



Leslie M. LaCoste
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Entergy Services, LLC
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January 16, 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 written testimony of ENO’s two fact witnesses: Melissa Lejeune and Sarah Marcus, as well as ENO’s expert witness Stephen Wemple. ENO submits this filing electronically and will submit the requisite original and number of hard copies 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 'Leslie LaCoste', written in a cursive style.

Leslie M. LaCoste

LML/hhs
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)
COMMUNITY SOLAR PROJECTS)**

DOCKET NO. UD-18-03

STATE OF LOUISIANA

PARISH OF ORLEANS

AFFIDAVIT OF MELISSA LEJEUNE

I, Melissa Lejeune, after being duly sworn, did make the following statements:

1. I am over 18 years of age, of sound mind, and otherwise competent to make the statements herein. The statements 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, I believe them to be true.
2. I was employed by Entergy Services, LLC (“ESL”) for 25 years. I retired from ESL on January 8, 2026. At the time of my retirement, I was Senior Manager, Customer Experience Initiatives for ESL. In that role, I managed projects, led execution, and leveraged technology in furtherance of customer and business initiatives for the Entergy Operating Companies, including Entergy New Orleans, LLC (“ENO” or the “Company”).
3. I understand that this docket before the Council of the City of New Orleans (“Council”) currently involves, among other things, consideration of whether the Council should modify its community solar rules to require implementation of a consolidated billing arrangement for the New Orleans community solar program.
4. I understand that, to date, the Council has not modified its community solar rules to require consolidated billing or otherwise defined or provided parameters for consolidated billing in this docket. The current community solar rules contemplate a traditional dual billing arrangement.

5. Company expert witness, Stephen Wemple, explains in his direct testimony that dual billing is an arrangement in which the utility bills the customer for regulated electric service, while a community solar developer separately bills the customer for any subscription or generation-related charges associated with the customer's participation in the community solar program.
6. My understanding of consolidated billing aligns with the description provided by Mr. Wemple.
7. I specifically understand that the issue before the Council is whether utility-consolidated billing should be adopted. As Mr. Wemple explains, utility-consolidated billing is a structure in which the utility embeds a Subscriber Organization's community solar charges and credits directly on the utility bill. 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. In effect, the utility's billing system is used to collect payment for a third-party's generation services.
8. ENO's existing billing system cannot accommodate utility-consolidated billing.
9. ENO's billing system, including its Information Technology ("IT") and business processes, would require significant modifications and costs to implement a utility-consolidated billing arrangement. Unlike the traditional dual billing arrangement, implementation of utility-consolidated billing would require ENO to re-engineer core billing functions to track Subscriber Organizations' subscriptions, apply non-tariffed (unregulated) charges, allocate partial bill credits, manage disputes over third-party products, and reconcile payments between customers and Subscriber Organizations. These functions are fundamentally different from regulated utility billing and introduce new operational, legal, and consumer-protection risks. In short, utility-consolidated billing is not an extension of existing utility capabilities – it is the addition of an entirely new commercial billing platform to be embedded within the utility's billing system.
10. On June 11, 2025, ENO submitted a letter to the Clerk of Council that provided, among other things, an initial estimate of certain costs potentially necessary to implement utility-consolidated billing. See Exhibit A.
11. I worked with the Company's IT integration partner to develop the initial estimate.
12. The initial estimate is a Class 5 estimate, which is a high-level, rough order of magnitude estimate. The initial estimate includes work to modify ENO's billing system (including IT coding and integration) and create interfaces for Subscriber Organizations and ENO to exchange information and data, as well as hiring additional employees.

13. The initial estimate reflects a cost of \$1.55M (with a range of +100% to -50%) for, among other things, technological and system upgrades and modifications.
14. The initial estimate was based on the Company's assumptions about the manner in which utility-consolidated billing might be implemented by the Council, including monthly processes (a) to calculate total bill credits for each Subscriber based on their pro rata share of the actual metering data from each community solar facility using the rates in Rider CSGF; (b) to split these total credits between the Subscriber and the Subscriber Organization using a guaranteed savings rate proportion prescribed by the Council; and (c) to render the Subscriber's portion on their electric bill as a credit and remit the Subscriber Organization's portion via a check.
15. Specific requirements must be defined by the Council for the Company to develop a final estimate of utility-consolidated billing implementation costs, such as the treatment of credits for Subscribers whose accounts are suspended for nonpayment.
16. Considering the absence of specific utility-consolidated billing requirements, ENO is not certain that it has identified each upgrade that its billing system would require to accommodate consolidated billing.
17. Any final estimate to implement utility-consolidated billing could fluctuate depending on the final rules and requirements that the Council establishes.
18. For example, it is unclear whether a full bill redesign would be required to implement utility-consolidated billing, and thus no such costs are included in the initial estimate. However, if the final rules approved by the Council introduce requirements necessitating a new bill design, that would increase the initial estimate.
19. Further, in its final rules, if the Council were to authorize Subscriber Organizations to unilaterally change, over time, the split of bill credits for each Subscriber or community solar facility without restrictions from the Council, that would add administrative complexity and increase the initial estimate. The magnitude of these complications depends on how many Subscriber Organizations participate and how often they make modifications.
20. ENO cannot know the precise timeline for implementation until it receives final rules from the Council. However, ENO currently estimates that it would require 14 months from the Council's ordering resolution, through a request for proposals, to finalize implementation requirements and costs and perform implementation.

21. The estimated timeline of 14 months is informed by the standard process that ENO and other Entergy Operating Companies utilize so that any billing, tariff, or other implementation is addressed from an end-to-end perspective considering technology, process, and resources.
22. The standard process begins with an initial intake session with key stakeholders whereby IT and the respective business function teams evaluate the level of effort and the respective systems and processes that will be impacted. Depending upon the level of effort, the Company may determine that it may need to issue a request for proposals to other vendors. If the Company needs to issue a request for proposals, a timeline could take additional months due to Supply Chain governance around the bid process.
23. Whether through the existing IT integrator or another vendor, the next phase is preparation of a technical requirements document which details the system requirements based on the approved rules, regulations, intent of the tariff, and/or schedule as may be applicable. Requirements continue to be refined through meetings with the Entergy Operating Company, IT, and respective billing functions, along with documenting assumptions made by both the business and the IT integrator. The requirements also include processes that need to be established, along with changes to bill presentment and any change management or customer engagement associated with the implementation. Requirements for any IT implementation must be specific so that IT can code and configure the system(s) appropriately and determine the impacts of the new development work on existing structures.
24. After the technical requirements are documented, IT develops a design document which needs to be reviewed with the business function team and compared to the technical requirements document to ensure that all applicable components have been considered. Any changes will need to be incorporated back into the design before the IT team can start the build (i.e., the configuration or coding of the system). Several IT validations occur to ensure that the build process adheres to the design document before the configuration is ready for testing by the business function. As part of that process, there are reviews of the bill “mock up” to ensure that line items and/or calculations appear correctly.
25. The bill presentment is the final element in the build process, as it compiles other logic and calculations for presentment on the bill. Any issues with regard to bill presentment are identified at this stage and must be resolved to remain on target for delivery. Once the business function team completes user acceptance testing, the code changes are moved to production, provided the applicable orders/approvals from the regulatory bodies have been received. Code changes may not be moved into production without an approved order or ruling from the regulatory body. The development of related processes and organizational

support (where applicable) occur simultaneously, which requires extensive coordination to ensure all deliverables are met.

26. To ensure proper system implementation, as well as accurate billing and bill presentment that resonates with customers, it is imperative that the Company follow this standardized process.
27. In addition to the upfront implementation costs, ENO anticipates recurring incremental expenditures would be required to maintain utility-consolidated billing through the duration of the community solar program.
28. As discussed in the June 11, 2025 letter, ENO estimates that two new full-time employees would be required at an incremental annual cost of approximately \$110K to \$125K each.
29. The two new full-time employees would support enrollment, enable data transfers between Subscriber Organizations regarding Subscriber lists, perform reconciliations to ensure that all activity is complete and accurate for any given period, release payments to Subscriber Organizations, review invoices to ensure credits are properly reflected, and possibly other tasks associated with administering the final rules.
30. The number of employees and scope of work are subject to change based on the final rules issued by the Council, after which ENO can better determine the resources expected to be required in the context of the community solar program.

Melissa Lejeune
MELISSA LEJEUNE

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 14th DAY OF JANUARY 2026.

[Signature]
NOTARY PUBLIC

My commission expires: at death

Leslie LaCoste
Notary Public
LA Bar No. 38307
State of Louisiana
My Commission is for Life.



Leroy Nix
VP, Regulatory & Public Affairs
Entergy New Orleans, LLC
504-670-3680 | lnixa@entergy.com
1600 Perdido Street, New Orleans, LA 70112

June 11, 2025

VIA Electronic Delivery

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

Re: Cost Estimates to Implement Net Crediting Consolidated Billing (CNO Docket No. UD-18-03)

Dear Clerk of Council:

Please find enclosed the submission titled “Cost Estimates to Implement Net Crediting Consolidated Billing (CNO Docket No. UD-18-03)”. Please file a copy of this submission into the record in the above referenced matter.

If you have any questions regarding this information, please contact me at (504) 670-3680.

Sincerely,

A handwritten signature in black ink, appearing to be 'LNix', with a large, sweeping flourish at the end.

Leroy Nix



Entergy New Orleans, LLC
1600 Perdido Street, Bldg. 505
New Orleans, LA 70112

Leroy Nix
Vice President, Regulatory &
Public Affairs
504-670-3680 | lnix@entergy.com

June 10, 2025

VIA ELECTRONIC MAIL

Erin Spears
Chief of Staff & Counsel
Council Utilities Regulatory Office
New Orleans City Council
1300 Perdido Street, Room 6E07
New Orleans, LA 70112

Re: Cost Estimates to Implement Net Crediting Consolidated Billing (CNO Docket No. UD-18-03)

Dear Ms Spears:

Entergy New Orleans, LLC (“ENO”) submits this letter as a supplement to its December 13, 2024, letter to the Council, as well as its October 30, 2024, comments filed in this docket regarding the non-participant impacts and costs associated with further modifications to the Community Solar Rules that would require ENO to implement net crediting consolidated billing. Those prior submissions discuss the hurdles and high-level cost drivers associated with implementing net crediting consolidated billing for the community solar program in New Orleans. This letter provides additional information on the implementation of consolidated billing, specifically further estimates of the costs to implement necessary changes to IT systems and business processes as previously requested by CURO.

