



Edward R. Wicker, Jr.
Assistant General Counsel
Entergy Services, LLC
504-576-3101 | ewicker@entergy.com
639 Loyola Avenue, New Orleans, LA 70113

April 3, 2026

VIA ELECTRONIC MAIL

Clerk of Council
Clerkofcouncil@la.gov
City Hall - Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Re: Rulemaking Proceeding to Establish Rules for Community Solar Projects
(CNO Docket No. UD-18-03)

Dear Clerk of Council:

Entergy New Orleans, LLC (“ENO”) is making this filing pursuant to the Scheduling Order and Memorandum dated December 19, 2025, which was issued by the Hearing Officer Judge Jeffrey S. Gulin. Attached please find the Rebuttal Testimony of Sarah Harcus and Stephen Wemple, as well as accompanying exhibits. ENO submits this filing electronically and will submit the requisite original and number of hard copies once the Council resumes normal operations or as you direct.

Thank you for your assistance in this matter, and please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Edward R. Wicker, Jr.', with a long horizontal stroke extending to the right.

Edward R. Wicker, Jr.

ERW/jlc
Attachments
cc: Official Service List UD-18-03 (*via electronic mail*)

**BEFORE THE
COUNCIL OF THE CITY OF NEW ORLEANS**

**IN RE: A RULEMAKING PROCEEDING)
TO ESTABLISH RULES FOR) DOCKET NO. UD-18-03
COMMUNITY SOLAR PROJECTS)**

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

REBUTTAL AFFIDAVIT OF SARAH HARCUS

1. I am the same Sarah Harcus who submitted an affidavit on behalf of Entergy New Orleans, LLC (“ENO” or the “Company”) in this proceeding on January 16, 2026.
2. The purpose of my rebuttal affidavit is to respond to certain statements and positions set forth in the direct testimony of Georgina Arreola-Lennox, who testified on behalf of the Alliance for Affordable Energy, Together New Orleans, and SunConnect Corporation (collectively, “AAE”), and the direct testimony of Victor Prep, who testified on behalf of the Council Technical Advisors.¹
3. The AAE and other intervenors have the burden to demonstrate that their stated goal of consolidated billing for the New Orleans community solar program is in the public interest. Ms. Arreola-Lennox’s testimony is the sole evidence that the intervenors have offered in that regard. For reasons I discuss here and in my prior affidavit, as well as those reasons discussed by Company witness Stephen Wemple, Ms. Arreola-Lennox’s testimony does not satisfy their burden.

¹ Simply because I do not address an argument or specific piece of testimony, it is not to be assumed that I agree or otherwise endorse that argument or specific piece of testimony.

4. As an initial matter, Ms. Arreola-Lennox has admitted that she has:
 - never been qualified as an expert in the area of consolidated billing in the context of a community solar program;
 - no work or other experience in the New Orleans market;
 - never been employed by a utility;
 - no familiarity with the Company’s billing systems and processes;
 - never had any communications with ENO or its representatives (outside of a brief exchange at a technical conference);
 - never reviewed any Subscriber Organization’s investment proposal or business plan related to its planned participation in the New Orleans community solar program;
 - never performed an analysis or estimate regarding (a) the number of Subscribers, (b) the costs for ENO to implement and maintain consolidated billing, and (c) the bill impacts to customers from consolidated billing for the New Orleans community solar program; and
 - offered no opinion on which ENO customers, such as non-participants, should bear the costs of implementing and maintaining consolidated billing.²
5. Accordingly, Ms. Arreola-Lennox cannot credibly opine on whether consolidated billing in the context of the New Orleans community solar program is in the public interest.
6. Nonetheless, Ms. Arreola-Lennox urges the Council to adopt a course of action that would likely require ENO to spend over \$1 million solely to benefit community solar developers.
7. To that end, on page 5 of her direct testimony, Ms. Arreola-Lennox states that the Council should “require ENO to comply with the Council’s order to implement UCB through net-crediting.” The Council, however, has not issued any such order.

² AAE Responses to ENO 2-2, 2-3, 2-4, 2-5, 2-7, 2-22, 2-23, 2-24, 2-25, 2-26, and 2-28, attached *in globo* as Exhibit SH-1.

8. Moreover, on pages 21-22 of her direct testimony, Ms. Arreola-Lennox's use of the term "savings" is misleading and incorrectly suggests that the New Orleans community solar program produces savings for all customers. The community solar program does not produce savings and, in fact, imposes additional costs on ENO's customers when taken as a whole.
9. On page 21 of her direct testimony, Ms. Arreola-Lennox argues that dual billing is a "billing framework that obscures savings." There are no savings from the community solar program. The community solar rules create credits for community solar participants (Subscribers) by shifting costs to non-participants. In other words, non-participants are paying for the credits received by the community solar participants. In a prior submission, the Company estimated the cost shift to be \$111 million on a net present value basis over a twenty-year period.³
10. Indeed, the community solar rules require ENO to compensate Subscribers for their shares of energy from community solar generating facilities at a cost far above the market rate for solar and other resources.⁴ The community solar rules then require non-participating customers to bear the above-market cost of the energy.
11. Moreover, Ms. Arreola-Lennox's direct testimony does not address the potential effects of consolidated billing, cost and benefits, on all customers. In essence, her testimony is that consolidated billing is beneficial to Subscriber Organizations and community solar participants. As I noted above, Ms. Arreola-Lennox admittedly has no opinion on which ENO customers, such as non-participants, should bear the costs of implementing consolidated billing, and the party that retained her objected to her providing such an opinion.⁵


³ See ENO's October 30, 2024 Comments Regarding Consolidated Billing Implementation (including exhibits), pp. 1-3.

⁴ *Id.* at 5-6.

⁵ AAE Responses to ENO 2-25 and 2-26, which are included in Exhibit SH-1.

12. Certain changes to the community solar rules proposed by Mr. Prep are potentially helpful, but the changes do not go far enough in terms of mitigating financial risk to the Company. For this reason and those in my prior affidavit, the Council should not require the implementation of consolidated billing.
13. I agree with Mr. Prep's observation that if the community solar program fails entirely, then ENO's customers should bear the unrecovered costs associated with the program, including but not limited to consolidated billing.⁶
14. Additionally, given that ENO is in a period of significant capital investment, ENO's customers, regardless of whether they participate in the community solar program, should also be responsible for supporting ENO's cash flow if there is a significant delay in recovering costs associated with the community solar program.
15. Mr. Prep's proposed Utility Administrative Fee and regulatory asset authorization, while potentially helpful, do not fully protect ENO's financial condition and are in conflict with ENO's public utility obligation to provide electric service, as I have previously explained.
16. ENO does not have a public utility obligation to provide billing services to community solar developers and Subscriber Organizations at just and reasonable rates. If the Council were to approve consolidated billing, which it should not for the reasons stated by other ENO witnesses and me, the Utility Administrative Fee should reimburse ENO expeditiously for all costs, initial and ongoing, associated with implementing and administering consolidated billing. Expedient reimbursement minimizes the harm to cash flows and the diversion of capital from ENO's core obligation of providing electric service to its customers.


⁶ Prep Direct Testimony, p. 12.



SARAH HARCUS

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 3 DAY OF APRIL 2026



NOTARY PUBLIC

Edward R. Widder, Jr. LA Bar #27138

My commission expires: at death

City Of New Orleans
Docket No. UD-18-03
Community Solar

Responses of: Together New Orleans, Alliance for Affordable Energy, SunConnect

Responses to: Second Set of Data Requests

Requesting Party: Entergy New Orleans, LLC

ENO 2-1

Please identify any and all resolutions issued by the Council in Docket No. UD-18-03 and filings or communications submitted to the Council in such docket that Ms. Arreola-Lennox utilized or referenced relative to developing and submitting her February 13, 2026 testimony.

