

**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-_____

DIRECT TESTIMONY

OF

ELIZABETH C. INGRAM

ON BEHALF OF

ENTERGY LOUISIANA, LLC

PUBLIC REDACTED VERSION

MARCH 2026

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EXHIBIT LIST

Exhibit ECI-1	List of Prior Testimony
Exhibit ECI-2	Corporate Sustainability Commitments (HSPM/AEO)

1 **I. INTRODUCTION**

2 Q1. PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS.

3 A. My name is Elizabeth C. Ingram. I am Director, Regulatory Strategy for Entergy Services,
4 LLC (“ESL”).¹ My business address is 639 Loyola Avenue, New Orleans, LA 70113. I
5 am filing this Direct Testimony on behalf of Entergy Louisiana, LLC (“ELL”).

6
7 Q2. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND
8 PROFESSIONAL EXPERIENCE.

9 A. In 2001, I earned a B.A. with a double-major in Government and Economics from The
10 College of William and Mary. Following my undergraduate degree, I spent five years
11 working in the Washington, D.C. and San Francisco, CA areas in accounting and finance
12 roles for companies outside of the energy industry. In 2008, I obtained an MBA from the
13 University of California, Berkeley. I spent several years working to develop utility-scale
14 renewable energy power plants in California before accepting a position in the Energy
15 Procurement Department at Pacific Gas & Electric (“PG&E”). At PG&E, I negotiated
16 several intermediate and long-term transactions, led projects to update the company’s form
17 of tolling agreement and to develop the company’s first form of energy storage agreement,
18 and supervised a team handling commercial policy and compliance activities.

19

¹ ESL is an affiliate of the Entergy Operating Companies (“EOCs”) that provides engineering, planning, accounting, legal, technical, regulatory, and other administrative support services to each of the EOCs. The EOCs are Entergy Louisiana, LLC; Entergy Arkansas, LLC; Entergy Mississippi, LLC; Entergy New Orleans, LLC; and Entergy Texas, Inc.

1 Q3. WHAT POSITIONS HAVE YOU HELD WITH ENTERGY?

2 A. In 2015, I accepted a position at Entergy Services, Inc. (now ESL) as Manager, Regulatory
3 Research. In that role, I supervised a team of analysts responsible for providing research
4 and support to the EOCs on various regulatory, ratemaking, strategy, and policy matters
5 including those related to emerging technologies, such as energy efficiency and demand
6 response, renewable energy, and distributed energy resources. In early 2019, I accepted a
7 position as Manager, Regulatory Affairs for ELL. In that capacity, I was responsible for
8 providing regulatory support services to ELL. In late 2020, I was promoted to Director,
9 Regulatory Affairs. While at ELL, I led the development of several new programs for ELL
10 customers, including new demand response/interruptible options and new renewable
11 options, which help further ELL's and its customers' sustainability objectives. In 2024, I
12 was promoted to Director, Regulatory Strategy, which is my current position. In my current
13 role, I direct a team that provides support to the EOCs on a variety of regulatory strategy
14 and policy issues, including sustainability options for customers.

15

16 Q4. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE COMMISSION?

17 A. Yes. A list of my prior testimony is attached as Exhibit ECI-1.

18

19 Q5. DO YOU SPONSOR ANY EXHIBITS?

20 A. Yes. I am the witness sponsor for the exhibits listed in the Table of Contents. I am familiar
21 with each of the exhibits, which were prepared by me or under my supervision.

22

1 **II. PURPOSE OF TESTIMONY**

2 Q6. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

3 A. My testimony covers several topics important to the Commission’s consideration of the
4 Application filed by ELL in this matter. I discuss Appendix G - the Corporate Sustainability
5 Commitments (“Sustainability Agreement”) attached to Rider 1 to the Electric Service
6 Agreement (“ESA”) between Evest LLC (the “Customer”) and ELL (and which is also
7 attached to my testimony as Attorneys’ Eyes Only (“AEO”) Exhibit ECI-2). The ESA and
8 Sustainability Agreement include substantial financial commitments by the Customer to
9 fund certain nuclear-related efforts, renewable and hybrid resources, and other alternative
10 and low carbon energy technologies and solutions. The Sustainability Agreement also
11 contemplates that the Customer and ELL will collectively contribute \$120 million to
12 Entergy’s The Power to Care Program to provide emergency utility bill assistance for low-
13 income seniors and disabled customers and that the Customer will contribute an additional
14 \$140 million to fund program costs associated with energy-efficiency and/or
15 weatherization programs for low-income residential customers.²

16
17 **III. OVERVIEW OF THE SUSTAINABILITY AGREEMENT**

18 Q7. WHAT IS THE SUSTAINABILITY AGREEMENT?

19 A. The Sustainability Agreement is an agreement between ELL and the Customer in which
20 ELL has agreed to develop, and the Customer has agreed to fund, a portfolio of solar,
21 onshore wind, solar or onshore wind plus storage (“hybrid”), and potentially other

² These contributions will occur over the twenty-year term of the ESA.

1 renewable resources (“Designated Renewable Resources”) and to work in good faith with
2 ELL to identify and develop a portfolio of low-carbon electric generation technologies
3 (“Designated Low Carbon Option Resources”), including in particular carbon capture and
4 storage (“CCS”) at, for example, the combined cycle combustion turbine (“CCCT”) generators
5 proposed in this case and the CCCT generators approved by the Louisiana
6 Public Service Commission (“LPSC” or the “Commission”) in Docket No. U-37425.³ The
7 Sustainability Agreement also memorializes certain agreements between ELL and the
8 Customer with respect to nuclear resources, energy efficiency, Entergy’s The Power to
9 Care Program, and certain environmental attributes.

10
11 Q8. WHAT IS THE PURPOSE OF THE SUSTAINABILITY AGREEMENT?

12 A. The Sustainability Agreement establishes commitments by ELL and the Customer to
13 advance their respective sustainability, environmental, and corporate responsibility goals
14 by accelerating the development and deployment of renewable and low-carbon resources
15 in Louisiana and providing direct financial support and energy efficiency solutions to
16 thousands of Louisiana households, including seniors and disabled customers, who live on
17 low or fixed incomes.

