.
2. **Logistics Coordinator:** The coordination of equipment, resources, and travel for project personnel will be completed by Thompson at no charge to the City.
3. **Roving Monitor:** The use of Thompson's Automated Debris Management System makes the Roving Monitor position redundant. There will be no charge to the Roving Monitor position.

C. ***Cost Recovery*****.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent

permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

ARTICLE V - DURATION AND TERMINATION

A. ***Duration/Term***. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than eighteen (18) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

B. ***Extension*****.** This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for three (3) additional one-year terms.

C. ***Termination for Convenience*****.** The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

D. ***Termination for Non-Appropriation*****.** This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

E. ***Termination for Cause*****.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

F. ***Suspension*****.** The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

ARTICLE VI – DECLARED DISASTER

A. ***Declaration.*** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours per day/7 days per week) during the declaration of an emergency.

B. ***Task Order. Notification and Personnel***. Prior to or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact

information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. *Purchase Order*. Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional need for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. *Timely Documentation*. The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

ARTICLE VII - PERFORMANCE MEASURES

A. *Factors*. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. *Failure to Perform*. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Contractor.

ARTICLE VIII – LIVING WAGES

A. *Definitions*. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. *Compliance*. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. *Living Wage*. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index is equal to $15.56.

D. *Adjusted Living Wage*. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted

Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. *Subcontract Requirements*. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. *Reporting*. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. *Compliance Monitoring*. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. *Remedies*. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. *In General*. The Contractor agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. *Monitoring*. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

3. Routine audits of contract payments to all subcontractors;

4. Reviewing of records and reports; and/or

5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. ***Cooperation***. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

2. Execute written contracts with DBE Entities that meet the applicable DBE goals.

a. The Contractor shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Contractor.

b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

e. The Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Contractor shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification***. The OSD may grant a post-award modification request if:

a. For a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

b. The Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE X - NON-DISCRIMINATION

A. ***Equal Employment Opportunity*.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or

advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. *Non-Discrimination*. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. *Incorporation into Subcontracts*. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. *Termination for Breach*. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status*. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. *Exclusion of Worker's Compensation Coverage*. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. *Exclusion of Unemployment Compensation Coverage*. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. *Waiver of Benefits*. The Contractor, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under

this Agreement.

ARTICLE XII – FORCE MAJEURE

A. ***Event.*** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice.*** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension for Cause, effective on notice to the Contractor and without any further compensation due, provided, however that nothing contained in this Section shall limit the City's ability to Terminate for Convenience or Cause, or limit any other rights or obligations belonging to the Parties, including, but not limited to those set forth above in Article V Section (C) and Article V Section (E).

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIII - NOTICE

A. ***In General***. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

1. To the City:

Matt Torri, Director, Department of Sanitation
City of New Orleans
1300 Perdido Street, Suite 1W30
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Contractor:

Jon Hoyle, President
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751

B. ***Effectiveness***. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. ***Notification of Change***. Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

ARTICLE XIV - ADDITIONAL PROVISIONS

A. ***Amendment.*** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. ***Assignment.*** This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. ***Choice of Law.*** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. ***Compliance with City's Hiring Requirements – Ban the Box.*** The Contractor agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining

provisions of the Agreement will remain in full force and effect. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-contractors to comply with those provisions.

E. *Conflicting Interests*. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

F. *Construction of Agreement*. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. *Entire Agreement*. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

H. *Exhibits.* The following exhibits will be attached separately and are fully incorporated into this Agreement:

1. RFP – Exhibit "A"
2. Technical Proposal – Exhibit "B"
3. Price Proposal – Exhibit "C"
4. Power of Attorney – Exhibit "D"

I. *Jurisdiction*. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

J. *Limitations of the City's Obligations*. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

K. *No Third-Party Beneficiaries*. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

L. *Non-Exclusivity*. This Agreement is non-exclusive, and the Contractor may provide services to other clients, subject to the Contractor's representation and warranty of no conflicting interests with the performance of this Agreement as set forth in Section E above and the City may

engage the services of others for the provision of some or all of the work to be performed under this Agreement.

M. *Non-Waiver*. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

N. *Order of Documents*. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the RFP - Exhibit "A"; Technical Proposal - Exhibit "B"; Price Proposal - Exhibit "C"; and Power of Attorney – Exhibit "D".

O. *Ownership Interest Disclosure*. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

P. *Ownership of Records.* Upon final payment, all data collected and all products of work prepared, created or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

Q. *Prohibition of Financial Interest in Agreement*. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

R. ***Prohibition on Political Activity*****.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

S. ***Remedies Cumulative.*** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

T. ***Severability*****.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

U. ***Subcontractor Reporting*****.** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

V. ***Survival of Certain Provisions*****.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. ***Terms Binding*****.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached (including documents attached separately) to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[EXHIBITS ATTACHED SEPARATELY BECAUSE THE EXHIBITS ARE TOO VOLUMINOUS. EXHIBITS SHALL HAVE THE SAME EFFECT AS IF THEY WERE ATTACHED HERETO]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

THOMPSON CONSULTING SERVICES, LLC

BY: _____
JON HOYLE, PRESIDENT

_____
FEDERAL TAX I.D.

[EXHIBIT(S) "A-D" ATTACHED SEPARATELY]

1363

Calendar No. (Rev) (Exp)

Name Matt Torri Ext. x7646
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A motion, pursuant to Rule 57, to add the President of the Council as a signatory to the professional services agreement between the City of New Orleans and Thompson Consulting Services, LLC to provide disaster emergency debris monitoring and management services.

1. Matt Torri
   Department Head
2. _____
   Department of Law
3. _____
   Chief Administrative Officer
4. _____
   Director of Council Relations
5. _____
   Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
   Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Department of Sanitation

Name of Contact Person: Matt Torri

Telephone Number: 504-658-7646

Email Address: mrtorri@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

A motion, pursuant to Rule 57, to add the President of the Council as a signatory to the professional services agreement between the City of New Orleans and Thompson Consulting Services, LLC to provide disaster emergency debris monitoring and management services.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

MOTION

NO. M-25-439

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS GIARRUSSO, GREEN AND MORENO (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal representation must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans, the Law Department, and Sher Garner Cahill Richter Klein & Hilbert, LLC, desire to enter into a contract to continue legal representation in the matter of *Orleans Parish School Board v. The City of New Orleans et al*., for an additional year or until the litigation is resolved, the total compensation is increase by $25,000.00 to a total amount not to exceed $456,000.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to Amendment No. 6 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 6 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC, as attached hereto as Exhibit "A"; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit "A", to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT A

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC

***ORLEANS PARISH SCHOOL BOARD V. THE CITY OF NEW ORLEANS ET AL.*, CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS, CASE NO. 2019-5174, DIVISION J-15**

THIS SIXTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Sher Garner Cahill Richter Klein & Hilbert, LLC, represented by James M. Garner, Partner (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." This Amendment is effective as of May 20, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, effective May 21, 2019, the City and the Contractor entered into a professional services agreement for professional legal services relating to *Orleans Parish School Board v. The City of New Orleans et al.*, Civil District Court for the Parish of Orleans, Case No. 2019-5174, Division J-15 (the "**Agreement**");

WHEREAS, effective May 21, 2020, the City and the Contractor amended the Agreement to extend the term, increase funding, and to update essential terms and provisions ("**First Amendment**");

WHEREAS, effective December 9, 2021, the City and the Contractor amended the Agreement to increase funding, and to update essential terms and provisions ("**Second Amendment**");

WHEREAS, effective May 21, 2022, the City and the Contractor amended the Agreement to extend the term and to update essential terms and provisions ("**Third Amendment**");

WHEREAS, effective May 20, 2023, the City and the Contractor amended the Agreement to extend the term, increase funding, and to update essential terms and provisions ("**Fourth Amendment**");

WHEREAS, effective May 20, 2024, the City and the Contractor amend the agreement to extend the term, increase funding, and to update the essential terms and provisions ("**Fifth Amendment**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Fifth Amendment to ensure continuity of services by extending its term and increasing the funding.

NOW THEREFORE, for good and valuable consideration the City and the Contractor amend the Agreement as follows:

1. ***Term*****.** The term of the Agreement is extended for an additional one (1) year from May 20, 2025, through May 19, 2026.

2. ***Maximum Compensation*****.** The maximum aggregate compensation is increased by $25,000.00 to a total amount not to exceed $456,000.00.

3. ***Convicted Felon Statement*****.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

4. ***Non-Solicitation Statement*****.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. ***Prior Terms Binding*****.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

6. ***Electronic Signature and Delivery*****.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, L.L.C.

BY: _____
JAMES M. GARNER, PARTNER

_____
FEDERAL TAX I.D.

1370

Calendar No. (Rev)
(Exp)

Name Brenna Macnamara Ext. 9849
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Motion for amendment to professional services agreement with Sher Garner Cahill Richter Klein & Hilbert, LLC to represent the City in ongoing litigation (*Orleans Parish School Board v. The City of New Orleans et al.*).

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

6. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Law Department

Name of Contact Person: Brenna Macnamara

Telephone Number: 504-658-9849

Email Address: brenna.macnamara@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** This is an amendment to continue legal representation in the matter of Orleans Parish School Board v. The City of New Orleans et al.

2. **The parties involved:** The City and Sher Garner Cahill Richter Klein & Hilbert, LLC

3. **The obligations, expectations, and deliverables of the parties involved:** The Contractor shall provide legal representation in litigation to which the City is a party.

4. **The duration of the contract:** One year, with additional term extensions, as needed until the litigation is resolved.

5. **The cost and any fiscal implications of the contract for the City:** Compensation is increased by $25,000.00 not to exceed $456,000.00

6. **Describe disadvantaged business enterprise (DBE) participation:** N/A

Reference: Council Rule 57 & City Code Section 70-10

MOTION

NO. M-25-440

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS GREEN, MORENO AND GIARRUSSO (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal representation must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans and Sher Garner Cahil Richter Klein & Hilbert, LLC, desire to enter into a contract to continue legal representation in the litigation pertaining to the City's use of traffic cameras for an additional one year or until the litigation is resolved, the total compensation being increased by $150,000.00 to $355,250.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to Amendment No. 5 to the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 5 the professional services agreement between the City of New Orleans and Sher Garner Cahill Richter Klein & Hilbert, LLC, as attached hereto as Exhibit "A"; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit "A", to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT A

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC

OUTSIDE COUNSEL LEGAL SERVICES – TRAFFIC CAMERA LTIGATION

THIS FIFTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Sher Garner Cahill Richter Klein & Hilbert, LLC, represented by James M. Garner, Partner (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." This Amendment is effective as of May 20, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, effective May 20, 2020, the City and the Contractor entered into a professional services agreement for Outside Counsel Legal Services relating to traffic cameral litigation (the "**Agreement**");

WHEREAS, effective May 20, 2021, the City and the Contractor amended the Agreement to extend the term, increase funding, and to update essential terms and provisions ("**First Amendment**");

WHEREAS, effective December 9, 2021, the City and the Contractor amended the Agreement to increase funding, and to update essential terms and provisions ("**Second Amendment**");

WHEREAS, effective May 20, 2022, the City and the Contractor amended the Agreement to extend the term and to update essential terms and provisions ("**Third Amendment**");

WHEREAS, effective May 20, 2023, the City and the Contract amended the Agreement to extend the term and to update essential terms and provisions ("**Fourth Amendment**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to ensure continuity of services by extending its term and increasing funding.

NOW THEREFORE, for good and valuable consideration the City and the Contractor amend the Agreement as follows:

1. ***Term*****.** The term of the Agreement is extended from May 20, 2025, through May 19, 2026.

2. ***Maximum Compensation*****.** The maximum aggregate compensation is increased by $150,000.00 to a total amount not to exceed $355,250.00.

3. ***Convicted Felon Statement*****.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five

years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

4. ***Non-Solicitation Statement*****.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. ***Prior Terms Binding*****.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

6. ***Electronic Signature and Delivery*****.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

SHER GARNER CAHILL RICHTER KLEIN & HILBERT, L.L.C.

BY: _____
JAMES M. GARNER, PARTNER

_____
FEDERAL TAX I.D.

1377

Calendar No. (Rev)
(Exp)

Name Brenna Macnamara Ext. 89849
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Motion for amendment to professional services agreement with Sher Garner Cahill Richter Klein & Hilbert, LLC to represent the City in ongoing litigation relating to traffic cameras.

1. _____
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Law Department

Name of Contact Person: Brenna Macnamara

Telephone Number: 504-658-9849

Email Address: brenna.macnamara@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** This is an amendment to continue legal representation in litigation pertaining to City traffic cameras.

2. **The parties involved:** The City and Sher Garner Cahill Richter Klein & Hilbert, LLC

3. **The obligations, expectations, and deliverables of the parties involved:** The Contractor shall provide legal representation in litigation to which the City is a party.

4. **The duration of the contract:** One year, with additional term extensions, as needed until the litigation is resolved.

5. **The cost and any fiscal implications of the contract for the City:** Compensation is increased by $150,000.00 not to exceed $355,250.00

6. **Describe disadvantaged business enterprise (DBE) participation:** N/A

Reference: Council Rule 57 & City Code Section 70-10

MOTION

NO. M-25-441

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS MORENO, GREEN AND GIARRUSSO (BY REQUEST)

WHEREAS, Section 70-10(a) of the New Orleans City Code ("Code") ordains that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the New Orleans City Council ("Council"); and

WHEREAS, Section 70-10(b) of the Code ordains that the President of the Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the Health Department and CrescentCare, after completing the procurement process through a Notice of Funding Availability (NOFA) desire to enter into a Professional Services Agreement for $2,500,000.00 over three years to oversee and operate a Harm Reduction and Care Navigation Mobile Unit that engages with, provides services to, and makes referrals for people using drugs; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Professional Services Agreement between the Health Department and CrescentCare.

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council is authorized to sign the Professional Services Agreement between the Health Department and CrescentCare as attached hereto as Exhibit A.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall forward copies of this motion including Exhibit A to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

NO/AIDS TASK FORCE, DBA CRESCENTCARE

Harm Reduction and Care Navigation Mobile Unit

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and NO/AIDS Task Force, DBA CrescentCare, represented by Alice Reiner, Chief Executive Officer (the "**Contractor**"). The City and the Contractor may sometimes be collectively referred to as the "**Parties**." The Agreement is effective as of August 18, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, the City is seeking qualified persons to provide professional services including harm reduction and operating a mobile care navigation unit; and

WHEREAS, the Contractor submitted a proposal dated February 12, 2025, and the City has selected the Contractor to perform the professional services.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services*****.** The Contractor will:

1. Oversee a collaborative Harm Reduction and Care Navigation Mobile Unit (HR Unit) supported by multiple community-based organizations.

2. Act as the lead agency responsible for providing administrative and operational oversight for the HR Unit.

3. Develop subcontracts with community-based partners to support the work of the HR Unit.

4. Retrofit a vehicle for use as the mobile unit.

a. This vehicle will transport HR Unit staff to community sites and outreach locations and transport additional supplies for team use at various outreach locations.

5. The HR Unit will provide the following resources and services.

a. Provision of care navigation and prevention services.

b. HIV and STI testing.

c. Primary care services, wound care, buprenorphine prescriptions, and point of care/laboratory testing when medical staff are working on the unit (this will occur 50% the time).

d. Linkage and referrals to pharmacy services.

e. Distribution of items like clothing, hygiene items, food, sterile water.

f. Harm reduction supplies.

g. Syringe exchange services.

h. Syringe disposal services.

i. Linkage to additional resources.

j. Transportation assistance for individuals needing transportation to clinics or other social services.

k. Crisis services through a dedicated hotline.

6. The Contractor will ensure the HR Unit services are accessible in multiple languages.

7. The HR Unit will be deployed to sites that are operated by community partners such as Trystereo and Freestanding Communities, and to outreach locations to be determined at later dates.

8. The Contractor will develop a targeted strategy to provide outreach to locations in underserved, geographically diverse, and evidence-based locations using up-to-date overdose data trends/hotspots or through word of mouth from drug users. This includes providing HR Unit services in New Orleans East and on the Westbank of New Orleans. NO/AIDS Task Force DBA CrescentCare will also include input from Trystereo and the New Orleans Syringe Access Program (NOSAP) when identifying new drop-in sites and potential outreach locations.

9. The HR Unit will operate after the close of traditional clinic hours (9am – 5pm) at least four days per week.

10. The Contractor will develop a referral system for at least one local hospital and the Orleans Justice Center (local jail) to make referrals to the HR Unit.

11. Develop a dedicated hotline to link individuals to resources.

12. Develop a dashboard to track HR Unit usage, Key Performance Indicators (KPIs), and outcomes.

13. The HR Unit will be staffed by at least the following:

a. One full-time Prevention Specialist, who will be responsible for driving the HR Unit, providing HIV and STI testing services, and disseminating prevention and educational materials;

b. Two full-time Navigators, who will be responsible for providing linkages to care;

c. Half (50%) full-time Physician;

d. Half (50%) full-time Medical Assistant; and

e. 1.7 full-time (three staff members) Community Outreach Workers, who will have lived experience with substance use and support linkages to care and social services.

14. Contractor will hire one full-time Project Coordinator, who will provide project management responsibilities including managing the schedule, facilitating stakeholder meetings, coordinating supplies, and developing project reports.

15. Staff a community outreach worker supervisor at (.15 full-time) who will provide supervision for the community outreach workers.

16. Data collection and reporting. At minimum NO/AIDS Task Force DBA CrescentCare will track and report the following to NOHD monthly:

a. Number of outreach events by type;

b. Location of each Outreach Event;

c. Time of day services were delivered for each outreach event;

d. Total number of hours delivering services at each outreach event;

e. Number of individuals the HR unit engaged with;

f. Number of harm reduction supplies distributed;

g. Amount of syringes disposed;

h. Number of Narcan/Naloxone distributed;

i. Number of HIV tests conducted;

j. Number of STI tests conducted

k. Number of people receiving medical services on the HR Unit, including medical services provided by type (i.e. wound care, primary care, etc.);

l. Number of people receiving pharmacy services;

m. Number of people who received MOUD services from the HR Unit;

n. Number of basic needs items distributed;

o. The number of referrals made directly from the dedicated hotline;

p. Number of people referred to services by type (medical care, mental health care, substance use services, social services, housing services);

q. Number of times transportation assistance was provided;

r. Number of individuals referred to the unit by:

   i. Hospitals; and

   ii. OJC;

s. Most requested services from clients; and

t. Number of highest utilizers of service (those utilizing services four or more times over the month), including the three most requested services from this group.

17. The Contractor will disseminate an annual report by March 31st of each year that includes: a summary of the services rendered over the previous year, aggregate data on the number of people engaged by the unit, number of services provided, and notable accomplishments over the previous year;

18. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: Contractor's proposal dated February 12, 2025, attached hereto as *Exhibit A;*

19. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

20. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;

21. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

22. Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and

23. Cooperate with the City and any person performing work for the City.

B. *Standards*. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with care & skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

C. *Compliance with Laws*. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation.

D. *Invoices*.

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 15 business days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information:

a. Name of Contractor;

b. Date of Invoice;

c. Invoice Number;

d. Contract or BRASS Number issued by the City (*i.e.*, K#);

e. Name of the City Department to be invoiced (*i.e.*, Health);

f. Description of the Services completed; and

g. FEMA or HUD Project Number (*i.e.*, PW#), if applicable.

2. Invoices will be processed in accordance with Article III Section B of the Agreement.

3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

E. ***Records and Reporting*****.**

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three (3) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

F. ***Audit and Inspection*****.**

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code Section 2-1120, including, but not limited to, City Code Section 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

G. ***Insurance*****.**

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. Minimum Requirements.

a. ***Workers' Compensation & Employers Liability***: Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000.

b. ***Commercial General Liability***: Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.

c. ***Automobile Liability***: Insurance with a combined single limit of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

d. ***Professional (Errors & Omission) Liability***: As professional services are required under the Agreement, insurance appropriate to the Contractor's profession with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

e. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

f. ***Umbrella Liability***: Umbrella/Excess policies must "Follow form" of the underlying policies and scheduling.

g. ***Crime Insurance (Fidelity Bond)***: To include but not limited to employee dishonesty, computer crime, misappropriation of funds, forgery, or alteration with limits of not less than the maximum amount funded by the City under the CEA.

3. General Provision and Requirements.

a. Contractor shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

b. The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractor's obligations and/or scope of work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractor's limits of liability that arise from the performance of work under the Agreement.

4. Certificates of Insurance Additional Insured Status.

a. The Contractor and all subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Agreement.

b. Additional Insured status can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

c. shall require and verify that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the subcontractors' liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

d. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers and Liability.

5. General Requirements.

a. ***Primary Coverage***: For any claims, liability, demands and/or suits related to this Agreement or Contractor's performance and furnishing or the work, whether it is performed by the Contractor, and subcontractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage. At no time shall the Contractor allow any subcontractor to perform work without the required types and limits of required insurance coverage.

b. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

c. ***Claims Made Policies***: If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Agreement.

d. ***Waiver of Subrogation***: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

e. ***Notice of Cancellation***: Each insurance policy shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.

f. ***Acceptability of Insurers***: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

g. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

h. Upon failure of the Contractor or their subcontractor to purchase, furnish, deliver or maintain such insurance as provided herein, the Agreement, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be constructed to conflict with the obligations of the Contractor concerning indemnification.

i. ***Notice***: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

6. ***Miscellaneous*****.** Without notice from the City, the Contractor will:

a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.

b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

7. Special Risks or Circumstances. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

H. ***Indemnity*****.**

1. ***In general*****.** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. ***Limitation*****.** The Contractor's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such negligence or willful misconduct.

3. ***Independent Duty*****.** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Contractor is ultimately absolved from liability.

4. ***Expenses*****.** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorneys' fees, lay and expert

witness fees, court costs, and any similar expenses, incurred by the City in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute, regulation, or code applicable to the Contractor or its operations;

7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Contractor, and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. ***Convicted Felon Statement.*** The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. ***Non-Solicitation Statement.*** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. ***Employee Verification*****.** The Contractor swears that: (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations, warranties, expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. ***Administration*****.** The City will:

1. Administer this Agreement through the New Orleans Health Department (NOHD);

2. Provide the Contractor all documents necessary for the Contractor's performance of any work required under this Agreement; and

3. Provide reasonable access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

B. ***Payment*****.** The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of complete and accurate invoices; and (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set-off any amounts due to the Contractor with any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or

omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

7. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. *Rate of Compensation*.

1. The City will pay the Contractor as set forth in the budget attached hereto as *Exhibit B*.

2. Any line-item budget modification of more than 10%, including the addition or subtraction of any line item, must be approved in writing by NOHD.

3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

4. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

5. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. *Maximum Amount*. The maximum aggregate amount payable by the City under this Agreement is $2,500,000.00.

ARTICLE V - DURATION AND TERMINATION

A. *Initial Term*. The term of this Agreement shall be for three (3) years, beginning on the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. *Extension*. This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for 4 additional one-year terms.

C. *Termination for Convenience*. The City may terminate this Agreement at any time by giving the Contractor at least 30 calendar days written notice of the termination.

D. *Termination for Non-Appropriation*. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice; and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. *Termination for Cause*. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code Section 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

F. *Suspension*. Notwithstanding the article on Force Majeure, the City may suspend this Agreement at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the City.

ARTICLE VI - PERFORMANCE MEASURES

A. *Factors*. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. *Failure to Perform*. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Contractor.

ARTICLE VII – LIVING WAGES

A. *Definitions*. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. *Compliance*. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");

2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. *Living Wage*. In accordance with the Living Wage Ordinance, Living Wage shall be $15.56 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. *Adjusted Living Wage*. In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. *Subcontract Requirements*. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. *Reporting*. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. *Compliance Monitoring*. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. *Remedies*. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE VIII - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

A. *In General*. The Contractor agrees to abide by the City Code Sections 70-456, *et seq*., to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. *Monitoring*. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

3. Routine audits of contract payments to all subcontractors;

4. Reviewing of records and reports; and/or

5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. *Cooperation*. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

2. Execute written contracts with DBE Entities that meet the applicable DBE goals.

a. The Contractor shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Contractor.

b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Contractor shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee, and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. ***Post-Award Modification*****.** The OSD may grant a post-award modification request if:

1. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

2. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE IX - NON-DISCRIMINATION

A. ***Equal Employment Opportunity*****.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental

disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. *Non-Discrimination*. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. *Incorporation into Subcontracts*. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. *Termination for Breach*. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE X - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status*. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. *Exclusion of Worker's Compensation Coverage*. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. *Exclusion of Unemployment Compensation Coverage*. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. ***Waiver of Benefits*****.** The Contractor, as an independent contractor, will not receive from the City any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XI – FORCE MAJEURE

A. ***Event*****.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice*****.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. ***Effect*****.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XII - NOTICE

A. ***In General*****.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested, as follows:

1. To the City:

Director of Health
City of New Orleans

1300 Perdido Street
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Contractor:

Alice Reiner
NO/AIDS Task Force DBA CrescentCare
1631 Elysian Fields Ave,
New Orleans, LA 70117

B. *Effectiveness*. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. *Notification of Change*. Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. *Amendment*. The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. *Assignment*. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. *Choice of Law*. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. *Compliance with City's Hiring Requirements – Ban the Box*.

1. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

4. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. *Conflicting Employment*. To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

F. *Construction of Agreement*. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. *Cost Recovery*. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

H. *Entire Agreement*. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

I. *Exhibits*. The following exhibits will be and are incorporated into this Agreement: *Exhibit A* – Contractor's Proposal and *Exhibit B* - Budget.

J. *Order of Documents*. In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; Exhibit A – Proposal; and Exhibit B – Budget.

K. *Jurisdiction*. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. *Limitations of the City's Obligations*. The City has no obligations not explicitly set forth

in this Agreement, any incorporated documents, or expressly imposed by law.

M. *No Third-Party Beneficiaries*. This Agreement is entered into for the exclusive benefit of the Parties and the Parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

N. *Non-Exclusivity*. This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement, and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. *Non-Waiver*. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

P. *Ownership Interest Disclosure*. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

Q. *Ownership of Records*. Upon final payment, all data collected and all products of work prepared, created, or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

R. *Prohibition of Financial Interest in Agreement*. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory

performance of the Agreement.

S. *Prohibition on Political Activity*. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. *Remedies Cumulative*. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

U. *Severability*. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

V. *Subcontractor Reporting*. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

W. *Survival of Certain Provisions*. All representations, warranties, and obligations concerning records retention, inspections, audits, ownership, indemnification, payments, remedies, jurisdiction, choice of law, and shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

X. *Terms Binding*. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

NO/AIDS TASK FORCE DBA CRESCENTCARE

BY: _____
ALICE RIENER, CHIEF EXECUTIVE OFFICER

_____
FEDERAL TAX I.D.

[EXHIBIT A and B ATTACHED SEPARATELY]

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

NO/AIDS TASK FORCE, DBA CRESCENTCARE

Harm Reduction and Care Navigation Mobile Unit

ACKNOWLEDGEMENT: RECEIPT OF CONTRACT EXHIBITS

The Contractor, NO/AIDS Task Force, DBA CrescentCare, represented by Alice Reiner, Chief Executive Officer, acknowledges electronic receipt of the following exhibits, which are incorporated into this Agreement:

A. Contractor's Proposal dated February 12, 2025, and

B. Project Budget.

NO/AIDS TASK FORCE DBA CrescentCare

BY: _____

ALICE RIENER, CHIEF EXECUTIVE OFFICER

NO/AIDS TASK FORCE, DBA CRESCENTCARE

EXHIBIT A

[COVER PAGE]

EXHIBIT A

CrescentCare
A Partnership for Life

February 12, 2025

Dear City of New Orleans Health Department:

Please accept this application and letter of commitment from CrescentCare for the Harm Reduction and Care Navigation Mobile Unit. This comprehensive proposal brings together the strengths and resources of the following partnering organizations: CrescentCare (lead applicant), VOASELA, VIA LINK, and Trystereo. We further commit to working with the informal partners Freestanding Communities and the Harry Tompson Center.

CrescentCare has served the New Orleans community for 42 years and has extensive experience in harm reduction programs. Today CrescentCare offers a wide range of health care services including primary medical care, mental health, substance use, dental services, a large syringe exchange program, and HIV and STD education and testing services. CrescentCare serves approximately 13,000 patients per year. CrescentCare also offers an array of support services including medical and non-medical case management, linkage to care, housing services, food programs, peer support services, emergency financial assistance, transportation, early intervention services, legal services and medication assistance. CrescentCare also provides services via telehealth for both primary care and mental health care. CrescentCare has a strong history of working with the City on many programs.

This robust and diverse team brings significant expertise and comprehensive resources to this project and the partners have substantial experience in harm reduction services. These six partners already work together and this synergy will help ensure this project is a success by leveraging all of their resources. The partnering organizations serve many thousands of individuals each year and have broad reach with their programs. In addition, all partners already have developed trust within the impacted community that can be deepened and expanded with this project.

CrescentCare looks forward to this opportunity to work with these partners to address overdose deaths in New Orleans and provide harm reduction services through a Care and Navigation Mobile Unit. Thank you for your consideration of our team's proposal.

Sincerely,

Alice Riener
Chief Executive Officer

1. **<u>PROJECT NARRATIVE:</u> Please respond to the prompts below regarding your agency's experience providing person-centered services to individuals who use drugs.**

A. Organizational Experience of each Agency and Their Conceptual Approach to Service Delivery

The applicant team is as follows: CrescentCare, Volunteers of America Southeast Louisiana (VOASELA) Services, VIA LINK, and Trystereo. In addition to the formal partners, the project is also partnering with Freestanding Communities and the Harry Tompson Center. This robust and diverse team brings significant expertise and comprehensive resources to this project and the partners have substantial experience in harm reduction services. These six partners already work together and this synergy will help ensure this project is a success by leveraging all of their resources. The partnering organizations serve many thousands of individuals each year and have broad reach with their programs. In addition, all partners already have developed trust within the impacted community that can be deepened and expanded with this project. CrescentCare is the lead agency and information on each agency is summarized in the following sections:

CrescentCare

CrescentCare (previously NO/AIDS Task Force) was founded in 1983 in response to the AIDS epidemic in New Orleans. Over the past 42 years the agency has demonstrated its capacity as it has added many services to meet the needs of the New Orleans community. The mission of CrescentCare is "Strengthening our entire community through whole-person healthcare and education." Our vision is "A community without barriers to care, where all people have the power to be healthy and whole".

CrescentCare became a Federally Qualified Health Center (FQHC) in 2013 and today offers a wide range of health care services including primary medical care, mental health, substance use, dental services, a large syringe exchange program, and HIV and STD education and testing services. CrescentCare serves approximately 13,000 patients per year. CrescentCare also offers an array of support services including medical and non-medical case management, linkage to care, housing services, food programs, peer support services, emergency financial assistance, transportation, early intervention services, legal services and medication assistance. CrescentCare also provides services via telehealth for both primary care and mental health care.

CrescentCare has substantial experience in working with individuals who use drugs. In response to the growing opioid epidemic, CrescentCare implemented its New Orleans Syringe Access Program (NOSAP) in 2013. NOSAP provides sterile injection syringes, harm reduction information, including safe injection practices, condoms, rapid HIV, HCV, and syphilis testing, referrals to drug rehabilitation/detoxification, referrals and linkage to MAT and other medical care, and referrals to other services to decrease the risk of HIV, HCV, and mitigate other health risks from injection drug use. NOSAP also provides Naloxone training/distribution and about 50 kits are distributed weekly. NOSAP also provides HIV and HCV testing every Friday during operating hours. CrescentCare distributes over 1 million syringes a year.

CrescentCare's MAT services include using buprenorphine for the maintenance treatment of opioid use disorder in combination with comprehensive OUD psychosocial services, including counseling, behavioral therapies, experiental groups, RSS, and other clinically-appropriate services. CrescentCare has two psychiatrists on staff, two on contract and employs two psychiatric nurse practioners. In addition to the psychiatrists, ten of CrescentCare's primary care providers prescribe buprenorphine. CrescentCare has a comprehensive team of additional mental health providers including counselors, therapists, and psychologists to provide the array of mental health services. CrescentCare conducts clinical assessments to determine patients meeting the diagnostic criteria for OUD relative to MAT, including determination of opioid dependence, a history of opioid dependence, or high risk of relapse. All primary care patients are screened for OUD and all with the diagnostic criteria for MAT are offered MAT services. All individuals accessing syringe services at CrescentCare's Syringe Access Program are referred to primary care and if they elect to receive primary care services they are screened for OUD and MAT.

CrescentCare also offers an intensive outpatient addiction recovery program designed to provide a high level of support and structure while allowing individuals to continue living their daily lives. The program includes a combination of individual therapy, group counseling, and holistic therapies. We also provide access to resources such as support groups and aftercare planning to ensure that patients have the tools they need to maintain their recovery after the program is complete. CrescentCare also offers drop in hours for initiating MAT that do not require an appointment and are open to anyone whether or not they are an established patient.

CrescentCare is in the process of becoming a Certified Community Behavioral Health Center with a large array of mental health services. CrescentCare has strong experience in providing integrated care and has outstanding staff capabilities. Many of CrescentCare's mental health staff have received specialized suicide prevention and intervention training and several are certified as train-the-trainers. In addition to its in-house behavioral health services CrescentCare contracts with the Metropolitan Human Services District for crisis services.

CrescentCare is recognized by the National Commission on Quality Assurance (NCQAA) for its Patient Centered Medical Home care. All clinics are CARF accredited and CrescentCare is licensed by the state for its behavioral health services and case management services. CrescentCare has a long history of serving some of the most vulnerable individuals in New Orleans who have multiple chronic diseases as well as mental conditions.

CrescentCare has two mobile units that are primarily used for prevention activities such as education and outreach, STD and HIV testing, health fair events at different locations in the New Orleans community, and were used extensively for pop-up events during the COVID-19 pandemic. CrescentCare's large mobile health care van called the "CareVan" was personally donated to CrescentCare by Elizabeth Taylor in 2006 in the wake of Hurricane Katrina. The CareVan is an officially approved HIV testing site by the Louisiana Office of Public Health, so it can bring services anywhere needed in the greater New Orleans area. CrescentCare has extensive experience in providing mobile services to clients during nontraditional hours and at many locations in the community through the CareVan.

The large unit is now almost 20 years old and is expensive to maintain and operate as it reaches the end of its useful life. CrescentCare's smaller cargo van is a 2017 RAM Promaster (195-251″ L x 80″ W x 92-104″) van which has the current capability to provide prevention and testing activities and which will be utilized for this project. The van will be retrofitted for this project to provide for cold storage of some medications and supplies and other modifications. The smaller vehicle has proven more flexible and nimble for providing services in the community.

Volunteers of America Southeast Louisiana (VOASELA)

Since 1896 Volunteers of America Southeast Louisiana (VOASELA) has supported people's health and human services needs in New Orleans. VOASELA offers a comprehensive array of services to support individuals and families across 16 parishes in southeast Louisiana. Their programs are designed to address specific community needs and promote healthy communities for all people. Key services include:

- Behavioral Health Services: VOASELA provides innovative support for individuals with chronic or severe mental illnesses and co-occurring disorders, ensuring they can live independent, meaningful lives.
- Children and Family Services: High-quality, innovative programs offer a continuum of care for disadvantaged and disconnected children and youth, including prevention, early intervention, crisis intervention, and long-term services.
- Housing: As a leader in supplying affordable housing, VOASELA addresses the scarcity of such options throughout south Louisiana, providing safe and affordable living spaces for those in need.
- Intellectual and Developmental Disabilities Support: The organization assists individuals with intellectual and developmental disabilities in achieving their highest level of independence through tailored support services.
- Substance Recovery Services: VOASELA offers programs to help individuals overcome addiction and substance use disorders, supporting them on their journey to recovery.
- Senior Services: Recognizing the importance of independence for seniors, VOASELA provides home modifications for safety, affordable apartment communities with service coordination, and opportunities for seniors to stay engaged in the community.
- Veteran Services: Dedicated programs assist veterans in transitioning back to civilian life by helping them find housing and employment opportunities.

Through these diverse programs, VOASELA empowers individuals to overcome challenges, build skills, and achieve self-reliance, thereby strengthening the communities they serve.

VIA LINK

VIA LINK's history can be traced back to the formation of the Information and Referral service as a response to community needs and the first publication of the directory of social services in 1928. In 1936, a group of community activists joined together to provide community service by serving as volunteers in social service organizations. After the end of World War II in 1945, the Community Volunteer Service was established as an organization to support and demonstrate the impact that individuals and groups could have in improving the community.

These two organizations, the Information and Referral Service and the Community Volunteer Service, were consolidated in 1972 under the umbrella of a single agency and renamed the Volunteer and Information Agency (VIA). The agency's vision was that VIA LINK would be the information hub for social services in the New Orleans area of southeast Louisiana.

In 2002, the National Suicide Prevention LIFELINE was created and VIA LINK became a certified LIFELINE provider, which is now accessed by dialing 9-8-8. VIA LINK remains a partner and provider of the LIFELINE, serving all of Louisiana. VIA LINK is accredited by the American Association of Suicidology and INFORM USA. In 2001, VIA LINK added the 3 digit 2-1-1 dialing code making it easy to access the agency's services. In addition to 2-1-1 and 9-8-8, VIA LINK created the statewide Teen Crisis Text Line (1-833-TXT-TEEN) in 2014 to provide emotional and mental health support to all Louisiana youth aged 13-22 free of charge. Since its conception, the Teen Crisis Textline has documented over 6,000 Texting reports from Orleans Parish and averaged 700 conversations a year.

VIA LINK's crisis intervention and information and referral phone and chat lines are available 24/7, 365 days per year. All lines are confidential and are answered by a trained contact center specialist to help get individuals to the resources and services they need to maintain an internal locus of control. Through these services VIA LINK's works to provide crisis support, connect people to resources and services, and provide vital data and trend information to ensure policies and programs meet community needs. VIA LINK works with approximately 7,000 individuals a month through its various crisis and helplines and another 2,000 homeless individuals each year with its Care Navigation and HMIS programs.

VIA LINK provides crisis support, connects people to resources and services, and provides vital data and trend information to ensure policies and programs meet community needs. VIA LINK's work in advocating for and assisting Southeastern Louisiana communities is supported by our contact center, our HMIS (Homeless Management Information Systems) department, and our data and resource team, (as well as a small administrative staff). The contact center is staffed 24/7, 365 days a year, and is overseen by a team of supervisors who have clinical and social work training and licensures. VIA LINK's contact center facilitates the region's largest and most comprehensive 2-1-1 program, and also is also responsible for answering regional calls to the National Suicide Prevention Lifeline. The contact center can be reached any time through a phone call, a text, or an online chat - this includes VIA LINK's dedicated Parent line/Child Abuse Prevention Hotline, Teen Crisis Textline, and Opioid Help Line.

Currently VIA LINK has over 4,000 resources available for individuals and families who call us, and the list grows more accurate and expansive every day through the work of VIA LINK's resource department. The resource and data team is committed not only to collecting and vetting resources, but also to compiling, analyzing, and disseminating data to relevant organizations so that city and state policies and programs can be improved and shaped to serve all Southeastern Louisiana people. VIA LINK has multiple dashboard which provide extensive data and information.

VIA LINK's HMIS (Homeless Management Information Systems) department administers a database to collect client-level information from those who are homeless and those who are at risk of becoming homeless. The HMIS team supplies data analysis and reporting services to service providers and federal stakeholders in order to optimize data management and improve the continuum of care that is critical to the long-term well-being of homeless individuals. The HMIS database and team also keep track of all homeless and runaway youth.

Accurate data plays an important role in helping to design and evaluate homeless services. The information collected through HMIS creates a narrative on the past and current experiences of households dealing with homelessness or at risk of becoming homeless. If gathered widely and interpreted accurately, data can lead to deeper insights and result in appropriate community responses. VIA LINK oversees the HMIS system on behalf of the UNITY of Greater New Orleans Continuum of Care, which is a collaboration of over 120 programs that serve the homeless. VIA LINK acts as a liaison between these programs and government agencies to ensure that homelessness data is accurate and readily available. By managing the HMIS system we ensure that the Continuum of Care complies with HUD's data collection and reporting requirements.

Trystereo

Trystereo is an all-volunteer harm reduction collective based in New Orleans. Trystereo was founded in 2011 to affirm the dignity of people who use drugs and to address limited harm reduction resources in southeast Louisiana. Trystereo operates a mobile and street-based syringe access program that provides fresh syringes and injection supplies, wound care kits, naloxone, education, and linkage to care. Trystereo also provides trainings and capacity building support to service providers and other organizations looking to improve and strengthen their work with people who use drugs. Trystereo is fiscally sponsored by Points of Distribution, a 501c3.

One of Louisiana's largest syringe service programs, Trystereo distributed over 700,000 syringes and 25,000 doses of naloxone in 2024. Between two street-based drop-ins and Trystereo's mobile supply delivery service, the collective averages 300 participant encounters per week and over 14,000 encounters with PWUD annually. Trystereo operates two fixed drop-ins in New Orleans, one on Monday nights from 5:30 - 7:00 in the Lower Ninth Ward, and one on Tuesdays from 3 - 4 PM at Duncan Plaza in front of City Hall. Trystereo also operates a text hotline to coordinate supply delivery for individuals unable to access drop-in services during traditional healthcare service hours or who are unable to travel. Through these drop-ins and the hotline Trystereo provides many harm reduction and wellness supplies, including but not limited to, sterile syringes, safe injection supply kits, wound care kits, naloxone kits (intramuscular and nasal), fentanyl and xylazine test strips, condoms and lubricant, sharps containers, educational materials, socks, and bottled water and snacks. Since January 2023, Trystereo has partnered with Freestanding Communities, a local medical non-profit, which provides free wound care and basic primary care on-site at both Trystereo drop-ins, and links community members to MAT and other medical services, including HIV and HCV testing and primary care services.

Other Partners In addition to the formal project partners, Freestanding Communities and the Harry Tompson Center have provided a letter of support for the project and both organizations will provide in-kind assistance.

Freestanding Communities

The Freestanding Communities program is a volunteer team of medical professionals, community health advocates, and volunteers who are dedicated to removing barriers to care and meeting participants where they are physically, emotionally, and financially. Its purpose is to build stronger roots within the community and serve as an additional pathway to primary care with physicians in the area. Freestanding Communities provides assistance by, with, and through its Community Health Advocates (Volunteers) and delivers free health clinic sessions, point of care health and wellness screenings, direct wound care, patient advocacy, and health education clinics (CPR, First Aid, Opioid Reversal, etc.). Its team of Community Health Advocates consist of compassionate healthcare professionals and those aspiring to work in the health/medical field. The entire team is trained and certified to perform within their scope. Freestanding Communities delivers services 5-7 days per week, both unilaterally at its Community Health Points around the City, as well as with Community Partners such as the LSU Student Run Community Clinics, etc. to deliver these services to those in need. Freestanding Communities is a relatively new program and is growing exponentially. In 2023, they completed 2,103 patient contacts and in 2024 completed 3,916 patient contacts.

Harry Tompson Center

The Harry Tompson Center is a low barrier day center that focuses on providing hygiene, health, housing navigation, and hospitality services to unhoused or unstably housed individuals. They believe in meeting the needs of their guests in a way that offers compassion, dignity, and respect. For hygiene services, the Center has showers, sinks, restrooms, and within the next month will have guest laundry services. The Center distributes hygiene items such as soap, shampoo, razors, lotion, deodorant, as well as socks and underwear when it has the supplies.

For medical services, the Center partners with Freestanding Communities which comes twice a week as a health point for guests. The Center also hands out over the counter medicine like acetaminophen, ibuprofen, cough drops, band aids, and ointment. For housing navigation, the Center has three housing navigators that primarily work with chronically homeless individuals, helping them gather the appropriate documentation needed for Permanent Supportive Housing referrals. The Center stresses hospitality in provision of all its services and wants people to feel welcomed when they walk into the Center's space. The Center has a courtyard area where people can relax while they wait for other services or just have somewhere to rest. The Center offers wifi, a phone room, and has phone lockers to charge people's phones.

The Center also partners with outside agencies to bring as many services as possible to its guests. For example, Bridge House Grace House has an outreach worker that comes almost daily and connects people interested to substance use treatment. The Center averages between 100-200 people each day and in 2024, had over 4,800 unique individuals visit the Center. Their services will complement the project team's activities especially the importance of hygiene and wound care in relation to harm reduction The Center is a trusted, safe space at which individuals feel comfortable to receive services.

Describe the partnerships that each agency within the applicant team has developed with other community partners and how you envision that impacting your work on this project.

Each of the partnering organizations have extensive experience working with many other community partners and which will be impactful for this project are as follows:

CrescentCare has referral arrangements with a number of other providers such as University Medical Center, Tulane University and Louisiana State University School of Medicine (LSU). CrescentCare has contracted psychiatrists from Tulane and from LSU on site weekly. CrescentCare has a memorandum of agreement with MHSD in New Orleans for provision of crisis mental health services, including 24-hour mobile crisis teams, emergency crisis intervention services, and crisis stabilization. In addition, CrescentCare has relationships with many community-based organizations that can assist in getting the word out to the community about the project services and provide input on locations that would be impactful for the population to be served.

VOASELA has partnerships with numerous organizations including the Department of Veterans Affairs, the VA Medical Center, the Louisiana Department of Health (serving as a Harm Reduction Services Site and Medicaid Application Center), the Department of Children and Family Services to provide financial assistance application support, the Junior League of New Orleans as a Diaper Bank and Period Supply Distribution Site, and Saul's to provide a Little Library. VOASELA also has referral partnerships with Priority Healthcare and Tulane's Early Childhood Supports and Services. As outlined further, VOASELA also partners with LSU's Student Run Community Clinics and Freestanding Communities for clinics at The Terraces on Tulane, Wisdom Manor, and the Tulane Avenue Single Room Occupancy facility.

VIALINK's database of over 4,000 services with many community partners will help provide essential information to individuals to access those services. Trystereo works with Freestanding Communities, the Harry Thompson Center, and numerous other organizations.

In addition to the formal partners, Freestanding Communities works with a wide range of partnering organizations at its event sites including the Harry Tompson Center and Trystereo. The Harry Tompson Center partners with a number of outside agencies such as Bridge Grace House to bring as many services as possible to its guests.

B. Program Implementation and Staffing

Describe the applicant team's vision for this project:

The vision for this project combines the resources of the partners to provide harm reduction to individuals who use drugs and will provide for the maximum impact to reduce opioid deaths. The project's mobile approach at locations throughout the City and during nontraditional hours is designed to be flexible to the needs of multiple environments and communities. The project's partnerships will provide an integrated program, will improve communication between all community partners and allow for leveraging of our team resources to achieve the project goals. CrescentCare will be the lead agency and develop subcontracts with VOASELA, VIA LINK, and Trystereo and informal partnerships will be created with Freestanding Communities and the Harry Tompson Center.

The model will have the following components:

- Mobile unit deployment to neighborhoods with nontraditional hours building off Freestanding Communities existing 8 clinic sites in neighborhoods throughout New Orleans
- Provision of navigation, prevention, testing, and medical care with mobile unit. Also distribution of essential needs items like clothes, hygiene items, food, sterile water, etc.
- Crisis services through a dedicated VIA LINK hotline and through connection to VIA LINK's extensive database of organizations
- Syringe exchange services by Trystereo at mobile events.
- Syringe disposal services by CrescentCare.
- Enhanced care team communication between partners which will allow for significantly improved continuity of care for clients accessing services at multiple agencies
- Linkage to additional resources at partner organizations and also other community resources
- Transportation assistance for individuals needing transportation to clinics and other services.
- Skills trainings by Trystereo for team members around appropriate, mindful approaches to care for people who inject drugs in outreach/drop-in settings
- Coordinated services across the organizations through a project team and a project coordinator
- Sophisticated data systems and outcomes tracking

Additional information on the project components is provided in the following sections.

Mobile Unit and Services: CrescentCare's smaller van that will be retrofitted for use as the project's mobile unit. The unit will transport staff to the community sites, provide for cold storage of certain medications and supplies, and transport additional supplies for team use at the various sites. The mobile unit would be deployed throughout New Orleans to locations to reach individuals who use opioids. The mobile unit services will be provided at the current Freestanding Clinic sites at eight locations throughout the City to leverage the existing success of those clinics in reaching individuals in need of care. Freestanding Clinic providers will offer basic health and wellness services during these events such as blood pressure and diabetes screening, wound care, medication assistance, etc. The mobile unit would also host events at the Harry Tompson Center and individuals could access their services such as hygiene supplies, housing navigation, over the counter medications, and hospitality services. The van and mobile team will offer services above and beyond what Freestanding Communities currently offers such as enhanced access to wound care, additional primary care services, point of care/laboratory and testing, and access to medications.

In addition to deployment of the mobile unit to the Freestanding Communities eight sites which includes the site at Harry Tompson Center, the unit would also host additional events throughout the City. Location selections would be guided by data from VIA LINK that show areas where significant calls for opioid support, overdoses, and crisis services originate.

The mobile unit will be staffed by navigation, and prevention staff from CrescentCare who will offer navigation services to individuals, link them to additional services and a medical home at CrescentCare, provide HIV and STI testing services as well as educational information, and distribute supplies such as personal hygiene items. They will also assist individuals in linkage to eligibility staff at CrescentCare to help them enroll in health coverage and other public benefits. In addition to these services, once per week during nontraditional hours a provider team from CrescentCare will also staff the unit and provide basic medical services alongside the Freestanding Clinics providers.

The provider team can also assist in medication management and distribute medications through CrescentCare's existing partnership with Avita Pharmacy. It can be intimidating for some individuals to seek medication at brick and mortar pharmacies and there can be stigma involved and this service will help enable access to needed medications for these individuals. CrescentCare will use HIPAA compliant WiFi connections to make appointments out in the field in real time for clients who need to be linked to additional health care or prevention services and to connect them to additional community resources.

This will help expedite getting individuals into needed medical care based on test results or other screening conducted by the mobile unit staff and the partners. Transportation tokens will be provided as needed for individuals that need transportation assistance to services. CrsecentCare will also provide for syringe disposal services by including several 18 gallon storage bins on the mobile unit that will bring the syringes back to CrescentCare for safe disposal.

VOASELA will provide Community Outreach Workers at the events who will also work with individuals to link them to needed care to VOASELA services and provide education, information, and referrals to community resources that support health and wellness. These outreach workers will provide resource coordination, peer support where appropriate, assistance with addressing issues such as transportation, food security, obtaining needed items, and hands-on support accessing psychiatric care, medical care, housing, or securing benefits. They will also provide connections to recovery community supports, activities, and events.

The teams with the mobile unit will also connect individuals to VIA LINK crisis support services and the dedicated hotline. Materials on VIA LINK's extensive services database will be distributed by project staff**.** The mobile team will have access to VIA LINK's database to help in client referrals to community resources. VIA LINK maintains the state's largest database of health and human services resources, which can be used for making client referrals. It includes statewide behavioral health, mental health and substance use resources. This database is maintained by a team of three dedicated resource specialists who work under Inform USA's standards for information and referral databases, which helps to ensure the thoroughness and accuracy of the information within it.

Trystereo will host the mobile unit at its Monday and Tuesday drop-ins alongside Freestanding Communities. Trystereo will also create and facilitate skills trainings for team members around appropriate, mindful approaches to care for people who inject drugs in outreach/drop-in settings. They will further assist in identifying new drop-in sites and other desired services based on community input and will provide staff at additional collaborative drop-in sites.

The partners would work together to develop an outreach plan, locations, and a master schedule for the mobile unit to be deployed. A full time project coordinator at CrescentCare will provide for project coordination and administration.

How your team's collaboration will add value to this specific initiative

The team's collaboration will add substantial value to this initiative by allowing the leverage of multiple resources to provide the maximum benefit to individuals in need of services. The collaboration will allow for a wide array of services including medical, navigation, and prevention, and crisis services. The collaboration by multiple partners will increase visibility for the project and help individuals in the community become aware of the services. All the partners have broad reach and trust in the community and their combined services provide for a comprehensive approach to the project.

This project team will build on the strong existing trust each organization has in the community and their years of experience in working with harm reduction programs. The project will also result in extensive data sharing between these partners which will positively impact the service delivery and outcomes.

How each participating agency will contribute to the overall aims of the project

Each partner will contribute to the overall aims of the project as follows:

CrescentCare will be the lead agency and provide for overall project administration and coordination. CrescentCare will provide the mobile unit, the prevention, navigation, and medical staff for the unit and the supplies for the unit. CrescentCare's team on the mobile unit will provide linkage services to all of CrescentCare's clinic services and programs. The team will also conduct STI and HIV testing at the mobile unit events and provide medical services at after-hours events.

VOASELA will provide for three community outreach workers to participate in the mobile events and to provide services individuals to help link them to additional resources and provide education, information, and referrals to VOASELA service and programs as well as to community resources that support health and wellness. They will provide emotional peer support, assistance with such as things as transportation, obtaining needed items, and hands-on support accessing psychiatric care, medical care, housing, or securing benefits. They will also provide connections to recovery community supports, activities, and events.

VIA LINK will provide crisis support services and link individuals to resources and will create a dedicated hotline for the project. Materials on VIA LINK's extensive services database will be distributed by project staff. VIA LINK provides a number of 24/7 mental health and substance abuse phone, text and chat lines. This involves the 211 system, an opioid text line, and a teen crisis text line. VIA LINK will provide this hotline information to clients and use their lines to identify candidates for care navigation for the program. VIA LINK will also provide a dedicated line, in addition to vetting individuals through its 211 and other crisis lines. VIA LINK will provide a language translation line service that provides up to 180 languages.

The project team will work together to select a local phone number that will be easy for individuals to remember. VIA LINK will also provide data analysis and evaluation to assist in determining locations with high community need. VIA LINK will also create a specialized dashboard of project data for the partners to track project activities and outcomes.

Trystereo –will host the mobile unit at its Monday and Tuesday drop-ins alongside Freestanding Communities. Trystereo will also create and facilitate skills trainings for team members around appropriate, mindful approaches to care for people who inject drugs in outreach/drop-in settings. They will further assist in identifying new drop-in sites and other desired services based on community input and will provide staff at additional collaborative drop-in sites.

Freestanding Clinic providers will offer basic health and wellness services during the events such as blood pressure and diabetes screening, wound care, medication assistance, etc. The Harry Tompson Center will help individuals access their services such as hygiene supplies, housing navigation, over the counter medications, and hospitality services.

All partners will participate in coordination of the events including the locations and schedule. All partners will also work together to develop a system for tracking project activities and outcomes and will each provide data and metrics for services provided.

Your decision-making process within this partnership: How will the agencies resolve differences in opinion, vision, or conflicting values among partner agencies?

The project will be led and coordinated by CrescentCare. A project coordinator will be hired to manage all aspects of the project and coordinate with the partners. A project team will be created with representatives of each partnering organization. The project team will meet to develop the outreach plan and schedule activities and will work together to determine best allocation and deployment of project resources. The team will also develop an evaluation plan and measures to be used and provide data as needed on their organization's role and activities in the project.

If any differences in opinion, vision, or conflicting values arise they will be addressed by the whole team and a resolution developed. These partnering organizations have worked together for many years and have good working relationships.

Describe which agency within the applicant team will take on which role: Who is the Lead Agency and who are the partners? What will each agency be responsible for?

CrescentCare will be the lead agency and the partners are VOA, VIALINK, and Trystereo. The responsibilities of each agency are provided in the following table.

Organization	Role	Responsibilities
CrescentCare	Lead agency	Provide for overall project administration and coordination. Develop and execute subcontracts with VOASELA and VIA LINK. Provide mobile unit and ensure retrofitting is completed to enable services for the project. Provide medical, navigation, and prevention staffing for the mobile unit. Lead development of outreach materials. Purchase medical and other supplies for mobile unit. Coordinate evaluation efforts for project with VIA LINK systems. Ensure all required project reporting is completed.
VOASELA	Partnering agency	Provide for three community outreach workers to participate in the mobile events. Provide services to individuals to help link them to additional resources and provide education, information, and referrals to community resources that support health and wellness. Provide emotional peer support, assistance with such as things as transportation, obtaining needed items, and hands-on support accessing psychiatric care, medical care, housing, or securing benefits. Provide connections to recovery community supports, activities, and events.
VIALINK	Partnering agency	Provide crisis support services and the dedicated hotline system to link individuals to resources. Provide materials on VIA LINK's extensive services database to be distributed by project staff. Provide data analysis and evaluation to assist in determining locations with high community need. Provide a dashboard of project data for the partners to utilize in tracking activities and outcomes.
Trysteo	Partnering agency	Host the mobile unit at its Monday and Tuesday drop-ins alongside Freestanding Communities. Create and facilitate skills trainings for team members around appropriate, mindful approaches to care for people who inject drugs in outreach/drop-in settings. Assist in identifying new drop-in sites and other desired services based on community input and provide staff at additional collaborative drop-in sites.

As noted, Freestanding Clinic providers will offer basic health and wellness services during the events such as blood pressure and diabetes screening, wound care, medication assistance, etc. The Harry Tompson Center will help individuals access their services such as hygiene supplies, housing navigation, over the counter medications, and hospitality services.

What are the expected hours of operation? If 24/7 services aren't possible, how will the unit operate to provide access to individuals outside of normal business/clinic hours?

The project team does not believe that it is financially viable to operate the mobile unit 24/7. However, the team understands the need to operate the unit outside of traditional business/clinic hours to provide the needed community access. The project team will develop a deployment plan that will include a minimum of one event per week that is conducted at community locations outside of regular business hours such as evenings and weekends and in partnership with the Freestanding Clinic events. This will allow for many events throughout the City in high need neighborhoods. The Freestanding Clinic event schedule is as follows:

Monday	Tuesday	Wednesday	Thursday	Friday
12pm - 4pm (Arthur Monday Multipurpose Center - West Bank)	9am - 1pm (Harry Tompson (Rebuild) Center)	6:30am - 8am (Grace At The Green Light/St. Jude - French Quarter)	9am - 1pm (Harry Tompson (Rebuild) Center)	6:30am - 8am (Grace At The Green Light)
5:30pm - 7:30pm (Fred Hampton Free Store - Lower Ninth Ward)	3pm - 5pm (Duncan Plaza/Downtown Library - Central Business District)	4:30pm - 7:30pm (Duncan Plaza/Downtown Library) This program is delivered every other week.	5pm - 8pm (VOA - Terraces)	
	5pm - 8pm (VOA - Single Room Occupancy Residential Center - Central City)			
	5pm - 8pm (VOA - Wisdom Manor Senior Living - Hollygrove). This program is delivered every other week.			

Freestanding Communities also supports the Transitional Center on Monday, Wednesday, and Friday. The Transitional Center is a temporary facility which houses over 100 unhoused members of the community. It was opened on January 15th by the Governor's office, in preparation of the Superbowl and Mardi Gras seasons and to provide wraparound services for those who need them. Freestanding Communities has been providing services at the Transitional Center since January 17th to provide an immediate gap to care experienced by those who have been displaced by the sweeping operations. At the Center they provide linkages to care and assist with establishing permanent care with Primary Care Providers in the area. In addition to the Freestanding Communities event schedule, Trystereo also hosts an evening event on Mondays from 5:30-7.

The project team will work together to develop the schedules for the mobile unit deployment in conjunction with these existing events and will also add additional events as appropriate throughout the project. The team will also leverage the data from VIALINK to identify other high impact areas for additional outreach events. The experience of the partners involved has shown consistency in time and location is key for client buy-in, so locations will be chosen with an ongoing commitment to longitudinal care in mind.

Describe your outreach strategy for client engagement and utilization of the unit. How will you ensure equitable access to the unit and connect with individuals who are disengaged with traditional services? How will you ensure you meet the target goal of 1,500 individuals engaged with per year?

The outreach plan will be as follows:

- Each agency will conduct client outreach using their internal mechanisms through their programs as well as through their existing network of community organizations that can help reach individuals who are disengaged with traditional services.
- Posters and flyers will be disseminated a week in advance of each mobile unit event in the neighborhood where the unit will be scheduled to provide services.
- CrescentCare’s NOSAP program which serves hundreds of individuals each week who use opioid drugs will be utilized to disseminate information about the mobile unit services and CrescentCare will also solicit ideas on locations and outreach mechanisms from clients who utilize NOSAP.
- VIA LINK will provide information about the mobile events with its many partnering agencies who can share the information with their clients.
- Information will also be provided to the City on all event schedules. The project navigators will also communicate with local shelters and ERs.

The project partners all have an extensive reach and has strong experience in understanding where to reach disengaged individuals. For example, Trystereo averages 300 participant encounters per week and over 14,000 encounters with PWUD annually. Freestanding Communities already has a reach of almost 4,000 individuals per year and is rapidly growing. The Harry Tompson Center has a reach of 4,800 individuals per year.

The team will be able to reach or exceed the project goal of 1,500 individuals through its leveraging of resources and outreach strategies. By providing and maintaining consistency in staffing and locations it will help to engender community trust and reliability. With the expanded services available through the team's mobile unit it is anticipated that at least 50 individuals will be reached each week through the mobile services.

Outline your staffing model:

How many individuals will staff the unit and what will their responsibilities be?

The mobile unit will be staffed as follows:

Organization	Position	Responsibilities
CrescentCare	Prevention outreach specialist (1.0 FTE)	Provide prevention and HIV/STI testing services. Disseminate prevention materials and educational information. Serve as driver for the mobile unit.
	Navigator (2.0 FTE)	Provide linkage to needed services and programs. Assist individuals in scheduling appointments at CrescentCare. Also assist in coordinating with medical or other services outside of CrescentCare.
	Physician (.5 FTE)	Provide medical services with mobile unit including basic medical care, medication assistance, lab ordering and monitoring.
	Medical Assistant (.5 FTE)	Assist physician with provision of basic medical care with the unit.
	Project Coordinator (1.0 FTE)	Provide for overall project coordination and management. Lead team meetings and ensure schedules for the mobile unit are developed and shared with all partners. Manage and coordinate supplies. Prepare project reports.
VOASELA	Community outreach worker (3 individuals for a total of 1.7 FTE) Community outreach worker supervisor (.15 FTE)	Provide services to individuals to help link them to additional resources and provide education, information, and referrals to community resources that support health and wellness. Supervisor will provide required supervisory and administrative support to community outreach workers.

VIA LINK	Various staff	Provide crisis support services and the dedicated hotline system to link individuals to resources. Provide materials on VIA LINK's extensive services database to be distributed by project staff. Provide data analysis and evaluation to assist in determining locations with high community need. Provide a dashboard of project data for the partners to utilize in tracking activities and outcomes.
Trystereo	Volunteers	Volunteers will host the mobile unit at its Monday and Tuesday drop-ins alongside Freestanding Communities. Create and facilitate skills trainings for team members around appropriate, mindful approaches to care for people who inject drugs in outreach/drop-in settings. Volunteers will also assist in identifying new drop-in sites and other desired services based on community input and provide staff at additional collaborative drop-in sites.

When the mobile events are scheduled with the Freestanding Communities events, their volunteers will provide a team of medical professionals to provide services. In addition, when events are held at the Harry Tompson Center, their staff will provide supportive services for the event such as distribution of supplies and will offer their facilities to individuals. CrescentCare will also provide medical staff at certain after hours mobile events.

How do you plan on incorporating people with lived experience into your staffing model?

A number of CrescentCare employees have lived experience as do employees of the project partners. CrescentCare values the perspective of lived experience and it is a preferred qualification in the job descriptions for many staff positions in prevention and navigation services. As an all-volunteer collective, Trystereo has no paid staff and is made up of community members committed to harm reduction. As of 2023, 86 percent of Trystereo volunteers identified as people who currently or formerly used drugs, and 33 percent reported having experienced homelessness. VOASELA's peer support staff also bring lived experience to the project.

What types of training will be expected for staff to complete?

Trainings that staff will receive include the following: HIPAA, required OSHA trainings, Living Works ASIST suicide prevention training, cultural competency, mental health first aid, and HIV testing/counseling. In addition, Trystereo will provide skills training for team members around appropriate, mindful approaches to care in the outreach/drop in setting, leveraging their extensive experience working with individuals who inject drugs.

How will you ensure staff are culturally competent and represent the communities they serve?

CrescentCare has been a long time leader in ensuring cultural competence of its staff and provides cultural awareness training for all staff. CrescentCare strives to reduce health care disparities and serve all patients respecting language, beliefs, norms, values, and socioeconomic factors. CrescentCare has several bilingual staff and also utilizes a language service for non-English speaking patients. CrescentCare is a leader in diversity and equity and has strong experience in conducting outreach to diverse populations in New Orleans to engage them in care. CrescentCare is a trusted long time provider of services in these low income neighborhoods in New Orleans.

CrescentCare provides person-centered self-management support that is adapted to culture, socioeconomic, and life experiences of the patient. The other project partners are also committed to cultural competence. VOASELA is committed to ensuring culturally responsive care in all of its programs and services. VOASELA's Family Focused Recovery program utilized the NIATx Foundation's evidence-based model to design, implement, launch, and revise their substance recovery services for pregnant and parenting mothers to ensure trauma-informed and culturally responsive care. Lessons learned from the NIATx Foundation will be revisited and applied to the work of the community outreach workers.

How will expectations across multiple agencies be communicated to staff members?

The project team will meet regularly to ensure that each partnering organization understands the project goals and requirements. The team will meet weekly in the early months of the project and then will meet monthly to ensure activities and outcomes remain on track.

How will you ensure staff are equipped to respond to people in crisis or in need of soft touch mental health support?

The CrescentCare and VOASELA staff for the mobile unit are trained to assist people in crisis or in need of soft touch mental health support by connecting them to various resources, including the VIA LINK hotlines as well as can connect individuals to emergency services or the crisis services of MHSD.

CrescentCare's Living works ASIST training and will also be available. CrescentCare can also connect individuals to behavioral health services at CrescentCare as well as MHSD for ongoing care as needed. Trystereo also has extensive experience in responding to people in crisis.

How will you provide linkages to care? In your response, consider not only client referrals, but how outside agencies will connect people to the hub.

The mobile unit staff from CrescentCare and VOASELA have extensive experience in providing linkages to care at their agencies and to other community resources. As noted, CrescentCare will use HIPPA compliant WiFi connections to make appointments out in the field in real time for clients who need to be linked to additional health care or prevention services and to connect them to additional community resources. This will help expedite getting individuals into needed medical care based on test results or other screening conducted by the mobile unit staff and the partners. CrescentCare will be doing on site primary medical care to meet immediate needs, assist with medication access, and coordinate with specialists. Information about the mobile unit activities and schedule will also be distributed to outside agencies such as local hospitals and jails so that they can connect individuals to the mobile events.

How will you track referrals and/or linkages? Please provide detail on how you will ensure that individuals seen at the mobile hub are able to successfully follow up and become engaged in longer term services.

Referrals and linkages will be tracked by CrescentCare navigation staff and VOASELA's outreach workers. After each mobile event, the various staff will complete a referral log. The staff will then follow up on each client to ensure they are successfully linked to needed services. As the project may also interact and support individuals who will not be comfortable sharing personal information there will also be a mechanism for logging participant interactions (deidentified), supplies distributed, etc.

VIA LINK maintains the state's largest database of health and human services resources, which could be used for making client referrals. It includes statewide behavioral health, mental health and substance use resources. This database is maintained by a team of three dedicated resource specialists who work under Inform USA's standards for information and referral databases, which helps to ensure the thoroughness and accuracy of the information within it. This database will allow tracking of referrals and linkages made by VIA LINK through their hotlines. VIA LINK's contact center specialists speak with tens of thousands of people a year in Greater New Orleans, providing them with emotional support and connecting them to resources. VIA LINK captures extensive data from this work, which sheds unique light on the needs and unmet needs of residents and how they vary by location, time, and demographic. Additionally, it collects unique data related to needs during events such as hurricanes, tornados, floods, saltwater intrusion, terrorist events, etc. It has experience layering its data with other data sets and can create data tools that can be used this program. VIA LINK has won national awards for its dashboards. For this project it will build dashboards that can be used for internal management oversight and external reporting for the program.

Weekly reports on the referrals and linkages from all sources will be prepared and provided to the project coordinator for sharing with the project team.

Describe your reporting structure: What will you need to ensure proper reporting across multiple agencies?

As noted, CrescentCare will have an overall project coordinator. The project partners will report referrals, linkages, and other activities to the project coordinator on a weekly basis and the coordinator will prepare an overall weekly report to be shared with all partners. The VIA LINK dashboard will also provide project data for tracking activities and outcomes.

C. Timeline

Please provide an implementation timeline that outlines the following: Purchasing start-up equipment, Hiring Staff, Formalizing reporting expectations across agencies, Launching the intervention, Program monitoring, reporting, and evaluation

Project Activity	Timeline
Develop and execute subcontracts with VOASELA, VIA LINK, and Trystereo.	Month 1
Retrofitting of mobile unit for project, purchasing of supplies for mobile unit.	Months 1-2
Partners hire any additional staff and conduct any needed staff training. Project team established and meeting schedule developed.	Months 1-3
VIA LINK utilizes its database to determine high need areas and creates dedicated hotline and project dashboard.	Months 1-3
Project team meetings to develop outreach plan and deployment schedule and implement reporting system for mobile unit activities.	Months 1-3
Development of outreach materials for distribution throughout the community and with individuals receiving services through the project. Development of evaluation plan and measures to be used and implement tracking system for project data.	Months 2-3
Training provided by Trystereo to project team.	Months 3-4
Deployment of mobile unit to community locations and implementation of services by mobile unit team and partners.	Month 4-12, and all months in subsequent years
Project team meetings to review and monitor activities and make any needed adjustments	Weekly during Months 1-2 and monthly or as needed in following months.
Completion of any required reports to City	Months 1-12
Complete annual evaluation report on project.	Months 12, 24, 36

D. Letter of Commitment

i. If submitting a multi-agency application, attach a letter of commitment from each participating agency.

Please see the attachments for a letter of commitment from all four partner agencies.

In addition to the letters of commitment from the formal project partners, a letter of support is also included from Freestanding Communities and the Harry Tompson Center. Both organizations will be informal partners in the project and provide substantial resources.

BUDGET AND BUDGET NARRATIVE: Budget and narrative are shown below.

Budget for Harm Reduction and Care Navigation Mobile Unit						
CrescentCare	**Salary**	**FTE**	**Year 1**	**Year 2**	**Year 3**	**Total**
Project Coordinator	$ 70,000	1.00	$ 70,000	$ 70,000	$ 70,000	$ 210,000
Prevention outreach/education--also the driver	$ 55,000	1.00	$ 55,000	$ 55,000	$ 55,000	$ 165,000
Physician	$ 200,000	0.50	$ 100,000	$ 100,000	$ 100,000	$ 300,000
Medical Assistant	$ 43,000	0.50	$ 21,500	$ 21,500	$ 21,500	$ 64,500
Navigator	$ 55,000	2.00	$ 110,000	$ 110,000	$ 110,000	$ 330,000
Total salaries			$ 356,500	$ 356,500	$ 356,500	$ 1,069,500
Fringe benefits			$ 114,333	$ 114,333	$ 114,333	$ 343,000
Medical Supplies including medications @ $2,000/mo.			$ 24,000	$ 24,000	$ 24,000	$ 72,000
Outreach materials @ $500/mo.			$ 6,000	$ 6,000	$ 6,000	$ 18,000
Other supplies--personal hygiene, food, incentives, etc. @ $1,000/mo.			$ 12,000	$ 12,000	$ 12,000	$ 36,000
Travel tokens for clients @ 380 clients at $25 each			$ 9,500	$ 9,500	$ 9,500	$ 28,500
Lab costs @ $1,000/mo.			$ 12,000	$ 12,000	$ 12,000	$ 36,000
Mobile unit repairs and modification for project			$ 15,000	$ -	$ -	$ 15,000
Mobile unit gas, maintenance, ins. @ $1,000/mo.			$ 12,000	$ 12,000	$ 12,000	$ 36,000
Subtotal-CrescentCare			$ 561,333	$ 546,333	$ 546,333	$ 1,654,000
VIA LINK						
Resource database maintenance			$ 10,000	$ 10,000	$ 10,000	$ 30,000
Data collection and assessment			$ 10,000	$ 10,000	$ 10,000	$ 30,000
Dashboard creation and maintenance			$ 25,000	$ 7,000	$ 7,000	$ 39,000
Hotline creation and staffing			$ 55,000	$ 40,000	$ 40,000	$ 135,000
Total-Via Link			$ 100,000	$ 67,000	$ 67,000	$ 234,000
VOASELA						
Community Outreach Workers-1.7 FTE plus .15 Supervisor and associated fringe benefits			$ 113,700	$ 113,700	$ 113,700	$ 341,100
Other operating costs such as laptops, software and printers, cell phone, and supplies and materials, and administrative costs			$ 26,300	$ 26,300	$ 26,300	$ 78,900
Total-VOASELA			$ 140,000	$ 140,000	$ 140,000	$ 420,000
Trystereo						
Training for project staff			$ 16,000	$ 16,000	$ 16,000	$ 48,000
Supplies			$ 48,000	$ 48,000	$ 48,000	$ 144,000
Total-Trystereo			$ 64,000	$ 64,000	$ 64,000	$ 192,000
TOTAL--all partners			$ 865,333	$ 817,333	$ 817,333	$ 2,500,000

Budget Narrative

CrescentCare:

A total of $1,654,000 over three years is requested for CrescentCare as the lead agency. Project costs include:

Salaries-Funding of $1,069,500 over three years is requested for salaries including a project coordinator, prevention and navigation staff, and medical staff as follows:

CrescentCare	Salary	FTE	Year 1	Year 2	Year 3	Total
Project Coordinator	$ 70,000	1.00	$ 70,000	$ 70,000	$ 70,000	$ 210,000
Prevention outreach/education--also the driver	$ 55,000	1.00	$ 55,000	$ 55,000	$ 55,000	$ 165,000
Physician	$ 200,000	0.50	$ 100,000	$ 100,000	$ 100,000	$ 300,000
Medical Assistant	$ 43,000	0.50	$ 21,500	$ 21,500	$ 21,500	$ 64,500
Navigator	$ 55,000	2.00	$ 110,000	$ 110,000	$ 110,000	$ 330,000
Total salaries			$ 356,500	$ 356,500	$ 356,500	$ 1,069,500

Fringe benefits-A total of $343,000 over three years is requested for fringe benefits at a rate of 32 percent which includes FICA, health insurance, retirement, and workers' compensation.

Supplies-Supplies requested include medical supplies at $2,000 per month for a total of $24,000 each year, outreach materials at $500 month for $6,000 each year, Other supplies including personal hygiene items, food, incentives, etc. are requested at $1,000 per month each year.

Lab costs-Funding for lab costs are requested at $1,000 per month for each month for a total of $12,000 per year.

Transportation-Funding for client transportation assistance is requested at $9,500 each year based on assistance for 380 clients at $25 each.

Mobile Unit Costs-Funding is requested for retrofitting and repair of the CrescentCare van to modify it for use with this project at $15,000 which will include adding cold storage capability and other modifications to accommodate transporting of supplies, etc. Also requested is $1,000 per month for costs such as gas, maintenance, and insurance for the mobile unit.

Subcontracts

VIA LINK: A total of $234,000 over three years is requested for VIA LINK services including the following:

- Resource Database maintenance - $10,000 annually
- Data collection and assessment - $10,000 annually
- Dashboard creation and maintenance - $25,000 for first year, $7,000 per subsequent year for maintenance
- Hotline creation and staffing - includes acquisition of a dedicated phone number, training of staff, CRM software use, call report creation, and data storage, 24/7 staffing, providing language translation services, initial vetting callers for social determinants of health needs and providing resources, and providing supportive counseling. $55,000 first year, $40,000 subsequent years

VOASELA: A total of $420,000 over three years is requested for VOASELA to provide for three community outreach workers (1.7 FTE outreach workers plus .15 supervisor) for the mobile unit activities including their salaries and fringe benefits. Also requested is funding for other operating costs for the outreach team such as laptops, software and printers, cell phone, and supplies and materials, and administrative costs.

TRYSTEREO: A total of $192,000 is requested for Trystereo over three years which includes $16,000 per year for provision of staff training for the project, and $48,000 per year for syringe access supplies.

EVALUATION PLAN:

Describe the method(s) of evaluating success of the proposed project and how community feedback will be incorporated into the model. Define the metrics that will be used to evaluate the program impact described in the project narrative. Include outcomes that align with the strategic aim of this NOFA. Provide a dissemination plan for your program evaluation.

The project team will develop an evaluation plan to track project data and evaluate outcomes and the plan will be shared with the City to obtain their feedback and recommendations. One of the strengths of this project is the broad reach of the partners and their ability to collect substantial amounts of information and data. Anticipated project outcomes include:

- Reduced overdoses and overdose deaths. (Both publicly available data will be tracked as well as informal data from each project partner. For example, Trystereo maintains informal data on overdoses as does CrescentCare's NOSAP program. This self-reported data from the partners will allow for an expanded understanding of overdose information and will be available on a more timely basis than some publicly available data.)
- Increased number of individuals who are linked to and able to access health care services.
- Increased number of individuals who linked to and able to access supportive services.
- Improved health outcomes and continuity of care for individuals receiving services.
- Expanded availability and use of naloxone to prevent overdoses.
- Expanded distribution and disposal of syringes and supplies.
- Improved coordination of services between project partners.
- Expanded distribution of harm reduction supplies.

VIA LINK data systems will be used to track project activities and will incorporate data from the mobile unit activities and the partners. Anticipated measures to be used include:

- Number of individuals reached through mobile unit events including the number provided information, supplies, navigation/linkage, testing, and medical services.
- Number of individuals provided a medical home.
- Volume of crisis calls to VIA LINK dedicated hotline and number of referrals made to agencies in their database.
- Tracking of distribution of naloxone.
- EMS data on overdose calls.
- Public data on overdose deaths.

Community feedback from individuals receiving services from the project will be obtained through a simple survey administered by the navigation and linkage teams on the mobile unit. Individuals will be offered a small incentive such as a gift card for completion of the survey.

Community feedback will include quantitative measures on satisfaction with services and qualitative measures capturing recommendations for the partners to modify, improve, and/or expand services into the future.

The program results will be shared with the City and other community agencies after each year of the project. We will explore wider dissemination of research outcomes based on outcome data to ensure contribution to knowledge bases of evidence-based practices to further the goal of reducing opioid related deaths and reaching underserved communities.

VIA LINK

LISTENING • UNDERSTANDING • CONNECTING

LaVondra Dobbs
President & CEO

BOARD OF DIRECTORS

Beverly Gariepy
President

Artis Williams
Vice President

Robin Carruba
Secretary

Nancy Livaudais
Treasurer

William Kearney, IV
Past President

John Girault
Aaron Greenbaum
Michael Gretchen
Mark Hawley
Karl Lewis
Bonnie McCollough
Rachel Schwenk
Kimberly Smith
Rev. Gordon Taylor

February 11, 2025

Dear City of New Orleans Health Department:

Please accept this letter of commitment from VIA LINK to be a participating partner with CrescentCare in its application for the Harm Reduction and Care Navigation Mobile Unit. This comprehensive proposal brings together the strengths and resources of the following partnering organizations: CrescentCare (lead applicant), VIA LINK, Trystereo, and VOASELA. We further commit to working with the informal partners Freestanding Communities and the Harry Tompson Center.

VIA LINK is an information hub for social services in the New Orleans area offering several critical services. VIA LINK's crisis intervention and information and referral phone, text, and chat lines are available 24/7, 365 days per year and are overseen by a team of supervisors who have clinical and social work training and licensures. All lines are confidential and are answered by a trained contact center specialist to help get individuals to the resources and services they need.

VIA LINK works with approximately 7,000 individuals a month through its various crises and helplines and another 2,000 homeless individuals each year with its Care Navigation and HMIS programs. VIA LINK's contact center facilitates the region's largest and most comprehensive 211 program and also is also responsible for answering regional calls to the National Suicide Prevention Lifeline. The contact center can be reached any time through a phone call, a text, or an online chat - this includes VIA LINK's dedicated Parent line/Child Abuse Prevention Hotline, Teen Crisis Textline, and Opioid Help Line. Currently VIA LINK has over 4,000 resources available for individuals and families who call us. The resource and data team is committed not only to collecting and vetting resources, but also to compiling, analyzing, and disseminating data to relevant organizations so that city and state policies and programs can be improved.

For this project, VIA LINK will provide crisis support services and link individuals to resources and will create a dedicated hotline for the project. Materials on VIA LINK's extensive services database will be distributed by project staff. VIA LINK will also provide data analysis and evaluation to assist in determining locations with high community need. VIA LINK will also create a specialized dashboard of project data for the partners to track project activities and outcomes. VIA LINK will participate in all project meetings and provide data on all project activities provided by VIA LINK.

5001 Highway 190, Suite C-1 • Covington, LA 70433 | 2645 Toulouse Street • New Orleans, LA 70119
Office 504.895.5550 • Fax 504.265-8689 • VIALINK.org

VIA LINK looks forward to this opportunity to work with these partners to address overdose deaths in New Orleans and provide harm reduction services through a Care and Navigation Mobile Unit. Thank you for your consideration of our team's proposal.

Sincerely,

LaVondra Dobbs
President & CEO

S. Chuck Viator
Chairman

Voris R. Vigee
President & CEO

Board of Directors

Thomas J. McGoey, II
Chairman-Elect

Christy N. Ross
Secretary

Louis Colin
Treasurer

Alec Andrade
Brittny Barnes
Charique L. Richardson
Stephen Schrempp
Lynn E. Swanson
Michelle Treschwig, CPA
David P. Vicknair
Marjorianna Willman

Volunteers of America®

SOUTHEAST LOUISIANA

Volunteers of America Southeast Louisiana is accredited by CARF and ACA

FOUNDED 1870

Serving the Following Parishes
Assumption
Jefferson
Lafourche
Livingston
Orleans
Plaquemines
St. Bernard
St. Charles
St. Helena
St. James
St. John
St. Mary
St. Tammany
Tangipahoa
Terrebonne
Washington

February 12, 2024

New Orleans Health Department
1300 Perdido Street
Suite 8E18
New Orleans, LA 70112

Re: CrescentCare Letter of Commitment

Dear New Orleans Health Department:

Please accept this letter of commitment from Volunteers of America Southeast Louisiana (VOASELA), to be a participating partner with CrescentCare in its application for the Harm Reduction and Care Navigation Mobile Unit. This comprehensive proposal brings together the strengths and resources of the following partnering organizations: CrescentCare (lead applicant), VOASELA, and VIA LINK. We further commit to working with the informal partners Freestanding Communities and the Harry Tompson Center.

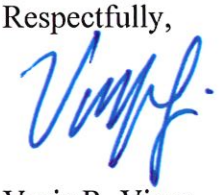
VOASELA offers a comprehensive array of services to support individuals and families across 16 parishes in south Louisiana. Our programs are designed to address specific community needs. Key services include:

- Behavioral Health Services: Support for individuals with chronic or severe mental illnesses and co-occurring disorders, ensuring they can live independent, meaningful lives.
- Children and Family Services: High-quality, innovative programs offer a continuum of care for disadvantaged and disconnected children and youth, including prevention, early intervention, crisis intervention, and long-term services.
- Housing: As a leader in supplying affordable housing, VOASELA provides safe and affordable living spaces for those in need.
- Intellectual and Developmental Disabilities Support: We assist individuals with intellectual and developmental disabilities in achieving their highest level of independence through tailored support services.
- Substance Recovery Services: VOASELA offers programs to help individuals overcome addiction and substance use disorders, supporting them on their journey to recovery.
- Senior Services: VOASELA provides home modifications for safety, affordable apartment communities with service coordination, and opportunities for seniors to stay engaged in the community.
- Veteran Services: Dedicated programs assist veterans in transitioning back to civilian life by helping them find housing and employment opportunities.

For this project, VOASELA will provide Community Outreach Workers at mobile unit events who will work with individuals to link them to services and provide education, information, and referrals to community resources that support health and wellness. The outreach workers will provide resources and referral, assistance with things such as transportation, obtaining needed items, and support accessing psychiatric care, medical care, housing, or securing benefits and will provide connections to recovery community supports, activities, and events. VOASELA will participate in all project meetings and provide data on all project activities provided by VOASELA.

VOASELA looks forward to this opportunity to work with these partners to address overdose deaths in New Orleans and provide harm reduction services through CrescentCares' Care and Navigation Mobile Unit. Thank you for your consideration of our team's proposal.

Respectfully,



Voris R. Vigee
President and CEO

February 12, 2025

Dear City of New Orleans Health Department:

Please accept this letter of commitment from Trystereo, fiscally sponsored by Points of Distribution, to be a participating partner with CrescentCare in its application for the Harm Reduction and Care Navigation Mobile Unit. This comprehensive proposal brings together the strengths and resources of the following partnering organizations: CrescentCare (lead applicant), VOASELA, VIA LINK and Trystereo. We further commit to working with the informal partners Freestanding Communities and the Harry Tompson Center.

Trystereo is an all-volunteer harm reduction collective based in New Orleans. Trystereo was founded in 2011 to affirm the dignity of people who use drugs and to address limited harm reduction resources in southeast Louisiana. Trystereo operates a mobile and street-based syringe access program that provides fresh syringes and injection supplies, wound care kits, naloxone, education, and linkage to care. Trystereo also provides trainings and capacity building support to service providers and other organizations looking to improve and strengthen their work with people who use drugs. One of Louisiana's largest syringe service programs, Trystereo distributed over 700,000 syringes and 25,000 doses of naloxone in 2024. Between two street-based drop-ins and Trystereo's mobile supply delivery service, the collective averages 300 participant encounters per week and over 14,000 encounters with PWUD annually.

For this project, Trystereo will host the mobile unit at its Monday and Tuesday drop-ins alongside Freestanding Communities. Trystereo will also create and facilitate skills trainings for team members around appropriate, mindful approaches to care for people who inject drugs in outreach/drop-in settings. We will further assist in identifying new drop-in sites and other desired services based on community input and will provide staff at additional collaborative drop-in sites. Trystereo will participate in all project meetings and provide data on all project activities provided by Trystereo. Points of Distribution will support Trystereo in this project as our fiscal sponsor.

Trystereo looks forward to this opportunity to work with these partners to address overdose deaths in New Orleans and provide harm reduction services through a Care and Navigation Mobile Unit. Thank you for your consideration of our team's proposal.

Sincerely,

Alix Jason, Collective Member, Trystereo



Shantel Davis, Executive Director, Points of Distribution



February 11, 2025

Dear City of New Orleans Health Department:

Please accept this letter of support from Freestanding Communities to be a participating partner with CrescentCare in its application for the Harm Reduction and Care Navigation Mobile Unit. This comprehensive proposal brings together the strengths and resources of the following formal partnering organizations: CrescentCare (lead applicant), VIA LINK, VOASELA, and Trystereo as well as the in-kind contributions of Freestanding Communities and the Harry Tompson Center.

The Freestanding Communities program is a volunteer team of medical professionals, community health advocates, and volunteers who are dedicated to removing barriers to care and meeting participants where they are physically, emotionally, and financially. Its mobile health literacy screenings are capable of delivering free preventative and health education clinics, point-of-care-screenings for conditions such as blood pressure, blood glucose, cholesterol, delivering take home pregnancy tests, and more. Its purpose is to build stronger roots within the community and serve as an additional pathway to primary care with physicians in the area. Services are offered at eight sites throughout New Orleans in high-need areas and a total of almost 4,000 individuals are served each year.

For this project, Freestanding Communities will share its schedule and locations of its various service sites throughout the City for coordination with the project team and the mobile unit. At its service sites, Freestanding Communities provision of medical services will augment the services provided by the mobile unit team. Freestanding Communities has extensive experience working in the neighborhoods throughout New Orleans that are high need areas for this project and is a trusted provider to the community. Freestanding Communities will provide information to the project team on its volume of services provided and the number of individuals serve and will participate in the project team's activities.

Freestanding Communities looks forward to this opportunity to work with these partners to address overdose deaths in New Orleans and provide harm reduction services through a Care and Navigation Mobile Unit. Thank you for your consideration of our team's proposal.

Best Regards,

Aquil Bey, NRP
Executive Director
Freestanding Communities

Harry Tompson Center

An Outreach of Jesuit Church

February 12, 2025

Dear City of New Orleans Health Department:

Please accept this letter of support from the Harry Tompson Center to be a participating partner with CrescentCare in its application for the Harm Reduction and Care Navigation Mobile Unit. This comprehensive proposal brings together the strengths and resources of the following formal partnering organizations: CrescentCare (lead applicant), VIA LINK, VOASELA, and Trystereo as well as the in-kind contributions of the Harry Tompson Center and Freestanding Communities.

The Harry Tompson Center is a low barrier day center that focuses on providing hygiene, health, housing navigation, and hospitality services to unhoused or unstably housed individuals. We believe in meeting the needs of their guests in a way that offers compassion, dignity, and respect. For hygiene services, the Center has showers, sinks, restrooms, and within the next month will have guest laundry services. We distribute hygiene items such as soap, shampoo, razors, lotion, deodorant, as well as socks and underwear when it has the supplies. For medical services, we partner with Freestanding Communities which comes twice a week as a health point for guests. We also hand out over the counter medicine like acetaminophen, ibuprofen, cough drops, band aids, and ointment. The Center has three housing navigators that primarily work with chronically homeless individuals, helping them gather the appropriate documentation needed for Permanent Supportive Housing referrals. We stress hospitality in provision of all our services and want people to feel welcomed when they walk into the Center's space which has a courtyard area where people can relax while they wait for other services or just have somewhere to rest. The Center offers wifi, a phone room, and has phone lockers to charge people's phones. We also partner with outside agencies to bring as many services as possible to its guests. For example, Bridge House Grace House has an outreach worker that comes almost daily and connects people interested to substance use treatment. The Center averages between 100-200 people each day and in 2024, had over 4,800 unique individuals visit the Center.

For this project, our services will complement the project team's activities especially the importance of hygiene and wound care in relation to harm reduction The Center is a trusted, safe space at which individuals feel comfortable to receive services. The Center will help distribute various supplies and provide information about the Center to individuals accessing services at the mobile unit. The Center will provide information to the project team on its volume of services provided and the number of individuals serve and will participate in the project team's activities.

The Harry Tompson Center looks forward to this opportunity to work with these partners to address overdose deaths in New Orleans and provide harm reduction services through a Care and Navigation Mobile Unit. Thank you for your consideration of our team's proposal.

Sincerely,

Emily Bussen Wain, LMSW
Executive Director

1803 Gravier Street - New Orleans, LA 70112
Ph. 504-273-5547 | Fax 504-273-5521
www.harrytompsoncenter.org

NO/AIDS TASK FORCE, DBA CRESCENTCARE

EXHIBIT B

[COVER PAGE]

EXHIBIT B

NO/AIDS Task Force dba CrescentCare
Harm Reduction and Care Navigation Mobile Unit Grant
Three Years; $2,500,000 Total Award

Account Description	Salary	Percentage	Year 1	Year 2	Year 3	Total
Salaries						
Project Coordinator	$ 70,000.00	100.00%	$ 70,000	$ 70,000	$ 70,000	$ 210,000
Prevention - Driver/Outreach	55,000.00	100.00%	55,000	55,000	55,000	165,000
Physician	200,000.00	50.00%	100,000	100,000	100,000	300,000
Medical Assistant	43,000.00	50.00%	21,500	21,500	21,500	64,500
Navigators (2)	55,000.00	200.00%	110,000	110,000	110,000	330,000
Total Salaries			356,500	356,500	356,500	1,069,500
Fringe Benefit Rate		32.00%	114,080	114,080	114,080	342,240
Medical Supplies			6,000	6,000	6,000	18,000
Medications			6,000	6,000	6,000	18,000
Outreach Materials/Supplies			2,400	2,400	2,400	7,200
Client Assistance - Other			6,000	6,000	6,000	18,000
Client Incentives			6,000	6,000	6,000	18,000
Client Transportation			5,000	5,000	5,000	15,000
						-
Lab Tests			6,000	6,000	6,000	18,000
Fuel Expense			3,600	3,600	3,600	10,800
Vehicle GPS and Modifications			10,540	540	540	11,620
Auto Insurance			1,860	1,860	1,860	5,580
Professional Services	Year 1	Years 2 - 3	304,000	271,000	271,000	846,000
VIA Link	100,000.00	67,000.00				
VOA SELA	140,000.00	140,000.00				
Trystereo	64,000.00	64,000.00				
Sub-Total Direct Costs			827,980	784,980	784,980	2,397,940
	Year 1	Years 2 - 3				
Overhead/Administration Costs	4.11%	4.33%	34,020	34,020	34,020	102,060
Total Budget			$ 862,000	$ 819,000	$ 819,000	$ 2,500,000

1437

Calendar No. (Rev)
(Exp)

Name Travers Kurr Ext. 2812
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The New Orleans Health Department is seeking a Motion of approval by City Council for a multi-year contract between the City of New Orleans and CrescentCare to oversee a Harm Reduction and Care Navigation Mobile Unit to engage with and provide support to people using drugs.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Health Department

Name of Contact Person: Travers Kurr

Telephone Number: 504.717.0896

Email Address: tkurr@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To fund a Harm Reduction and Care Navigation Mobile Unit overseen by CrescentCare with the goal of engaging with and providing services and referrals to people using drugs.

2. **The parties involved:** New Orleans Health Department and CrescentCare

3. **The obligations, expectations, and deliverables of the parties involved:** CrescentCare will oversee and manage multiple agencies responsible for providing services, referrals, and harm reduction supplies to people using drugs. Some of these additional agencies include Volunteers of America of Southeast Louisiana, Vialink, and Trystereo. Services include part-time primary care medical services, harm reduction supplies, and referrals to social service and behavioral health needs.

4. **The duration of the contract:** Three-Year (3) Term

5. **The cost and any fiscal implications of the contract for the City:** NOHD has budgeted $2.5 million to this project over three years. It will be funded through Opioid Settlement Funds.

6. **Describe disadvantaged business enterprise (DBE) participation:** The Office of Supplier Diversity approved a waiver for this contract.

Reference: Council Rule 57 & City Code Section 70-10

MOTION

NO. M-25-442

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS MORENO, GREEN AND GIARRUSSO (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal representation must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans and Archon Information Systems, L.L.C. ("Archon") desire to enter into an amendment to Archon's contract for professional services including ad valorem tax sales and adjudicated property transfers, for an additional 1 year and an additional compensation of $4,800,000; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory Amendment No. 1 to the contract between the City of New Orleans and Archon Information Systems, L.L.C.

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 1 the contract between the City of New Orleans and Archon Information Systems, L.L.C. as attached hereto as Exhibit A.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EHXIBIT A

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ARCHON INFORMATION SYSTEMS, L.L.C. D.B.A. CIVICSOURCE ®
AD VALOREM TAX SALES AND ADJUDICATED PROPERTY TRANSFERS

[ATTACHED SEPERATELY]

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

ARCHON INFORMATION SYSTEMS, L.L.C. D.B.A. CIVICSOURCE ®

AD VALOREM TAX SALES AND ADJUDICATED PROPERTY TRANSFERS

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Archon Information Systems, L.L.C. d/b/a/ CivicSource®, represented by Bryan Barrios, Chief Executive Officer (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of August 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on August 1, 2024, the City and the Contractor entered into a professional services agreement for the Contractor to provide professional services including ad valorem tax sales and adjudicated property transfers (the "**Agreement**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the agreement, revise the Contractor's Scope of Work, and to add, modify, and reaffirm certain terms and conditions.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension*****.** In accordance with Article V – Duration and Term of the Agreement, the term is extended for an additional year from August 1, 2025, through July 31, 2026.

2. ***Compensation.*** Article IV – Compensation, Section A shall be deleted in its entirety and replaced with the following:

a. The Contractor's sole Compensation shall be the recovery of costs detailed on the attached Tax Sale Services and Adjudicated Property Auction Services schedules. Costs are accrued by Contractor and are encoded by the City upon performance of a service and are recouped upon recovery of the amount either by owner or investor payment. All money shall be deposited to the City and the Contractor shall invoice the City for the payment of Services. The City shall authorize and encode all due process costs and closing costs (for adjudicated property) in the amounts described on Exhibits A and B to this Agreement as such are incurred by Contractor in performance of any or all Services, and upon collection from the applicable payor, remit payment of same to the Contractor; (b) Acknowledges and agrees that the costs set forth in Exhibit A and B are the actual costs of the tax sale and adjudicated property auction processes, and closing costs, and are incurred by Contractor; (c) Acknowledges and agrees that once City encodes any cost, it shall not waive the costs for reasons, including, without limitation, as a result of removing a property from a sale or auction for reasons of City oversight or otherwise and that, in the

event that City waives the collection of the costs, City shall be invoiced by the Contractor and pay the amount of such costs to the Contractor from another City revenue source; (d) If an adjudicated property with accrued costs needs to be cancelled, removed or fails to sell at auction, City shall be invoiced by the Contractor and pay the amount of such costs; (e) Acknowledges and agrees that the City shall waive costs due to Contractor error, including, costs billed after full remittance of a delinquent obligation on a case by case basis; and (f) in the event of cancellation of this Agreement by the City, accrued outstanding costs shall paid by the City.

b. ***Maximum Compensation*.** The maximum amount payable under this Amendment is $4,800,000.00. The maximum amount payable is inclusive of the current amounts awaiting reconciliation govened by Section 6 - Reconciliation.

3. ***Contractor's Scope of Work*.** The Contractor's Scope of Work for Adjudicated property attached to the Agreement as Exhibit A – Adjudicated Property Auction Scope of Services is amended and attached to this Amendment as Exhibit A. The Contractor's Scope of Work for adjudicated property shall also be governed by Section 4 of this Amendment – Properties. The Contractor's Scope of Work for Tax Sales is reaffirmed and attached to this Amendment as Exhibit B – Tax Sale Scope of Services.

4. ***Properties*.** The following describes the properties eligible for work under this Amendment. No work shall be performed on other properties without written approval from the City.

a. SOAP Parcels. Exhibit C includes the list of SOAP Parcels under existing ALO/investor deposits to be completed in 2025-2026. The contractor shall not perform work on any other properties not included in the list without written approval from the City.

i. The Contractor acknowledges that they are not permitted to begin work on any of the properties listed in Exhibit C on or after April 1, 2026.

ii. One-hundred and twenty days from the termination of the agreement the Contractor shall take any necessary actions to finalize all open work.

iii. All work must be completed thirty days prior to the termination of the Agreement.

b. Tax Sales. All properties with a delinquency for 2022 and 2023, regardless of the delinquency amount, are eligible for tax sale. Interest will be included in the sale price.

i. For 2024 only, if the base tax, liens, and/or code enforcement liens total $500.00, the property will be excluded from the tax sale. Interest will not be a factor for sale eligibility. If the base tax, liens, and/or code enforcement liens total $500.01 or greater the property will be included in the sale and the sale price will include interest.

5. ***Payment*.** The payment terms described in Article III – The City's Obligations, Section B. Payment shall be amended to include:

a. Any work done by the Contractor outside of the specified tasks of this Agreement and the Contractor's Scope of Work will not be paid or reimbursed by the City and the Contractor will be performing any work outside of the Scope at their own risk.

6. ***Reconciliation.*** The City and the Contractor agree that the attached reconciliation is final, attached herein Exhibit D. The City will withhold payment to the Contractor until the entire reconciliation is satisfied. The City will use the invoices the Contractor submits to offset the amount owed.

7. ***Convicted Felon Statement.*** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

8. ***Non-Solicitation Statement.*** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

9. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

10. ***Counterparts***. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

11. ***Additional Terms when Nearing Amendment Termination Date.*** Beginning no less than four (4) months to the termination date of this amendment, the Contractor will cease accepting deposits on any remaining parcels included in Exbibit C and will take the necessary steps to decrease workflow so that all procedures to complete work on the attached parcels may be completed by the amendment termination date.

12. ***Electronic Signature and Delivery***. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEW ORLEANS CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

CIVICSOURCE D.B.A. ARCHON INFORMATION SYSTEMS, L.L.C.

BY: _____
BRYAN BARRIOS, CHIEF EXECUTIVE OFFICER

_____
FEDERAL TAX I.D.

EXHIBIT A
ADJUDICATED PROPERTY AUCTION SCOPE OF SERVICES

Adjudicated Property Auction Scope of Services

For all properties adjudicated to the City, Contractor shall perform or cause to be performed on behalf of City the Services, and at such Costs, as described below:

- For properties adjudicated to or land banked by City, Contractor shall: (a) Review, inspect and thoroughly vet all properties placed with Contractor to determine legal eligibility for a sale, verify digital mapping and validate other property data necessary for Contractor to perform the Services ; (b) Post to www.CivicSource.com properties deemed preliminarily eligible for sale; (c) where possible, post a for-sale sign in a conspicuous location at the property; and (d) provide online access for adjoining landowners to request an alternative sale process. The sale process and all other Services commence upon receipt by Contractor of a deposit in an amount that equals no less than the lien certificate including redemption penalty and redemption interest plus the contractor's cost or an amount subject to the City's discretion, which can be placed on any eligible, posted property directly through www.CivicSource.com.

- For properties receiving a sale-initiating deposit, Contractor shall: (a) Perform a 30-year title abstract; (b) Produce an Attorney's title examination and written opinion; (c) Create a listing of all interested parties to be sent legal notice of the proposed sale; (d) Prepare and mail required notices to all identified interested parties; (e) Prepare and post official journal advertisements and an interested party general notice publication; (f) Conduct a property inspection, and where possible, post a legal notice sign at the property; (g) Perform title insurability work and a prepare a corresponding report; and (h) Perform any other research or title curative work to enable the property to be sold with title insurance. Contractor shall digitally maintain and make reasonably available to City and users of www.CivicSource.com, all pre-auction due process work.

- For properties approved for title insurance, Contractor shall conduct a sale to the adjoining landowner, where applicable, or otherwise, an online public auction at www.CivicSource.com that features: (a) Online bidding, with continuous auctions available on the first Wednesday of each month; (b) Recommended minimum bid thresholds; and (c) Electronic checkout and payment upon conclusion of the sale. Contractor shall collect all monies due from the purchaser after the sale. Following any month in which a City's property is sold, Contractor shall provide City with a reconciliation and invoicing report.

- For properties sold, Contractor shall provide: (a) HUD-1 settlement statement; (b) Affidavit of Compliance preparation and filing; (c) Non-Warranty Cash Sale Deed or other conveyance instrument preparation and filing; (d) Full closing, settlement and notary services; (e) Inscription cancellations; and (g) Policy of owner's title insurance. Contractor shall digitally maintain and make available to City and purchaser all closing documents.

COSTS

For adjudicated property placed with Contractor for sale in accordance herewith, the following costs shall be encoded as incurred and directed by Contractor in City's receivables system and charged to the property's purchaser. In the event of a redemption prior to closing of any sale, City shall collect from the redeeming party and remit to Contractor all such encoded costs. Costs are subject to change.

Pre-Auction Due Process	Cost
Preliminary Property Verification Research (Pre-listing)	$175.00
Yard Sign Advertisement	$55.00
Property Inspection	$50.00
30-Year Title Abstract	$295.00
Attorney Title Examination and Report	$275.00
Interested Party Research and Identification	$425.00
Legally Compliant First-Class + Certified Notice Sets	$22/ea.
Yard Sign Notice	$35.00
Interested Party General Notice Publication	As quoted
General Sale Advertisement Publications	As quoted
Title Insurability Underwriting	$375.00
Title Insurability Update (If necessary)	$125.00
Bankruptcy Research	$20.00
Occupied Property Due Diligence (If necessary)	$200.00

Closing and Insurance	Cost
Payment Processing	$15.00
Title Update	$125.00
HUD-1 Settlement & Escrow	$250.00
Closing Documentation	$175.00
Owner's Title Insurance Policy[1]	$150.00
Adjudicated Title Insurance Endorsement[2]	$1,000.00
Notary Services	$175.00
Inscription Cancellation	$75.00/ea.
Non-Warranty Cash Sale Certificate Filing	As quoted
Statutory Compliance Affidavit Filing	$350.00
Courier & Delivery	$50.00

[1] Based on coverage of $12,000 or less.
[2] Based on coverage of $25,000 or less.

EXHIBIT B
TAX SALE SCOPE OF SERVICES

Tax Sale Scope of Services

Contractor shall perform or cause to be performed the following:

- Create delinquent property tax account profile in electronic storage and retrieval system for notices and notice related returns;
- Generate, digitize and disseminate required tax sale related documents, including: pre-and post-sale certified and first-class notice to all tax notice parties of record and all tax sale parties identified in the public record, general notice publications, advertisements and tax sale certificates;
- Conduct all public records research and catalogue results;
- Conduct federal bankruptcy and LTC change order research and catalogue results for incorporation into the sale process;
- Skiptrace tax notice parties of record and tax sale parties identified through public record research to ascertain up-to-date contact information to be utilized in notification efforts;
- Process and digitize all certified mail-related articles, including signed green cards and undeliverable mail items;
- Skip trace undeliverable certified mail articles to ascertain forwarding address information and resend certified notice of sale when new address information ascertained;
- Coordinate and facilitate tax debtor address confirmation calls;
- Provide telephone-based taxpayer customer service;
- Process telephone payments;
- Record or maintain logs of all correspondence, telephone calls and/or communications for access by City representatives;
- Provide portal to conduct online tax sale;
- Generate, digitize and deliver tax sale certificates to City to be filed; and
- Scan and upload filed tax sale certificates to tax sale purchaser accounts.

COSTS

Activity	Immovable	Movable
Delinquent Tax Account Profile Origination in Electronic Storage and Retrieval System for Notices	$ 10.00	$ 10.00
Tax Debtor Skip Tracing Research	$ 60.00	$ 60.00
Tax Debtor Address Confirmation Calls	$ 28.00	$ 28.00
First-Class Tax Notice Party Notice of Tax Sale (Amount is per Notice)	$ 2.00	N/A
First-Class Tax Notice Party Notice of Seizure & Sale (Amount is per Notice)	N/A	$ 2.00
Delinquent Tax Account LTC Change Order Research	$ 20.00	N/A
Tax Debtor Bankruptcy Research	$ 20.00	N/A

Certified Tax Notice Party Notice of Tax Sale (Amount is per Notice) (In the name of tax collector.)	$ 20.00	N/A
Certified Tax Notice Party Notice of Seizure & Sale (Amount is per Notice) (In the name of tax collector.)	N/A	$ 20.00
Tax Sale Party Public Records Research	$ 70.00	N/A
Certified Tax Sale Party Notice of Tax Sale (Amount is per Notice)	$ 20.00	N/A
First-Class Tax Sale Party Notice of Tax Sale (Amount is per Notice)	$ 2.00	N/A
Official Journal Publication (In the name of tax collector.)	As quoted	N/A
Official Journal Publication (In the name of tax collector.)	N/A	As quoted
Delinquent Tax Account LTC Change Order Research	$ 8.00	N/A
Tax Debtor Bankruptcy Research	$ 8.00	N/A
Online Tax Sale (In the name of tax collector.)	$ 15.00	N/A
Tax Sale Certificate Filing	As quoted	N/A
First-Class Tax Sale Party Post-Tax Sale Notice (Amount is per Notice)	$ 2.00	N/A

EHXHIBIT C
SOAP PARCEL LIST

[ATTACHED SEPERATELY]

EXHBIT
RECONCILIATION

[ATTACHED SEPERATELY]

1451

Calendar No. (Rev)
(Exp)

Name Debi Ryan Ext. 1501
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To provide professional services including ad valorum tax sales and Adjudicated property transfers

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Finance a

Name of Contact Person: Debi Ryan

Telephone Number: 504-658-1501

Email Address: debi.ryan@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To provide professional services including ad valorem tax sales and adjudicated property transfers

2. **The parties involved:** The City of New Orleans represented by LaToya Cantrell, Mayor and Archon Information Systems d/b/a Civic Source represented by Bryan Barrios CEO

3. **The obligations, expectations, and deliverables of the parties involved:** Professional Services for ad valorem tax sales and adjudicated property transfers

4. **The duration of the contract:** 1 year

5. **The cost and any fiscal implications of the contract for the City:** 4,800,000.00

6. **Describe disadvantaged business enterprise (DBE) participation:** DBE - Law Office of Errol B Conley - 35%

Reference: Council Rule 57 & City Code Section 70-10

Outlook

FW: 2606-2608 First St Demolition Review

From Clerk of Council <clerkofcouncil@nola.gov>
Date Wed 7/16/2025 10:02 AM
To Cecil C. Hartzog <cchartzog@nola.gov>; Denise Mills <dmills@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Naomi R. Mark <nrmark@nola.gov>

1 attachment (7 MB)
Permit 25-10799-DEMO (DEMO-RSF2) Documents (1).zip;

From: Leslie E St. Julien <Leslie.StJulien@nola.gov>
Sent: Tuesday, July 15, 2025 3:35 PM
To: Clerk of Council <clerkofcouncil@nola.gov>
Cc: Adam J. Swensek <adam.swensek@nola.gov>; Anita B. Curran <abcurran@nola.gov>; Permit Info <permitinfo@nola.gov>; Hannah E Rowe <Hannah.Rowe@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Aisha R. Collier <arcollier@nola.gov>; Naomi R. Mark <nrmark@nola.gov>
Subject: 2606-2608 First St Demolition Review

Good afternoon,

The Dept. of Safety and Permits has received all the required documentation which is submitted in the attached zip file. Therefore, I am requesting that the property be placed on the next City Council Agenda. Also, please email me a copy of the Council Electronic Signed Motion. Feel free to contact me with any questions.

Genuinely,

Leslie E. St. Julien

Review Facilitator
Department of Safety and Permits – Plan Review Div.
City of New Orleans
1340 Perdido Street | 8th Floor | New Orleans, LA 70112
(504) 658-7109
leslie.stjulien@nola.gov

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Application Date: 4/9/2025
Permit Number: 25-10799-DEMO

DEMOLITION REQUIREMENTS

Property Address: **2606-2608 First St**

Council District: **B**

Applicant Identity: **No** Owner | **No** Lessee | **Yes** Contractor | **No** Architect | **No** Engineer
Other identity:

Applicant Name **Star Recovery Services, LLC** Applicant Contact Number **(504) 874-3513**

Applicant Email: permits@starrecoveryllc.com

Applicant Address:: 129 Garden Walk Drive, **Covington, LA 70433**

Owner Name: **Jessie Lee Hill** Approximate Time Owned: **21**

Reason for Demolition: **Unsafe Conditions**

Number of Residential Units to be Demolished (if applicable): **1**

Cost of Demolition: **$5,407.67**

Redevelopment Plan for Lot: **Yes**

If redevelopment is planned, estimated time to complete:

Proposed use: **Reconstruction of new single residence**

If no immediate redevelopment is planned, estimated time to remain vacant:

Proposed redevelopment meets zoning requirements:

Property is in a National Register Historic District: **Yes**

Property is in a Historic District and Landmarks Commission District: **No**

Property is in the Vieux Carré: **No**

Plan for maintaining lot: **n/a**

If lot is to be vacant, type of fence:

Plan for keeping lot free of trash and weeds:

REQUIRED ATTACHMENTS

- ☐ Application fee for properties requiring City Council approval paid
- ☐ Signed demolition permit application
- ☐ Signed building permit application
- ☐ If applicant is not owner, proof of authorization for an agent to sign on behalf of the owner

- ☐ Four color photos labeled as follows, providing a full view of:
    - Front of structure to be demolished (with the municipal address listed on the photo)
    - Left of the structure to be demolished (with the municipal address listed on the photo)
    - Rear of structure to be demolished (with the municipal address listed on the photo)
    - Right of structure to be demolished (with the municipal address listed on the photo)
- ☐ Copy of the Assessor's Aerial Map, with the subject property indicated
- ☐
- ☐ If re-development is planned, redevelopment site and exterior elevation plan (can be hand drawn)
- ☐ Cost estimate from a licensed contractor
- ☐ A photo indicating the posting of notice for the demolition application on or near the property
- ☐ A photo of the notice itself, indicating:
    - The municipal address on the property to demolished
    - Contact information for the district City Council office
- ☐ If City-initiated, a copy of the notice the City mailed to the owner providing that the City intends to request demolition of their property

1456

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

DEMOLITION REQUEST APPLICATION — SUPPLEMENT A

APPLICANT INFORMATION

Property Address: 2606 First Street

Applicant Identity: ○ Owner ○ Lessee ☒ Contractor ○ Architect
Mark all that apply ○ Other _____

Applicant Name Niala Howard Applicant Contact Number 5045146841

Applicant Emal: nhoward@starrecoveryllc.com

Why do you wish to demolish the existing structure?

Unsafe Conditions

Cost of Demolition: $ 5407.67

Yes ☒ No ○ Do you plan to rebuild on the site? If yes, what do you plan to build? Single Family Residence

How long will the lot remain vacant? n/a

Yes ☒ No ○ Is there a redevelopment plan for the lot?

Yes ○ No ○ Does the proposed structure meet zoning requirements? If you are uncertain, please check here. ☒

Yes ☒ No ○ Is this property in the Neighborhood Conservation District?

Yes ☒ No ○ Is this property in a Historical District?

Yes ○ No ☒ Is this property in the Vieux Carre (French Quarter)?

What is your plan for maintaining the lot in the period between demolition and redevelopment?

Construction will begin immediately after demolition

If lot is to be left vacant, what type of fence is proposed? _____

What is your plan for keeping lot free of trash and weeds? _____

(If additional space is needed, please attach additional sheets.)

REQUIRED ATTACHMENTS (FOR DEMOLITION REQUESTS THAT REQUIRE A NEIGHBORHOOD CONSERVATION DISTRICT COMMITTEE HEARING ONLY)

Not Applicable ☐

- Completed permit application checklist, including a building permit application, valuation of work, and the number of residential units to be demolished
- Four color photographs of the structure to be demolished (front, rear, left, and right sides) labeled with the municipal address of the property and the view shown.
- Copy of Sanborn Map, with subject property indicated.
- Recorded Act of Sale (if the property has recently changed ownership).
- Damage Assessment from the Department of Safety and Permits.
- Future plans (if available) including site plans and exterior elevations.
- Completed Demolition Request—Letter of Intent form

Additional Requirements _____

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature Niala Howard Date 4/8/2025

1457

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

Property Address: 2606 First St, New Orleans, LA 70113, USA Apt./Ste. Number: _____

Type of Building:
- ● Residential (Single Family)
- ○ Residential (Two Family)
- ○ Residential (Half of Party Wall Double)
- ○ Residential (Accessory Use)
- ○ Commercial (Multi-Family)
- ○ Commercial (Business Use)
- ○ Commercial (Mixed Use)
- ○ Commercial (Accessory Use)

APPLICANT INFORMATION

Applicant Identity: Mark all that apply
- ○ Owner
- ○ Lessee
- ● Contractor
- ○ Architect
- ○ Engineer
- ○ Other

Name Anthony Serio

Address 2606 First St, New Orleans, LA 70113, USA City New Orleans State LA Zip 70113

Phone 504-303-0766 Email antoinettehilk@gmail.com

SCOPE OF WORK/PROPOSAL

Description of proposed work (Please include thorough details or provide attachments.)

Demolition to grade.

Will the exterior of the building be altered in any way?	●Yes ○No	Will a driveway be installed?	○Yes ●No
Was this structure built before 1978? **If yes, Supp G "Lead Based Paint Removal Form" is required.**	○Yes ●No	Will any portion of the sidewalk be repaired? **If yes, Supp L "Sidewalk Repair Form" is required.**	○Yes ●No
Is the impervious surface area on the site where work will be performed > 5,000 sq ft?	○Yes ●No		
Is the total area of the site where you will be working > 1 acre?	○Yes ●No		
Will this project have a total square footage of more the 40,000sf?	○Yes ●No	Will a dumpster be placed in the street? **If yes, Supp J "Dumpster/Construstion Zone Form" is required.**	○Yes ●No
Will any electrical work be done under this scope of work?	●Yes ○No		
Will any A/C or gas line work be done under this scope of work?	●Yes ○No		
Will signage be affected (altered, added, changed)? **If yes, Supplement H "Sign Permit Application" is required.**	○Yes ●No		
Is this application for a Federal Housing Unit?	○Yes ●No		

Estimate cost/value of proposed work $230,062 ***Attach quote, contract, or other documentation of estimate.***

Area of existing structure 2,597 ft² Area affected 2,597 ft² New Area added 1788 ft² Number of Floors 1

Foundation Type: ○ Slab ● Pier Sprinklers: ○ Yes ● No Building Condition: ○ Good ○ Average ● N/A

Existing Use Residential Proposed Use Residential

BUILDING INFORMATION

ICC Construction Type:
- ○ Not Applicable
- ● Site Built
- ○ Modular
- ○ Manufactured

	Number of Existing Meters	Number of New Meters
Electrical Meters	0	1
Gas Meters	0	1

1458

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

RESIDENTIAL BUILDING INFORMATION (Single Family and Two Family) NOT APPLICABLE ☐

Dwelling Area 1500 ft² Garage Area 288 ft² Number of Bedrooms 4 Number of Bathrooms 2 Central A/C and Heat? ◉ Yes ○ No

MULTIFAMILY AND COMMERCIAL BUILDING INFORMATION NOT APPLICABLE ☑

Total Number of Residential Units _____ Efficiency Units _____ 1 Bedroom _____ 2 Bedroom _____ 3+ Bedrooms _____

Number of Elevators _____ Number of A/C Units _____ Number of Boilers _____ Number of Escalators _____

OWNER INFORMATION ☐ SAME AS APPLICANT

Name Jessie Hill Company _____

Address 2606 First St, New Orleans, LA 70113, USA City New Orleans State LA Zip 70113

Phone 504-303-0766 Email antoinettehilk@gmail.com

CONTRACTOR INFORMATION ☑ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ State Lic. # _____ Exp. _____

ARCHITECT INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

ENGINEER INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

FEES

- Permit Fee: $60 + ($5 per $1000 of work to be performed)
- Plan review Fee: ($1 per $1000 of work to be performed)
- VCC/HDLC Surcharge: (50% of total fee, calculated using the above)

ACKNOWLEDGMENTS

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of New Orleans is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of New Orleans Municipal Code, the Comprehensive Zoning Ordinance, the International Construction Code or International Fire Code as adopted by the City of New Orleans. Fines and penalties for misrepresentation of material facts will be assessed in accordance with City of New Orleans ordinances and State of Louisiana Revised Statutes. I understand that any change in the scope or cost of the work must be reported to the Department of Safety and Permits and additional permits may be required.

