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March 25, 2026

**Via Hand Delivery**

Mr. Brandon M. Frey  
 Executive Secretary  
 Louisiana Public Service Commission  
 Galvez Building, 12th Floor  
 602 North Fifth Street  
 Baton Rouge, Louisiana 70802

**RECEIVED**

MAR 26 2026

LA Public Service Commission

**Re: Application of Entergy Louisiana, LLC for Certification of Generation and Transmission Resources and for Other Relief Pursuant to the Commission’s Lightning Initiative (LPSC Docket No. U-\_\_\_\_\_)**

Dear Mr. Frey:

I have enclosed, on behalf of Entergy Louisiana, LLC (“ELL” or “Company”), the original and three copies of a Non-Confidential Public Version of the Company’s Application of Entergy Louisiana, LLC for Certification of Generation and Transmission Resources and for Other Relief Pursuant to the Commission’s *Lightning Initiative* along with the Direct Testimony and Exhibits of fifteen witnesses. Please retain the original and two copies for your files and return a date-stamped copy to our courier.

Please note that the filing contains information that is designated Highly Sensitive Protected Material (“HSPM”) and Attorneys’ Eyes Only (“AEO”), which is being provided to you under seal pursuant to the provisions of the LPSC General Order dated August 31, 1992, and Rules 12.1 and 26 of the Commission’s Rules of Practices and Procedures. The confidential materials included in the filing consist of competitively sensitive information and customer-specific confidential information. For this reason, this material is confidential and commercially sensitive. The disclosure of the information contained herein would subject not only the Company, but also its customers, to a substantial risk of harm. Accordingly, it is critical that this information remain confidential.

Please retain the appropriately marked Confidential Version for your files and return a date-stamped copy to our courier. The three additional confidential copies are for the Administrative Law Judge, Staff Attorney, and Research Attorney. Additional copies of the Confidential Versions of this filing will be provided to the appropriate representatives of the Louisiana Public Service Commission Staff and made available to intervenors once a suitable Confidentiality Agreement has been executed by the parties.

Thank you for your assistance with this request. If you have any questions, please feel free to call me.

Sincerely,

D. Skylar Rosenbloom

DSR/bma  
 Enclosures  
 cc: LPSC Commissioners (*public version only via electronic mail*)

<b>ROUTE TO</b>	<b>ROUTE FROM</b>
DEPT. <u>Bull</u>	DEPT. _____
DATE <u>3/26</u>	DATE _____
DEPT. _____	DEPT. _____

**BEFORE THE  
LOUISIANA PUBLIC SERVICE COMMISSION**

**IN RE: APPLICATION OF ENTERGY )  
LOUISIANA, LLC FOR CERTIFICATION )  
OF GENERATION AND TRANSMISSION ) DOCKET NO. U-\_\_\_\_\_  
RESOURCES AND FOR OTHER RELIEF )  
PURSUANT TO THE COMMISSION’S )  
LIGHTNING INITIATIVE )**

**APPLICATION OF ENTERGY LOUISIANA, LLC  
FOR CERTIFICATION OF GENERATION AND TRANSMISSION  
RESOURCES AND FOR OTHER RELIEF PURSUANT TO  
THE COMMISSION’S LIGHTNING INITIATIVE**

Entergy Louisiana, LLC (“ELL” or the “Company”)<sup>1</sup> respectfully submits this Application for Certification of Generation and Transmission Resources and for Other Relief Pursuant to the Commission’s Lightning Initiative (the “Application”) seeking, among other things, approval by the Louisiana Public Service Commission (“LPSC” or the “Commission”) of the generation and transmission resources needed to serve a substantial new load proposed for Evest LLC (the “Customer”), a customer seeking to locate a large hyperscale data center in Richland Parish, Louisiana adjacent to the facility currently being developed by Laidley, LLC (“Laidley”) in Richland Parish, Louisiana, that was the subject of the Company’s Application in LPSC Docket No. U-37425.<sup>2</sup> As set forth more fully below, the project at issue in this Application represents the latest hyperscale data center seeking to invest in Louisiana, its people, and its grid. In its dealings with the Customer, ELL diligently endeavored to balance its obligation to serve the Customer with

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<sup>1</sup> ELL is a limited liability company duly authorized and qualified to do and doing business in the State of Louisiana, created and organized for the purposes, among others, of manufacturing, generating, transmitting, distributing, and selling electricity for power, lighting, heating, and other such uses.

<sup>2</sup> See LPSC Docket No. U-37425, *In re: Application for approval of generation and transmission resources in connection with service to a single customer for a project in North Louisiana.*

considerations for the Company's existing customers and other stakeholders. The terms under which the Company would provide service to the Customer were also informed by guidance from this Commission as well as the Company's "Fair Share Plus" principles that ensure data centers, including the project being pursued by the Customer, pay their fair share for the power they use plus produce savings or benefits for existing customers. The result is a series of agreements which enable service to the Customer while also delivering approximately \$2.67 billion in benefits to ELL's other customers during the Customer's initial term of service. These benefits manifest themselves through the Customer's contribution to existing costs through participation in Commission-approved rate schedules and riders, contributions to support ELL's programs for low-income customers, and significant commitments to low and no carbon investments, among other items. More specifically, over the initial 20-year term of the electric service agreement between ELL and the Customer, the following benefits are expected to be realized:

- Significant upfront payments for, among other things, numerous transmission upgrades, including a 90-mile 500kV transmission line that will help strengthen system reliability and facilitate the integration of new generation resources and new load to the grid, particularly in the areas in the vicinity of the new line;
- Minimum monthly payments that fully offset the annual revenue requirements of proposed resources that are not directly funded by the Customer, meaning other customers' bills will not increase during the term of the ESA as a result of the resource additions for which Commission approval is requested herein;
- An additional 2,500 MW of solar and onshore wind resources, whether standalone or combined with batteries;
- Significant contributions to existing costs, including \$1.27 billion towards the Company's embedded costs to serve through the Customer's participation in the Company's Formula Rate Plan ("FRP") and an additional \$695 million towards storm securitization and grid resilience efforts that would have otherwise been paid by the Company's other customers;
- \$260 million of total contributions to programs for low-income residential customers, including combined contributions from the Customer and the Company of \$120 million for Entergy's The Power to Care bill assistance program and \$140 million for energy efficiency and weatherization programs;
- Funding for ELL resources, including some that ELL has already been pursuing, that are needed regardless of the Customer, including already planned and potential nuclear uprates and capacity additions; and

- Extensive funding for preliminary studies for projects designed to reduce the Company’s carbon footprint as well as expand its nuclear capabilities, fostering additional safe, reliable, carbon free generation for the future.

As with any significant undertaking, there are risks that accompany the efforts needed to unlock the billions of dollars of benefits outlined above and detailed throughout the accompanying testimony. During negotiations, ELL and the Customer carefully crafted contract provisions to substantially mitigate these risks to other ELL customers. These protective provisions include:

- Significant protections if the Customer terminates the ESA before the end of its 20-year term, including recovery of the outstanding and unrecovered costs from the Evest;
- Multiple layers of protection against credit and cashflow risks, including a guaranty from Meta Platforms, Inc. (“Meta”) and substantial other collateral and credit protective products;
- Requiring at least 36-months advance notice from the Customer if it decides not to renew the ESA at the end of its 20-year term so ELL has sufficient time to adjust its supply plans before the Customer’s data center stops taking electric service; and
- A process that will allow ELL to decide whether to keep or sell the combined cycle combustion turbine (“CCCT”) generators it proposes to develop in connection with serving the Customer if the ESA is terminated early so ELL’s other customers are not forced to pay for resources that they do not need.

To ensure that ELL customers and Louisiana do not miss out on this historic opportunity, timely review and approval from the Commission of the requisite generators and capacity resources, transmission facilities, and certain rate-and sustainability-related terms is critical for this region-altering investment to proceed.

This Application, filed in accordance with the General Order dated September 20, 1983 (the “1983 General Order”),<sup>3</sup> General Order R-36199 dated September 10, 2024 (the

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<sup>3</sup> See The 1983 General Order, as amended most recently by General Order (May 27, 2009), *In re: Possible modifications to the September 20, 1983 General Order to allow (1) for more expeditious certifications of limited-term resource procurements and (2) an exception for annual and seasonal liquidated damages block energy purchases*, Docket No. R-30517.

“Transmission Siting Order”),<sup>4</sup> and other Orders issued by the LPSC, as applicable and to the extent necessary, requests certification that the public convenience and necessity would be served by construction and use of a variety of resources to support service to the Customer’s data center. These resources include seven new CCCT generators (the “Proposed Generators”), four of which will be located near the Customer’s site in Richland Parish, and three of which will be located near the existing Big Cajun site in Pointe Coupee Parish, Louisiana; three separate battery energy storage systems (the “Battery Storage Facilities”); a new 150 mile 500kV transmission line extending from Richland Parish to St. Landry Parish (the “WFC to St. Landry 500kV Line”); and a new 500kV switching station in St. Landry Parish, Louisiana (the “St. Landry Switching Station”) (the WFC to St. Landry 500kV Line and the St. Landry Switching Station are collectively referred to as the “Proposed Transmission Facilities”).

The Company further respectfully requests a finding that the Proposed Generators and, to the extent necessary, the Battery Storage Facilities are exempt from the requirements of General Order 10-14-2017 (R-34247) (the “MBM Order”)<sup>5</sup> consistent with the Commission’s Lightning Initiative<sup>6</sup> or in the alternative that the specific facts and circumstances of this case—including in particular the Customer’s urgent need for power and the significant financial contributions by the Customer towards constructing the facilities at issue in this Application—provide good cause to

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<sup>4</sup> See General Order 09-10-2024 (R-36199) (September 10, 2024), *In re: Review and Possible Modification of the Commission’s General Order dated October 10, 2013 Governing Transmission Certification and General Siting*, Docket No. R-36199.

<sup>5</sup> See General Order (February 16, 2004), *In re: Development of Market-Based Mechanisms to Evaluate Proposals to Construct or Acquire Generating Capacity to Meeting Native Load*, *Supplements the September 20, 1983 General Order*, Docket No. R-26172 Subdocket A., as amended by General Order, Docket No. R-26172 Subdocket B, dated November 3, 2006 and further amended by the April 26, 2007 General Order and the amendments approved by the Commission at its October 15, 2008 Business and Executive Meeting; the October 29, 2008 General Order No. R-26172, Subdocket C; and the October 14, 2024 General Order No. R-34247.

