RESOLUTION

NO. R-26-275

CITY HALL: <u>July 9, 2026</u>

BY: COUNCILMEMBERS MCCARRON, MORRELL, HARRIS AND GREEN

IN RE: RULEMAKING PROCEEDING TO ESTABLISH RULES FOR COMMUNITY SOLAR PROJECTS

DOCKET NO. UD-18-03

<u>RESOLUTION AND ORDER DIRECTING ENTERGY NEW ORLEANS, LLC TO IMPLEMENT A CONSOLIDATED BILLING PROGRAM FOR THE COMMUNITY SOLAR PROGRAM</u>

WHEREAS, pursuant to the Home Rule Charter of the City of New Orleans ("Charter"), the Council of the City of New Orleans ("Council") is the governmental body with the power of supervision, regulation and control over public utilities providing service within the City of New Orleans; and

WHEREAS, pursuant to its powers of supervision, regulation, and control over public utilities, the Council is responsible for fixing and changing rates and charges of public utilities and making all necessary rules and regulations governing the terms and conditions of service, and to govern applications for the fixing and changing of rates and charges for public utilities; and

WHEREAS, Entergy New Orleans, LLC ("ENO") is a public utility providing electric service to all of New Orleans; and

WHEREAS, to expand access to renewable energy resources for New Orleans, especially for those unable to install rooftop solar systems, the Council established rules for a community solar program ("Community Solar Rules") in Resolution R-19-111; and

WHEREAS, with extensive stakeholder participation, the Council has amended, clarified, and refined the Community Solar Rules through multiple resolutions, including R-19-390, R-22-

76, R-23-130, R-23-507, R-24-137, R-24-310, and R-24-571, to ensure that the program remains consistent with the public interest and protects non-participating ratepayers while avoiding undue financial harm or risk to the utility; and

WHEREAS, the Council has established certain guiding principles for the Community Solar Rules including:

1. The rules should be designed to allow customers to offset their own electric consumption, they should not be designed to allow customers to generate electricity for profit at the expense of their fellow ratepayers;

2. The rules should leave as much flexibility as possible for developers to design the community solar programs that they believe will be attractive to New Orleans citizens, consistent with the Council's responsibility to protect New Orleans citizens and to ensure the continued provision of safe, reliable, electric power to New Orleans at just and reasonable rates;

3. The rules should protect non-participating ratepayers from risks associated with the program. The risks borne by ratepayers participating in community solar projects should be limited to loss of funds that they commit to invest in a community solar project. All other risks (such as liability for accidental damage, risk of under subscription, etc.) should be borne by the developers; and

WHEREAS, consolidated billing is a service offered to electric customers whereby the customer is able to pay their subscription fee to a subscriber organization ("SO") through their electric bill. Under consolidated billing, the bill sent to the customer by the utility reflects both the credit the customer receives for the power put onto the grid by the SO and the customer's subscription fee, as well as the regular utility charges. The purpose of consolidated billing is to simplify customer participation, improve program transparency, reduce administrative costs for SOs, and enable developers to obtain financing through predictable revenue collection; and

WHEREAS, "Net Crediting Consolidated Billing" refers to the process by which the utility calculates allocated and net credits on a monthly basis for each subscriber, renders the net credit on the electric bill of the subscriber, and renders payment to the SO for its share of each allocated credit less the utility administrative fee. Under the Net Crediting Consolidated Billing option, a "Guaranteed Savings Rate" is the percentage of the total allocated Credit that will be used to calculate the monthly net credit for each subscriber and applied to their monthly electric bill; and

WHEREAS, the issue of implementing consolidated billing in the context of the Community Solar Rules in New Orleans was raised at the Council more than three years ago and the Council has provided numerous opportunities for the parties to participate and express their respective positions in support of, or in opposition to, consolidated billing; and

WHEREAS, many parties, including ENO, participated in the Council's procedural process by filing comments and reply comments on at least ten separate occasions, exchanging information through discovery, filing sworn testimony and post-testimony briefs, and participating in a Council-established technical conference for the purpose of gathering input from the parties on the issue of consolidated billing; and

WHEREAS, consolidated billing can be structured to protect non-participating electric customers from rate impacts associated with implementation and shield the utility from undue financial harm and risk; and

WHEREAS, with the appropriate protections and safeguards in place, consolidated billing can provide benefits to electric customers and can be adopted in a manner that is in the public interest; and

WHEREAS, in Resolution No. R-24-310, the Council directed ENO to submit a proposal for implementing a consolidated billing program for community solar generating facilities ("CSG Facilities"), allowing subscribers to receive bill credits and pay subscription fees through a single ENO bill; and

WHEREAS, after multiple procedural deadline extensions and stakeholder comments, on October 24, 2025, the utility advisors to the Council ("Advisors") filed their Advisors' report regarding consolidated billing ("Advisors' Report") recommending a net crediting consolidated billing structure and providing a redline of the changes the Advisors recommended the Council make to the Community Solar Rules if the Council decided to adopt net crediting consolidated billing; and

WHEREAS, the Advisors noted that consolidated billing could be adopted in a manner that is consistent with the public interest and implemented in accordance with decades of legally established Council utility regulatory practice and applicable law when properly structured; and

WHEREAS, on November 25, 2025, after receiving numerous rounds of written comments spanning several years on whether consolidated billing should be adopted, ENO filed a *Motion and Incorporated Memorandum to Amend the Procedural Schedule and Request an Evidentiary Hearing Regarding Consolidated Billing* seeking an opportunity to "create an evidentiary record and have a full evidentiary hearing such that the Council can determine the public interest and other threshold issues"[1]; and

[1] ENO motion at 25.

WHEREAS, Together New Orleans ("TNO") filed an opposition to ENO's motion on behalf of several other intervenors arguing that ENO had already "been afforded ample procedural opportunity through a transparent, multi-year rulemaking process" which included discovery, a technical conference, multiple rounds of written filings and a comprehensive Advisors' Report[2]; and

WHEREAS, although the Hearing Officer was not entirely convinced that ENO was due any additional process, in an abundance of caution, some additional evidentiary process was provided to satisfy ENO's due process concerns; and

WHEREAS, the additional evidentiary process included opportunities for the parties and the Advisors to conduct further discovery, file written, sworn testimony, and submit post-testimony briefs and reply briefs; and

WHEREAS, in the additional evidentiary process, ENO witnesses argued that implementing consolidated billing for the New Orleans community solar program would not serve the public interest.[3] Several drawbacks to consolidated billing for community solar identified by ENO and Air Products included (1) the risk of increased costs being imposed on non-participating customers of the utility;[4] (2) ENO's billing system cannot accommodate consolidated billing and must be updated;[5] (3) implementing consolidated billing without a clear cost estimate exposes customers to an open-ended financial burden because ratepayers would be expected to subsidize system development and ongoing billing operations for non-utility commercial activity without evidence that the benefits outweigh the costs;[6] (4) additional burdens would be imposed on ENO's

[2] TNO response at 1.
[3] Harcus Affidavit at 3.
[4] Brubaker Testimony at 2.
[5] Lejeune Affidavit at 2; Harcus Affidavit at 3, Wemple Direct Testimony at 12:4-13.
[6] Harcus Affidavit at 4.

call centers which would receive the bulk of customer inquiries about community solar but would not be prepared to explain the basis for reduced credits;[7] and (5) that consolidated billing may impact other areas of customer care such as budget billing and rules for shut-off for non-payment;[8] and

WHEREAS, Witness Arreola-Lennox, on behalf of TNO, Alliance for Affordable Energy ("AAE") and SunConnect, argued that many of the potential drawbacks of community solar identified by ENO apply to other forms of consolidated billing, rather than consolidated billing with net crediting;[9] and

WHEREAS, with respect to Net Crediting Consolidated Billing, Witness Arreola-Lennox listed the following benefits, as compared with dual billing: (1) clear, predictable, and reliable customer savings reflected directly on the utility bill; (2) strong customer protection through guaranteed savings; (3) reduced billing confusion and a decrease in customer complaints compared to dual billing; (4) lower utility receivables and reduced collections risks; and (5) greater revenue certainty for projects, supporting long-term market stability and investment attractiveness;[10] and

WHEREAS, the Advisors asserted that properly designed consolidated billing for community solar with net crediting and guaranteed savings could be adopted and largely avoid the potentially negative aspects of consolidated billing; and

WHEREAS, the Advisors' proposed modifications to the Community Solar Rules include features, such as a net crediting structure with guaranteed savings and a utility administrative fee, that would substantially mitigate the concerns raised by parties opposed to consolidated billing; and

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[7] Wemple Direct Testimony at 12:15-20.
[8] Wemple Direct Testimony at 13:1-2.
[9] Arreola-Lennox Testimony at 5:6-8.
[10] Arreola-Lennox Testimony at 5:11-19.

WHEREAS, the Advisors' proposed utility administrative fee shall be recovered from the SOs and includes the costs of consolidated billing and other incremental community solar costs; and

WHEREAS, in the event the Council were to adopt consolidated billing, the Advisors recommended a Net Crediting Consolidated Billing structure designed to: (1) streamline customer billing; (2) promote transparency and participation; (3) allow for developer financing; (4) protect non-participating ratepayers, and (5) shield ENO from any undue financial harm and risk; and

WHEREAS, the Advisors further recommended a net crediting model that would (1) ensure subscribers who participate in consolidated billing receive a minimum guaranteed savings; (2) permit ENO to recover the implementation and billing costs of consolidated billing and other incremental community solar costs through an utility administrative fee initially set at three percent (3%); (3) maintain existing customer eligibility and crediting lag provisions, and (4) require that ENO adjust remittances to SOs in the event a Subscriber fails to pay their electric utility bill in full, thereby protecting non-participating customers from financial exposure; and

WHEREAS, the Advisors also submitted proposed changes to the Community Solar Rules that would incorporate such features and protections as part of Advisors' Witness Victor Prep's Direct Testimony; and

WHEREAS, the Council finds that the Advisors' recommended framework, more fully described in the Advisors' Report and Mr. Prep's Testimony, represents a balanced, reasonable, and financeable approach to consolidated billing that aligns with the Council's objective to ensure safe, reliable, and affordable electric service for all customers; and

WHEREAS, the Council also agrees that the Advisors' recommended framework balances the objectives of customer protection, market development, and cost neutrality to ratepayers. In particular, the Council concurs that any risks to ENO and ENO's non-participating customers associated with the adoption of consolidated billing can be mitigated through the cost allocation requirements and other protections already in place under the Community Solar Rules and the other measures recommended by the Advisors, while still allowing the SOs and Subscribers to obtain the benefits of consolidated billing; and

WHEREAS, after closely evaluating and considering the evidentiary record developed in this proceeding, the Council finds that the positive benefits of Net Crediting Consolidated Billing outweigh the concerns raised by the parties opposed to consolidated billing and the adoption of Net Crediting Consolidated Billing is therefore in the public interest; and

WHEREAS, considering the Advisors and other parties, including ENO, fully participated without objection in the additional evidentiary process established by the Hearing Officer, the Council finds that ENO's due process claims are moot; and

WHEREAS, the Council has also considered other legal claims made by ENO in this docket, including alleged violations of ENO's property rights, assertions of infringement on ENO's franchise rights, and contentions that consolidated billing is not in the public interest; and

WHEREAS, ENO alleged that its property interests would be adversely affected by the Council's consideration and potential adoption of consolidated billing and further claimed that a full evidentiary hearing was required to properly consider whether consolidated billing should be adopted; and

WHEREAS, the Advisors responded that ENO had not articulated how its property rights would be affected by the Council's consideration of consolidated billing and even if ENO's property rights had been impacted (which they had not), ENO had numerous opportunities, including an extended evidentiary process established by the Hearing Officer to provide information and sworn testimony to assist the Council with its decision; and

WHEREAS, the Council rejects ENO's property interest argument as unsupported since ENO's property was unaffected by the Council's deliberation and its decision in this resolution to require ENO to implement consolidated billing as part of the approved community solar program; and

WHEREAS, ENO also asserted that Intervenors in this docket indicated that they intended to market and sell generation services directly to ENO's existing customers in a manner that could be characterized as competition with ENO's electric service; and

WHEREAS, the Advisors contended that the existing Community Solar Rules reinforce the prohibition against the sale of electricity by the CSG Facility to anyone other than ENO; and

WHEREAS, several Intervenors argued that ENO's franchise rights are not threatened by consolidated billing, and further acknowledged that consolidated billing does not make SOs utilities, nor does it authorize them to sell electric distribution service; and

WHEREAS, after considering the parties' arguments, the Council finds that the existing Community Solar Rules and a carefully designed consolidated billing program would not permit competition in retail electric service or violate ENO's franchise rights; and

WHEREAS, the Council finds that ENO's arguments concerning due process, property rights, franchise rights, and public interest concerns are not substantiated and the Council has full legal authority to require consolidated billing as a matter of utility regulation and as a result of the extensive proceedings in this docket. The Council has reviewed the arguments of ENO, the parties, and the Advisors regarding these issues and concludes that the implementation of consolidated billing as part of the community solar program is in the public interest and shall be adopted consistent with the Advisors' proposed changes to the existing community solar rules; and

WHEREAS, in a June 10, 2025, filing, ENO stated that consolidated billing could be implemented within an eight (8) month period, which the other parties largely agreed would be reasonable; and

WHEREAS, in subsequent comments, reply comments, and witness testimony, ENO asserted, with very little explanation, that they should be allowed fourteen (14) months to implement consolidated billing, to which many other parties objected; and

WHEREAS, the Council finds that, without additional explanation to justify a longer timeframe, an eight (8) month implementation timeline is reasonable; and

WHEREAS, the Council notes that several proposals made by the parties fell outside of the Council's instruction that in this phase of the community solar proceedings, the Council would only consider arguments related to the adoption of consolidated billing. The Council concurs with the Advisors' assessments of such proposals and will not address those proposals that are beyond the scope of this proceeding; and

WHEREAS, based upon the record in these proceedings, it is the Council's intent to adopt a consolidated billing program using the Advisors' proposed billing program recommendations, and to direct ENO to implement the necessary technical and administrative systems within a defined timeframe, subject to Council review and oversight; **NOW THEREFORE**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS:

That the Council **ADOPTS**, as in the public interest**,** Net Crediting Consolidated Billing for the community solar program, to be administered by ENO, in accordance with the directions set forth herein and the recommendations detailed in the Advisors' Report. The Council further directs that the program shall include the following features:

1. Cost recovery mechanisms required under the existing Community Solar Rules where ENO (i) recovers the costs of administering the community solar program pursuant to Community Solar Rules Section VII.G. (1) and (2), (ii) recovers the costs of crediting subscribers for the power through the fuel adjustment charge ("FAC") in compliance with the FAC tariff, and (iii) recovers the incremental costs of community solar, including implementing and administering consolidated billing, from all SOs through a Council-approved charge (*i.e.* a utility administrative fee).
2. An option for SOs to participate in consolidated billing or to remain with dual billing, however all SOs, irrespective of which option it selects, must be subject to the Utility Administrative Fee to reflect the value of having the option available to them and to ensure full cost recovery from the SOs.
3. As an interim measure, a utility administrative fee of 3% to be collected by ENO for the first two years with any under collections to be put into a regulatory asset, with the fee to be reconsidered after the first two years when actual costs of implementation are known.
4. A minimum guaranteed savings rate of 10% for all customer classes, and allowing SOs to offer 10%, 15% or 20% Guaranteed Savings.
5. No change to the current Community Solar Rules customer eligibility requirements (*i.e.* any customer in any customer class with an active account with the utility is eligible to be a Subscriber).
6. No change to the current Community Solar Rules requirement that the utility post credits to customer bills on a two-month lag.

