



September 28, 2018

By Hand Delivery

Ms. Lora Johnson, CMC
Clerk of Council
Room 1E09, City Hall
1300 Perdido Street
New Orleans, LA 70112

In Re: RESOLUTION AND ORDER ESTABLISHING A DOCKET AND OPENING A
RULEMAKING PROCEEDING TO ESTABLISH RULES FOR COMMUNITY SOLAR
PROJECTS DOCKET NO. UD-18-03

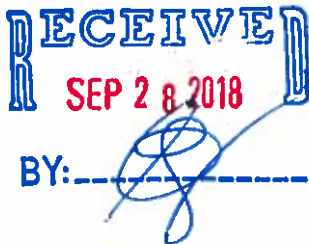
Dear Ms. Johnson:

Please find enclosed an original and three (3) copies of the Alliance for Affordable Energy's Comments on Council Advisor's White Paper and Proposed Rules in the above mentioned docket. Please file the attached communication and this letter in the record of the proceeding and return one timestamped copy to our courier, in accordance with normal procedures. If you have any questions, please do not hesitate to contact me.

Thank you for your time and attention.

Sincerely,

Logan Burke
Executive Director
Alliance for Affordable Energy



SEP 28 10 58

**Before
The Council of the City of New Orleans**

**In Re: RESOLUTION AND ORDER
ESTABLISHING A DOCKET AND
OPENING A RULEMAKING
PROCEEDING TO ESTABLISH RULES
FOR COMMUNITY SOLAR
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DOCKET UD-18-03

September 28, 2018

**Alliance for Affordable Energy Comments on Council Advisor's
White Paper and Proposed Rules**

Introduction

On June 21, The New Orleans City Council voted to approve Resolution R-18-233 opening a rulemaking docket designed to provide an opportunity for interested stakeholders to address issues related to enabling community solar in New Orleans, with particular focus on ensuring equitable access to the benefits of community solar. The Alliance for Affordable Energy (“the Alliance”) appreciates this chance to provide our comments. The Alliance believes community solar is an important resource that will allow continued growth in clean energy development, economic development, and reduced energy bills into the future. In addition, enabling community solar in New Orleans will allow the City to 1) move forward on its Climate Action Strategy¹ in an equitable way; 2) to progress toward its stated goals for dramatically reducing green-house gas emissions²; 3) adhere to the Paris Climate Agreements³, and 4) improve access to clean energy for all residents and businesses. Finally, distributed shared resources like community solar, but also energy storage and others, are important tools in increasing New Orleans’ resilience. As the Advisors note, community solar should complement not replace existing Net Energy Metering (“NEM”) policy in New Orleans. Solar continues to be very popular for residents and businesses in New Orleans, and the Alliance looks forward to an

¹ City of New Orleans, Climate Action Plan for a Resilient New Orleans, July 7, 2017

² New Orleans City Council Resolution R-17-428, August 10, 2017

³ New Orleans City Council Resolution R-17-303, June 8, 2017

appropriately designed shared solar program, one which will allow broader access to all of the benefits distributed renewables energy provides.

The Council's Advisors' June 2018 White Paper and Proposed Rule provides a survey of the current state of community solar in the US, and as such, our comments will focus on responding to the specific questions posed by the White Paper, along with red-lines to the proposed rules, attached as Appendix A.

Defining Success for Community Solar

Community solar is a resource with many benefits that out-pace traditional energy resources, but simply having rules in place to enable community solar does not necessarily mean those benefits will be captured. As the Advisors note, meeting a goal of increased MW of installed solar panels is only one of the measures of success for community solar, which include:

- Improved access to clean energy (# of renters/ low/moderate income customers)
- Increased economic development (jobs, reduced energy costs)
- Reduced greenhouse gas emissions (Tons CO₂e⁴ avoided)
- Improved distribution system reliability
- Increased resilience in the face of weather events

Support for and engagement in a program may be increased by a regular tracking of these metrics as a result of the program where possible, as described in section VII.F (2) of the proposed rules. Further, consumer protections to ensure all customers receive net benefits from a community solar program are vital, and ensuring all Subscriber Organizations are held to honest business practices will encourage customer confidence in this new program.

Questions

- *Eligible Project Ownership and Participants: Who may own or operate a community solar project? Who is eligible to participate in the program? Are there opportunities for low income customers to participate?*

⁴ Carbon Dioxide Equivalent

Ownership

The Alliance agrees with the Advisors that community solar should be opened to third-party developers of projects in New Orleans, creating further growth for the clean energy industry that already exists in the region, and driving market competition for subscriptions, which should benefit customers. In addition, we agree that every effort should be made to preserve equitable opportunity for non-utility developers, as Entergy New Orleans (“ENO”) has certain advantages as the city’s distribution utility. The Advisors proposed Subscriber Organization⁵ registry provides a system for these third parties to ensure basic criteria and oversight are met, and would most likely fit inside the Council Utility Regulatory Office (“CURO”), although this will require additional administrative systems and support for CURO to manage this new responsibility, which should be accounted for in the final rules.

Participants

All customer classes should be allowed to participate in the program and we agree that there should be limitations on the amount of a project in which any single customer may subscribe in order to allow access to more customers. Large commercial or industrial customers should not be in a position to “soak up” the majority of the benefits from community solar leaving others out of the opportunities to stabilize their bills in the long-term. The Alliance agrees that capping participation at 40% of any single project is a fair maximum for any single large customer subscription. Similarly, the Alliance agrees that each community solar project must be required to have least 3 subscribers to any given project.

Low Income Customer Participation

Louisiana state and local New Orleans agencies that manage programs for low income residents do not utilize the Federal Poverty Level for defining need, using instead the methodology of Area Median Income, which more clearly takes local data into account. The Alliance recommends these rules use the same methodology as the Housing Authority of New Orleans, Louisiana Housing Corporation, and Louisiana Department of Health and define Low Income Customers as those living at or below 50% of Area Median Income.