<sup>6</sup> See LPSC Minutes from December 17, 2025, Open Session, at p. 6, available at [https://www.lpsc.louisiana.gov/docs/minutes/Dec\\_17\\_2025\\_Min.pdf](https://www.lpsc.louisiana.gov/docs/minutes/Dec_17_2025_Min.pdf)

excuse ELL from complying with the Commission’s MBM Order. Moreover, ELL asks for, among other things, acknowledgement or approval of certain aspects of the Corporate Sustainability Commitments (“Sustainability Agreement”)—which sets forth the substantial commitments by the Customer to fund certain nuclear-related efforts, renewable and hybrid resources, and other alternative and low carbon energy technologies and solutions, and contributions to bill assistance and other programs for low-income residents—as well as findings relating to appropriate cost recovery and rate-making treatment and the development of a schedule and procedures to permit this Application to be considered on a timely basis consistent with the Commission’s Lightning Initiative.

## **THE CUSTOMER’S PROJECT**

### **I.**

Through this Application, ELL seeks approval, certification, and specific findings with respect to supporting service to a second planned hyperscale data center in Richland Parish, Louisiana (“Project Evest”) to be developed by the Customer. While the Company is not privy to the Customer’s ultimate investment expectations, it stands to reason that the Customer would invest tens of billions in the Project, and the ripple effects from that investment, as well as that of the Laidley data center, are expected to be enormous: as Company witness, ELL President and Chief Executive Officer (“CEO”) Phillip R. May testifies in his Direct Testimony, the economies of Richland Parish and the surrounding communities are currently experiencing an economic boom. The Monroe Metropolitan Statistical Area (“MSA”) has transformed from the “poorest corner of the State” to tying the Lake Charles MSA as the state’s fastest growing MSA as the result of the transformation of the area into the epicenter of Louisiana’s new technology sector.

## **II.**

These economically transformative hyperscale data center projects necessarily require a largescale energy supply, and, recognizing the benefits to the State of Louisiana that can be realized from Project Evest, ELL negotiated extensively with the Customer to reach commercial terms—captured in the Customer’s Electric Service Agreement (“ESA”)<sup>7</sup> and Contribution in Aid of Construction Agreement (“CIAC Agreement”)—that provides the electricity needed to serve the Customer in a manner that shields ELL’s other customers from undue rate impacts, delivers unprecedented benefits for other customers, and provides never before seen protections for ELL’s other customers. Project Evest is anticipated to require a substantial amount of reliable power. To achieve this significant increase in ELL’s overall load, ELL will need (and is seeking approval and certification in this Application) to construct the Proposed Generators, the Battery Storage Facilities, and certain transmission upgrades, all as described further below and in the associated testimony.

## **III.**

The costs of these construction projects and other commitments are substantial, and ELL and the Customer have worked collaboratively from the outset to craft a financial arrangement that attempts to avoid rate impacts associated with the proposed investments and limit unnecessary rate volatility for ELL’s other customers over the term of the ESA, deliver significant benefits, and provide robust protections. Through its CIAC Agreement, the Customer is agreeing to make substantial contributions toward constructing extensive transmission facilities as well as certain other contributions more fully described in the supporting Direct Testimony. Moreover, through

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<sup>7</sup> The ESA includes a number of attachments, including Rider 1 to the ESA, ELL’s Terms and Conditions, a reproduction of ELL’s standard Large Load, High Load Factor Power Service Rate Schedule (“Rate Schedule LLHLFPS-L”), and the Sustainability Agreement. The individual attachments to the ESA are referenced by their specific names as needed for clarity.

its participation in ELL's standard Large Load, High Load Factor Power Service Rate Schedule ("Rate Schedule LLHLFPS-L"), the Customer is paying (1) a minimum monthly charge that will cover, during the twenty-year Original Term of the ESA, the full annual revenue requirement for the incremental costs associated with the Proposed Generators, the Battery Storage Facilities, certain transmission system improvements, and other costs associated with the Customer's Service and (2) a share of all fixed and variable costs in ELL's FRP and associated riders (including, significantly, securitized storm and resilience riders). ELL has calculated that, based on the percentage share of ELL's annual sales for which the Customer is expected to be responsible, the Customer will contribute a large percentage of the costs that would otherwise be borne by all of ELL's customers. This large financial commitment from the Customer is expected to result in substantial cost savings for ELL's other customers for years to come.

#### IV.

The Customer is also making transformative investments in sustainability in Louisiana. Through the Sustainability Agreement, ELL agreed to develop, and the Customer agreed to fund, a 2,500 MW portfolio of solar, onshore wind, solar or onshore wind plus storage ("hybrid"), and potentially other renewable resources ("Designated Renewable Resources") and to work in good faith with ELL to identify and develop a portfolio of low-carbon electric generation technologies, including in particular carbon capture and storage at the Proposed Generators or at the CCCT generators approved in LPSC Docket No. U-37425, as well as substantial financial commitments to advance nuclear investment in Louisiana. Further, as one of the clearest examples of direct community benefits promised by Project Evest, the Customer and ELL will collectively contribute \$120 million to Entergy's "The Power to Care" program, with the specific intent of providing financial assistance to ELL's senior customers and customers with disabilities that live on low or

fixed incomes in Louisiana, and the Customer will also provide \$140 million to fund program costs associated with energy-efficiency and/or weatherization programs for low-income residential customers.

## V.

The result of all of this, and as explained further below and in the supporting Direct Testimony and Exhibits, is a tremendous win for the State of Louisiana and ELL's customers. Project Evest continues the technological and economic resurgence of Louisiana—bringing additional high-paying jobs and investment to the state—while also covering its fair share of costs and providing significant savings and benefits for existing ELL customers. ELL accordingly seeks the Commission's approval of the resources to serve the Customer and other relief as specified below so that these benefits may be delivered to the public and the unprecedented economic growth underway in North Louisiana may continue.

## VI.

With this Application, the Company submits the Direct Testimonies of Phillip R. May, Laura K. Beauchamp, Ryan D. Jones, Samrat Datta, Daniel Kline, Troy R. Heytens, Thomas Kidd, Kenroy Hinkson, Ryan M. Dumas, Norman Grunden, Michael J. Goin, Jeremy Halland, Robert J. Fluth, Elizabeth C. Ingram and Nicholas W. Owens. The purpose of the Direct Testimony of each witness is as follows:

- **Phillip R. May** – Mr. May, President and CEO of ELL, introduces and supports the Company's Application, identifies each of the Company's witnesses, and provides a general description of each witness's Direct Testimony. Mr. May further explains the opportunity that Project Evest presents for Richland Parish, the surrounding region, and the State of Louisiana as a whole, while providing an overview of Project Evest and the

related generation and transmission investments that are needed to bring Project Evest to fruition. Mr. May also describes the terms of the agreements between ELL and the Customer (including, in particular, the collateral and security protections included in those agreements) and explains the Sustainability Agreement.

- **Laura K. Beauchamp** – Ms. Beauchamp, Vice President of Business Operations and Strategy for ELL, discusses the Customer’s load profile and provides an overview of Project Evest and the ESA, and addresses the recently issued Large Load Additions Non-Binding Guidelines from the Commission. She also describes ELL’s resource-planning objectives of reliability, affordability, and sustainability; the Company’s supply plan for serving the Customer; and the resource-planning objectives and process underpinning the supply plan. She further describes the Company’s need for dispatchable generation. Ms. Beauchamp’s testimony also provides an overview of the estimated costs for the generation-, capacity-, and transmission-related investments needed to serve the Customer’s anticipated load as well as the plan for supplying fuel for the resources needed to serve the Customer’s load and the environmental commitments from the Customer and the Company.
- **Ryan D. Jones** – Mr. Jones, Director, Regulatory Affairs for ELL, presents the analysis used by ELL to develop the billing terms and certain other ESA terms for the Customer. He also describes in detail the ratemaking treatments that the Company is requesting the Commission approve to ensure that the FRP continues to produce just and reasonable rate changes that are not confusing and disruptive to ELL’s customers as the generation infrastructure needed to provide reliable electric service to customers (including the Customer) is included in plant in service and the revenue from the Customer is recognized.

Mr. Jones also describes the revenue requirement for the transmission system upgrades required to serve the Project. In addition, Mr. Jones addresses ELL’s compliance with applicable LPSC Orders, including the Transmission Siting Order,<sup>8</sup> the 1983 General Order, the Industrial Load Rule,<sup>9</sup> the MBM General Order, and the Lightning Initiative (including the applicability of that regulatory pathway to the Application).<sup>10</sup> Finally, Mr. Jones discusses the significant benefits to existing ELL customers from ELL electric service to the Customer and why providing service to the Customer and construction of the required resources, given the customer protections in the ESA, is in the public interest.

- **Samrat Datta** – Mr. Datta, Director, Advanced Network Planning for the System Planning Organization (“SPO”) for Entergy Services, LLC (“ESL”),<sup>11</sup> provides an economic analysis of the generation and transmission resources needed to serve the anticipated load associated with the Customer’s Project. His analysis addresses the costs and benefits of those resources, net of the Customer’s contributions to the costs of those resources. The analysis also addresses the benefit to all ELL customers of the Customer’s payments under the FRP, Fuel Adjustment Clause (“FAC”), and Financed Storm Cost and Resilience Riders during the 20-year original term of the ESA.

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<sup>8</sup> See General Order 09-10-2024 (R-36199), LPSC Docket No. R-36199, *In re: Review and Possible Modification of the Commission’s General Order dated October 10, 2013 Governing Transmission Certification and General Siting*.

<sup>9</sup> See Rule 3, Attachment A to General Order 7-29-2019, LPSC Docket No. R-34860, *In re: Rules Applicable to Electric Service Providers’ Provision of Service to Load Outside its Historical Footprint that may be Offered for Industrial Load*.

<sup>10</sup> See LPSC Minutes from December 17, 2025, Open Session, at p. 6, available at [https://www.lpsc.louisiana.gov/docs/minutes/Dec\\_17\\_2025\\_Min.pdf](https://www.lpsc.louisiana.gov/docs/minutes/Dec_17_2025_Min.pdf)

<sup>11</sup> ESL is an affiliate of the Entergy Operating Companies (“EOCs”) and provides engineering, planning, accounting, technical, and regulatory-support services to each of the EOCs. The five EOCs are Entergy Arkansas, LLC (“EAL”), ELL, Entergy Mississippi, LLC, Entergy New Orleans, and Entergy Texas, Inc.