Ms. Arreola-Lennox reviewed the following documents in this docket in preparation for her testimony submitted on Feb 13, 2026:

- *R-18-233: Resolution and Order Establishing a Docket and Opening a Rulemaking to Establish Rules for CS Projects*
- *R-22-76 Resolution and Order Amending the Community Solar Rules*
- *R-23-507: Resolution and Order to MEI's Motion to Amend Community Solar Rules*
- *R-24-571: Resolution and Order Community Solar Implementation*
- *R-24-310: Resolution and Order Community Solar Implementation*
- *R-25-352. Resolution and Order Regarding Entergy New Orleans Compliance Filing*
- *December 4, 2025 Scheduling Order and Memorandum on Consolidated Billing*
- *2026-01-16 Ltr & ENO Direct Testimony re: Consolidated Billing*

ENO 2-2

Please list any communications that Ms. Arreola-Lennox has had (including via text, email or other electronic means) with ENO regarding its billing system, software, and processes; the community solar program in New Orleans; and/or consolidated billing (or net crediting) in the context of such program.

- a. As part of the response, please provide the date and name of the ENO representative, an

explanation or description of the communications, and any documents regarding same.

Ms. Arreola-Lennox attended the Consolidated Billing Technical conference ENO hosted on or about July 31, 2025, where staff and stakeholders discussed redlines for the consolidated billing portion of the program. Ms. Arreola-Lennox engaged in a brief discussion with ENO staff during that presentation. The Intervenor do not have a complete record of who was present, but as the hosts of the technical conference, this is something ENO has access to readily.

Aside from that conversation, Ms. Arreola-Lennox has had no communications with ENO or their representative and thus has no records of such interactions.

ENO 2-3

Please provide Ms. Arreola-Lennox's understanding of the billing system, software, and processes that ENO currently utilizes to bill customers, and provide the basis for such understanding, including any documents.

- a. Does Ms. Arreola-Lennox agree that the City of New Orleans has not implemented retail open access?

This is outside the scope of Ms. Arreola-Lennox's engagement in this matter.

- b. Does Ms. Arreola-Lennox agree that ENO is the only electric public utility holding a franchise to provide electric service in the City of New Orleans?

Yes, ENO is the only utility providing electric service in New Orleans and does not provide retail open access.

- c. Does Ms. Arreola-Lennox agree that ENO's billing system does not have the same functionality as the billing system of an entity responsible for billing customers in a retail open access jurisdiction?

No. Ms. Arreola-Lennox is not familiar with ENO's billing system or how it may or may not differ from

that of a utility in an open-access jurisdiction. However, this is relevant since net crediting is not synonymous with retail energy. Retail energy deals with energy supply charges from a third party i.e. the cost per kwh of energy consumed. By comparison, a community solar subscriber's energy supply portion of the bill is unaffected. Community solar, be it dual-billing or net crediting, only requires the utility to apply a credit against the customer's total energy charges.

ENO 2-4

Please provide a list of all testimony, presentations, and/or other submissions that Ms. Arreola Lennox has offered in any proceeding, including but not limited to consolidated billing (or net crediting) in the context of a community solar program, and provide the date, proceeding name, proceeding number, and jurisdiction.

Objection as this request is unduly onerous. Ms. Arreola-Lennox does not have records of every presentation or submission since she does not have access to any old work products. There are numerous public comments filed under BlueWave Solar and Perch Energy, where she contributed significantly or authored the comments but the comments were submitted by a different staff member. Below is a partial list of proceedings, rulemakings, working groups, and presentations that dealt with consolidated billing where Ms. Arreola-Lennox was an active participant or made contributions, including when she participated if applicable:

- *New York Billing and Crediting Working Group (NYSERDA, DPS), 2019-2024*
- *New York Case 19-M-063: Consolidated Billing Master Docket*
- *Docket No. QO18060646, Community Solar Consolidated Billing of Subscriber Fees, NJBPU*
- *DOCKET NO. QO22030153, Order Launching The Community Solar Energy Program, NJBPU*
- *New Jersey Billing and Crediting Working Group, NJBPU, 2025*
- *Maryland Net Metering Working Group, RM 56: Rulemaking on Consolidated Billing, Maryland Public Service Commission, April 2024-April 2025*
- *D.P.U. 20-145-D, SMART Phase II Revisions*
- *D.P.U. 24-104 NSTAR dba Eversource Seeks Approval for its Eversource Community Solar Access Program (ECSAP)*
- *Illinois Shines Billing & Crediting Working Group (Illinois, October 2024- March 2025)*
- *Community Solar Summit 2024 Conference, Speaker Topic: Strategies for Best Practices to Increase Community Solar Adoption Among LMI Households*

- *RE+ Midwest 2023 Conference, Speaker Topic: Cutting Through the (Ill)Noise: Unlocking Solar Access For Communities in the Midwest*
- *Community solar: Adopt utility-consolidated billing to improve the customer experience, North American Clean Energy, September/October 2023 Issue*

ENO 2-5

In any proceeding, has Ms. Arreola-Lennox been qualified as an expert (date, proceeding name, proceeding number, jurisdiction), and what was the area of expertise in each proceeding?

a. As part of your response, please list each instance in which Ms. Arreola-Lennox has been qualified as an expert in the area of consolidated billing (or net crediting) in the context of a community solar program.

Ms. Arreola-Lennox has been designated as an expert witness several times in labor disputes, but has not been qualified as an expert since all matters were resolved before deposition or mediation. These designations occurred over ten years ago, and Ms. Arreola-Lennox no longer retains records of the case captions.

Ms. Arreola-Lennox has not been qualified as an expert in the area of consolidated billing.

ENO 2-6

Does Ms. Arreola-Lennox consider herself an expert in the area of consolidated billing (or net crediting) in the context of a community solar program? If so, please explain.

Yes, Ms. Arreola-Lennox considers herself a subject matter expert in billing and crediting for community solar and in matters pertaining to consolidated billing and the net crediting mechanism. Ms. Arreola-Lennox spent over four years managing teams responsible for billing community solar subscribers and understanding the community solar rules for billing and crediting, as well as the utility processes to carry these out. She also spent numerous hours talking with utility billing staff to understand how their systems worked and outlining ways to automate and build a billing engine to account for the

differences across states and utility territories. Once consolidated billing was approved in New York, Arreola-Lennox analyzed the proposal from the joint utilities, identified a better implementation plan, submitted it for consideration to the New York Public Service Commission and presented it to the joint utilities, regulators and key stakeholders. She then spent over three years participating in the billing and crediting working group with those same stakeholders to oversee the implementation of net crediting in New York and simultaneously began proposing the adoption of net crediting in other key states like New Jersey. The elements in the alternative proposal submitted in New York, which the PSC did not approve, were explained to regulators in New Jersey, Illinois and other key states who in subsequent years adopted permanent community solar programs and approved consolidated billing. She understands the operational requirements and understands the policy conversations regarding community solar billing and crediting. Her expertise is based on over seven years spent providing input in the design and implementation of community solar program rules and focused specifically on consolidated billing/net crediting in major community solar markets like NY, NJ, MD, IL, ME, MA and more as well as advocating for its adoption in markets seeking to enable community solar programs.

ENO 2-7

Has Ms. Arreola-Lennox ever been employed by a utility? If so, please list and describe each instance, including the time period and job title.

No, Ms. Arreola-Lennox has never been employed by a utility.

ENO 2-8

On page 4 of Ms. Arreola-Lennox's testimony, she states a benefit of net crediting is "delivering guaranteed savings clearly."

- a. Is a utility a party to the terms of the contract between the Subscriber Organization and the customer? Please explain.

Objection as to relevance. However, notwithstanding that objection, the terms of a customer contract are set either by the project owner or the subscriber management firm and subject to consumer protection rules in place that govern the community solar program or distributed generation resources more broadly, depending on the municipality where the project is located.

ENO 2-20

Is Ms. Arreola-Lennox aware of any alternatives to consolidated billing (or net crediting) that can achieve similar benefits for New Orleans to those discussed in her testimony? If so, please explain and produce any documents.

No.

ENO 2-21

Is Ms. Arreola-Lennox aware of the estimated costs for a Subscriber Organization to conduct its own billing to program participants in a dual billing model in New Orleans? If so, please explain and produce any documents.

Objection as this request is outside the scope of Ms. Arreola-Lennox's testimony. Notwithstanding this objection, it would be impossible for Ms. Arreola-Lennox to know this since she cannot know the systems or processes used by any SO planning to operate in this market.

ENO 2-22

Has Ms. Arreola-Lennox performed any analysis or estimate regarding the number of Subscribers for the community solar program in New Orleans? If so, please explain and produce any documents.