In the absence of Council-approved Community Solar Rules that contemplate consolidated billing and include the necessary requirements, ENO has developed for consideration and discussion a set of redlined Rules (attached here) that capture net crediting consolidated billing as ENO understands it and as ENO believes it could conceivably be implemented.¹ Moreover, based on these proposed redlined Rules and requirements, ENO has worked with its IT integration partner to develop an initial estimate (Class 5) of the work potentially necessary to modify ENO’s billing systems and create interfaces for Subscriber Organizations and ENO to exchange information and data.

For that work, the initial estimate reflects a cost of \$1.55M for necessary IT coding and integration, with a sensitivity range of +100% to -50% (\$3.1M to \$775K). A final estimate would be established if the Council issues a resolution ordering ENO to implement consolidated

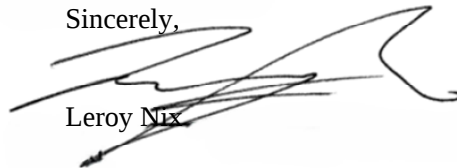
¹ In response to direction from the Council, ENO filed updated redlined rules on January 16, 2025, that address issues identified in Resolution R-24-571 and subsequent stakeholder discussions. As a starting point for adding proposed redlines describing requirements for net crediting consolidated billing, ENO accepted all of the redlines in the January 16, 2025, version on the assumption that the Council would approve its compliance filing as submitted.

billing, with sufficient detail about the necessary requirements of the consolidated billing solution, and the IT integrator conducts detailed requirements design based on the updated version of the Rules finally adopted. From the date that the Council issues an ordering resolution, ENO would need approximately eight months to finalize requirements and perform implementation. If the final Rules adopted by the Council deviate from the proposed redlines ENO developed for use in creating the estimate, the cost could change significantly beyond the Class 5 range described above. The time required to revisit the IT requirements, update the estimate, and implement the solution would extend to 12-14 months in that case.

Based on the proposed redline Rules developed by ENO, it is not expected that a full bill redesign would be required to implement consolidated billing (and thus no such costs have been included). However, if updated Rules approved by the Council introduce requirements that necessitate a new bill design, this would increase the estimated cost and require several additional months to produce. In addition, ENO estimates at this time that two new full-time analysts would be required to support the community solar program at an incremental annual cost of approximately \$110K to \$125K each.

ENO stands ready to work with the Council and other stakeholders on the community solar program pursuant to approved Council rules. Should you have any questions or require additional information, please do not hesitate to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "Leroy Nix", with a stylized flourish extending to the right.

Leroy Nix

Enclosures

cc: Official Service List UD-18-03 (*via electronic mail*)

June 2025 Redline—Consolidated Billing

APPENDIX B
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 (“CSG”) 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. Further, these rules are intended to establish a clear and streamlined path to the development of Community Solar development in the City of New Orleans. The Council recognizes that these rules do not provide the only path to distributed generation development in the City of New Orleans. To the extent that the Utility or any other party has a proposed project or proposal that does not adhere to the requirements of these Rules, it may submit a proposal to the Council for review and approval. 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, a subcontractor, a vendor and a representative not directly under contract with the Subscriber Organization that conducts business, including marketing or sales activities, on behalf of the Subscriber Organization.

“Allocated Credit” is the total monthly credit calculated for a Subscriber’s pro rata portion of the monthly output of a CSG Facility.

“Application Queue” refers to the sequential list of CSG Facility projects for which a completed application has been accepted by the Utility.

“Baseline Annual Usage” refers to a Subscriber’s accumulated electricity use in kilowatt-hours (“kWh”) for the previous 12-month period at the time the subscription is entered into, 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

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a manner the Council approves. If a Subscriber begins taking service under Schedule Net Energy Metering (NEM), they must notify the Subscriber Organization and the Subscriber Organization must notify the Utility so the Baseline Annual Usage can be re-evaluated and the Subscription modified as necessary.

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

“Construction Queue” refers to the sequential list of CSG Facility projects with a signed interconnection agreement.

“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 five 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.

“Guaranteed Savings Rate” means the percentage of the total Allocated Credit that will be used to calculate the monthly Net Credit for each Subscriber and applied to their monthly electric bill. The Guaranteed Savings Rate shall be 20% for Low Income Subscribers and 10% for non-Low Income Subscribers.

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“Low-Income Customer” means a Customer whose gross annual household income is at or below 60 percent 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 60 percent of Area Median Income.

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

“Net Credit” is the portion of the Allocated Credit that is calculated monthly by multiplying the Allocated Credit by the Guaranteed Savings Rate for the Subscriber in question and applied to offset eligible charges on the Subscriber’s monthly electric bill.

“Net Crediting Consolidated Billing” refers to the process by which the Utility calculates Allocated and Net Credits on a monthly basis for each Subscriber, renders the Net Credit on the electric bill of the Subscriber, and renders payment to the Subscriber Organization for its share of each Allocated Credit less the Utility Administrative Fee.

“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.

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“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. **At the time a Customer enrolls as a Subscriber, the Customer’s account with the Utility must be in good standing.**

“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.

“Utility Administrative Fee” is the 3.0% amount deducted by the Utility from the subscriber Organization’s portion of the Allocated Credit that is used to defray costs incurred by the Utility to administer Net Crediting Consolidated Billing.

“Waitlist” refers to the sequential list of CSG Facility projects that have submitted a completed application, but which cannot be placed in the Application Queue because either the Program Capacity Limits or the Category Limits have been exceeded.

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, provided 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, provided 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.

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- (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) 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 that commenced operation after the date of Council adoption of these Rules 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 five 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; however, each Subscription shall be sized to represent at least one kW of the CSG Facility's nameplate rating. The

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- minimum one kW sizing requirement herein shall not apply to Subscriptions owned by an eligible Low-Income Subscriber.
- (5) More than one CSG Facility may be located on the same or adjacent property as an existing or proposed CSG Facility owned by the same Subscriber Organization or affiliate, provided that the combined nameplate ratings of such CSG facilities does not exceed 5000 kW.
 - (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 5 MW.
 - (7) To the extent that the analysis performed in the Utility's processing of the CSG Facility application as described in VII.D of these Rules reveals that a proposed CSG Facility would have a negative impact on the reliability of the Utility's system, either the CSG Facility must be reduced in size to mitigate such negative impact, or the CSG Facility developer may choose to incur the costs of necessary upgrades to the Utility's system to enable the CSG Facility to be interconnected without jeopardizing the reliability of the system.

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.
- (3) If the Council instructs the Utility to continue accepting CSG Facility applications beyond either the Program Capacity Limits or the Category Limits, those applications shall be placed on a Waitlist behind the Application Queue. The Waitlist shall be administered as follows:
 - (a) Projects will be entered into the Waitlist in the order in which they are received;
 - (b) These applications shall not be processed immediately, but shall be held by the Utility;
 - (c) When a slot opens up in the Application Queue, either because a project has moved into the Construction Queue or because a project has dropped out, the Subscriber Organization with the first project in the Waitlist with a nameplate capacity (as measured by the alternating current rating of the system's inverter) that does not exceed the available slot will be given the option to move into the Application

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Queue. If the Subscriber Organization declines to move into the Application Queue, the project will be removed from the Waitlist.

- (i) If the project at the top of the Waitlist has a capacity greater than the available slot, the Utility shall give the Subscriber Organization the opportunity to reduce the project capacity to fit within the available slot;
- (ii) If it chooses to reduce the project's capacity to conform, the Subscriber Organization must notify the Utility within ten (10) business days of its intent, and must then submit an updated Application with a conforming capacity total within thirty (30) days after providing notice of its intent;
- (iii) The Utility shall work sequentially through the Waitlist in this manner until a project is identified to fill the available slot in the Application Queue.
- (d) Once a project has been moved from the Waitlist to the Application Queue, its application shall be processed in accordance with the Program Rules and processes.

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 five MW as measured by the alternating current rating of the system's inverter.
 - (b) Low-Income Category: CSG Facilities of any size up to five MW as measured by the alternating current rating of the system's inverter in which a minimum of 30 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:
 - (a) Open Category: up to 50 percent of the Community Solar Program Capacity Limits; and
 - (b) The remaining 50 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. CURO shall process the registrations and make a list of Subscriber Organizations with current, valid registrations available on the Council's website.

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- (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, and updating their registration with accurate information. Subscriber Organizations shall renew their registration with CURO annually. If any Subscriber Organization fails to renew their registration in a timely manner, or if CURO otherwise becomes aware that the information in a Subscriber Organization's registration is no longer accurate, CURO shall notify the Subscriber Organization of the lapse in its registration and the Subscriber Organization shall have 30 days to renew or update its registration. If the Subscriber Organization fails to renew its or update its registration within the 30-day period, its registration shall be revoked by CURO. When a Subscriber organization's registration is revoked, CURO shall notify the Utility and the Utility shall no longer be required to purchase energy or capacity from the Subscriber Organization's CSG Facility or to provide credits to the Subscribers of that CSG Facility.
- (4) By registering with the Council, a Subscriber Organization acknowledges and agrees it is bound by the Council's regulatory authority and jurisdiction to enforce the requirements contained in these Rules, including, but not limited to, the Council's authority to impose penalties on the Subscriber Organization as provided for in these Rules, or otherwise allowed by law.
- (5) CURO may charge a reasonable fee to Subscriber Organizations for initial registration with the Council and for annual renewal, as authorized by the Council.