7. To prevent the risk of unpaid bills being shifted to non-participating ratepayers, ENO shall be required to adjust remittances to SOs in the event a subscriber fails to pay their electric utility bill in full.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council **ADOPTS** the proposed changes to the Community Solar Rules recommended in VMP-4 attached to the Direct Testimony of Victor Prep and attached hereto in redline form as Attachment A to this Resolution and in clean form as Attachment B.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That

1. ENO is directed to file within sixty (60) days of the adoption of this resolution a detailed cost estimate to implement the technology and system upgrades required to implement the adopted consolidated billing program, including any estimated costs for additional staff required to support consolidated billing as part of the Community Solar Program.
2. ENO is directed to file within sixty (60) days of the adoption of this resolution, a Compliance Implementation Plan including:
    a. a detailed implementation timeline and milestones wherein ENO will implement consolidated billing no later than March 30, 2027. If ENO fails to implement consolidated billing by March 30, 2027, the Council, in its discretion, may require ENO to show cause as to why the deadline was not met and why appropriate penalties should not be assessed;
    b. a detailed plan for converting all participating customers to consolidated billing within ninety (90) days of implementation;
    c. tariff modifications necessary to establish consolidated billing;

d. a cost recovery proposal consistent with this resolution, including identifying specific ENO sub-accounts in which the costs will be recorded; and
e. an operational readiness assessment for billing and data systems.

3. Unless otherwise ordered by the Council, dual billing shall be completely phased out as a billing option no later than June 30, 2027.
4. ENO is directed to file monthly status reports, served on the service list in this docket, detailing progress on implementation, system performance, and community solar program customer participation rates.
5. After two years of program operation, ENO is directed to file an Evaluation Report analyzing (a) total program participation; (b) administrative costs and revenues collected under the administrative fee; (c) verified customer savings; and (d) any operational challenges for billing disputes encountered. Based upon this Evaluation Report the Council may adjust the administrative fee, modify crediting structures, or order additional safeguards as necessary to protect ratepayers and ensure continued success of the Community Solar Program.

This resolution shall take effect immediately upon adoption by the Council. ENO shall begin program implementation in accordance with the deadlines established herein.

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.

ATTACHMENT A

REDLINE OF THE
COMMUNITY SOLAR RULES

COMMUNITY SOLAR RULES
For the
Council of the City of New Orleans

I. OVERVIEW

The purpose of the Community Solar Rules ("Rules") is to establish the City Council of New Orleans' rules, policies, and procedures for Community Solar Generating ("CSG") Facilities and the associated electric utility customer subscriptions in Orleans Parish, including: eligibility for participating in Community Solar Generating Facilities; developer, facility, and customer limits with respect to community solar; establishment of a bill crediting mechanism for participants; customer protection provisions; general interconnection requirements; safety and performance requirements; and contractual and reporting requirements. Further, these rules are intended to establish a clear and streamlined path to the development of Community Solar development in the City of New Orleans. The Council recognizes that these rules do not provide the only path to distributed generation development in the City of New Orleans. To the extent that the Utility or any other party has a proposed project or proposal that does not adhere to the requirements of these Rules, it may submit a proposal to the Council for review and approval. These Rules shall be cited as the "New Orleans Community Solar Rules." The Council may waive a provision of these Rules upon a showing of good cause.

II. DEFINITIONS

As used in these rules; the following words and phrases shall have the following meaning, unless the context clearly indicates otherwise:

"Agent" means a person who conducts business, including marketing or sales activities, or both, on behalf of a CSG Facility Subscriber Organization and includes an employee, a representative, an independent contractor, a subcontractor, a vendor and a representative not directly under contract with the Subscriber Organization that conducts business, including marketing or sales activities, on behalf of the Subscriber Organization.

"Allocated Credit" is the total monthly credit calculated for a Subscriber's pro rata portion of the monthly output of a CSG Facility.

"Application Queue" refers to the sequential list of CSG Facility projects for which a completed application has been accepted by the Utility.

"Baseline Annual Usage" refers to a Subscriber's accumulated electricity use in kilowatt-hours ("kWh") for the previous 12-month period at the time the subscription is entered into, as measured at the Utility's meter, net of any distributed generation provided by the Subscriber to the utility system at that meter. For a Subscriber that does not have a record of 12 months of electricity use at the time of the Subscriber's most recent Subscription, an estimate of the Subscriber's accumulated 12 months of electricity use in kWh, determined in a manner the Council approves.

“Consent” means an agreement with an action communicated by the following: a written document with Customer signature; or an electronic document with electronic signature.

“Construction Queue” refers to the sequential list of CSG Facility projects with a signed interconnection agreement.

“Contract Summary” means a summary of the material terms and conditions of a Community Solar Generating Facility Subscriber contract on a form provided by the Council.

“Council” refers to the Council of the City of New Orleans.

“Community Solar Generating Facility” or **“CSG Facility”** means a solar energy facility that:

(i) converts solar energy to electricity;

(ii) is owned by the Utility or any other for-profit or nonprofit entity or organization;

(iii) has a generating capacity/nameplate rating that does not exceed five megawatts (“MW”) as measured by the alternating current rating of the system's inverter;

(iv) can provide power to or is connected to the Utility's distribution system;

(v) is located in the Utility's electric service territory;

(vi) is individually metered;

(vii) has at least three Subscribers;

(vii) sells the Output from the facility to the Utility and which the purchase of the Output from the facility shall take the form of a credit against the Subscriber's electric bill; and

(ix) the beneficial use and renewable attributes of the Output of the facility belongs to the Subscribers.

“Community Solar Program” means a program that encompasses the facilities, entities, functions and requirements implemented by these Rules.

“Customer” means a retail electric customer account holder of the Utility.

<u>**“Dual Billing”** means the form of community solar billing wherein the Subscriber receives the Utility’s bill showing both their Utility charges and their Allocated Credit, and the Subscriber also receives a separate bill from the Subscriber Organization for the cost of their Subscription. Under Dual Billing, the Subscriber Organization will receive a bill from the Utility for the Utility Administrative Fee.</u>

"Guaranteed Savings Rate" means the percentage of the total Allocated Credit under the Net Crediting Consolidated Billing option that will be used to calculate the monthly Net Credit for each Subscriber and applied to their monthly electric bill. The Guaranteed Savings Rate shall be a minimum of 10% and maximum of 20% for all customer classes. Subscriber Organizations are allowed to offer either 10%, 15%, or 20% Guaranteed Savings Rates to Subscribers.

"CURO" means Council Utilities Regulatory Office.

"Low-Income Customer" means a Customer whose gross annual household income is at or below 60 percent of Area Median Income for the year of subscription or who is certified as eligible for any federal, state, or local assistance program that limits participation to households whose income is at or below 60 percent of Area Median Income.

"Low-Income Subscriber" means a Subscriber who is a Low-Income Customer.

"Net Credit" is the portion of the Allocated Credit under the Net Crediting Consolidated Billing option that is calculated monthly by multiplying the Allocated Credit by the Guaranteed Savings rate for the Subscriber and applied to offset eligible charges on the Subscriber's monthly electric bill.

"Net Crediting Consolidated Billing" refers to the process by which the Utility calculates Allocated and Net Credits on a monthly basis for each Subscriber, renders the Net Credit on the electric bill of the Subscriber, and renders payment to the Subscriber Organization for its share of each Allocated Credit less the Utility Administrative Fee.

"NEM Rules" means the New Orleans Net Energy Metering Rules adopted by Council Resolution No. R-07-132.

"Output" means the energy and power produced by a CSG Facility.

"Person" refers to any individual, firm, partnership, corporation, company, association, cooperative association, joint stock association, joint venture, governmental entity, or other legal entity.

"Personally Identifiable Information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or capable of being linked to a specific individual.

"Renewable Energy Credit" or **"REC"** means a contractual right to the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to a specific amount of electric energy generated from a renewable energy resource. One REC results from one MWh of electric energy generated from a renewable energy resource.

"Rules" means the Community Solar Rules established herein or as modified by subsequent action.

"Security Deposit" means any payment of money given to a Subscriber Organization by a Subscriber in order to protect the Subscriber Organization against nonpayment of future subscription fees, but does not include escrowed prepaid subscription fees.

"Service Connection" is the location on the CSG Facility's premises/facilities at which a point of delivery of power between the Utility and the CSG Facility is established.

"Subscriber" means a Customer of the Utility that holds a Subscription to one or more CSG Facilities and has identified one or more individual meters or accounts related to electric service to which the Subscription(s) shall be attributed.

"Subscriber Organization" means a person or legal entity that owns and operates a CSG Facility, or operates a CSG Facility that is built and owned by a third party under contract with such Subscriber Organization. A Subscriber Organization may also be a Subscriber to the facility, subject to the Limitations on Subscriptions set forth herein.

"Subscription" refers to that portion or proportionate interest of Output of a CSG Facility that is allocated to a Subscriber, including the RECs associated with or attributable to the CSG Facility.

"Subscription Fee" in the case of Dual Billing, means the fee set forth in a Subscriber Organization's contract with the Subscriber. In the case of Net Crediting Consolidated Billing, it means the portion of the Allocated Credit less the Net Credit, which should be accurately described in the contract between the Subscriber Organization and the Subscriber. In the case of Net Crediting Consolidated Billing, the Subscription Fee is the only fee a Subscriber may be charged for their Subscription other than a reasonable deposit as permitted under these Community Solar Rules.

"Unsubscribed Energy" refers to any energy Output of a CSG Facility in kWh that is not allocated to a Subscriber.

"Utility" refers to the utility providing electric service to customers in the City of New Orleans and regulated by the Council.

"Utility Administrative Fee" is a Council-approved charge to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. It includes the costs associated with providing the Subscriber Organizations with the option of Net Crediting Consolidated Billing. The Utility Administrative fee will be applied to all Subscriber Organizations as a percentage of each CSG facility's monthly sum of its Subscriber Allocated Credits. The Utility Administrative Fee and will be evaluated for revision on a twelve-month basis. Under the Net Crediting Consolidated Billing option, the Utility Administrative Fee will be deducted from the Subscriber Organization's portion of the Allocated Credits. Under the Dual Billing option, the Utility Administrative fee will be billed separately to the Subscriber Organization.

"Waitlist" refers to the sequential list of CSG Facility projects that have submitted a completed application, but which cannot be placed in the Application Queue because either the Program Capacity Limits or the Category Limits have been exceeded.

III. CUSTOMER ELIGIBILITY

A. Customer Eligibility

(1) All customer rate classes are eligible to subscribe to a CSG Facility.

(2) A Customer may subscribe to a CSG Facility in the Utility's service territory, provided that the Customer has an account for electric service with the Utility.

(3) A Customer may subscribe to CSG Facility regardless of the Customer's participation in other Utility-sponsored renewable programs, such as NEM, provided that the Customer's participation does not violate, individually or collectively, the eligibility limits of all applicable programs and these Rules.

B. Limitations on Subscriptions

(1) A Customer may not hold Subscriptions representing a total amount of energy in the Community Solar Program that exceeds 100 percent of the value of the Subscriber's Baseline Annual Usage.

(2) A Customer may purchase multiple Subscriptions from one or more CSG Facilities provided that the total of the Subscriptions does not exceed the requirements in III.B.(1) of the Rules.

(3) No Customer may own more than a 40 percent interest in the beneficial use of the electricity generated by a CSG Facility, including without limitation, the renewable energy and RECs associated with or attributable to the CSG Facility.

IV. COMMUNITY SOLAR GENERATING FACILITY ELIGIBILITY

A. CSG Facility Eligibility

(1) A CSG Facility can be owned by the Utility or any other for-profit or nonprofit entity or organization.

(2) A Subscriber Organization that has registered with the Council, through CURO, that wishes to construct and operate a CSG Facility as part of the Community Solar Program shall submit an application to the Utility in accordance with the CSG Facility project application procedure established by the Utility as part of these Rules.

(3) A Subscriber Organization shall be responsible for the operation and maintenance of the CSG Facility, the associated Subscription management, and any required reporting to the Utility.

(4) A CSG Facility must be located in the Utility's service territory, must be individually metered, and must be connected to the Utility's distribution system.

(5) A CSG Facility may be either new construction that commenced operation after the date of Council adoption of these Rules or a solar generating system that commenced operation prior to Council adoption of these Rules.

(6) The Subscriber Organization for the CSG Facility must enter into a Contract with the Utility to sell the Output from the facility to the Utility. The purchase of the Output from the CSG Facility shall take the form of a credit against the Subscriber's electric bill.

(7) The Council may establish additional conditions limiting the number of CSG Facilities for which any single Subscriber Organization or its affiliates may apply.

B. CSG Facility Limitations

(1) The CSG Facility's generating capacity/nameplate rating must not exceed five MW as measured by the alternating current rating of the system's inverter.

(2) The beneficial use and renewable attributes of the Output of the CSG Facility must remain with the Subscribers.

(3) A CSG Facility must have at least three Subscribers.

(4) The total number of accounts per CSG Facility may be determined by the Subscriber Organization; however, each Subscription shall be sized to represent at least one kW of the CSG Facility's nameplate rating. The minimum one kW sizing requirement herein shall not apply to Subscriptions owned by an eligible Low-Income Subscriber.

(5) More than one CSG Facility may be located on the same or adjacent property as an existing or proposed CSG Facility owned by the same Subscriber Organization or affiliate, provided that the combined nameplate ratings of such CSG Facilities does not exceed 5000 kW.

(6) One or more Subscriber Organizations may construct multiple CSG Facilities on a single parcel of property, providing that the total MW of the multiple projects on the single parcel does not exceed 5 MW.

(7) To the extent that the analysis performed in the Utility's processing of the CSG Facility application as described in VII.D of these Rules reveals that a proposed CSG Facility would have a negative impact on the reliability of the Utility's system, either the CSG Facility must be reduced in size to mitigate such negative impact, or the CSG Facility developer may choose to incur the costs of necessary upgrades to the Utility's system to enable the CSG Facility to be interconnected without jeopardizing the reliability of the system.

V. CAPACITY LIMITS

A. Community Solar Program Capacity Limits

(1) Subject to the CSG Facility category limits established in these Rules, the Utility shall accept CSG Facility applications as long as the total capacity of all CSG Facilities, as measured by the sum of the nameplate capacity of each CSG Facility's inverter, is less than or equal to five percent of the Utility's annual peak in MW for the first three years of the Community Solar Program. Subsequent to the first three years the Council will reconsider the total capacity limit.

(2) The Utility shall not accept CSG Facility applications beyond the Community Solar Program Capacity Limits or the CSG Facility Category Limits into the Application Queue.

(3) Once the Application Queue has reached the Community Solar Program Capacity Limit or the CSG Facility Category Limit, any further completed applications received by the Utility shall be put on the Waitlist. The Waitlist shall be administered as follows:

(a) Projects will be entered into the Waitlist in the order in which they are received;

(b) These applications shall not be processed immediately, but shall be held by the Utility;

(c) When a slot opens up in the Application Queue, either because a project has moved into the Construction Queue or because a project has dropped out, the Subscriber Organization with the first project in the Waitlist with a nameplate capacity (as measured by the alternating current rating of the system’s inverter) that does not exceed the available slot will be given the option to move into the Application Queue. If the Subscriber Organization declines to move into the Application Queue, the project will be removed from the Waitlist.

(i) If the project at the top of the Waitlist has a capacity greater than the available slot, the Utility shall give the Subscriber Organization the opportunity to reduce the project capacity to fit within the available slot;

(ii) If it chooses to reduce the project's capacity to conform, the Subscriber Organization must notify the Utility within ten (10) business days of its intent, and must then submit an updated Application with a conforming capacity total within thirty (30) days after providing notice of its intent;

(iii) The Utility shall work sequentially through the Waitlist in this manner until a project is identified to fill the available slot in the Application Queue. If a project chooses not to reduce its capacity to conform to the available slot, the project shall retain its position in the Waitlist, and the Utility will offer the available slot to the next Project in the Waitlist.

(d) Once a project has been moved from the Waitlist to the Application Queue, its application shall be processed in accordance with the Program Rules and processes.

B. CSG Facility Category Limits

(1) CSG Facilities shall be classified into one of two categories:

(a) Open Category: CSG Facilities of any size up to two MW as measured by the alternating current rating of the system's inverter.

(b) Low-Income Category: CSG Facilities of any size up to five MW as measured by the alternating current rating of the system's inverter in which a minimum of 30 percent of the CSG Facility's Output is provided to Low-Income Subscribers.