- **Daniel Kline** – Mr. Kline, Director, Project Delivery Engineering for ESL, provides an overview of the ELL transmission system, including facilities relevant to Project Evest in North Louisiana. He also provides a general description of the transmission facilities proposed to facilitate service to the Project and details the planning evaluation that was performed to assess the costs, benefits, and necessity of the Proposed Transmission Facilities and other transmission-related investments.
- **Troy R. Heytens** – Mr. Heytens, Director, Hyperscale Strategy and Execution for ELL, describes the robust procedures that ELL has implemented to plan construction of resources necessary to support service to Project Evest, inform its negotiations with the Customer, and to mitigate execution risks. Mr. Heytens also discusses ELL’s proposed Monitoring Plan.
- **Thomas Kidd** - Mr. Kidd, Finance Director, ELL, explains the financial analysis undertaken by ELL in connection with the ESA and the CIAC Agreement and why this analysis demonstrates that the enterprise and customer concentration risks associated with Project Evest have been reasonably mitigated through obligations in the ESA and the CIAC Agreement requiring that the Customer pay the cost of the assets constructed to serve the Customer. He also discusses the sizing of the guaranty from Meta and other collateral supporting these Customer obligations and other commercial terms built into the ESA and the CIAC Agreement.
- **Kenroy Hinkson** - Mr. Hinkson, Director, Corporate Risk for ESL, explains the customer credit issues considered by ELL in connection with the CIAC Agreement and the ESA and the contractual terms that mitigate those issues.

- **Ryan M. Dumas** - Mr. Dumas, Controller, Utility Operations Accounting for ESL, describes the accounting treatments of five categories of costs ELL would incur or payments that the Customer could make under the ESA: the CIAC to offset the cost of certain transmission capital additions, as well as the CIAC to offset other costs detailed in the supporting testimony, ELL's costs to secure certain interconnection rights, the monthly minimum charges received by ELL during the ramp-up period, and impacts arising in the event that the ESA is terminated by Customer prior to the end of the ESA's 20-year original term.
- **Norman Grunden** – Mr. Grunden, Director, Power Development for ESL, discusses the CCCT generator technology required to support service to the Project, taking into consideration system reliability, resiliency, sustainability, cost-competitiveness, and the timeline requirements of the Customer. He also describes ELL's selection of an Engineering, Procurement, and Construction (“EPC”) contractor consortium to construct the Proposed Generators, the reasonableness of the schedule to construct the Proposed Generators and the reasonableness of their estimated costs, and the project management risk mitigation plan for Project Evest.
- **Michael J. Goin** – Mr. Goin, Vice President, Fuel Supply Operations within ESL's SPO group, discusses the steps ELL has taken and proposes to take to acquire reliable access to low-cost natural gas supplies and transportation to allow for the operation of the Proposed Generators.
- **Jeremy Halland** – Mr. Halland, Manager, Environmental Project Services for ESL, provides an overview of the federal and state environmental regulations applicable to the construction and operation of the Proposed Generators and explains the permitting plan for

the Proposed Generators as well as the environmental due diligence and initial permitting undertaken for the resources needed to support service to Project Evest.

- **Robert J. Fluth** – Mr. Fluth, Director, Power Development for ESL, discusses ELL’s recent experience in procuring battery energy storage system (“BESS”) resources and how this experience informs ELL’s estimates of the costs and timeline associated with developing BESS resources. Mr. Fluth also addresses ELL’s plan to develop co-located BESS resources alongside its previously disclosed solar development located at the Bogalusa West Solar Facility and the Cypress Harvest Solar Facility.
- **Elizabeth C. Ingram** – Ms. Ingram, Director, Regulatory Strategy for ESL, provides testimony concerning the Sustainability Agreement between ELL and the Customer. She discusses the Company’s environmental commitments and provides an overview of the Sustainability Agreement, as well as the solar and hybrid commitments in the Sustainability Agreement and the Customer’s financial commitments to fund certain nuclear energy-related efforts and other alternative and low carbon energy technologies and solutions. Ms. Ingram also explains the Customer’s commitments to Entergy’s The Power to Care Program and ELL’s energy efficiency and weatherization programs. Finally, she discusses the cost recovery treatment associated with the Sustainability Agreement and the Sustainability Agreement’s compliance with Commission orders.
- **Nicholas W. Owens** – Mr. Owens, Partner at The NorthBridge Group, addresses the need for seven combined cycle combustion turbine units in the portfolio of resources that ELL has proposed, the sufficiency of the portfolio to serve ELL’s incremental capacity needs, and provisions of the ESA that protect existing customers during the period when the

Customer's load will be ramping up but before the entire resource portfolio has come online.

As required by the 1983 General Order, this Application and the supporting Direct Testimony include the specific data that the Company relied upon to justify the Company's decision to construct the Proposed Generators, an estimate of the costs to construct the Proposed Generators, ELL's estimated first-year revenue requirement associated with the Proposed Generators, the estimated in-service dates, and the construction schedule and milestones. To the extent necessary, the Application also sets forth the same information with respect to the Battery Storage Facilities. Additionally, the Application and supporting testimony also provides, as to the transmission facilities for which certification is requested, the various facts and information required by the Commission's Transmission Siting Order.

## **PROPOSED GENERATION, CAPACITY, AND TRANSMISSION RESOURCES**

### **VII.**

As explained in the Direct Testimony of both Ms. Beauchamp and Mr. Kline, ELL will need to construct new generation, capacity, and certain transmission-related facilities in order to provide sufficient, reliable electric service to the Customer and to meet ELL's own planning-reserve obligations. As explained throughout this Application and the associated Direct Testimony, the Customer is making substantial financial contributions toward these resources such that the impacts on ELL's other customers have been minimized. The economic assessment that Mr. Datta presents in his Direct Testimony shows that ELL's other customers are not harmed by the addition of Project Evest and the resources to serve it, and in fact are expected to enjoy \$2.67 billion in savings and other benefits during the term of the ESA.

## **VIII.**

With respect to generation and capacity resources, ELL is proposing to construct seven new 1x1 CCCT generators, each of which will have a nameplate capacity of 754 MW for a combined addition of 5,278 MW of new baseload generation, as well as three separate battery storage resources. Four of the generators will be located near the Customer's site in Richland Parish; the remaining three will be located near the existing Big Cajun site in Pointe Coupee Parish, Louisiana. Company witness Norman Grunden explains the mechanical specifications and operations of the CCCT generators in his Direct Testimony while Mr. Fluth and Ms. Beauchamp provide pertinent details with respect to the battery storage resources. Ms. Beauchamp explains certain alternatives to the Proposed Generators that were considered and the reasons for which each alternative was rejected as an inferior solution. Similarly, Mr. Owens explains the reasons for which the portfolio of gas-fired and renewable resources selected by ELL is the best available option to serve Project Evest.

## **IX.**

As to the Proposed Generators' proposed locations, Company witness Daniel Kline explains in his Direct Testimony that the proposed siting of the Proposed Generators is the best siting solution to meet certain bulk electric system compliance and operational reliability and flexibility requirements. Moreover, as Ms. Beauchamp and Company witness Ryan D. Jones explain in their respective Direct Testimony, ELL is asking that the Commission find that the Proposed Generators are system resources and, in doing so, support the ability of ELL to offer the capacity and energy from the Proposed Generators into MISO's markets, thereby enabling ELL to receive capacity and energy credits/revenues from MISO that will effectively lower rates for all of ELL's customers.

## **X.**

Ms. Beauchamp explains that the Customer has an urgent need for capacity and energy and further sets out the timing in which Project Evest is expected to begin taking service for construction power and ramp up to full capacity. ELL intends to use EPC contractors to assist with constructing the Proposed Generators, and ELL includes in the Direct Testimony current estimates for both the total capital investment for the seven new CCCTs and certain new battery storage resources as well as the financing costs for these projects. As Mr. Jones testifies (and as set out more fully throughout this Application and the supporting Direct Testimony), the Customer is paying significant costs through a CIAC Agreement with ELL, and the Customer's minimum monthly charges under its rate schedule will cover (among other amounts) the full annual revenue requirement for the Proposed Generators, the Battery Storage Facilities, and other costs associated with the Customer's Service during the 20-year Original Term of the Customer's ESA.

## **XI.**

As to the transmission-related facilities needed to serve the Project, Mr. Kline explains in his Direct Testimony the process employed by ELL to identify the specific facilities and upgrades that were needed to serve the Customer as well as to reject certain alternatives that were less desirable than the transmission-related facilities proposed by ELL in the Application. As a result of this process, ELL has proposed three transmission projects to support service to Project Evest. Those three projects are as follows:

- (1) The West Fork Creek 500/230kV substation and a series of 230kV transmission lines in the vicinity of the Customer site to connect to customer load-serving substations (the "Customer-Funded Transmission Interconnection Project"). The Customer will fully fund the Customer-Funded Transmission Interconnection Project.

- (2) The Smalling to El Dorado 500kV Transmission Line (the “Smalling to El Dorado 500kV Line”). In addition to enabling service to Project Evest, the Smalling to El Dorado 500kV Line will provide benefits across the region in the form of enhanced reliability and resilience and will be fully funded by the Customer through a CIAC Agreement.
- (3) The WFC to St. Landry 500kV Line and St. Landry Switching Station. The WFC to St. Landry 500kV Line will bring system-wide benefits to the ELL Transmission System and will be indirectly funded by the Customer through a rate structure under the Customer’s ESA that includes sufficient revenue to cover the cost of the West Fork Creek to St. Landry 500kV transmission project during the term of the ESA—which means that other customers will see no billing impact during the term of the ESA.

## **XII.**

The estimated amount needed to construct the transmission-related facilities is set forth in the accompanying Direct Testimony and includes the costs to build the facilities identified above. Further, as Ms. Beauchamp and Mr. Jones testify, the Customer is paying the full cost of the Customer-Funded Transmission Interconnection Project and the Smalling to El Dorado 500kV Line through its CIAC Agreement with ELL. As Mr. Jones testifies, the Customer’s minimum monthly charges will fully offset the revenue requirement for the costs associated with the Proposed Transmission Facilities—which are system improvements that entail benefits to all of ELL’s customers. To that end, and as Mr. Kline discusses in his Direct Testimony, the transmission upgrades will enhance ELL’s transmission system, including by significantly strengthening north-south transmission ties that are becoming more crucial as development continues to grow throughout Louisiana.

### **XIII.**

In sum, and as described more fully in the accompanying Direct Testimony, the Proposed Generators, the Battery Storage Facilities, and the transmission-related facilities proposed in this Application will enable ELL to serve the Customer and its significant new load while harnessing substantial reliability benefits for all of its customers. ELL accordingly asks that the Commission find that the Proposed Generators are system resources and that the Company's construction of seven new CCCT generators, the Proposed Transmission Facilities, and, to the extent necessary, the Battery Storage Facilities serves the public convenience and necessity and is in the public interest. ELL further asks that the Commission find that all of the above-described construction projects are prudent.