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. The Council, through CURO or other designated agency, will establish minimum levels of liability insurance that shall be deemed reasonably adequate for CSG Facilities.
 - (f) Proof of registration "In Good Standing" with the Louisiana Secretary of State.
 - (g) Proof of professional licenses from all applicable regulatory agencies, such as the Louisiana State Licensing Board for Contractors.

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- (h) A copy of the Subscriber Organization's Occupational or General Business License obtained from the City of New Orleans' Bureau of Revenue.
- (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, within 10 business days, 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 regulations and standards, including, but not limited to, reliability, safety, zoning, permitting, occupational safety and health, and environmental laws, rules, regulations and standards, as well as adherence to the Utility's interconnection policies and procedures and these Rules.
- (7) CURO shall maintain on the Council's website a list of Subscriber Organizations registered with the Council, the names of any Subscriber Organizations whose registrations have lapsed or been revoked by the Council, a copy of these Rules, and an explanation of how consumers may submit a complaint related to these Rules to the Council.

VII. COMMUNITY SOLAR PROGRAM MANAGEMENT

A. Community Solar Program Plan

- (1) Within 90 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

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- (1) Within 90 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 to 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.
- (3) A Subscriber Organization shall notify the Utility of the location, capacity and expected energy production of its proposed CSG Facility at the time it submits an interconnection request, or prior to soliciting subscriptions from potential Subscribers, whichever occurs first.

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 10 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.
- (3) 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 application being

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- rejected, but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future.
- (4) The Utility shall notify a Subscriber Organization within 10 business days of receipt of a revised application whether the application is complete or incomplete.
 - (5) The Utility shall grant an extension of time of an additional 10 days to provide such information upon request from the Subscriber Organization.
 - (6) The Utility shall reject an application that is not submitted in accordance with CSG Facility application procedure.
 - (7) The Utility shall assign a unique identification number to each complete application and the application shall be deemed accepted as of the date the identification number is assigned.
 - (8) Application Queue—The Utility shall establish an Application Queue based on application acceptance date. An initial engineering review will be conducted by the Utility for each complete application.
 - (a) The Subscriber Organization shall have 45 days from the date of receipt of the initial review response to agree in writing to commence the required interconnection studies before the project is removed from the Application Queue.
 - (b) If the Subscriber Organization intends to pursue a group initial study for multiple projects, this intention shall be stated during the application process. The Subscriber Organization shall have 45 days to agree in writing to move forward with the required interconnection studies before the projects involved in the group are removed from the Application Queue.
 - (c) Failure to submit an executed study agreement within 45 days following receipt of the initial review shall result in the Subscriber Organization losing its place in the Application Queue for the affected project(s), but shall not otherwise prejudice the Subscriber Organization's ability to file a new, complete application in the future for the same project(s).
 - (d) Upon completion of required interconnection studies, the Subscriber Organization has 90 days to execute an interconnection agreement or be removed from the Application Queue. Following execution by the Subscriber Organization, the Utility will execute the interconnection agreement as well. Execution by the Utility at this point does not waive any further obligations of the Subscriber Organization to complete construction or testing as required by the Utility to grant permission to operate or render Notice of Satisfaction.
 - (9) Construction Queue—Upon execution of an interconnection agreement, the CSG Facility project will be added to the Construction Queue.
 - (a) If, within 18 months following execution of an interconnection agreement, a CSG Facility fails to begin operating, the Subscriber Organization shall provide to the Utility an initial deposit of \$25 per kW for the project to remain in the Construction Queue.

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- (b) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 24 months of executing an interconnection agreement.
 - (c) If a CSG Facility fails to begin operating within 24 months of executing an interconnection agreement, the Subscriber Organization shall provide to the Utility an additional deposit of \$25 per kW for the project to remain in the Construction Queue.
 - (d) The Utility shall return the CSG Facility deposit upon commencement of operation, unless the CSG Facility fails to begin operating within 36 months of executing an interconnection agreement, in which case the full deposit shall be forfeited by the Subscriber Organization.
- (10) Any forfeited deposits shall be credited back to Utility customers via the Fuel Adjustment Clause.
 - (11) The Utility's interconnection process shall include an analysis of any potential reliability impacts, positive or negative, of the interconnection of the CSG Facility at the requested location.
 - (12) If the Utility participates as a Subscriber Organization, it will have the same rules applied to it as any other Subscriber Organization.
 - (13) 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.

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 information, updated at least quarterly, 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; percent of the project that is subscribed, and remaining available capacity by year in each program category. The Utility shall also include on its website a link to the Council's Community Solar web page.
- (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

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- 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 longer of twenty years or the duration of the community solar program, the following information for each CSG Facility: recorded monthly peak output, monthly energy output, aggregate annual energy credited to Subscribers by rate class; aggregate annual amount of subscription credits provided to Subscribers by rate class; annual amount of unsubscribed energy output provided to the Utility; and annual amount paid by the Utility for unsubscribed energy. Subscriber monthly billing information should be maintained by the Utility consistent with the Utility's customer billing records retention policy.

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; (2) \$/MW and \$/MWh of the capacity and energy purchased, (3) Utility costs associated with administering the Community Solar Program; (4) tons of emissions avoided through utilization of the energy and capacity produced by the Community Solar Program; (5) any positive and negative impacts on the operation of the Utility's distribution system; (6) 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

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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, 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 program 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 incremental costs associated with integrating the generation from the CSG Facility into the Utility's system, administering the contracts with Subscriber Organizations, and administering the CSG Facility's 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.
- (4) The Utility's revenue and expenses associated with the Subscriber Organizations and the Community Solar Program Plan shall be identified separately in general ledger records and maintained in separate revenue and expense sub accounts.

VIII. SUBSCRIPTION CREDITS AND NET CREDITING CONSOLIDATED BILLING

- 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. To enroll a Subscriber in a CSG Facility under Net Crediting Consolidated Billing, a Subscriber Organization shall provide the following to the Utility at least two months prior to the desired month in which the Subscription would take effect:
 - i. Subscriber name
 - ii. Subscriber service address
 - iii. Subscriber Utility account number
 - iv. Designation as either a Low-Income Subscriber (along with documentation supporting this designation) or non-Low Income Subscriber
 - v. Subscriber's allocated percentage of the CSG Facility
- C. Each month, before the date specified by the Utility, the Subscriber Organization will provide the Utility a Subscriber report for each of its CSG Facilities detailing each

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- Subscriber's percentage allocation of the CSG Facility. The Utility shall rely on this report each month as the definitive source of information to be used in calculating the Allocated and Net Credits for the monthly output of the CSG Facility. The monthly Subscriber report shall follow a standard format specified by the Utility in order to integrate data into the Utility's billing system. The monthly report shall also include the amount of the CSG Facility's capacity that remains unsubscribed.
- i. If a Subscriber's Utility account is closed, the Utility will advise the Subscriber Organization. The Subscriber Organization shall immediately remove the Subscriber from the monthly Subscriber report for all CSG Facilities.
 - ii. In the case of temporary disconnection for non-payment, any Net Credits that a Subscriber accrues during the disconnected period will appear on the next bill following reconnection.
- D. The Utility shall calculate 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. The Utility shall calculate and render Allocated and Net Credits for each Subscription using the most recently updated monthly Subscriber report and CSG Facility Output data on a two-month lag.
- Example:** the Allocated and Net Credits for Subscribers listed on a Subscriber report as participating in February would be calculated after receipt of actual CSG Facility Output for February. These Net Credits would appear on the Subscribers' April Utility bills. The Utility would remit the Subscriber Organization's portion of the Allocated Credits less the Utility Administrative Fee in April.
- F. The Net Credit shall be shown on the Subscriber's Utility bill as follows:
- i. Initial billed amount (electricity charges)
 - ii. less Net Credit (Allocated Credit x Guaranteed Savings Rate)
 - iii. equals Final amount billed (\$)
- G. Payment to the Subscription Organization shall be calculated as:
- i. Allocated Credit
 - ii. less Net Credit (Allocated Credit x Guaranteed Savings Rate)
 - iii. less Utility Administrative Fee (3.0% of Allocated Credit)
 - iv. equals Monthly Payment to Subscriber Organization
- H. Payments to Subscriber Organizations of their portion of Allocated Credits shall be accompanied by statements showing for each Subscriber the Guaranteed Savings Rate, monthly kWh allocation of the CSG Facility Output, Allocated Credit, and applied Net Credit.
- I. The CSG per kWh credit rate for all Subscribers that do not qualify as a Low Income Subscriber will be the full retail rate, including all rider schedules that would be applicable to the Subscriber on a per kWh basis. The CSG per kWh credit rate for Low-Income Subscribers shall be the full retail rate, including all applicable rider schedules that would be applicable to the Low-Income Subscriber on a per kWh basis, plus 2.0 cents/kWh.
- J. The appropriate CSG credit will be applied to the bill of each Subscriber on a kWh basis.

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- K. 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.
- L. If, in a monthly billing period, the billing credit associated with the Subscription of a Subscriber exceeds the Subscriber's bill from the Utility, the excess billing credit will be rolled over as a dollar amount bill credit from month to month indefinitely until the Subscriber terminates service with the Utility at which time no payment shall be made from the Utility for any remaining bill credits associated with the Subscriber's Subscription.
- M. 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 up to 20 percent of the monthly energy produced by a CGS Facility and delivered to the Utility if such energy 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. The operator should demonstrate to the Council that the Subscription Credits will be credited to the tenants of the low-income multi-family dwelling.
- 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.
- C. The Council will provide guidelines for acceptable methods for Subscriber Organizations to verify Low-Income Customer status of Subscribers within 90 days from the effective date of these Rules.

XI. SUBSCRIPTION TRANSFERS AND PORTABILITY

- A. A Subscriber may release all or part of their Subscription back to the Subscriber Organization for transfer to any person or entity who qualifies to be a Subscriber in the CSG Facility.
- B. A Subscriber who desires to transfer all or part of his or her Subscription to another eligible Customer desiring to purchase a Subscription may do so only through the Subscription Organization and in compliance with the terms and conditions of the Subscription contract and the transfer will be effective in accordance therewith.