(2) The Utility shall accept CSG Facility applications in each of the following categories up to the Community Solar Program Capacity Limits and according to the following CSG Facility Category percentages:

(a) Open Category: up to 50 percent of the Community Solar Program Capacity Limits; and

(b) The remaining 50 percent of the Community Solar Program Capacity Limit shall be reserved for Low-Income Category CSG Facilities.

VI. SUBSCRIBER ORGANIZATION REGISTRATION AND RECORDS

A. Registration with the Council

(1) A Subscriber Organization shall register with the Council, on forms authorized by the Council, prior to offering Subscriptions to a CSG Facility or operating a CSG Facility. CURO shall process the registrations and make a list of Subscriber Organizations with current, valid registrations available on the Council's website.

(2) The Council shall assign each Subscriber Organization with an identification number.

(3) A Subscriber Organization shall maintain the registration with the Council by notifying the Council whenever certain information supplied as part of the registration with the Council becomes inaccurate, and updating their registration with accurate information. Subscriber Organizations shall renew their registration with CURO annually. If any Subscriber Organization fails to renew their registration in a timely manner, or if CURO otherwise becomes aware that the information in a Subscriber Organization's registration is no longer accurate, CURO shall notify the Subscriber Organization of the lapse in its registration and the Subscriber Organization shall have 30 days to renew or update its registration. If the Subscriber Organization fails to renew its or update its registration within the 30-day period, its registration shall be revoked by CURO. When a Subscriber organization's registration is revoked, CURO shall notify the Utility and the Utility shall no longer be required to purchase energy or capacity from the Subscriber Organization's CSG Facility or to provide credits to the Subscribers of that CSG Facility.

(4) By registering with the Council, a Subscriber Organization acknowledges and agrees it is bound by the Council's regulatory authority and jurisdiction to enforce the requirements contained in these Rules, including, but not limited to, the Council's authority to impose penalties on the Subscriber Organization as provided for in these Rules, or otherwise allowed by law.

(5) CURO may charge a reasonable fee to Subscriber Organizations for initial registration with the Council and for annual renewal, as authorized by the Council.

B. Subscriber Organization Obligations and Records

(1) A Subscriber Organization shall maintain on file with CURO the following information for the duration of the operation of each CSG Facility:

(a) Owner name and address.

(b) Business address.

(c) Name of registered agent in Orleans Parish.

(d) General information on the facility including: location, DC and AC nameplate capacity, major equipment list, interconnection requirements, and any other relevant design details.

(e) Proof of liability insurance in an amount reasonably adequate to protect the public and the Utility against damages caused by the operation of each CSG Facility. The Council, through CURO or other designated agency, will establish minimum levels of liability insurance that shall be deemed reasonably adequate for CSG Facilities.

(f) Proof of registration "In Good Standing" with the Louisiana Secretary of State.

(g) Proof of professional licenses from all applicable regulatory agencies, such as the Louisiana State Licensing Board for Contractors.

(h) A copy of the Subscriber Organization's Occupational or General Business License obtained from the City of New Orleans' Bureau of Revenue.

(2) A Subscriber Organization shall maintain in its own files the following information for the duration of the operation of each CSG Facility:

(a) Subscriber information including: name, mailing address, address at which the Subscriber has an account for electric service with the Utility, and, where relevant, the data supporting a Subscriber's classification as a Low-Income Subscriber.

(b) Subscription information for each Subscriber including a copy of the contract, rates, fees, and terms and conditions.

(3) A Subscriber Organization shall provide the information in Section VI.B(2) to the Council upon request.

(4) A Subscriber Organization shall provide to the Council, within 10 business days, information requested by the Council concerning the operation of its CSG Facilities.

(5) Contracts between the Subscriber Organization and the Utility shall be a matter of public record and shall be filed with the Clerk of Council by the Subscriber Organization.

(6) A Subscriber Organization, and, where relevant, the third-party owner/developer, are responsible for ensuring that its CSG Facility is

constructed, maintained, and operated in compliance with all relevant local, state, and federal laws, rules regulations and standards, including, but not limited to, reliability, safety, zoning, permitting, occupational safety and health, and environmental laws, rules, regulations and standards, as well as adherence to the Utility's interconnection policies and procedures and these Rules.

(7) CURO shall maintain on the Council's website a list of Subscriber Organizations registered with the Council, the names of any Subscriber Organizations whose registrations have lapsed or been revoked by the Council, a copy of these Rules, and an explanation of how consumers may submit a complaint related to these Rules to the Council.

VII. COMMUNITY SOLAR PROGRAM MANAGEMENT

A. Community Solar Program Plan

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Community Solar Plan setting forth the Utility's plan for implementing these Rules including the Utility's program administration plan and relevant tariffs for compliance with these Rules.

B. CSG Facility Standard Interconnection Agreement

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Standard Interconnection Agreement for CSG Facilities, which shall be subject to the review and approval of the Council.

(2) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of Entergy's Distribution Design Basis/Standards DR7-01 and DR7-02.

(3) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of these Rules and shall describe any and all interconnection expenses, and other charges in conformity with the Rules.

C. CSG Facility Project Application Procedure

(1) Within 90 days from the effective date of the Rules, the Utility shall establish a CSG Facility application procedure in compliance with these Rules and applicable Council orders, and consistent with the CSG Facility Standard Interconnection Agreement.

(2) The Utility shall develop its CSG Facility application procedure in a manner designed to encourage achievement of the Council's community solar guiding

principles, timely project development, and equitable allocation of the Community Solar Program Capacity Limits and the CSG Facility Category Limits. In addition CSG Facility details necessary for the application, the application procedure shall require:

(a) Proof of Subscriber Organization registration with the Council;

(b) Proof of application for all applicable permits to construct and Operate the CSG Facility; and

(c) Proof of site control. The Utility shall accept as proof of site control: evidence of property ownership; an executed lease agreement; a signed option to purchase a lease; or an email from the property owner expressing interest in the project.

(3) A Subscriber Organization shall notify the Utility of the location, capacity and expected energy production of its proposed CSG Facility at the time it submits an interconnection request, or prior to soliciting subscriptions from potential Subscribers, whichever occurs first.

D. Processing of CSG Facility Applications

(1) The Utility shall process applications from Subscriber Organizations filed in accordance with the CSG Facility application procedure in the order in which the utility receives the application.

(2) Within 10 business days of receipt, the Utility shall notify the Subscriber Organization whether the application is complete. If the application is incomplete, the Utility shall provide a written list detailing all information that must be provided to complete the application.

(3) A Subscriber Organization receiving notice of an incomplete application shall revise and submit the required information within 10 business days after receipt of the list of incomplete information. Failure to submit the required information within 10 business days shall result in the application being rejected, but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future.

(4) The Utility shall notify a Subscriber Organization within 10 business days of receipt of a revised application whether the application is complete or incomplete.

(5) The Utility shall grant an extension of time of an additional 10 days to provide such information upon request from the Subscriber Organization.

(6) The Utility shall reject an application that is not submitted in accordance with CSG Facility application procedure.

(7) The Utility shall assign a unique identification number to each complete application and the application shall be deemed accepted into either the Application Queue or the Waitlist, as appropriate, as of the date the identification number is assigned.

(8) Application Queue—The Utility shall establish an Application Queue based on application acceptance date. An initial engineering review will be conducted by the Utility for each complete application.

  (a) The Subscriber Organization shall have 45 days from the date of receipt of the initial review response to agree in writing to commence the required interconnection studies before the project is removed from the Application Queue.

  (b) If the Subscriber Organization intends to pursue a group initial study for multiple projects, this intention shall be stated during the application process. The Subscriber Organization shall have 45 days to agree in writing to move forward with the required interconnection studies before the projects involved in the group are removed from the Application Queue.

  (c) Failure to submit an executed study agreement within 45 days following receipt of the initial review shall result in the Subscriber Organization losing its place in the Application Queue for the affected project(s), but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future for the same project(s).

  (d) Upon completion of required interconnection studies, the Subscriber Organization has 90 days to execute an interconnection agreement or be removed from the Application Queue. Following execution by the Subscriber Organization, the Utility will execute the interconnection agreement as well. Execution by the Utility at this point does not waive any further obligations of the Subscriber Organization to complete construction or testing as required by the Utility to grant permission to operate or render Notice of Satisfaction.

(9) Construction Queue—Upon execution of an interconnection agreement, the CSG Facility project will be added to the Construction Queue.

(a) If, within 18 months following execution of an interconnection agreement, a CSG Facility fails to begin operating, the Subscriber Organization shall provide to the Utility an initial deposit of $25 per kW for the project to remain in the Construction Queue.

(b) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 24 months of executing an interconnection agreement.

(c) If a CSG Facility fails to begin operating within 24 months of executing an interconnection agreement, the Subscriber Organization shall provide to the Utility an additional deposit of $25 per kW for the project to remain in the Construction Queue.

(d) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 36 months of executing an interconnection agreement, in which case the full deposit shall be forfeited by the Subscriber Organization.

(e) Deposit deadlines shall be tolled during periods in which the Subscriber Organization is not in control, such as during study timelines, interconnection upgrade construction, or waiting periods.

(10) Any forfeited deposits shall be credited back to Utility customers via the Fuel Adjustment Clause.

(11) The Utility's interconnection process shall include an analysis of any potential reliability impacts, positive or negative, of the interconnection of the CSG Facility at the requested location.

(12) If the Utility participates as a Subscriber Organization, it will have the same rules applied to it as any other Subscriber Organization.

(13) If the Utility or any of its affiliates participate as a Subscriber Organization, the Utility may not recover any portion of its CSG Facility costs through its base rates. If a Utility or any of its affiliates participate as a Subscriber Organization, it must not offer its own CSG Facility, or that of its affiliate any preferential treatment or benefit not available to other Subscriber Organizations.

E. Utility Data and Project Information

(1) The Utility shall designate a contact person, and provide contact information on its website for submission of all project application requests, and from

whom information on the project application request process and the Utility's electric distribution system can be obtained.

(2) The Utility shall provide information, updated at least quarterly, on its website about the current status of the Community Solar Program and CSG Facility applications, including: name; address; date of application; interconnection status; expected date of operation; percent of the project that is subscribed, and remaining available capacity by year in each program category. The Utility shall also include on its website a link to the Council's Community Solar web page.

(3) The Utility shall make reasonable attempts to assist all applicants with identifying means to locate and operate CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits at locations identified by applicants. If the Utility or any of its affiliates choose to participate as an owner/developer of a CSG Facility and/or a Subscriber Organization, the Utility must offer other owner/developer and Subscriber Organizations equal access to the information available to the Utility and its affiliates for locating and operating CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits so that neither the Utility's nor its affiliate's CSG Facility has preferential access to information inaccessible to other Subscriber Organizations.

(4) The information provided by the Utility on its website shall include studies and other materials useful to understanding the feasibility of interconnecting a CSG Facility on the Utility's electric distribution system, except to the extent providing the materials would violate security requirements, confidentiality agreements, or be contrary to law.

(5) The Utility may require an applicant to execute an appropriate confidentiality agreement prior to release or access to confidential or restricted information.

(6) The Utility shall monitor and review its distribution system to determine any adverse or beneficial effects resulting from each installed CSG Facility.

(7) The Utility shall maintain for the longer of ten years or the duration of the community solar program, the following information for each CSG Facility: recorded monthly peak output, monthly energy output, aggregate annual energy credited to Subscribers by rate class; aggregate annual amount of subscription credits provided to Subscribers by rate class; annual amount of unsubscribed energy output provided to the Utility; and annual amount paid by the Utility for unsubscribed energy. Subscriber monthly billing information should be maintained by the Utility consistent with the Utility's customer billing records retention policy.

F. Utility Reporting

(1) The Utility shall provide the Council with complete data, information, and supporting documentation necessary to monitor the Community Solar Program status, impact on operations, Subscriber and ratepayer impact, and other information upon request.

(2) By May 1 of each year, the Utility shall file an annual report with the Council on the Status of the Community Solar Program Including: (1) monthly energy (MWh) and capacity (MW) produced by the Community Solar Program, including each CSG Facility; (2) ~~total~~ monthly cost of energy and capacity ENO purchases through the Community Solar Program, identifying bill credits separate from unsubscribed energy; (~~2~~3) monthly $/MW and $/MWh of the capacity and energy purchased, (~~3~~4) Utility fixed and variable costs by subaccount associated with administering the Community Solar Program; (5) Utility costs by subaccount associated with administering the consolidated billing portion of community solar; (6) balance and activity of the regulatory asset subaccount, including amortization, related to unrecovered consolidated billing costs; (7) tons of emissions avoided through utilization of the energy and capacity produced by the Community Solar Program; (~~5~~8) any positive and negative impacts on the operation of the Utility's distribution system; (~~6~~9) any benefits provided to the Utility's system by the Community Solar Program related to mitigating or recovering from storm events or other outages.

(3) The electric Utility shall maintain a list of projects and total program capacity, and shall provide the list to the Council by June 30 and December 31 of each year.

(4) The Utility shall publish on its website a rolling 24-month report of what the per-kWh and per-kW credit for energy and capacity was in order to assist customers seeking to evaluate whether to enter into or renew a contract with a CSG Facility.

G. Utility Cost Recovery and Charges

(1) Once the Utility's Community Solar Plan has been reviewed and approved by the Council, the Utility shall have a fair opportunity to receive full and timely cost recovery of costs incurred to implement and administer the Community Solar Program, and any non-reimbursed portion of program bill credit costs and unsubscribed energy costs.

(2) The Utility may not establish a separate surcharge fee or rate for recovery of any Community Solar program costs identified in Section VII.G.1. The specific mechanisms for Community Solar program cost recovery will be approved by a Council resolution based on the Council's review of the

community solar tariffs proposed in the Community Solar Plan required under Section VII.~~I~~A.1.

(3) The Utility may assess a Council-approved charge (the Utility Administrative Fee) to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. This charge shall not reflect costs that are already recovered by the Utility from Customers through other charges. The Utility may seek a revision of this charge no more frequently than once per year.

(4) The Utility's revenue and expenses associated with the Subscriber Organizations and the Community Solar Program Plan shall be identified separately in general ledger records and maintained in separate revenue and expense sub accounts. The Utility's incremental costs, including consolidated billing costs, shall be identified separately in general ledger records and maintained in separate sub accounts.

(5) Until a sufficient number of CSG facilities in the Application Queue are operational, the recovery of the Utility's incremental costs through a Utility Administrative Fee will be through the following procedure: (i) subsequent to the date the consolidated billing systems become operational, an interim Utility Administrative Fee at 3% of Allocated Credits will be set, applicable to all CSG facilities; (ii) potential revisions to the interim Utility Administration Fee will occur every twelve months thereafter; (iii) a six-month evaluation will include a review of all current data, and will provide the opportunity to resolve any incremental cost issues raised by parties prior to the next potential revision to the Utility Administrative Fee; (iv) in evaluating the operations of the recently completed twelve-months, the balance of incremental costs in excess of the proceeds from the interim Utility Administrative Fee will accrue in a regulatory asset subaccount at the Utility's before-tax Weighted Average Cost of Capital, that subaccount having no impact on ratepayers; (iii) each subsequent twelve-month potential revision to the Utility Administrative Fee will consider (a) the projected amount of CSG subscribed kWhs available for the Allocated Credits, (b) a comparison of actual proceeds received from the Utility Administrative Fee compared to the Utility Administrative Fee revenue estimated at the previous twelve-month review; (c) an amortization of the amount of unrecovered incremental costs accrued in the regulatory asset subaccount. The regulatory asset amortization amount will be adjusted by the Council as more data become available in subsequent twelve-month revisions to the Utility Administrative Fee. The

amortization amount will also be dependent on the Council's decision regarding the amount of change to the interim Utility Administrative Fee.

VIII. SUBSCRIPTION CREDITS

A. Subscriber Organizations are required to provide real time reporting of production as specified by the Utility. For CSG Facilities greater than 250 kW, the Subscriber Organization shall provide real time electronic access to production data. The Utility may require different real time reporting for CSG Facilities 250 kW and smaller.