### **SUSTAINABILITY AGREEMENT**

### **XIV.**

As Ms. Beauchamp and Company witness Elizabeth C. Ingram explain in their respective testimony, the Company and the Customer each have robust sustainability goals, and it was important for the Customer in selecting ELL and the State of Louisiana as the site of its Project that the Company provide options for zero to near-zero carbon emission resources. ELL was able to leverage both the flexibility previously granted by the Commission for solar resources supported by subscriptions from a New Customer, as that term is contemplated in the June 14, 2024, Order issued in LPSC Docket No. U-36697 (the "3GW Order"),<sup>12</sup> and its strong position for taking advantage of clean resources to create a sustainability offering for the Customer. The result of those efforts is the Sustainability Agreement.

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<sup>12</sup> See LPSC Docket No. U-36697, *In re: Application for approval of an alternative market-based mechanism process seeking to secure up to 3,000 MW of solar resources, including certification of those resources, expansion of the Geaux Green Option Rider, and approval of a new renewable tariff.*

## **XV.**

As explained by Ms. Ingram, the Sustainability Agreement is an agreement between ELL and the Customer in which ELL has agreed to develop, and the Customer has agreed to fund, a portfolio of solar, onshore wind, hybrid, and potentially other renewable resources and to work in good faith with ELL to identify and develop a portfolio of low-carbon electric generation technologies, including in particular carbon capture and storage (“CCS”) at the Proposed Generators and the CCCT generators approved by the Commission in LPSC Docket No. U-37425. The Sustainability Agreement also memorializes the agreements between ELL and the Customer with respect to (1) certain nuclear-related commitments (including a commitment to provide funding for a refueling cycle upgrade at the Company’s Waterford 3 Steam Electric Station (“Waterford 3”) and for a preliminary Front-End Engineering and Design study to evaluate the potential for adding new AP1000 generators at River Bend Station (“RBS”)), (2) providing \$7 million per year during the 20-year original term of the ESA toward energy efficiency and weatherization programs for low-income residential customers, (3) providing \$3 million per year (which ELL will match, dollar for dollar) during the 20-year original term of the ESA toward Entergy’s The Power to Care Program, and (4) the allocation of certain environmental attributes associated with the low- and zero-carbon resources contemplated by the agreement.

## **XVI.**

As to the solar resources contemplated by the Sustainability Agreement, ELL is not seeking certification of any resources at this time; rather, ELL asks that the Commission confirm ELL is entitled to use the expedited procurement and certification processes established by the Commission in the 3 GW Order in order to procure and secure approval of 2,500MW of Designated Renewable Resources for the Customer’s Group 3 Subscription under the Company’s Rider Geaux

Zero (“Rider GZ”) and approve the protective measures (including the related dispute resolution provision) described by Ms. Ingram for Designated Renewable Resources that exceed the Breakeven Parameters included in the 3GW Order, as may be amended. As to nuclear resources, Customer has committed in its ESA to fund a capacity uprate at the Waterford 3 Steam Electric Station (“Waterford 3”) and potentially fund a capacity uprate at the River Bend Station (“RBS”). The Company is not seeking certification of either of these investments in this docket, but it is requesting that the Commission acknowledge the allocation of Alternative Energy Credits (“AECs”) associated with these projects to the Customer.

#### **XVII.**

The renewable, nuclear, and low-carbon energy infrastructure initiatives in the Sustainability Agreement will significantly advance ELL’s and Louisiana’s deployments of those technologies. Increased efficiency of Waterford 3, renewable and hybrid energy subscriptions, and funding for research and development of clean energy technologies will collectively reduce emissions within ELL’s resource portfolio. These additional resources also allow for continued progress towards both Entergy and the Customer’s sustainability goals. In addition, the Customer’s corporate responsibility commitment to energy efficiency and The Power to Care program (including the Company’s matching commitments) will result in \$260 million of assistance to help vulnerable customers across the State who are struggling financially. ELL respectfully asks that the Commission affirm that Customer qualifies as a New Customer that is eligible to participate as a Rider GZ Group 3 subscriber and further asks that the Commission approve certain other aspects of the Sustainability Agreement, as set forth in the prayer for relief.

## **RATE INFORMATION AND ECONOMIC BENEFITS**

### **XVIII.**

As Mr. May, Ms. Beauchamp, and Mr. Jones explain in their Direct Testimony, the Customer has agreed in the ESA to take electric service from ELL pursuant to the standard Rate Schedule LLHLFPS-L and subject to FRP Rate Adjustment, the FAC, and all other applicable Riders including securitized storm cost and resilience riders such that the Customer will bear a reasonable share of ELL's cost to provide electric service over the ESA's term. Indeed, as to these riders, ELL expects the Customer will contribute substantial amounts toward the repayment of existing securitized storm debt and ELL's current Resilience Program, and those contributions represent amounts that would otherwise have been solely paid by ELL's existing customers. Even more, as Mr. Jones explains in his Direct Testimony, the minimum monthly charges for the Customer under the ESA are sized to cover the full revenue requirement for the Proposed Generators, the Battery Storage Facilities, transmission-related projects and other costs associated with the Customer's Service for the 20-year Original Term of the ESA.

### **XIX.**

Mr. Jones and Company witness Ryan M. Dumas explain the ratemaking treatment sought by ELL in this proceeding. The Company requests that the Commission allow ELL to defer and a portion of the revenue generated through contractual minimum monthly charges and payments during the ramp-up period during the time that ELL is constructing the Newly Constructed Assets and further allow ELL to amortize such deferred revenue to better track its generation revenue requirement and stabilize rates for other customers during the 20-year Original Term of the ESA. Further, as to amounts received by ELL through the CIAC Agreement, ELL asks that the Commission approve ELL's plan to (1) offset the full amount of transmission capital additions for

the Customer-Funded Transmission Interconnection Project and the Smalling to El Dorado 500kV Line, and (2) account for the other contributions detailed in the Direct Testimony of Mr. Dumas.

**XX.**

As can be seen, the rate along with other contractual provisions ensure that Customer is not only paying its fair share for the power it will use but also producing additional savings and benefits for existing customers as guided by the Company's "Fair Share Plus" principles. The Customer's participation in Rate Schedule LLHLFPS-L can be expected to save ELL's other customers billions of dollars in storm recovery costs and other costs they would otherwise have had to bear. ELL accordingly asks that the Commission approve of the accounting and ratemaking treatment described above.

**COMPLIANCE WITH COMMISSION ORDERS**

**XXI.**

A number of Orders issued by the Commission are implicated or potentially implicated by the relief sought by ELL in this Application, including the 1983 General Order, the MBM Order, the Transmission Siting General Order, the Tariff Filings General Order,<sup>13</sup> and the Load-Serving/Footprint Order issued in Docket No. R-34860. As described more completely in the Direct Testimony accompanying this Application—and especially in the Direct Testimony from Mr. Jones—ELL's proposed resources and arrangements satisfy all of the relevant Commission Orders, with the sole exception of the MBM Order. As to that Order, Mr. Jones explains that the Company satisfies the requirements of the Commission's Lightning Initiative such that the requirements of the MBM Order are waived; alternatively, ELL seeks (and should be granted) an

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<sup>13</sup> See General Order 7/1/2019, LPSC Docket No. R-34738, *In re: Proceeding to Establish Rules Regarding Electric Utility Tariff Filings and Related Review, Including Site Specific Rate Filings*.

exception to the MBM Order in consideration of the specific facts and circumstances presented in the Company's Application.

## **XXII.**

As an overarching inquiry, the proposals by ELL in this Application serve the public interest. As Mr. Jones explains in his Direct Testimony, the public interest is generally defined as that which is thought to best serve everyone; it is the common good. If the net effect of a decision is believed to be positive or beneficial to society as a whole, it can be said that the decision serves the public interest. And here, with the continued tremendous economic growth presented by Project Evest as well as the significant financial benefits all of ELL's customers will receive through the Customer's participation in the FRP and associated riders, the public interest is indeed served by undertaking the necessary measures to allow the Project to proceed. For those reasons and others discussed in the attached Direct Testimony, the Commission should approve construction of the Proposed Generators, the Battery Storage Facilities, the above-described transmission-related facilities, and the other components of the Application as being within the public interest.

## **XXIII.**

With respect to the MBM Order, the Commission's Lightning Initiative, adopted at the Commission Business and Executive Meeting on December 17, 2025, provides that the requirements of the MBM Order will be waived for a proposed capacity addition where certain factors are demonstrated and proven to the Commission in the certification proceeding for the proposed capacity addition. Mr. Jones details these relevant factors and explains how the resources in this Application qualify to utilize the exemption provided by the Lightning Initiative. Additionally, to the extent the Lightning Initiative is found not to apply in this case, ELL should be granted an exemption from the MBM Order due to the facts and circumstances stated herein

and in the accompanying testimony. Ms. Beauchamp discusses the Customer's urgent need for electric service and the speed with which ELL needed to act to secure the Customer's commitment to Louisiana. The timing and unique financial contributions by the Customer support a finding that good cause excuses compliance with the MBM Order: in addition to compliance being impracticable based on the timing considerations mentioned above, the Customer is paying for a significant portion of the generation resources that are proposed in this Application, both through the contributions specified in the CIAC Agreement and through its minimum monthly charges pursuant to the ESA and Rate Schedule LLHLFPS-L. The underlying concerns with the MBM Order are mitigated where, as here, a substantial amount of the costs is not being borne, after arm's length negotiations, by ELL's other customers. Given the tremendous opportunities presented by the Project and the need for expedited action by ELL to ensure the Customer moved forward with its investment in Louisiana, ELL asks for, and should be granted, a good-cause exception to the requirements of the MBM Order to the extent the Commission determines the requirements of the Order are not waived pursuant to the Lightning Initiative.

#### **XXIV.**

Apart from the considerations specific to the MBM Order set forth above, the remaining requests for relief in ELL's Application satisfy the relevant Commission Orders, and the resources needed to serve the Customer can be achieved within the standard parameters established by the Commission's Orders. ELL accordingly asks that the Commission find that (1) the Lightning Initiative affords ELL an exemption from the requirements of the MBM Order or, in the alternative, there exists a good cause exception from the MBM Order, and (2) the relief requested in the Application is otherwise in the public interest and complies with all other applicable Commission Orders.

## **REQUEST FOR TIMELY TREATMENT**

### **XXV.**

As Mr. May and Ms. Beauchamp explain, the Customer has an urgent need for electricity, and ELL's ability to reach an agreement on (and ultimately provide) service for the Customer's project quickly was a key consideration for the Customer as it chose to move forward with its major investment in Louisiana. In order to meet the in-service dates specified by the Customer, ELL respectfully asks that the Commission timely review and approve the relief requested in the Application and, to that end, direct the Administrative Hearings Division to adopt a procedural schedule and procedures necessary to facilitate a decision consistent with the Lightning Directive no later than eight (8) months following the filing of this Application. Material delays in a decision beyond that B&E would undermine the purpose of the Lightning Directive and hamper the Company's ability to deliver the resources needed to meet the Customer's desired timeline, could frustrate the ability of the Customer to do business effectively in the State of Louisiana and guide Project Evest to fruition – and may ultimately jeopardize whether Project Evest moves forward at all.