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- C. 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 their interest, or a portion thereof, on a first-come, first-serve basis to Customers on the waiting list.
- D. A Subscriber that moves to a different premise located within the Utility service territory may change the premises to which the Subscription is attributed, however, the Subscriber must adjust their Subscription so that it does not exceed 100 percent the Baseline Annual Usage at the new location and release any portion of their Subscription beyond that level back to the Subscriber Organization. A Subscriber Organization may not charge an unreasonable transfer fee to such a Subscriber.
- E. 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 enrollment records shall include, at a minimum, the Subscriber's name and Utility Account number, 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 enrollment records 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.
- F. Prices paid for Subscriptions in a CSG Facility shall not be subject to regulation by the Council. However, to ensure that Subscriber Organizations are acting fairly and transparently, the Subscriber Organizations must provide materials to the potential Subscriber clearly showing the Subscription cost.
- G. To ensure fairness and transparency regarding the transfer of subscriptions and Subscription Credits, the Utility, in consultation with the Council and its Advisors, will develop a process and requirements therefor. The Subscriber Organization will be responsible for any costs associated with the transfer of subscriptions and/or Subscription Credits.

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. The Subscriber Organization may enter into an agreement with Subscribers to transfer ownership of RECs from the Subscriber to the Subscriber Organization. Any such agreement to transfer ownership of the RECs must be included in the subscription agreement in terms that can be easily understood, and must be highlighted, clearly stated, and initialed by the Subscriber.

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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 express written 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 written 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. Limitation of Liability

- (1) In the event of the failure, termination, or disqualification of a CSG Facility or Subscriber Organization, Subscribers' liability will be limited only to loss of the funds that they commit to invest in a community solar project.

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E. 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

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- 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 Organization 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. Subscriber Organizations shall be solely responsible for carefully screening individuals used for door-to-door marketing purposes to include only those individuals having no history of fraudulent conduct or violent behavior.
 - (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;

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- (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.

F. 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.

G. 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.

H. 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.

I. 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

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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 Customer may cancel renewal without penalty.
- (iii) Ability of Customer to terminate early, and the corresponding early termination penalty, if any.
- (iv) Ability of developer to terminate contract early, and any remedy provided to Customer.
- (v) Ability of Customer to transfer Subscription to another consumer. Ability of Customer 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 Customer may be subject.
- (ix) Total amount to be paid by Customer under contract.
- (x) Billing and payment procedure.
- (xi) Whether Customer owns or leases the solar panel or capacity;
- (xii) A statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, the Subscriber may not lawfully make any claims about the renewable energy nature of the generation at the community solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy target or goal to which it is subject.
- (xiii) Contact information of developer where Customer may call with questions. Must include physical address, telephone number and email address.
- (xiv) Address, phone number and email contact information for the CURO, as well as the address of the Council's community solar webpage.
- (xv) Statement that any bill credits are dependent upon the performance of the solar panels and the prevailing electric rates, which may change over time.
- (xvi) Notice that the contract does not include Utility charges.

June 2025 Redline—Consolidated Billing

- (xvii) Notice that developer makes no representations or warranties concerning the tax implications of the contract and Customer 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 Organization 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.

J. 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 regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project including whether (a) the Subscriber is retaining ownership of the Renewable Energy Credits; (b) whether the Renewable Energy Credits are being retired on behalf of the Subscriber by the Subscriber Organization or (c) whether the Subscriber is transferring the Renewable Energy Credits back to the Subscriber Organization. The REC statement must include a statement that if the Subscriber transfers the RECs back to the Subscriber Organization or sells them to a third party rather than retiring them, it may not lawfully make any claims about the renewable energy nature of the generation at the community solar facility or any claim that its participation in the Community Solar facility satisfies any renewable energy

June 2025 Redline—Consolidated Billing

- target or goal to which it is subject. The statement regarding the disposition of all Renewable Energy Credits generated by the Subscriber's portion of the project shall be clearly stated, highlighted and initialed by 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 registration 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.

June 2025 Redline—Consolidated Billing

- (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.

K. 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 written 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.

XIV. ENFORCEMENT OF THESE RULES

- (1) CURO, with the assistance of a Hearing Officer, as necessary, may impose a penalty on the Council's behalf for any violation of these rules of up to \$1000 per violation and may, if appropriate in light of the particular violation, void a Subscriber's contract with a Subscriber Organization and require the Subscriber Organization to refund any monies paid by the Subscriber as a remedy for a violation of these provisions.
- (2) Any person who believes that a Subscriber Organization (including the Utility acting as a Subscriber Organization) has violated the 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 Utility or Subscriber Organization ("Respondent"), a concise description of the alleged violation, and the complaining person's ("Complainant") name and contact information.
- (3) CURO may, request and obtain additional information regarding the alleged violation from the Complainant and the Respondent. CURO shall also notify the Respondent formally of the complaint, assess whether the Complainant has informed the Respondent of his or her complaint and whether the Respondent has had an opportunity to resolve the issue to the Complainant's satisfaction without CURO or Council intervention.
- (4) If, based on the information obtained by CURO, the CURO finds there is cause to believe a violation of the Council's regulations may have occurred,

June 2025 Redline—Consolidated Billing

the Complainant and Respondent have not been able to resolve the issue without Council intervention and the Respondent wishes to challenge the complaint, CURO shall refer the matter to a Hearing Officer who shall conduct a process to allow both parties a fair opportunity to present their evidence and arguments and the Hearing Officer will render a decision as to whether a violation occurred and what the penalty should be. If the Respondent admits to the complaint, CURO may impose the authorized penalty on the Council's behalf.

- (5) Either the Complainant or the Respondent may appeal the decision of CURO and/or the Hearing Officer to the Council.
- (6) Should CURO and/or the Hearing Officer determine that the behavior complained of cannot be adequately remedied by a penalty of up to \$1000 and/or voiding the contract between Subscriber and Subscription Organization and requiring refund of any monies paid by the Subscriber, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter and exercise its penalty authority as appropriate in light of the circumstances.
- (7) Should CURO and/or the Hearing Officer observe a pattern of continued violations of these rules by a Subscriber Organization (including the Utility acting as a Subscriber Organization) that is undeterred by the application of the remedies the Council has authorized CURO and the Hearing Officer to impose, either CURO or the Hearing Officer may refer the matter up to the Council for further proceedings. The Council will then set an appropriate procedural schedule, consider the matter, and exercise its penalty authority as appropriate in light of the circumstances.
- (8) All other contract or legal disputes that arise between a Subscriber and the Subscriber Organization not pertaining to a violation of these provisions shall be brought in the appropriate city or district court in the City of New Orleans. CURO shall provide the Council with annual reports on consumer complaints related to the program.

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

**IN RE: A RULEMAKING PROCEEDING)
TO ESTABLISH RULES FOR)
COMMUNITY SOLAR PROJECTS)**

DOCKET NO. UD-18-03

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

AFFIDAVIT OF SARAH HARCUS

I, Sarah Harcus, after being duly sworn, did make the following statements:

1. I am over 18 years of age, of sound mind, and otherwise competent to make the statements herein. The statements 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, I believe them to be true.
2. I am employed by Entergy Services, LLC (“ESL”) as Vice President of Regulatory Services. In that role, I provide, among other things, strategic support for the Entergy Operating Companies, including Entergy New Orleans, LLC (“ENO” or the “Company”), in matters involving regulatory policy and risks, ratemaking, finance, and accounting.
3. I understand that this docket before the Council of the City of New Orleans (“Council”) currently involves, among other things, consideration of whether the Council should modify its community solar rules to require implementation of a consolidated billing arrangement for the New Orleans community solar program.
4. I understand that, to date, the Council has not modified the community solar rules to require consolidated billing or otherwise defined or provided parameters for consolidated billing.
5. The Council’s current community solar rules contemplate a traditional dual billing arrangement. As described in Company expert witness Mr. Stephen Wemple’s direct testimony, under this arrangement, the Subscriber Organization maintains an ongoing relationship with their Subscribers, bills them pursuant to their contractual obligations, and provides customer care functions.

6. Under a dual billing methodology, my understanding is that the utility and the community solar developer (“developer” or “Subscriber Organization”) maintain separate billing relationships with the Subscriber. The utility continues to bill the customer for regulated electric service, and, for those customers who participate in community solar, the utility is also responsible for applying community solar bill credits reflecting the Subscriber’s allocated share of solar generation. Separately, the Subscriber Organization invoices the Subscriber directly for any subscription fees or charges associated with participation in the community solar program. The developer is compensated solely through its direct billing relationship with the Subscriber, and the utility’s billing system remains limited to tariffed functions.
7. Mr. Wemple explains in his testimony that dual billing is the prevailing structure for most community solar programs in traditionally regulated jurisdictions, particularly in states that have not adopted retail electric deregulation.
8. My understanding of both dual and utility-consolidated billing aligns with the descriptions articulated by Mr. Wemple.
9. While there are multiple ways to administer consolidated billing in the context of community solar programs, it is my understanding that the specific question at issue in this docket is whether utility-consolidated billing should be implemented.
10. Utility-consolidated billing, as described by Mr. Wemple, is an arrangement in which the utility embeds a Subscriber’s community solar charges and credits directly on the utility bill and then withholds a portion of the bill credit to pay the developer directly, effectively using the utility’s billing system to collect and transfer funds for third-party Subscriber Organizations. The developer relies on the utility to retain a portion of the bill credit that the Subscriber does not receive, and remit that amount to the developer. Put more concisely, the Subscriber Organization is compensated under this arrangement by receiving a portion of the value of the Subscriber’s bill credit, which the utility withholds and remits directly to the Subscriber Organization.
11. This billing structure, as explained by Mr. Wemple, allows the developer to retain any cost savings associated with the utility handling the billing, collections and customer care functions, thus leaving the developer without any risks to its financial business model or responsibilities of implementing and operating a billing system. Instead, this billing model places the financial and business risks strictly on the utility and ultimately its customers.