B. To enroll a Subscriber in a CSG Facility a Subscriber Organization shall provide the following to the Utility at least two months prior to the desired month in which the Subscription would take effect:

(1) Subscriber name;

(2) Subscriber Service Address;

(3) Subscriber Utility account number;

(4) Designation as either a Low-Income Subscriber (along with documentation supporting this designation) or a non-Low Income Subscriber;

(5) Subscriber's allocated percentage of the CSG facility;

(6) Subscriber's status as either Dual Billing or Net Crediting Consolidated Billing in conformity with the Subscription contract;

(7) Subscriber's Guaranteed Savings Rate (10%, 15%, or 20%), if applicable.

C. Each month, before the date specified by the Utility, t~~T~~he Subscriber Organization ~~for each CSG Facility~~ will provide the Utility a ~~monthly~~ Subscriber report for each of its CSG Facilities detailing each Subscriber's percentage allocation of the CSG Facility output. The Utility shall rely on this report each month as the definitive source of information to be used in calculating the Allocated Credits and, if applicable, Net Credits for the monthly output of the CSG Facility. ~~to the Utility listing all Subscribers and the proportion of the CSG Facility Output that shall be applied to each Subscriber's monthly electric bill.~~ The monthly report shall follow a standard format specified by the Utility in order to integrate data into the Utility's billing system. The monthly report shall also include the amount of the CSG Facility's capacity that remains unsubscribed.

(1) If a Subscriber's Utility account is closed, the Utility will advise the Subscriber Organization. The Subscriber Organization shall immediately remove the Subscriber from the monthly Subscriber report for all CSG Facilities.

(2) In the case of temporary disconnection for non-payment, any Net Credits that a Subscriber accrues during the disconnected period will appear on the next bill following reconnection.

~~C. The Utility shall apply credits to each Subscriber's monthly bill using the most recently updated monthly Subscriber list and Output data on a two-month lag where actual operational results and the associated bill credit will show up two months following the Utility's receipt of Output data for the CSG Facility.~~

D. The Utility shall ~~determine~~ calculate the amount of CSG Facility monthly kWh Output to be credited to each Subscriber by multiplying the Subscriber's most recent generation proportion of the CSG Facility by the Utility metered Output of the CSG Facility.

E. The Utility shall calculate and render Allocated Credits and Net Credits for each Subscription, as appropriate, using the most recently updated monthly Subscriber report and CSG Facility Output data on a two-month lag.

Example: the Allocated Credits and Net Credits for Subscribers listed on a Subscriber report as participating in February would be calculated after receipt of actual CSG Facility Output for February. These Allocated Credits or Net Credits would appear on the Subscriber's April Utility bills. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, the Utility would remit the Subscriber Organization's portion of the Allocated Credits less the Utility Administrative Fee in April.

If a Subscriber fails to pay their electric Utility bill in full for any month for which the Subscriber Organization's portion of the Allocated Credits for that Subscriber have already been remitted to the Subscriber Organization, the Utility shall debit on a future remittance to the Subscriber Organization an amount equal to the Subscriber Organization's portion of the Allocated Credits for that Subscriber for the month in which the Subscriber failed to make a payment. Following receipt of payment from a Subscriber for the total amount of the electric Utility bill that was previously unpaid, the Utility shall reverse the debit on a future remittance to the Subscriber Organization. If a future remittance to the Subscriber Organization is not anticipated by the Utility, the Utility shall bill the Subscriber Organization appropriately, to reflect the net effect of the Subscribers non-payment.

F. For Net Crediting Consolidated Billing Subscribers, the Net Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Net Credit and the associated information necessary to calculate the Net Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, CSG per kWh credit rate, and Guaranteed Savings Rate. For example:

CSG Net Credit … (900 kWh @ $0.1350) * 10% Guaranteed Savings .. $ -12.15

G. For Dual Billing Subscribers, the Allocated Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Allocated Credit and the associated information necessary to calculate the Allocated Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, and CSG per kWh credit rate. For example:

CSG Allocated Credit … ……………………900 kWh @ $0.1350 .. $ -121.50

H. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, Payments to Subscriber Organizations of their portion of Allocated Credits shall be accompanied by statements showing for each Subscriber the Guaranteed Savings Rate, monthly kWh allocation of the CSG Facility Output, Allocated Credit, applied Net Credit, and the Utility Administrative Fee.

I. The CSG per kWh credit for all Subscribers that do not qualify as Low Income Subscriber will be the full retail rate, including all rider schedules that would be applicable to the Subscriber on a per kWh basis. The CSG per kWh credit rate for Low-Income Subscribers shall be the full retail rate, including all applicable rider schedules that would be applicable to the Low-Income Subscriber on a per kWh basis, plus 2.0 cents/kWh.

~~F~~J. The appropriate CSG credit will be applied to the bill of each Subscriber on a kWh basis.

~~G~~K. The Subscription monthly bill credit so determined will apply to each Subscriber irrespective of the customer class tariff under which the Subscriber receives service from the Utility, and will apply to all Subscribers in a CSG Facility.

~~H~~L. If, in a monthly billing period, the billing credit associated with the Subscription of a Subscriber exceeds the Subscriber's bill from the Utility, the excess billing credit will be rolled over as a dollar amount bill credit from month to month indefinitely until the Subscriber terminates service with the Utility at which time no payment shall be from the Utility for any remaining bill credits associated with the Subscriber's Subscription.

~~I~~M. The Utility shall retain a record of CSG Facility kWh applied to each Subscriber's account for a period of three years.

IX. UNSUBSCRIBED ENERGY

A. The Utility will pay a Subscriber Organization for up to 20 percent of the monthly energy produced by a CSG Facility and delivered to the Utility if such energy is not allocated to a Subscriber of the CSG Facility.

B. The rate per kWh to be paid for net deliveries to the Utility, pursuant to Section IX.A, shall be the Utility's estimated avoided energy costs for the appropriate time period from the Utility's most recent biennial filing with the Clerk of Council of the

City of New Orleans pursuant to the Public Utilities Regulatory Policies Act of 1978, Section 210.

X. LOW-INCOME CUSTOMER VERIFICATION

A. The operator of a low-income multi-family dwelling unit may apply to the Council to qualify as a Low-Income Subscriber for the purposes of the Community Solar Program. The operator should demonstrate to the Council that the Subscription Credits will be credited to the tenants of the low-income multifamily dwelling.

B. A Subscriber Organization shall certify to the Utility in writing that the Subscriber Organization has verified the eligibility of all Low-Income Subscribers needed to qualify for the program prior to receiving permission to operate from the Utility.

C. A Subscriber Organization shall accept as proof of income to verify Low-Income Customer status (1) a W-2 form or tax return for the previous calendar year demonstrating income at or below 60% of median family income for the New Orleans-Metairie area according to the most recent guidelines available through the United States Department of Housing and Urban Development, or at or below 60% of the estimated median income for the state according to the most recent guidelines available through the Louisiana Housing Corporation, or (2) evidence of enrollment in any federal, state, or local assistance program that limits participation to households whose income is at or below sixty percent (60%) of the Area Median Income for the New Orleans-Metairie area.

XI. SUBSCRIPTION TRANSFERS AND PORTABILITY

A. A Subscriber may release all or part of their Subscription back to the Subscriber Organization for transfer to any person or entity who qualifies to be a Subscriber in the CSG Facility.

B. A Subscriber who desires to transfer all or part of his or her Subscription to another eligible Customer desiring to purchase a Subscription may do so only through the Subscription Organization and in compliance with the terms and conditions of the Subscription contract and the transfer will be effective in accordance therewith.

C. If the CSG Facility is fully subscribed, the Subscriber Organization shall maintain a waiting list of eligible Customers who desire to purchase Subscriptions. The Subscriber Organization shall offer the Subscription of the Subscriber desiring to transfer their interest, or a portion thereof, on a first-come, first-serve basis to Customers on the waiting list.

D. A Subscriber that moves to a different premise located within the Utility service territory may change the premises to which the Subscription is attributed, however, the Subscriber must adjust their Subscription so that it does not exceed 100 percent the Baseline Annual Usage at the new location and release any portion of their

Subscription beyond that level back to the Subscriber Organization. A Subscriber Organization may not charge an unreasonable transfer fee to such a Customer.

E. The Subscriber Organization and the Utility shall jointly verify that each Subscriber is eligible to be a Subscriber in the CSG Facility. The CSG Facility Subscriber enrollment records shall include, at a minimum, the Subscriber's name and Utility Account number, the percentage share owned by the Subscriber, the effective date of the ownership of that Subscription, and the premises to which the Subscription is attributed for the purpose of applying billing credits. Changes in the Subscriber enrollment records shall be communicated by the Subscriber Organization to the Utility, in written or electronic form, as soon as practicable, but on no less than a monthly basis.

F. Prices paid for Subscriptions in a CSG Facility shall not be subject to regulation by the Council. However, to ensure that Subscriber Organizations are acting fairly and transparently, the Subscriber Organizations must provide materials to the potential Subscriber clearly showing the Subscription cost.

G. To ensure fairness and transparency regarding the transfer of subscriptions and Subscription Credits, the Utility, in consultation with the Council and its Advisors will develop a process and requirements therefor. The Subscriber Organization will be responsible for any costs associated with the transfer of subscriptions and/or Subscription Credits.

XII. RENEWABLE ENERGY CREDIT OWNERSHIP

A. Subscribers are not customer generators.

B. The ownership and title to all renewable energy attributes or Renewable Energy Credits associated with the CSG Facilities shall belong to the individual Subscribers.

C. The Subscriber Organization may enter into an agreement with Subscribers to transfer ownership of RECs from the Subscriber to the Subscriber Organization. Any such agreement to transfer ownership of the RECs must be included in the subscription agreement in terms that can be easily understood, and must be highlighted, clearly stated, and initialed by the Subscriber.

XIII. CONSUMER PROTECTION & DISCLOSURE

A. Unauthorized Subscriptions.

(1) No person shall subscribe a Customer to a community solar energy generation system without the Customer's express written consent.

(2) A Subscriber Organization may not add a new charge for a new service, existing service, or service option not described in the Subscriber's contract

with the Subscriber Organization without first providing written notice to the Subscriber and providing them an opportunity to terminate their Subscription without penalty if the new charge is unacceptable to the Subscriber.

B. Discrimination Prohibited.

(1) A Subscriber Organization may not discriminate against any Customer, based wholly or partly on race, color, creed, national origin, or gender of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

(2) A Subscriber Organization may not refuse to provide service to a Customer except by the application of standards that are reasonably related to the Subscriber Organization's economic and business purpose.

C. Prohibition of Unfair, Deceptive, or Abusive Acts or Practices.

(1) Each Subscriber Organization shall conduct all aspects of its business that touch on Consumers or their interests without any unfair, deceptive, or abusive acts or practices.

(2) Each Subscriber Organization shall regularly examine and consider the possibility of unfair, deceptive, or abusive acts or practices violations in all aspects of its business that touch on consumers or their interests, including, but not limited to, marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

(3) Subscriber Organizations shall not harass or threaten consumers and should avoid high-pressure sales techniques. Subscriber Organizations should not take advantage of a consumer's lack of knowledge, and if they become aware that a consumer clearly misunderstands a material issue in a community solar transaction, they should correct that misunderstanding. Consumer questions must be answered honestly, Subscriber Organizations may not make any statements to consumers that are false or without a reasonable basis in fact.

D. Limitation of Liability

(1) In the event of the failure, termination, or disqualification of a CSG Facility or Subscriber Organization, Subscribers' liability will be limited only to loss of the funds that they commit to invest in a community solar project.

E. Advertising, Marketing, and Solicitations.

(1) Advertising Permitted.

(a) A Subscriber Organization may advertise its services.

(b) A Subscriber Organization may not engage in an advertising, marketing or trade practice that is unfair, false, misleading, or deceptive.

(c) All advertising claims must be supported by factual, verifiable sources. Advertising claims should avoid underestimating costs, overestimating performance and overvaluing financial and incentive benefits.

(d) Subscriber Organizations should be familiar with all advertising laws, rules, regulations, and guidance, including federal, state, and local guidance on advertising and marketing.

(e) Prices quoted must be accurate and complete, including, but not limited to disclosure as to any initial pricing incentives, such as "teaser rates" that include future price increases, and whether the quoted price includes any price incentives, such as government tax incentives or utility program incentives, and the terms of eligibility for such incentives.

(f) Any projections of future utility prices presented by a Subscriber Organization or its Agents to consumers must be based on accepted sources and methods. They must be clearly identified, verifiable, and be based on one or more of the following sources:

(i) Energy Information Agency ("EIA") data from the Annual Energy Review, Annual Energy Forecast, Monthly Energy Forecast, or similar EIA publications for the state in which the system is located;

(ii) Council resolutions, orders, publications, or filings with the Council by the Utility;

(iii) Industry experts or other qualified consultants; or

(iv) Other similar reliable sources qualified by the Council or CURO office.

(g) Accepted methods for Utility electricity price projections include:

(i) If based on historical data for the utility servicing the installation site, combined average growth rate using no less than five years of data ending with the most recent year for which data is publicly available;

(ii) If based on projections of third-party sources, then it must be an accurate representation of any data within the timeframe of the source of the data, and when projecting beyond the timeframe of the source data, a combined average growth rate projection using a time period that is the greater of source data timeframe or five years.

(h) Any endorsements of the Subscriber Organization or its products or services by individuals used in any media format either owned by the Subscriber Organization or initiated or sponsored by the Subscriber Organization through media owned by a third party must be authorized by the endorser, accurate, genuine, in proper context, and without misrepresentation, whether the misrepresentation is affirmative or by omission. It must be clear as to whether the endorser is providing an opinion as a consumer with true firsthand experience, as an expert, or as a spokesperson, and transparent as to whether any connections exist between the endorser and the Subscriber Organization beyond that which a consumer would ordinarily expect.

(2) Marketing.

(a) A Subscriber Organization's marketing or solicitation information shall include the name under which the Subscriber Organization is registered with CURO.

(b) A Subscriber Organization may use an Agent to conduct marketing or sales activities. A Subscriber Organization is responsible for any fraudulent, deceptive, or other unlawful marketing performed by its Agent while marketing or selling Subscriptions on behalf of the Subscriber Organization.

(c) Subscriber Organizations and their Agents must follow all applicable marketing laws, such as the National Do Not Call Registry, the CAN-SPAM Act of 2003, etc.

(d) Door-to-door marketing and sales: A Subscriber Organization may not permit a person to conduct door-to-door marketing on its behalf until it has obtained and reviewed a criminal history record. Subscriber Organizations shall be solely responsible for carefully screening individuals used for door-to-door marketing purposes to include only those individuals having no history of fraudulent conduct or violent behavior.

(e) A Subscriber Organization must issue an identification badge to any persons conducting door-to-door sales on its behalf to be worn and prominently displayed when conducting door-to-door activities or appearing at public events on behalf of the Subscriber Organization. The badge must accurately identify the Subscriber Organization and display the employee or Agent's full name and photograph. When conducting door-to-door activities or appearing at a public event, the Subscriber Organization's employees and Agents may not wear apparel or accessories or carry equipment that contains branding elements, including a logo, that suggests a relationship that does not exist with a utility, government agency, or another Subscriber Organization.

(f) A Subscriber Organization shall ensure the training of its employees and Agents on the following subjects:

(i) Local, state and federal laws and regulations that govern marketing, telemarketing, consumer protection, and door-to-door sales as applicable to the relevant types of marketing and jurisdictions;

(ii) The consumer protections set forth in these Rules, including the prohibition on unfair, deceptive, or abusive acts or practices; and

(iii) The Subscriber Organization's products, services, and contracts.

(g) Geographic marketing permitted.

(i) A Subscriber Organization may market services on a geographic basis.

(ii) A Subscriber Organization is not required to offer services throughout an electric company's entire service territory.

(iii) A Subscriber Organization may not refuse to provide service to a Customer based on the economic character of a geographic area or the collective credit reputation of the area.