18

³ 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.*

1 Q9. HOW IS THE SUSTAINABILITY AGREEMENT DESIGNED TO ACHIEVE THESE
2 OBJECTIVES?

3 A. The financial investments contemplated by the Sustainability Agreement (the
4 “Sustainability Agreement Investments”) will be substantial and incremental to other
5 investments included in the other agreements between ELL and the Customer. The
6 Sustainability Agreement Investments are expected to increase the efficiency of ELL’s
7 Waterford 3 Steam Electric Station (“Waterford 3”) nuclear generation facility in
8 Louisiana, support the construction of up to 2,500 megawatts (“MW”) of new renewable
9 infrastructure, and fund research into and potential development of clean energy
10 technologies like CCS and new nuclear facilities. Importantly, the Sustainability
11 Agreement Investments also include a commitment by the Customer to contribute \$140
12 million toward energy-efficiency initiatives for low-income residential customers over the
13 term of the Sustainability Agreement—initiatives through which ELL customers can
14 expect to receive energy saving products, weatherization support, and other products and
15 services designed to identify and implement energy-saving opportunities. The Customer
16 will also make a contribution of \$60 million over the term of the Sustainability Agreement
17 to Entergy’s The Power to Care Program, which provides emergency utility bill payment
18 assistance to eligible customers who are facing financial hardship. This investment will be
19 in addition to the commitment by Evest’s affiliate, Laidley LLC, to contribute up to \$15
20 million to The Power to Care program that was discussed in LPSC Docket No. U-37425.
21 ELL also has committed itself to matching the Customer’s contributions to The Power to
22 Care Program dollar for dollar, resulting in a total investment (inclusive of the separate
23 contribution from Laidley LLC and matching contribution discussed in U-37425) of up to

1 \$150 million. These investments would not have occurred without the Sustainability
2 Agreement.

3

4 Q10. PLEASE PROVIDE A SUMMARY OF THE SUSTAINABILITY AGREEMENT
5 INVESTMENTS?

6 A. Table 1 summarizes the Sustainability Agreement Investments:

7

8

Table 1 (HSPM/AEO)
Summary of Sustainability Agreement Investments

Initiative	Summary
Nuclear Generation	<ul style="list-style-type: none">• Allocation of Alternative Energy Credits (“AECs”) for uprate at Waterford 3⁴ and potential uprate at River Bend Station (“RBS”)• Up to [REDACTED] contribution toward Refueling Cycle Upgrades at Waterford 3• Up to [REDACTED] contribution toward Preliminary Front-End Engineering and Design Study at RBS (“River Bend Pre-FEED Study”)
The Power to Care Program	<ul style="list-style-type: none">• Emergency assistance for vulnerable customers• Collective, incremental contributions of \$6 million per year to The Power to Care (includes the Company’s commitment to match Customer’s \$3 million per year incremental commitment)
Energy Efficiency	<ul style="list-style-type: none">• Contribution by Customer of \$7 million per year for energy-efficiency programs for low-income residential customers, including, for example, support for weatherization efforts and/or energy-saving products

⁴ The Waterford 3 uprate is the subject of an application currently pending before the LPSC. See LPSC Docket No. U-37677, *In re: Application of Entergy Louisiana, LLC for Approval to Complete Uprate Project at the Waterford 3 Nuclear Station, for Cost Recovery, and Other Associated Relief.*

Initiative	Summary
Renewable Resources	<ul style="list-style-type: none">• 2,500 MW of incremental solar, onshore wind, hybrid, or other renewable resources⁵
Low-Carbon Option Resources	<ul style="list-style-type: none">• CCS Development• [REDACTED] contribution toward CCS Front-End Engineering and Design Study (“CCS FEED Study”)

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Q11. WHY IS ELL INVESTING IN RENEWABLE, NUCLEAR, AND LOW-CARBON ENERGY SOLUTIONS?

A. Over the last several decades, a growing number of companies, including the Customer and ELL’s ultimate parent, Entergy Corporation (“Entergy”), have developed corporate goals associated with the environment and sustainability. At a very high level, corporate sustainability means incorporating environmental and social considerations into a company’s business strategies and overall operations and typically involves setting specific, long-term metrics to measure the company’s progress towards achieving its objectives. Companies each set their sustainability goals differently, with some targeting CO₂ emissions reductions and others targeting a proportion of their electricity usage to be sourced from renewable energy. As has been discussed in prior dockets (such as LPSC

⁵ This renewable resource subscription is incremental to and separate from the 1,500 MW “Initial Renewable Subscription Amount” associated with Ladley LLC that was referenced in LPSC Docket No. U-37425.

1 Docket Nos. U-36190,⁶ U-36697,⁷ and U-37800),⁸ providing products to ELL’s customers
2 that can assist them in achieving such goals is crucial for maintaining Louisiana as an
3 attractive location for existing and new large commercial, industrial, and manufacturing
4 operations, which, in turn, benefits the state economy and all Louisiana residents.
5 Moreover, the Customer and its parent, Meta Platforms, Inc. (“Meta”), have indicated it is
6 an important consideration to them to have zero-carbon and low-carbon options to reduce
7 Scope 2 emissions. Overall, the Company has found that offering such solutions to
8 customers, particularly larger customers, enhances our attractiveness for economic
9 development opportunities.

10
11 Q12. WHAT ARE ENTERGY’S SUSTAINABILITY OBJECTIVES?

12 A. Entergy is proud of its longstanding commitment to environmental stewardship, which is
13 an integral part of how we help create sustainable value for our communities. In 2001,
14 Entergy was the first utility in the United States to set a voluntary greenhouse gas emissions
15 goal. Today, Entergy operates one of the cleanest, large-scale power generation fleets in
16 the country⁹ and maintains a goal to achieve net zero greenhouse gas emissions by 2050.¹⁰

⁶ *In re: Application for Certification and Approval of the 2021 Solar Portfolio, Rider Geaux Green Option, Cost Recovery and Related Relief.*

⁷ *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.*

⁸ *In re: Application of Entergy Louisiana, LLC for Approval to Construct Votaw and Segno Solar Facilities, and for Cost Recovery.*

⁹ Benchmarking Air Emissions Report (December 2025), see: <https://www.erm.com/insights/benchmarking-air-emissions-100-largest-us-power-producers/>.

¹⁰ Additional information regarding Entergy’s corporate sustainability goals is available at: <https://www.entergy.com/environment/>.

1 nuclear energy plays in meeting future electricity demands, enhancing energy security, and
2 achieving clean energy goals and have agreed to collaborate on implementable strategies
3 for increasing the capacity and efficiency at ELL's existing nuclear power plants and
4 undertaking the research and feasibility studies to explore the potential deployment of next-
5 generation nuclear reactors and systems.

6
7 Q15. WHAT INVESTMENTS ARE INCLUDED IN THE SUSTAINABILITY AGREEMENT
8 WITH RESPECT TO THE COMPANY'S NUCLEAR RESOURCES?