12. Implementing utility-consolidated billing for the New Orleans community solar program would not serve the public interest.
13. The public interest is that which is thought to best serve the common good. If the net effect of a decision is believed to be positive or beneficial to society as a whole, it can be said that the decision serves the public interest.
14. Whether a course of action is in the public interest depends upon relevant factors that are potentially quantifiable on an estimated basis, such as likely changes in costs, as well as upon other factors that are not quantifiable, such as the effect of that course of action on the robustness of a competitive market.
15. The Council must consider evidence and weigh all relevant factors to determine whether a particular proposed course of action is in the public interest.
16. Regulatory approval cannot rest on speculation. Absent defined and verifiable costs and other parameters, any requirement to implement consolidated billing is arbitrary and capricious and fails basic standards of reasonableness and reasoned decision-making.
17. ENO is a regulated utility with an obligation to serve customers, operate the electric grid, bill its customers under approved tariffs, and remain accountable to its regulators and customers. Solar developers, by contrast, are competitive businesses that are not subject to the same obligations, regulatory oversight or consumer-protection requirements.
18. ENO's billing system is not currently configured to implement utility-consolidated billing, and significant modifications and costs would be required to upgrade ENO's billing system for implementation, as discussed in Company witness Ms. Lejeune's affidavit.
19. ENO cannot fully assess the costs, risks, and timeline to implement utility-consolidated billing until it receives detailed guidelines and final rules from the Council. Ms. Lejeune, however, provides a preliminary estimate and timeline.
20. Utility billing systems are core infrastructure, and changes to those systems require significant upfront capital investment, extensive testing, cybersecurity controls, ongoing maintenance, and dedicated operational support. When the scope is undefined and the cost of necessary changes are unknown, regulators cannot determine whether the proposal is prudent, cost-effective, or in the public interest.
21. Utility-consolidated billing involves unknown initial and ongoing costs for implementation and maintenance, as described above and by Ms. Lejeune. Proposing to require ENO to implement and maintain new or materially modified billing systems with unknown

customer benefits and costs, while simultaneously benefiting Subscriber Organizations, is inherently unreasonable in a regulated utility framework.

22. Requiring ENO to support utility-consolidated billing for third party developers without a clear cost estimate exposes customers to an open-ended financial burden. Ratepayers would be expected to subsidize system development and ongoing billing operations for non-utility commercial activity without evidence that the benefits outweigh the costs.
23. Considering the financial burden to customers, regulators in Maryland recently terminated the mandate for residential utility-consolidated billing because the rates required to cover soaring supplier bad debt became punitive to the utility's rate base. In his testimony, Mr. Wemple also discusses the developments in Maryland.
24. Moreover, the upgrades required to ENO's billing system to implement utility-consolidated billing would provide no benefit to the vast majority of ENO's customers, or those customers who do not subscribe to the community solar program. ENO's customers would not see any improvement in the quality of their electric service as a result of utility-consolidated billing.
25. In establishing the community solar program, the Council mandated that "the rules should protect non-participating ratepayers from risks associated with the program" and that "all other risks ... should be borne by the developers."¹ Third party developers should be responsible for billing and other risks and responsibilities in the context of the New Orleans community solar program – not pass them along to ENO and its customers.
26. ENO's resources should be dedicated to its core obligation of providing reliable electric service to its customers – not diverted to support non-utility commercial ventures. Utility-consolidated billing serves a non-utility function, provides no physical benefit to the grid, and does not enhance any core service that ENO is required to deliver. Requiring ratepayers to fund billing system upgrades for this purpose fails the prudent-investment standard because it compels customers to underwrite private, competitive business models while receiving no corresponding reliability of system benefit in return.²
27. The inherently speculative nature of these developers' business models is also an important consideration for the Council. This concern is amplified by the recent wave of bankruptcies among residential solar installers and financing entities, driven largely by macroeconomic strain and policy shifts, underscoring the substantial risk inherent in this sector. Over the

¹ Resolution No. R-18-223, at 3 (June 21, 2018).

² Cf. *Gulf States Utils. Co v. LPSC*, 578 So. 2d 71 106 (La. 1991) (regulatory order must reflect a "reasonable balancing of customer and investor interests" to avoid being arbitrary and capricious).

past year alone, SunPower, Sunnova, and Mosaic Solar have all filed for bankruptcy.³ In addition, PosiGen, a residential solar installer and intervenor in this docket, has filed for bankruptcy.⁴ If Subscriber Organizations become insolvent or withdraw from the New Orleans market after implementation of utility-consolidated billing, ENO and its customers would be left bearing the cost of system modifications, implementation efforts, and ongoing maintenance for a billing platform that no longer supports any viable developer activity.

28. The utility-consolidated billing model inappropriately transforms ENO into a commercial intermediary for an unregulated third party, absorbing operational, credit, and reputational risks for products it does not own or control. This is inappropriate in a regulated model because it allows developers to leverage the utility's infrastructure and customer relationship, using ENO's billing system to collect their private revenues, while avoiding the reciprocal costs, duties, and risks that accompany the regulatory compact between the utility and customers.
29. Preserving clear separation between utility functions and solar developer activity is essential to maintaining the integrity of the regulatory compact and preventing de facto retail competition within an exclusive franchise framework. This framework does not include ENO functioning as a billing agent or financial backstop for third party solar generation businesses. Imposing such risks and responsibilities on ENO ultimately harms customers and is inconsistent with the public interest.

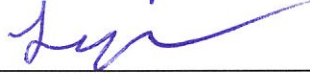
³ *Louisiana-based solar company Posigen lays off hundreds, shuts most operations. Here's why.* https://www.nola.com/news/business/posigen-solar-layoffs-louisiana-trump-tax-credits/article_6cc1a144-9efa-41e7-86f0-e5867e4c5d0b.html#tncms-source=dontmiss-1 (Aug. 27, 2025); *Residential solar installer PosiGen ceases most of its operations.* <https://pv-magazine-usa.com/2025/08/26/residential-solar-installer-posigen-ceases-most-of-its-operations/> (Aug. 26, 2025).

⁴ [https://pv-magazine-usa.com/2025/12/08/residential-solar-installer-posigen-files-for-bankruptcy/?utm_source=USA+%7C+Newsletter&utm_campaign=8eaadc2eae-dailynl_us&utm_medium=email&utm_term=0_80e0d17bb8-8eaadc2eae-160679148&ct=t\(dailynl_us\)](https://pv-magazine-usa.com/2025/12/08/residential-solar-installer-posigen-files-for-bankruptcy/?utm_source=USA+%7C+Newsletter&utm_campaign=8eaadc2eae-dailynl_us&utm_medium=email&utm_term=0_80e0d17bb8-8eaadc2eae-160679148&ct=t(dailynl_us))


SARAH HARCUS

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 15th DAY OF JANUARY 2026



NOTARY PUBLIC

My commission expires: at death

Leslie LaCoste
Notary Public
LA Bar No. 38307
State of Louisiana
My Commission is for Life.

**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	)	

**DIRECT TESTIMONY
OF
STEPHEN B. WEMPLE**

**ON BEHALF OF
ENTERGY NEW ORLEANS, LLC**

JANUARY 2026

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EXHIBIT LIST

Exhibit A	Resume of Stephen B. Wemple
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I. INTRODUCTION

Q1. PLEASE STATE YOUR NAME, AFFILIATION, AND BUSINESS ADDRESS.

A. My name is Stephen B. Wemple. My business address is 293 Boston Post Road West, Suite 500, Marlborough, Massachusetts 01752. I am a Vice President at Concentric Energy Advisors, Inc. (“Concentric”). Concentric is a management consulting and economic advisory firm focused on the North American utility industries. Concentric specializes in all aspects of utility regulation including the development of distributed and wholesale energy market strategies, economic feasibility studies, capital market analyses and negotiations, and support of energy commodity contracting and procurement processes. As a consultant, my responsibilities include assisting clients in identifying and addressing emerging regulatory and business issues. My primary areas of focus are regulatory, financial, and planning-related issues.

Q2. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. I am submitting this direct testimony to the Council of the City of New Orleans (“Council”) on behalf of Entergy New Orleans, LLC (“ENO” or the “Company”).

Q3. PLEASE DESCRIBE YOUR EXPERIENCE IN THE ENERGY AND UTILITY INDUSTRIES AND YOUR EDUCATIONAL AND PROFESSIONAL QUALIFICATIONS.

A. I hold a Bachelor of Science and a Master of Engineering degree in mechanical engineering from Cornell University. I have over 30 years of experience in the energy industry and have been working at Concentric since the start of 2024. During that time, I have supported

1 a number of utilities developing plans to decarbonize their gas and electric distribution
2 systems and have testified before the Illinois Commerce Commission and the Public
3 Service Commission of the District of Columbia. Prior to joining Concentric, I worked at
4 the Consolidated Edison Company of New York, Inc. (“Con Edison”) for seven years,
5 where I served as the General Manager of Con Edison’s Utility of the Future team. My
6 team had responsibility for developing new business models and compensation
7 mechanisms associated with New York State’s Reforming the Energy Vision (“REV”)
8 goals, including the use of distributed energy resources, demand response, and beneficial
9 electrification measures to reduce customer load and greenhouse gas emissions in ways
10 that meet the utility’s applicable design criteria and avoid or defer the need for traditional
11 utility investment in electric and gas infrastructure. Before assuming that position in 2016,
12 I was the Vice President of Regulatory Affairs at Con Edison’s Competitive Shared
13 Services company. In that role, I supported the participation of Con Edison Development,
14 Con Edison Energy, and Con Edison Solutions in PJM Interconnection, L.L.C. (“PJM”),
15 New York Independent Systems Operator (“NYISO”), and Independent Systems Operator
16 – New England, Inc. (“ISO-NE”) proceedings. From 2001 to 2002, I served as chair of the
17 NYISO Business Issues and helped develop the Special Case Resource rules that enable
18 customers with demand response and/or on-site generation to participate in the NYISO’s
19 capacity markets. A copy of my resume/CV is attached hereto as Exhibit SBW-A.