## **SERVICE OF NOTICES AND PLEADINGS**

### **XXVI.**

The Company requests that notices, correspondence, and other communications concerning this Application be directed to the following persons:

Lawrence J. Hand, Jr.  
Ryan Jones  
Entergy Louisiana, LLC  
4809 Jefferson Highway  
Mail Unit L-JEF-357  
Jefferson, Louisiana 70121  
Telephone: (504) 840-2528  
Facsimile: (504) 840-2681  
[lhand@entergy.com](mailto:lhand@entergy.com)  
[rjone25@entergy.com](mailto:rjone25@entergy.com)

D. Skylar Rosenbloom  
Matthew T. Brown  
Michael R. Dodson  
Entergy Services, LLC  
639 Loyola Avenue  
Mail Unit L-ENT-26E  
New Orleans, Louisiana 70113  
Telephone: (504) 576-2603  
Facsimile: (504) 576-5579  
[drosenb@entergy.com](mailto:drosenb@entergy.com)  
[mbrow12@entergy.com](mailto:mbrow12@entergy.com)  
[mdodso1@entergy.com](mailto:mdodso1@entergy.com)

The Company requests that the foregoing persons be placed on the Official Service List for this proceeding and respectfully requests that the Commission permit the designation of more than one person to be placed on the Official Service List for service in this proceeding.

**REQUEST FOR CONFIDENTIAL TREATMENT**

**XXVII.**

Portions of this Application, the Direct Testimony, and Exhibits contain information considered by the Company and the Customer to be proprietary and confidential. Disclosure of certain information may present an unreasonable risk of harm to ELL and ELL's customers (including the Customer specifically). Therefore, in light of the sensitive nature of such information, the Company has submitted two versions of each witness's Direct Testimony and relevant Exhibits, one marked "Non-Confidential Redacted Version" and the other marked "Confidential Version." In anticipation of the execution of a suitable confidentiality agreement in this Docket, the Confidential Versions bear the designation "Highly Sensitive Protected Materials," "Attorney's Eyes Only" or words of similar import. Although the confidential information and documents included within this Application may be reviewed by appropriate qualified representatives of the LPSC Staff and interested parties pursuant to the terms and conditions of a

suitable confidentiality agreement once such an agreement has been executed in this Docket, this confidential information also is being provided pursuant to, and shall be exempt from public disclosure pursuant to, the Commission's General Order dated August 31, 1992 and Rule 12.1 of the Rules of Practice and Procedure of the LPSC. A copy of the Company's Confidentiality Agreement for use in this docket is attached hereto as Exhibit 1.

**PRAYER FOR RELIEF**

**XXVIII.**

**WHEREFORE**, Entergy Louisiana, LLC respectfully requests that the Commission, subject to the fullest extent of its jurisdiction, grant relief and give its approval as follows:

1. Find that the Company's construction of four new CCCT generators near the Customer Project in Richland Parish, Louisiana, and three new CCCT generators at Pointe Coupee serves the public convenience and necessity and is in the public interest, and is therefore prudent, in accordance with the Commission's 1983 General Order;
2. To the extent required by law, find that the construction of and/or acquisition of capacity from the three Battery Storage Facilities in SELPA serves the public convenience and necessity and is in the public interest, and is therefore prudent, in accordance with the Commission's 1983 General Order;
3. Based on the facts and analyses presented herein demonstrating the benefits of the Proposed Generators and Battery Storage Facilities to all ELL customers, approve of the inclusion and treatment of the Proposed Generators and Battery Storage Facilities as system resources for the benefit of all ELL customers, and not as resources constructed and designated for the benefit and use of a specific

Customer, and, accordingly find that the fuel costs of the Proposed Generators and the costs of the energy to charge the Battery Storage Facilities is deemed eligible for recovery via the FAC;

4. Find that the Application complies with the requirements of General Order in Docket R-34860, and that the requirements for entering into the ESA have been satisfied, because ELL has submitted a filing pursuant to the 1983 General Order requiring Commission certifications for the acquisition of power supply;
5. Find that the Company has satisfied the requirements of the Commission's Lightning Initiative such that the requirements of the MBM Order are waived or, alternatively, under the specific facts and circumstances of this case, including significant Customer funding, the need for expedited action to secure the Customer's investment in Louisiana, the substantial economic benefits to the citizens of the State of Louisiana afforded by the Project, and other circumstances described in the Company's Application and supporting Direct Testimony, good cause exists for the granting of, and for the Commission to grant, an exemption to the formal RFP process included in the MBM Order, to the extent it is found applicable, including the stated prohibition in the MBM Order against alternative market-based mechanisms being "limited to self-build or utility-owned resources," as well as any other requirements of the MBM Order that may not be met based on the facts presented herein;
6. With respect to transmission, the Commission should find:
  - o As to the Customer-Funded Transmission Interconnection Project, that certain components of these transmission facilities (specifically, the WFC

substation and the nine new auxiliary 230kV switching stations) do not require certification pursuant to the Transmission Siting Order as they do not fall within the definition of “Transmission Facilities” and, further, that the exemption set forth in Section VIII(a) therein applies.

- As to the other components of the Customer-Funded Transmission Interconnection Project (specifically, the 20-30 miles of 230kV transmission lines to connect the Customer’s load to the ELL Transmission System) and as to the Smalling to El Dorado 500kV Line, the Commission should find that such projects are exempt from the requirements of the Transmission Siting Order pursuant to the first sentence of Section VIII and the exemption in Section VIII(h) of the Transmission Siting Order, because (1) “the costs of the [referenced facilities], and the cost of any associated System Impacts, will never be reflected or recovered in the retail or wholesale rates to be assessed to customers of Louisiana electric utilities including cooperatives,” or (2) in the further alternative, “good cause” exists to exempt the interconnection from certification, because there is no risk that the costs of these components of the Customer-Funded Transmission Interconnection Project and of the Smalling to El Dorado 500kV Line will fall on retail customers;
- As to the Proposed Transmission Facilities—and as to the Customer-Funded Transmission Interconnection Project and Smalling to El Dorado 500kV Line if none of the above-referenced exemptions are found to apply—that (1) such facilities are in the public interest and the interests of

affected customers, taking into account the costs, retail rates, service reliability, reduction of congestion, material economic benefits, the interstate or intrastate benefits expected to be achieved, and the fact that such facilities are consistent with public policy, including policy goals of the Commission; and that (2) the generalized siting of the facilities is appropriate and construction of the facilities (as opposed to construction of other transmission facilities or construction of generation, or non-transmission alternative) is a reasonable and cost-effective solution to the problems being addressed by such facilities;

7. As to the Sustainability Agreement described in the Application and presented as AEO/HSPM Exhibit ECI-2 to the Direct Testimony of Ms. Ingram and an attachment to the ESA included as AEO/HSPM Exhibit LKB-2 to the Direct Testimony of Ms. Beauchamp, confirm (a) the Customer is a “New Customer” (as defined in Attachment 2 to the “Motion for consideration of Uncontested Stipulated Settlement Term Sheet Pursuant to Rules 6, 51, and 57” filed by ELL in Docket No. U-36697 on May 15, 2024), (b) the Customer qualifies for a Geaux Zero Group 3 subscription for purposes of securing approval, in the future, of the 2,500MW of Designated Renewable Resources contemplated by the Sustainability Agreement and to designate those resources under the Sustainability Agreement pursuant to its terms, and (c) the Company can employ the expedited procurement and certification procedures set forth in the 3GW Order, as may be amended, to procure and seek certification of

Designated Renewable Resources to the extent allowed by the terms of the 3GW Order, as may be amended;

8. Also, as to the Sustainability Agreement, approve the proposed protections and dispute resolution process described by Ms. Ingram in her Direct Testimony with respect to Designated Renewable Resources that exceed the Breakeven Parameters set forth in the 3GW Order, as may be amended;
9. Acknowledge that ELL may transfer to, and/or otherwise utilize or retire on behalf of, the Customer any AECs associated with the Waterford 3 uprate, if approved, the Waterford 3 refueling cycle upgrades described in the Sustainability Agreement, and any other uprate to a nuclear facility owned by the Company to the extent paid for by the Customer (including to the extent Customer pays for a potential uprate at RBS and such uprate is approved by the Commission in the future);
10. Approve the Company's establishment of a regulatory liability for accounting purposes, as described in the Application and supporting Direct Testimony, to, *inter alia*, stabilize the effects of the proposed investments and Customer revenue on the rates charged in accordance with the FRP and resulting customer bill impacts;
11. Approve of the requested accounting treatment of the Customer's other contributions made pursuant to the ESA and/or CIAC Agreement, as well as the receipt of any termination fee as a result of early termination, as described in the Application and supporting Direct Testimony;

12. Find that the retail revenue requirements associated with the actual prudently incurred costs of the Proposed Transmission Facilities, estimates of which are provided by Mr. Jones in his Direct Testimony, net of offsetting Customer revenues, are deemed eligible for recovery by the Company through the applicable mechanisms of the FRP to the extent the Company remains subject to an FRP at the time the referenced facilities are placed in service, or in the alternative, through the creation and authorization of a regulatory asset, with interest to be accrued thereon at the Company's weighted average cost of capital, until such time that the costs can be reflected in rates through a future base rate proceeding;
13. Find that the retail revenue requirements associated with the Proposed Generators and the Battery Storage Facilities (to be determined in subsequent revenue requirement filings) are deemed eligible for recovery in the first billing cycle of the month following commercial operation of each of the Proposed Generators and Battery Storage Facilities in accordance with the terms of the Company's then-effective FRP, including more specifically the Additional Capacity Mechanism of the FRP if applicable, and outside of the FRP sharing mechanism and outside of any applicable caps, and subject to offset by deferred Customer revenue as described in the Company's Application and Direct Testimony; in the alternative, if ELL does not have an FRP in place at the time the Proposed Generators and/or Battery Storage Facilities are placed in service, authorize (i) a deferral of the non-fuel revenue requirement (*i.e.*, costs that are not eligible to be recovered through the FAC) associated with each of the

Proposed Generators and Battery Storage Facilities until such time as the costs of each of the Proposed Generators and Battery Storage Facilities are separately reflected in the Company's retail rates; (ii) a deferral of the costs to hire and train each Proposed Generator's plant staff in advance of each of the respective Proposed Generator's in-service date; and (iii) an accrual of carrying charges on the deferred balances at the Company's weighted average cost of capital, commencing on the dates of commercial operation for each of the Proposed Generators and Battery Storage Facilities and continuing until such time as such costs for each of the Proposed Generators and Battery Storage Facilities are first reflected in the Company's retail rates, subject to offset by deferred Customer revenue as described in the Company's Application and Direct Testimony;