⁵ Advisor’s White Paper, p. 8

The Alliance agrees that low income customer subscribers should have flexible access to community solar, but we do not see a value in creating a separate minimum participation requirement for low income customers. Any customer should be permitted to participate at a low-barrier level of a single panel should they desire. While a goal of the community solar is to allow customers to offset their energy usage, a high-level of engagement should not be required. We do agree that participation by low-income customers should be encouraged by allowing more flexible standards for income, credit, and security deposit, but the risk involved in this flexibility should be carried by the project developer.

In order to ensure low income customers have access to subscriptions, we recommend a portion of each developed project be set aside for these customers. We recommend 20% of each project be reserved for low-income subscriptions, rather than a percentage of a percentage of total projects being reserved, as currently contemplated in the proposed rules, only 3% of total Community Solar would be reserved for low income customers.

- *Eligible Projects: Should eligibility be limited to solar PV projects or should a broader range of renewable and/or storage projects be included? Should there be a cap on the size of eligible projects? Should there be a cap on the aggregate amount of capacity permitted in the program?*

A broad range of renewables and storage projects should be able to follow the same kinds of rules contemplated here. Pairing of distributed community solar and storage can provide additional value to the grid that would improve service for all customers like mitigating transmission, distribution or generation investments that would be borne by all rate-payers. This benefit should not be foreclosed by rules that are too restrictive.

Size of projects

The Alliance agrees that a 2 MW project cap is likely an appropriate level, but is interested in comments from ENO on the impact on the distribution system at varying project sizes. In addition, if smart inverters or storage are utilized a 2 MW cap, to address distribution system impact, may not be required. Moreover, if a transmission level customer were to develop a project as an “Agent”

it may not be necessary to require the 2 MW project cap. We believe this issue requires further technical discussion before finalizing a cap level.

Aggregate Community Solar Cap

While the Alliance does not believe an aggregate cap of 5% of annual peak demand is necessary, if the Council feels such a cap is required, we support the opportunity for a review after 3 years, as proposed by the Advisors and an opportunity to file a request to lift the cap if the program is successful enough to warrant it ahead of the third year mark.

- *Program Design: How are participants compensated for the energy produced by the project? What do participants pay in order to invest in the project? Should there be a cap on the amount of capacity a participant may sign up for? Can participants continue to participate and transfer their bill credits to a new address if they move to a new address within the utility's service territory? Can participants transfer their share of the project and associated bill credits to another customer if they move out of the utility's service territory? What length of commitment should be required from participants? How should unsubscribed capacity be treated? How should Renewable Energy Credits ("RECs") be treated?*

Compensation or Credit

Community solar presents an opportunity to extend benefits of NEM to customers who cannot participate in traditional NEM, as described in the Advisors whitepaper. Subscribers to community solar do so because they cannot participate in traditional NEM for a variety of reasons. Subscribers should not be penalized because they do not have appropriate roofs, live in historic districts, are renters, or have inadequate income to participate in NEM. As the Council's resolution opening this rulemaking expressly pointed out an interest in supporting low-income customer access to these programs. Thus, creating an unnecessary barrier that undermines the value of solar from these systems would be inappropriate and counter productive to achieving the stated goal. At this juncture, there is no reason to believe the existing Net Energy Metering program will change its structure materially, as Entergy has not requested such a change, and the Council has not demonstrated an intention to make a change to the current NEM policy. For these reasons, the Alliance believes the compensation policy for community solar should match that of existing solar NEM policy in New Orleans.

Value of participation in a community solar is diminished if the subscriber does not receive the retail rate. Reducing the economic value of the projects would impact a Subscriber Organization's ability to attract subscribers, and thus ultimately limit the number of solar developers willing to offer community solar. In addition, the proposed rules at VII.G (3) already provide a method of cost recovery for distribution level and utility operations costs specific to each generating facility. Therefore, reducing the value of these distributed systems below retail rate in order to ensure all distribution costs are covered would potentially allow the utility to recover some costs twice.

Finally, The Alliance recognizes that *value* of solar (and distributed resources) calculations, are in development and use in other jurisdictions, including New York's Value of Distributed Resources, or VDER. These value of solar studies take into account the entire value stack of these resources related to distribution and transmission cost reductions, emissions, etc. If the Council chooses to develop a process for fully evaluating and valuing these additional benefits of solar, including community solar, the Alliance would be supportive of this kind of independent examination. Most importantly, we believe customers who are interested in the benefits of renewable energy should be treated equitably in the compensation of the energy generated. Since community solar is simply one aspect of NEM, community solar subscribers deserve the same full retail rate compensation.

Cap on participant subscription

The spirit of a community solar program with a stated goal of offsetting a customer's usage would suggest that participants should be permitted to aim to offset 100% of their expected usage. To this end we also support customers being allowed to pair both residential NEM with community solar in order to offset 100% of their usage as described by the Advisors whitepaper. Where customers do not have existing accounts, the utility's methodology for estimating expected usage should be transparent

Length of commitment

As the local solar market has seen innovation in of rooftop solar programs, including leases and sales, the Alliance believes a community solar program will similarly respond to the market and

customer preferences. Thus we do not believe these rules should artificially impose a barrier or requirement for a length of commitment or even outright purchase of panels in a community solar project.

Portability and Transfer of Subscriptions

The Alliance agrees that a subscription should be portable from one address in Orleans parish to another, and subscribers should be permitted to sell the subscription if they leave the service territory or merely return the subscription to the subscriber organization. However, a “sale” of a subscription should not be permitted to drive up the cost, nor provide an opportunity for speculation, thus transfers of subscriptions should be made through the Subscriber Organization and should be transferred for the current Subscriber Organization cost for a subscription.

Unsubscribed capacity

Where projects have unsubscribed capacity, the Alliance is in favor of the Advisors recommendation to credit the community solar project owner at ENO’s avoided cost rate. This will incentivize the project owner to to keep projects fully subscribed, while compensating the owner monthly for the value of energy generated. Avoided cost filings should be easily accessible to developers via the Council’s website, described below.

Renewable Energy Credits

The Alliance agrees with the Advisors proposed policy for the treatment of Renewable Energy Credits (“RECs”). Just as existing NEM customers retain ownership and title to all RECs resulting from their owned (or leased) systems, subscribers to these systems should similarly have ownership. We also recognize there may be an opportunity for Subscriber Organizations to aggregate and sell the RECs for subscribers, and the Alliance supports a policy allowing these Subscriber Organizations to propose such a plan to the Council for consideration. Treatment of RECs and their potential value should be described in Consumer Disclosures provided to potential subscribers.