9 A. As relevant here, ELL currently owns and operates nuclear power plants near Killona,
10 Louisiana (Waterford 3) and St. Francisville, Louisiana (RBS). Through the ESA, the
11 Customer has agreed to fund a [REDACTED] million investment for an uprate to increase the
12 capacity at Waterford 3 by 45 MW. The Customer is also considering whether to invest
13 up to [REDACTED] million for an uprate to increase capacity at RBS by up to 125 MW. Moreover,
14 the Sustainability Agreement contemplates up to [REDACTED] in additional investment to
15 implement operational upgrades at Waterford 3 that, if completed, are expected to increase
16 the time periods between refueling outages, resulting in an additional 117,000 megawatt-
17 hours ("MWh") per year during the 20-year term of the ESA. For ease of discussion, I refer
18 to these investments (to effectuate the uprates and the refueling cycle upgrades)
19 collectively as the "Nuclear Upgrades." In exchange for funding the Nuclear Upgrades, the
20 Sustainability Agreement provides that the Customer will receive any AECs associated
21 with the incremental generation enabled by the Nuclear Upgrades (subject to any necessary
22 approvals from the Commission).

23

1 Q16. WHAT ADDITIONAL INVESTMENTS IN NUCLEAR ENERGY RESOURCES ARE
2 CONTEMPLATED BY THE SUSTAINABILITY AGREEMENT?

3 A. The Customer has agreed to fund the River Bend pre-FEED Study, up to a maximum of [REDACTED]
4 [REDACTED], to evaluate the potential for construction and operation of two new AP1000 nuclear
5 generators at RBS. After the River Bend pre-FEED Study is completed, the Sustainability
6 Agreement contemplates that ELL and the Customer will work together to evaluate options
7 for advancing construction of new nuclear facilities to serve ELL's service area.¹¹

8
9 Q17. HOW DOES THE DEVELOPMENT OF NEW NUCLEAR ENERGY RESOURCES
10 BENEFIT THE PUBLIC?

11 A. As discussed above, nuclear energy represents a critical component of ELL's generation
12 portfolio. It provides reliability, improves system resiliency, and is essential to reducing
13 emissions. In addition, recent state and federal policy announcements have been highly
14 supportive of deploying additional nuclear generation resources.

15
16 Q18. IS ELL SEEKING CERTIFICATION OF ANY ARRANGEMENTS IN THE
17 SUSTAINABILITY AGREEMENT RELATED TO THE NUCLEAR ENERGY
18 RESOURCES IN THIS DOCKET?

19 A. No, ELL is not seeking certification of any arrangements in the Sustainability Agreement.
20 However, ELL is asking that the Commission acknowledge ELL's proposal to allocate the

¹¹ The Company has also executed a Memorandum of Understanding (the "Nuclear MOU") with Meta that memorializes a commitment to, among other things, evaluate the potential for deployment of advanced nuclear technologies in Louisiana. Company witness Laura K. Beauchamp discusses the Nuclear MOU in greater detail in her Direct Testimony.

1 AECs associated with the Nuclear Upgrades to the Customer, out of an abundance of
2 caution and to the extent required by law.

3 Importantly, ELL does not seek approvals for the uprates themselves in this
4 proceeding. Rather, ELL has separately filed for certification of the Waterford 3 uprate
5 (which is pending in LPSC Docket No. U-37667), and it will file for the certification of the
6 RBS uprate in the future if the decision is made to move forward with that project.
7

8 **V. DIRECT CUSTOMER INVESTMENTS**

9 Q19. WHAT IS ENTERGY'S THE POWER TO CARE PROGRAM?

10 A. Entergy's The Power to Care program is an emergency bill payment assistance fund for
11 older adults (age 60+) and individuals with disabilities who are facing financial hardships.
12 The program is funded by donations from Entergy customers and employees, with
13 matching donations by shareholders, and all donations go directly to bill assistance through
14 local nonprofit agencies. The Power to Care program is a lifeline for Entergy's most
15 vulnerable customers, who often struggle financially. The Power to Care program helps
16 protect the credit ratings of low-income seniors and disabled individuals. Furthermore, by
17 reducing the number of write-offs (associated with bad debt), The Power to Care program
18 helps reduce costs for all customers.
19

20 Q20. HOW MANY CUSTOMERS BENEFIT FROM THE POWER TO CARE PROGRAM?

21 A. Through the program, local nonprofit agencies help provide emergency bill payment
22 assistance for approximately 13,600 customers annually across all EOCs. In 2025,
23 approximately 3,100 ELL customers received approximately \$885,000 in The Power to

1 Care assistance. Over the past several years (2021-2025), approximately 23,200 ELL
2 customers received assistance through The Power to Care totaling about \$7.9 million.

3
4 Q21. HOW WILL THE SUSTAINABILITY AGREEMENT IMPACT THE POWER TO
5 CARE PROGRAM?

6 A. The Customer has agreed in the Sustainability Agreement to donate \$3 million per year to
7 The Power to Care Program during the 20-year term of the ESA. This donation will be
8 incremental to and separate from financial commitments by its affiliate Laidley LLC that
9 were discussed in LPSC Docket No. U-37425. ELL also has agreed to match these
10 incremental contributions by the Customer to The Power to Care Program dollar-for-dollar.
11 These donations represent a massive, transformative expansion of The Power to Care
12 Program. The additional funding from the Customer and ELL could allow ELL's nonprofit
13 partners to increase the number of ELL households that benefit from the program from
14 several thousand per year to more than twenty thousand per year. While the exact number
15 of customers that benefit from The Power to Care program varies each year, this estimated
16 increase is based upon the average amount of bill assistance received by ELL customers
17 through The Power to Care in 2025 and the incremental contributions to The Power to Care
18 of \$6 million per year associated with the Sustainability Agreement.

19
20 Q22. WHAT ARE ENERGY EFFICIENCY AND WEATHERIZATION PROGRAMS?