F. Creditworthiness.

(1) A Subscriber Organization shall apply uniform income, security deposit, and credit standards for the purpose of making a decision as to whether to offer a Subscription to Customers within a given class, provided that the Subscriber Organization may apply separate sets of uniform standards for the purpose of promoting participation by low-income retail electric Customer.

G. Subscriber Funds

(1) Subscriber funds, including deposits, collected by the Subscriber Organization in advance of commercial operation of a CSG Facility, shall be held in escrow. The escrow shall be maintained by its terms until such time as the CSG Facility commences commercial operation as certified by Utility acceptance of energy from the CSG Facility.

H. CSG Facility Reporting

(1) Production from the CSG Facility shall be reported by the Subscriber Organization to its Subscribers at least monthly. To facilitate the tracking of production data by Subscribers, Subscriber Organizations are encouraged to provide website access to Subscribers showing real time Output from the CSG Facility, if practicable, as well as historical production data.

I. Required Disclosures

(1) Contract Summary.

(a) Prior to the time that a contract for a Subscription to a community solar project is executed, a Subscriber Organization shall present the Customer with a completed Contract Summary Disclosure using the form that is approved by the Council. A Customer shall be allowed no less than three days to review the Contract Summary Disclosure prior to execution of the contract and the terms of the contract offered to the Customer may not be changed during that three-day period. At a minimum, the Contract Summary must include:

(i) Start and end date of the contract.

(ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of when Customer may cancel renewal without penalty.

(iii) Ability of Customer to terminate early, early termination penalty, if any.

(iv) Ability of developer to terminate contract early, and any remedy provided to Customer.

(v) Ability of Customer to transfer Subscription to another consumer. Ability of Customer to transfer bill credit to new address in ENO service territory.

(vi) All one-time payments or charges, including any deposit.

(vii) All recurring payments or charges.

(viii) All penalties or fees to which the Customer may be subject.

(ix) Total amount to be paid by Customer under contract.

(x) Billing and payment procedure.

(xi) Whether Customer owns or leases the solar panel or capacity;

(xii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, the Subscriber may not lawfully make any claims about the renewable energy nature of the generation at the community solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject.

(xiii) Contact information of developer where Customer may call with questions. Must include physical address, telephone number and email address.

(xiv) Address, phone number and email contact information for the CURO, as well as the address of the Council's community solar webpage.

(xv) Statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time.

(xvi) Notice that contract does not include Utility charges.

(xvii) Notice that developer makes no representations or warranties concerning the tax implications of the contract and Customer should consult a tax professional for such information and advice.

(b) The Customer shall initial a copy of the Contract Summary Disclosure to acknowledge receipt of the Contract Summary.

(2) Notice of Subscription.

(a) A Subscriber Organization shall provide notice of Subscription of a Customer to the utility in a format consistent with Council orders.

(b) A Customer entering into an agreement with a Subscriber Organization shall receive written notice of enrollment from the Subscriber Organization and the Utility.

(c) Notice of enrollment shall include the following:

(i) Customer name;

(ii) Customer service address;

(iii) Billing name;

(iv) Billing service address;

(v) Utility name;

(vi) Utility account number;

(vii) Subscriber Organization name;

(viii) Subscriber Organization account number; and effective date of the enrollment.

J. Contracts for Customer Subscription in a Community Solar Project

(1) Minimum Contract Requirements: A Subscriber Organization's Subscription contract shall contain all material terms and conditions, stated in plain language, including the following:

(a) A description of the transaction, including:

(i) Whether the Subscriber will own or lease a portion of the community solar project;

(ii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, it may not lawfully make any claims about the renewable energy nature of the generation at the Community Solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject. The statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project shall be clearly stated, highlighted and initialed by the Subscriber.

(iii) A statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time; and

(iv) Notice that the contract does not include utility charges.

(b) The Subscriber Organization's obligation to maintain its registration with the Council for the duration of the contract.

(c) Term of the contract, including:

(i) Start and end date of the contract;

(ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of procedure for consumer to cancel renewal without penalty;

(iii) Ability of consumer to terminate early and the corresponding early termination penalty, if any;

(iv) Ability of developer to terminate contract early, and any corresponding remedy to be provided to the consumer, if any.

(d) Transferability and portability.

(i) The ability of the consumer to transfer Subscription to another consumer.

(ii) The ability of the consumer to transfer the bill credit to a new address within the same Utility service territory.

(e) The ability of the consumer to reduce the size of their commitment and any fees or penalties related thereto.

(f) The total amount to be paid by the consumer under the contract, including:

(i) A clear statement of the total amount;

(ii) A listing of all one-time payments or charges, including any deposit, and whether the deposit is refundable;

(iii) A listing of all recurring payments or charges (monthly, annually, etc.);

(iv) A listing of any penalties or fees to which the consumer may be subject and the conditions under which such penalties or fees would be applied.

(g) Billing and payment procedure.

(h) The data privacy policy of the Subscriber Organization, including what data will be collected, for what purpose and to whom the developer may disclose the data.

(i) Evidence of insurance.

(j) A long-term maintenance plan for the project.

(k) The current production projections for the project and a description of the methodology used to develop production projections.

(l) Contact info of Subscriber Organization where consumer may call with questions, including the physical address, telephone number and email address of the Subscriber Organization.

(m) Notice that the Subscriber Organization makes no representations or warranties concerning the tax implications of the contract and consumers should consult their tax professional.

(n) Any other terms and conditions of service.

K. Disclosure of Subscriber Information.

(1) Except as provided under these Rules, or otherwise ordered by the Council, a Subscriber Organization may not disclose energy usage or personally identifiable information about a Subscriber, or a Subscriber's billing, payment, and credit information, without the Subscriber's written consent.

(2) A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information for the sole purpose of facilitating billing, bill collection, and credit reporting.

(3) A Subscriber Organization shall provide a Customer with a copy of the Subscriber Organization's Customer information privacy policy.

(4) A Subscriber Organization shall treat information received from prospective Customers, including those who do not subscribe, in accordance with provisions (a) and (c) of this section.

L. Disconnection and Reconnection.

(1) The Utility's disconnection and reconnection policies shall only apply with respect to Utility charges on the Subscriber's bill. Failure by the Subscriber to pay their Subscription Fee to the Subscriber Organization (whether through Dual Billing or Net Crediting Consolidated Billing) shall not result in disconnection of the customer for nonpayment, neither shall payment of the outstanding Subscription Fees be required to reconnect a Subscriber. All revenues received by the Utility from Subscribers under Net Crediting Consolidated Billing shall be applied first to Utility charges and second to the Subscriber's Subscription Fee.

XIV. ENFORCEMENT OF THESE RULES

(1) CURO, with the assistance of a Hearing Officer, as necessary, may impose a penalty on the Council's behalf for any violation of these rules of up to $1000 per violation and may, if appropriate in light of the particular violation, void a Subscriber's contract with a Subscriber Organization and require the Subscriber Organization to refund any monies paid by the Subscriber as a remedy for a violation of these provisions.

(2) Any person who believes that the Utility or a Subscriber Organization has violated the provisions contained herein in a manner that aggrieves that person may send a written description of the alleged violation to the Council, through its CURO. The written description shall include the name of the Utility or Subscriber Organization ("Respondent"), a concise description of the alleged violation, and the complaining person's ("Complainant") name and contact information.

(3) CURO may, request and obtain additional information regarding the alleged violation from the Complainant and the Respondent. CURO shall also notify the Respondent formally of the complaint, assess whether the Complainant has informed the Respondent of his or her complaint and whether the Respondent has had an opportunity to resolve the issue to the Complainant's satisfaction without CURO or Council intervention.

(4) If, based on the information obtained by CURO, the CURO finds there is cause to believe a violation of the Council's regulations may have occurred, the Complainant and Respondent have not been able to resolve the issue without Council intervention and the Respondent wishes to challenge the complaint, CURO shall refer the matter to a Hearing Officer who shall conduct a process to allow both parties a fair opportunity to present their evidence and arguments and the Hearing Officer will render a decision as to whether a violation occurred and what the penalty should be. If the

Respondent admits to the complaint, CURO may impose the authorized penalty on the Council's behalf.

(5) Either the Complainant or the Respondent may appeal the decision of CURO and/or the Hearing Officer to the Council.

(6) Should CURO and/or the Hearing Officer determine that the behavior complained of cannot be adequately remedied by a penalty of up to $1000 and/or voiding the contract between Subscriber and Subscription Organization and requiring refund of any monies paid by the Subscriber, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter and exercise its penalty authority as appropriate in light of the circumstances.

(7) Should CURO and/or the Hearing Officer observe a pattern of continued violations of these rules by the Utility or a Subscriber Organization -that is undeterred by the application of the remedies the Council has authorized CURO and the Hearing Officer to impose, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter, and exercise its penalty authority as appropriate in light of the circumstances.

(8) All other contract or legal disputes that arise between Subscribers, the Subscriber Organizations, and/or the Utility not pertaining to a violation of these provisions shall be brought in the appropriate city or district court in the City of New Orleans. CURO shall provide the Council with annual reports on consumer complaints related to the program.

ATTACHMENT B

COMMUNITY SOLAR RULES

COMMUNITY SOLAR RULES
For the
Council of the City of New Orleans

I. OVERVIEW

The purpose of the Community Solar Rules ("Rules") is to establish the City Council of New Orleans' rules, policies, and procedures for Community Solar Generating ("CSG") Facilities and the associated electric utility customer subscriptions in Orleans Parish, including: eligibility for participating in Community Solar Generating Facilities; developer, facility, and customer limits with respect to community solar; establishment of a bill crediting mechanism for participants; customer protection provisions; general interconnection requirements; safety and performance requirements; and contractual and reporting requirements. Further, these rules are intended to establish a clear and streamlined path to the development of Community Solar development in the City of New Orleans. The Council recognizes that these rules do not provide the only path to distributed generation development in the City of New Orleans. To the extent that the Utility or any other party has a proposed project or proposal that does not adhere to the requirements of these Rules, it may submit a proposal to the Council for review and approval. These Rules shall be cited as the "New Orleans Community Solar Rules." The Council may waive a provision of these Rules upon a showing of good cause.

II. DEFINITIONS

As used in these rules; the following words and phrases shall have the following meaning, unless the context clearly indicates otherwise:

"Agent" means a person who conducts business, including marketing or sales activities, or both, on behalf of a CSG Facility Subscriber Organization and includes an employee, a representative, an independent contractor, a subcontractor, a vendor and a representative not directly under contract with the Subscriber Organization that conducts business, including marketing or sales activities, on behalf of the Subscriber Organization.

"Allocated Credit" is the total monthly credit calculated for a Subscriber's pro rata portion of the monthly output of a CSG Facility.

"Application Queue" refers to the sequential list of CSG Facility projects for which a completed application has been accepted by the Utility.

"Baseline Annual Usage" refers to a Subscriber's accumulated electricity use in kilowatt-hours ("kWh") for the previous 12-month period at the time the subscription is entered into, as measured at the Utility's meter, net of any distributed generation provided by the Subscriber to the utility system at that meter. For a Subscriber that does not have a record of 12 months of electricity use at the time of the Subscriber's most recent Subscription, an estimate of the Subscriber's accumulated 12 months of electricity use in kWh, determined in a manner the Council approves.

“Consent” means an agreement with an action communicated by the following: a written document with Customer signature; or an electronic document with electronic signature.

“Construction Queue” refers to the sequential list of CSG Facility projects with a signed interconnection agreement.

“Contract Summary” means a summary of the material terms and conditions of a Community Solar Generating Facility Subscriber contract on a form provided by the Council.

“Council” refers to the Council of the City of New Orleans.

“Community Solar Generating Facility” or **“CSG Facility”** means a solar energy facility that:

(i) converts solar energy to electricity;

(ii) is owned by the Utility or any other for-profit or nonprofit entity or organization;

(iii) has a generating capacity/nameplate rating that does not exceed five megawatts (“MW”) as measured by the alternating current rating of the system's inverter;

(iv) can provide power to or is connected to the Utility's distribution system;

(v) is located in the Utility's electric service territory;

(vi) is individually metered;

(vii) has at least three Subscribers;

(vii) sells the Output from the facility to the Utility and which the purchase of the Output from the facility shall take the form of a credit against the Subscriber's electric bill; and

(ix) the beneficial use and renewable attributes of the Output of the facility belongs to the Subscribers.

“Community Solar Program” means a program that encompasses the facilities, entities, functions and requirements implemented by these Rules.

“Customer” means a retail electric customer account holder of the Utility.

“Dual Billing” means the form of community solar billing wherein the Subscriber receives the Utility’s bill showing both their Utility charges and their Allocated Credit, and the Subscriber also receives a separate bill from the Subscriber Organization for the cost of their Subscription. Under Dual Billing, the Subscriber Organization will receive a bill from the Utility for the Utility Administrative Fee.

“Guaranteed Savings Rate” means the percentage of the total Allocated Credit under the Net Crediting Consolidated Billing option that will be used to calculate the monthly Net Credit for each Subscriber and applied to their monthly electric bill. The Guaranteed Savings Rate shall be a minimum of 10% and maximum of 20% for all customer classes. Subscriber Organizations are allowed to offer either 10%, 15%, or 20% Guaranteed Savings Rates to Subscribers.

“CURO” means Council Utilities Regulatory Office.

“Low-Income Customer” means a Customer whose gross annual household income is at or below 60 percent of Area Median Income for the year of subscription or who is certified as eligible for any federal, state, or local assistance program that limits participation to households whose income is at or below 60 percent of Area Median Income.

“Low-Income Subscriber” means a Subscriber who is a Low-Income Customer.

“Net Credit” is the portion of the Allocated Credit under the Net Crediting Consolidated Billing option that is calculated monthly by multiplying the Allocated Credit by the Guaranteed Savings rate for the Subscriber and applied to offset eligible charges on the Subscriber’s monthly electric bill.

“Net Crediting Consolidated Billing” refers to the process by which the Utility calculates Allocated and Net Credits on a monthly basis for each Subscriber, renders the Net Credit on the electric bill of the Subscriber, and renders payment to the Subscriber Organization for its share of each Allocated Credit less the Utility Administrative Fee.

“NEM Rules” means the New Orleans Net Energy Metering Rules adopted by Council Resolution No. R-07-132.

“Output” means the energy and power produced by a CSG Facility.

“Person” refers to any individual, firm, partnership, corporation, company, association, cooperative association, joint stock association, joint venture, governmental entity, or other legal entity.

“Personally Identifiable Information” means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or capable of being linked to a specific individual.

“Renewable Energy Credit” or **“REC”** means a contractual right to the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to a specific amount of electric energy generated from a renewable energy resource. One REC results from one MWh of electric energy generated from a renewable energy resource.

“Rules” means the Community Solar Rules established herein or as modified by subsequent action.

“Security Deposit” means any payment of money given to a Subscriber Organization by a Subscriber in order to protect the Subscriber Organization against nonpayment of future subscription fees, but does not include escrowed prepaid subscription fees.

“Service Connection” is the location on the CSG Facility's premises/facilities at which a point of delivery of power between the Utility and the CSG Facility is established.

“Subscriber” means a Customer of the Utility that holds a Subscription to one or more CSG Facilities and has identified one or more individual meters or accounts related to electric service to which the Subscription(s) shall be attributed.

“Subscriber Organization” means a person or legal entity that owns and operates a CSG Facility, or operates a CSG Facility that is built and owned by a third party under contract with such Subscriber Organization. A Subscriber Organization may also be a Subscriber to the facility, subject to the Limitations on Subscriptions set forth herein.

“Subscription” refers to that portion or proportionate interest of Output of a CSG Facility that is allocated to a Subscriber, including the RECs associated with or attributable to the CSG Facility.

“Subscription Fee” in the case of Dual Billing, means the fee set forth in a Subscriber Organization’s contract with the Subscriber. In the case of Net Crediting Consolidated Billing, it means the portion of the Allocated Credit less the Net Credit, which should be accurately described in the contract between the Subscriber Organization and the Subscriber. In the case of Net Crediting Consolidated Billing, the Subscription Fee is the only fee a Subscriber may be charged for their Subscription other than a reasonable deposit as permitted under these Community Solar Rules.