- *Protections: What safety and reliability protocols should be utilized? What consumer protections are needed?*

The Alliance agrees with all Advisor recommendations for Safety and Reliability protocol and requirements. We look forward to hearing from ENO any other technical concerns related to safety or reliability that should be considered.

We also fully agree that transparency is vital to any consumer protection, and we support the requirement of consumer disclosure standards to ensure customers are given fair and accurate information. We also believe consumer information should be available on the Council's website, including the standards for marketing, contracts, and deceptive acts. In addition, the standard cover page and minimum contract requirements should be available to customers via the Council's website. A Consumers Bill of Rights for Community Solar should be easily accessible through an information portal devoted to all renewable programs approved by the Council.

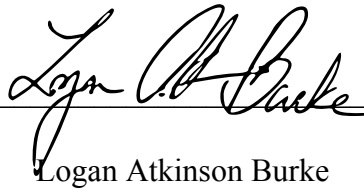
Conclusion

Thank you again for the opportunity to provide these thoughts and amendments to the proposed rules for Community Solar in New Orleans. Creating an enabling resolution unlocks the potential for another element of a modern, clean, affordable energy system in New Orleans, and will open the door to more equitable engagement with clean energy and consumer choice. We look forward to learning more about other stakeholder positions, and any technical conferences other parties deem are appropriate to find common ground on items of conflict. Finally, New Orleans is in a tremendous position to lead on community solar rules for the state and region, and we hope this rulemaking sets a precedent for thoughtful and successful community solar.

**Re: RESOLUTION AND ORDER ESTABLISHING A DOCKET AND OPENING A
RULEMAKING PROCEEDING TO ESTABLISH RULES FOR COMMUNITY SOLAR
PROJECTS**

Certificate of Service Docket No. UD-18-03

I hereby certify that I have this 28th Day of September, 2018, served the required number of copies of the foregoing correspondence upon all other known parties of this proceeding, by USPS or electronic mail.

A handwritten signature in black ink, reading "Logan A. Burke", is written over a horizontal line. The signature is cursive and includes a middle initial "A".

Logan Atkinson Burke
Alliance for Affordable Energy

APPENDIX A

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

I. OVERVIEW

The purpose of the Community Solar Rules (“Rules”) is to establish the City Council of New Orleans’ rules, policies, and procedures for community solar generating facilities and the associated electric utility customer subscriptions in Orleans Parish, including: eligibility for participating in community solar generating facilities; developer, facility, and customer limits with respect to community solar; establishment of a bill crediting mechanism for participants; customer protection provisions; general interconnection requirements; safety and performance requirements; and contractual and reporting requirements. These Rules shall be cited as the “New Orleans Community Solar Rules.” The Council may waive a provision of these Rules upon a showing of good cause.

II. DEFINITIONS

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

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

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

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

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

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

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

- (i) converts solar energy to electricity;
- (ii) is owned by the Utility or any other for-profit or nonprofit entity or organization;
- (iii) has a generating capacity/nameplate rating that does not exceed two megawatts (“MW”) as measured by the alternating current rating of the system’s inverter;
- (iv) can provide power to or is connected to the Utility’s distribution system;
- (v) is located in the Utility’s electric service territory;
- (vi) is individually metered;
- (vii) has at least three Subscribers;
- (viii) sells the Output from the facility to the Utility and which the purchase of the Output from the facility shall take the form of a credit against the Subscriber’s electric bill; and
- (ix) the beneficial use and renewable attributes of the Output of the facility belongs to the Subscribers.

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

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

“CURO” means Council Utilities Regulatory Office.

“Low-Income Customer” means a Customer whose gross annual household income is at or below ~~175 percent of the federal poverty level~~ **50% of Area Median Income**. for the year of subscription or who is certified as eligible for any federal, state, or local assistance program that limits participation to households whose income is at or below ~~175 percent of the federal poverty limit~~. **50% of Area Median Income**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Virtual net energy metering” means measurement of the difference between the kilowatt-hours or value of electricity that is supplied by an electric company and the kilowatt-hours or value of electricity attributable to a subscription to a community solar energy generating facility and fed back to the electric grid over the subscriber’s billing period.

III. CUSTOMER ELIGIBILITY

A. Customer Eligibility

- (1) All customer rate classes are eligible to subscribe to a CSG Facility.
- (2) A Customer may subscribe to a CSG Facility in the Utility's service territory, providing that the Customer has an account for electric service with the Utility.
- (3) A Customer may subscribe to CSG Facility regardless of the Customer's participation in other Utility-sponsored renewable programs, such as NEM, providing that the Customer's participation does not violate, individually or collectively, the eligibility limits of all applicable programs and these Rules.

B. Limitations on Subscriptions

- (1) A Customer may not hold Subscriptions representing a total amount of energy in the Community Solar Program that exceeds 100 percent of the value of the Subscriber's Baseline Annual Usage.
- (2) A Customer may purchase multiple Subscriptions from one or more CSG Facilities provided that the total of the Subscriptions does not exceed the requirements in III.B.(1) of the Rules.
- (3) No Customer may own more than a 40 percent interest in the beneficial use of the electricity generated by a CSG Facility, including without limitation, the renewable energy and RECs associated with or attributable to the CSG Facility.

IV. COMMUNITY SOLAR GENERATING FACILITY ELIGIBILITY

A. CSG Facility Eligibility

- (1) A CSG Facility can be owned by the Utility or any other for-profit or nonprofit entity or organization.
- (2) A Subscriber Organization that has registered with the Council, **through CURO**, that wishes to construct and operate a CSG Facility as part of the Community Solar Program shall submit an application to the Utility in accordance with the CSG Facility project application procedure established by the Utility as part of these Rules.
- (3) A Subscriber Organization shall be responsible for the operation and maintenance of the CSG Facility, the associated Subscription management, and any required reporting to the Utility.
- (4) A CSG Facility must be located in the Utility's service territory, must be individually metered, and must be connected to the Utility's distribution system.