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date 6/26/2025

1459

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

Property Address: _____ Apt./Ste. Number: _____

Type of Building:
- ○ Residential (Single Family)
- ○ Residential (Two Family)
- ○ Residential (Half of Party Wall Double)
- ○ Residential (Accessory Use)
- ○ Commercial (Multi-Family)
- ○ Commercial (Business Use)
- ○ Commercial (Mixed Use)
- ○ Commercial (Accessory Use)

APPLICANT INFORMATION

Applicant Identity: Mark all that apply
○ Owner ○ Lessee ○ Contractor ○ Architect ○ Engineer ○ Other

Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

SCOPE OF WORK/PROPOSAL

Description of proposed work (Please include thorough details or provide attachments.)

Will the exterior of the building be altered in any way?	○Yes ○No	Will a driveway be installed?	○Yes ○No
Was this structure built before 1978? **If yes, Supp G "Lead Based Paint Removal Form" is required.**	○Yes ○No	Will any portion of the sidewalk be repaired? **If yes, Supp L "Sidewalk Repair Form" is required.**	○Yes ○No
Is the impervious surface area on the site where work will be performed > 5,000 sq ft?	○Yes ○No		
Is the total area of the site where you will be working > 1 acre?	○Yes ○No		
Will this project have a total square footage of more the 40,000sf?	○Yes ○No	Will a dumpster be placed in the street? **If yes, Supp J "Dumpster/Construstion Zone Form" is required.**	○Yes ○No
Will any electrical work be done under this scope of work?	○Yes ○No		
Will any A/C or gas line work be done under this scope of work?	○Yes ○No		
Will signage be affected (altered, added, changed)? **If yes, Supplement H "Sign Permit Application" is required.**	○Yes ○No		
Is this application for a Federal Housing Unit?	○Yes ○No		

Estimate cost/value of proposed work $ _____ ***Attach quote, contract, or other documentation of estimate.***

Area of existing structure _____ ft² Area affected _____ ft² New Area added _____ ft² Number of Floors _____

Foundation Type: ○ Slab ○ Pier Sprinklers: ○ Yes ○ No Building Condition: ○ Good ○ Average ○ N/A

Existing Use _____ Proposed Use _____

BUILDING INFORMATION

ICC Construction Type:
- ○ Not Applicable
- ○ Site Built
- ○ Modular
- ○ Manufactured

	Number of Existing Meters	Number of New Meters
Electrical Meters		
Gas Meters		

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Construction/Development
Related Permit

Date _____
Tracking Number _____

BUILDING PERMIT APPLICATION — MASTER APPLICATION

RESIDENTIAL BUILDING INFORMATION (Single Family and Two Family) NOT APPLICABLE ☐

Dwelling Area _____ ft² Garage Area _____ ft² Number of Bedrooms _____ Number of Bathrooms _____ Central A/C and Heat? ○ Yes ○ No

MULTIFAMILY AND COMMERCIAL BUILDING INFORMATION NOT APPLICABLE ☐

Total Number of Residential Units _____ Efficiency Units _____ 1 Bedroom _____ 2 Bedroom _____ 3+ Bedrooms _____

Number of Elevators _____ Number of A/C Units _____ Number of Boilers _____ Number of Escalators _____

OWNER INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

CONTRACTOR INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ State Lic. # _____ Exp. _____

ARCHITECT INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

ENGINEER INFORMATION ☐ SAME AS APPLICANT

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____ License Number _____

FEES

- Permit Fee: $60 + ($5 per $1000 of work to be performed)
- Plan review Fee: ($1 per $1000 of work to be performed)
- VCC/HDLC Surcharge: (50% of total fee, calculated using the above)

ACKNOWLEDGMENTS

I certify that the above information is true and correct to the best of my knowledge. I understand that the City of New Orleans is authorized to suspend or revoke a permit or license issued under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation or any of the provisions of the City of New Orleans Municipal Code, the Comprehensive Zoning Ordinance, the International Construction Code or International Fire Code as adopted by the City of New Orleans. Fines and penalties for misrepresentation of material facts will be assessed in accordance with City of New Orleans ordinances and State of Louisiana Revised Statutes. I understand that any change in the scope or cost of the work must be reported to the Department of Safety and Permits and additional permits may be required.

I certify that I have the authority of the current property owner(s) to apply for the work proposed.

Applicant Signature _____ Date _____

MOTION

NO. M-25-450

CITY HALL: August 21, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That demolition application # 25-10799-DEMO of **Star Recovery Services, LLC** regarding the property located at **2606-2608 First Street** is **approved,** and the Department of Safety and Permits is hereby authorized to issue a demolition permit.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Department of Safety and Permits.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

TECS Ventures LLC
1904 Palmer Ave.
New Orleans, La, 70118

July 14, 2025

VIA EMAIL: clerkofcouncil@nola.gov

Clerk of Council
New Orleans City Council
1300 Perdido St., Room 1E09
New Orleans, La. 70112

RE: TECS Ventures LLC's Appeal from the New Orleans Historic District Landmarks Commission's July 9, 2025, Denial of Application to the H.D.L.C. for Demolition of a Three-Story, Two-Family Residential Building located at 15-17 Cromwell Place, New Orleans, Louisiana (One Stop Reference Code No.: ZTTDMH *and* JSXHYR*)*

Dear Clerk of Council:

Pursuant to Section 84-134 of the Code of Ordinances for the City of New Orleans, please regard this letter as TECS Ventures LLC's written notice of appeal from the New Orleans Historic District Landmarks Commission's July 9, 2025, denial of its application to the Historic District Landmarks Commission for demolition of a three-story, two-family residential structure situated on the property known as 15-17 Cromwell Place, New Orleans, Louisiana.

We have attached the denial letter issued by the Historic District Landmarks Commission and respectfully request that this matter be marked "Received" by the Council at the Council's August 7, 2025, meeting and placed on the Council's docket for future action.

Thank you for your time and assistance in this matter. We look forward to hearing from your office as to when this appeal will be scheduled to be heard before the City Council. In the interim, should you have any questions, please do not hesitate to contact either of us directly at (504) 491-4511 and/or (504) 491-7412.

Very truly yours,

TECS Ventures LLC

By: T. Semmes Favrot
Manager

TECS Ventures LLC

By: Catherine S. Favrot
Manager

Enclosure

cc: Hon. Joseph I. Giarrusso III, Councilmember, District A (via email, w/enclosure)
Ms. Claire F. Bynum, Land Use Director, District A Council Office (via email, w/enclosure)
Mr. Bryan Block, Executive Director, Historic District Landmarks Commission (email/encl.)
Mr. Jesse Stephenson, Historic District Landmarks Commission (via email, w/enclosure

LaToya Cantrell
MAYOR

CITY OF NEW ORLEANS

Bryan D. Block
EXECUTIVE
DIRECTOR

Thursday, July 10, 2025

Timothy Semmes Favrot
1904 Palmer Ave.
New Orleans, LA 70118-6218

Re: 15-17 Cromwell Pl
Reference Code: JSXHYR

Dear Timothy Semmes Favrot:

This letter confirms the actions of the New Orleans Historic District Landmarks Commission at its meeting Wednesday, July 9, 2025, concerning your application for the following work: Demolition of a Contributing rated, three-story, multi-family residential building to grade.

At that time the Commission voted to:

Deny the application for demolition to grade based on the condition of the structure today and because much of the original character-defining exterior architectural details remain and the building continues to contribute its type, style, massing and roof form to the surrounding local historic district but allow for demolition and reconstruction at the rear of the building.

Should you wish to appeal the Commission's decision to the City Council you must provide a written request for appeal addressed to the Clerk of Council, City Hall, Room 1E09, New Orleans, LA 70112 within ten (10) calendar days of the Commission meeting. A copy of this letter should be included with the request.

Should you have any questions concerning this matter, feel free to contact me at (504) 658-7050 or Jesse.Stephenson@nola.gov.

Sincerely,
JJS

Jesse Stephenson
Senior Plan Reviewer

Approved___BB_ Bryan Block, Director

MOTION

NO. M-25-447

CITY HALL: August 21, 2025

BY: COUNCILMEMBER GIARRUSSO

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the appeal of **T. Semmes Favrot, Manager, TECS Ventures, LLC** of the Historic District Landmarks Commission's denial of the application for demolition for the property located at **15-17 Cromwell Place**, is hereby **granted** and the decision of the commission is reversed**.**

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to all affected departments.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

Outlook

FW: APPEAL REQUEST FOR DEMO: 4854 Camp St.

From Clerk of Council <clerkofcouncil@nola.gov>
Date Wed 7/16/2025 3:20 PM
To Cecil C. Hartzog <cchartzog@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Naomi R. Mark <nrmark@nola.gov>; Denise Mills <dmills@nola.gov>

1 attachment (10 MB)
4854 Camp St. - HDLC DENIAL REPORT.pdf;

From: Michael Moore <moore4056@gmail.com>
Sent: Wednesday, July 16, 2025 1:25 PM
To: Clerk of Council <clerkofcouncil@nola.gov>
Subject: APPEAL REQUEST FOR DEMO: 4854 Camp St.

Hi,

I was denied approval for demolition by the HDLC last week, but I would like to formally request a hearing to appeal their decision.

I've attached the results letter, but please let me know what else your office needs in order to take the next steps.

Thanks,

Michael Moore
Bespoke Construction, LLC
HomeSmart Realty South
Cell: 504-360-3650
Email: moore4056@gmail.com
www.realtormichaelmoore.com

4854 Camp St.

District: Uptown - Partial Control

Owner: Taryn M Wallace-Hill

HDLC Staff: Jesse Stephenson

Rating: Contributing

Applicant: Michael Moore

Permit #: 25-16818-HDLC

Description: Demolition of a Contributing but altered one-story, single-family residential building to grade.

DEMOLITION

The demolition of all or portions of historic resources within a local Historic District or Landmark site are considered drastic actions, since they alter the character of the area. Once historic resources or buildings that contribute to the heritage of the community are destroyed, it is generally impossible to reproduce their design, texture, materials, details and their special character and interest in the neighborhood.

As a result, the HDLC rarely considers the demolition of Significant or Contributing buildings or structures within a local Historic District or on a Landmark site to be an appropriate option.

When reviewing demolition applications at properties

HDLC Guidelines:

Section 12, Pages 23-24 of the Guidelines for New Construction, Additions and **Demolition** states that the demolition of all or portions of historic resources within a local Historic District or Landmark site are considered drastic actions, since they alter the character of the area. Once historic resources or buildings that contribute to the heritage of the community are destroyed, it is generally impossible to reproduce their design, texture, materials, details and their special character and interest in the neighborhood. When reviewing demolition applications at properties located within a Historic District or at a Landmark site, the HDLC uses the following criteria in its evaluations:

- **The historic or architectural significance of the building or structure as designated by its "rating":** Contributing
- **The importance of the building or structure to the tout ensemble of the area:** FEMA survey research estimates that 4854 Camp was constructed from 1925-1935 but does not appear on the Sanborn map until 1951. The single shotgun building sits perched further back from it's neighboring buildings. Sanborn research indicates that a single shotgun has resided on this parcel as far back as 1896. It does not appear that the siting of the current is congruent with the 1896 siting but the massing and interior finishes are indicative of a building of the late 19th century.
- **The alternatives to demolition that have been explored by the applicant:** New Construction
- **The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material or detail:** It would not be cost prohibitive to recreate a building of this size or massing but replication of the remaining interior finishes and fenestration pattern would be highly unlikely.
- **The condition of the building or structure:** An exterior and interior inspection was conducted on June 20, 2025. The building appeared to be in good structural condition. The stick framed building sits atop masonry piers with an asphalt shingle roof. Vegetation was present on part of the roof and chimney.

Staff Recommendations:

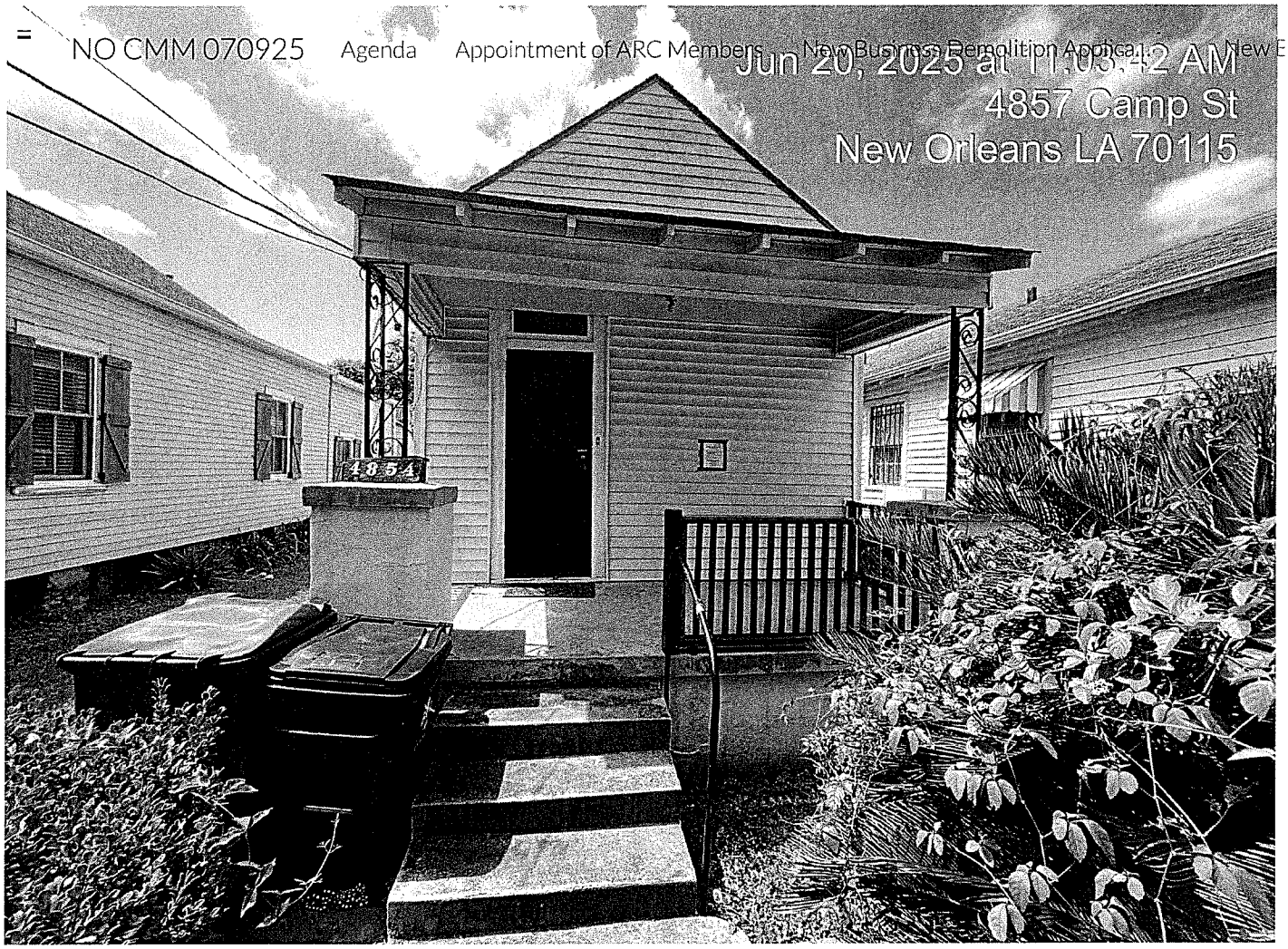
The building is clad in vinyl siding presumably encapsulating wood weatherboards. The primary elevation retains little of it's architectural elements while the sides retain the typical shotgun fenestration pattern with wood trim and vinyl windows. The building was plumb and level and did not have outward signs of wood destroying insect. Gutters and downspouts were present at the building. In some locations the gutters would need to be removed to install proper flashing. The masonry piers and subfloor were intact and bearing the load of the building.

The interior of the building is currently not occupied. The interior layout is truly a single shotgun layout as evidenced by it's concentric doorways. The wood floors in the main portion of the building appear to be original and are wider than more narrow plank flooring see in Craftsman style home. The fire place surrounds and mantels that are intact also allude to the building being older. There were no visible signs of wood destroying insects however there were signs of water intrusion. The water intrusion is most likely caused by the flashing condition noted above. The rear shed addition of the building houses the kitchen and bathroom and is in very poor condition.

Staff believes this is an excellent candidate for rehabilitation due to the relatively intact nature of the interior and the minimal intervention required to restore the front elevation. Fore the aforementioned reasons Staff recommends denial.

- **Recommendation:** *Denial*

Exterior Inspection Photos:

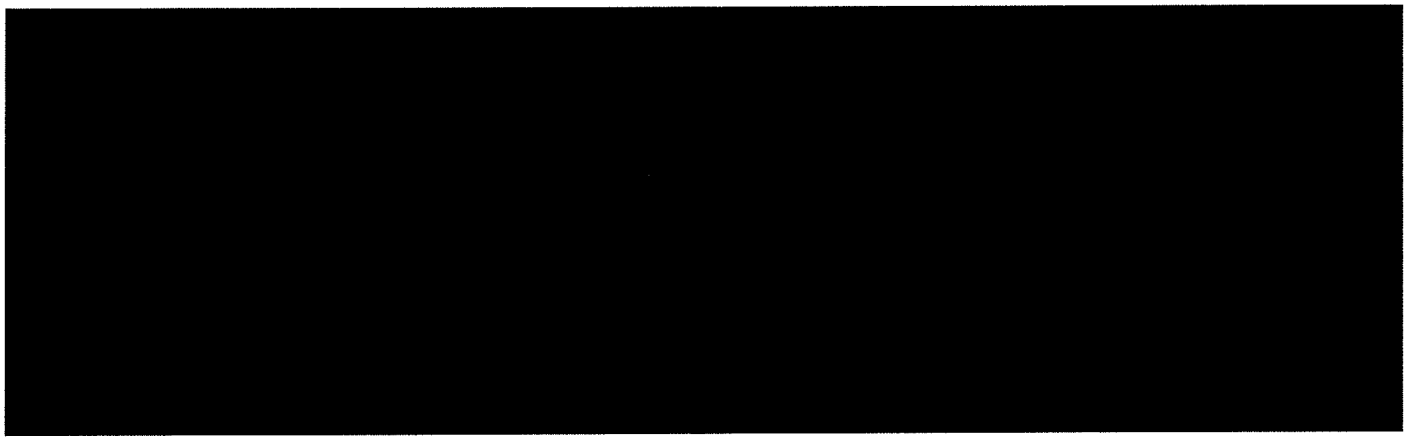


Interior Inspection Photos:

1470

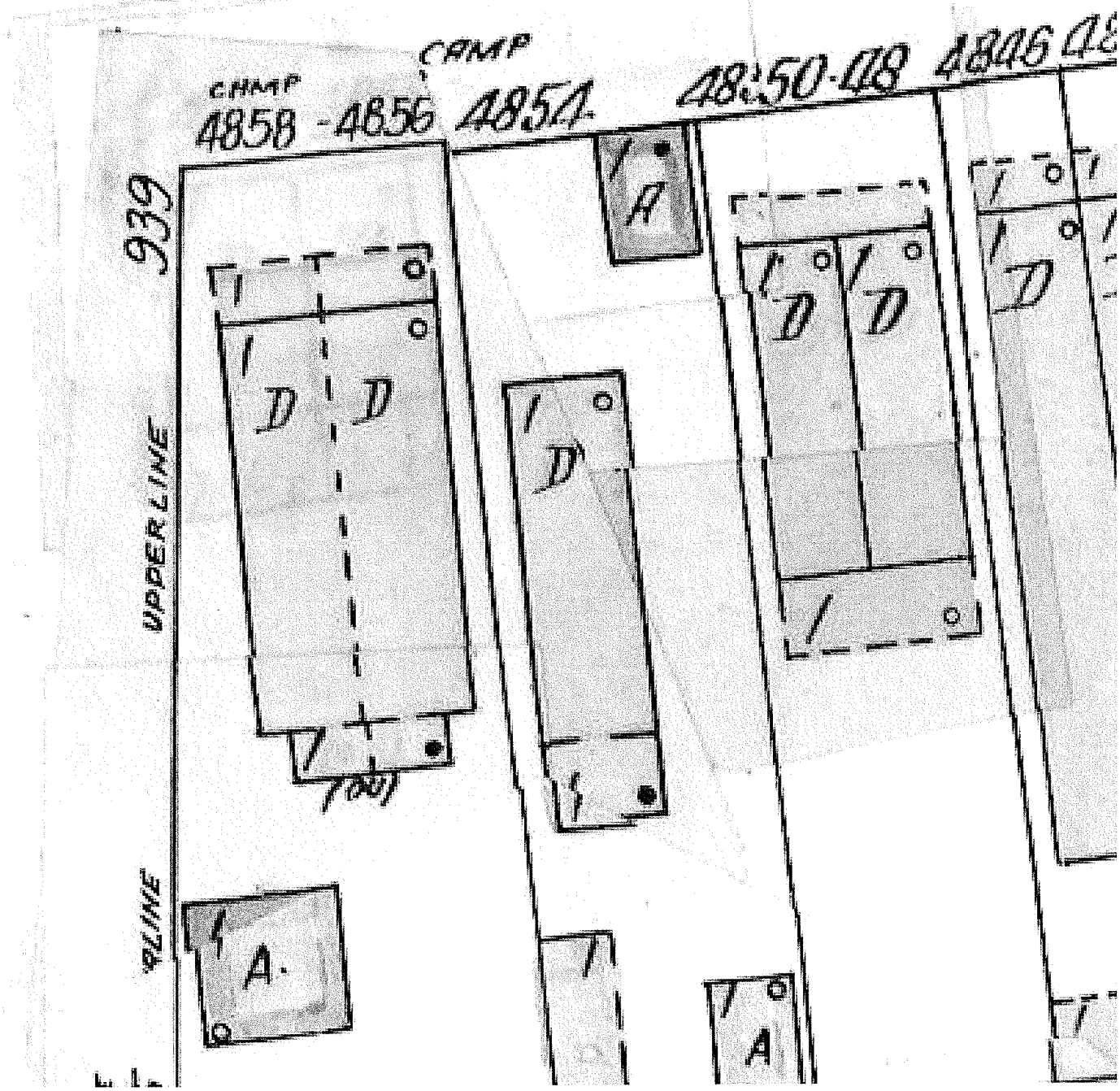


HDLC Inspection Report:



4854 Camp St Demolition Request Inspection Results.pdf

Sanborn Maps:

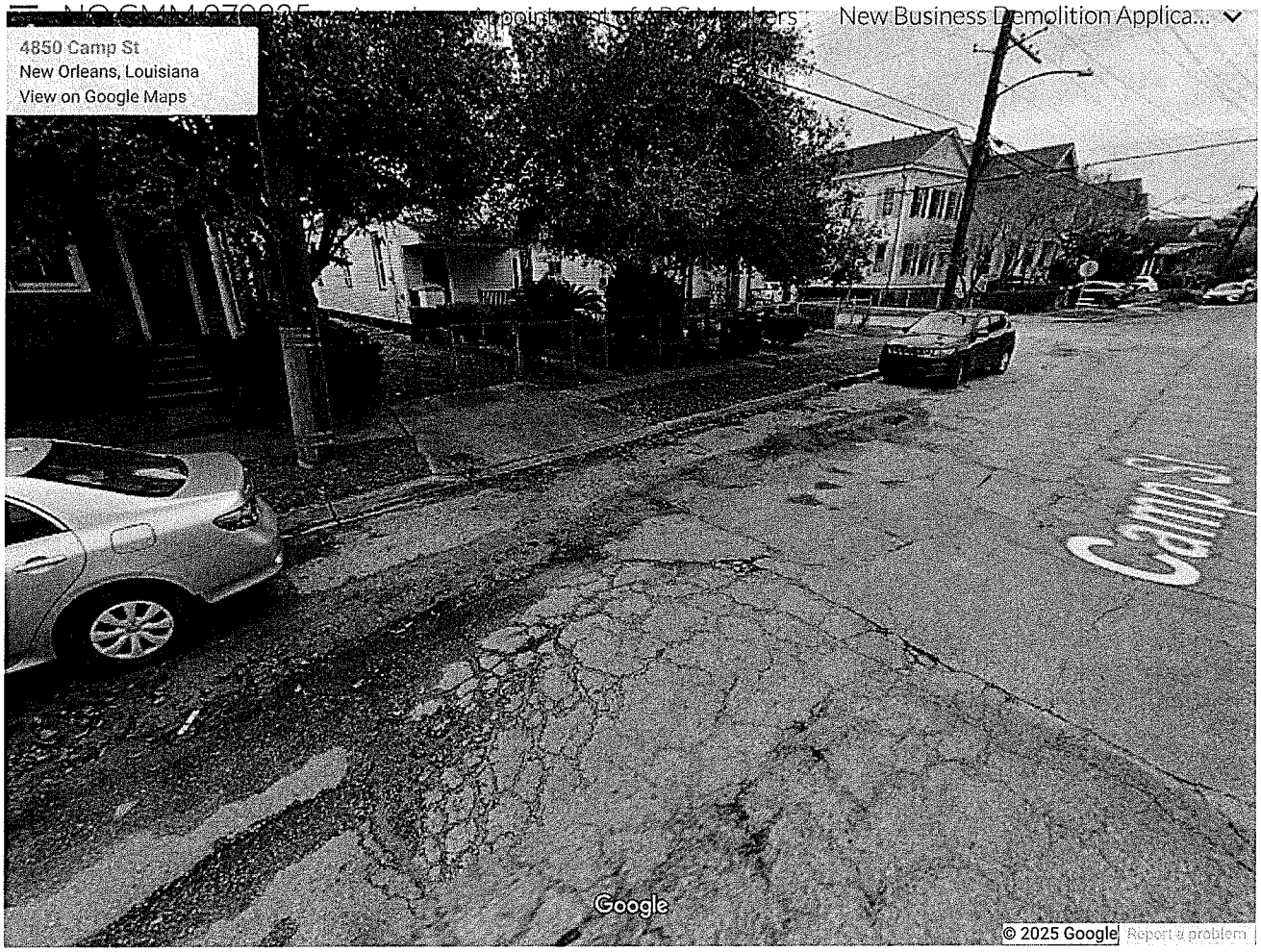


1951

FEMA Survey:

Historic Name	No data collected
Street Number	4854
Street Name	Camp Street
Constructed	1925-35
Date Estimated	Yes
Listing Status	NR historic district
Current Use	single dwelling

Street View:


4850 Camp St
New Orleans, Louisiana
View on Google Maps
Camp St
Google
© 2025 Google
Report a problem

LaToya Cantrell
MAYOR

CITY OF NEW ORLEANS

Bryan Block
EXECUTIVE DIRECTOR

Friday, July 25, 2025

Honorable City Council
1300 Perdido Street
New Orleans, LA 70112

Re: 4854 Camp Street

Ladies and Gentlemen:

Attached, please find a report regarding an appeal of the New Orleans Historic District Landmarks Commission's denial of an application to demolish a Contributing rated structure located in the Uptown, partial control, local historic district.

Should you have any questions or require any additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Eleanor Burke

Eleanor Burke
Deputy Director



HDLC Guidelines:

Section 12, Pages 23-24 of the Guidelines for New Construction, Additions and **Demolition** states that the demolition of all or portions of historic resources within a local Historic District or Landmark site are considered drastic actions, since they alter the character of the area. Once historic resources or buildings that contribute to the heritage of the community are destroyed, it is generally impossible to reproduce their design, texture, materials, details and their special character and interest in the neighborhood. When reviewing demolition applications at properties located within a Historic District or at a Landmark site, the HDLC uses the following criteria in its evaluations:

- **The historic or architectural significance of the building or structure as designated by its "rating":** Contributing
- **The importance of the building or structure to the tout ensemble of the area:** FEMA survey research estimates that 4854 Camp was constructed from 1925-1935 but does not appear on the Sanborn map until 1951. The single shotgun building sits perched further back from its neighboring buildings. Sanborn research indicates that a single shotgun has resided on this parcel as far back as 1896. It does not appear that the siting of the current is congruent with the 1896 siting but the massing and interior finishes are indicative of a building of the late 19th century.

- **The alternatives to demolition that have been explored by the applicant:** New Construction
- **The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material or detail:** It would not be cost prohibitive to recreate a building of this size or massing but replication of the remaining interior finishes and fenestration pattern would be highly unlikely.
- **The condition of the building or structure:** An exterior and interior inspection was conducted on June 20, 2025. The building appeared to be in good structural condition. The stick framed building sits atop masonry piers with an asphalt shingle roof. Vegetation was present on part of the roof and chimney.

Staff Recommendations:

The building is clad in vinyl siding presumably encapsulating wood weatherboards. The primary elevation retains little of its architectural elements while the sides retain the typical shotgun fenestration pattern with wood trim and vinyl windows. The building is plumb and level and does not have outward signs of wood destroying insects. Gutters and downspouts are present on the building. In some locations the gutters would need to be removed to install proper flashing. The masonry piers and subfloor were intact and bearing the load of the building.

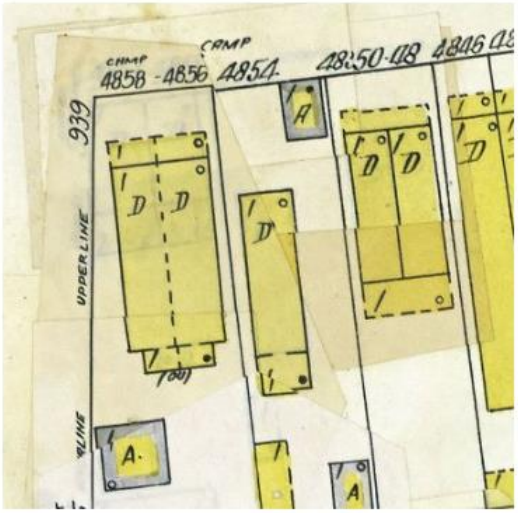
The interior of the building is currently not occupied. The interior layout is truly a single shotgun layout as evidenced by its concentric doorways. The wood floors in the main portion of the building appear to be original and are wider than more narrow plank flooring. The fireplace surrounds and mantels reflect late 19th century construction methods. There are no visible signs of wood destroying insects however there were signs of water intrusion. The water intrusion is most likely caused by the flashing condition noted above. The non-original shed roof addition at the rear of the building houses the kitchen and bathroom and is in very poor condition.

Staff believes this is an excellent candidate for rehabilitation due to the relatively intact nature of the interior and the minimal intervention required to restore the front elevation. For the aforementioned reasons, Staff recommended denial.

At their meeting of July 9, 2025 the Commission agreed with the findings of the Staff. The New Orleans ARC and Commission have reviewed and approved renovations of and additions to countless single shotguns located in the local historic districts – many of which were in far worse condition. The continued demolition of New Orleans' vernacular, modest building stock erodes the architectural character and significance of our economically and culturally diverse neighborhoods. The Commission voted unanimously to deny the demolition. The HDLC urges the City Council to uphold the denial and encourage the property owner to renovate the property.



Sanborn Maps:



1951

LaToya Cantrell
MAYOR

CITY OF NEW ORLEANS

Bryan D. Block
EXECUTIVE DIRECTOR

4854 Camp St. Demolition Request Inspection Results

- An exterior and interior visual inspection of the structure took place on June 20, 2025.

Building description:

- The vacant single story residential building appeared to be in good structural condition.
- The building is built above grade as wood-frame on masonry pier construction.
- The asphalt shingle roof appears to be in worn condition, but intact, without evidence of holes or missing shingles.
- There was vegetation present on part of the roof and chimney.

Exterior:

- The building is covered in vinyl siding in good condition.
- The building appears to have retained few of its exterior architectural elements.
- The building walls and roof appear to be mostly straight and plumb. There is no indication that wood destroying insects have affected the property.
- The gutters and downspouts are intact throughout the building. However, it appears the gutters would need to be reinstalled with proper flashing and attachment to the fascia.
- The masonry piers and sub-floor structural system appear to be intact and in good condition.

Interior:

- The interior of the building is not currently occupied but could likely be with minimal cost and effort.
- The interior layout is in a typical single shotgun configuration.
- There were no areas where structural members are exposed and the building shows no signs of wood destroying insects.
- There are signs of water intrusion near the eave location on the ceiling. This is presumably caused by the gutter on that side which is not flashed properly and is not properly attached to the exterior fascia.
- There is wood laminate in one area of the house, which is beginning to peel up at the edges, presumably due to the interior of the building sitting unconditioned.
- There is a rear shed addition which houses the kitchen in poor condition which could be demolished and rebuilt.

Overall, the building appears to be in great structural condition. The building is not currently habitable but could be relatively easily. There was no perceptible mold or moisture in the building. The building appeared to have been occupied relatively recently. Minimal finishing work would be required to make this building habitable. This would not be prohibitively expensive and would likely materialize if the owner desired rehabilitation. This is not a good candidate for demolition.

Additional information, photos and public comment may be found in the staff report:

https://sites.google.com/view/no-cmm-070925/new-business-demolition-applications/4854-camp-st

Video of the hearing may be found here:
https://cityofno.granicus.com/MediaPlayer.php?view_id=34&clip_id=5155

DEMOLITION

The demolition of all or portions of historic resources within a local Historic District or Landmark site are considered drastic actions, since they alter the character of the area. Once historic resources or buildings that contribute to the heritage of the community are destroyed, it is generally impossible to reproduce their design, texture, materials, details and their special character and interest in the neighborhood.

As a result, the HDLC rarely considers the demolition of Significant or Contributing buildings or structures within a local Historic District or on a Landmark site to be an appropriate option.

When reviewing demolition applications at properties located within a Full Control Historic District or at a Landmark site, the HDLC uses the following criteria in its evaluations:

a. The historic or architectural significance of the building or structure as designated by its "rating";
b. The importance of the building or structure to the tout ensemble of the area;
c. The alternatives to demolition that have been evaluated and explored by the applicant;
d. The special character and aesthetic interest that the building or structure adds to the local Historic District or Landmark site;
e. The difficulty or impossibility of reproducing such a building or structure because of its design, texture, material or detail;
f. The condition of the building or structure;
g. The future utilization of the site; and
h. The proposed mitigation measures such as, but not limited to, fencing, landscaping and maintenance contracts.

If the proposed demolition involves only a portion of a building or structure or if there are multiple buildings on a site, demolition applications must include a site plan that clearly shows the area proposed for demolition. The application should include details for the stabilization and protection of the remaining portion of a building or structure for partial demolition proposals. The HDLC may also require photographs or drawings of the existing building or structure as part of the application. If the applicant believes the building is structurally unsound or a hazard, they are encouraged to provide documentation of the unsound conditions prepared by a licensed structural engineer or architect. The only instances in which the HDLC Staff can approve demolition applications are when:

- The HDLC's Building Inspector indicates the building, monument or structure is in a state of imminent danger of collapse; or
- It is a Non-Contributing building or structure which is less than 1,000 square feet in area and its demolition is approved by the Executive Director of the HDLC.

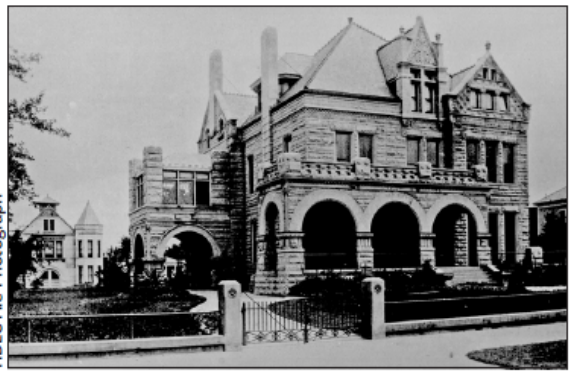
All demolition Applications that do not meet the criteria for Staff review will be considered by the Commission at a public hearing. After initial review, the Commission typically requires demolition applications to lie over for 30 days. This allows further investigation by Staff and the Building Inspector, particularly as to the historic importance and current condition of the resource, and provides an opportunity for public comment.

If the Commission votes in favor of a proposed demolition, a Certificate of Appropriateness (CofA) will be issued for the work after all conditions of the Commission's approval have been met. No work may begin on a proposed demolition until a CofA has been issued by the Staff and the applicant has obtained all other necessary permits from the applicable City agencies including the Department of Safety and Permits.

HDLC DEMOLITION JURISDICTION

The HDLC's demolition jurisdiction varies depending whether the property is located within a Partial Control Historic District or a Full Control Historic District. (Refer to HDLC District Jurisdiction, Guidelines Introduction, Page 01-4.)

- Partial Control Historic Districts: In Partial Control Districts in which the HDLC's jurisdiction is limited to demolition review, the review criteria shall be limited to criteria a through f. The design of any proposed redevelopment will not be considered.
- Full Control Historic Districts: In Full Control Historic Districts, the HDLC has jurisdiction over the demolition and retains jurisdiction over alterations or new construction visible from a public way. The Commission strongly encourages the submission of redevelopment plans concurrently with Demolition Applications for all properties in Full Control Historic Districts.



HDLC File Photograph

The Isidore Newman House, constructed in 1890, designed by Thomas Sully, was demolished in 1972. Its demolition galvanized the organization of what is now known as the St. Charles Avenue Association, and the push for preservation ordinances to protect historic districts.

MOTION

NO. M-25-451

CITY HALL: August 21, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the appeal of **Michael Moore, Bespoke Construction, LLC, HomeSmart Realty South** of the Historic District Landmarks Commission's denial of the application for demolition for the property located at **4854 Camp Street,** is hereby **denied** and the decision of the Commission is affirmed.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to all affected departments, including the Historic District Landmarks Commission and the Department of Safety and Permits.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

Outlook

Fw: Notice of Appeal

From Clerk of Council <clerkofcouncil@nola.gov>
Date Mon 7/21/2025 10:15 AM
To Cecil C. Hartzog <cchartzog@nola.gov>; Denise Mills <dmills@nola.gov>; Naomi R. Mark <nrmark@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Eleanor S. Burke <esburke@nola.gov>

1 attachment (164 KB)
CMM Results Letter.pdf;

Get Outlook for iOS

From: Curtis Lawrence <curtis.lawrence@skywardtransportation.com>
Sent: Friday, July 18, 2025 5:47:16 PM
To: Clerk of Council <clerkofcouncil@nola.gov>
Subject: Notice of Appeal

Clerk of City Council,

i would like this email to serve as written notice that i would like to appeal the HDLC decision to deny request for retention of Visually prominent HVAC equipment, inappropriate light fixtures, and decorative gate on my property located 2330-32 Royal St & 630-32 Mandeville st reference code:6FXFRL. I have also mailed a letter to the Clerk of Council, City Hall, Room 1E09, New Orleans, La 70112.. Please let me know what the next steps of appeal shall be

Thanks
--
Curtis Lawrence - CEO
Skyward Transportation LLC
(504) 701 3082

NEW ORLEANS HISTORIC DISTRICT LANDMARKS COMMISSION
CENTRAL BUSINESS DISTRICT HISTORIC DISTRICT LANDMARKS COMMISSION

LaToya Cantrell
MAYOR

CITY OF NEW ORLEANS

Bryan D. Block
EXECUTIVE
DIRECTOR

Wednesday, July 9, 2025

Curtis Lawrence
345 Longwood Drive
Destrehan, LA 70047

Re: 2330-32 Royal St & 630-32 Mandeville St
Reference Code: 6FXFRL

Dear Curtis Lawrence:

This letter confirms the actions of the New Orleans Historic District Landmarks Commission at its meeting Wednesday, July 9, 2025, concerning your application for the following work: Retention of installation of visually prominent HVAC equipment, inappropriate light fixtures, and decorative gate as part of a renovation and new addition at two (2) Non-Contributing rated, one-story commercial buildings in deviation of a Certificate of Appropriateness.

At that time the Commission voted to:
Deny the request for retention of the visually prominent roof-mounted HVAC equipment, inappropriate light fixtures, and decorative metal gate because these deviations from the previously approved drawings and CofA were not submitted to HDLC Staff for review and approval in advance as required, because these elements are visually prominent from Royal and Mandeville Streets, and because they do not meet the HDLC Design Guideline requirements.

Should you wish to appeal the Commission's decision to the City Council, you must provide a written request for appeal addressed to the Clerk of Council, City Hall, Room 1E09, New Orleans, LA 70112 within ten (10) calendar days of the Commission meeting. Additional information on how to submit an appeal is included with this letter. A copy of this letter must be included with your appeal request.

Should you have any questions concerning this matter, feel free to contact me at (504) 658-7047 or Dennis.Murphy@nola.gov.

Sincerely,



Dennis Murphy
Principal Plan Reviewer

Approved__BB__ Bryan Block, Director

LaToya Cantrell
MAYOR

CITY OF NEW ORLEANS

Bryan Block
EXECUTIVE DIRECTOR

Friday, July 25, 2025

Honorable City Council
1300 Perdido Street
New Orleans, LA 70112

Re: 2330-32 Royal Street/630-32 Mandeville Street

Ladies and Gentlemen:

Attached, please find a report regarding an appeal of the New Orleans Historic District Landmarks Commission's denial of the request for retention of the visually prominent roof-mounted HVAC equipment, inappropriate light fixtures, and decorative metal gate installed in deviation of the Certificate of Appropriateness.

Should you have any questions or require any additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Eleanor Burke

Eleanor Burke
Deputy Director



Royal Street elevation



Mandeville Street elevation

2230-32 Royal Street/630-32 Mandeville Street is a non-contributing rated structure located in the Faubourg Marigny local historic district. The CofA for the renovation and construction of new, second floor additions was issued in August of 2022. Currently, the majority of construction work appears to have been substantially completed, however, there are several minor deviations from the approved documents that are not Staff approvable. The applicant is now requesting retention of these items.

Visually Prominent HVAC Equipment:

The approved drawings show the new roof-mounted HVAC units located away from the building edges at a position where they would not be visible from any surrounding street. However, the units were instead installed closer to the front and right-side of the building than approved. At the current location, the tops of both units are visible from the intersection of Mandeville and Royal Street, and from several points along Royal Street. Because these units were approved at a location where they would have no visibility, because there is ample space available on the roof for relocation, and because shifting the unit locations is likely not cost prohibitive, Staff recommended denial of the request for retention and recommends the HVAC units be relocated to a position where they are not visible from the surrounding public right of way.



Current Visibility from Royal & Mandeville Streets



Current Visibility from Royal Street

Inappropriate Decorative Light Fixtures:

The approved elevation drawings indicate the locations where decorative light fixtures were approved for installation, with two (2) fixtures at the Mandeville Street side and four (4) fixtures at the Royal Street side. Additionally, the approved drawings and CofA clearly indicate that all new exterior light fixtures must be submitted to HDLC for review and approval prior to purchase and installation. Unfortunately, the installed fixtures were not submitted for review, and are not considered appropriate in terms of their overall quantity, locations, and design.

The HDLC Design Guidelines note that the type and placement of lighting plays an important role in maintaining the authentic historic character of a building. When modifying or installing lighting, there must be a balance between providing sufficient lighting to provide a secure feeling and fitting within a neighborhood and streetscape context. Decorative Lighting generally draws attention to the fixture or design rather than providing significant illumination. In most instances, the number of decorative lights should be limited, and located near the primary entrance, and they should be scaled appropriately for the proposed location.

Based on these factors, Staff recommended denial of the request for retention and recommended the light fixtures be removed and replaced with new fixtures that are more appropriate for the building and historic context, and that are located where previously approved.

Inappropriate Decorative Light Fixtures:



Current Royal Street Elevation

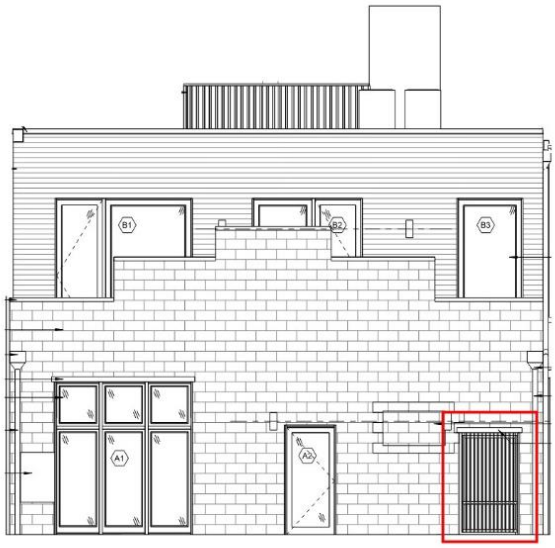


Current Mandeville Street Elevation

Inappropriate Decorative Gate:

The HDLC Design Guidelines require new metal fences and gates to be plain and simple in their overall design and detailing, with no additional decorative infill panels or filigree. The approved drawings show this gate as being plain and simple to meet these requirements, however, four additional decorative fleur-de-lis panels were installed at the exterior side that are considered inappropriate. Because these decorative panels do not meet the HDLC Design Guidelines, because they were installed without HDLC approval, and because they can be easily removed, Staff recommended denial of the request for retention.

Inappropriate Decorative Gate:



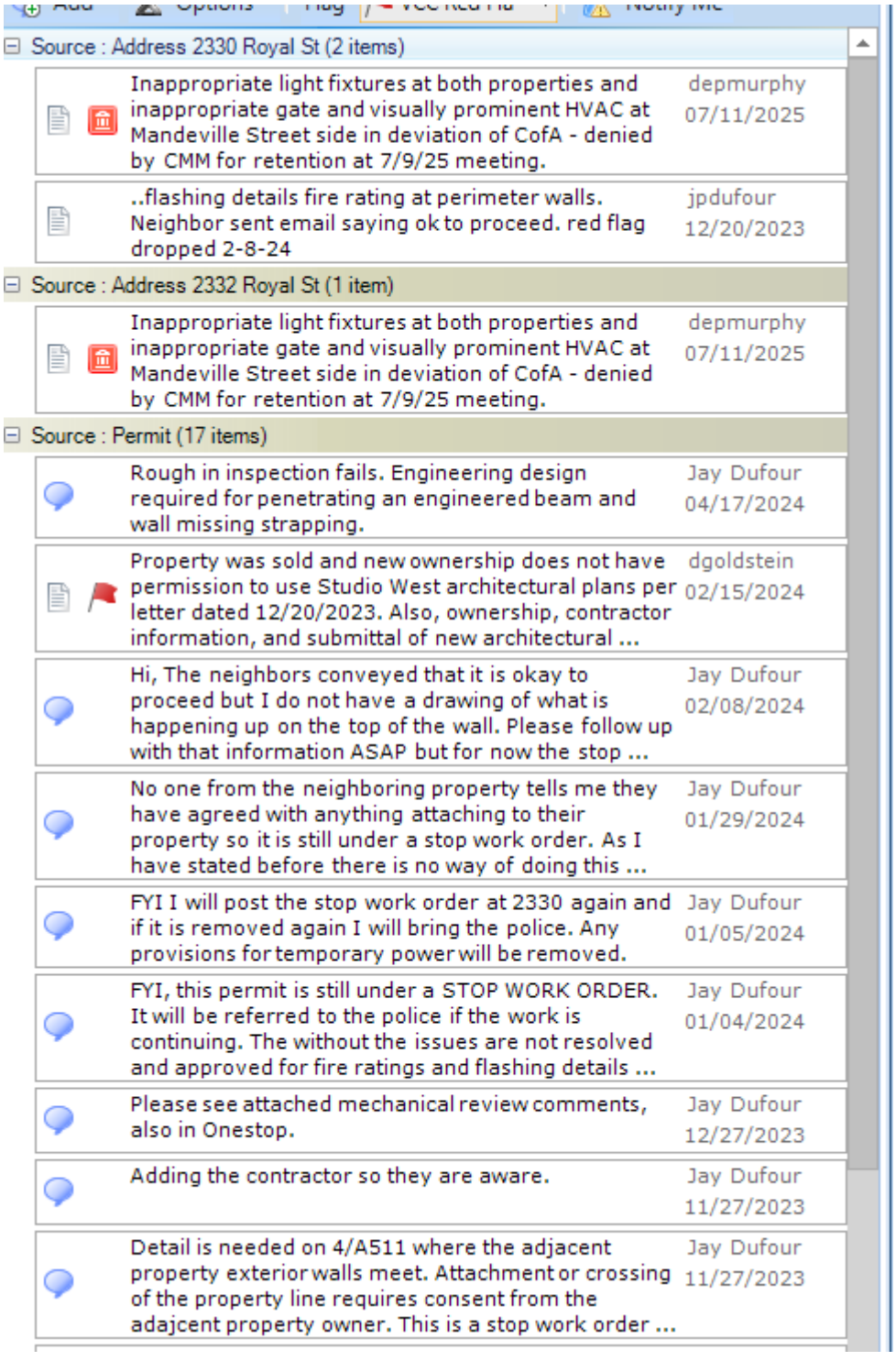
Gate Location at Mandeville Street Elevation



Current Gate w/ Added Decorative Exterior Panels

At their meeting of July 9, 2025 the Commission reviewed the Staff recommendations and the Owner's statement. The Commission agreed that the relatively small items in question could easily be remedied and were not installed as approved. The Commission then voted unanimously to deny the application for retention.

It is very common that, when such items are installed in deviation of the City Council-approved Design Guidelines and without approval are allowed to be retained, other property owners, in turn, install similar things on their buildings without approval. The HDLC is rigorous in its enforcement of the Design Guidelines consistently so that everyone is held to the same standard. Preserving the historic integrity of the various districts is within the mission of the HDLC. As such, we respectfully request that you work with us in upholding these standards and deny this appeal.


Source : Address 2330 Royal St (2 items)
Inappropriate light fixtures at both properties and inappropriate gate and visually prominent HVAC at Mandeville Street side in deviation of CofA - denied by CMM for retention at 7/9/25 meeting.
depmurphy 07/11/2025
..flashing details fire rating at perimeter walls. Neighbor sent email saying ok to proceed. red flag dropped 2-8-24
jpdufour 12/20/2023
Source : Address 2332 Royal St (1 item)
Inappropriate light fixtures at both properties and inappropriate gate and visually prominent HVAC at Mandeville Street side in deviation of CofA - denied by CMM for retention at 7/9/25 meeting.
depmurphy 07/11/2025
Source : Permit (17 items)
Rough in inspection fails. Engineering design required for penetrating an engineered beam and wall missing strapping.
Jay Dufour 04/17/2024
Property was sold and new ownership does not have permission to use Studio West architectural plans per letter dated 12/20/2023. Also, ownership, contractor information, and submittal of new architectural ...
dgoldstein 02/15/2024
Hi, The neighbors conveyed that it is okay to proceed but I do not have a drawing of what is happening up on the top of the wall. Please follow up with that information ASAP but for now the stop ...
Jay Dufour 02/08/2024
No one from the neighboring property tells me they have agreed with anything attaching to their property so it is still under a stop work order. As I have stated before there is no way of doing this ...
Jay Dufour 01/29/2024
FYI I will post the stop work order at 2330 again and if it is removed again I will bring the police. Any provisions for temporary power will be removed.
Jay Dufour 01/05/2024
FYI, this permit is still under a STOP WORK ORDER. It will be referred to the police if the work is continuing. The without the issues are not resolved and approved for fire ratings and flashing details ...
Jay Dufour 01/04/2024
Please see attached mechanical review comments, also in Onestop.
Jay Dufour 12/27/2023
Adding the contractor so they are aware.
Jay Dufour 11/27/2023
Detail is needed on 4/A511 where the adjacent property exterior walls meet. Attachment or crossing of the property line requires consent from the adajcent property owner. This is a stop work order ...
Jay Dufour 11/27/2023

From: Carmen Lee Nance Gambrill <carmensgallery@gmail.com>
Sent: Tuesday, July 8, 2025 3:15 PM
To: Michala Daniels <Michala.Daniels@nola.gov>
Subject: 2330-2332 Royal Street hearing July 9 @ 1 p.m.

Good afternoon,

I am aware of the hearing for Curtis Lawrence, owner of the property adjacent to mine, only because of another neighbor, Michelle Picou. I was not mailed a notice to my permanent address, so I am making my thoughts and concerns known via email. I trust that they will be in the public record for the hearing.

I strongly object to allowing the fixtures (HVAC, lights, gate, and building addition-- all installed without permits) to remain in place, at least without a substantial penalty. Mr. Curtis Lawrence has been difficult to deal with all along. He did damage to my home at 2328 Royal Street...and caused me financial and emotional harm. I paid around $10,000 to correct the problem when he ripped the copper flashing off the side of my home and had to hire a contractor to replace it to its original condition. Mr. Lawrence's foreman agreed to cover the cost of the flashing materials ($3,000), but when Guaranty Sheet Metal sent the bill, it went unpaid. I finally paid it myself because they did the work that they were contracted to do and they needed to be compensated. I was assured that I would be repaid by Mr . Lawrence, but that never happened. I also spent thousands of dollars on a lawyer, whose letters to Mr. Lawrence remained unanswered.

My point is this. He cannot be trusted to do what he says he will do. He counts on forgiveness rather than getting permission. When I built my house, I had very stringent rules from the Historic Commission , which I followed to the letter. It disturbs me that the same rules do not apply to this situation, especially when he left both my house and that of the Picous in disrepair. The Picou's home was flooded when Mr Lawrence's company ripped gutters off and have not to date corrected the situation.
All of my statements can be documented. I do not support Curtis Lawrence's requests. Thank you. I am available to provide further information if needed.

Respectfully,
Carmen Lee Nance Gambrill
2328 Royal Street, NOLA
Mailing address: PO Box 1551
Solomons, MD 20688
Carmen

carmen's gallery & carmengambrillart.com

This year celebrating our 41st year on Solomons Island (chosen by Coastal Living Magazine as "one of the top 15 happiest seaside towns in the U.S.!")

www.carmensgallery.com
410.326.2549/FAX 410.326.3264

Additional information, public comment, drawings and photos may be found in the staff report:

https://sites.google.com/view/no-cmm-070925/new-business-retention-applications/2330-2332-royal-st-630-632-mandeville-st

Video of the hearing may be found here:
https://cityofno.granicus.com/MediaPlayer.php?view_id=34&clip_id=5155

MOTION

NO. M-25-454

CITY HALL: August 21, 2025

BY: COUNCILMEMBER KING

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That **CURTIS LAWRENCE**'s appeal of the Historic District Landmarks Commission's (HDLC) denial of the application for the retention of the visually prominent roof-mounted HVAC equipment, inappropriate light fixtures, and decorative metal gate installed in deviation of the Certificate of Appropriateness for property located at **2330-32 Royal Street and 630-32 Mandeville Street**, is granted, and the decision of the HDLC is hereby reversed.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to all affected departments, including the HDLC and the Department of Safety and Permits.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

Outlook

FW: Appeal

From Clerk of Council <clerkofcouncil@nola.gov>
Date Tue 7/29/2025 3:15 PM
To Denise Mills <dmills@nola.gov>; Naomi R. Mark <nrmark@nola.gov>; Denise M. Russ <dmruss@nola.gov>; Cecil C. Hartzog <cchartzog@nola.gov>

From: Tyler Wagnon <krewepropertygroup@gmail.com>
Sent: Tuesday, July 29, 2025 11:51 AM
To: Clerk of Council <clerkofcouncil@nola.gov>
Subject: Appeal

Hello,

I wish to appeal my CSTR renewal rejection for license 21-CSTR-20087 at 2749 Conti Street. Please let me know what you need from me regarding this matter.

Thank you,

Tyler Wagnon

MOTION

NO. M-25-452

CITY HALL: August 21, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

WHEREAS, the applicant reached out to the Department of Safety and Permits to renew the commercial short term rental license in June of 2024; and

WHEREAS, the applicant emailed and called the Department to follow up consistently for months prior to appealing the issue to the Council; and

WHEREAS, the applicant has operated legally and applied to renew the permit over a year ago, while the City was preparing to host Super Bowl LIX, which further strained the time and resources of the Department; and

WHEREAS, the applicant provided emails and a call log proving the attempts to resolve this matter without an appeal; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the request of **TYLER WAGNON**, appealing the denial of the application for a commercial short-term rental license for the property located at **2749 Conti Street**, is hereby **APPROVED**.

BE IT FURTHER MOVED, That nothing herein shall be deemed to waive any other legal requirements, and the Department of Safety and Permits shall not issue any permits or licenses for this property without all other requirements being met by the applicant.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Department of Safety and Permits and the City Planning Commission.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

David Starks

LiivUP

david@liivup.com

(504) 710-0554

August 1, 2025

Clerk of Council

New Orleans City Council

1300 Perdido Street, Room 1E09

New Orleans, LA 70112

RE: Formal Appeal – Request to Renew Commercial STR Licenses for Pre-Existing Properties

Dear Clerk of Council,

I am writing on behalf of Mr. Joseph Fertitta, the owner of several properties that were previously licensed as Commercial Short Term Rentals in the City of New Orleans. I work closely with Mr. Fertitta in the management of these properties through our company, LiivUP, and am submitting this appeal on his behalf.

This letter is a formal request for consideration regarding the current Interim Zoning District (IZD) restrictions on Commercial STRs. The properties in question were all formerly licensed and operated in full compliance with applicable city regulations during their period of lawful activity.

Regrettably, due to an administrative oversight, we failed to submit renewal applications for these licenses prior to their expiration. We acknowledge and sincerely apologize for this mistake. We have always strived to maintain the highest standards of regulatory compliance and responsible property management.

We respectfully ask that the Council consider allowing the renewal of these licenses based on the fact that these are not new STRs, but rather existing, previously approved Commercial STRs. These properties were established and operating long before the IZD was enacted, and we hope they can be distinguished from new applications currently affected by the zoning change.

We understand the City's goals in regulating STRs to preserve neighborhood character and housing availability, and we support those efforts. At the same time, we believe there is merit in preserving continuity for operators who have demonstrated a history of compliance and good-faith participation in the regulatory process.

We would be grateful for the opportunity to continue lawful operations and are fully prepared to provide any supporting documentation or participate in any hearings necessary to support this request.

Thank you for your time, consideration, and dedication to the City of New Orleans.

Sincerely,

David Starks

On behalf of Joseph Fertitta

LiivUP

david@liivup.com

(504) 710-0554

1039 Constance 1	20-CSTR-24124
1039 Constance 2	20-CSTR-24125
1039 Constance 3	20-CSTR-24129
1039 Constance 4	20-CSTR-24130
1039 Constance 5	20-CSTR-24131
1039 Constance 6	20-CSTR-24132
1039 Constance 7	20-CSTR-24134
1039 Constance 8	20-CSTR-24136

521 St Joseph St	22-CSTR-17714

527 St Joseph Unit C	23-CSTR-01174
527 St Joseph PHF	23-CSTR-01172
527 St Joseph PHG	23-CSTR-01173

MOTION

NO. M-25-453

CITY HALL: August 21, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

WHEREAS, the applicant applied to renew the commercial short-term rental licenses in April of 2024 and followed up in June of that year; and

WHEREAS, nearly a year later in March of 2025, the Department of Safety and Permits reviewed and closed the applicant's application as deficient, without comments, notes or explanation; and

WHEREAS, the applicant operated legally and applied to renew the permit over a year ago, while the City was preparing to host Super Bowl LIX, which further strained the time and resources of the Department; and

WHEREAS, the applicant was not made aware of all the necessary steps to acquire a license by Safety and Permits until May 2025; and

WHEREAS, if the Department of Safety and Permits had made all the requirements clear when the original applications were made, the applicant would have been inside of the 180 day window to renew their license prior to its expiration due to the Interim Zoning District and would not require an appeal to the Council; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the request of **DAVID STARKS, LIIVUP, ON BEHALF OF JOSEPH FERITTA** appealing the commercial short-term rental interim zoning district for 1039 Constance Street Units #1-8, 521 St.

Joseph Street, 527 St. Joseph Street Unit C, 527 St. Joseph St. Unit PHF, and 527 St. Joseph St. Unit PHG, is hereby **APPROVED**.

BE IT FURTHER MOVED, That nothing herein shall be deemed to waive any other legal requirements, and the Department of Safety and Permits shall not issue any permits or licenses for this property without all other requirements being met by the applicant.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Department of Safety and Permits and the City Planning Commission.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

BIVALACQUA GELÉ + ELLIS
NEW ORLEANS LITIGATION ATTORNEYS

Robert J. Ellis, Jr.
PARTNER
bob@bivlaw.com

504

July 29, 2025

VIA EMAIL CLERKOFCOUNCIL@NOLA.GOV

City of New Orleans
Ms. Aisha Collier, Clerk of Council
1300 Perdido Street, Room 1E09
New Orleans, Louisiana 70112

Re: Appeal for the retention of the fiber-cement siding.
327 Bourbon Street
Reference Code: JTOPPN

Dear Clerk:

Pursuant to the City of New Orleans appeal procedure my client is appealing to the New Orleans City Council the denial of the appeal to the Vieux Carre Commission with regard to the retention of fiber-cement siding. The attachment further details the nature of the appeal.

If you have any questions or require any additional information in this regard, please let me know. Thank you.

Sincerely,

Robert "Bob" J. Ellis, Jr.

RJE/
Attachment

LaToya Cantrell
MAYOR

CITY OF NEW ORLEANS

Bryan D. Block
INTERIM DIRECTOR

Thursday, July 3, 2025

Myles Martin
400 S Jeff Davis Parkway
New Orleans, LA 70119

Re: 327 Bourbon St
Reference Code: JT0PPN

Dear Myles Martin:

This letter confirms the actions of the Vieux Carré Commission at its meeting of Wednesday, June 18, 2025, concerning your application for the following work: Appeal of Architecture Committee denial of proposal to retain items completed in deviation of approved plans including synthetic cornice and fiber cement board siding, per application & materials received 12/29/2024.

Mr. Nick Albrecht read the staff report with Mr. Bob Ellis, attorney, and Mr. Jake Garofalo, contractor, present on behalf of the application.

Mr. Ellis began to go into the history with the previous tenant and the process of evicting them along with previous damage to the building. Commission chair Stephen Bergeron noted they shouldn't get too "jammed up" in the history of what happened acknowledging there were questions about it but stating his belief that what is being looked at today is the fact that the approved drawings called for certain materials and then, without VCC approval, alternate materials were installed. Mr. Bergeron continued, noting staff finds those materials to be inappropriate, that the Architecture Committee found them to be inappropriate, and appellants are asking to retain them on the basis of hardship.

Commissioner Vincent Weaver asked what caused them to change materials. Mr. Garofalo replied that the cornice's material composition, as he saw it, was failing throughout and on the lack of existing metal presses available that could re-create a new, matching cornice. Mr. Garofalo continued about the problem of dissimilar metals in terms of the roof/flashing and metal cornice could lead to galvanic action which could lead to deterioration. He further that a re-creation in a resin product would alleviate this condition.

Cm. Weaver stated his belief that the drawings should have been vetted before they proceeded and that communication is key. He went on to note that if the applicant or contractor couldn't find an approved material, or if they thought there was a better alternative, then that needed to have been brought back to

the Committee. issues better instead of making changes on-site unilaterally.

Cm. Bergeron asked why the approved wood siding on the rear addition was changed to fiber-cement. Mr. Garofalo responded that he thought it was the best building material due to maintenance and life safety because it carries a fire rating. Commissioner Gabriel Virdure noted that there are contract approved documents that the architect submitted to the City, the VCC, and to the Fire Marshal that were all noted as being in compliance with the wood siding.

Commissioner Sandra Shilstone asked how often you have to paint fiber-cement siding and there was a discussion about that aspect of the materials. Mr. Garofalo mentioned a 5-year time frame for paint on the wood siding. Cm. Bergeron stated his belief that 5 years is a dubious claim and that being a short time frame even for contemporary wood. Cm. Bergeron again reiterated the point is that the drawings said a tapered wood lap siding and that got changed in the field without communicating that to anyone maybe not even the architect. In response to Mr. Garofalo's question as to why the fiber-cement can be used in some hard to maintain areas but not this one, Ms. Erin Vogt noted for clarification the allowance only under extreme circumstances giving the example of a property in which the wall was having to be rebuilt from the inside due to almost zero clearance with the adjacent wall.

Cm. Bergeron stated his belief that the Committee can't consider these matters on the architectural merits but that it has to be a hardship consideration. The two issues should be considered separately as well. There was a brief discussion among the Committee regarding what might constitute a hardship in terms of the cornice. There was a brief back and forth about the possible lifespan of the cornice as well as how it was installed. Cm. Weaver addressed Mr. Garofalo directly specifically addressing him as a fellow contractor and expressed the matter of knowing the processes and procedures of the VCC as well as the obligations to contract documents and previous approvals.

There was no public comment.

Cm. Virdure made the motion to uphold VCC's position denying the fiber-cement siding. Ms. Shilstone seconded the motion and the motion passed unanimously.

Cm. Virdure made a second motion that by approving the retention of the cornice on the basis of hardship the cornice should not be considered a grandfathered condition and VCC approval of this current condition shall not be considered grandfathered for any future application. Ms. Shilstone seconded the motion and the motion passed unanimously.

The Vieux Carré Commission voted to **deny** the appeal for the retention of the fiber-cement siding. The Vieux Carré Commission voted to **approve** the retention of the synthetic cornice, noting that it should not be considered grandfathered for any future applications.

All decisions of the Vieux Carré Commission may be appealed to the City Council. If you wish to appeal this decision to City Council, please provide the Clerk of Council with written notice of intent to appeal and this result letter within 30 days of the date of this letter.

Should you have any questions concerning this matter, feel free to contact me at ngalbrecht@nola.gov.

Sincerely,

Nicholas G Albrecht
Building Plan Examiner

Approved BB Bryan D. Block, Director

cc: Bob Ellis

MOTION

NO. M-25-455

CITY HALL: August 21, 2025

BY: COUNCILMEMBER KING

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That **ROBERT "BOB" J. ELLIS, JR.**'s appeal of the Vieux Carré Commission's (VCC) denial of the application for the retention of the unpermitted installation of fiber-cement siding in deviation of approved plans for the property located at **327 Bourbon Street**, is granted, and the decision of the VCC is hereby reversed.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to all affected departments, including the VCC and the Department of Safety and Permits.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

City Planning Commission
Staff Report
Tuesday, July 8, 2025

Zoning Docket 033-25
Prepared by: Haley Webb
Date: 7/9/2025
Deadline for CPC action: 9/6/2025
CC Deadline: 60 days from receipt
City Council District: B - Harris

Applicant: Ombra NOLA, LLC
Request: Conditional use to permit a bar in a CBD-6 Urban Core Neighborhood Intensity Mixed-Use District
Property Description: Square 51, Lot 35 or 48, in the First Municipal District, bounded by Andrew Higgins Drive, South Diamond Street, South Peters Street, and Tchoupitoulas Street
Address(es): 325 Andrew Higgins Drive

Description

The subject site, located along Andrew Higgins Drive between Tchoupitoulas Street and S Peters Street, is comprised of one lot that totals approximately 1,258 square feet of total lot area. The applicants propose to renovate the entirety of the building, including the roof, equaling 2,354 square feet of floor area. The first floor of the building will include 1,177 square feet of usable space, while the roof will create 640 square feet of usable space and 257 square feet of utility space.

The bar requires a conditional use as the site is in a CBD-6 Urban Core Neighborhood Intensity Mixed-Use District, which allow such uses only as conditional uses.

Figure 1: Zoning Map



Figure 2: Proposed First Floor Plan

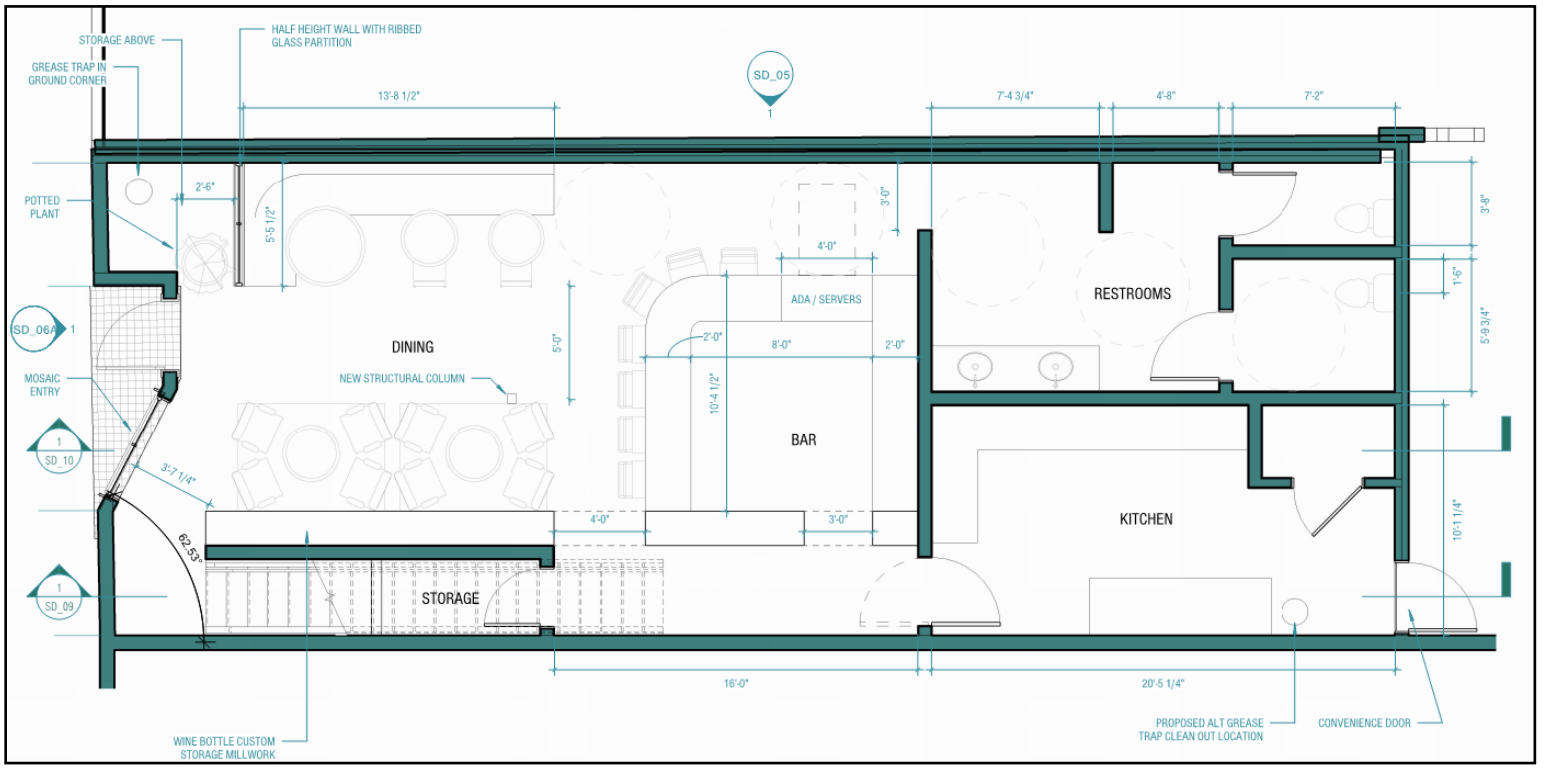
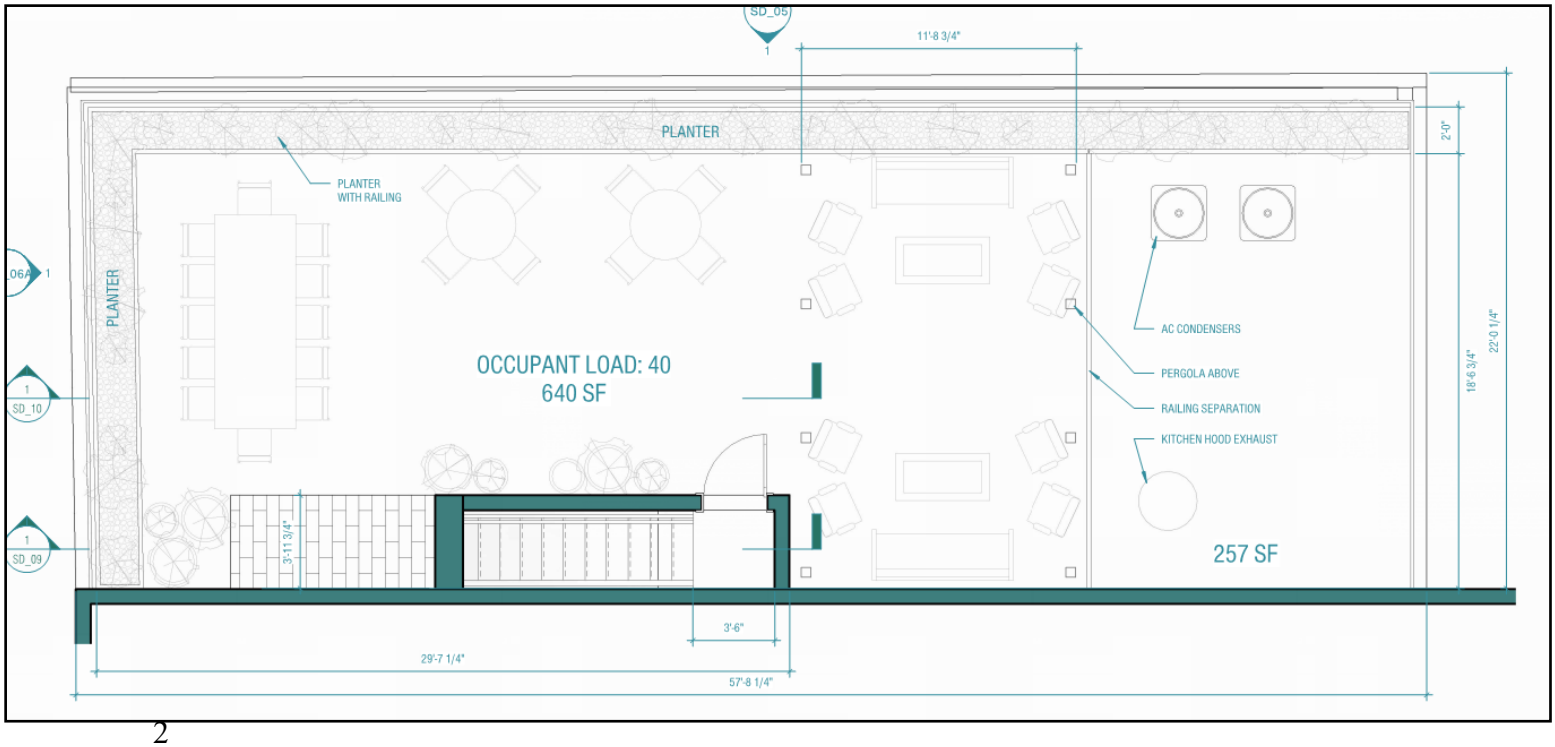
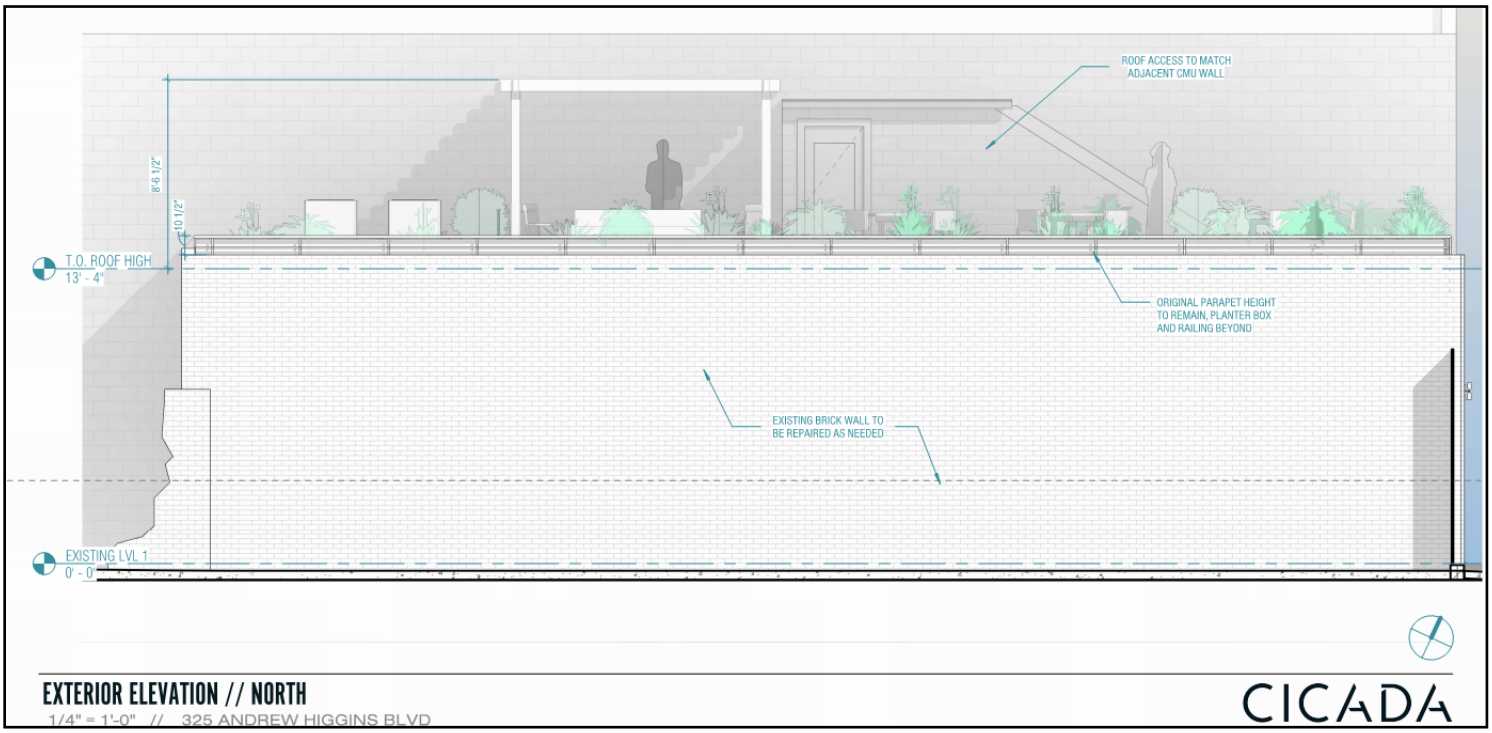
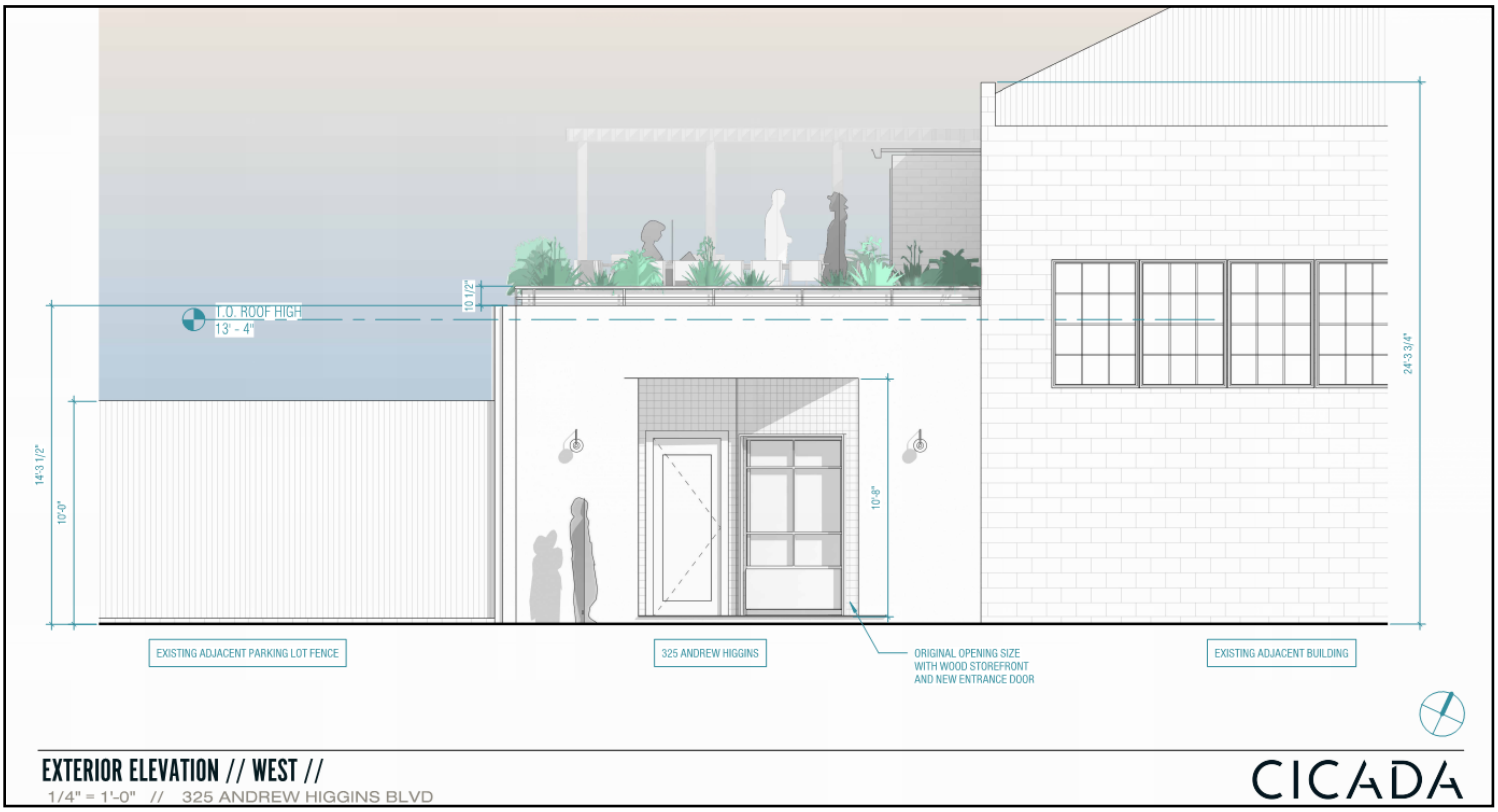


Figure 2: Proposed Roof Plan



Figures 3 and 4: Proposed Elevations





Reason for Commission Review

Per **Article 17, Section 17.3.A (Table 72-1: Permitted and Conditional Uses),** a Bar is deemed a conditional use in the CBD-6 Urban Core Neighborhood Intensity Mixed-Use District. The City Planning Commission is required to make a recommendation on all conditional use applications prior to City Council action, in accordance with **Article 4, Section 4.3.D.3 – Action by the City Planning Commission** of the Comprehensive Zoning Ordinance.

Analysis

Use Standards

Bars are subject to the use standards in **Article 20, Section 20.3.G** of the Comprehensive Zoning Ordinance. Staff recommends the following proviso, which reiterates those standards:

- In Accordance with **Article 20, Section 20.3.G** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:

  1. A bar shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following:
     a. For bars with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.
     b. The bar shall provide exterior security cameras, the location of which shall be indicated in the plan.
  2. A bar shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.
  3. On-site winery, micro-brewing and micro-distillery facilities are allowed in bars. If a bar contains a winery, brewery or distilling facility on-site, a floor plan indicating the area reserved for wine-making, brewing or distilling shall be submitted along with a description of the facility and capacity.
  4. Bars shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.
  5. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises is prohibited.
  6. Bars with live entertainment are also subject to the standards of this Article. Live entertainment is a separate principal use and subject to separate approval.
  7. If the bar plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plan shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.
  8. Security and operation plans may be revised by the property owner or licensed operator. New plans shall be resubmitted for approval.

Development Standards

In order to redevelop the existing commercial space and create a usable rooftop, the developer must adhere to the on-site development standards outlined in **Article 21, Section 20.6.O** of the Comprehensive Zoning Ordinance. Staff recommends the following proviso, which reiterates those standards:

- In Accordance with **Article 21, Section 21.6.O** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:

1. Accessory rooftop features of a flat roof, such as green roofs, rooftop decks, rooftop pools, rooftop gardens, and stormwater detention systems are permitted below the parapet of any flat roof building or flat roof portion of a building, and are excluded from the calculation of height and gross floor area, provided that the following standards are met:

a. Documentation shall be submitted demonstrating that the roof can support the additional load of plants, soil, and retained water, and that an adequate soil depth will be provided for plants to survive.

All planting materials and soils shall be of good quality and meet the American Standard for Nursery Stock (ASNS), latest edition, or equivalent for minimum acceptable form, quality and size for species selected. Vegetation shall be maintained in good condition, present a healthy, neat and orderly appearance, and be kept free of weeds, refuse and debris for the life of the building. Irrigation systems, when provided, shall be maintained in good operating condition to promote the health of the plant material and the conservation of water.

b. The roof contains sufficient space for future installations, such as mechanical equipment, that will prevent adverse impacts.

c. Rooftop decks or patios shall be set back five (5) feet from all building edges.

d. Guardrails shall be set back at least five (5) feet from the building edge.

2. Within the CBD Districts and the RIV-3 Bywater and RIV-4 Riverfront Overlay Sub-Districts, in addition to the accessory flat roof features provided above, elevator machine rooms, bathroom facilities, stair bulkheads, and elevator lobbies are permitted on any flat roof building or flat roof portion of a building, and are excluded from the calculation of height, stories and gross floor area, provided that the following standards are met:

a. Elevator machine rooms shall not exceed the minimum size necessary to house and service the equipment as specified by the equipment manufacturer. Elevator lobbies shall be limited to thirty-six (36) square feet in area per elevator opening. Collectively, elevator machine rooms, stair bulkheads, elevator lobbies and bathroom facilities shall not exceed fifteen percent (15%) of the area of the flat roof on which they are located.

b. Elevator machine rooms and elevator lobbies shall be limited to a height of fourteen (14) feet as measured from the roof surface.

c. Elevator machine rooms and elevator lobbies shall be set back from any building edge fronting an adjacent street by a distance not less than their respective heights.

3. Any of the following, if located on a rooftop, shall be included in the calculation of building height and number of stories:

a. Enclosed habitable space
b. Awnings
c. Pergolas
d. Trellises
e. Shade structures.

Parking Requirements

No parking is required as per **Article 22, Section 22.4.C (Table 22-2)** and **Section 22.5.A.1**, which states that the Central Business District is exempt from the parking requirements for all uses. The subject property is zoned CBD-6; therefore, the proposed project is exempt from the parking requirement.

Anticipated impact on surrounding land uses

The proposed use is compatible with the mixed-use commercial character of the surrounding area. The applicant is bringing a vacant commercial building back into commerce while improving the visibility and character of the site. Additionally, the renovation and use of the roof should not impede on surrounding neighbors as adjacent buildings are two stories or greater. Overall, the site offers an opportunity for economic development and walkability within this area.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is met.

The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Plan for the 21st Century, commonly known as the Master Plan, if it furthers, or at least does not interfere with, the goals, policies, and is compatible with the proposed future uses, densities, and intensities designated in the Land Use Element of the Plan. "Chapter 13: Land Use Plan" of the Master Plan designates on the Future Land Use Map (FLUM) of the petitioned site as "Mixed-Use Downtown Core Neighborhood." The goal, range of uses, and development character for that designation are copied below.

> **MIXED-USE DOWNTOWN CORE NEIGHBORHOOD**
>
> **Goal:** Encourage and support a compact, walkable, transit-oriented, mixed-use neighborhood at the core of the city.
>
> **Range of Uses:** A mix of residential, office, commercial, hotel, retail, and service uses. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Transit and transportation facilities are allowed.
>
> **Development Character:** The scale of new development will vary depending on location, with taller development generally encouraged along the edges of the CBD and new development that is sensitive to the scale of the neighborhood encouraged within the interior of the area. Incorporate risk reduction and adaptation strategies in the built environment.

The proposed use and building design are typical of what is appropriate in a mixed-use neighborhood focused on walkability, cyclability, and transit access. The proposed commercial use in tandem with the site and building design encourages compact, walkable, transit-oriented development and designed to

accommodate pedestrian activity, particularly with a courtyard facing the public rights-of-way. The proposed development generally meets the goal, range of uses and development character of the Mixed-Use Downtown Core Neighborhood future land use designation.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is met.

The site is located within a CBD-6 Urban Core Neighborhood Mixed-Use District. The purpose of the CBD-6 District is intended to provide for a downtown neighborhood environment with a mix of housing types, supporting residential services and commercial uses conveniently situated with respect to employment opportunities. The proposal to add a bar would be consistent with the surrounding area and would achieve the goals of the current zoning district.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is met.

The proposal meets associated use standards and will meet all environmental performance standards listed in **Article 21, Section 21.3.**

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is met.

The proposed use is to occupy an existing commercial structure and abuts other commercial uses. Other than the conversion to create a usable roof, no work is proposed that would significantly alter the exterior of the building. Therefore, the character and integrity of adjacent development would not be affected.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

This is not applicable. Currently, the applicants have not stated an intent to request any variances, nor are any needed at this time.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is met. The proposal would return a vacant site to use, and the staff recommended provisos would address potential adverse impacts.

Staff Recommendation

The staff recommends **APPROVAL** of Zoning Docket 033/25 subject to three (3) provisos:

Provisos

1. In Accordance with **Article 20, Section 20.3.G** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
    1. A bar shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following:
        a. For bars with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.
        b. The bar shall provide exterior security cameras, the location of which shall be indicated in the plan.
    2. A bar shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.
    3. On-site winery, micro-brewing and micro-distillery facilities are allowed in bars. If a bar contains a winery, brewery or distilling facility on-site, a floor plan indicating the area reserved for wine-making, brewing or distilling shall be submitted along with a description of the facility and capacity.
    4. Bars shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.
    5. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises is prohibited.
    6. Bars with live entertainment are also subject to the standards of this Article. Live entertainment is a separate principal use and subject to separate approval.
    7. If the bar plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plan shall be updated and resubmited for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.
    8. Security and operation plans may be revised by the property owner or licensed operator. New plans shall be resubmitted for approval.

2. In Accordance with **Article 21, Section 21.6.O** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:
    1. Accessory rooftop features of a flat roof, such as green roofs, rooftop decks, rooftop pools, rooftop gardens, and stormwater detention systems are permitted below the parapet of any flat roof building or flat roof portion of a building, and are excluded from the calculation of height and gross floor area, provided that the following standards are met:
        a. Documentation shall be submitted demonstrating that the roof can support the additional load of plants, soil, and retained water, and that an adequate soil depth will be provided for plants to survive.
        All planting materials and soils shall be of good quality and meet the American Standard for Nursery Stock (ASNS), latest edition, or equivalent for minimum acceptable form, quality and size for species selected. Vegetation shall be maintained in good condition, present a healthy, neat and orderly appearance, and be kept free of weeds, refuse and debris for the life of the building. Irrigation systems, when provided, shall be maintained

in good operating condition to promote the health of the plant material and the conservation of water.

b. The roof contains sufficient space for future installations, such as mechanical equipment, that will prevent adverse impacts.

c. Rooftop decks or patios shall be set back five (5) feet from all building edges.

d. Guardrails shall be set back at least five (5) feet from the building edge.

2. Within the CBD Districts and the RIV-3 Bywater and RIV-4 Riverfront Overlay Sub-Districts, in addition to the accessory flat roof features provided above, elevator machine rooms, bathroom facilities, stair bulkheads, and elevator lobbies are permitted on any flat roof building or flat roof portion of a building, and are excluded from the calculation of height, stories and gross floor area, provided that the following standards are met:

a. Elevator machine rooms shall not exceed the minimum size necessary to house and service the equipment as specified by the equipment manufacturer. Elevator lobbies shall be limited to thirty-six (36) square feet in area per elevator opening. Collectively, elevator machine rooms, stair bulkheads, elevator lobbies and bathroom facilities shall not exceed fifteen percent (15%) of the area of the flat roof on which they are located.

b. Elevator machine rooms and elevator lobbies shall be limited to a height of fourteen (14) feet as measured from the roof surface.

c. Elevator machine rooms and elevator lobbies shall be set back from any building edge fronting an adjacent street by a distance not less than their respective heights.

3. Any of the following, if located on a rooftop, shall be included in the calculation of building height and number of stories:

a. Enclosed habitable space

b. Awnings

c. Pergolas

d. Trellises

e. Shade structures.

3. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

CITY PLANNING COMMISSION MEETING (July 8, 2025)

The staff summarized the application and presented its recommendation of approval. The applicant's representative, Laura Barth, spoke in support of this request. There were no other speakers either in support or in opposition to this request.

Commissioner Joshi-Gupta made a motion to approve the application as recommended by staff subject to three (3) provisos. Commission Steeg seconded the motion, which was adopted.

MOTION:
BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 033/25 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO THREE (3) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Provisos

1. In Accordance with **Article 20, Section 20.3.G** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:

    1. A bar shall submit a security and operation plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies, with the following:

        a. For bars with an outdoor component, the plan shall include provisions regarding how the facility will control the sales of alcoholic beverages to ensure consumption on-premises.

        b. The bar shall provide exterior security cameras, the location of which shall be indicated in the plan.

    2. A bar shall submit a noise abatement plan, to be reviewed by the Director of Safety and Permits, and all other relevant City agencies.

    3. On-site winery, micro-brewing and micro-distillery facilities are allowed in bars. If a bar contains a winery, brewery or distilling facility on-site, a floor plan indicating the area reserved for wine-making, brewing or distilling shall be submitted along with a description of the facility and capacity.

    4. Bars shall submit a summary of the number and location of places of worship, educational facilities, and parks and playgrounds within three-hundred (300) feet of the proposed location.

    5. Unless otherwise permitted by law, retail sales of packaged alcoholic beverages for consumption off the premises is prohibited.

    6. Bars with live entertainment are also subject to the standards of this Article. Live entertainment is a separate principal use and subject to separate approval.

    7. If the bar plans an increase in intensity, such as an expansion of floor area or increase in permitted occupancy, the security and operation plan shall be updated and resubmitted for approval. The revised security and operation plan shall be approved prior to the issuance of any permits.

    8. Security and operation plans may be revised by the property owner or licensed operator. New plans shall be resubmitted for approval.

2. In Accordance with **Article 21, Section 21.6.O** of the Comprehensive Zoning Ordinance, the applicant shall meet the following standards:

    1. Accessory rooftop features of a flat roof, such as green roofs, rooftop decks, rooftop pools, rooftop gardens, and stormwater detention systems are permitted below the parapet of any flat roof building or flat roof portion of a building, and are excluded from the calculation of height and gross floor area, provided that the following standards are met:

        a. Documentation shall be submitted demonstrating that the roof can support the additional load of plants, soil, and retained water, and that an adequate soil depth will be provided for plants to survive.

        All planting materials and soils shall be of good quality and meet the American Standard for Nursery Stock (ASNS), latest edition, or equivalent for minimum acceptable form, quality and size for species selected. Vegetation shall be maintained in good condition, present a healthy, neat and orderly appearance, and be kept free of weeds, refuse and debris for the life of the building. Irrigation systems, when provided, shall be maintained in good operating condition to promote the health of the plant material and the conservation of water.

b. The roof contains sufficient space for future installations, such as mechanical equipment, that will prevent adverse impacts.

c. Rooftop decks or patios shall be set back five (5) feet from all building edges.

d. Guardrails shall be set back at least five (5) feet from the building edge.

3. Within the CBD Districts and the RIV-3 Bywater and RIV-4 Riverfront Overlay Sub-Districts, in addition to the accessory flat roof features provided above, elevator machine rooms, bathroom facilities, stair bulkheads, and elevator lobbies are permitted on any flat roof building or flat roof portion of a building, and are excluded from the calculation of height, stories and gross floor area, provided that the following standards are met:

a. Elevator machine rooms shall not exceed the minimum size necessary to house and service the equipment as specified by the equipment manufacturer. Elevator lobbies shall be limited to thirty-six (36) square feet in area per elevator opening. Collectively, elevator machine rooms, stair bulkheads, elevator lobbies and bathroom facilities shall not exceed fifteen percent (15%) of the area of the flat roof on which they are located.

b. Elevator machine rooms and elevator lobbies shall be limited to a height of fourteen (14) feet as measured from the roof surface.

c. Elevator machine rooms and elevator lobbies shall be set back from any building edge fronting an adjacent street by a distance not less than their respective heights.

3. Any of the following, if located on a rooftop, shall be included in the calculation of building height and number of stories:

a. Enclosed habitable space

b. Awnings

c. Pergolas

d. Trellises

e. Shade structures.

3. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with the Office of Conveyances. Failure to complete the conditional use process by properly recording plans within a one-year time period or failure to request an administrative extension as provided for in **Article 4, Section 4.3H** of the Comprehensive Zoning Ordinance will void the conditional use approval.

YEAS: Brown, Flick, Johnson, Jordan, Lunn, Joshi-Gupta, Steeg, Witry

NAYS: None

ABSENT: Stewart

City of New Orleans Property Viewer
325 ANDREW HIGGINS DR, LA, 70130



Property Information

Building Number

Unit Number

Site Address
325 Andrew Higgins Dr, LA, 70130

First Owner Name
OMBRA NOLA LLC

Second Owner Name

Mailing Address
4117 DANNEEL STREET

Mailing City
NEW ORLEANS

Mailing State
LA

Mailing Zip 5
70115

Mailing Zip +4

Use Code

Property Description
SQ 51 LOT 48 OR 35 HOWARD AVE 21' 8" X 58' 1"

GeoPIN
41135834

Tax Bill ID
102101726

Lot
48

Square

BLOCK
51

PARID
325-ANDREWHIGGINSBL

Parcel Area (sq.ft.)
1258

Parcel Dimensions (ft.)
21x58

Assessor Records and Sales/Transfer Information (https://beacon.schneidercorp.com/Application.aspx?AppID=979&LayerID=19792&PageTypeID=4&PageID=8663&Q=1886938444&KeyValue=325-ANDREWHIGGINSBL)

Zoning

Zoning District
CBD-6

Zoning Description
CBD-6 Urban Core Neighborhood Mixed-Use District (http://czo.nola.gov/article-17/)

Future Land Use

Future Land Use
DCN-MU

Future Land Use Description
Mixed-Use Downtown Core Neighborhood (https://masterplan.nola.gov/volume-2/13/#2-13-c)

Overlays and Interim Zoning Districts

Overlay / IZD Description
Maximum FAR Subject to Height Limit

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/article-17/#17-4-A)

Overlay / IZD Description
Maximum Height 65 ft. & 5 Stories

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/article-17/#17-4-A)

Overlay / IZD Description
Multi-Modal/Pedestrian Corridor

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-17/#17-6)

Overlay / IZD Description
Commercial Short Term Rental Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (http://czo.nola.gov/Article-19#19-4-A-20)

Overlay / IZD Description
Non-Commercial Short Term Rental Special Exception Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/article-19/#19-4-A-21)

Overlay / IZD Description
Customary Lodging Services Staffing Interim Zoning District

Visit City Planning's site to view the regulations of this Overlay. (https://czo.nola.gov/czo/media/IZD/2025/M-25-135.pdf)

Regulations in the overlay and interim zoning districts are combined with the base zoning district. In the event of overlapping districts, please contact the New Orleans One Stop Shop (https://nola.gov/onestop) for interpretation of the Overlays/Interim Zoning Districts.

Mandatory Inclusionary Zoning

Description
MIZ Mandatory Inclusionary Zoning Sub-Districts; Core Sub-District

View the CZO article on Mandatory Inclusionary Zoning. (https://czo.nola.gov/article-28/)

Local Historic Districts

Name
Warehouse District

Ordinance
MCS 6701, MCS 10304, MCS 10965, MCS 22555 (Expansion)

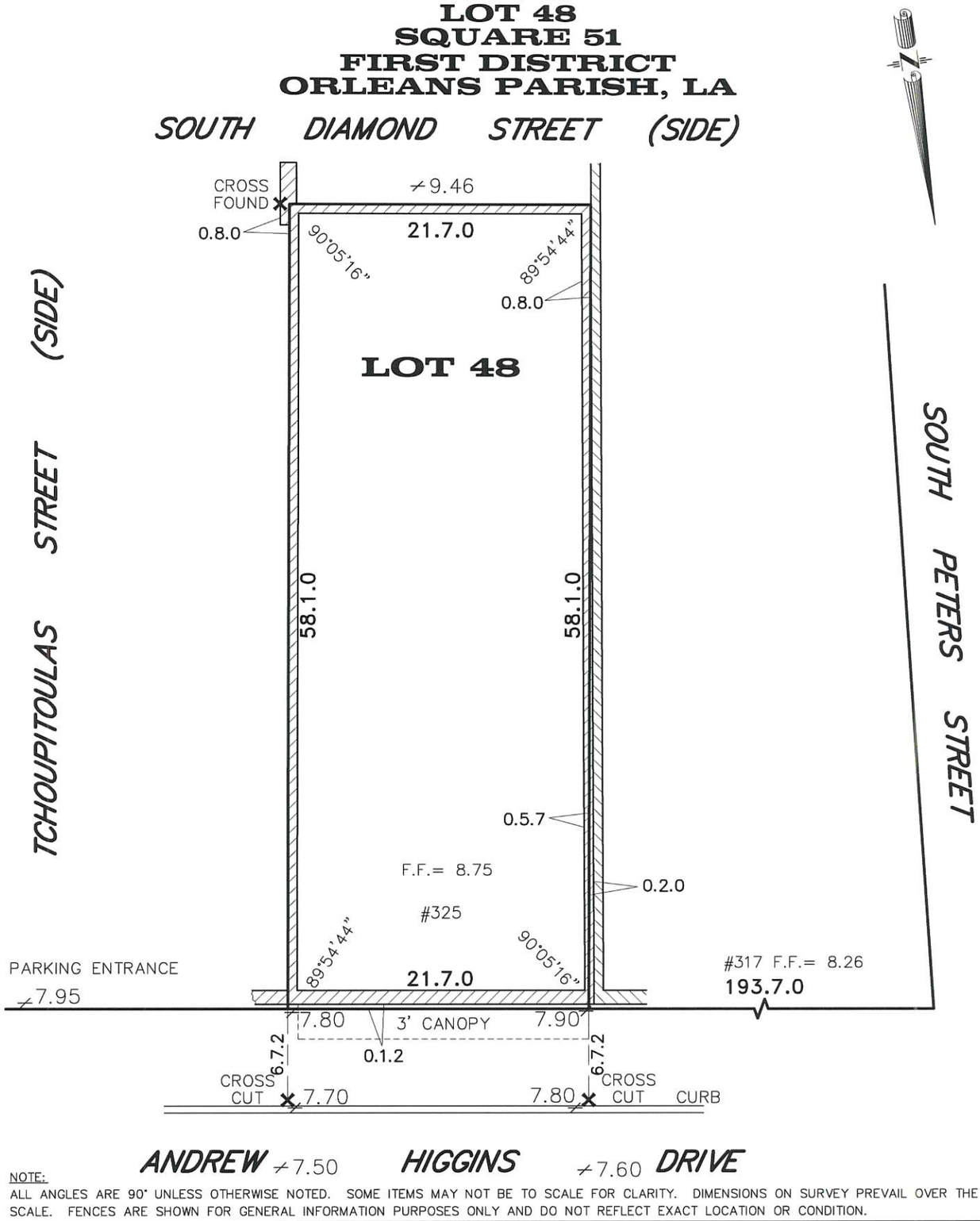
Jurisdiction
CBDHDLC

Control
Full

National Register of Historic Places

Name
Upper Central Business District

BOUNDARY SURVEY OF
LOT 48
SQUARE 51
FIRST DISTRICT
ORLEANS PARISH, LA



NOTE:
ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED. SOME ITEMS MAY NOT BE TO SCALE FOR CLARITY. DIMENSIONS ON SURVEY PREVAIL OVER THE SCALE. FENCES ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY AND DO NOT REFLECT EXACT LOCATION OR CONDITION.

STATE OF LOUISIANA
RICHMOND W. KREBS
REG. NO. 4836
REGISTERED PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES

ANGLES AND/OR BEARINGS ARE BASED ON REFERENCE PLAN #1
REFERENCE PLAN #1: A PLAN OF SURVEY BY RICHMOND W. KREBS LLC. DATED JUNE 6, 2008

THE SERVITUDES SHOWN ON THIS SURVEY ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

THIS PERIMETER SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE, AND SHALL NOT BE RELIED UPON FOR THAT PURPOSE. THERE IS NO WARRANTY THAT IT CONFORMS TO THE LEGAL TITLE, AND WAS MADE SOLELY ACCORDING TO THE INFORMATION PROVIDED THE SURVEYOR.

ELEVATION NOTES

THIS IS CERTIFY THAT SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONE, PER FLOOD INSURANCE RATE MAP (FIRM) DATED: 9/30/16 — FLOOD ZONE: X
BASE FLOOD ELEVATION: N/A — COMMUNITY PANEL: 225203 0229 F

THIS IS TO CERTIFY THAT THE PROPERTY BOUNDARY SURVEY RECORDED HEREON WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS STIPULATED IN LOUISIANA ADMINISTRATIVE CODE TITLE: 46:LXI, CHAPTER 29 FOR A CLASS "C" (SUBURBAN) SURVEY

MADE AT THE REQUEST OF GEORGE RUCKMAN
REVISED TO ADD ELEVATIONS APRIL 21, 2025.

BY: _____

R.W. KREBS
PROFESSIONAL LAND SURVEYING, LLC
RICHMOND W. KREBS, SR., PLS
3445 N. CAUSEWAY BLVD, SUITE 201
METAIRIE, LA. 70002
PHONE: (504) 889-9616
FAX: (504) 889-0916
E-MAIL: infonola@rwkrebs.com
WEB: www.rwkrebs.com

DATE: NOVEMBER 5, 2024	DRAWN BY: JSN
SCALE: 1" = 10'	CHECKED BY: NDK
JOB #: 241555, 250520	

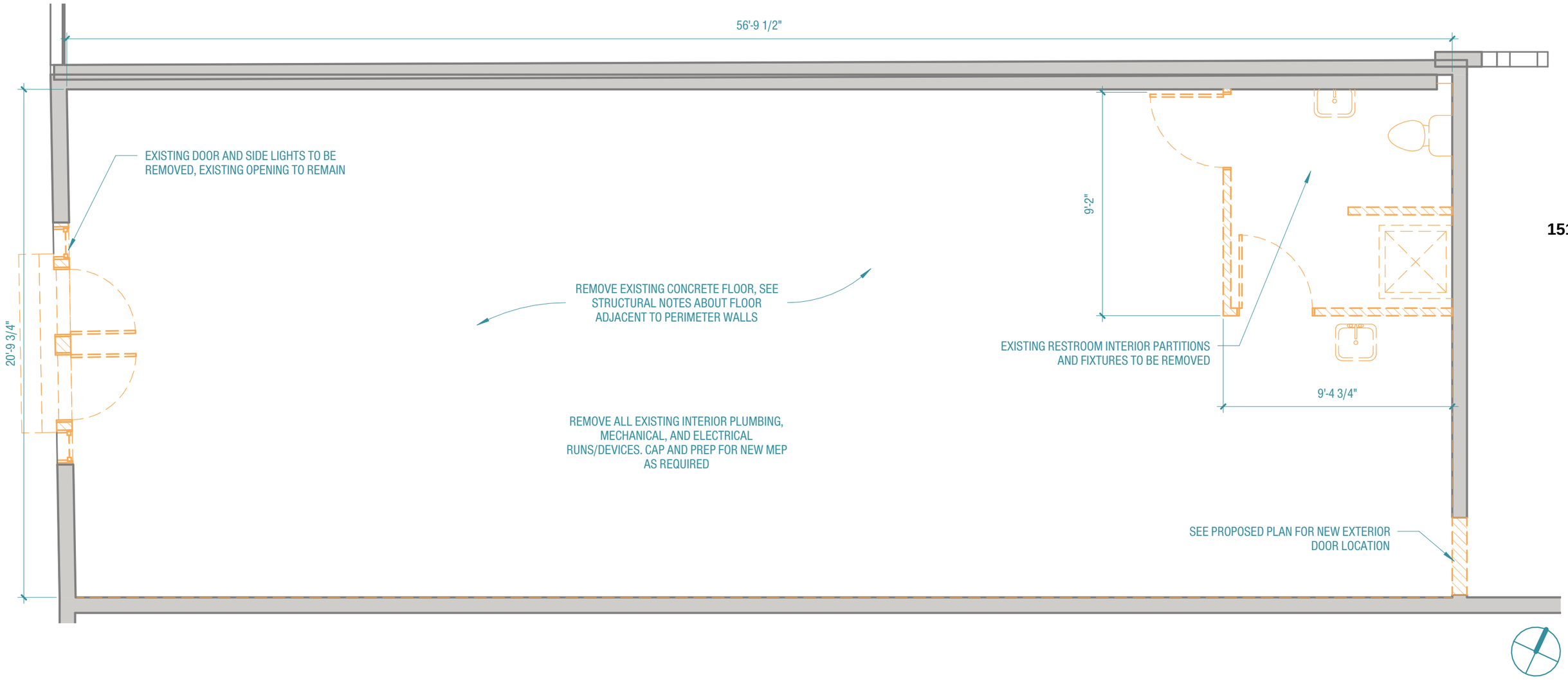
ZONING SUMMARY

ADDRESS	325 ANDREW HIGGINS DR, LA, 70130
PROP. DESCRIPTION	SQ 51 LOT 48 OR 35 HOWARD AVE 21' 8" X 58' 1"
LOT AREA	21X58 = 1258 SF
FLOOD ZONE	"X"
STORMWATER PLAN REQUIRED	NO; IMPERVIOUS SURFACE < 5000 SF
ZONING DISTRICT	CBD-6 URBAN CORE NEIGHBORHOOD MIXED-USE DISTRICT
APPLICABLE OVERLAY	MULTI-MODAL/PEDESTRIAN CORRIDOR
HISTORIC LANDMARK STATUS	NO
PROPOSED USES	FIRST FLOOR: WINE BAR/ RESTAURANT (conditional use) ROOF: SEATING/ UTILITY

LEVEL 1 INTERIOR SF	1177 SF
ROOF SF	1177 SF (640 SF OCCUPIABLE) (257 is utility)
GROSS SF	2354 SF
PARKING	SQ FOOTAGE EXEMPTION; FIRST 5000 SF EXEMPT

CODE SUMMARY

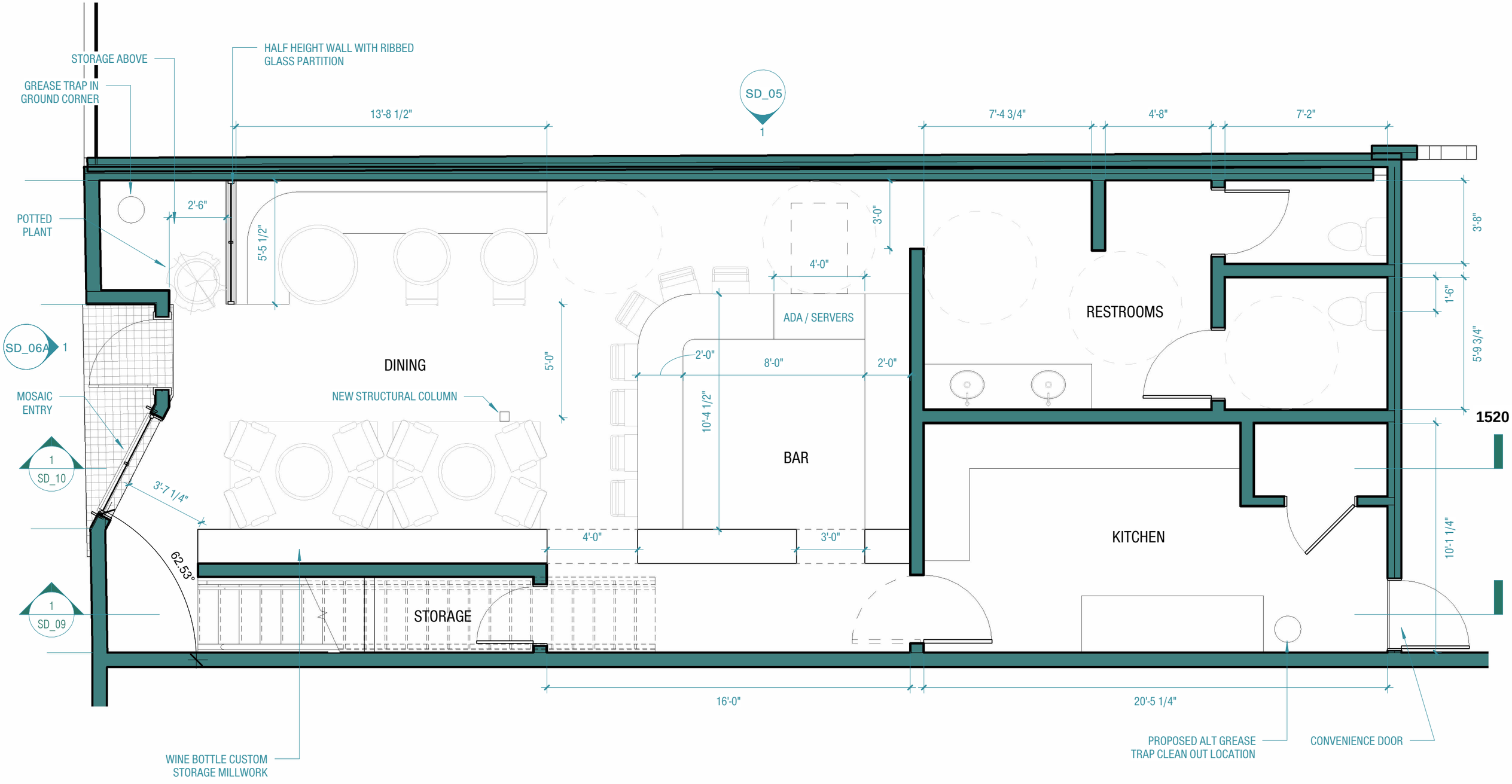
OCCUPANCY TYPE = ASSEMBLY	UNCONCENTRATED = 15 NET KITCHEN = 200 GROSS
OCCUPANCY COUNT LVL 1	45÷2 = 47 OCCUPANTS
OCCUPANCY COUNT LVL 2	40 OCCUPANTS
OCCUPANCY COUNT TOTAL	97 OCCUPANTS
SECOND LEVEL PER FLOOR	LIFT, NOT REQUIRED (LESS THAN 3 STORIES, LESS THAN 3,000 SF
EGRESS DISTANCE	57'
SINGLE EXIT PARAMETERS	
OCCUPANCY A MAX LOAD PER STORY	49
MAX COMMON PATH OF TRAVEL	75'



FIRST FLOOR PLAN // EXISTING + DEMO

As indicated // 325 ANDREW HIGGINS BLVD

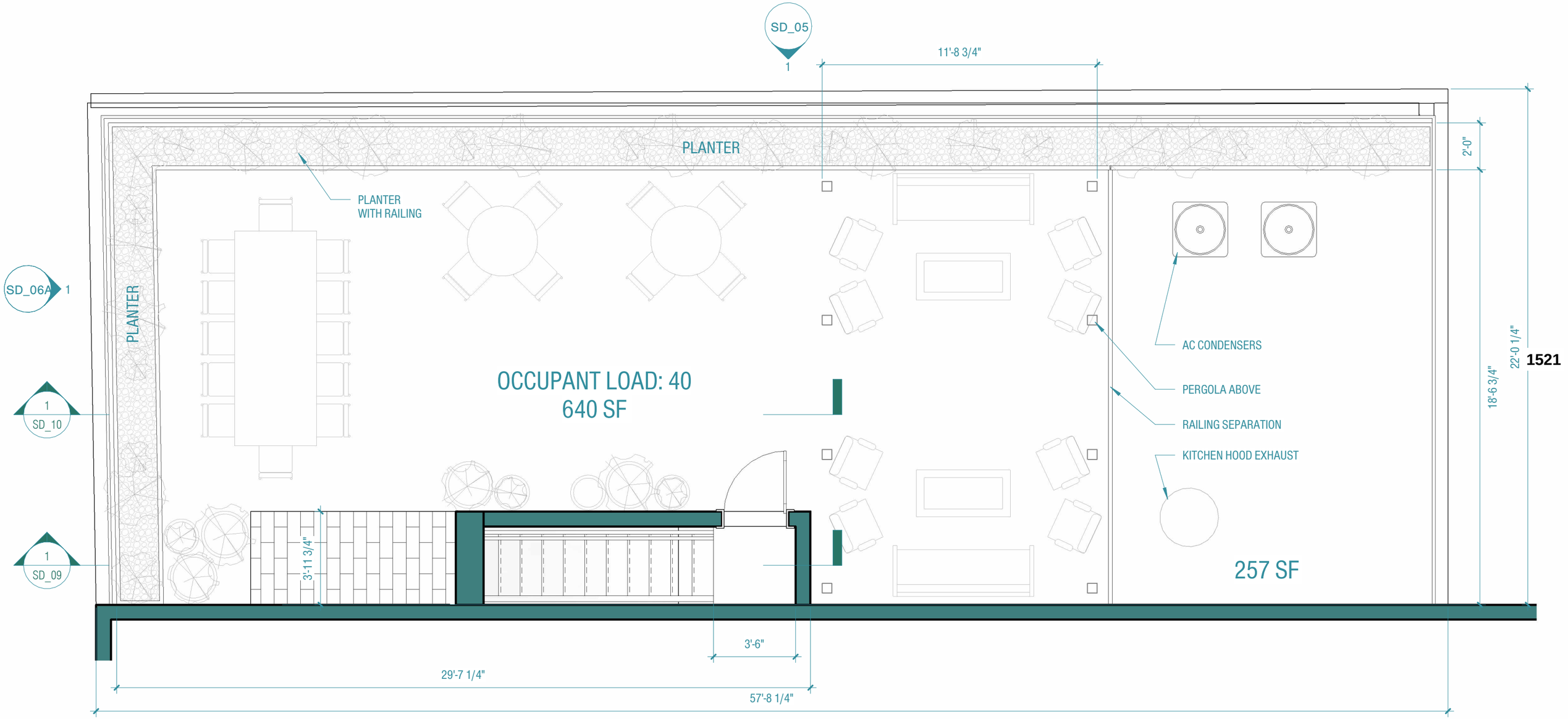
CICADA



FIRST FLOOR PLAN //

1/4" = 1'-0" // 325 ANDREW HIGGINS BLVD

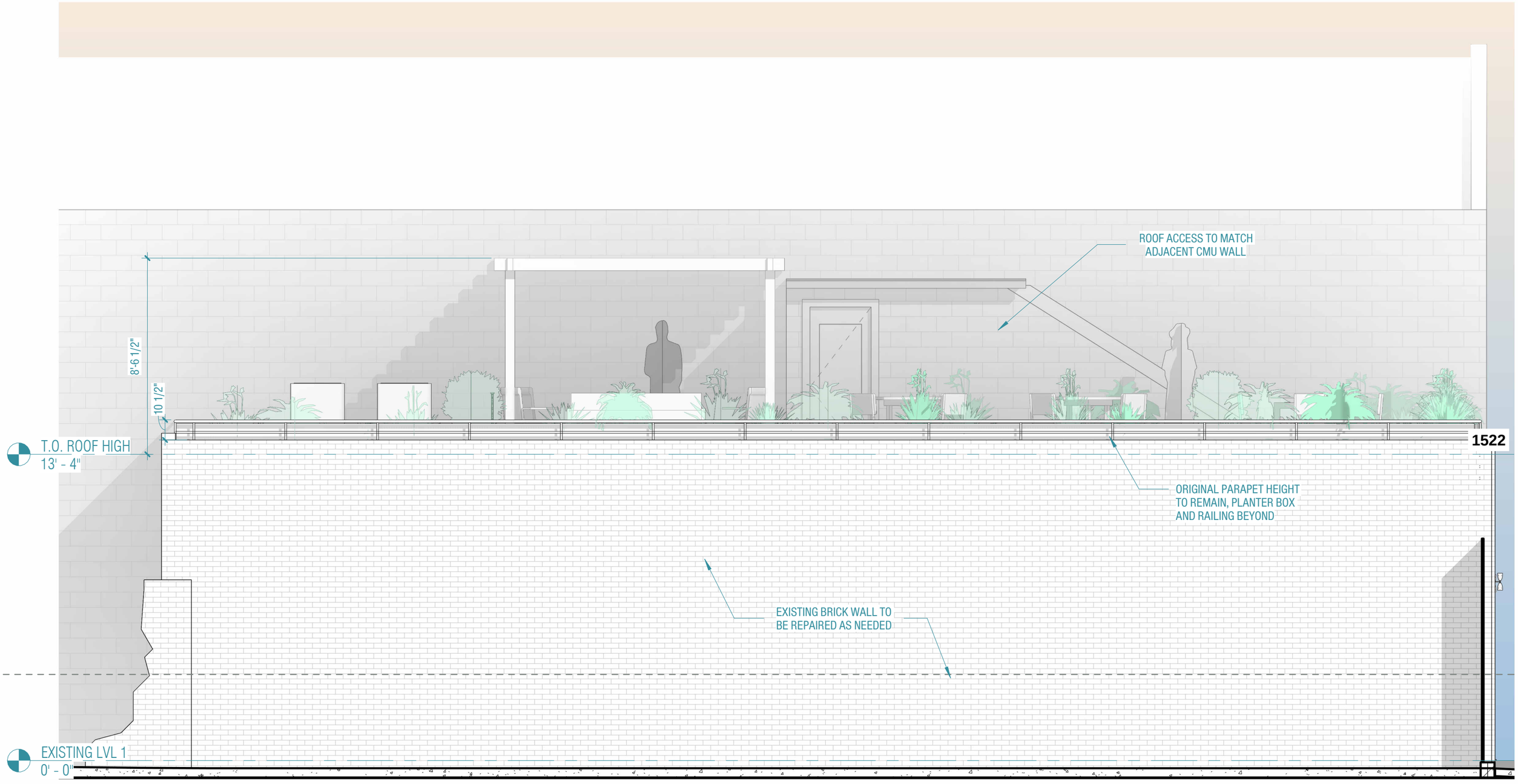
CICADA



ROOF PLAN

1/4" = 1'-0" // 325 ANDREW HIGGINS BLVD

CICADA



EXTERIOR ELEVATION // NORTH

1/4" = 1'-0" // 325 ANDREW HIGGINS BLVD

CICADA



EXTERIOR ELEVATION // WEST //

1/4" = 1'-0" // 325 ANDREW HIGGINS BLVD

CICADA

ZACH SMITH
CONSULTING & DESIGN

325 Andrew Higgins Conditional Use NPP Meeting Summary Report

Date of Report: April 14, 2025

Project Name: 325 Andrew Higgins

Overview: This report provides results of the implementation of the Project Neighborhood Participation Program for the property located at 325 Andrew Higgins. We are applying for a conditional use for an owner-operated wine and aperitivo bar in the CBD-6 Central Business District located at 325 Andrew Higgins. The property is currently a vacant commercial building. According to Article 17, Section 17.3.A (Table 17-1), a bar is a conditional use subject to the standards of Article 20, Section 20.3.G of the Comprehensive Zoning Ordinance.

