**Context and Background:**

The document presents Maurice Brubaker's cross-answering testimony for Louisiana Public Service Commission (LPSC) Docket U-37425, related to Entergy Louisiana, LLC's (ELL) application for approval of generation and transmission resources for serving a single customer (Laidley) in North Louisiana. Maurice Brubaker represents the Louisiana Energy Users Group (LEUG), large-scale electricity consumers served by ELL.

**Key Issues Discussed:**

**1. Notice of Intent Not to Renew:**

* The testimony criticizes the current contract provision that requires only a 12-month notice from Laidley if it intends not to renew after the initial 15-year term (ending in 2041).
* Brubaker argues that a 12-month notice period is too short, potentially leaving ELL with excess generation capacity and significant financial burdens.
* He recommends a five-year advance notice to allow ELL sufficient planning and investment decision-making time. He explicitly states the inadequacy of Staff Witness Sisung’s alternative recommendation, which requires ELL to determine Laidley's renewal intent without an enforceable notice from Laidley (pp. 2-4).

**2. Lack of Competitive Solicitation for Generation Facilities:**

* ELL did not conduct competitive solicitations for acquiring initial generation facilities to serve Laidley.
* The absence of competitive bidding could lead to uncertainty about cost-effectiveness and compliance with LPSC’s Market-Based Mechanisms (MBM) Order.
* Brubaker insists that ELL failed to demonstrate sufficient circumstances to justify bypassing competitive procurement.
* He recommends limiting recoverable costs to those initially proposed by ELL unless justified adjustments arise from uncontrollable changes in law. He also critiques Staff Witness Sisung for inadequately addressing the absence of competitive solicitation (pp. 4-7).

**3. Parental Guaranty for the ESA (Electric Service Agreement):**

* The testimony raises significant concerns regarding the adequacy and enforceability of the parental guaranty from Meta (parent company) provided to ELL.
* Brubaker finds the guaranty document vague and incomplete, highlighting unspecified "maximum" payment amounts and exceptions that could undermine its effectiveness.
* He recommends that any financial consequences from inadequacies in the guaranty should be borne by ELL’s shareholders rather than ratepayers.
* He partially supports Staff Witness Sisung’s recommendation for obtaining a legal opinion on the enforceability of the guaranty under New York law but insists on additional protection for ratepayers (pp. 8-9).

**4. Staff's Deferral and Revenue Sharing Proposals:**

* Staff proposed modifications to ELL's revenue deferral and revenue-sharing mechanisms to benefit ratepayers.
* Brubaker acknowledges these proposals but emphasizes they do not alleviate fundamental concerns raised regarding the broader ESA-related risks and inadequacies (pp. 10-11).

**Conclusion:**

The testimony concludes by reiterating significant concerns with ESA provisions, competitive procurement failure, and parental guaranty inadequacies. It maintains the necessity of stronger protective measures for ratepayers.