1 Q4. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2 A. The purpose of my testimony is to address the necessity and practicality of requiring ENO
3 to implement consolidated billing in the context of the New Orleans community solar
4 program.

5
6 **II. SUMMARY CONCLUSIONS**

7 Q5. WHAT ARE YOUR SUMMARY CONCLUSIONS?

8 A. My summary conclusions are:

9 1. The Council approved the community solar program several years ago; the program
10 is still in its early stages with several community solar projects under development
11 but not yet operating.

12 2. ENO operates under a vertically-integrated regulated model, unlike many states
13 where consolidated billing exists for commodity supply under a fully unbundled
14 competitive retail program, such as Illinois, New Jersey and New York. Thus, the
15 Council should not rely on experience from jurisdictions with existing competitive
16 retail programs to inform its decision regarding Utility Consolidated Billing
17 (“UCB”) implementation for ENO without considering the advantages in terms of
18 billing systems and processes that competitive retail jurisdictions have in
19 implementing UCB.

20 3. Successful community solar programs across the country have been established and
21 are functioning efficiently without consolidated billing.

22 4. Regulators in traditionally regulated jurisdictions, i.e., where retail electric service
23 remains fully regulated, such as Florida, Kansas and Oklahoma, have generally

1 favored dual billing for community solar programs. With dual billing, the
2 Subscriber Organization would bill and collect payment from its Subscribers for
3 the community solar output. Separately, ENO would bill the Subscribers for electric
4 service pursuant to the applicable rate schedules on file and approved by the
5 Council.

6 5. Imposing the proposed consolidated billing framework on ENO would not be
7 consistent with typical practice in the industry. Under the proposed UCB
8 framework, ENO would be required to pay the Subscriber Organization a portion
9 of its Subscribers' community solar credits based on contracts between the
10 Subscriber Organization and the Subscribers for the sale of community solar output,
11 although ENO is not a party to such contracts.

12 6. UCB would require a significant upfront IT investment to reprogram billing and
13 customer care systems as well as ongoing IT system maintenance and customer
14 care costs, as Ms. Lejeune explains in greater detail in her affidavit. Such costs
15 should not be socialized among all customers, particularly those not participating
16 in the community solar program.

17 7. Given that ENO is just commencing its community solar program, UCB would be
18 especially inappropriate. Jurisdictions generally begin their community solar
19 programs employing dual billing until the community solar program matures,

1 sufficient experience is obtained, and participation levels are known and are
2 sufficient to justify the expense of implementing a different model.

3
4 **III. UTILITY CONSOLIDATED BILLING AND**
5 **OTHER COMMUNITY SOLAR TERMS**

6 Q6. WHAT IS THE PURPOSE OF COMMUNITY SOLAR PROGRAMS?

7 A. Community solar programs are designed to replicate traditional behind-the-meter solar
8 generation arrangements and allow customers to pay a solar developer to install and operate
9 a portion of a larger solar system for the benefit of the customer instead of installing solar
10 equipment behind-the-meter on the customer's premises, which may not be feasible.
11 Specifically, the programs were meant to replicate the business model where a third-party
12 developer installs solar equipment on the customer's premises and finances or leases the
13 equipment to the customer.¹ Under that behind-the-meter model, the customer has a
14 contractual obligation to make regular payments to the developer over the term of the
15 contract, which can be as long as the expected life of the solar panels. Separately, the utility
16 bills the customer for electric service pursuant to the applicable rate schedules on file and
17 approved by the local utility regulator.

18 Under the community solar model, the participating customer, known as the
19 Subscriber, purchases a portion of the output from a solar facility located near or in the
20 community from a third party, the Subscriber Organization, which operates and/or manages

¹ Note that in a behind-the-meter arrangement, customers may also have the option to purchase their equipment upon installation. The community solar program at issue here does not provide for a purchase-type option.

1 the solar facility. The Subscriber then receives a bill credit from the utility representing a
2 corresponding portion of the benefits from the solar facility's actual output.

3
4 Q7. HOW DOES CUSTOMER BILLING IN A TRADITIONAL COMMUNITY SOLAR
5 PROGRAM TYPICALLY WORK?

6 A. Most community solar programs across the United States use a dual billing model, where
7 the Subscriber pays the Subscriber Organization directly for their share of the community
8 solar generation. In those programs, the community solar generation, as measured by the
9 local utility, is assigned to the individual Subscribers based on either set volumes or
10 percentages of the solar output as specified by the Subscriber Organization. The utility then
11 converts the volume assigned to each Subscriber/customer into a bill credit based on terms
12 established by the local utility regulator, e.g., the Council. This credit in turn reduces the
13 Subscriber/customer's utility bill, which the utility determines pursuant to the applicable
14 rate schedules on file and approved by the local utility regulator.

15 The Subscriber Organization is responsible for entering into a contract to "enroll"
16 the customer, provide specific information to the utility about when the customer will
17 become a Subscriber and how to allocate the project's output to each of its Subscribers,
18 and for billing the Subscribers for their subscription based on the terms of their contract. It
19 is important to note that the contractual terms between the Subscriber Organization and the
20 Subscriber are not subject to cost-of-service regulation from the Council and are not shared
21 with the utility.

1 Q8. WHAT IS UTILITY CONSOLIDATED BILLING?

2 A. Under Utility Consolidated Billing or UCB, the utility, instead of the Subscriber
3 Organization, assumes the customer care functions associated with billing, collections and
4 associated customer care functions of the community solar service. From a monetary
5 perspective, the Subscriber Organizations rely on the utility to retain a portion of the bill
6 credit that the Subscriber would normally receive and instead remit a cash payment equal
7 to the credit to the Subscriber Organizations.

8

9 Q9. DOES UTILITY CONSOLIDATED BILLING DIFFER FROM THE TYPICAL
10 BILLING MODEL YOU JUST EXPLAINED?

11 A. Yes. UCB is a significant change from the traditional community solar subscription model.
12 UCB is also a significant deviation from the behind-the-meter solar generation model upon
13 which community solar is based because, under UCB, the utility acts as the collector of
14 subscription fees for the Subscriber Organization. In contrast, in both a behind-the-meter
15 solar generation model and the common dual billing community solar model, the solar
16 developer or Subscriber Organization maintains an ongoing relationship with its
17 Subscribers, bills them pursuant to their contractual obligations, and provides any
18 corresponding customer care functions.

19

1 Q10. ARE THERE OTHER FORMS OF COMMUNITY SOLAR WHERE THE UTILITY
2 BILLS THE CUSTOMER FOR THE ASSIGNED GENERATION FROM A
3 COMMUNITY SOLAR UNIT?

4 A. Yes, there are, but these forms do not involve UCB like that proposed in this docket. As
5 discussed in more detail below, in some jurisdictions, the utility, not a third-party, owns
6 and operates the community solar generator. In these situations, the community solar
7 service is typically a tariffed service approved by the local utility regulator, such as a green
8 tariff, and the utility includes the associated charges on the participating customers'
9 existing utility bills. This situation is fundamentally different from UCB because the utility
10 is billing for the services that it is providing pursuant to a tariff and using the subscription
11 revenues to offset the cost of the community solar installations. Such an arrangement is
12 consistent with a traditionally regulated vertically-integrated utility's operations, such as
13 ENO's operations subject to the Council's jurisdiction.

14
15 Q11. WHO STANDS TO BENEFIT FROM UCB?

16 A. The project developers or Subscriber Organizations are the primary beneficiaries of UCB
17 as UCB enables them to avoid the billing and collection costs (including implementation
18 and maintenance costs) associated with a traditional community solar subscription model.

19
20 Q12. WOULD ENO'S CUSTOMERS BENEFIT FROM UTILITY CONSOLIDATED
21 BILLING?

22 A. Not necessarily. While some customers may prefer to avoid paying a separate bill to the
23 Subscriber Organization, doing so can mask the cost of the community solar subscription

1 and make it difficult for the Subscriber/customer to understand if the retained bill credit is
2 consistent with the contractual terms the Subscriber/customer and the Subscriber
3 Organization agreed to. This is illustrated by experiences in other jurisdictions where UCB
4 is allowed but Subscriber Organizations and Subscribers continue to interact directly in a
5 traditional dual billing configuration.

6
7 Q13. WHY WOULD SUBSCRIBERS/CUSTOMERS OR SUBSCRIBER ORGANIZATIONS
8 NOT PARTICIPATE IN UCB WHEN IT IS AVAILABLE?

9 A. There are a number of reasons why Subscribers/customers or Subscriber Organizations
10 choose to remain on dual billing. As discussed above, from the Subscriber/customer
11 perspective, receiving a separate bill from the Subscriber Organization makes it easier for
12 the Subscriber/customer to verify that the subscription fee is being billed correctly. For
13 example, if the Subscriber Organization has the right to change the level of the subscription
14 fee, the Subscriber/customer will want to monitor the subscription fee. With UCB, the
15 Subscriber Organization could direct the utility to change the level of credit and may not
16 inform the Subscriber/customer, and the Subscriber/customer may be unaware of the
17 change.

18 In addition, a separate bill allows the customer to readily compare offers from other
19 Subscriber Organizations. Finally, there may be some jurisdictions where the application
20 of the community solar credit to the customer bill can reduce applicable taxes and fees that
21 the utility would otherwise collect, effectively increasing the value of the credit.

22 From the perspective of some Subscriber Organizations, such as those that offer
23 other energy efficiency, equipment monitoring and maintenance, and other customer

1 services, maintaining an ongoing relationship with the Subscriber can lead to other sales
2 opportunities.

3
4 Q14. DOES UCB IMPOSE BURDENS ON ANY PARTIES?