This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-ins lists, petitions, letters, summary sheets, and other materials are attached.

Contact: Laura Barth; 1000 S Norman C Francis Pkwy, New Orleans, LA 70125; 504-383-3748; laura@zachsmithconsulting.com

Neighborhood Meetings: The following date and location of the meeting where citizens were invited to discuss the applicant's proposal.

1) Monday April 7th, 2025, at 5pm at Gallier Hall located at 545 St. Charles Ave., New Orleans, LA 70130. There were 5 people in attendance (2 being the owners of the property/business).

Correspondence and Telephone Calls:

1) Friday, March 21st, 2025 – letters mailed or emailed to contact lists, including homes, apartments, and neighborhood associations.
2) There were no emails or phone calls pertaining to this project.

Results: There were 173 people/groups/addresses invited to the community meeting. Please see the meeting minutes attached.

1) Summary of questions, concerns, issues, and problems:
    a. External speakers, trash pickup, live entertainment/music, parklet/sidewalk café, serving hard liquor.
2) How questions, concerns, issues, and problems will be addressed:
    a. No external speakers will be installed, the Department of Safety & Permits requires a sanitation plan for permitting/licensing, the owners are open to applying for a sidewalk café or parklet if permitted, no plans for live music and that would require a conditional use application, the menu includes aperitifs to include spritz drinks.
3) How questions, concerns, issues, and problems will continue to be addressed:

a. Attendees were give the timeline and next steps for the application process and ensured they can communicate w/ Zach Smith Consulting throughout the entire process. The communication does not stop at the NPP meeting and they were given contact information (email and phone number).

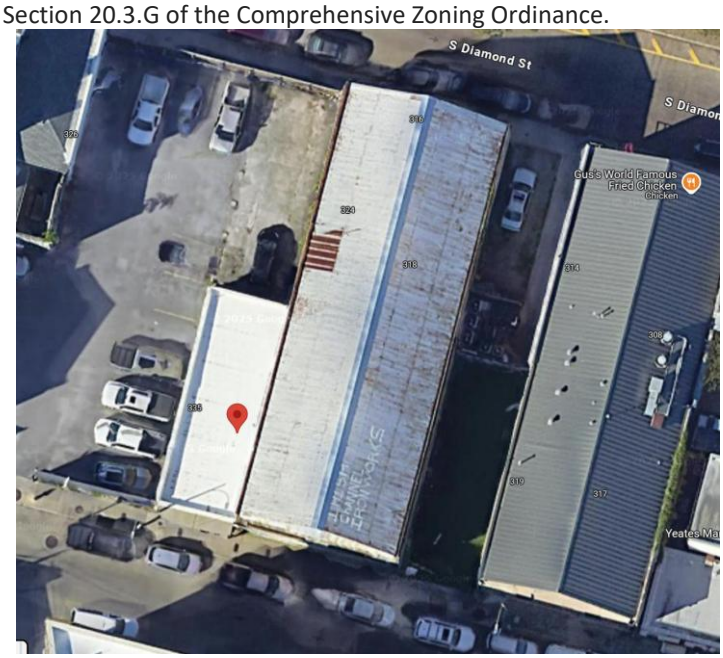
ZACH SMITH
CONSULTING & DESIGN

NPP Community Meeting Invitation (Conditional Use)

March 21, 2025

Dear Neighbor:

The property at 325 Andrew Higgins is currently under contract for purchase. On behalf of the future property owners, Ombra Nola LLC, we are requesting a conditional use for an owner-operated wine and aperitivo bar in the CBD-6 Central Business District located at 325 Andrew Higgins (*see below*). The property is currently a vacant commercial building. According to Article 17, Section 17.3.A (Table 17-1), a bar is a conditional use subject to the standards of Article 20, Section 20.3.G of the Comprehensive Zoning Ordinance.



As a nearby neighbor to 325 Andrew Higgins or someone with regards for the neighborhood, Zach Smith Consulting & Design's team would like to invite you to a meeting to discuss the Conditional Use application. During this meeting, you will learn more about our proposal and have time to ask questions or voice concerns regarding this request. You are welcome to send us any questions beforehand.

This letter is being delivered through U.S. Mail and/or through email.

The meeting will take place: **Monday, April 7, 2025 at 5pm at Gallier Hall located at 545 St. Charles Ave., New Orleans, LA 70130**

If you are unable to attend and would like to receive info about the meeting, please feel free to contact me. If you have any additional questions or comments, please reach me at my email address below and include "325 Andrew Higgins" in the subject line.

Sincerely,

Laura Barth (laura@zachsmithconsulting.com) |Permit Liaison | Zach Smith Consulting & Design | 504-383-3748

www.zachsmithconsulting.com

NPP Meeting Sign In Sheet

Project Name/Location: 325 Andrew Higgins

Meeting Date/Time: 4/7/25, 5pm (Monday)

Meeting Location: Gallier Hall

Name	Organization	Address	City, State, & Zip	Phone Number	Email Address
Troy Dupuis	Warehouse DNA	1111 S Peters St	NOLA 70130		warehousednaegmail.com
TYLER CORREA	DDD	201 St. CHARLES	NOLA 70170	530-409-6385	tcorrea@downtownnola.com
maddie charleston		924 Chartres	new orleans 70116	504-330-8904	

ZACH SMITH
CONSULTING & DESIGN

Neighborhood Participation Program Agenda

325 Andrew Higgins

Date: Monday, April 7, 2025

Location: Gallier Hall, 545 St. Charles, New Orleans, LA 70130

Time: 5pm

1. Welcome
2. Description of Project
3. NPP Required Documents
4. Public Comment
5. Summary of NPP Meeting
6. Next Steps

New Orleans City Planning Commission Online Tools

CPC Website nola.gov/next/city-planning

The CPC website hosts a number of important documents and tools. CPC meeting agendas, videos, and staff reports can be viewed on the website as well as regulatory and planning documents such as the Comprehensive Zoning Ordinance (CZO) and the Master Plan.

Comprehensive Zoning Ordinance czo.nola.gov

The entire text of the CZO can be viewed on this website.

NoticeMe noticeme.nola.gov

NoticeMe is a personalized notification tool that emails citizens to inform them of opportunities for public input on proposed land-use changes. This system offers a way for interested parties to stay informed about land use proposals within a selected area. Once registered, the email address will receive notices of when a public hearing is scheduled and when a report is ready. You will also be notified of the action of the CPC or Board of Zoning Adjustments.

One Stop App onestopapp.nola.gov

The One Stop App pulls up-to-date information directly from the City's official record. This tool is used by homeowners, businesses, licensed professionals, developers, contactors, and other interested citizens to:

- Find information about a permit, license, planning project, or violation in progress.
- Initiate an application for many types of permits and licenses without coming to City Hall.
- Pay with credit cards for permits and licenses online.
- Research what has been permitted, licensed, or cited at a particular location or during a user defined time frame.

Property Viewer property.nola.gov

The Property Viewer provides zoning and land use information for all properties within the City of New Orleans. The Property Viewer displays "layers" of information, including the Master Plan Future Land Use Map, current zoning districts, and the locations of site-specific zoning actions approved by ordinance such as Conditional Uses and Planned Developments. Links are provided that can take the viewer to applicable section of the CZO and Assessor records.

What is the City Planning Commission?

The New Orleans City Planning Commission (CPC) is a nine-member citizen board supported by a staff of planners. The CPC provides analysis and recommendations to the City Council on matters dealing with the present and future development of the City, in accordance with the goals and policies of the City's Plan for the 21st Century or the Master Plan. This includes reviewing, approving, and recommending to the City Council requests for master plan amendments, map changes, text amendments to the Comprehensive Zoning Ordinance (CZO), appeals and subdivisions.

Get in Touch!

(504) 658-7033
CPCInfo@nola.gov

Visit Us!

1340 Poydras Street
8th Floor
New Orleans, LA 70112
9am—4pm
Monday—Friday

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

Printed: 4/7/2025 9:48:54 AM

17.3.A PERMITTED AND CONDITIONAL USES

Only those uses of land listed under Table 17-1: Permitted and Conditional Uses as permitted uses or conditional uses are allowed within the Central Business Districts. A "P" indicates that a use is permitted within that zoning district. A "C" indicates that a use is a conditional use in that zoning district and would require a conditional use approval as required in Section 4.3 (Conditional Use). No letter (i.e., a blank space) or the absence of the use from the table indicates that use is not permitted within that zoning district.

Table 17-1: Permitted and Conditional Uses

Table 17-1: Permitted and Conditional Uses

USE[1]	DISTRICTS							USE STANDARDS
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7	
RESIDENTIAL USE								
Bed and Breakfast – Accessory	C	C	C		C	C		Section 20.3.I
Bed and Breakfast – Principal	C	C	C		C	C		Section 20.3.I
Home Based Child Care, Small					P	P	P	Section 20.3.T
Dormitory	P	P					P	
Dwelling, Above the Ground Floor	P	P	P	P	P	P	P	
Dwelling, Single-Family					P	P		
Dwelling, Two-Family					P	P		Section 20.3.Y
Dwelling, Townhouse					P	P		
Dwelling, Multi-Family	P	P	P	P	P	P	P	
Group Home, Small	P	P	P		P	P	P	Section 20.3.GG
Group Home, Large	P	P	P		P	P	P	Section 20.3.GG

Table 17-1: Permitted and Conditional Uses

USE[1]	DISTRICTS							USE STANDARDS
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7	
Group Home, Congregate	P	P	P		P	P	P	Section 20.3.GG
Permanent Supportive Housing	P	P	P		P	P	P	Section 20.3.PP
Residential Care Facility	P	P	P		P	P	P	Section 20.3.YY
Timeshare	P	P	P	P			P	
COMMERCIAL USE								
Amusement Facility, Indoor	P	P	P	P	C	C	C	Section 20.3.E
Amusement Facility, Outdoor				P				Section 20.3.E
Arena				C				
Art Gallery	P	P	P	P	P	P	P	
Arts Studio	P	P	P	P	P	P	P	
Auditorium				P			P	
Bar	C	C	C	P		C	C	Section 20.3.G
Broadcasting Studio	P	P	P	P	P			
Bus Terminal				C				
Casino/Gaming Establishment				C				Section 20.3.M
Catering Kitchen	P	P	P	P	P	P	P	
Convention Center				C				
Day Care Center, Adult – Small	P	P	P	P	P	P	P	Section 20.3.S
Day Care Center, Adult – Large	P	P	P	P	P	P	P	Section 20.3.S
Day Care Center, Adult - Commercial	P	P	P	P	P	P	P	Section 20.3.S
Employment Services	C						C	Section 20.3.BB

Table 17-1: Permitted and Conditional Uses

USE[1]	DISTRICTS							USE STANDARDS
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7	
Financial Institution	P	P	P	P	P	P	P	
Gas Station				C				Section 20.3.EE
Grocery Store	P	P	P	P	P	P	P	
Health Club	P	P	P	P	P	P	P	
Hostel	P	P	P	P			P	
Hotel/Motel	P	P	P	P	C	P	P	Section 20.3.XXX
Live Entertainment – Secondary Use	P	P[6]	P	P	C	C	P[6]	Section 20.3.JJ
Live Performance Venue	C	C	C	P	C	C		Section 20.3.JJ
Motor Vehicle Dealership, Large				C			C	Section 20.3.LL
Motor Vehicle Dealership, Small				C			C	Section 20.3.LL
Motor Vehicle Rental Establishment	C			C			C	Section 20.3.LL
Medical/Dental Clinic	P	P	P	P	P	P	P	
Micro-Breweries		P					P	
Micro-Distilleries		P					P	
Off-Track Betting Facility				C				
Office	P	P	P	P	P	P	P	
Outdoor Amphitheater				C				Section 20.3.VVV
Outdoor Live Entertainment - Secondary Use	C	C	C	C	C	C	C	Section 20.3.WWW
Personal Service Establishment	P	P	P	P	P	P	P	
Public Market	C	C	C	C	P	P	C	Section 20.3.TT
Recording Studio	P	P	P	P				

Table 17-1: Permitted and Conditional Uses

USE[1]	DISTRICTS							USE STANDARDS
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7	
Reception Facility	P	P	P	P	C	P	P	Section 20.3.WW
Restaurant, Standard	P	P	P	P	P[2]	P	P	Section 20.3.ZZ
Restaurant, Specialty	P	P	P	P	P[2]	P	P	Section 20.3.ZZ
Restaurant, Fast Food	C	C		C	C[2]	C	C	Section 20.3.ZZ
Restaurant, Carry-Out	P	P	P	P	P[2]	P	P	Section 20.3.ZZ
Retail Goods Establishment	P	P	P	P	P	P	P	
Retail Sales of Packaged Alcoholic Beverages	C	C	C	C	C	C	C	
Short Term Rental, Commercial	P	P	P	P	P	P	P	Section 20.3.LLL
Small Box Variety Store	C	C	C	C	C	C	C	Section 20.3.NNN
Social Club or Lodge	P	P	P	P	C	C	P	Section 20.3. CCC
Stadium				C				
Winery		P					P	
INDUSTRIAL USE								
Brewery		P[5]					P[5]	
Distillery		P[5]					P[5]	
District Energy System	C	C	C	P			P	Section 20.3.QQQ
Manufacturing, Artisan		C					C	
Manufacturing, Light		C					C	
Mini-Warehouse						P		
Motor Vehicle Operations Facility							P	
Helistop	C			C			C	Section 20.3.D

Table 17-1: Permitted and Conditional Uses

USE[1]	DISTRICTS							USE STANDARDS
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7	
Printing Establishment	P	P	P	P	C	C		
Research & Development	P	P					P	
INSTITUTIONAL USE								
Child Care Center, Small	P	P	P	P	P	P	P	Section 20.3.S
Child Care Center, Large	P	P	P	P	P	P	P	Section 20.3.S
City Hall	C	C	C	C	C	C	C	
Community Center	P	P	P	P	P	P		
Convent and Monastery	P	P	P	P	P	P	P	
Cultural Facility	P	P	P	P	P	P		Section 20.3.R
Domestic Protection Shelter	P	P	P	P	P	P	P	Section 20.3.U
Educational Facility, Primary	P	P	P		P	P	P	Section 20.3.Z
Educational Facility, Secondary	P	P	P		P	P	P	Section 20.3.Z
Educational Facility, University	P	P	P	P	P	P	P	
Educational Facility, Vocational	P	P	P	P	P	P	P	Section 20.3.Z
Emergency Shelter	P	P	P	P	P	P	C	Section 20.3.AA
Government Offices	P	P	P	P	P	P	P	
Hospital							P	
Place of Worship	P	P	P	P	P	P	P	
OPEN SPACE USE								
Parks and Playgrounds	P	P	P	P	P	P	P	
Stormwater Management (Principal Use)	P	P	P	P	P	P	P	

Table 17-1: Permitted and Conditional Uses

USE[1]	DISTRICTS							USE STANDARDS
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7	
OTHER								
Parking Lot (Accessory Structure)	P[7]	P[7]	P[7]	P[7]	P[7]	P[7]	P[7]	
Parking Structure (Principal Use)	P	P	P	P	P	P	P	Section 20.3.OO
Planned Development	C	C	C	C	C	C	C	Article 5
Public Transit Wait Station	P	P	P	P	P	P	P	Section 21.6.BB
Pumping Station	P	P	P	P	P	P	P	Section 20.3.UU
Utilities	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	P[3]	Section 20.3.GGG
Wireless Telecommunications Antenna & Facility	C,P[4]	C,P[4]	C,P[4]	C,P[4]	C,P[4]	P[4]	C,P[4]	Section 20.3.JJJ
Wireless Telecommunications Tower & Facility	C	C	C	C	C	C	C	Section 20.3.JJJ

TABLE 17-1 FOOTNOTES

[1] The terms in this column ("Use") are defined in Article 26.

[2] Subject to the use restriction in Section 17.3.B.4.

[3] Electrical Utility Substations and Transmission Lines shall be subject to design review as per Article 4, Section 4.5.B.5 and Table 4-2

[4] Only wireless telecommunications antennas that comply with the stealth design standards of Section 20.3.JJJ are considered permitted uses.

[5] Subject to the use restrictions in Section 17.3.B.5.

[6] Classified as a Conditional Use in Breweries.

[7] As authorized in Article 22, Section 22.8.B.2.a

Ord. No. 27,209, §1, Dec. 7, 2016, Zoning Docket 61/16; Ord. No. 27,389, §1, May 8, 2017, Zoning Docket 22/17; Ord. No. 27,706, §1, April 2, 2018, Zoning Docket 94/17; Ord. 28036 MCS, Sec. 1, March 28, 2019, ZD 112/18; Ord. 28176, Sept. 5, 2019, ZD 59/19; Ord. 28219 MCS, Oct. 17, 2019, ZD 45/19; Ord No 28,156 MCS, §11, August 8, 2019, Zoning Docket 26/19 & 27/19; Ord. 28497 MCS, 9-17-20, ZD 52/20; Ord. 28,322 MCS, §4, February 28, 2020, Zoning Docket 117-19; Ord. 28432 MCS, 8-6-20, ZD 38/20; Ord. 28696 MCS, 6-3-21, ZD 16/21; Ord. 28737 MCS, 7-15-21, ZD 28/21; Ord 28905 MCS, 1-6-22, ZD 83/21; Ord. 29126, 8-12-22, ZD016/22; Ord 29157 MCS, 9-12-22, ZD

NEW ORLEANS COMPREHENSIVE ZONING ORDINANCE

Printed: 4/7/2025 9:49:48 AM

17.4.A.1 GENERAL REQUIREMENTS

Table 17-2: Bulk and Yard Regulations establishes bulk and yard regulations for the Central Business District.

Table 17-2: Bulk and Yard Regulations

Table 17-2: Bulk and Yard Regulations

BULK AND YARD REGULATIONS	DISTRICTS						
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7
BULK REGULATIONS							
MINIMUM LOT AREA	None	None	None	None	None	None	None
MINIMUM BUILDING HEIGHT	36′ & 3 stories	36′ & 3 stories	36′ & 3 stories	None	36′ & 3 stories	36′ & 3 stories	36′ & 3 stories
MAXIMUM BUILDING HEIGHT	See Figure 17-2 and Section 17.4.A.2	See Figure 17-2 and Section 17.4.A.2	See Figure 17-2 and Section 17.4.A.2	See Figure 17-2 and Section 17.4.A.2	See Figure 17-2and Section 17.4.A.2	See Figure 17-2 and Section 17.4.A.2	See Figure 17-2 and Section 17.4.A.2
MAXIMUM FLOOR AREA RATIO	See Figure 17-3; may be increased through bonus[1]	See Figure 17-3; may be increased through bonus [1]	See Figure 17-3; may be increased through bonus [1]	See Figure 17-3; may be increased through bonus [1]	See Figure 17-3; may be increased through bonus [1]	See Figure 17-3; may be increased through bonus [1]	See Figure 17-3; may be increased through bonus [1]
YARD REQUIREMENTS							

Table 17-2: Bulk and Yard Regulations

BULK AND YARD REGULATIONS	DISTRICTS						
	CBD-1	CBD-2	CBD-3	CBD-4	CBD-5	CBD-6	CBD-7
FRONT YARD	None required, but a 5' maximum Larger front yard permitted by conditional use	None required, but a 5' maximum Larger front yard permitted by conditional use	None required, but a 5' maximum Larger front yard permitted by conditional use	None	None required, but a 5' maximum Larger front yard permitted by conditional use	None	None required, but a 5' maximum Larger front yard permitted by conditional use
MINIMUM INTERIOR SIDE YARD	None	None	None	None	None	None	None
MINIMUM CORNER SIDE YARD	None	None	None	None	None	None	None
MINIMUM REAR YARD	None	None	None	None	None	None	None

TABLE 17-2 FOOTNOTES

[1] Public benefit FAR bonuses may enable developments to exceed the maximum base FAR indicated in Figure 17.3, in accordance with the provisions of Section 17.5. Bonuses are only available in the areas regulated by Floor Area Ratio. Bonuses are not available in the areas with maximum height established by Figure 17-2 and Section 17.4.A.2.

Table 17-3: The Mandatory Inclusionary Zoning Sub-District (MIZ) regulations establish mandatory inclusionary unit thresholds, set aside requirements, and Area Medium Income (AMI) levels and is required for any development that contains residential development of 10 or more dwelling units, including rental and homeownership dwelling units. Affordable Housing Units shall be in accordance with the standards outlined in the table below. All other bulk and yard regulations for the sub-districts are subject to the corresponding non-inclusionary zoning base district regulations.

Table 17-3: Central Business Inclusionary Zoning Sub-District Regulations[1, 2]

Zoning Sub-District	Affordable Housing Unit Threshold	Set Aside Requirement %	Area Medium Income Level (AMI) Rental Units (%)	Area Medium Income AMI Homeownership (%)
CBD-1-IZ	10	10	60	60
CBD-2-IZ	10	10	60	60

CBD-3-IZ	10	10	60	60
CBD-4-IZ	10	10	60	60
CBD-5-IZ	10	10	60	60
CBD-6-IZ	10	10	60	60
CBD-7-IZ	10	10	60	60

TABLE 17-3 FOOTNOTES

[1]The terms for the Mandatory Inclusionary Zoning Sub-Districts in this section are outlined in Article 28.

[2]These districts do not require a minimum lot area per dwelling unit.

Ord. 28036 MCS, Sec. 1, March 28, 2019, ZD 112/18; Ord 28178, 9-5-19, ZD 49/19

Location: Gallier Hall – 545 St Charles

Attendance, ZSCD staff, Maddie Charleston, Gallier Hall Staff, Ownership (Nicole and Greg), Member of DDD, Warehouse District neighborhood liaison.

WD: warehouse district liaison

Meeting in NORD Theatre lobby. Scheduled for 5pm
Started at: 5:05PM

LB presents and opens with intro.
Welcome
Agenda
Description of project is a wine bar. Went on Italy trip. Wanted to bring that vibe.
Small plates and wine., some beer, salads, cheeses, small bites.
Operation would be Thursday to Sunday, Closing at 10
Then Lunch operations
Staff 6-7
with hopes to grow to 10 later.

Online Tools:
-presentation CPC website, for meetings, agendas, etc.
-CZO
-OneStop portal
-Notify Me

Questions from Warehouse District
-restriction and comments are not because we hate you
-external speakers
-trash pickup
-will this have a parklet / seating on sidewalk
-any live music? would love cap of chewing music and no heavy metal
-did ask about hard liquor

LB explains that DSP requires the sanitation plan for all licensing.

WD: Would you be OK with a parklet? The owner says they would be open to either parklet or sidewalk cafe.

LB: We have not reviewed yet. Would need to look at the site plan to see if it was even an option.

DDD: Pilot Parklet released in August. DPW just notified folks have 10 days for enforcement

WD: complaints about other places have gone unanswered. So generally concerned about that.

Greg: Yes, we would be interested in sidewalk seating, but overall it would operate under the same deal.

WD: would be interested in seeing a restriction for only Chewing Music

Nicole: we have no plans for live music!!!

WD: would love to see this set as a barrier

Maddie: VCC has a wine bar with no issues. Lots of expected problems have never materialized.

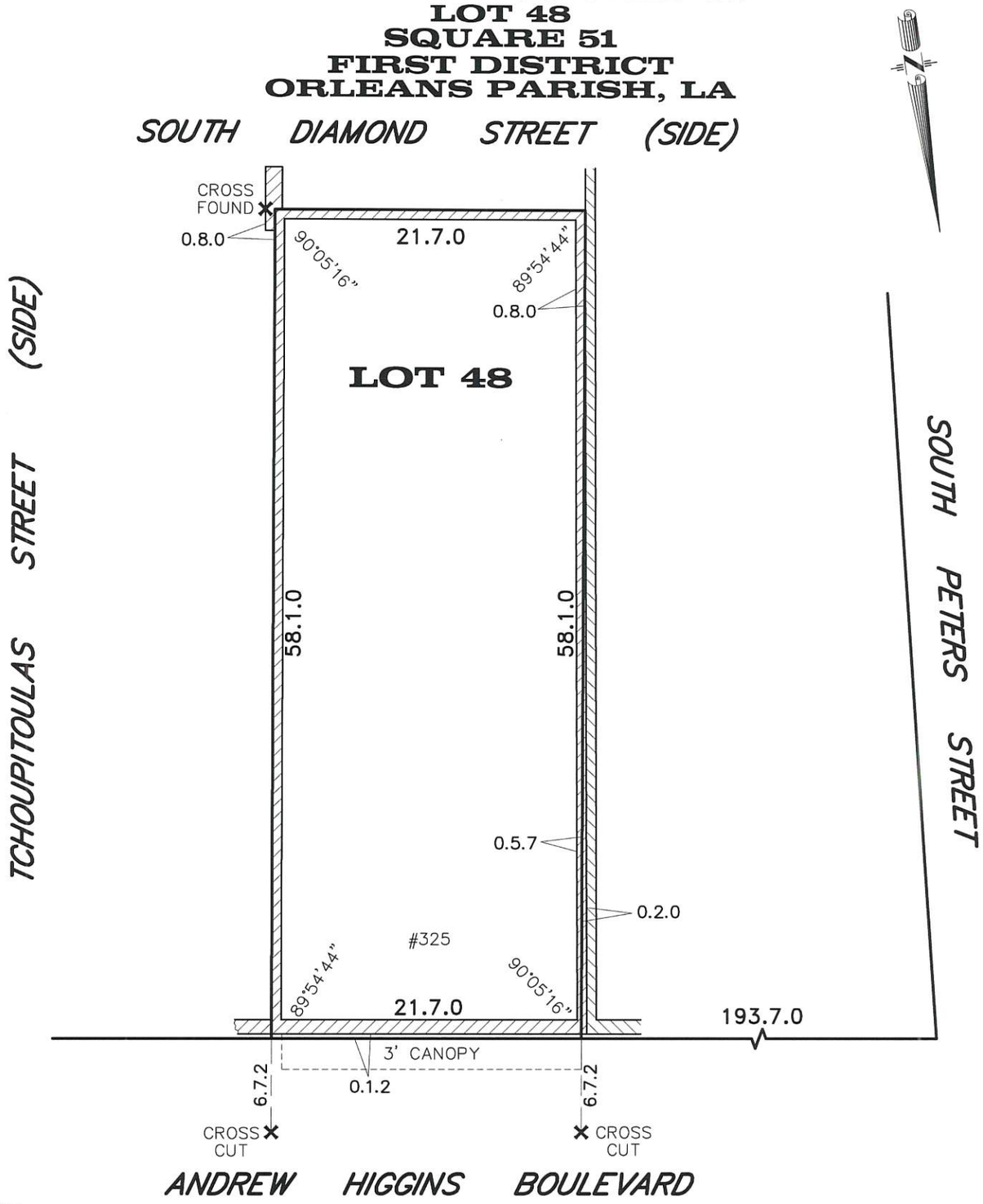
LB: explains next step. Application will go forward, submit NPP, CPC staff and report, CPC meeting, then to full council

Asked for questions. no more question.

Ended at 5:18

Owners and ZSCD staff stayed until 5:30 to answer 1:1 questions.

BOUNDARY SURVEY OF
LOT 48
SQUARE 51
FIRST DISTRICT
ORLEANS PARISH, LA



NOTE:
ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED. SOME ITEMS MAY NOT BE TO SCALE FOR CLARITY. DIMENSIONS ON SURVEY PREVAIL OVER THE SCALE. FENCES ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY AND DO NOT REFLECT EXACT LOCATION OR CONDITION.

STATE OF LOUISIANA
RICHMOND W. KREBS
REG. NO. 4836
REGISTERED PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES

ANGLES AND/OR BEARINGS ARE BASED ON REFERENCE PLAN #1
REFERENCE PLAN #1: A PLAN OF SURVEY BY RICHMOND W. KREBS LLC. DATED JUNE 6, 2008

THE SERVITUDES SHOWN ON THIS SURVEY ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

THIS PERIMETER SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE, AND SHALL NOT BE RELIED UPON FOR THAT PURPOSE. THERE IS NO WARRANTY THAT IT CONFORMS TO THE LEGAL TITLE, AND WAS MADE SOLELY ACCORDING TO THE INFORMATION PROVIDED THE SURVEYOR.

ELEVATION NOTES

THIS IS CERTIFY THAT SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONE, PER FLOOD INSURANCE RATE MAP (FIRM) DATED: 9/30/16 — FLOOD ZONE: X
BASE FLOOD ELEVATION: N/A — COMMUNITY PANEL: 225203 0229 F

THIS IS TO CERTIFY THAT THE PROPERTY BOUNDARY SURVEY RECORDED HEREON WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS STIPULATED IN LOUISIANA ADMINISTRATIVE CODE TITLE: 46:LXI, CHAPTER 29 FOR A CLASS "C" (SUBURBAN) SURVEY

MADE AT THE REQUEST OF GEORGE RUCKMAN

BY: _____

R.W. KREBS
PROFESSIONAL LAND SURVEYING, LLC
RICHMOND W. KREBS, SR., PLS
3445 N. CAUSEWAY BLVD, SUITE 201
METAIRIE, LA. 70002
PHONE: (504) 889-9616
FAX: (504) 889-0916
E-MAIL: infonola@rwkrebs.com
WEB: www.rwkrebs.com

DATE: NOVEMBER 5, 2024	DRAWN BY: JSN
SCALE: 1" = 10'	CHECKED BY: NDK
JOB #: 241555	

STATE OF LOUISIANA

ARTICLES OF ORGANIZATION

(R.S. 12:1301)

1. The name of this limited liability company is:
OMBRA NOLA, LLC

2. This company is formed for the purpose of:
ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED

3. The duration of this limited liability company is: (may be perpetual):
PERPETUAL

4. The company is:
MEMBER-MANAGED

Other provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.
ELECTRONIC SIGNATURE: ROY J. D. GATTUSO (9/26/2024)
TITLE: ATTORNEY

LIMITED LIABILITY COMPANY INITIAL REPORT

(R.S. 12:1305 (E))

The name of this limited liability company is:
OMBRA NOLA, LLC

The location and municipal address (not a P.O. Box only) of this limited liability company's registered office:
4117 DANNEEL STREET
NEW ORLEANS , LA, 70115

Mailing Address:
4117 DANNEEL STREET
NEW ORLEANS , LA, 70115

The full name and municipal address (not a P.O. Box only) of each of this limited liability company's registered agent(s) is/are:
NICOLE ALEXIS PARAGGIO
4117 DANNEEL STREET
NEW ORLEANS, LA, 70115

The name and municipal address (not a P.O. Box only) of the managers or members:
GREGORY S. CARR (MANAGER, MEMBER)
4117 DANNEEL STREET
NEW ORLEANS, LA, 70115

NICOLE ALEXIS PARAGGIO (MANAGER, MEMBER)

4117 DANNEEL STREET
NEW ORLEANS, LA, 70115

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.
ELECTRONIC SIGNATURE: ROY J. D. GATTUSO (9/26/2024)
TITLE: ATTORNEY

SECRETARY OF STATE

Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 46134425K

Charter Name: OMBRA NOLA, LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
09/27/2024	NICOLE ALEXIS PARAGGIO	NICOLE ALEXIS PARAGGIO

OPERATING AGREEMENT OF OMBRA NOLA, LLC

This Operating Agreement of OMBRA NOLA, LLC ("LLC") effective this 27th day of September, 2024, is pursuant to the provisions of Louisiana Limited Liability Company Law, La. R.S. 12:1301, et seq., and is by and among:

GREGORY S. CARR
NICOLE ALEXIS PARAGGIO

who are all the members of the LLC, (hereinafter collectively referred to as "Members" and individually as "Member").

ARTICLE I
Name and Term

A. The said Members formed a limited liability company under the laws of the State of Louisiana to be known under the name of OMBRA NOLA, LLC whose Articles of Organization were filed with the Secretary of State, State of Louisiana.

B. This LLC shall be dissolved (i) upon the written consent thereto by Members owning collectively more than fifty percent (50%) voting interest in the LLC, (ii) upon any other event causing dissolution of the LLC under the laws of the State of Louisiana.

ARTICLE II
Registered Office and Place of Business

The registered office of the LLC is as set forth in the initial Report filed on behalf of the LLC, the registered office of the LLC may be changed by Members owning more than fifty percent (50%) voting interest in the LLC. The Secretary of State and Members shall be promptly notified of any change in the registered office of the LLC

ARTICLE III
Purpose of LLC

A. The purpose of the LLC is as set forth in the Articles of Organization filed with the Secretary of State. Including the Organization is authorized to engage in any lawful activity for which limited liability companies may be formed under Louisiana law, including, but not limited to, the following:

(1) To acquire, own, hold and operate immovable property, either as operator, managing agent, principal, agent, partner, stockholder, syndicate Member, associate, joint venturer, participant or otherwise; invest in and raise funds for real estate investment and operations; purchase, construct, acquire, own, operate, lease, mortgage, pledge, sell or otherwise dispose of land, buildings, fixtures and improvements; and to do anything necessary or incident to the foregoing;

(2) To purchase, sell and invest in stocks, bonds, notes, evidences of indebtedness of any person, domestic or foreign, bonds and any other obligations of any governmental entity, domestic or foreign, bills of exchange and commercial paper, and any other securities or commodities usually dealt on exchanges or over the counter markets;

(3) To invest Organization property or carry on any trade or business, form all types of business entities or trusts, acquire general or limited partnership interests in a partnership, Membership interests in a limited liability company or a joint venture, shares in a corporation or interests in any syndications;

(4) To buy, sell, lease and invest in movable and immovable property, and engage in any other trade, business or investment activities;

(5) To buy, sell, trade, exchange, acquire, transfer, assign, lease, manage and operate oil, gas and other mineral interests, either alone or together with others;

(6) To invest and reinvest any property or income of the Organization, whether or not the original purpose for the investment has been accomplished, it being understood that, until the end of the term of the Organization, the investment objectives of the Organization are to continue until the Organization is dissolved and its affairs wound up;

(7) To purchase, lease, acquire, sell or dispose of machinery, equipment, buildings and other depreciable property;

(8) To purchase, lease, acquire, hold, operate, sell, lease or dispose of full or fractional interests in improved or unimproved immovable and movable property;

(9) To borrow or raise by the issuance, acceptance, endorsement or execution of notes, drafts, bills of exchange, warrants, bonds, debentures, instruments or evidences of indebtedness, securing the indebtedness by mortgage, pledge, transfer or assignment in trust of all or any part of the Organizations's property or assets,

and by selling, pledging or disposing of obligations of the Organization;

(10) To operate one or more offices, lease or acquire office space, carry insurance, and to make, enter into, deliver and perform all contracts, agreements or undertakings, pay all costs and expenses and perform all related activities deemed appropriate to carry out any of the foregoing;

(11) To do any and all things reasonably connected to and/or incidental with the purposes stated above.

B. Except as otherwise provided for herein, no Member shall be bound hereby to devote his/her/its capital or services exclusively to the LLC; and any Member may engage in whatever activity he/she/it so chooses, whether the same be competitive with this LLC or whether the same be a potentially profitable or advantageous business proposition related to or similar to this LLC's business, or otherwise, without having or incurring any obligation to offer any interest in such activity to the LLC or to any Member; and as a material part of the consideration of the execution hereof, each Member waives, relinquishes and renounces any right or claim to participate in such activities of the other Member or the profits and losses therefrom and releases such Member engaging in such activity from any obligation to account to the LLC or to its Members for the resulting profits even if such activity is competitive with the LLC or a potentially profitable or advantageous business proposition related to or similar to this LLC's business, and waives any right that he/she/it or the LLC may have to obtain injunctive relief preventing such Member from engaging in such activity or to collect damages due to such activity.

ARTICLE IV
PERCENTAGE AND VOTING INTEREST, CAPITAL ACCOUNTS, INITIAL AND ADDITIONAL CAPITAL CONTRIBUTIONS, DETERMINATION OF PROFITS AND LOSSES AND DISTRIBUTIONS

A. The percentage and voting interest of each Member in the LLC are set forth in Exhibit "A", attached hereto and made a part hereof. For all matters relating to this LLC, each member shall be entitled to a vote equal to his/her/its percentage interest. A separate capital account shall be maintained by the LLC for each Member. The profits and losses of the LLC shall be allocated among the Members as set forth in Exhibit "A". The capital account of each Member shall also be (1) credited with an amount of any income, gain or profit allocated to the capital account of such Member; (2) credited with any additional capital contributions made by said Member; (3) debited with the amount of any loss or deduction allocated to the capital account of such Member; and (4) debited with the amount of all distributions made to such Member. The capital account of each Member shall be further increased or decreased in accordance with accounting principles applied in a consistent manner. Notwithstanding the foregoing, the capital account of each Member shall be further increased or decreased in accordance with Section 704 of the Internal Revenue Code and the Treasury Regulation Section 1.704-1(b). Gains and losses on the sale or other disposition of LLC assets shall be allocated to the Members so as to take into account the difference between the adjusted basis of the property sold or disposed of and the value of such property as of the date it was contributed to the LLC all in accordance with the principles of Section 704(c) of the Internal Revenue Code and Regulations thereunder. If the Book Carrying Value of the LLC's assets is adjusted pursuant to this Article, the capital accounts of all Members shall be simultaneously adjusted to reflect the aggregate net adjustments to said Book Carrying Value of the LLC's assets as if the LLC recognized a profit or loss equal to the amount of such aggregate net adjustment.

The LLC's assets shall be carried on the LLC's books and records at each asset's "Book Carrying Value", which shall mean the asset's adjusted basis for federal income tax purposes, except as follows:

1. The initial Book Carrying Value of any asset contributed by a Member to the LLC shall be such asset's value, as agreed to by the contributing Member and the LLC

2. The Book Carrying Value of all LLC assets shall be adjusted to reflect their then current value, as determined by Members owning more than fifty percent (50%) voting interest in the LLC upon the happening of any of the events described in Treasury Regulation Section 1.704-1(b)(2)(iv)(f)(5)(i) and (ii).

B. Unless otherwise provided for in this Operating Agreement, the LLC's profits and losses and the LLC's tax credits shall be allocated to the capital account of each Member in accordance with his percentage interest in the LLC

C. The profits and losses of the LLC shall be determined for each calendar year in accordance with accounting principles and procedures applied in a consistent manner. The Members may, on behalf of the LLC make any elections under the Internal Revenue Code, as amended, and the profits, income, gains, revenues, losses, deductions, costs, expenses, credits or other items shall be determined in accordance with said elections, except, however, any elections under Sections 734, 743 and/or 754 shall have no effect on the income of the LLC

D. The LLC may make distributions to the Members. No distributions shall be made unless Members collectively owning more than fifty percent (50%) voting interest in the LLC decide that the distribution is in the best interest of the LLC. Adequate reserves of funds, in any amount deemed necessary by Members collectively owning more than fifty percent (50%) voting interest in the LLC, shall be retained in the LLC for reimbursement, repairs, replacements, and other contingencies which may affect the LLC. All distributions shall be made to each Member in accordance with his/her/its percentage interest in the LLC. No Member shall be entitled to receive interest on any amounts retained by the LLC including his/her/its capital contribution.

ARTICLE V
Management

A. The business of the limited liability company shall have two (2) managers, (the "Managers"), and the initial Managers are Gregroy S. Carr and Nicole Alexis Paraggio. **Either manager acting alone** shall have all rights, power and authority to manage the Company and to take any action in the name of and on behalf of the company to the full extent permitted by law.

Without limiting the generality of the foregoing, **the managers' either manager acting alone** shall be authorized, by way of illustration without limitation to take the following actions in the name of and on behalf of this Limited Liability Company to; (i) borrow money and incur obligations, whether secured or unsecured at such interest rates and on such terms and conditions as the manager may deem proper, (ii) to execute checks, promissory notes, letters of credit, loan agreements and continuing guaranties upon such terms and conditions as the manager may deem proper, (iii) to sell, lease, assign, pledge, mortgage or grant security interests in or otherwise encumber any immovable or movable property of this Limited Liability Company, (iv) to purchase any immovable property located in the State of Louisiana, and (v) to execute and bind this Limited Liability Company on any mortgages, assignments, security agreements, pledges and any other documents creating any such encumbrances with such documents to contain the usual and customary security clauses, including without limitation a confession of judgment, waiver of appraisal and pact de non alienando, all upon such terms and conditions as the manager may deem proper.

The Manager shall not have the right, power or authority to take any of the following actions in the name of or on behalf of the Company, and instead, any of the following actions must be authorized by the affirmative vote of the majority of the total Ownership Interests of the members with each member having one vote for each one percent of their Ownership Interest:

a. Amend the Articles of Organization;

b. Amend the Operating Agreement;

c. Admit any new member;

d. Cause the dissolution of the Company;

e. Cause the merger or consolidation of the Company with or into any other entity;

f. Issue any additional Ownership Interest in the Company to any person, whether an existing member or not;

The members may express any decision made by them in general terms and may authorize one or more members or other parties to act in the name of and on behalf of the Company to implement or effectuate such decision. Further, the members may select any person, whether or not a member or Manager of the Company, to administer or handle any part of the Company's business to such extent and upon such terms and conditions as may be set forth in a written agreement between the Company and such person.

B. To the extent permitted by law, including, without limitation, R.S. 12:1315, the personal liability of a Member for monetary damages for breach of any duty provided for in R.S. 12:1314 shall be eliminated or limited to the fullest extent permitted by law.

C. The Member with the largest percentage voting interest in the LLC is hereby designated the "Tax Matters Member" in connection with Federal income tax consequences of LLC transactions to the maximum extent permitted by the Tax Equity and Fiscal Responsibility Act of 1982, as amended.

D. The Members may delegate all or any powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any person for the transaction of the business of the LLC, which person may perform any acts or services for the LLC as the Members may approve.

E. No compensation shall be paid to any Member or Manager unless Members collectively owning more than fifty percent (50%) interest in this LLC so agree in writing. Any such compensation shall be reasonable in light of all the circumstances. Costs and expenses incurred by the Members for the LLC's benefit shall be billed directly to the LLC, and the Members shall be entitled to be paid, as reimbursement, for all costs and expenses billed to and paid by them.

F. The manager, and any and all other managers of the limited liability company shall stand in a fiduciary relationship to the limited liability company, LLC and shall discharge his duties in good faith, with the diligence, care, judgment, and skill which an ordinary prudent person in a like position would exercise under similar circumstances and in a manner he reasonably believes to be in the best interest of the limited liability company, LLC

G. The manager should be fully protected in relying in good faith upon the records of the limited liability company and upon such information, opinions, reports, or statements presented to the limited liability company, the members, managers, or other committee thereof by any other limited liability company's members, managers, or by any legal counsel, appraiser, engineer, contractor, independent or certified public account selected with reasonable care by the members, managers, any committee thereof, any agent having the authority to make such selection, or by any other person as to matters the manager reasonably believes are within such other person's professional or expert competence and which person is selected with reasonable care by the members, managers, any committee thereof, or any agent having authority to make such selection.

H. The manager, or managers of this limited liability company shall be absolved from any and all personal liability from monetary damages for breach of any duty as long any manager/managers act in good faith, with diligence, care, judgment, and skill which an ordinary person in the like position would exercise under similar circumstances.

I. Election of managers to fill vacancies or removal with or without cause of any manager shall be by the affirmative vote of the majority of the total ownership interest of the members with each member having one vote for each one percent of their ownership interest at a meeting called expressly for that purpose.

J. The manager/managers, as the case may be with regard to this Limited Liability Company is to act as a mandatory of the Limited Liability Company through all matters in the ordinary course of its business.

K. Persons dealing with the Limited Liability Company may rely upon a certificate of one or more of its Managers or Members to establish the authenticity of any records of the Limited Liability Company, or the

authority of any person to act on behalf of the Limited Liability Company, including but not limited to the authority to take the actions referred to in R.S. 12:1318 (B).

ARTICLE VI
Transfer of Membership Interest

The Members may enter into an agreement restricting the transfer of their interest in this LLC

ARTICLE VII
Apportionment

If an LLC interest is transferred, which is recognized pursuant to this Operating Agreement at any time other than on the first day of a fiscal year of the LLC, the LLC books shall not be closed to determine the shares of profits, gains, expenses and losses, et cetera of the transferor and the transferee or between the existing Members and the transferee, but the profits, gains, expenses and losses, et cetera shall be pro-rated on a daily basis between the portion of the LLC's fiscal year preceding the date of transfer and the portion of the LLC's fiscal year following the date of transfer, unless those Members owning more than fifty percent (50%) interest in the LLC elect to close the LLC's books as of the close of business on the day immediately preceding the date of transfer to determine the transferor's or existing Member's share of pre-transfer and the transferee's or new Member's share of post-transfer profits, gains, expenses and losses, et cetera. Notwithstanding the foregoing, the allocation of LLC profits, gains, expenses, and losses, etc., shall be allocated in a method that is consistent with Internal Revenue Code Sections 704 and 706 and related Treasury Regulations.

ARTICLE VIII
Withdrawal of Member

A. No Member shall have the right to withdraw from this LLC except as otherwise provided herein or except with the consent of other Members collectively owning more than fifty percent (50%) voting interest in the LLC, which consent may be withheld without cause and for any reason deemed sufficient by them.

B. If any Member should withdraw from this LLC, said Member shall be entitled, within a reasonable time after withdrawal, to be paid in cash the fair market value of the Member's interest as of the date of the Member's withdrawal.

ARTICLE IX
Dissolution

In the event there is an event of dissolution and the LLC is not continued in the manner provided for in this Operating Agreement, the LLC shall be dissolved and upon winding up any assets remaining after paying or adequately providing for the payment of all debts and liabilities of the LLC, including all costs and expenses of the liquidation and any and all contingent liabilities of which the Members or liquidator has knowledge, shall be distributed as follows:

1. To Members or former Members in satisfaction of liabilities for distributions under R.S. 12:1324 or 1325.

2. To Members and former Members, first, for the return of their capital account, and secondly, respecting their membership percentage interest, in the proportions in which the Members share in distributions.

ARTICLE X
Elections

In the event of a permitted transfer of an interest in the LLC, or in the event of a distribution of LLC property to any Member, or in the event of the death of any Member, the Members of and for the LLC shall file an election, in accordance with applicable treasury regulations to cause the basis of the LLC property to be adjusted for federal income tax purposes, as provided in Section 734 and Section 743 of the Internal Revenue Code, as amended.

ARTICLE XII
Amendment

This is the only Operating Agreement for LLC, this Operating Agreement may be amended only by the consent of the Members collectively owning more than fifty percent (50%) interest of this LLC, which amendment must be in writing. Notwithstanding the foregoing, the required percentage of Membership percentage voting interest needed to amend any governing provision of this Operating Agreement shall never be less than the Membership percentage voting interest needed to take LLC action in connection with the provision being amended.

ARTICLE XIII
Notice

A. Anything in this Operating Agreement to the contrary notwithstanding, it is agreed that any notice and/or election and/or option and/or the exercise of any election or option which may be or is required to be given by any particular Member hereunder shall be in writing (including facsimile transmissions). All notices shall be given by sending same by facsimile transmission or by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, and if intended for any Member shall be addressed to him/her/it at the address as set forth in this Operating Agreement, or to such other addresses which may from time to time be designated by them in notice to the other Members in the manner hereinabove set forth.

ARTICLE XIV
Applicable Law

The applicable relationships with each other and with third persons shall be governed by the laws of the State of Louisiana.

ARTICLE XV
Severability Provision

If for any reason any provision or provisions which are not determined to be material for the purposes or business of the LLC shall be deemed to be invalid, such invalidity shall not impair the operation of or affect those portions of this Operating Agreement which are valid.

ARTICLE XVI
Interpretation

In this Operating Agreement wherever the context so requires, the masculine gender shall include the feminine and/or the neuter, and the singular includes the plural.

ARTICLE XVII
Binding of Heirs, Etc.

This Operating Agreement shall be binding upon the permitted transferees, heirs, executors, administrators, representatives and assigns of the Members whose signatures are affixed hereto. Each Member shall have the right to seek specific performance of the terms of this Operating Agreement in addition to any other legal remedy.

WITNESSES:

Brynne Rousselle Lightfoot

Janine D. Delaune

GREGORY S. CARR

NICOLE ALEXIS PARAGGIO

EXHIBIT A

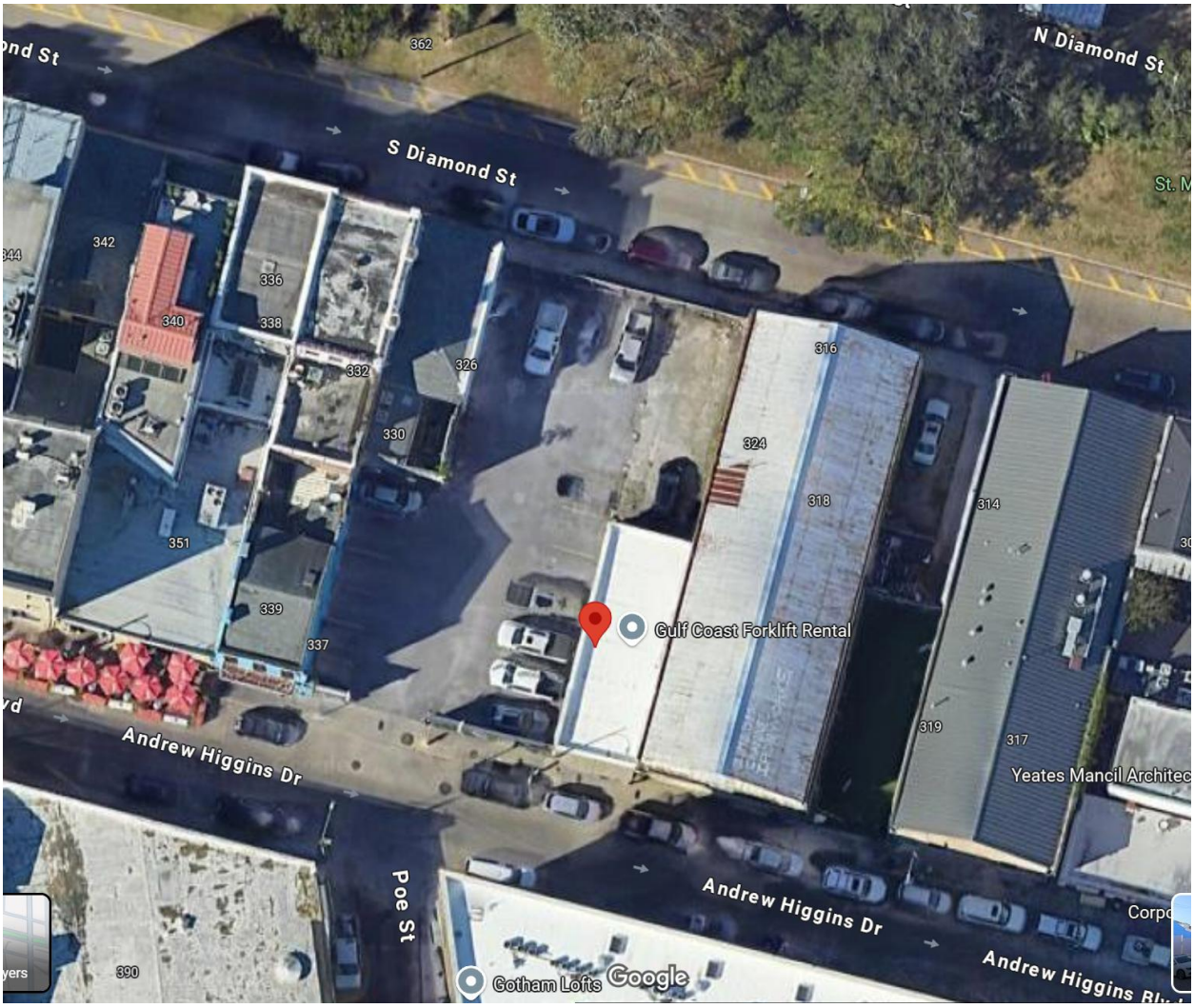
TO OPERATING AGREEMENT OF

OMBRA NOLA, LLC

The percentage and voting interest in OMBRA NOLA, LLC owned by each Member is as follows:

Name	Percentage Voting Interest
GREGORY S. CARR	50%
NICOLE ALEXIS PARAGGIO	50%


Andrew Higgins
Poe
325


N Diamond St
S Diamond St
362
342
336
340
338
332
326
316
330
324
318
314
351
339
337
Gulf Coast Forklift Rental
319
317
Yeates Mancil Architec
Andrew Higgins Dr
Poe St
Andrew Higgins Dr
Andrew Higgins Blvd
390
Gotham Lofts
Google

325 Andrew Higgins NPP

9 messages

Laura Barth <laura@zachsmithconsulting.com> Fri, Mar 21, 2025 at 11:34 AM
To: CPCINFO <cpcinfo@nola.gov>, Lesli.Harris@nola.gov, Downtown Development District <ddd@downtownnola.com>, warehousedna@gmail.com
Cc: Ron Loesel <ron@zachsmithconsulting.com>, Zachary Smith <zach@zachsmithconsulting.com>, Elizabeth D Holman <Elizabeth.Holman@nola.gov>

Good morning,

Please see the attached NPP for the conditional use application for 325 Andrew Higgins. Please let me know if you have any questions. Thank you!

--

Laura Barth
Permit Liaison | Zach Smith Consulting

O: +1 (504) 383 3748
E: laura@zachsmithconsulting.com
W: www.zachsmithconsulting.com

325 Andrew Higgins_NPP .pdf
226K

CPCINFO <CPCINFO@nola.gov> Fri, Mar 21, 2025 at 12:31 PM
To: Laura Barth <laura@zachsmithconsulting.com>, Lesli Harris <Lesli.Harris@nola.gov>, Downtown Development District <ddd@downtownnola.com>, "warehousedna@gmail.com" <warehousedna@gmail.com>
Cc: Ron Loesel <ron@zachsmithconsulting.com>, Zachary Smith <zach@zachsmithconsulting.com>, Elizabeth D Holman <elizabeth.holman@nola.gov>

Received. Thank you.

Best regards,

Robin Jones *(she/her/hers)*
Principal City Planner on duty for cpcinflo@nola.gov Friday, March 21, 2025
New Orleans City Planning Commission
1300 Perdido Street, Room 7W03
New Orleans, Louisiana 70112
(504) 658-7016
rcjones@nola.gov

From: Laura Barth <laura@zachsmithconsulting.com>
Sent: Friday, March 21, 2025 11:34 AM
To: CPCINFO <CPCINFO@nola.gov>; Lesli Harris <Lesli.Harris@nola.gov>; Downtown Development District <ddd@downtownnola.com>; warehousedna@gmail.com <warehousedna@gmail.com>

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by _____
Sign Provided ○ Date _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Orleans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ● Conditional Use/Planned Development

Address of Property for which this application is being filed. 325 Andrew Higgins

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ● Agent

Applicant Name Laura Barth - Zach Smith Consulting and Design

Applicant Address 1000 S Norman C Francis Pkwy

City New Orleans State LA Zip 70125

Applicant Contact Number 504-383-3748 Email laura@zachsmithconsulting.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name Ombra NOLA LLC

Property Owner Address 325 Andrew Higgins

City New Orleans State LA Zip 70130

Property Owner Contact Number 609-213-8024 Email ombranola@gmail.com

SPECIFIC ZONING REQUEST

Conditional Use request for a bar located in CBD-6.

PROPERTY LOCATION

Square Number(s) 51 Lot Number(s) 48

Bounding Streets ~~S Peter~~ ~~Tchoupitoulas~~ S Diamond

Zoning CBD-6 Municipal District 1

Tax Bill Number 102101726 Planning District 1

DESCRIPTION OF PROJECT (Attachments are acceptable)

We are requesting a conditional use for an owner-operated wine and aperitivo bar in the CBD-6 Cent Business District located at 325 Andrew Higgins.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided O **Date**	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature [signature] Date 4/30/2025

Agent Signature Date

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 30th day of April, 2025

My Commission expires at death

[signature]
Bar No. 31695

1557

City Planning Commission Speaker Card

Date : 7/8/25

I would like to speak regarding CPC Docket : 033/25

IN SUPPORT

Name: Nicole Paraggio

Address: 325 Andrew Higgins, New Orleans

☑ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: Nicole Paraggio

City Planning Commission Speaker Card

Date : 7/8/25

I would like to speak regarding CPC Docket : 033/25

IN SUPPORT

Name: GREGORY CARR

Address: 325 ANDREW HIGGINS, NEW ORLEANS, LA

☒ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

City Planning Commission Speaker Card

Date : 7/8/25

I would like to speak regarding CPC Docket : 033/25

IN SUPPORT

Name: Laura Barth - ZSC+D

Address: 1600 S Norman C Francis

☒ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☑ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

City Planning Commission Speaker Card

Date : 07/8/25

I would like to speak regarding CPC Docket : 033/25

IN SUPPORT

Name: James Catalano

Address: 4933 Magazine St. 70115

○ I am the applicant for this docket

○ I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☒ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

MOTION

NO. M-25-444

CITY HALL: August 21, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval** subject to 3 provisos, related to **ZONING DOCKET 033/25** related to property located on Lots 35 or 48 on Square 51, in the First Municipal District, bounded by Andrew Higgins Drive, South Diamond Street, South Peters Street, and Tchoupitoulas Street, bearing municipal address 325 Andrew Higgins Drive, initiated by Ombra NOLA, LLC to permit a conditional use for a bar in a CBD-6 Urban Core Neighborhood Intensity Mixed Use District, is received and the request is hereby **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

City Planning Commission Meeting
Tuesday, July 22 2025

CPC Deadline: 08/21/2025
CC Deadline: 60 days from receipt
City Council District: B –Harris

STAFF REPORT

Zoning Docket 036/25

To: City Planning Commission

From: Robert Rivers, Executive Director
Stephen Kroll, Planning Administrator

Prepared by: Julia Nickle

Date: July 23, 2025

GENERAL INFORMATION

Applicant(s): 1122 OCH, LLC, Mission Properties Foundation
Request: Request for an Affordable Housing Planned Development in an MU-2 High Intensity Mixed Use District.
Property description: Square 254, Lots 2, 3 and 4, and a portion of original Lot 9, in the First Municipal District, bounded by Oretha Castle Haley Boulevard, Calliope Street, Baronne Street, and Clio Street
Municipal address(es): 1122 Oretha Castle Haley Boulevard

Description:

The applicant is requesting approval for an Affordable Housing Planned Development to permit a mixed-use development in an MU-2 High Intensity Mixed Use District and EC Enhancement Corridor Design Overlay District in the Central City neighborhood. The site is a 12,548 square foot vacant lot at the corner of Oretha Castle Haley Boulevard and Calliope Street that has been vacant and undeveloped prior to Hurricane Katrina. The property is currently owned by affordable housing developer Gulf Coast Housing Partnership via 1122 OCH LLC, to be developed by Mission Properties Foundation. The applicant proposes to construct a mixed-use three-story 30-unit affordable housing development on the site. Floor plans indicate there will be twenty-four studios and six one-bedroom units, as well as ground floor commercial space for offices. Multi-family developments are permitted in this zoning district.

Why is City Planning Commission action required?

The City Planning Commission is required to make a recommendation on all planned development applications prior to City Council action, in accordance with **Article 4, Section 4.4.E.3** - Action by the City Planning Commission of the Comprehensive Zoning Ordinance.

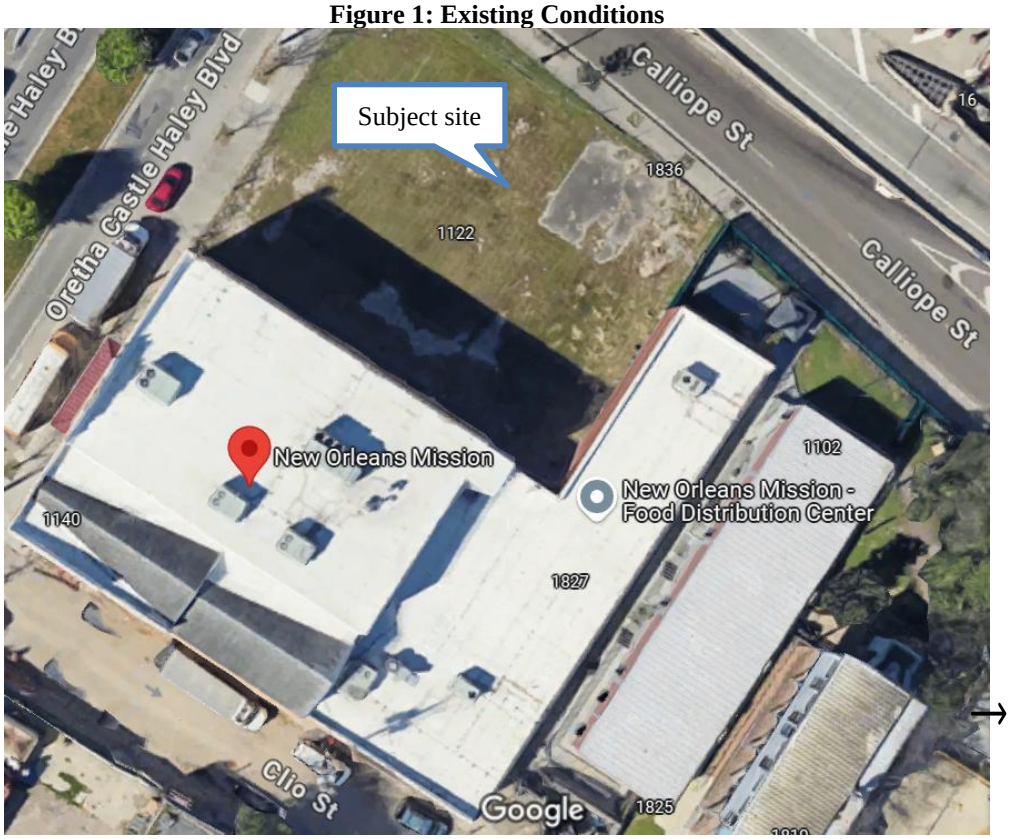
ANALYSIS

Site conditions

Existing conditions

The subject property is located on several lots of record; Lots 3, 4, and part of Lot 9, which operates as a single parcel. The parcel is currently vacant, measuring 98' 3" in length along Oretha Castle Haley Boulevard, 117' 1" and 12' 6 ¾" along Calliope Street, 95' 6 ¼" along the Baronne Street side, and 127' 10 ¼" along the Clio Street side. In total, the site is roughly 12,626.1 square feet in area. The property abuts the back of the Mission Food Distribution Center on the Clio Street side of the property, and the Mission shelter located at 1130 Oretha Castle Haley Boulevard.

Figure 1: Existing Conditions

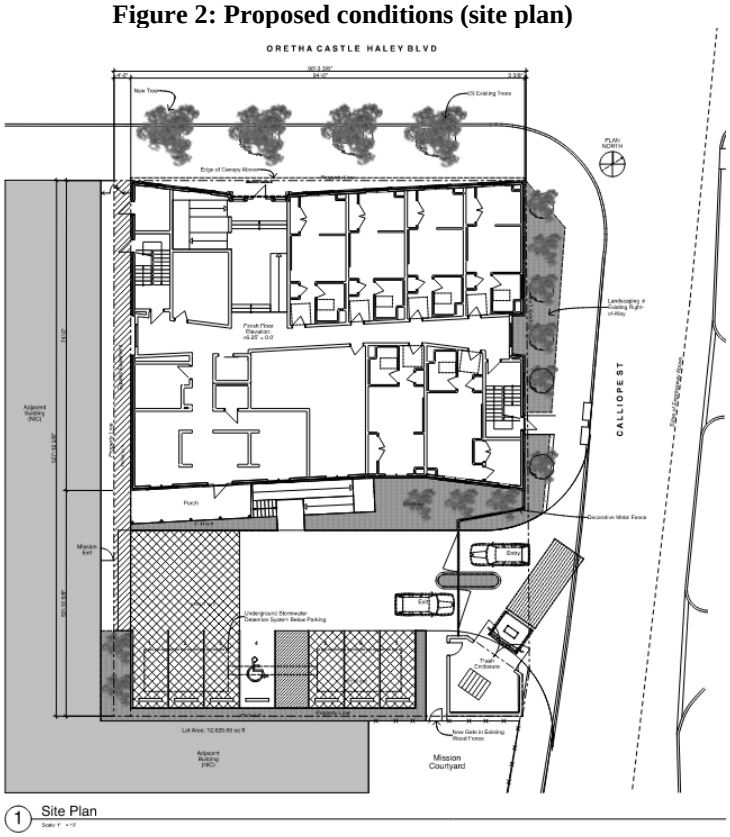


(Source: GoogleMaps)

Proposed conditions

The proposed conditions would include a mixed-use three-story, 30 unit affordable housing development. There would be 24 studio, or, "efficiency" units in total, and 6 one-bedroom units. The first floor's primary entry would be oriented towards Oretha Castle Haley Boulevard, with a secondary entry on the Calliope Street side. On the first floor (6,597.06 square feet) are six proposed studio units, two lobbies, a laundry room, long-term bike storage, janitorial closet, offices and a larger office suite for Mission and resident use. On the second and third floors (both 6,836.51 square feet), ten studio units and two one-bedroom units each. The entire structure would measure approximately 20,270.08 square feet of Gross Floor Area (GFA), 822.32 square feet of which would be commercial office space.

Figure 2: Proposed conditions (site plan)



(Source: Provided by applicant)

Figure 3: Proposed conditions (East and North elevations)

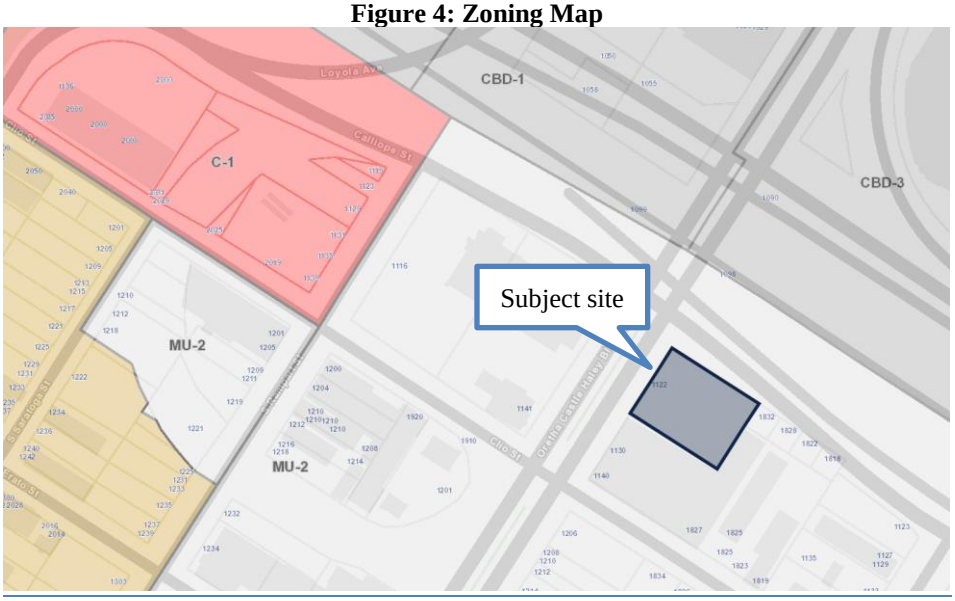


(Source: Provided by applicant)

Base zoning district standards

The petitioned site is in an MU-2 High Intensity Mixed-Use District. The site is subject to the requirements of **Article 15, Section 15.3.A –** *Site Design Standards* of the Comprehensive Zoning Ordinance.

Figure 4: Zoning Map



(Source: Property Viewer)

Bulk Regulations

In accordance with **Table 15-2** in **Article 15, Section 15.3.A** of the Comprehensive Zoning Ordinance, the minimum lot area is 800 sf/du. However, per **Article 5, Section 5.8.B, Table 5-3**, Residential Standards for Planned Developments in Commercial Center Districts (which include the MU-2 District) lessen this standard to 420 sf/du with the maximum density bonus applied. There are 30 units proposed, which means the minimum lot area required is 12,600 square feet. That requirement is met since the site is 12,626 square feet. Multi-Family and Non-Residential developments in MU-2 Districts also require that structure are no greater than 85' in height and no more than 7 stories; this is met as the proposed development is only 3 stories and 38' 8 ½" in height. Finally, the minimum permeable area requirements are 20% of the lot area; the proposed plans offer 22% permeability, or, 2,878 permeable square feet.

Minimum Yard Requirements

The existing structure is in compliance with all MU-2 District minimum yard requirements, of which only the front yard is requisite. Using the third method of determining a front yard setback, per **Article 15, Section 15.3.A.2.iii**, the adjacent front yards of New Orleans Mission shelter and food distribution center measure at 0' each. The proposed plans indicate the same setback of 0', thus meeting the requirement.

EC Enhancement Corridor Design Overlay District standards

This Affordable Housing Planned Development is scheduled to appear before the Design Advisory Committee on July 16, 2025. Initial comments were provided to the applicant before and after amended plans were received on June 30, 2025 regarding façade, entry orientation, screening, outdoor area usage, and landscaping. All of which were sufficiently addressed by the applicant and/or plan amendments, with the exception of the comment regarding a proposed curb cut on Calliope Street – the curb cut exceeds the standard 24' maximum allowed, extending to 35' 4" at its widest at the property line. The applicant reported that this excessive width was an attempt to meet the Louisiana Department of Transportation and Development to increase safety measures for trucks loading and unloading at this particular location. Per **Article 22, Section 22.11.B.2**, curb cuts are limited to a maximum width of twenty-four (24) feet for two-way circulation, and a maximum width of twelve (12) feet for one-way circulation unless the Director of the Department of Public Works determines that circumstances require wider curb cuts for turning efficiency and/or safety. To address this, staff recommend the following proviso:

- The developer shall secure the approval of the Department of Public Works for any improvements to the adjacent public right-of-way, including sidewalks, curbing, and curb cuts, and any other modifications to the surrounding public rights-of-way. When submitting plans to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works.

Concurrently, no off-street loading spaces exist or are proposed for the site. Pursuant to **Article 22, Section 22.7.C**, multi-family dwellings 20,000 – 100,000 sf Gross Floor Area (GFA) are required to provide one loading space. The proposed development shows 20,270.08 sf GFA and therefore is subject to this requirement. Again, however, in an effort to lower barriers to affordable housing development generally and given there is substantial room for a semi-truck to pull into the parking lot from the Calliope Street side without endangering public safety and disrupting traffic patterns along this stretch, staff recommends an exception be granted for this requirement.

Affordable Housing Planned Development standards

Affordable Housing Planned Developments are subject to the following standards found in **Article 5, Section 5.10.B.** Staff recommend including a proviso that addresses these standards to ensure compliance. The relevant regulations are below in italics with staff's analysis in regular text.

1. *Affordable housing units shall be either rental affordable housing or homeownership affordable housing.* This standard is met – the proposed housing will be rental affordable housing.
2. *All of the following developments that result in or contain ten or more rental housing units shall include ten percent (10%) of units up to the sixty percent (60%) Area Median Income level; for home ownership, the development shall contain ten percent (10%) of units up to the sixty percent (60%) Area Median Income level:*
    a. *New residential construction.*

b. *New Mixed-use development with a residential component.*

c. *Renovation of an established multi-family residential structure.*

d. *Development that will change the use of an existing building from nonresidential to residential.*

e. *An expansion of an adaptive reuse.*

f. *Development that includes the conversion of rental residential property to condominium property.*

This standard is met – the proposed development will be 100% affordable housing at the determined level of affordability.

Developments subject to this paragraph include projects undertaken in phases, stages, or otherwise developed in distinct sections. If the development contains a phasing plan, the phasing plan shall provide for the development of affordable housing units concurrently and proportionately with the market-rate units.

3. *To calculate the minimum number of affordable housing units required in any development listed in Section 10.B.2 above, the total number of proposed units shall be multiplied by ten percent (10%). If the number of required affordable units results in a fraction, a fraction of 0.5 or more shall be rounded up to the next higher whole number, and a fraction of less than 0.5 shall be rounded down to the next lower whole number.*

   Not applicable – the proposed development will be 100% affordable housing.

4. *Distribution of affordable housing units*

   a. *The affordable housing units shall be located on-site within the same structure as the market rate dwelling units. The affordable units shall be spread throughout the development and not clustered on one floor or in one area of the development.*

   b. *The affordable housing units shall be comparable to the market-rate housing units in terms floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.*

   Not applicable – the proposed development will be 100% affordable housing.

5. *Bedroom mix of affordable housing units*

   a. *The bedroom mix (i.e. the number of bedrooms) of the affordable housing units shall be proportional to the market-rate housing units.*

   Not applicable – the proposed development will be 100% affordable housing.

6. *Affordability Term*

   a. *The obligation to provide and maintain a specified amount of affordable housing in a development shall run with planned development designation containing such site for not less than ninety-nine (99) years.*

   This standard is met – the proposed development will remain affordable for a period of no less than ninety-nine (99) years.

7. *Additional requirements*

   a. *The residents of the affordable housing units shall have access to the same amenities as the residents of the market-rate housing units.*

      Not applicable – the proposed development does not feature market-rate housing.

   b. *The requirement to provide and the standards for providing affording housing units shall not be subject to a variance.*

      Standard is met – no variances from the provisions of **Article 5, Section 5.10.B** requested.

   c. *All developments that are subject to the standards of the Affordable Housing Planned Development shall include an Affordable Housing Impact Statement (AHIS) with the application. The AHIS shall provide the following information:*

      i. *The number of units added at the Area Medium Income Levels (AMI) at or below 80%, 50%, and 30%.*

      ii. *The number of units removed at the Area Medium Income Levels at or below 80%, 50%, and 30%.*

      iii. *The bedroom mix of the unit is to be added or removed (1, 2, 3, 4, etc. bedrooms).*

      iv. *The total number of units added and total number of units removed.*

      Standard is met – all thirty units will be rented at ≤50% AMI.

Landscaping

Due to the scope of the proposed planned development, the landscaping requirements per **Article 23, Section 23.3.A** are triggered. Staff recommends the following proviso:

- The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with **Article 23, Section 23.3.B** of the Comprehensive Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:
  a. the genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights of-way within the site, with applicable remarks and details;
  b. compliance with all applicable landscape regulations in Article 23 and elsewhere in the Comprehensive Zoning Ordinance including parking lot landscaping in Article 23, Section 23.7 and buffer yard landscaping in Article 23, Section 23.8;
  c. building foundation planting; and
  d. planting of trees in the public right-of-way at the equivalent of one (1) tree for every forty (40) linear feet for shade trees and every twenty-five (25) linear feet for ornamental trees, subject to the approval of the Department of Parks and Parkways.

Parking requirements

Vehicle Parking

Pursuant to **Article 22, Section 22.4.A Table 22-1** of the Comprehensive Zoning Ordinance, multi-family developments are subject to the following parking requirements: 1/du. However, **Article 5, Section 5.10.C** stipulates that all Affordable Housing Planned Developments within 600 feet of a transit stop shall be permitted up to a 50% reduction of the off-street parking requirement. The OC Haley Blvd. at Calliope St. RTA bus stop is on the corner of the proposed development. Thus, only fifteen parking spaces would be required per the latter density bonus per dwelling unit. Given that commercial office space requires 1 parking space per 500 square feet, 2 parking spaces would be required. In total, seventeen parking spaces would be required before applying collective parking or on-street exceptions.

Table 1: Base Parking Calculations

Use	Minimum Required Spaces	Total
Residential	1/du	30
Office	1/500 sf	2 (1.6)
Total		**32**

Table 2: Affordable Housing Planned Development Parking Density Bonus Calculations

Use	Minimum Required Spaces	Total
Residential	0.5/du	15
Office	1/500 sf	2 (1.6)
Total		**17**

Per **Article 22, Section 22.5.B.1**, on-street parking spaces are counted for MU-2 Districts. However, no on-street parking exists in front of the site. Further, per **Article 22, Section 22.15** stipulates more exceptions that may be applied to collective and alternating parking dependent on use. In this case, the use is a mix of commercial (822.32 square feet) and residential (19,447.76 square feet).

Table 3: Collective Parking (Weekday) Calculations w/ AHPD Density Bonus

	Spaces w/ AHPD density bonus	Required 12am – 7am	Required 7am – 6pm	Required 6pm – 12am
Residential	15	100% (15)	55% (8 [8.25])	85% (13 [12.75])
Office	2	5% (0 [0.10])	100% (2)	5% (0 [0.10])
Totals		**15**	**10**	**13**

Table 4: Collective Parking (Weekend) Calculations w/ AHPD Density Bonus

	Spaces w/ AHPD density bonus	Required 12am – 7am	Required 7am – 6pm	Required 6pm – 12am
Residential	15	100% (15)	65% (10 [9.75])	75% (11 [11.25])
Office	2	0% (0)	10% (0 [0.2])	0% (0)

Totals		**15**	**10**	**11**

Applying the collective parking reduction onto the Affordable Housing Planned Development density bonus, the peak maximum parking requirement is 15 spaces on both weekdays and weekends between 12am and 7am. This requires the applicant to provide 15 spaces, in lieu of 17 as determined by the affordable housing planned development density bonus. Only seven spaces are currently provided. However, due to the special circumstances of this request, staff recommend that an exception to this requirement be granted to allow the proposed seven spaces. Affordable housing is considered a substantial benefit to the Greater New Orleans community, and therefore exceptions may be made to provide said benefit and lower barriers to entry for affordable housing developers. Further, the applicant is proposing far more affordable units, 100% of all units, than required by the Affordable Housing Planned Development regulations (10%).

Bicycle Parking

Pursuant to **Article 22, Section 22.4.A Table 22-1** of the Comprehensive Zoning Ordinance, multi-family developments are required to provide 1 bicycle parking space per 5 dwelling units, 80% of which must be long term. This would require a minimum of 6 bicycle parking spaces for tenants. Offices are required to provide 1 bicycle parking space per 5,000 sf, and thus, the office space proposed for this project triggers only one bicycle space. However, when bicycle spaces are required, a minimum of two spaces must be provided, pursuant to **Article 22, Section 22.6.A.2**. Therefore, a minimum of 8 bicycle spaces are required, with 5 (4.8) being long term spaces. The applicant has provided plans with fifteen bicycle parking spaces located inside the first floor of the proposed structure, thus exceeding the bicycle parking requirements for both uses.

Anticipated impact on surrounding land uses

The proposed use is compatible with the high-intensity, mixed-use character of the immediate surrounding neighborhood. The subject site is located in the MU-2 High Intensity Mixed-Use District which allows for a range of commercial and residential uses. Given the close proximity to other New Orleans Mission properties – the main shelter and food distribution center – as well as a transit stop, the proposed development would be suitable infill for the long vacant corner property.

While the subject property does anticipate increases in traffic to and from the site, there will be provided parking in the form of a lot at the back of the building, as well as street parking along Oretha Castle Haley Boulevard. The site is proposed to host a mixed-use commercial and residential structure, and must adhere to all requirements for parking, noise level, building code and safety, and hours of operation set forth by the Department of Safety and Permits. Ultimately, the impact on surrounding land uses will be appropriate to the area's current capacity and provide missing affordable housing in a centrally located neighborhood.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on applications for a conditional use shall, on the basis of all information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Commission and Council are

required to specifically consider the extent to which the proposed use meets the approval standards contained in **Article 4, Section 4.3.F Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed use at the specified location is consistent with the policies embodied in the adopted Master Plan.

This standard is met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Master Plan if it furthers, or at least does not interfere with, the goals, policies, and guidelines outlined in Chapter 13: Land Use Plan of the Master Plan, and is compatible with the uses, densities, and intensities of the designation of its site on the future land use map. "Chapter 13: Land Use Plan" of the Master Plan designates the future land use of the petitioned site as "Mixed-Use Low Density." The goal, range of uses, and development character for that designation are copied below:

> **MIXED-USE HIGH DENSITY**
>
> **Goal:** Encourage compact, walkable, transit-oriented (or transit-ready) neighborhood centers with medium-to-high density multifamily residential, office, and commercial services at key, underutilized, centrally located parcels within neighborhoods and along edges.
>
> **Range of Uses:** Medium- to high-density multifamily residential, office, hotel and commercial retail. Limited light industrial uses (small food manufacturers, craft and value added industry and passive warehousing and storage) may be allowed in some areas. Agricultural, stormwater management, and supporting public recreational and community facilities are allowed. Transit and transportation facilities are allowed.
>
> **Development Character:** These areas will provide proper transitions to surrounding areas with lower densities/heights. Many structures will require ground-floor retail with residences or offices or both on upper floors. Allow the adaptive reuse of historic non-residential structures with densities higher than the surrounding neighborhood through the planned development process. Allow higher residential densities when a project is providing significant public benefits such as long-term affordable housing. Incorporate risk reduction and adaptation strategies in the built environment.

The proposed use would encourage the development of a centrally located, transit-oriented neighborhood center that was previously underutilized and underdeveloped. The long-term benefit of affordable housing serves an appropriate, sustainable infill for the area while maintaining its high intensity future land use status. The Range of Uses of the FLUM designation allows for development that includes "higher residential densities", specifically naming "significant public benefits such as long-term affordable housing". The proposed Affordable Housing Planned Development (AHPD) fits this description and all goals of this designation. Therefore, the granting of the AHPD to allow a mixed-use office and residential building is compatible with the Mixed-Use High-Density FLUM designation.

The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

This standard is met. The site is located within an MU-2 High Intensity Mixed-Use District. The MU-2 District is intended for areas of mixed-use development that are close to major arterial corridors. The district regulations are designed to encourage walkable neighborhood centers and corridors conducive to transit, with a mix of residential and supportive commercial and office uses. In the MU-2 District, vertical mixed-uses such as the one proposed are encouraged. A variety of residential dwellings are also allowed.

Therefore, the proposal to construct an AHPD in an existing transit-oriented neighborhood would be consistent with the surrounding area and would achieve the goals of the current zoning district.

The proposed use meets all standards specifically applicable to the use as set forth in Article 20 and all environmental performance standards of Section 21.3.

This standard is met. The CZO sets standards for Affordable Housing Planned Developments. The staff recommends the following standard proviso which would require compliance with these standards:

- The development shall be in accordance with, and submit evidence of, all affordable housing requirements outlined in **Article 5, Section 5.10** of the Comprehensive Zoning Ordinance, including:
    a. Affordable housing units shall be either rental affordable housing or homeownership affordable housing.
    b. The development shall contain ten percent (10%) of units up to the sixty percent (60%) Area Median Income level.
    c. The affordable housing units shall be located on-site within the same structure as the market rate dwelling units. The affordable units shall be spread throughout the development and not clustered on one floor or in one area of the development.
    d. The affordable housing units shall be comparable to the market-rate housing units in terms floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.
    e. The bedroom mix (i.e. the number of bedrooms) of the affordable housing units shall be proportional to the market-rate housing units.
    f. The obligation to provide and maintain a specified amount of affordable housing in a development shall run with planned development designation containing such site for not less than ninety-nine (99) years.
    g. The residents of the affordable housing units shall have access to the same amenities as the residents of the market-rate housing units.

The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public right-of-way to mitigate development-related adverse impacts.

This standard is met. Staff finds that the proposed use would integrate well within the current character of the neighborhood and bring a long vacant lot back into commerce. The Central City neighborhood is a mix of commercial and residential; however, the Oretha Castle Haley corridor is characterized by a mixture of apartments, offices, public services, bars, cultural institutions such as museums, galleries, and cooking schools, as well as centers of worship. The petitioned site is suitable infill for this neighborhood, as more affordable housing is needed, and especially in centrally located, transit-oriented areas such as Central City.

Any variance of zoning standards meets the approval standards of Section 4.6.F.

The requested conditional use does not necessitate any variance of zoning standards as it follows approval standards of **Article 4, Section 4.6.f** of the Comprehensive Zoning Ordinance.

The proposed use is not materially detrimental to the public health, safety, and welfare, or results in material damage or prejudice to other property in the vicinity.

This standard is met with implementation of the recommended provisos. The staff believes that the proposed use would not result in inappropriate impacts to any other property in the vicinity.

STAFF RECOMMENDATION

The staff recommends **APPROVAL** of Zoning Docket 036/25 subject to two (2) exceptions and four (4) provisos.

Exceptions

1. This development shall be granted an exception of **Article 22, Section 22.15** and **Article 5, Section 5.10** of the Comprehensive Zoning Ordinance to permit a reduced number of off-street parking due to the public benefit component providing affordable housing units.

2. This development shall be granted an exception of Article 22, Section 22.7.C of the Comprehensive Zoning Ordinance, which requires one off-street loading space.

Provisos

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with Clerk of Civil District Court's Land Records Division. Failure to complete the planned development process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.4.I.2** of the Comprehensive Zoning Ordinance will void the planned development approval.

2. The developer shall secure the approval of the Department of Public Works for any improvements to the adjacent public right-of-way, including sidewalks, curbing, and curb cuts, and any other modifications to the surrounding public rights-of-way. When submitting plans

to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works.

3. The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with **Article 23, Section 23.3.B** of the Comprehensive Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:
    a. the genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights of-way within the site, with applicable remarks and details;
    b. compliance with all applicable landscape regulations in Article 23 and elsewhere in the Comprehensive Zoning Ordinance including parking lot landscaping in Article 23, Section 23.7 and buffer yard landscaping in Article 23, Section 23.8;
    c. building foundation planting; and
    d. planting of trees in the public right-of-way at the equivalent of one (1) tree for every forty (40) linear feet for shade trees and every twenty-five (25) linear feet for ornamental trees, subject to the approval of the Department of Parks and Parkways.

4. The development shall be in accordance with, and submit evidence of, all affordable housing requirements outlined in **Article 5, Section 5.10** of the Comprehensive Zoning Ordinance, including:
    a. Affordable housing units shall be either rental affordable housing or homeownership affordable housing.
    b. The development shall contain ten percent (10%) of units up to the sixty percent (60%) Area Median Income level.
    c. The affordable housing units shall be located on-site within the same structure as the market rate dwelling units. The affordable units shall be spread throughout the development and not clustered on one floor or in one area of the development.
    d. The affordable housing units shall be comparable to the market-rate housing units in terms floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.
    e. The bedroom mix (i.e. the number of bedrooms) of the affordable housing units shall be proportional to the market-rate housing units.
    f. The obligation to provide and maintain a specified amount of affordable housing in a development shall run with planned development designation containing such site for not less than ninety-nine (99) years.
    g. The residents of the affordable housing units shall have access to the same amenities as the residents of the market-rate housing units.

CITY PLANNING COMMISSION MEETING (July 22, 2025)

The staff summarized the application and presented its recommendation of approval. The Commission received public comment from a representative of the New Orleans Mission, speaking in support of the request and stating the need for affordable housing for their program graduates. Commissioner Flick asked the applicant whether they read the report and understood the provisos, to which the applicant said yes. Commissioner Joshi-Gupta commented broadly on the benefit of affordable housing. There was no further discussion or comment. Commissioner Flick made a motion to approve the application as recommended by the staff. Commission Lunn seconded the motion, which was adopted.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 036/25 IS HEREBY RECOMMENDED FOR APPROVAL SUBJECT TO TWO (2) EXCEPTIONS AND FOUR (4) PROVISOS. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

Exceptions

1. This development shall be granted an exception of **Article 22, Section 22.15** and **Article 5, Section 5.10** of the Comprehensive Zoning Ordinance to permit a reduced number of off-street parking due to the public benefit component providing affordable housing units.

2. This development shall be granted an exception of Article 22, Section 22.7.C of the Comprehensive Zoning Ordinance, which requires one off-street loading space.

Provisos

1. The Department of Safety and Permits shall issue no building permits or licenses for this project until final development plans are approved by the City Planning Commission and recorded with Clerk of Civil District Court's Land Records Division. Failure to complete the planned development process by properly recording plans within one year or failure to request an administrative extension as provided for in **Article 4, Section 4.4.I.2** of the Comprehensive Zoning Ordinance will void the planned development approval.

2. The developer shall secure the approval of the Department of Public Works for any improvements to the adjacent public right-of-way, including sidewalks, curbing, and curb cuts, and any other modifications to the surrounding public rights-of-way. When submitting plans to the City Planning Commission for final approval, the developer shall provide documentation of all required approvals by the Department of Public Works.

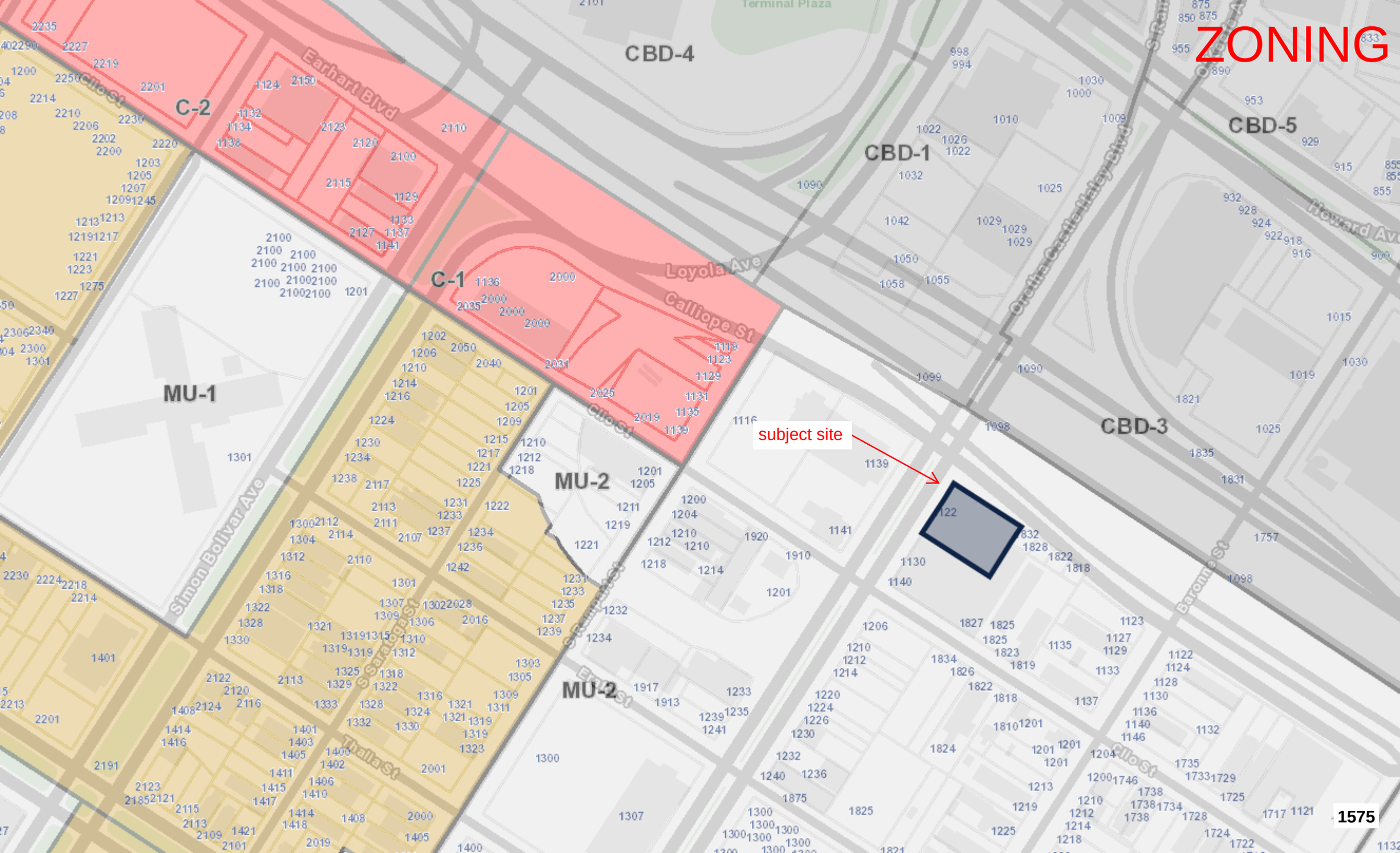
3. The plans submitted to the City Planning Commission for final approval shall include a landscaping plan that complies with **Article 23, Section 23.3.B** of the Comprehensive Zoning Ordinance. The landscape plan shall be prepared by a licensed Louisiana landscape architect. This landscape plan shall indicate the following:
    a. the genus, species, size, location, quantity, and irrigation of all existing and proposed plant materials within both the common areas and the street rights of-way within the site, with applicable remarks and details;
    b. compliance with all applicable landscape regulations in Article 23 and elsewhere in the Comprehensive Zoning Ordinance including parking lot landscaping in Article 23, Section 23.7 and buffer yard landscaping in Article 23, Section 23.8;
    c. building foundation planting; and
    d. planting of trees in the public right-of-way at the equivalent of one (1) tree for every forty (40) linear feet for shade trees and every twenty-five (25) linear feet for ornamental trees, subject to the approval of the Department of Parks and Parkways.

4. The development shall be in accordance with, and submit evidence of, all affordable housing requirements outlined in **Article 5, Section 5.10** of the Comprehensive Zoning Ordinance, including:
    a. Affordable housing units shall be either rental affordable housing or homeownership affordable housing.
    b. The development shall contain ten percent (10%) of units up to the sixty percent (60%) Area Median Income level.
    c. The affordable housing units shall be located on-site within the same structure as the market rate dwelling units. The affordable units shall be spread throughout the development and not clustered on one floor or in one area of the development.
    d. The affordable housing units shall be comparable to the market-rate housing units in terms floor area and exterior finishes. Interior finishes or appliances may be different as long as functionality and longevity are retained.
    e. The bedroom mix (i.e. the number of bedrooms) of the affordable housing units shall be proportional to the market-rate housing units.
    f. The obligation to provide and maintain a specified amount of affordable housing in a development shall run with planned development designation containing such site for not less than ninety-nine (99) years.
    g. The residents of the affordable housing units shall have access to the same amenities as the residents of the market-rate housing units.

YEAS: Flick, Jordan, Joshi-Gupta, Lunn, Steeg

NAYS:

ABSENT: Brown, Steeg, Witry


ZONING
CBD-4
CBD-1
CBD-5
CBD-3
C-2
C-1
MU-1
MU-2
MU-2
subject site
Earhart Blvd
Loyola Ave
Calliope St
Elio St
Simon Bolivar Ave
Carondelet St
Baronne St
Howard Ave
Thalia St
1575

SQ. NO. 254
FIRST DISTRICT
ORLEANS PARISH
NEW ORLEANS, LA
(Lots 2, 3, 4, and Pt. 9)

LEGEND

- I.R.S. Iron Rod Set
- I.R.F. Iron Rod Fd. (Found)
- I.P.S. Iron Pipe Set
- I.P.F. Iron Pipe Fd. (Found)
- Nail Set
- Nail Fd. (Found)
- PK Nail Set
- PK Nail Fd. (Found)
- Mon. Monument Fd. (Found)
- Cross Cut
- Cross Fd. (Found)
- "T" Cut
- "T" Fd. (Found)
- Arrow Cut
- Arrow Fd. (Found)
- Angle Cut
- Angle Fd. (Found)

- D% Drain Clean Out
- S% Sewer Clean Out
- % Unknown Clean Out
- DMH Drain Manhole
- EMH Electric Manhole
- GMH Gas Manhole
- NOPSI MH NOPSI Manhole
- SCB MH South Central Bell Manhole
- SMH Sewer Manhole
- WMH Water Manhole
- EM Electric Meter
- GM Gas Meter
- WM Water Meter
- GV Gas Valve
- WV Water Valve

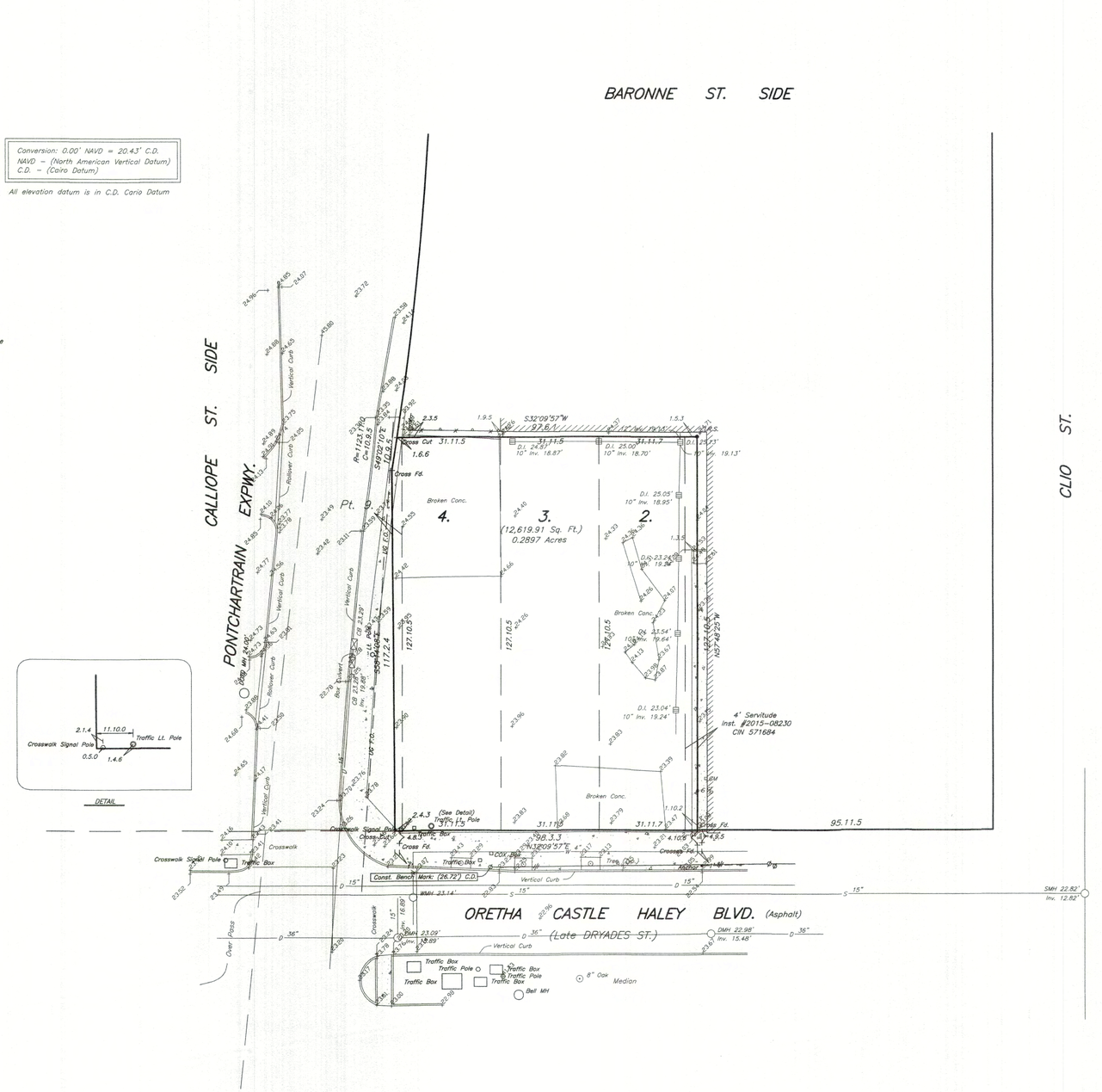
- Anchor (Pole)
- CB Catch Basin
- D.I. Drop Inlet
- D.I. Drop Inlet
- D.S. Down Spout
- FH Fire Hydrant
- Handicap
- Hose Bibb
- Lt. (Light) Pole
- Power Pole
- Sign
- Tele. (Telephone) Pedestal
- Traffic Lt. (Light)

- CATV — Cable Television Line
- D — Drain Line
- G — Gas Line
- S — Sewer Line
- T — Telephone Line
- W — Water Line
- UG E — Underground Electric Line
- UG T — Underground Telephone Line
- Overhead Power Line
- Fence
- Property Line
- Concrete
- Building

R/W Right of Way

Conversion: 0.00' NAVD = 20.43' C.D.
NAVD – (North American Vertical Datum)
C.D. – (Cairo Datum)

All elevation datum is in C.D. Cario Datum



STATE OF LOUISIANA
CLINT M. SMOUSEAUX
LIC. NO. 5131
LICENSED PROFESSIONAL LAND SURVEYOR

one call before you dig. Ticket No. 250168064

Ref. Bench Mark: ALCO (26.26') C.D. (+5.8') NAVD
Const. Bench Mark: Nail Set in Power Pole (26.72') C.D. (+6.29') NAVD

Note:
The locations of underground and other nonvisible utilities shown hereon have been determined from data and/or extracted from records made available to us by agencies controlling such records. Where found, the surface features of locations are shown.The ACTUAL nonvisible locations may vary from those shown hereon. Each agency should be contacted relative to the precise location of its underground installation prior to any reliance upon the accuracy of such locations shown hereon, including prior to excavation and digging.

20 0 10 20
SCALE
(1 inch = 20 feet)

177289 176932

Revised: April 3, 2025 to show additional field work.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

Note:
Improvements may not be to scale for clarity.
The dimensions shown prevail over scale.

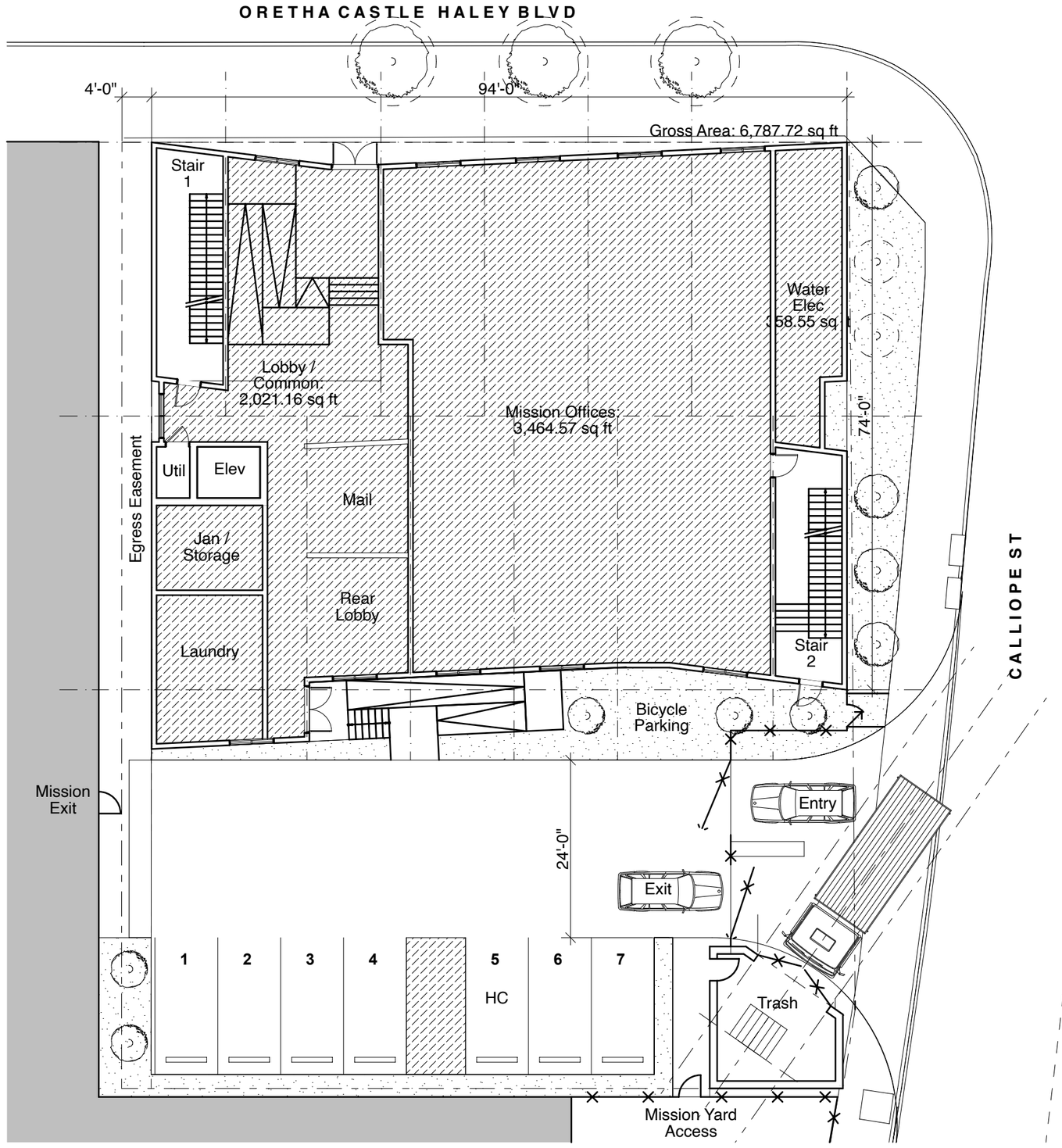
All lot bearings as per plan of sub.

Date: March 16, 2025 Scale: 1" = 20'

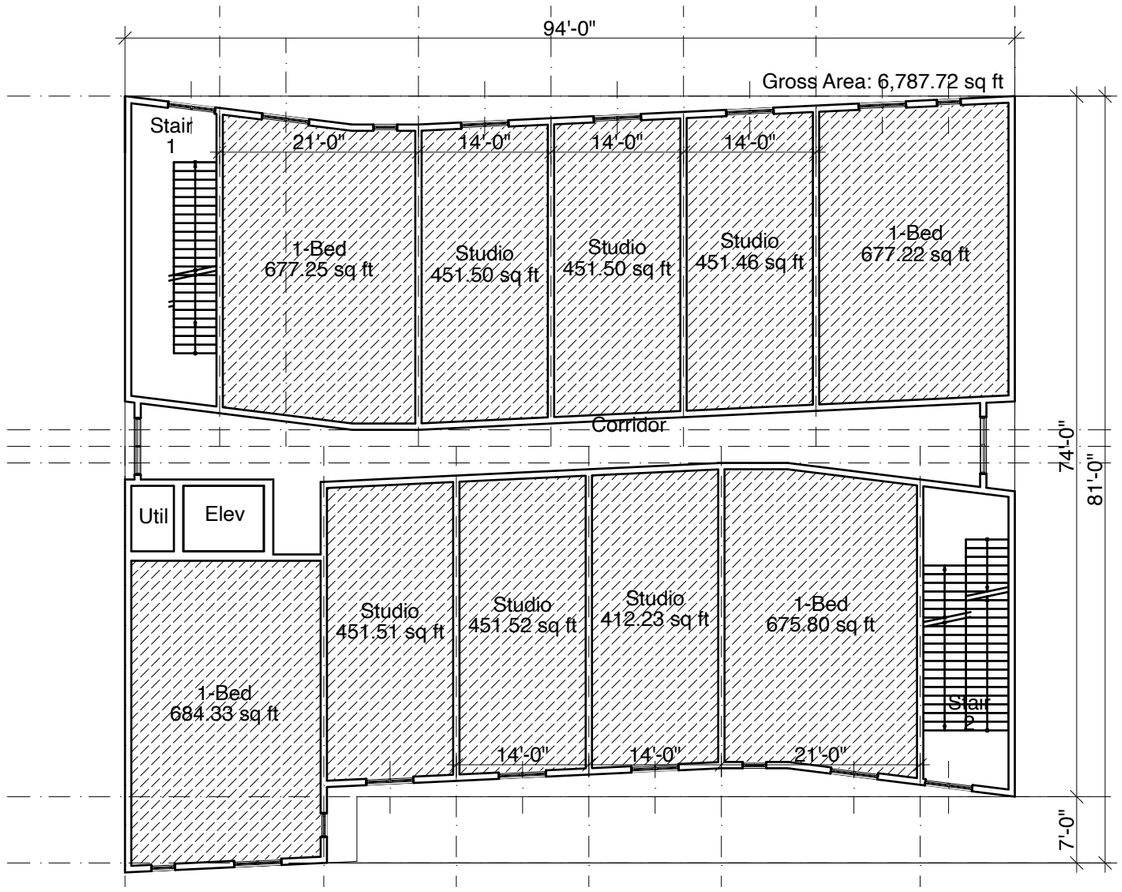
This plat represents an actual ground survey made by me or under my direct supervision and control and meets the requirements for the Standards of Practice for Boundary Surveys as found in Louisiana Administrative Code TITLE 46:LXI, Chapter 29 for a Class "C" survey.
Made at the request of Gulf Coast Housing Partnership.