No..

ENO 2-23

Has Ms. Arreola-Lennox performed any analysis or estimate concerning the costs for ENO to implement and maintain consolidated billing for the community solar program in New Orleans? If so, please explain and produce any documents.

No.

ENO 2-24

Has Ms. Arreola-Lennox performed any analysis or estimate concerning the bill impacts to ENO's customers resulting from ENO's implementing and maintaining consolidated billing for the community solar program in New Orleans? If so, please explain and produce any documents.

No.

ENO 2-25

Has Ms. Arreola-Lennox performed any analysis or estimate concerning how the costs of implementing and maintaining consolidated billing for the community solar program in New Orleans would be allocated among ENO's customers? If so, please explain and produce any documents.

Objection as this request is outside the scope of Ms. Arreola-Lennox's engagement.

ENO 2-26

Does Ms. Arreola-Lennox contend that non-participating customers should bear any costs of a community solar program (including for consolidated billing)? If so, please explain the basis or rationale for that contention, and state how much non-participating customers should pay

Objection as this request is outside the scope of Ms. Arreola-Lennox's testimony.

Ms. Arreola-Lennox has not made any arguments regarding whether non-participating customers should bear any costs of the community solar program.

ENO 2-27

Has Ms. Arreola-Lennox performed any analysis or estimate of the expected annual revenues and expenses resulting from the Subscriber Organizations' participation in a community solar program in New Orleans? If so, please explain and produce any documents.

Objection as this is outside the scope of Ms. Arreola-Lennox's testimony in this proceeding.

ENO 2-28

Has Ms. Arreola-Lennox reviewed any investment proposals or business plans that Subscriber Organizations have prepared in connection with their planned participation in a community solar program in New Orleans? If so, please explain and produce any documents.

No, she has never reviewed any Subscriber Organization's proposal or business plan related to participation in the New Orleans community solar program.

ENO 2-29

Does Ms. Arreola-Lennox have any opinions on what protections the Council should provide ENO (and its customers) to address any losses or damage to its existing systems that result from implementation or attempted implementation of a consolidated billing program? If so, please explain and produce any documents.

No, this is outside the scope of her engagement in this proceeding.

ENO 2-30

Does Ms. Arreola-Lennox have any opinions on what protections the Council should provide to ensure that utility consolidated billing does not increase delayed or partial payments by subscribing customers? If so, please explain and produce any documents.

No protections are needed beyond whatever protections ENO already has to address delays in payments or partial payments from any other ENO customer. Any customer participating in net crediting will owe the utility less than they would have if they were not a subscriber; therefore, any risk of non-payment or partial payment is actually reduced.

**BEFORE THE
COUNCIL OF THE CITY OF NEW ORLEANS**

**IN RE: RESOLUTION AND ORDER)
RELATED TO MADISON ENERGY)
INVESTMENTS, INC. MOTION TO)
AMEND COMMUNITY SOLAR RULES)**

DOCKET NO. UD-18-03

REBUTTAL TESTIMONY

OF

STEPHEN B. WEMPLE

ON BEHALF OF

ENTERGY NEW ORLEANS, LLC

APRIL 2026

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Exhibit SBW-5	Advisors Response to ENO 2-1

1 **I. INTRODUCTION**

2 Q1. HAVE YOU TESTIFIED BEFORE IN THIS PROCEEDING?

3 A. Yes. On January 16, 2026, I submitted direct testimony to the Council of the City of New
4 Orleans (“Council”) on behalf of Entergy New Orleans, LLC (“ENO” or the “Company”).

5
6 Q2. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

7 A. The purpose of my rebuttal testimony is to respond to certain points raised in the direct
8 testimony of Ms. Georgina Arreola-Lennox on behalf of the Alliance for Affordable
9 Energy, Together New Orleans, and SunConnect Corporation (collectively, “AAE”)
10 submitted on February 13, 2026, and in the direct testimony of Mr. Victor Prep on behalf
11 of the Technical Advisors to the Council submitted on March 13, 2026, regarding the
12 Council’s consideration of consolidated billing in the context of the New Orleans
13 community solar program.¹

14
15 Q3. WHAT ARE YOUR CONCLUSIONS ON REBUTTAL?

16 A. Ms. Arreola-Lennox’s direct testimony takes a narrow view of the issues presented,
17 focusing only on benefits to Subscriber Organizations and participating customers, without
18 fully addressing broader impacts and detriments to ENO and its customer base as a whole.
19 I reached the following conclusions regarding Ms. Arreola-Lennox’s testimony:

¹ Simply because I do not address an argument or specific piece of testimony, it is not to be assumed that I agree or otherwise endorse that argument or specific piece of testimony.

- 1 1. Although Ms. Arreola-Lennox goes to great lengths to criticize dual billing, she
2 acknowledged in discovery that a community solar developer by which she was
3 employed successfully implemented dual billing and was able to manage customer care
4 functions effectively.
- 5 2. Ms. Arreola-Lennox's testimony does not account for the operational implications for
6 ENO. Consolidated billing as proposed would require ENO to prorate a community
7 solar participant's compensation for excess community solar energy and remit a portion
8 of that compensation to a Subscriber Organization. This proration would be a new
9 billing process for ENO.
- 10 3. Portions of Ms. Arreola-Lennox's testimony emphasize the general benefits of
11 community solar programs in the aggregate. While those benefits may be relevant at a
12 high level, they are not specific to the question before the Council. The question before
13 the Council is not whether to adopt a community solar program but whether to modify
14 its design to include consolidated billing, and the Council should not do so.
- 15 4. Ms. Arreola-Lennox's analysis of consolidated billing is incomplete and does not fully
16 evaluate implementation costs or scale considerations, nor does it quantify
17 corresponding benefits to ENO's broader customer base. These are important factors
18 for the Council to consider in assessing whether the proposed approach is reasonable.

19 As for Mr. Prep's direct testimony, it does not provide sufficient basis to support
20 the Council's requiring consolidated billing at this time. His assessment appears to
21 underestimate both the level of effort required for implementation and understates the
22 associated operational and financial risks to ENO and its customers. Additionally, Mr.

1 Prep's characterization of the state of the community solar program's development is an
2 overstatement relative to the record.

3 Considering that the New Orleans community solar program has not yet
4 commenced operations, for reasons previously addressed and herein, dual billing is the
5 appropriate billing methodology for the program at this stage. Requiring consolidated
6 billing for a utility like ENO at this juncture would be unprecedented and would introduce
7 additional complexity that could delay or disrupt program implementation.

8 **II. REBUTTAL OF MS. ARREOLA-LENNOX**

9 Q4. IN HER TESTIMONY, DOES MS. ARREOLA-LENNOX IDENTIFY ANY UTILITY
10 SIMILARLY SITUATED TO ENO THAT HAS INCLUDED CONSOLIDATED
11 BILLING AS PART OF ITS INITIAL COMMUNITY SOLAR IMPLEMENTATION?

12 A. No, she does not. Nor am I aware of any such utility.

13
14 Q5. ON PAGE 22 OF HER TESTIMONY, MS. ARREOLA-LENNOX STATES: "NET
15 CREDITING IS A PROVEN BILLING METHODOLOGY THAT HAS BEEN
16 SUCCESSFULLY IMPLEMENTED IN ESTABLISHED COMMUNITY SOLAR
17 MARKETS..." DOES MS. ARREOLA-LENNOX CONSIDER NEW ORLEANS AN
18 "ESTABLISHED COMMUNITY SOLAR MARKET"?

19 A. No, she does not. Ms. Arreola-Lennox admitted that New Orleans is *not* an "established
20 community solar market" because "it has no operational community solar projects."² Thus,
21 using her own logic, and as ENO witnesses have explained, dual billing – not consolidated

² AAE Response to ENO 2-19(b), attached as Exhibit SBW-1.

1 billing – should be implemented considering the early stages of the New Orleans
2 community solar program.

3

4 Q6. DOES MS. ARREOLA-LENNOX HAVE EXPERIENCE WITH DUAL BILLING?

5 A. Yes. Despite her opposition to dual billing for the New Orleans community solar program,
6 Ms. Arreola-Lennox was an employee of a community solar developer that was able to
7 successfully implement dual billing in the two states in which the developer operated.³ The
8 community solar developer adopted measures to reduce or avoid customer confusion; the
9 developer had telephone customer support agents that helped customers reconcile their
10 credits, although such calls were time consuming. She stated the community solar
11 developer worked with the utility on additional data exchanges.