21 A. As relevant here, energy efficiency and weatherization programs are designed to help
22 customers reduce energy consumption and lower utility costs. The Company's current
23 energy efficiency programs (known as the Entergy Solutions Program) are conducted in

1 accordance with LPSC orders issued in LPSC Docket No. R-31106.¹² In 2024, several key
2 Entergy Solutions residential programs reached over 5,400 customers (of which over 20%
3 were low-income customers), achieved over 35,000 MWh of annualized energy savings
4 for customers, and were estimated to provide approximately 570,000 MWh of lifetime
5 energy savings.¹³

6 Within the Entergy Solutions Program, low-income residential customers can
7 participate in any of the residential programs. In addition, a low-income focused program
8 within Entergy Solutions (“Income-Qualified Solutions”) is designed solely for residents
9 who are at or below 200% of the federal poverty level. The program provides free home
10 energy audits and a range of no-cost energy efficiency upgrades, including attic insulation
11 and air/duct sealing, high efficiency HVAC tune-ups, smart thermostats, and advanced
12 power strips.¹⁴ Through a network of participating retailers and trade allies, the Entergy
13 Solutions programs also aim to increase the adoption of ENERGY STAR qualified
14 products and weatherization measures, ultimately providing substantial savings for
15 customers while reducing overall demand on the power grid and advancing clean energy
16 objectives within Louisiana.

¹² *In re: Rulemaking to study the possible development of financial incentives for the promotion of energy efficiency by jurisdictional electric and gas utilities.*

¹³ These figures include five key residential energy efficiency programs: AC Solutions, Home Performance with ENERGY STAR, Income Qualified Solutions, Manufactured Homes, and Multifamily Solutions, and exclude participants and estimated savings associated with the Retail Lighting & Appliances, School Kits & Education, and non-residential programs. *See* Entergy Louisiana, LLC Annual Report of Program Year 10 (2024), LPSC Docket No. R-31106 at Appendix C pp. 12, 30 (May 1, 2025).

¹⁴ In accordance with the LPSC General Order dated August 28, 2025, ELL issued a formal RFP for a third-party implementer for its Entergy Solutions energy efficiency program. Contract negotiations are still underway with the selected partner. ELL anticipates the Income-Qualified Solutions program will offer similar no-cost energy efficiency upgrades for the Company’s customers.

1 Q23. HOW WILL THE SUSTAINABILITY AGREEMENT IMPACT THE ENERGY
2 EFFICIENCY PROGRAM?

3 A. The Customer has agreed in the Sustainability Agreement to provide incremental funding
4 for new and/or expanded energy-efficiency and/or weatherization programs for ELL's low-
5 income residential customers beyond the programs currently offered in accordance with
6 LPSC orders issued in Docket No. R-31106. Starting in late 2028, the Customer will
7 contribute \$7 million per year and will continue to make these donations through the
8 expiration of the original term of the ESA. The total expected investment by the Customer
9 is expected to be \$140 million over 20 years. Similar to the impact of the Sustainability
10 Agreement on The Power to Care program, the additional funding for energy efficiency
11 and weatherization efforts will result in a significant expansion in the number of low-
12 income homes that can be weatherized each year. Moreover, the core policy objective
13 underlying these programs is that every dollar invested in reducing energy use ultimately
14 leads to significant long-term savings for both the utility system and the customer. The
15 kind of annual boost contemplated by the Sustainability Agreement would amplify these
16 energy savings to vulnerable customers substantially over time and free up customer funds
17 for other essential needs.

18 The allocation and implementation plan to specific energy efficiency and
19 weatherization efforts for this new \$7 million per year commitment have not been finalized
20 and may vary throughout the term of the twenty-year funding commitment. The Company
21 expects to finalize such plans prior to the start of funding in late 2028 with a goal to
22 reasonably maximize the benefits to ELL's low-income, residential customers.

23

1 Q24. WHAT SEGMENT OF CUSTOMERS IS ELL HOPING WILL BENEFIT DIRECTLY
2 FROM THE CUSTOMER’S FUNDING FOR ENERGY EFFICIENCY AND THE
3 POWER TO CARE?

4 A. The incremental funding for these initiatives will most directly benefit low-income
5 residential customers. While criteria for determining vulnerable customers may vary, the
6 Company currently estimates that over 20% of its residential customers are eligible for the
7 federal Low-Income Home Energy Assistance Program (“LIHEAP”). One challenge the
8 Company is addressing is to evaluate pathways to better connect customers with critical
9 resources that are available to them.

10

11 Q25. HOW IS ELL ADDRESSING THE ISSUE OF AFFORDABILITY FOR ITS
12 CUSTOMERS?

13 A. In September 2024, the Company received approval in LPSC Docket No. U-36959¹⁵ for
14 several initiatives meant to help its vulnerable customers, including a new low-income
15 senior rate that reduces the bills of eligible customers as well as lower late fees for all
16 customers. These initiatives—along with the Entergy Solutions energy efficiency
17 programs I described above, the level billing program, and ongoing efforts to connect
18 eligible customers to bill assistance programs (such as LIHEAP and The Power to Care)—
19 are key ways that the Company currently addresses affordability for customers. These
20 solutions will soon be bolstered by the new demand response programs approved by the

¹⁵ *In re: Application for an increase in rates, whether through a Formula Rate Plan extension or rate review, and proposed revisions to certain fees assessed to customers.*

1 Commission in LPSC Docket No. U-37595¹⁶ at its March 18, 2026 Business & Executive
2 Session. In addition, the Company continues to participate with LSPC Staff and other
3 stakeholders in an ongoing Low-Income Affordability Working Group established last
4 spring. New affordability-focused initiatives may result from that effort.

5 Overall, the collective \$260 million of commitments by the Customer and ELL
6 within the Sustainability Agreement to support energy efficiency, weatherization, and The
7 Power to Care will significantly amplify the reach of those programs and directly benefit
8 vulnerable customers across the state.

9
10 **VI. DESIGNATED RENEWABLE RESOURCES**

11 Q26. WHAT DOES THE SUSTAINABILITY AGREEMENT CONTEMPLATE WITH
12 RESPECT TO RENEWABLE ENERGY RESOURCES?

13 A. Under the Sustainability Agreement, ELL will solicit and procure up to 2,500 MW (which
14 is defined in the Sustainability Agreement as the Designated Renewable Resource
15 Subscription Amount) of incremental solar, onshore wind, and/or hybrid resources (the
16 “Designated Renewable Resources”) through the alternative, streamlined, competitive
17 procurement process approved in the Commission’s June 14, 2024 Order (corrected), as
18 amended in LPSC Docket No. U-36697 (“3GW Order”) or through another procurement
19 process agreed by the parties in accordance with legal and regulatory requirements (which
20 could include, for example, a procurement contemplated by the terms of the Commission’s

¹⁶ *In re: Request for approval of Demand Response Programs, including cost recovery.*

1 Unsolicited Offers General Order).¹⁷ The Designated Renewable Resource Subscription
2 Amount will be a Group 3 Subscription under the Company’s Rider Geaux Zero (“Rider
3 GZ”). The Designated Renewable Resources will be subject to subsequent certification
4 via either the expedited certification process (if permitted under the 3GW Order, as may
5 be amended) or the standard certification process under the 1983 General Order.¹⁸ The
6 Sustainability Agreement further requires ELL to identify the Designated Renewable
7 Resources included within the Designated Renewable Resource Subscription Amount by
8 December 31, 2032.