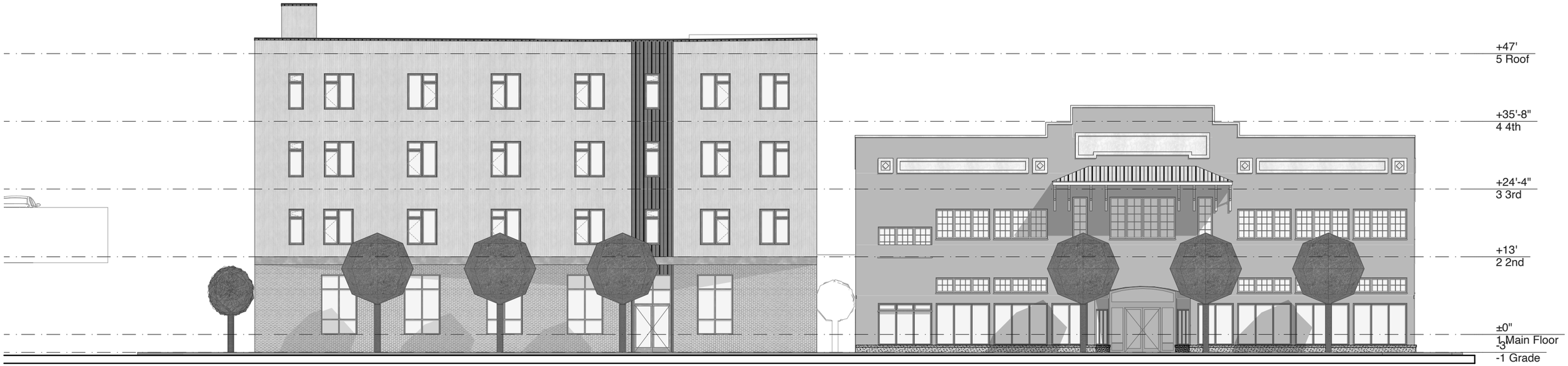
Gilbert, Kelly & Couture', Inc., Professional Land Surveying
2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

X:\GKC CAD DRAWINGS\1st District\Sq. 200-299\SQ. 254\176932 (1122 oretha castle haley) LOTS 2, 3, 4 & PT.9.dwg.
4/8/2025 12:34:15 PM



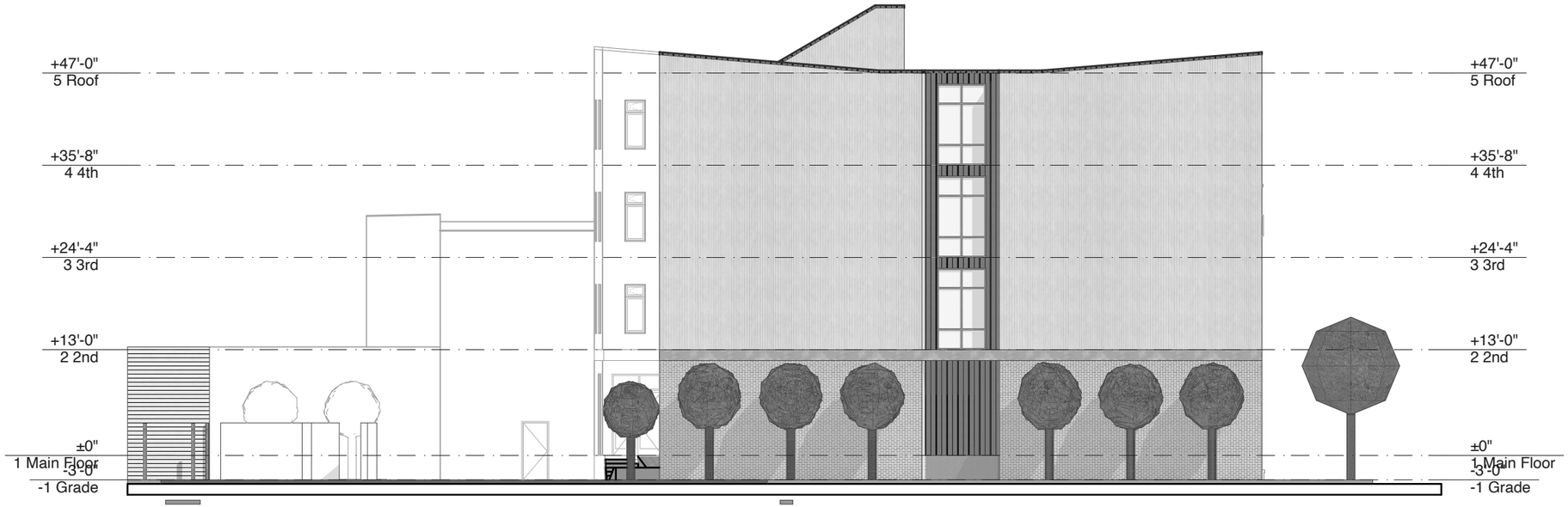
CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	Ground Floor and Site Plan SK-1 Scale: 1/16" = 1'-0"

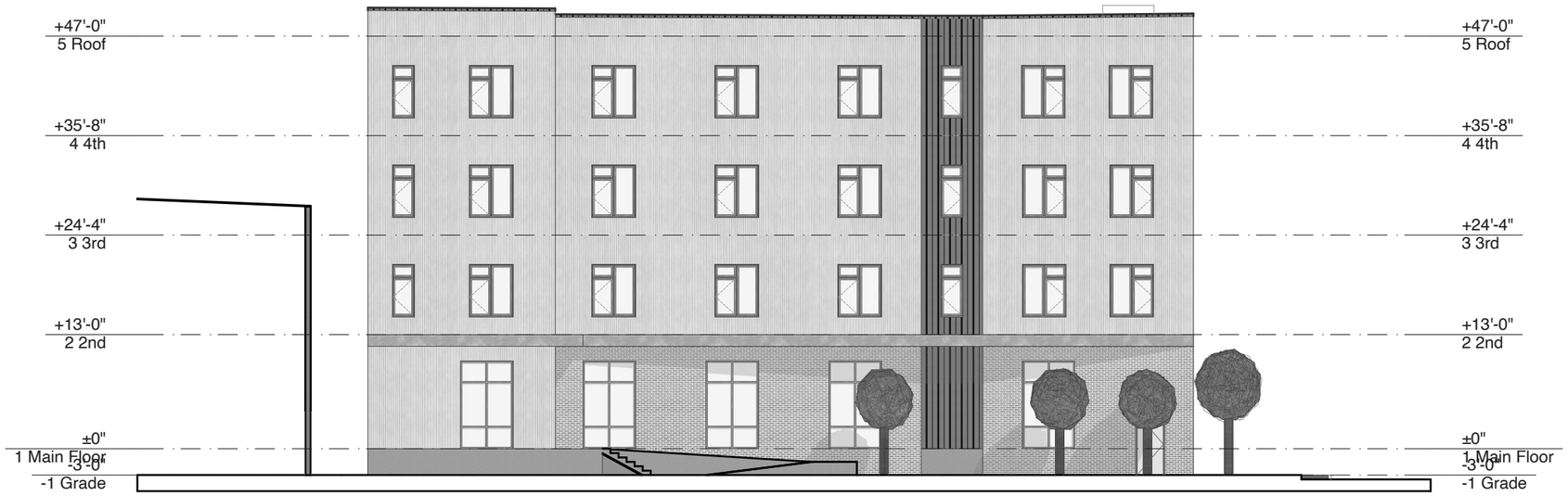

94'-0"
Gross Area: 6,787.72 sq ft
Stair 1
21'-0"
14'-0"
14'-0"
14'-0"
1-Bed 677.25 sq ft
Studio 451.50 sq ft
Studio 451.50 sq ft
Studio 451.46 sq ft
1-Bed 677.22 sq ft
Corridor
74'-0"
81'-0"
Util
Elev
1-Bed 684.33 sq ft
Studio 451.51 sq ft
Studio 451.52 sq ft
Studio 412.23 sq ft
1-Bed 675.80 sq ft
Stair 2
14'-0"
14'-0"
21'-0"
7'-0"



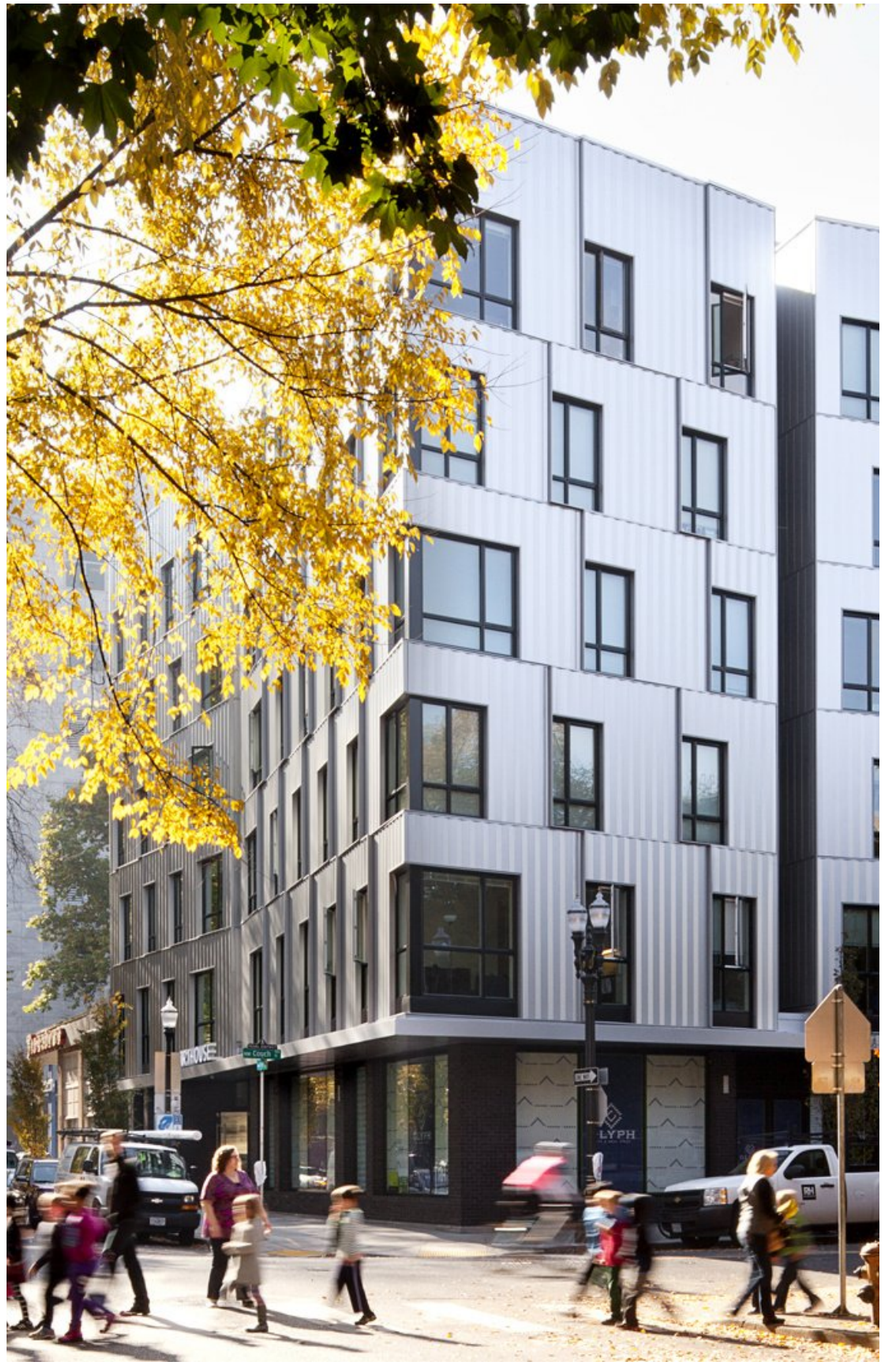
CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	OCH Elevation

SK-3
Scale: 1/16" = 1'-0"


+47'-0"
5 Roof
+35'-8"
4 4th
+24'-4"
3 3rd
+13'-0"
2 2nd
±0"
1 Main Floor
-3'-0"
-1 Grade
+47'-0"
5 Roof
+35'-8"
4 4th
+24'-4"
3 3rd
+13'-0"
2 2nd
±0"
1 Main Floor
-3'-0"
-1 Grade


+47'-0"
5 Roof
+35'-8"
4 4th
+24'-4"
3 3rd
+13'-0"
2 2nd
±0"
1 Main Floor
-3'-0"
-1 Grade
+47'-0"
5 Roof
+35'-8"
4 4th
+24'-4"
3 3rd
+13'-0"
2 2nd
±0"
1 Main Floor
-3'-0"
-1 Grade


+47'-0"
5 Roof
+35'-8"
4 4th
+24'-4"
3 3rd
+13'-0"
2 2nd
±0"
1 Main Floor
-3'-0"
-1 Grade
+47'-0"
5 Roof
+35'-8"
4 4th
+24'-4"
3 3rd
+13'-0"
2 2nd
±0"
1 Main Floor
-3'-0"
-1 Grade






ARTHOUSE
SCHOOL SPEED 20



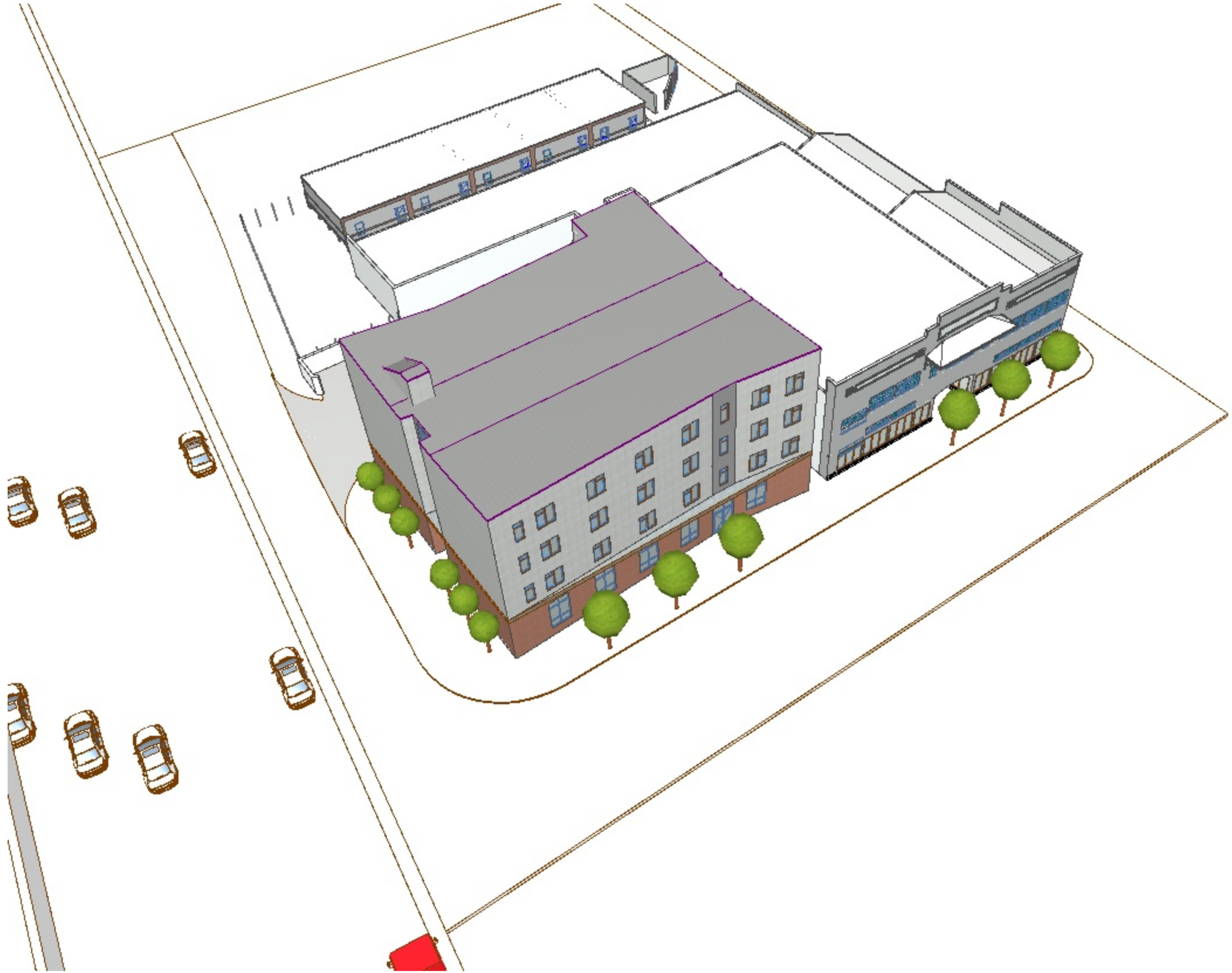
CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	View to Downtown	SK-8



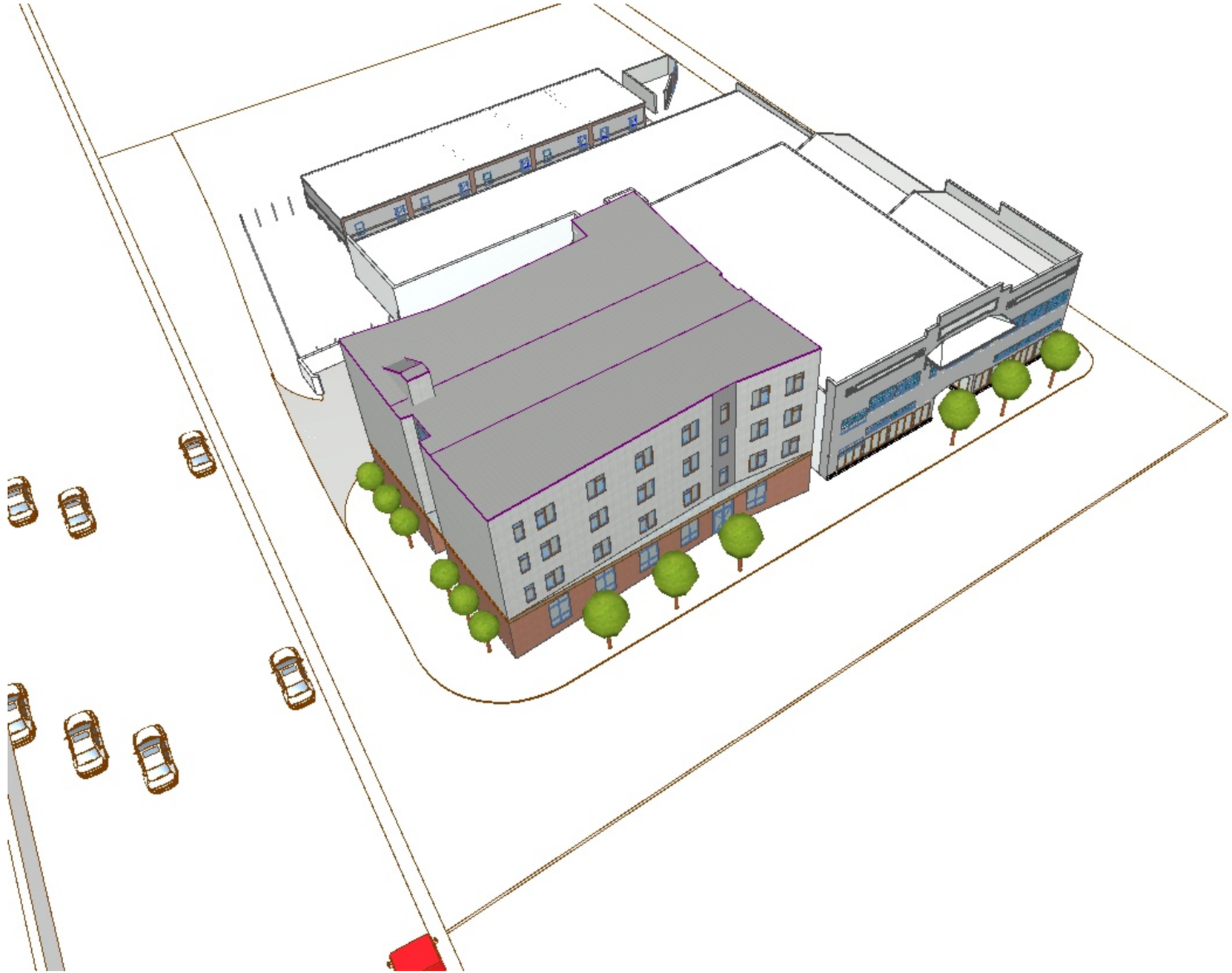
CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	View from OCH



CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	View from OCH



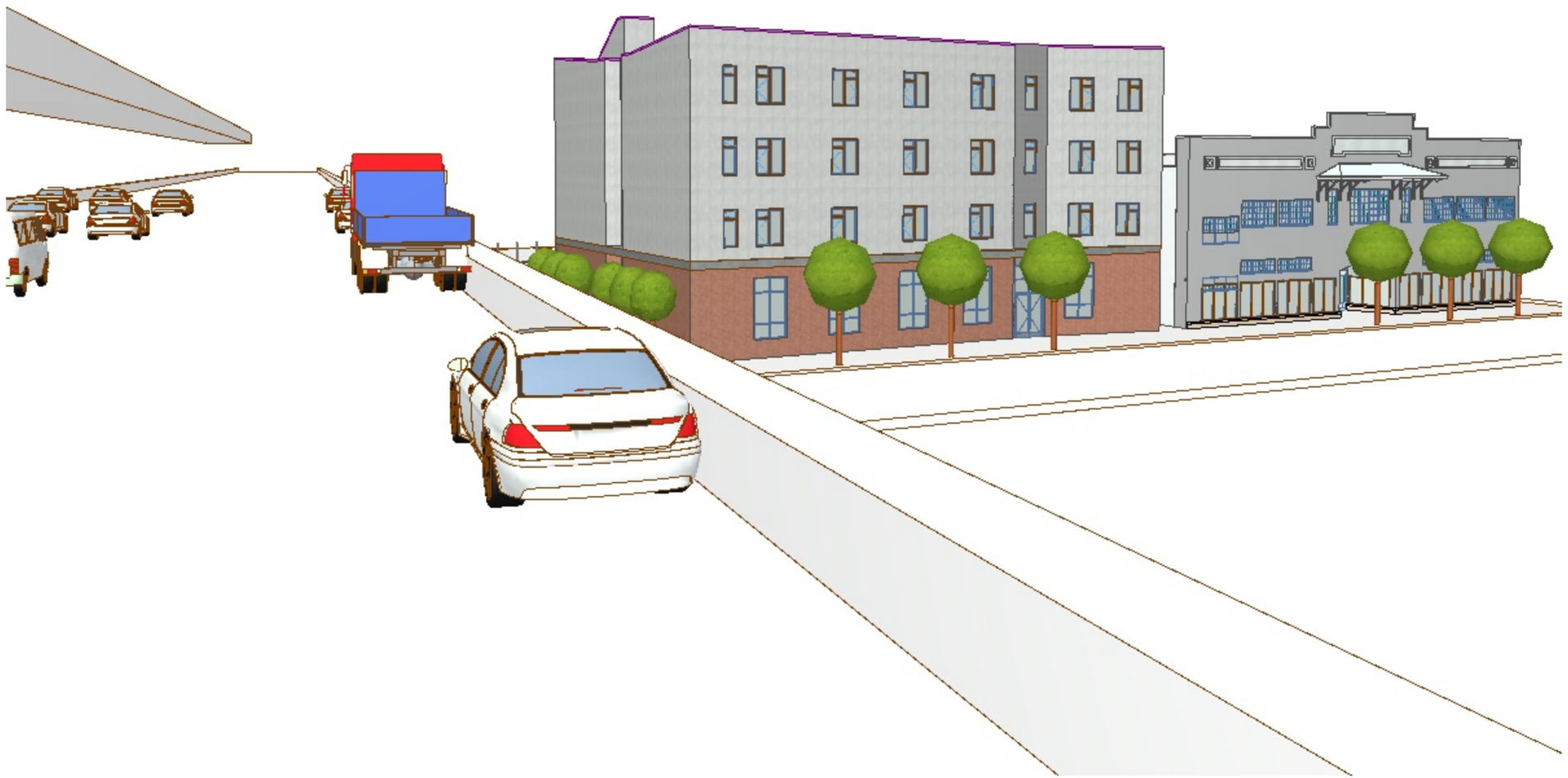
CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	Aerial View	SK-11



CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	Aerial View	SK-12



CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	Aerial View	SK-13



CCWIV ARCHITECTURE LLC	New Orleans Mission	1122 Oretha Castle Haley Boulevard May 14, 2025	View from Overpass	SK-14



Oretha Castle Haley Boulevard



Oretha Castle Haley Boulevard and Clio Street

Attachment F: 1122 OCH Site Photos



Clio Street

1122 OCH NPP Summary Report

Date of Report: 05/01/2025

Project Name: 1122 OCH

Project Address: 1122 Oretha Castle Haley Blvd

Contact: Will Bowling, bowling@gchp.net, (504) 525-2505 ext. 201, 1626 Oretha Castle Haley Blvd, New Orleans, LA 70113

Overview

This report provides results of the implementation of the Neighborhood Participation Program for the property located at 1122 Oretha Castle Haley Blvd, New Oleans, LA 70113. Mission Properties Foundation intends to file an application for a Planned Development to the City Planning Commission seeking approval for an Affordable Housing Planned Development (AHPD) for the project which is located in an MU-2 High-Intensity Mixed-Use District in accordance with Article 5, Section 5.10 of the Comprehensive Zoning Ordinance. The planned development is allowed through the conditional use process in Article 15, Section 15.2A (Table 15-1). With an allowed reduction of up to 50% of the residential multi-family parking space requirements per the APHD and calculating the required number of spaces for a mixed-use project per Article 22.15 for Collective Parking (Table 22-4) 15 off-street parking spaces are required. We are proposing to have 7 off-street parking spaces, and will therefore be requesting a waiver of 8 off-street parking spaces. This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in lists, petitions, letters, summary sheets, and other materials are attached.

Neighborhood Meeting

A neighborhood meeting was held on Tuesday, April 22nd, 5:00pm at 1819 Cio St, New Orleans, LA 70113

62 persons/addresses were invited to the NPP meeting.

0 persons attended the meeting.

No emails, phone calls, or letters were received regarding this project.

April 1, 2025

Dear Neighbor,

We are writing to inform you of a proposed residential development at 1122 Oretha Castle Haley Blvd, which is subject to the Neighborhood Participation Program (NPP) process. As part of this process, we will be holding a meeting to discuss the project with neighbors and community members and to gather input before submitting our application to the City Planning Commission.

Date: Tuesday, April 22nd, 2025
Time: 5:00pm
Location: 1819 Clio st, New Orleans, LA 70113

Mission Properties Foundation is planning to develop a mixed-use building with 30 residential apartments and ground-floor office space. The building will front Oretha Castle Haley Blvd, be four stories tall, and will feature 1-bedroom and studio apartment units.

We are submitting an application for a Planned Development to the City Planning Commission seeking approval for an Affordable Housing Planned Development (AHPD) for the project which is located in an MU-2 High-Intensity Mixed-Use District in accordance with Article 5, Section 5.10 of the Comprehensive Zoning Ordinance. The planned development is allowed through the conditional use process in Article 15, Section 15.2A (Table 15-1).

With an allowed reduction of up to 50% of the residential multi-family parking space requirements per the APHD and calculating the required number of spaces for a mixed-use project per Article 22.15 for Collective Parking (Table 22-4) 15 off-street parking spaces are required. We are proposing to have 7 off-street parking spaces, and will therefore be requesting a waiver of 8 off-street parking spaces.

The projected start time for construction is early 2026.

This letter is being delivered through U.S. Mail and through hand delivery. At the meeting, a sign-in sheet will be provided to obtain email addresses, so we can keep you informed of the project's progress. If you have any questions or comments, please feel free to reach us at the contact information below. We look forward to meeting you on Aprill 22nd.

Sincerely,

David Bottner

CEO, Mission Properties Foundation
P: (504) 523-2116
E: david@neworleansmission.org

1122 OCH NPP Meeting

Meeting Sign-in sheet

An NPP meeting was held for this project on Tuesday, April 22nd, 2025 at 5pm. No persons attended the meeting. Below is the sign-in sheet for the meeting.

NPP Meeting - Sign-In Sheet

Project Address: 1122 Oretha Castle Haley, Blvd, New Orleans, LA 70113

Meeting Date / Time: Tuesday, April 22, 2025 / 5:00pm

Meeting Location: New Orleans Mission, 1819 Clio st, New Orleans, LA 70113

	Name	Organization	Address	Phone Number	Email Address
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					

NPP Meeting - Sign-In Sheet

Project Address: 1122 Oretha Castle Haley, Blvd, New Orleans, LA 70113

Meeting Date / Time: Tuesday, April 22, 2025 / 5:00pm

Meeting Location: New Orleans Mission, 1819 Clio st, New Orleans, LA 70113

	Name	Organization	Address	Phone Number	Email Address
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					

NPP Meeting - Sign-In Sheet

Project Address: 1122 Oretha Castle Haley, Blvd, New Orleans, LA 70113

Meeting Date / Time: Tuesday, April 22, 2025 / 5:00pm

Meeting Location: New Orleans Mission, 1819 Clio st, New Orleans, LA 70113

	Name	Organization	Address	Phone Number	Email Address
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					

1122 OCH NPP Meeting

Comment Cards

An NPP meeting was held for this project on Tuesday, April 22nd, 2025 at 5pm. No persons attended the meeting and no comment cards were received. Below is a sample of the comment cards that were brought to the meeting.

NPP MEETING COMMENT CARD

DATE: Tuesday, April 22nd, 2025

NAME/ADDRESS OF PROJECT: 1122 OCH
1122 Oretha Castle Haley Blvd, New Orleans, LA 70117

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE: Tuesday, April 22nd, 2025

NAME/ADDRESS OF PROJECT: 1122 OCH
1122 Oretha Castle Haley Blvd, New Orleans, LA 70117

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE: Tuesday, April 22nd, 2025

NAME/ADDRESS OF PROJECT: 1122 OCH
1122 Oretha Castle Haley Blvd, New Orleans, LA 70117

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE: Tuesday, April 22nd, 2025

NAME/ADDRESS OF PROJECT: 1122 OCH
1122 Oretha Castle Haley Blvd, New Orleans, LA 70117

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

PROPERTY OWNERS AND RESIDENTS WITHIN 300 FEET

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
1122 Och LLC	1610 Oretha C Haley Blvd Apt A	New Orleans	LA	70113
1214 Och LLC	3218 St Claude	New Orleans	LA	70117
1217 Baronne LLC	1231 Baronne St	New Orleans	LA	70113
Cong St John The Baptist Catholic Church	1139 Oretha C Haley Blvd	New Orleans	LA	70113
Current Resident	1116 S Rampart St	New Orleans	LA	70113
Current Resident	1122 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1123 Baronne St	New Orleans	LA	70113
Current Resident	1127 Baronne St	New Orleans	LA	70113
Current Resident	1129 Baronne St	New Orleans	LA	70113
Current Resident	1130 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1133 Baronne St	New Orleans	LA	70113
Current Resident	1137 Baronne St	New Orleans	LA	70113
Current Resident	1139 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1140 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1141 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1201 Baronne St HM	New Orleans	LA	70113
Current Resident	1201 Baronne St Unit 1	New Orleans	LA	70113
Current Resident	1201 Baronne St Unit 2	New Orleans	LA	70113
Current Resident	1201 Baronne St Unit 3	New Orleans	LA	70113
Current Resident	1201 Baronne St Unit 4	New Orleans	LA	70113
Current Resident	1201 Baronne St Unit 5	New Orleans	LA	70113
Current Resident	1201 Baronne St Unit 6	New Orleans	LA	70113
Current Resident	1201 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1206 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1208 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1209 Baronne St	New Orleans	LA	70113
Current Resident	1210 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1211 Baronne St	New Orleans	LA	70113
Current Resident	1212 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1213 Baronne St	New Orleans	LA	70113
Current Resident	1214 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1217 Baronne St	New Orleans	LA	70113
Current Resident	1218 Oretha Castle Haley Blvd	New Orleans	LA	70113

Current Resident	1219 Baronne St	New Orleans	LA	70113
Current Resident	1220 Oretha Castle Haley Blvd	New Orleans	LA	70113
Current Resident	1816 Clio St	New Orleans	LA	70113
Current Resident	1818 Calliope St	New Orleans	LA	70113
Current Resident	1818 Clio St	New Orleans	LA	70113
Current Resident	1819 Clio St	New Orleans	LA	70113
Current Resident	1821 Calliope St	New Orleans	LA	70113
Current Resident	1822 Calliope St	New Orleans	LA	70113
Current Resident	1822 Clio St	New Orleans	LA	70113
Current Resident	1825 Clio St	New Orleans	LA	70113
Current Resident	1825 Clio St HM	New Orleans	LA	70113
Current Resident	1826 Clio St	New Orleans	LA	70113
Current Resident	1827 Clio St	New Orleans	LA	70113
Current Resident	1828 Calliope St	New Orleans	LA	70113
Current Resident	1832 Calliope St	New Orleans	LA	70113
Current Resident	1834 Clio St	New Orleans	LA	70113
Current Resident	1920 Clio St	New Orleans	LA	70113
Deeter Barrone LLC	1205 Sheldon CV Suite 1E	Austin	TX	78753
Housing Authority of New Orleans	4100 Touro St	New Orleans	LA	70122
La Dept Of Highways & Trans	1201 Capitol Access Rd	Baton Rouge	LA	70802
MH Properties LLC	1200 Baronne St	New Orleans	LA	70113
Philmat Inc	1000 Howard Ave Suite 1000	New Orleans	LA	70113
Properties Foudation Mission	1134 Baronne St	New Orleans	LA	70130
Properties Foundation Mission	1134 Baronne St	New Orleans	LA	70113
River Bridge Authority Mississippi	2001 Behrman Ave	New Orleans	LA	70114
Sidney F Monk	25298 US Hwy 96 S	Kirbyville	TX	75956
Sleepartnola Inc	7818 Berg St	New Orleans	LA	70128
Sms Development LLC	909 Poydras St Ste 1615	New Orleans	LA	70112
State Of Louisiana-Ccc	2001 Victory Park Dr	New Orleans	LA	70114
NEIGHBORHOOD ORGANIZATIONS				

Organization Name: Oretha Castle Haley Blvd. Merchants & Business Association
Point of Contact: Linda Pompa
Phone Number: 504-528-1806
Email: ochaleymainst@bellsouth.net
Street Address: 1712 Oretha Castle Haley Boulevard, Ste. 215

City: New Orleans
Zip: 70113
Organization Name: Faubourg Lafayette Community Association
Point of Contact: Keely Lewis
Phone Number: (504) 372-7599
Email: utopiantemple@gmail.com
Street Address: 701 Loyola Ave, 58542
City: New Orleans
Zip: 70113

CITY COUNCILPERSON

Lesli Harris
City Hall, Room 2W10
1300 Perdido Street
New Orleans, LA 70112
Phone: (504) 658-1020
Fax: (504) 658-1025
Lesli.Harris@nola.gov

CPC INFORMATION

City Hall, 7th floor
1300 Perdido Street
New Orleans, LA 70112
Phone: (504) 658-7033
cpcinfo@nola.gov


Pontchartrain Expressway
Loyola Avenue
Simon Bolivar Avenue
Calliope Street
US 90 BUS
HOV Lane
Pontchartrain Expressway
Martin Luther King Jr Boulevard
South Saratoga Street
Erato Street
South Rampart Street
St Joseph Street
Howard Avenue
Baronne Street
CENTRAL BUSINESS DISTRICT
Carondelet Street
Exxon
Clio Street
US 90 BUS

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by	
Sign Provided	**Date**
Tracking Number	

LAND-USE REQUEST APPLICATION

LAND-USE PROCESS

APPLICANT RESPONSIBILITIES	CITY ACTIONS	NOTES
Schedule a pre-application conference with the CPC staff.		The applicant or agent must meet with CPC staff to review the application.
Perform NPP Outreach		Staff will explain requirements including Neighborhood Participation Program outreach in pre-app meeting: https://www.nola.gov/city-planning/neighborhood-participation-program/
Submit Application to CPC Staff.	Review application/Return if incomplete and provide applicant with sign	All applications must be completed before being assigned a zoning docket number.
	Initiate legally required advertising of request.	Request is advertised 3 times in the newspaper and signs are posted in the vicinity of the request site.
Review staff's report prior to the public hearing.	CPC staff prepares a report of your request and forwards it to the Commission and petitioner.	Staff report on your request is forwarded to the Commission and to you prior to the Public Hearing.
Attend CPC Public Hearing.	Public Hearing is held approximately 6 weeks after a complete, correct application is received.	Proponents and opponents are allowed to address concerns and issues at the public hearing.
	CPC recommendation is forwarded to the City Council with a suggested hearing date.	The staff report (inc. CPC recommendation) is sent to the City Council. The Council schedules a hearing date.
	Petitioner and those who spoke at the CPC Hearing are notified by the Clerk of Council of hearing	Clerk of Council notifies proponents and opponents of the scheduled hearing date, ~ 10 days prior to hearing.
Attend City Council Public Hearing (City Hall-City Council Chambers).	City Council takes action	If Council votes for denial, the process ends here. If Council votes for approval, the Council will instruct the City Attorney's Office to prepare an ordinance. Once introduced, the ordinance must lay over for 21 days before it can be adopted. After adoption, the Mayor signs the ordinance.
***If no site plan or title restriction** is required, submit your application for permitting.* ***If title restrictions are required**, submit recorded title restrictions per ordinance to the CPC (and Safety & Permits when applying for permits.)*		
If site plans are required, revised final plans must be submitted to CPC staff within 1 year final ordinance date.	CPC staff verifies compliance, and will approve the drawings.	The final site plans must contain all required information, including all Waivers & Provisos from the Final Ordinance must be listed on the title page.
Take 5 copies of the Final CPC Staff-approved plans for recordation Office of Conveyances.	CPC staff will give the applicant one copy of the approved drawings and the transmittal letter authorizing the recordation to the applicant.	CPC staff will notify the applicant when the final plans have been signed.
After recordation, the applicant must resubmit 1 recorded copy to CPC & Safety & Permits.	CPC staff will collect one (1) copy of the recorded plans.	Once plans have been recorded, the CPC staff is legally authorized to change the Zoning Map.

LAND-USE FEE SCHEDULE

○ Zoning Change:
- Lots 0-4,999 sq ft $1,000
- Lots 5,000-24,999 sq ft $2,000
- Lots 25,000-74,999 sq ft $3,000
- Lots 75,000 sq ft or more $4,000

◉ Conditional Use/Planned Development:
- Structures between 0-4,999 sq ft $1,160
- Structures between 5,000-24,999 sq ft $2,320
- Structures between 25,000-74,999 sq ft $3,480
- Structures of 75,000 sq ft or more $4,640

○ Conditional Use Established Two-Family, Multi-Family, and Townhouse Dwellings:
- No increase in floor area $500
- Increase in floor area $700

○ Text Amendment: $1,500

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit



Received by	
Sign Provided	**Date**
Tracking Number	

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Olreans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

	ATTACHMENTS	TEXT AMENDMENT	ZONING CHANGE	CONDITIONAL USE/PLANNED DEVELOPMENT
✔	**Completed application** with all required information & signed by owner or authorized agent.	Required	Required	Required
✔	**Authorization from Property Owner.** If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resolution authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.		Required	Required
✔	**Accurate survey or legal description** showing or describing the legal boundaries of the site.		Required	Required
✔	**Photographs** of the subject site(s) and building(s).		Required	Required
✔	**Neighborhood Participation Program Documents** including NPP summary report, contact list, NPP meeting invitation, NPP comment cards, neighborhood email notices, and meeting sign-in sheet. Refer to the Neighborhood Participation Guide for more information.	Required	Required	Required
✔	**Site Plan** of the entire lot(s) showing property lines and all buildings or structures, with distance from property line indicated. All off-street parking areas, driveways, interior streets, paving, mechanical equipment, or other surfaces should be shown and dimensioned on the plans.			Required
	Landscape Plans including the location, quantity, size, name, and condition of all existing and proposed plant materials and trees. All landscaped areas should be shown and dimensioned on the plans. A description of all tree preservation measures on-site and in the public right-of-way should be included.			Required
✔	**Architectural Elevations** of each side of the proposed structure(s) indicating height, architectural elements such as windows, doors, materials, textures, and other information.			Required
	Floor Plan(s) of the entire structure(s) showing room use, dimensions, walls, doors, windows, major applicances, plumbing fixtures, stairs, or other egress.			Required
	Recommendations or approvals from HDLC, or VCC, or City Council (regarding demolition), where applicable.			May Be Required
	Design Advisory Committee (DAC) Recommendation, when required by Article 4, Section 4.5.B of the Comprehensive Zoning Ordinance.			May Be Required

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Received by _____
Sign Provided **Date** _____
Tracking Number _____

LAND-USE REQUEST APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov or in person at 1300 Perdido St., 7th Floor, New Olreans, LA 70112. Incomplete applications will not be accepted and will be returned to the applicant.

Type of application: ○ Text Amendment ○ Zoning Change ◉ Conditional Use/Planned Development

Address of Property for which this application is being filed. 1122 Oretha Castle Haley Boulevard, New Orleans, LA 70113

APPLICANT INFORMATION

Applicant Identity: ◉ Property Owner ○ Agent

Applicant Name 1122 OCH, L.L.C.

Applicant Address 1626A Oretha Castle Haley Boulevard

City New Orleans State LA Zip 70113

Applicant Contact Number 504-525-2505 Email labrode@gchp.net

PROPERTY OWNER INFORMATION

SAME AS ABOVE ✔

Property Owner Name

Property Owner Address

City State Zip

Property Owner Contact Number Email

SPECIFIC ZONING REQUEST

An Affordable Housing Planned Development with Density Bonus and parking reduction. See Attachment A.

PROPERTY LOCATION

Square Number(s) 254 Lot Number(s) 2, 3, 4 and Part of 9

Bounding Streets Oretha Castle Haley Blvd Calliope St, Baronne St, & Clio St

Zoning MU-2 Municipal District First

Tax Bill Number 102106225 Planning District

DESCRIPTION OF PROJECT (Attachments are acceptable)

See Attachment A.

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Received by	
Sign Provided ○ Date	
Tracking Number	

LAND-USE REQUEST APPLICATION

ACKNOWLEDGMENTS

I (we) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meet the requirements of Article 16 of the Comprehensive Zoning Ordinance to submit this application. I (we) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application and resulting actions null and void. I (we) the undersigned owner and authorized agent of the area of land described above, hereby submit for your approval the above stated request.

Owner Signature _____ Date May 16, 2025

Agent Signature _____ Date _____

If ownership is joint, each owner must be listed. If ownership is a partnership, the Partnership Agreement must be included. If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resultion authorizing an individual or agent to sign on its behalf must be included. If ownership is a LLC, Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included. If necessary, submit proof of ownership documents, such as copies of the recorded act of sale, act of exchange, act of donation, cash sale or deed.

STATE OF LOUISIANA, PARISH OF ORLEANS

Before me, the undersigned authority, personally appeared the person(s) whose signature are affixed above, all of the full age of the majority, who declared under oath to me, Notary, that they are the owners or authorized agents of the property described above, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

Sworn to and subscribed before me this 16th day of May 2025

My Commission expires at death

STATE OF LOUISIANA
BAR NO. 33838/ID NO. 92659
KRYSTIN M. FRAZIER
ATTORNEY

Project Description:

The overall project is a new mixed-use development with 30 residential rental apartments and approximately 3,500 square feet of commercial space to be developed as an Affordable Housing Planned Development (AHPD) per Section 5.10 of the Comprehensive Zoning Ordinance. The site encompasses 12,619.91 square feet and a portion of Square 254 in the First District in an MU-2 Zoning District.

Per Table 5-11, the maximum permitted density with development bonus is 30 dwelling units: 12,619 sf lot area / 420 sf per dwelling unit. Additionally, Section 5.10.C allows a reduction of up to 50% of the required off-street residential parking. An RTA bus transit stop is located immediately in front of the property at Oretha Castle Haley Boulevard and Calliope Street. The proposed parking includes this reduction, resulting in 15 spaces required for the residential parking.

More than 50% of the dwelling units will be affordable as defined in the CZO. The affordable dwelling units are specifically broken down as follows:

	≤30% AMI	≤50% AMI	≤60% AMI	≤80% AMI	TOTAL
Studio Units		18			18
1 BR Units		12			12
TOTAL		30			30

The overall development fully complies with height, area, bulk, yard setback, and impervious area requirements of the CZO.

A total of 7 off-street parking spaces are proposed.

22 total spaces are typically required: a) 15 spaces required for the 30 dwelling units based on the AHPD parking reduction of 50%; and b) 7 spaces required for the combined commercial areas (3,500 sf total).

Utilizing the Collective Parking provisions of Section 22.15 and Table 22.15 for mixed-use projects, the peak maximum parking requirement is 15 (15.35) spaces on weekdays between 12am and 7am (see attached collective parking requirements).

The proposed AHPD thus includes a reduction of 8 spaces from the required off-street parking.

1122 OCH Base Parking Calculations (Table 22-1)

Use	Min. Required Spaces	Parking Factor	
Dwelling, Multi-Family	**1 per Dwelling Unit**	30 Dwelling Units	30
Office	**1 per 500 sf GFA**	3,500 sf GFA	7
Total Required			37
Vehicle Charging	**10% of Spaces**		3.7

1122 OCH Base Parking with AHPD Reduction Calculations (Table 22-1)

Use	Min. Required Spaces	Parking Factor	
Dwelling, Multi-Family	**0.5 per Dwelling Unit**	30 Dwelling Units	15
Office	**1 per 500 sf GFA**	3,500 sf GFA	7
Total Required			22
Vehicle Charging	**10% of Spaces**		2.2

1122 OCH Weekend Parking Calculations (Table 22-4)

	Spaces per 22.1	**12am - 7am**		**7 am - 6pm**		**6pm - 12am**	
	with AHPD reduction	**% Req'd**	**No. Req'd**	**% Req'd**	**No. Req'd**	**% Req'd**	**No. Req'd**
Residential (30 DU)	**15**	100%	15	65%	9.75	75%	11.25
Office (3,500 SF)	**7**	0%	0	10%	0.7	10%	0.7
Total Required	**22**		**15**		10.45		11.95
Vehicle Charging	**10% of Spaces**		1.5				

1122 OCH Weekday Parking Calculations (Table 22-4)-1

	Spaces per 22.1	**12am - 7am**		**7am - 6pm**		**6pm - 12am**	
	with AHPD reduction	**% Req'd**	**No. Req'd**	**% Req'd**	**No. Req'd**	**% Req'd**	**No. Req'd**
Residential (30 DU)	**15**	100%	15	55%	8.25	85%	12.75
Office (3,500 SF)	**7**	5%	0.35	100%	7	5%	0.35
Total Required	**22**		**15.35**		15.25		13.1
Vehicle Charging	**10% of Spaces**		**1.535**				

1122 OCH Provided Parking

Use	Parking Spaces	Charging	Notes
Provided Parking	0	0	
Peak Parking Requirement	16	2	Peak Collective Parking calculation including AHPD 50% Reduction
Parking Excess	-16	2	Minimum excess, occurs Weekdays from 12am - 7am

UNITED STATES OF AMERICA

State of Louisiana

Jay Dardenne

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

1122 OCH, L.L.C.

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on November 09, 2010,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 12, 2010

Secretary of State

JG 40348838K

Certificate ID: 10116295#WMJ62

To validate this certificate, visit the following web site, go to **Commercial Division**, **Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov

ARTICLES OF ORGANIZATION
OF
1122 OCH, L.L.C.

The undersigned, acting pursuant to the Limited Liability Company Law of Louisiana, La. R.S. 12:1301 et seq., hereby adopts the following Articles of Organization.

ARTICLE I
Name

The name of this Limited Liability Company (the "LLC") shall be 1122 OCH, L.L.C.

ARTICLE II
Purpose

The purpose of the LLC is limited solely to (i) acquiring, owning, developing, holding, selling, leasing, transferring, exchanging, operating and managing real property located in the City of New Orleans (the "Property"), including any buildings and improvements thereon, (ii) obtaining financing for the Property and for the accomplishment of any and all of the purposes described herein, (iii) the development, demolition, renovation, rehabilitation, and construction of improvements, new or existing, on the Property, and (iv) transacting any and all lawful business for which the LLC may be organized under the laws of the State of Louisiana that are incident, necessary and appropriate to accomplish the foregoing.

ARTICLE III
Manager

The business and affairs of the LLC shall be handled by a manager or managers, whose rights, powers, duties, authority, and limitations thereon shall be fixed by the Operating Agreement referred to in the next succeeding section. Any persons dealing with the LLC may rely upon a certificate of the manager to establish the membership of any member, the authenticity of the records of the LLC, or the authority of any person to act on behalf of the LLC, including but not limited to the authority to take actions referred to in Louisiana Revised Statute 12:1318(B).

ARTICLE IV
Operating Agreement

The internal affairs of the LLC shall be regulated by an Operating Agreement (the "Operating Agreement") between the members, except with respect to any matters covered by the Articles of Organization of the LLC, with respect to which the Articles of Organization of the

LLC, and not the Operating Agreement, shall govern. No provision of the Articles of Organization of the LLC may be varied, altered or eliminated by the Operating Agreement.

ARTICLE V
Limitation of Liability

The members of the LLC shall have the benefit of all of the privileges, immunities, and limitations of liability provided in the Louisiana Limited Liability Company Law.

ARTICLE VI
Limitation of Agency

Except as provided in Article III above, no member or other person shall be considered a mandatary of the LLC or of any other member, and no party shall be entitled to rely upon the act of any individual member or other person as being binding on the LLC. Third parties must rely solely upon the actions of the LLC taken in compliance with the requirements of Article III above.

THUS DONE AND SIGNED this 9th day of November 2010.

WITNESSES:

Jacqueline Weber

Stacy L. DePizzo

ORGANIZER:

A. Kelton Longwell

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 9th day of November 2010, before me personally appeared A. Kelton Longwell, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed it as her free act and deed.

Notary Public

Benjamin Alfred Guider, III, Notary Public
Orleans Parish - Louisiana
My Commission is for Life
La. Bar No. 29226

INITIAL REPORT
OF
1122 OCH, L.L.C.

STATE OF LOUISIANA

PARISH OF ORLEANS

TO: The Secretary of State
Baton Rouge, Louisiana

Complying with La. R.S. 12:1301 et seq., **1122 OCH, L.L.C.**, hereby makes its initial report as follows:

Registered Office

1610A Oretha Castle Haley Boulevard
New Orleans, LA 70113

Registered Agent

A. Kelton Longwell, Esq.
365 Canal Street, Suite 800
New Orleans, Louisiana 70130

Initial Manager

Gulf Coast Housing Partnership, L.L.C.
1610A Oretha Castle Haley Boulevard
New Orleans, LA 70113

Signed this 9th day of November 2010 at New Orleans, Louisiana.

A. Kelton Longwell
Organizer

AFFIDAVIT OF ACCEPTANCE
BY REGISTERED AGENT

STATE OF LOUISIANA

PARISH OF ORLEANS

To the Secretary of State of Louisiana:

On this 9th day of November 2010, before me, the undersigned Notary Public in and for the State and Parish aforesaid, personally appeared A. Kelton Longwell, who is to me known to be the person, and who, being duly sworn, acknowledged to me that she does hereby accept appointment as the Registered Agent of 1122 OCH, L.L.C., which is a limited liability company authorized to transact business in the State of Louisiana pursuant to the provisions of La. R.S. 12:1301 et seq.

A. Kelton Longwell
Registered Agent

Subscribed and sworn to before me on
This 9th day of November 2010.

Notary Public

Benjamin Alfred Guider, III, Notary Public
Orleans Parish - Louisiana
My Commission is for Life
La. Bar No. 29226

State of Louisiana Secretary of State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
1122 OCH, L.L.C.	Limited Liability Company	NEW ORLEANS	Active

Previous Names

Business: 1122 OCH, L.L.C.
Charter Number: 40348838K
Registration Date: 11/9/2010
Domicile Address
1626A ORETHA CASTLE HALEY BLVD
NEW ORLEANS, LA 70113
Mailing Address
1626A ORETHA CASTLE HALEY BLVD
NEW ORLEANS, LA 70113

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 11/9/2010
Last Report Filed: 10/28/2024
Type: Limited Liability Company

Registered Agent(s)

Agent: A. KELTON LONGWELL, ESQ
Address 1: 650 POYDRAS
Address 2: SUITE 2600
City, State, Zip: NEW ORLEANS, LA 70130
Appointment Date: 11/9/2010

Officer(s)

Additional Officers: No

Officer: GULF COAST HOUSING PARTNERSHIP, L.L.C.
Title: Manager
Address 1: 1626A ORETHA CASTLE HALEY BLVD
City, State, Zip: NEW ORLEANS, LA 70113

Amendments on File (1)

Description	Date
Domestic LLC Agent/Domicile Change	4/20/2023

Print

Filed by: BAYOU TITLE, INC.
1820 Belle Chasse Hwy, Ste. 205
Gretna, LA 70056
Telephone (504) 393-0315
Our File Number: GD421-10/1122 OCH, L.L.C.

NOTARIAL ARCHIVES OF ORLEANS PARISH
NA # 2010-46402 DT 12/02/10
TYPE: S FEE: $30.00 PG: 5

ACT OF CASH SALE

BE IT KNOWN, that on these dates set forth hereinafter, before me, the undersigned Notary Public, duly commissioned in the Parish of Orleans, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

> **SHEAR FAMILY HOLDINGS, L.L.C. (TAX ID# **-***2416),** a limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Jefferson, appearing herein through and represented herein by Fred Shear, its Manager, duly authorized to act herein by virtue of a certificate of authority, an original of which is annexed hereto, whose mailing address is 127 Vincent Avenue, Metairie, LA 70005 (Vendor),

who, being by me first duly sworn, declared unto me, Notary, that Vendor does, by these presents grant, bargain, sell, convey, transfer, set over, assign, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto:

> **1122 OCH, L.L.C. (TAX ID#**-***7511),** a limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Orleans, appearing herein through and represented herein by Kathy Laborde, its Authorized Representative, whose mailing address is 1610A Oretha Castle Haley Blvd., New Orleans, Louisiana 70113 (Purchaser),

here present and accepting, purchasing for Purchaser, Purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

> **ALL THAT CERTAIN LOT OR PARCEL OF GROUND,** together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, situated in the FIRST DISTRICT of the City of New Orleans, State of Louisiana, in SQUARE 254, bounded by Dryades, Clio, Baronne and Calliope Street, which said piece or portion of ground commences at a distance of 95 feet, 11 inches, 5 lines from the corner of Dryades and Clio Streets, and measures thence 98 feet, 3 inches, 3 lines front on Dryades Street, a width in the rear of 99 feet, 3 inches, 9 lines, a depth on the side lines nearest Clio Street of 127 feet, 10 inches, 5 lines, and the same depth on the opposite side line, and is composed of the whole of original Lots 2, 3 and 4, and a portion of original Lot 9; all according to sketch of survey of Gilbert, Kelly and Couturie, James H. Couturie, C.E., dated March 16, 1972.
>
> Improvements bear the municipal no. 1122 Oretha C. Haley Blvd., (formerly 1122 Dryades Street), New Orleans, Louisiana.
>
> LESS AND EXCEPT:
>
> One certain tract or parcel of land, together with all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in the parish of Orleans, State of Louisiana in the First District in Square 254, said Square being bounded by Dryades Street, Calliope Street, Baronne Street and Clio Street, identified as Parcel No.UR 8-1, on a white print of a plat of survey, consisting of sheet no. 8, made by Coleman Kuhn, Registered Land Surveyor, dated September 12, 1980, revised, September 28, 1984, said tract or parcel being outlined in red and shaded in yellow, and being more particularly described in accordance with said plat of survey, as follows:
>
> PARCEL NO. UR 8-1:
>
> Commence at a point located on northeastern property corner of Lot 4, Square 254, First District, Orleans Parish, Louisiana, thence proceed South 32 degrees, 9 minutes, 57 seconds West a distance of 1.8.7 feet to the point of beginning; thence proceed from this point of beginning south 32 degrees, 9 minutes, 57 seconds West continuing along the eastern boundary line of Lot 4, Square 254, an approximate distance of 33.6.1 feet (35.3.0 feet title, minus 1.8.7 feet) to a point located co-existant with southeastern most property corner of said Lot 4, Square 254; thence proceed South 57 degrees 48 minutes, 25 seconds East, a distance of 127.11.3 feet; thence proceed North 32 degrees, 9 minutes, 57 seconds east a distance of 11.10.5 feet; thence proceed along the arc of a curve having a chord bearing North 48 degrees, 31 minutes, 51 seconds West a distance of 84.7.2 feet with a radius of 1167.11.0 feet, an arc distance of 84.7.3 feet; thence proceed along the arc of a curve having a chord bearing North 47 degrees, 16 minutes, 28 seconds West a distance of 45.2.7 feet, with a radius of 1167.11.0 feet, an arc distance of 45.2.2 feet to the point of beginning.
>
> Being the same property acquired by Vendor by Transfers dated 12/7/2009 and registered in CIN

446616 & 446617 of the official records of Orleans Parish, Louisiana (the Property).

All in accordance with survey by Gilbert, Kelly & Couturie, Inc., dated November 18, 2010, a copy of which is attached hereto.

THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

Any and all applicable covenants, conditions, restrictions, servitudes, rights of way, outstanding mineral interests and other matters which may appear in the chain of title of title or elsewhere in the public records of Orleans Parish, Louisiana, The reference to or enumeration of which shall not serve to interrupt or revive prescription thereon, recognize the validity thereof, or acknowledge, ratify or confirm same.

To have and to hold the Property and appurtenances appertaining thereto, unto Purchaser, Purchaser's successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **TWO HUNDRED FIFTEEN THOUSAND AND 00/100 ($215,000.00) DOLLARS** all cash, which Purchaser has well and truly paid, in ready and current money, to Vendor, who hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefor.

All ad valorem taxes due the City of New Orleans up to and including the taxes due and payable in the year 2010 have been paid. The responsibility for the application for a homestead exemption and/or the payment of taxes due in the year 1 and all future years is assumed by Purchaser. By reference to the Conveyance Certificate annexed hereto, it does not appear that the Property has been previously alienated by Vendor. By reference to the Mortgage Certificate annexed hereto, it does not appear that the Property has been encumbered by Vendor

Vendor and Purchaser acknowledge that the Conveyance and Mortgage Certificates are open, undated and unsigned and relieve and release Bayou Title, Inc., its Shareholders, Directors, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection therewith.

Vendor and Purchaser acknowledge that a current survey has not been produced in connection with this transaction and relieve and release Bayou Title, Inc., its shareholders, directors, agents and employees and the undersigned Notary Public from any and all responsibility for fence misalignments, servitudes, rights of way, encroachments, discrepancies in dimensions, rights of parties in possession and any and all other matters which might be disclosed on a current survey.

Vendor and Purchaser covenant and agree that the Property and all buildings, improvements and component parts thereon, and plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances and all other items located on or in the Property are conveyed by Vendor and accepted by Purchaser "AS IS, WHERE IS," and "WITH ALL FAULTS," without any warranty of any kind whatsoever, except as to title, even as to metes and bounds, the operation or suitability of such property for the use intended by purchaser, and without regard to the presence of apparent or hidden defects and with purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by the reason of any such defects. Purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property. Without limiting the foregoing, purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any representation or warranty as to, and purchaser expressly waives any warranty as to: a) the quality, nature, adequacy or physical condition of the property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, hvac, plumbing, sewage or utility systems, facilities or appliances at the property, if any; b) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Property; c) the existence, quality, nature, adequacy or physical conditions of any utilities serving the property, or access thereto; d) the development potential of the Property or its habitability, marketability, fitness, suitability or adequacy for any particular purpose; e) the zoning classification, use or other legal status of the Property; f) the property's, or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, setback requirements, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; g) the quality of any labor or materials relating in any way to the property; or h) the nature, status and extent of any right of way, servitude, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property. Purchaser has had full, complete and unlimited access to the property for all tests and inspections which Purchaser, in Purchaser sole discretion, deems sufficiently diligent for the protection of Purchaser's interests. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by LSA - C.C. art. 2475, any other applicable state or federal law and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction of the purchase price pursuant to LSA - C.C. arts. 2520 through 2548, inclusive, in connection with the property. Purchaser declares and acknowledges that these waivers have been brought to Purchaser's attention and explained in detail and that Purchaser has voluntarily and knowingly consented to these waivers. By its signature, purchaser expressly acknowledges all such waivers. Without limiting the foregoing, purchaser releases Vendor from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (claims) arising from or related to: a) any defects, errors or omissions in the design or construction of the property, whether the same are a result of negligence or otherwise; b) other conditions (including environmental

STATE OF LOUISIANA

PARISH OF ORLEANS

CERTIFICATE OF AUTHORITY
TO ACT FOR
SHEAR FAMILY HOLDINGS, L.L.C.
A LIMITED LIABILITY COMPANY

BE IT KNOWN, that Fred Shear did acknowledge and declare that he is the sole and managing member of Shear Family Holdings, L.L.C., (Hereinafter the "Company") a Louisiana Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that the Articles of Organization provide that appearer is authorized to certify the authority of persons to act on behalf of said Company, and that he does hereby certify that Fred Shear, individually, and on behalf of said Company, has the unanimous consent of all of the members of said Company, and is authorized to act for and in the name of the said Company, to do the following:

To sell immovable property standing in the name of the Company, on such terms and conditions as she, in her sole discretion, deems fit and proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price.

The said person is authorized to sign all documents, of every kind whatsoever, for and in the name of said Company, and to take all such actions in its name as may, in the sole and exclusive judgment of said person, be necessary to accomplish the authority expressed above, the said Company ratifies and confirms any and all things done by said authorized signatory in furtherance of this certificate of authority.

The Company is duly organized and existing under the laws of the State of Louisiana; that all franchise and other taxes required to maintain its existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Louisiana and is in good standing with such State; that there is no provision in the Articles of Organization or Operating Agreement of said company limiting the power of the Managing Member or Members to execute this certificate of authority.

SHEAR FAMILY HOLDINGS, L.L.C.

BY: _____ / 11-23-10
FRED SHEAR, MANAGER **DATE**

conditions) affecting the property, patent or latent, whether the same are as a result of negligence or otherwise; c) Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the property and/or certificates of compliance for the property; d) the actual or potential income or profits to be derived from the Property; or e) the real estate taxes or assessments now or hereafter payable thereon. The release set forth in this paragraph specifically includes any claims under any environmental laws, under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), or with respect to any environmental risk. "Environmental laws" include without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C §6901, et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §110, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clear Water Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §260,1 et seq.), the Hazardous Materials Transportation Act (49 U. S. C. §1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. §651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Safe Drinking Water Act (42 U.S.C. §300, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), the Louisiana Environmental Quality Act (LSA -R. S. 30:2001, et seq.) and the Superfund Amendment and Reauthorization Act, as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this act. "Environmental risk" consists of any risk to persons or the environment, including without limitation a) the presence of any friable, damaged asbestos upon the property; and/or b) the release or discharge of any "hazardous substance" or "hazardous waste" (as defined by any environmental laws) onto or from the property of such a nature or to such an extent as to require clean-up under applicable law.

1122 OCH, L.L.C.
BY: KATHY LABORDE, AUTH. REPRESENTATIVE

THUS DONE AND PASSED in my office in New Orleans, Orleans Parish, Louisiana, on the 23rd day, of November, 2010, in the presence of the undersigned competent witnesses, who hereunto sign their names with Vendor and Purchaser and me, Notary Public, after due reading of the whole.

Witness - Signature above line
Printed Name: VICTORIA WELCH

1122 OCH, L.L.C.
BY: KATHY LABORDE, AUTH. REPRESENTATIVE

Witness - Signature above line
Printed Name: Cornelius Payne

SCOTT R. SIMMONS
NOTARY PUBLIC
Louisiana Bar Roll No. 23304

THUS DONE AND PASSED in my office in New Orleans, Orleans Parish, Louisiana, on the 23rd day, of November, 2010, in the presence of the undersigned competent witnesses, who hereunto sign their names with Vendor and Purchaser and me, Notary Public, after due reading of the whole.

Witness - Signature above line
Printed Name: TRICIA CARON

SHEAR FAMILY HOLDING, L.L.C.
BY: FRED SHEAR, MANAGER

Witness - Signature above line
Printed Name: Tanya Gerrets

SCOTT R. SIMMONS
NOTARY PUBLIC
Louisiana Bar Roll No. 23304

SQ. NO. 254
FIRST DISTRICT
ORLEANS PARISH
NEW ORLEANS, LA
(Lots 2, 3, 4, and Pt. 9)

LEGEND

- I.R.S. Iron Rod Set
- I.R.F. Iron Rod Fd. (Found)
- I.P.S. Iron Pipe Set
- I.P.F. Iron Pipe Fd. (Found)
- Nail Set
- Nail Fd. (Found)
- PK Nail Set
- PK Nail Fd. (Found)
- Mon. Monument Fd. (Found)
- Cross Cut
- Cross Fd. (Found)
- "T" Cut
- "T" Fd. (Found)
- Arrow Cut
- Arrow Fd. (Found)
- Angle Cut
- Angle Fd. (Found)
- Anchor (Pole)
- CB Catch Basin
- D.I. Drop Inlet
- D.I. Drop Inlet
- D.S. Down Spout
- FH Fire Hydrant
- Handicap
- Hose Bibb
- Lt. (Light) Pole
- Power Pole
- Sign
- Tele. (Telephone) Pedestal
- Traffic Lt. (Light)

- D% Drain Clean Out
- S% Sewer Clean Out
- % Unknown Clean Out
- DMH Drain Manhole
- EMH Electric Manhole
- GMH Gas Manhole
- NOPSI MH NOPSI Manhole
- SCB MH South Central Bell Manhole
- SMH Sewer Manhole
- WMH Water Manhole
- EM Electric Meter
- GM Gas Meter
- WM Water Meter
- GV Gas Valve
- WV Water Valve

- CATV — Cable Television Line
- D — Drain Line
- G — Gas Line
- S — Sewer Line
- T — Telephone Line
- W — Water Line
- UG E — Underground Electric Line
- UG T — Underground Telephone Line
- Overhead Power Line
- Fence
- Property Line
- Concrete
- Building

R/W Right of Way

Conversion: 0.00' NAVD = 20.43' C.D.
NAVD – (North American Vertical Datum)
C.D. – (Cairo Datum)

All elevation datum is in C.D. Cario Datum

BARONNE ST. SIDE

CALLIOPE ST. SIDE

PONTCHARTRAIN EXPWY.

CLIO ST.

ORETHA CASTLE HALEY BLVD. (Asphalt)
(Late DRYADES ST.)

S32°09'57"W 97.6'

N32°09'57"E 98.3.3

S49°02'10"E 117.24'

N57°49'25"W 127.10.5

Pt. 9

4. 3. (12,619.91 Sq. Ft.) 0.2897 Acres 2.

95.11.5

4' Servitude
Inst. #2015-08230
CIN 571684

Const. Bench Mark: (26.72') C.D.

DETAIL

Crosswalk Signal Pole — 2.1.4 — 11.10.0 — Traffic Lt. Pole — 0.5.0 — 1.4.6

Traffic Box, Traffic Pole, Traffic Box, Traffic Box, Traffic Box, Traffic Pole, Bell MH, 8" Oak, Median

Broken Conc., Cross Fd., Cross Cut, Vertical Curb, Rollover Curb, Crosswalk, Over Flows, Treq. (Dg.), Asphalt, COX Pipe

SMH 22.82' Inv. 12.82'
DMH 22.98' Inv. 15.48'
WMH 23.14'
WMH 23.09' Inv. 18.89'

Ref. Bench Mark: ALCO (26.26') C.D. (+5.8') NAVD
Const. Bench Mark: Nail Set in Power Pole (26.72') C.D. (+6.29') NAVD

Note:
The locations of underground and other nonvisible utilities shown hereon have been determined from data and/or extracted from records made available to us by agencies controlling such records. Where found, the surface features of locations are shown.The ACTUAL nonvisible locations may vary from those shown hereon. Each agency should be contacted relative to the precise location of its underground installation prior to any reliance upon the accuracy of such locations shown hereon, including prior to excavation and digging.

one call before you dig. Ticket No. 250168064

20 0 10 20
SCALE
(1 inch = 20 feet)

177289 176932

Revised: April 3, 2025 to show additional field work.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

Note:
Improvements may not be to scale for clarity.
The dimensions shown prevail over scale.

All lot bearings as per plan of sub.

Date: March 16, 2025 Scale: 1" = 20'

This plat represents an actual ground survey made by me or under my direct supervision and control and meets the requirements for the Standards of Practice for Boundary Surveys as found in Louisiana Administrative Code TITLE 46:LXI, Chapter 29 for a Class "C" survey.
Made at the request of Gulf Coast Housing Partnership.

STATE OF LOUISIANA
CLINT M. SIMONEAUX
LIC. NO. 5131
LICENSED PROFESSIONAL LAND SURVEYOR

Gilbert, Kelly & Couture', Inc., Professional Land Surveying
2121 N. Causeway Blvd., Metairie LA 70001 (504) 836-2121

X:\GKC CAD DRAWINGS\1st District\Sq. 200-299\SQ. 254\176932 (1122 oretha castle haley) LOTS 2, 3, 4 & Pt 9.dwg.
4/8/2025 12:34:15 PM

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction Related Permit

Date _____ Received by_____
Tracking Number _____

DEVELOPMENT PLAN AND DESIGN REVIEW APPLICATION

Please submit complete applications via email to CPCinfo@nola.gov. Applicants without the ability to submit via email should contact (504) 658-7300 to make alternative arrangements. Incomplete applications will not be accepted and will be returned to the applicant. Review time depends on the complexity of the project and can take up to 90 days.

Type of application: ○ Design Review ○ Interim Zoning Districts Appeal ○ Moratorium Appeal

Property Location 1122 Oretha Castle Haley Boulevard, New Orleans, LA 70113

APPLICANT INFORMATION

Applicant Identity: ○ Property Owner ○ Agent

Applicant Name CCWIV Architecture / Christian Westerman

Applicant Address 6303 Burgundy Street

City New Orleans State LA Zip 70117

Applicant Contact Number 504-669-5057 Email ccwiv@ccwivarchitecture.com

PROPERTY OWNER INFORMATION

SAME AS ABOVE ☐

Property Owner Name 1122 OCH, LLC / Will Bowling

Property Owner Address 1626A Oretha Castle Haley Boulevard

City New Orleans State LA Zip 70113

Property Owner Contact Number 504-525-2505 x201 Email bowling@gchp.net

PROJECT DESCRIPTION

A mixed use development with 30 residential rental apartments with 3,500 sf of commercial space. The project is being developed as an Affordable Housing Planned Development per Section 5.10.c of the Comprehensive Zoning Development. The project is located in the MU-2 Zoning District and the Oretha Castle Haley Boulevard Enhancement Corridor Design Overlay District.

REASON FOR REVIEW (REQUIRED FOR DESIGN REVIEW)

Design Overlay District Review
- ☐ Character Preservation Corridor
- ☐ Riverfront Design Overlay
- ☒ Enhancement Corridor
- ☐ University Area Design Overlay
- ☐ Corridor Transformation
- ☐ Greenway Corridor
- ☐ Others as required

Non-Design Overlay District Review
- ☐ Development over 40,000 sf
- ☐ Public Market
- ☐ CBD FAR Bonus
- ☐ Wireless Antenna/Tower
- ☐ Educational Facility

- ☐ Changes to Approved Plans
- ☐ DAC Review of Public Projects
- ☐ Others as Required

ADDITIONAL INFORMATION

Current Use Vacant Land Proposed Use Mixed Use Multi-family

Square Number 254 Lot Number 2, 3, 4 and Part of 9 Permeable Open Space (sf) _____

New Development?	Yes ⊗	No ○	Addition?	Yes ○	No ⊗	Tenant Width	
Existing Structure(s)?	Yes ○	No ⊗	Renovations?	Yes ○	No ⊗	Building Width	94'-0"
Change in Use?	Yes ○	No ⊗	Existing Signs?	Yes ○	No ⊗	Lot Width (sf)	98'-3 3/8"
New Sign(s)?	Yes ○	No ⊗	Lot Area (sf)	12,619		BuildingArea (sf)	27,150

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

Building/Construction
Related Permit

Date _____ **Received by**_____
Tracking Number _____

DEVELOPMENT PLAN AND DESIGN REVIEW APPLICATION

REQUIRED ATTACHMENTS (One digital copy)

1. SITE PLAN

- ○ North arrow, scale, and date of plan
- ○ Location, dimensions, and area of permeable open space
- ○ Name, address of the professional who prepared the plan
- ○ Legend of symbols, patterns, and abbreviations used
- ○ The entire lot(s), including area and property lines dimensioned (including gross area of the site)
- ○ Curb cuts, interior streets, driveways, and parking and loading areas with dimensions and total area (sf)
- ○ Location and dimensions of buildings and structures, including total floor area and distance from property lines
- ○ Location of adjacent buildings
- ○ Location of refuse storage locations
- ○ Proposed right-of-way improvements including sidewalks and plantings, and pedestrian walkways
- ○ Fence location, height, and materials

2. FLOOR PLAN

- ○ Indicating the dimensions and square footage of proposed development
- ○ Room use
- ○ Location of all walls, doors, and windows
- ○ Location of all plumbing fixtures
- ○ Location of major appliances/mechanical equipment
- ○ Stairway location
- ○ Firewall location (if applicable)

3. ARCHITECTURAL ELEVATIONS

- ○ Architectural elevations of each side of the proposed structure drawn to scale indicating height, ground floor ceiling, ground floor transparency, architectural elements, materials, colors, and textures proposed for any structures.

4. LIGHTING PLAN

- ○ Location of all exterior lighting, including those mounted on poles and walls
- ○ Types, style, height, and the number of fixtures
- ○ Manufacturer's illustrations and specifications of fixtures

5. SIGNAGE PLAN

- ○ Proposed Signage with overall height, width, and materials
- ○ Building Elevation (including building width and height)
- ○ Site plan showing the location of all proposed detached sign(s) along with setback dimensions.

6. LANDSCAPE PLAN

- ○ Name and address of professional who prepared the plan.
- ○ Landscape plans shall be prepared by a registered landscape architect licensed by the Louisiana Horticulture Commission
- ○ All landscape plans shall meet the minimum requirements of site plans
- ○ Legend defining all symbols, patterns, and abbreviations used
- ○ Location, quantity, size, name, and condition (both botanical and common) of all existing and proposed plant materials and trees.
- ○ Description of all tree preservation measures on-site and in the public right-of-way
- ○ Width, depth, and area of landscaped area(s)
- ○ Proposed right-of-way improvements and pedestrian walkways

Planting proposed in the right-of-way must have Parks and Parkways approval

7. PHOTOS

- ○ Photographs of the subject site and/or building

8. NARRATIVE

- ○ Narrative addressing compliance with applicable Comprehensive Zoning Ordinance requirements and design goals

9. COLOR ELEVATIONS/RENDERING (DAC ONLY)

- ○ Color elevations and/or renderings are required for projects that trigger review by the Design Advisory Committee

10. SUPPLEMENT 'A' (UNIVERSITY AREA DESIGN OVERLAY)

- ○ Additional submittal requirements for the University Area Design Overlay

FEES

Design Review	$225
CBD Demolitions	$500
Moratorium Appeals	$1,000

Project Description:

The overall project is a new mixed-use development with 30 residential rental apartments and approximately 3,500 square feet of commercial space to be developed as an Affordable Housing Planned Development (AHPD) per Section 5.10 of the Comprehensive Zoning Ordinance. The site encompasses 12,619.91 square feet and a portion of Square 254 in the First District in an MU-2 Zoning District.

Per Table 5-11, the maximum permitted density with development bonus is 30 dwelling units: 12,619 sf lot area / 420 sf per dwelling unit. Additionally, Section 5.10.C allows a reduction of up to 50% of the required off-street residential parking. An RTA bus transit stop is located immediately in front of the property at Oretha Castle Haley Boulevard and Calliope Street. The proposed parking includes this reduction, resulting in 15 spaces required for the residential parking.

More than 50% of the dwelling units will be affordable as defined in the CZO. The affordable dwelling units are specifically broken down as follows:

	≤30% AMI	≤50% AMI	≤60% AMI	≤80% AMI	TOTAL
Studio Units		18			18
1 BR Units		12			12
TOTAL		30			30

The overall development fully complies with height, area, bulk, yard setback, and impervious area requirements of the CZO.

A total of 7 off-street parking spaces are proposed.

22 total spaces are typically required: a) 15 spaces required for the 30 dwelling units based on the AHPD parking reduction of 50%; and b) 7 spaces required for the combined commercial areas (3,500 sf total).

Utilizing the Collective Parking provisions of Section 22.15 and Table 22.15 for mixed-use projects, the peak maximum parking requirement is 15 (15.35) spaces on weekdays between 12am and 7am (see attached collective parking requirements).

The proposed AHPD thus includes a reduction of 8 spaces from the required off-street parking.

City Planning Commission Speaker Card 2

Date : July 22, 2025

I would like to speak regarding CPC Docket : 036/25

INFORMATION ONLY

Name: DAVID BOTTNER

Address: 1134 Baronne St

(✓) I am the applicant for this docket

( ) I'd like to cede my time to: _____

I hereby affirm that the written or oral statements I give before the City Planning Commission will be true and correct. By ascribing my signature below, I acknowledge all information presented is of my own volition and true and correct to the best of my knowledge.

☐ Please check if you are a paid representative or receiving any type of compensation or thing of value in exchange for speaking or attending today.

Signature of Speaker: _____

MOTION

NO. M-25-445

CITY HALL: August 21, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission's report and recommendation of **approval** subject to 4 provisos and 2 exceptions, related to **ZONING DOCKET 036/25** related to property located on Lots 2, 3, 4, and a portion of original Lot 9 on Square 254, in the First Municipal District, bounded by Oretha Castle Haley Boulevard, Calliope Street, Baronne Street, and Clio Street, bearing municipal address 1122 Oretha Castle Haley Boulevard, initiated by 1122 OCH, LLC, Mission Properties Foundation to permit an Affordable Housing Planned Development in an MU-2 High Intensity Mixed Use District, is received and the request is hereby **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

CITY PLANNING COMMISSION

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

LARRY W. MASSEY, JR.
DEPUTY DIRECTOR

City Planning Commission Staff Report

City Planning Commission Meeting
Tuesday, July 22, 2025

CPC Deadline: 09/20/2025
CC Deadline: 60 days from receipt
City Council District: D – Green

STAFF REPORT

Zoning Docket: 037/25

To: City Planning Commission

From: Robert Rivers, Executive Director
Stephen Kroll, Planning Administrator

Prepared by: Mitchell S. Kogan

Date: July 23, 2025

GENERAL INFORMATION

Applicant: City Council Motion No. M-25-289
Request: Zoning change from an S-RD Suburban Two-Family Residential District to BIP Business-Industrial Park District for the properties not presently zoned as such, identified in Exhibit A attached to Motion No. M-25-289, and generally bounded by Almonaster Avenue, Carver Rams Way (formerly Higgins Boulevard), Press Street, Montegut Street, Benefit Street, Feliciana Street, Abundance Street, Clouet Street, and Florida Avenue
Municipal address(es): There are multiple municipal addresses

Description:

Zoning Docket 037/25 is a request for a zoning change from an S-RD Suburban Two-Family Residential District to BIP Business-Industrial Park District for the former Agriculture Street Landfill / Gordon Plaza suburb. The site and its multiple vacant / residential properties have been fully purchased by the City of New Orleans as of October 2024 and is currently planned by the Office of Resilience and Sustainability to utilize the former site as a solar farm to provide power for homes and businesses within the area.

Why is City Planning Commission action required?

The City Planning Commission is required to make a recommendation on all requests for zoning map amendments prior to City Council action, in accordance with **Article 4, Section 4.2.D.3** Action by City Planning Commission of the Comprehensive Zoning Ordinance.

BACKGROUND

Site's zoning and land use history of the site

Zoning:	1929 – Vacant Property 1953 – J "Light Industrial District" and B "Two-Family District" 1970 – Landfill and Residential Current – Vacant property / Single-Family Dwellings
Land Use:	1929 – Landfill 1949 – Landfill and Residential 1999 – Residential

The subject property served as the Agriculture Street Landfill from approximately 1909 to 1957, with a brief reopening from 1965 to 1966 to accommodate cleanup debris following Hurricane Betsy. In the mid-20th century, portions of the area were redeveloped with two-family residential housing, followed by additional predominantly single-family development throughout the 1970s and 1980s. However, in 1994, the Environmental Protection Agency (EPA) designated the site as a Superfund Site due to the presence of hazardous materials associated with its former use as a landfill. Since that designation, the site has been the focus of sustained litigation, environmental remediation efforts, and community advocacy aimed at addressing the environmental and public health risks.

ANALYSIS

Purpose of the rezoning and anticipated impact on surrounding land uses

The purpose of the proposed rezoning is to facilitate the redevelopment of the former Agriculture Street Landfill site as a solar energy facility. The property, currently zoned S-RD Suburban Two-Family Residential District, was previously developed with residential structures but has since been fully acquired by the City of New Orleans as of October 2024. Given the site's historical use as a municipal landfill and its subsequent designation as a Superfund site, it is no longer suitable for residential redevelopment. The proposed solar farm represents an opportunity to transform an environmentally burdened site into a source of clean, renewable energy.

The purpose of the existing S-RD Suburban Two-Family Residential District is to facilitate the creation and maintenance of a more compact development type, where there may be a mix of housing types, including two-family and townhouse dwellings. This district also allows higher residential densities when a project is providing significant public benefits such as long-term affordable housing. The subject property and lots within the surrounding area were primarily

developed following the closure of the landfill but was met with controversy when residents were filing complaints citing environmental hazards and a cluster of illnesses occurring within the vicinity of the site.

The purpose of the requested BIP Business-Industrial Park District is to provide appropriate locations for certain types of business and light industrial facilities in well-designed and landscaped campus environments and provide employment opportunities near residential areas. This zoning will allow for the implementation of the solar farm. About 1/3 of the site is presently zoned with the BIP classification, and this request is to consolidate the remaining of the acquired property that is zoned S-RD.

Spot zoning policy

The request is a spot zone based on the Commission's definition of spot zone in its Administrative Rules, Policies, & Procedures document.[1] The terms "spot zone" and "spot zoning" refer to zoning changes which have the effect of singling out a lot or other relatively small tracts of land for treatment different from similar surrounding parcels. These zoning changes have the effect of granting preferential treatment to those spot zoned parcels which is not also granted to similar surrounding properties. Due to this preferential treatment, the Commission is generally not supportive of spot zoning.

Spot zoning can include the establishment of a new zoning district for a single property (or relatively small number of properties), as well as the expansion of an existing zoning district when the expansion has the effect of granting a certain property (or small number of properties) preferential treatment that is not also granted to surrounding similarly situated properties. As a policy, the City Planning Commission will generally object to requests for spot zones.

In the case of the subject site, staff has determined that this specific request falls under the definition of spot zoning in form, but not in spirit. While the proposed rezoning technically constitutes a spot zone, it is not inconsistent with the broader land use patterns and planning intent for the area. The current Future Land Use Map (FLUM) designates the subject property as Residential Post-War Suburban, which would typically support low-density residential uses. However, the practical suitability of the site for residential redevelopment has been undermined due to its historical use as a landfill, its designation as a Superfund site, and the full acquisition of all parcels by the City of New Orleans as of October 2024.

In addition to this, a FLUM amendment was approved in 2023 (PD07-07), which changed the land use designation for a portion of the site to Business Center (BC). Although this amendment did not include the entirety of the subject area, it signaled a shift in towards the requested BIP zoning and its compatible uses. The current request to rezone the remainder of the site to BIP Business-

[1] See pages 52-54 of the City Planning Commission's Administrative Rules, Policies, and Procedures, available at: https://nola.gov/city-planning/rules-and-regulations/rules-regulations-documents/2014_05_19_final_rules_document/

Industrial Park District is therefore consistent with this original amendment, the property simply had expanded.

Evaluation of approval standards

The City Planning Commission recommendation and the City Council decision on any zoning text or map amendment are matters of legislative discretion. In making their recommendation and decision, the City Planning Commission and the City Council shall consider the standards contained in **Article 4, Section 4.2.E Approval Standards** of the Comprehensive Zoning Ordinance. In this section, the staff evaluates the application using those standards.

The proposed amendment is compatible with the Master Plan and Future Land Use Map.

This standard is met. The Home Rule Charter of the City of New Orleans requires all land use actions to be consistent with the Master Plan. A land use action is consistent with the Master Plan if it furthers, or at least does not interfere with, the goals, policies, and guidelines outlined in Chapter 13: Land Use Plan of the Master Plan, and is compatible with the uses, densities, and intensities of the designation of its site on the future land use map. "Chapter 13: Land Use Plan" of the Master Plan designates the future land use of the petitioned site as "Mixed-Use Low Density." The goal, range of uses, and development character for that designation are copied below:

> **RESIDENTIAL LOW DENSITY POST-WAR**
>
> **Goal:** Preserve the existing character and scale of low density single-family residential in post-war (WWII) areas of the city and allow for compatible infill development.
>
> **Range of Uses:** Single-family dwellings, agriculture, stormwater management, and supporting public recreational and community facilities allowed (e.g. schools and places of worship). Neighborhood-serving businesses and traditional corner stores may be allowed where current or former use is verified. Conversion to multifamily, neighborhood-serving commercial, or mixed used may be allowed for historical institutional or other non-residential structures.
>
> **Development Character:** New development will fit with the character and scale of surrounding neighborhoods where single- and two-family residential structures are typically set back away from the street on larger lots than in older, pre-war neighborhoods. Incorporate risk reduction and adaptation strategies in the built environment.

While the proposal does not fully conform with the current FLUM designation, the zoning change is compatible with the surrounding zoning context. Much of the adjacent and nearby property is already zoned BIP, with an already amended portion of the subject site being listed as BC Business Center for Future Land Use. Furthermore, the Residential Low Density Post-War FLUM classification is strictly for residential development with neighborhood facilities. The request and utilization of the property is inherently beneficial and would still keep the true nature of the

designation, as residential uses are essentially restricted due to the environmental cost upon current and potential residents.

The proposed amendment is compatible with the place designations of this Ordinance.

This standard is met. The requested zoning change would go from a Suburban Neighborhood district to one that would be more beneficial to the community; therefore, the request is compatible with the place designations of this ordinance.

The proposed amendment is compatible with existing use and zoning of nearby property.

This standard is met. While the site is currently vacant, the site's immediate neighbors include parcels that have BIP zoning, in addition to the FLUM amendments of 2023 accommodating this request.

The proposed amendment promotes the public health, safety and welfare of the City.

This standard is met. The proposed zoning change meets this standard by supporting the redevelopment of an environmentally constrained site into a solar energy facility, which promotes public health, safety, and welfare through sustainable infrastructure and responsible land use.

The proposed amendment is a more suitable zoning classification for the property than the current classification.

This standard is met. The staff believes that the current zoning classification is now moot based on environmental concerns. The zoning change allows for the conversion of a hazardous site into a public and green infrastructure location in an area where residential development would be more harmful to the area.

Based upon the length of time that the property in question has been vacant, the proposed amendment is a more suitable zoning classification for the property than the current classification considered in the context of development in the area where the property is located.

This standard is met. Given the long-term vacancy of the property and the surrounding context, the proposed amendment provides a more appropriate zoning classification than the current S-RD designation, aligning with existing development patterns and the City's intended use of the site.

The proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.

This standard is met. The proposed amendment does not correct an error but does reflect a decision in policy in how to implement the goals of the FLUM designation nearby.

The proposed amendment benefits the citizens of the City as a whole.

This standard is met. This zoning change would have a significant impact on the city as a whole as it would allow for the construction of a solar farm to provide clean and renewable energy as well as revitalizes the former environmentally hazardous area.

The proposed amendment provides a more workable way to achieve the intent and purposes of this Ordinance and the Master Plan.

This standard is met. The goals of the existing FLUM designation cannot be accomplished since the environmental constraints prevent residential development. Therefore, the proposed amendment provides a more workable way to achieve the intent and purpose of this Ordinance and the Master Plans.

The proposed amendment does not create a significant number of nonconformities.

This standard is met. The amendment would not create any nonconformities as there is no longer any residential development on the site.

The proposed amendment is compatible with the trend of development, if any, in the general area of the property in question.

This standard is met. The surrounding area is primarily zoned for business and industrial uses, making the proposed rezoning a natural extension of the existing development pattern. The solar farm fits well within this context by offering a low-impact, utility-focused use that complements nearby properties and supports the City's broader sustainability goals.

STAFF RECOMMENDATION

The staff recommends **APPROVAL** of Zoning Docket 037/25.

CITY PLANNING COMMISSION MEETING (July 22, 2025)

The staff summarized the application and presented its recommendation of approval. Staff also noted that they received an email from a constituent who owns the property located at 3125 St. Ferdinand Street which was shown on the proposed rezoning map. The applicant did not wish to be a part of the rezoning, and it was not part of the affected addresses received from City Council; therefore staff stated on the record that, if the Commission were to recommend approval, the referenced address would be excluded from the request. Staff noted that a revised map would be created and transmitted to council. There was no public comment. Commissioner Joshi Gupta made a motion to accept staff's recommendation with the exception of 3125 St. Ferdinand from the proposed Zoning Change. Commissioner Flick seconded the motion which passed unanimously.

MOTION:

BE IT MOVED BY THE CITY PLANNING COMMISSION THAT ZONING DOCKET 037/25 IS HEREBY RECOMMENDED FOR APPROVAL. BE IT FURTHER MOVED THAT THE EXECUTIVE DIRECTOR IS HEREBY AUTHORIZED TO NOTIFY THE CITY COUNCIL OF SAID ACTION.

YEAS: Flick, Jordan, Joshi-Gupta, Lunn, Stewart

NAYS:

ABSENT: Brown, Steeg, Witry

MOTION
(AS AMENDED)
NO. M-25-289

CITY HALL: May 22, 2025

BY: COUNCILMEMBER GREEN (BY REQUEST)

SECONDED BY: COUNCILMEMBER MORRELL

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to consider a zoning change from S-RD Suburban Two-Family Residential District to BIP Business-Industrial Park District for the properties not presently zoned as such, identified in Exhibit A, and generally bounded by Almonaster Avenue, Carver Rams Way (formerly Higgins Boulevard), Press Street, Montegut Street, Benefit Street, Feliciana Street, Abundance Street, Clouet Street, and Florida Avenue, the general boundaries of the former agriculture Street Landfill.

BE IT FURTHER MOVED, That the Neighborhood Participation Program requirement and any fees necessary to effectuate this request are hereby waived.

BE IT FURTHER MOVED, That in the process of studying and reviewing the proposed map amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes relative to this request to ensure consistency and continuity or to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from the study and review of this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS: Giarrusso, Green, Moreno, Morrell, Thomas - 5
NAYS: 0
ABSENT: Harris, King - 2
AND THE MOTION WAS ADOPTED.

h:\clerk_of_council\docs\joycelyn\council\motions-resolutions\2025\may 22\m-289 am.docx

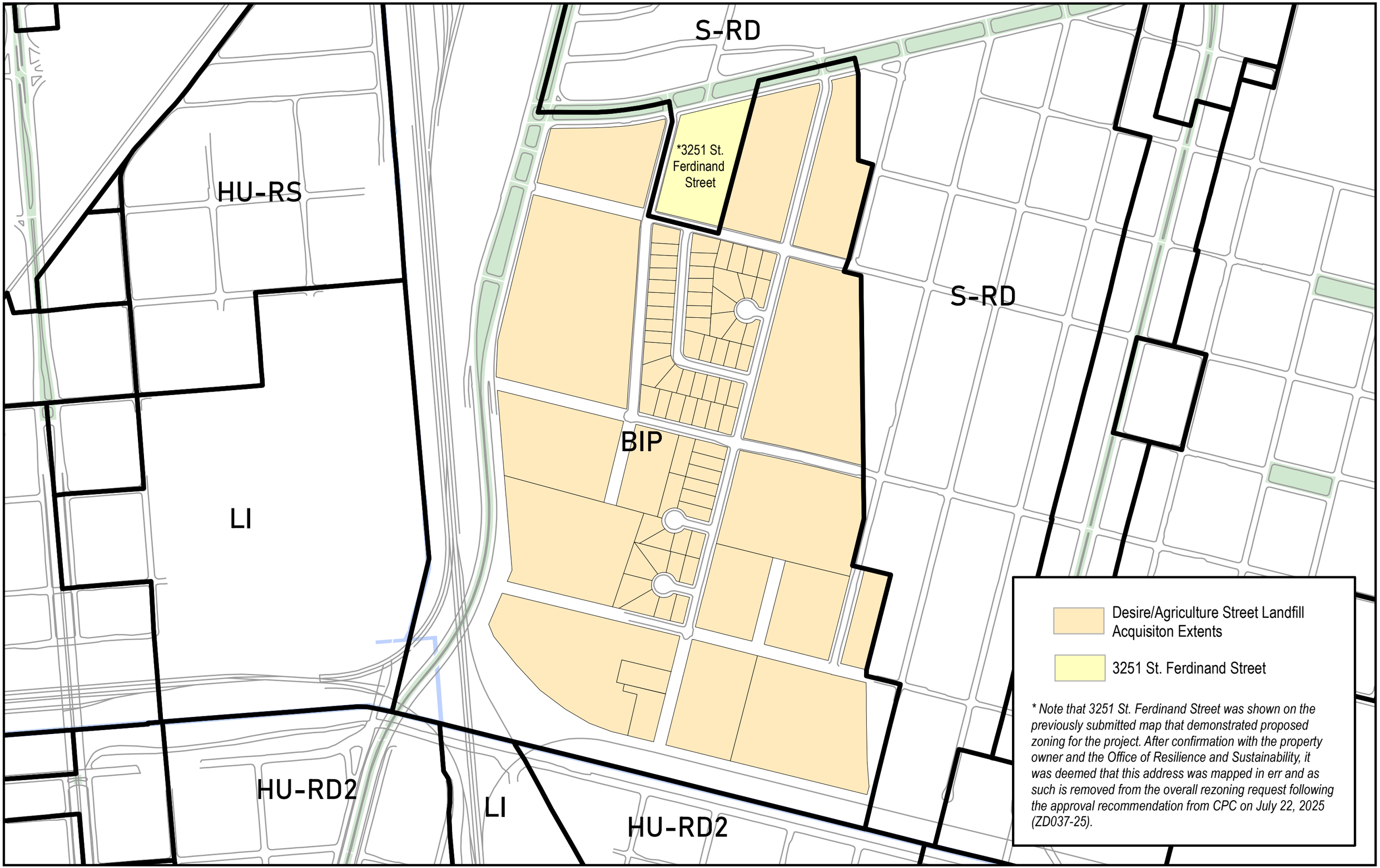
HU-B1
HU-RD1
C-1
HU-RS
LI
LI
MU-1
LI
MU-1
HU-RD2
OS-N
HU-RD2
HU-RD2
LI
HU-RD2
HU-B1
BIP
S-RD
S-B1
S-B1
OS-N
S-RD
S-RD
MU-1
S-B2
S-B1
S-B2
S-RD

Agriculture Street Landfill Existing Zoning Designation

1 October 2024

0 150 300
Feet

1637



Agriculture Street Landfill Proposed Zoning Designation Map

24 July 2025

0 150 300
Feet

1638

MOTION

NO. M-25-458

CITY HALL: August 21, 2025

BY: COUNCILMEMBER GREEN

SECONDED BY:

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That, having received the City Planning Commission's report and recommendation of **approval, ZONING DOCKET 37/25**, initiated by CITY COUNCIL MOTION NO. M-25-289, requesting a zoning change from an S-RD Suburban Two-Family Residential District to BIP Business-Industrial Park District for the properties not presently zoned as such, identified in Exhibit A attached to Motion No. M-25-289, and generally bounded by Almonaster Avenue, Carver Rams Way (formerly Higgins Boulevard), Press Street, Montegut Street, Benefit Street, Feliciana Street, Abundance Street, Clouet Street, and Florida Avenue (Municipal Address(es): Multiple Municipal Addresses), is hereby **APPROVED**.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council is directed to forward copies of this motion to the Law Department, which is directed to prepare an ordinance to effectuate this motion and is granted flexibility to make any changes necessary to achieve the will of the Council as set forth in this motion.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

CITY PLANNING COMMISSION

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

LARRY W. MASSEY, JR
DEPUTY DIRECTOR

To: City Councilmembers
City of New Orleans

From: Robert D. Rivers, Executive Director
City Planning Commission

Subject: **Non-Commercial Short Term Rental Special Exception Docket 196/23** (23-SPEX-21529)

Submittal Date:	07/30/2024
Date Application Deemed Complete:	05/28/2025
CPC Staff Recommendation Deadline:	07/27/2025
Council Deadline:	60 days from receipt

The attached report is for 600 Upperline Street relative to a request for a Non-Commercial Short Term Rental Special Exception Permit pursuant to Section 21.8.C.18.r of the Comprehensive Zoning Ordinance. The City Planning Commission staff recommends **DENIAL.**

Please place this request on the City Council agenda. Your cooperation is appreciated.

Sincerely,



Robert D. Rivers

RDR/cbm

cc: Councilmember Lesli Harris – District B
Councilmember Helena Moreno – At-Large
Councilmember Jean Paul "JP" Morrell – At-Large
Aisha Collier, Assistant Council Clerk
Jennifer A. Hyde, Applicant

NON-COMMERCIAL SHORT TERM RENTAL SPECIAL EXCEPTION
CITY PLANNING COMMISSION

APPLICANT:
Jennifer A. Hyde
602 Upperline St
New Orleans, LA 70115

Special Exception Docket 196/23 (23-SPEX-21529, 23-NSTR-21529)

REQUEST
This is a request for a Non-Commercial Short Term Rental Special Exception Permit to permit one (1) Non-Commercial Short-Term Rental in the HU-RD2 Historic Urban Two-Family Residential District for a property located at 600 Upperline Street in Square 139. This application is being sought due to an existing licensed non-commercial short-term rental on the square.

RECOMMENDATION: DENIAL

LOCATION

Property Address:	600 Upperline St
Square Number:	139
Zoning	HU-RD2
Council District:	B

SHORT TERM RENTAL INFORMATION

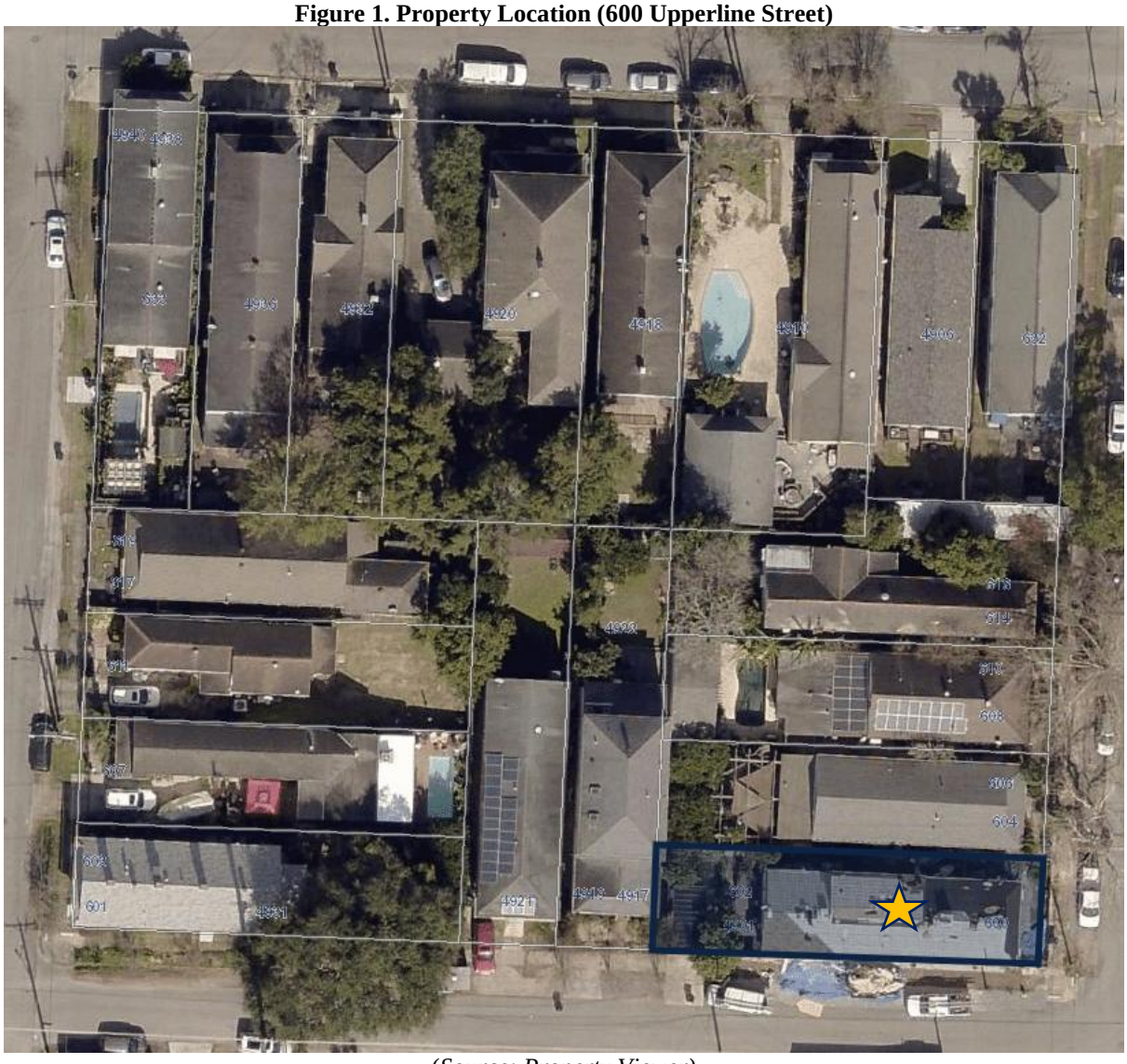
Lottery Date:	N/A
Lottery Rank:	N/A
Unit Information	
Type of Building:	Single Family Home
Total Number of Bedrooms in Home:	4
Number of Bedrooms to be Rented:	1
Partial or Whole Unit:	Partial Unit
Noise Abatement Plan:	Parties are not permitted at anytime. No noise after 10 PM allowed.
Security and Operation Plan:	See Exhibit 1.
Sanitation Plan:	property is monitored daily for garbage. Garbage cans are easily located on the side of the house. I take garbage out on garbage days.
Off-Street Parking Spaces:	0

DESCRIPTION

The site in question is located in the West Riverside Neighborhood with frontage on Upperline Street bounded by Annunciation Street, Robert Street, and Laurel Street. Lot G is a corner lot that is rectangular in shape and measures approximately 32 feet in width, 120 feet in depth, and 3,840 square feet in area. The subject site is currently developed as a single-story, single-family dwelling, and the surrounding neighborhood is residential in nature with a park, two-family, and single-family dwellings lining the block. There does not appear to be any vacant lots along the block or within the square. The subject site has frontage along a two-way street, and fronts onto an interior local street which has the lowest speed limits and capacities in the road network hierarchy.

The zoning of the subject site is HU-RD2 Historic Urban Two-Family Residential District and is intended to provide for two-family development on smaller lots in older, densely populated urban sections of the City mixed with detached single-family dwellings. Limited non-residential uses such as places of worship, historic neighborhood commercial establishments, and recreational facilities may be allowed.

Figure 1. Property Location (600 Upperline Street)



(Source: Property Viewer)

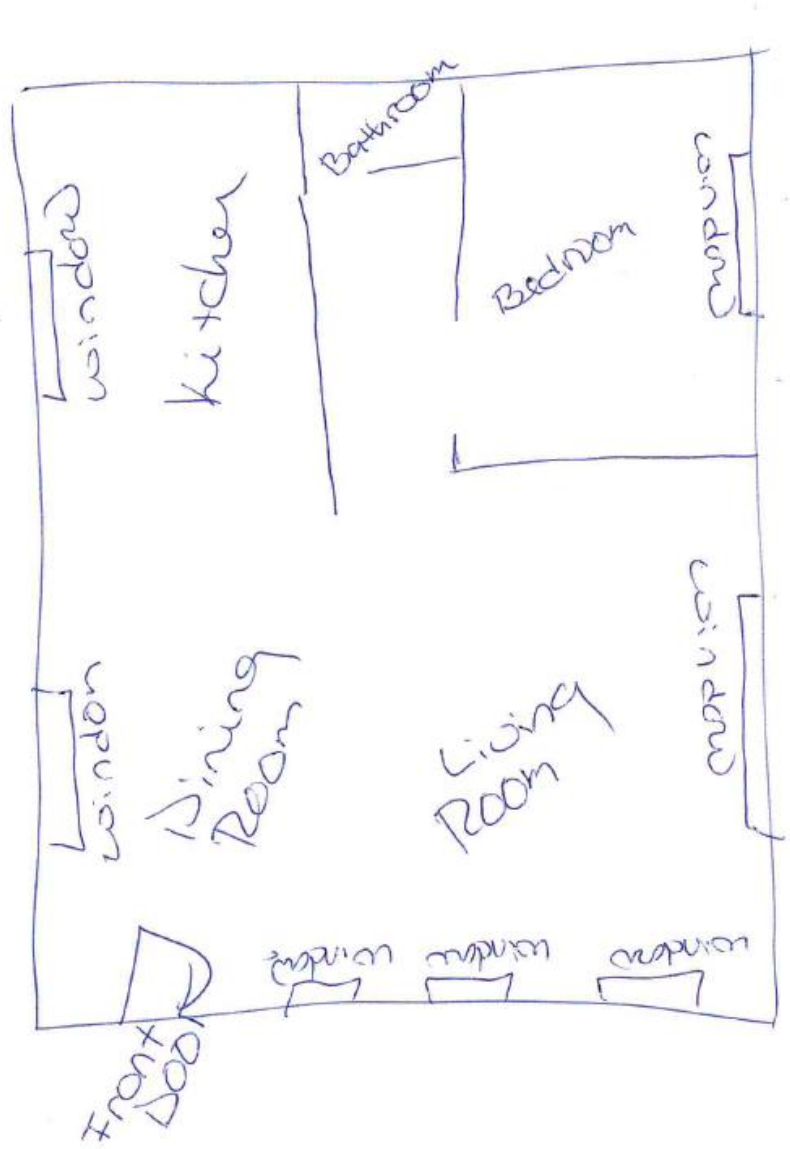
HISTORICAL CONTEXT

There is no history of a short-term rental (STR) at the subject property, and there were no violations found for the property related to the owner.

PROPOSED NSTR INFORMATION

The proposed NSTR is located within a single-story, single-family dwelling. The floor plan provided by the applicant indicates the proposed NSTR has one (1) bedroom, one (1) bathroom, a kitchen, a living room, a dining room, and one (1) egress point that leads to the front yard of the home. The applicant has indicated that they will not be providing any off-street parking spaces. The proposed NSTR would be limited to one (1) guest. The applicant is the owner and operator, and they live onsite within the home.

Figure 2. Floor Plan

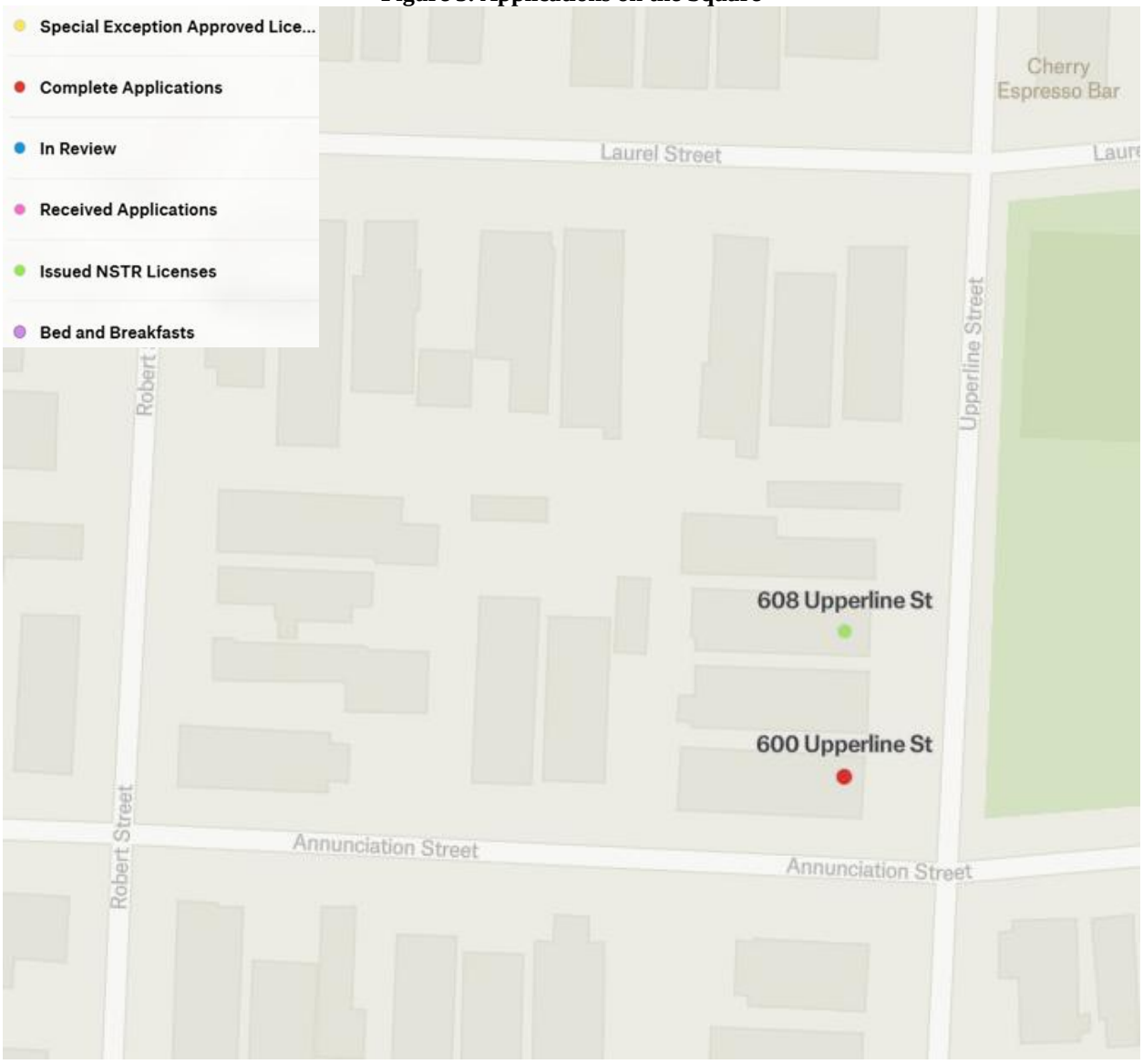


(*Source: Applicant Provided)*

ADDITIONAL APPLICATIONS ON THE SQUARE

The requested NSTR is eligible for a special exception due to an existing licensed non-commercial short-term rental on the square located at 608 Upperline Street; this application was automatically diverted to the special exception process. At the time of writing this report, this is the first application transmitted to the City Council on this square and the City Planning Commission has not received any additional special exception requests for this square. The affirmative request was first submitted to the City Planning Commission on July 30, 2024.

Figure 3. Applications on the Square



(*Source: City Planning Commission, Special Exception Map*)

REASON FOR THE REQUEST

Per **Article 21, Section 21.8.C.18.r** of the Comprehensive Zoning Ordinance a Non-Commercial STR Special Exception permit may be pursued. The City Planning Commission staff is required to make a recommendation within 60 days of receipt of a complete application. The City Council has 60 days from receipt to act.

COMPLIANCE WITH REVIEW STANDARDS:

Section 21.8.C.18.r of the Comprehensive Zoning Ordinance establishes six review standards to consider when evaluating NSTR Special Exception Permit request. The City Planning Commission has interpreted a means of evaluation, requiring applications to meet a minimum of four (4) out of the six (6) criteria to justify a recommendation of approval. These review standards are listed in bold below with the City Planning Commission's staff analysis below each standard.

1. ***Is the requested increase compatible with the surrounding land uses and structures?***

   This criterion is **not met**. The subject property is zoned HU-RD2 Historic Urban Two-Family Residential District, which is a residential zoning designation within the CZO. The subject site is currently developed as a single-story, single-family dwelling. On the 600 block of Upperline Street there are six (6) properties: one (1) park, three (3) two-family and two (2) single-family dwellings. In this regard, the subject property is considered compatible with the surrounding properties.

   Per the City Council's limitation of one (1) NSTR or bed and breakfast per square, allowing more than one NSTR is inherently a negative impact. As such, mixed-use squares are considered favorable conditions of squares for NSTRs. This is because non-residential impacts are expected and considered less obtrusive to residential uses, compared to the potential impact if the square is purely residential. Given the residential zoning of the square the addition of an NSTR is not considered compatible.

2. ***Are there unique geographic considerations which would mitigate the impact of an additional non-commercial short term rental use within the block?***

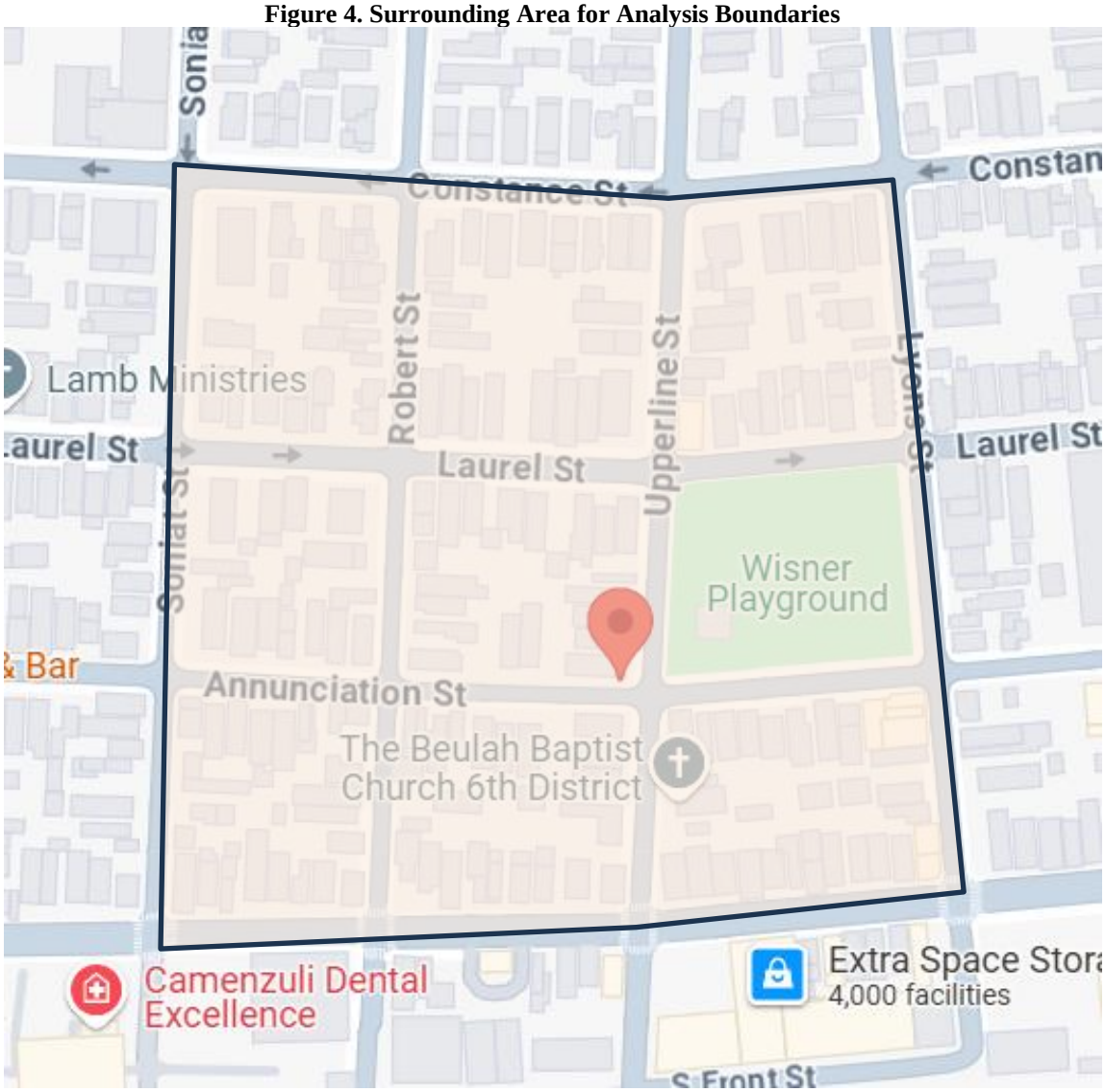
   This criterion is **met** There must be physical geographic features within the subject square of the subject property, including (but not limited to) the number of adjacent vacant lots, proximity to natural, topographical elements, and built-environment infrastructure that would reduce the potential for disruptions of the surrounding area. For a feature to qualify as a unique geographic consideration, it must directly impact or be adjacent to the site.

   The subject property is across the street from Wisner Playground Park which spans the entire length of the block. The proximity to a park could serve as a buffer between the proposed NSTR and the other residential uses in the surrounding area. This could be considered a unique geographic consideration which could mitigate the impact of an additional non-commercial short term rental use within the block.

3. ***Are there unique use conditions in the surrounding areas which would be well served by or mitigate the impact of an additional non-commercial short term rental use within the block?***

This criterion is **met.** This standard includes reviewing the surrounding area in proximity, which is defined as one city block in each direction (see **Figure 4**). Surveying the eight (8) surrounding blocks, there are multiple non-residential uses in the area, including a park, bars, and a cafe. The surrounding neighborhood contains both residential and commercial uses. Non-residential impacts are expected and considered less obtrusive to residential uses, compared to the potential impact if the square is purely residential. Therefore, this application offers unique use conditions which could mitigate the impacts of an additional non-commercial short-term rental.

Figure 4. Surrounding Area for Analysis Boundaries



4. ***Will the additional non-commercial short term rental use increase traffic and safety hazards?***

   This criterion is **not met.** The standard requires a review of the surrounding area, defined as one city block in each direction (see **Figure 4**). The subject site has frontage along a two-way street, and fronts onto an interior local street which has the lowest speed limits and capacities in the road network hierarchy. Within the surveyed area, there is no access to public transportation or bicycle routes that may alleviate traffic. Based on the review criteria and the characteristics of the surrounding area, it cannot be concluded that an additional NSTR use will not increase traffic and safety hazards.

5. ***Will the additional non-commercial short term rental use create parking issues around the block or in the surrounding areas?***

   This criterion is **not met.** The subject site does not appear to provide off-street parking for the home (operator and NSTR). An evaluation of the 600 block of Upperline Street shows that one (1) out of the six (6) lots, or about 17% of the residential dwellings provide off-street parking, as noted by the presence of curb cuts, driveways, or parking structures. This suggests that 83% of the surrounding residences utilize on-street parking. The site is not within the Residential Parking Permit (RPP) program and there does not appear to be any reserved accessible parking spaces. While these limitations may discourage the use of private vehicles, in a neighborhood where residents rely on on-street parking, introducing an additional NSTR unit without off-street parking may exacerbate parking issues. Consequently, the subject site cannot be considered as having met this criterion.

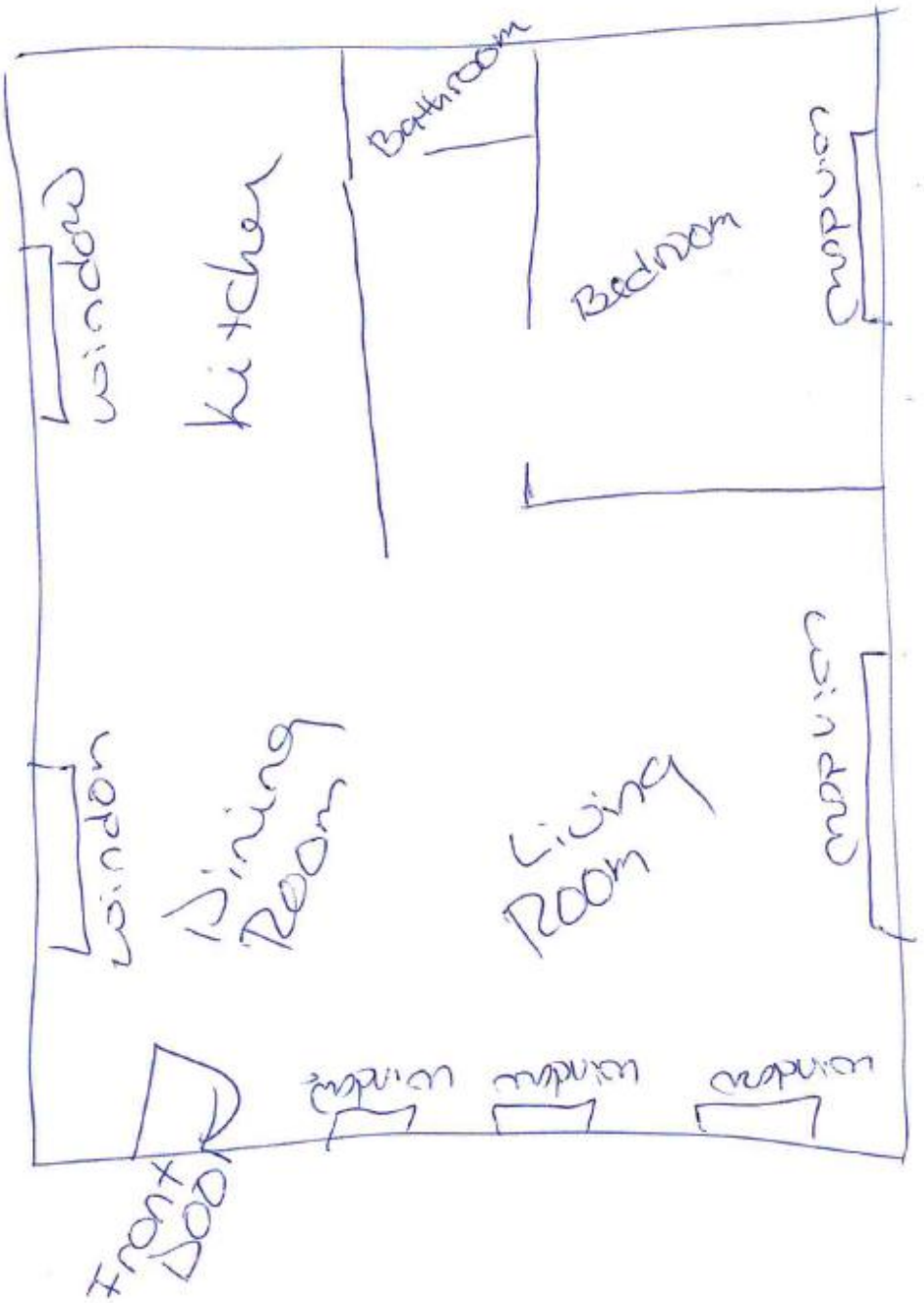
6. ***Will the additional non-commercial short term rental use impair the health, safety, and welfare of the neighboring properties?***

   This criterion is **met**. The applicant has implemented comprehensive operational guidelines, including quiet hours, noise and occupant limits, waste management, and recycling protocols. These measures are designed to reduce disturbances and promote responsible use of the property. Additionally, the applicant resides onsite, which allows for active, on-site monitoring and immediate response to any potential issues, further mitigating impacts on the surrounding neighborhood. The Neighborhood Participation Program (NPP) public meeting was held on May 9, 2025, which did not have any attendees.

STAFF RECOMMENDATION

The staff finds that the request does not meet criteria 1, 4, and 5 of the review standards; therefore, the City Planning Commission staff recommends **DENIAL** of **Non-Commercial STR Special Exception Docket 196/23** (23-SPEX-21529, 23-NSTR-21529).