14. Authorize the recovery, over a two-year period, of any remaining deferred balances referenced in the immediately preceding paragraph, beginning, as to each of the Proposed Generators and/or Battery Storage Facilities, contemporaneously with the time that the costs of such Proposed Generator and/or Battery Storage Facility begins to be recovered from customers through rates;

15. Authorize, with respect to the four Proposed Generators to be located in Richland Parish, a depreciable life of twenty (20) years and with respect to the three Proposed Generators to be located in Pointe Coupee, a depreciable life of thirty two (32) years;

16. As to the amounts spent for purposes of securing interconnection rights for the Proposed Generators, through the various means described in the Direct

Testimony of ELL witnesses Daniel Kline and Laura Beauchamp, allow the Company to accrue a return at the Company's weighted average cost of capital, on a net-of-tax basis, including as described in the Direct Testimony of Ryan M. Dumas, from the date incurred until such time as the costs for the associated generator commence to be recovered in retail rates, and further to deem these costs eligible for recovery in the same manner as the other costs to construct the Proposed Generators;

17. Approve recovery, through the FAC, of the expenses incurred under the Long Term Service Agreements applicable to the Proposed Generators;
18. Approve the inclusion, as a credit in the FAC, the revenues received from the Customer for the Company's purchases of energy during the Commissioning Period as described in testimony, based on the costs invoiced to the Customer for the applicable cost month;
19. Approve the Monitoring Plan in the form presented with the Company's Application as Exhibit TH-2 to the Direct Testimony of Mr. Heytens under which the Company will report to Commission Staff on a quarterly basis the status of the Proposed Generators, the Battery Storage Facilities and Planned Transmission Facilities, including schedule, costs, and other critical associated activities;
20. Rule that, with respect to the resources described in the Application, the Company has complied with, or is not in conflict with, the provisions of all applicable LPSC Orders;

21. Find, as provided in the Commission's Special Order No. 7-2000, dated March 22, 2000, that the confidential Direct Testimony, Exhibits, and other materials referenced in the Application shall be exempt from public disclosure pursuant to the Commission's General Order dated August 31, 1992 and Rule 12.1 of the Rules of Practice and Procedure of the Louisiana Public Service Commission;
22. Find that due to the inclusion of certain Customer information that is highly commercially sensitive, the disclosure of which would subject the Customer to an unreasonable risk of harm, that certain confidential data may be exempt from public disclosure and subject to additional protections and relevant portions thereof only made available to certain qualified external counsel, consultants, or technical witnesses;
23. Direct that the period for interventions and protests be shortened to 15 days;
24. Direct the Administrative Hearings Division to adopt a procedural schedule and procedures necessary to facilitate a timely decision consistent with the Commission's Lightning Initiative, but no later than the Commission's November 2026 Business & Executive Session, including waiver of the Administrative Law Judge's Recommendation procedures set forth in Rule 56 of the Commission's Rules of Practice and Procedure;
25. Direct that notice of all matters in these proceedings be sent to D. Skylar Rosenbloom, Matthew T. Brown, and Michael R. Dodson as counsel of record for the Company, and to Lawrence J. Hand, Jr., and Ryan D. Jones, as representatives of the Company; and

26. Order such other general and equitable relief as to which the Company may show itself so entitled.

Respectfully submitted,

By: 

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**ATTORNEYS FOR ENTERGY LOUISIANA, LLC**

**BEFORE THE**  
**LOUISIANA PUBLIC SERVICE COMMISSION**

**IN RE: APPLICATION OF ENTERGY )**  
**LOUISIANA, LLC FOR CERTIFICATION )**  
**OF GENERATION AND TRANSMISSION )**  
**RESOURCES AND FOR OTHER RELIEF )**  
**PURSUANT TO THE COMMISSION'S )**  
**LIGHTNING INITIATIVE )**

**DOCKET NO. U-\_\_\_\_\_**

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement shall govern the use of all information deemed confidential by a party in filings or in responding to discovery requests, unless the Louisiana Public Service Commission (“Commission” or “LPSC”) finds that such information is not confidential.

1. (a) Any party or person producing or filing materials, including but not limited to records stored or encoded on a computer disk or other similar electronic storage medium, in this proceeding (a “Producing Party”) may designate that material or any portion of it as confidential pursuant to this Agreement by typing or stamping on the face of the document or the storage medium containing the material and, to the extent practicable, on each page thereof, “CONFIDENTIAL INFORMATION PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_” or words of similar import (hereinafter referred to as “Confidential Information”). Parties to this proceeding and persons and entities retained to assist them, to the extent they obtain access to Confidential Information pursuant to this Confidentiality Agreement (“Reviewing Parties”), shall protect the confidentiality of such materials in accordance with the terms and conditions of this Confidentiality Agreement.  
  
(b) A “Reviewing Party” is a party to Louisiana Public Service Commission Docket No. U-\_\_\_\_\_ or a representative of a party to the extent that it receives or is provided access to Confidential Information pursuant to this Confidentiality Agreement. Reviewing Parties, including outside counsel and consultants retained or engaged by the Reviewing Party to assist the Reviewing Party with respect to these proceedings, shall be permitted access to Confidential Information through the execution of a Confidentiality Agreement.  
  
(c) The term “Confidential Information” is hereby defined for the purposes of this Confidentiality Agreement to include materials or portions thereof referred to in paragraph 1(a) above, and to include as well materials or portions thereof that contain, quote from, are derived from, or otherwise could reveal the content of Confidential Information; provided, however, that Confidential Information shall not include any information or material contained in the public files of the Midcontinent Independent System Operator, Inc., the Commission, the Federal Energy Regulatory Commission or any other federal or

state agency. Confidential Information also shall not include materials or information which at the time of or prior to disclosure in these proceedings is or was public knowledge or which becomes public knowledge, or is otherwise in the public domain, other than through disclosure in violation of this or any other confidentiality agreement or protective order.

(d) The term “Highly Sensitive Protected Materials” is a subset of Confidential Information<sup>1</sup> and refers to material that a Producing Party, or an entity asserting confidentiality with regard to the material, claims is of such a highly sensitive nature that making copies of such material or providing access to such material to persons or entities engaged in certain activities or the employees of the Reviewing Party would expose the Producing Party, or the entity asserting confidentiality, or a person or entity to which the Producing Party or other entity asserting confidentiality owes a duty to protect the confidentiality of such materials (“Person in Interest”), to an unreasonable risk of harm. The Producing Party may designate such materials or any portion thereof as Highly Sensitive Protected Materials pursuant to this Confidentiality Agreement by typing or stamping on the face of the document or the storage medium containing the material and, to the extent practicable, on each page thereof, “HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_” or words of similar import.

(e) The term “Attorneys’ Eyes Only” is a subset of Highly Sensitive Materials and Confidential Information and refers to material that a Producing Party, or an entity asserting confidentiality with regard to the material, claims is of such an extremely sensitive nature that disclosure to any person other than Authorized Persons, as defined herein, would threaten substantial competitive or other harm to the Producing Party and/or another Person in Interest. For the purposes of this Confidentiality Agreement, “Authorized Persons” means (i) legal counsel representing either the Producing Party or the Reviewing Party and members of the paralegal, secretarial, or clerical staff who are employed by, retained by, or assisting such counsel; (ii) consulting or testifying experts for the Reviewing Party, defined to include only those experts retained to assist the Reviewing Party in preparing for the hearing or any other proceeding in this matter and who need access to the Attorneys’ Eyes Only information to provide such assistance, and who are not employed by, or an agent or representative for (or anticipated to become an employee, agent, or representative of) the Reviewing Party or any other person or entity to which disclosure would cause such substantial competitive or other harm; (iii) if necessary to promote alternative dispute resolution, any mediator or arbitrator (and their assistants or staff) retained by the parties who needs access to the Attorneys’ Eyes Only information to assist the parties with resolving the issues in this matter; and (iv) court reporters for depositions or other proceedings in this matter, including persons operating video recording equipment and persons preparing transcripts of testimony. Unless otherwise stated, all references in this Confidentiality Agreement to “Reviewing Party” and “Reviewing Representative” shall be interpreted, when the information at issue is Attorneys’ Eyes Only information, to be limited to one or more Reviewing Parties and/or

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<sup>1</sup> Unless otherwise stated, all references in this Confidentiality Agreement to “Confidential Information” shall specifically include “Highly Sensitive Protected Materials,” which are a subset of Confidential Information.

Reviewing Representatives who are also Authorized Persons. The Producing Party may designate such materials or any portion thereof as Attorneys' Eyes Only pursuant to this Confidentiality Agreement by typing or stamping on the face of the document or the storage medium containing the material and, to the extent practicable, on each page thereof, "ATTORNEYS' EYES ONLY/HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_" or words of similar import. Nothing herein is intended to add restrictions on the access to and use of Confidential Information by the Commissioners of the LPSC; the Staff of the LPSC (provided, however, that any testifying and/or consulting experts retained by the LPSC and/or Staff of the LPSC are subject to the requirements of Paragraph 1(e)(ii)); and the Judges and judicial staff of the Administrative Hearings Division of the Commission.

(f) It is not anticipated that Critical Energy Infrastructure Information ("CEII") will be relevant information that will be produced in this proceeding. In the event that CEII should become relevant to the proceeding, the parties will address appropriate confidentiality protections for CEII at such time.

2. (a) Except as otherwise provided in this paragraph, and to the extent allowed under the terms of this Confidentiality Agreement, a Reviewing Party shall be permitted access to Confidential Information only through its authorized "Reviewing Representatives." Subject to any applicable requirements and provisions of Paragraph 1(e), "Reviewing Representatives" of a Reviewing Party may include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in these proceedings.

(b) Neither a Reviewing Party nor a Reviewing Representative shall disclose Confidential Information to any individual or entity unless said disclosure is explicitly authorized by this Confidentiality Agreement.

(c) Reviewing Representatives for purposes of reviewing Highly Sensitive Protected Materials (and for the avoidance of doubt, but without limiting in any way the provisions and restrictions in Paragraph 1(e), for purposes of reviewing Attorneys' Eyes Only Information) in this proceeding shall not include any person whose duties include (or who directly supervises any employee whose duties include) any activity with respect to which the disclosure of particular Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information would present an unreasonable risk of harm, such as, (i) the marketing or sale of electric power or energy at wholesale, (ii) the purchase or sale of electric power or energy at wholesale, (iii) the provision of electricity marketing consulting services to entities engaged in the sale or purchase of electric power at wholesale; (iv) the pricing for: the sale of potential electric generation development project facilities or the electric power or energy therefrom, or of potential upgrades or enhancements to such facilities or the electric power or energy therefrom, with the exception of the development and/or evaluation of projects for self- or co-generation of electricity; (v) the pricing for competitive bids for purchases, sales, or construction of electric transmission facilities; and (vi) design, construction, or operation of a data center.