5 A. Yes, first and foremost, Utility Consolidated Billing imposes significant burdens on the
6 utility. As discussed in more detail in the affidavit of Melissa Lejeune, ENO would have
7 to devote significant time and money to modify their billing systems and to develop and
8 integrate new communication pathways with the Subscriber Organizations to receive and
9 input into the same billing system the amount of bill credit(s) to be retained and remitted
10 to the Subscriber Organizations. ENO also would incur ongoing maintenance costs
11 associated with UCB, as well as the costs and burdens of handling Subscriber/customer
12 issues and inquiries that would result, which I discuss below. In addition, ENO would need
13 to develop processes to remit the cash payment to the Subscriber Organizations.

14
15 Q15. ARE THERE OTHER CONCERNS WITH UTILITY CONSOLIDATED BILLING?

16 A. Yes. Implementing UCB creates challenges for the utility's call center when Subscribers
17 inquire about their reduced credits. Because ENO is not a party to the contract between the
18 Subscriber and the Subscriber Organization, ENO's call center personnel would not be
19 prepared to explain the basis for the reduced credits. Nevertheless, ENO's call center
20 personnel will be the recipient of the bulk of customer inquiries. In addition, the retention
21 of credits and the corresponding payments to Subscriber Organizations will likely require
22 changes to accounting processes. Finally, consolidated billing may impact other customer

care processes such as budget billing, collections processes as well as rules for shut-off for non-payment.

Q16. CAN OTHER CUSTOMERS BE HARMED BY UCB?

A. Yes. To the extent that the full cost of implementing UCB, inclusive of both one-time system modification costs and ongoing expenses for increased call center usage and Subscriber Organization interaction, is not fully paid for by the Subscriber Organizations, there will be incremental costs imposed on non-participating customers.

IV. CONSOLIDATED BILLING LANDSCAPE

Q17. HOW MANY U.S. JURISDICTIONS HAVE AUTHORIZED SOME FORM OF A COMMUNITY SOLAR PROGRAM?

A. According to data published by the National Renewable Energy Laboratory (“NREL”), as of February 2025, twenty-four (24) states and the District of Columbia currently have some form of authorized community solar program.²

Q18. OF THESE JURISDICTIONS, HOW MANY PROGRAMS HAVE UCB?

A. Of these jurisdictions, currently, nine have third-party community solar programs operating under UCB (i.e., AK, IL, MD, NJ, NY, MN, OR, VA and VT).³ This list excludes several states in which utilities own solar generation and then permit customers to opt-in pursuant

² See www.nrel.gov/state-local-tribal/community-solar which indicates there are 44 states with community solar projects but only 24 states with community solar programs.

³ See NREL data tracker CS State Policy Tracker_Q2&3_2025_v2.0_External. Available at: <https://www.nrel.gov/state-local-tribal/community-solar>.

1 to a tariff (i.e., CA, DE, NH, NM, RI and VA). These programs are excluded from
2 consideration here because these programs do not require utilities to bill for solar
3 generation supplied by third parties as would be required under the proposed New Orleans
4 community solar program.

5
6 Q19. ARE THERE NOTABLE DIFFERENCES BETWEEN THE JURISDICTIONS THAT
7 AUTHORIZED CONSOLIDATED BILLING AND WHAT IS BEING
8 CONTEMPLATED IN THIS DOCKET BEFORE THE COUNCIL?

9 A. Yes. The notable difference is that the Council employs traditional regulation of its
10 vertically-integrated utility ENO. In contrast, of the nine jurisdictions that have
11 implemented UCB, Maryland, Illinois, New Jersey, New York and Virginia have
12 historically operated under a fully competitive retail electric model where customers shop
13 for retail electric supply and the utility bills for these supplier services under agreements
14 executed between the licensed competitive supplier and the host utility. As described in
15 greater detail below in Section VI, the requirements of suppliers and utilities under vertical-
16 integration and competitive retail supply differ significantly and should be a critical factor
17 considered in the determination of the use of UCB. In fact, of the jurisdictions that do not
18 have competitive retail markets, only Alaska, Minnesota, Oregon, and Vermont offer UCB
19 for community solar.

1 Q20. WHAT OTHER NOTABLE COMMUNITY SOLAR PROGRAM REQUIREMENTS
2 HAVE BEEN SET BY STATES TO PROTECT CONSUMERS OR TO ADDRESS THE
3 PER CUSTOMER COST OF ADMINISTERING A COMMUNITY SOLAR
4 PROGRAM?

5 A. The New York Public Service Commission (“NYPSC”) requires that Subscriber
6 Organizations abide by the Uniform Business Practices for Distributed Energy Resource
7 Suppliers which specifies minimum standards that all service providers must meet.⁴ In
8 addition, the NYPSC specifies that under UCB, subscribers must receive at least 5% of the
9 bill credits. This protection was added following a NYPSC determination that many
10 residential consumers choosing competitive retail supply in New York had paid higher
11 rates to competitive retail suppliers than available through the utility’s default generation
12 service.⁵

13 Regarding excess implementation costs, Illinois has restricted the required use of
14 UCB to the two larger utilities, Commonwealth Edison and Ameren, by setting a threshold
15 of 200,000 customer accounts. Commonwealth Edison serves over 4 million electric
16 customers, and Ameren Illinois serves 1.2 million electric customers. Illinois’ restriction is
17 designed to ensure that billing system costs, such as those identified by Company witness

⁴ dps.ny.gov/system/files/documents/2024/11/uniform-buisness-practices-for-distributed-energy-resource-supplies.pdf

⁵ See Case 15-M-0127, Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process, issued December 12, 2019. This Order mandates that competitive retail suppliers selling to mass-market customers must either: guarantee savings compared to the utility’s full-service pricing; offer a fixed rate no higher than the trailing 12-month average utility cost; or deliver an energy-related value-added product or service.

1 Melissa Lejeune, do not exceed the benefits arising from such investments for smaller
2 utilities.⁶

3
4 V. **CONSOLIDATED BILLING WORKS BEST IN**
5 **COMPETITIVE ELECTRIC MARKETS**

6 Q21. WHAT IS THE RELATIONSHIP BETWEEN RETAIL COMPETITIVE MARKETS
7 AND UTILITY CONSOLIDATED BILLING?

8 A. Within most competitive retail electric markets, utilities bill for residential supplier
9 generation services under either a “rate ready” or “bill-ready” arrangement. Under these
10 billing arrangements, a licensed retail electric supplier enters into an agreement with the
11 utility permitting the utility to bill and collect charges for supplier services. The utility then
12 collects both utility and supplier charges from customers and remits payment back to the
13 supplier.⁷

14
15 Q22. WHY IS THE EXISTENCE OF RETAIL COMPETITION A REASONABLE
16 PRECONDITION FOR UCB?

17 A. Retail competition provides access to a billing process and billing system designed to
18 manage the pass-through of third-party generation charges as would occur with UCB. This
19 system can then be leveraged for community solar programs. Pass-through billing

⁶ Community Solar Consolidated Billing Review of State Requirements, Policies and Key Considerations, National Association or State Energy Officials, at 13. Available at: [https://www.naseo.org/data/sites/1/documents/publications/Community%20Solar%20Consolidated%20Billing%20Final\[43\].pdf](https://www.naseo.org/data/sites/1/documents/publications/Community%20Solar%20Consolidated%20Billing%20Final[43].pdf)

⁷ Most retail competitive electric markets operate under a “purchase-of-receivables” structure in which the competitive supplier is paid by the utility whether or not the customer pays their consolidated electric bill.

1 processes and systems have been in place for more than 15 years in most competitive
2 markets and thus the billing processes and systems are well developed. In their 2025 report
3 on community solar implementation, NREL noted that “[s]tates with competitive retail
4 choice markets are more likely to be better prepared for consolidated billing.”⁸ NREL
5 further noted that in cases in which utilities are using billing software that lacks that ability
6 to handle pass through billing, community solar UCB may require “an entirely new feature
7 to be operationalized.”⁹ Thus, the Council should not rely on experience from jurisdictions
8 with existing competitive retail programs to inform its decision regarding UCB
9 implementation in the case of ENO without considering the above advantages that
10 competitive retail jurisdictions have in implementing UCB.

11
12 Q23. DOES THE EXISTENCE OF RETAIL COMPETITION PRIOR TO THE
13 IMPLEMENTATION OF COMMUNITY SOLAR UCB PROVIDE OTHER
14 CONSUMER BENEFITS?

15 A. Yes. Competitive retail markets include a set of consumer protections that would also
16 protect community solar customers. These protections take the form of an extensive set of
17 procedures, policies and rules that are designed to ensure that consumers understand retail
18 electric supplier offers and suppliers adhere to specific consumer protections (i.e., supplier
19 tariffs, licensing and required training for supplier sales representatives) and seek to ensure
20 that consumers understand that the bill they receive from the utility includes both cost-of-

⁸ See <https://docs.nrel.gov/docs/fy25osti/90867.pdf> at 6.

⁹ Ibid.

1 service rates approved by regulators and unregulated competitive generation rates that
2 regulators do not set. Insufficient understanding and consumer education can lead to
3 consumer confusion over which entity is providing the services being billed and what rights
4 the consumer has related to these services and charges.

5
6 Q24. DESPITE THE PROTECTIONS THAT EXIST IN COMPETITIVE RETAIL MARKETS
7 SURROUNDING UCB, DO THESE MARKETS STILL EXPERIENCE PROBLEMS
8 RELATED TO CONSUMER EDUCATION?

9 A. Yes. Even in competitive retail electric markets, there have been numerous cases in which
10 suppliers have used UCB to charge consumers rates above otherwise applicable utility rates
11 without the consumer's knowledge. These situations have resulted in several states
12 requiring that competitive offers cannot exceed the otherwise applicable utility rate and
13 mandating the elimination of UCB for low-income customers.¹⁰ This experience suggests
14 that UCB can actually be detrimental to the advancement of community solar if it results
15 in a negative consumer experience.

¹⁰ See Maryland Senate Bill 1 which ends utility consolidated billing; NY PSC ban on electricity and gas sales to low incomes customers under Case Number 16085/12-M-0476; and MA Senate Bill 2738 which prohibits an energy marketer from signing a new or renewal contract for residential electricity generation service.