Exhibit 1


Bathroom
Window
Kitchen
Bedroom
Window
Window
Dining Room
Living Room
Window
Window
Window
Window
Front Door

CITY OF NEW ORLEANS ONE STOP PERMITS & LICENSES

NON-COMMERCIAL SHORT TERM RENTAL SPECIAL EXCEPTION APPLICATION

Email this application to str.specialexception@nola.gov

Property Address: 600 Upperline St

Square ID: 50008195 Square Name: 139 Zoning: HU-RD2 Council District: B

Type of Building: Single Family Home

Total Number of Bedrooms in Home: 4 Total Number of Bedrooms Being Rented: 2

Maximum Number of Guests: 1 Partial or Whole Unit: Partial Unit

APPLICANT INFORMATION

Name: Jennifer A. Hyde

Mailing Address: 600 Upperline St

Mailing City: New Orleans Mailing State: LA Mailing Zip: 70115

Email: Phone:

OPERATOR INFORMATION

Operator Identity: Owner

Name (Legal): Jennifer A Hyde

Preferred Name (if different from legal name):

Tax Address: 602 UPPERLINE ST

Email: jennifer.hyde@nm.com Primary Phone: 5042327452 Secondary Phone:

Operator Permit Number or Application Reference Code:

Operator Permit Expiration Date (if issued):

ADVERTISING PLATFORMS

Platform Name (eg Airbnb, VRBO)	Listing URL (full web address of listing)
VRBO	https://www.vrbo.com/3204826

REQUIRED PLANS

Noise Abatement Plan: Parties are not permitted at anytime. No noise after 10 PM allowed.

Sanitation Plan: property is monitored daily for garbage. Garbage cans are easily located on the side of the house. I take garbage out on garbage days.

ATTESTATIONS

Operator will perform daily visual inspections of the property: JAH

Operator will ensure regular litter and trash collection: JAH

CITY OF NEW ORLEANS ONE STOP PERMITS & LICENSES

The dwelling unit has no outstanding property taxes, City liens associated with the lot of record, nor does the owner owe any other outstanding taxes, fines, fees, or penalties levied by the City. Further, the property does not have any unabated conditions which violate the City Code: JAH

ATTESTATIONS, CONTINUED

The dwelling unit complies, and will comply during any short term rental of the dwelling unit, with all standards contained in the City's Minimum Property Maintenance Code and all health safety requirements contained in the Building Code:: NEW ORLEANS

The dwelling unit has working smoke detectors inside and outside every bedroom, carbon monoxide detectors outside every bedroom, and has a properly maintained and charged fire extinguisher on all habitable floors: JAH

The dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short term rentals, including but not limited to: homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions: JAH

The Owner has read, understands, and agrees to comply with all legal duties imposed by the New Orleans City Code Chapter 26 and the Comprehensive Zoning Ordinance: JAH

The Owner possesses insurance that meets the requirements of City Code Sec 26-618(A)(1): JAH

The Owner will not discriminate in the rental guest-use or rental of a short term rental, and will comply with all applicable anti-discrimination laws, including but not limited to: Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), and the Americans with Disabilities Act (ADA): JAH

TRAINING

Owner Training Date/Code: June 9 2023 Operator Training Date/Code: June 9 2023

LOTTERY

Lottery eligible: June 9 2023 Number of applications on same square:

Lottery Date: Lottery rank:

FEES

A $500.00 application fee is required for your NSTR Special Exception request to be reviewed. If your application is approved, you will need to pay the $500.00 NSTR Permit Fee at that time.

ACKNOWLEDGMENTS

I (We) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meets the requirements of Article 21 of the Comprehensive Zoning Ordinance to submit this application. I (We) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application null and void. I (We) the undersigned owner and operator of the property identified above hereby submit for you the approval of the above stated request.

Property Owner Name/Signature _____ Date 7/22/2024

Operator Name/Signature _____ Date 7/22/2024

From: jennifer.hyde@nm.com
To: Mercedes Rivas
Subject: FW: 600 Upperline ST - STR_ FW: Subject: Attachments for May 9th Meeting
Date: Thursday, May 15, 2025 12:48:54 PM
Attachments: Land-USe_600_Upperline_St.PDF
600_Upperline_AgendaPDF.docx
STR Meeting Notice.docx

Mercedes,

Here is the email thread to city council, CPC, and neighborhood association.
Thanks again!

From: Hyde, Jennifer A. /095899 /GA105
Sent: Monday, April 28, 2025 4:16 PM
To: fau.avart.na@gmail.com; lesli.harris@nola.gov; cpcinfo@nola.gov
Subject: 600 Upperline ST - STR_ FW: Subject: Attachments for May 9th Meeting

Dear Leslie Harris, CPC, and the FANA,
I hope this message finds you well. It has come to my attention that I neglected to include the attachments required for our upcoming meeting on May 9th in my previous email. Please find the necessary documents attached to this email.
Below is the email I sent last Friday for your reference. I apologize for any inconvenience my oversight may have caused.

Thank you for your understanding.

Jennifer Hyde

From: Hyde, Jennifer A. /095899 /GA105
Sent: Friday, April 25, 2025 4:17:52 PM
To: Hyde, Jennifer A. /095899 /GA105 <jennifer.hyde@nm.com>
Subject:

Subject: Neighborhood Participation Program Meeting – May 9th at Milton H. Library

Dear Councilwoman Harris, Faubourg-Avart Neighborhood Association, and the New Orleans City Planning Commission,

I am writing to inform you of my upcoming Neighborhood Participation Program (NPP)

meeting, which has been scheduled as part of the city's planning and engagement process.

Meeting Details:
Date: Thursday, May 9th, 2025
Time: [Insert Time]
Location: Milton H. Latter Memorial Library – Pink Parlor Room
5120 St. Charles Avenue, New Orleans, LA 70115

This meeting is being held in accordance with the City's Neighborhood Participation Program to ensure transparency and gather community input regarding [briefly describe the purpose of the meeting or proposed project, if desired].

Your presence and input—or that of a representative from your office or organization—would be greatly appreciated. Please feel free to contact me if you have any questions or need further information.

Thank you for your time and service to our community.

Sincerely,
[Your Full Name]
[Your Address or Contact Information]
[Phone Number]
[Email Address]

Would you like to include details about the specific project or proposal the meeting is about?

Warm regards,

Jennifer A. Hyde, CLU, ChFC, ChSNC, RICP

Financial Adviser

Northwestern Mutual

111 Veterans Blvd.

Ste 940

Metairie, LA 70005

Direct Dial: 504.620.4756

jenniferhyde.nm.com

Who do you know that will benefit from meeting me to talk about financial security planning?

image

Northwestern Mutual is the marketing name for The Northwestern Mutual Life Insurance Company, Milwaukee, WI (NM) (life and disability insurance, annuities and life insurance with long-term care benefits) and its subsidiaries. Jennifer Hyde is an Insurance Agent of NM. Investment advisory services provided as an Advisor of Northwestern Mutual Wealth Management Company®, (NMWMC) Milwaukee, WI, a subsidiary of NM and a federal savings bank. Investment brokerage services provided as a Registered Representative of Northwestern Mutual Investment Services, LLC (NMIS), a subsidiary of NM, broker-dealer, registered investment adviser and member FINRA and SIPC. There may be instances when this agent represents companies in addition to NM or its subsidiaries.

While links to other websites are provided for convenience and information, please be advised that except for information related to Northwestern Mutual (NM), the inclusion of, or linking to, other websites does not imply NM endorsement of, nor responsibility for, those websites.

Please do not send orders for mutual funds or securities via email, as they cannot be processed.

Your transmission of electronic mail to this address represents your consent to two-way communication by Internet email. If you received this in error, please contact the sender and delete the material from any computer on which it exists.

Any information in this email regarding products and services is considered an advertisement for Northwestern Mutual.

Northwestern Mutual, its subsidiaries and affiliates may review and retain incoming and outgoing electronic mail for this e-mail address for quality assurance and regulatory compliance purposes. Please be advised that communications with {SECURE MESSAGE} in the subject line have been sent using a secure messaging system. Communications that do not have this tag may not be secure and could be observed by a third party. Our commitment to privacy: At Northwestern Mutual, your privacy is important to us. For more information about our privacy practices, please review our privacy notices.

If you don't want to receive any emails from your financial representative and any emails (except servicing emails) from Northwestern Mutual, unsubscribe.

Northwestern Mutual
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4797.

May 9, 2025

600 Upperline St – STR- License

Jennifer Hyde, jenniferhyde54@gmail.com, 504-232-7451, 602 Upperline St, New Orleans, LA 70115

Overview

This report provides results of the implementation of the Project Neighborhood Participation Program for the property located at 60 Upperline St on the northwest corner of Upperline and Annunciation. The applicant intends to file a special exception application for a non-commercial short-term rental. This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in lists, petitions, letters, summary sheets, and other materials are attached.

Neighborhood Participation Meetings

The following dates and locations of all meetings where citizens were invited to discuss the applicant's proposal:

• May 5, 2025 10.30 AM Milton H Latter Library – Pink parlor Room (5120 St Charles)

Correspondence and Telephone Calls

• April 9 – notice letters hand delivered and mailed NPP contact list.

• April 25th - emailed to neighborhood associations, CPC and the district councilmember

* April 28th – recent email with required attachments to neighborhood associations, CPC and the district

councilmember, after emailing with Valerie McMillan. She informed me I had not attached the requirement documents to the email sent in the 25th.

* April 28th – Received an email from the Faubourg-Avart Neighborhood Association thanking me for my email

Results

43 persons/addresses were invited to the NPP meeting.

Zero people attended.

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: may 9 2025 10:30Am

Meeting Location: milton H. Latter memorial Library

Project Name/Address: 600 Upperline St NOLA 70115 STR

Name	Organization	Address	City, State, Zip	Phone	Email Address

April 9, 2025

Dear Neighbor,
I own the property at 600-602 Upperline St. I would like to operate a non-commercial short-term rental at that location.
The site is located in an HU-MU Neighborhood Mixed-Use District. As per Ordinance No. 29382, we are required to apply for approval through the special exception process. The site is a two-story commercial structure with a combined square footage of 25,000 square feet. On-street parking will be provided, and a site plan and floor plan have been provided.
Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose, and present questions or concerns. Our application must be heard by the City Council, and we are required to do this before we submit our application to the City Planning Commission.
The meeting will take place: **Date: Friday, May 9, 2025 Time: 10:30 am**
Location: New Orleans Public Library 5120 St Charles Ave, New Orleans, LA 70115
This letter is being delivered through hand delivery. At the meeting, I'll provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the plans. I've enclosed my site plans to give you a better idea of what we'd like to do. If we receive approval, we will operate a non-commercial short-term rental at this location.
If you are unable to attend and would like to receive information from the meeting, or have any additional questions or comments, please feel free to contact me. I hope to see you at the meeting on May 7th.
Sincerely,
Jennifer A. Hyde
Jenniferhyde54@gmail.com

Approval Criteria Letter
Property: 600 Upperline Street, New Orleans, Louisiana 70115

1. Is the requested increase compatible with the surrounding land uses and structures?
600 Upperline Street is in a residential neighborhood zoned HMR-1, which allows for owner-occupied short-term rentals. The surrounding area includes a mix of residential and neighborhood-serving commercial properties. Within a block of the property are several mixed-use buildings along Magazine Street, including cafes, retail shops, and restaurants that contribute to a vibrant, walkable community. The proximity to commercial corridors such as Magazine Street and Napoleon Avenue makes this location suitable for accommodating short-term visitors with minimal disruption to the residential character of the neighborhood.

2. Are there unique geographic considerations which would mitigate the impact of an additional non-commercial short term rental use within the block?
600 Upperline Street is located less than half a block from Magazine Street, a well-traveled corridor that offers direct access to public transit and a variety of amenities. The property is within walking distance to key local attractions such as Audubon Park and the St. Charles Avenue streetcar line, reducing the need for car usage among guests. Furthermore, the neighborhood is designed for pedestrian activity, with ample sidewalks and nearby bike lanes. The accessibility of public transportation and walkable amenities means that guests are less likely to require on-street parking, thereby minimizing potential traffic or parking impacts on the immediate residential block.

3. Are there unique use conditions in the surrounding areas which would be well served by or mitigate the impact of an additional non-commercial short term rental use within the block?
The surrounding area includes a variety of businesses, services, and institutions that benefit from short-term visitors. Within a one-block radius of 600 Upperline Street, there are multiple cafes, restaurants, boutiques, and service providers that rely on foot traffic and tourism. The nearby Children's Hospital and Touro Infirmary also bring in families and medical professionals seeking temporary lodging. The residential character of the block is complemented by the surrounding commercial vitality, making the integration of a non-commercial short-term rental both practical and beneficial to the neighborhood. The neighborhood's infrastructure and active land use patterns support a low-impact, owner-occupied short-term rental that aligns with the community’s economic and cultural environment.

4. Will the additional non-commercial short term rental use increase traffic and safety hazards?
600 Upperline Street is situated near major thoroughfares such as Magazine Street, Napoleon Avenue, and St. Charles Avenue—all of which are already accustomed to moderate vehicle, bicycle, and pedestrian traffic. As such, the additional traffic impact from a single short-term rental unit is expected to be negligible. The owner/operator encourages guests to utilize ride-sharing services, public transportation, and rental bikes in lieu of personal vehicles. The property is within walking

distance of multiple bus stops and is just a few blocks from the St. Charles streetcar line, both of which offer convenient access to various parts of the city. Furthermore, bike lanes and pedestrian-friendly sidewalks make walking or biking a practical option for guests. Due to the area's accessibility and infrastructure, the additional short-term rental use at this property is unlikely to create traffic congestion or safety concerns.

5. Will the additional non-commercial short term rental use create parking issues around the block or in the surrounding areas?
While 600 Upperline Street does not have dedicated off-street parking, there is ample on-street parking available along Upperline and Annunciation Streets. Wisner Park is bordered by Constance Street, Annunciation Street, Lyons Street and Upperline Street. Though the park attracts visitors, parking is readily available. Because of the location of the park, limited homes in this area require parking. The block is predominantly residential, but not densely packed, and typical demand for street parking is light. The owner/operator is the sole full-time occupant and has an off-street parking space, so doesn't use street parking. Guests will be advised in advance that parking is on-street only. Due to the walkability of the neighborhood and the abundance of nearby attractions and services, the likelihood of guests requiring personal vehicles is low. Additionally, there have been no known incidents of parking disputes or overflow issues in the area. The owner is committed to maintaining open communication with neighbors and promptly addressing any concerns.

6. Will the additional non-commercial short term rental use impair the health, safety, and welfare of the neighboring properties?
The owner/operator resides full-time at 600 Upperline Street and is committed to maintaining a peaceful, safe, and well-managed property. Guests are provided with clear house rules, including posted quiet hours from 10pm to 9am and a strict no-party policy. Secure, entry locks with unique codes for each guest stay further enhance security. A sanitation plan is in place to ensure garbage is properly contained and disposed of in accordance with city collection schedules. Emergency evacuation plans are clearly posted throughout the property. There is no record of past complaints or code violations. Through responsible hosting practices, strong safety protocols, and direct oversight, the owner is confident that this short-term rental will not impair the health, safety, or welfare of neighbors or the broader community.

102

Residents and Current Owners within 100 Ft Radius - Delivery Method Hand Delivery or U

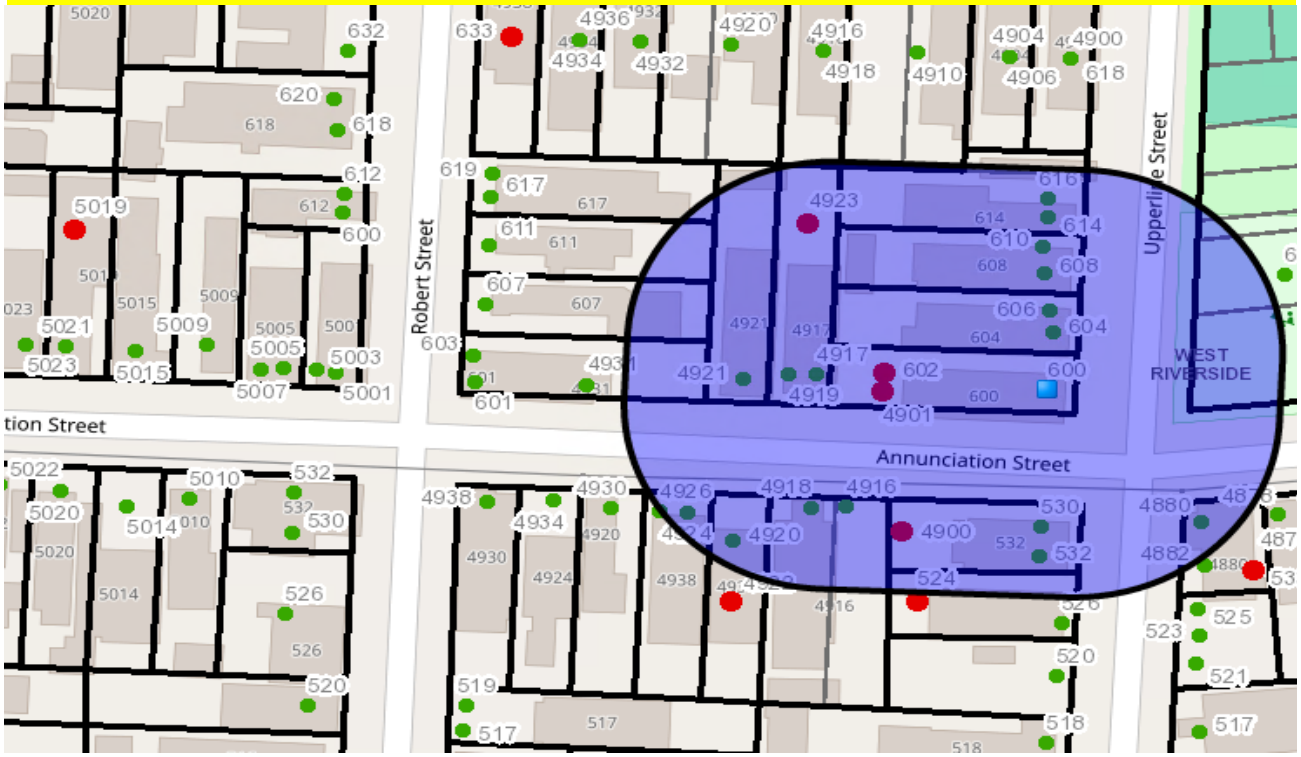
Name	Mailing Address	Mailing City
Amy L Springer	254 Highland Trace Dr	Baton Rouge
Antoine M III Saacks	4910 Laurel St	New Orleans
Barry B Bisbee	4920 Laurel St	New Orleans
Bourgeois Laurie L	524 Upperline St	New Orleans
Brennan C Rabb	617 Robert St	New Orleans
Current Resident	4850 Laurel St	New Orleans
Current Resident	4874 Laurel St	New Orleans
Current Resident	4880 Annunciation St	New Orleans
Current Resident	4916 Annunciation St	New Orleans
Current Resident	4918 Annunciation St	New Orleans
Current Resident	4918 Laurel St	New Orleans
Current Resident	4919 Annunciation St	New Orleans
Current Resident	4920 Annunciation St	New Orleans
Current Resident	4924 Annunciation St	New Orleans
Current Resident	4926 Annunciation St	New Orleans
Current Resident	526 Upperline St	New Orleans
Current Resident	530 Upperline St	New Orleans
Current Resident	532 Upperline St	New Orleans
Current Resident	600 Upperline St	New Orleans
Current Resident	601 Robert St	New Orleans
Current Resident	603 Robert St	New Orleans
Current Resident	604 Upperline St	New Orleans
Current Resident	606 Upperline St	New Orleans
Current Resident	608 Upperline St	New Orleans
Current Resident	610 Upperline St	New Orleans
Current Resident	611 Robert St	New Orleans
Current Resident	616 Upperline St	New Orleans
Current Resident	619 Robert St	New Orleans
Current Resident	619 Upperline St	New Orleans
David E Mitchell	ET Al 608 Upperline St	New Orleans
Edward T Jennings	ET Al 604 Upperline St	New Orleans
Jennifer A Hyde	602 Upperline St	New Orleans
Karen E Eberle	614 Upperline St	New Orleans
Linda B Burke	607 Robert St	New Orleans
Martha J Beveridge	4916 Laurel St	New Orleans
Morc LLC	6034 Hurst St	New Orleans
Patricia E Morris	4931 Annunciation St	New Orleans
Prince A Jr Williams	6071 Winchester Park Dr	New Orleans
Ramon S Sr Myles	4921 Annunciation St	New Orleans
Rhodessa C Price	ET Al 611 Robert St	New Orleans
Samuel H Winston	4917 Annunciation St	New Orleans
Tanga C Winstead	4882 Annunciation St	New Orleans
The City Of New Orleans	1300 Perdido St Room 5W17	New Orleans
Trellis G Thomas	Etal 4920 Annunciation St	New Orleans

Neighborhood Associations (Delivery Method Email Only)	
Organization Name	Faubourg Avart Neighborhood Association (FANA)
Point of Contact	Gwyneth Vance Austin
Phone Number	504-441-8050
Email	fau.avart.na@gmail.com
Street Address	625 Valmont Street
City	New Orleans
Zip	70115

[DISTRICT B] City Council Representative - Delivery Method Email Preferred	
Council Member	Lesli Harris
Council Member Address	City Hall, Room 2W10
Council Member Email	Lesli.Harris@nola.gov
Council Member Phone	(504) 658-1020

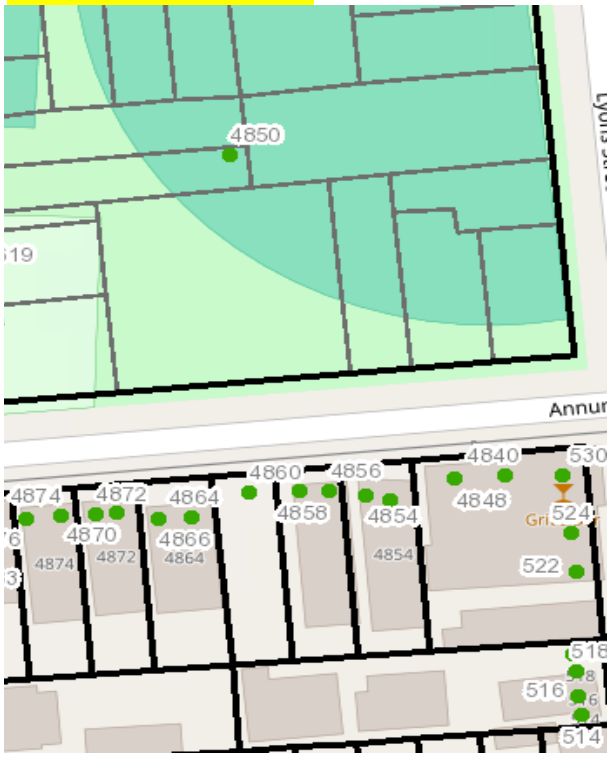
City Planning Commission - Delivery Method Email Preferred	
Email Address	CPCinfo@nola.gov

Buffer Area



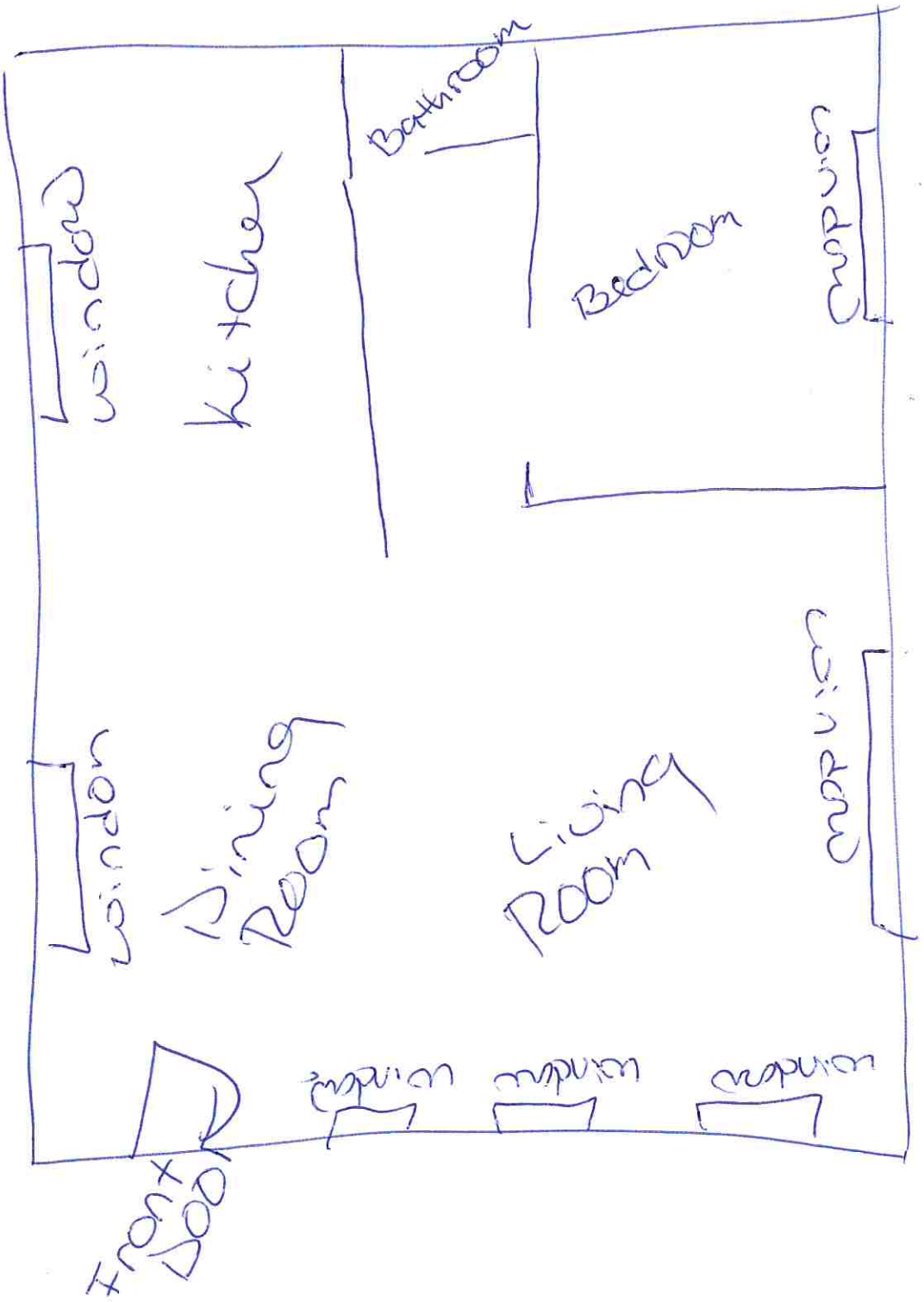
USPS Mail

Mailing St	Mailing Zip
LA	70810
LA	70115
LA	70115
LA	70115


4850
519
4874
4872
4864
4860
4858
4856
4854
4840
4848
4870
4866
4874
4872
4864
4854
522
516
514

600 Upperline St

FLOOR PLAN

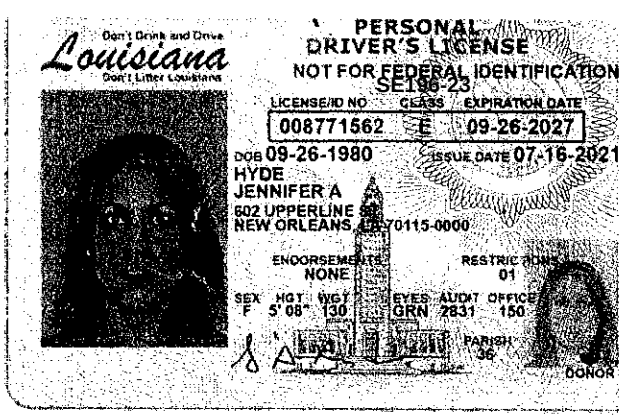


600 Upperline St Evacuation Plan

All rooms have windows that can be used to evacuate, as well as the front door. The unit is on the ground floor so no ladders are needed.

Parking- 600 Upperline St

Street parking is available on Upperline and Annunciation.


Don't Drink and Drive
Louisiana
Don't Litter Louisiana
PERSONAL
DRIVER'S LICENSE
NOT FOR FEDERAL IDENTIFICATION
SE186-23
LICENSE/ID NO
CLASS
EXPIRATION DATE
008771562
E
09-26-2027
DOB 09-26-1980
ISSUE DATE 07-16-2021
HYDE
JENNIFER A
602 UPPERLINE ST
NEW ORLEANS, LA 70115-0000
ENDORSEMENTS
NONE
RESTRICTIONS
01
SEX
HGT
WGT
EYES
AUDIT
OFFICE
F
5' 08"
130
GRN
2831
150
PARISH
36
DONOR

MOTION

NO. M-25-446

CITY HALL: August 21, 2025

BY: COUNCILMEMBER HARRIS

SECONDED BY:

WHEREAS, Section 21.8.C.18.m of the Comprehensive Zoning Ordinance ("CZO") permits the issuance of only one non-commercial short-term rental permit within each city block, inclusive of all lots fronting any exterior boundary of said block and all interior lots; and

WHEREAS, CZO Section 21.8.C.18.r authorizes the City Council to grant special exceptions to the one-permit-per-block cap imposed by Section 21.8.C.18.m and to allow for the issuance of up to two additional non-commercial short-term rentals in any given block; and

WHEREAS, JENNIFER A. HYDE has applied for a special exception from the block limit on non-commercial short-term rentals for the property located at **SQUARE 139** and bearing municipal address **600 Upperline Street; NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council, having reviewed the report and recommendation provided by the City Planning Commission staff pursuant to CZO Section 21.8.C.18.r, does hereby **GRANT** Jennifer A. Hyde, a special exception from the Section 21.8.C.18.m block limit on non-commercial short-term rentals for the parcel of property located at Square 139 and bearing municipal address 600 Upperline Street (the "Property"). This special exception is being made in accordance with, and subject to, Section 21.8.C.18.r of the Comprehensive Zoning Ordinance.

BE IT FURTHER MOVED, That if the applicant fails to obtain non-commercial short-term rental owner and operator permits for the Property within 30 days of the adoption of this Motion, or in the event the applicant's owner or operator permit is revoked or the applicant transfers the property, the special exception granted herein shall be void.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Executive Director of the City Planning Commission, the Department of Safety and Permits, and the applicant. The Department of Safety and Permits is directed to advise the City Planning Commission and the Council if the applicant fails to secure permits within the period prescribed herein or if the applicant's owner or operator permit is revoked.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

CITY PLANNING COMMISSION

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

LARRY W. MASSEY, JR
DEPUTY DIRECTOR

To: City Councilmembers
City of New Orleans

From: Robert D. Rivers, Executive Director
City Planning Commission

Subject: **Non-Commercial Short Term Rental Special Exception Docket 066/24**
(24-SPEX-11106)

Submittal Date:	04/22/2025
Date Application Deemed Complete:	05/23/2025
CPC Staff Recommendation Deadline:	07/22/2025
Council Deadline:	60 days from receipt

The attached report is for 343 South Cortez Street relative to a request for a Non-Commercial Short Term Rental Special Exception Permit pursuant to Section 21.8.C.18.r of the Comprehensive Zoning Ordinance. The City Planning Commission staff recommends **APPROVAL.**

Please place this request on the City Council agenda. Your cooperation is appreciated.

Sincerely.



Robert D. Rivers

RDR/cbm

cc: Councilmember Joseph I. Giarrusso, III – District A
Councilmember Helena Moreno – At-Large
Councilmember Jean Paul "JP" Morrell – At-Large
Aisha Collier, Assistant Council Clerk
Andree Schneider, Applicant

NON-COMMERCIAL SHORT TERM RENTAL SPECIAL EXCEPTION
CITY PLANNING COMMISSION

APPLICANT:
Andree Schneider
341 S Cortez St
New Orleans, LA 70119

Special Exception Docket 066/24 (24-SPEX-11106, 24-NSTR-11106)

REQUEST

This is a request for a Non-Commercial Short Term Rental Special Exception Permit to permit one (1) Non-Commercial Short-Term Rental in the HU-RD2 Historic Urban Two-Family Residential District for a property located at 343 South Cortez Street in Square 734. This application is being sought due to an existing licensed non-commercial short-term rental on the square.

RECOMMENDATION: APPROVAL

LOCATION

Property Address:	343 S Cortez St
Square Number:	734
Zoning	HU-RD2
Council District:	A

SHORT TERM RENTAL INFORMATION

Lottery Date:	N/A
Lottery Rank:	N/A
Unit Information	
Type of Building:	Two-Family (Double)
Total Number of Bedrooms in Home:	6
Number of Bedrooms to be Rented:	**2**
Partial or Whole Unit:	Whole Unit
Noise Abatement Plan:	As homeowners, we have very specific rules of conduct that we expect our airbnb guests to abide by. We require that noise be kept to a minimum, guests be respectful of our property, and we do not allow parties of any kind. These rules are clearly doc[1]
Security and Operation Plan:	See Exhibit 1.
Sanitation Plan:	We will regularly inspect grounds of our property and promptly eliminate trash and debris from the premises. Guests will have access to sanitation information and trash collection information. We will maintain the appropriate number of sanitation bin[1]
Off-Street Parking Spaces:	1

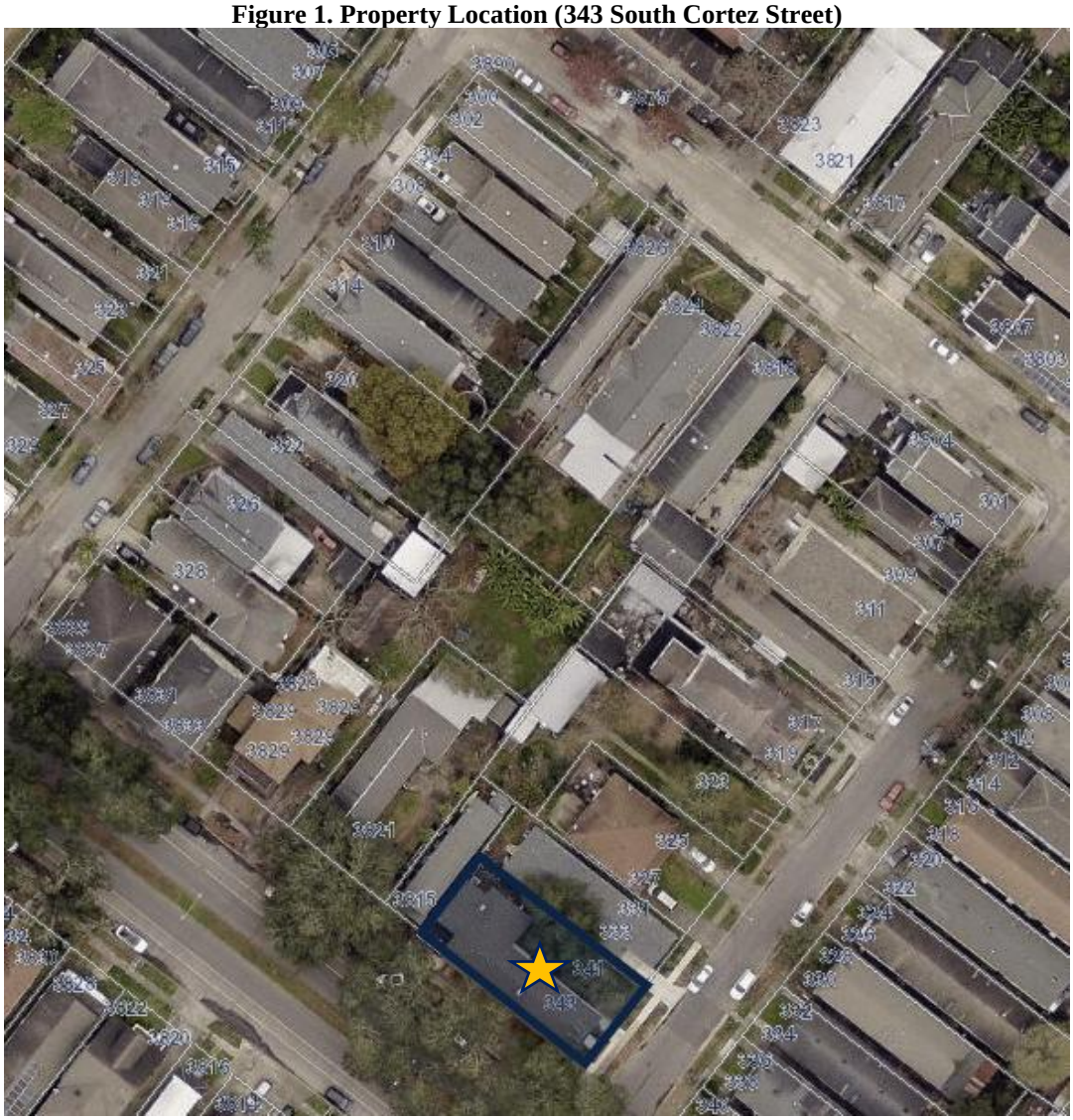
[1] The applicant did not have sufficient space in the application form to complete their sentence. The City Planning Commission does not edit these responses, outside of formatting for readability.

DESCRIPTION

The site in question is in the Mid-City Neighborhood with frontage on South Cortez Street bounded by Palmyra Street, South Scott Street, and Banks Street. Lots 12 and 13 are corner lots that are rectangular in shape and measure approximately 46 feet in width, 100 feet in depth, and 4,600 square feet in area. The subject site is currently developed as a two-story, two-family dwelling, and the surrounding neighborhood is residential in nature with two-family and single-family dwellings lining the block. There does not appear to be any vacant lots along the block or within the square. The subject site has frontage along a one-way street, and fronts onto an interior local street which has the lowest speed limits and capacities in the road network hierarchy. The subject site is adjacent to Banks Street which is a major transit corridor with some commercial uses.

The zoning of the subject site is HU-RD2 Historic Urban Two-Family Residential District and is intended to provide for two-family development on smaller lots in older, densely populated urban sections of the City mixed with detached single-family dwellings. Limited non-residential uses such as places of worship, historic neighborhood commercial establishments, and recreational facilities may be allowed.

Figure 1. Property Location (343 South Cortez Street)



(*Source: Property Viewer)*

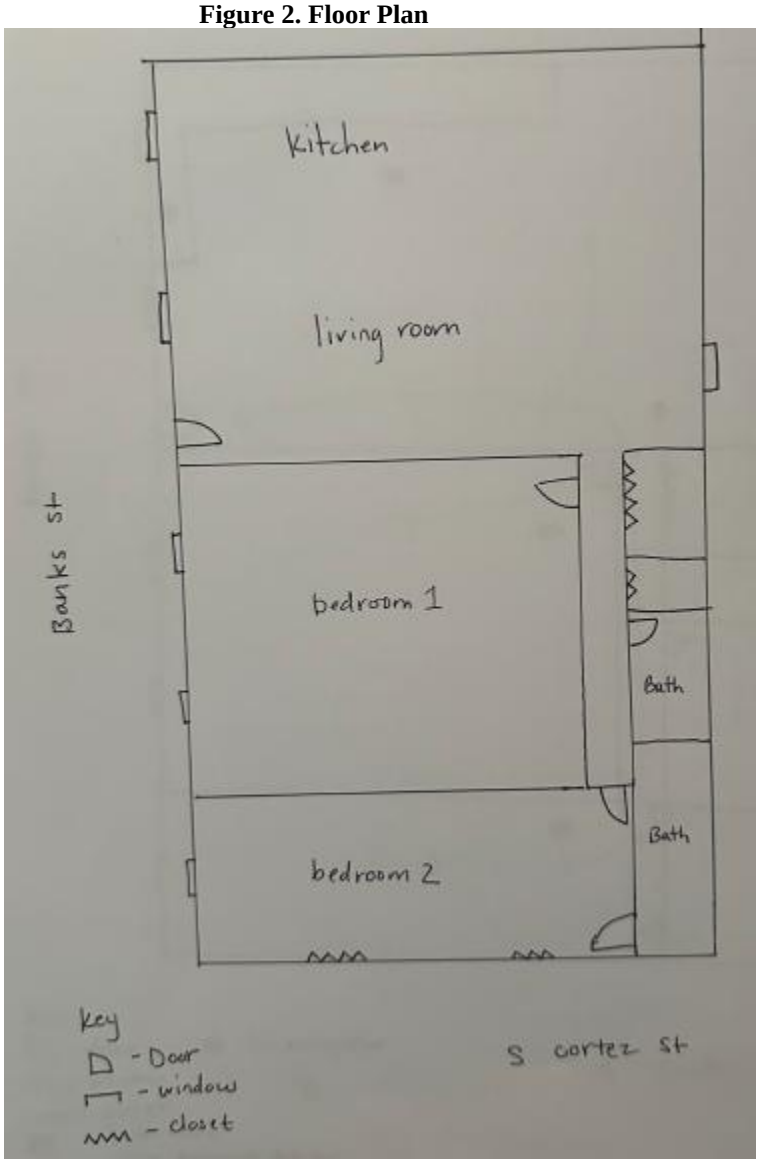
HISTORICAL CONTEXT

The owner operated a short-term rental (STR) at the subject property beginning in 2017, and there were no violations found for the property related to the owner.

PROPOSED NSTR INFORMATION

The proposed NSTR is located within one (1) unit of a two-story two-family dwelling. The floor plan provided by the applicant indicates the proposed NSTR has two (2) bedrooms, two (2) bathrooms, a kitchen, a living room, and one (1) egress point that leads to the front yard of the home. The applicant has indicated that they will be providing one (1) off-street parking space located in the garage of the home. The proposed NSTR would be limited to four (4) guests. The applicant is the owner and operator, and they live onsite within the other unit of the home.

Figure 2. Floor Plan

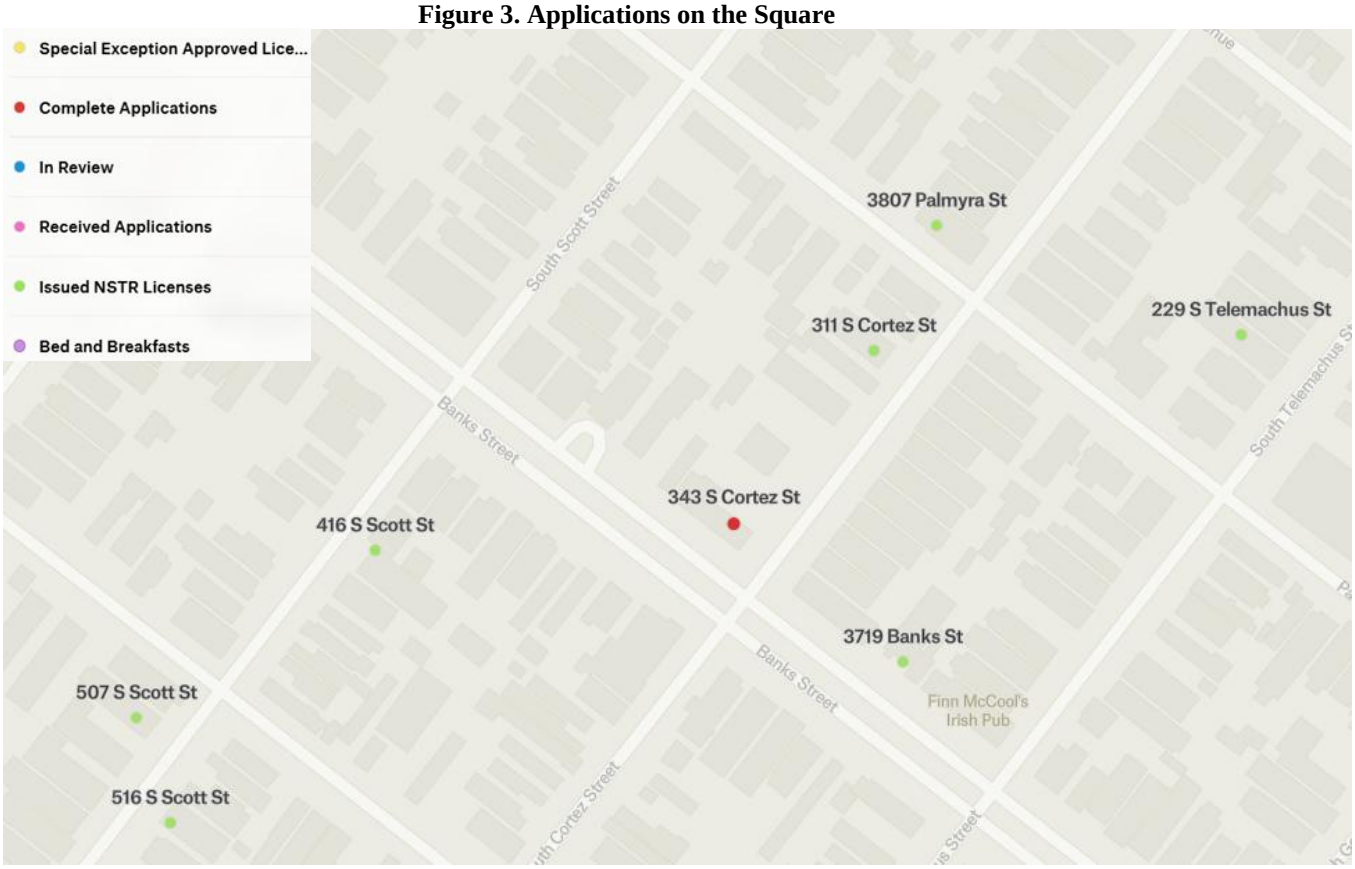


(*Source: Applicant Provided)*

ADDITIONAL APPLICATIONS ON THE SQUARE

The requested NSTR is eligible for a special exception due to an existing licensed non-commercial short-term rental on the square located at 311 South Cortez Street; this application was automatically diverted to the special exception process. At the time of writing this report, this is the first application transmitted to the City Council on this square and the City Planning Commission has not received any additional special exception requests for this square. The affirmative request was first submitted to the City Planning Commission on April 22, 2025.

Figure 3. Applications on the Square



(*Source: City Planning Commission, Special Exception Map*)

REASON FOR THE REQUEST

Per **Article 21, Section 21.8.C.18.r** of the Comprehensive Zoning Ordinance a Non-Commercial STR Special Exception permit may be pursued. The City Planning Commission staff is required to make a recommendation within 60 days of receipt of a complete application. The City Council has 60 days from receipt to act.

COMPLIANCE WITH REVIEW STANDARDS:

Section 21.8.C.18.r of the Comprehensive Zoning Ordinance establishes six review standards to consider when evaluating NSTR Special Exception Permit request. The City Planning Commission has interpreted a means of evaluation, requiring applications to meet a minimum of four (4) out of the six (6) criteria to justify a recommendation of approval. These review standards are listed in bold below with the City Planning Commission's staff analysis below each standard.

1. ***Is the requested increase compatible with the surrounding land uses and structures?***

   This criterion is **met**. The subject square is zoned HU-RD2 Historic Urban Two-Family Residential District, however, there is one parcel zoned HU-B1A Historic Urban Neighborhood Business District. The area is zoned non-residentially, and it is currently operating as a personal service establishment. The mixed zoning of the square can be considered compatible with the surrounding land uses.

   Mixed-use squares are considered favorable conditions of squares for non-commercial short-term rentals. Non-residential impacts are expected and considered less obtrusive to residential uses, compared to the potential impact if the square is purely residential. The mixed-use nature of the square is considered compatible.

2. ***Are there unique geographic considerations which would mitigate the impact of an additional non-commercial short term rental use within the block?***

   This criterion is **not met**. There must be physical geographic features within the subject square of the subject property, including (but not limited to) the number of adjacent vacant lots, proximity to natural, topographical elements, and built-environment infrastructure that would reduce the potential for disruptions of the surrounding area. For a feature to qualify as a unique geographic consideration, it must directly impact or be adjacent to the site.

   When analyzing the subject site and the surrounding block, there appears to be a high number of residential properties in proximity. The block is comprised primarily of residential dwellings, and there does not appear to be any vacant lots adjacent to the subject property, dead-end streets, or adjacency to natural features which would be considered a mitigating factor. There is no unique geographic consideration within the lot, nor in the immediate block area to suggest mitigation of an additional NSTR at this location.

3. ***Are there unique use conditions in the surrounding areas which would be well served by or mitigate the impact of an additional non-commercial short term rental use within the block?***

   This criterion is **met.** This standard includes reviewing the surrounding area in proximity, which is defined as one city block in each direction (see **Figure 4**). Surveying the eight (8) surrounding blocks, there are multiple non-residential uses in the area, including a personal service establishment, restaurant, and a bar. The surrounding neighborhood contains both residential and commercial uses. Non-residential impacts are expected and considered less obtrusive to residential uses, compared to the potential impact if the square is purely residential. Therefore, this application offers unique use conditions which could mitigate the impacts of an additional non-commercial short-term rental.

Figure 4. Surrounding Area for Analysis Boundaries



4. ***Will the additional non-commercial short term rental use increase traffic and safety hazards?***

This criterion is **met.** The standard requires a review of the surrounding area, defined as one city block in each direction (see **Figure 4**). The subject site has frontage along a one-way street, and fronts onto an interior local street which has the lowest speed limits and capacities in the road network hierarchy. There is a BlueBike station located at the corner of South Telemachus Street and Banks Street. Due to the walkable nature of the area and

the availability of transit alternatives located within the surveyed area, the introduction of an additional non-commercial short-term rental is unlikely to lead to a substantial increase in traffic congestion in the surrounding area.

5. ***Will the additional non-commercial short term rental use create parking issues around the block or in the surrounding areas?***

   This criterion is **met.** The proposed NSTR has two (2) bedrooms available for rent for a maximum of four (4) people in the rental. The applicant has indicated that there is one (1) off-street parking spot located in the garage of the home. In the unlikely event that all four (4) guests of the rental each have their own individual car, there is at least one (1) off-street spot available in the garage of the home. Further, aerial imagery shows many vacant on-street parking spaces along both sides of South Cortez Street as most of the homes with frontage along South Cortez Street provide off-street parking in the form of a driveway or garage. The site is not within the Residential Parking Permit (RPP) Zone program, and there does not appear to be any reserved accessible parking spaces.

6. ***Will the additional non-commercial short term rental use impair the health, safety, and welfare of the neighboring properties?***

   This criterion is **met**. The applicant has implemented comprehensive operational guidelines, including quiet hours, noise and occupant limits, waste management, and recycling protocols. These measures are designed to reduce disturbances and promote responsible use of the property. Additionally, the applicant resides onsite, which allows for active, on-site monitoring and immediate response to any potential issues, further mitigating impacts on the surrounding neighborhood.

   The applicant's efforts are further supported by community feedback documented in the applicant-provided NSTR Summary Report. At the Neighborhood Participation Program (NPP) public meeting held on April 10, 2025, which had two (2) attendees, and the applicant received three (3) comment cards and emails in support (See Exhibit 2). These factors collectively underscore the applicant's commitment to maintaining a positive relationship with both the neighborhood and guests, ensuring minimal disruption to the community.

STAFF RECOMMENDATION

The staff finds that the request meets criterion 1, 3, 4, 5, and 6 of the review standards; therefore, the City Planning Commission staff recommends **APPROVAL** of **Non-Commercial STR Special Exception Docket 066/24** (24-SPEX-11106, 24-NSTR-11106), subject to final review by the Short-Term Rental Administration for continuing compliance with the regulations.

Exhibit 1

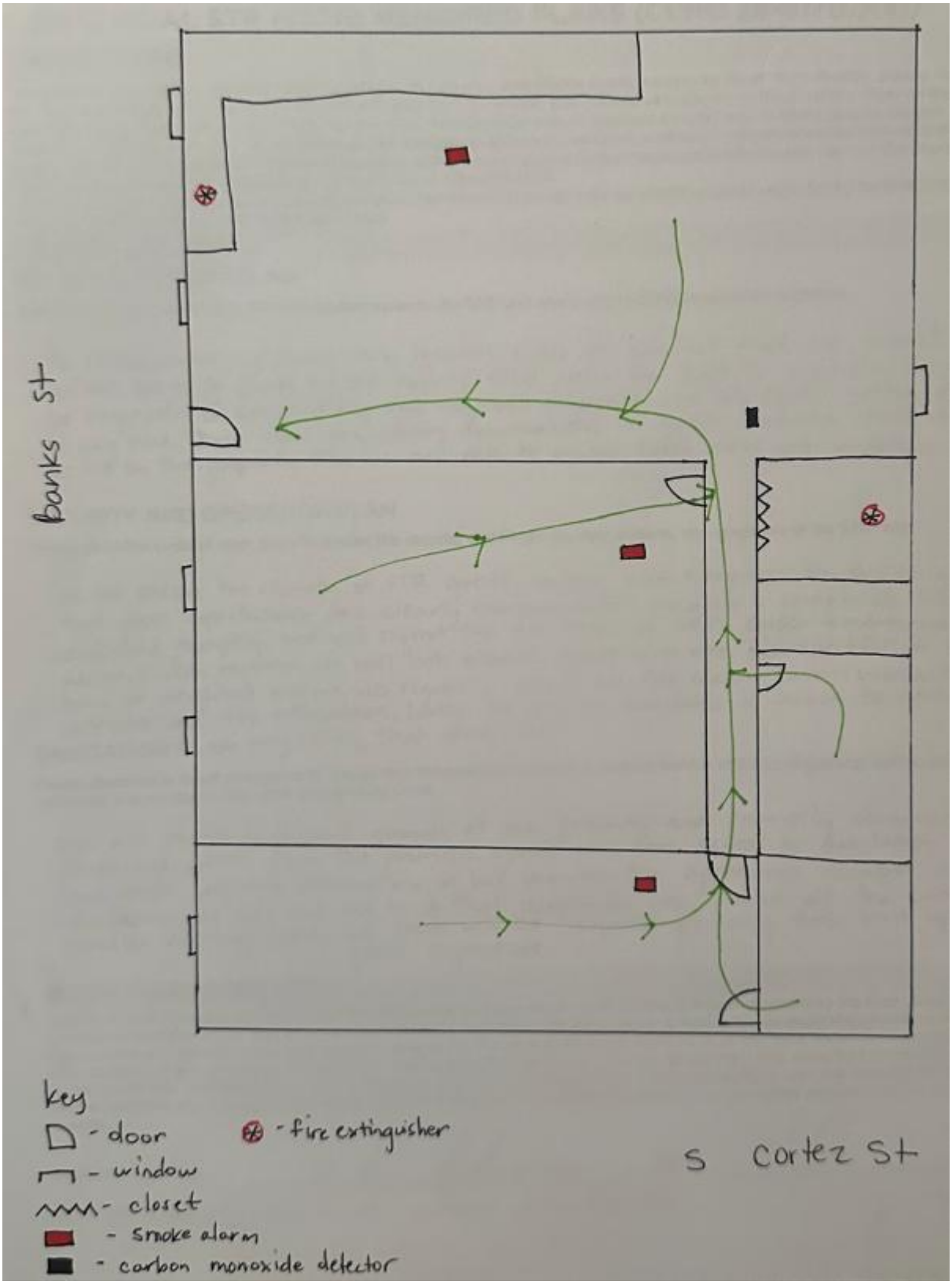

banks st
key
- door
- window
- closet
- smoke alarm
- carbon monoxide detector
- fire extinguisher
S cortez St

Exhibit 2

NPP MEETING COMMENT CARD

DATE: April 10th 2025

NAME/ADDRESS OF PROJECT: 343 S Cortez St

COMMENT/QUESTION:

I live next door and never had a single issue with anyone who ever stayed here as part of the short-term rental. Not one.

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

Gmail

Andree Schneider <andreekschneider@gmail.com>

AirBNB support

1 message

Murphy, Jaclyn P. <jmurp6@lsuhsc.edu> Thu, Feb 20, 2025 at 1:00 PM
To: "andreekschneider@gmail.com" <andreekschneider@gmail.com>

To whom it may concern,

I am fully in support of Andree's continued AirBNB provisions; her business nor her renters have ever caused any issues with my day-to-day living, nor my personal and/or guest parking, nor any other issues. Her guests are always very pleasant, friendly, and enjoyable. Most often, I hardly even notice that they are there! And frankly, I appreciate having people around because I work odd hours at the hospital and my other adjacent neighbor is rarely home, so it actually provides me with a sense of safety and comfort having the guests in-and-out.

I hope this email is sufficient to express my support for the AirBNB renewal of her property. If you have any further questions or concerns, or require any further formal statement(s) from me, please do not hesitate to contact me at the cell phone number listed below.

Best Wishes,

Jaclyn P. Murphy, MS



LSU Health NEW ORLEANS

MD Candidate | Class of 2026
Aesculapian Society | MS-3 Class Coordinator
Association of Women Surgeons | Exec. Board
LSUHSC New Orleans | School of Medicine
(504) 717-0896 | Jmurp6@lsuhsc.edu

THE UNIVERSITY of NEW ORLEANS
DEPARTMENT OF LANGUAGE AND LITERATURE

To Whom It May Concern, I am writing in support of Andree Schneider's renewal request for an AirBNB license.

My husband, Guerry M. Smith, and I have lived next door, at 331 S. Cortez Street, since 2017. For as long as we have been here, Andree has been a great neighbor, and her guests have not caused any issues.

The guests that stay in Andree's apartments keep a low-profile. We rarely see them, and when we do, it is only when they are being dropped off by a car service with their luggage. I'd also like to note that the length of Andree's home runs along Banks Street, and there is ample parking for her guests alongside her home.

If you would like to inquire further, please do not hesitate to contact us.

Sincerely,

Janet Smith

504-231-3922

CITY OF NEW ORLEANS ONE STOP PERMITS & LICENSES

NON-COMMERCIAL SHORT TERM RENTAL SPECIAL EXCEPTION APPLICATION

Email this application to str.specialexception@nola.gov

Property Address: 343 S Cortez St

Square ID: 50005768 Square Name: 734 Zoning: HU-RD2 Council District: A

Type of Building: Two-Family (Double)

Total Number of Bedrooms in Home: 6 Total Number of Bedrooms Being Rented: 3

Maximum Number of Guests: 4 Partial or Whole Unit: Whole Unit

APPLICANT INFORMATION

Name: Schneider Andree

Mailing Address: 341 S Cortez St

Mailing City: New Orleans Mailing State: LA Mailing Zip: 70119

Email: andreekschneider@protonmail.com Phone: (504) 920-8823

OPERATOR INFORMATION

Operator Identity: Owner

Name (Legal): Andree Schneider

Preferred Name (if different from legal name):

Tax Address: 341 S Cortez St

Email: andreekschneider@protonmail.com Primary Phone: 5049208823 Secondary Phone:

Operator Permit Number or Application Reference Code:

Operator Permit Expiration Date (if issued):

ADVERTISING PLATFORMS

Platform Name (eg Airbnb, VRBO)	Listing URL (full web address of listing)
Airbnb	https://www.airbnb.com/slink/wlKLfABj

REQUIRED PLANS

Noise Abatement Plan: As homeowners, we have very specific rules of conduct that we expect our airbnb guests to abide by. We require that noise be kept to a minimum, guests be respectful of our property, and we do not allow parties of any kind. These rules are clearly doc

Sanitation Plan: We will regularly inspect grounds of our property and promptly eliminate trash and debris from the premises. Guests will have access to sanitation information and trash collection information. We will maintain the appropriate number of sanitation bin

ATTESTATIONS

Operator will perform daily visual inspections of the property: AKS

Operator will ensure regular litter and trash collection: AKS

CITY OF NEW ORLEANS ONE STOP PERMITS & LICENSES

The dwelling unit has no outstanding property taxes, City liens associated with the lot of record, nor does the owner owe any other outstanding taxes, fines, fees, or penalties levied by the City. Further, the property does not have any unabated conditions which violate the City Code: AKS

ATTESTATIONS, CONTINUED

The dwelling unit complies, and will comply during any short term rental of the dwelling unit, with all standards contained in the City's Minimum Property Maintenance Code and all health safety requirements contained in the Building Code:: AKS

The dwelling unit has working smoke detectors inside and outside every bedroom, carbon monoxide detectors outside every bedroom, and has a properly maintained and charged fire extinguisher on all habitable floors: AKS

The dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short term rentals, including but not limited to: homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions: AKS

The Owner has read, understands, and agrees to comply with all legal duties imposed by the New Orleans City Code Chapter 26 and the Comprehensive Zoning Ordinance: AKS

The Owner possesses insurance that meets the requirements of City Code Sec 26-618(A)(1): AKS

The Owner will not discriminate in the rental guest-use or rental of a short term rental, and will comply with all applicable anti-discrimination laws, including but not limited to: Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), and the Americans with Disabilities Act (ADA): AKS

TRAINING

Owner Training Date/Code: 5/21/2024 Operator Training Date/Code: 5/21/2024

LOTTERY

Lottery eligible: 5/21/2024 Number of applications on same square:

Lottery Date: Lottery rank:

FEES

A $500.00 application fee is required for your NSTR Special Exception request to be reviewed. If your application is approved, you will need to pay the $500.00 NSTR Permit Fee at that time.

ACKNOWLEDGMENTS

I (We) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meets the requirements of Article 21 of the Comprehensive Zoning Ordinance to submit this application. I (We) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application null and void. I (We) the undersigned owner and operator of the property identified above hereby submit for you the approval of the above stated request.

Property Owner Name/Signature Andreé Schneider Date 3/20/25

Operator Name/Signature Andreé Schneider Date 3/20/25

Date of Report: April 11th, 2025
Project Name: 343 S Cortez St NSTR
Contact: Andree Schneider, andreekschneider@protonmail.com, 504-920-8823, 341 S Cortez St. New Orleans, LA 70119

Overview
This report provides results of the implementation of the 343 S Cortez St NSTR Neighborhood Participation Program located at 341 S Cortez St at the intersection of Banks and S. Cortez St. The applicant intends to file a special exception application for a non-commercial short-term rental. This report provides a summary of contacts with citizens, neighbors, public agencies, and interested parties. Opportunities have been provided to learn about and comment on the proposed plans and actions. Comments, sign-in lists, petitions, letters, summary sheets and other materials are attached.

Neighborhood Participation Meetings
The following dates and locations of all meetings where citizens were invited to discuss the applicant's proposal:

- Thursday, April 10th @ 7:30pm CST – (341 S Cortez St.)

Correspondence and Telephone Calls

- March 25th, 2025 – notice letters mailed and handed out to NPP Contact List and emailed to neighborhood associations and the district councilmember

Results
31 persons/addresses were invited to the NPP meeting.
Concerns, issues, and problems expressed by attendees:

- No issues or concerns were expressed by attendees

Dear City Council,

Please see response below which addresses the six approval criteria in relationship to the proposed NSTR located at 343 S Cortez St.

1. **Is the requested increase compatible with the surrounding land uses and structures?**
    - Property is zoned historic urban two family residential, however there are commercial uses within the subject square and within the confines of one city block adjacent to the subject square that will benefit from the non-commercial short-term rental.
    - There is significant non-residential activity along Banks St for the subject square and each adjacent block facing Banks Street associated with Finn McCool's Restaurant & Bar, Mona's Restaurant, Mona's International Grocery, Silmarc Barber Shop, and Neecy's Beauty Salon. The subject non-commercial short-term rental fronts this section of Banks Street.
    - Associated land use, pedestrian, bicycle, and vehicular traffic along this section of Banks Street is consistent with mixed-use development/zoning which is a favorable condition for the requested license.

2. **Are there unique geographic considerations which would mitigate the impact of an additional non-commercial short term rental use within the block?**
    - There are two unique geographic considerations which would mitigate the impact of an additional non-commercial short-term rental use.
        i. The subject property is approximately 50' wide, about double the width of the vast majority of lots along S. Cortez Street. Geographically, the main structure is situated adjacent to Banks Street and only approximately 25' wide leaving approximately a 25' buffer of green space between the subject non-commercial short-term rental and the adjacent structure on S. Cortez Street, approximately equivalent to a vacant lot, and a unique geographical feature for this block.
        ii. The subject non-commercial short term rental fronts onto Banks Street, a wide parkway Boulevard section with a grassy median and lined with massive live oak trees, creating a significant buffer between the subject non-commercial short-term rental and residential and commercial land uses on the other side of Banks Street.

3. **Are there unique use conditions in the surrounding areas which would be well served by or mitigate the impact of an additional non-commercial short-term rental use within the block?**
    - There are unique use conditions in the surrounding area which would be well served by the additional non-commercial short term rental unit within the block. There are non-residential uses that create local demand for visitors of the subject short-term rental within the confines of one city block adjacent to the subject

square, including restaurants/bars, retail goods establishments and personal service establishments. These include: Finn McCool's Restaurant and Bar, Mona's Restaurant, Mona's International Grocery, Silmarc Barber Shop, and Neecy's Beauty Salon. In addition, within the confines of the second city block adjacent to the subject square, there is the landmark restaurant, Mandina's, as well as Rosella's across the street.

4. **Will the additional non-commercial short-term rental use increase traffic and safety hazards?**
    - The non-commercial short-term rental use will not increase traffic and safety hazards. The non-commercial short-term rental has access to alternative transportation methods within the confines of one city block adjacent to the subject square. The subject short-term rental is located directly on Banks Street with dedicated bike lanes and pedestrian sidewalks lining the subject square and adjacent city blocks providing safe pedestrian and bicycle access to all non-residential points of interest to visitors noted in section 3. This results in safe and efficient pedestrian and bicycle access throughout this area.
    - There is also quick and efficient pedestrian access to the RTA Canal Streetcar transit system within the confines of two city blocks adjacent to the subject square. This provides excellent access to major visitor attractions such as downtown, the French Quarter, Riverfront, and the St. Charles Street Car line.
    - The subject property is located at the corner of Banks Street and S. Cortez Street, however the short-term rental faces Banks Street, an urban connector street which is a parkway boulevard section with one lane of traffic in either direction, dedicated bike lanes, and pedestrian sidewalks on both sides along Banks Street with on street parking. It also has a grassy median providing enhanced safety for pedestrians crossing Banks Street. This is a low traffic, low speed collector roadway. The features noted above create a safe complete streets roadway ideal for non-commercial short-term rental use.
    - It should also be noted that the subject property is zoned two-family residential however only one unit of the subject property is occupied full time by the owner. If the second unit was rented out full time, it would result in more traffic demand than a non-commercial short-term rental as the occupancy rate for short-term rentals is much less than a full time long-term rental use.

5. **Will the additional non-commercial short term rental use create parking issues around the block or in the surrounding areas?**
    - **T**he additional non-commercial short term rental use should not result in parking issues around the block or in the subject area. There is currently two off-site parking spaces on the subject property in the form of a two-car garage. The current owner/occupant only has one car leaving available an off-site parking space in the event a guest arrives by car. In addition, the subject property currently has approximately 40' of frontage for on-street parking along S. Cortez Street and approximately 80' of available on-street parking along Banks Street

(does not include the subject property 20’ driveway along Banks Street). This results in the equivalent of approximately 6 on-street parking spots adjacent to the subject property of which none are used by the owner due to the on-site 2-car parking garage.

- There are no known instances of prohibitive parking such as handicapped parking, tow-zone, etc. around or adjacent to the subject property square.
- It should also be noted that the subject property is zoned two-family residential however only one unit of the subject property is occupied full time by the current owner. If the second unit was rented out full time, it would result in more parking demand than a non-commercial short-term rental as the occupancy rate for short-term rentals is much less than a full time long-term rental use.
- Furthermore, most Airbnb guests arrive by ride share service further minimizing the parking impact for the neighborhood.

6. **Will the additional non-commercial short term rental use impair the health, safety, and welfare of the neighboring properties?**
    - The additional non-commercial short-term rental use will not impair the health, safety, and welfare of the neighborhood properties.
    - As requested, an NPP meeting was held with neighbors and comments/discussion relative to the non-commercial short-term rental were favorable. Discussion topics included the renewal of the non-commercial short-term rental permit and NPP meeting attendees had no opposition. Additionally, favorable comments were left by one NPP meeting attendee who lives directly adjacent to subject property (see attached comment card).
    - Furthermore, prior to the NPP meeting being held, I received favorable letters from both adjacent neighbors indicating that they were in full support of the renewal of my non-commercial short-term rental permit (see attached letters).
    - I have successfully operated my short-term rental units for 7 years under permits provided by the City. I have never received an instance of a noise complaint or any other type of complaint. Furthermore, I have maintained Superhost status throughout my tenure as an Airbnb host, for approximately 7 years. I have attached copies of my evacuation plan, noise abatement plan, and sanitation plans for reference.
    - The subject property’s owners will be onsite during all Airbnb tenants stays and if any instances of disorderly conduct do arise, they will be addressed immediately. It should be noted that this type of instance has never occurred during the prior 7 year Airbnb hosting term. Additionally, guests are required to empty trash bins prior to departure and the subject property’s owner will see to it that all sanitation rules are followed in a timely manner.

NPP Meeting Contact List

Residents and Current Owners within 100 Ft Radius - Delivery Method Hand Delivery or USPS Mail

Name	Mailing Address	Mailing City	Mailing St	Mailing Zip
3815 Banks LLC	4 Sanctuary Ln	Metairie	LA	70006
Current Resident	325 S Cortez St	New Orleans	LA	70119
Current Resident	327 S Cortez St	New Orleans	LA	70119
Current Resident	328 S Cortez St	New Orleans	LA	70119
Current Resident	330 S Cortez St	New Orleans	LA	70119
Current Resident	332 S Cortez St	New Orleans	LA	70119
Current Resident	333 S Cortez St	New Orleans	LA	70119
Current Resident	334 S Cortez St	New Orleans	LA	70119
Current Resident	336 S Cortez St	New Orleans	LA	70119
Current Resident	338 S Cortez St	New Orleans	LA	70119
Current Resident	340 S Cortez St	New Orleans	LA	70119
Current Resident	342 S Cortez St	New Orleans	LA	70119
Current Resident	343 S Cortez St	New Orleans	LA	70119
Current Resident	3815 Banks St	New Orleans	LA	70119
Current Resident	3829 Banks St	New Orleans	LA	70119
Current Resident	3829 Banks St Apt 101	New Orleans	LA	70119
Current Resident	3829 Banks St Apt 102	New Orleans	LA	70119
Current Resident	3829 Banks St Apt 201	New Orleans	LA	70119
Current Resident	3829 Banks St Apt 202	New Orleans	LA	70119
Famille Holdings LLC	PO Box 9174	Metairie	LA	70055
George W Stemley	2616 Prentiss Ave	New Orleans	LA	70122
Guerry M Smith	331 S Cortez St	New Orleans	LA	70119
Henry Holmes	ET Al 5329 N Rampart St	New Orleans	LA	70117
Morris Kirschman & Company LLC	2621 Cleveland Ave	New Orleans	LA	70119
Pauline K Meggs	3821 Banks St	New Orleans	LA	70119
Phillip Keese	1428 W Peters Colony Rd	Carrollton	TX	75007
Schneider Andree	341 S Cortez St	New Orleans	LA	70119
Swayze Properties LLC	325 Eleonore St	New Orleans	LA	70115
Tracy L Melsheimer	323 S Cortez St	New Orleans	LA	70119

Neighborhood Associations (Delivery Method Email Only)

Organization Name	Mid City Neighborhood Organization
Point of Contact	Emily Leitzinger

Phone Number	504-507-0831
Email	president@mcno.org
Street Address	P.O. Box 791023
City	New Orleans

Organization Name	Greater Mid-City Business Association
Point of Contact	Tim Levy
Email	tlevy@pelhughes.com
Street Address	PO Box 791041
City	New Orleans
Zip	70119

[DISTRICT A] City Council Representative - Delivery Method Email Preferred

Council Member	Joseph I. Giarrusso III
Council Member Address	City Hall, Room 2W80
Council Member Email	Joseph.Giarrusso@nola.gov
Council Member Phone	(504) 658-1010

City Planning Commission - Delivery Method Email Preferred

Email Address	CPCinfo@nola.gov

Buffer Area

March 26, 2024

Dear Neighbor,

I own the property at 341-343 S Cortez Street. I would like to operate a non-commercial short-term rental unit at this location as I have done for the last 7 years until the change in City policy regarding short-term rentals late last year.

The site is located in an HU-RD2 Historic Urban Two-Family Residential District. As per Ordinance No. 29382, we are required to apply for approval through the special exception process. The site is a two-story non-commercial structure with a total square footage of 3,600 sq. ft.

Because you are a neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what we propose and address any questions or concerns that you may have. Our application must be heard by the City Council, and we are required to do this before we submit our application to the City Planning Commission.

The meeting will take place:
Date: Thursday, April 10th
Time: 7:30pm
Location: 341 S Cortez St (Upstairs)

This letter is being delivered through US Mail and through hand delivery. At the meeting, I will provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the plans. I have enclosed my site plans to give you a better idea of what we'd like to do. If we receive approval, we will operate a non-commercial short-term rental at this location.

If you are unable to attend and would like to receive information from the meeting, or have any additional questions or comments, please feel free to contact me. I hope to see you at the meeting on April 10th.

Sincerely,

Andree Schneider
504-920-8823
andreekschneider@protonmail.com

Site Plan Overview
341 – 343 S Cortez St



SE066-24

NPP MEETING COMMENT CARD

DATE: April 10th, 2025

NAME/ADDRESS OF PROJECT: 343 S Cortez St

COMMENT/QUESTION:

I live next door and never had a single issue with anyone who ever stayed here as part of this short-term rental. Not one.

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE:

NAME/ADDRESS OF PROJECT:

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE: April 10th, 2025

NAME/ADDRESS OF PROJECT: 343 S Cortez St.

COMMENT/QUESTION:

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING COMMENT CARD

DATE:

NAME/ADDRESS OF PROJECT:

COMMENT/QUESTION:

1691

CONTACT (OPTIONAL)

NAME:

EMAIL:

ADDRESS:

NPP MEETING SIGN-IN SHEET

Meeting Date/Time: April 10th @ 7:00pm

Meeting Location: 341 S Cortez St New Orleans, LA 70119

Project Name/Address: 343 S Cortez St NSTR

Name	Organization	Address	City, State, Zip	Phone	Email Address
Gwen Smith		331 S. Cortez	New Orleans	504-247-1673	Gwen.Smith@Gmail.com
[illegible]	DRCNO	319 S. Genois	NOLA 70119	215-573-5199	[illegible] SOUTH.NET

NPP Meeting Agenda

343 S Cortez St NSTR Neighborhood Participation Meeting

Date: Thursday April 10th, 2025 @ 7:30pm
Location: 341 S Cortez St. New Orleans, LA 70119

I. Welcome
- Introduction of speaker (homeowner, Andree Schneider)
- Tour of the space proposed for NSTR rental.
- Overview of site plan and floor plan of proposed project.

II. Description of the Project
- Description of the project proposal for 343 S Cortez St NSTR.
- Notation of zoning as Historic Urban Two-Family Residential District.
- Total square footage of the rental unit is roughly 1100 square feet.
- Discussion of how proposal will impact and benefit the immediate neighborhood.

III. Public Comment
- Comment cards handed out to Neighborhood Participation Meeting attendees.

IV. Summary
- Comments and feedback were positive and no issues were identified.

V. Next Steps
- Provided attendees with timeline for submitting special exception application for 343 S Cortez St. NSTR.

SE066-24

AirBNB support

1 message

Murphy, Jaclyn P. <jmurp6@lsuhsc.edu> Thu, Feb 20, 2025 at 1:00 PM
To: "andreekschneider@gmail.com" <andreekschneider@gmail.com>

To whom it may concern,

I am fully in support of Andree's continued AirBNB provisions; her business nor her renters have ever caused any issues with my day-to-day living, nor my personal and/or guest parking, nor any other issues. Her guests are always very pleasant, friendly, and enjoyable. Most often, I hardly even notice that they are there! And frankly, I appreciate having people around because I work odd hours at the hospital and my other adjacent neighbor is rarely home, so it actually provides me with a sense of safety and comfort having the guests in-and-out.

I hope this email is sufficient to express my support for the AirBNB renewal of her property. If you have any further questions or concerns, or require any further formal statement(s) from me, please do not hesitate to contact me at the cell phone number listed below.

Best Wishes,

Jaclyn P. Murphy, MS



LSU Health NEW ORLEANS

MD Candidate | Class of 2026
Aesculapian Society | MS-3 Class Coordinator
Association of Women Surgeons | Exec. Board
LSUHSC New Orleans | School of Medicine
(504) 717-0856 | Jmurp6@lsuhsc.edu

THE UNIVERSITY of NEW ORLEANS
DEPARTMENT OF LANGUAGE AND LITERATURE

To Whom It May Concern, I am writing in support of Andree Schneider's renewal request for an AirBNB license.

My husband, Guerry M. Smith, and I have lived next door, at 331 S. Cortez Street, since 2017. For as long as we have been here, Andree has been a great neighbor, and her guests have not caused any issues.

The guests that stay in Andree's apartments keep a low-profile. We rarely see them, and when we do, it is only when they are being dropped off by a car service with their luggage. I'd also like to note that the length of Andree's home runs along Banks Street, and there is ample parking for her guests alongside her home.

If you would like to inquire further, please do not hesitate to contact us.

Sincerely,

Janet Smith

504-231-3922

From: andreekschneider@protonmail.com
To: Mercedes Rivas
Subject: Fw: NPP Meeting Invitation - 343 S Cortez St
Date: Monday, April 28, 2025 4:14:27 PM
Attachments: NPP Letter copy.docx

------- Forwarded Message -------
From: andreekschneider@protonmail.com <andreekschneider@protonmail.com>
Date: On Thursday, March 27th, 2025 at 9:11 AM
Subject: NPP Meeting Invitation - 343 S Cortez St
To: Joseph.Giarrusso@nola.gov <Joseph.Giarrusso@nola.gov>

Good Morning, Councilman Giarrusso,

Please see the attached NPP Meeting Invitation for 343 S Cortez St.

Thank you!
Andree Schneider
andreekschneider@protonmail.com
504-920-8823

From: andreekschneider@protonmail.com
To: Mercedes Rivas
Subject: Fw: NPP Meeting Invitation - 343 S Cortez St
Date: Monday, April 28, 2025 4:14:36 PM
Attachments: NPP Letter copy.docx

------- Forwarded Message -------
From: andreekschneider@protonmail.com <andreekschneider@protonmail.com>
Date: On Thursday, March 27th, 2025 at 9:09 AM
Subject: NPP Meeting Invitation - 343 S Cortez St
To: president@mcno.org <president@mcno.org>

Hello,

Please see attached NPP Meeting Invitation for 343 S Cortez St.

Thank you!
Andree Schneider
504-920-8823

From: andreekschneider@protonmail.com
To: Mercedes Rivas
Subject: Fw: NPP Meeting Invitation - 343 S Cortez St
Date: Monday, April 28, 2025 4:14:40 PM
Attachments: NPP Letter copy.docx

------- Forwarded Message -------
From: andreekschneider@protonmail.com <andreekschneider@protonmail.com>
Date: On Thursday, March 27th, 2025 at 9:12 AM
Subject: NPP Meeting Invitation - 343 S Cortez St
To: CPCinfo@nola.gov <CPCinfo@nola.gov>

Hello,

Please see attached NPP Meeting Invitation for 343 S Cortez St.

Thank you!

Andree Schneider
andreekschneider@protonmail.com
504-920-8823

From: andreekschneider@protonmail.com
To: Mercedes Rivas
Subject: Fw: NPP Meeting Invitation - 343 S Cortez St
Date: Monday, May 12, 2025 11:13:20 AM
Attachments: NPP Letter copy.docx

Hi Mercedes,

Please see attached email to tlevy@pelhughes.com.

Please advise if anything further is needed and when I may expect the invoice.

Thank you!

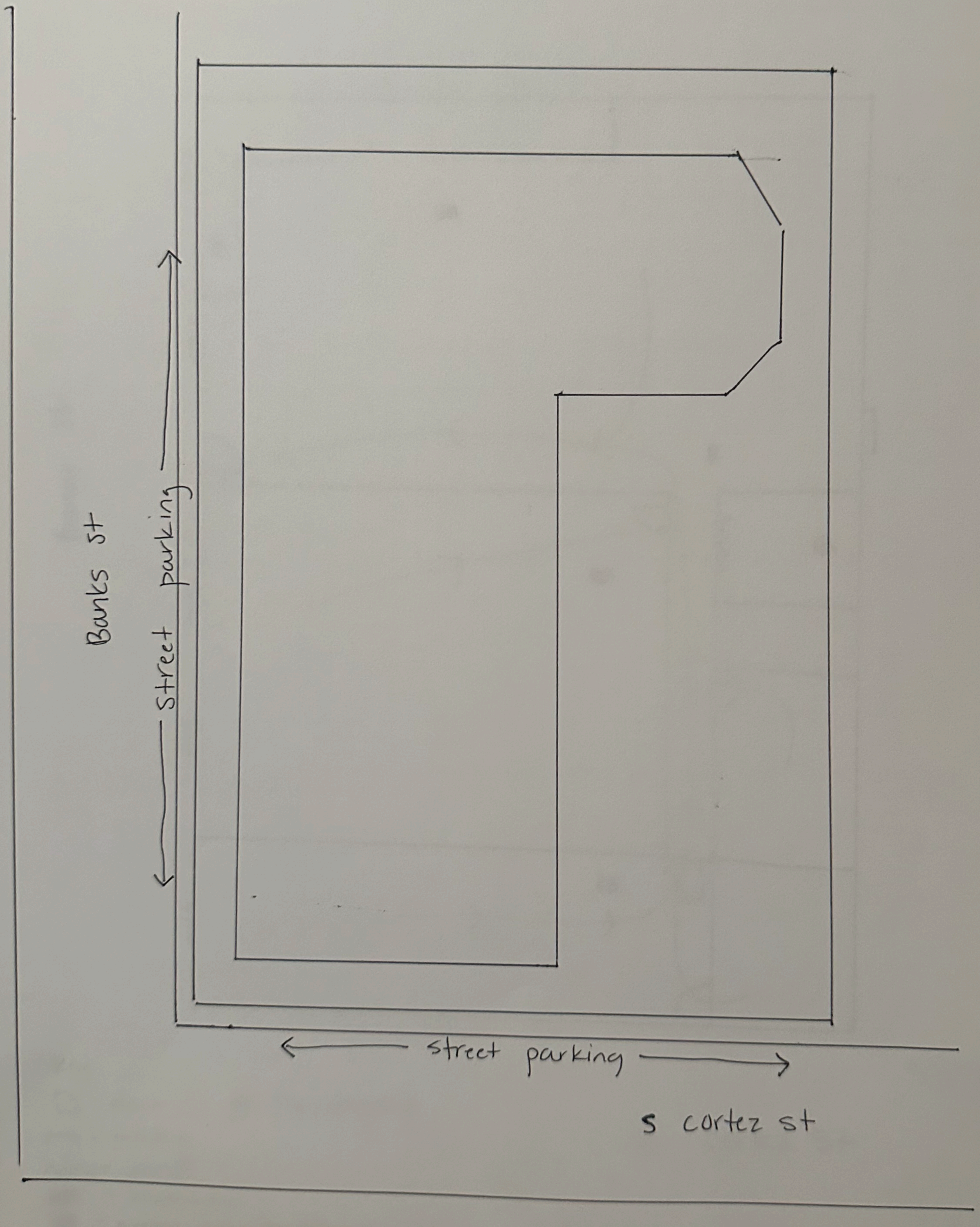
Andree Schneider
504-920-8823
Andreekschneider@protonmail.com

---------- Forwarded message ----------
From: <andreekschneider@protonmail.com>
Date: On Thu, Mar 27, 2025 at 12:08 PM
Subject: Fw: NPP Meeting Invitation - 343 S Cortez St
To: tlevy@pelhughes.com <tlevy@pelhughes.com>
Cc:
Hello,

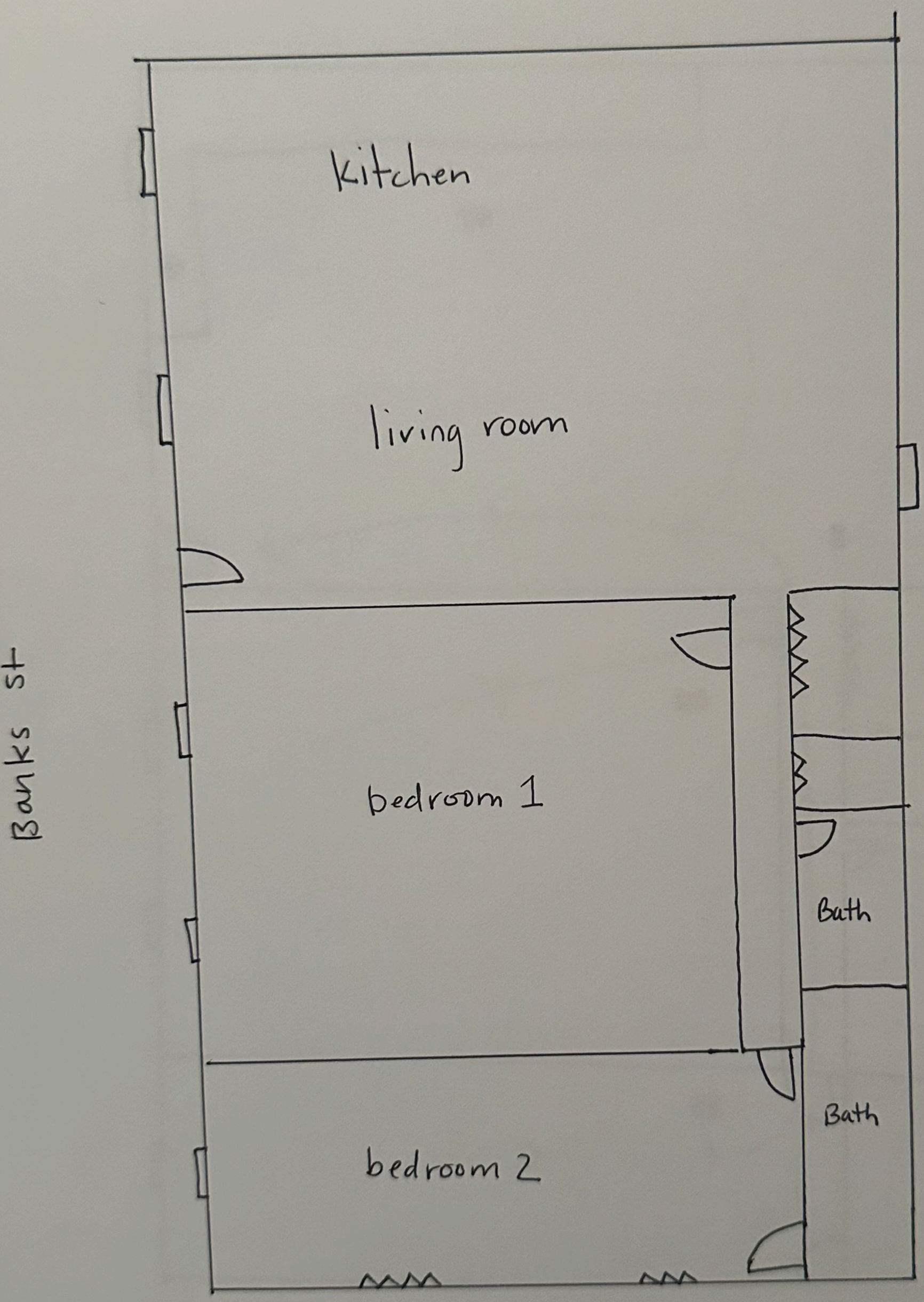
Please see attached NPP Meeting Invitation for 343 S Cortez St.

Thank you!
Andree Schneider
504-920-8823

341 & 343 Site Plan

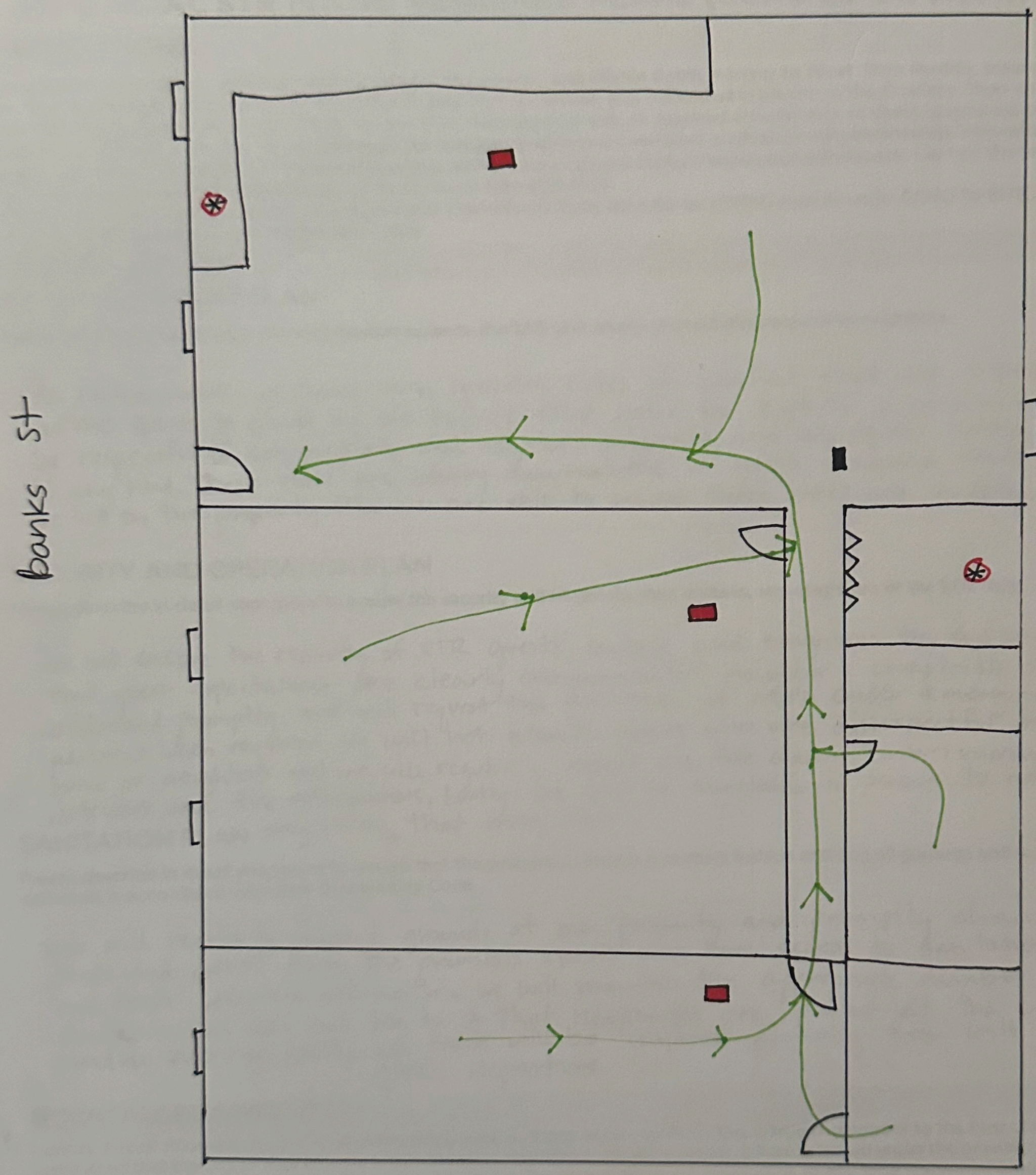


343 S Cortez St
Floor Plan



Key
- Door
- window
- closet

343 S Cortez St
Evacuation Plan



key

- door
- window
- closet
- smoke alarm
- carbon monoxide detector
- fire extinguisher

SE066-24

Don't Drink and Drive

Louisiana

Don't Litter Louisiana



PERSONAL
DRIVER'S LICENSE

LICENSE/ID NO: 008617195
CLASS: E
EXPIRATION DATE: 02-26-2025

DOB 02-26-1988
ISSUE DATE 07-15-2020

SCHNEIDER
ANDREE KRISTINE
341 S CORTEZ ST
NEW ORLEANS, LA 70119-0000

ENDORSEMENTS
NONE

RESTRICTIONS
01

SEX	HGT	WGT	EYES	AUDIT	OFFIC
F	5' 05"	125	BRO	6060	388

PARISH
36



DONOR

1703

MOTION

NO. M-25-448

CITY HALL: August 21, 2025

BY: COUNCILMEMBER GIARRUSSO

SECONDED BY:

WHEREAS, Section 21.8.C.18.m of the Comprehensive Zoning Ordinance ("CZO") permits the issuance of only one non-commercial short-term rental permit within each city block, inclusive of all lots fronting any exterior boundary of said block and all interior lots; and

WHEREAS, CZO Section 21.8.C.18.r authorizes the City Council to grant special exceptions to the one-permit-per-block cap imposed by Section 21.8.C.18.m and to allow for the issuance of up to two additional non-commercial short-term rentals in any given block; and

WHEREAS, Andree Schneider has applied for a special exception from the block limit on non-commercial short-term rentals for the property located in **Square 734** and bearing municipal address **343 South Cortez Street**; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council, having reviewed the report and recommendation provided by the City Planning Commission staff pursuant to CZO Section 21.8.C.18.r, does hereby **GRANT Andree Schneider** a special exception from the Section 21.8.C.18.m block limit on non-commercial short-term rentals for the parcel of property located in **Square 734** and bearing municipal address **343 South Cortez Street** (the "Property"). This special exception is being made in accordance with, and subject to, Section 21.8.C.18.r of the Comprehensive Zoning Ordinance.

BE IT FURTHER MOVED, That if the applicant fails to obtain non-commercial short-term rental owner and operator permits for the Property within 30 days of the adoption of this Motion, or in the event the applicant's owner or operator permit is revoked or the applicant transfers the property, the special exception granted herein shall be void.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Executive Director of the City Planning Commission, the Department of Safety and Permits, and the applicant. The Department of Safety and Permits is directed to advise the City Planning Commission and the Council if the applicant fails to secure permits within the period prescribed herein or if the applicant's owner or operator permit is revoked.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

CITY PLANNING COMMISSION

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

LARRY W. MASSEY, JR
DEPUTY DIRECTOR

To: City Councilmembers
City of New Orleans

From: Robert D. Rivers, Executive Director
City Planning Commission

Subject: **Non-Commercial Short Term Rental Special Exception Docket 067/24** (24-SPEX-10706)

Submittal Date:	08/16/2024
Date Application Deemed Complete:	06/10/2025
CPC Staff Recommendation Deadline:	08/09/2025
Council Deadline:	60 days from receipt

The attached report is for 926 North Salcedo Street, Apartment 2A relative to a request for a Non-Commercial Short Term Rental Special Exception Permit pursuant to Section 21.8.C.18.r of the Comprehensive Zoning Ordinance. The City Planning Commission staff recommends **DENIAL.**

Please place this request on the City Council agenda. Your cooperation is appreciated.

Sincerely,



Robert D. Rivers

RDR/cbm

cc: Councilmember Joseph I. Giarrusso, III – District A
Councilmember Helena Moreno – At-Large
Councilmember Jean Paul "JP" Morrell – At-Large
Aisha Collier, Assistant Council Clerk
Lance M. Ellis, Applicant

NON-COMMERCIAL SHORT TERM RENTAL SPECIAL EXCEPTION
CITY PLANNING COMMISSION

APPLICANT:
Lance M. Ellis
926 N Salcedo St Lower Apt
New Orleans, LA 70119

Special Exception Docket 067/24 (24-SPEX-10706, 24-NSTR-10706)

REQUEST
This is a request for a Non-Commercial Short Term Rental Special Exception Permit to permit one (1) Non-Commercial Short-Term Rental in the HU-RD2 Historic Urban Two-Family Residential District for a property located at 926 North Salcedo Street, Apartment 2A in Square 407. This application is being sought due to an existing licensed non-commercial short-term rental on the square.

RECOMMENDATION: DENIAL

LOCATION

Property Address:	926 N Salcedo St Apt 2A
Square Number:	407
Zoning	HU-RD2
Council District:	A

SHORT TERM RENTAL INFORMATION

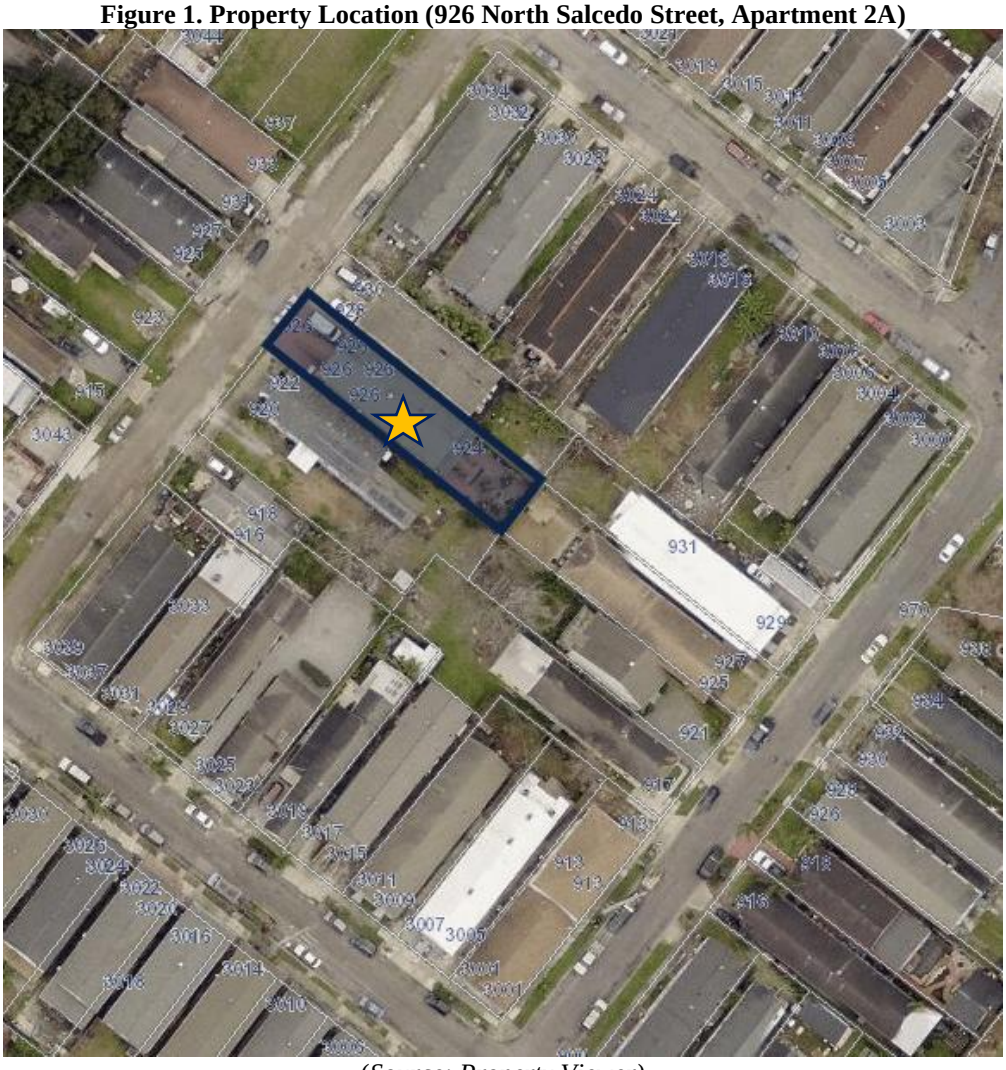
Lottery Date:	N/A
Lottery Rank:	N/A
Unit Information	
Type of Building:	Four-Family
Total Number of Bedrooms in Home:	8
Number of Bedrooms to be Rented:	2
Partial or Whole Unit:	Whole Unit
Noise Abatement Plan:	I live in the downstairs unit and will monitor undesired noises. My neighbors will have my phone number to contact me if there are disturbances. I will enforce quiet hours from 10p-8a.
Security and Operation Plan:	See Exhibit 1.
Sanitation Plan:	I will place garbage cans to the street the night before trash pick up and will return the garbage cans to their designated location once the garbage cans are emptied.
Off-Street Parking Spaces:	2

DESCRIPTION

The site in question is in the Bayou Saint John Neighborhood with frontage on North Salcedo Street bounded by Saint Phillip Street, North Gayoso Street, and Dumaine Street. Lot 11N is an interior lot that is rectangular in shape and measures approximately 30 feet in width, 141 feet in depth, and 4,230 square feet in area. The subject site is currently developed as a two-story, four-family dwelling, and the surrounding neighborhood is residential in nature with four-family, two-family, and single-family dwellings lining the block. There does not appear to be any vacant lots along the block or within the square. The subject site has frontage along a two-way street, and fronts onto an interior local street which has the lowest speed limits and capacities in the road network hierarchy. The subject site is located two (2) blocks southwest of Ursulines Avenue which is a transit corridor.

The zoning of the subject site is HU-RD2 Historic Urban Two-Family Residential District and is intended to provide for two-family development on smaller lots in older, densely populated urban sections of the City mixed with detached single-family dwellings. Limited non-residential uses such as places of worship, historic neighborhood commercial establishments, and recreational facilities may be allowed.

Figure 1. Property Location (926 North Salcedo Street, Apartment 2A)



(*Source: Property Viewer*)

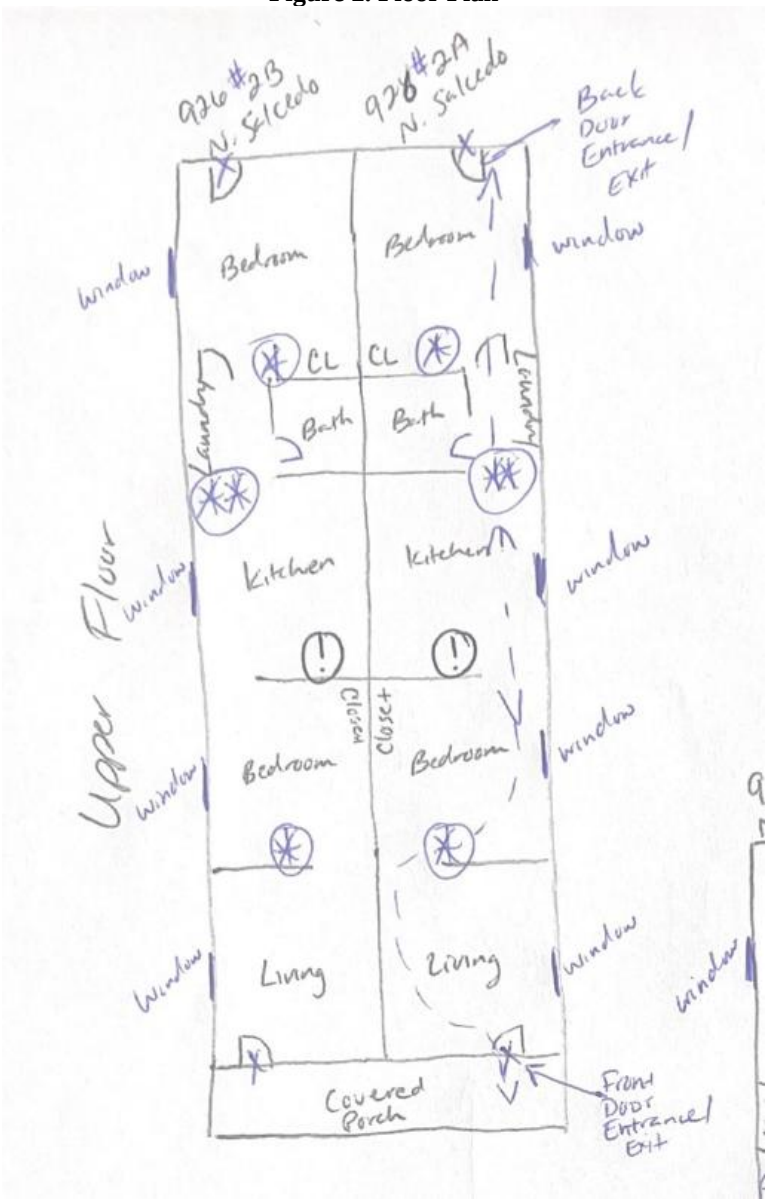
HISTORICAL CONTEXT

There is a history of a short-term rental (STR) at the subject property beginning in 2017, and there were no violations found for the property related to the owner.

PROPOSED NSTR INFORMATION

The proposed NSTR is located within a two-story, four-family dwelling. The floor plan provided by the applicant indicates the proposed NSTR has two (2) bedrooms, one (1) bathroom, a kitchen, a living room, and two (2) egress points that lead to the front and rear yards of the home. The applicant has indicated that they will be providing two (2) off-street parking spaces. The proposed NSTR would be limited to four (4) guests. The applicant is the owner and operator, and they live onsite within the home.

Figure 2. Floor Plan

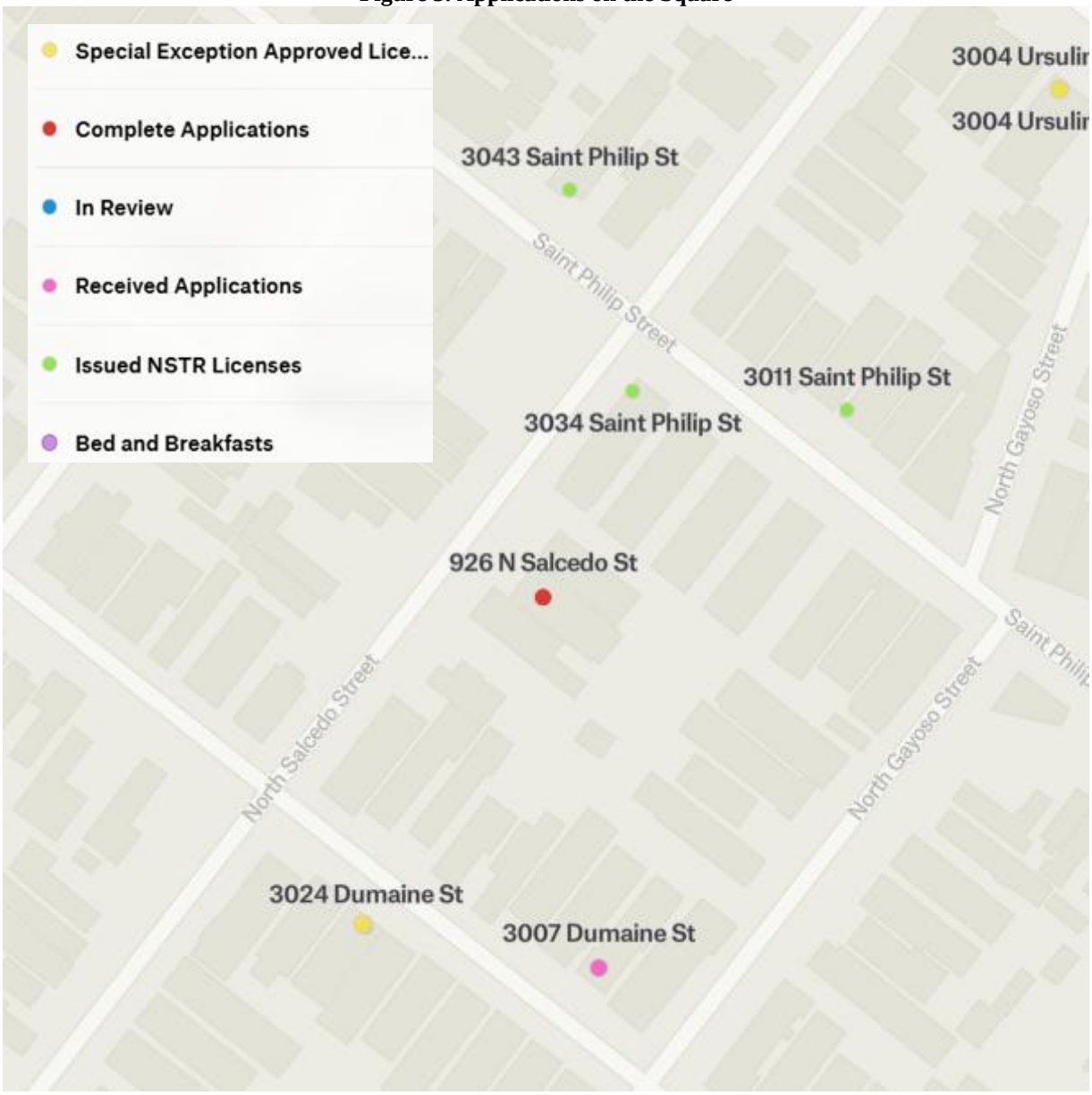


(*Source: Applicant Provided)*

ADDITIONAL APPLICATIONS ON THE SQUARE

The requested NSTR is eligible for a special exception due to an existing licensed non-commercial short-term rental on the square located at 3034 Saint Philip Street; this application was automatically diverted to the special exception process. At the time of writing this report, this is the first application transmitted to the City Council on this square and the City Planning Commission has received one (1) additional special exception request for this square. The affirmative request was first submitted to the City Planning Commission on August 16, 2024.

Figure 3. Applications on the Square



(*Source: City Planning Commission, Special Exception Map*)

REASON FOR THE REQUEST

Per **Article 21, Section 21.8.C.18.r** of the Comprehensive Zoning Ordinance a Non-Commercial STR Special Exception permit may be pursued. The City Planning Commission staff is required to make a recommendation within 60 days of receipt of a complete application. The City Council has 60 days from receipt to act.

COMPLIANCE WITH REVIEW STANDARDS:

Section 21.8.C.18.r of the Comprehensive Zoning Ordinance establishes six review standards to consider when evaluating NSTR Special Exception Permit request. The City Planning Commission has interpreted a means of evaluation, requiring applications to meet a minimum of four (4) out of the six (6) criteria to justify a recommendation of approval. These review standards are listed in bold below with the City Planning Commission's staff analysis below each standard.

1. ***Is the requested increase compatible with the surrounding land uses and structures?***

   This criterion is **not met**. The subject property is zoned HU-RD2 Historic Urban Two-Family Residential District, which is a residential zoning designation within the CZO. The subject site is currently developed as a two-story, four-family dwelling. On the 900 block of North Salcedo Street there are ten (10) properties: one (1) four-family, five (5) two-family, and four (4) single-family dwellings.

   Per the City Council's limitation of one (1) NSTR or bed and breakfast per square, allowing more than one NSTR is inherently a negative impact. As such, mixed-use squares are considered favorable conditions of squares for NSTRs. This is because non-residential impacts are expected and considered less obtrusive to residential uses, compared to the potential impact if the square is purely residential. Given the residential zoning of the square the addition of an NSTR is not considered compatible.

2. ***Are there unique geographic considerations which would mitigate the impact of an additional non-commercial short term rental use within the block?***

   This criterion is **not met**. There must be physical geographic features within the subject square of the subject property, including (but not limited to) the number of adjacent vacant lots, proximity to natural, topographical elements, and built-environment infrastructure that would reduce the potential for disruptions of the surrounding area. For a feature to qualify as a unique geographic consideration, it must directly impact or be adjacent to the site.

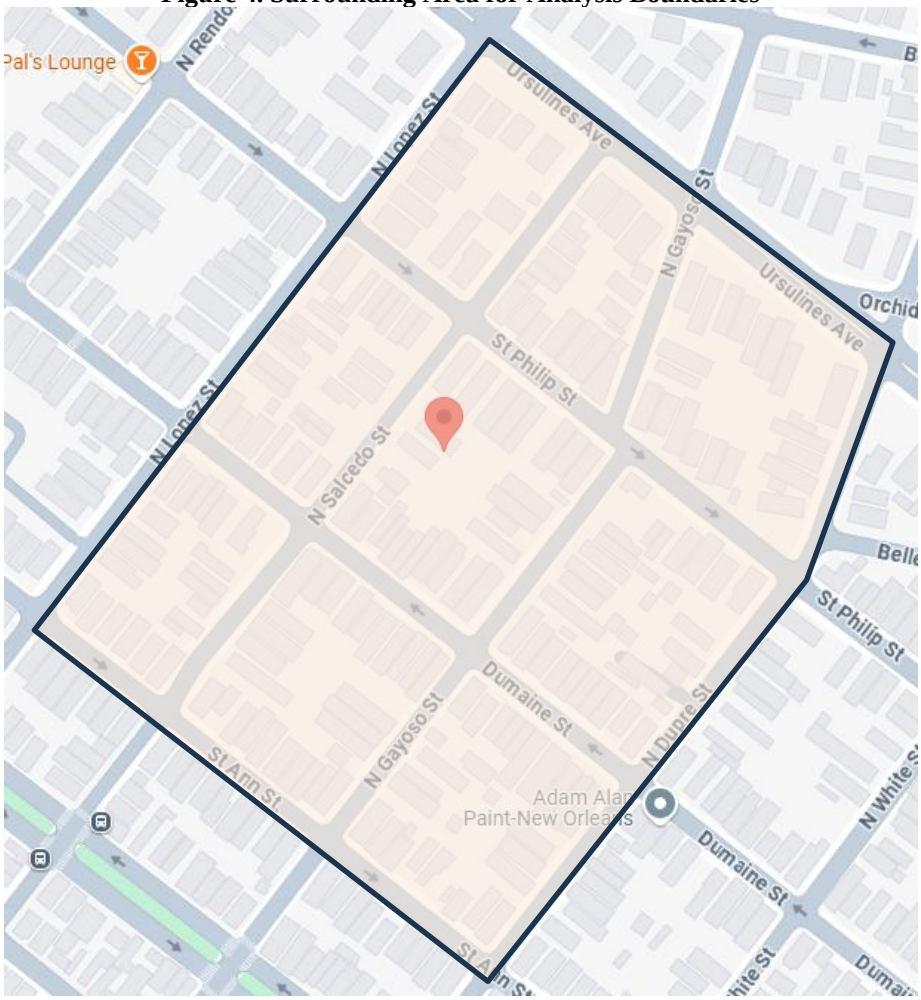
   When analyzing the subject site and the surrounding block, there appears to be a high number of residential properties in proximity. The block is comprised primarily of residential dwellings, and there does not appear to be any vacant lots adjacent to the subject property, dead-end streets, or adjacency to natural features which would be considered a mitigating factor. There is no unique geographic consideration within the lot, nor in the immediate block area to suggest mitigation of an additional NSTR at this location.

3. ***Are there unique use conditions in the surrounding areas which would be well served by or mitigate the impact of an additional non-commercial short term rental use within the block?***

This criterion is **not met.** This standard includes reviewing the surrounding area in proximity, which is defined as one city block in each direction or the eight (8) surrounding squares, as shown in **Figure 4**. Surveying the surrounding eight (8) squares shows a predominantly residential neighborhood with no commercial uses within the boundary of the survey area.

The introduction of a commercial use is considered less favorable within the district, which seeks to limit non-residential uses. This is because commercial uses are considered more obtrusive to residential uses. As such, the residential nature of the immediate block cannot be interpreted as having unique use conditions that would be well-served by an additional NSTR. Moreover, the district's emphasis on preserving the residential character and minimizing disruptions from nonresidential activities underscores the unsuitability of introducing another short-term rental in this context.

Figure 4. Surrounding Area for Analysis Boundaries



4. ***Will the additional non-commercial short term rental use increase traffic and safety hazards?***

   This criterion is **not met.** The standard requires a review of the surrounding area, defined as one city block in each direction (see **Figure 4**). The subject site has frontage along a two-way street, and fronts onto an interior local street which has the lowest speed limits and capacities in the road network hierarchy. Within the surveyed area, the property does not have access to public transportation or bikeshare service that may alleviate traffic. Therefore, based on the review criteria and the characteristics of the surrounding area, this standard cannot be met.

5. ***Will the additional non-commercial short term rental use create parking issues around the block or in the surrounding areas?***

   This criterion is **met.** The proposed NSTR has two (2) bedrooms available for rent for a maximum of four (4) people in the rental. The applicant has indicated that there are two (2) off-street parking spots located in front of the home. In the unlikely event that all four (4) guests of the rental each have their own individual car, there are at least two (2) off-street spots available in front of the home. Further, aerial imagery shows many vacant on-street parking spaces along both sides of North Salcedo Street as most of the homes with frontage along South Cortez Street provide off-street parking in the form of a driveway or garage. The site is not within the Residential Parking Permit (RPP) Zone program, and there does not appear to be any reserved accessible parking spaces.

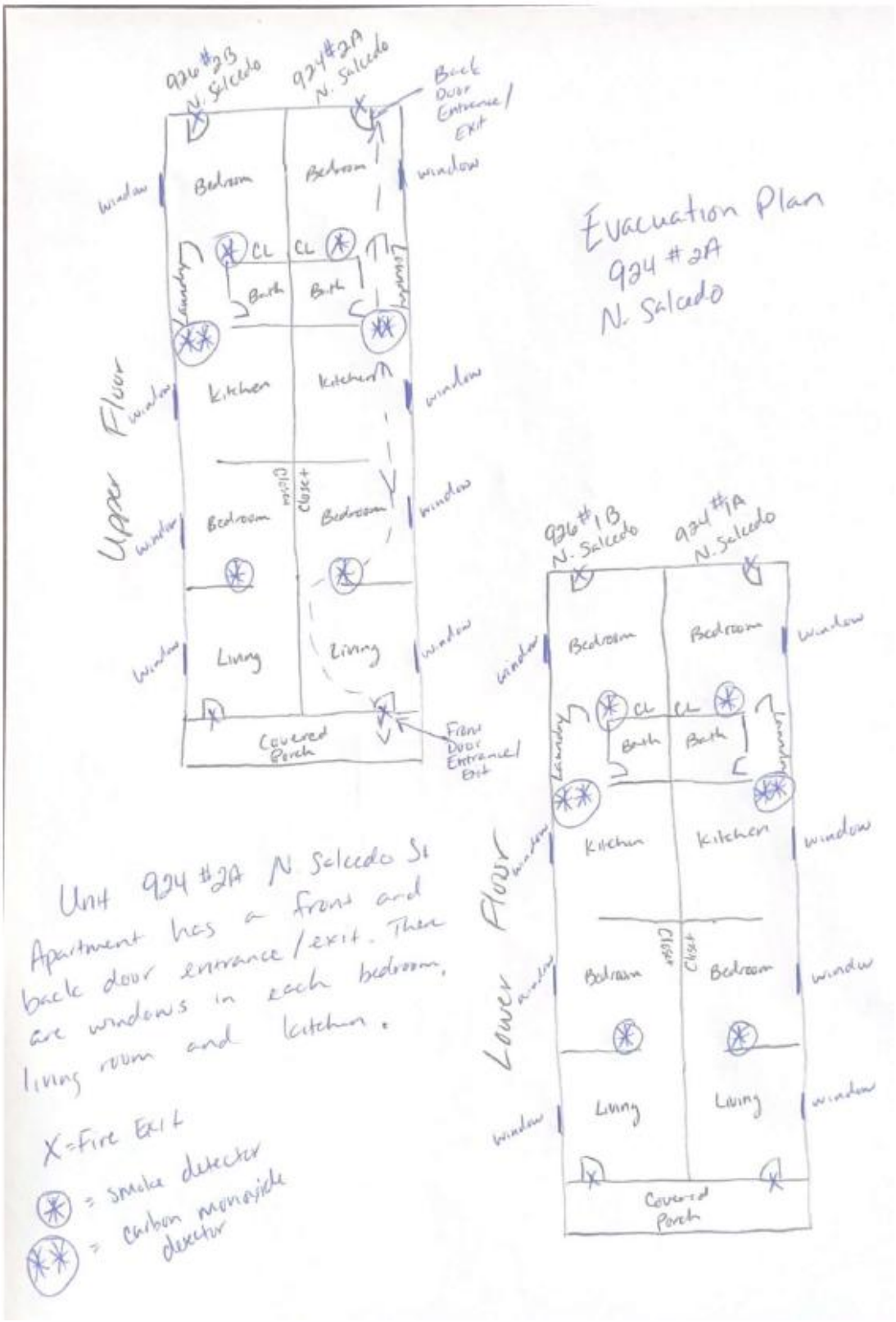
6. ***Will the additional non-commercial short term rental use impair the health, safety, and welfare of the neighboring properties?***

   This criterion is **met**. The applicant has implemented comprehensive operational guidelines, including quiet hours, noise and occupant limits, waste management, and recycling protocols. These measures are designed to reduce disturbances and promote responsible use of the property. Additionally, the applicant resides onsite, which allows for active, on-site monitoring and immediate response to any potential issues, further mitigating impacts on the surrounding neighborhood.