9
10 Q27. PLEASE PROVIDE A GENERAL DESCRIPTION OF THE PROCEDURAL
11 MECHANISMS INCLUDED IN THE 3GW ORDER?

12 A. Paragraphs 12 and 13 of the 3GW Order address the alternative procurement process.
13 Pursuant to the 3GW Order, the alternative, streamlined procurement process is only
14 available to procure resources that meet the eligibility criteria in the 3GW Order, as such
15 eligibility criteria may be amended. Once a resource is procured through the streamlined
16 procurement process, the 3GW Order further allows for expedited certification under
17 certain circumstances. Moreover, ELL is subject to certain obligations for allocating
18 resources to different subscription options, including priority requirements in the

¹⁷ LPSC General Order dated October 28, 2008 in Docket No. R-30703, *In re: Consideration of procedures whereby jurisdictional electric utilities must provide the Commission Staff with notice of unsolicited offers, as well as their response to, and analysis of, unsolicited offers.*

¹⁸ *See Commission Order dated September 20, 1983, In re: In the Matter of the Expansion of Utility Power Plant; Proposed Certification of New Plant by the LPSC, as amended by General Order (Corrected), dated May 27, 2009, in Docket No. R-30517, 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.*

1 August 29, 2025 Order issued by the LPSC in Docket No. U-37425. Finally, as described
2 more fully in Section II.A.1 of Exhibit A to Order No. U-37425, ELL plans to use both the
3 3GW Order and the Unsolicited Offers process to fulfill its Sustainability Agreement
4 commitments regarding procurement of Designated Renewable Resources. Table 2 below
5 outlines the procurement and certification processes that the Company expects to use to
6 fulfill the Designated Renewable Resource Subscription Amount.

7 **Table 2**
8 **Procedures to Procure and Request Certification of Designated Renewable Resources**

Applicable procurement process	Applicable LPSC certification process
Renewable RFP (as originally defined by the 3GW Order or as revised by the Renewables Expansion Procurement Process (“REPP”) proposed by ELL in Docket U-36697, if approved) ¹⁹	<ul style="list-style-type: none">• Expedited certification as defined in and allowed by the 3GW Order (as may be amended) for projects below the Breakeven Parameters and/or, if the REPP is approved, for projects above the Breakeven Parameters with a subscription covering the resource(s) over their entire term and additional customer protections• Standard certification process (as defined in the 1983 General Order) for projects not eligible for expedited certification pursuant to the terms of the 3GW Order, as may be amended
Unsolicited Offers ²⁰ and/or Other Applicable Commission Orders	<ul style="list-style-type: none">• Standard certification process (as defined in the 1983 General Order) for projects not eligible for expedited certification pursuant to the terms of the 3GW Order, as may be amended

9

¹⁹ See March 19, 2026, Motion to Amend Order No. U-36697 Dated June 14, 2024 in Compliance with Order No. U-37425, filed in LPSC Docket No. U-36697.

²⁰ As contemplated by the provisions of the Commission’s Unsolicited Offers General Order.

1 Q28. PLEASE DESCRIBE ELL'S RECENT PROCUREMENT ACTIVITY UNDER THE
2 3GW ORDER.

3 A. As discussed in connection with the filing that was recently submitted in LPSC Docket No.
4 U-36697 on March 19, 2026 seeking approval of, among other things, the REPP, ELL has
5 completed two Procurement Windows and is in the process of administering the third and
6 fourth Procurement Windows. A summary of each of these Procurement Windows is as
7 follows:

- 8 • Procurement Window 1: ■ Resources, totaling ■ MW were submitted. Of
9 these, ■ resources totaling 400 MW met the Breakeven Parameters and other
10 requirements for inclusion in the accelerated approval process. The
11 Commission approved one of those resources (Bogalusa West) at the October
12 23, 2025 Business and Executive Session, and another resource (Cypress
13 Harvest) is pending LPSC approval.²¹ The remaining resources were rejected,
14 primarily due to failure to meet the economic threshold component of the
15 Breakeven Parameters.
- 16 • Procurement Window 2: ■ Resources, totaling ■ MW were submitted. Of
17 these ■ resources met the Breakeven Parameters and other requirements for
18 inclusion in the accelerated approval process.
- 19 • Procurement Window 3: ■ Resources, totaling ■ MW were submitted. Of
20 these ■ resources totaling ■ MW met the Breakeven Parameters and other
21 requirements for inclusion in the accelerated approval process. ELL is presently
22 in negotiations with developers and counterparties for the projects that have
23 been identified through this Procurement Window as eligible for the accelerated
24 approval process.
- 25 • Procurement Window 4: Bidder registration for this Procurement Window
26 commenced on January 19, 2026, and proposal submission closed on March 13,
27 2026. ■ bidders registered ■ resources representing ■ MW of capacity.

28

²¹ See Docket No. U-36697 (February 6, 2026), *Ex Parte: Application of Entergy Louisiana, LLC for Approval of Alternative Process to Secure Up to 3,000 MW of Solar Resources, Certification of Those Resources, Expansion of the Geaux Green Option, Approval of a New Renewable Tariff, and Related Relief*.

1 Q29. IS ELL SEEKING TO MAKE ANY CHANGES TO THE 3GW PROCESS?

2 A. Yes. As referenced above, the Company has proposed the REPP in LPSC Docket No. U-
3 36697 as well as to implement certain modifications to existing Company tariffs that
4 facilitate access to renewable resources for ELL’s customers. More specifically, the
5 Company has proposed to expand the eligibility of resource types in the expedited
6 procurement process to include solar, onshore wind, and hybrid resources located within
7 all of the area administered by the Midcontinent Independent System Operator, Inc.
8 (“MISO”) as Local Resource Zone 9 (“LRZ 9”) (as opposed to just the Louisiana portion
9 of LRZ 9), and has also proposed a methodology to calculate and annually update the 3GW
10 Order’s Breakeven Parameters.²² In addition, within the same filing, the Company has
11 proposed modifications to Rider GZ to allow Group 3 Subscription Customers to elect to
12 subscribe to one or more renewable resources that exceed the applicable, approved
13 Breakeven Parameter, provided those subscribing customers commit to pay subscription
14 fees capturing the full cost of the resource(s) over their term with additional customer
15 protections to shield non-participating customers from the risks and costs of such resources.
16 In that filing, ELL proposes that when such conditions are met, such a resource should also
17 be eligible for the expedited review and approval process established in Order U-36697.