“Unsubscribed Energy” refers to any energy Output of a CSG Facility in kWh that is not allocated to a Subscriber.

“Utility” refers to the utility providing electric service to customers in the City of New Orleans and regulated by the Council.

“Utility Administrative Fee” is a Council-approved charge to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. It includes the costs associated with providing the Subscriber Organizations with the option of Net Crediting Consolidated Billing. The Utility Administrative fee will be applied to all Subscriber Organizations as a percentage of each CSG facility’s monthly sum of its Subscriber Allocated Credits. The Utility Administrative Fee and will be evaluated for revision on a twelve-month basis. Under the Net Crediting Consolidated Billing option, the Utility Administrative Fee will be deducted from the Subscriber Organization’s portion of the Allocated Credits. Under the Dual Billing option, the Utility Administrative fee will be billed separately to the Subscriber Organization.

"Waitlist" refers to the sequential list of CSG Facility projects that have submitted a completed application, but which cannot be placed in the Application Queue because either the Program Capacity Limits or the Category Limits have been exceeded.

III. CUSTOMER ELIGIBILITY

A. Customer Eligibility

(1) All customer rate classes are eligible to subscribe to a CSG Facility.

(2) A Customer may subscribe to a CSG Facility in the Utility's service territory, provided that the Customer has an account for electric service with the Utility.

(3) A Customer may subscribe to CSG Facility regardless of the Customer's participation in other Utility-sponsored renewable programs, such as NEM, provided that the Customer's participation does not violate, individually or collectively, the eligibility limits of all applicable programs and these Rules.

B. Limitations on Subscriptions

(1) A Customer may not hold Subscriptions representing a total amount of energy in the Community Solar Program that exceeds 100 percent of the value of the Subscriber's Baseline Annual Usage.

(2) A Customer may purchase multiple Subscriptions from one or more CSG Facilities provided that the total of the Subscriptions does not exceed the requirements in III.B.(1) of the Rules.

(3) No Customer may own more than a 40 percent interest in the beneficial use of the electricity generated by a CSG Facility, including without limitation, the renewable energy and RECs associated with or attributable to the CSG Facility.

IV. COMMUNITY SOLAR GENERATING FACILITY ELIGIBILITY

A. CSG Facility Eligibility

(1) A CSG Facility can be owned by the Utility or any other for-profit or nonprofit entity or organization.

(2) A Subscriber Organization that has registered with the Council, through CURO, that wishes to construct and operate a CSG Facility as part of the Community Solar Program shall submit an application to the Utility in accordance with the CSG Facility project application procedure established by the Utility as part of these Rules.

(3) A Subscriber Organization shall be responsible for the operation and maintenance of the CSG Facility, the associated Subscription management, and any required reporting to the Utility.

(4) A CSG Facility must be located in the Utility's service territory, must be individually metered, and must be connected to the Utility's distribution system.

(5) A CSG Facility may be either new construction that commenced operation after the date of Council adoption of these Rules or a solar generating system that commenced operation prior to Council adoption of these Rules.

(6) The Subscriber Organization for the CSG Facility must enter into a Contract with the Utility to sell the Output from the facility to the Utility. The purchase of the Output from the CSG Facility shall take the form of a credit against the Subscriber's electric bill.

(7) The Council may establish additional conditions limiting the number of CSG Facilities for which any single Subscriber Organization or its affiliates may apply.

B. CSG Facility Limitations

(1) The CSG Facility's generating capacity/nameplate rating must not exceed five MW as measured by the alternating current rating of the system's inverter.

(2) The beneficial use and renewable attributes of the Output of the CSG Facility must remain with the Subscribers.

(3) A CSG Facility must have at least three Subscribers.

(4) The total number of accounts per CSG Facility may be determined by the Subscriber Organization; however, each Subscription shall be sized to represent at least one kW of the CSG Facility's nameplate rating. The minimum one kW sizing requirement herein shall not apply to Subscriptions owned by an eligible Low-Income Subscriber.

(5) More than one CSG Facility may be located on the same or adjacent property as an existing or proposed CSG Facility owned by the same Subscriber Organization or affiliate, provided that the combined nameplate ratings of such CSG Facilities does not exceed 5000 kW.

(6) One or more Subscriber Organizations may construct multiple CSG Facilities on a single parcel of property, providing that the total MW of the multiple projects on the single parcel does not exceed 5 MW.

(7) To the extent that the analysis performed in the Utility's processing of the CSG Facility application as described in VII.D of these Rules reveals that a proposed CSG Facility would have a negative impact on the reliability of the Utility's system, either the CSG Facility must be reduced in size to mitigate such negative impact, or the CSG Facility developer may choose to incur the costs of necessary upgrades to the Utility's system to enable the CSG Facility to be interconnected without jeopardizing the reliability of the system.

V. CAPACITY LIMITS

A. Community Solar Program Capacity Limits

(1) Subject to the CSG Facility category limits established in these Rules, the Utility shall accept CSG Facility applications as long as the total capacity of all CSG Facilities, as measured by the sum of the nameplate capacity of each CSG Facility's inverter, is less than or equal to five percent of the Utility's annual peak in MW for the first three years of the Community Solar Program. Subsequent to the first three years the Council will reconsider the total capacity limit.

(2) The Utility shall not accept CSG Facility applications beyond the Community Solar Program Capacity Limits or the CSG Facility Category Limits into the Application Queue.

(3) Once the Application Queue has reached the Community Solar Program Capacity Limit or the CSG Facility Category Limit, any further completed applications received by the Utility shall be put on the Waitlist. The Waitlist shall be administered as follows:

(a) Projects will be entered into the Waitlist in the order in which they are received;

(b) These applications shall not be processed immediately, but shall be held by the Utility;

(c) When a slot opens up in the Application Queue, either because a project has moved into the Construction Queue or because a project has dropped out, the Subscriber Organization with the first project in the Waitlist with a nameplate capacity (as measured by the alternating current rating of the system’s inverter) that does not exceed the available slot will be given the option to move into the Application Queue. If the Subscriber Organization declines to move into the Application Queue, the project will be removed from the Waitlist.

(i) If the project at the top of the Waitlist has a capacity greater than the available slot, the Utility shall give the Subscriber Organization the opportunity to reduce the project capacity to fit within the available slot;

(ii) If it chooses to reduce the project's capacity to conform, the Subscriber Organization must notify the Utility within ten (10) business days of its intent, and must then submit an updated Application with a conforming capacity total within thirty (30) days after providing notice of its intent;

(iii) The Utility shall work sequentially through the Waitlist in this manner until a project is identified to fill the available slot in the Application Queue. If a project chooses not to reduce its capacity to conform to the available slot, the project shall retain its position in the Waitlist, and the Utility will offer the available slot to the next Project in the Waitlist.

(d) Once a project has been moved from the Waitlist to the Application Queue, its application shall be processed in accordance with the Program Rules and processes.

B. CSG Facility Category Limits

(1) CSG Facilities shall be classified into one of two categories:

(a) Open Category: CSG Facilities of any size up to two MW as measured by the alternating current rating of the system's inverter.

(b) Low-Income Category: CSG Facilities of any size up to five MW as measured by the alternating current rating of the system's inverter in which a minimum of 30 percent of the CSG Facility's Output is provided to Low-Income Subscribers.

(2) The Utility shall accept CSG Facility applications in each of the following categories up to the Community Solar Program Capacity Limits and according to the following CSG Facility Category percentages:

(a) Open Category: up to 50 percent of the Community Solar Program Capacity Limits; and

(b) The remaining 50 percent of the Community Solar Program Capacity Limit shall be reserved for Low-Income Category CSG Facilities.

VI. SUBSCRIBER ORGANIZATION REGISTRATION AND RECORDS

A. Registration with the Council

(1) A Subscriber Organization shall register with the Council, on forms authorized by the Council, prior to offering Subscriptions to a CSG Facility or operating a CSG Facility. CURO shall process the registrations and make a list of Subscriber Organizations with current, valid registrations available on the Council's website.

(2) The Council shall assign each Subscriber Organization with an identification number.

(3) A Subscriber Organization shall maintain the registration with the Council by notifying the Council whenever certain information supplied as part of the registration with the Council becomes inaccurate, and updating their registration with accurate information. Subscriber Organizations shall renew their registration with CURO annually. If any Subscriber Organization fails to renew their registration in a timely manner, or if CURO otherwise becomes aware that the information in a Subscriber Organization's registration is no longer accurate, CURO shall notify the Subscriber Organization of the lapse in its registration and the Subscriber Organization shall have 30 days to renew or update its registration. If the Subscriber Organization fails to renew its or update its registration within the 30-day period, its registration shall be revoked by CURO. When a Subscriber organization's registration is revoked, CURO shall notify the Utility and the Utility shall no longer be required to purchase energy or capacity from the Subscriber Organization's CSG Facility or to provide credits to the Subscribers of that CSG Facility.

(4) By registering with the Council, a Subscriber Organization acknowledges and agrees it is bound by the Council's regulatory authority and jurisdiction to enforce the requirements contained in these Rules, including, but not limited to, the Council's authority to impose penalties on the Subscriber Organization as provided for in these Rules, or otherwise allowed by law.

(5) CURO may charge a reasonable fee to Subscriber Organizations for initial registration with the Council and for annual renewal, as authorized by the Council.

B. Subscriber Organization Obligations and Records

(1) A Subscriber Organization shall maintain on file with CURO the following information for the duration of the operation of each CSG Facility:

(a) Owner name and address.

(b) Business address.

(c) Name of registered agent in Orleans Parish.

(d) General information on the facility including: location, DC and AC nameplate capacity, major equipment list, interconnection requirements, and any other relevant design details.

(e) Proof of liability insurance in an amount reasonably adequate to protect the public and the Utility against damages caused by the operation of each CSG Facility. The Council, through CURO or other designated agency, will establish minimum levels of liability insurance that shall be deemed reasonably adequate for CSG Facilities.

(f) Proof of registration "In Good Standing" with the Louisiana Secretary of State.

(g) Proof of professional licenses from all applicable regulatory agencies, such as the Louisiana State Licensing Board for Contractors.

(h) A copy of the Subscriber Organization's Occupational or General Business License obtained from the City of New Orleans' Bureau of Revenue.

(2) A Subscriber Organization shall maintain in its own files the following information for the duration of the operation of each CSG Facility:

(a) Subscriber information including: name, mailing address, address at which the Subscriber has an account for electric service with the Utility, and, where relevant, the data supporting a Subscriber's classification as a Low-Income Subscriber.

(b) Subscription information for each Subscriber including a copy of the contract, rates, fees, and terms and conditions.

(3) A Subscriber Organization shall provide the information in Section VI.B(2) to the Council upon request.

(4) A Subscriber Organization shall provide to the Council, within 10 business days, information requested by the Council concerning the operation of its CSG Facilities.

(5) Contracts between the Subscriber Organization and the Utility shall be a matter of public record and shall be filed with the Clerk of Council by the Subscriber Organization.

(6) A Subscriber Organization, and, where relevant, the third-party owner/developer, are responsible for ensuring that its CSG Facility is

constructed, maintained, and operated in compliance with all relevant local, state, and federal laws, rules regulations and standards, including, but not limited to, reliability, safety, zoning, permitting, occupational safety and health, and environmental laws, rules, regulations and standards, as well as adherence to the Utility's interconnection policies and procedures and these Rules.

(7) CURO shall maintain on the Council's website a list of Subscriber Organizations registered with the Council, the names of any Subscriber Organizations whose registrations have lapsed or been revoked by the Council, a copy of these Rules, and an explanation of how consumers may submit a complaint related to these Rules to the Council.

VII. COMMUNITY SOLAR PROGRAM MANAGEMENT

A. Community Solar Program Plan

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Community Solar Plan setting forth the Utility's plan for implementing these Rules including the Utility's program administration plan and relevant tariffs for compliance with these Rules.

B. CSG Facility Standard Interconnection Agreement

(1) Within 90 days from the effective date of the Rules, the Utility shall develop a Standard Interconnection Agreement for CSG Facilities, which shall be subject to the review and approval of the Council.

(2) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of Entergy's Distribution Design Basis/Standards DR7-01 and DR7-02.

(3) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of these Rules and shall describe any and all interconnection expenses, and other charges in conformity with the Rules.

C. CSG Facility Project Application Procedure

(1) Within 90 days from the effective date of the Rules, the Utility shall establish a CSG Facility application procedure in compliance with these Rules and applicable Council orders, and consistent with the CSG Facility Standard Interconnection Agreement.

(2) The Utility shall develop its CSG Facility application procedure in a manner designed to encourage achievement of the Council's community solar guiding principles, timely project development, and equitable allocation of the

Community Solar Program Capacity Limits and the CSG Facility Category Limits. In addition CSG Facility details necessary for the application, the application procedure shall require:

(a) Proof of Subscriber Organization registration with the Council;

(b) Proof of application for all applicable permits to construct and Operate the CSG Facility; and

(c) Proof of site control. The Utility shall accept as proof of site control: evidence of property ownership; an executed lease agreement; a signed option to purchase a lease; or an email from the property owner expressing interest in the project.

(3) A Subscriber Organization shall notify the Utility of the location, capacity and expected energy production of its proposed CSG Facility at the time it submits an interconnection request, or prior to soliciting subscriptions from potential Subscribers, whichever occurs first.

D. Processing of CSG Facility Applications

(1) The Utility shall process applications from Subscriber Organizations filed in accordance with the CSG Facility application procedure in the order in which the utility receives the application.

(2) Within 10 business days of receipt, the Utility shall notify the Subscriber Organization whether the application is complete. If the application is incomplete, the Utility shall provide a written list detailing all information that must be provided to complete the application.

(3) A Subscriber Organization receiving notice of an incomplete application shall revise and submit the required information within 10 business days after receipt of the list of incomplete information. Failure to submit the required information within 10 business days shall result in the application being rejected, but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future.

(4) The Utility shall notify a Subscriber Organization within 10 business days of receipt of a revised application whether the application is complete or incomplete.

(5) The Utility shall grant an extension of time of an additional 10 days to provide such information upon request from the Subscriber Organization.

(6) The Utility shall reject an application that is not submitted in accordance with CSG Facility application procedure.

(7) The Utility shall assign a unique identification number to each complete application and the application shall be deemed accepted into either the Application Queue or the Waitlist, as appropriate, as of the date the identification number is assigned.

(8) Application Queue—The Utility shall establish an Application Queue based on application acceptance date. An initial engineering review will be conducted by the Utility for each complete application.

(a) The Subscriber Organization shall have 45 days from the date of receipt of the initial review response to agree in writing to commence the required interconnection studies before the project is removed from the Application Queue.

(b) If the Subscriber Organization intends to pursue a group initial study for multiple projects, this intention shall be stated during the application process. The Subscriber Organization shall have 45 days to agree in writing to move forward with the required interconnection studies before the projects involved in the group are removed from the Application Queue.

(c) Failure to submit an executed study agreement within 45 days following receipt of the initial review shall result in the Subscriber Organization losing its place in the Application Queue for the affected project(s), but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future for the same project(s).

(d) Upon completion of required interconnection studies, the Subscriber Organization has 90 days to execute an interconnection agreement or be removed from the Application Queue. Following execution by the Subscriber Organization, the Utility will execute the interconnection agreement as well. Execution by the Utility at this point does not waive any further obligations of the Subscriber Organization to complete construction or testing as required by the Utility to grant permission to operate or render Notice of Satisfaction.

(9) Construction Queue—Upon execution of an interconnection agreement, the CSG Facility project will be added to the Construction Queue.

(a) If, within 18 months following execution of an interconnection agreement, a CSG Facility fails to begin operating, the Subscriber Organization shall provide to the Utility an initial deposit of $25 per kW for the project to remain in the Construction Queue.

(b) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 24 months of executing an interconnection agreement.

(c) If a CSG Facility fails to begin operating within 24 months of executing an interconnection agreement, the Subscriber Organization shall provide to the Utility an additional deposit of $25 per kW for the project to remain in the Construction Queue.