12

13 Q7. ON PAGE 9 OF HER TESTIMONY, MS. ARREOLA-LENNOX CONTENDS THAT
14 THE ENO TESTIMONY “APPEARS TO CONFLATE NEW CREDITING WITH UCB
15 WITH PRORATED CUSTOMER PAYMENTS.” HOW DO YOU RESPOND?

16 A. Ms. Arreola-Lennox is mistaken. As explained extensively in my direct testimony and in
17 Melissa Lejeune’s affidavit, the proposed net crediting through consolidated billing would
18 in fact prorate the Subscriber’s bill credit and result in a higher customer bill than would
19 result under the dual billing model that the Council has already approved. The consolidated
20 billing model proposed in this docket would require the Company to withhold a portion of

³ AAE Response to ENO 2-35, attached as Exhibit SBW-2.

1 the Subscribers' bill credits to pay for the subscription charges that the Subscriber
2 Organization would otherwise have to collect from their customers, the Subscribers.⁴

3 This arrangement is confirmed by the Report of the Advisors Regarding
4 Consolidated Billing for the Community Solar Program ("Advisors Report") submitted on
5 October 24, 2025, which states that "[i]f the Council were to require ENO to implement
6 consolidated billing, it would simply be requiring ENO to provide a service to its customers
7 who choose to subscribe to the community solar program, to allow those customers to pay
8 their subscription fee to the Subscriber Organization through their ENO bill."⁵ The net
9 result is that under consolidated billing, the Subscribers will receive a larger bill from ENO
10 than they would have under the currently approved dual billing model.

11 Moreover, in response to ENO 2-11, Ms. Arreola-Lennox confirmed that "under a
12 utility consolidated billing model, the utility makes a payment to the subscriber
13 organization," which effectively reduces the bill credit the subscribing customer would
14 otherwise receive.⁶

15
16 Q8. WOULD THIS PRORATION REQUIRE ENO TO IMPLEMENT A NEW BILLING
17 PROCESS?

18 A. Yes, it would require the Company to implement a new billing process, as discussed by
19 Ms. Lejeune in her affidavit, although Ms. Arreola-Lennox downplays the significance of

⁴ See Wemple Direct Testimony, p. 9 ("under UCB, the utility acts as the collector of subscription fees for the Subscriber Organization"); Lejeune Affidavit, p. 2 ("Under this arrangement, the Subscriber Organization is compensated by receiving a portion of the value of the Subscriber's bill credit, which the utility withholds and remits directly to the Subscriber Organization.").

⁵ Advisors Report, p. 28.

⁶ AAE Response to ENO 2-11, attached as Exhibit SBW-3.

1 that requirement. The new billing process would include communicating with the
2 Subscriber Organizations to receive Subscriber-specific data about the application of the
3 proration, and, as discussed in Ms. Lejeune’s affidavit, will take time and require Company
4 expenditures to implement.

5
6 Q9. DO YOU AGREE WITH MS. ARREOLA-LENNOX’S TESTIMONY ON PAGE 9 THAT
7 CONSOLIDATED BILLING “DOES NOT CHANGE THE SUPPLIER RELATIONSHIP
8 BETWEEN THE CUSTOMER AND ENO”?

9 A. No, I do not. Consolidated billing would put ENO in the position of fielding calls from
10 Subscribers about their bill credits based on agreed-upon terms between the Subscriber
11 Organization and the Subscribers under contracts to which ENO is not a party. As I
12 explained in my direct testimony, under consolidated billing, ENO – not the Subscriber
13 Organizations – assumes the customer care functions associated with billing and
14 collections for the community solar service. Moreover, Ms. Arreola-Lennox’s assumption
15 that consolidated billing will decrease all customer calls regarding the community solar
16 program is not realistic. In fact, Mr. Prep testified that there will “likely” be a level of
17 customer telephone calls regardless of the billing model because the community solar
18 program’s credit formula provides for fluctuating credits.⁷

19

⁷ Prep Direct Testimony, p. 16.

1 Q10. ON PAGES 10-12 OF HER TESTIMONY, MS. ARREOLA-LENNOX CLAIMS THAT
2 CONSOLIDATED BILLING WILL PROVIDE BENEFITS TO SUBSCRIBERS, THE
3 UTILITY, AND THE BROADER MARKET BECAUSE IT “REDUCES THE AMOUNT
4 OWED TO THE ELECTRIC UTILITY.” DO YOU AGREE?

5 A. No, I do not. As discussed above, under consolidated billing, the Subscriber’s bill credit
6 is reduced, and, as a result, the resulting utility bill will be higher than under dual billing.
7 In turn, the higher utility bill would likely increase the risk of non-payment to the
8 Company, not decrease it as Ms. Arreola-Lennox contends. As a result, her conclusion
9 that “Net crediting benefits not only subscribers, but also utilities and the broader market,”⁸
10 is flawed. Thus, the customer’s obligation to the Company is not lower, and the risk of
11 non-payment and disconnections is greater, using Ms. Arreola-Lennox's own logic. Ms.
12 Arreola-Lennox wrongly conflates the presumed benefits of consolidated billing, which
13 are unlikely to be realized, with the benefits of community solar.

14

15 Q11. DOES MS. ARREOLA-LENNOX IDENTIFY ANY OTHER BENEFICIARIES OF
16 CONSOLIDATED BILLING IN HER TESTIMONY?

17 A. Yes, Ms. Arreola-Lennox indicates that consolidated billing will benefit Subscriber
18 Organizations and project owners because, she claims, “When project owners are paid
19 through a settlement mechanism tied to utility billing credits, collection risk is reduced.
20 That improved revenue certainty lowers financing risk, reduces the cost of capital, and
21 supports investment in additional community solar projects.”⁹ I agree with Ms. Arreola-

⁸ Arreola-Lennox Testimony, p. 12.

⁹ Arreola-Lennox Testimony, p. 13.

1 Lennox that Subscriber Organizations and project owners are the primary beneficiaries of
2 consolidated billing, which enables them to avoid the billing and collection costs (including
3 system implementation and maintenance costs) associated with a traditional community
4 solar subscription model. Instead, ENO would be burdened by the implementation of
5 consolidated billing, and non-participating customers would not experience any benefits.

6 In fact, the lack of benefits from consolidated billing is the subject of a May 2023
7 report from the National Association of State Energy Officials, which stated that, with
8 consolidated billing, “there continues to be a need for significant policy attention to protect
9 customers and create a positive, cost-saving experience for community solar subscribers.
10 Several challenges may arise in implementing consolidated billing....While consolidated
11 billing can help reduce administrative costs related to subscriber payments and
12 management, these savings may be minimal in size and could even be offset by increased
13 utility fees, so it is not guaranteed that consolidated billing requirements lead to material
14 savings for community solar providers or subscribers compared to dual billing
15 arrangements.”¹⁰

16 Thus, it will not be easy or inexpensive to implement consolidated billing, and,
17 given the relatively small service territory, it is not cost effective for ENO and its customers
18 to pursue consolidated billing.
19

¹⁰www.naseo.org/data/sites/1/documents/publications/Community%20Solar%20Consolidated%20Billing%20Final%5B85%5D.pdf, pp. 10-11.

1 Q12. ON PAGE 16 OF HER TESTIMONY, MS. ARREOLA-LENNOX CLAIMS THAT
2 “OPERATING IN AN OPEN RETAIL MARKET DOES NOT INHERENTLY IMPLY AN
3 IMPLEMENTATION OR COST ADVANTAGE” FOR UTILITIES TO IMPLEMENT
4 CONSOLIDATED BILLING. DO YOU AGREE?

5 A. No, I do not. As I stated in my direct testimony, the majority of utilities with community
6 solar programs operating in a consolidated billing model have a fully competitive retail
7 market. The New Orleans market does not. Thus, consolidated billing is not the norm,
8 especially among states without competitive retail markets, and would impose a
9 disproportionate amount of costs on a utility like ENO given its lack of size and experience
10 with competitive retail markets.