For example, Reviewing Representatives for purposes of reviewing Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information shall not include persons who assist or advise any potential bidders or sellers in preparing bids or proposals for, in negotiations relating to, or otherwise in connection with bids or proposals in response to any requests for proposals for supply-side resources issued on behalf of one or more of the utilities producing the information, and/or the pricing of renewable energy proposals and unsolicited offers for the purchase of generating resources, whether through purchase power agreements or the ownership of the resource. Nothing in this section shall preclude an attorney or consultant from acting as a Reviewing Representative to the extent otherwise allowed under this Confidentiality Agreement, and representing a party engaged in the activities described herein, as long as such attorney and/or consultant does not engage in those activities or disclose that Highly Sensitive Protected Material and/or Attorneys' Eyes Only Information to the individuals engaged in those activities.

Nothing herein, however, shall preclude a Reviewing Representative from providing public information to clients or participating in public proceedings pursuant to the LPSC's Market Based Mechanisms Order or certification proceedings resulting therefrom.

(d) Nothing shall preclude a Producing Party from seeking protections for Confidential Information, Highly Sensitive Protected Materials, and/or Attorneys' Eyes Only Information beyond those provided for in this agreement. If the party asserting confidentiality believes that further protections should be afforded, or should a dispute arise with respect to the manner in which, or the Reviewing Representatives to which, Confidential information, Highly Sensitive Protected Materials, and/or Attorneys' Eyes Only Information are disclosed, such materials shall be made available for inspection by Commission Staff Counsel and outside counsel for the Reviewing Party only, pending a determination of the manner in which, and the Reviewing Representatives to which, such materials will be disclosed pursuant to this Agreement, which determination shall be made on a case by case basis, depending on the level of protection that may be necessary to protect the Producing Party, and any other person or entity to which the Producing Party owes a duty to protect the confidentiality of such materials, from any unreasonable risk of harm that may result from disclosure of such information. In the event that the parties are unable to agree on the manner in which, and the Reviewing Representatives to which, such materials will be disclosed, the party asserting confidentiality reserves its right to seek from the Commission or a court of competent jurisdiction, as may be necessary, an order providing the level of protection for the Confidential Information, Highly Sensitive Protected Materials, and/or Attorneys' Eyes Only Information that the party asserting confidentiality believes is required. Likewise, the party seeking review reserves its rights to seek a remedy from the Commission or a court of competent jurisdiction.

3. (a) Except for materials that are voluminous, a Producing Party shall provide one copy of Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information to the person designated by the Reviewing Party to receive and maintain possession of such copy. The person so designated must be an authorized Reviewing Representative for purposes of reviewing such material under Paragraph 2, above, subject to any applicable requirements and provisions of Paragraph 1(e). The copy provided to the designated Reviewing Representative may be provided (1) in hard copy, or (2) in an electronic format, as agreed

to by the parties. The copy of Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information that is provided to the designated Reviewing Representative shall be delivered to such Reviewing Representative via commercial courier such as FedEx or other means of delivery of comparable reliability. A Producing Party may provide Confidential Information to Reviewing Representatives via secure electronic mail or other suitable secure electronic delivery method rather than in hard copy form. Absent the mutual agreement of the Producing Party and Reviewing Party and the existence of extraordinary circumstances, Highly Sensitive Protected Materials and Attorneys' Eyes Only Information shall not be transmitted by any Reviewing Party or Reviewing Representative by electronic mail or other means of electronic file transmission, whether, without limitation, between Reviewing Parties, or among Reviewing Representatives of a single Reviewing Party. In addition, no copies shall be made of Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information, except for the purposes discussed in this subparagraph or in paragraph 11 below, and except that one hard copy may be made of Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information that are provided in an electronic format, provided that each page of such hard copy shall bear the Highly Sensitive Protected Materials or Attorneys' Eyes Only legend set forth in Paragraphs 1(d) and 1(e), as applicable. Only the designated Reviewing Representative shall receive and maintain possession of all Highly Sensitive Protected Materials received under this Confidentiality Agreement, whether in hard copy or electronic form. Reviewing Representatives who are authorized Reviewing Representatives for purposes of reviewing particular Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information, but who are not designated to receive and maintain possession of such Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information, may review the copy of those materials at the office of the designated Reviewing Representative. If necessary, and only with the express consent of the Producing Party, additional copies of Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information in the number specified by the Producing Party, in electronic or hard copy form, may be created under circumstances in which, due to the geographic distance between the designated Reviewing Representative and other Reviewing Representatives of the same Reviewing Party or other similar circumstances, the requirement of this subparagraph that only one copy of Highly Sensitive Protected Materials and/or Attorneys' Eyes Only information be provided to and maintained by each Reviewing Party would result in substantial hardship. Authorized Reviewing Representatives may take reasonably limited handwritten notes regarding the information contained in Highly Sensitive Protected Materials and/or Attorneys' Eyes Only information, provided that handwritten notes shall not be used to circumvent this protection against duplication of Highly Sensitive Protected Materials and Attorneys' Eyes Only information.

(b) An authorized Reviewing Representative's notes, memoranda, or other documents, materials, or information regarding or derived from Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information, whether in hard copy or electronic form, are to be considered Highly Sensitive Protected Materials and labeled as set forth in Paragraph 1(d), above, and are to be treated in all respects as Highly Sensitive Protected Materials or Attorneys' Eyes Only Information, as applicable, pursuant to this Confidentiality Agreement. Authorized Reviewing Representatives must take all reasonable precautions to ensure that Highly Sensitive Protected Materials and Attorneys' Eyes Only Information,

including notes and analyses made from Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information, are not viewed by any person other than an authorized Reviewing Representative.

(c) Other than pursuant to a valid court order and/or subpoena or as otherwise expressly provided in this Confidentiality Agreement, an authorized Reviewing Representative may disclose Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information to another person only if the person to whom the material is to be disclosed is an authorized Reviewing Representative under this Confidentiality Agreement and only if such disclosure is conducted in compliance with the provisions of this Confidentiality Agreement.

(d) If the Producing Party believes that further protections should be afforded with respect to the manner in which the confidentiality of particular Confidential information, Highly Sensitive Protected Materials, and/or Attorneys' Eyes Only Information should be protected, which determination shall be made on a case-by-case basis depending on the level of protection that may be necessary to protect the Producing Party and any other person or entity to which the Producing Party owes a duty to protect the confidentiality of such materials from any unreasonable risk of harm that may result from disclosure of such information, then the Producing Party shall retain its right, and shall not be deemed to have waived such right, to seek from the Commission, and from the courts as may be necessary, an order providing the level of protection for such materials that the Producing Party believes is required.

4. In the event that any authorized Reviewing Representative for purposes of reviewing Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information ceases to be engaged in this proceeding or develops an intention to engage in one or more of the activities described in paragraph 2(c) above and subject to paragraphs 5 (c) and (d) below, that person:

(a) must immediately notify the Producing Party in writing, as applicable, (a) that involvement in LPSC Docket No. U-\_\_\_\_\_ has ceased, or (b) of the intention to engage in such activity(ies);

(b) shall be immediately disqualified from reviewing or receiving Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information;

(c) shall, at the option of the Producing Party, either destroy all electronically stored Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information and or return to the Producing Party all Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information in possession of such person, including all notes, memoranda, or other documents or information regarding or derived from Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information; and,

(d) shall not engage in any activity set forth in Paragraph 2(c) above until the provisions of paragraph 4(c), above, have been complied with fully, and shall refrain from engaging in any activity listed in paragraph 3 above (and, for purposes of Attorneys' Eyes Only

Information, shall refrain from acting in any of the capacities set forth in Paragraph 1(e)(ii) above) for thirty (30) days from the date that notice is given pursuant to paragraph 4(a), above, in order to afford the Producing Party an opportunity to seek from a court of competent jurisdiction any injunctive or other relief that may be appropriate.

5. (a) Unless otherwise authorized by a Producing Party, each Reviewing Representative who may be given access to Confidential Information shall, before gaining such access, agree in writing to the following certification, and shall provide a copy of a signed certification in the form of that attached to this Confidentiality Agreement to counsel for the party asserting confidentiality:

“I certify my understanding and agreement that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Confidentiality Agreement in Louisiana Public Service Commission Docket No. U-\_\_\_\_\_, and that I have been given a copy of the Confidentiality Agreement and have read it and agree to be bound by it. I understand and agree that Confidential Information, the contents thereof, and any notes, memoranda, or any other form of information regarding or derived from Confidential Information, shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceedings in Louisiana Public Service Commission Docket No. U-\_\_\_\_\_ and any appeals therefrom. Provided, however, if the content of the Confidential Information is publicly available or is obtained from independent sources other than in violation of this or any other confidentiality agreement or protective order, the understanding stated herein shall not apply.”

(b) Unless otherwise authorized by a Producing Party, neither a Reviewing Party nor a Reviewing Representative may grant access to Confidential Information to any person unless such person is an authorized Reviewing Representative who has executed a certification in the form and substance of that set forth in paragraph 5(a) above and provided a signed certification to counsel for the Producing Party prior to the disclosure or granting of access to Confidential Information.

(c) In the event that any Reviewing Representative to whom such Confidential Information is disclosed ceases to be engaged in this proceeding, access to such Confidential Information by such person shall be terminated, and, upon request by the Producing Party, any electronically stored copies of Confidential Information in the possession of such person shall be destroyed and physical copies of Confidential Information shall be returned to the Reviewing Party. Any person who has agreed to the foregoing certifications shall continue to be bound by the provisions of this Confidentiality Agreement, even if no longer so engaged.

(d) The Reviewing Party and Reviewing Representatives are responsible for ensuring that persons under their supervision and control comply with this Confidentiality Agreement.