(d) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 36 months of executing an interconnection agreement, in which case the full deposit shall be forfeited by the Subscriber Organization.

(e) Deposit deadlines shall be tolled during periods in which the Subscriber Organization is not in control, such as during study timelines, interconnection upgrade construction, or waiting periods.

(10) Any forfeited deposits shall be credited back to Utility customers via the Fuel Adjustment Clause.

(11) The Utility's interconnection process shall include an analysis of any potential reliability impacts, positive or negative, of the interconnection of the CSG Facility at the requested location.

(12) If the Utility participates as a Subscriber Organization, it will have the same rules applied to it as any other Subscriber Organization.

(13) If the Utility or any of its affiliates participate as a Subscriber Organization, the Utility may not recover any portion of its CSG Facility costs through its base rates. If a Utility or any of its affiliates participate as a Subscriber Organization, it must not offer its own CSG Facility, or that of its affiliate any preferential treatment or benefit not available to other Subscriber Organizations.

E. Utility Data and Project Information

(1) The Utility shall designate a contact person, and provide contact information on its website for submission of all project application requests, and from whom information on the project application request process and the Utility's electric distribution system can be obtained.

(2) The Utility shall provide information, updated at least quarterly, on its website about the current status of the Community Solar Program and CSG Facility applications, including: name; address; date of application; interconnection

status; expected date of operation; percent of the project that is subscribed, and remaining available capacity by year in each program category. The Utility shall also include on its website a link to the Council's Community Solar web page.

(3) The Utility shall make reasonable attempts to assist all applicants with identifying means to locate and operate CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits at locations identified by applicants. If the Utility or any of its affiliates choose to participate as an owner/developer of a CSG Facility and/or a Subscriber Organization, the Utility must offer other owner/developer and Subscriber Organizations equal access to the information available to the Utility and its affiliates for locating and operating CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits so that neither the Utility's nor its affiliate's CSG Facility has preferential access to information inaccessible to other Subscriber Organizations.

(4) The information provided by the Utility on its website shall include studies and other materials useful to understanding the feasibility of interconnecting a CSG Facility on the Utility's electric distribution system, except to the extent providing the materials would violate security requirements, confidentiality agreements, or be contrary to law.

(5) The Utility may require an applicant to execute an appropriate confidentiality agreement prior to release or access to confidential or restricted information.

(6) The Utility shall monitor and review its distribution system to determine any adverse or beneficial effects resulting from each installed CSG Facility.

(7) The Utility shall maintain for the longer of ten years or the duration of the community solar program, the following information for each CSG Facility: recorded monthly peak output, monthly energy output, aggregate annual energy credited to Subscribers by rate class; aggregate annual amount of subscription credits provided to Subscribers by rate class; annual amount of unsubscribed energy output provided to the Utility; and annual amount paid by the Utility for unsubscribed energy. Subscriber monthly billing information should be maintained by the Utility consistent with the Utility's customer billing records retention policy.

F. Utility Reporting

(1) The Utility shall provide the Council with complete data, information, and supporting documentation necessary to monitor the Community Solar Program status, impact on operations, Subscriber and ratepayer impact, and other information upon request.

(2) By May 1 of each year, the Utility shall file an annual report with the Council on the Status of the Community Solar Program Including: (1) monthly energy (MWh) and capacity (MW) produced by the Community Solar Program, including each CSG Facility; (2) monthly cost of energy and capacity ENO purchases through the Community Solar Program, identifying bill credits separate from unsubscribed energy; (3) monthly \$/MW and \$/MWh of the capacity and energy purchased, (4) Utility fixed and variable costs by subaccount associated with administering the Community Solar Program; (5) Utility costs by subaccount associated with administering the consolidated billing portion of community solar; (6) balance and activity of the regulatory asset subaccount, including amortization, related to unrecovered consolidated billing costs; (7) tons of emissions avoided through utilization of the energy and capacity produced by the Community Solar Program; (8) any positive and negative impacts on the operation of the Utility's distribution system; (9) any benefits provided to the Utility's system by the Community Solar Program related to mitigating or recovering from storm events or other outages.

(3) The electric Utility shall maintain a list of projects and total program capacity, and shall provide the list to the Council by June 30 and December 31 of each year.

(4) The Utility shall publish on its website a rolling 24-month report of what the per-kWh and per-kW credit for energy and capacity was in order to assist customers seeking to evaluate whether to enter into or renew a contract with a CSG Facility.

G. Utility Cost Recovery and Charges

(1) Once the Utility's Community Solar Plan has been reviewed and approved by the Council, the Utility shall have a fair opportunity to receive full and timely cost recovery of costs incurred to implement and administer the Community Solar Program, and any non-reimbursed portion of program bill credit costs and unsubscribed energy costs.

(2) The Utility may not establish a separate surcharge fee or rate for recovery of any Community Solar program costs identified in Section VII.G.1. The specific mechanisms for Community Solar program cost recovery will be approved by a Council resolution based on the Council's review of the community solar tariffs proposed in the Community Solar Plan required under Section VII.A.1.

(3) The Utility may assess a Council-approved charge (the Utility Administrative Fee) to the Subscriber Organization to cover the Utility's incremental costs associated with integrating the generation from the CSG Facility into the

Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's Subscriber billing credits. This charge shall not reflect costs that are already recovered by the Utility from Customers through other charges. The Utility may seek a revision of this charge no more frequently than once per year.

(4) The Utility's revenue and expenses associated with the Subscriber Organizations and the Community Solar Program Plan shall be identified separately in general ledger records and maintained in separate revenue and expense sub accounts. The Utility's incremental costs, including consolidated billing costs, shall be identified separately in general ledger records and maintained in separate sub accounts.

(5) Until a sufficient number of CSG facilities in the Application Queue are operational, the recovery of the Utility's incremental costs through a Utility Administrative Fee will be through the following procedure: (i) subsequent to the date the consolidated billing systems become operational, an interim Utility Administrative Fee at 3% of Allocated Credits will be set, applicable to all CSG facilities; (ii) potential revisions to the interim Utility Administration Fee will occur every twelve months thereafter; (iii) a six-month evaluation will include a review of all current data, and will provide the opportunity to resolve any incremental cost issues raised by parties prior to the next potential revision to the Utility Administrative Fee; (iv) in evaluating the operations of the recently completed twelve-months, the balance of incremental costs in excess of the proceeds from the interim Utility Administrative Fee will accrue in a regulatory asset subaccount at the Utility's before-tax Weighted Average Cost of Capital, that subaccount having no impact on ratepayers; (iii) each subsequent twelve-month potential revision to the Utility Administrative Fee will consider (a) the projected amount of CSG subscribed kWhs available for the Allocated Credits, (b) a comparison of actual proceeds received from the Utility Administrative Fee compared to the Utility Administrative Fee revenue estimated at the previous twelve-month review; (c) an amortization of the amount of unrecovered incremental costs accrued in the regulatory asset subaccount. The regulatory asset amortization amount will be adjusted by the Council as more data become available in subsequent twelve-month revisions to the Utility Administrative Fee. The amortization amount will also be dependent on the Council's decision regarding the amount of change to the interim Utility Administrative Fee.

VIII. SUBSCRIPTION CREDITS

A. Subscriber Organizations are required to provide real time reporting of production as specified by the Utility. For CSG Facilities greater than 250 kW, the Subscriber

Organization shall provide real time electronic access to production data. The Utility may require different real time reporting for CSG Facilities 250 kW and smaller.

B. To enroll a Subscriber in a CSG Facility a Subscriber Organization shall provide the following to the Utility at least two months prior to the desired month in which the Subscription would take effect:

(1) Subscriber name;

(2) Subscriber Service Address;

(3) Subscriber Utility account number;

(4) Designation as either a Low-Income Subscriber (along with documentation supporting this designation) or a non-Low Income Subscriber;

(5) Subscriber's allocated percentage of the CSG facility;

(6) Subscriber's status as either Dual Billing or Net Crediting Consolidated Billing in conformity with the Subscription contract;

(7) Subscriber's Guaranteed Savings Rate (10%, 15%, or 20%), if applicable.

C. Each month, before the date specified by the Utility, the Subscriber Organization will provide the Utility a Subscriber report for each of its CSG Facilities detailing each Subscriber's percentage allocation of the CSG Facility output. The Utility shall rely on this report each month as the definitive source of information to be used in calculating the Allocated Credits and, if applicable, Net Credits for the monthly output of the CSG Facility. The monthly report shall follow a standard format specified by the Utility in order to integrate data into the Utility's billing system. The monthly report shall also include the amount of the CSG Facility's capacity that remains unsubscribed.

(1) If a Subscriber's Utility account is closed, the Utility will advise the Subscriber Organization. The Subscriber Organization shall immediately remove the Subscriber from the monthly Subscriber report for all CSG Facilities.

(2) In the case of temporary disconnection for non-payment, any Net Credits that a Subscriber accrues during the disconnected period will appear on the next bill following reconnection.

D. The Utility shall calculate the amount of CSG Facility monthly kWh Output to be credited to each Subscriber by multiplying the Subscriber's most recent generation proportion of the CSG Facility by the Utility metered Output of the CSG Facility.

E. The Utility shall calculate and render Allocated Credits and Net Credits for each Subscription, as appropriate, using the most recently updated monthly Subscriber report and CSG Facility Output data on a two-month lag.

> **Example**: the Allocated Credits and Net Credits for Subscribers listed on a Subscriber report as participating in February would be calculated after receipt of actual CSG Facility Output for February. These Allocated Credits or Net Credits would appear on the Subscriber's April Utility bills. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, the Utility would remit the Subscriber Organization's portion of the Allocated Credits less the Utility Administrative Fee in April.

If a Subscriber fails to pay their electric Utility bill in full for any month for which the Subscriber Organization's portion of the Allocated Credits for that Subscriber have already been remitted to the Subscriber Organization, the Utility shall debit on a future remittance to the Subscriber Organization an amount equal to the Subscriber Organization's portion of the Allocated Credits for that Subscriber for the month in which the Subscriber failed to make a payment. Following receipt of payment from a Subscriber for the total amount of the electric Utility bill that was previously unpaid, the Utility shall reverse the debit on a future remittance to the Subscriber Organization. If a future remittance to the Subscriber Organization is not anticipated by the Utility, the Utility shall bill the Subscriber Organization appropriately, to reflect the net effect of the Subscribers non-payment.

F. For Net Crediting Consolidated Billing Subscribers, the Net Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Net Credit and the associated information necessary to calculate the Net Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, CSG per kWh credit rate, and Guaranteed Savings Rate. For example:

CSG Net Credit … (900 kWh @ $0.1350) * 10% Guaranteed Savings .. $ -12.15

G. For Dual Billing Subscribers, the Allocated Credit shall be shown on the Subscriber's Utility bill as a single line item showing the Allocated Credit and the associated information necessary to calculate the Allocated Credit, including the Subscriber's pro rata portion of the monthly output of a CSG Facility, and CSG per kWh credit rate. For example:

CSG Allocated Credit … ……………………900 kWh @ $0.1350 .. $ -121.50

H. For Subscriber Organizations with Net Crediting Consolidated Billing Subscribers, Payments to Subscriber Organizations of their portion of Allocated Credits shall be accompanied by statements showing for each Subscriber the Guaranteed Savings Rate, monthly kWh allocation of the CSG Facility Output, Allocated Credit, applied Net Credit, and the Utility Administrative Fee.

I. The CSG per kWh credit for all Subscribers that do not qualify as Low Income Subscriber will be the full retail rate, including all rider schedules that would be applicable to the Subscriber on a per kWh basis. The CSG per kWh credit rate for Low-Income Subscribers shall be the full retail rate, including all applicable rider schedules that would be applicable to the Low-Income Subscriber on a per kWh basis, plus 2.0 cents/kWh.

J. The appropriate CSG credit will be applied to the bill of each Subscriber on a kWh basis.

K. The Subscription monthly bill credit so determined will apply to each Subscriber irrespective of the customer class tariff under which the Subscriber receives service from the Utility, and will apply to all Subscribers in a CSG Facility.

L. If, in a monthly billing period, the billing credit associated with the Subscription of a Subscriber exceeds the Subscriber's bill from the Utility, the excess billing credit will be rolled over as a dollar amount bill credit from month to month indefinitely until the Subscriber terminates service with the Utility at which time no payment shall be from the Utility for any remaining bill credits associated with the Subscriber's Subscription.

M. The Utility shall retain a record of CSG Facility kWh applied to each Subscriber's account for a period of three years.

IX. UNSUBSCRIBED ENERGY

A. The Utility will pay a Subscriber Organization for up to 20 percent of the monthly energy produced by a CSG Facility and delivered to the Utility if such energy is not allocated to a Subscriber of the CSG Facility.

B. The rate per kWh to be paid for net deliveries to the Utility, pursuant to Section IX.A, shall be the Utility's estimated avoided energy costs for the appropriate time period from the Utility's most recent biennial filing with the Clerk of Council of the City of New Orleans pursuant to the Public Utilities Regulatory Policies Act of 1978, Section 210.

X. LOW-INCOME CUSTOMER VERIFICATION

A. The operator of a low-income multi-family dwelling unit may apply to the Council to qualify as a Low-Income Subscriber for the purposes of the Community Solar Program. The operator should demonstrate to the Council that the Subscription Credits will be credited to the tenants of the low-income multifamily dwelling.

B. A Subscriber Organization shall certify to the Utility in writing that the Subscriber Organization has verified the eligibility of all Low-Income Subscribers needed to qualify for the program prior to receiving permission to operate from the Utility.

C. A Subscriber Organization shall accept as proof of income to verify Low-Income Customer status (1) a W-2 form or tax return for the previous calendar year demonstrating income at or below 60% of median family income for the New Orleans-Metairie area according to the most recent guidelines available through the United States Department of Housing and Urban Development, or at or below 60% of the estimated median income for the state according to the most recent guidelines available through the Louisiana Housing Corporation, or (2) evidence of enrollment in any federal, state, or local assistance program that limits participation to households whose income is at or below sixty percent (60%) of the Area Median Income for the New Orleans-Metairie area.

XI. SUBSCRIPTION TRANSFERS AND PORTABILITY

A. A Subscriber may release all or part of their Subscription back to the Subscriber Organization for transfer to any person or entity who qualifies to be a Subscriber in the CSG Facility.

B. A Subscriber who desires to transfer all or part of his or her Subscription to another eligible Customer desiring to purchase a Subscription may do so only through the Subscription Organization and in compliance with the terms and conditions of the Subscription contract and the transfer will be effective in accordance therewith.

C. If the CSG Facility is fully subscribed, the Subscriber Organization shall maintain a waiting list of eligible Customers who desire to purchase Subscriptions. The Subscriber Organization shall offer the Subscription of the Subscriber desiring to transfer their interest, or a portion thereof, on a first-come, first-serve basis to Customers on the waiting list.

D. A Subscriber that moves to a different premise located within the Utility service territory may change the premises to which the Subscription is attributed, however, the Subscriber must adjust their Subscription so that it does not exceed 100 percent the Baseline Annual Usage at the new location and release any portion of their Subscription beyond that level back to the Subscriber Organization. A Subscriber Organization may not charge an unreasonable transfer fee to such a Customer.

E. The Subscriber Organization and the Utility shall jointly verify that each Subscriber is eligible to be a Subscriber in the CSG Facility. The CSG Facility Subscriber enrollment records shall include, at a minimum, the Subscriber's name and Utility Account number, the percentage share owned by the Subscriber, the effective date of the ownership of that Subscription, and the premises to which the Subscription is attributed for the purpose of applying billing credits. Changes in the Subscriber enrollment records shall be communicated by the Subscriber Organization to the Utility, in written or electronic form, as soon as practicable, but on no less than a monthly basis.

F. Prices paid for Subscriptions in a CSG Facility shall not be subject to regulation by the Council. However, to ensure that Subscriber Organizations are acting fairly and transparently, the Subscriber Organizations must provide materials to the potential Subscriber clearly showing the Subscription cost.