11
12 Q13. MS. ARREOLA-LENNOX CITES XCEL ENERGY IN MINNESOTA AS RELEVANT
13 TO ENO POTENTIALLY IMPLEMENTING CONSOLIDATED BILLING IN NEW
14 ORLEANS. DO YOU AGREE?

15 A. No, I do not. As background, Minnesota first required its electric utilities to implement
16 community solar programs in 2013. When Xcel was required to implement consolidated
17 billing in response to legislation passed in 2023, it already had a decade of experience with
18 community solar projects under a traditional dual billing model. In contrast, the New
19 Orleans community solar program is in its infancy, with the first project still to be
20 completed. This important distinction is appropriately acknowledged by Ms. Arreola-
21 Lennox when, in response to ENO 2-19, she characterizes Minnesota as an “established”
22 community solar market in contrast with New Orleans that “has no operational community
23 solar projects” Thus, Xcel Energy’s experience in Minnesota is not relevant here. By the

1 same token, New York had an established dual billing community solar market before
2 embarking on consolidated billing; Ms. Arreola-Lennox also acknowledged in response to
3 ENO 2-19 that “when New York first approved Net Crediting,” it already had “about 35
4 operational [community solar] projects.” As discussed, there are no operational projects
5 in New Orleans.¹¹

6
7 Q14. ARE ENO’S ESTIMATED IMPLEMENTATION COSTS FOR CONSOLIDATED
8 BILLING IN LINE WITH THOSE OF OTHER UTILITIES?

9 A. Yes, ENO’s estimated costs, as discussed in Ms. Lejeune’s affidavit, are in line with other
10 utility implementation costs reported by NREL. For example, the New York utilities
11 ranged from \$1 million to as high as \$10 million, and Oregon projected a combined cost
12 of \$1 million to \$3 million for a third party intermediary software platform and another
13 \$1.4 million for Portland General Electric.¹²

14
15 Q15. DO YOU HAVE ANY OTHER COMMENTS REGARDING MS. ARREOLA-
16 LENNOX’S TESTIMONY?

17 A. Yes. She mentions the Smart 3.0 program in Massachusetts, but I would not characterize
18 it as a consolidated billing program. Under Smart 3.0, the utility, rather than the Subscriber
19 Organization, selects low income customers to receive bill credits. The utility also selects
20 the Subscriber Organizations through a competitive solicitation that allows the Subscriber

¹¹ AAE Response to ENO 2-19, attached as Exhibit SBW-4.

¹² See NREL’s Community Solar Consolidated Billing: An Exploration of Implementation and Alternatives, p. 9 (December 2024): <https://docs.nrel.gov/docs/fy25osti/90867.pdf>

1 Organizations to elect how much of their output is dedicated to the program. Assuming the
2 Subscriber Organization elects to sell their full output, they do not have any relationship
3 with the customer and do not incur any customer acquisition or customer care costs.

4 Similarly, PEPCO DC has a Solar for Limited Income Customers program that
5 operates in a similar fashion, where low-income customers receive bill credits pursuant to
6 a regulator-approved tariff without having to pay any subscription charges. Likewise, New
7 York utilities have a comparable program called Solar for All where the competitive
8 solicitation for suppliers is conducted by NYSERDA. In addition, the Imperial Irrigation
9 District (IID) in Southern California distributes the energy from a 30 MW solar plant to
10 upwards of 12,000 customers that qualify for energy assistance. Under these programs,
11 which are typically called a subscriberless model, there is no contractual relationship
12 between the Subscriber Organization and the low income customer.

13 Contrary to Ms. Arreola-Lennox's suggestion in her testimony, these subscriberless
14 programs can be implemented without consolidated billing as illustrated by PEPCO DC
15 and IID.

16 **III. REBUTTAL OF MR. PREP**

17 Q16. ON PAGES 3 AND 4 OF HIS DIRECT TESTIMONY, MR. PREP DISCUSSES THE
18 STATE OF THE COMMUNITY SOLAR PROGRAM IN NEW ORLEANS. HOW DO
19 YOU RESPOND?

20 A. While Mr. Prep is correct that the Council initiated Docket No. UD-18-03 eight years ago
21 to consider community solar, no Subscriber Organization projects are operating, and no
22 Subscribers are receiving credits today. In addition, the Council is considering the

1 appropriate billing methodology for the community solar program, and recently issued a
2 scheduling order to consider the issue. Therefore, the New Orleans community solar
3 program is in its infancy. No stakeholders in this proceeding have any experience operating
4 community solar projects or providing bill credits to Subscribers in the New Orleans
5 market.

6
7 Q17. HOW DOES MR. PREP'S ASSESSMENT OF THE STATE OF THE NEW ORLEANS
8 COMMUNITY SOLAR PROGRAM COMPARE TO MS. ARREOLA-LENNOX'S
9 ASSESSMENT?

10 A. His assessment is different than hers. Contrary to Mr. Prep, as indicated in her response to
11 ENO 2-19 and as I discussed above, Ms. Arreola-Lennox does not consider New Orleans
12 to have an established community solar market.

13
14 Q18. DOES MR. PREP INDICATE WHETHER THERE HAS BEEN INTEREST ON THE
15 PART OF SUBSCRIBER ORGANIZATIONS TO PARTICIPATE IN THE COMMUNITY
16 SOLAR PROGRAM AS APPROVED BY THE COUNCIL?

17 A. Yes. This indicates that the Council's approved community solar rules, which only provide
18 for dual billing, are sufficient to attract investment from community solar developers and
19 Subscriber Organizations, and consolidated billing is an unnecessary step to implement the
20 program. On page 9 of his direct testimony, Mr. Prep notes that there are enough projects
21 in the Application and Construction Queues to more than fully meet the MW limits that
22 the Council has established with a sizable waitlist. In addition, Mr. Prep goes on to say
23 "that CSG projects should advance through the Queues to operational status without

1 significant delays, another reason to believe that CSG projects achieving operational status
2 will increase over time.”¹³ This is further confirmed by the Advisors’ response to ENO 2-
3 1, which states that “CSG projects in the Queues will likely proceed, absent a significant
4 shift due to other factors, regardless of whether the Council approves consolidated
5 billing.”¹⁴

6
7 Q19. ON PAGE 12 OF HIS TESTIMONY, MR. PREP STATES THAT “IN THE VERY
8 UNLIKELY EVENT THE COMMUNITY SOLAR PROGRAM FAILS ENTIRELY, ENO
9 CAN SEEK COST RECOVERY FROM RATEPAYERS.” HOW DO YOU RESPOND?

10 A. As discussed by other Company witnesses and me, the proposal for ENO to provide
11 consolidated billing would introduce significant implementation costs. There is no
12 guarantee under the current or proposed community solar rules that Subscriber
13 Organizations would bear all of the incremental costs of the community solar program,
14 including implementation of consolidated billing. As Mr. Prep acknowledges, to the extent
15 ENO cannot collect costs from Subscriber Organizations (whether due to insolvency or
16 otherwise), ENO would have to separately petition the Council for recovery from
17 customers. This means that all of ENO’s customers are at risk for the incremental costs
18 associated with the New Orleans community solar program, including the incremental cost
19 for consolidated billing. In practical terms, this means that the backstop for financial risk
20 of the program would not remain with Subscriber Organizations but would instead be borne
21 by ENO’s customers. Having said that, there is no guarantee that the Council ultimately

¹³ Prep Direct Testimony, p. 10.

¹⁴ Advisors Response to ENO 2-1, attached as Ex. SBW-5.

1 would allow ENO to actually recover all of the program costs from customers in the event
2 the Subscriber Organizations do not or cannot pay them, which would leave ENO itself
3 bearing the costs.

4
5 Q20. ON PAGE 15, MR. PREP INDICATES THAT “THE CURRENT CSG RULES (VI.B.(3))
6 STATE THAT A SUBSCRIBER ORGANIZATION SHALL PROVIDE SUBSCRIPTION
7 INFORMATION FOR EACH SUBSCRIBER INCLUDING A COPY OF THE
8 CONTRACT, RATES, FEES, AND TERMS AND CONDITIONS TO THE COUNCIL
9 UPON REQUEST.” IS THAT SUFFICIENT TO ADDRESS YOUR CONCERNS THAT
10 THE COMPANY AND THE COUNCIL ARE NOT PRIVY TO THE TERMS OF THE
11 SUBSCRIBER ORGANIZATION’S CONTRACTS?