- (5) A CSG Facility may be either new construction or a solar generating system that commenced operation prior to Council adoption of these Rules.
- (6) The Subscriber Organization for the CSG Facility must enter into a Contract with the Utility to sell the Output from the facility to the Utility. The purchase of the Output from the CSG Facility shall take the form of a credit against the Subscriber's electric bill.
- (7) The Council may establish additional conditions limiting the number of CSG Facilities for which any single Subscriber Organization or its affiliates may apply.

B. CSG Facility Limitations

- (1) The CSG Facility's generating capacity/nameplate rating must not exceed two MW as measured by the alternating current rating of the system's inverter.
- (2) The beneficial use and renewable attributes of the Output of the CSG Facility must remain with the Subscribers.
- (3) A CSG Facility must have at least three Subscribers.
- (4) The total number of accounts per CSG Facility may be determined by the Subscriber Organization, ~~and may represent the output of as little as one panel. however, each Subscription shall be sized to represent at least one panel kW of the CSG Facility's nameplate rating. The minimum one kW sizing requirement herein shall not apply to Subscriptions owned by an eligible Low Income Subscriber.~~
- (5) A CSG Facility with a nameplate rating of ~~+2000~~ kW or greater may not be located on the same or adjacent property as an existing or proposed CSG Facility owned by the same Subscriber Organization or affiliate with a nameplate rating of ~~+2000~~ kW or greater.
- (6) One or more Subscriber Organizations may construct multiple CSG Facilities on a single parcel of property, providing that the total MW of the multiple projects on the single parcel does not exceed 2 MW.

V. CAPACITY LIMITS

A. Community Solar Program Capacity Limits

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

- (2) Prior to accepting CSG Facility applications beyond the Community Solar Program Capacity Limits or the CSG Facility Category Limits, the Utility shall seek and obtain Council approval.

~~**B. CSG Facility Category Limits**~~

- ~~(1) CSG Facilities shall be classified into one of two categories:
 - ~~(a) Open Category: CSG Facilities of any size up to two MW as measured by the alternating current rating of the system's inverter.~~
 - ~~(b) Low Income Category: CSG Facilities of any size up to two MW as measured by the alternating current rating of the system's inverter in which a minimum of 10 percent of the CSG Facility's Output is provided to Low Income Subscribers.~~~~
- ~~(2) The Utility shall accept CSG Facility applications in each of the following categories up to the Community Solar Program Capacity Limits and according to the following CSG Facility Category percentages: G
 - ~~(a) Open Category: up to 70 percent of the Community Solar Program Capacity Limits; and~~
 - ~~(b) The remaining 30 percent of the Community Solar Program Capacity Limit shall be reserved for Low Income Category CSG Facilities.~~~~

VI. SUBSCRIBER ORGANIZATION REGISTRATION AND RECORDS

A. Registration with the Council

- (1) A Subscriber Organization shall register with the Council, on forms authorized by the Council, prior to offering Subscriptions to a CSG Facility or operating a CSG Facility.
- (2) The Council shall assign each Subscriber Organization with an identification number.
- (3) A Subscriber Organization shall maintain the registration with the Council by notifying the Council whenever certain information supplied as part of the registration with the Council becomes inaccurate.

B. Subscriber Organization Obligations and Records

- (1) A Subscriber Organization shall maintain on file with CURO the following information for the duration of the operation of each CSG Facility:
 - (a) Owner name and address.
 - (b) Business address.
 - (c) Name of registered agent in Orleans Parish.
 - (d) General information on the facility including: location, DC and AC nameplate capacity, major equipment list, interconnection requirements, and any other relevant design details.

- (e) Proof of liability insurance in an amount reasonably adequate to protect the public and the Utility against damages caused by the operation of each CSG Facility.
 - (f) Proof of registration “In Good Standing” with the Louisiana Secretary of State.
- (2) A Subscriber Organization shall maintain in its own files the following information for the duration of the operation of each CSG Facility:
 - (a) Subscriber information including: name, mailing address, address at which the Subscriber has an account for electric service with the Utility, and, where relevant, the data supporting a Subscriber’s classification as a Low-Income Subscriber.
 - (b) Subscription information for each Subscriber including a copy of the contract, rates, fees, and terms and conditions.
 - (3) A Subscriber Organization shall provide the information in Section VI.B(2) to the Council upon request.
 - (4) A Subscriber Organization shall provide to the Council, in a timely manner, information requested by the Council concerning the operation of its CSG Facilities.
 - (5) Contracts between the Subscriber Organization and the Utility shall be a matter of public record and shall be filed with the Clerk of Council by the Subscriber Organization.
 - (6) A Subscriber Organization, and, where relevant, the third-party owner/developer, are responsible for ensuring that its CSG Facility is constructed, maintained, and operated in compliance with all relevant local, state, and federal laws, rules and regulations, including, but not limited to, zoning, permitting, occupational safety and health, and environmental laws, rules, and regulations.

VII. COMMUNITY SOLAR PROGRAM MANAGEMENT

A. Community Solar Program Plan

- (1) Within 60 days from the effective date of the Rules, the Utility shall develop a Community Solar Plan setting forth the Utility’s plan for implementing these Rules including the Utility’s program administration plan and relevant tariffs for compliance with these Rules.

B. CSG Facility Standard Interconnection Agreement

- (1) Within 60 days from the effective date of the Rules, the Utility shall develop a Standard Interconnection Agreement for CSG Facilities, which shall be subject to the review and approval of the Council.
- (2) The proposed Standard Interconnection Agreement for CSG Facilities shall be consistent with the provisions of Entergy’s Distribution Design Basis/Standards DR7-01 and DR7-02.

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

C. CSG Facility Project Application Procedure

- (1) Within 90 days from the effective date of the Rules, the Utility shall establish a CSG Facility application procedure in compliance with these Rules and applicable Council orders, and consistent with the CSG Facility Standard Interconnection Agreement.
- (2) The Utility shall develop its CSG Facility application procedure in a manner designed to encourage achievement of the Council's community solar guiding principles, timely project development, and equitable allocation of the Community Solar Program Capacity Limits and the CSG Facility Category Limits. In addition CSG Facility details necessary for the application, the application procedure shall require:
 - (a) Proof of Subscriber Organization registration with the Council;
 - (b) Proof of application for all applicable permits to construct and Operate the CSG Facility; and
 - (c) Proof of site control. The utility shall accept as proof of site control: evidence of property ownership; an executed lease agreement; or a signed option to purchase a lease.