G. To ensure fairness and transparency regarding the transfer of subscriptions and Subscription Credits, the Utility, in consultation with the Council and its Advisors will develop a process and requirements therefor. The Subscriber Organization will be responsible for any costs associated with the transfer of subscriptions and/or Subscription Credits.

XII. RENEWABLE ENERGY CREDIT OWNERSHIP

A. Subscribers are not customer generators.

B. The ownership and title to all renewable energy attributes or Renewable Energy Credits associated with the CSG Facilities shall belong to the individual Subscribers.

C. The Subscriber Organization may enter into an agreement with Subscribers to transfer ownership of RECs from the Subscriber to the Subscriber Organization. Any such agreement to transfer ownership of the RECs must be included in the subscription agreement in terms that can be easily understood, and must be highlighted, clearly stated, and initialed by the Subscriber.

XIII. CONSUMER PROTECTION & DISCLOSURE

A. Unauthorized Subscriptions.

(1) No person shall subscribe a Customer to a community solar energy generation system without the Customer's express written consent.

(2) A Subscriber Organization may not add a new charge for a new service, existing service, or service option not described in the Subscriber's contract with the Subscriber Organization without first providing written notice to the Subscriber and providing them an opportunity to terminate their Subscription without penalty if the new charge is unacceptable to the Subscriber.

B. Discrimination Prohibited.

(1) A Subscriber Organization may not discriminate against any Customer, based wholly or partly on race, color, creed, national origin, or gender of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

(2) A Subscriber Organization may not refuse to provide service to a Customer except by the application of standards that are reasonably related to the Subscriber Organization's economic and business purpose.

C. Prohibition of Unfair, Deceptive, or Abusive Acts or Practices.

(1) Each Subscriber Organization shall conduct all aspects of its business that touch on Consumers or their interests without any unfair, deceptive, or abusive acts or practices.

(2) Each Subscriber Organization shall regularly examine and consider the possibility of unfair, deceptive, or abusive acts or practices violations in all aspects of its business that touch on consumers or their interests, including, but not limited to, marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

(3) Subscriber Organizations shall not harass or threaten consumers and should avoid high-pressure sales techniques. Subscriber Organizations should not take advantage of a consumer's lack of knowledge, and if they become aware that a consumer clearly misunderstands a material issue in a community solar transaction, they should correct that misunderstanding. Consumer questions must be answered honestly, Subscriber Organizations may not make any statements to consumers that are false or without a reasonable basis in fact.

D. Limitation of Liability

(1) In the event of the failure, termination, or disqualification of a CSG Facility or Subscriber Organization, Subscribers' liability will be limited only to loss of the funds that they commit to invest in a community solar project.

E. Advertising, Marketing, and Solicitations.

(1) Advertising Permitted.

(a) A Subscriber Organization may advertise its services.

(b) A Subscriber Organization may not engage in an advertising, marketing or trade practice that is unfair, false, misleading, or deceptive.

(c) All advertising claims must be supported by factual, verifiable sources. Advertising claims should avoid underestimating costs, overestimating performance and overvaluing financial and incentive benefits.

(d) Subscriber Organizations should be familiar with all advertising laws, rules, regulations, and guidance, including federal, state, and local guidance on advertising and marketing.

(e) Prices quoted must be accurate and complete, including, but not limited to disclosure as to any initial pricing incentives, such as "teaser rates" that include future price increases, and whether the quoted price includes any price incentives, such as government tax incentives or utility program incentives, and the terms of eligibility for such incentives.

(f) Any projections of future utility prices presented by a Subscriber Organization or its Agents to consumers must be based on accepted sources and methods. They must be clearly identified, verifiable, and be based on one or more of the following sources:

(i) Energy Information Agency ("EIA") data from the Annual Energy Review, Annual Energy Forecast, Monthly Energy Forecast, or similar EIA publications for the state in which the system is located;

(ii) Council resolutions, orders, publications, or filings with the Council by the Utility;

(iii) Industry experts or other qualified consultants; or

(iv) Other similar reliable sources qualified by the Council or CURO office.

(g) Accepted methods for Utility electricity price projections include:

(i) If based on historical data for the utility servicing the installation site, combined average growth rate using no less than five years of data ending with the most recent year for which data is publicly available;

(ii) If based on projections of third-party sources, then it must be an accurate representation of any data within the timeframe of the source of the data, and when projecting beyond the timeframe of the source data, a combined average growth rate projection using a time period that is the greater of source data timeframe or five years.

(h) Any endorsements of the Subscriber Organization or its products or services by individuals used in any media format either owned by the Subscriber Organization or initiated or sponsored by the Subscriber Organization through media owned by a third party must be authorized by the endorser, accurate, genuine, in proper context, and without misrepresentation, whether the misrepresentation is affirmative or by omission. It must be clear as to whether the endorser is providing an opinion as a consumer with true firsthand experience, as an expert, or as a spokesperson, and transparent as to whether any connections exist between the endorser and the Subscriber Organization beyond that which a consumer would ordinarily expect.

(2) Marketing.

(a) A Subscriber Organization's marketing or solicitation information shall include the name under which the Subscriber Organization is registered with CURO.

(b) A Subscriber Organization may use an Agent to conduct marketing or sales activities. A Subscriber Organization is responsible for any fraudulent, deceptive, or other unlawful marketing performed by its Agent while marketing or selling Subscriptions on behalf of the Subscriber Organization.

(c) Subscriber Organizations and their Agents must follow all applicable marketing laws, such as the National Do Not Call Registry, the CAN-SPAM Act of 2003, etc.

(d) Door-to-door marketing and sales: A Subscriber Organization may not permit a person to conduct door-to-door marketing on its behalf until it has obtained and reviewed a criminal history record. Subscriber Organizations shall be solely responsible for carefully screening individuals used for door-to-door marketing purposes to include only those individuals having no history of fraudulent conduct or violent behavior.

(e) A Subscriber Organization must issue an identification badge to any persons conducting door-to-door sales on its behalf to be worn and prominently displayed when conducting door-to-door activities or appearing at public events on behalf of the Subscriber Organization. The badge must accurately identify the Subscriber Organization and display the employee or Agent's full name and photograph. When conducting door-to-door activities or appearing at a public event, the Subscriber Organization's employees and Agents may not wear apparel or accessories or carry equipment that contains branding elements, including a logo, that suggests a relationship that does not exist with a utility, government agency, or another Subscriber Organization.

(f) A Subscriber Organization shall ensure the training of its employees and Agents on the following subjects:

(i) Local, state and federal laws and regulations that govern marketing, telemarketing, consumer protection, and door-to-door sales as applicable to the relevant types of marketing and jurisdictions;

(ii) The consumer protections set forth in these Rules, including the prohibition on unfair, deceptive, or abusive acts or practices; and

(iii) The Subscriber Organization's products, services, and contracts.

(g) Geographic marketing permitted.

(i) A Subscriber Organization may market services on a geographic basis.

(ii) A Subscriber Organization is not required to offer services throughout an electric company's entire service territory.

(iii) A Subscriber Organization may not refuse to provide service to a Customer based on the economic character of a geographic area or the collective credit reputation of the area.

F. Creditworthiness.

(1) A Subscriber Organization shall apply uniform income, security deposit, and credit standards for the purpose of making a decision as to whether to offer a Subscription to Customers within a given class, provided that the Subscriber Organization may apply separate sets of uniform standards for the purpose of promoting participation by low-income retail electric Customer.

G. Subscriber Funds

(1) Subscriber funds, including deposits, collected by the Subscriber Organization in advance of commercial operation of a CSG Facility, shall be held in escrow. The escrow shall be maintained by its terms until such time as the CSG Facility commences commercial operation as certified by Utility acceptance of energy from the CSG Facility.

H. CSG Facility Reporting

(1) Production from the CSG Facility shall be reported by the Subscriber Organization to its Subscribers at least monthly. To facilitate the tracking of production data by Subscribers, Subscriber Organizations are encouraged to provide website access to Subscribers showing real time Output from the CSG Facility, if practicable, as well as historical production data.

I. Required Disclosures

(1) Contract Summary.

(a) Prior to the time that a contract for a Subscription to a community solar project is executed, a Subscriber Organization shall present the Customer with a completed Contract Summary Disclosure using the form that is approved by the Council. A Customer shall be allowed no less than three days to review the Contract Summary Disclosure prior to execution of the contract and the terms of the contract offered to the Customer may not be changed during that three-day period. At a minimum, the Contract Summary must include:

(i) Start and end date of the contract.

(ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of when Customer may cancel renewal without penalty.

(iii) Ability of Customer to terminate early, early termination penalty, if any.

(iv) Ability of developer to terminate contract early, and any remedy provided to Customer.

(v) Ability of Customer to transfer Subscription to another consumer. Ability of Customer to transfer bill credit to new address in ENO service territory.

(vi) All one-time payments or charges, including any deposit.

(vii) All recurring payments or charges.

(viii) All penalties or fees to which the Customer may be subject.

(ix) Total amount to be paid by Customer under contract.

(x) Billing and payment procedure.

(xi) Whether Customer owns or leases the solar panel or capacity;

(xii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable

Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, the Subscriber may not lawfully make any claims about the renewable energy nature of the generation at the community solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject.

(xiii) Contact information of developer where Customer may call with questions. Must include physical address, telephone number and email address.

(xiv) Address, phone number and email contact information for the CURO, as well as the address of the Council's community solar webpage.

(xv) Statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time.

(xvi) Notice that contract does not include Utility charges.

(xvii) Notice that developer makes no representations or warranties concerning the tax implications of the contract and Customer should consult a tax professional for such information and advice.

(b) The Customer shall initial a copy of the Contract Summary Disclosure to acknowledge receipt of the Contract Summary.

(2) Notice of Subscription.

(a) A Subscriber Organization shall provide notice of Subscription of a Customer to the utility in a format consistent with Council orders.

(b) A Customer entering into an agreement with a Subscriber Organization shall receive written notice of enrollment from the Subscriber Organization and the Utility.

(c) Notice of enrollment shall include the following:

(i) Customer name;

(ii) Customer service address;

(iii) Billing name;

(iv) Billing service address;

(v) Utility name;

(vi) Utility account number;

(vii) Subscriber Organization name;

(viii) Subscriber Organization account number; and effective date of the enrollment.

J. Contracts for Customer Subscription in a Community Solar Project

(1) Minimum Contract Requirements: A Subscriber Organization's Subscription contract shall contain all material terms and conditions, stated in plain language, including the following:

(a) A description of the transaction, including:

(i) Whether the Subscriber will own or lease a portion of the community solar project;

(ii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber’s portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, it may not lawfully make any claims about the renewable energy nature of the generation at the Community Solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject. The statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber’s portion of the project shall be clearly stated, highlighted and initialed by the Subscriber.

(iii) A statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time; and

(iv) Notice that the contract does not include utility charges.

(b) The Subscriber Organization's obligation to maintain its registration with the Council for the duration of the contract.

(c) Term of the contract, including:

  (i) Start and end date of the contract;

  (ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of procedure for consumer to cancel renewal without penalty;

  (iii) Ability of consumer to terminate early and the corresponding early termination penalty, if any;

  (iv) Ability of developer to terminate contract early, and any corresponding remedy to be provided to the consumer, if any.

(d) Transferability and portability.

  (i) The ability of the consumer to transfer Subscription to another consumer.

  (ii) The ability of the consumer to transfer the bill credit to a new address within the same Utility service territory.

(e) The ability of the consumer to reduce the size of their commitment and any fees or penalties related thereto.

(f) The total amount to be paid by the consumer under the contract, including:

  (i) A clear statement of the total amount;

  (ii) A listing of all one-time payments or charges, including any deposit, and whether the deposit is refundable;

  (iii) A listing of all recurring payments or charges (monthly, annually, etc.);

  (iv) A listing of any penalties or fees to which the consumer may be subject and the conditions under which such penalties or fees would be applied.

(g) Billing and payment procedure.

(h) The data privacy policy of the Subscriber Organization, including what data will be collected, for what purpose and to whom the developer may disclose the data.

(i) Evidence of insurance.

(j) A long-term maintenance plan for the project.

(k) The current production projections for the project and a description of the methodology used to develop production projections.

(l) Contact info of Subscriber Organization where consumer may call with questions, including the physical address, telephone number and email address of the Subscriber Organization.

(m) Notice that the Subscriber Organization makes no representations or warranties concerning the tax implications of the contract and consumers should consult their tax professional.

(n) Any other terms and conditions of service.

K. Disclosure of Subscriber Information.

(1) Except as provided under these Rules, or otherwise ordered by the Council, a Subscriber Organization may not disclose energy usage or personally identifiable information about a Subscriber, or a Subscriber's billing, payment, and credit information, without the Subscriber's written consent.

(2) A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information for the sole purpose of facilitating billing, bill collection, and credit reporting.

(3) A Subscriber Organization shall provide a Customer with a copy of the Subscriber Organization's Customer information privacy policy.

(4) A Subscriber Organization shall treat information received from prospective Customers, including those who do not subscribe, in accordance with provisions (a) and (c) of this section.

L. Disconnection and Reconnection.

(1) The Utility's disconnection and reconnection policies shall only apply with respect to Utility charges on the Subscriber's bill. Failure by the Subscriber to pay their Subscription Fee to the Subscriber Organization (whether through Dual Billing or Net Crediting Consolidated Billing) shall not result in disconnection of the customer for nonpayment, neither shall payment of the outstanding Subscription Fees be required to reconnect a Subscriber. All revenues received by the Utility from Subscribers under Net Crediting Consolidated Billing shall be applied first to Utility charges and second to the Subscriber's Subscription Fee.

XIV. ENFORCEMENT OF THESE RULES

(1) CURO, with the assistance of a Hearing Officer, as necessary, may impose a penalty on the Council's behalf for any violation of these rules of up to $1000

per violation and may, if appropriate in light of the particular violation, void a Subscriber's contract with a Subscriber Organization and require the Subscriber Organization to refund any monies paid by the Subscriber as a remedy for a violation of these provisions.

(2) Any person who believes that the Utility or a Subscriber Organization has violated the provisions contained herein in a manner that aggrieves that person may send a written description of the alleged violation to the Council, through its CURO. The written description shall include the name of the Utility or Subscriber Organization ("Respondent"), a concise description of the alleged violation, and the complaining person's ("Complainant") name and contact information.

(3) CURO may, request and obtain additional information regarding the alleged violation from the Complainant and the Respondent. CURO shall also notify the Respondent formally of the complaint, assess whether the Complainant has informed the Respondent of his or her complaint and whether the Respondent has had an opportunity to resolve the issue to the Complainant's satisfaction without CURO or Council intervention.

(4) If, based on the information obtained by CURO, the CURO finds there is cause to believe a violation of the Council's regulations may have occurred, the Complainant and Respondent have not been able to resolve the issue without Council intervention and the Respondent wishes to challenge the complaint, CURO shall refer the matter to a Hearing Officer who shall conduct a process to allow both parties a fair opportunity to present their evidence and arguments and the Hearing Officer will render a decision as to whether a violation occurred and what the penalty should be. If the Respondent admits to the complaint, CURO may impose the authorized penalty on the Council's behalf.

(5) Either the Complainant or the Respondent may appeal the decision of CURO and/or the Hearing Officer to the Council.

(6) Should CURO and/or the Hearing Officer determine that the behavior complained of cannot be adequately remedied by a penalty of up to $1000 and/or voiding the contract between Subscriber and Subscription Organization and requiring refund of any monies paid by the Subscriber, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter and exercise its penalty authority as appropriate in light of the circumstances.

(7) Should CURO and/or the Hearing Officer observe a pattern of continued violations of these rules by the Utility or a Subscriber Organization -that is undeterred by the application of the remedies the Council has authorized CURO and the Hearing Officer to impose, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter, and exercise its penalty authority as appropriate in light of the circumstances.

(8) All other contract or legal disputes that arise between Subscribers, the Subscriber Organizations, and/or the Utility not pertaining to a violation of these provisions shall be brought in the appropriate city or district court in the City of New Orleans. CURO shall provide the Council with annual reports on consumer complaints related to the program.