12 A. No, it is not. While the Council has the ability to request the information, it will not have
13 that information unless and until it affirmatively makes such a request. As a result, I do not
14 believe the Council will be in a position to readily verify whether a Subscriber Organization
15 is correctly specifying the savings rate a Subscriber should receive. Furthermore, ENO
16 will not have access to that contractual information so the Company’s call center
17 representative, who will have to directly interact with the Subscriber customers and field
18 questions about how their bills were calculated, will not be able to verify if the reduced bill
19 credits are consistent with the contract they have entered into with the Subscriber
20 Organization.

21

1 Q21. DO YOU AGREE WITH MR. PREP’S ASSERTION ON PAGE 17 OF HIS TESTIMONY
2 THAT “THERE SHOULD BE MINIMAL CONCERN FOR THE COUNCIL TO
3 CONSIDER CONSOLIDATED BILLING WITH ENO AS A VERTICALLY
4 INTEGRATED UTILITY”?

5 A. No, I do not. As I indicated in my direct testimony, utilities operating with competitive
6 retail electricity markets have “access to a billing process and billing system designed to
7 manage the pass-through of third-party generation charges as would occur with UCB. This
8 system can then be leveraged for community solar programs.”¹⁵ This is confirmed by the
9 2025 NREL report indicating that “[s]tates with competitive retail choice markets are more
10 likely to be better prepared for consolidated billing.”¹⁶

11 While Mr. Prep cites four vertically integrated states, Alaska, Minnesota, Oregon
12 and Vermont, as having consolidated billing, he fails to acknowledge that at least three of
13 them have mature community solar markets, with Minnesota and Vermont having enabling
14 community solar legislation since 2013 and Oregon since 2016. Given the fact that not a
15 single community solar project has started operating in New Orleans and ENO’s relatively
16 small customer base, a simpler, more cost-effective implementation of community solar
17 without consolidating billing is more appropriate.

18

19 Q22. DOES THIS CONCLUDE YOUR TESTIMONY?

20 A. Yes, at this time.

21

¹⁵ Wemple Direct Testimony, p.16.

¹⁶ See <https://docs.nrel.gov/docs/fy25osti/90867.pdf>, p. 6.

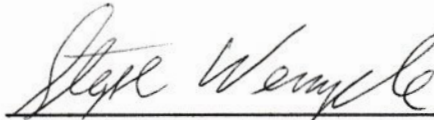
AFFIDAVIT

STATE OF NEW YORK

COUNTY OF NEW YORK

NOW BEFORE ME, the undersigned authority, personally came and appeared, **STEPHEN WEMPLE**, who after being duly sworn by me, did depose and say:

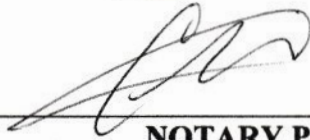
That the above and foregoing is his sworn testimony in this proceeding and that he knows the contents thereof, that the same are true as stated, except as to matters and things, if any, stated on information and belief, and that as to those matters and things, he verily believes them to be true.



STEPHEN WEMPLE

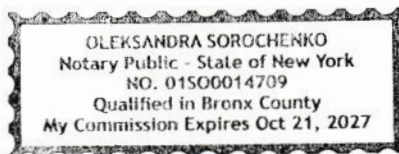
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 2 DAY OF APRIL 2026



NOTARY PUBLIC

My commission expires: 10/21/2024



- a. Provide any and all reports, analyses, or other documents that support the claim that “traditional community solar programs” provide benefits to “households just above [assistance] income thresholds”

Ms. Arreola-Lennox did not rely on reports or analysis on the impacts of community solar to describe alternatives for delivering benefits. Community solar programs that do not limit participation or benefits to only income-qualified customers can provide benefits to anyone below or above the income eligibility threshold of income-restricted programs. Based on Ms. Arreola-Lennox’s personal experience, many early subscribers in Minnesota were older residents on fixed incomes who did not fit the definition of “low-income” but who nevertheless lived on restricted means and greatly benefitted from lowering their electricity costs 10-15% (a common discount rate in that market at the time).

ENO 2-19

On page 22 of Ms. Arreola-Lennox’s testimony, she states: “Net crediting is a proven billing methodology that has been successfully implemented in established community solar markets and repeatedly approved by regulators....”

- a. Provide a list of “established community solar markets” in which net crediting has been “successfully implemented.”

New York and Minnesota fit this description. Ms. Arreola-Lennox refers to these programs as “established” because they have been in operation for many years and a large number of projects or megawatts have been deployed. Ms. Arreola-Lennox would also include Illinois in this category.

It is important to note that when New York first approved Net Crediting, it was just transitioning to the Value of Distributed Energy Resources Framework and only had about 35 operational projects, so while today it has hundreds of community solar projects operating, when this billing change was approved it was not yet what Ms. Arreola-Lennox would define as “established”. Nevertheless, she contends that because it adopted this framework early on, it made it possible for this sector to grow from a few hundred MWs to exceeding its 6GW goal of community solar ahead of the targets set by the state.

- b. Does Ms. Arreola-Lennox consider New Orleans an “established community solar

market”?

No. it has no operational community solar projects.

- c. Provide a list of regulators that have approved net crediting in the context of community solar. Within that list, please note the regulators that have required net crediting for unestablished community solar programs that are administered by vertically-integrated rate-regulated utilities.

Ms. Arreola-Lennox believes that, based on when net crediting was approved, New York, New Jersey, Maryland, and Oregon fall into the category of emerging, rather than established, community solar markets, where regulators required utilities to implement consolidated billing. These markets had very few projects or Megawatts in operation and the community solar programs were pilot programs. New Jersey and Maryland both adopted net crediting when they announced the launch of a permanent program. These states solicited information on best practices and lessons learned, including about consolidated billing from New York and decided to require net crediting when establishing permanent programs to spur development - this was the rationale given by both states.

In New Jersey, the Board of Public Utilities (BPU) approved net crediting as a permanent program feature. In Maryland the legislature codified utility consolidated billing into statute via HB908 in 2023, and net crediting was selected by the Public Service Commission, as the methodology to implement UCB in Maryland. In Illinois the legislature approved utility consolidated billing, and later the legislature instituted a legislative fix to require net crediting changing the existing prorated customer payment model used between 2024 and 2025. This was accomplished through the Clean and Reliable Grid Affordability (CRGA) SB25. UCB for community solar was approved in Colorado through Senate Bill 24-207.

Since Maryland and New Jersey approved expanded programs with improved community solar rules, including features like net crediting, development interests have increased markedly. In Maryland, since 2023 the number of projects that have submitted applications increased fivefold to over 2,000MW², and New Jersey today has over 690 MW³ of capacity in its pipeline, and additionally, starting on March 6, 2026 a new walk-up program with 3,000 additional MWs of capacity is available.

² Net Energy Metering in the State of Maryland. Public Utilities Article §7-306(j). Public Service Utility. November 2025

³ New Jersey Clean Energy Program Solar Activity Report as of January 31, 2026.

<https://cleanenergy.nj.gov/resources/solar-activity-reports>

- a. Has Ms. Arreola-Lennox performed any analysis or estimate concerning how participating and non-participating customers may be impacted “should projects of Subscriber Organizations not materialize, Subscriber Organizations become bankrupt, and/or Subscribers default on subscription payments”? If so, please explain and produce any documents.

Objection as this request is outside the scope of Ms. Arreola-Lennox’s testimony in this proceeding.

ENO 2-35

Please refer to Ms. Arreola-Lennox’s Direct Testimony at page 3(31-35).

- a. What is the current name and business address of the community solar developer?

BlueWave Solar LLC (at the time), currently known as BlueWave Energy, Inc.

- b. Did the community solar developer enter the Massachusetts and Minnesota markets with the technology, processes, and employees necessary to implement dual billing successfully?