18

²² The Company’s filing on March 19, 2026 in LPSC Docket No. U-36697 includes additional information on these proposals.

1 Q30. HAVE ELL AND THE CUSTOMER AGREED ON ANY OTHER PROVISIONS TO
2 FACILITATE PROCURING DESIGNATED RENEWABLE RESOURCES FOR THE
3 CUSTOMER?

4 A. Yes. [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

17 Q31. IS ELL OPTIMISTIC WITH RESPECT TO THE FUTURE SUCCESS OF ITS
18 PROCUREMENT EFFORTS THROUGH THE 3GW ORDER?

19 A. Yes. As noted in the recently submitted filing in LPSC Docket No. U-36697 seeking
20 approval of the REPP, ELL selected up to [REDACTED] MW from Procurement Window 3. If
21 negotiations conclude successfully with each of those selections, then the addition of those
22 resources to the 400 MW selection from Procurement Window 1 would total [REDACTED] MW.
23 [REDACTED]

1 [REDACTED]
2 [REDACTED]. Furthermore, the Company’s recent filing in LPSC
3 Docket No. U-36697 also explains that the Company seeks to conduct Procurement
4 Windows under the proposed REPP until confirmed Rider GZ subscriptions and waitlist
5 requests for the Company’s Rider Geaux Green Option (“Rider GGO”) are fulfilled.
6

7 Q32. IF THE COMPANY WERE TO SEEK APPROVAL FOR A DESIGNATED
8 RENEWABLE RESOURCE FOR THIS CUSTOMER THAT DOES NOT COMPLY
9 WITH THE APPLICABLE BREAKEVEN PARAMETERS, HOW WOULD ELL
10 PROTECT THE INTERESTS OF OTHER CUSTOMERS?

11 A. While ELL is not asking the Commission to approve any renewable resources at this time,
12 the Commission would have full authority to consider and approve or reject any renewable
13 resource procured in furtherance of the Sustainability Agreement when it is presented to
14 the Commission, either through the expedited certification process from the 3GW Order or
15 a traditional proceeding under the 1983 General Order.²³ Importantly, however, ELL has
16 negotiated as part of the Sustainability Agreement that, in the event the Customer agrees
17 to subscribe to a resource above the Breakeven Parameters, [REDACTED]

18 [REDACTED]
19 [REDACTED]

²³ As noted in Q29 above, the Company’s recent filing in LPSC Docket No. U-36697 includes a proposal for the Company to utilize the expedited certification process approved in LPSC Order U-36697 for certain resources that exceed the applicable Breakeven Parameter but for which the Company has a binding subscription from a Group 3 Subscription Customer to Rider GZ that meets various customer protection requirements. That filing also proposes a process to update the Breakeven Parameters annually.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]

10

11 Q33. HOW WILL THE CUSTOMER BE CHARGED UNDER THE SUSTAINABILITY
12 AGREEMENT FOR DESIGNATED RENEWABLE RESOURCES THAT ARE PART
13 OF THE DESIGNATED RENEWABLE RESOURCE SUBSCRIPTION AMOUNT?

14 A. In addition to the monthly billing amount under applicable rate and rider schedules, the
15 Customer's bill will include an additional monthly charge for the Customer's subscription
16 to Rider GZ that will be billed in accordance with Option C in Section III of Rider GZ.

17

18 Q34. WILL THE APPLICATION OF THE MONTHLY CHARGE UNDER OPTION C IN
19 SECTION III OF RIDER GZ EVER RESULT IN A MONTHLY BILL TO THE
20 CUSTOMER THAT IS LESS THAN THE OTHERWISE APPLICABLE MINIMUM
21 MONTHLY CHARGE TO THE CUSTOMER?

22 A. No. The Sustainability Agreement expressly provides that the Customer will never be
23 charged less than the applicable monthly minimum and that any credit amounts that would

1 cause a charge less than the applicable monthly minimum charge will be carried over to
2 next billing cycle.

3

4 Q35. DOES THE CUSTOMER HAVE THE RIGHT TO DISCONTINUE SERVICE FOR
5 DESIGNATED RENEWABLE RESOURCES DURING THE TERM OF ESA?

6 A. Yes. If the Designated Renewable Resource(s) are equal to or less than the applicable
7 Breakeven Parameters, the Customer may terminate without penalty by providing two-
8 years advance notice in accordance with Rider GZ. If the Designated Renewable
9 Resource(s) exceeds the applicable Breakeven Parameters, the procedure and options I
10 discussed above in response to Q32 would apply.

11

12 Q36. IF THE CUSTOMER DISCONTINUES SERVICE FOR DESIGNATED RENEWABLE
13 RESOURCES, WHO WILL BEAR THE REMAINING COSTS?

14 A. The two-year notice period for resources below the Breakeven Parameters is designed to
15 provide ELL with sufficient time to identify a different customer to assume the
16 subscription. If another customer does not assume the subscription, the remaining costs
17 and benefits would be included in rates for all customers consistent with the terms of the
18 3GW Order.

19

20 Q37. HOW DO THE TERMINATION PROVISIONS INCLUDED IN THE
21 SUSTAINABILITY AGREEMENT PROTECT ELL'S OTHER CUSTOMERS?

22 A. The Company has negotiated provisions pursuant to which any Designated Renewable
23 Resource will effectively meet or fall below the Commission-established Breakeven

1 Parameters, and thus each resource will be certified under the expectation that it will result
2 in benefits for the Company's customers. As set forth above, the Sustainability Agreement
3 includes termination provisions that distinguish between resources that exceed the
4 Breakeven Parameters and those that fall below those parameters. In the latter case, had
5 the particular resource been selected through the expedited procurement process under the
6 3GW Order (as may be amended), the resource would presumptively be in the public
7 interest and therefore eligible for expedited certification. As to any resource above the
8 Breakeven Parameters, [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 Q38. HOW WILL ELL'S OTHER CUSTOMERS BE IMPACTED BY THE DESIGNATED
21 RENEWABLE RESOURCES DEDICATED TO THIS CUSTOMER?