D. Processing of CSG Facility Applications

- (1) The Utility shall process applications from Subscriber Organizations filed in accordance with the CSG Facility application procedure in the order in which the utility receives the application.
- (2) Within five business days of receipt, the Utility shall notify the Subscriber Organization whether the application is rejected due to the capacity limits established by these Rules.
- (3) Within five business days of receipt, the Utility shall notify the Subscriber Organization whether the application is complete. If the application is incomplete, the Utility shall provide a written list detailing all information that must be provided to complete the application.
- (4) A Subscriber Organization receiving notice of an incomplete application shall revise and submit the required information within 10 business days after receipt of the list of incomplete information. Failure to submit the required information within 10 business days shall result in the Subscriber Organization losing their place in the queue, but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future.
- (5) The Utility shall notify a Subscriber Organization within five business days of receipt of a revised application whether the application is complete or incomplete.

- (6) The Utility shall grant an extension of time of an additional 10 days to provide such information upon request from the Subscriber Organization.
- (7) The Utility shall reject an application that is not submitted in accordance with CSG Facility application procedure.
- (8) The Utility shall assign each CSG Facility a unique identification number.
- (9) If the Utility participates as a Subscriber Organization, it shall apply to the Council for permission to enter each of its proposed CSG Facilities into the community solar program.
- (10) If the Utility or any of its affiliates participate as a Subscriber Organization, the Utility may not recover any portion of its CSG Facility costs through its base rates. If a Utility or any of its affiliates participate as a Subscriber Organization, it must not offer its own CSG Facility, or that of its affiliate any preferential treatment or benefit not available to other Subscriber Organizations.
- (11) If a CSG Facility fails to begin operating within 12 months of an approved application by the Subscriber Organization, the Subscriber Organization should provide to the Utility an additional deposit of \$50 per kW to continue under the Community Solar Program.
- (12) The utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating with 18 months of an approved application.
- (13) Any forfeited deposits shall be forwarded to the Council.

E. Utility Data and Project Information

- (1) The Utility shall designate a contact person, and provide contact information on its website for submission of all project application requests, and from whom information on the project application request process and the Utility's electric distribution system can be obtained.
- (2) The Utility shall provide updated information on its website about the current status of the Community Solar Program and CSG Facility applications, including: name; address; date of application; interconnection status; expected date of operation; and remaining available capacity by year in each program category.
- (3) The Utility shall make reasonable attempts to assist all applicants with identifying means to locate and operate CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits at locations identified by applicants. If the Utility or any of its affiliates choose to participate as an owner/developer of a CSG Facility and/or a Subscriber Organization, the Utility must offer other owner/developer and Subscriber Organizations equal access to the information available to the Utility and its affiliates for locating and operating CSG Facilities in a manner that minimizes adverse effects or maximizes distribution system benefits so that neither the Utility's nor its affiliate's CSG Facility has preferential access to information inaccessible to other Subscriber Organizations.

- (4) The information provided by the Utility on its website shall include studies and other materials useful to understanding the feasibility of interconnecting a CSG Facility on the Utility's electric distribution system, except to the extent providing the materials would violate security requirements, confidentiality agreements, or be contrary to law.
- (5) The Utility may require an applicant to execute an appropriate confidentiality agreement prior to release or access to confidential or restricted information.
- (6) The Utility shall monitor and review its distribution system to determine any adverse or beneficial effects resulting from each installed CSG Facility.
- (7) The Utility shall maintain for the duration of the community solar program, the following customer information for each CSG Facility and Subscriber Organization: customer rate class; annual usage; average monthly bill; and peak demand.
- (8) The Council shall be provided with annual reports on CSG Facility billing accuracy, interconnection complaints, and consumer complaints related to the program.

F. Utility Reporting

- (1) The Utility shall provide the Council with complete data, information, and supporting documentation necessary to monitor the Community Solar Program status, impact on operations, Subscriber and ratepayer impact, and other information upon request.
- (2) By May 1 of each year, the Utility shall file an annual report with the Council on the Status of the Community Solar Program Including:
(1) monthly energy (MWh) and capacity (MW) produced by the Community Solar Program, including each CSG Facility; (2) total cost of energy and capacity ENO purchases through the Community Solar Program, identifying bill credits separate from unsubscribed energy; (3) \$/MW and \$/MWh of the capacity and energy purchased, (4) Utility costs associated with administering the Community Solar Program; (5) tons of emissions avoided through utilization of the energy and capacity produced by the Community Solar Program; (6) any positive and negative impacts on the operation of the Utility's distribution system; (7) any benefits provided to the Utility's system by the Community Solar Program related to mitigating or recovering from storm events or other outages.
- (3) The electric Utility shall maintain a list of projects and total program capacity, and shall provide the list to the Council by June 30 and December 31 of each year.
- (4) The Utility shall publish on its website a rolling 24-month report of what the per-kWh and per-kW credit for energy and capacity was in order to assist customers seeking to evaluate whether to enter into or renew a contract with a CSG Facility.

G. Utility Cost Recovery and Charges

- (1) Once the Utility's Community Solar Plan has been reviewed and approved by the Council, the Utility shall have a fair opportunity to receive full and timely cost recovery of costs incurred to administer the Community Solar Program, interconnection and metering costs for CSG Facilities, and any non-reimbursed portion of program bill credit costs and unsubscribed energy costs.
- (2) The Utility may not establish a separate surcharge fee or rate for recovery of any Community Solar programs costs identified in Section VII.G.1. The specific mechanisms for Community Solar program cost recovery will be approved by a Council resolution based on the Council's review of the community solar tariffs proposed in the Community Solar Plan required under Section VII.A.1.
- (3) The Utility may assess a Council-approved charge to the Subscriber Organization to cover the Utility's costs of delivering the renewable energy generated by each CSG Facility to the CSG Subscriber's premises, integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering Subscriber billing credits. This charge shall not reflect costs that are already recovered by the Utility from Customers through other charges. The Utility may seek a revision of this charge no more frequently than once per year.