BlueWave’s Community Solar servicing arm had already entered the Massachusetts and Minnesota markets when Ms. Arreola-Lennox joined in 2018. They had been operating in Massachusetts for almost two years and had just started billing in Minnesota the month she joined. The systems, processes and staff in place allowed for the successful implementation of dual billing in these states. That said, the company continued to evolve its systems, operations, and staff over time to increase efficiency and scale as new markets were added and utility data exchange processes and feedback mechanisms evolved.

- c. Please describe in detail the technology, processes, and employees the community solar developer used to implement dual billing.

Objection as Ms. Arreola-Lennox does not retain details on the technology, processes, or employment details used to implement dual billing in these states in the ordinary course of her work. Even if she did retain such records, this would be proprietary information that she would be unable to provide.

- d. Please describe in detail what measures the community solar developer or Ms. Arreola Lennox took to address “customer confusion.” Did the measures mitigate “customer confusion”? If not, why not?

These are some measures implemented to reduce or avoid customer confusion:

- *Enrollment & marketing materials included a description of the dual-billing structure with graphics showing both bills and explaining the time delay between when credits would appear on the customer's bill and when the bill from the subscriber organization would be issued.*
- *The dual billing structure was also outlined in the customer contract.*
- *Following customer enrollment, customers would receive a phone call to verify that they understood key elements of the subscription, including the fact that they would receive two-bills. If needed, this was an opportunity to re-educate them.*
- *The customer journey included several touch points that reiterated how community solar worked.*
- *When a customer received their first bill they would receive an insert that showed for their particular utility territory exactly where they could find their community solar credits.*
- *In addition the website and customer portal included FAQs and videos*

All of these measures helped, but despite numerous communications and ample education, it was common to receive phone calls from customers who either no longer expected to have to pay a utility bill or who were confused when they received their community solar subscription bill.

- e. Please describe in detail what measures the community solar developer or Ms. Arreola Lennox took to address “reconciliation challenges.” Did the measures mitigate “reconciliation challenges”? If not, why not?

The following are measures used to address reconciliation challenges:

- *If the utility provided data about when credits were applied on a customer's bill that information was included in the bill provided by the subscriber organization. This information was not provided in Massachusetts so only an estimate could be provided.*
- *When a customer called with an inquiry, customer support agents would ask the customer to provide copies of their utility bills so they could help match up their utility bills with the subscriber organization bills. If needed a summary of credit allocations with dates applied and dates billed was created to help the customer track credits and charges. This was helpful but it was very time consuming and often required numerous exchanges. If a customer was unable to provide copies of their utility bills this reconciliation was not possible as the company did not have access to this billing info from the utility.*
- *Beyond addressing individual customer inquiries, we worked with the EDCs to provide suggestions on additional data that could be provided in order to avoid confusion and reconciliation problems such as providing information on the exact date when credits were applied on a customer's bill as well as providing reporting on any credits rolled over for application in future months. This data made it possible to perform quality control tests to ensure the utility did not err in applying credits to customer's bills and detect delays to communicate proactively with customers. These measures were useful when adopted by EDCs.*

f. Has the community solar developer ever been found to have violated any rules or obligations with respect to its operations in Massachusetts and Minnesota?

Ms. Arreola-Lennox is not aware of any violations with respect to operations in either state.

ENO 2-36

Does Ms. Arreola-Lennox believe that participation in the community solar program in the City of New Orleans should be limited to moderate- and low-income customers only?

Objection as this request is outside the scope of Ms. Arreola-Lennox's testimony.

a. What is Ms. Arreola-Lennox's definition of a moderate-income customer?

Ms. Arreola-Lennox's definition is based on federal guidelines set by the Department of Housing and Urban Development (HUD), which sets income limits that determine income eligibility for assisted

for a utility to process credits and apply them on customer bills, and to provide reporting to the SO, and to turn the processing time the SO is required to cure any data errors and provide bills to subscribers.

ENO 2-11

On page 10 of Ms. Arreola-Lennox's testimony, she states that consolidated billing "reduces what is owed to the utility without requiring a separate payment to a third party."

a. Please confirm that under a purchase of receivables (POR) model, the utility makes payment to the third-party retail energy supply provider. If you do not confirm, please explain.

It is Ms. Arreola-Lennox's understanding that, under POR, a utility is required to make a payment to a third-party retail energy supplier. This is covered in her testimony on page 10 lines 41-42 and page 11 lines 1-4.

b. Please confirm that under a utility consolidated billing (UCB) model, the utility makes payment to the Subscriber Organization (SO). If you do not confirm, please explain.

Yes, under a utility consolidated billing model, the utility makes a payment to the subscriber organization. However, depending on the implementation method chosen for UCB per the program rules, payments to a Subscriber Organization may or may not be guaranteed and may depend on customer collections.

c. Please confirm that under a POR model and under a UCB model, the customer does not pay the third-party retail energy supply provider or the SO. If you do not confirm, please explain.

Reiterating the responses provided in sections (a) and (b) of this question, POR is a mechanism that can be used to implement utility consolidated billing (UCB) and while under POR a customer does not pay a retail energy provider or an SO if a UCB model bases payments to a retail provider or an SO based on pro-rated customer payments, if the utility does not collect in full any amounts listed on the utility bill, program rules may allow a retail energy provider or SO to separately bill a customer after a specified period of time after the utility has stopped attempting to collect on behalf of the retail energy provider or SO.

- a. Provide any and all reports, analyses, or other documents that support the claim that “traditional community solar programs” provide benefits to “households just above [assistance] income thresholds”

Ms. Arreola-Lennox did not rely on reports or analysis on the impacts of community solar to describe alternatives for delivering benefits. Community solar programs that do not limit participation or benefits to only income-qualified customers can provide benefits to anyone below or above the income eligibility threshold of income-restricted programs. Based on Ms. Arreola-Lennox’s personal experience, many early subscribers in Minnesota were older residents on fixed incomes who did not fit the definition of “low-income” but who nevertheless lived on restricted means and greatly benefitted from lowering their electricity costs 10-15% (a common discount rate in that market at the time).

ENO 2-19

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It is important to note that when New York first approved Net Crediting, it was just transitioning to the Value of Distributed Energy Resources Framework and only had about 35 operational projects, so while today it has hundreds of community solar projects operating, when this billing change was approved it was not yet what Ms. Arreola-Lennox would define as “established”. Nevertheless, she contends that because it adopted this framework early on, it made it possible for this sector to grow from a few hundred MWs to exceeding its 6GW goal of community solar ahead of the targets set by the state.

- b. Does Ms. Arreola-Lennox consider New Orleans an “established community solar

market”?

No. it has no operational community solar projects.

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Ms. Arreola-Lennox believes that, based on when net crediting was approved, New York, New Jersey, Maryland, and Oregon fall into the category of emerging, rather than established, community solar markets, where regulators required utilities to implement consolidated billing. These markets had very few projects or Megawatts in operation and the community solar programs were pilot programs. New Jersey and Maryland both adopted net crediting when they announced the launch of a permanent program. These states solicited information on best practices and lessons learned, including about consolidated billing from New York and decided to require net crediting when establishing permanent programs to spur development - this was the rationale given by both states.

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³ New Jersey Clean Energy Program Solar Activity Report as of January 31, 2026.

<https://cleanenergy.nj.gov/resources/solar-activity-reports>

BEFORE THE
COUNCIL OF THE CITY OF NEW ORLEANS

IN RE: A RULEMAKING PROCEEDING)
TO ESTABLISH RULES FOR) **DOCKET NO. UD-18-03**
COMMUNITY SOLAR PROJECTS)

ADVISORS TO THE COUNCIL OF THE CITY OF NEW ORLEANS' RESPONSES TO
ENTERGY NEW ORLEANS, LLC'S SECOND SET OF REQUESTS FOR INFORMATION

The Advisors to the Council of the City of New Orleans hereby submit the following responses to Entergy New Orleans, LLC's Second Set of Requests for Information in the above captioned proceeding as follows:

ENO 2-1

On page 9, lines 5-7 of his testimony, Mr. Prep states: "The full Application and Construction Queues and waitlist with 5 MW projects indicate that the CSG project developers have or perceive business plans that support their CSG projects." Is it Mr. Prep's opinion that CSG projects in the Application and Construction Queues will proceed regardless of whether the Council approves consolidated billing to proceed? If not, please explain.