22 A. At a high level, this arrangement offers benefits to all customers. As Ms. Beauchamp
23 describes in her testimony, the addition of these resources will provide capacity and energy

1 to help further ELL’s long-term resource planning goals of providing reliable service at a
2 reasonable cost. Under the Sustainability Agreement, the subscription fee revenue from the
3 Customer will offset the full costs of the portfolio of Designated Renewable Resources,
4 allowing all customers to enjoy certain benefits of new renewable resources. In particular
5 (and in accordance with the cost recovery treatment approved in LPSC Order U-36697),
6 the net effect to all customers from a subscription to Rider GZ that elects for pricing Option
7 C is a net cost of capacity across the life of the portfolio that is far less than the long-term,
8 avoided cost of capacity. Furthermore, such net cost of capacity will be reduced by the load
9 payment component of variable supply cost savings that will accrue to all customers
10 through the Company’s Fuel Adjustment Clause (“FAC”).

11

12 Q39. IS ELL SEEKING ANY RELIEF WITH RESPECT TO DESIGNATED RENEWABLE
13 RESOURCES IN THIS APPLICATION AT THIS TIME?

14 A. Yes. ELL is asking that the Commission approve the termination provisions included in
15 the Sustainability Agreement, including by finding that the protections included in the
16 termination provisions are commercially reasonable and prudent and by approving of the
17 dispute resolution process that has been negotiated between the parties. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 In addition, the Company is also asking for confirmation that the Customer is a
7 “New Customer” for purposes of the 3GW Order. On that issue, the Customer (1) did not
8 take electric service from ELL as of May 1, 2023; (2) qualifies to participate in Rider GZ
9 (in accordance with Section II of Rider GZ); (3) has signed an ESA to add at least 30 MW
10 of new load that will be in service on or after January 1, 2026; and (4) is seeking a Rider
11 GZ subscription for purposes of reducing Scope 2 emissions for its new load. The
12 Company accordingly asks that the Commission confirm the Customer is a “New
13 Customer” for purposes of the 3GW Order.

14

15 **VII. DESIGNATED LOW CARBON OPTION RESOURCES**

- 16 Q40. WHAT ARE DESIGNATED LOW-CARBON OPTION RESOURCES?
- 17 A. Designated Low-Carbon Option Resources are generally defined under the Sustainability
18 Agreement as low-carbon electric generation technologies to reduce carbon emissions,
19 including CCS.

20

1 Q41. WHAT COMMITMENTS HAVE THE PARTIES MADE IN THE SUSTAINABILITY
2 AGREEMENT WITH RESPECT TO DESIGNATED LOW-CARBON OPTION
3 RESOURCES?

4 A. At a high level, the Customer and ELL have agreed to explore the implementation of CCS
5 technologies at the generators approved for construction in LPSC Docket U-37425 (and
6 potentially other sites) in order to assist with mitigating the Customer's carbon emissions
7 impact. As part of this commitment, the Customer has agreed to pay up to [REDACTED] for
8 the CCS FEED Study in 2026-2027 to evaluate the potential for adding CCS at one of the
9 generators approved for construction in LPSC Docket U-37425. The Sustainability
10 Agreement contemplates that ELL and the Customer will negotiate the material terms for
11 the development and deployment of Designated Low-Carbon Option Resource(s)
12 following the identification of an economic and viable resource. Moreover, the
13 Sustainability Agreement provides that ELL will retire AECs associated with low-carbon
14 resources on the Customer's behalf and provide documentation to the Customer as needed
15 to support the Customer's sustainability reporting and other obligations.

16

17 Q42. HAVE THE PARTIES AGREED ON PRICING, BILLING TERMS, TERMINATION
18 RIGHTS, AND OTHER TERMS NEEDED TO PROCEED WITH THE
19 DEVELOPMENT OF A LOW-CARBON OPTION RESOURCE?

20 A. No. As referenced above, the Sustainability Agreement contemplates that the parties will
21 work together collaboratively and in good faith to agree on the material terms needed to
22 develop Designated Low Carbon Option Resources after ELL identifies opportunities that
23 are capable of providing cost-effective energy supply benefits and the Customer has had

1 an opportunity to evaluate the resource on the basis of economics, viability, and
2 commercial terms. Importantly, however, the Sustainability Agreement captures the
3 parties' intentions with respect to the CCS FEED Study, which is anticipated to advance
4 the Company and Customer's efforts toward identifying viable opportunities.

5

6 Q43. IS ELL FULLY COMMITTED TO THE DEVELOPMENT OF LOW-CARBON
7 OPTION RESOURCES IF IN THE PUBLIC INTEREST?

8 A. Very much so. As I mentioned previously, ELL and the Customer have agreed to
9 collaborate on a Customer-funded CCS FEED Study for one of the generators approved to
10 be constructed in LPSC Docket No. U-37425. ELL is also committed to identifying
11 opportunities to deploy low-carbon technologies, including carbon capture and storage, at
12 existing generation facilities, as well as evaluating low-carbon electric generation
13 technologies for the construction of future generators.

14

15 Q44. IS ELL ASKING FOR CERTIFICATION OF CCS IN THIS APPLICATION?

16 A. No. If ELL concludes that a potential CCS project is in the public interest, ELL will seek
17 certification of such CCS project by the Commission at that time.

18

1 Q46. WILL THE GZ ANNUAL ENERGY CHARGES UNDER THE SUSTAINABILITY
2 AGREEMENT HELP OFFSET THE COST OF THE DESIGNATED RENEWABLE
3 RESOURCES FOR OTHER CUSTOMERS?

4 A. Yes. The Company is proposing that the GZ Annual Energy Charges collected from the
5 Customer (as memorialized in the Sustainability Agreement) be reflected in the same
6 mechanisms proposed for recovery of the underlying solar and/or hybrid resources, *i.e.*,
7 ELL's FRP and FAC, thus reducing, or offsetting, the costs to all customers through those
8 mechanisms consistent with LPSC Order Nos. U-36190 and U-36697. To allocate the
9 revenues generated from GZ Annual Energy Charges between these mechanisms, ELL
10 proposes to utilize the GZ Cost Allocation Ratio, which will be determined annually for
11 resources offered under Rider GZ and also include the Designated Renewable Resources
12 Subscription Amount. Reflecting these subscription fee revenues through the FRP and
13 FAC mechanisms will offset the costs of the resources included in the Designated
14 Renewable Resources Subscription Amount.