VIII. SUBSCRIPTION CREDITS

- A. Subscriber Organizations are required to provide real time reporting of production as specified by the Utility. For CSG Facilities greater than 250 kW, the Subscriber Organization shall provide real time electronic access to production data. The Utility may require different real time reporting for CSG Facilities 250 kW and smaller.
- B. The Subscriber Organization for each CSG Facility will provide a monthly report to the Utility listing all Subscribers and the proportion of the CSG Facility Output that shall be applied to each Subscriber.
- C. The Utility shall apply credits to each Subscriber's monthly bill using the most recently updated monthly Subscriber list.
- D. The Utility shall determine the amount of CSG Facility monthly kWh Output to be credited to each Subscriber by multiplying the Subscriber's most recent generation proportion of the CSG Facility by the Utility metered Output of the CSG Facility.
- E. Each Subscriber's kWh output credit shall be subtracted from the Subscriber's kWh Usage as Virtual Net Energy Metering.
- ~~F. The value of each CSG Facility monthly kWh credit will be based on avoided capacity and energy costs. The value will be determined by the following:~~

- ~~(1) The avoided capacity, energy, and other directly quantifiable costs based on the Utility's incremental cost of providing service;~~
- ~~(2) The avoided energy costs will be the previous calendar year average hourly locational marginal prices applicable to the Utility;~~
- ~~(3) The corresponding avoided capacity cost, will be based on short run marginal cost concepts, and will be the current annual fixed cost revenue requirement of a peaking unit expressed in \$/kWh based on the typical annual energy Output of a solar photovoltaic ("PV") installed in Orleans Parish.~~
- ~~G. The appropriate credit to be applied to each Subscriber's bill will be a dollar amount credit determined by multiplying the Subscriber's kWhs from Section VIII.D. by the value of each CSG kWh from Section VIII.E.~~
- H. The Subscription monthly bill credit so determined will apply to each Subscriber irrespective of the customer class tariff under which the Subscriber receives service from the Utility, and will apply to all Subscribers in a CSG Facility.
- I. If, in a monthly billing period, the Subscriber's billing credit associated with the Subscriber's Subscriptions exceeds the Subscriber's bill from the Utility, the excess billing credit will be rolled over as a ~~dollar bill kWh~~ credit from month to month indefinitely until the Subscriber terminates service with the Utility at which time no payment shall be from the Utility for any remaining bill credits associated with the Subscriber's Subscription.
- J. The Utility shall retain a record of CSG Facility kWh applied to each Subscriber's account for a period of three years.

IX. UNSUBSCRIBED ENERGY

- A. The Utility will pay a Subscriber Organization for the energy produced by a CGS Facility and delivered to the Utility which is not allocated to a Subscriber of the CSG Facility.
- B. The rate per kWh to be paid for net deliveries to the Utility, pursuant to Section IX.A, shall be the Utility's estimated avoided energy costs for the appropriate time period from the Utility's most recent biennial filing with the Clerk of Council of the City of New Orleans pursuant to the Public Utilities Regulatory Policies Act of 1978, Section 210.

X. LOW-INCOME CUSTOMER VERIFICATION

- A. The operator of a low-income multi-family dwelling unit may apply to the Council to qualify as a Low-Income Subscriber for the purposes of the Community Solar Program.
- B. A Subscriber Organization shall certify to the Utility in writing that the Subscriber Organization has verified the eligibility of all Low-Income Subscribers needed to qualify for the program prior to receiving permission to operate from the Utility.

XI. SUBSCRIPTION TRANSFERS AND PORTABILITY

- A. A Subscription may be transferred or assigned to the associated Subscriber Organization or to any person or entity who qualifies to be a Subscriber in the CSG Facility.
- B. A Subscriber who desires to transfer or assign all or part of his or her Subscription to an eligible Customer desiring to purchase a Subscription may do so only in compliance with the terms and conditions of the Subscription contract and the transfer or assignment will be effective in accordance therewith.
- C. A Subscriber who desires to transfer or assign all or part of his Subscription to the Subscriber Organization or to become unsubscribed shall notify the Subscriber Organization.
- D. If the CSG Facility is fully subscribed, the Subscriber Organization shall maintain a waiting list of eligible Customers who desire to purchase Subscriptions. The Subscriber Organization shall offer the Subscription of the Subscriber desiring to transfer or assign their interest, or a portion thereof, on a first-come, first-serve basis to Customers on the waiting list.
- E. A Subscriber that moves to a different premise located within the Utility service territory may change the premises to which the Subscription is attributed, and a Subscriber Organization may not charge an unreasonable transfer fee to such a Customer.
- F. The Subscriber Organization and the Utility shall jointly verify that each Subscriber is eligible to be a Subscriber in the CSG Facility. The CSG Facility Subscriber roll shall include, at a minimum, the percentage share owned by the Subscriber, the effective date of the ownership of that Subscription, and the premises to which the Subscription is attributed for the purpose of applying billing credits. Changes in the Subscriber roll shall be communicated by the Subscriber Organization to the Utility, in written or electronic form, as soon as practicable, but on no less than a monthly basis.
- G. Prices paid for Subscriptions in a CSG Facility shall not be subject to regulation by the Council.

XII. RENEWABLE ENERGY CREDIT OWNERSHIP

- A. Subscribers are not customer generators.
- B. The ownership and title to all renewable energy attributes or Renewable Energy Credits associated with the CSG Facilities shall belong to the individual Subscribers.
- C. If the Subscriber Organization can demonstrate an increased value provided directly to Subscribers with ownership and title of the RECs by the Subscriber Organization (for example, if the Subscriber Organization believes it can provide greater benefit to its Subscribers by consolidating and selling RECs and crediting its Subscribers with the revenue), the Subscriber Organization is encouraged to provide the Council with support for such a proposal, and the Council may allow the Subscriber Organization to offer Subscribers the opportunity to redeem the value of such RECs on an individual or consolidated basis.