Response

CSG projects in the Queues will likely proceed, absent a significant shift due to other factors, regardless of whether the Council approves consolidated billing. The Application and Construction Queues have been at capacity since ENO informed CURO that the program capacity limit of 60 MW-AC was reached as of September 16, 2024, and 15 MW of CSG capacity is also currently in the Waitlist. ENO's CSG information indicates that of the 23 CSG projects completing an Application Review since January 18, 2024, only five CSG projects are no longer in the Queue. The CSG projects began submitting applications starting in January 2024 subsequent to a series of ten resolutions prior to 2024, including a November 2023 resolution approving a significant increase of the CSG per kWh credit rate for non-Low Income Subscribers to the full retail rate, and the CSG per kWh credit rate plus 2.0 cents/kWh for non-Low Income Subscribers.

CERTIFICATE OF SERVICE

Docket No. UD-18-03

I hereby certify that I have served the required number of copies of the foregoing pleading upon all other known parties of this proceeding individually and/or through their attorney of record or other duly designated individual, by: electronic mail, facsimile, hand delivery, and/or by depositing same with overnight mail carrier, or the United States Postal Service, postage prepaid.

Aisha Collier
Clerk of Council
Council of the City of New Orleans
City Hall, Room 1E09
1300 Perdido Street
New Orleans, LA 70112

Erin Spears, Chief of Staff
Bobbie Mason
Christopher Roberts
Byron Minor
Candace Carmouche
Jared Reese
Tyrienne Varnado
Council Utilities Regulatory Office
City of New Orleans
City Hall, Room 6E07
1300 Perdido Street
New Orleans, LA 70112

Krystal D. Hendon
CM Moreno Chief of Staff
1300 Perdido Street, Room 2W50
New Orleans, LA 70112

Sherae M. Hunter, CM McCarron Chief-of-Staff
Razan Badr, Community Engagement Director
LeeAnn Moss, Policy Director
City Hall, Room 2W80
1300 Perdido Street
New Orleans, LA 70112

Courtney Fleming, CM Willard Chief-of-Staff
Erin Hansen, Policy Director
1300 Perdido St. Rm. 2W40
New Orleans, LA. 70112

Dominique Lang Jackson, CM Harris Director of Governmental & Legislative Affairs
Matthew C. Schoenberger, Director of Community Engagement
1300 Perdido St. Rm. 2W10
New Orleans, LA. 70112

Sandra G. Thomas, CM Green Chief-of-Staff
1300 Perdido St. Rm. 2W20
New Orleans, LA. 70112

Justyn Hawkins
Chief of Staff
New Orleans City Council
City Hall, Room 1E06
1300 Perdido Street
New Orleans, LA 70112

Norman White
Department of Finance
City Hall, Room 3E06
1300 Perdido Street
New Orleans, LA 70112

Charline K. Gipson
Tanya L. Irvin
Chief Deputy City Attorney
City Attorney Office
City Hall, Room 5th Floor
1300 Perdido Street
New Orleans, LA 70112

Anna Nguyen
External Affairs Administrator
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112

Meagan Williams
Office of Resilience & Sustainability
1300 Perdido Street, Suite 8E08
New Orleans, LA 70112

Hon. Jeffery S. Gulin
3203 Bridle Ridge Lane
Lutherville, MD 21093

Basile J. Uddo, Esq.
J.A. "Jay" Beatmann, Jr.
c/o Dentons US LLP
The Poydras Center
650 Poydras Street, Suite 2850
New Orleans, LA 70130-6132

Joseph W. Rogers
Victor M. Prep
Legend Consulting Group
6041 South Syracuse Way, Suite 105
Greenwood Village, CO 80111

Clinton A. Vince, Esq.
Presley R. Reed, Jr., Esq.
Emma F. Hand, Esq.
Dee McGill
Dentons US LLP
1900 K Street NW
Washington, DC 20006

Vincent Avocato
Entergy New Orleans, LLC
2107 Research Forest Drive, T-LFN-4
The Woodlands, TX 77380

Leroy Nix
VP, Regulatory Affairs
Entergy New Orleans, LLC
Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Polly Rosemond
Kevin T. Boleware
D'Angela Savoie
Keith Wood
Derek Mills
Ross Thevenot
Greg Crisler
Entergy New Orleans, LLC
Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Deanna Rodriguez
President and Chief Executive Officer
Entergy New Orleans, LLC
Mail Unit L-MAG-505B
1600 Perdido Street
New Orleans, LA 70112

Joseph J. Romano, III
Tim Rapier
Entergy Services, LLC
Mail Unit L-ENT-3K
639 Loyola Avenue
New Orleans, LA 70113

Courtney Nicholson
Heather Silbernagel
Regina Bartholomew-Woods
Edward R. Wicker, Jr.
Linda Prisuta
Jessica Coolidge
Entergy Services, LLC
Mail Unit L-ENT-26E
639 Loyola Avenue
New Orleans, LA 70113

Andy Kowalczyk
350 New Orleans
1115 Congress St.
New Orleans, LA 70117

Katherine W. King
Randy Young
Kean Miller LLP
Air Products and Chemicals, Inc.
400 Convention Street, Suite 700
Post Office Box 3513
Baton Rouge, LA 70821

Renate Heurich
350 New Orleans
1407 Napoleon Avenue, Suite #C
New Orleans, LA 70115

Benjamin Quimby
350 New Orleans
1621 S. Rampart St.
New Orleans, LA 70113

Carrie Tournillon
Kean Miller LLP
Air Products and Chemicals, Inc.
900 Poydras Street, Suite 3600
New Orleans, LA 70112

Maurice Brubaker
Michael Weizman
Air Products and Chemicals, Inc.
16690 Swingly Ridge Road, Suite 140
Chesterfield, MO 63017

Jesse George
Logan Atkinson Burke
Sophie Zaken
Alliance for Affordable Energy
4505 S. Claiborne Avenue
New Orleans, LA 70125

Jeffery D. Cantin
Stephen Wright
Gulf States Renewable Energy Industries Assoc.
400 Poydras Street, Suite 900
New Orleans, LA 70130

Juliana Harless
Associate, Southeast Market
Madison Energy Investments
110 Green Street, Suite 901
New York, New York 10012

Myron Katz, PhD
ProRate Energy, Inc.
302 Walnut Street
New Orleans, LA 70118

Laurel Passera
Senior Director
Policy and Regulatory Affairs
Coalition For Community Solar Access
1380 Monroe Street, NW #721
Washington, DC 20010

Broderick Bagert
Abel Thompson
Nathalie Jordi
Together New Orleans
2721 S. Broad St.
New Orleans, LA 70125

Pierre D. Moses
127 Energy
952 School St. #127
Napa, CA 94559

Jackie Dadakis, CEO
Regina LaMacchia
Director of Development
Green Coast Enterprises
636 N. Carrollton Avenue
New Orleans, LA 70119

Andreanecia M. Morris, President
Greater New Orleans Housing Alliance
Brandon Hawkins
Deputy Director, Policy & Advocacy
4640 S. Carrollton Avenue, Ste. 160
New Orleans, LA 70119

Tom Guinan Jr.
Algiers Solar
3401 General DeGaulle Dr. Ste. 105
New Orleans, LA 70114

Gary Skulnik
Neighborhood Sun
CEO
636 N. Carrollton Avenue
New Orleans, LA 70119

Georgina Arreola
Perch Energy
Vice President of Policy
P.O. Box 170718
Boston MA, 02117

Jeff Cantin
Solar Alternatives
President
5804 River Oaks Road S.
New Orleans, LA 70123

Alex Pasanen
Solstice Power Technologies
Senior Policy Coordinator
186 Alewife Brook Pkwy
Cambridge, MA 02138-1121


Scott Oman
South Coast Solar
2605 Ridgelake Drive
Metairie, LA 70002

Maryem Gad
Working Power
No Address

Gary Kassem, Manager
Erica Buster, Vice President
SunConnect
3021 Airport Pulling Road, N. Suite 201
Naples, FL 34105

Julian Thomas
Carpe Diem Developers PR, LLC
151 Calle San Francisco
Suite #200 PMB 5014
San Juanm PR 0091-1607

New Orleans, Louisiana, this 3rd day of April 2026.



Edward R. Wicker, Jr.