6. (a) Except for materials that are voluminous, the Producing Party shall only be obligated to provide a Reviewing Party one copy of Confidential Information. Although only Confidential Information that has been designated Highly Sensitive Protected Materials and/or Attorneys' Eyes Only information shall be subject to the restrictions on copying set forth in Paragraph 3 above, the parties agree to make a good faith effort to limit the number of physical or electronic copies made of Confidential Information to those reasonably necessary under the circumstances and agree to distribute copies of Confidential Information only to Reviewing Representatives.
- (b) Materials that are deemed "voluminous," which may include materials in excess of five hundred (500) pages in length that cannot reasonably be provided in an electronic format, shall be made available for inspection by Reviewing Representatives at a location in Baton Rouge, Louisiana or New Orleans, Louisiana specified by the party declaring such materials to be voluminous between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). Such voluminous materials may be reviewed only during the "reviewing period," which period shall commence upon signing of this Confidentiality Agreement, and continue until conclusion of these proceedings. As used in this paragraph, "conclusion of these proceedings" refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law.
- (c) Reviewing Representatives may take handwritten notes regarding the information contained in voluminous materials made available for inspection pursuant to Paragraph 6 (b) of this Confidentiality Agreement. In the case of Highly Sensitive Protected Materials and Attorneys' Eyes Only Information that are voluminous, such handwritten notes shall be subject to and governed by the provisions of Paragraph 3. After an inspection conducted under this paragraph, a Reviewing Representative may designate materials to be copied. In the case of Highly Sensitive Protected Materials and/or Attorneys' Eyes Only Information that are voluminous and made available under this paragraph, such copy shall be subject to, and governed by, the provisions of Paragraph 3 of this Confidentiality Agreement. The Reviewing Party shall be responsible for reimbursing the reasonable costs associated with producing copies of any materials designated for copying under this paragraph. Only one copy of the materials designated shall be reproduced by the party making voluminous materials available for inspection. Reviewing Parties shall make a diligent, good-faith effort to limit the amount of photographic or mechanical copying requested to only that which is essential for purposes of this proceeding.
7. All Confidential Information made available pursuant to this Confidentiality Agreement to the Reviewing Parties and their Reviewing Representatives shall be reviewed and used solely for the purpose of these proceedings and any appeals therefrom. Access to the Confidential Information may not be used in the furtherance of any other purpose, including, without limitation, (i) any other pending or potential proceeding involving any unrelated investigation, claim, complaint, civil action, or other grievance of whatever nature, or (ii) any business endeavor or competitive purpose of whatever nature. The Confidential Information, as well as the Reviewing Party's or any Reviewing Representative's notes, memoranda, or other information regarding, or derived from the Confidential Information, are to be treated confidentially by the Reviewing Party and its Reviewing Representatives and shall not be disclosed or used except as permitted and

provided in this Confidentiality Agreement. Information derived from or describing the Confidential Information shall not be placed in the public or non-secure files of the Reviewing Party or any Reviewing Representative except in accordance with provisions of this Confidentiality Agreement. A Reviewing Party and its Reviewing Representatives must take all reasonable precautions to ensure that Confidential Information, including handwritten notes and analyses made from Confidential Information, are not viewed or taken by any person other than a Reviewing Representative of the Reviewing Party. No provision of this Confidentiality Agreement shall prohibit a Reviewing Party from requesting, in another proceeding or matter, any of the materials that have been designated in this matter as Confidential Information, Highly Sensitive Protected Materials subject to applicable confidentiality agreements or orders in such other proceeding or matter.

8. (a) If a Reviewing Party or Reviewing Representative tenders for filing any written testimony, exhibit, brief, or other submission that quotes from Confidential Information or discloses the confidential content of Confidential Information, the confidential portion of such testimony, exhibit, brief, or other submission shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Confidentiality Agreement and the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992. Such documents, physical storage device, or electronically stored information shall be marked with the following legend “CONFIDENTIAL INFORMATION PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_”; “HIGHLY SENSITIVE PROTECTED MATERIALS PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_”; or “ATTORNEYS’ EYES ONLY/HIGHLY SENSITIVE PROTECTED MATERIALS PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-\_\_\_\_\_” or words of similar import as appropriate and shall be filed under seal with the Executive Secretary of the LPSC and served under seal to the counsel of record for the Reviewing Parties. If testimony that quotes from Confidential Information or discloses the confidential content of Confidential Information is offered by a Reviewing Representative on behalf of a Reviewing Party in this proceeding, the Reviewing Party shall advise the Administrative Law Judge of such fact, and the Commission shall proceed pursuant to Rule 26 of the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992. The Commission may subsequently, on its own motion or on motion of a party, issue a ruling determining whether or not the inclusion, incorporation, or reference to Confidential Information is such that, pursuant to this Confidentiality Agreement, the written testimony, exhibit, brief, or other submission, or transcript of testimony, should remain under seal.

(b) Any Party or Reviewing Representative giving testimony or submitting exhibits at hearings or depositions in this proceeding must, at the time such testimony or exhibits are submitted, identify as Confidential Information, Highly Sensitive Protected Materials, or Attorneys’ Eyes Only Information, as appropriate, any portion of such testimony or exhibits that has been or is at that time designated as Confidential Information, Highly Sensitive Protected Materials, or Attorneys’ Eyes Only Information in accordance with this Confidentiality Agreement, by advising the Administrative Law Judge of such fact. In that event, the Commission shall proceed pursuant to Rule 26 of the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992, unless the

Commission determines that the material does not qualify for the “Confidential Information” or “Highly Sensitive Protected Material” designations.

(c) All Confidential Information filed with the Commission, the Administrative Law Judge, or any other judicial or administrative body in support of or as part of a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers, and shall bear the appropriate designation.

9. Each party to this Confidentiality Agreement shall have the right to seek changes in the Confidentiality Agreement, as appropriate, from the Commission, or the courts. Before resorting to the Commission or the courts, the party seeking modification of this Agreement will first attempt to negotiate the proposed changes with the other parties to the Agreement.
10. A Reviewing Party and/or Reviewing Representative may release Confidential Information only pursuant to a final order of a local, state, or federal governmental agency or authority or court of competent jurisdiction, as appropriate; provided, however, the Reviewing Party and/or Reviewing Representative agrees that prior to such release it shall promptly notify the Producing Party, and its counsel of record, of the order and of the intention to comply with the order and so that the Producing Party timely may contest any release of the Confidential Information; and provided, further, the Reviewing Party and/or Reviewing Representative shall attempt to ensure that such Confidential Information is not disclosed to the public and is accorded the highest level of protection possible consistent with the terms of this Confidentiality Agreement; however, the Reviewing Party and/or Reviewing Representative will abide by any such final order. In addition to the obligation to notify imposed in the foregoing provision, if prior to the issuance of such a final order, a Reviewing Party and/or Reviewing Representative becomes aware of any intention or proceedings to obtain such an order, then the Reviewing Party and/or Reviewing Representative acquiring such knowledge shall promptly inform the Producing Party of such proceedings.
11. During the pendency of Docket No. U-\_\_\_\_\_ at the Commission, in the event that a Reviewing Party wishes to disclose Confidential Information to any person to whom disclosure may not be authorized by this Confidentiality Agreement, or wishes to have changed the designation of certain information or material as protected by alleging, for example, that such information or material has entered the public domain, the parties shall attempt to resolve such dispute in a mutually satisfactory manner, and in the event that is not possible, the parties may seek a resolution of such dispute by the Commission or by a court of competent jurisdiction. The parties to this agreement hereby consent to and agree to support a stay of such a ruling by an Administrative Law Judge or Hearing Examiner requiring disclosure or a change in designation pending a final order by the Commission in the event such ruling is the subject of an appeal or a request for interlocutory review by the Commission. Likewise, the parties to this agreement hereby consent to and agree to support a stay of such a final order by the Commission requiring disclosure or a change in designation pending a decision on a request for a preliminary injunction. Any party challenging the State District Court determination allowing disclosure or a change in designation, or a denial of same, shall have a period of fifteen (15) days from the date of the District Court's ruling, or such other time period authorized by a court of competent

jurisdiction to file a petition seeking a favorable ruling from the Louisiana Supreme Court. Any challenges concerning the appropriate designation of CEII shall be made before the Federal Energy Regulatory Commission.

12. Nothing in this Confidentiality Agreement shall be construed as precluding a Producing Party from objecting to the use of Confidential Information on grounds other than confidentiality, including the lack of required relevance. Without limiting any party's obligations arising under this Confidentiality Agreement, nothing in this Confidentiality Agreement shall be construed as an agreement or admission by any party or the Commission that the designation of any material as Confidential Information under this Confidentiality Agreement is appropriate.
13. All notices, applications, responses, or other correspondence shall be made in a manner that protects the Confidential Information at issue from unauthorized disclosure.
14. Following the conclusion of these proceedings, Reviewing Parties and their Reviewing Representatives, upon request by a Producing Party, shall return or destroy all copies of the Confidential Information made available by such party except for any copies filed or submitted to the Commission and that the Commission is required to retain pursuant to applicable public retention law or policy. Any documents subject to such retention requirement shall be maintained under seal and confidential unless otherwise designated pursuant to the terms of this Confidentiality Agreement. Further, all notes or other documents derived from or revealing the confidential content of such Confidential Information shall, upon request, be redacted to remove permanently any Confidential Information, including information from which Confidential Information can be derived. As used in this paragraph, "conclusion of these proceedings" refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. Nothing in this paragraph shall require the destruction or redaction of Confidential Information that is part of the record of any appeal of any action of the Commission in Docket No. U-\_\_\_\_\_.
15. In the event of a breach of the provisions of this Confidentiality Agreement, the party asserting confidentiality will not have an adequate remedy in money or damages, and accordingly, shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach without any requirement to post bond as a condition of such relief.
16. In the event of an inadvertent breach of this Agreement by a Reviewing Party revealing Confidential Information, that Reviewing Party shall be under an obligation to: 1) notify the Producing Party of such inadvertent breach as soon as reasonably possible upon discovery of such breach, 2) seek to recall and have destroyed the inadvertently produced material by e-mail or telephone request, and 3) replace inadvertently produced material with material containing proper redactions.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

Company: \_\_\_\_\_

Representing: \_\_\_\_\_

**BEFORE THE**  
**LOUISIANA PUBLIC SERVICE COMMISSION**

**IN RE: APPLICATION OF ENTERGY )**  
**LOUISIANA, LLC FOR CERTIFICATION )**  
**OF GENERATION AND TRANSMISSION )**  
**RESOURCES AND FOR OTHER RELIEF )**  
**PURSUANT TO THE COMMISSION'S )**  
**LIGHTNING INITIATIVE )**

**DOCKET NO. U-\_\_\_\_\_**

**NON-DISCLOSURE CERTIFICATE**

I certify my understanding and agreement that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Confidentiality Agreement in Louisiana Public Service Commission Docket No. U-\_\_\_\_\_, and that I have been given a copy of the Confidentiality Agreement and have read it and agree to be bound by it. I understand and agree that Confidential Information, the contents thereof, and any notes, memoranda, or any other form of information regarding or derived from Confidential Information, shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceedings in Louisiana Public Service Commission Docket No. U-\_\_\_\_\_. Provided, however, if the content of the Confidential Information is publicly available or is obtained from independent sources other than in violation of this or any other confidentiality agreement or protective order, the understanding stated herein shall not apply.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

Company: \_\_\_\_\_

Representing: \_\_\_\_\_