XIII. CONSUMER PROTECTION & DISCLOSURE

A. Unauthorized Subscriptions.

- (1) No person shall subscribe a Customer to a community solar energy generation system without the Customer's consent.
- (2) A Subscriber Organization may not add a new charge for a new service, existing service, or service option not described in the Subscriber's contract with the Subscriber Organization without first providing notice to the Subscriber and providing them an opportunity to terminate their Subscription without penalty if the new charge is unacceptable to the Subscriber.

B. Discrimination Prohibited.

- (1) A Subscriber Organization may not discriminate against any Customer, based wholly or partly on race, color, creed, national origin, or gender of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.
- (2) A Subscriber Organization may not refuse to provide service to a Customer except by the application of standards that are reasonably related to the Subscriber Organization's economic and business purpose.

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

- (1) Each Subscriber Organization shall conduct all aspects of its business that touch on Consumers or their interests without any unfair, deceptive, or abusive acts or practices.
- (2) Each Subscriber Organization shall regularly examine and consider the possibility of unfair, deceptive, or abusive acts or practices violations in all aspects of its business that touch on consumers or their interests, including, but not limited to, marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.
- (3) Subscriber Organizations shall not harass or threaten consumers and should avoid high-pressure sales techniques. Subscriber Organizations should not take advantage of a consumer's lack of knowledge, and if they become aware that a consumer clearly misunderstands a material issue in a community solar transaction, they should correct that misunderstanding. Consumer questions must be answered honestly, Subscriber Organizations may not make any statements to consumers that are false or without a reasonable basis in fact.

D. Advertising, Marketing, and Solicitations.

- (1) Advertising Permitted.
 - (a) A Subscriber Organization may advertise its services.
 - (b) A Subscriber Organization may not engage in an advertising, marketing or trade practice that is unfair, false, misleading, or deceptive.
 - (c) All advertising claims must be supported by factual, verifiable sources. Advertising claims should avoid underestimating costs, overestimating performance and overvaluing financial and incentive benefits.
 - (d) Subscriber Organizations should be familiar with all advertising laws, rules, regulations, and guidance, including federal, state, and local guidance on advertising and marketing.
 - (e) Prices quoted must be accurate and complete, including, but not limited to disclosure as to any initial pricing incentives, such as “teaser rates” that include future price increases, and whether the quoted price includes any price incentives, such as government tax incentives or utility program incentives, and the terms of eligibility for such incentives.
 - (f) Any projections of future utility prices presented by a Subscriber Organization or its Agents to consumers must be based on accepted sources and methods. They must be clearly identified, verifiable, and be based on one or more of the following sources:
 - (i) Energy Information Agency (“EIA”) data from the Annual Energy Review, Annual Energy Forecast, Monthly Energy Forecast, or similar EIA publications for the state in which the system is located;
 - (ii) Council resolutions, orders, publications, or filings with the Council by the Utility;
 - (iii) Industry experts or other qualified consultants; or
 - (iv) Other similar reliable sources qualified by the Council or CURO office.
 - (g) Accepted methods for Utility electricity price projections include:
 - (i) If based on historical data for the utility servicing the installation site, combined average growth rate using no less than five years of data ending with the most recent year for which data is publicly available;
 - (ii) If based on projections of third-party sources, then it must be an accurate representation of any data within the timeframe of the source of the data, and when projecting beyond the timeframe of the source data, a combined average growth rate projection using a time period that is the greater of source data timeframe or five years.
 - (h) Any endorsements of the Subscriber Organization or its products or services by individuals used in any media format either owned by the Subscriber Organization or initiated or sponsored by the Subscriber Organization through media owned by a third party

must be authorized by the endorser, accurate, genuine, in proper context, and without misrepresentation, whether the misrepresentation is affirmative or by omission. It must be clear as to whether the endorser is providing an opinion as a consumer with true firsthand experience, as an expert, or as a spokesperson, and transparent as to whether any connections exist between the endorser and the Subscriber Organization beyond that which a consumer would ordinarily expect.

(2) Marketing.

- (a) A Subscriber Organization's marketing or solicitation information shall include the name under which the Subscriber Organization is registered with CURO.
- (b) A Subscriber may use an Agent to conduct marketing or sales activities. A Subscriber Organization is responsible for any fraudulent, deceptive, or other unlawful marketing performed by its Agent while marketing or selling Subscriptions on behalf of the Subscriber Organization.
- (c) Subscriber Organizations and their Agents must follow all applicable marketing laws, such as the National Do Not Call Registry, the CAN-SPAM Act of 2003, etc.
- (d) Door-to-door marketing and sales: A Subscriber Organization may not permit a person to conduct door-to-door marketing on its behalf until it has obtained and reviewed a criminal history record.
- (e) A Subscriber Organization must issue an identification badge to any persons conducting door-to-door sales on its behalf to be worn and prominently displayed when conducting door-to-door activities or appearing at public events on behalf of the Subscriber Organization. The badge must accurately identify the Subscriber Organization, and display the employee or Agent's full name and photograph. When conducting door-to-door activities or appearing at a public event, the Subscriber Organization's employees and Agents may not wear apparel or accessories or carry equipment that contains branding elements, including a logo, that suggests a relationship that does not exist with a utility, government agency, or another Subscriber Organization.
- (f) A Subscriber Organization shall ensure the training of its employees and Agents on the following subjects:
 - (i) Local, state and federal laws and regulations that govern marketing, telemarketing, consumer protection, and door-to-door sales as applicable to the relevant types of marketing and jurisdictions;
 - (ii) The consumer protections set forth in these Rules, including the prohibition on unfair, deceptive, or abusive acts or practices; and
 - (iii) The Subscriber Organization's products, services, and contracts.

- (g) Geographic marketing permitted.
 - (i) A Subscriber Organization may market services on a geographic basis.
 - (ii) A Subscriber Organization is not required to offer services throughout an electric company's entire service territory.
 - (iii) A Subscriber Organization may not refuse to provide service to a Customer based on the economic character of a geographic area or the collective credit reputation of the area.