STAFF RECOMMENDATION

The staff finds that the request does not meet criteria 1, 2, 3, and 4 of the review standards; therefore, the City Planning Commission staff recommends **DENIAL** of **Non-Commercial STR Special Exception Docket 067/24** (24-SPEX-10706, 24-NSTR-10706).

Exhibit 1


Evacuation Plan
924 #2A
N. Salcedo
926 #2B N. Salcedo
924 #2A N. Salcedo
Back Door Entrance/ Exit
Bedroom
Bedroom
window
CL
CL
Bath
Bath
Laundry
Kitchen
Kitchen
Upper Floor
Bedroom
Closet
Bedroom
Living
Living
Covered Porch
Front Door Entrance/ Exit
926 #1B N. Salcedo
924 #1A N. Salcedo
Lower Floor
Unit 924 #2A N Salcedo St Apartment has a front and back door entrance/exit. There are windows in each bedroom, living room and kitchen.
X=Fire Exit
= smoke detector
= carbon monoxide detector

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

NON-COMMERCIAL SHORT TERM RENTAL SPECIAL EXCEPTION APPLICATION

Email this application to str.specialexception@nola.gov

Property Address: 926 N Salcedo St

Square ID: 50004137 Square Name: 407 Zoning: HU-RD2 Council District: A

Type of Building: Four-Family

Total Number of Bedrooms in Home: 8 Total Number of Bedrooms Being Rented: 2

Maximum Number of Guests: 4 Partial or Whole Unit: Whole Unit

APPLICANT INFORMATION

Name: Lance Ellis

Mailing Address: 926 N Salcedo St 1B

Mailing City: New Orleans Mailing State: LA Mailing Zip: 70119

Email: twinnspann1@mac.com Phone: (504) 957-7137

OPERATOR INFORMATION

Operator Identity: Operator/Property Manager

Name (Legal): Lance Ellis

Preferred Name (if different from legal name):

Tax Address: 926 N Salcedo #1B New Orleans, LA 70119

Email: twinnspann1@mac.com Primary Phone: 504-957-7137 Secondary Phone:

Operator Permit Number or Application Reference Code:

Operator Permit Expiration Date (if issued):

ADVERTISING PLATFORMS

Platform Name (eg Airbnb, VRBO)	Listing URL (full web address of listing)
Trip Advisor	TBD

REQUIRED PLANS

Noise Abatement Plan: I live in the downstairs unit and will monitor undesired noises. My neighbors will have my phone number to contact me if there are disturbances. I will enforce quiet hours from 10p-8a.

Sanitation Plan: I will place garbage cans to the street the night before trash pick up and will return the garbage cans to their designated location once the garbage cans are emptied.

ATTESTATIONS

Operator will perform daily visual inspections of the property: LE

Operator will ensure regular litter and trash collection: LE

CITY OF NEW ORLEANS
ONE STOP
PERMITS & LICENSES

The dwelling unit has no outstanding property taxes, City liens associated with the lot of record, nor does the owner owe any other outstanding taxes, fines, fees, or penalties levied by the City. Further, the property does not have any unabated conditions which violate the City Code: LE

ATTESTATIONS, CONTINUED

The dwelling unit complies, and will comply during any short term rental of the dwelling unit, with all standards contained in the City's Minimum Property Maintenance Code and all health safety requirements contained in the Building Code:: LE

The dwelling unit has working smoke detectors inside and outside every bedroom, carbon monoxide detectors outside every bedroom, and has a properly maintained and charged fire extinguisher on all habitable floors: LE

The dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short term rentals, including but not limited to: homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions: LE

The Owner has read, understands, and agrees to comply with all legal duties imposed by the New Orleans City Code Chapter 26 and the Comprehensive Zoning Ordinance: LE

The Owner possesses insurance that meets the requirements of City Code Sec 26-618(A)(1): LE

The Owner will not discriminate in the rental guest-use or rental of a short term rental, and will comply with all applicable anti-discrimination laws, including but not limited to: Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), and the Americans with Disabilities Act (ADA): LE

TRAINING

Owner Training Date/Code: 06/08/2023 Operator Training Date/Code: 06/08/2023

LOTTERY

Lottery eligible: 06/08/2023 Number of applications on same square:

Lottery Date: Lottery rank:

FEES

A $500.00 application fee is required for your NSTR Special Exception request to be reviewed. If your application is approved, you will need to pay the $500.00 NSTR Permit Fee at that time.

ACKNOWLEDGMENTS

I (We) hereby affirm that ownership and property information presented on this application is current and accurate and, further, that the undersigned meets the requirements of Article 21 of the Comprehensive Zoning Ordinance to submit this application. I (We) acknowledge that inaccurate or incomplete ownership, improper authorization, or property identification will make this application null and void. I (We) the undersigned owner and operator of the property identified above hereby submit for you the approval of the above stated request.

Property Owner Name/Signature Lance Ellis Date 08/15/2024

Operator Name/Signature Lance Ellis Date 08/15/2024

PETITION

NAMES	ADDRESSES	SIGNATURE
BRAD WELLONS	3043 ST PHILLIP ST., N.O. LA, 70119	
PAMELA TORCHESSET	1001 N. S. SALCEDO, ST. N.O. LA, 70119	
TRINA BRYANT	918 GAYOSA ST., N.O. LA, 70119	
DOROTHY REESE	935 N. SALCEDO, ST. N.O. LA, 70119	
KERRY PARTRIDGE	925 N. SALCEDO ST., N.O. LA 70119	
LIONEL BAILEY	3024 ST. PHILLIP ST. N.O. LA 70119	

Proposed Plan for Short Term Rental Special Exception Application

926 N. Salcedo Street New Orleans, LA 70119

Contact: Lance Ellis – 504-957-7137 – twinnspann1@mac.com

Application is being submitted to allow this 2 BR, 1 BA fully furnished unit to be granted a special exception as a short-term rental unit.

The unit is exceptionally well-maintained and includes multiple window unit air conditioners, ceiling fans and wall mounted heaters. Kitchen and bathroom have been updated, with recently installed vinyl plank flooring throughout entire unit. Gas stove, electric water heater, microwave, refrigerator, washer and dryer, and smoke and CO detectors are included with all in excellent working condition. The unit is tastefully decorated and also overlooks a private, fenced courtyard. Additional safety features include security cameras, doors and windows. Front and back door access. On-street parking is available. This unit accommodates up to 4 guests.

Owner/operator Lance Ellis resides onsite to ensure any issues that arise will be given immediate attention.

Special Exception for Short Term Rental

926 N. Salcedo Street New Orleans, LA 70119

Contact: Lance Ellis – 504.957.7137 - twinnspann1@mac.com

Criteria

Current Zoning: HURC2

Adjacent vacant lots to 926 N. Salcedo Street – None; **Deadends on Salcedo St –** None

Locational Influences – Property located within neighborhood boundaries of Broad St and Bayou St John, close to businesses and eateries in said neighborhood.

Public Transportation – Bus lines available on N. Broad St and Orleans.

Off-street Parking – Off-street parking is available on property.

Prior Use as Short Term Rental – No quality of life violations in the past.

GOVERNMENT OF DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION
250 M STREET SE, WASHINGTON, DC 20003
Phone: 202-442-4670 Website: https://tops.ddot.dc.gov

SE067-24

PUBLIC SPACE CONSTRUCTION PERMIT

Issue Date: 01/09/2025 Expiration Date: 03/06/2025

EWR No:		**PERMIT NO:**	**PA458802**
Work Location:	**4910 ILLINOIS AVENUE NW, WASHINGTON, DC 20011,**	**Source Permit:**	
Permission Granted To:	**ROBERT ANDERSON**	**Permit Fee:**	**$258.50**
Work Zone Deposit No:	**S52999**	**Work Zone Deposit Amount:**	**$500.00**
Inspection Fee No:	**W53000**	**Inspection Fee Amount:**	**$400.00**
Street Light Deposit No:		**Street Light Deposit Amount:**	**$0.00**
Wet Utility Deposit No:		**Wet Utility Deposit Amount:**	**$0.00**

Ward: 4 Lot: 0094 Square: 3009

Permission is hereby granted to the entity named above to perform the work described herein at the address shown above in strict accordance With all conditions stated on all pages of this permit as well as on the application submitted.

Type of Permit:

Paving: Leadwalk Repair/Replace Existing, Paving: Leadwalk w/Steps, Fixture: Repair Retaining Wall (No change)

Work Details:

REPAIR OF EXISITNG RETAINING WALL, REPLACEMENT OF CONCRETE STAIRS AND WALKWAY AND COVERING WITH FLAGSTONE

CONDITIONS

1. Must call PSI before start of work for delivery of ORIGINAL PERMIT @ 202 645-7050.
2. This permit is revocable at any time at the discretion of FEMS, MPD and/or DDOT
3. Extended restoration may be required. The level of restoration shall be determined by DDOT. A DDOT Public Space Inspections Officer must verify the level of restoration prior the commencement of any excavation in the public space; call 202-645-7050 to schedule an inspection.
4. No work in public space is allowed during official DC government holidays.
5. For return of deposits please call the PSI office at (202) 645-7050 to schedule an inspection.
6. The Source Permit, renewal permit, TCP and all approved drawings are required to be on the premises and posted at all times.
7. Permit holder responsible for obtaining any additional permits required by statute or regulation including DOH, DDOE and DCRA permits.
8. No change to size, layout, design or materials from the existing feature is allowed.
9. Permit holder is responsible for all damage to public space as a result of work done under this permit.
10. This permit must be on site at all times and visible from public space.
11. Work hours in public space are listed on the approved Traffic Control Plan. Any work in public space before 7am or after 7pm Mon. thru Sat. or all day Sun. requires an additional permit from DCRA.
12. All work must comply with all District regulations and statutes. Violation may result in revocation of this permit.
13. No crossing of sidewalk with trucks.
14. Must follow approved site plan without deviation.
15. Person who posts an unauthorized sign or removes an authorized sign is subject to a fine of $100 per day.
16. This permit does not authorize the posting of No Parking signs. A separate public space occupancy permit is required.
17. This construction permit requires a separate valid permit for temporary occupancy to be on site during the time work is being performed.
18. Occupancy permit is required
19. This permit is not valid until the later of the Effective Date and the Issuance Date.
20. A One Call ticket must be obtained and on site for any work in public space for which a One Call ticket is required. Permittee must immediately notify the One Call Center of damage that occurs during excavation.
21. No change to size, layout, design or materials from the approved drawings is allowed.

Additional Condition: Approved on the condition that the tree protection fence (chain link) is 6 feet tall per DDOT Standard Specifications/Standar and the Tree Protection Notes shown on B1.1 and B1.2. Sharon Dendy

There are active Washington Gas facilities within the proposed project limits. Washington Gas requires 12" vertical separation and 5' horizontal sep from all underground structures. Washington Gas also requires 10' of separation from all buildings and overhead structures. Federal regulations re no mechanized equipment be used within 2' of active natural gas facilities. Call District One Call (Miss Utility) before digging. Jared Martin

If the proposed work consists of 50 square feet or greater of land disturbance and the total construction cost exceeds $9,822.29, you are required t an erosion and sediment control site plan to the Department of Energy and Environment (DOEE) through the Department of Buildings (DOB) permit process. https://aca20.dcra.dc.gov/CitizenAccess/Default.aspx Once you have applied online for the DOB permit, enter the project into the DOEE S Groundwater System (SGS). https://doee.dc.gov/swdb Soil Erosion and Sediment Control Overview https://doee.dc.gov/node/619292 Nykia Barne

GOVERNMENT OF DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION
250 M STREET SE, WASHINGTON, DC 20003
Phone: 202-442-4670 Website: https://tops.ddot.dc.gov

SE067-24

PUBLIC SPACE CONSTRUCTION PERMIT

Issue Date: 01/09/2025 Expiration Date: 03/06/2025

No work in Public Space outside of occupancy permit hours. Any work after 7:00pm will require a separate after hours permit. Must have all permit such as: (Excavation/Occupancy/Steel Plate/and TCP). Must provide and maintain safe accommodations for vehicle and pedestrian traffic. All Emer Parking signs must be pre-printed from DTOP'S and have all appropriate permit information such as: contact name and number, permit number, ch effected days of the week and posted at least 72 hours prior to occupying space in residential areas and 24 hours in business districts. All flaggers o be certified. All steel plates used must be permitted on a separate Occupancy Permit and not used in the roadway for longer than five (5) calendar unless they are rotating plates, and must be pinned, welded, and feathered according to DC Standards and Specifications. Temporary repairs of exc work must be properly maintained at all times. All work and TCP must be coordinated with other work zones within a (3) block radius. A trench sha open no more than 120' at one time, after 120' you must start back filling. Where a Permit authorizes more than 1,200 linear feet of Excavation, no 1,200 linear feet may be excavated at one time. Permanent restoration shall be performed and accepted by the Director within each area excavate further Excavations can be made. Must contact PSI Inspector Randy Morales @ 2028733715 prior to performing any final restorations in the public Failure to comply with permit / TCP conditions may result in Permit revocation and or fines. Randy Morales

"Note that Pepco facilities located in the sidewalk area are not rated for vehicular traffic and shall not be driven over or parked on. Pepco manhole vaults within work zone should remain accessible at all times. The applicant/owner is responsible for any damage to Pepco facilities and will pay fu any repairs or replacements deemed necessary by Pepco. The applicant/owner should reach out to Pepco in case of any conflict with Pepco facilitie any construction work begins." You must call "Miss Utility" 1-800-257-7777 at least 48 hours prior to any digging to locate any underground facilitie Fai Chien

Brittany Bullock

Public Space Permit Staff

Sharon Kershbaum

Director

GOVERNMENT OF DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION
250 M STREET SE, WASHINGTON, DC 20003
Phone: 202-442-4670 Website: https://tops.ddot.dc.gov

SE067-24

PUBLIC SPACE CONSTRUCTION PERMIT

Issue Date: 01/09/2025 Expiration Date: 03/06/2025

Appendix – A

PERMIT NO: PA458802

Work type dimensions:

Paving: Leadwalk w/Steps - Total Dimension: 55 SQFT

Location	Dimensions
4910 ILLINOIS AVENUE NW	11 x 5 (length x width)

Special Exception for Short Term Rental

926 N. Salcedo Street New Orleans, LA 70119

Contact: Lance Ellis – 504.957.7137 - twinnspann1@mac.com

Criteria

Current Zoning: HURC2

Adjacent vacant lots to 926 N. Salcedo Street – None; **Deadends on Salcedo St –** None

Locational Influences – Property located within neighborhood boundaries of Broad St and Bayou St John, close to businesses and eateries in said neighborhood.

Public Transportation – Bus lines available on N. Broad St and Orleans.

Off-street Parking – Off-street parking is available on property.

Prior Use as Short Term Rental – No quality of life violations in the past.

From: Cameron Boissiere
To: Mercedes Rivas
Subject: RE: Lance Ellis Criteria report for 926 N Salcedo St. Special Exception
Date: Thursday, February 6, 2025 10:51:23 AM

Hey Mercedes,

The Councilperson's staff reached out to me to help with this applicant's application. This person has struggled with the application process, so I helped them put together the criteria list—It's not written out in narrative, but since I helped him put it together, we can consider it "complete".

I also know the materials they submitted do not include the sign-in sheet or comment cards. I spoke with them on the phone this AM and know they had no attendees, so we don't have to request that.

The only thing we may need is the email invitation to CPC/Neighborhoods. If he doesn't have it, I think we can move forward without it, as the Councilperson is familiar with this applicant's case and are aware of the special exception for it.

Thank you!

Cameron Boissière-Morris (she/her/hers)
Senior City Planner| New Orleans City Planning Commission
Office of Business and External Services
1300 Perdido Street, 7th Floor | New Orleans, LA 70112
(504) 658-7035 (office) | (504) 658-7035 (remote) | cameron.boissiere@nola.gov

Please be advised that all email correspondence is subject to the state's public records laws.

RESOURCES:
Application forms
Property Viewer (check the zoning of a property)
Comprehensive Zoning Ordinance
One Stop App
Frequently Asked Questions

COVID-19:
In an effort to prevent the spread of COVID-19 to our employees and members of the public, our staff is working remotely and will not have any face to face contact with members of the public. Staff is available from 8am to 5pm to assist the public by phone or email. More information about our remote operations can be found at nola.gov/cpc.

From: STR Special Exception
Sent: Thursday, February 6, 2025 11:47 AM
To: 'Lance Ellis' <twinnspann1@mac.com>
Subject: RE: Lance Ellis Criteria report for 926 N Salcedo St. Special Exception

Hello,

We have received your application submittal. Please allow staff 5-7 business days to review for completeness.

If it is not complete, you will receive a rejection notice with a request for the missing items. You will receive your invoice once it is deemed complete.

Thank you for your patience!

NSTR Special Exception
New Orleans City Planning Commission
Office of Business and External Services
1300 Perdido Street, 7th Floor | New Orleans, LA 70112

Please be advised that all email correspondence is subject to the state's public records laws.

From: Lance Ellis <twinnspann1@mac.com>
Sent: Thursday, February 6, 2025 11:42 AM
To: STR Special Exception <str.specialexception@nola.gov>
Subject: Lance Ellis Criteria report for 926 N Salcedo St. Special Exception

From: Claire F. Byun
To: Cameron Boissiere
Cc: Mercedes Rivas; Joseph I. Giarrusso
Subject: Re: NSTR Application for 926 N Salcedo St.
Date: Wednesday, February 26, 2025 11:58:15 AM

Hey Cameron,

Thank you for following up! Given that Mr. Ellis has signatures from his direct neighbors in support, we are fine with waiving the requirement. I appreciate you asking

Claire Byun
Land Use and Policy Director
Office of City Council District A Joseph I. Giarrusso, III
1300 Perdido Street | Suite 2W80
New Orleans, LA 70112
claire.byun@nola.gov
o: (504) 658.1010
c: (504) 883.1724

From: Cameron Boissiere <Cameron.Boissiere@nola.gov>
Sent: Wednesday, February 26, 2025 11:06 AM
To: Claire F. Byun <Claire.Byun@nola.gov>
Cc: Mercedes Rivas <mrivas@safebuilt.com>
Subject: RE: NSTR Application for 926 N Salcedo St.

Hey, Claire!

I want to follow up to see if CM Giarusso is fine with waiving the requirement for this application.

Hope you're enjoying the season!

Cameron Boissière-Morris (she/her/hers)
Principal City Planner| New Orleans City Planning Commission
Office of Business and External Services
1300 Perdido Street, 7th Floor | New Orleans, LA 70112
(504) 658-7035 (office) | (504) 658-7035 (remote) | cameron.boissiere@nola.gov

Please be advised that all email correspondence is subject to the state's public records laws.

RESOURCES:
Application forms
Property Viewer (check the zoning of a property)
Comprehensive Zoning Ordinance
One Stop App
Frequently Asked Questions

COVID-19:
In an effort to prevent the spread of COVID-19 to our employees and members of the public, our staff is working remotely and will not have any face to face contact with members of the public. Staff is available from 8am to 5pm to assist the public by phone or email. More information about our remote operations can be found at nola.gov/cpc.

From: STR Special Exception
Sent: Tuesday, February 18, 2025 3:37 PM
To: Claire F. Byun <Claire.Byun@nola.gov>
Cc: Mercedes Rivas <mrivas@safebuilt.com>
Subject: RE: NSTR Application for 926 N Salcedo St.

Hey Claire!

We received the application materials; however, we don't have copies of notice of invitation to the neighborhood organizations. I don't have a copy for CPCINFO/mailed invitation either.

I spoke on the phone with Lance not too long ago, and I know they are elderly and have struggled with the process; we have reached out to the neighborhood organizations on the applicant's behalf, however, we have not received word back.

Would the Council consider waiving this requirement of the notice for special exception for this applicant?

Let me know!

Cameron Boissière-Morris (she/her/hers)
Senior City Planner| New Orleans City Planning Commission
Office of Business and External Services
1300 Perdido Street, 7th Floor | New Orleans, LA 70112
(504) 658-7035 (office) | (504) 658-7035 (remote) | cameron.boissiere@nola.gov

Please be advised that all email correspondence is subject to the state's public records laws.

RESOURCES:
Application forms
Property Viewer (check the zoning of a property)
Comprehensive Zoning Ordinance
One Stop App
Frequently Asked Questions

COVID-19:
In an effort to prevent the spread of COVID-19 to our employees and members of the public, our staff is working remotely and will not have any face to face contact with members of the public. Staff is available from 8am to 5pm to assist the public by phone or email. More information about our remote operations can be found at nola.gov/cpc.

From: Mercedes Rivas <mrivas@safebuilt.com>
Sent: Tuesday, February 18, 2025 3:01 PM
To: president@fsjna.org; tlevy@pelhughes.com
Cc: STR Special Exception <str.specialexception@nola.gov>; Cameron Boissiere <Cameron.Boissiere@nola.gov>
Subject: RE: NSTR Application for 926 N Salcedo St.
Importance: High

Good afternoon,

Just following up on the email below.

Respectfully,

Mercedes Rivas
Senior Planner | SAFEbuilt Studio | 303-349-2484
SAFEbuilt.

From: Mercedes Rivas
Sent: Tuesday, February 11, 2025 8:45 AM
To: president@fsjna.org; tlevy@pelhughes.com
Cc: STR Special Exception <str.specialexception@nola.gov>; Cameron M Boissiere <Cameron.Boissiere@nola.gov>
Subject: NSTR Application for 926 N Salcedo St.

Good morning All,

We are in the process of reviewing the above referenced NSTR Special Exception application for completeness. We wanted to know if you received an email or letter notifying you of an NPP meeting.

If you did not receive a letter or email from the applicant, we wanted to know if you would be willing to waive the notification requirements.

Council Member Joseph I. Giarrusso III has waived his notification requirements and asked that we assist the applicant with the remaining application requirements as they are having some trouble with the process.

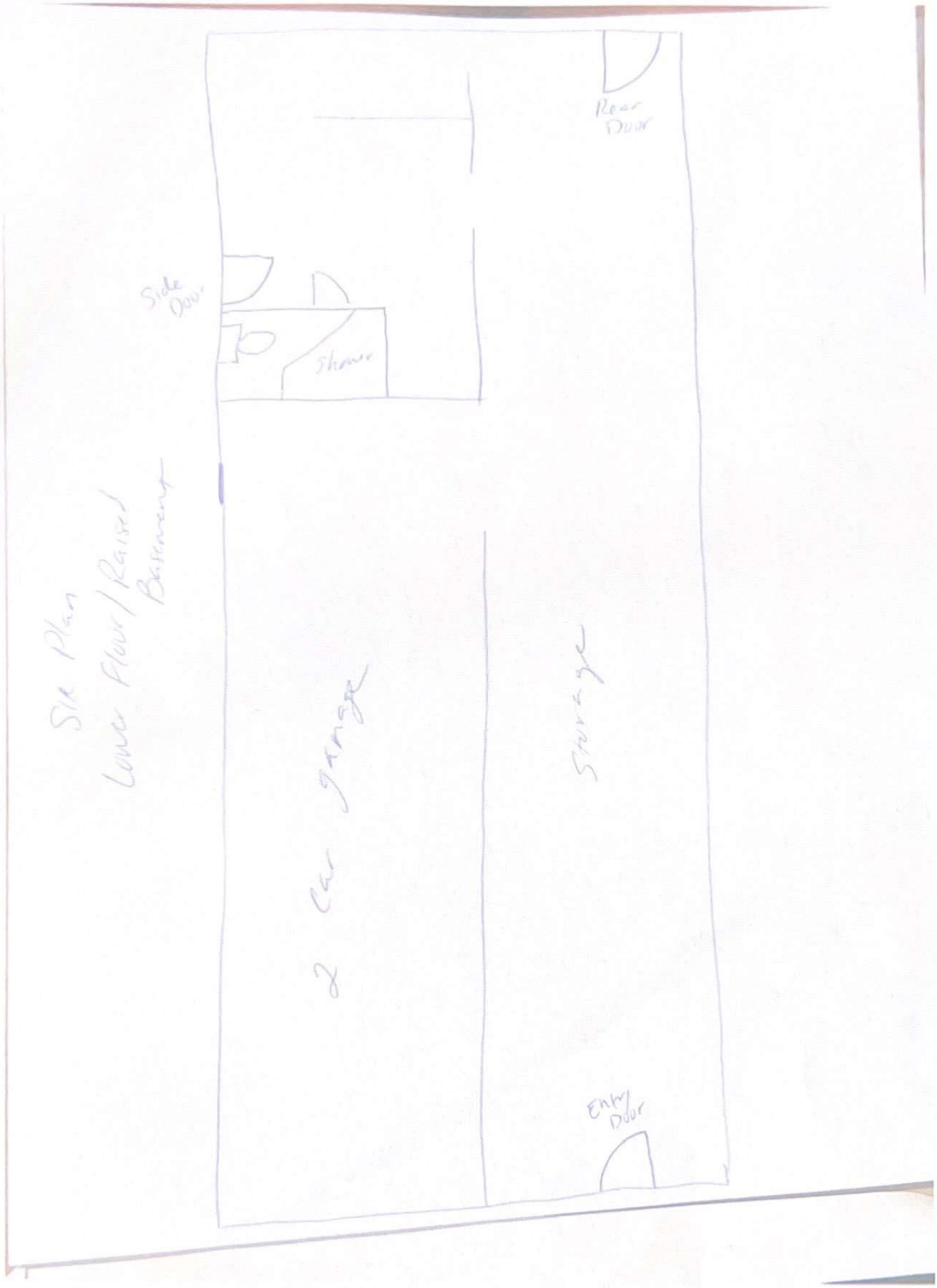
At your convenience, please let us if you were notified of the meeting or if you agree to waive your notification requirement.

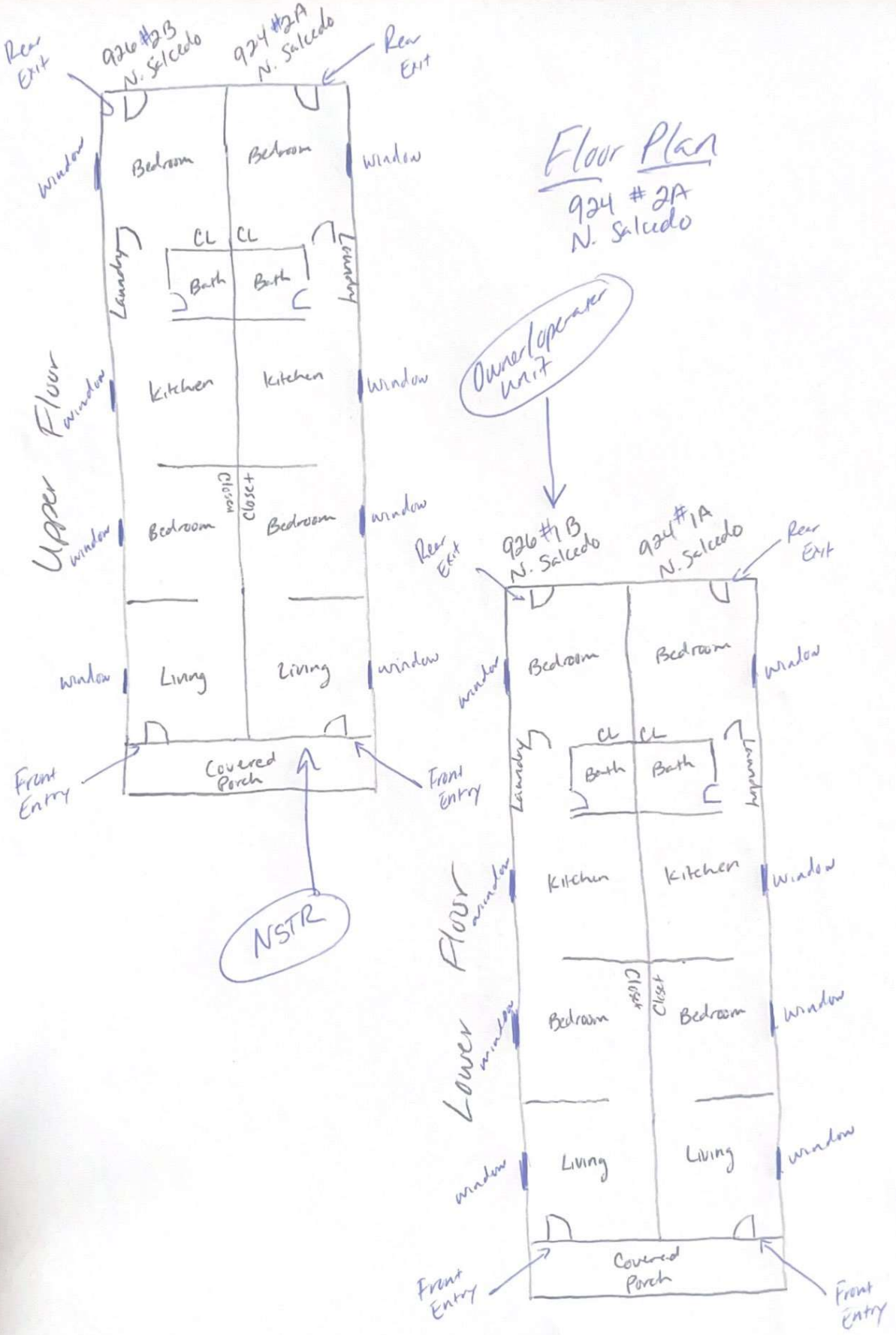
Respectfully,

Mercedes Rivas
Senior Planner | SAFEbuilt Studio | 303-349-2484
SAFEbuilt.

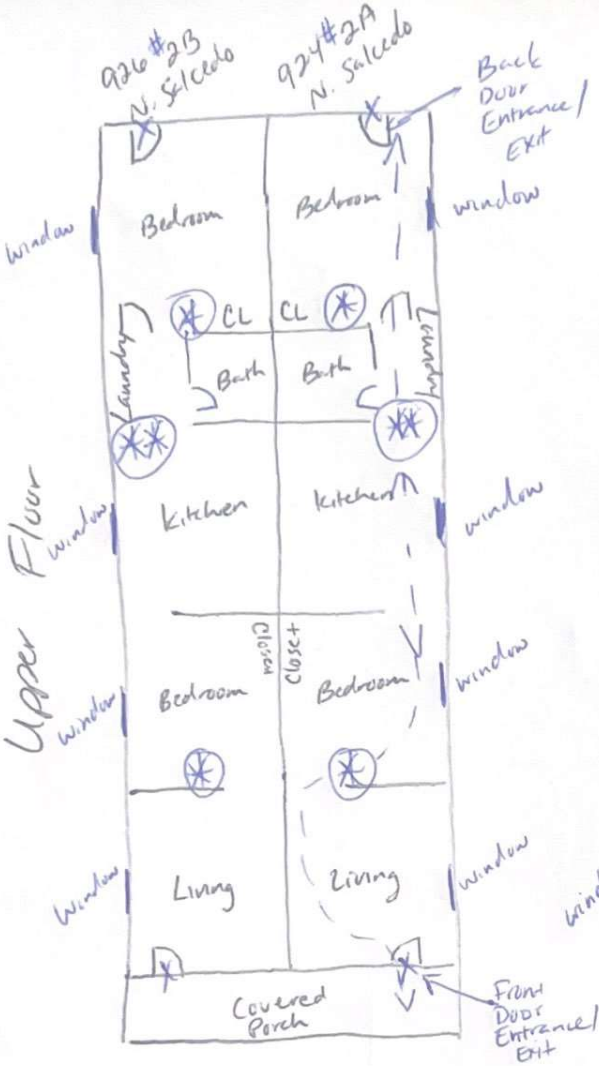
1811 Camp St
Site Plan

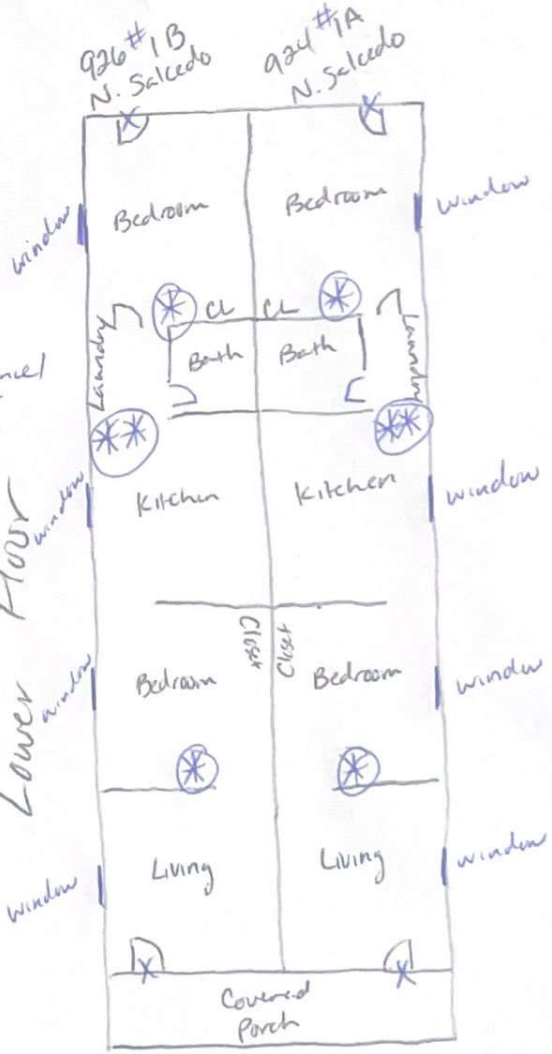



Rear Door
Side Door
Shower
Site Plan
Lower Floor / Raised Basement
2 car garage
Storage
Entry Door


Floor Plan
924 #2A
N. Salcedo
926 #2B
N. Salcedo
924 #2A
N. Salcedo
Rear Exit
Rear Exit
Window
Bedroom
Bedroom
Window
CL
CL
Laundry
Laundry
Bath
Bath
Upper Floor
Window
Kitchen
Kitchen
Window
Closet
Window
Bedroom
Bedroom
Window
Window
Living
Living
Window
Front Entry
Covered Porch
Front Entry
Owner/operator unit
NSTR
926 #1B
N. Salcedo
924 #1A
N. Salcedo
Rear Exit
Rear Exit
Window
Bedroom
Bedroom
Window
CL
CL
Laundry
Laundry
Bath
Bath
Lower Floor
Window
Kitchen
Kitchen
Window
Closet
Window
Bedroom
Bedroom
Window
Window
Living
Living
Window
Front Entry
Covered Porch
Front Entry

Evacuation Plan
924 #2A
N. Salcedo





Unit 924 #2A N. Salcedo St Apartment has a front and back door entrance/exit. There are windows in each bedroom, living room and kitchen.

X = Fire Exit

(*) = smoke detector

(**) = carbon monoxide detector


Don't Drink and Drive
Louisiana
Don't Litter Louisiana
PERSONA
DRIVER'S LICENSE
LICENSE/ID NO
004420246
CLASS
E
EXPIRATION DATE
07-15-2024
DOB 07-15-1960
ISSUE DATE 07-27-2018
ELLIS
LANCE M
926 N SALCEDO St
NEW ORLEANS, LA 70119-0000
ENDORSEMENTS
NONE
RESTRICTIONS
NONE
SEX HGT WGT EYES AUDIT OFFICE
M 6' 01" 195 BRO 4391 013
PARISH
36

SE067-24

MOTION

NO. M-25-449

CITY HALL: August 21, 2025

BY: COUNCILMEMBER GIARRUSSO

SECONDED BY:

WHEREAS, Section 21.8.C.18.m of the Comprehensive Zoning Ordinance ("CZO") permits the issuance of only one non-commercial short-term rental permit within each city block, inclusive of all lots fronting any exterior boundary of said block and all interior lots; and

WHEREAS, CZO Section 21.8.C.18.r authorizes the City Council to grant special exceptions to the one-permit-per-block cap imposed by Section 21.8.C.18.m and to allow for the issuance of up to two additional non-commercial short-term rentals in any given block; and

WHEREAS, Lance M. Ellis has applied for a special exception from the block limit on non-commercial short-term rentals for the property located in **Square 407** and bearing municipal address **926 N. Salcedo Street, Apt. 2A**; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council, having reviewed the report and recommendation provided by the City Planning Commission staff pursuant to CZO Section 21.8.C.18.r, does hereby **GRANT Lance M. Ellis** a special exception from the Section 21.8.C.18.m block limit on non-commercial short-term rentals for the parcel of property located in **Square 407** and bearing municipal address **926 N. Salcedo Street, Apt. 2A** (the "Property"). This special exception is being made in accordance with, and subject to, Section 21.8.C.18.r of the Comprehensive Zoning Ordinance.

BE IT FURTHER MOVED, That if the applicant fails to obtain non-commercial short-term rental owner and operator permits for the Property within 30 days of the adoption of this Motion, or in the event the applicant's owner or operator permit is revoked or the applicant transfers the property, the special exception granted herein shall be void.

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion to the Executive Director of the City Planning Commission, the Department of Safety and Permits, and the applicant. The Department of Safety and Permits is directed to advise the City Planning Commission and the Council if the applicant fails to secure permits within the period prescribed herein or if the applicant's owner or operator permit is revoked.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

RECUSED:

AND THE MOTION WAS ADOPTED.

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 7, 2023

CALENDAR NO. 34,385

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

AN ORDINANCE to amend and reordain sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans to provide relative to the regulation of short-term rentals; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That sections 26-615, 26-616, 26-617, 26-618, 26-619, 26-620, 26-624, and 26-628 of the Code of the City of New Orleans are amended to read as follows:

"Chapter 26 – BUILDINGS, BUILDING REGULATIONS AND HOUSING STANDARDS.

* * *

ARTICLE XI. – STANDARDS FOR SHORT TERM RENTALS

DIVISION 1. - IN GENERAL

* * *

Sec. 26-615. - Short-term rental permits required.

(a) No dwelling unit in Orleans Parish may be used as a short-term rental unless:

(1) An owner of the dwelling unit possesses a valid and current short-term rental owner permit issued for the dwelling unit in accordance with Division 2 of this article, and all owners fully comply with all legal requirements and duties imposed herein; and

(2) An owner has designated an operator possessing a valid short-term rental operator permit, issued in accordance with Division 3 of this article, and such operator fully complies with all legal requirements and duties imposed herein.

(b) No platform may facilitate or conduct any booking transaction for a short-term rental in Orleans Parish without first obtaining and maintaining a short-term rental platform permit issued in accordance with Division 4 of this article.

(c) The permits required by this article are regulated privileges, not rights, and can be revoked or suspended by the city in accordance with the provisions provided herein.

(d) Any permit issued pursuant to this article is strictly personal and may not be transferred or assigned.

(e) In the event the holder of a short-term rental owner's permit ceases to own the property or fails to renew the permit timely, the permit shall be immediately void, and short-term rental use shall be prohibited on the property.

(f) If any required contact information changes for any permit, the person possessing the permit shall immediately notify the department in writing, and the department shall issue a revised permit to reflect the updated contact information.

Sec. 26-616. - Short-term rental permit fees.

(a) The only short-term rental owner permit classification is a Short-term rental, commercial.

(b) A non-refundable application fee of $50.00 shall be due upon submission of any new or renewal short-term rental application.

(c) The following annual permit fees, which shall be refunded in the event an application is denied, shall be due upon submission of any new or renewal short-term rental application:

(1) Short-term rental, commercial owner permit: $1,000.00.

(2) Operator card replacement fee: $25.00.

(3) Short-term rental operator permit: $1,000.00.

(4) Short-term rental platform permit: $10,000.00.

(d) The owner shall remit to the city a $12.00 fee for each night of occupancy of a dwelling unit used as a short-term rental to offset the costs of enforcement and other costs borne by the city. Fees shall be due and remitted along with tax submissions.

DIVISION 2. - SHORT-TERM RENTAL OWNER PERMIT

Sec. 26-617. - Permit and application—Eligibility.

(a) No dwelling unit may be used as a short-term rental unit unless an owner possesses a short-term rental owner permit issued in accordance with this article. Issuance of a short-term rental owner permit shall be subject to the following rules and criteria:

(1) A short-term rental owner permit shall be valid for one year from the date of issuance and shall be reapplied for annually.

(2) A separate short-term rental owner permit shall be required for each dwelling unit used as a short-term rental.

(3) A short-term rental owner permit shall be consistent with the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and any other applicable density limitations set forth in the Comprehensive Zoning Ordinance.

(4) Any dwelling unit permitted for short-term rental use must meet all applicable building, zoning, and addressing regulations, as determined by the department.

(5) An owner of a property with outstanding taxes, fines, fees or penalties levied by the city, or that has been found to be liable of an unabated violation of the City Code by an administrative hearing officer or court shall not be eligible for a short-term rental owner permit with respect to said property.

(6) All juridical owners must be in good standing with the State of Louisiana to be eligible for a commercial short-term rental owner permit.

(7) An owner of a property with open permits for new construction, structural or non-structural renovation, or electrical or mechanical work, or open violation cases for electrical or mechanical code violations or work without permits, shall not be eligible for a short-term rental owner permit with respect to said property without the written approval of the Chief Building Official of the City of New Orleans or a designee.

(8) The owner or resident of a dwelling unit required to be affordable by the Mandatory Inclusionary Zoning, Voluntary Inclusionary Zoning, Affordable Housing Planned Development, or Small Multifamily Affordable Housing provisions of the Comprehensive Zoning Ordinance shall not be eligible for a short-term rental permit for that dwelling unit.

(b) The application for a short-term rental owner permit shall be on forms created by the department, which shall, at a minimum, require the following information from applicants:

(1) The name, age, address, phone number, and email contact information of all owners;

(2) The municipal address of the dwelling unit associated with the short-term rental owner permit;

(3) The total number of dwelling units located on the lot-of-record containing the dwelling unit associated with the short-term rental owner permit application; and

(4) The name, address, phone number, email contact information, and permit number of the operator designated by the owner to satisfy the requirements of this article with respect to the dwelling unit associated with the short-term rental owner permit.

If the designated operator has not yet received a permit number, the applicant shall provide evidence of a contemporaneous application for a short-term rental operator's permit by the designated operator.

(c) The following additional documentation shall be submitted to the department, along with the application, prior to processing:

(1) A list of platforms that will be used to solicit booking transactions for the dwelling unit associated with the short-term rental owner permit, and correlating print-outs or Universal Resource Locator (URL) links soliciting the short-term rental, if any.

(2) A floor plan depicting all:

i. Entrance and exit doors;

ii. Windows;

iii. Bedrooms, including an indication of which are used for guests;

iv. Bathrooms;

v. Kitchens; and

vi. Interior doors.

(3) An evacuation plan indicating:

i. The fire exits and escape routes;

ii. The location of smoke detectors;

iii. The location of fire extinguishers; and

iv. The location of carbon monoxide detectors.

(4) A site plan indicating the location of any required parking.

(5) A noise abatement plan that provides, at a minimum, a noise monitoring device.

(6) A sanitation plan that provides, at a minimum, for daily visual inspections on the property, as well as regular litter and trash collection and procurement of an adequate number of trash bins to securely hold all trash generated by the property in a lidded container.

(7) A security and operation plan.

(8) An attestation signed by the owner providing that:

i. The dwelling unit has no outstanding property taxes or city liens associated with the lot-of-record, nor do any of its owners owe any other outstanding taxes to the city, including taxes and fees owed in connection with short-term rentals;

ii. The dwelling unit complies, and will comply during any short-term rental of the dwelling unit, with all standards contained in the city's Minimum Property Maintenance Code and all health safety requirements contained in the Building Code;

iii. The dwelling unit has working smoke detectors inside and outside every bedroom, carbon monoxide alarms outside every bedroom, and a properly maintained and charged fire extinguisher on all habitable floors;

iv. The dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short-term rentals, including, but not limited to, homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions;

v. The owner read, understands, and agrees to comply with all legal duties imposed by this article and the Comprehensive Zoning Ordinance;

vi. The owner possesses insurance that meets the requirements of section 26-618(a)(1); and

vii. The owner will not discriminate in guest use or rental of a short-term rental, and will comply with all applicable anti-discrimination laws, including, but not limited to, Title VII of the Civil Rights Act of 1968, the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA).

(9) Proof of completion of a short-term rental course, to be provided by the department and made available virtually.

(d) The department shall deny any short-term rental application that does not contain all of the information listed in section 26-617(b) and (c).

(e) Every short-term rental owner permit issued by the department shall contain the following information:

(1) Short-term rental owner permit number;

(2) Municipal address of the dwelling unit associated with the permit;

(3) Owner's name and contact information;

(4) Operator's name and contact information;

(5) The permit's effective and expiration dates;

(6) The guest bedroom and occupancy limit of the dwelling unit associated with the permit; and

(7) Contact information for the city's short term rental administration to facilitate reporting complaints.

(f) Renewals shall be obtained in the same or substantially similar form and manner as the initial permit, and shall also require:

(1) Completion and submission of a form created by the department of finance providing the associated short-term rental taxes and fees paid to the city for the previous permit year. The form, which shall be deemed confidential tax records for purposes of La. R.S. 47:1508, shall include at a minimum:

a. A statement indicating if the required taxes and fees were paid by the owner, a platform, or both, for the preceding tax year and in what total amounts;

b. The total number of nights the dwelling unit used as a short-term rental was rented in the previous calendar year;

c. The rates charged for each nightly rental; and

d. Any IRS Forms 1099 or other financial reports or documents provided to owners or operators by any platform related to rental activity on each platform used.

(2) Updated owner and operator contact information, if applicable;

(3) An attestation signed by the owner providing, in addition to the continued compliance with the items specified in subsection (c), above, that the short-term rental owner permit has not been revoked in the previous year;

(4) An updated list of platforms that are used to solicit books transactions for the dwelling unit associated with the short-term rental owner permit, and correlating

print-outs of the Universal Resource Locator (URL) soliciting the short-term rental (for example: http://www.vrbo.com/XXXXX or https://www.airbnb.com/rooms/XXXXX);

(5) Proof of a favorable, annual city fire inspection; and

(6) Proof of completion of a short-term rental course, to be provided by the department and made available virtually, within the previous permit year.

(g) For co-owned property, only one owner's permit shall be required, provided that the applicant certifies to the department that all owners independently meet the requirements for an owner's permit and that the applicant has secured all necessary approvals from the other owners to obtain a short-term rental permit.

Sec. 26-618. - Legal duties of a short-term rental owner permit holders.

(a) *Legal duties*. An owner possessing a short-term rental owner permit shall comply at all times with the following requirements:

(1) Insurance. The owner shall maintain in full force and effect at all times, a minimum of $1,000,000.00 in "commercial general liability" insurance per occurrence, combined single limit, for bodily injury, personal injury, and property damage arising in any way from the issuance of the permit or activities conducted pursuant to the permit, for each dwelling unit used as a short-term rental.

(2) Guest records. The owner shall maintain guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged. Such records shall be maintained for three years and shall be provided to the city upon request, in accordance with applicable law. Personally identifiable guest information may be redacted.

(3) Short-term rental advertisements. The owner shall ensure that the following information be provided in connection with any short-term rental advertisement and shall ensure, in any event, that each short-term rental listing advertises only one dwelling unit permitted as a short-term rental:

a. The short-term rental owner permit number;

b. The short-term rental operator permit number of the designated operator;

c. Whether the dwelling unit is wheelchair accessible or otherwise compliant with the Americans with Disabilities Act;

d. The number of available guest bedrooms as indicated on the owner permit; and

e. The maximum available occupancy of the dwelling unit as indicated on the owner permit.

(4) Adherence to dwelling and occupancy limits. Short-term rentals shall be subject to, and may not exceed, the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and density limitations set forth in the Comprehensive Zoning Ordinance.

(5) Required postings at the short-term rental.

a. The owner shall ensure that a copy of the owner permit is displayed in a location clearly visible from the street and legible to both guests and neighbors.

b. The owner shall ensure that the following are displayed in a location clearly visible and legible to guests:

i. An evacuation diagram identifying fire escapes and all means of egress from the dwelling unit and the building in which the dwelling unit is located;

ii. Trash disposal and recycling collection days; and

iii. Contact information for the city's short-term rental administration to facilitate reporting complaints.

(6) Health and safety. The owner shall ensure that each dwelling unit governed by this article complies with the following standards:

a. Walls, ceilings, floors, windows, fixtures and furnishings throughout the dwelling unit shall be maintained in a clean condition at all times and shall be in good repair.

b. All rooms shall be adequately lighted and properly ventilated by natural or artificial means or both, and shall be provided with adequate heating and air-conditioning facilities. All natural gas fired heaters shall be vented to the outside atmosphere.

c. Each guest shall be furnished with clean towels, washcloths, and bed linens. Sheets must be of sufficient width and length to completely cover the mattress and be turned under the mattress so as to properly secure the sheet. All towels, washcloths and bed linens shall be kept in good repair and changed between rentals.

d. All dishes, utensils, pots, pans and other cooking utensils shall be provided to guests in a safe and sanitary condition. The permittee shall ensure that all

perishables left by the guests are disposed of at the conclusion of a short-term rental.

e. Each dwelling unit shall have a working fire extinguisher, smoke alarms, and carbon monoxide detectors and shall comply with all applicable fire codes;

f. The dwelling unit shall have working locks, operable by guests, at all points of ingress and egress.

g. Every dwelling unit shall comply with applicable provisions of the Comprehensive Zoning Ordinance, the Minimum Property Maintenance Code as provided in Chapter 26, Article IV, and the New Orleans Building Code, as provided in section 26-14, et seq.

(7) Short-term rental guest use limitations. The owner shall ensure that no dwelling unit used as a short-term rental is used as a reception facility, or any other commercial use defined by the Comprehensive Zoning Ordinance, during guest use of the short-term rental.

(8) Criminal activity. The owner shall timely report any known or suspected criminal activity by a guest to the New Orleans Police Department.

(9) Reasonable inspections. The owner shall submit to inspections authorized by section 26-624(c).

(10) Owner/operator availability. The owner shall:

a. Ensure the permitted operator is available during all periods of guest occupancy, including nights and weekends, to facilitate compliance with this article. Availability requires, at a minimum, that the operator be:

i. Accessible by telephone.

ii. Able to resolve complaints within one hour of being contacted by neighbors regarding disruptive short-term rentals.

iii. Able to resolve complaints within one hour of being contacted by guests.

iv. Able to resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

b. Serve as the point of contact for guests, in addition to the operator, and be able to resolve complaints within one hour of being contacted by guests.

c. Receive and resolve complaints from neighbors regarding disruptive short-term rentals within one hour.

d. Receive and resolve complaints from the City of New Orleans and any of its departments regarding disruptive short-term rentals within one hour.

(11) Taxes and fees. Except for those instances in which a platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, as provided in section 26-622.1, the owner shall timely remit all applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a platform to collect and remit taxes and fees pursuant to

section 26-622.1 shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this article.

(12) Compliance with other laws. The owner shall ensure that any short-term rental fully complies with this article, the Comprehensive Zoning Ordinance, and all other applicable laws.

(b) *Prohibited acts.* The following acts shall be prohibited and may be grounds for suspension or revocation of a short-term rental owner permit, or any other remedy authorized by the article. Each instance of a prohibited act may be cited separately in any enforcement action.

(1) Advertising an illegal short-term rental.

(2) Exceeding in any advertisement, the legally available dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(3) Exceeding in any advertisement, the legally available guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(4) Exceeding in any advertisement, the legally available guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(5) Exceeding the dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(6) Exceeding the guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(7) Exceeding the guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(8) Using a dwelling unit as a reception facility, or for any other commercial use defined by the Comprehensive Zoning Ordinance, during a short-term rental. No special event permit shall be obtained for an event occurring at a dwelling unit during any period of guest occupancy.

(9) Rental of the dwelling unit by the hour or for any period less than one night.

(10) Rental of a single dwelling unit to more than one party of guests at one time.

(11) Short-term rental use that generates (i) excessive loud sound, (ii) offensive odors, (iii) public drunkenness, (iv) unlawful loitering, (v) litter, (vi) lewd conduct by guests or (vii) any effect that otherwise unreasonably interferes with neighbors' quiet enjoyment of their properties. For purposes of this paragraph, excessive loud sound means any noise generated from within the dwelling unit or having a nexus to the dwelling unit that is louder than a conversational level, or any music that is plainly audible from the property line of the lot containing the dwelling unit, between the hours of 10:00 p.m. and 8:00 a.m. Each instance and type of unreasonable interference defined in this paragraph shall constitute a separate violation of this section and may be cited separately in any enforcement action.

(12) Short-term rental use that places loads on structural elements or components of buildings, including, but not limited to, porches, balconies, and roof decks, in excess of the minimum design loads required by the Building Code.

(13) Violations of the submitted noise abatement plan, security and operation plan, or sanitation plan.

(14) Discriminating against any guest, or potential guest, because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

(15) Failure to comply with any other legal duty imposed by this article or correlating provisions in the Comprehensive Zoning Ordinance, and all other applicable laws.

(16) Failure to ensure that the licensed operator is available as required by section 26-618(a)(10).

(17) Advertising more than one dwelling unit for short-term rental in a single advertisement or listing.

(c) *Ongoing duty.* An owner possessing a short-term rental owner permit may delegate the performance of any duties set forth in this section to the permitted short-term rental operator identified in the owner's application to the department. Notwithstanding that delegation, the owner remains principally responsible for the performance of all duties created hereunder and may not assert the non-performance of a short-term rental operator as a defense to any action arising from a breach of the owner's duties under this article.

DIVISION 3. - SHORT-TERM RENTAL OPERATOR PERMIT

Sec. 26-619. - Short-term rental operator permit and application—Eligibility.

(a) Every dwelling unit used as a short-term rental in Orleans Parish shall be operated by a natural person age 18 or over holding a short-term rental operator permit.

(1) A natural person who holds a short-term rental owner permit may act as the operator, but must separately apply for and obtain a short-term rental operator permit.

(2) The short-term rental operator permit is valid for one year from the date of issuance, and shall be reapplied for annually.

(3) A separate short-term rental operator permit shall be required for each dwelling unit used as a short-term rental.

(b) The application for a short-term rental operator permit shall be on forms created by the department, which shall require, at a minimum, the following information:

(1) The name, address, phone number and email contact information of the operator.

(2) An attestation that the operator has read, understands, and agrees to comply with all legal duties imposed by this article, and in the Comprehensive Zoning Ordinance.

(3) Proof that the operator is at least 18 years of age.

(4) A nuisance prevention and neighborhood complaint response plan for each dwelling unit used as a short-term rental.

(5) Proof of completion of a short-term rental course, to be provided by the department and made available virtually.

(c) The department shall deny any short-term rental operator application that does not contain all of the information listed in section 26-619(a) and (b).

(d) Renewals shall be obtained in the same or substantially similar form and manner as the initial permit, and shall require:

(1) An attestation signed by the operator providing that, in addition to the items specified in subsection (b), above, that a short-term rental operator permit has not been revoked in the previous year;

(2) Updated contact information, if applicable; and

(3) Proof of completion of a short-term rental course, to be provided by the department and made available virtually, within the previous permit year.

(e) The operator permit shall be issued in two forms:

(1) A PDF or other document that lists the operator's contact information, as well as any other information deemed pertinent by the department; and

(2) A card bearing the photograph of the licensed operator and listing the address of the property being used as a short-term rental, owner license number, and operator license number.

Sec. 26-620. - Legal duties to short-term rental operator permit holders.

(a) *Legal duties*. Any person possessing a short-term rental operator permit shall comply at all times with the following requirements:

(1) Operator availability. The operator shall:

a. Be available during all periods of guest occupancy, including nights and weekends, to facilitate compliance with this article. Availability requires, at a minimum, that the operator:

i. Be accessible by telephone;

ii. Serve as the point of contact for neighbors, including receiving and resolving complaints within one hour of being contacted by neighbors regarding disruptive short-term rentals.

iii. Be able to resolve complaints within one hour of being contacted by guests.

iv. Be able to resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

b. Serve as the point of contact for guests, including receiving and resolving inquiries and complaints within one hour of being contacted.

c. Receive and resolve complaints from neighbors regarding disruptive short-term rentals within one hour.

d. Receive and resolve complaints within one hour of being contacted by the City of New Orleans and any of its departments.

(2) Guest records. The operator shall be solidarily responsible with the owner for ensuring full compliance with the guest record-keeping requirements set forth in section 26-618(a)(2).

(3) Short-term rental advertisements. The operator shall be solidarily responsible with the owner for ensuring full compliance with the advertising requirements set forth in section 26-618(a)(3).

(4) Adherence to dwelling and occupancy limits. The operator shall be solidarily responsible with the owner for ensuring full compliance with the dwelling-unit-per-lot-of-record, guest bedroom, guest occupancy, and density limitations set forth in section 26-618(a)(4).

(5) Required postings at the short-term rental. The operator shall be solidarily responsible with the owner for ensuring full compliance with the posting requirements set forth in section 26-618(a)(5).

(6) Health and safety. The operator shall be solidarily responsible with the owner for ensuring full compliance with each of the health and safety requirements set forth in section 26-618(a)(6).

(7) Short-term rental guest use limitations. The operator shall be solidarily responsible with the owner for ensuring that no dwelling unit associated with a short-term rental owner permit be used as a reception facility, or any other commercial use as set forth in section 26-618(a)(7).

(8) Criminal activity. The operator shall be solidarily responsible with the owner for reporting any known or suspected criminal activity by a short-term rental guest to the New Orleans Police Department as set forth in section 26-618(a)(8).

(9) Reasonable inspections. The operator shall be solidarily responsible with the owner for facilitating inspections required by section 26-618(a)(9).

(10) Compliance with other laws. The operator shall ensure that any short-term rental fully complies with this article, the Comprehensive Zoning Ordinance, and all other applicable laws.

(b) *Prohibited acts*. The following acts shall be prohibited and may be grounds for suspension or revocation of a short-term rental operator permit, or any other remedy authorized by the article. Each instance of a prohibited act may be cited separately in any enforcement action.

(1) Advertising an illegal short-term rental.

(2) Exceeding in any advertisement, the legally available dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(3) Exceeding in any advertisement, the legally available guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(4) Exceeding in any advertisement, the legally available guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(5) Exceeding the dwelling-unit-per-lot-of-record limitation set forth in the Comprehensive Zoning Ordinance.

(6) Exceeding the guest bedroom limitation set forth in the Comprehensive Zoning Ordinance.

(7) Exceeding the guest occupancy limitations set forth in the Comprehensive Zoning Ordinance.

(8) No dwelling unit associated with a short-term rental owner permit may be used as a reception facility, or any other commercial use defined by the Comprehensive Zoning Ordinance. No special event permit shall be obtained for an event occurring at a dwelling unit during any period of guest occupancy.

(9) Rental of the dwelling unit by the hour or for a period less than one night.

(10) Rental of a single dwelling unit to more than one party of guests at one time.

(11) Short-term rental use that generates (i) excessive loud noise, (ii) offensive odors, (iii) public drunkenness, (iv), unlawful loitering, (v) litter, (vi) lewd conduct by guests or (vii) any effect that otherwise unreasonably interferes with neighbors' quiet enjoyment of their properties. For purposes of this paragraph, excessive loud noise means any noise, generated from within the dwelling unit or having a nexus to the dwelling unit that is louder than a conversational level, or any music that is plainly audible from the property line of the lot containing the dwelling unit, between the hours of 10:00 p.m. and 8:00 a.m. Each instance and type of unreasonable interference shall constitute a separate violation of this section and may be cited separately in any enforcement action.

(12) Short-term rental use that places loads on structural elements or components of buildings, including, but not limited to, porches, balconies, and roof decks, in excess of the minimum design loads required by the Building Code.

(13) Violations of the submitted noise abatement plan, security and operation plan, or the sanitation plan.

(14) Discriminating against any guest, or potential guest, because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

(15) Failure of the operator to be available as required by law.

(16) Failure to show the operator's license card on request.

(17) Advertising more than one dwelling unit for short-term rental in a single advertisement or listing.

(18) Failure to comply with any other legal duty imposed by this article, correlating provisions in the Comprehensive Zoning Ordinance, or any other applicable law.

(c) The licensed operator is personally responsible for fulfilling these duties and may not delegate them to any other person or entity.

* * *

DIVISION 5. - DEPARTMENT OF SAFETY AND PERMIT'S SHORT-TERM RENTAL RESPONSIBILITIES AND POWERS

Sec. 26-624. - Departmental authority.

(a) *Receive short-term rental applications.* The department shall receive and process all short-term rental permit applications and determine applicant eligibility.

(b) *Issue eligible short-term rental permits.* The department shall issue permits only to eligible applicants, as determined by the department.

(c) *Inspections.*

(1) The director of the department or a duly authorized representative shall have the power to inspect any short-term rental to determine compliance with this article.

(2) Inspection may occur at any reasonable time, upon the production of proper identification by a representative of the department, whenever the director of the department has a reasonable belief that a dwelling unit or a short-term rental is in violation of any of the provisions of this article, the Comprehensive Zoning Ordinance, or the Building Code as provided in City Code section 26-14 et seq.

(3) Prior to any inspection of an occupied dwelling unit, the department shall present credentials to the owner, operator, or guest and request entry. If the short-term rental is unoccupied, the department shall attempt to locate the owner or operator and request entry. If the department does not obtain timely consent to enter a dwelling unit, it may attempt to secure entry as provided in subsection (4), below.

(4) Warrant for inspection. If the owner or operator of the short-term rental refuses within 72 hours of department's request, admittance to the director of the department or his/her duly authorized representative for the purpose of making an inspection or examination of the premises, the director or his representative may present an affidavit to any judge of the municipal court stating that he has cause to believe that an inspection of the designated premises will reveal designated violations of this article.

a. The affidavit alleging probable cause shall identify the factual basis for the belief that the short-term rental is not in compliance with this article, or correlating provisions in the Comprehensive Zoning Ordinance.

b. Upon receiving the affidavit, the judge may issue a warrant authorizing the director or his representative to search the premises. The scope of the search authorized by the warrant shall be limited to a search for those designated, alleged violations.

(5) An owner may avoid an inspection authorized by this section by voluntarily forfeiting his or her short-term rental owner's permit, in which case the permit shall be deemed revoked. Nothing herein shall limit the authority of a law enforcement body to secure a search warrant in connection with criminal activity at a dwelling unit unrelated to compliance with this article or the authority of the department to conduct lawful inspections of a dwelling unit unrelated to compliance with this article.

(d) *Rescission of permits*. The department is authorized to cancel and rescind a permit issued under this article whenever a permit so issued is in error, was issued on the basis of inaccurate or misleading information, or contravenes this article or the Comprehensive Zoning Ordinance.

(e) *Suspension of permits where life safety issues are present.* The department may suspend a short-term rental owner permit issued under this article whenever the property it corresponds to is the subject of a violation of building code that may endanger the life or safety of persons on the property. This suspension shall end automatically when the Director or their designee determines that the violation has been abated.

(f) *Identification of non-short-term rental transient lodging offered on Platforms.* The department shall issue, at no charge to businesses, an identification number to any transient lodging business in good standing that uses a platform to facilitate booking transactions. To obtain this identification number, the transient lodging business must provide the department with the following information:

(1) The name of the business;

(2) The business address; and

(3) The business's occupational license.

(g) *Enforcement.*

(1) The department shall prioritize the enforcement and adjudication of violations of section 26-618(b)(1) through (b)(7) and section 26-620(b)(1) through (b)(7) and section 26-618(b)(16) and take all available steps to adjudicate said violations immediately upon receiving evidence of the violation from a platform or otherwise.

(2) The department shall not be responsible for the enforcement of correlating taxation provisions dictated by Chapter 150 of the Code of the City of New Orleans.

(h) *Records.* The department shall maintain a registry of all permit types and correlating permit numbers issued to owners, operators, and platforms pursuant to this article.

(i) *Rules and regulations.* The department may issue rules and regulations related to the issuance of short-term rental licenses and enforcement of short-term rental laws.

(j) *Dashboard.* The department shall establish a public facing dashboard listing all short-term rental applications; owner and operator permits with photo ID cards; the addresses of properties the department has delisted from any platform, if available; and all addresses

with open, pending, and adjudicated violations. The dashboard shall further indicate the number of adjudications per week and the dispensation of any adjudicated violation. In addition, the dashboard shall list all lots subject to the five-year permit revocation contained in section 26-628(f). The public facing dashboard shall be updated on weekly basis.

* * *

DIVISION 6. – ENFORCEMENT

* * *

Sec. 26-628. - General suspension and revocation procedures.

(a) A permit issued pursuant to this article may be suspended for a term or revoked in its entirety for violations of this article or any other law incorporated herein.

(b) If a permit is revoked, the permittee may not reapply for a permit for a period of five years from the date of revocation.

(c) The decision to suspend or revoke a permit shall be at the discretion of the hearing officer based on the severity of the violation and any other mitigating or aggravating circumstances surrounding the violation.

(d) Without limiting the situations in which the hearing officer might deem revocation appropriate, revocation shall be mandatory in the following circumstances:

(1) A short-term rental owner permit shall be revoked if the hearing officer determines by a preponderance of the evidence that:

i. The owner violated section 26-618(a)(3).

ii. The owner violated section 26-618(a)(4).

iii. The owner violated section 26-618(a)(7).

iv. The owner violated section 26-618(a)(8).

v. The owner violated section 26-618(b)(1).

vi. The owner violated section 26-618(b)(2).

vii. The owner violated section 26-618(b)(3).

viii. The owner violated section 26-618(b)(4).

ix. The owner violated section 26-618(b)(5)

x. The owner violated section 26-618(b)(6)

xi. The owner violated section 26-618(b)(7)

xii. The owner violated section 26-618(b)(8)

xiii The owner violated section 26-618(b)(14)

xiv. The owner made false, misleading or fraudulent statement(s) in the permit application, subterfuge for the purpose of evading any requirement of this article.

xv. Any three separate violations of any of the following sections have occurred during a 12-month period:

a. Section 26-618(a)(1)

b. Section 26-618(a)(2)

c. Section 26-618(a)(5)

d. Section 26-618(a)(6)

e. Section 26-618(a)(9)

f. Section 26-618(a)(10)

g. Section 26-618(a)(11)

h. Section 26-618(a)(12)

i. Section 26-618(b)(9)

j. Section 26-618(b)(10)

k. Section 26-618(b)(11)

l. Section 26-618(b)(12)

m. Section 26-618(b)(13)

n. Section 26-618(b)(15)

o. Section 26-618(b)(16)

(2) A short-term rental operator permit shall be revoked if the hearing officer determines by a preponderance of the evidence that:

i. The operator violated section 26-620(a)(3).

ii. The operator violated section 26-620(a)(4).

iii. The operator violated section 26-620(a)(7).

iv. The operator violated section 26-620(a)(8).

v. The operator violated section 26-618(b)(1).

vi. The operator violated section 26-618(b)(2).

vii. The operator violated section 26-618(b)(3).

viii. The operator violated section 26-618(b)(4).

ix. The operator violated section 26-618(b)(5).

x. The operator violated section 26-618(b)(6).

xi. The operator violated section 26-618(b)(7).

xii. The operator violated section 26-620(b)(8).

xiii. The operator violated section 26-620(b)(14).

xiv. The operator violated section 26-620(b)(17).

xv. The operator made false, misleading or fraudulent statement(s) in the permit application, or misrepresented material facts in the permit application, or used any scheme or subterfuge for the purpose of evading any requirement of this article

xvi. Any three separate violations of any of the following sections have occurred during a 12-month period:

a. Section 26-620(a)(1)

b. Section 26-620(a)(2)

c. Section 26-620(a)(5)

d. Section 26-620(a)(6)

e. Section 26-620(a)(9)

f. Section 26-620(a)(10)

g. Section 26-620(b)(9)

h. Section 26-620(b)(10)

i. Section 26-620(b)(11)

j. Section 26-620(b)(12)

k. Section 26-620(b)(13)

l. Section 26-620(b)(15)

m. Section 26-620(b)(16)

n. Section 26-620(b)(18)

(e) An appeal with respect to the revocation of any short-term rental permit must be executed within 30 days of the issuance of the order of revocation.

(f) When an owner or operator permit is revoked under section 26-628(d)(1) or section 26-628(d)(2), a hearing officer shall order that a property be prohibited from operating as a short-term rental for a period of five years. This order, once recorded, shall constitute a charge on the immovable property that shall be effective against third parties and shall prohibit all current and future owners from obtaining a short-term rental owner's permit on the property for the period of five years from the date of the order."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

MOTION

(LYING OVER)

NO. M-23-426

CITY HALL: September 21, 2023

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is hereby directed to conduct a public hearing to consider amendments to Ordinance No. 4,264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to eliminate Non-Commercial Short-Term Rentals as a defined land use and update any and all relevant provisions governing the zoning and use standards for short-term rentals, including the removal of all references to Non-Commercial Short-Term Rental.

BE IT FURTHER MOVED, That any fees required to effectuate this request and the Project Neighborhood Participation Program requirement are both waived.

BE IT FURTHER MOVED, That in the process of studying and reviewing the proposed amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed, and/or appropriate, to make appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION OF THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)

NO. M-23-427

CITY HALL: September 21, 2023

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND GREEN

WHEREAS, The Council of the City of New Orleans adopted ordinances to define, categorize, and regulate short-term rentals; and

WHEREAS, Those ordinances were adopted pursuant to the City's police power to preserve the City's permanent housing stock, balance the economic opportunity created by short-term rentals with the need to maintain a supply of long-term rental housing stock available at a range of prices, reduce any indirect negative effects on the availability of affordable housing that results from the dedication of long-term housing stock to short-term rental use, create a level playing field for all parties engaged in the business of providing lodging, ensure the sufficient collection of tax revenue, mitigate the disruptive effects that unmonitored short-term rentals can have on neighborhoods, and protect the livability and quality of life of the City's residential neighborhoods; and

WHEREAS, The Council passed new legislation to reevaluate and redefine residential short-term rentals regulations on March 23, 2023 through Ordinance No. 29,382 M.C.S.; and

WHEREAS, The new regulations sought to mitigate the negative consequences of short-term rental use in residential neighborhoods; and

WHEREAS, The Council's regulatory efforts have been upended by litigation, leaving the Council with no remaining option other than a whole scale prohibition on all non-commercial short-term rental use; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is directed to conduct a public hearing to amend and reordain Ordinance No. 4264 M.C.S., amended by Ordinance No. 26,413 M.C.S., as amended, the Comprehensive Zoning Ordinance of the City of New Orleans, to amend Article 19 to establish a new Interim Zoning District to be named the *Non-Commercial Short-Term Rental Interim Zoning District* (IZD), the intent of which is to prohibit the Short-Term Rental, Non-Commercial use within all areas of the City of New Orleans. These prohibitions shall apply citywide.

Aside from the use prohibited herein, all other permitted and conditional uses shall be as provided in the Comprehensive Zoning Ordinance.

BE IT FURTHER MOVED, That the Council hereby waives the Project Neighborhood Participation Program requirement of Article 4 of the Comprehensive Zoning Ordinance for purposes of this IZD.

BE IT FURTHER MOVED, That in accordance with Article 19, Section 19.3.C.4 of the Comprehensive Zoning Ordinance, all appropriate agencies of the City shall not accept any new applications for permits or licenses or issue any permits or licenses that are in conflict with the intent and provisions of the proposed IZD for any property during consideration of this matter; the IZD is to be in effect for a period of one year and is subject to extension as provided by Section 3-126 of the City Charter; and applications to appeal this IZD shall be submitted to the City Council which shall have 60 days from receipt to approve or deny the appeal by Council motion.

BE IT FURTHER MOVED, That in the process of reviewing this amendment, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed and/or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

1770

Calendar No. 35,093 (Rev) (Exp)

31 DEC '24 PM04:15 RECEIVED CAO

Name Daisy Ellis Ext. 8-2508
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The proposed ordinance restricts the sale of flavored alternative nicotine products, including pouches and vapes, to tobacco-specific businesses. The ordinance will reduce the accessibility of flavored nicotine products to youth in New Orleans.

1. _____
Department Head
2. _____ 12/11/24
Department of Law
3. _____ 12/12/2024
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Health

Name of Contact Person: Dr. Jennifer Avegno

Telephone Number: 504-658-2518

Email Address: Jennifer.avegno@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The proposed ordinance would restrict the sale of all flavored alternative nicotine products, including pouches and e-cigarettes, to tobacco-specific retailers (smoke shops). This would remove flavored alternative nicotine products from hundreds of retail locations and reduce youth access to these harmful and addictive items.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

[X] **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The proposed ordinance would add Chapter 82, Article XV. – 'Sale of Flavored Alternative Nicotine Products Limited to Tobacco-Specific Businesses' to the municipal code.

The general content/requirements of the existing Code provision:

Chapter 82 is concerned with health and sanitation in the City of New Orleans. This would be an additional, new article concerned with the sale of flavored alternative nicotine products.

How the proposed ordinance will alter the existing Code provision(s):

The proposed ordinance will add an additional restriction to existing code that will remove flavored products from tobacco retailers like gas stations, convenience stores, and bodegas and their sale to tobacco-specific businesses.

Why these changes are needed:

In recent years, the use of flavored alternative nicotine products has exploded among young people. 30% of Louisiana students regularly use these products, and 90% of those youth use a flavored item. Flavored alternative nicotine products are addictive, damaging to the physical and mental health of these young people, and easily accessible at common locations like gas stations and corner stores.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: April 10, 2025

CALENDAR NO. 35,093

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS THOMAS, GIARRUSSO, GREEN, KING AND HARRIS (BY REQUEST)

AN ORDINANCE to ordain Chapter 82, Article XV, Sections 82-718 – 82-723 of the Code of the City of New Orleans to restrict the sale of flavored alternative nicotine products, specifically vapes and pouches, to tobacco-specific businesses; and otherwise to provide with respect thereto.

WHEREAS, the sale and distribution of tobacco products to individuals under the age of 21 is prohibited by Louisiana law (La. R.S. 14:91.8), with the intent to prevent youth access to harmful tobacco products; and

WHEREAS, flavored tobacco products, including alternative nicotine products like vapes and pouches, have been shown to appeal particularly to youth and young adults, with 90% of middle and high school tobacco users reporting use of a flavored product; and

WHEREAS, a study in San Francisco found that after implementing a flavor restriction, the prevalence of flavored tobacco use decreased significantly among young adults, with 20% of participants quitting tobacco use altogether and an additional 14% reducing their tobacco use; and

WHEREAS, flavored nicotine products have been made readily available to young people across New Orleans in corner stores and gas stations within close walking distance of every high school; and

WHEREAS, research has found that increased baseline exposure to e-cigarette advertising, including point-of-sale advertising in stores, is linked to a higher chance of subsequently reporting nicotine use within the last 30 days among youth aged 13-20; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Chapter 82, Article XV of the Code of the City of New Orleans is hereby ordained to read as follows:

"Chapter 82 – HEALTH AND SANITATION

ARTICLE XV. – SALE OF FLAVORED ALTERNATIVE NICOTINE PRODUCTS LIMITED TO TOBACCO-NICOTINE SPECIFIC BUSINESSES

Sec. 82-718. – Definitions

For the purposes of this article, the following terms shall have the following meanings:

Tobacco-Nicotine Specific Business shall mean a retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products, tobacco accessories, nicotine, nicotine products or nicotine product accessories, such that the sale of other products is merely incidental.

Tobacco-Nicotine Retail Location shall mean any retail store with a tobacco permit that sells gasoline, grocery or household items, any hot food items, alcohol, technology such as cell phones and chargers, wire transfer services, lottery, or other such products such that customers reasonably enter the store with the intent to purchase items that do not contain nicotine.

Alternative Nicotine Product shall mean any product or device not FDA approved for nicotine replacement therapy and not consisting of or containing tobacco, which provides for

nicotine to be ingested in the body, including but not limited to all types of vapes, e-cigarettes, and pouches.

Traditional Tobacco Product means any product intended for nicotine to be ingested into the body that contains tobacco, such as a cigar, cigarette, smokeless tobacco, dip, or smoking tobacco.

Flavored when qualifying alternative nicotine or traditional tobacco product shall mean that the product contains a constituent which imparts a flavor, including menthol.

Sec. 82-719. – Limitation of Sale of Flavored Alternative Nicotine Products

Notwithstanding anything else contained in the City Code, the sale of flavored alternative nicotine products shall be limited to tobacco-nicotine specific businesses.

Sec. 82-720. – Regulations

Pursuant to Section 2-1000 of the City Code, the New Orleans Health Department may promulgate rules and regulations in accordance with the provisions contained in this article and such other rules and regulations as may be necessary for the purpose of implementing and carrying out the provisions of this article.

Sec. 82-721. – Enforcement

1. The New Orleans Health Department, the New Orleans Department of Safety and Permits, and the New Orleans Police Department shall have the power to enforce the provisions of this article.
2. The New Orleans Health Department shall perform a compliance check after receiving a complaint to determine if a tobacco-nicotine retail location is in compliance with this article.

Sec. 82-722. – Violations and Penalties

1. Nothing contained in this article prohibits the sale of non-flavored alternative nicotine products and flavored traditional tobacco products by any tobacco-nicotine retail location.
2. It shall be unlawful for any tobacco-nicotine retail location to fail to comply with the limitation set forth in Section 82-720.
3. Any person or entity who violates this article shall be subject to penalties in accordance with Section 1-13 of this Code. Each day that such violation exists shall constitute a separate and distinct offense. Notice and hearing requirements for determining violation(s), fines, and penalties shall be in accordance with the administrative procedures provided in Chapter 6, Article II of the City Code."

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the provisions of this ordinance shall become effective on July 1, 2025.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ENGROSSED VERSION:

Chapter 82 – HEALTH AND SANITATION

ARTICLE XV. – SALE OF FLAVORED ALTERNATIVE NICOTINE PRODUCTS LIMITED TO TOBACCO-NICOTINE SPECIFIC BUSINESSES

Sec. 82-718. – Definitions

For the purposes of this article, the following terms shall have the following meanings:

Tobacco-Nicotine Specific Business shall mean a retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products, tobacco accessories, nicotine, nicotine products or nicotine product accessories, such that the sale of other products is merely incidental and almost all transactions include a nicotine-containing product.

Tobacco-Nicotine Retail Location shall mean any retail store with a tobacco permit that sells gasoline, grocery or household items, any hot food items, alcohol, technology such as cell phones and chargers, wire transfer services, lottery, or other such products such that customers reasonably enter the store with the intent to purchase items that do not contain nicotine.

Alternative Nicotine Product shall mean any product or device not FDA approved for nicotine replacement therapy and not consisting of or containing tobacco, which provides for nicotine to be ingested in the body, including but not limited to all types of vapes, e-cigarettes, and pouches.

Traditional Tobacco Product means any product intended for nicotine to be ingested into the body that contains tobacco, such as a cigar, cigarette, smokeless tobacco, dip, or smoking tobacco.

Flavored when qualifying alternative nicotine or traditional tobacco product shall mean that the product contains a constituent which imparts a flavor, including menthol.

Sec. 82-719. – Limitation of Sale of Flavored Alternative Nicotine Products

Notwithstanding anything else contained in the City Code, the sale of flavored alternative nicotine products shall be limited to tobacco-nicotine specific businesses.

Sec. 82-720. – Regulations

Pursuant to Section 2-1000 of the City Code, the New Orleans Health Department may promulgate rules and regulations in accordance with the provisions contained in this article and

such other rules and regulations as may be necessary for the purpose of implementing and carrying out the provisions of this article.

Sec. 82-721. – Enforcement

1. The New Orleans Health Department, the New Orleans Department of Safety and Permits, and the New Orleans Police Department shall have the power to enforce the provisions of this article.
2. The New Orleans Health Department shall perform a compliance check after receiving a complaint to determine if a tobacco-nicotine retail location is in compliance with this article.

Sec. 82-722. – Violations and Penalties

1. Nothing contained in this article prohibits the sale of non-flavored alternative nicotine products and flavored traditional tobacco products by any tobacco-nicotine retail location.
2. It shall be unlawful for any tobacco-nicotine retail location to fail to comply with the limitation set forth in Section 82-720.
3. Any person or entity who violates this article shall be subject to penalties in accordance with Section 1-13 of this Code. Each day that such violation exists shall constitute a separate and distinct offense. Notice and hearing requirements for determining violation(s), fines, and penalties shall be in accordance with the administrative procedures provided in Chapter 6, Article II of the City Code.

MOTION
(LYING OVER)
NO. M-25-254

CITY HALL: **April 24, 2025**

BY: COUNCILMEMBERS THOMAS, GIARRUSSO, HARRIS, GREEN AND KING (BY REQUEST)

WHEREAS, Louisiana law (La. R.S. 14:91.8) prohibits the sale and distribution of tobacco products to individuals under the age of 21, with the intent to prevent youth access to harmful tobacco products; and

WHEREAS, research has shown that both vape shops and traditional tobacco product shops tend to be disproportionately located in communities of lower socio-economic status and with lower air quality; and

WHEREAS, research has found that increased baseline exposure to e-cigarette advertising, including point-of-sale advertising in stores, is linked to an increase in the subsequent reporting of nicotine use within the last 30 days among youth aged 13-20; and

WHEREAS, flavored tobacco and nicotine products sold at tobacco-nicotine businesses, including alternative products like vapes and pouches, have been shown to appeal particularly to youth and young adults, with 90% of middle and high school tobacco users reporting use of a flavored product; **NOW, THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Planning Commission is hereby directed to conduct a public hearing to consider amending and reordaining Article 26 of the Comprehensive Zoning Ordinance of the City of New Orleans (Ordinance No. 4,264 M.C.S., as amended by Ordinance No. 26,413 M.C.S. and subsequent amendments) to create a new use definition for a "Tobacco-Nicotine Business," which is defined as follows:

A retailer with a unique municipal address whose primary activity is the sale, manufacture, or promotion of tobacco, tobacco products and accessories, or nicotine, nicotine products and accessories, such that the sale of other products is merely incidental.

BE IT FURTHER MOVED, That the City Planning Commission is directed to identify which zoning districts shall allow Tobacco-Nicotine Business and any applicable use standards.

BE IT FURTHER MOVED, That the City Planning Commission is also directed to consider appropriate distance and density restrictions for Tobacco-Nicotine Businesses to ensure these businesses are appropriately spaced, are compatible with their surroundings, and that new Tobacco-Nicotine Businesses shall be at least one mile from existing Tobacco-Nicotine Businesses.

BE IT FURTHER MOVED, That any fees required to effectuate this request and the Project Neighborhood Participation Program requirement are both waived.

BE IT FURTHER MOVED, That in the process studying and reviewing this request, the City Planning Commission staff is directed and granted the flexibility to make all appropriate changes to the proposed regulations and any existing corresponding regulations in the Comprehensive Zoning Ordinance, as amended, to establish consistency and continuity with the format of the existing zoning code, to add references wherever references are customary, needed and/or appropriate, to make the appropriate adjustments to clarify any ambiguities or mistakes, and to make adjustments deemed necessary in light of public testimony resulting from this review.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Health

Name of Contact Person: Daisy Ellis

Telephone Number: 504-250-5621

Email Address: Daisy.ellis@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

The proposed motion would define "Tobacco-Nicotine Business" as a distinct land us

and direct the City Planning Commission to determine in which zoning districts these

businesses can operate, along with any rules or limitations that should apply to them.

It also calls for the CPC' s consideration of distance and density restrictions to ensure

compatibility with surrounding areas and limit youth exposure to harmful nicotine product

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

1783

Calendar No. (Rev)
(Exp)

Name Daisy Ellis Ext. 8-2508
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The proposed motion would define "Tobacco-Nicotine Business" as a distinct land use and direct the City Planning Commission to determine in which zoning districts these businesses can operate, along with any rules or limitations that should apply to them. It also calls for the City Planning Commission's consideration of distance and density restrictions, including a requirement that new Tobacco-Nicotine Businesses are located at least one mile from existing ones, to ensure compatibility with surrounding areas and limit youth exposure to harmful and addictive nicotine products.

1. _____
Department Head
2. Hannah Rowe
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: April 24, 2025

CALENDAR NO. 35,103

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS

AN ORDINANCE to establish the Children's Benevolence Fund as Division 55 of Article III in Chapter 70 of the Code of the City of New Orleans; to ordain Sections 70-415.344 through 70-415.349 of the Code of the City of New Orleans within said Division; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Children's Benevolence Fund be and hereby is established as Division 55 of Chapter 70, Article III of the Code of the City of New Orleans and that Sections 70-415.344 through 70-415.349 are ordained and established therein to read as follows:

"CHAPTER 70 - FINANCE

* * *

ARTICLE III. – FUN DS

* * *

DIVISION 55. Children's Benevolence Fund

Sec. 70-415.344. – Fund Created.

There is hereby created a special fund designated as the Children's Benevolence Fund (hereinafter "Fund").

Sec. 70-415.345. – Purpose.

The Fund shall be used exclusively to provide financial assistance to the Orleans Parish School Board and is intended both to resolve a dispute over the imposition of fees by the city in connection with certain taxes on behalf of the Orleans Parish School Board and to promote the valuable public purpose of ensuring continuity for vital services provided to children through the public schools.

Sec. 70-415.346. – Funding Sources and Uses.

The following amounts and funds shall be deposited annually by April 1 into the Fund, through and including fiscal year 2034, and distributed annually to the Orleans Parish School Board:

(a) The full amount of all "School Support Payments" described in Section 4.5 of the Second Amended and Restated Lease by and among the New Orleans Building Corporation, Jazz Casino Company, L.L.C. and the city;

(b) A $3 million appropriation from general revenue sources to fund the ThriveKids Student Wellness Project or a comparable program dedicated to serving the mental-health needs of students; and

(c) A $1 million appropriation from general revenue sources to fund programming through YouthForceNOLA, the New Orleans Career Center, or a comparable provider of vocational and workforce development services.

Sec. 70-415.347. – Restrictions on Fund.

Funds deposited into the Fund shall remain in the Fund until transferred for the purposes specified in section 70-415.346 and may not be transferred into the general fund or any other funds, except as expressly authorized in this section. If the city and the Orleans Parish School Board are unable to agree to a multi-year cooperative endeavor agreement memorializing the funding obligations established herein, the funding may be authorized and allocated through a budget ordinance authorizing an inter-governmental transfer.

Sec. 70-415.348. – Required Reports and Participation Requirements.

(a) The Director of Finance shall keep detailed and accurate records in the administration of the Fund and shall make annual reports to the Chief Administrative Officer and City Council, via the Clerk of Council, giving a complete and detailed written accounting of all revenues in the Fund, and any expenditures made therefrom.

(b) To receive an appropriation as described herein, a representative of the Orleans Parish School Board shall appear and present annually at the first scheduled budget hearing conducted each year as part of the annual budget and as otherwise requested by the Council or its committees.

Sec. 70-415.349. – Administration of Fund.

The Fund shall be administered by the Director of the Department of Finance and shall be kept in an interest-bearing account, with interest accruing to the benefit of and to become part of the Fund.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: May 8, 2025

CALENDAR NO. 35,117

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, HARRIS AND KING

AN ORDINANCE to amend Ordinance No. 30,140 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2025" to subdivide the "Other Operating" fund allocation for the Department of Sanitation, to de-appropriate monies from certain sub-divided categories, and otherwise to provide with respect thereto.

WHEREAS, the New Orleans Home Rule Charter governs the adoption of the City operating budget and vests the Council with broad control over appropriations; and

WHEREAS, Section 3-115(2) of the Charter states that the Council shall adopt the annual operating budget ordinance in the form submitted by the Mayor and in accordance with Section 6-201(2)(b) of Charter, but may increase, decrease, or delete any item of appropriation recommended by the Mayor; and

WHEREAS, Section 3-115(2) of the Charter further provides that the Council, with the concurrence of two-thirds of its members, may add new items of appropriation or subdivide items of appropriation, provided, however, that all appropriations for personal services shall be made only in lump sum amounts and not by specific positions or rates of pay, except as otherwise provided by applicable law; and

WHEREAS, amendments to the annual operating budget ordinance shall be considered and approved by the Council under the same procedures prescribed for its original adoption; and

WHEREAS, all city contracts contain a provision providing for automatic termination by operation of law, without notice, in the event of non-appropriation of funds sufficient to maintain the agreement without liability to the city beyond those amounts appropriated and encumbered; and

WHEREAS, the Council harbors deep concerns about the adequacy and fairness of the procurement for the professional services contracts in Sanitation Service Area 5 (French Quarter and Downtown Development District), as well as the substantive terms providing (in contravention of CAO Policy) for a five-year term without the possibility of termination without cause; and

WHEREAS, the Council desires to use its plenary budgetary authority to establish funding sub-categories, the express purpose of which is to defund professional services contracts in Sanitation Service Area 5 and thereby terminate any existing agreement; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 30,140 M.C.S., as amended, be amended and re-ordained to delete the "200-Other Operating" appropriation to the Department of Sanitation (lines 62) and to substitute the following in its place:

"DEPARTMENT OF SANITATION

* * *

200 – Other Operating

200(A) General other operating expenses (including professional services agreements other than for Sanitation Area 5)	$71,242,723
200(B) Professional service agreements for Sanitation Area 5	$0"

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That is the intent of this Ordinance, consistent with the Council's authority to subdivide appropriations and to reduce appropriations, to make an express and un-ambiguous de-appropriation of city funds available for professional services agreements in Sanitation Area 5. Any previous appropriation or encumbrance inconsistent with this intent is revoked. The use or re-dedication of funding from departments other than the Department of Sanitation, or from other funding groups within the Department of Sanitation, to pay for professional services agreements for Sanitation Area 5 shall be prohibited.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: MAY 28, 2025

CALENDAR NO. 35,127

NO: _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORRELL, MORENO, GIARRUSSO, AND KING

AN ORDINANCE to require the criminal justice agencies to use the City's current enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council to delineate how City funds are allocated within their respective agencies; and otherwise to provide with respect thereto.

WHEREAS, pursuant to section 3-115 of the Home Rule Charter, the City Council is responsible for adopting the City's annual operating budget and authorized to increase, decrease, add, or subtract any budget appropriations within certain legal constraints; and

WHEREAS, pursuant to Charter section 6-102, any entity which expends City funds or seeks an operating budget appropriation, including, among others, the Municipal and Traffic Court of New Orleans, and the Orleans Parish Criminal District Court, Orleans Parish Communications District, Orleans Parish Coroner, Orleans Parish District Attorney, Orleans Parish Juvenile Court, Orleans Parish Sheriff, and Orleans Parish Public Defender ("Criminal Justice Agencies"), must submit detailed data for inclusion in the Mayor's proposed budget; and

WHEREAS, to facilitate the review of the requested operating budget appropriations, the City Council conducts public hearings at which all City departments and agencies which receive funding from the City, including the Criminal Justice Agencies, appear to discuss their proposed budgets; and

WHEREAS, over the last eight years, the Council has increased appropriations to the Sheriff to ensure that the parish jail, the Orleans Justice Center, is fully staffed and complies with state and federal regulations and court orders concerning the operations of the Justice Center; and

WHEREAS, the Sheriff has full control and responsibility over the Justice Center and those incarcerated therein; and

WHEREAS, ten inmates escaped from the Justice Center on Friday, May 16, 2025, resulting in a multi-agency manhunt for the escapees; and

WHEREAS, at a joint meeting of the Council's Criminal Justice Committee and the Committee of the Whole on May 20, 2025, convened to discuss escape, several issues were raised concerning the lack of transparency and accountability regarding the funding that the Council budgets to the Sheriff's office; and

WHEREAS, during the joint meeting, representatives from the Sheriff's office were unable to provide satisfactory answers and detailed information related to its funding and contracting while also asking for additional appropriations for personnel and "improvements" to the Justice Center; and

WHEREAS, the Council anticipates that ongoing additional expenses will be incurred by the Criminal Justice Agencies to respond to the current crisis and to harden the system against future security breaches; and

WHEREAS, the City faces dire budgetary issues and the Council strives to reduce spending and allocate funds where necessary; and

WHEREAS, if the Council is to maintain a balanced budget, any additional funding of Criminal Justice Agencies requires proportional spending cuts to other City programs and services; and

WHEREAS, it is in the public's interest that the Council receive full transparency from the Criminal Justice Agencies on their expenditures and encumbrances of city money; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That, with regards to City-appropriated funds used in-whole or in-part, each of the Municipal and Traffic Court of New Orleans, and the Orleans Parish Criminal District Court, Orleans Parish Communications District, Orleans Parish Coroner, Orleans Parish District Attorney, Orleans Parish Juvenile Court, Orleans Parish Sheriff, and Orleans Parish Public Defender shall establish and implement the City's current enterprise resource planning system (BRASS) or similar contracting and procurement database approved by the City Council (the "System") to provide the City Council full, itemized accounting of its respective personnel costs, operating costs, and contract obligations

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That each of the Municipal and Traffic Court of New Orleans, and the Orleans Parish Criminal District Court, Orleans Parish Communications District, Orleans Parish Coroner, Orleans Parish District Attorney, Orleans Parish Juvenile Court, Orleans Parish Sheriff, and Orleans Parish Public Defender (i) shall make a good faith effort to implement the System, working with City personnel as needed; (ii) shall submit to the Clerk of Council and Council Fiscal Office on the 15th day of each month for the prior month's activity a report regarding the status of the implementation of the System and a fiscal report itemizing by line all expenditures or encumbrances of City funds with detail of its allocation of City funds, including, but not limited to, purchase orders, invoices, receipts, and contract documents; and (iii) shall brief the Council's Criminal Justice Committee on

the submitted reports during each of its quarterly meetings held pursuant to Section 2-61 of the City Code.

SECTION 3. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That each of the Orleans Parish Sheriff, Orleans Parish District Attorney, and Orleans Parish Criminal District Court shall comply with Section 1 within one year of the date of adoption of this ordinance and shall comply with Section 2 within 90 days of the date of adoption of this ordinance.

SECTION 4. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the Clerk of Orleans Parish Criminal District Court, the Municipal and Traffic Court of New Orleans, the Orleans Parish Communications District, the Orleans Parish Coroner, the Orleans Parish Juvenile Court, and the Orleans Public Defender shall comply with Section 1 within two years of the date of adoption of this ordinance, and shall comply with Section 2 beginning one year from the date of adoption of this ordinance.

SECTION 5. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the Council will appropriate funds as necessary to carry out the provisions of this ordinance.

SECTION 6. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the Clerk of Council shall provide a certified copy of this ordinance via U.S. Mail, and the Council's Fiscal Office shall also provide an electronic copy of this ordinance, to each of the Criminal Justice Agencies listed herein.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____

MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____

ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 12, 2025

CALENDAR NO. 35,133

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS MORENO, MORRELL, HARRIS AND KING

AN ORDINANCE to amend and reordain Section 147-7 of the Code of the City of New Orleans, relative to the establishment of a public-facing dashboard developed, monitored, and updated by the Police Department, acting in conjunction with the New Orleans Office of Homeland Security and Emergency Preparedness Real-Time Crime Center, providing required metrics, data, and information concerning the use of surveillance technologies; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Section 147-7 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"Chapter 147- SURVEILLANCE TECHNOLOGY AND DATA PROTECTION

* * *

Section 147-7. Public-facing dashboard.

The police department shall publish and maintain a dashboard on the city's website regarding the departments use of surveillance technology permitted pursuant to this chapter. The dashboard shall contain data regarding (i) each request for use of facial recognition technology; (ii) surveillance technology databases used pursuant to written agreement; and (iii) a link to NOPD's dashboards reporting disciplinary violations of this chapter. The data required by this section shall

be searchable and downloadable in a comma-separated value or similar spreadsheet format and shall include the following information:

(a) Data regarding requests for use of facial recognition technology.

(1) The name and employee ID number of the officer making the request;

(2) The name and employee ID number of the supervisor who approved the request;

(3) The date on which the request was granted;

(4) The enumerated crime(s) justifying the use;

(5) The age, gender, and race of the suspect;

(6) The accompanying NOPD item numbers;

(7) Whether the use of facial recognition technology resulted in a match; and

(8) Whether the use of facial recognition technology resulted in an arrest, including the associated enumerated crimes.

(b) Data regarding surveillance technology databases used pursuant to written agreement.

(1) The name, manufacturer and version of software used;

(2) Statistical data and any reports regarding the accuracy and efficiency of any software used as a surveillance technology; and

(3) The source of any databases or information which is used by the technology to provide identifications or solutions.

(c) Data regarding disciplinary violations of this chapter.

(1) Appointing authority of city employee disciplined for violating this chapter.

(2) Nature of the violation, including citation to the violated section of this chapter.

(3) Disciplinary action imposed.

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS FURTHER ORDAINS, That the provisions of this Ordinance shall become effective 30 days after the date of adoption.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ENGROSSED VERSION:

Chapter 147 – SURVEILLANCE TECHNOLOGY AND DATA PROTECTION

* * *

Section 147-7. – ~~Effective date.~~ Public-facing dashboard.

~~This chapter shall take effect on January 1, 2021.~~

The police department shall publish and maintain a dashboard on the city's website regarding the departments use of surveillance technology permitted pursuant to this chapter. The dashboard shall contain data regarding (i) each request for use of facial recognition technology; (ii) surveillance technology databases used pursuant to written agreement; and (iii) a link to NOPD's dashboards reporting disciplinary violations of this chapter. The data required by this section shall be searchable and downloadable in a comma-separated value or similar spreadsheet format and shall include the following information:

(a) Data regarding requests for use of facial recognition technology.

(1) The name and employee ID number of the officer making the request;

(2) The name and employee ID number of the supervisor who approved the request;

(3) The date on which the request was granted;

(4) The enumerated crime(s) justifying the use;

(5) The age, gender, and race of the suspect;

(6) The accompanying NOPD item numbers;

(7) Whether the use of facial recognition technology resulted in a match; and

(8) Whether the use of facial recognition technology resulted in an arrest, including the associated enumerated crimes.

(b) Data regarding surveillance technology databases used pursuant to written agreement.

(1) The name, manufacturer and version of software used;

(2) Statistical data and any reports regarding the accuracy and efficiency of any software used as a surveillance technology; and

(3) The source of any databases or information which is used by the technology to provide identifications or solutions.

(c) Data regarding disciplinary violations of this chapter.

(1) Appointing authority of city employee disciplined for violating this chapter.

(2) Nature of the violation, including citation to the violated section of this chapter.

(3) Disciplinary action imposed.

1800

Calendar No. (Rev)
(Exp)

Name David Barnes Ext. 5214
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Proposed ordinance to update Section 147 of the Municipal Code to allow for NOPD and RTCC use of certain surveillance technologies to assist with NOPD investigations and to ensure the swift apprehension of known wanted subjects and prevent imminent injury or death.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

1801

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans Police Department

Name of Contact Person: David Barnes

Telephone Number: 504-220-6713

Email Address: dabarnes@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The intent of this proposed ordinance is to allow for the responsible use of certain technologies by NOPD and the New Orleans Real Time Crime Center to assist with the investigation and apprehension of criminal offenders. Technological advances provide for a more robust use of certain technologies with additional safeguards in place to ensure responsible, accountable, and transparent use of the technology. The proposed ordinance also provides for written agreements, reporting requirements, and limitations for any third-parties that agree to assist the NOPD or RTCC with using the technology.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:
Additions and modifications to Section 147

The general content/requirements of the existing Code provision:
The existing section includes provisions related to prohibited surveillance technology.

How the proposed ordinance will alter the existing Code provision(s):
The proposed ordinance would allow exceptions for NOPD and the RTCC's use of face surveillance systems and characteristic tracking systems to assist with with the investigation and apprehension of offenses as defined in proposed changes.

Why these changes are needed:
These changes are intended to promote the thoroughness and quality of NOPD investigations by allowing additional investigative tools and to ensure the swift apprehension of known wanted subjects and prevent imminent injury or death.

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 12, 2025

CALENDAR NO. 35,137

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS THOMAS AND GREEN (BY REQUEST)

AN ORDINANCE to amend and reordain Sections 147-1, 147-2, 147-3, and 147-4 of the Code of the City of New Orleans regarding the use of surveillance technologies; and otherwise to provide with respect thereto.

WHEREAS, facial recognition technology and characteristic tracking systems are critical tools for law enforcement in the identification and apprehension of suspected criminals; and

WHEREAS, had they been available to law enforcement, these tools could have proven invaluable in the expeditious identification and apprehension of the inmates who recently escaped from the Orleans Justice Center, as well as assisted law enforcement with the expedited investigation of terrorist attacks, like the Bourbon Street event on January 1, 2025, to prevent further loss of life; and

WHEREAS, although powerful law enforcement tools, oversight and restrictions are critical to ensure the appropriate use of such surveillance technology; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Sections 147-1, 147-2, 147-3, and 147-4 of the Code of the City of New Orleans, Louisiana are hereby amended to read as follows:

"Chapter 147 – SURVEILLANCE TECHNOLOGY AND DATA PROTECTION

Sec. 147-1. – Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings

ascribed to them in this section, except where the context clearly indicates a different meaning:

Automated decision systems (also known as "ADS") include any software, system, or process that aims to automate, aid, or replace human decision making. Automated decision systems can include both tools that analyze datasets to generate scores, predictions, classifications, or some recommended actions(s) that are used by agencies to make decisions that impact human welfare and the set of processes involved in implementing those tools.

Cellular communications interception technology, or *cell site simulator* (also known as "Stingrays" or "IMSI Catchers") means any device that intercepts mobile telephony calling information or content, including an international mobile subscriber identity catcher or other virtual base transceiver station that masquerades as a cellular station and logs mobile telephony calling information.

Characteristic tracking system means any software or system capable of tracking people and/or objects based on characteristics such as color, size, shape, age, weight, speed, path, clothing, accessories, vehicle make or model, or any other trait that can be used for tracking purposes, including BriefCam and similar software.

Facial recognition means an automated or semi-automated process that assists in identifying, locating, or verifying the identity of an individual, or capturing information about an individual based on the physical characteristics of an individual's face.

Face or facial surveillance system means any computer software or application that performs facial recognition.

Predictive policing technology means the usage of predictive analytics software in law enforcement to predict information or trends about criminality, including but not limited to the perpetrator(s), victim(s), locations or frequency of future crime. It does not include, for example, software used to collect or display historic crime statistics for informational purposes.

Prohibited surveillance technology means (i) facial recognition technology; (ii) cellular communications interception technology or cell site simulator; (iii) characteristic tracking system; or (iv) predictive policing technology.

Real Time Crime Center (RTCC) means the facility managed and operated by the mayor's office of homeland security and emergency preparedness that supports all city public safety agencies using advanced technology.

Surveillance means the act of observing or analyzing the movements, behavior, or actions of identifiable individuals.

Surveillance technology means any electronic surveillance device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, behavioral, or similar information or communications specifically associated with, or capable of being associated with, any identifiable individual or group.

(1) "Surveillance technology" includes but is not limited to: cell site simulators; automatic license plate readers; gunshot detection and location hardware and services; biometric surveillance technology, including facial, voice, and gait-recognition software and databases; software designed to monitor social media services; software designed to forecast criminal activity or criminality; electronic toll readers; mobile DNA capture technology; video and audio monitoring or recording technology, such as surveillance cameras, wide-angle cameras, and wearable body cameras; x-ray vans; radio-frequency identification (RFID) scanners; passive scanners of radio networks; long-range Bluetooth and other wireless-scanning devices; surveillance-capable light bulbs or light fixtures; through-the-wall radar or similar imaging technology; tools used to gain unauthorized access to a computer or computer network; and software designed to integrate or analyze

data from surveillance technology, including target tracking and predictive policing software.

(2) "Surveillance technology" does not include the following devices or hardware, unless they have been equipped with, or are modified to become or include, a surveillance technology as defined above: routine office hardware, such as televisions, computers, and printers, that is in widespread city use and will not be used for any surveillance-related functions; parking ticket devices (PTDs); manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is limited to manually capturing and manually downloading video and/or audio recordings; surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles; city databases not intended to store or compile surveillance data; and manually-operated technological devices used primarily for internal city communications and not designed to surreptitiously collect surveillance data, such as radios and email systems.

Sec. 147-2. – Prohibited surveillance technology.

(a) Except as otherwise permitted in this section, no city department or agency shall:

(1) Obtain, retain, possess, access, sell, or use any prohibited surveillance technology or information derived from a prohibited surveillance technology;

(2) Enter into an agreement with any third party for the purpose of obtaining, retaining, possessing accessing, selling, or using, on the public right-of-way or on the city's behalf, a prohibited surveillance technology; or

(3) Issue any permit or enter into any other agreement that authorizes any third party, on the public right-of-way or on the city's behalf, to obtain, retain, possess, access, sell,

or use a prohibited surveillance technology or information derived from a prohibited surveillance technology.

(b) Use of any surveillance technology pursuant to this section shall comply with the rules and regulations outlined in the police department policy manual. Evidence obtained solely from the use of any surveillance technology shall not be sufficient to establish probable cause for the purpose of effectuating an arrest.

(c) The police department may use cell-site simulator technology for the following purposes:

(1) To assist in locating a known suspect of a crime enumerated in paragraph (d) below, for which an arrest warrant has been issued and only when the use of such technology is obtained pursuant to a search warrant signed by a neutral and detached judge or magistrate commissioner; or

(2) To assist in locating a missing individual when there is a reasonable belief that the missing individual is in imminent danger of death or serious bodily injury.

(d) The police department or the Real Time Crime Center may use facial recognition technology or information derived therefrom in the investigation of a missing person, and in the investigation of the following crimes:

(1) Solicitation for murder.

(2) First degree murder.

(3) Second degree murder.

(4) Manslaughter.

(5) Aggravated battery.

(6) Second degree battery.

(7) Aggravated assault.

(8) Aggravated or first degree rape.

(9) Forcible or second degree rape.

(10) Simple or third degree rape.

(11) Sexual battery.

(12) Second degree sexual battery.

(13) Aggravated kidnapping.

(14) Second degree kidnapping.

(15) Simple kidnapping.

(16) Aggravated or simple arson.

(17) Aggravated criminal damage to property.

(18) Aggravated or simple burglary.

(19) Armed robbery.

(20) First degree robbery.

(21) Simple robbery.

(22) False imprisonment; offender armed with dangerous weapon.

(23) Assault by drive-by shooting.

(24) Aggravated crime against nature.

(25) Carjacking.

(26) Terrorism.

(27) Aggravated second degree battery.

(28) Aggravated assault upon a peace officer.

(29) Aggravated assault with a firearm.

(30) Armed robbery; use of firearm; additional penalty.

(31) Second degree robbery.

(32) Disarming of a peace officer.

(33) Stalking.

(34) Second degree cruelty to juveniles.

(35) Aggravated flight from an officer.

(36) Battery of a police officer.

(37) Trafficking of children for sexual purposes.

(38) Human trafficking.

(39) Home invasion.

(40) Purse snatching.

(41) Domestic abuse aggravated assault.

(42) Vehicular homicide, when the operator's blood alcohol concentration exceeds 0.20 percent by weight based on grams of alcohol per 100 cubic centimeters of blood.

(43) Aggravated assault upon a dating partner.

(44) Domestic abuse battery punishable under R.S. 14:35.3(L), (M)(2), (N), (O), or (P).

(45) Battery of a dating partner punishable under R.S. 14:34.9(L), (M)(2), (N), (O), or (P).

(46) Identity theft.

(47) Illegal distribution, manufacture, or possession with intent to distribute a controlled dangerous substance.

(48) Violation of a protective order if the violation involves any crime enumerated in this paragraph (d) against the person for whose benefit the protective order is in effect.

(49) Theft, including pickpocketing and theft by fraud, within the following boundaries: the Mississippi River, the center line of Canal Street, the rear property line of the properties fronting on the lake side of North Rampart Street, the rear property line of the properties fronting on the downriver side of Esplanade Avenue to the Mississippi River.

(50) The attempt of any crime enumerated this paragraph (d).

(e) Facial recognition technology or any information derived therefrom shall not be used:

(1) As a surveillance tool, except as provided in this section;

(2) To investigate a violation or attempted violation of any law criminalizing (i) abortion, or the provision thereof by a licensed physician, or (ii) any consensual sexual act between persons of the age of majority, including without limitation any law purporting to criminalize sexual contact between same-sex partners; or

(3) To identify or locate an individual for the sole purpose of determining someone's immigration status or for immigration enforcement.

(f) The police department or RTCC may use facial recognition and characteristic tracking technologies or information derived therefrom under the following circumstances; provided, however, that the source of the technology and the reasons for the request to use the technology must be documented in a police report:

(1) To locate an individual for which a valid arrest warrant exists ordering the apprehension of the individual;

(2) To locate an individual for whom there is reasonable articulable suspicion the individual may cause serious bodily injury or death;

(3) To investigate any of the crimes listed in paragraph (d) above, provided that the use of such surveillance technology is approved by the appropriate police department supervisor and in accordance with the rules and regulations outlined in the police department policy manual; or

(4) To locate a missing individual when there is a reasonable belief that the missing individual is in imminent danger of death or serious bodily injury.

(g) The police department, with assistance from the RTCC, and any third party as required by section 147-4, shall submit a report regarding the use of surveillance technologies in

accordance with this section to the clerk of council for receipt on the consent agenda of the council's first regular meeting scheduled for the months of January, April, July, and September, with copy to the chairperson of the council's criminal justice committee in advance of the committee's quarterly meeting convened pursuant to section 2-61. The report shall be submitted in comma-separated value or similar spreadsheet format and shall include the following information for the preceding calendar quarter:

(1) The total number of requests for the use of facial recognition technology.

(2) The following information for each request:

(i) The requesting officer's name and employee ID number;

(ii) The enumerated crime(s) justifying the request;

(iii) The age, gender and race of the individual identified by the technology;

(iv) The associated police department item number(s);

(v) Whether the use of the technology resulted in a match; and

(vi) Whether the use of the technology resulted in an arrest or criminal charge.

(3) The following information regarding any surveillance technology used by any city department or agency, or by any third party pursuant to written agreement:

(i) The manufacturer, name, and version of any software used;

(ii) Statistical data and any reports regarding the accuracy and efficiency of any software used; and

(iii) The source of any databases or information which is used by the technology to provide identifications or solutions.

(4) Results of the internal audit conducted pursuant to section 147-3.

Sec. 147-3. – Data sharing and protection.

(a) Status data collection ban: The city shall not inquire or collect data regarding any person's immigration status, including place of birth, except in the event of an active federal criminal investigation or when otherwise necessary to relay complaints on behalf of such person; determine eligibility for city employment; determine eligibility for a public benefit or program; or connect such person to supportive services.

(b) The city is responsible for protecting data it collects, and must maintain policies to protect such data from unauthorized access.

(c) Any department that uses, or authorizes a third-party to use, a surveillance technology must designate an employee ("data protection officer") responsible for maintaining its compliance with this chapter.

(d) The city shall maintain procedures for reviewing, sharing, assessing, and evaluating city automated decision systems, including technologies referred to as artificial intelligence, through the lens of equity, fairness, transparency, and accountability. Wherever decisions are made based on the identity of an individual, rather than based on patterns in the general population, such as air traffic control, individuals must have the option to opt out of automated decisions.

(e) The city shall collect only the minimum amount of personal information needed to fulfill a narrow well-defined purpose and in a manner consistent with the context in which it will be used.

(f) Data obtained from facial recognition technology, including images and videos, shall not be retained for more than 30 days, unless as part of an active and ongoing investigation, or as otherwise required by law.

(g) The police department shall design and implement an internal auditing procedure or process that ensures department personnel adherence to the provisions of this chapter. The department shall conduct such audit at least quarterly, the results of which shall be included in the quarterly report submitted to the council in accordance with this chapter.

Sec. 147-4. – City contracting.

(a) The city shall not enter into any contract or other agreement that facilitates the receipt of privately generated and owned surveillance technology data from, or provision of city generated and owned surveillance data to, a non-governmental entity in exchange for any monetary donation, in-kind or any other form of consideration from any source, without first providing public notice and an opportunity for public comment.

(b) The city shall not accept or obtain from any non-governmental entity any privately generated and owned surveillance technology data unless pursuant to a written contract or agreement, the terms of which shall require the non-governmental entity to submit quarterly reports, as required in section 147-2, and shall provide that the failure to comply with such reporting constitutes cause for termination of the agreement.

(c) The city shall not enter or approve a contract or other agreement that facilitates the surveillance of attorney-client confidential or privileged conversations, despite any warning that such conversations will be monitored, absent a warrant signed by a judge.

(d) The city shall not enter into any contract or other agreement for data or information captured by surveillance technology shall be in writing and mandate compliance with the reporting requirements provided herein. Failure to comply with the requirements of this section shall immediately render any agreement with the non-compliant third party null and void."

SECTION 2. That the police department shall review and report on the effectiveness of this ordinance and the use of surveillance technology within the City to the Council's Criminal Justice Committee not later than one year following the adoption of this ordinance.

SECTION 3. That the Clerk of Council shall provide a certified copy of this ordinance to the Chief Administrative Officer, Gilbert Montano, Police Department Superintendent, Anne Kirkpatrick, and Director of the Office of Homeland Security and Emergency Preparedness, Collin Arnold.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ENGROSSED VERSION

"Chapter 147 – SURVEILLANCE TECHNOLOGY AND DATA PROTECTION

Sec. 147-1. – Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automated decision systems (also known as "ADS") include any software, system, or process that aims to automate, aid, or replace human decision making. Automated decision systems can include both tools that analyze datasets to generate scores, predictions, classifications, or some recommended actions(s) that are used by agencies to make decisions that impact human welfare and the set of processes involved in implementing those tools.

Cellular communications interception technology, or *cell site simulator* (also known as "Stingrays" or "IMSI Catchers") means any device that intercepts mobile telephony calling information or content, including an international mobile subscriber identity catcher or other virtual base transceiver station that masquerades as a cellular station and logs mobile telephony calling information.

Characteristic tracking system means any software or system capable of tracking people and/or objects based on characteristics such as color, size, shape, age, weight, speed, path, clothing, accessories, vehicle make or model, or any other trait that can be used for tracking purposes, including BriefCam and similar software.

~~*City entity* or *city* means any department, agency, attached board or commission of the City of New Orleans.~~

~~*City official* shall mean any person or entity acting on behalf of the city, including any employee, officer, or authorized agent of the City of New Orleans.~~

~~*Face surveillance or facial*~~ ***Facial*** *recognition* means an automated or semi-automated process that assists in identifying**, locating, or verifying the identity of** an individual, **or** capturing information about an individual based on the physical characteristics of an individual's face.

Face ***or facial*** *surveillance system* means any computer software or application that performs ~~face surveillance.~~ **facial recognition.**

Predictive policing technology means the usage of predictive analytics software in law enforcement to predict information or trends about criminality, including but not limited to the perpetrator(s), victim(s), locations or frequency of future crime. It does not include, for example, software used to collect or display historic crime statistics for informational purposes.

Prohibited surveillance technology **means (i) facial recognition technology; (ii) cellular communications interception technology or cell site simulator; (iii) characteristic tracking system; or (iv) predictive policing technology.**

Real Time Crime Center (RTCC) **means the facility managed and operated by the mayor's office of homeland security and emergency preparedness that supports all city public safety agencies using advanced technology.**

Surveillance means the act of observing or analyzing the movements, behavior, or actions of identifiable individuals.

Surveillance technology means any electronic surveillance device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, behavioral, or similar information or communications specifically associated with, or capable of being associated with, any identifiable individual or group.

(1) "Surveillance technology" includes but is not limited to: cell site simulators; automatic license plate readers; gunshot detection and location hardware and services; biometric surveillance technology, including facial, voice, and gait-recognition software and databases; software designed to monitor social media services; software designed to forecast criminal activity or criminality; electronic toll readers; mobile DNA capture technology; video and audio monitoring or recording technology, such as surveillance cameras, wide-angle cameras, and wearable body cameras; x-ray vans; radio-frequency identification (RFID) scanners; passive scanners of radio networks; long-range Bluetooth and other wireless-scanning devices; surveillance-capable light bulbs or light fixtures; through-the-wall radar or similar imaging technology; tools used to gain unauthorized access to a computer or computer network; and software designed to integrate or analyze data from surveillance technology, including target tracking and predictive policing software.

(2) "Surveillance technology" does not include the following devices or hardware, unless they have been equipped with, or are modified to become or include, a surveillance technology as defined above: routine office hardware, such as televisions, computers, and printers, that is in widespread city use and will not be used for any surveillance-related functions; parking ticket devices (PTDs); manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is limited to manually capturing and manually downloading video and/or audio recordings; surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles; city databases not intended to store or compile surveillance data; and manually-operated technological devices used primarily for internal city communications and not designed to surreptitiously collect surveillance data, such as radios and email systems.

Sec. 147-2. – Prohibited surveillance technology.

(a) **Except as otherwise permitted in this section,** ~~No~~ **no** city ~~official~~ **department** or ~~city entity~~ **agency** shall:

(1) Obtain, retain, possess, access, sell, or use any prohibited surveillance technology or information derived from a prohibited surveillance technology;

(2) Enter into an agreement with any third party for the purpose of obtaining, retaining, possessing accessing, selling, or using, on the public right-of-way or on the city's behalf, a prohibited surveillance technology; or

(3) Issue any permit or enter into any other agreement that authorizes any third party, on the public right-of-way or on the city's behalf, to obtain, retain, possess, access, sell, or use a prohibited surveillance technology or information derived from a prohibited surveillance technology.