15

16 Q47. WHAT IMPACTS ON RATES DOES THE COMPANY EXPECT FROM THE
17 COMPONENTS OF THE SUSTAINABILITY AGREEMENT?

18 A. ELL expects minimal to no impacts on rates from the components of the Sustainability
19 Agreement. At a high-level, the Customer will pay the majority of the costs and receive
20 certain benefits of the new resources included in the Sustainability Agreement. The
21 Sustainability Agreement's commitments also include protections for non-participants.
22 The net effect of the Designated Renewable Resources Subscription Amount and other

1 components of the Sustainability Agreement for the Customer versus all customers
 2 (including non-participants) is summarized in Table 3 below.

3 **Table 3 (HSPM/AEO)**
 4 **Anticipated Impacts of Sustainability Agreement on Other Customers**

	Net Effect for Customer	Net Effect for All Customers
Designated Renewable Resources Subscription Amount	<ul style="list-style-type: none"> • Pay GZ Annual Energy Charges which are offset by bill credits for energy and capacity value • Customer will receive renewable energy certificates (“RECs”) from GZ Group 3 Subscription for scope 2 accounting purposes.²⁵ • Net savings are possible 	<ul style="list-style-type: none"> • Many of the costs and benefits of solar and/or hybrid resources offset one another such that there is minimal impact on all customers • Ultimately, the costs that remain for all customers are the bill credits for capacity value provided to the Customer (in accordance with Rider GZ). Those costs will be offset by the full avoided capacity costs and the load payment component of variable supply costs savings from the associated
Nuclear Upgrades	<ul style="list-style-type: none"> • The costs of the Nuclear Upgrades included in the ESA and Sustainability Agreement will be paid for in full by the Customer. • Customer will receive AECs associated with output from the Nuclear Upgrades for scope 2 accounting purposes 	<ul style="list-style-type: none"> • All customers will benefit from the incremental energy and capacity associated with the Nuclear Upgrades to the system, which will be entirely paid for by the Customer.

²⁵ A REC, as defined by Center for Resource Solutions, a leading clean energy certification organization, is “[a] tradable, contractual instrument that represents the full suite of attributes of 1 Megawatt-hour of renewable energy generation on the electricity grid. RECs are the sole means to claim usage of grid-connected renewable electricity in the United States, and the compliance instrument for consumption- or delivery-based state Renewable Portfolio Standards. Renewable electricity generation and use are tracked through RECs, and so by matching RECs with your electricity service you are using renewable electricity. A REC represents the environmental benefits of 1 Megawatt-hour of renewable electricity that can be paired with electricity.” See: <https://resource-solutions.org/glossary/>.

	Net Effect for Customer	Net Effect for All Customers
The Power to Care	<ul style="list-style-type: none"> The Customer will provide an incremental \$3 million per year to The Power to Care program, which will be matched dollar for dollar by ELL. 	<ul style="list-style-type: none"> Customers eligible for bill assistance through The Power to Care will directly benefit from the significant expansion in this program. All customers may benefit from potential reductions in bad debt write-offs that may result from the significant expansion of this program, which will entirely be paid for by the Customer.
Energy Efficiency and Weatherization	<ul style="list-style-type: none"> The Customer will provide an incremental \$7 million per year for energy efficiency and weatherization initiatives for low-income residential customers. 	<ul style="list-style-type: none"> Low-income residential customers that participate in the Company’s energy efficiency and weatherization programs will reduce their energy consumption and receive lower monthly bills as a result of these initiatives. All customers will benefit from the avoided energy, capacity, and fuel costs that will result from these incremental investments in energy efficiency and weatherization, which will entirely be paid for by the Customer.
River Bend pre-FEED and CCS FEED Studies	<ul style="list-style-type: none"> The Customer will fund up to a maximum amount of [REDACTED] for the RBS pre-FEED Study and up to a maximum amount of [REDACTED] for the CCS FEED Study. 	<ul style="list-style-type: none"> No bill impacts on other customers, because Customer is paying the referenced amounts for the pre-FEED and FEED Studies. To the extent viable nuclear and CCS options are identified as a result of the studies, there could be benefits that arise from any resulting projects for all customers.

1

2

IX. CONCLUSION

3

Q48. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

4

A. Yes, at this time.


AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS


NOW BEFORE ME, the undersigned authority, personally came and appeared, **ELIZABETH C. INGRAM**, who after being duly sworn by me, did depose and say:

That the above and foregoing is his sworn testimony in this proceeding and that he knows the contents thereof, that the same are true as stated, except as to matters and things, if any, stated on information and belief, and that as to those matters and things, he verily believes them to be true.



Elizabeth C. Ingram

**SWORN TO AND SUBSCRIBED BEFORE ME
THIS 19th DAY OF MARCH, 2026**



NOTARY PUBLIC
My commission expires: Dec 2026

**Skylar Rosenbloom
Notary Public
State of Louisiana
Louisiana Bar Roll # 31389
My Commission is issued for Life**

Previous List of Testimony Filed by Elizabeth C. Ingram

DATE	TYPE	JURISDICTION	DOCKET NO.
09/30/2019	Direct	LPSC	U-35385
12/16/2019	Direct	LPSC	U-35443
08/07/2020	Rebuttal	LPSC	U-35385
08/21/2020	Settlement	LPSC	U-35443
03/09/2021	Direct	LPSC	U-35916
04/23/2021	Settlement	LPSC	U-35565
06/14/2021	Settlement	LPSC	U-35385
10/08/2021	Rebuttal	LPSC	U-35916
11/09/2021	Direct	LPSC	U-36190
01/21/2022	Direct	LPSC	S-36260
02/21/2022	Rebuttal	LPSC	U-36105
02/24/2022	Settlement	LPSC	U-35916
06/09/2022	Rebuttal	LPSC	U-36190
06/24/2022	Settlement	LPSC	U-36105
08/29/2022	Settlement	LPSC	U-36190
02/28/2023	Direct	LPSC	U-36685
05/11/2023	Direct	LPSC	U-36697
08/30/2023	Direct	LPSC	U-36959
10/20/2023	Rebuttal	LPSC	U-36685
12/18/2023	Direct	LPSC	U-37071
01/11/2024	Settlement	LPSC	U-36685
01/16/2024	Rebuttal	LPSC	U-36697
10/30/2024	Direct	LPSC	U-37425
05/30/2025	Rebuttal	LPSC	U-37425
05/30/2025	Direct	LPSC	U-37595
11/25/2025	Direct	LPSC	U-37800
12/8/2025	Rebuttal	LPSC	U-37595
3/19/2026	Direct	LPSC	U-36697

**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-_____

EXHIBIT ECI-2

**HIGHLY SENSITIVE PROTECTED MATERIALS
AND ATTORNEYS' EYES ONLY
FILED UNDER SEAL**

INTENTIONALLY OMITTED

MARCH 2026