E. Creditworthiness.

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

F. Subscriber Funds

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

G. CSG Facility Reporting

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

H. Required Disclosures.

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

three-day period. At a minimum, the Contract Summary must include:

- (i) Start and end date of the contract.
 - (ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of when consumer may cancel renewal without penalty.
 - (iii) Ability of consumer to terminate early, early termination penalty, if any.
 - (iv) Ability of developer to terminate contract early, and any remedy provided to consumer.
 - (v) Ability of consumer to transfer Subscription to another consumer. Ability of consumer to transfer bill credit to new address in ENO service territory.
 - (vi) All one-time payments or charges, including any deposit.
 - (vii) All recurring payments or charges.
 - (viii) All penalties or fees to which the consumer may be subject.
 - (ix) Total amount to be paid by consumer under contract.
 - (x) Billing and payment procedure.
 - (xi) Whether consumer owns or leases the solar panel or capacity and statement that consumer owns RECs.
 - (xii) Contact information of developer where consumer may call with questions. Must include physical address, telephone number and email address.
 - (xiii) Address, phone number and email contact information for the CURO.
 - (xiv) Statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time.
 - (xv) Notice that contract does not include Utility charges.
 - (xvi) Notice that developer makes no representations or warranties concerning the tax implications of the contract and consumers should consult a tax professional for such information and advice.
- (b) The Customer shall initial a copy of the Contract Summary Disclosure to acknowledge receipt of the Contract Summary.

(2) Notice of Subscription.

- (a) A Subscriber Organization shall provide notice of Subscription of a Customer to the utility in a format consistent with Council orders.
- (b) A Customer entering into an agreement with a Subscriber shall receive written notice of enrollment from the Subscriber Organization and the Utility.
- (c) Notice of enrollment shall include the following:
 - (i) Customer name;

- (ii) Customer service address;
- (iii) Billing name;
- (iv) Billing service address;
- (v) Utility name;
- (vi) Utility account number;
- (vii) Subscriber Organization name;
- (viii) Subscriber Organization account number; and effective date of the enrollment.

I. **Contracts for Customer Subscription in a Community Solar Project**

- (1) **Minimum Contract Requirements:** A Subscriber Organization's Subscription contract shall contain all material terms and conditions, stated in plain language, including the following:
 - (a) A description of the transaction, including:
 - (i) Whether the Subscriber will own or lease a portion of the community solar project;
 - (ii) A statement that all Renewable Energy Credits generated by the Subscriber's portion of the project are the property of the Subscriber;
 - (iii) A statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time; and
 - (iv) Notice that the contract does not include utility charges.
 - (b) The Subscriber Organization's obligation to maintain its registry with the Council for the duration of the contract.
 - (c) Term of the contract, including:
 - (i) Start and end date of the contract;
 - (ii) Renewal provisions, if any. If renewal provisions are automatic, explanation of procedure for consumer to cancel renewal without penalty;
 - (iii) Ability of consumer to terminate early and the corresponding early termination penalty, if any;
 - (iv) Ability of developer to terminate contract early, and any corresponding remedy to be provided to the consumer, if any.
 - (d) Transferability and portability.
 - (i) The ability of the consumer to transfer Subscription to another consumer.
 - (ii) The ability of the consumer to transfer the bill credit to a new address within the same Utility service territory.
 - (e) The ability of the consumer to reduce the size of their commitment and any fees or penalties related thereto.
 - (f) The total amount to be paid by the consumer under the contract, including:
 - (i) A clear statement of the total amount;

- (ii) A listing of all one-time payments or charges, including any deposit, and whether the deposit is refundable;
- (iii) A listing of all recurring payments or charges (monthly, annually, etc.);
- (iv) A listing of any penalties or fees to which the consumer may be subject and the conditions under which such penalties or fees would be applied.
- (g) Billing and payment procedure.
- (h) The data privacy policy of the Subscriber Organization, including what data will be collected, for what purpose and to whom the developer may disclose the data.
- (i) Evidence of insurance.
- (j) A long-term maintenance plan for the project.
- (k) The current production projections for the project and a description of the methodology used to develop production projections.
- (l) Contact info of Subscriber Organization where consumer may call with questions, including the physical address, telephone number and email address of the Subscriber Organization.
- (m) Notice that the Subscriber Organization makes no representations or warranties concerning the tax implications of the contract and consumers should consult their tax professional.
- (n) Any other terms and conditions of service.

J. Disclosure of Subscriber Information.

- (1) Except as provided under these Rules, or otherwise ordered by the Council, a Subscriber Organization may not disclose energy usage or personally identifiable information about a Subscriber, or a Subscriber's billing, payment, and credit information, without the Subscriber's consent.
- (2) A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information for the sole purpose of facilitating billing, bill collection, and credit reporting.
- (3) A Subscriber Organization shall provide a Customer with a copy of the Subscriber Organization's Customer information privacy policy.
- (4) A Subscriber Organization shall treat information received from prospective Customers, including those who do not subscribe, in accordance with provisions (a) and (c) of this section.

K. Subscription Disputes.

- (1) Any person who believes that a Subscriber Organization has violated the Consumer Protection Provisions contained herein in a manner that aggrieves that person may send a written description of the alleged violation to the Council, through its CURO. The written description shall include the name of the Subscriber Organization, a concise description of

the alleged violation, and the complaining person's ("Complainant") name and contact information.

- (2) The Council may, through CURO, request and obtain additional information regarding the alleged violation from the Complainant and the Subscriber Organization. CURO shall also assess whether the Complainant has informed the Subscriber Organization of his or her complaint and given the Subscriber Organization an opportunity to resolve the issue to the Complainant's satisfaction without Council intervention.
- (3) If, based on the information obtained by CURO, the Council finds there is cause to believe a violation of the Council's regulations may have occurred, and the Complainant and Subscriber Organization have not been able to resolve the issue without Council intervention, the Council shall establish a procedure to allow both parties to present their arguments and evidence to the Council for review.
- (4) If, after thorough review by the Council, the Complainant's allegations are substantiated and a violation of the Consumer Protection Provisions is determined, the Council may order the Subscriber Organization to refund any overcharge or fees paid by the consumer as a result of the violation, if applicable. The Council may also, in its discretion, revoke a Subscriber Organization's registration as a result of any violation of the Consumer Protection Provisions contained in this section.
- (5) All other contract or legal disputes that arise between a Subscriber and the Subscriber Organization shall be brought in the appropriate city or district court in the City of New Orleans.