(b) **Use of any surveillance technology pursuant to this section shall comply with the rules and regulations outlined in the police department policy manual. Evidence obtained solely from the use of any surveillance technology shall not be sufficient to establish probably cause for the purpose of effectuating an arrest.** ~~Except as otherwise provided in subsections (c), (d), (e), (f), (g) or (h), the following surveillance technologies are prohibited pursuant to subsection (a):~~

~~(1) Any face surveillance system;~~
~~(2) Cell-site simulator;~~
~~(3) Characteristic tracking system; or~~
~~(4) Predictive policing technology.~~

(c) ~~Nothing in this section shall prohibit the New Orleans Police Department ("NOPD") from using evidence relating to the authorized investigation of a specific crime that may have been generated from a face surveillance or characteristic tracking system, so long as such evidence was not generated by, with the knowledge of, or at the request of the NPPD [NOPD].~~ **The police department may use cell-site simulator technology for the following purposes:**

(1) To assist in locating a known suspect of a crime enumerated in paragraph (d) below, for which an arrest warrant has been issued and only when the use of such technology is obtained pursuant to a search warrant signed by a neutral and detached judge or magistrate commissioner; or

(2) To assist in locating a missing individual when there is a reasonable belief that the missing individual is in imminent danger of death or serious bodily injury.

(d) **The police department or the Real Time Crime Center may use** ~~Nothing in this section shall prohibit NOPD from requesting the use of~~ facial recognition technology **or information derived therefrom in the investigation of a missing person, and** in the investigation of ~~the prior occurrence of~~ the following ~~significant~~ crimes ~~as defined in Louisiana Revised Statute [Title] 14, as of the date of the passage of this section~~.

(1) Solicitation for murder.
(2) First degree murder.
(3) Second degree murder.

(4) Manslaughter.
(5) Aggravated battery.
(6) Second degree battery.
(7) Aggravated assault.
(8) Aggravated or first degree rape.
(9) Forcible or second degree rape.
(10) Simple or third degree rape.
(11) Sexual battery.
(12) Second degree sexual battery.
(13) Aggravated kidnapping.
(14) Second degree kidnapping.
(15) Simple kidnapping.
(16) Aggravated or simple arson.
(17) Aggravated criminal damage to property.
(18) Aggravated or simple burglary.
(19) Armed robbery.
(20) First degree robbery.
(21) Simple robbery.
(22) False imprisonment; offender armed with dangerous weapon.
(23) Assault by drive-by shooting.
(24) Aggravated crime against nature.
(25) Carjacking.
(26) Terrorism.
(27) Aggravated second degree battery.
(28) Aggravated assault upon a peace officer.
(29) Aggravated assault with a firearm.
(30) Armed robbery; use of firearm; additional penalty.
(31) Second degree robbery.
(32) Disarming of a peace officer.
(33) Stalking.
(34) Second degree cruelty to juveniles.
(35) Aggravated flight from an officer.
(36) Battery of a police officer.
(37) Trafficking of children for sexual purposes.
(38) Human trafficking.
(39) Home invasion.
(40) Purse snatching.
(41) Domestic abuse aggravated assault.
(42) Vehicular homicide, when the operator's blood alcohol concentration exceeds 0.20 percent by weight based on grams of alcohol per 100 cubic centimeters of blood.
(43) Aggravated assault upon a dating partner.
(44) Domestic abuse battery punishable under R.S. 14:35.3(L), (M)(2), (N), (O), or (P).

(45) Battery of a dating partner punishable under R.S. 14:34.9(L), (M)(2), (N), (O), or (P).

(46) **Identity theft.**

(47) **Illegal distribution, manufacture, or possession with intent to distribute a controlled dangerous substance.**

(48) Violation of a protective order if the violation involves any crime enumerated ~~above~~ **in this paragraph (d)** against the person for whose benefit the protective order is in effect.

(49) Theft, including pickpocketing and theft by fraud, within the following boundaries: the Mississippi River, the center line of Canal Street, the rear property line of the properties fronting on the lake side of North Rampart Street, the rear property line of the properties fronting on the downriver side of Esplanade Avenue to the Mississippi River.

(50) The attempt of any ~~Any attempted~~ crime ~~of violence~~ enumerated in **this paragraph (d).** ~~subsection (d)(1) (46) above.~~

(e) Facial recognition **technology or any information derived therefrom** shall not be used**:** ~~for the investigation of any crime not enumerated above. This prohibition includes, but is not limited to, the investigation of~~

(1) As a surveillance tool, except as provided in this section;

(2) To investigate a violation or attempted violation of any law criminalizing (~~1~~**i**) abortion or the provision thereof by a licensed physician, ~~and~~ **or** (~~2~~**ii**) any consensual sexual act between persons of the age of majority, including without limitation any law purporting to criminalize sexual contact between same-sex partners~~.~~**; or**

(3) To identify or locate an individual for the sole purpose of determining someone's immigration status or for immigration enforcement.

~~(e) Any officer requesting the use of facial recognition technology shall ensure the request is approved in accordance with current NOPD policy. The council urges the Orleans Parish Criminal District Court to accept a role in receiving information from NOPD on a case by case basis on its use of facial recognition technology and to participate in a working group consisting of members from the following entities:~~

~~(1) New Orleans Police Department~~

~~(2) New Orleans City Council~~

~~The working group will determine the role the court may take or identify an alternative secondary database outside NOPD where information shall be filed.~~

~~Findings of the working group shall be submitted to the council on or before September 30, 2022.~~

~~(f) Evidence obtained from facial recognition alone shall not be sufficient to establish probable cause for the purpose of effectuating an arrest by the NOPD or another law enforcement agency. The source of the image and the underlying reasons for the requested use of facial recognition systems as an investigative lead shall be documented in a police report.~~

~~(g) Facial recognition technology shall not be used as a surveillance tool.~~

~~(h) Nothing in this section shall prohibit an NOPD officer from conducting a criminal investigation using cell-site simulator technology for the following purposes:~~

~~(1) To assist in locating a known suspect of a crime of violence, as defined in section (d) above, for which an arrest warrant has been issued and only when the use of such technology is obtained pursuant to a search warrant signed by a neutral and detached judge or magistrate commissioner; or~~

~~(2) To assist in locating a missing individual when there is a reasonable belief that the missing individual is in imminent danger of death or is in imminent danger of receiving serious bodily injury as defined in R.S. 14:2(C).~~

(f) The police department or RTCC may use facial recognition and characteristic tracking technologies or information derived therefrom under the following circumstances; provided, however, that the source of the technology and the reasons for the request to use the technology must be documented in a police report:

(1) To locate an individual for which a valid arrest warrant exists ordering the apprehension of the individual;

(2) To locate an individual for whom there is reasonable articulable suspicion the individual may cause serious bodily injury or death;

(3) To investigate any of the crimes listed in paragraph (d) above, provided that the use of such surveillance technology is approved by the appropriate police department supervisor and in accordance with the rules and regulations outlined in the police department policy manual; or

(4) To locate a missing individual when there is a reasonable belief that the missing individual is in imminent danger of death or serious bodily injury.

(~~i~~**g**) The **police department,** ~~New Orleans Police Department, acting in conjunction with the Louisiana State Analytical and Fusion Exchange (LA-SAFE)~~ **with assistance from the RTCC, and any third party as required by section 147-4**, shall submit a ~~quarterly~~ report regarding the use of surveillance technologies ~~pursuant to~~ **in accordance with** this section to the clerk of council ~~Clerk of Council~~ **for receipt on the consent agenda of the council's first regular meeting scheduled for the months of January, April, July, and September,** with a copy ~~and~~ to the ~~Chair~~ **chairperson** of the ~~City Council's Criminal Justice Committee~~ **council's criminal justice committee in advance of the committee's quarterly meeting convened pursuant to section 2-61.** ~~to coincide with other required updates from law enforcement bodies transmitted in advance of the quarterly convening of the Criminal Justice Committee per Ordinance Calendar Number 33,724-29063 M.C.S.~~ The report shall be ~~saved and~~ submitted in **comma-separated value** ~~searchable PDF~~ or **similar** spreadsheet format and shall include the following information **for the preceding calendar quarter**:

(1) The total number of requests for the use of facial recognition technology.

(2) ~~For~~ **The following information for** each request:

~~a.~~**(i)** The requesting officer's name and ~~badge~~ **employee ID** number;

~~b.~~**(ii)** The enumerated crime(s) justifying the request;

~~c.~~**(iii)** The age, gender and race of the ~~suspect~~ **individual identified by the technology**;

~~d.~~**(iv)** The ~~accompanying~~ **associated police department** ~~NOPD/Orleans Parish Communication District (OPCD)~~ item numbers~~**(s)**~~,

~~e.~~**(v)** Whether the use of ~~facial recognition~~ **the** technology resulted in a match; and

~~f.~~**(vi)** Whether the use of ~~facial recognition~~ **the** technology resulted in an arrest ~~and/~~or **criminal** charge~~s~~.

(3) The following information regarding any surveillance technology used by any city department or agency, or by any third party pursuant to written agreement:

(i) The manufacturer, name, and version of any software used;

(ii) Statistical data and any reports regarding the accuracy and efficiency of any software used; and

(iii) The source of any databases or information which is used by the technology to provide identifications or solutions.

(4) Results of the internal audit conducted pursuant to section 147-3.

~~(j) Notwithstanding section 147-7, the provisions of section 147-2(d) shall take effect on October 1, 2022.~~

Sec. 147-3. – Data sharing and protection.

(a) Status data collection ban: The city shall not inquire or collect data regarding any person's immigration status, including place of birth, except in the event of an active federal criminal investigation or when otherwise necessary to relay complaints on behalf of such person; determine eligibility for city employment; determine eligibility for a public benefit or program; or connect such person to supportive services.

(b) The city is responsible for protecting data it collects, and must maintain policies to protect such data from unauthorized access.

(c) Any department that uses, or authorizes a third-party to use, a surveillance technology must designate an employee ("data protection officer") responsible for maintaining its compliance with this chapter.

(d) The city shall maintain procedures for reviewing, sharing, assessing, and evaluating city automated decision systems, including technologies referred to as artificial intelligence, through

the lens of equity, fairness, transparency, and accountability. Wherever decisions are made based on the identity of an individual, rather than based on patterns in the general population, such as air traffic control, individuals must have the option to opt out of automated decisions.

(e) The city shall collect only the minimum amount of personal information needed to fulfill a narrow well-defined purpose and in a manner consistent with the context in which it will be used.

(f) Data obtained from facial recognition technology, including images and videos, shall not be retained for more than 30 days, unless as part of an active and ongoing investigation, or as otherwise required by law.

(g) The police department shall design and implement an internal auditing procedure or process that ensures department personnel adherence to the provisions of this chapter. The department shall conduct such audit at least quarterly, the results of which shall be included in the quarterly report submitted to the council in accordance with this chapter.

Sec. 147-4. – City contracting.

(a) The city shall not enter into any contract or other agreement that facilitates the receipt of privately generated and owned surveillance **technology** data from, or provision of city generated and owned surveillance data to, a non-governmental entity in exchange for any monetary donation, in-kind or any other form of consideration from any source, without first providing public notice and an opportunity for public comment.

(b) **The city shall not accept or obtain from any non-governmental entity any privately generated and owned surveillance technology data unless pursuant to a written contract or agreement, the terms of which shall require the non-governmental entity to submit quarterly reports, as required in section 147-2, and shall provide that the failure to comply with such reporting constitutes cause for termination of the agreement.**

(c) The city shall not enter or approve a contract or other agreement that facilitates the surveillance of attorney-client confidential or privileged conversations, despite any warning that such conversations will be monitored, absent a warrant signed by a judge.

(d) The city shall not enter into any contract or other agreement for data or information captured by surveillance technology shall be in writing and mandate compliance with the reporting requirements provided herein. Failure to comply with the requirements of this section shall immediately render any agreement with the non-compliant third party null and void."

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,179

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 29735 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Revenues for the City of New Orleans for the Year 2024", to transfer funds to General Fund to cover shortages incurred during Fiscal Year 2024; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 29735 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES – FUND 6699**	
	Intergovernmental Revenues	
	Grants, Contributions, and Fund Transfers	$6,255,707
	TOTAL	**$6,255,707**

TO: GENERAL FUND – FUND 1000

Other Financing Sources	
Use of Fund Balance	$6,255,707
TOTAL	**$6,255,707**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

1826

Calendar No. (REV) x
(EXP)

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2024 Budget of Revenues (Ord. No. 29735) to appropriate funds ($6,255,707) from fund balance to General Fund to cover shortages incurred during Fiscal Year 2024.

1. BAD Largest
Department Head
2. Hannah Rowe
Department of Law
3.
Chief Administrative Officer
4.
Director of Council Relations
5.
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present:

Absent:

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7.
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: VARIOUS

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2024 Budget of Revenues (Ord. No. 29735) to appropriate funds

($6,255,707) from fund balance to General Fund to cover shortages incurred during Fiscal Year 2024.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 24, 2025

CALENDAR NO. 35,180

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS GIARRUSSO, MORENO, GREEN AND THOMAS (BY REQUEST)

AN ORDINANCE to amend Ordinance No. 29736 M.C.S., as amended, entitled "An Ordinance Providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2024", to transfer funds within General Fund to various departments to cover shortages incurred during Fiscal Year 2024; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Ordinance No. 29736 M.C.S., as amended, be amended to authorize and direct the Director of Finance, notwithstanding any provision therein contained to the contrary, to transfer funds allocated therein as follows:

FROM:	**INTERGOVERNMENTAL REVENUES– FUND 6699**	
	INTERGOVERNMENTAL	
	600 – GRANTS, CONTR. AND FUND TRANSFERS	6,255,707
	GENERAL FUND – FUND 1000	
	CITY COUNCIL	
	100 – PERSONAL SERVICES	1,056,949
	200 – OTHER OPERATING	3,152,361
	600 – DEBT SERVICE	500,000

OFFICE OF THE MAYOR	
200 – OTHER OPERATING	3,185,020
600 – DEBT SERVICE	600,000
CHIEF ADMINSTRATIVE OFFICE	
200 – OTHER OPERATING	17,100,598
DEPARTMENT OF LAW	
100 – PERSONAL SERVICES	334,682
200 – OTHER OPERATING	828,005
DEPARTMENT OF CODE ENFORCEMENT	
100 – PERSONAL SERVICES	226,388
200 – OTHER OPERATING	121,842
DEPARTMENT OF FIRE	
200 – OTHER OPERATING	394,710
DEPARTMENT OF SAFETY AND PERMITS	
200 – OTHER OPERATING	36,189
DEPARTMENT OF POLICE	
200 – OTHER OPERATING	706,280
DEPARTMENT OF SANITATION	
200 – OTHER OPERATING	946,586
DEPARTMENT OF HEALTH	
200 – OTHER OPERATING	2,321,204

DEPARTMENT OF HUMAN SERVICES		
200 – OTHER OPERATING		564,513
DEPARTMENT OF FINANCE		
200 – OTHER OPERATING		6,230,639
600 – DEBT SERVICE		25,800
DEPARTMENT OF PROPERTY MANAGEMENT		
200 – OTHER OPERATING		854,766
DEPARTMENT OF CIVIL SERVICE		
200 – OTHER OPERATING		364,150
DEPARTMENT OF PUBLIC WORKS		
200 – OTHER OPERATING		3,349,883
DEPARTMENT OF PARKS AND PARKWAYS		
200 – OTHER OPERATING		131,190
HISTORIC DISTRICT LANDMARKS COMMISSION		
100 – PERSONAL SERVICES		98,112
200 – OTHER OPERATING		19,206
MOSQUITO CONTROL BOARD		
100 – PERSONAL SERVICES		136,822
200 – OTHER OPERATING		23,737
REGISTRAR OF VOTERS		
200 – OTHER OPERATING		173,031

55	**UNATTACHED BOARDS & COMMISSIONS**		
56	CITY PLANNING COMMISSION		
57	200 – OTHER OPERATING	44,222	
58	VIEUX CARRE COMMISSION		
59	200 – OTHER OPERATING	15,868	
60	**UNATTACHED BOARDS & COMMISSIONS**		**60,090**
61	**MISCELLANEOUS PROGRAMS**		
62	MISCELLANEOUS		
63	200 – OTHER OPERATING	1,581,264	
64	WORKFORCE INVESTMENT		
65	100 – PERSONAL SERVICES	627,677	
66	200 – OTHER OPERATING	664,684	
67	OFFICE OF ECONOMIC DEVELOPMENT		
68	200 – OTHER OPERATING	78,400	
69	**MISCELLANEOUS PROGRAMS SUBTOTOAL**		**2,952,025**
70	**INDEPENDENT GENERAL SERVICES**		
71	OFFICE OF INSPECTOR GENERAL		
72	100 – PERSONAL SERVICES	238,393	
73	200 – OTHER OPERATING	161,880	
74	OFFICE OF INDEPENDENT POLICE MONITOR		
75	100 – PERSONAL SERVICES	7,563	
76	200 – OTHER OPERATING	116,781	
77	**INDEPENDENT GENERAL SERVICES SUBTOTAL**		**524,617**

78		**JUDICIAL & PAROCHIAL**		
79		CRIMINAL SHERIFF		
80		200 – OTHER OPERATING	577,218	
81		JUVENILE COURT		
82		100 – PERSONAL SERVICES	11,974	
83		MUNICIPAL AND TRAFFIC COURT		
84		100 – PERSONAL SERVICES	143,583	
85		ETHICS REVIEW BOARD		
86		200 – OTHER OPERATING	95,989	
87		CORONER'S OFFICE		
88		200 – OTHER OPERATING	293,432	
89		CLERK OF CRIMINAL DISTRICT COURT		
90		100 – PERSONAL SERVICES	76,373	
91		200 – OTHER OPERATING	23,564	
92		**JUDICIAL AND PAROCHIAL SUBTOTAL**		**1,221,133**
93		**TOTAL**		**54,497,235**
94	**TO:**	**GENERAL FUND – FUND 1000**		
95		OFFICE OF THE MAYOR		
96		100 – PERSONAL SERVICES	382,401	

97	CHIEF ADMINISTRATIVE OFFICE	
98	100 – PERSONAL SERVICES	1,868,731
99	DEPARTMENT OF FIRE	
100	100 – PERSONAL SERVICES	9,373,373
101	DEPARTMENT OF SAFETY AND PERMITS	
102	100 – PERSONAL SERVICES	201,599
103	DEPARTMENT OF POLICE	
104	100 – PERSONAL SERVICES	33,124,524
105	DEPARTMENT OF SANITATION	
106	100 – PERSONAL SERVICES	971,334
107	DEPARTMENT OF HEALTH	
108	100 – PERSONAL SERVICES	3,861,154
109	DEPARTMENT OF HUMAN SERVICES	
110	100 – PERSONAL SERVICES	1,033,811
111	DEPARTMENT OF FINANCE	
112	100 – PERSONAL SERVICES	168,626

113	DEPARTMENT OF PROPERTY MANAGEMENT		
114	100 – PERSONAL SERVICES	306,015	
115	DEPARTMENT OF CIVIL SERVICE		
116	100 -PERSONAL SERVICES	12,636	
117	DEPARTMENT OF PUBLIC WORKS		
118	100 – PERSONAL SERVICES	850,183	
119	DEPARTMENT OF PARKS AND PARKWAYS		
120	100 – PERSONAL SERVICES	89,049	
121	REGISTRAR OF VOTERS		
122	100 – PERSONAL SERVICES	325	
123	**SUBTOTAL**		**51,861,360**
124	**UNATTACHED BOARDS & COMMISSIONS**		
125	CITY PLANNING COMMISSION		
126	100 – PERSONAL SERVICES	41,919	
127	VIEUX CARRE COMMISSION		
128	100 – PERSONAL SERVICES	24,889	

129	**UNATTACHED BOARDS AND COMMISSIONS TOTAL**		**66,808**
130	**MISCELLANEOUS PROGRAMS**		
131	MISCELLANEOUS		
132	100 – PERSONAL SERVICES	1,877,725	
133	NEIGHBORHOOD HOUSING & IMPROVEMENT		
134	100 – PERSONAL SERVICES	2,455	
135	**MISCELLANEOUS PROGRAMS TOTAL**		**1,880,180**
136	**INDEPENDENT GENERAL SERVICES**		
137	ETHICS REVIEW BOARD		
138	100 – PERSONAL SERVICES	145	
139	**JUDICIAL & PAROCHIAL**		
140	CORONER		
141	100 – PERSONAL SERVICES	268,781	
142	JUDICIAL RETIREMENT		
143	100 – PERSONAL SERVICES	37,560	

144	**JUDICIAL & PAROCHIAL TOTAL**	**306,341**
145	**TOTAL**	**54,497,235**

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

CITY OF NEW ORLEANS

FISCAL NOTE/IMPACT STATEMENT

CHIEF ADMINISTRATIVE OFFICE

REVENUE / EXPENDITURE
ORDINANCE (X) **RESOLUTION ( )** **MOTION ( )**
NO(S). Cal. # **NO.** **NO.**

DEPARTMENT: VARIOUS

PURPOSE OF LEGISLATION: An ordinance to amend the 2024 Budget of Expenditures (Ord. No. 29736 MCS) to transfer funds ($54,497,235) within General Fund to various departments to cover shortages incurred during Fiscal Year 2024.

SOURCE/AMOUNT OF REVENUE TO BE GAINED:
See below.

PERIOD OF PERFORMANCE: FROM: 12/31/2024 TO: 06/10/2025

EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:

EXPLANATION: (Include detailed description of items/services to be purchased and/or reduced, including positions added or deleted and/or Impact and Implications of Proposed Legislation.)

Fund:	Amount
From: **INTERGOVERNMENTAL REVENUES – FUND 6699**	
INTERGOVERNMENTAL	
600 – GRANTS, CONTR. AND FUND TRANSFERS	-$6,255,707
GENERAL FUND – FUND 1000	
CITY COUNCIL	
100 – PERSONAL SERVICES	-$1,056,949
200 – OTHER OPERATING	-$3,152,361
600 – DEBT SERVICE	$500,000
OFFICE OF THE MAYOR	
200 – OTHER OPERATING	-$3,185,020
600 – DEBT SERVICE	$600,000
CHIEF ADMINSTRATIVE OFFICE	
200 – OTHER OPERATING	-$17,100,598
DEPARTMENT OF LAW	
100 – PERSONAL SERVICES	-$334,682
200 – OTHER OPERATING	-$828,005
DEPARTMENT OF CODE ENFORCEMENT	
100 – PERSONAL SERVICES	-$226,388
200 – OTHER OPERATING	-$121,842
FIRE DEPARTMENT	
200 – OTHER OPERATING	-$394,710

SAFETY AND PERMITS	
200 – OTHER OPERATING	-$36,189
POLICE DEPATMENT	
200 -OTHER OPERATING	-$706,280
SANITATION	
200 -OTHER OPERATING	-$946,586
HEALTH DEPARTMENT	
200 – OTHER OPERATING	-$2,321,204
HUMAN SERVICES	
200 – OTHER OPERATING	$564,513
FINANCE	
200 – OTHER OPERATING	-$6.230,639
600 – DEBT SERVICE	$25,800
PROPERTY MANAGEMENT	
200 – OTHER OPEATING	-$854,766
CIVIL SERVICE	
200 – OTHER OPERATING	-$364,150
PUBLIC WORKS	
200 – OTHER OPERATING	-$3,349,883
PARKS AND PARKWAYS COMMISSION	
200 – OTHER OPERATING	-$131,190
HISTORIC DISTRICT LANDMARKS COMMISSIONS	
100 – PERSONAL SERVICES	-$98,112
200 -OTHER OPERATING	-$19,206
CITY PLANNING COMMISSION	
200 – OTHER OPERATING	-$44,222
MOSQUITO CONTROL BOARD	
100 – PERSONAL SERVICES	-$136,822
200 – OTHER OPERATING	-$23,737
REGISTRAR OF VOTERS	
200 – OTHER OPERATING	-$173,031
VIEUX CARRE COMMISSIONS	
200 – OTHER OPERATING	-$15,868
MISCELLANEOUS PROGRAMS	
200 – OTHER OPERATING	-$1,581,264
WORKFORCE INVESTMENT	
100 – PERSONAL SERVICES	-$627,677
200 – OTHER OPERATING	-$664,684
OFFICE OF ECONOMIC DEVELOPMENT	
200 – OTHER OPERATING	-$78,400
OFFICE OF INSPECTOR GENERAL	

100 -PERSONAL SERVICES	-$238,393
200 – OTHER OPERATING	-$161,880
OFFICE OF INDEPENDENT POLICE MONITOR	
100 -PERSONAL SERVICES	-$7,563
200- OTHER OPERATING	-$116,781
CRIMINAL SHERIFF	
200 – OTHER OPERATING	-$577,218
JUVENILE COURT	
100 – PERSONAL SERVICES	-$11,974
MUNICIPAL AND TRAFFIC COURT	
100 – PERSONAL SERVICES	-$143,583
ETHICS REVIEW BOARD	
200 – OTHER OPERATING	-$95,989
CORONER'S OFFICE	
200 – OTHER OPERATING	-$293,432
CLERK OF CRIMINAL DISTRICT COURT	
100 – PERSONAL SERVICES	-$76,373
200 – OTHER OPERATING	-$23,564
To: GENERAL FUND – FUND 1000	
OFFICE OF THE MAYOR	
100 – PERSONAL SERVICES	$382,401
CHIEF ADMINISTRATIVE OFFICE	
100 – PERSONAL SERVICES	$1,868,731
DEPARTMENT OF FIRE	
100 – PERSONAL SERVICES	$9,373,373
DEPARTMENT OF SAFETY AND PERMITS	
100 – PERSONAL SERVICES	$201,599
DEPARTMENT OF POLICE	
100 – PERSONAL SERVICES	$33,124,524
DEPARTMENT OF SANITATION	
100 – PERSONAL SERVICES	$971,334
DEPARTMENT OF HEALTH	
100 – PERSONAL SERVICES	$3,861,154
DEPARTMENT OF HUMAN SERVICES	
100 – PERSONAL SERVICES	$1,033,811
DEPARTMENT OF FINANCE	
100 – PERSONAL SERVICES	$168,626
DEPARTMENT OF PROPERTY MANAGEMENT	
100 – PERSONAL SERVICES	$306,015
DEPARTMENT OF CIVIL SERVICE	
100 – PERSONAL SERVICES	$12,636

DEPARTMENT OF PUBLIC WORKS	
100 – PERSONAL SERVICES	**$850,183**
DEPARTMENT OF PARKS AND PARKWAYS	
100 – PERSONAL SERVICES	**$89,049**
VIEUX CARRE COMMISSION	
100 – PERSONAL SERVICES	**$24,889**
CITY PLANNIING COMMISSION	
100 - PERSONAL SERVICES	**$41,919**
MISCELLANEOUS PROGRAMS	
100 – PERSONAL SERVICES	**$1,877,725**
ETHICS REVIEW BOARD	
100 – PERSONAL SERVICES	**$145**
NEIGHBORHOOD HOUSING IMPROVEMENT	
100 – PERSONAL SERVICES	**$2,455**
CORONER'S OFFICE	
100 – PERSONAL SERVICES	**$268,781**
REGISTRAR OF VOTERS	
100 – PERSONAL SERVICES	**$325**
JUDICAL RETIREMENT	
100 – PERSONAL SERVICES	**$37,560**
TOTAL	**$0**

BRANDYE DELARGE / 658-2587
CONTACT PERSON/PHONE:

BA DeLarge Budget Admin Asst
SIGNATURE/TITLE:

Budget Office
DEPARTMENT/AGENCY

REVIEWED BY:

DATE: 5/19/2025

CHIEF ADMINISTRATIVE OFFICE

1843

Calendar No. (REV)
(EXP) x

Name Brandye DeLarge Ext. x2587
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to amend the 2024 Budget of Expenditures (Ord. No. 29736) to transfer funds ($54,497,235) within the General Fund to various departments to cover shortages incurred during Fiscal Year 2024.

1. B A DeLarge
Department Head
2. Hannah Rowe
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: VARIOUS

Name of Contact Person: Brandye DeLarge

Telephone Number: 504-658-2587

Email Address: badelarge@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

An ordinance to amend the 2024 Budget of Revenues (Ord. No. 29735) to appropriate funds

($6,255,707) from fund balance to General Fund to cover shortages incurred during Fiscal Year 2024.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,181

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO

AN ORDINANCE to ratify and confirm the temporary waiver of certain fees, permit fees, and requirements within and around First Grace Methodist Church located at 3401 Canal Street, New Orleans, Louisiana, in conjunction with the NOLAKEYS 5th Annual Stop the Violence Youth Bike Ride and School Supply Giveaway event on Saturday, August 2, 2025 at 4:00p.m.; to ratify and confirm the duration and boundaries of said waiver; and to provide otherwise with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the entirety of the Special Event Occupancy (Non-Profit) Fee, Revenue Non-Profit Parade Permit Fee, and Non-Profit Parade Revenue Music for Entertainment No Admission Fee shall be and have been waived for events and activities of the NOLAKEYS 5th Annual Stop the Violence Youth Bike Ride and School Supply Giveaway event on Saturday, August 2, 2025, within and around First Grace United Methodist Church located at 3401 Canal Street, New Orleans, Louisiana (the "NOLAKEYS event"). The fee waiver authorized by this section shall not and have not included any direct costs to the city.

SECTION 2. That the provisions of Section 1 above shall be and have been applied only to those persons engaged in activities in conjunction with the NOLAKEYS event which shall be and have been specified in writing, and the names of such persons shall be and have been filed

along with a schedule of approved activities by the chairperson of the NOLAKEYS event no later than ten days prior to the event.

SECTION 3. That the chairperson of the NOLAKEYS event shall add and has added the City of New Orleans as insured in the insurance policy held by the chairperson of the NOLAKEYS event for the duration of its activities stated herein.

SECTION 4. That this ordinance shall be construed to have superseded and waived the provisions of any moratorium or other ordinance that may have been applicable.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,190

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to amend and reordain Section 170-3 of the Code of the City of New Orleans to exempt structures granted a conditional use in an OS-R District from the prohibitions therein; and otherwise to provide with respect thereto.

WHEREAS, on April 7, 2022, the New Orleans City Council adopted Ordinance No. 28,989 M.C.S., amending the Comprehensive Zoning Ordinance and creating a new use category of "Boat Dock" to allow boat rental facilities as conditional uses in specific water-adjacent zoning districts, including OS-R Open Space Regional; and

WHEREAS, the City wishes to construct a Boat Dock in conjunction with the new Willie Hall Playground, as a part of the St. Bernard Neighborhood Campus plan, to advance the physical, mental, and social well-being of New Orleanians by providing a safe and welcoming environment for recreational and athletic experiences; and

WHEREAS, the proposed site for the Willie Hall Playground Boat Dock is located on the east bank of Bayou St. John, between Imperial Drive and Milton Street, in an OS-R Regional Open Space District and would be eligible for consideration of a conditional use absent Section 170-3 of the City Code, which prohibits the construction of a Boat Dock along the entirety of Bayou St. John; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Section 170-3 of the City Code is hereby amended and reordained to read as follows:

"**Sec. 170-3. - Structures not to be erected, etc., in or on Bayou St. John.**

No building permit shall be issued for the construction, structural alteration, reconstruction or repair of any building or structure designed for or used for any purposes, residential or otherwise, which shall be located in the bed of or on the banks of Bayou St. John or designed to float in the waters of the Bayou from its head at Hagan Avenue to its mouth at Lake Pontchartrain, except for structures granted conditional uses in an OS-R District as provided in the Comprehensive Zoning Ordinance."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ENGROSSED VERSION:

"**Sec. 170-3. - Structures not to be erected, etc., in or on Bayou St. John.**

No building permit shall be issued for the construction, structural alteration, reconstruction or repair of any building or structure designed for or used for any purposes, residential or otherwise, which shall be located in the bed of or on the banks of Bayou St. John or designed to float in the waters of the Bayou from its head at Hagan Avenue to its mouth at Lake Pontchartrain**, except for structures granted conditional uses in an OS-R District as provided in the Comprehensive Zoning Ordinance**."

1852

Calendar No. (Rev)
(Exp)

Name Patrick Judge Ext. 504.658.8689; 504.657.4858(c)
Person responsible for routing

CHECK SHEET TO BE USED FOR CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To amend Section 170-3 of the Code of the City of New Orleans to allow the City of New Orleans ("City") to apply for a conditional use permit, in accordance with the Comprehensive Zoning Ordinance, for a Boat Dock to be located along the east bank of Bayou St. John between Imperial Drive and Milton Street, as a part of the NORD Willie Hall Playground encompassed in the St. Bernard Neighborhood Campus plan.

1. Joseph Threat Sr. PDU DIRECTOR
Department Head/Deputy Chief Administrative Officer

2. Tanya T...
Department of Law

3.
Chief Administrative Officer

4.
Director of Council Relations

5.
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present:

Absent:

AMENDMENTS:

FINAL ADOPTION:

MOVED:
2ND:
YEAS:
NAYS:
ABSENT:
RECUSED:

7.
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Stormwater & Green Infrastructure (SGI) - PDU

Name of Contact Person: Stephanie Dreher, P.E.

Telephone Number: 504.941.0594

Email Address: Stephanie.Dreher@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

On April 7, 2022, the New Orleans City Council adopted Ordinance No. 28,989 M.C.S., amending the Comprehensive Zoning Ordinance (CZO) and creating a new use category of "Boat Dock" to allow boat rental facilities as conditional uses in specific water-adjacent zoning districts, including OS-R Open Space Regional.

This proposed Ordinance is to amend Section 170-3 of the Code of the City of New Orleans to allow the City of New Orleans ("City") to apply for a conditional use, in accordance with the CZO, for the construction and operation of a floating Boat Dock. This amendment would align the Code with the 2022 changes to the CZO. Section 170-4 already identifies the Department of Safety and Permits as the regulatory enforcer.

The proposed site for the new floating boat dock, as part of the new NORDC Willie Hall Playground facilities, is located on the east bank of Bayou St. John, between Imperial Drive and Milton Street, in an OS-R Regional Open Space District and would be eligible for consideration of a conditional use absent Section 170-3 of the City Code, which prohibits the construction of "...any building or structure" in the bed or on the banks of Bayou St. John from its head at Hagan Avenue to its mouth at Lake Pontchartrain.

The proposed, community-driven project is the third phase of the St. Bernard Neighborhood Campus plan, which will advance the physical, mental, and social well-being of New Orleanians by providing a safe and welcoming environment for recreational and athletic experiences.
Attachments: Proposed Ordinance: CZO Article 7.2.A Permitted and Conditional Uses; City Code Sections 170-3and -4; Project Fact Sheet; Site Plan of proposed Bayou St. John Park.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

Sec. 170-3. - Structures not to be erected, etc., in or on Bayou St. John.

The general content/requirements of the existing Code provision:

No permit shall be issued for the construction of any building or structure, residential or otherwise, which shall be located in the bed of or on the banks of Bayou St. John or designed to float in the waters from its head its mouth.

How the proposed ordinance will alter the existing Code provision(s):

The ordinance will amend Section 170-3 of the Code of the City of New Orleans to allow the City of New Orleans ("City") to apply for a conditional use permit, in accordance with the Comprehensive Zoning Ordinance, Article 7 - Open Space Districts, as revised in April 2022.

Why these changes are needed:

The changes are needed in order to construct the new NORD Willie Hall Playground floating kayak launch in project NDR058C.

REQUESTED ADOPTION DATE: 8/22/2024

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2024

CALENDAR NO. 35,191

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER THOMAS (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 1 to a previously executed Cooperative Endeavor Agreement ("CEA") between the City of New Orleans ("City") and Hyfi, LLC, relative to the installation a system of water level monitors to provide real time data to the City to assist with flood mitigation efforts, desire to modify the provisions of the CEA and extend the term thereof for an additional one (1) year, five (5) months, and twelve (12) days, as more fully set forth in the Amendment No. 1 form attached hereto as Exhibit "A" and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and Hyfi, LLC desire to modify the provisions of and extend the term thereof for an additional one (1) year, five (5) months, and twelve (12) days, to the previously executed Cooperative Endeavor Agreement (CEA) between the City and Hyfi, LLC relative to the valued public purpose of the installation a system of water level monitors to provide real time data to the City to assist with flood mitigation efforts in the City of New Orleans; and

WHEREAS, the City and Hyfi, LLC desire to enter into this Amendment No. 1 to provide for the installation a system of water level monitors to provide real time data to the City to assist

with flood mitigation efforts and to set forth certain other matters in connection therewith; **NOW THEREFORE**

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into Amendment No. 1 to the Cooperative Endeavor Agreement, in the form attached hereto as Exhibit "A", to the previously executed Cooperative Endeavor Agreement between the City of New Orleans and Hyfi, LLC to modify the provisions of and extend the term thereof for an additional one (1) year, five (5) months, and twelve (12) days, to the previously executed CEA relative to the valued public purpose of the installation a system of water level monitors to provide real time data to the City to assist with flood mitigation efforts in the City of New Orleans.

SECTION 2. That said Amendment No. 1 to the Cooperative Endeavor Agreement is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

EXHIBIT A

AMENDMENT NUMBER 1 TO THE

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS AND HYFI, LLC

[COVER PAGE]

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

HYFI, LLC

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Hyfi LLC, represented by Brandon P. Wong, CEO (the "**Partner Agency**"). The City and the Partner Agency are sometimes each referred to as a "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of July 19, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, on July 19, 2024, the City and the Partner Agency entered into a Cooperative Endeavor Agreement for the installation a system of water level monitors to provide real time data to the City to assist with flood mitigation efforts (the "**Agreement**"); and

WHEREAS, the City and the Partner Agency, each having the authority to do so, desire to enter this Amendment to renew the agreement and extend the term for one (1) additional year;

NOW THEREFORE, for good and valuable consideration, the City and the Partner Agency amend the Agreement as follows:

1. ***Extension*****.** In accordance with Article IV, Section B of the Agreement, the term is extended for an additional one (1) year, five (5) months, and twelve (12) days from the Effective Date through December 31, 2026.

2. ***Additional Miscellaneous Provisions*****.** The following terms and conditions are added to the Agreement:

3. ***Convicted Felon Statement*****.** The Partner Agency swears that it complies with City Code Section 2-8(c). No Partner Agency principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

4. ***Non-Solicitation Statement*****.** The Partner Agency swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Partner Agency has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. ***Prior Terms Binding*****.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6. ***Counterparts***. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

7. ***Electronic Signature and Delivery***. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile,

email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

IN WITNESS WHEREOF, the City and the Partner Agency, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

HYFI, LLC

BY: _____
BRANDON P. WONG, CEO

83-4573259
FEDERAL TAX I.D.

K24-814

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

HYFI LLC

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Hyfi LLC, represented by Brandon P. Wong, CEO (the "**Partner Agency**"). The City and the Partner Agency may sometimes each be referred to as a "**Party**," and collectively, as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, the Partner Agency is a corporation which principal address is located at 455 E Eisenhower Pkwy, Suite 300, Ann Arbor, MI, 48108;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City and the Partner Agency desire to accomplish a valuable public purpose of providing data on the location, timing, and depth of flood events to city planners, emergency managers and the general public by designing, installing and maintaining a network of wireless sensors to continuously report water level data to the City and Study Partners (e.g. SWBNO) to aid in flood warning and response and infrastructure planning;

WHEREAS, the **Partner Agency** will manufacture, install, and maintain a network of wireless sensors to continuously monitor water levels at locations selected in partnership with the City and provide that data to the City in real-time; and

WHEREAS, the City will identify monitoring locations, provide site access, coordinate permits and stakeholder relations, and integrate the collected data into existing city data platforms and flood warning systems.

NOW THEREFORE, the City and the **Partner Agency**, each having the authority to do so, agree as follows:

ARTICLE I - THE PARTNER AGENCY'S OBLIGATIONS

A. ***Services.***

Hyfi will provide water level information services to the Study Partners, including identifying up to 50 monitoring locations and the main point of contact for each location with the Study Partners. Hyfi will use best efforts to meet the deployment of these sites or whichever alternate sites have been agreed upon between Hyfi and the Study Partners;

B. ***Schedule.***

Hyfi will provide the above services to the City for a 1-year period beginning on the Effective Date.

C. ***Invoices.***

Hyfi will provide these services at no cost to the City. The City acknowledges that Hyfi is the recipient of external funding to support this project.

D. ***Equipment.***

At the end of the term of the agreement, the City will retain ownership of any and all mounting hardware provided by Hyfi during the term of the agreement.

E. ***Insurance.***

Hyfi will maintain insurance per Article VI throughout the term of this agreement.

ARTICLE II - THE CITY'S OBLIGATIONS

A. ***Administration.*** The City will:

1. Administer this Agreement through the Hazard Mitigation Office (the "**Department**");

2. Provide the Partner Agency with any documents deemed necessary for the Partner Agency's performance of any work required under this Agreement;

3. Provide access to Department personnel, including during regular bi-weekly check-ins, to discuss the required services during normal working hours, as requested by the Partner Agency; and

4. Provide site access to the Partner Agency for installation and maintenance; and

5. Coordinate with project stakeholders to obtain any required permits for flood warning sensor installation

ARTICLE III - FUNDING

The City has no funding obligation under this Agreement. Each Party is responsible for their own costs.

ARTICLE IV - DURATION AND TERMINATION

A. ***Term.*** The term of this agreement shall be one year from the Effective Date.

B. ***Extension.*** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. Termination for Convenience. Either Party may terminate this Agreement at any time during the term of the Agreement by giving them other Party written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Cause. Either Party may terminate this Agreement immediately for cause by sending written notice to the Partner Agency. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE V - INDEMNITY

A. In General. To the fullest extent permitted by law, the Partner Agency will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Partner Agency, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Partner Agency in connection with the performance of work under this Agreement.

B. Limitation. The Partner Agency's indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Partner Agency nor any of its agents or employees contributed to such negligence, gross negligence or willful misconduct.

C. Independent Duty. The Partner Agency has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Partner Agency is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Partner Agency shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VI - INSURANCE

Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Partner Agency agrees to have and maintain the policies set forth

in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.
Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Partner Agency's Services under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Insurance Requirements:

Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than $1,000,000. All employers must provide this coverage or be registered as a "Self-Insured" entity with the State.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate.
Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than $500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Professional Liability - As professional services are required under the contract, the Partner Agency shall maintain or cause to be maintained, professional liability coverage specific to the contractors profession with limits of liability of not less than $1,000,000 per occurrence or claim / $2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Partner Agency in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, the Partner Agency must procure and evidence full extended reporting period (ERP) coverage.

Important: The obligations for the Partner Agency to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Partner Agency from any liability incurred as a result of their activities/operations in conjunction with the Partner Agency's obligations and/or Services.

Additional Insured Status: The Partner Agency and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Partner Agency's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The Partner Agency shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Partner Agency. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail or **e-mail** to (**User Department Mailing Address**), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.
The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

Primary Coverage: For any claims related to this agreement, the Partner Agency's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Partner Agency's coverage.

Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Partner Agency must purchase "extended reporting" coverage for a minimum of 3 years after the termination of this agreement.

Waiver of Subrogation: The Partner Agency and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Notice: Upon request the Partner Agency will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days:

Copies of all policies of insurance, including all policies, forms, and endorsements:
Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances, **based on any change in the Services and/or Partner Agency obligations**.

ARTICLE VII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of the Partner Agency according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Partner Agency fails to perform according to the Agreement, the City will notify the Partner Agency. If there is a continued lack of performance after notification, the City may declare the Partner Agency in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Partner Agency (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Partner Agency 's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Partner Agency will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Partner Agency in any of Partner Agency's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Partner Agency. The Partner Agency agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Partner Agency will incorporate the terms and

conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. Termination for Breach. The City may terminate this Agreement for cause if the Partner Agency fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE IX - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. The Partner Agency is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Partner Agency, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Partner Agency will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Partner Agency, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Partner Agency nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Partner Agency has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Partner Agency are outside the normal course and scope of the City's usual business; and (c) the Partner Agency has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Partner Agency, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE X - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Partner Agency stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Partner Agency must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
   b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Partner Agency and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XI - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Austin Feldbaum
City of New Orleans
1300 Perdido Street, Suite 9W03
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Partner Agency:

Brandon P. Wong
HyFi, LLC
455 E Eisenhower Pkwy, Suite 300
Ann Arbor, MI 48108

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. ***Notification of Change***. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XII - ADDITIONAL PROVISIONS

A. ***Amendment.*** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. ***Assignment.*** (i) Neither the Partner Agency nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council. (ii) A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Partner Agency or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Partner Agency or subcontractor that exceeds 50% of the fair market value of the Partner Agency or subcontractor or 50% of the total voting power of the Partner Agency or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Partner Agency or subcontractor exceeds 50% of the fair market value of the Partner Agency or subcontractor or 50% of the total voting power of the contractor or subcontractor as of the effective date of the Agreement.

C. ***Audit and Other Oversight.***

1. The Partner Agency will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Partner Agency, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Partner Agency's office or place of business in Louisiana. If no such location is available in Louisiana, the Partner Agency will make the documents available at a time and location that is convenient for the City.

2. The Partner Agency will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Partner Agency to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Partner Agency agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. ***Choice of Law.*** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. ***Compliance with City's Hiring Requirements – Ban the Box.***

1. The Partner Agency agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Partner Agency must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Partner Agency notice of noncompliance and allow the Partner Agency thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Partner Agency remains noncompliant, the City may move to suspend payments to the Partner Agency, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

4. The Partner Agency will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub- Partner Agency to comply with those provisions.

F. ***Conflicting Employment.*** To ensure that the Partner Agency's efforts do not conflict with the City's interests, and in recognition of the Partner Agency's obligations to the City, the Partner Agency will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Partner Agency will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Partner Agency's performance of this Agreement. The City will make the final determination whether the Partner Agency may accept the other employment.

G. ***Construction of Agreement.*** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Partner Agency on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. ***Convicted Felon Statement.*** The Partner Agency complies with City Code § 2-8(c) and no principal, member, or officer of the Partner Agency has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

I. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Partner Agency shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Partner Agency fails to meet its contractual obligations.

J. ***Entire Agreement.*** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

K. ***Jurisdiction.*** The Partner Agency consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Partner Agency.

L. ***Limitations of the City's Obligations.*** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

M. ***No Expectation of Benefit or Special Treatment.*** The Partner Agency swears that, as a result of the donation of the services that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

N. ***No Third-Party Beneficiaries.*** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

O. ***Non-Exclusivity.*** This Agreement is non-exclusive and the Partner Agency may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

P. ***Non-Solicitation Statement.*** The Partner Agency has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Partner Agency has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Q. ***Non-Waiver.*** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

R. ***Ownership of Records.*** The Partner Agency retains the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Cooperative Endeavor, including, but not limited to, concepts, know-how, software, materials, methods, and devices ("Inventions"). The Partner Agency also retains full ownership of all data collected and produced during the performance of this Agreement. The City shall take no ownership of these Inventions or data and shall have no right to enter into license agreements with any third party covering these Inventions or data. The City shall have a non-exclusive, non-transferable, non-sublicensable right to access, use and distribute certain data and works produced by the Partner Agency as necessary for the City to perform its Services, provided that the City unambiguously attributes and credits the Partner Agency as the source of the licensed data and works produced.

S. ***Confidential Information***. The City agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) that the City or anyone acting on the City's behalf develops, learns or obtains in connection with the Services or that are received by or for the Partner Agency in confidence, constitute "Confidential Information." The City will hold in confidence and not disclose or, except in performing the Services, use any Confidential Information. However, the City shall not be obligated under this paragraph with respect to information the City can document is or becomes readily publicly available without restriction through no fault of the City.

T. ***Prohibition of Financial Interest in Agreement.*** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Partner Agency, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Partner Agency pursuant to this Agreement without regard to the Partner Agency's otherwise satisfactory performance of the Agreement.

U. ***Prohibition on Political Activity.*** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

V. ***Remedies Cumulative.*** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

W. ***Severability.*** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

X. ***Survival of Certain Provisions.*** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Y. ***Terms Binding.*** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIII - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XIV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Partner Agency, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this 19th **of** July, 2024

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Andrew Gregorian

HYFI, LLC

BY: _____
BRANDON P. WONG, CEO

83-4573259
FEDERAL TAX I.D.

1875

Calendar No. (Rev)
(Exp)

Name Katrina M. Porter Ext. 8-8740
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: K25-382 HYFI, LLC CEA AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT BETWEEN CITY OF NEW ORLEANS FOR THE INSTALLATION OF A SYSTEM OF WATER LEVEL MONITORS TO PROVIDE REAL TIME DATA TO THE CITY TO ASSIST WITH FLOOD MITIGATION EFFORTS.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: OHSEP - HAZARD MITIGATION

Name of Contact Person: AUSTIN FELDBAUM

Telephone Number: 504-658-8740

Email Address: AFELDBAUM@NOLA.GOV

Initials of Sponsoring Councilmember(s):

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

K25-382 HYFI, LLC CEA AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT BETWEEN CITY OF NEW ORLEANS FOR THE INSTALLATION OF A SYSTEM OF WATER LEVEL MONITORS TO PROVIDE REAL TIME DATA TO THE CITY TO ASSIST WITH FLOOD MITIGATION EFFORTS

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

CITY OF NEW ORLEANS AND HYFI, LLC

The obligations, expectations, and deliverables of the parties involved:

To install a system of water monitors to acquire data for flood mitigation

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To gain data from flood areas in the city for flood mitigation efforts

The duration of the contract:

One (1) year, five (5) months and twelve (12) days (July 19, 2025 - December 31, 2026)

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: 07/19/2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,200

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 6 to a previously executed Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City") and The University of New Orleans, relative to the restoration of the City's infrastructure damaged as a result of Hurricane Katrina, including roads, the storm water drainage system, water distribution lines, sanitary sewer collection lines, and Americans with Disabilities Act (ADA) compliant curb ramps, all in furtherance of the Joint Infrastructure Recovery Request (JIRR) Program, to modify the provisions thereof, as more fully set forth in the Amendment No. 6 form attached hereto as Exhibit "A" and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and The University of New Orleans desire to modify the provisions of a previously executed Cooperative Endeavor Agreement (CEA) between the City and The University of New Orleans relative to the valued public purpose of the restoration of the City's infrastructure damaged as a result of Hurricane Katrina, including roads, the storm water drainage system, water distribution lines, sanitary sewer collection lines, and Americans with Disabilities Act (ADA) compliant curb ramps, all in furtherance of the Joint Infrastructure Recovery Request (JIRR) Program in the City of New Orleans; and

WHEREAS, the City and The University of New Orleans desire to enter into this Amendment No. 6 to provide for the restoration of the City's infrastructure damaged as a result of Hurricane Katrina, including roads, the storm water drainage system, water distribution lines, sanitary sewer collection lines, and Americans with Disabilities Act (ADA) compliant curb ramps, all in furtherance of the Joint Infrastructure Recovery Request (JIRR) Program and to set forth certain other matters in connection therewith; **NOW THEREFORE**

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into Amendment No. 6, in the form attached hereto as Exhibit "A", to the previously executed Cooperative Endeavor Agreement between the City of New Orleans and The University of New Orleans to modify the provisions of said previously executed CEA relative to the valued public purpose of the restoration of the City's infrastructure damaged as a result of Hurricane Katrina, including roads, the storm water drainage system, water distribution lines, sanitary sewer collection lines, and Americans with Disabilities Act (ADA) compliant curb ramps, all in furtherance of the Joint Infrastructure Recovery Request (JIRR) Program in the City of New Orleans.

SECTION 2. That said Amendment No. 6 to the cooperative endeavor agreement is attached to this ordinance as "Exhibit A" and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

AMENDMENT NUMBER 6 TO THE

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANSAND THE UNIVERSITY OF NEW ORLEANS

[COVER PAGE]

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: DPW/Project Delivery Unit

Name of Contact Person: C. Rick Hathaway, DPW/LaNitrah B. Hasan

Telephone Number: 504-658-8000/504-658-8472

Email Address: lbhasan@nola.gov/clinton.hathaway@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

This ordinance will authorize authorize the Mayor of the City of New Orleans to enter into Amendment No. 6 to a previously executed Cooperative Endeavor Agreement (CEA) between the City of New Orleans (the "City") and the University of New Orleans to modify the provisions of the previously executed CEA by extending the CEA through December 1, 2028. The total value of the CEA remains at $798,517.00.

The CEA relates to restoration of the City's infrastructure damaged as a result of Hurricane Katrina, including roads, the storm water drainage system, water distribution lines, sanitary sewer collection lines, and Americans with Disabilities Act (ADA) compliant curb ramps, all in furtherance of the Joint Infrastructure Recovery Request (JIRR) Program.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The City and the University of New Orleans.

The obligations, expectations, and deliverables of the parties involved:

The University of New Orleans has a scope of services for assisting in the monitoring of City projects being carried out under the JIRR Program as directed by City staff.

Any fiscal implications for the City with the contract:

This project is funded through federal FEMA funds. This 6th Amendment does not add any additional funding. The value of the CEA remains at $798,517.00.

The public purpose and need for the contract:

To continue the CEA between the City and UNO for the JIRR Program through the projected end of the JIRR program on December 1, 2028.

The duration of the contract:

This CEA Amendment #6 extends the existing CEA with UNO through December 1, 2028.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: August 7th, 2025

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,201

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER THOMAS

AN ORDINANCE to amend section 2-8 and to ordain section 114-4 of the Code of the City of New Orleans to require rest breaks for city employees and employees of city contractors to protect against the hazards of extreme heat; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That section 2-8 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"**Chapter 2 – ADMINISTRATION**

ARTICLE I. – IN GENERAL

* * *

Sec. 2-8 – Contracts, cooperative endeavor agreements, and grants.

Except with regards to (i) donations to the city; (ii) immovable property transactions which are conducted at public auction, not including leases of property; (iii) agreements with federal or state governmental entities and/or the various agencies/political subdivisions thereof; (iv) legal claims resolutions; or (v) contracts to satisfy emergency needs during a declared state of emergency, the provisions of this section shall apply to city contracts, professional services agreements, cooperative endeavor agreements and grants.

(a) It shall be unlawful for the mayor, the president of the city council, or any designee of either the mayor or the president, to execute a contract or cooperative endeavor agreement with any person, corporation, or entity which owes delinquent taxes to the city. Prior to the execution of any contract or cooperative endeavor agreement, the director of finance shall review such agreement and shall attest by signature on a form to be provided by the chief administrative officer that the person or entity with whom the agreement is to be executed is not delinquent in any taxes owed to the city. No payment shall be made under any contract or cooperative endeavor agreement if the recipient owes delinquent taxes to the city.

(b) It shall be unlawful for the city or any agent thereof to award any grant to a recipient which owes delinquent taxes to the city. Prior to final approval of any grant award, the agency administering the grant(s) shall obtain assurances that the recipient is current on all taxes owed to the city. No payment shall be made under any grant if the recipient owes delinquent taxes to the city.

(c) It shall be unlawful for the mayor, the president of the city council, or any designee of either the mayor or the president, to execute a contract or cooperative endeavor agreement with, or award any grant to, any person, corporation, or entity, whose principal(s), member(s) and/or officer(s) have within the preceding five years been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, falsification or destruction of public records. All contracts, cooperative endeavor agreements and grant agreements shall contain a sworn statement and requirement that the person or entity responsible for performing the contract, cooperative endeavor or grant, or providing the service provided for therein, is compliant with the provisions of this section.

(d) In addition to the prohibition provided in subsection (c), it shall also be unlawful for the mayor, the president of the city council, or any designee of either the mayor or the president to execute a contract or cooperative endeavor agreement with, or award any grant to, any person, corporation, or entity that fails to indicate compliance with the hiring practices provided in section 2-13(a)—(f) of this Code, or provide written reasons why deviation from section 2-13(a)—(f) is necessary. All contracts, cooperative endeavor agreements, and grant agreements shall provide a sworn statement relative to the requirement that the person, corporation, or entity responsible for executing the contract or agreement, or providing the service provided for therein, is compliant with the provisions of this subsection. No payment shall be made under any new or renewal contract, cooperative endeavor agreement, or grant unless the recipient is compliant with this subsection. This subsection shall apply to any agreements executed on or after March 1, 2019. This subsection shall not apply to any agreements executed before March 1, 2019. The provisions of this subsection shall not apply to the New Orleans Police Department, New Orleans Fire Department, New Orleans Aviation Board, the New Orleans Office of Homeland Security and Emergency Preparedness, or the Youth Study Center (Department of Human Services).

(e) If a contract is awarded and is found to be in violation of this section, said contract shall be voidable.

(f) The chief administrative office shall produce a report annually of all city contracts, cooperative endeavor agreements, and grants executed or renewed from the previous year confirming that they are in compliance with this section. This report must be submitted

annually by March 31 to the chair of the city council governmental affairs committee for review.

(g) Every contractor, vendor, or supplier that is a party to a contract, professional services agreement, cooperative endeavor agreement, or grant agreement with the city shall protect its employees from the hazards of extreme heat with regular rest breaks in an area protected from direct sunlight. Such protection shall include at a minimum one 10-minute rest break, or one 15-minute rest break, for every two hours spent working outdoors or in an un-airconditioned work location, when the heat index measures 80-89 degrees Fahrenheit, or 90 degrees Fahrenheit or more, respectively."

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Code of the City of New Orleans, Louisiana is amended to add section 114-4, which read as follows:

"**Chapter 114 – PERSONNEL**

ARTICLE I – IN GENERAL

* * *

Sec. 114-4. – Heat hazard protection.

A city employee's appointing authority shall ensure a rest break to protect the employee from the hazards of extreme heat, in accordance with the following standards:

(a) Every city employee shall receive one 10-minute rest break for every two hours spent working outdoors or in an un-airconditioned work location when the heat index measures 80 to 89 degrees Fahrenheit.

(b) Every city employee shall receive one 15-minute rest break for every two hours spent working outdoors or in an un-air-conditioned work location when the heat index measures 90 degrees Fahrenheit or more.

(c) The rest break required by this section shall be in an area protected from direct sunlight and shall be deemed to constitute part of the employee's paid duties.

(d) Deviations from this requirement may be allowed in circumstances involving an emergency or critical event where strict compliance with this requirement is not practicable or would compromise the city's ability to respond to the situation. In such circumstances, the appointing authority shall nevertheless take available steps to ensure that personnel are provided reasonable relief from extreme heat."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ENGROSSED VERSION:

In accordance with City Code Sec. 2-812, the following engrossed version shows how the proposed law modifies the Code. Additions are **underlined**. Deletions are shown as ~~strikethroughs~~.

"**Chapter 2 – ADMINISTRATION**

ARTICLE I. – IN GENERAL

* * *

Sec. 2-8 – Contracts, cooperative endeavor agreements, and grants ~~not to be awarded to parties owing delinquent taxes to the city who have a felony conviction, or who fail to comply with section 2-13(a) – (f)~~.

Except with regards to (i) donations to the city; (ii) immovable property transactions which are conducted at public auction, not including leases of property; (iii) agreements with federal or state governmental entities and/or the various agencies/political subdivisions thereof; (iv) legal claims resolutions; or (v) contracts to satisfy emergency needs during a declared state of emergency, the provisions of this section shall apply to city contracts, professional services agreements, cooperative endeavor agreements and grants.

(a) It shall be unlawful for the mayor, the president of the city council, or any designee of either the mayor or the president, to execute a contract or cooperative endeavor agreement with any person, corporation, or entity which owes delinquent taxes to the city. Prior to the execution of any contract or cooperative endeavor agreement, the director of finance shall review such agreement and shall attest by signature on a form to be provided by the chief administrative officer that the person or entity with whom the agreement is to be executed is not delinquent in any taxes owed to the city. No payment shall be made under any contract or cooperative endeavor agreement if the recipient owes delinquent taxes to the city.

(b) It shall be unlawful for the city or any agent thereof to award any grant to a recipient which owes delinquent taxes to the city. Prior to final approval of any grant award, the agency administering the grant(s) shall obtain assurances that the recipient is current on all taxes owed to the city. No payment shall be made under any grant if the recipient owes delinquent taxes to the city.

(c) It shall be unlawful for the mayor, the president of the city council, or any designee of either the mayor or the president, to execute a contract or cooperative endeavor agreement with, or award any grant to, any person, corporation, or entity, whose principal(s), member(s) and/or officer(s) have within the preceding five years been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, falsification or

destruction of public records. All contracts, cooperative endeavor agreements and grant agreements shall contain a sworn statement and requirement that the person or entity responsible for performing the contract, cooperative endeavor or grant, or providing the service provided for therein, is compliant with the provisions of this section.

(d) In addition to the prohibition provided in subsection (c), it shall also be unlawful for the mayor, the president of the city council, or any designee of either the mayor or the president to execute a contract or cooperative endeavor agreement with, or award any grant to, any person, corporation, or entity that fails to indicate compliance with the hiring practices provided in section 2-13(a)—(f) of this Code, or provide written reasons why deviation from section 2-13(a)—(f) is necessary. All contracts, cooperative endeavor agreements, and grant agreements shall provide a sworn statement relative to the requirement that the person, corporation, or entity responsible for executing the contract or agreement, or providing the service provided for therein, is compliant with the provisions of this subsection. No payment shall be made under any new or renewal contract, cooperative endeavor agreement, or grant unless the recipient is compliant with this subsection. This subsection shall apply to any agreements executed on or after March 1, 2019. This subsection shall not apply to any agreements executed before March 1, 2019. The provisions of this subsection shall not apply to the New Orleans Police Department, New Orleans Fire Department, New Orleans Aviation Board, the New Orleans Office of Homeland Security and Emergency Preparedness, or the Youth Study Center (Department of Human Services).

(e) If a contract is awarded and is found to be in violation of this section, said contract shall be voidable.

(f) The chief administrative office shall produce a report annually of all city contracts, cooperative endeavor agreements, and grants executed or renewed from the previous year confirming that they are in compliance with this section. This report must be submitted annually by March 31 to the chair of the city council governmental affairs committee for review.

(g) **Every contractor, vendor, or supplier that is a party to a contract, professional services agreement, cooperative endeavor agreement, or grant agreement with the city shall protect its employees from the hazards of extreme heat with regular rest breaks in an area protected from direct sunlight. Such protection shall include at a minimum one 10-minute rest break, or one 15-minute rest break, for every two hours spent working outdoors or in an un-airconditioned work location, when the heat index measures 80-89 degrees Fahrenheit, or 90 degrees Fahrenheit or more, respectively.** ~~Exceptions. The provisions of this section shall not apply to:~~

~~(1) Donations to the city;~~

~~(2) Immovable property transactions which are conducted at public auction, not including leases of property;~~

~~(3) Agreements with federal or state governmental entities and/or the various agencies/political subdivisions thereof;~~

~~(4) Legal claims resolutions; or~~

~~(5) Contracts to satisfy emergency needs during a declared state of emergency.~~"

"**Chapter 114 - PERSONNEL**

ARTICLE I – IN GENERAL

*** * ***

Sec. 114-4. – Heat hazard protection.

A city employee's appointing authority shall ensure a rest break to protect the employee from the hazards of extreme heat, in accordance with the following standards:

(a) Every city employee shall receive one 10-minute rest break for every two hours spent working outdoors or in an un-airconditioned work location when the heat index measures 80 to 89 degrees Fahrenheit.

(b) Every city employee shall receive one 15-minute rest break for every two hours spent working outdoors or in an un-air-conditioned work location when the heat index measures 90 degrees Fahrenheit or more.

(c) The rest break required by this section shall be in an area protected from direct sunlight and shall be deemed to constitute part of the employee's paid duties.

(d) Deviations from this requirement may be allowed in circumstances involving an emergency or critical event where strict compliance with this requirement is not practicable or would compromise the city's ability to respond to the situation. In such circumstances, the appointing authority shall nevertheless take available steps to ensure that personnel are provided reasonable relief from extreme heat."

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,202

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to approve and authorize the City of New Orleans ("City"), by and through the New Orleans Aviation Board ("NOAB"), to enter into a Cooperative Endeavor Agreement ("CEA") with the United States Department of Transportation, Build America Bureau ("BAB"); and otherwise to provide with respect thereto.

WHEREAS, in accordance with Section 5-602 of the Home Rule Charter for the City, NOAB is charged with the administration and operation of the Airport; and

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, "For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, the NOAB is a governmental entity, political subdivision, or non-governmental entity of the State of Louisiana;

WHEREAS, the New Orleans Code of Ordinances, Section 9-314(3), requires a CEA longer than one (1) year to be submitted to the Council for approval; **NOW, THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Council hereby approves, and that the City of New Orleans, by and through the New Orleans Aviation Board, be and is hereby authorized to sign the following

cooperative endeavor agreement in substantial conformance to and with Exhibit "A" attached hereto and made a part hereof:

Exhibit	Document
A	Innovative Finance and Asset Concession Grant Program Cooperative Agreement

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

Department of Transportation, Build America Bureau's Innovative Finance and Asset Concession Grant Program ("IFACGP") or ("the Program') CEA titled "Light Rail Terminal Connection Project."

[SHOWN ON THE NEXT PAGE]

Innovative Finance and Asset Concession Grant Program Cooperative Agreement

Contents

COOPERATIVE AGREEMENT TERMS AND CONDITIONS 4
APPLICABLE AUTHORITIES 4
ADDITIONAL AUTHORITIES 4
SUBPART A. GENERAL PROVISIONS 4
- Definitions 5
- Order of Precedence 5
- Flow Down Requirement 5
- Period of Performance 5
- Contracting 5
- Budget 5
- Budget Period 5
- Cost Sharing or Matching Funds 5

Direct Assistance 6
- Role of the Recipient 6
- Role of DOT's Grant Program Director (GPD) 8
- Role of DOT's Grant Program Manager (GPM) 8
- Role of DOT's Grant Technical Advisor (GTA) 8
- Role of DOT's Grant Management Specialist (GMS) 8
- Degree of DOT Involvement 8
- Monitoring and Reporting Requirements 9
- Site Visits and Desk Review 9
- Unauthorized Promotion or Endorsement of Goods or Services 10
- Work Products 10
- News Releases 11
- Property Standards 11
- Intangible Property 11
- Computer Software 11
- Record Retention and Access to Records Monitoring 11
- Restrictions on Public Access to Records and Privacy Act 11
- Performance Goals and Measurements 11
- Basic Considerations 12
- Labor Rates 12
- Indirect Costs 13

Pre-Award Costs 13
Program Income 13
Profit or Fee 13
Federal Payment 13
Financial Management and Internal Controls 14
Audit 14
Transportation and Travel 14
SUBPART C. MISCELLANEOUS PROVISIONS 15
Federal Law and Public Policy Requirements 15
Prior Written Approvals 15
Key Personnel 15
Procurement 15
Subawards 16
In-Person Conferences, Trainings, and Other Events 16
System of Award Management and Unique Entity Identifier Requirements 16
Remedies for Noncompliance 16
Objections, Hearings and Appeals 16
Suspension of Agreement 16
Termination of Agreement 17
Termination/Expiration of Agreement Procedures 17
Non-Discrimination 17
Closeout 18
After-the-Award Requirements 18
ATTACHMENT 1. U.S DEPARTMENT OF TRANSPORTATION CONTACT INFORMATION 20
ATTACHMENT 2. RECORD RETENTION 21
ATTACHMENT 3. BILLING REQUIREMENTS 23
ATTACHMENT 4. U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES 26
Attachment 4.1 26
Attachment 4.2 31
Attachment 4.3 34
Attachment 4.4 36
Attachment 4.5 38
Attachment 4.6 41
ATTACHMENT 5. NON-DISCRIMINATION ASSURANCES 42
APPENDIX A 45
APPENDIX B 47

APPENDIX C 49
APPENDIX D 50
APPENDIX E 51

COOPERATIVE AGREEMENT TERMS AND CONDITIONS

This Cooperative Agreement (Agreement) funds and sets out the terms and conditions (Provisions) governing a collaborative effort between the Department of Transportation (DOT) and the **City of New Orleans** (Recipient) for project**, Light Rail Terminal Connection Project**.

This is a cost reimbursement Cooperative Agreement. The responsibility for conducting activities under this Agreement lies primarily with the organization named in this Agreement (Recipient). DOT, through its designated representatives, shall consult and coordinate in the conduct of the activities performed during the period of this Agreement. By signing the signature page, the Recipient accepts the terms and conditions, as stated.

APPLICABLE AUTHORITIES

Unless otherwise noted, this Agreement incorporates the provisions from DOT's Notice of Funding Opportunity (NOFO**)** for the **Innovative Finance and Asset Concession Grant Program (IFACGP or the Program)** for the Fiscal Years 2022, 2023 and 2024, the Recipient's federal assistance application submitted in response to the NOFO, and the documents submitted to DOT to execute this Agreement.

This Agreement requires the Recipient to comply with the applicable requirements of part 200 of Title II of the Code of Federal Regulations (2 CFR part 200) and the DOT's implementation of those requirements at 2 CFR part 1201. Program Evaluation is encouraged for grant recipients and subrecipients, however is not required.

ADDITIONAL AUTHORITIES

The authority for funding this Agreement incorporates Public Law No. 117-58, the Consolidated Appropriations Act, 2022, Section 71001 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58)

SUBPART A. GENERAL PROVISIONS

The purpose and scope of this Agreement is to facilitate and evaluate public-private partnerships in which the private sector partner could assume a greater role in project planning, development, financing, construction, maintenance, and operation, including by assisting eligible entities in entering into Asset Concessions consistent with the Budget Details of the award and the eligible activities and requirements outlined in the NOFO through technical assistance or expert services, as amended by this Agreement. All activities, services, and products completed under this Agreement must align with this general scope and purpose. The Recipient is expected to implement the project via a proposal and quarterly reporting, which require collaboration with and approval by DOT's Grant Management Specialist (GMS) and DOT's Grant Technical Advisor (GTA). Approved work products are incorporated by reference in this Agreement. The award must not be used in the implementation of any other matters not set forth in this Agreement, except as may be reasonably related or incidental to the implementation of the purpose and scope of this Agreement.

Definitions

This Agreement applies and incorporates the same meaning of terms, defined directly, or incorporated by reference, in the NOFO and at 2 CFR 200.1, unless otherwise specified within the applicable and additional authorities (above) or within these Provisions.

Order of Precedence

In the event of an inconsistency in the provision or execution of this Agreement, the following order of precedence applies: (a) applicable Federal laws and regulations, (b) these Provisions, and (c) work products approved by DOT.

Flow Down Requirement

The Recipient is legally and financially responsible for all aspects of the activities funded under this Agreement, including funds provided to contractors (including consultants) and subrecipients as referenced in 2 CFR 200.332. Further, as required by 2 CFR 200.327, in all applicable contracts, the Recipient must include and require compliance with the provisions at Appendix II of 2 CFR part 200.

Period of Performance

The Period of Performance (POP) for this Agreement is included on the award document signature page. Performance period extensions shall be made consistent with 2 CFR 200.308 and 2 CFR 200.309.

Contracting

Prior approval of all contracting services will be required in coordination with DOT's Grant Program Manager (GPM), along with final GPM approval. Procurements for and contracts with grantee-contracted advisors procured for this award must comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**;** also refer to contractor determinations in 2 CFR 200.331.

Budget

DOT's financial obligations to the Recipient will not exceed the amount of federal funding awarded to date, as reflected on the signature page of this agreement. DOT is not liable for any costs the Recipient incurs in anticipation of receiving additional funds from DOT or any costs the Recipient incurs in a manner inconsistent with the terms of this Agreement.

Budget Period

The budget period for the award is 36 months in length beginning on the start date of the performance period. The Recipient is authorized to expend funds awarded based on DOT-approved work products. Requested budget period extensions for both the award and the work product must be made consistent with 2 CFR 200.308.

Cost Sharing or Matching Funds

The maximum value of cooperative agreements is $2 million. Cooperative agreements of up to $1 million are offered at 100 percent federal share (no required non-federal match). Amounts in excess of $1 million are offered at 50 percent federal share (50 percent required non-federal match). For example, a cooperative agreement of $2 million in federal aid would be matched by $1 million of non-federal funds, supporting a $3 million effort.

Direct Assistance

If the Proposed Activities include direct assistance for an Asset Concession, the following conditions apply:

(1) the Asset Concession shall not prohibit, discourage, or make it more difficult for a Recipient to construct new infrastructure, to provide or expand transportation services, or to manage associated infrastructure in publicly beneficial ways, along a transportation corridor or in the proximity of a transportation facility that was a part of the Asset Concession;

(2) the Recipient shall have adopted binding rules to publish all major business terms of the proposed Asset Concession not later than the date that is 30 days before entering into the Asset Concession, to enable public review, including a certification of public interest based on the results of an assessment under subparagraph (4);

(3) the Asset Concession shall not result in displacement, job loss, or wage reduction for the existing workforce of the Recipient or other public entities;

(4) the Recipient or the concessionaire shall carry out a value-for-money analysis, or similar assessment, to compare the aggregate costs and benefits to the Recipient of the Asset Concession against alternative options to determine whether the Asset Concession generates additional public benefits and serves the public interest;

(5) the full amount of any Asset Concession payment received by the Recipient under the Asset Concession, less any amount paid for transaction costs relating to the Asset Concession, shall be used to pay infrastructure costs of the Recipient; and

(6) the terms of the Asset Concession shall not result in any increase in costs under the asset concession being shifted to taxpayers the annual household income of whom is less than $400,000 per year, including through taxes, user fees, tolls, or any other measure, for use of an approved infrastructure asset.

(7) Not later than three years after the date on which a Recipient enters into an Asset Concession as a result of a grant under this section—

i. the Recipient shall hire an independent auditor to evaluate the performance of the concessionaire based on the requirements described in subparagraphs (1) through (6); and

ii. the independent auditor shall submit to the Recipient, and make publicly available, a report describing the results of the audit under subparagraph (i).

Role of the Recipient

The Recipient must:

(1) Comply with the terms and conditions of this Agreement;
(2) Collaborate with DOT staff in implementation and monitoring of the project, including identifying specific metrics and deliverables within the first 90 days of Period of Performance;
(3) Comply with IFACGP deliverable table below:

Deliverable	Approximate Due Date	Section 508 Compliant?
Kick-off Meeting Conduct a kick-off meeting with USDOT at a mutually-agreed-upon location.	Within 4 weeks of Period of Performance Start Date	No
Reporting & Meeting Submit semi-annual Program performance reports using the Performance Progress (SF-PPR) and quarterly Federal Financial (SF-425) reports to document activities performed, anticipated activities, progress toward meeting performance goals and metrics, and any changes to schedule or anticipated issues. Quarterly meetings or as needed to discuss the report and project status will be coordinated and scheduled by the Grant Technical Advisor. For grants with asset scanning activities, provide asset information including, but not limited to, asset description, current use, potential zoning uses, objectives for the asset, any known environmental, technical, or financial issues, and market analysis to be shared by DOT with private entities for potential project analysis, business plan development, and contact information to share proposals with potential project sponsors.	Semi-Annual Program Performance Report in accordance with Fiscal Year schedule Quarterly Federal Financial Reports in accordance with Fiscal Year schedule Asset Information at completion of asset scan activities	Yes
Project Management Plan The Recipient shall submit to USDOT's GTA for approval a Project Management Plan, which shall include, at a minimum: a) A **Statement of Work**, with a description of **Tasks and Sub-Tasks** by which the project work activities will be organized, executed, and monitored; b) A **Project Schedule** (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones; c) **A Project Budget,** displaying planned expenditures for each Task, with a further breakdown by Cost Element for each Task, and by the federal share vs. non-federal share, if applicable. d) A description of major **Project Milestones**, including key Reports, start of operations of important systems or subsystems, and other important deliverables or events; e) A **Risk Management Plan,** which includes identification and assessment and of all known risks, assignment of risk roles and responsibilities, processes for monitoring and controlling risks, and a risk registry;	Within 45 days of Period of Performance Start Date	No
Annual Report Submit a report to the Build America Bureau that describes the findings and effectiveness of the program. The specific format and contents of this report shall be discussed during the kickoff meeting and approved by the Agreement Officer Representative (AOR).	On the anniversary date of Period of Performance start and annually thereafter	Yes

Role of DOT's Grant Program Director (GPD)

The GPD is the DOT official authorized to execute and/or administer this award. The GPD is identified as the DOT official on the award document. The GPD is responsible for approving awards and amendments that obligate or de-obligate funds, suspending and terminating awards, and performing other responsibilities that are set forth in this Agreement.

Role of DOT's Grant Program Manager (GPM)

The GPM is responsible for oversight of the Grant Management Team (GTA & GMS) activities to include but not limited to, all financial and administrative aspects of the award and all business management aspects of the award.

Role of DOT's Grant Technical Advisor (GTA)

The GTA will have overall responsibility for monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports with the Grant Management Specialist (GMS) and other appropriate DOT staff. The GTA will provide substantial input, in collaboration with both the Recipient and DOT subject matter experts, in the planning and implementation of work products approved by the Grant Team. The GTA will provide written recommendations to the Grant Team regarding work product approval and performance period extensions. Also, the GTA will participate in the acceptance and publication of work products and materials, to make them available to the public.

Role of DOT's Grant Management Specialist (GMS)

The GMS is responsible for all financial and administrative aspects of the award. The GMS will also assist the GTA in monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports. Further, the GMS will ensure that the award is operated in compliance with this Agreement. Questions concerning the applicability of regulations and policies to this Agreement, and all requests for required prior approvals, such as requests for permission to expend funds for certain items, should be directed to the GMS. Required approvals, including work product approvals, must be provided in writing to the Grant Team to include: GPD, GPM, GTA, & GMS. The GMS will be responsible for communicating the required approvals.

Degree of DOT Involvement

The DOT anticipates substantial Federal involvement with the Recipient during performance period of this project. The anticipated Federal involvement will include:

- Review of deliverables as defined by the proposal from the Recipient
- Reviewing draft project documents and plans for approval and comment
- Reviewing semi-annual performance reports and final reports from the Recipient
- Convening quarterly meetings with the recipient to review project activities, schedule, and progress toward the scope of work
- Identifying relevant federal technical assistance programs aligned with the IFACGP efforts to share with grantee as additional funding, finance, and technical assistance opportunities.
- Assigning federal agency staff to serve as liaisons with grantee.
- Reviewing and approving changes in key personnel or scope changes
- Oversight of ongoing compliance with applicable federal regulations
- Budget oversight, including reviewing and reimbursing monthly invoices for incurred costs and receiving notification when budgets are 50% and 90% expended.

Monitoring and Reporting Requirements

(1) **Requirements**. This Agreement incorporates the reporting requirements of 2 CFR 200.512 (Report submission), 2 CFR 200.328 (Financial reporting), 2 CFR 200.329 (Monitoring and reporting program performance), and 2 CFR 200.330 (Reporting on real property). Accordingly, the reporting frequencies are identified below. DOT may adjust these frequencies to respond to award management deficiencies or to implement requirements of the applicable authorities. Failure to comply with these reporting requirements is considered a material noncompliance.

Reporting Requirements for Recipients	Frequency
Project Management Reporting	
• Performance Report	SA
• Financial Report (SF-425)	Q
Closeout Reporting	
• Final Performance Report	F
• Final Property Report (SF-428 & SF-428B)	F
Other Reporting (where applicable)	
• Intellectual Property Report	A
• Invention Report	Y
• Equipment/Property Report (SF-428)	Y
• Annual Financial Statement Audit (not the same as a Single Audit)	RA
A – Within a week after the event F – Final; within 120 calendar days after the performance period or termination of this Agreement, whichever is first. Q – Quarterly; within the 30 days following the end of the Federal fiscal year quarters SA – Semi-Annually; within the 30 days following the end of two Federal fiscal year quarters Y – Yearly; within 90 calendar days after the end of the annual report period RA - Within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.	

(2) **Performance reporting**. The Recipient will include the requirements of the "Performance Goals and Measurements" provision, of this Agreement, in its work products and track for inclusion in its performance report for each work product.

(3) **Submission to DOT**. The Recipient must submit reports to both the GTA and GMS, in a manner directed by DOT and provided guidance in Attachment 1.

(4) **Restrictions**. Reports submitted in non-DOT systems must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Site Visits and Desk Review

DOT may perform site visits and desk reviews, as per 2 CFR 200.329(f), to monitor project progress and to ensure full accountability for Federal funds and compliance with this Agreement.

Unauthorized Promotion or Endorsement of Goods or Services

While receiving technical assistance, the Recipient or any of its personnel will not sell or promote its own or any other products or services. Neither the Recipient nor its personnel may imply that DOT endorses any product or service produced by non-DOT funding, nor use the name of DOT or any division of DOT to sell any product or service. For funding jointly administered by DOT and another Federal agency, the Recipient provides the same assurances to both agencies.

Work Products

(1) **Sharing Work Products**. The Recipient agrees to make available to the public the work products produced under this Agreement. Work products include studies, plans, market analyses, estimates, schedules, agreements, asset information, public outreach materials, performance reports, audits and any other documents produced while effectuating the purpose of this Agreement. Work products will be made publicly available in a manner and location determined by DOT.

(2) **Draft and Final Products**. The GTA and GMS may review and will accept or deny draft and final products. The Recipient must submit to the GTA and the GMS draft and final products developed under this Agreement. DOT will determine the manner in which products are submitted. Deliverables, quotations therefrom, paraphrasing, and disclosures of draft or interim findings must not be published by the Recipient or other participants in the work without DOT approval. In addition, except for open-source code, DOT reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work products, in whole or in part (including creating derivative works), for federal government purposes and to authorize others to do so, DOT's license applies to: (1) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement; and (2) any rights of copyright to which the Recipient or its personnel, including contractors, purchases ownership with award funds from this Agreement. In addition, DOT may make any work that was developed under this Agreement publicly available by any means without restriction, including on a DOT website, or social media account, as a hard copy, or in electronic form. DOT also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this cooperative agreement as DOT resources.

(3) **Acknowledgment of Support**. Products, including tools, publications, training materials, and online resources (material), developed under this Agreement, may include the DOT's logo, provided the GMS has approved the products and provides written permission to use the DOT logo. In addition, the Recipient must include the following acknowledgment and disclaimer on all products unless another version is authorized:

"This material is based upon work supported, in whole or in part, by Federal award number [insert award number] awarded to [name of Recipient] by the U.S. Department of Transportation."

The substance and findings of the work are dedicated to the public. Neither the United States Government nor any of its employees make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S.

Government, or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, DOT or any Federal agency.

News Releases

All press releases or public issuances regarding the underlying Project made during the performance period for this Agreement must be reviewed and approved by DOT before release.

Property Standards

The property standards at 2 CFR 200.310 through 200.316, as modified by 2 CFR 1201.313, apply to this Agreement and set forth the requirements for insurance coverage, real property, equipment, supplies, intangible property, and other property.

Intangible Property

(1) This Agreement incorporates the requirements of 2 CFR 200.315.

(2) DOT will not retain exclusive rights to technical data, software, and analytic code previously developed by the Recipient or its personnel and used in the performance of work supported by this award. Computer software and "open-source" code available to the public prior to the work of this award may remain in the public domain.

Computer Software

(1) Software, especially computer software used for online products, must be commercially available off-the-shelf.

(2) Requests for exceptions to computer software standards must be submitted in writing to DOT.

Record Retention and Access to Records Monitoring

This Agreement incorporates the requirements at:

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.

Restrictions on Public Access to Records and Privacy Act

This Agreement incorporates the requirements of 2 CFR 200.338. In the event of improper use or disclosure of protected personally identifiable information, the Recipient agrees to immediately report the incident to the GMS.

Performance Goals and Measurements

To implement 2 CFR 200.301, 2 CFR 200.329, and the applicable authorities, in collaboration with the responsible DOT parties to this Agreement, the Recipient must develop a specific performance plan based on DOT-provided performance measures. The Recipient's performance plan must track progress and report on the effectiveness of each deliverable. The Recipient must propose, track and report project accomplishments against the following performance measures:

Goal	Metric
Goal 1: Provide benefits to the community through transportation projects.	• Increase collaboration with the private sector during project planning
Goal 2: Increase grant recipient's capacity, knowledge, and skills to execute transportation projects.	• Hire staff and/or procure consultants to serve as advisors within six months of the project's performance period start date
Goal 3: Engage, educate, and listen to the community throughout the project planning process.	• Conduct at minimum one stakeholder outreach initiative • Create a best practices document based on learnings from the project
Goal 4: Advance the transformational project(s) closer to delivery.	• Complete all planned asset analyses for all existing assets • Provide an implementation plan or next steps for each asset at the conclusion of the project

SUBPART B. FINANCIAL PROVISIONS

Basic Considerations

This Agreement, including the work products, incorporates the basic cost principles of 2 CFR part 200:

- 200.402 Composition of costs.
- 200.403 Factors affecting allowability of costs.
- 200.404 Reasonable costs.
- 200.405 Allocable costs.
- 200.406 Applicable credits.
- 200.407 Prior written approval (prior approval).
- 200.408 Limitation on allowance of costs.
- 200.409 Special considerations.
- 200.410 Collection of unallowable costs.
- 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs.

Failure to provide adequate supporting documentation may result in a determination by DOT that those costs are unallowable.

Labor Rates

This Agreement incorporates the labor rate submitted in the recipient's cost estimate. These rates are used for the purposes of determining reasonableness of direct labor costs, in accordance with 2 CFR part 200, including 2 CFR 200.404. All direct labor costs charged to this award require DOT approval, unless otherwise authorized by the GMS.

Indirect Costs

(1) This Agreement incorporates the requirements of 2 CFR 200.414 and the NOFO.

(2) If indirect costs are included in the budget, the Recipient must include documentation to support the indirect cost rate it is using. The Recipient is only entitled to reimbursement of indirect costs. The Recipient may use a current Federally-approved and negotiated indirect cost rate agreement with DOT concurrence. If the Recipient does not have a negotiated indirect cost rate agreement, it must submit its first indirect cost rate proposal to its cognizant federal agency for review and approval. The Recipient may elect to use, if eligible, up to 15 percent de minimis rate per 2 CFR 200.414(f).

(3) If the Recipient is seeking reimbursement of indirect costs, the Recipient is responsible for maintaining an approved rate for the life of the award. The Recipient is required to reconcile the difference between its provisional indirect cost rate and final rate for the same year. The Recipient is not entitled to more than the unspent award amount, for underpayments.

Pre-Award Costs

The Recipient will incur pre-award costs at its own risk, after the date of the DOT selection announcement and prior to the start date of the award performance period.

The incurrence of pre-award costs in anticipation of an award imposes no obligation on DOT either to make the award or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

Program Income

Pursuant to 2 CFR 200.307(a), any program income earned during the award period, as a result of award activities, must be added to the funds committed to the award and used to further eligible activities supported by this Agreement. Program income earned after the award must be returned to the Federal government. Before using program income, any affected work product shall be revised and approved by DOT to include the use of program income.

Profit or Fee

No increment (fee or profit) above cost may be paid to the Recipient or subrecipient under this award, except as otherwise expressly provided by law. The term "subrecipient" does not include the Recipient's procurement of goods and services, such as maintenance contracts for equipment or facilities, contracts for communication services, etc.

Federal Payment

(1) **Payment Method**. Payment by reimbursement is the only payment method under this Agreement. This Agreement incorporates the payment requirements of 2 CFR 200.305. The Debt Collection Improvement Act of 1996 requires payment be made by electronic funds transfer. Electronic transfer shall be made from DOT's Delphi system to the Recipient's bank account on file with DOT. DOT will reimburse labor and direct costs incurred by the Recipient, including subcontractors. See attachment 3 for billing requirements.

(2) **Labor and Direct Costs**. DOT will reimburse labor and direct costs incurred by the Recipient, including subcontractors. Recipient should maintain a system for recording all project costs. Invoices may be transmitted to DOT monthly.

(3) **Reimbursement Limitation**. DOT financial obligations to the Recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the Recipient incurs costs in anticipation of receiving additional funds from DOT, it does so at its own risk.

(4) **Timing of Submittals**. Invoices should be transmitted to DOT monthly with a completed SF270, all corresponding invoices, and timesheets.

(5) **Payment approval**. Consistent with 2 CFR 200.305(b)(3), DOT will determine approval of payment requests submitted through Delphi as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper, or an extenuating circumstance requires additional DOT time to approve a payment request.

(6) **Unauthorized Drawdown of Federal Funds**. The Recipient must immediately refund DOT any amounts drawn down in excess of the authorized amounts. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOT interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable. The GPD, in collaboration with the Technical Assistance Division, will determine the appropriate refund method.

Financial Management and Internal Controls

This Agreement incorporates the financial management systems requirements in 2 CFR 200.302, and internal controls set forth in 2 CFR 200.303.

Audit

(1) **Single or Program-Specific Audits**. This Agreement incorporates the audit requirements of 2 CFR 200.501, 2 CFR 200.514 and 2 CFR 200.507.

DOT may require the Recipient to complete a Program-Specific Audit in accordance with 2 CFR 200.507. Audits must be guided by Appendix XI of 2 CFR part 200.

(2) **Financial Statement Audit Required**. DOT may require the Recipient to have an annual financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

(3) Audits must be submitted in a manner either described at 2 CFR 200 Subpart F or reference in this Agreement, within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. This requirement applies to all Recipients, including commercial and not-for-profit organizations.

(4) Failure to comply with these audit requirements is considered material noncompliance.

(5) DOT will reimburse the Recipient for eligible costs associated with audits allowed by this Agreement as indicated within the Recipient's award budget.

Transportation and Travel

This Agreement incorporates the requirements of 2 CFR 200.475. All travel activities require prior approval from the GMS, as per 2 CFR 200.407.

SUBPART C. MISCELLANEOUS PROVISIONS

Federal Law and Public Policy Requirements

(1) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(2) The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will certify that it will comply with the assurances listed in Attachment 4 of this agreement. The Recipient must sign each of the assurances located in Attachment 4. The assurances attached cover the following:

- Certification regarding debarment, suspension, and other responsibility matters
- Requirements regarding delinquent tax liability or a felony conviction under any federal law
- Recipient policy to ban text messaging while driving - DOT Order 3902.10
- Certification regarding drug-free work-place requirements
- Compliance with the Trafficking Victims Protection Act (TVPA) of 2000 and implementing regulations in 2 CFR 175
- Lobbying and 49 CFR 20

Prior Written Approvals

The Agreement incorporates and applies the prior approval requirements of 2 CFR 200.407 to the entire project, including changes to the award and the associated work product. The Recipient must comply with 2 CFR 200.407 before incurring certain costs under the award, including costs incurred pursuant to a work plan.

Key Personnel

Definition. "Personnel" means employees of the Recipient, or any contractor(s), or team members, and consultants engaged by any of those entities.

The key personnel specified in the Recipient's application are considered essential to the work being performed under this Agreement. Any change to the key personnel assigned to a work product or included in the Recipient's application is considered a revision of program plans and requires compliance with 2 CFR 200.407 and advance written notice to and approval by the GPM. The notice must include a revised application along with a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the award or work product.

Procurement

The Recipient's process for acquiring goods and services under this award must comply with 2 CFR 200.317 through 200.327, as modified by 2 CFR 1201.317. Agreements executed by the Recipient must comply with this Agreement, as applicable, and include the contract provisions set forth in Appendix II to 2 CFR part 200, as applicable to the contract. The recipient will need to submit specific procurement

documents for review prior to the entering into agreements with contractors and consultants. The documents include but are not limited to solicitations, specifications, contract agreements and any other document requested by DOT.

Subawards

The use of sub-awards is subject to the specific written, prior approval of DOT. Any subaward made by a Recipient must comply with the requirements in 2 CFR 200.331- 200.333. When making subawards, the Recipient must comply with the reporting requirements of 2 CFR 170. This requirement provides guidelines for reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006.

In-Person Conferences, Trainings, and Other Events

This Agreement incorporates the requirements of 2 CFR 200.432, including the regulations referenced in the same section, and the related DOT standards.

System of Award Management and Unique Entity Identifier Requirements

This Agreement incorporates the requirements of 2 CFR part 25, including Appendix A to part 25, which includes the requirement for the Recipient to maintain an active registration in the System of Award Management (www.sam.gov). An active SAM registration with the unique entity identifier **(**UEI**)** is required until the Recipient submits its final financial report or receives the final payment under this Agreement, whichever is later. The Recipient may not make a subaward to any entity that has not provided its unique entity identifier number.

Remedies for Noncompliance

This Agreement incorporates the remedies for noncompliance included at:

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings and appeals.
- 200.343 Effects of suspension and termination.

Objections, Hearings and Appeals

The Recipient may object to any remedy for noncompliance as outlined in 2 CFR 200.342, the Recipient may submit written objections or appeals to DOT via email, within 60 days of an initial DOT decision. A decision from the GPD or the appropriate DOT senior executive official shall be the final decision of DOT.

Suspension of Agreement

DOT may suspend this Cooperative Agreement by giving written notice of this suspension to the **City of New Orleans**, instructing the Recipient not to incur additional obligations, or disburse funds, pending the Recipient's action to correct violations of the terms and conditions of this Cooperative Agreement.

Failure by **City of New Orleans** to take the corrective actions specified in the Notice of Suspension within thirty (30) days of receipt of said notice may result in termination of this Cooperative Agreement.

Termination of Agreement

Consistent with 2 CFR 200.340, DOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1)(a) The Recipient fails to obtain or provide any Recipient matching funds as required by the agreement;

(b) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(c) The Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Recipient;

(d) Circumstances cause changes to the Project that DOT determines are inconsistent with DOT's basis for selecting the Project to receive an award; or

(e) DOT determines that termination of this agreement is in the public interest.

(2) In terminating this agreement under this section, DOT may elect to consider only the interests of DOT.

(3) The Recipient may request that DOT terminate the agreement under this section.

Termination/Expiration of Agreement Procedures

DOT may provide additional time and/or resources to closeout upon expiration or termination of this Cooperative Agreement. The Recipient must provide DOT a written report detailing all open business within five (5) days of expiration or termination of this Cooperative Agreement.

Non-Discrimination

The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d) and implementing regulations (49 CFR part 21, including any amendments thereto), related nondiscrimination statutes (i.e., 23 U.S.C. 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance.

The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 CFR 21.7 and 27.9) are incorporated in the agreement and are in located in Attachment 5. The assurances in Attachment 4 must be executed and signed by the Recipient with a separate signature in addition to the Recipient's signature for this agreement.

Closeout

This Agreement incorporates the requirements of 2 CFR 200.344. DOT will initiate the administrative closeout of the cooperative agreement after receiving evidence that all technical work and administrative requirements have been completed. The Recipient shall furnish all required documents in support of the closeout of the cooperative agreement within the timeframes requested by the Government. The anticipated timeframe to complete administrative closeout of the cooperative agreement will not exceed six (6) months.

After-the-Award Requirements

This Agreement incorporates the requirements of 2 CFR 200.345 and 2 CFR 200.346 for post-closeout adjustments and the collection of amounts due.

ENTIRE AGREEMENT

This document embodies the entire Agreement between the **City of New Orleans** and the DOT. This Cooperative Agreement may be amended, altered, or any of its provisions waived only in writing and signed by both parties. **The agreement will become effective when all parties have signed. The effective date of this agreement will be the date this agreement is signed by the last party.**

PARTIES EXECUTING THIS COOPERATIVE AGREEMENT

Federal Award and Obligation Amount: $2,000,000.00
Non-Federal Match Amount: $1,000.000.00
Period of Performance: September 29, 2025 – September 28, 2028

This Cooperative Agreement is entered on this day _____ of _____by the United States Department of Transportation, Build America Bureau, District of Columbia.

By: _____
Morteza Farajian, Executive Director
Build America Bureau
U.S. Department of Transportation

This Cooperative Agreement is entered by the **City of New Orleans.**

By: _____ Date: _____
(Signature) (month/day/year)

LATOYA CANTRELL
(Print Name)

Title: MAYOR, CITY OF NEW ORLEANS

ATTACHMENT 1. U.S DEPARTMENT OF TRANSPORTATION CONTACT INFORMATION

All responses to provisions of this Agreement, which require communication with DOT, should be sent using the contact information below.

E-mail: InnovativeFinanceTA@dot.gov

For regular and overnight delivery:

Innovative Finance and Asset Concession Grant Program
Build America Bureau
Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

ATTACHMENT 2. RECORD RETENTION

Financial Records Financial Status Reports
Final Financial Status Report
Requests for Reimbursements
Copies of Audits (federal and private)
Copies of Audit Responses
Copies of all tax reports filled with the IRS, state, and local governments

Deposits and Receipts
Monthly Bank Statements and Reconciliations
Written Procedures for Spending Funds
All Contracts:
- Contracts with Other Groups
- Consultant Contracts
- Insurance Policies
- Service/Maintenance Contracts
- Sole Source Contract Justifications
- Construction Contracts
- Bid Documents
- Performance Bonds
- Indirect Cost Documentation

Chart of Accounts
Ledgers
Cash Disbursement Journals
Payroll Register for Each Employee
Supporting Documentation for All Expenditures:
- Purchase Orders
- Vouchers
- Receipts
- Petty Cash Vouchers
- Deposit Receipt for Petty Cash Reconciliation
- Travel Reimbursement (with receipts where applicable)
- Time and Attendance Records
- Price Quotations

Equipment Inventory Listing

Nonprofit Parent or Sponsoring Organization Records
Articles of Incorporation
- Corporate Charter with a Nonprofit Status
- Constitution and By-laws
- Federal Charitable Organization Designation (501(c)(3))
- FICA Waiver of Exemption
- List of Board Members
- Monthly/Quarter/Annual Reports (whichever is applicable)
- Minutes of Board Meetings
- All Pertinent Correspondence Related to Work Under Award
- Copy of Written Personnel Policies

Project Records
Approved Work Products
Approved Budget Narratives
Grant Award Notice
Special Conditions
Program Modification Requests
Budget Modification Requests
Award Adjustment Notices
Copies of Required Quarterly Reports (Narrative and Financial)
Copy of Close-out Documents (Narrative and Financial)
Pertinent Correspondence Related to This Award (incoming and outgoing)
Lists of Work Force/Advisory/Community Organization Meetings Related to the Performance of Work under the Award
Evaluations Conducted as Required by the Award
Letters of Appreciation
Personnel Folders:
    Resumes
Letters of Employment
    Documentation of Pay Raises
Nondisclosure Agreement(s)

ATTACHMENT 3. BILLING REQUIREMENTS

Not more than ninety (90) days following service delivery related to each DOT-approved work products, the Recipient of this Agreement is required to submit payment requests for allowable costs incurred. Payment requested must be submitted to DOT at a frequency that is not less than once every Federal fiscal year quarter. Payment requests that are not submitted timely must include a justification for the delayed submission. Payment requests for actual costs incurred must comply with the allowable cost standards of this Agreement.

All payment requests from the Recipient must be submitted to DOT and approved by DOT using the Delphi eInvoicing system.

(1) Documentation submitted with payment requests. The following documentation must accompany any requests for payment of eligible technical assistance services provided:

(a) The voucher number, cooperative agreement award number, funding source, and work product plan number or name. A single voucher must include costs for work product under the same award; a voucher must not include work product associated with different awards.

(b) Total amount of the payment request for the voucher, the bill period, and amount by work product.

(c) The following certification statement: "I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the cooperative agreement conditions and applicable Regulations. I also certify that all contractors and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit."

(d) Program-specific documentation of actual costs, including reports from the Recipient's financial management system, which must be supported by the documents in the Recipient's program files. Unless exempted by 2 CFR, the Recipient must generate reports from its financial management system supporting and documenting salaries, wages, travel, and all other payments for each employee, contractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting payment requests must include:

i. The cooperative agreement award number, funding source, and work product number or name.
ii. Dates of the activities/actual costs by work product.
iii. The name and position/title of each employee, contractor personnel, and consultant by work product; dates with applicable hours worked; the compensation rate attributable to the employee, contractor personnel and consultant; and travel costs by each employee, contractor personnel, and consultant. **Do not** include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
iv. Actual activity, not estimates of activity, of each employee, contractor personnel and consultant.
v. The federally-approved indirect cost rate used, and the total indirect costs.
vi. If applicable, the approved G&A rate used, and the total G&A rate costs.
vii. A cumulative amount of funds expended by work product and by the award.
viii. A cover page with the voucher number, cooperative agreement award number, funding source, current and historic cumulative totals by work product number and by award.

(2) File documentation. In addition to the applicable record retention items included in Attachment 2 or elsewhere in this Agreement, the Recipient must maintain, at a minimum, the following documentation in its files and the documentation must be available for DOT review during an on-site monitoring visit, for submission when the Grants Team or GPD request particular documentation for remote monitoring purposes, and for submission when the GTA, GMS or GPD request particular documentation to assess payment requests from the Recipient:

(a) Documentation to support salary costs, such as timesheets signed by the responsible supervisory official having knowledge of the activities performed by the employee and by the employee, or an electronic equivalent. In signing, the supervisor and employee would be verifying that the technical assistance activities were performed and that the report is true and accurate.

(b) For direct costs, invoices/receipts to support the charge for the costs and a certification for these costs. Documentation or an electronic equivalent signed by the employee who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(c) Copies of invoices submitted by the contractor/consultant along with the contract. The invoices should include the dates of services, the hours worked attributable to the services, the rate of compensation, the nature of the services provided, an itemized list of other costs, if any, the office for which the services were performed, and the total billed amount.

(d) For contractor costs, a certification signed by the contractor who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(e) Employees' and contractors' work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.

- Delphi elnvoicing System for DOT Financial Assistance Awardees: Subject to the requirements in 2 CFR 200, payments will be made after receipt of required modal reporting forms. Each payment request must be made electronically via the Delphi elnvoicing System.

The following are the procedures for accessing and utilizing the Delphi elnvoicing System:

I. Recipient Requirements

a. Recipients (organization participating in Cooperative Agreement) must have internet access to register and submit payment requests through the Delphi invoicing system.

b. Recipients must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.

c. Recipients must submit at a minimum the required forms (SF270) and supporting documentation (receipts, itineraries, travel documentation, and event agendas) and obtain approval by the GMS prior to uploading invoices into the Delphi system for payment.

d. All invoices must be uploaded into the Delphi system electronically by the 10th of each month if the Recipient would like to be reimbursed within the same month.

e. All eligible expenses must be submitted to DOT within 60-days of being incurred to receive reimbursement, unless otherwise authorized by DOT. Failure to submit eligible expenses for reimbursement within 60-days may result in the disapproval of the expense reimbursement request.

f. All invoices that have been submitted, approved, and paid will not be adjusted or recalculated by DOT staff to reimburse for miscalculated rates provided by the **City of New Orleans**.

g. It is the responsibility of the Recipient to provide, calculate and invoice correctly for all internal staff salaries. Changes or adjustments will not be made once final invoices have been submitted by the recipient and paid by DOT.

h. The Recipient shall follow the invoice/payment process for the close out of the cooperative agreement with DOT.

i. The Recipient shall not submit request for payment for any costs accrued outside the agreement timeframe of Period of Performance.

II. System User Requirements

a. DOT will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then invite the Recipient to sign up for the system.

b. DOT will send the Recipient a form to verify the Recipient's identity. The Recipient must complete the form and present it to a Notary Public for verification.

c. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

III. The DOT will validate the form and email a user ID and password to the Recipient. Recipients should contact the Operating Administration's grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (http: www.dot.gov/cfo/delphi-einvoicing-system.html)

ATTACHMENT 4. U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES

Attachment 4.1

CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring DOT approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing this ASSURANCE, the Recipient agrees to comply with 2 CFR Parts 180 and 1200 and the requirements listed above.

LATOYA CANTRELL
MAYOR CITY OF NEW ORLEANS
(Name of Recipient)

By_____
(Signature of Authorized Official)

DATED _____

Attachment 4.2
REQUIREMENTS REGARDING
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION
UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;
(2) require the certifications in section 3;
(3) include the prohibition in section 4; and
(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

By signing this ASSURANCE, the Recipient also agrees to comply with USDOT Order 4200.6 and the requirements listed above.

LATOYA CANTRELL
MAYOR CITY OF NEW ORLEANS
(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

Attachment 4.3

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of Attachment 4.3, "Motor Vehicles" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of Attachment 4.3, "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 4.3, "Text messaging" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 4.3, the "Government" includes the United States Government and State, local, and tribal governments at all levels.

(b) Workplace Safety. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the

business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subawards and Contracts. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.

LATOYA CANTRELL
MAYOR CITY OF NEW ORLEANS
(Name of Recipient)

By_____
(Signature of Authorized Official)

DATED _____

Attachment 4.4

CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

The Recipient named in this agreement certifies that it will establish and continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about--

1. The dangers of drug abuse in the workplace;
2. The Recipient 's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will--

1. Abide by the terms of the statement; and,
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Federal agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction, Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

1. The Recipient 's headquarters is located at the following address. The addresses of all workplaces maintained by the Recipient are provided on an accompanying list.

_____ _____

(Signature of Authorized Official) (Date)

Attachment 4.5
TRAFFICKING IN PERSONS

2 CFR PART 175

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. “Recipient” and “subrecipient” include for-profit entities for the purpose of Attachment 4.5 only.

By signing this ASSURANCE, the Recipient certifies that it has read and understands the provisions listed above.

_____

(Signature of Authorized Official) (Date)

Attachment 4.6
LOBBYING

If the Recipient will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the Recipient's lobbying activities. This certification is required by 49 CFR 20.110 and app. A to that part.

This certification does not apply to a Recipient that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Authorized Official _____ DATED _____

ATTACHMENT 5. NON-DISCRIMINATION ASSURANCES

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting an application and by entering into this agreement under the FY 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Build America Bureau, it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*), including any amendments thereto;
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Build America Bureau.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FYs 2022, 2023, and 2024

Innovative Finance and Asset Concession Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 49 CFR 21.23(b) and (e) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program.

LATOYA CANTRELL
MAYOR CITY OF NEW ORLEANS
(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Build America Bureau), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the OST may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), Section 71001 of Division G of the BIL (Asset Concessions), the Regulations for the Administration of FY 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program**,** and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Access to Services for Persons with Limited English Proficiency (LEP). The Recipient agrees to provide meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., its implementing regulation at 28 CFR 42.405(d), and applicable guidance issued by the Department of Justice;Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
- Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship, which prohibits taxpayer resources from abridging freedom of speech.
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing, which requires, to the maximum extent permissible by law, the termination of all diversity, equity, inclusion, and accessibility (DEIA) performance requirements for recipients.

- Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, which prohibits the use of Federal funds to promote gender ideology.
- Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, which requires
    - pursuant to Section (3)(b)(iv)(A), the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

pursuant to Section (3)(b)(iv)(B), by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

IN WITNESS WHEREOF, the City of New Orleans (Recipient) and the New Orleans Aviation Board execute this cooperative endeavor agreement regarding Innovative Finance and Asset Concession Grant Program Grant CEA titled *"Cooperative Endeavor Agreement implementing grant under the Department of Transportation, Build America Bureau's Innovative Finance and Asset Concession Grant Program ("IFACGP)} titled 'Light Rail Terminal Connection Project.'"*

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEW ORLEANS AVIATION BOARD

By: _____
Hon. Michael G. Bagneris, Chairman Date
New Orleans Aviation Board

By: _____
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: _____
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs,
New Orleans Aviation Board

Name: Diane Buckley Ext.: 303-7600

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO THE COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Ordinance approving the CEA regarding the Department of Transportation, Build America Bureau's Innovative Finance and Asset Concession Grant Program ("IFACGP") or ("the Program') CEA titled *"Light Rail Terminal Connection Project."*

1. _____
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. Elizabeth Brusseau
Executive Assistant for Intergovernmental Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

COUNCILMEMBERS PRESENT: _____ ABSENT: _____

AMENDMENTS: FINAL ADOPTION:

MOVED:
Z, u:
YEAS:
NAYS:
ABSENT:
RECUSED:

6. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3(R)

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: The New Orleans Aviation Board

Name of Contact Person: Diane Buckley

Telephone Number: 504-303-7600

Email Address: dianeb@flymsy.com

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The Louis Armstrong New Orleans International Airport (the "Airport") applied for and was granted funding under the Department of Transportation, Build America Bureau's Innovative Finance and Asset Concession Grant Program. The Federal Award and Obligation Amount is $2,000,000.00 with a Non-Federal Match Amount of $1,000,000.00. The NOAB will use these grant funds in connection with the Light Rail Terminal Connection Project with the Period of Performance running Sept 29, 2025 - Sept 28, 2028.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The parties involved:

The New Orleans Aviation Board ("NOAB") and the Department of Transportation, Build America Bureau

The obligations, expectations, and deliverables of the parties involved:

The Department of Transportation, Build America Bureau shall make available to the NOAB grant funds in connection with the light rail terminal connection project. The NOAB is responsible for complying with the regulations and for implementing the Program in a manner satisfactory to the DOT Build America Bureau and consistent with any applicable guidelines and standards that may be required as a condition of the DOT providing the funds.

Any fiscal implications for the City with the contract:

None.

The public purpose and need for the contract:

The planning and study of Light Rail Terminal Connectivity.

The duration of the contract:

This Agreement shall begin on Sept 29, 2025 and shall end on Sept 28, 2028.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

_____

_____

_____

The general content/requirements of the existing Code provision:

_____

_____

_____

How the proposed ordinance will alter the existing Code provision(s):

_____

_____

_____

Why these changes are needed:

_____

_____

_____

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,204

NO._____MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS KING AND MORENO

AN ORDINANCE to amend Section 10-101 of the City Code to clarify which addresses must be provided in an application for a permit under Chapter 10; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Section 10-101 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"**Sec. 10-101. – Form and content.**

All applications for permits to engage in any business or operation regulated by this chapter shall be in writing and sworn to before a notary public or any other officer authorized by law to administer oaths. Applications shall contain the full name of the applicant, with his or her correct home address, the correct address for the premises to be permitted, and a mailing address, if different, as well as an e-mail address where the applicant will receive notices provided by this chapter, and shall contain sworn statements showing that the applicant is a natural person, and that he or she, and his or her spouse, if any, possess the below qualifications. The Department of Safety and Permits and New Orleans Police Department shall be charged with the duty of making investigations to ensure that all of the required qualifications provided herein and elsewhere in this chapter are satisfied before permit issuance, and continue to exist during the duration of the permit, along with any renewals relative thereto. Such requirements are as follows:

(1) That the applicant is over 18 years of age.

(2) If requested by the department of safety and permits, the applicant must give concise and correct previous home addresses in which the applicant has lived for a period of the past five years prior to making application for a permit. The department of safety and permits may also request that if such applicant has engaged in the sale of alcoholic beverages within five years of the date of the application, then the applicant shall also give a correct and concise address of previous businesses so conducted within the past five years, together with the name under which the business was conducted.

(3) That the applicant has not been convicted of a felony under the laws of the United States, this state, or of any other state or sovereignty (a) during the previous five years or (b) during the minimum period necessary to comply within La. R.S. 26:80 and 26:280, whichever is less. Any convictions for charges expunged or pardoned shall not be considered.

(4) That the applicant has been a citizen or resident alien of the United States continuously for a period of not less than two years preceding the date of the filing of such application. However, the requirements as to United States citizenship and residency do not apply to wholesalers or retailers who held permits on or prior to January 1950.

(5) That the applicant has designated an agent located in this city to receive service of process and submits to personal jurisdiction within Orleans Parish. An applicant who is a resident of Orleans Parish may designate him or herself as such agent.

(6) That the applicant is the owner of the premises wherein the business or operation is to be conducted or has a bona fide written lease for the same. A true copy of such lease or rental agreement shall be filed with the application.

(7) That the applicant is not the spouse of a person who is ineligible for a permit, unless legally separated. However, the age, residency and citizenship of an applicant's spouse shall in no event be a ground for denial of a permit. Additionally, a permit may be granted or renewed,

even though the applicant's spouse has been convicted of a felony, if the applicant had state and local permits prior to the felony conviction, and if the applicant either:

a. Has a regime of separation of property, pursuant to La. Civil Code Article 2370, and is the owner of the premises or has bona fide written lease therefor, or;

b. Owns the permitted premises as the applicant's separate property, pursuant to La. Civil Article 2341.

(8) That the applicant has not had a license or permit to sell or deal in alcoholic beverages issued by the United States, this state, this city or by any other state, sovereignty, parish or county revoked within a one year period prior to the application for nonpayment of proper license taxes or other taxes in connection with such business; and that the applicant has not had a license or permit to sell or deal in beverage alcohol, issued by the aforementioned governmental jurisdictions authorized to issue permits or licenses, revoked for any other reason other than the nonpayment of taxes within two years prior to the application.

(9) That if any applicant is a partnership or anyone in partnership with or financed by another, all members of the partnership and/or all the persons in any way financially interested in the business must also be qualified to obtain a permit. The application shall state the full names of all partners and persons financially interested and furnish their proper addresses, and each must furnish his sworn affidavit showing his qualifications as required of an applicant.

(10) That a current federal wagering stamp has not been issued to any applicant; or, if the applicant is a corporation, that a current federal wagering stamp has not been issued to it or to any of its managers, officers, directors, stockholders or employees, or, if the applicant is a partnership, that there has not been issued to it or to any of its managers, employers, officers or partners, including partners in commendam, a current federal wagering stamp.

(11) A copy of the application shall be served on the owner of the premises where the applicant intends to operate and do business. Such service shall be made at the last known address of

such owner or on his agent, and proof of such service shall be furnished by the applicant to the city.

(12) A retail dealer shall provide its monthly revenue from the sale of food and non-alcoholic beverages, and its alcoholic beverage sales, for the calendar year preceding the submission of a renewal application. The required record of sales figures shall be submitted on a form supplied and approved by the department of finance.

(13) There are no outstanding property or sales taxes owed at the ABO location. If the applicant is a lessee and the denial of a permit is based upon delinquent property taxes, the alcoholic beverage control board may waive this requirement if it finds the lessee is acting in good faith and a waiver will avoid undue hardship to the lessee. This exception shall not apply if the property owner and the applicant are under common ownership or control."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS_____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

1958

ENGROSSED VERSION:

Sec. 10-101. – Form and content.

All applications for permits to engage in any business or operation regulated by this chapter shall be in writing and sworn to before a notary public or any other officer authorized by law to administer oaths. ~~It~~ **Applications** shall contain the full name of the applicant, with his **or her** correct home address, ~~an accurate description and~~ **the** correct address **for the premises to be permitted, and a mailing address,** ~~which shall be considered the proper address for all notices to applicants or permittees required by this chapter,~~ **if different, as well as an e-mail address where the applicant will receive notices provided by this chapter,** and shall contain sworn statements showing that the applicant is a natural person, and that he or she, and his or her spouse, if any, possess the below qualifications. The Department of Safety and Permits and New Orleans Police Department shall be charged with the duty of making investigations to ensure that all of the required qualifications provided herein and elsewhere in this chapter are satisfied before permit issuance, and continue to exist during the duration of the permit, along with any renewals relative thereto. Such requirements are as follows:

(1) That the applicant is over 18 years of age.

(2) If requested by the department of safety and permits, the applicant must give concise and correct previous home addresses in which the applicant has lived for a period of the past five years prior to making application for a permit. The department of safety and permits may also request that if such applicant has engaged in the sale of alcoholic beverages within five years of the date of the application, then the applicant shall also give a correct and concise address of previous businesses so conducted within the past five years, together with the name under which the business was conducted.

(3) That the applicant has not been convicted of a felony under the laws of the United States, this state, or of any other state or sovereignty (a) during the previous five years or (b) during the minimum period necessary to comply within La. R.S. 26:80 and 26:280, whichever is less. Any convictions for charges expunged or pardoned shall not be considered.

(4) That the applicant has been a citizen or resident alien of the United States continuously for a period of not less than two years preceding the date of the filing of such application. However, the requirements as to United States citizenship and residency do not apply to wholesalers or retailers who held permits on or prior to January 1950.

(5) That the applicant has designated an agent located in this city to receive service of process and submits to personal jurisdiction within Orleans Parish. An applicant who is a resident of Orleans Parish may designate him or herself as such agent.

(6) That the applicant is the owner of the premises wherein the business or operation is to be conducted or has a bona fide written lease for the same. A true copy of such lease or rental agreement shall be filed with the application.

(7) That the applicant is not the spouse of a person who is ineligible for a permit, unless legally separated. However, the age, residency and citizenship of an applicant's spouse shall in no event be a ground for denial of a permit. Additionally, a permit may be granted or renewed, even though the applicant's spouse has been convicted of a felony, if the applicant had state and local permits prior to the felony conviction, and if the applicant either:

a. Has a regime of separation of property, pursuant to La. Civil Code Article 2370, and is the owner of the premises or has bona fide written lease therefor, or;

b. Owns the permitted premises as the applicant's separate property, pursuant to La. Civil Article 2341.

(8) That the applicant has not had a license or permit to sell or deal in alcoholic beverages issued by the United States, this state, this city or by any other state, sovereignty, parish or county revoked within a one year period prior to the application for nonpayment of proper license taxes or other taxes in connection with such business; and that the applicant has not had a license or permit to sell or deal in beverage alcohol, issued by the aforementioned governmental jurisdictions authorized to issue permits or licenses, revoked for any other reason other than the nonpayment of taxes within two years prior to the application.

(9) That if any applicant is a partnership or anyone in partnership with or financed by another, all members of the partnership and/or all the persons in any way financially interested in the business must also be qualified to obtain a permit. The application shall state the full names of all partners and persons financially interested and furnish their proper addresses, and each must furnish his sworn affidavit showing his qualifications as required of an applicant.

(10) That a current federal wagering stamp has not been issued to any applicant; or, if the applicant is a corporation, that a current federal wagering stamp has not been issued to it or to any of its managers, officers, directors, stockholders or employees, or, if the applicant

is a partnership, that there has not been issued to it or to any of its managers, employers, officers or partners, including partners in commendam, a current federal wagering stamp.

(11) A copy of the application shall be served on the owner of the premises where the applicant intends to operate and do business. Such service shall be made at the last known address of such owner or on his agent, and proof of such service shall be furnished by the applicant to the city.

(12) A retail dealer shall provide its monthly revenue from the sale of food and non-alcoholic beverages, and its alcoholic beverage sales, for the calendar year preceding the submission of a renewal application. The required record of sales figures shall be submitted on a form supplied and approved by the department of finance.

(13) There are no outstanding property or sales taxes owed at the ABO location. If the applicant is a lessee and the denial of a permit is based upon delinquent property taxes, the alcoholic beverage control board may waive this requirement if it finds the lessee is acting in good faith and a waiver will avoid undue hardship to the lessee. This exception shall not apply if the property owner and the applicant are under common ownership or control."

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,205

NO._____MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS KING AND MORENO

AN ORDINANCE to amend Section 10-125 of the City Code to require that certain information appear on an alcoholic beverage outlet permit; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Section 10-125 of the Code of the City of New Orleans, Louisiana is amended to read as follows:

"**Sec. 10-125. – Permits to be displayed.**

(a) All permits issued under the provisions of this chapter shall be displayed in a conspicuous place at all times on the premises. If the establishment's ability to sell alcoholic beverages is granted by ordinance from the city council, the operating provisos relative to that use shall also be displayed. Failure to display the aforementioned shall constitute a violation of this chapter.

(b) All permits issued under the provisions of this chapter shall include the following information:

(1) The name of the permit holder;

(2) The location of the permitted business;

(3) The account number and permit number of the permitted business;

(4) The type of permit: low alcoholic content, high alcoholic content, or both;

(5) Whether the permit is for alcoholic beverage consumption on premise or off-premise;

(6) The issuance date of the permit;

(7) The expiration date of the permit;

(8) The date the permit renewal application is due;

(9) A statement that the permit must be displayed in a conspicuous location; and

(10) A statement that the permit is not transferable, assignable, or heritable and is only for the business and address listed thereon."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ENGROSSED VERSION:

Sec. 10-125. – Permits to be displayed.

(a) All permits issued under the provisions of this chapter shall be displayed in a conspicuous place at all times on the premises. If the establishment's ability to sell alcoholic beverages is granted by ordinance from the city council, the operating provisos relative to that use shall also be displayed. Failure to display the aforementioned shall constitute a violation of this chapter.

(b) All permits issued under the provisions of this chapter shall include the following information:

(1) The name of the permit holder;

(2) The location of the permitted business;

(3) The account number and permit number of the permitted business;

(4) The type of permit: low alcoholic content, high alcoholic content, or both;

(5) Whether the permit is for alcoholic beverage consumption on premise or off-premise;

(6) The issuance date of the permit;

(7) The expiration date of the permit;

(8) The date the permit renewal application is due;

(9) A statement that the permit must be displayed in a conspicuous location; and

(10) A statement that the permit is not transferable, assignable, or heritable and is only for the business and address listed thereon."

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,206

NO._____MAYOR COUNCIL SERIES

BY: COUNCILMEMBERS KING AND MORENO

AN ORDINANCE to ordain Section 10-133 of the City Code to require that the Department of Safety and Permits notify alcoholic beverage outlet permittees annually of the required permit renewal deadlines; and otherwise to provide with respect thereto.

WHEREAS, restaurants frequently depend on the sale of alcoholic beverages to generate revenue and support business operations; and

WHEREAS, the City recognizes the complexity of the alcoholic beverage outlet licensure and renewal processes; and

WHEREAS, the City desires to support restaurants in the renewal process by providing timely notices and reminders of their obligations under the code; **NOW THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Code of the City of New Orleans, Louisiana is amended to add Section 10-133 which shall read as follows:

"**Sec. 10-133. – Notice to permittees during the renewal process.**

(a) The department of safety and permits shall notify the alcoholic beverage outlet permittee who is eligible for renewal of all relevant renewal dates, including the expiration date of the permit, the deadline to apply for renewal, and the penalties for failure to renew timely.

(b) The department shall send the notice no later than February 1 of each year by U.S. Mail to the address identified in the permit application or most recent renewal application and the address of the permitted alcoholic beverage outlet, if different; and e-mail to the e-mail address identified by the permittee.

(c) Failure by the department to provide notice in accordance with this section shall not relieve the permittee of any obligation under this chapter except for the delinquency penalties set forth in Sec. 10-123. Such failure shall be considered by the alcoholic beverage control board in assessing late fees, fines, and other penalties."

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,207

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING

AN ORDINANCE directing the department of public works to conduct a traffic study to evaluate the feasibility and impact of converting vehicular traffic to one-way southbound from the 1400 block to the 1100 block of Port Street; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That, in accordance with Home Rule Charter sec. 4-901(4), the department of public works shall prepare a study to evaluate the feasibility and impact of converting vehicular traffic to one-way southbound from the 1400 block to the 1100 block of Port Street; and that the department shall provide the Council with a report on the study within 90 days of the effective date of this ordinance.

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Clerk of Council shall forward copies of this ordinance upon becoming law to Rick Hathaway, Director, Department of Public Works and Nguyen Phan, Interim Chief, Traffic Division, Department of Public Works.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____
ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 7, 2025

CALENDAR NO. 35,208

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING

AN ORDINANCE directing the department of public works to conduct a traffic study to evaluate the feasibility and impact of converting vehicular traffic to one-way eastbound from the 1600 block to the 1700 block of Erie Street; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That, in accordance with Home Rule Charter sec. 4-901(4), the department of public works shall prepare a study to evaluate the feasibility and impact of converting vehicular traffic to one-way eastbound from the 1600 block to the 1700 block of Erie Street; and that the department shall provide the Council with a report on the study within 90 days of the effective date of this ordinance.

SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the Clerk of Council shall forward copies of this ordinance upon becoming law to Rick Hathaway, Director, Department of Public Works and Nguyen Phan, Interim Chief, Traffic Division, Department of Public Works.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____

MAYOR

RETURNED BY THE MAYOR ON _____ AT _____

_____

ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

MOTION

(LYING OVER)
NO. M-25-182

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on November 8, 2024, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Juvenile Justice Center).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of November 8, 2024 as outlined below:

HIRING RATES

Class Code	Class Title	From: Grade/Step Annual	To: Grade/Step Annual	To: After 1/19/25
C6028	Juvenile Detention Counselor I	55/32 $39,400	55/37 $41,925	55/39 $42,980
C6029	Juvenile Detention Counselor II	58/30 $41,427	58/39 $46,306	58/41 $47,471
C6030	Juvenile Detention Counselor III	60/30 $43,517	60/43 $51,144	60/45 $52,431
C6031	Juvenile Detention Supervisor	63/28 $45,734	63/45 $56,488	63/47 $57,909
C1210	Food Services Worker (JJIC)	50/34 $35,673	50/39 $37,959	50/41 $38,914
C1211	Food Services Worker, Senior (JJIC)	52/34 $37,490	52/43 $41,925	52/45 $42,980
C1521	Institutional Food Services Supervisor (JJIC)	54/34 $39,400	54/47 $46,306	54/49 $47,471
C6024	Juvenile Reentry Support Specialist	63/25 $44,061	63/41 $53,750	63/43 $55,102
C2429	Juvenile Justice Center Maintenance Superintendent	82/19 $65,569	82/35 $79,987	82/37 $81,999

At the request of the Juvenile Justice Intervention Center, the Civil Service Commission approved the aforementioned hiring rate adjustments to address the continuing difficulty of recruiting and retaining employees for these specialized positions at present hiring rates; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-183

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on November 8, 2024, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Juvenile Justice Center).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of November 8, 2024 as outlined below:

NEW CLASSIFICATIONS:

Class Code	Class Title FLSA Status	To: Grad Annual	To: After January 19, 2025
C6035	Juvenile Reentry Support Specialist, Lead (Non-Exempt)	66/41 $57,909	66/43 $59,366
C6036	Juvenile Reentry Support Supervisor (Non-Exempt)	69/45 $65,569	69/47 $67,218

At the request of the Juvenile Justice Intervention Center, the Civil Service Commission approved the aforementioned new classifications to provide a career ladder for those individuals in the class of Juvenile Reentry Support Specialist. Work of these new positions includes providing case management support to youth and families participating in the Alternative to Detention Program, the Intensive In-home and Community Supervision program and the Electronic Monitoring Program; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)
NO. M-25-184

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on November 8, 2024, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (**CAO**).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of November 8, 2024 as outlined below:

NEW CLASSIFICATIONS:

Class Cod	**Classification:**	Grade /Step Hiring Rate	After 1/19/25 Hiring Rate	Exemption Status
C0485	Grants Administrator	96/27 $102,546	96/29 $105,126	Exempt
C0486	Grants Manager	86/21 $74,242	86/23 $76,109	Exempt
C0487	Grants Specialist	78/25 $63,960	78/27 $65,569	Exempt

At the request of the Chief Administrative, the Civil Service Commission approved the aforementioned new classifications to create a new job series that would encompass the responsibility for grant research, writing, administration, and grant coordination on a City-wide basis with the objective of increasing funding for operational and capital needs; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)
NO. M-25-186

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on January 10, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Public Works).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of January 10, 2025 as outlined below:

NEW CLASSIFICATIONS:

Class Code	**New Classification**	Grade/Step Hiring Rate*	FLSA Status
C2090	Traffic Signal Apprentice	54/38 $38,433	Non-Exempt
C2091	Traffic Signal Technician I	68/33 $55,102	Non-Exempt
C2092	Traffic Signal Technician II (Senior)	71/33 $59,366	Non-Exempt
C2093	Traffic Signal Technician III (Lead/Trainer)	74/33 $63,960	Non-Exempt
C2094	Traffic Signal Coordinator	75/39 $70,643	Non-Exempt

In conjunction with the Department of Public Works and Civil Service Staff, the Civil Service Commission approved the aforementioned new classifications to address the critical shortage of positions related to the installation, maintenance and repair of traffic signals and other electronic devices. The new Traffic Signal job series provides a comprehensive career track providing opportunities for career growth and development; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-187

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on January 10, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Police).
In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of January 10, 2025 as outlined below:

Pay Grade and Hiring Rate:

Class Code	Class Title	**Grade /Step**	Annual	**To: Grade/ Step**	Annual
C5262	Latent Print Supervisor	82/42	$87,254	85/51	$105,126

At the request of the Police Department, the Civil Service Commission approved the aforementioned grade and hiring rate change for the classification of Latent Print Supervisor. The position's expanded supervisory role includes overseeing lead and/or supervisory positions in the Latent Print Section; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:
YEAS:
NAYS:
ABSENT:
AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-189

CITY HALL: **March 27, 2025**

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on February 3, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Professional Certification Pay).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of February 3, 2025 as outlined below:

Amended Special Rate of Pay: ~~**Strikethroughs are deleted.**~~

~~Exempt~~ Employees, with the approval of their appointing authority may be granted a 5% increase in pay upon completion of a professional certification that is directly related to the employee's work. This is a one-time premium pay to recognize the additional education and training acquired by an employee. This will not apply to multiple certifications earned in the same field of professional work.

For purposes of this incentive pay, a professional certification shall be considered:

- A third-party attestation of an individual's level of knowledge or proficiency in a certain industry or profession.
- Certifications must be granted by authorities in the field, such as professional societies and universities, or by private certificate granting agencies.
- Certifications must be time-limited; some expire after a period of time (e.g., the lifetime of a product that required certification for use), while others can be renewed indefinitely as long as certain requirements are met. Renewal usually requires ongoing education to remain up-to-date on advancements in the field, evidenced by earning the specified number of continuing education credits (CECs), or continuing education units (CEUs), from approved professional development courses
- The professional certification cannot be a minimum qualification for the employee's current position or have been used for extraordinary qualifications pay.

Notes:

- Professional Certification pay may not be granted if it was a requirement for entry into a job series.
- The Professional certification cannot have been required for placement into a special assignment for which the employee is currently receiving special assignment pay.
- Employees are limited to one premium regardless of the number of certifications earned.

- The special rate of pay in pro-rated over a year, is not paid in a lump sum, and will be removed from terminal leave calculations.
- This special rate of pay shall be removed if the certification is allowed to lapse. Employees are required to notify their Human Resources Manager immediately if their certification lapses. Failure to remove the special rate of pay in a timely manner will result in a retroactive pay decrease.
- The effective date of this special rate shall be the first Sunday of the month following the submission of this form and a copy of the certification to Civil Service.
- The Director of Personnel shall reserve the right to determine a qualifying certification under these guidelines.
- Certifications must require a minimum of fifteen (15) Continuing Education Hours per year to be considered Professional.

Following departmental requests, the Civil Service Commission approved the aforementioned pay plan amendment to expand the use of Professional Certification Pay to expand the use of professional certification pay to all employees whether exempt or non- exempt. It is the intent of this special rate of pay to encourage investment in employee training and development with the intent of improving the performance of the City Workforce and enhancing the services provided by the City Government; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective March 30, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-235

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

New Classification:

Class Code	Class Title	**Grade /Step Annual**	Up to: Grade /Step Annual*
C7115	Deputy Superintendent of Police (Fiscal and Personnel Management)	104/28 $126,759	104/49 $164,411

At the request of the Police Department, the Civil Service Commission approved the aforementioned new classification that would oversee all administrative functions relative to fiscal management, human resources, payroll and grant administration, records management, National Crime Information Center (NCIC), Information Technology (IT Division), and the Fleet Management of the Police Department; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-236

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

New Classifications:

Class Code	Class Title	**Grade /Step**	Annual
C5266	Latent Print Examiner	77/33	$68,909
C5267	Latent Print Examiner, Senior	79/41	$79,987

At the request of the Police Department, the Civil Service Commission approved the aforementioned specialized classifications to perform forensic examinations in the area of pattern and impression evidence including the analysis of latent prints on physical evidence and the comparison of friction ridge skin impressions. Work also includes writing reports of findings and providing courtroom testimony as needed; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-238

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Property Management).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

Pay Grade and Hiring Rate Changes:

Class Code	Class Title	**Grade /Step**	Annual	**To: Grade/ Step**	Annual
C7050	Real Estate Administrator	86/17	$70,643	**88/32**	$89,449

At the request of the Department of Property Management, the Civil Service Commission approved the aforementioned grade and hiring rate change for the classification of Real Estate Administrator. The position's expanded supervisory role includes overseeing the buying, selling, rental and appraisal of City owned properties as well as overseeing all real estate records citywide; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION
(LYING OVER)
NO. M-25-239

CITY HALL: April 24, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on March 14, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of March 14, 2025 as outlined below:

New Classifications:

Class Code	Class Title	**Grade /Step**	Annual
C5263	CODIS Administrator	81/45	$88,344
C5264	CODIS Specialist	79/41	$79,987
C5265	CODIS Support	77/33	$68,909

Grade/Hiring Rate/Title Adjustment:

Class Code	Class Title	Grade /Step	Annual	To: Grade/ Step	Annual
C5259	DNA Technical Leader (Section Supervisor) Retitle of DNA Technical Leader	83/51	$100,030	85/55	$110,481

At the request of the Police Department, the Civil Service Commission approved the aforementioned new classifications to establish a CODIS Specialist series whose focus would be on managing the operations of the CODIS (Combined DNA Index System) database within the DNA unit.

In addition, the grade/hiring rate/title adjustment to the classification of DNA Technical Leader reflect the additional supervisory requirements expected of the position which will need be expected to supervise the CODIS Administrator; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan is approved to be effective April 20, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

(LYING OVER)

NO. M-25-288

CITY HALL: May 22, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on May 9, 2025, the Civil Service Commission adopted the following amendments to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendments to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of May 9, 2025 as outlined below:

Submitting for Council Approval: Amendment to Civil Service Rules (Police)

Rule IV, Section 1.3 (Pay Plan)
(Additions are in **bold** - Deletions have been ~~struck through~~)

1.3 The pay of all positions in the classified service shall be determined in accordance with the pay plan in effect and in accordance with the provisions of the Civil Service Law regardless of any provisions or appropriation for any different salary rate or mode of payment for any position. The regular hourly base rate shall be determined as follows:

(a) For those non-exempt employees engaged in law enforcement activities, their regular hourly base rate shall be computed by dividing the annual salary ~~by twenty-six (26)~~ **fifty-two (52)**, and then dividing the quotient ~~by eighty-five and one half (85.5)~~ **forty-two and three quarters (42.75**). (Adopted by Commission December 16, 2002, approved by the Council June 5, 2003, effective July 13, 2003)

(b) For those non-exempt employees engaged in fire protection activities, their regular hourly base rate shall be computed by dividing the annual salary by twenty-six (26) and then dividing the quotient by one hundred and six (106). (Amended January 20, 2023 and adopted by Council February 19, 2023 to be effective June 18, 2023)

(c) For all other employees, their regular hourly base rate shall be

computed by dividing the appropriate annual salary by and then dividing the quotient by either thirty-five (35), forty (40) or forty-six (46) depending upon the employee's assigned work schedule.

Rule IV, Section 9.1 (Pay Plan-Overtime)
(Additions are in **bold** - Deletions have been ~~struck through~~)

Rule IV Pay Plan (Overtime)

9.1 Pursuant to the specific provisions of 29 U.S.C., Section 207 (k):

(a) Any non-exempt employee engaged in law enforcement activities shall be paid overtime at the special hourly base rate for all hours worked in excess of ~~eighty-five and a half (85.5)~~ **forty-two and three quarter (42.75)** hours in a ~~fourteen (14)~~ **seven (7)** day work period. (adopted by Commission December 16, 2002, approved by the Council June 5, 2003, effective July 13, 2003)

(b) Any non-exempt employee engaged in fire protection activities shall be paid overtime at the special hourly base rate for all hours worked in excess of one hundred and six (106) in a fourteen (14) day work period (amended October 23, 1985, ratified by the Council October 24, 1985, effective April 13, 1986)

(c) Any non-exempt employee not covered by Section 9.2 (a) and (b), who receives state supplemental pay and/or city millage, shall be paid overtime worked in excess of forty (40) hours in a work period. (adopted April 19, 1990, approved by the City Council May 3, 1990, effective May 3, 1990)

The aforementioned rule amendments approved by the Civil Service Commission would provide for overtime compensation after a 7 day/42.75 hour period in lieu of the present 14 day/85.5 hour period. The intent of these amendments are to allow the department to pay non-exempt Police employees overtime on a weekly basis. Note that because of the programming required of the city's pay system to enact this work cycle change, it will be effective at a "to be determined" future date no later than one year after the Council's ratification of these rule amendments; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendments to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendments to the Classified Pay Plan are approved to be effective May 25, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

RESOLUTION

(LYING OVER)

NO. R-25-343

CITY HALL: June 12, 2025

BY: COUNCILMEMBER THOMAS

SECONDED BY:

A RESOLUTION in support of the Lower Ninth Ward Community's requests to conduct a health, property, safety, and environmental study of the Port of New Orleans' proposed Louisiana International Terminal container and intermodal rail terminal development in Violet, LA.

WHEREAS, A Community Voice-ACORN: a member group in the Louisiana Grassroots United Coalition, and concerned residents from affected parishes is calling attention to Orleans and other parishes about the far-reaching harms caused by the Port Development in Violet, its associated truck traffic and the loss of a Black community, cemetery, and school; and

WHEREAS, according to Vickerman & Associates' Critical Development Overview Report, the Port of New Orleans neglected to conduct and/or share crucial project due diligence information and justification analysis to properly support this project, including, but not limited to, a detailed market cargo demand analysis which is fundamentally critical to evaluating the need for any modern successful marine terminal development project, and particularly required for citizens of Louisiana; and

WHEREAS, the Report further notes that the truck trip volumes generated by the container terminal could reach 1,728 per day at full capacity. These tremendous daily truck trip volumes would negatively impact southeastern Louisiana traffic congestion, regional vehicular safety, and could deleteriously impact environmental air quality; and

WHEREAS, property damage and flooding, ruined roads, and car damage increases from increased traffic accidents resulting from heavy concentrations of diverted traffic risk rising insurance premiums; and

WHEREAS, air and noise pollution from diesel engines and nonstop traffic will debilitate communities with residences near I-10, such as New Orleans East; and

WHEREAS, the Report advises that a cohesive and compelling regional statewide strategy focused on conducting thorough proper terminal site selection evaluation is critically needed and failure to conduct such a comprehensive site selection analysis would be a strategic mistake for the state of Louisiana, and indeed the nation; and

WHEREAS, Southern Louisiana residents in parishes that carry traffic on I-10 East and West have no education or input about the possible 1,728 heavy trucks that could pass through their communities each day, and it is essential that the community's voices are heard, and their concerns and recommendations are actively sought and integrated into the decision-making process; **NOW THEREFORE**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the New Orleans City Council expresses its unwavering support for the Lower Ninth Ward Community's requests for an impact study and halt to the proposed project and strongly urges the Port of New Orleans to conduct a comprehensive health and safety study regarding the proposed Louisiana International Terminal container and intermodal rail terminal development..

BE IT FURTHER RESOVLED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall transmit certified copies of this resolution to the Port of New Orleans and the entire New Orleans legislative delegation to include: Representative Candace N. Newell, Representative Jason Hughes, Representative Delisha Boyd, Representative Jacob Braud, Representative Aimee Adatto Freeman, Representative Stephanie Hilferty, Representative Alonzo Knox, Representative Mandie Landry, Representative Shaun Raphael Mena, Representative Matthew Willard, Senator Joseph Bouie, Senator Jimmy Harris, Senator Royce Duplessis, and Senator Gary Carter.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, THE RESULT WAS AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE RESOLUTION WAS ADOPTED.

MOTION

NO. M-25-435

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, GREEN AND THOMAS

WHEREAS, at its meeting on July 11, 2025, the Civil Service Commission adopted the following amendment to the Classified Pay Plan (Police).

In accordance with Article X, Section 10 of the Constitution of Louisiana, this agency is submitting for Council approval, the following amendment to the Classified Pay Plan as adopted by the Civil Service Commission at its meeting of July 11,2025 as outlined below:

New Classification:

Class Code	Class Title/Exemption Status	**Grade /Step**	Annual
C5285	Crime Scene Investigation Manager (Non-Exempt)	79/34	$73,325

At the request of the Police Department, the Civil Service Commission approved the aforementioned classification of Crime Scene Investigation Manager to create a specialized classification that would oversee the Crime Scene Investigation Unit. Work includes managing the crime scene investigation unit including developing procedures, training programs, special operations in labs and reviewing complex crime scene reports. Work includes supervising Crime Scene Investigation Supervisors to include prioritizing and assigning work and establishing quality control measures; and

WHEREAS, the Chief Administrative Office has certified that funds are available to implement the above proposed amendment to the Classified Pay Plan; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in accordance with Article X, Section 10 of the Constitution of Louisiana, the amendment to the Classified Pay Plan is approved to be effective August 24, 2025.

BE IT FURTHER MOVED, That the Clerk of Council shall forward a certified copy of this motion to the Director of the Civil Service Commission and the Chief Administrative Officer.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

MOTION

NO. M-25-443

CITY HALL: August 21, 2025

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

WHEREAS, Section 114-412 of the Code of the City of New Orleans requires that a collective bargaining agreement between the City of New Orleans and an exclusive bargaining agent, once signed by the mayor; and

WHEREAS, Section 114-413 of the Code of the City of New Orleans requires that for the council to approve a collective bargaining agreement pursuant to Section 114-412 of the Code of the City of New Orleans, the collective bargaining agreement must be signed by the council president and authorized by a motion of the council in the manner provided in City Code section 70-10; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans, and the American Federation of State, County and Municipal Employees Union, Council 17 have agreed to a collective bargaining agreement providing for terms and conditions of employment for employees in the general employees bargaining unit, for a period of 3 years; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the contract between the City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

K25-604 1997

Introduction

THIS AGREEMENT is entered into as of this 23rd day of June, 2025, between the City of New Orleans, Louisiana, hereinafter referred to as the "City," and the American Federation of State, County and Municipal Employees Union, Council 17, hereinafter referred to as the "the Union." It is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties, to set forth agreements between the parties concerning certain terms and conditions of employment, and provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise regarding said agreements. There shall be no individual arrangement contrary to the terms hereof. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City and the employees covered by this Agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties recognize the need for continuous and reliable service to the public.

This Agreement is entered into with full understanding and recognition of the following:

A. Council 17, AFSCME, AFL-CIO, is the exclusive bargaining agent for employees in the general government bargaining unit, as described in the New Orleans City Code, Article V, Section 114-400, *et seq.* and Resolution No. R-24-621 of the New Orleans City Council.
B. Pursuant to New Orleans City Code, Article V, Section 114-405, the City may only engage in collective bargaining and enter into a collective bargaining agreement with the Union regarding employees covered by this Agreement.
C. Pursuant to New Orleans City Code, Article V, Section 114-400, *et seq.* the City and the Union are obligated to bargain in good faith for employee matters on behalf of employees in the general government bargaining unit.
D. Pursuant to New Orleans City Code, Article V, Section 114-12, this Agreement is effective only when it has been executed by the Mayor of the City of New Orleans and an authorized representative of the Union, as well as ratified by the New Orleans City Council.

ARTICLE 1

Duration

This Agreement shall be effective, except where otherwise specified, as of the date the Agreement is approved by the New Orleans City Council, as provided in New Orleans City Code, Article V, Section 114-413, and continue in effect for three years from the date the Agreement becomes effective.

ARTICLE 2

Scope of Agreement and Definitions

A. The Union and the City agree that the terms of this Agreement apply only to City employees in the general government bargaining unit identified in New Orleans City Code, 1995, Article V, Section 114-403(c), excluding employees in New Orleans Emergency Medical Services.

B. Where the term "Department" is used in this Agreement, it means the any of the offices, departments, boards, and commissions identified in Article IV, Section 4-102 of the Home Rule Charter of the City of New Orleans, as well as the New Orleans Public Library, the City Planning Commission, the Vieux Carré Commission, the Human Rights Commission, the Office of the Inspector General, the Office of the Independent Police Monitor, the Ethics Review Board, the New Orleans City Council, the Office of the Clerk of City Council, and the Municipal and Traffic Court of New Orleans, but excluding any such office, department, board, or commission which has no employees in the general government bargaining unit.

ARTICLE 3

Non-Discrimination

The Union and the City acknowledge that there shall be no discrimination against any employee on any basis prohibited by applicable federal, state, or local law, including without limitation on the basis of race, creed, color, national origin, sex, change of sex, gender identity, age, disability, marital status, sexual orientation or citizenship status, in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

The foregoing paragraph does not create new rights or obligations. Allegations of employment discrimination in violation of federal, state, or local law shall not be the subject of a CBA Grievance, as provided for in Article 7 of this Agreement.

The City and the Union agree that there will be no unlawful discrimination by the City or the Union against any employee because of the employee's membership in the Union or because of any employee's lawful activity and/or support of the Union.

Where masculine, feminine or gender-neutral pronouns may be used in this agreement, such pronouns may refer to individuals of any gender. The pronouns 'they,' 'them,' and 'their' may refer to a singular individual or to multiple individuals as the context implies.

ARTICLE 4

Union Rights and Obligations

The Union and the City agree that the Union has the following rights and obligations, in addition to any other rights and obligations provided by law:

A. Fair and Good Faith Representation

The Union has the duty to represent City employees in the general government bargaining unit fairly and in good faith.

B. Workplace Meetings

The Union shall have reasonable opportunity to use the location where general government bargaining unit employees perform their work for the purpose of holding meetings with general government bargaining unit employees at those work locations, provided that (1) suitable meeting space at the location exists, (2) use by the Union will not impede or interfere with regular City operations, and (3) the Union provides advance notice to the appropriate City designee. The amount of advance notice required for the Union to use a particular location will be determined by the City and provided to the Union in writing, but in no case shall the city require more than two (2) calendar weeks notice.

C. Identification of Union Representatives

The City recognizes and shall deal with all accredited Union Stewards, the Union President and/or Vice-President and accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO.

Within sixty (60) days from the effective date of this Agreement, the Union must identify all individuals who are authorized to represent the Union in its dealings with the City. This identification must be provided to the City's designee in writing, must list the full name of each authorized Union representative, and describe the extent of each representative's authority to speak and act on behalf of the Union. The Union is responsible for using the foregoing procedure to notify the City of changes regarding the Union's authorized representatives. The City and the Union agree that the City has no obligation to treat an individual as a representative of the Union unless that individual has been identified as an authorized Union representative in the manner described in this paragraph.

D. Workplace Access

Authorized representatives of the Union shall be granted reasonable permission to visit City premises during working hours to talk with stewards of the union, discuss grievances or other union business with stewards of the Union, or meet with a City official concerning matters

covered by this Agreement. The City may deny access to certain locations or at certain times if the presence of the Union representative may reasonably interfere with regular City operations or if the Union representative would have access to confidential or other non-public information.

E. Bulletin Board

The City will provide space for the Union to furnish and maintain a bulletin board, or to utilize a portion of an existing bulletin board, for each department containing employees in the general bargaining unit, for posting Union business and information for eligible employees.

F. Distribution of Union Information

The Union shall be permitted to place and distribute materials at mutually agreed-upon locations frequented by employees, before and after work, and during breaks and meals periods.

G. Stewards

For purposes of this Agreement, a "Steward" is an employee whom the Union has authorized to act on behalf of the Union with respect to the general bargaining unit employees in a specified department or one or more divisions within a department. A Steward's duties on behalf of the Union may include the following:

- Posting Union notices;
- Distributing Union literature;
- Soliciting Union membership during non-working time of the employee whose membership is being solicited;
- Transmitting communications authorized by the Union to the City's representatives;
- Consulting with the City, its representative, Local Union Officers or other Union representatives, concerning the enforcement of any provisions of this Agreement;
- Investigating and processing CBA Grievances; and
- Representing employees during meetings with supervisors or the appointing authority, pre-termination hearings, and CBA Grievance hearings.

The number of Stewards to be recognized by the City and the area to be represented by the Stewards shall be mutually agreed to by the Employer and the Union. The Mayor of the City may designate a representative to approve the agreement between the City and the Union regarding the number of Stewards and their areas of representation.

The Union shall provide the City with a written list of employees the Union has designated as Stewards, along with a description of the departments or divisions to be represented by each Steward, shall be furnished to the Employer immediately after their designation. The Union shall promptly notify the Employer of any change in Union Stewards.

Union Stewards shall be allowed a reasonable amount of time during working hours to investigate and settle grievances within their respective areas of representation. Before investigating any grievance, the Steward shall request approval from their immediate supervisor by notifying the supervisor of their intended destination and time they expect to cease their regular duties. The Steward shall also notify the supervisor of the time they return to their regular duties. The Steward's supervisor may deny such a request to the extent that the Steward's absence or the requested investigation will substantially interfere with normal operations of any City department or division. When a Steward's request to investigate a grievance is denied, the Steward and the supervisor should work together in good faith to find an alternative time, place, or manner that the investigation can be conducted without interfering with City operations.

H. Union Business

The City and the Union agree that the following activities by employees, who are official representatives of the Union, should be compensated by the City as working time if the activities occur during the employee's regular working time and do not interfere with the performance of the employee's regular duties for the City:

- participating in collective bargaining between the City and the Union;
- participating in meetings of a committee established pursuant to this Agreement;
- consulting with the City, or its representatives, about the enforcement of any provisions of this Agreement;
- posting Union notices;
- distributing Union literature;
- soliciting Union membership during non-working time of the employee whose membership is being solicited;
- transmitting authorized Union communications to the City's representatives;
- assisting other employees with filing CBA Grievances or participating in the CBA Grievance process as a Union representative;
- attending Civil Service employee appeal hearings of bargaining unit members subject to Civil Service Rule II, § 4.9;
- investigating potential grievances; and
- representing employees during meetings with supervisors or the appointing authority, pre-termination hearings, and CBA Grievance hearings.

The City and the Union acknowledge that for employee time spent on Union business to be paid as time worked for the City, such compensation must be authorized under the Rules of the New Orleans Civil Service Commission ("Civil Service Rules") at the time the Union business is conducted. If such compensation has not been authorized for the Union business, the employee may use any form of leave allowed under the Civil Service Rules.

I. CBA Grievance Activities During Work Time

An employee who is the grievant in a CBA Grievance shall be allowed to attend meetings and hearings that make up the formal CBA Grievance procedure during work hours without using leave. If the formal CBA Grievance procedure allows for parties to call witnesses, any employee called as a witness in a CBA Grievance proceeding shall be allowed to testify in said proceeding during working hours without using leave.

J. Union Officers

The Union may use the procedure described in section C of this Article to identify up to seven (7) employees who have been elected to a Union office or board position. Such elected Union officers shall be allowed up to five working days per year to attend Union conferences or conventions; this time shall be considered as working pursuant to Civil Service Rule VIII, Section 4.2. Request to attend any conference or convention pursuant to this section must be submitted in writing to the appointing authority or their designee at least twenty-one (21) days in advance. The City may deny the request if the requesting employee's absence from work would significantly impair the operations of the employee's department or division.

K. Employee Participation in Collective Bargaining

Should the Union designate employees other than Stewards or elected Union officers to participate in collective bargaining with the City, it shall notify the City of said employees' role using the procedure set forth in section C of this Article. Employees designated to participate in collective bargaining meetings are responsible for notifying their supervisor in writing fourteen (14) calendar days in advance of the meeting, or as soon as practicable if the meeting is scheduled less than fourteen (14) calendar days in advance. The City and the Union should make reasonable efforts to schedule collective bargaining meetings for times and dates when participating employees' absence will not adversely affect City operations.

L. Union Materials included in Documents Provided to New Employees.

The City further agrees that the Union may provide the City with a pamphlet or other document containing information about the Union and soliciting Union membership for inclusion in materials about voluntary services and opportunities that are provided to new City employees in the bargaining unit. The City may refuse to accept and distribute any material provided by the Union pursuant to this paragraph if it contains false or misleading statements regarding the City, any City official, City operations, the CBA, or the Union.

ARTICLE 5

Management Rights

The City and the Union agree that this Agreement does not restrict, limit, or otherwise impair the City's power and authority to determine its programs and policies, manage its business, and direct the work of City employees. Provided that these management rights shall not be exercised in violation of any provisions of this Agreement.

ARTICLE 6

Authorization of Payroll Deductions

A. For employees in the general government bargaining unit, the City agrees to honor all authorizations for payroll deduction of payments to the union and to remit such payments promptly to the Union pursuant to such authorization. An employee's authorization for payroll deduction of payments to the union shall be implemented in the pay period following the pay period in which the authorization is submitted to the City. Revocation of such authorization shall be in accordance with the procedures described on the authorization.

B. In the event it is no longer legally permissible for the City to comply with the obligation to provide employees with the right to have their authorized payments to the union withheld from their paychecks, or if such right is impaired upon the expiration of this Agreement, the City shall provide the union with access to all bargaining unit employees on duty time to provide employees with the opportunity to arrange payments to the union using alternatives to payroll deduction. The union and the City shall schedule such time by mutual agreement and the duty time of the bargaining unit employee shall generally be limited to thirty (30) minutes.

ARTICLE 7

CBA Grievance Procedure

A. "CBA Grievance" and "Grievant" Defined

A "CBA Grievance" shall be defined as a claim of breach, misinterpretation, or misapplication of any provision of this Agreement. The CBA grievance procedure does not alter, replace, or otherwise affect the grievance procedure set forth in CAO Policy Memorandum No. 4 (R). A "grievant" is an employee who is subject to this Agreement and files a CBA Grievance.

B. Processing CBA Grievances

The procedure established by this Article shall be the exclusive remedy for any CBA Grievance. Any CBA Grievance not presented and processed in the manner and within the limits (unless such time limits are extended by mutual agreement of the City and the Union in writing) established herein shall be waived, and therefore such CBA Grievance may not be made the basis for any

action, either under this Agreement or otherwise. The arbitrator shall have no authority to excuse the failure to comply with the time limits. For the purpose of this Article, all references to days shall be City working days, excluding weekends and holidays.

CBA Grievances shall be presented and processed as follows:

Step 1.

As soon as possible, but in no event later than ten (10) working days from the date of the incident, a grievant or an authorized Union representative shall submit a CBA Grievance form as provided in this agreement to their immediate supervisor indicating the nature of the CBA Grievance. The CBA Grievance shall also specify the clause of the Agreement at issue and the settlement desired; a CBA Grievance that fails to specify the clause of the Agreement at issue and the desired settlement shall be null and void and shall not require any response from the City. The supervisor shall immediately provide the grievant or steward with a signed dated receipt that they have received the written CBA Grievance. If the CBA Grievance requests a settlement that the immediate supervisor lacks authority to implement, then the immediate supervisory may notify the grievant or steward in writing that the grievance should immediately proceed to Step 2; this notice should be provided within five (5) working days. A meeting shall be held with the aggrieved employee and their steward or union representative with the immediate supervisor or their designee on a mutually agreed upon date, but no later than ten (10) working days from the date of the signed receipt of the CBA Grievance. After the meeting, the immediate supervisor shall issue a written decision on the form within ten (10) working days of the meeting. If the CBA Grievance involves or is directly against the employee's immediate supervisor, then the process in step 1 shall not be handled by the employee's immediate supervisor, but rather by the next level manager above the employee's immediate supervisor.

Step 2.

If the CBA Grievance is not settled or withdrawn from Step 1, the employee, steward, or the Union representative shall, within ten (10) working days following receipt of the written response from Step 1, present the CBA Grievance in writing, signed by the aggrieved employee or a representative of the Union, to the department director or their designee. A meeting shall be held with the department director or their designee to discuss the CBA Grievance within ten (10) working days of their receipt of the CBA Grievance. The department director or their designee shall issue a written response to the CBA Grievance within ten (10) working days of the meeting.

Step 3.

If the CBA Grievance is not settled or withdrawn the employee or union representative shall, within ten (10) working days of the decision in Step 2, present the CBA Grievance in writing to the Chief Administrative Officer (CAO), or their designee, and request a meeting for the

purpose of attempting to settle the matter. The CAO, or their designee, must acknowledge receipt of the CBA Grievance and promptly schedule a meeting with the grievant or union representative. The meeting shall be held within ten (10) working days from when the CAO, or their designee, received the CBA Grievance, unless at an otherwise mutually agreed upon date in writing. After the meeting, the CAO or their designee shall provide a written response to the CBA Grievance within fifteen (15) working days following the CBA Grievance meeting.

Not later than one day before the response is due, the CAO or their designee may extend the response up to twenty (20) days and provide a reason for the extension. If additional time is required past the extension, the CAO, or their designee, will meet and confer with the Grievant and Authorized Union Representative to determine a timeline for a response. If the parties fail to agree on a timeline for a response, the CAO, or their designee, will select a response deadline that is reasonable under the circumstances. No additional extensions will be authorized after the deadline agreed to by the parties.

Step 4.

If the CBA Grievance is not settled or withdrawn, the Union shall, within ten (10) working days following the decision in Step 3, give written notice to the CAO, or their designee, of their desire to submit such CBA Grievance to arbitration.

Only the Union may submit a CBA Grievance to arbitration.

C. Management Failure to Comply with Time Limits

If the time limits for responding to a CBA grievance in Step 1 are not met, the grievance shall proceed immediately to Step 2. If the City fails to comply with time limits set forth in Step 2 or Step 3 under this Article, the Union or grievant may send notice of failure to respond along with a copy of the CBA Grievance to the designated authority by certified mail or by electronic mail to the address designated by the City; if a response is not received within five (5) working days of receipt, the CBA Grievance shall be resolved in favor of the Union grievant. In the event that a CBA Grievance is resolved in favor of the grievant because the City failed to comply with time limits under this Article, the City shall only be required to implement the grievant's requested settlement to the extent that it remedies, or fairly compensates the grievant for, the alleged breach of this Agreement.

D. Arbitration Procedure

If the Union has timely notified the City of their intent to submit a CBA Grievance to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a list of five arbitrators. Such request must be made no later than 30 working days following the date of Union's notice of desire to arbitrate, and a copy of such request shall be furnished to the CAO, or their designee.

Within ten days of receipt of the list of arbitrators, the CAO, or their designee, and Union shall eliminate four names there from by alternately striking one, and the person whose name remains on the list shall serve as the arbitrator for the CBA Grievance in question. If necessary, the first strike shall be determined by a coin flip.

The arbitrator shall proceed as soon as practicable to hold a hearing. Unless the parties agree otherwise, only one CBA Grievance shall be heard at a time unless the City and the Union agree that CBA Grievances are similar enough to warrant consolidation. CBA Grievances shall be arbitrated in the order in which they are filed.

The fees and expenses of the arbitrator shall be borne equally by the City and the Union.

E. Arbitrator's Authority

The sole function of the arbitrator shall be to interpret the provisions of this Agreement and apply them to the facts of the CBA Grievance, and if they determine that the Agreement was breached, they may award an appropriate remedy. The arbitrator shall have no power to modify, supplement or otherwise alter this Agreement.

The decision of the arbitrator, within the limits of their authority as described herein, shall be final and binding upon the City, Union, and employees concerned.

The arbitrator shall render a decision in writing within thirty (30) calendar days, including Saturdays, Sundays and City holidays, following completion of the hearing and the filing of briefs, if any, unless an extension of time is agreed to by the City and Union.

F. CBA Grievance Mediation- Waiving Arbitration Deadlines

Upon written mutual agreement of the Union and the City, the parties can waive timelines for arbitration while utilizing the services of FMCS Federal Mediators to resolve a CBA Grievance.

G. Group Grievances

A single CBA Grievance may be filed by more than one grievant in cases where the grievants' claim concerns the same or a substantially similar misinterpretation, misapplication, or breach of this Agreement. In such cases, for purposes of Step 1, if all grievants do not have the same immediate supervisor, the grievance must be submitted to and handled by the next level manager above all of the grievants. If the group grievants do not share a manager below the department director, the CBA Grievance procedure will begin at Step 2. If the CBA grievance includes grievants from more than one department, the CBA Grievance procedure will begin at Step 3.

ARTICLE 8

A. Integrity of the Bargaining Unit

The City recognizes the integrity of the bargaining unit and will continue to assign bargaining unit work to bargaining unit employees. The City may hire temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis.

ARTICLE 9

Hours of Work, Schedules, and Overtime

A. Work Schedules

To the extent practicable, the City will notify employees of the days and hours that they are expected to work on a regular basis. The City will notify an employee of changes to their regular work schedule at least one week in advance, except when an unforeseen or emergent circumstance requires a temporary change in the employee's work schedule.

B. Voluntary Overtime

1. Departments and supervisors will provide bargaining unit employees with opportunities to work voluntary overtime in a fair and equitable manner. In the absence of other operational or equitable consideration, preference for voluntary overtime opportunities should be based on seniority. Departments may, by policy or other writing, provide that employees are ineligible for voluntary overtime if they are on a Performance Improvement Plan or received an overall designation of "Does Not Meet Expectations" on their most recent performance evaluation.

2. Any Departmental policy or writing concerning voluntary overtime opportunities will be provided to the union.

3. Each Department will make available and display in a location accessible to bargaining unit members either a voluntary overtime list, detailing the employee's turn in the voluntary overtime rotation, or a written explanation of the Department's method of determining preference for voluntary overtime, which is sufficient for employees to know who is eligible for a given overtime opportunity.

C. Mandatory Overtime

1. Employees may be required to work without the right of refusal in the event a sufficient number of volunteers cannot be obtained. The City will create and maintain contemporaneous records identifying which employees were required to work mandatory overtime and the date and hours they were required to work. Where practicable, the City

must give employees written notice of mandatory overtime assignments at least twenty-four hours in advance. However, all requests for mandatory overtime will be put in writing to the employee in advance of the overtime shift.

2. Departments and Supervisors will assign mandatory overtime to bargaining unit employees in a fair and equitable manner. In the absence of other operational or equitable considerations, the order in which eligible employees are assigned mandatory overtime should be determined by reverse seniority.

3. Any departmental policy or other written procedure regarding mandatory overtime will be provided to the union once established.

4. Each department will make available and display in a location accessible to bargaining unit members either a mandatory overtime list, detailing the employees' turn in the mandatory overtime rotation, or a written explanation of the Department's method for determining how mandatory overtime is assigned, which is sufficient for employees to know who will be assigned to a given overtime shift.

ARTICLE 10

Health and Safety

A. Both parties to this Agreement hold themselves responsible for mutual co-operation on enforcement of safety rules and regulations.

B. The City will take measures to ensure that working conditions, such as excessive heat, do not pose an unreasonable risk to the health and safety of employees.

C. Each department containing employees subject to this Agreement will designate supervisors or other individuals to whom employees may report health and safety concerns about working conditions. If an employee raises a health or safety concern in this manner, the City will immediately investigate the concern and determine what response, if any, is needed. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article 7 of this Agreement. If an employee who raises a health or safety concern as provided in this paragraph believes that they cannot perform their regular duties safely until the concern has been addressed, the City will, where possible, either temporarily assign the employee to alternate duties or adjust the employee's work schedule to allow the employee to make up time not worked as a result of the health and safety concern. Nothing in this Agreement precludes the City from taking disciplinary action against an employee who reports a health or safety concern in bad faith.

D. If an employee works in a department for which there is a department handbook or manual, the employe should be provided with a copy of, or access to, said handbook or manual. If a

department containing bargaining unit employees updates its handbook or manual, the department will notify its employees and provide them with either a copy of, or access to, the newly updated handbook or manual within thirty (30) calendar days of the update. Where an employee has not been provided with a handbook or manual, or any updates thereto, that employee may not be held responsible for failing to comply with any rules, procedures, or requirements in the material that has not been provided to him.

E. If a Department requires an employee to sign a document confirming or acknowledging receipt of a Department handbook or manual, the employee, even if probationary, may not be required to provide a signature until the employee has actually received the handbook or manual.

F. Where an appointing authority has determined that some or all of an employee's duties to be performed by an employee require training that is not a prerequisite for the position, the City will ensure that the employee receives the necessary training.

ARTICLE 11

Representation During Investigations and Disciplinary Meetings

A. Pre-termination Hearings

1. Employees are entitled to have an attorney or union representative present at their pre-termination hearing. Absent exceptional circumstances, the City will notify the employee of a pre-termination hearing no less than one calendar week prior to the date of the hearing. Exceptional circumstances justifying less than one week advance notice of a pre-termination hearing include, but are not limited to, egregious misconduct that warrants an emergency suspension pending the pre-termination hearing. If the City notifies the employee of a pre-termination hearing less than one week before the date of the hearing, the City will make a good faith effort to accommodate requests to reschedule the hearing to allow a union representative or attorney to attend.

2. At a pre-termination hearing, the employee's attorney or union representative may provide advice to the employee. At a time specified by the City representative who is conducting the hearing, the attorney or union representative may make a statement on behalf of the employee and may ask informational questions about the proceedings or similar matters.

3. The City, the employee, the employee's attorney and the union representative agree to conduct themselves in respectful and responsible manner throughout the hearing. If the employee's attorney or union representative is disruptive or obstructs the hearing, the following "three strike" method will be used in an effort to resolve disputes within the hearing:

i. An admonition by the City to the employee representative to serve as a warning that the employee representative's behavior is disruptive or obstructing the hearing. The City will provide an oral explanation of how the behavior is disruptive or obstructive.

ii. If, after admonition by the City, the employee representative continues to be disruptive or obstructive, a fifteen (15) minute recess will be called to ease tensions. A longer or shorter recess can be called by mutual agreement by the parties.

iii. If, after both an admonition and the recess prove unsuccessful in correcting the behavior, the employee representative may be asked to leave so that the hearing may continue.

B. Disciplinary meetings

1. When the appointing authority or their representatives meet with an employee about a disciplinary action other than termination from employment, the employee may have a union representative present for the disciplinary meeting. The City will give the employee notice at least 48 hours ahead of the meeting to allow a steward or other on-site union representative to attend the meeting; however, the City may give an employee less notice in exigent circumstances.

2. At a disciplinary meeting under this section, union representatives will be given an opportunity to ask questions and otherwise discuss the disciplinary action with the appointing authority or the representative of the appointing authority present at the meeting.

3. If a union representative was unable to attend a disciplinary meeting under this section, within ten (10) calendar days after the issuance of discipline, the Union may request a meeting with the appointing authority, or their representative, to discuss the disciplinary action. The appointing authority will attempt to schedule any meeting requested by the Union under this section within twenty-five (25) calendar days after the issuance of discipline.

C. Investigations and Interviews

If the appointing authority, or their representative, schedules a meeting with an employee to interview, collect a statement about, or otherwise discuss any incident or event, and if the employee believes the appointing authority is considering disciplinary action against them, the employee may request that a union representative be present to observe the meeting. A union representative may not interrupt questioning of the employee, attempt to speak for the employee, or instruct the employee about what to say or not say. After the appointing authority or their representative has finished asking questions of the employee, the union representative may request an opportunity to ask informational questions or make a brief statement. The "three strike" process described in

subsection A of this article will be utilized if a union representative who is disrupting or obstructive during the meeting.

D. Counseling Meetings

If an employee receives written or verbal counseling, the employee or the Union may request a meeting with the supervisor who issued the counseling to discuss the matter. The City will make reasonable efforts to accommodate requests for meetings with the Union about counselling of an employee.

E. Failure of any party to comply with the provisions of this Article shall not constitute grounds to reverse, rescind, or nullify any disciplinary action taken against an employee.

F. If the City has reason to counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

G. No employee, including a probationary employee, will face disciplinary action for the refusal to sign for the receipt of any item if the employee has not yet received it.

ARTICLE 12

Determination of Leave

A. Requests for annual leave cannot be unreasonably denied, and a denial must be due to operational or business reasons only. A denial of leave must be made in writing and include the reason for the denial and must be given to the employee as soon as reasonably possible.

B. If an appointing authority fails to respond to a request for leave within the time required by Civil Service Rule VIII, Section 1.5(e), the request for leave will be deemed approved.

C. If an appointing authority instructs an employee to provide documentation in support of sick leave for less than six consecutive working days, the employee or the Union may request a meeting with the appointing authority to discuss the matter. When such a meeting is requested, the appointing authority or their representative will make reasonable efforts to meet with the employee and/or the Union before the end of the pay period following the sick leave at issue.

D. If an appointing authority has reason to dispute documentation provided in support of sick leave or has other reason to believe that an employee has charged an absence against sick leave although no actual illness or injury occurred, the appointing authority, before deducting the value of the absent time from the employee's accrued annual leave or pay or taking disciplinary action, must notify the employee that the use of sick leave is in question and provide the employee, along with a steward or authorized union representative if requested by the employee, an opportunity to discuss why they have made that determination and allow for the employee to provide an explanation.

1. The appointing authority shall give the employee reasonable notice of the meeting and provide the determination in writing within a reasonable period prior to the meeting. The written determination must state the reasons why the appointing authority disputed the employee's entitlement to sick leave.

E. Nothing in this Article shall preclude the City from taking disciplinary action against an employee for fraudulent use or other misuse of sick leave, nor shall any failure to comply with any requirements of this Article constitute grounds to rescind, reverse, or nullify any disciplinary action taken against an employee for fraudulent use or other misuse of sick leave.

ARTICLE 13

Job Security, Layoff and Recall

A. When the City determines that it may be necessary to reduce the work force in the classified service through layoffs of employees in the general government bargaining unit, the City will notify the Union in writing at the same time that it notifies the Personnel Director. This notice will be provided at least forty-five (45) calendar days prior to the effective date of the proposed reduction in force.

B. Prior to implementing layoffs that affect the general government bargaining unit, the City will meet and confer with the Union about reasons why the layoff is being proposed, the proposed effective date of the layoff, and any potential avenues to avoid the layoffs. This meeting will be held sufficiently far in advance of the proposed layoffs to allow for a meaningful consideration of options to avoid layoffs.

C. Once it has been determined that layoffs affecting the general government bargaining unit will occur, but before layoffs are implemented, the City will meet with the Union to discuss the layoffs, including but not limited to the following topics:

1. Discuss the classes of work and number of positions that may be reduced.
2. Vacant positions that may be filled by potential laid off employees.

D. Pursuant to Rule XII of the City Civil Service Commission, the Union shall be included in any correspondence from the appointing authority of the organization or the Chief Administrative Officer regarding the notification of layoffs to the Personnel Director.

ARTICLE 14

Labor Management Committee

A. Bargaining Unit LMC

For the duration of this Agreement, the City and the Union shall maintain a labor-management committee (LMC) for the purpose of providing a forum for the City and the Union to discuss issues relating to this Agreement and other labor relations issues that may arise with respect to the general government bargaining unit.

The LMC will consist of eight members: four representatives of the City and four representatives of the Union. The representatives of the City shall include the Assistant CAO, Human Resources or their designee, the City Attorney or their designee, and two additional members designated by the Chief Administrative Officer. The four representatives of the Union shall be designated by the Union.

Meetings and activities of the LMC shall be conducted on work time. The Union and the City will each appoint their own representatives on the LMC. The LMC will meet at least monthly, unless a majority of the committee agrees to cancel a meeting; the LMC may hold additional meetings by mutual agreement. The LMC shall meet within two (2) weeks by request of either party.

The LMC shall be invested with the power to study all problems relating to fringe benefits, hours of employment and other working conditions other than actual dollar salaries paid. Such a group will endeavor to resolve the problems raised by the Union and City during negotiations, as well as the problems raised by both as they shall arise from time to time during the term of this Agreement. At any time that such study group shall be ready to make any affirmative recommendations with regard to changes in terms or language of this Agreement, the Agreement shall automatically be reopened for the purpose of entering into negotiations with regard to such specific recommendations. Affirmative recommendations are reached when a majority of LMC members vote in favor of a recommendation.

B. Department LMCs

1. For each Department with employees subject to this Agreement, union members may, with the approval of the Union's executive board, create one Department LMC (DLMC) for the purpose of addressing labor-relations issues specific to a Department. Before the creation of the DLMC, Union representatives and the affected Department's appointing authority will agree upon a meeting schedule and file this with the LMC. The affected Department's appointing authority and the Union may each designate up to four members of the DLMC, for a total of eight members.

2. A simple majority of the LMC may create additional DLMCs. The meeting schedule and membership shall be determined initially by the LMC.

3. Designated DLMC members, union stewards, and/or union officers in a department will have a right to meet with the appointing authority about general staff and department dispositions and discuss recommendations quarterly, or more or less often if needed by mutual agreement of the parties, which should be requested in writing at least 3 weeks before the proposed meeting. If the union and appointing authority agree in writing at least 2 weeks before the end of a quarter, a meeting may be waived.

ARTICLE 15

Seniority and Promotion

A. Seniority

1. Seniority is the length of an employee's continuous service in any job classification. All such service must be continuous and without a break in service (e.g., uninterrupted by the employee's voluntary resignation or discharge). Leaves of absence, either paid or unpaid, are not to be considered breaks in service.

2. Seniority or length of service shall be computed from the most recent date that an employee commences employment in a bargaining unit position. It shall accrue during all paid and unpaid leave periods and probationary employment. It shall not accrue during periods of layoff or furlough, but length of service acquired prior to such layoff shall not be forfeited.

B. Promotional and Job Opportunity Notices

1. The union will be given a space within each Department, in a clearly visible area frequented by the Department's employees, notices of promotional opportunities and job openings. This space may be the same as the bulletin board provided pursuant to Article 4, Section E of this Agreement. The Union will be responsible for what is posted in the space provided for posting of promotional opportunities and job openings. The City agrees, to the extent practicable, to provide equitable notice of promotional opportunities to eligible employees.

ARTICLE 16

No Strike or Lockout

During the term of this Agreement, there shall be no stoppages of work, strikes or lockouts.

ARTICLE 17

Conflict With Civil Service Rules

This Agreement is not intended to change or conflict with any terms and conditions of employment established by the New Orleans Civil Service Commission ("Commission"), whether in its Rules or the Classified Pay Plan. Where possible, this Agreement shall be interpreted so as to avoid conflict with the Commission's Rules and Classified Pay Plan. In the event that the plain language of any portion of this Agreement conflicts with the Commission's Rules or the Classified Pay Plan, the conflicting portion of this Agreement shall not be enforceable.

ARTICLE 18

Successorship

This Agreement shall be binding upon the parties, their successors or assigns, and irrespective of any change or transfer of ownership, operation, or control and of any merger, consolidation or affiliation of the City.

ARTICLE 19

Savings Clause

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or potion thereof specifically specified in the court's decision. Upon issuance of such a decision, the City and the Union agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 20

Modification and Extension of Agreement

A. Modification

Changes to this Agreement may be made at any time during the term of this Agreement by mutual written consent of both parties. Any such changes will not take effect until approved by the New Orleans City Council pursuant to New Orleans City Code, Article V, Section 114-12

B. Extension

This Agreement, along with any modifications, may be extended past the term set forth in Article I by mutual consent of the parties, set forth in writing, and approved by the New Orleans City Council pursuant to New Orleans City Code, Article V, Section 114-12.

Made and entered into this 23rd day of June, 2025:

American Federation of State, County and Municipal Employees Local 2349, Council 17

Lloyd Permaul, Executive Director, Council 17

Sisto Campana, AFSCME International

Amanda Fallis, Local 2349 President

Irene Taylor, Local 2349

Kennan Mitchell, Local 2349

CITY OF NEW ORLEANS

BY: _____ for

LATOYA CANTRELL, MAYOR

Executed on this 26th **of** June **, 2025**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Sarah McCoy

CITY OF NEW ORLEANS, CITY COUNCIL

By: _____
Name: CITY COUNCIL PRESIDENT

Signed by on this _____ of _____, 2025

ADDENDUM

The parties have agreed to include this addendum to the Agreement as a reference to the various other sources of law and rules concerning other terms and conditions of their employment, which are of concern to employees but are not the subject of the Agreement between the City and the Union. This addendum is purely informational and does not create any additional rights or obligations between the parties.

Rules of the City of New Orleans Civil Service Commission

The Civil Service Rules govern many terms and conditions of employment for classified employees. These rules may be found on the City's website at https://nola.gov/next/civil-service/topics/commission/commission-rules-procedures/.

Wages

Civil Service Rule IV, Section 1 establishes that rates of pay for classified positions are subject to a pay plan approved by the Civil Service Commission. The Classified Pay Plan can be found on the City's website at https://nola.gov/next/civil-service/topics/classification-and-compensation/.

Civil Service Rule IV, Section 1.3 explains how an employee's regular hourly base rate of pay is calculated; for employees not engaged in law enforcement or fire protection activities, "their regular hourly base rate shall be computed by dividing the appropriate annual salary by fifty-two (52), and then dividing the quotient by either thirty-five (35), forty (40) or forty-six (46) depending upon the employee's assigned work schedule."

Civil Service Rule IV, Section 1.4 covers special pay rates based on positions/assignments that differ from others in the classification based on their "unpleasant or dangerous aspects."

Pay Differentials

Civil Service Rule IV, Section 1.6 provides for pay differentials for working outside of regular business hours.

Pay Increases

Civil Service Rule IV, Section 2 governs pay increases, including special assignments outside normal duties (Section 2.2), cost-of-living payments (Section 2.3), service-wide increases (Section 2.4), merit pay (section 2.5), pay above the minimum for recruitment/retention difficulty (Section 2.6), extraordinary qualifications (Section 2.7), and pay equity adjustments (Section 2.8).

Civil Service Rule IV, Section 8 covers longevity pay increases.

Overtime

Civil Service Rule IV, Section 9 governs overtime rates of pay, the thresholds for earning overtime, and other related matters.

Other Special Rates of Pay

Rule IV, Section 10 provides for emergency pay.

Rule IV, Section 11 concerns incentive pay.

Rule IV, Section 13 provides for holiday pay.

Displacement of Classified Employees

Civil Service Rule III, Section 6 provides for review of City contracts for personal or professional services by the Civil Service Department to determine whether such contracts will "result in the displacement of employees within the classified service." For contracts that will result in displacement of classified employees, the Civil Service Commission ("Commission") will review and approve the contract if "the City is entering into the contract for reasons of efficiency and economy and not for politically motivated reasons."

Holidays

City holidays are established by the New Orleans City Council. Employees may find a schedule of upcoming holidays online, on the Neutral Ground at https://employee.nola.gov/news-events/calendar/holidays/.

Discipline and Discharge

Civil Service Rule IX governs disciplinary actions. It includes a list of the types of disciplinary actions, provides for hearing and written notice prior to termination of employment, and requires that, within five working days of the effective date of any disciplinary action, the employee receive a written statement of the reasons for that disciplinary action.

Disciplinary Appeals

Civil Service Rule II, Section 4 explains the procedure for appeals of disciplinary action to the Civil Service Commission.

Discrimination Appeals

Civil Service Rule II, Sections 4.5 and 4.7 provide for appeals by classified employees "who allege that they have been discriminated against because of their political or religious beliefs, sex (including sexual harassment, sexual orientation, and/or gender identity), or race."

Probationary Status

Civil Service Rule VII establishes a one-year working test period (*i.e.*, probationary period) for every person appointed to a classified position. The rule also contains detailed provisions about the working test period.

Leave

Civil Service Rule VIII concerns all types of leave. The types of leave include: annual leave (Section 1), sick leave (Section 2), special types of paid leave (Section 4.1), leave without pay (Sections 4-8), parental leave (Section 9), family medical leave (Section 10), and official emergency leave (Section 11). Section 3 explains what happens to an employee's unused leave at separation from service with the City.

Promotions

Civil Service Rule VI governs filling of all vacancies, including by promotion. This includes a procedure for challenging a promotion when an employee who was passed over believes the decision was not merit-based (Rule VI, Section 6.1).

Layoffs

Civil Service Rule XII establishes the procedures that must be followed in order for the City to implement layoffs.

2021

Calendar No. (Rev)
(Exp)

Bonita Robinson
Name Ext. 88765
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A collective bargaining agreement between the City of New Orleans and AFSCME, Council 17 which provides for certain terms and conditions of employment for City employees in the general government bargaining unit.

1. _____
Department Head
2. _____
Department of Law
3. _____
Chief Administrative Officer
4. _____
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2ND: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

2022

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Chief Administrative Office - Employee Relations Division

Name of Contact Person: Rene T. Hollins

Telephone Number: (504) 658-8613

Email Address: rthollins@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To establish a collective bargaining agreement with AFSCME Council 17 that provides for certain terms and conditions of employment for City employees in the general government bargaining unit.

2. **The parties involved:** The City of New Orleans and the American Federation of State, County and Municipal Employees Union, Council 17 ("AFSCME")

3. **The obligations, expectations, and deliverables of the parties involved:** The agreement provides terms and conditions of employment with respect to discrimination, rights of the AFSCME and its representatives,work schedules, assignment of overtime, health and safety, union representation of employees, leave procedures, layoffs, labor management committees, seniority and promotion, and strikes and lockouts

4. **The duration of the contract:** Three years from the date of approval by the City Council

5. **The cost and any fiscal implications of the contract for the City:** The City does not anticipate that the agreement will have any fiscal implications for the City.

6. **Describe disadvantaged business enterprise (DBE) participation:** None; the agreement does not involve the provision of goods or the performance of work or services by any party.

Reference: Council Rule 57 & City Code Section 70-10

MOTION

NO. M-25-456

CITY HALL: August 21, 2025

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans ("Code") requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the City Council; and

WHEREAS, Section 70-10 of the Code further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans' and DigiTech Computers, LLC, desire to enter Amendment No. 1 to the Professional Services Agreement for an electronic patient care report system, and billing and collections services, for a period of four (4) years with the compensation being $1,500,000.00 per year, a total additional amount of $6,000,000.00, with an aggregate amount of $6,999,999.99; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No.1 to the Professional Services Agreement between the City of New Orleans and DigiTech Computer LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No.1 to the Professional Services Agreement between the City of New Orleans and DigiTech Computers, LLC., as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

DIGITECH COMPUTER LLC

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Digitech Computer LLC, represented by Walter C. Pickett II, CEO (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of November 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, effective November 1, 2024, the City, through its Emergency Medical Services ("**EMS**"), and the Contractor entered into a professional services agreement for the provision of electronic patient care reporting, billing, and collections services for utilization by New Orleans Emergency Medical Services (the "**Agreement**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this first Amendment to ensure continuity of services by renewing the Agreement through October 31, 2029, increasing the Agreement's compensation amount, and modifying certain terms and conditions; and

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension***. Amending Article V, Section (B) of the Agreement, the term is hereby extended for four (4) years from the Effective Date through October 31, 2029.

2. ***Maximum Amount***. The compensation described in Article IV Section B of the Agreement is increased by **$1,500,000.00** each year during the term of this Amendment for a total increase of **$6,000,000.00**. The lifetime maximum amount will thus increase from **$999,999.00** to a new total amount not to exceed **$6,999,999.00**.

3. ***Convicted Felon Statement*.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

4. ***Non-Solicitation Statement*.** The Contractor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. ***Prior Terms Binding*.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

6. ***Electronic Signature and Delivery*****.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES ARE CONTAINED ON THE NEXT PAGE]

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

BY: _____
CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

DIGITECH COMPUTER LLC

BY: _____
WALTER C. PICKETT II, CEO

2027

Calendar No. (Rev)
(Exp)

Name Christina Magee Ext. 82743
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To authorize the City of New Orleans' Mayor and City Council President to enter into the first amendment between the City and DigiTech Computer, LLC that has a term of four years, a yearly value of $1,500,000.00 and total amendment value of $6000,000.00, with an aggregate total of $6,999,999.99.

1. _____
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS: FINAL ADOPTION:

MOVED:

YEAS:

NAYS:

ABSENT:

RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans Emergency Medical Services

Name of Contact Person: Christina Magee

Telephone Number: 504-658-2743

Email Address: clmagee@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To authorize the Mayor and City Council President to enter into Amendment 1 to the contract for maintenance, and technical support to the billing service for New Orleans Emergency Medical Services.

2. **The parties involved:** City of New Orleans and Digitech Computers, LLC

3. **The obligations, expectations, and deliverables of the parties involved:** Digitech Computers, LLC to provide service, maintenance, and technical support to the billing service system used by New Orleans Emergency Medical Services.

4. **The duration of the contract:** Four (4) years beginning the date of 11/01/2025 and ending 10/31/2029

5. **The cost and any fiscal implications of the contract for the City:** The cost and maximum amount payable is $6,000,000 ($1,500,000 per year for 4 years)

6. **Describe disadvantaged business enterprise (DBE) participation:** This company has a DBE compliance form.

Reference: Council Rule 57 & City Code Section 70-10

MOTION

NO. M-25-457

CITY HALL: August 24, 2025

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans ("Code") requires that certain contracts providing for the aggregate expenditure of more than $1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the City Council; and

WHEREAS, Section 70-10 of the Code further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans' ("City") and Acadian Ambulance Service, Inc, desire to enter Amendment No. 3 to a Professional Services Agreement for ambulance services, to extend the contract for an additional one (1) year with an additional compensation of $500,000.00 for aggregate amount of $2,550,000.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No.3 to the Professional Services Agreement between the City and Acadian Ambulance Service, Inc.; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No.3 to the Professional Services Agreement between the City of New Orleans and Acadian Ambulance Service, Inc., as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC

THIS THIRD AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Acadian Ambulance Service of New Orleans, LLC, represented by Timothy J. Burke (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,"** and collectively, as the "**Parties**." The Amendment is effective as of January 1, 2026 (the "**Effective Date**").

RECITALS

WHEREAS, on December 9, 2022, the City issued Request for Proposals No. 2695, seeking qualified persons to provide supplemental emergency ambulance services to the City of New Orleans' Emergency Medical Services (the "**RFP**"); and

WHEREAS, the Contractor submitted a proposal, dated December 21, 2022, and the City selected the Contractor to perform the professional services described in the RFP; and

WHEREAS, on January 1, 2023, the City and the Contractor entered into a professional services agreement for ambulance services (the "**Agreement**"); and

WHEREAS, on January 1, 2024, the City and the Contractor amended the Agreement for the first time to extend the term of the Agreement, to reaffirm the price proposal submitted to the RFP, to increase the Agreement's compensation, and to modify certain terms and conditions for continuity of services ("**First Amendment**"); and

WHEREAS, on January 1, 2025, the City and the Contractor amended the Agreement for the second time to extend the term of the Agreement, to reaffirm the price proposal submitted to the RFP, to increase the Agreement's compensation, and to modify certain terms and conditions for continuity of services ("**Second Amendment**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement's term for an additional one (1) year and to reaffirm the price proposal submitted by the Contractor in response to the City's RFP; and

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension***. In accordance with Article V, Section (B) of the Agreement, the term is extended for an additional one (1) year from the Effective Date through December 31, 2026.

2. ***Price*****.** The price provision in Article IV, Section (A)(1) of the Agreement shall be deleted in its entirety and replaced with the following: The City will pay Contractor in accordance with the rates submitted in the revised Contractor's Pricing Table, attached hereto as Exhibit "B."

3. ***Maximum Compensation***. In accordance with Article IV, Section (B) of the Agreement, the lifetime aggregate amount payable under the Agreement in its entirety will remain at **$2,550,000.00.**

a. Contractor will inform the City when there is twenty percent (20%) of the total contract compensation remaining in the current term. The City will use its best efforts to obtain additional funding to continue the services under the Agreement and warrants that it will not request services under the Agreement if funding is not available to compensate the Contractor.

4. ***Special Conditions for FEMA Contracts.*** The "Special Conditions for FEMA Contracts," attached as Exhibit "A" to this Amendment, are expressly incorporated and will become effective immediately if the City has indicated that it will or may seek reimbursement from FEMA in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement from FEMA in connection with the work to be performed under this Amendment.

5. ***Convicted Felon Statement***. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under State or Federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

6. ***Non-Solicitation Statement***. The Contractor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. ***Prior Terms Binding***. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

8. ***Counterparts***. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

9. ***Electronic Signature and Delivery***. The Parties agree that a signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGES]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025.**

BY: _____
CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC

BY: _____
TIMOTHY J. BURKE, CPA, CGMA,
FACHE REGIONAL VICE PRESIDENT

_____
FEDERAL TAX I.D.

[EXHIBIT "A" ON NEXT PAGES]

EXHIBIT A

Special Conditions For FEMA Contracts

This Contract may be subject to FEMA reimbursement. Notwithstanding any provision of the Contract to the contrary, the following terms and conditions will apply:

A. *Termination for Cause*:

The City and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other Party of its intent to terminate and the reasons, therefore. If the termination for cause is subsequently challenged in a court of law and if the Challenging Party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the Challenging Party and no further notice shall be required.

B. *Termination for Convenience*:

The Parties shall have the right to terminate this Contract without cause by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that a Party elects to terminate for convenience, the City shall be obligated to pay the Contractor only for those services performed in accordance with Article I of the Contract up to and through the date of termination.

C. *Records Retention and Access*:

The Contractor shall grant the City, the State of Louisiana, the Federal Emergency Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract for the purpose of making audit examination excerpts. The Contractor shall retain all required records for five (5) years from the Contract's expiration or until such time as: **(1)** the State of Louisiana or the City makes final payments, or **(2)** all other pending matters related to the Contract are closed, whichever is later.

D. *Compliance with Applicable Laws and Regulations*:

As applicable, the Contractor shall comply with each of the following, all of which are incorporated herein by reference:

1. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

3. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

4. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

5. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

6. Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. Any and all applicable requirements as required by Federal Uniform Administrative Requirements (Appendix II to 2 CFR Part 200).

E. ***Debarment, Suspension, and Ineligibility*:**

The Contractor represents and warrants that it and its sub-contractors are not debarred, suspended, or placed in ineligibility status in the System for Award Management ("**SAM**") in accordance with the applicable OMB guidelines relating to government debarment and suspension regulations.

F. ***Remedies and Sanctions Against Contractor's Default*:**

The City retains all rights and recourse under Louisiana law to enforce this Contract or recover damages in connection with any Contractor breach or violation hereof.

EXHIBIT B

Pricing Table

Scope of Work 1 – ALS

- Cost per Truck: $2,760.00*
- Cost per Hour: $230.00

Scope of Work 2 – BLS

- Cost per Truck: $2,280.00*
- Cost per Hour: $190.00

** "Cost per Truck" rate is based on an assumed 12-hour shift and represents the "Cost per Hour" rate multiplied by 12. For all shifts, including those which may be shorter or longer, the listed "Cost per Hour" rate will be billed for each hour worked.*

2036

Calendar No. (Rev)
(Exp)

Name Christina Magee Ext. 82743
Person responsible for routing

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To authorize the City of New Orleans' Mayor and City Council President to enter into the third amendment between the City and Acadian Ambulance Service, Inc. that has a term of one year, a yearly value of $500,000.00 and an aggregate total of $2,550,000.00.

1. WSalmeron - W. Salmeron, Chief
Department Head

2. _____
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____

_____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3

CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans EMS

Name of Contact Person: Christina Magee

Telephone Number: (504) 658-2743

Email Address: clmagee@nola.gov

Initials of Sponsoring Councilmember(s):

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To authorize the Mayor and City Council President to enter into an third Amendment to the Emergency Contract with Acadian Ambulance Service, Inc. for ambulance services.
2. **The parties involved:** The City of New Orleans, New Orleans EMS, and Acadian Ambulance Service, Inc.
3. **The obligations, expectations, and deliverables of the parties involved:** Acadian Ambulance Service, Inc. has provided emergency ambulance services since August 1, 2020 to supplement the needs of New Orleans EMS's treatment of emergency patients throughout the City.
4. **The duration of the contract:** January 1, 2026 through December 31, 2026
5. **The cost and any fiscal implications of the contract for the City:** The lifetime maximum amount payable for the life of the contract is $2,550,000.00.
6. **Describe disadvantaged business enterprise (DBE) participation:** Acadian Ambulance Service, Inc. is currently the only provider of ambulance services in the City of New Orleans.

Reference: Council Rule 57 & City Code Section 70-10

MOTION

NO. M-25-459

CITY HALL: August 21, 2025

BY: COUNCILMEMBERS GIARRUSSO, MORRELL, MORENO, HARRIS, KING, GREEN AND THOMAS

WHEREAS, the City Council initiated a lawsuit (*Council for the City of New Orleans v. Edward Wisner Donation, et al*, Civ. Dist. Ct. No. 2022-6765) to nullify the purported 2020 extension of the expired Wisner Trust and affirm that the City of New Orleans is the sole owner of all the property held in the trust; and

WHEREAS, in the course of litigation disputes between the Council and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU") and Edwin Murray, Vice Chancellor for Governmental Security and Community Affairs and Louisiana State University Health New Orleans in his capacity as a member of the Wisner Trust Management Board ("Murray") arose regarding ownership of lands described in the Wisner Trust and donated to the City, including related revenues, sales proceeds, and tax refunds or overpayments; and

WHEREAS, the City Council, LSU and Murray desire to settle their disputes without further litigation and have negotiated agreeable terms for a settlement agreement; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council is hereby authorized to execute the Settlement Agreement, by and between the City Council, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and Edwin Murray, in his capacity as a member of the Wisner Trust Management Board and as a defendant in the lawsuit styled *Council for the City of New Orleans v. Edward Wisner Donation, et al*, No. 2022-6765, attached hereto as Exhibit "A".

BE IT FURTHER MOVED, That the Clerk of Council is hereby directed to forward certified copies of this motion to the Council Chief of Staff for delivery to the parties to the Settlement Agreement.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:
YEAS:
NAYS:
ABSENT:
RECUSED:
AND THE MOTION WAS ADOPTED.

SETTLEMENT AGREEMENT

This Agreement ("Settlement Agreement") is entered into by and between the Council for the City of New Orleans ("Council"), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), and Edwin Murray, JD, Vice Chancellor for Governmental, Community and Security Affairs at LSU Health New Orleans, in his capacity as a member of the Wisner Trust Management Board and as a defendant in the Wisner Lawsuit as defined below ("Murray", and together with the Council and LSU, collectively, the "Parties"). This Agreement shall be effective on the date the budget ordinance described herein becomes the law (“Effective Date”). This Agreement provides the terms under which the Parties agree to settle their disputes arising out of the Edward Wisner 1914 Act of Donation ("Wisner Trust"), the 1929 Act of Compromise and Judgement ("1929 Compromise"), the 2020 Ratification Extension, Modification and Amendment of the August 4, 1914 Edward Wisner Donation ("2020 Agreement") and the lawsuit styled *Council for the City of New Orleans v. Edward Wisner Donation, et al*, No. 2022-6765, pending in the Civil District Court for the Parish of Orleans ("Wisner Lawsuit") (collectively, "Wisner Trust Dispute").

WHEREAS, the Council has asserted claims in the Wisner Lawsuit against LSU, Murray, and other defendants;

WHEREAS, disputes between the Council and LSU among others, have arisen regarding the ownership of lands described in and donated to the City of New Orleans (the "City") by Edward Wisner Act of Donation dated August 4, 1914, which is incorporated herein and attached as Exhibit "A", and revenues and sales proceeds derived therefrom, and tax refunds or overpayments (collectively “Wisner Lands”), and the validity of the 2020 Agreement purporting to ratify, extend, modify the expired Wisner Trust, extending it forever;

WHEREAS, the Wisner Lawsuit was initiated by the Council's filing on July 29, 2022 of a petition for declaratory judgment and injunctive relief, followed by the filing on June 11, 2024 of a first amended and superseding petition seeking a declaratory judgment regarding these issues, injunctive relief and damages to recover revenues the Council claims were wrongfully distributed subsequent to August 4, 2014; and

WHEREAS, the Parties have agreed that it is in their best interests to settle their differences arising out of the Wisner Trust Dispute without further litigation;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **The Settlement Consideration.**

The settlement consideration exchanged by, between, and among the Parties hereto consists of the following:

(a) **By the Council.**

(i) As of the Effective Date, the Council hereby releases and discharges Murray, LSU, LSU's employees, and attorneys from any and all claims, demands, actions, or liabilities of any kind, whether known or unknown, that the Council has or may have against LSU or Murray for claims relating to or arising from LSU's alleged share or interest, if any, in the Wisner Trust, Wisner Lands and distributions or revenues actually received by LSU and derived from the Wisner Lands since August 4, 2014. Notwithstanding the foregoing and except as to distributions or revenues which were already paid to and received by LSU as of the Effective Date, the Parties agree that the Council is not releasing its claims against LSU for its alleged share of revenues from the Wisner Trust earned in 2023, 2024, and

2025, and in the future, including but not limited to those currently accumulated and held by the Wisner Trust pursuant to the preliminary injunction entered on September 22, 2022; tax refunds or overpayments for federal and state taxes paid on revenues related to the Wisner Trust earned during the years 2023, 2024, and 2025, and in the future, and any future years; and other funds accumulated and held by the Wisner Trust as of the Effective Date that are allocated to the alleged 12% interest attributed to LSU. The Council and LSU expressly agree that LSU may retain all distributions or revenues from the Wisner Trust or arising from the Wisner Lands which were already paid to and received by LSU as of the Effective Date of this Settlement Agreement.

(ii) Within seven (7) days of the Effective Date, the Council agrees to file a joint motion to dismiss its claims against LSU and Murray in the Wisner Lawsuit for declaratory judgment, injunctive relief, and damages, reserving to the Council all claims and demands made by it with respect to other defendants in the Wisner lawsuit. The joint motion to dismiss shall be in the form attached hereto at Exhibit B. Within seven (7) days of the Effective Date, LSU will also dismiss with prejudice its devolutive appeal in the Wisner Lawsuit of the

May 23, 2025, Judgment and Reasons which was certified as a Final Judgment on June 13, 2025.

(iii) The Council shall introduce with voting thereafter as permitted by law, a budget ordinance, allocating a five-million-dollar ($5M) appropriation to LSU or its affiliate to support LSU's investment in LSU Downtown, (which, for the purposes of this Settlement Agreement, means property owned, occupied, or operated by LSU in downtown New Orleans), conditioned upon LSU's, or its affiliate's agreement to expend all appropriated funds on capital expenditures for LSU Downtown within the thirty-six (36) month period commencing on January 1, 2026. The budget ordinance allocation shall remain in effect until the five-million-dollar appropriation is paid in full to LSU or its affiliates. If the five-million-dollar appropriation ($5 million) is not paid to LSU by December 31, 2025, and the Parties have not agreed to an extension of the deadline, LSU may file a motion to enforce the settlement, to require LSU be paid the $5 million. The Council will join in the request to the Court to enforce the settlement to pay LSU.

(b) **By LSU.**

(i) As of the Effective Date, LSU hereby fully and forever releases, waives, and discharges any and all claims, rights or interests it may have in the expired Wisner Trust, any other trust or purported trust comprised of all or any part of the Wisner Lands, ownership of any part of the Wisner Lands, and revenues generated therefrom, including LSU's alleged share of any accumulated, undistributed revenues, and all future revenues or sales proceeds derived therefrom, and/or tax refunds or overpayments relating to federal and state tax payments made by the Wisner Trust in respect of income earned in 2023, 2024, 2025, and other future tax payments, if any. The foregoing release does not include any and all distributions or revenues from the Wisner Trust or arising from the Wisner Lands which were already paid to and received by LSU as of the Effective Date and LSU may retain such distributions. LSU further fully and forever releases, waives and discharges any and all claims or demands arising out of the Wisner Trust Dispute it has and may have against the Council, its employees, Council Members, Council Members' staff and the Council's attorneys.

(ii) In further consideration of the Council's Releases, effective as of the Effective Date, LSU hereby forever transfers, assigns, conveys, and quitclaims to the City of New Orleans all right, title, and interest owned, or claimed to be owned by LSU, in and to the Wisner Trust or Wisner Lands ("the Transfer and Assignment"). The Transfer and Assignment includes the transfer by LSU to the City of LSU's rights, if any: (1) to its portion of future revenues generated after the Effective Date; (2) revenues accumulated and held by the Wisner Trust pursuant to the preliminary injunction entered by the court in the Wisner Lawsuit on September 29, 2022; (3) monies recovered by the Wisner Trust or LSU, as alleged beneficiary, in the form of refunds or overpayments of federal or state taxes; and (4) other undistributed funds, if any, comprising part of the 12% interest in the Wisner Trust claimed by LSU as of the Effective Date.

In addition, to effectuate the Transfer and Assignment to the City described above, within seven (7) days of the Effective Date, a quitclaim deed, in the form of Exhibit C, will be executed by LSU and recorded in the conveyance records in the Parishes of Lafourche, St. John, and Jefferson; and LSU will direct all relevant persons to pay the City as of the Effective Date any and all revenues,

sales proceeds, refunds, or overpayments attributed to LSU's alleged 12% interest.

(iii) Promptly on the occurrence of the Effective Date, Murray shall tender his resignation to the Wisner Trust Management Board and immediately appoint as his replacement the Council President or Budget Committee Chair in the same tender letter.

2. Cooperation Obligation by LSU Relating to Approval of Transfer and Assignment.

(a) In order to avoid any dispute regarding the effectiveness of this Settlement Agreement, and/or the Transfer and Assignment, LSU agrees promptly and in good faith to apply to the Wisner Trust Management Board, if in existence, for its approval of the Transfer and Assignment to the City of LSU's interest, if any, in the Wisner Trust and the Wisner Lands, in accordance with the provisions of the purported 2020 Agreement and the bylaws of the Wisner Trust Management Board, as written. LSU shall make the application for approval not later than ten (10) days following the Effective Date.

(b) LSU promptly shall advise the Council of any and all responses by the Wisner Trust Management Board to LSU's request for approval.

LSU agrees to respond promptly to any inquiries or requests for information by the Wisner Trust Management Board in connection with the Transfer and Assignment and promptly shall provide to the Wisner Trust Management Board all documentation or information reasonably necessary to support the approval application and will keep the Council informed of the progress of the application for approval.

(c) In the event that LSU's request for approval of the Transfer by the Wisner Trust Management Board is not obtained within seven days of LSU's request, LSU promptly shall advise the Council, and in good faith and with due diligence, shall promptly take such additional actions as may be reasonably necessary to address the basis for the non-approval, including but not limited to supplementing the request, providing additional information, engaging in discussions to seek reconsideration or resubmission, and supporting the Council's legal efforts, if any, regarding the requested approval.

The preceding cooperation obligation of LSU shall continue until (i) approval of the transfer by the Wisner Trust Management Board

is obtained, or (ii) the Parties mutually agree in writing that the approval is no longer needed or (iii) the effort to obtain it is abandoned by the Council.

(d) Should the Transfer and Assignment to the City not be fully effective for any reason, LSU will have an affirmative duty to fully cooperate, support and join in the Council's efforts to obtain a judicial declaration of the City's ownership of its alleged interest, including to recover amounts attributable to LSU's alleged 12% interest. Regardless of any rulings related to the Wisner Trust, or any trust comprised of any part of the Wisner Lands, the Wisner Lands or the Wisner Trust Dispute, LSU further agrees that if it receives any distribution of any kind generated by the Wisner Lands, sales proceeds from all or part of the Wisner Lands, or tax refunds or overpayments, LSU agrees to pay to the City the full amount of any distributions of such revenues or sales proceeds generated by the Wisner Lands, and/or refunds or overpayments of federal and state taxes attributable to LSU's alleged 12% interest received by LSU. LSU agrees promptly to advise the Council of any and all distributions of revenues or tax refunds or overpayments received by it, and to transfer all such revenues, tax refunds or overpayments

to the City within fourteen (14) days of receipt of any and all such revenues, refunds or overpayments.

3. <u>Non-Participation Obligation.</u>

LSU and Murray agree that, beginning on the Effective Date of this Settlement Agreement, they shall not assist, aid, advise, consult, cooperate, or otherwise participate in any way, directly or indirectly, in the defense of any remaining defendant(s) in the Wisner Lawsuit. This includes, but is not limited to, providing information, documents, testimony (except as required by law, subpoena, or court order), strategy, or support of any kind.

LSU and Murray further agree not to voluntarily provide any testimony declarations, or affidavits in support of any remaining defendant(s) in the Wisner Lawsuit, except as required by subpoena or court order. In the event of receipt of a subpoena or court order, LSU and Murray shall promptly notify the Council and provide a copy of the subpoena or order; *provided that* performance of any service consisting of consultation, reports, testimony, or other expert work by a member (other than Murray himself) of the faculty or staff of LSU pursuant to a professional services engagement agreement, independent of LSU and not in any manner representing LSU, with any of the remaining defendants in the Wisner

Lawsuit shall *not* constitute a breach by LSU or Murray of their Non-Participation Obligation hereunder.

The Parties agree that any breach of LSU's Cooperation and Non-Participation Obligation shall entitle the Council to seek injunctive relief prohibiting the violative conduct, in addition to any other remedies available at law or in equity.

4. Non-Disparagement.

The Parties agree that they shall not, and shall cause their respective officers, directors, employees, agents, representatives, successors, and assigns not to, make or publish any statement, written or oral, in any forum regarding the Wisner Trust Dispute, the Wisner Lawsuit or this Settlement Agreement or to any third party, that defames, disparages, or otherwise reflects negatively upon the other Party, its affiliates, or any of their respective current or former directors, officers, employees, agents, or representatives.

This mutual non-disparagement obligation applies to statements made publicly or privately, including but not limited to communications through the press, social media, blogs, online forums, or other public or private communications channels.

5. **Governing Law.**

This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

6. **Authority to Execute this Settlement Agreement.**

Each of the persons executing this Settlement Agreement on behalf of the respective Parties hereto represents and warrants that he or she is duly authorized to execute and deliver the Settlement Agreement on behalf of that Party. In particular, Council President J.P. Morrell is authorized to sign this Settlement Agreement on behalf of the Council as evidenced by the resolution of the Council adopted on August 21, 2025, a copy of which is attached hereto.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates set forth below and effective as of the Effective Date.

Council for the City of New Orleans

By: _____

_____

Date:_____

Louisiana State University

By: _____
Matt Lee

_____
Title: Interim President
Date:

Edwin Murray, JD, in his capacity as a Vice Chancellor for Governmental, Community and Security Affairs at LSU Health New Orleans, representative of Louisiana State University and as a defendant in the Wisner Lawsuit

Date:_____

new orleans health department

Advocate Initiated Response Program 2024 Report

Jocelyn Pinkerton, DV/SA Program Manager
Jennifer Hunt, DV Projects Specialist

» August 21, 2025

Domestic Violence & Sexual Assault Program Overview

Under the Office of Violence Prevention, NOHD's DV/SA Program works to coordinate the City's response to domestic and sexual violence. We offer training, technical assistance, and resource coordination for community partners and the criminal legal system, and advocate for survivor safety. Programs include:

- **Advocacy Initiated Response Program (AIR)**
- New Orleans Domestic Abuse Fatality Review Team
- Mayor's Domestic Violence Working Group and Sexual Violence Response Advisory Committee
- Domestic Violence and Sexual Assault Multi-Disciplinary Teams
- Domestic Violence and Sexual Assault Action Coalition for providers
- Domestic Violence Prevention Program for Children Ages 0-5

Office of Violence Prevention

Advocacy Initiated Response (AIR) is a crucial component of community violence intervention within the ecosystem of Office of Violence Prevention (OVP):

- engaging with families and communities
- providing linkages to community-based resources
- preventing escalation
- breaking cycles of violence

Domestic Violence in New Orleans

DV is the #1 reason New Orleanians call 911 for law enforcement.

On Average, NOPD receives 32 DV-related incidents a day.

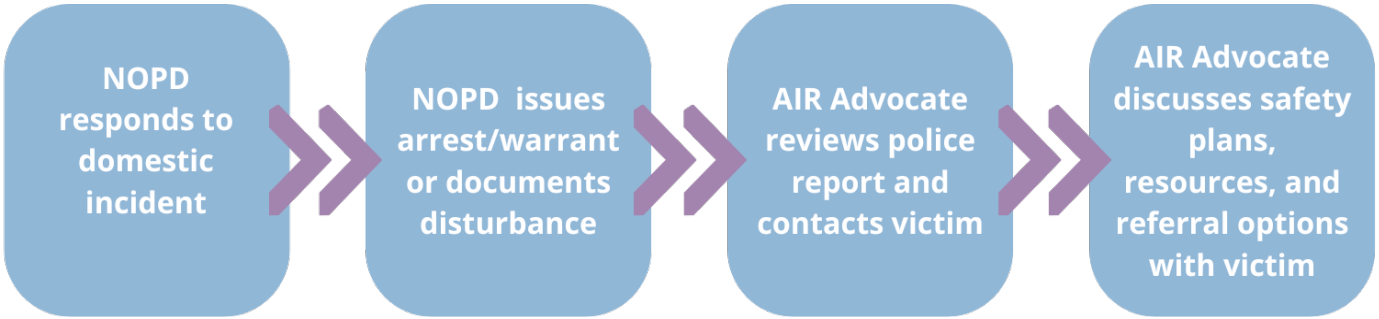
Since 2020, at least 83 people have lost their lives to domestic violence in Orleans Parish.

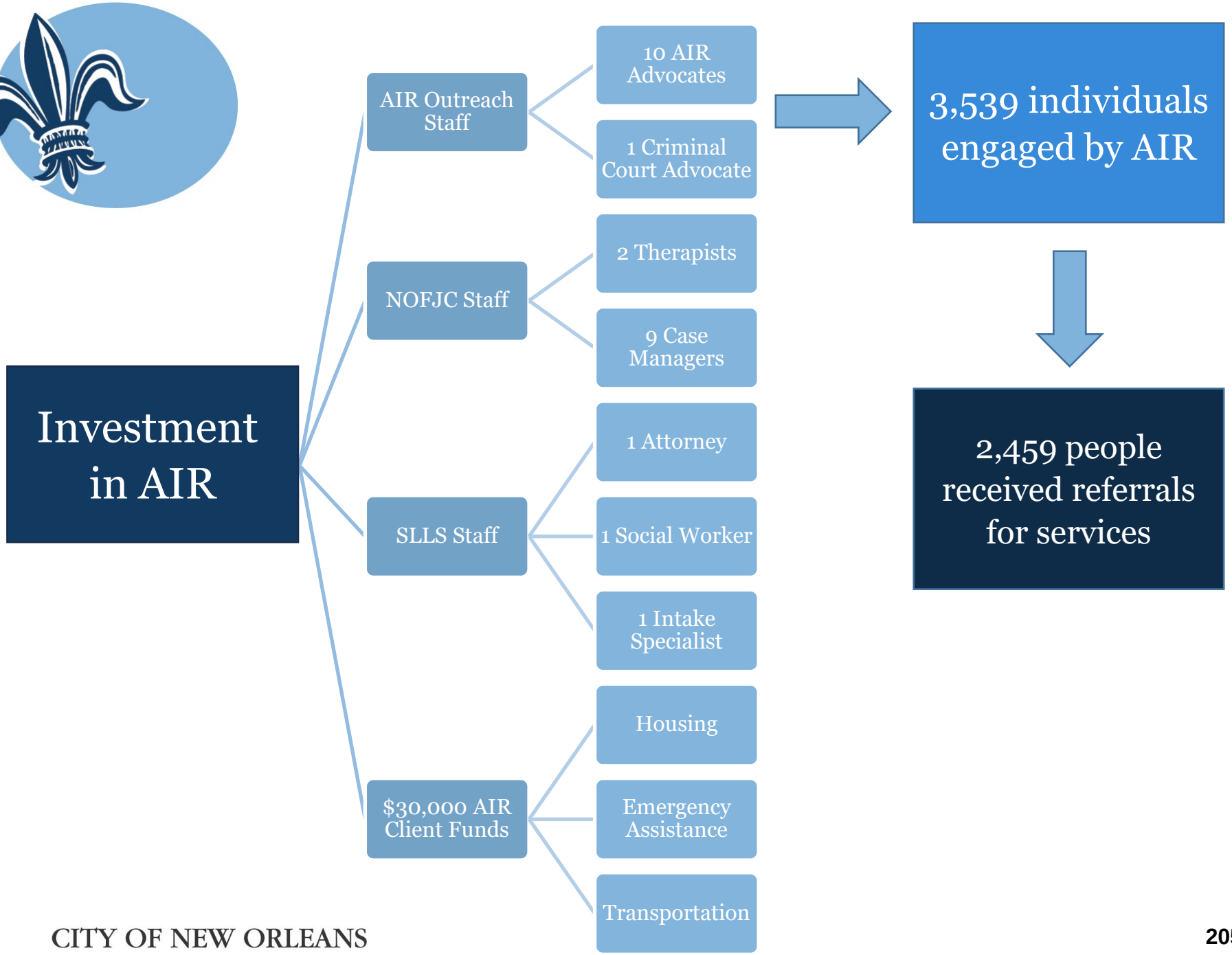
In 2024, 4,253 domestic crimes and 7,380 domestic disturbances were referred to AIR by NOPD.

AIR: Responding to a Need

The AIR program is an **intervention for domestic violence** to increase victim safety, provide linkages to resources, and disrupt violence in the community.

Program Objectives: Increase safety for victims, support families in addressing underlying causes of DV incidents, reduce rates of repeat calls to NOPD by providing alternative resources




Investment in AIR
AIR Outreach Staff
10 AIR Advocates
1 Criminal Court Advocate
NOFJC Staff
2 Therapists
9 Case Managers
SLLS Staff
1 Attorney
1 Social Worker
1 Intake Specialist
$30,000 AIR Client Funds
Housing
Emergency Assistance
Transportation
3,539 individuals engaged by AIR
2,459 people received referrals for services

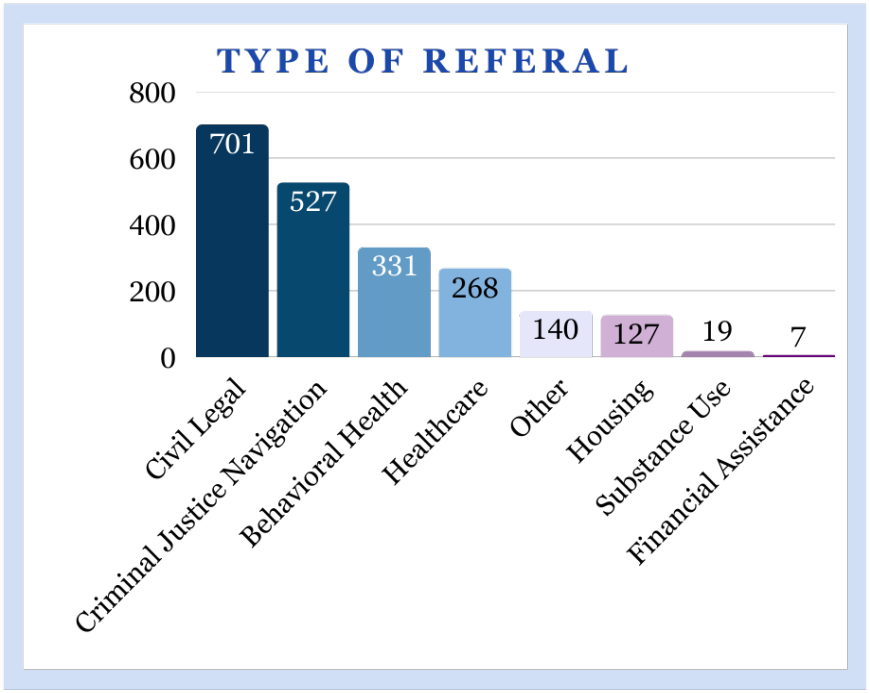
AIR Outcomes: Contacts and Referrals

Contacts:

- 7,754 (67%) of incidents had sufficient information and could be contacted
- 62% of AIR contacts were made within 72 hours of the incident
- **3,539 (45%) of victims contacted spoke with an AIR advocate**
- Only 2% of those successfully contacted declined AIR Advocacy

Referrals:

- **68% of people who spoke with an AIR advocate accepted at least one referral for services**
- AIR provided 6,690 referrals to 2,459 people

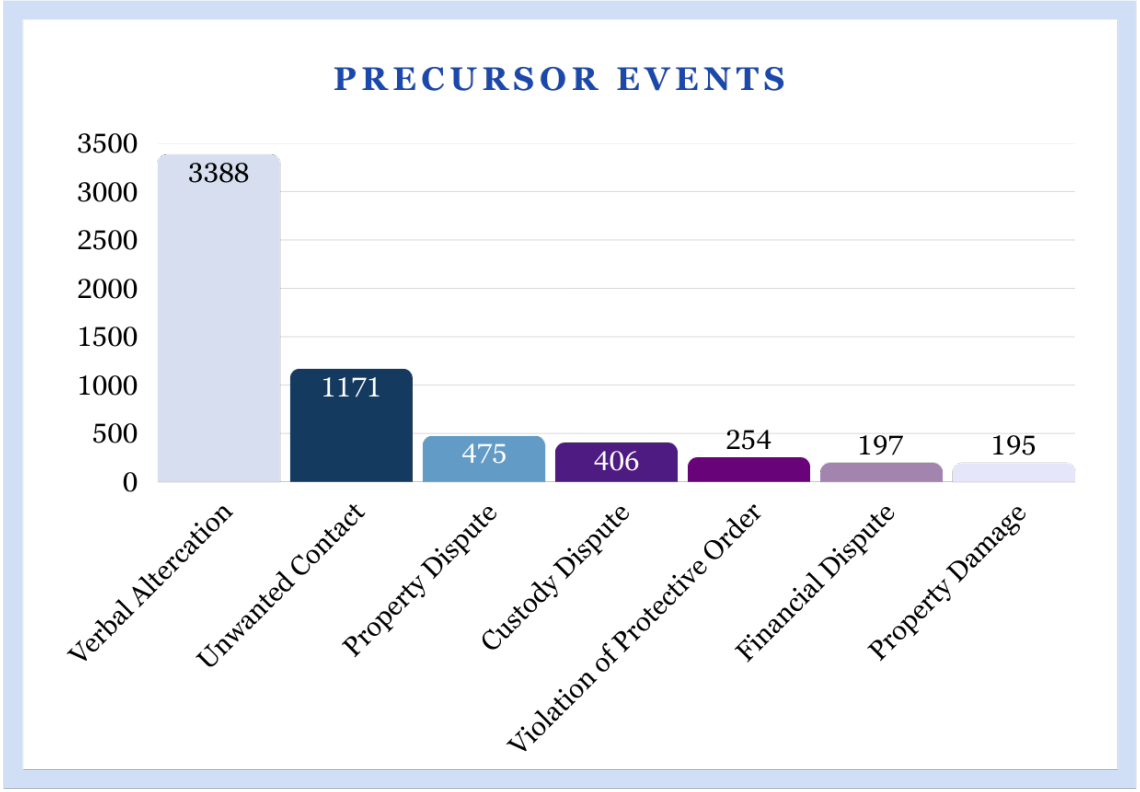


4,570 referrals were to the New Orleans Family Justice Center, which is designed to function as an umbrella referral providing many types of support through one access point.

Learning from AIR: Data-driven Prevention and Intervention

AIR Findings: Precursors

AIR Advocates seek to understand the events leading up to DV-related incidents to inform safety planning discussions with victims and prevention initiatives for the community.



AIR Prevention Strategies

In 41% of incidents, a **verbal altercation** prompted the victim's call to NOPD

- AIR intervenes early and seeks to prevent conflict from escalating into violence by contacting victims of domestic disturbances and offering support, safety planning, and resources referrals.

Unwanted contact accounted for 17% of all DV-related calls in 2024

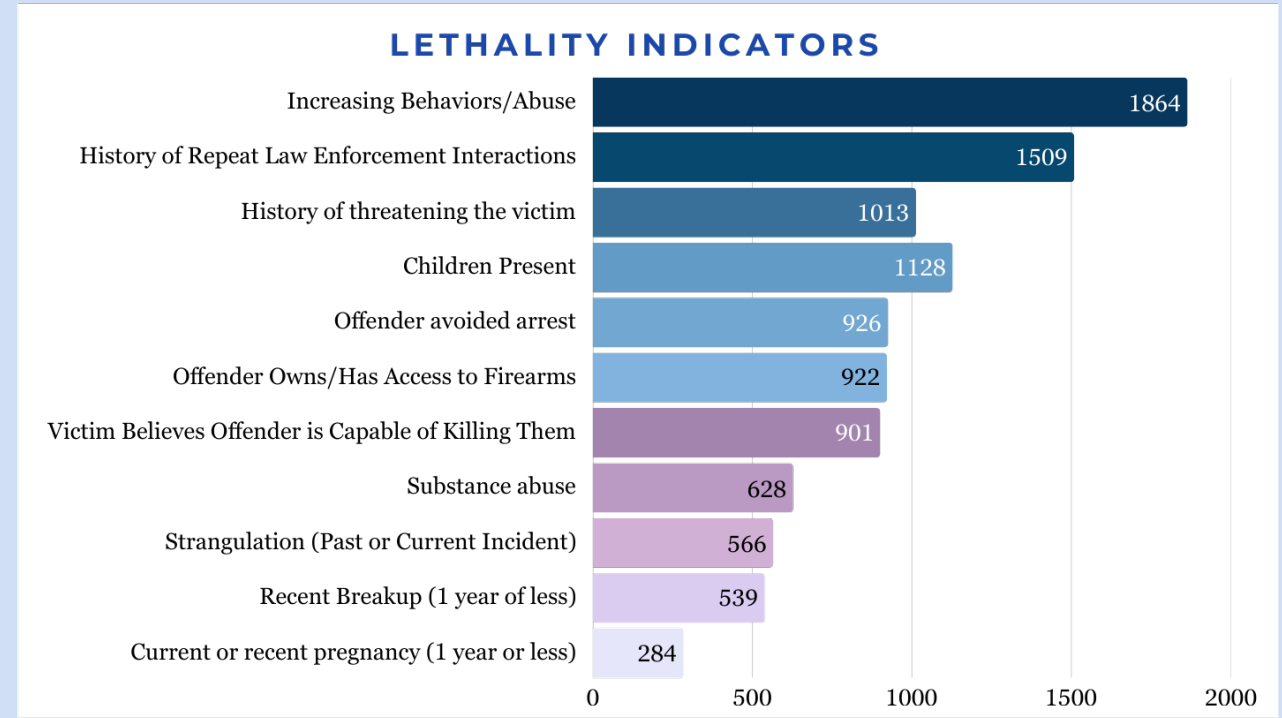
- AIR created and hired a Criminal District Court Advocate position designed to help victims navigate first appearance hearings and access protective orders

10% of all DV incidents stemmed from **civil legal issues** like custody, property, or financial disputes

- AIR secured additional funding to expand Southeast Louisiana Legal Services programs, which support clients to secure protective orders, divorces, child custody, and safe housing

AIR Findings: Lethality Factors

In 5,207 incidents, advocates identified one or more factors associated with increased risks of lethality, and in **72%** of these incidents, advocates identified a previous history of domestic violence or histories of domestic disturbances.



AIR Intervention Strategies

- **Risk Factors for Addressing Escalation**
  - History of domestic disturbances
  - History of repeated law enforcement intervention
  - Avoided arrest
  - Escalating behavior

→ AIR High Risk Intervention Protocol

- In 17% of incidents, the offender owned or had **access to a firearm**
- Risk of death is 5x greater in DV situations when a gun is present

→ OVP leads the City's initiatives related to community violence prevention and gun safety

- **Strangulation** was identified as a risk factor in 10% of incidents
- Strangled women are 7.5x more likely to be murdered
- 28% of NODAFR suspects in 2021 had a history of strangling 1 or more partner

→ DV Working Group Coordinated Strangulation Incident Protocol

Client Success Story

Contact Information

- **Jennifer Hunt, DV Projects Specialist**
  - Jennifer.hunt@nola.gov
- **Jocelyn Pinkerton, DV/SA Program Manager**
  - Jocelyn.Pinkerton@nola.gov

https://nola.gov/health/domestic-violence-and-sexual-assault-program/

new orleans health department

Breastfeeding Awareness Month/ Maternal-Child Health Updates August 2025

Dr. Jennifer Avegno, Meshawn Siddiq and Jeanie Donovan » 8/21/2025

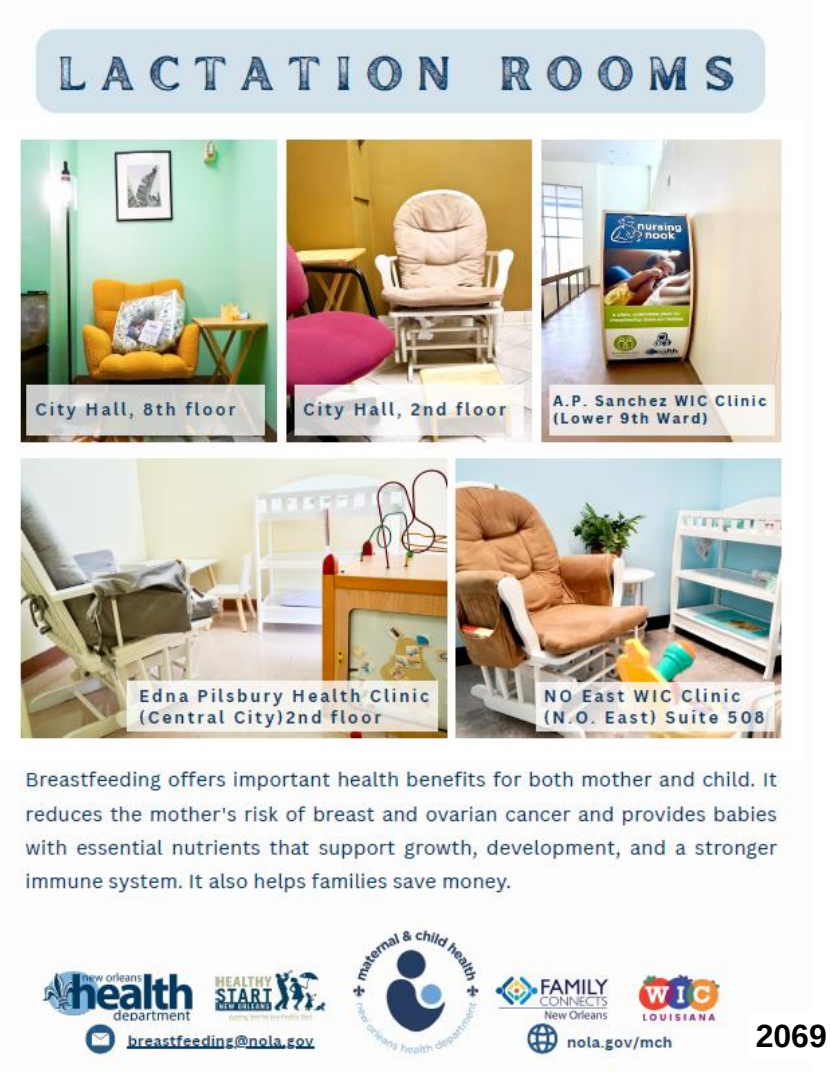
Benefits of Breastfeeding & Policy Updates

- **Breastfeeding is optimal form of nutrition for infants**
  - Breastfed babies have a lower risk of asthma, obesity, type 1 diabetes, and sudden infant death syndrome.
  - Breastfeeding can reduce the mother's risk of breast and ovarian cancer, type 2 diabetes, and high blood pressure
- **American College of Obstetricians and Pediatricians and American Academy of Pediatrics and more recommend**
  - Infants should be exclusively breastfed for six months
- **PUMP Act (Dec 2022) expanded protections for pregnant nursing mothers in the workplace**
  - Reasonable break time
  - Private space to pump
- **CAO Policy No. 149 (June 2025) provides guidelines for City employees and supervisors re: PUMP Act protections**

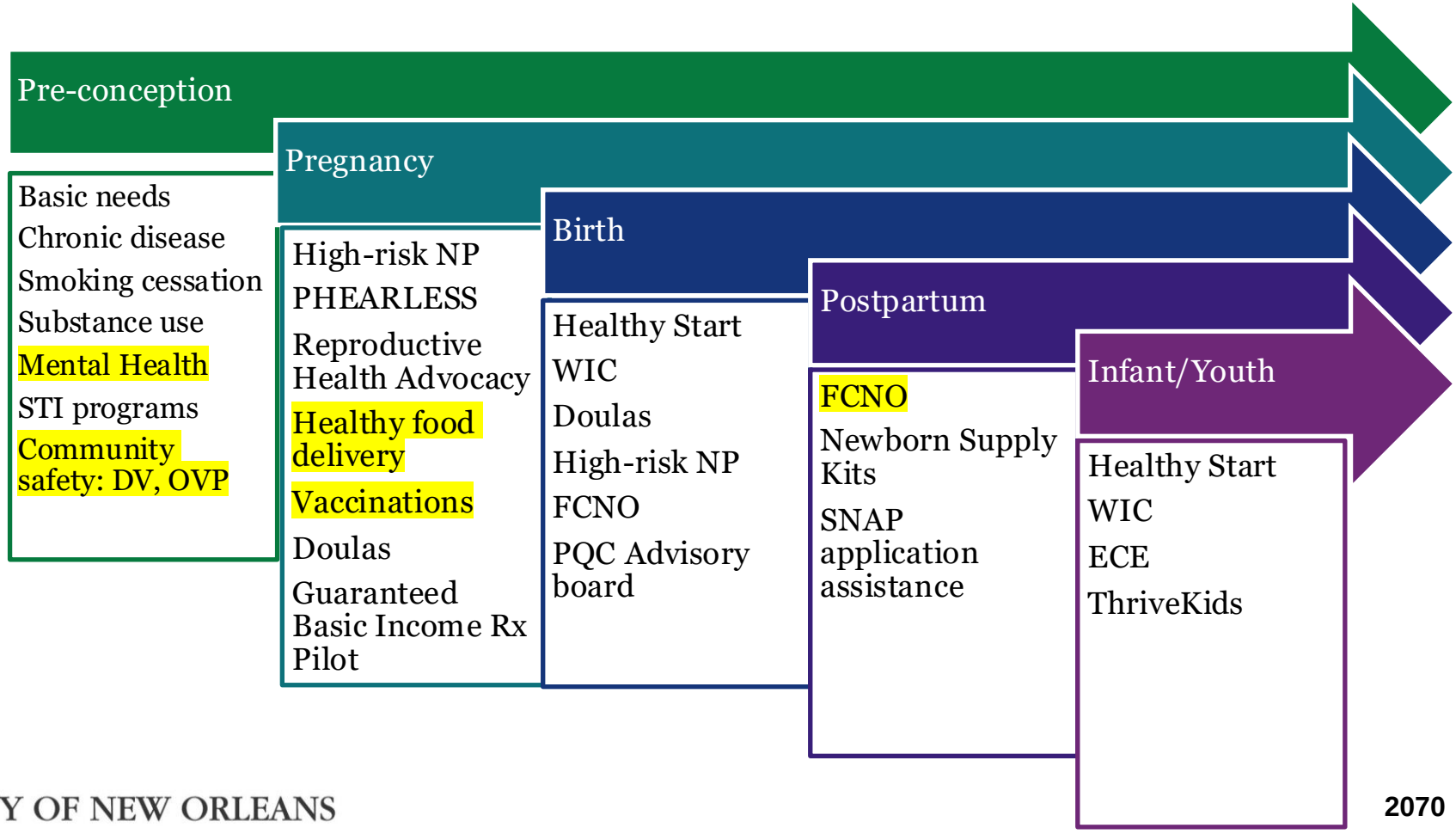
	National	Louisiana
Initiation	84.1%	71%
Exclusive at 6 months	24.9%	22.2%
Any breastfeeding at 12 Months	35.9%	24.2%

NEW amenities for City staff and visitors

- **NOHD has upgraded rooms at five locations**
  - 8th Floor at City Hall has breast pump and additional supplies for moms
  - 2nd floor at City Hall in progress
- Employees can request accommodations through supervisor, including access to a **place to pump** or a **movable lactation pod** from Property Management
- NOHD offering breastfeeding and education and support for all City employees
  - Email breastfeeding@nola.gov



NOHD's MCH Approach: Building a cohesive ecosystem of family support



Healthy Start New Orleans

- Provides **case management services** to families from conception through age 18 months.
- Federal HRSA grant funds: **$1.1 million/year**
- Services provided by Case Managers who received **specialized training** in doula care, breastfeeding and/or social work
- Addresses the Social Determinants of Health (transportation, economic insecurity, violence, diapers, car seats and other newborn essentials)
- **HSNO Percentage of infants ever breastfed - 88.3% (Louisiana 71%)**
- **HSNO Percent breastfeeding at 6 months: 51.7% (Louisiana 22.2%)**

2024 Individuals Served	
Pregnant	168
Infant	160
Child	280
Non – Pregnant	136
Men	22
Total	**766**

Women, Infant and Children (WIC) Program

- Supplemental Nutrition Program that provides **nutrition counseling, monthly vouchers for healthy foods, breastfeeding support** and education, breast pump and supplies for some
- Program recently celebrated 50 years
- City of New Orleans currently operates 3 of 4 sites
- NOHD received WIC Breastfeeding **Gold Star designation**
- **Over 25,000 food benefits issued per year**
- **Outcomes:**
  - Every dollar invested results in $2.48 health care **cost savings**
  - Children served by WIC generally have **healthier diets** that better fulfill nutritional requirements
  - Mothers who use peer counselors are more likely to start and continue **breastfeeding**
  - Increased fruit and veggie consumption

WIC LOUISIANA

Family Connects New Orleans

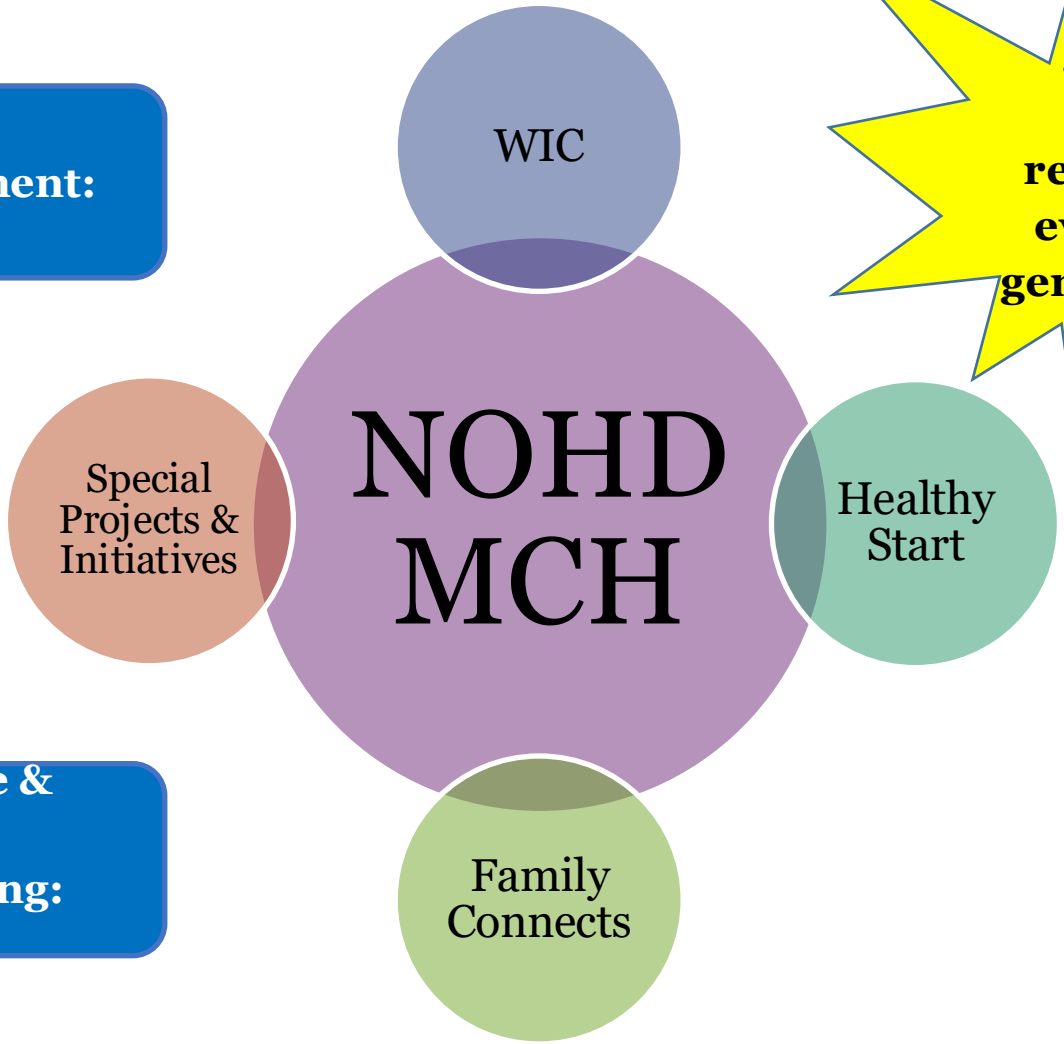
- Provides 1-3 **in-home nurse visits**, free of charge, to families of newborns up to 12 weeks old
- Family Connects utilizes a model to bring families, healthcare providers, and community agencies together to ensure parents have the tools needed to raise their child.
- Over **1,203 visits** since program established in 2023
- Early results:
  - **Reduced Medicaid costs for mom & baby through 9 months**
  - **Increased adherence to OB and peds visits**
  - **Increased early diagnosis of postpartum depression**
  - **Over 1,000 direct connections** to support and resources
- Statewide expansion
  - Insurance coverage
  - Projected for early 2027

FAMILY CONNECTS New Orleans

NOHD Core MCH Programs

City Annual Investment: $1.1M

$2.50 in outside revenue for every $1 in general funds



Federal, State & Private Annual Funding: $2.5M