VI. CONCERNS OF IMPLEMENTING COMMUNITY SOLAR CONSOLIDATED BILLING

Q25. GIVEN THAT ENO IS JUST ROLLING OUT ITS COMMUNITY SOLAR PROGRAM, DO YOU BELIEVE IT IS APPROPRIATE TO REQUIRE THE COMPANY TO ALSO IMPLEMENT UCB?

A. No. While UCB may be an option in certain mature jurisdictions that already have experience with and significant levels of participation from community solar, it would not be appropriate to require it for ENO.

Q26. WHY IS THAT?

A. First, UCB is not a prerequisite for a healthy community solar program. In fact, many markets are working effectively without it. Secondly, as recognized by Illinois, for a smaller utility such as ENO, it is not clear that the benefits of UCB justify the time and expense that will be borne by the Company and its customers to develop the necessary systems for implementation.

Q27. CAN UCB BE IMPLEMENTED MANUALLY WITHOUT BILLING SYSTEM MODIFICATIONS?

A. No, the operational risk of manually billing processes is significant and any delays and/or errors could give Subscribers/customers a frustrating experience with community solar and undermine the positive benefits a simpler program can bring. For example, the desire to implement “Net Crediting”, New York’s term for UCB, after New York had a robust community solar market led to numerous complaints and significant frustration from

1 customers, developers, utilities and regulators alike due to the complexity of the underlying
2 processes. Similarly, NREL's report acknowledges that "[t]he technical and administrative
3 considerations are clearly complex and numerous where consolidated billing is
4 concerned."¹¹ Simply put, UCB can only be implemented with careful planning, an
5 automated billing system, defined rules for setting subscription fees, and defined processes
6 for communicating both subscriptions shares and retained credits between the developer
7 and the utility, none of which are simple or inexpensive.

8
9 Q28. BUT WON'T CONSUMERS BENEFIT FROM UCB?

10 A. As discussed above, not all customers desire it. Furthermore, because neither the Council
11 nor the Company is privy to the contract terms between the Subscriber Organization and
12 the Subscriber, UCB can cause customer confusion and adversely impact program
13 receptivity. Also, for any existing contracts, the Subscriber Organization is likely to retain
14 any cost savings associated with the utility handling the billing, collections, and customer
15 care functions. Therefore, it is not guaranteed that UCB requirements lead to savings for
16 community solar Subscribers compared to dual billing arrangements.

17 Dual billing is a proven model that has been used to successfully initiate other
18 community solar markets and has a proven ability to grow community solar participation.
19 It is a better model for smaller utilities like ENO because it avoids unnecessary investments

¹¹ NREL at 7.

1 in customer care and billing systems and avoids imposing additional regulatory burdens on
2 both the Company and the Council.

3
4 **VII. RECOMMENDATIONS AND CONCLUSIONS**

5 Q29. WHAT ARE YOUR RECOMMENDATIONS?

6 A. The Council should recognize that successful community solar billing does not require
7 Utility Consolidated Billing and maintain dual billing as the standard for ENO. Doing so
8 maintains clarity and accountability as the Company handles regulated energy transactions
9 and the Subscriber Organizations manage the contractual and billing obligations under their
10 agreements with individual Subscribers. UCB introduces complexity, cost, and risk without
11 clear benefits in a traditional regulated jurisdiction with a vertically-integrated utility such
12 as ENO. In contrast, dual billing is practical, cost-effective, and customer-friendly.

13
14 Q30. DOES THIS COMPLETE YOUR TESTIMONY?

15 A. Yes, it does.

AFFIDAVIT

STATE OF NEW YORK

COUNTY OF NEW YORK

NOW BEFORE ME, the undersigned authority, personally came and appeared, **STEPHEN B. 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 B. WEMPLE

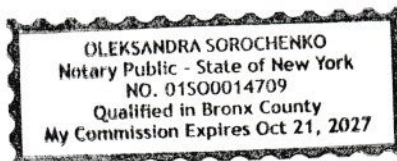
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 16 DAY OF JANUARY 2026



NOTARY PUBLIC

My commission expires: 10/21/2027



STEPHEN B. WEMPLE
VICE PRESIDENT

Stephen Wemple joined Concentric in 2024 with over thirty years of experience in the energy industry. Most recently, Mr. Wemple served as a senior executive at Consolidated Edison, where his work included extensive experience developing and implementing clean energy strategies at utility scale. Mr. Wemple's expertise is in regulatory and future of energy matters, including distributed energy resources, distribution system planning, development of green hydrogen, battery storage, and renewable power development, as well as energy trading across wholesale and retail markets. He is an effective and well-networked communicator with demonstrated success in shaping energy policy at the New York State and regional levels.

AREAS OF EXPERTISE

Distributed Energy Resources

Developed market strategies and compensation mechanisms to utilize distributed energy resources (DER) through New York State's Market Design and Integration Working Group, Value of DER (VDER) proceeding, Utility Thermal Energy Network proceeding and the Market Design and Platform Technology Working Group.

Distribution System Planning

Led development of the initial Distribution System Implementation Plans to integrate DER into the New York utilities planning and forecasting process and establish criteria for solicitations of non-wire alternatives to potentially defer traditional utility investments.

Hydrogen

Developed plan with NE Regional Hydrogen Hub to use green hydrogen to decarbonize the Company's steam system.

Energy Storage

Negotiated contract with 100 MW / 400 MWh energy storage project to be built in Queens, NY; successfully advocated with NYPSC to prioritize larger storage projects participating in the NYISO's wholesale markets.

Large Scale Renewables

Advocated for coordinated transmission buildout to interconnect offshore wind installations and for utility ownership of large-scale renewables to provide more renewable energy at a lower cost to utility customers.

Business Development

Generating positive financial results for Con Edison and third-party clients through the acquisition of transmission scheduling and asset management contracts with utilities and merchant generators; development and execution of cross-border capacity trades between PJM, ISONE and NYISO for CEE



and third-party clients; support of CES' commodity and demand-response sales efforts; and qualification of CES' energy efficiency projects in PJM capacity markets. Ensured all such activities were properly modelled in trade capture / risk reporting system and compliant with risk policies.

Market Development & Advocacy

Providing regulatory coverage in NYISO, ISO-NE, and PJM Committees and Working Groups; representation in FERC proceedings and settlement negotiations; and advocacy in state regulatory proceedings. Member of the Market Design and Platform Technology working group developing market rules for the NY PSC's Reforming the Energy Vision (REV) proceeding.

Compliance

Developed corporate procedures for mandatory NERC obligations; FERC training and compliance with Market Based Rate requirements; CFTC compliance with Dodd Frank obligations; registration and compliance for renewable generation facilities with DOE and FERC.

Regulatory lead for Con Edison's Competitive Energy Businesses (CEBs) in NYISO, PJM, FERC and state proceedings:

- Submitted affidavit to FERC on market power screens to maintain Market Based Rates for all Con Edison companies.
- Identified and acquired profitable Transmission Congestion Contracts for CEE and assisted CES in developing new retail commodity products.
- Developed and implemented pricing programs and marketing strategies for CES' retail electric sales.
- Favorably influenced NY PSC's Renewable Portfolio Standard and Provider of Last Resort Proceedings and Maryland's Resource Adequacy and Standard Offer Services proceedings.
- Testified at FERC and in New York, New Jersey and Pennsylvania state proceedings addressing retail and wholesale energy markets.
- Developed business strategies and marketing plans for gas and electric commodity sales.
- Developed product offerings and trading strategies to hedge customer costs with price fixed and floating priced retail electricity contracts.
- Successfully advocated for NYISO rules to allow customer-sited generation and demand response to participate in NYISO's capacity markets.
- Member of the NYISO Transition Team – precursor to the Management Committee – responsible for NYISO's initial market rules and governance processes.



PROFESSIONAL HISTORY

Concentric Energy Advisors, Inc. (2024 - Present)

Vice President

Consolidated Edison (2016-2023)

General Manager, Utility of the Future

Con Edison Competitive Shared Service (2006 – 2016)

Vice President, Regulatory Affairs

Con Edison Energy/Solutions (1998 – 2006)

Director, Regulatory Affairs

Consolidated Edison (1987 – 2006)

Manager, Competitive Opportunities' Transition Team

Manager, Energy Services

EDUCATION

Cornell University

Master of Engineering & Bachelor of Science in Mechanical Engineering

DESIGNATIONS AND PROFESSIONAL AFFILIATIONS

Point O' Woods Volunteer Fire Company

Assistant Chief, and active firefighter since 1987

NYISO Business Issues Committee

Past Chair

SPONSOR	DATE	CASE/APPLICANT	DOCKET	SUBJECT
Public Service Commission of the District of Columbia				
Washington Gas Light	2025	Investigation into Pipe Replacement Plan	Formal Case No. 1179	Gas Decarbonization and Non-Pipe Alternatives
Illinois Commerce Commission				
Commonwealth Edison Company	2024	Petition for Approval of a Multi-Year Rate Plan	Docket No. 23-0055 (cons)	Co-Located Load and Generation, Non-Wires Alternatives and Distributed Energy Resources
New York State Public Service Commission				
Consolidated Edison Company of New York	2023	Con Edison Rate Case	Docket No. 22-E-0064	Ownership of utility-scale renewables
New Jersey Board of Public Utilities				
Con Edison Development	2013	Jersey Central Power & Light Rate Case	Docket No. ER12111052	Cost allocation to solar facilities
Connecticut Energy & Technology Committee				
Con Edison Development & Con Edison Solutions	2009, 2010, 2011	Legislative Testimony	Senate Bill 1, House Bills 5505, 6507, 6010 & 6512	Renewable energy development and procurement of retail electric supply
Federal Energy Regulatory Commission (FERC)				
Con Edison Solutions	2008	Keyspan-Ravenswood	Docket No. EL05-17-003	NYISO calculation of capacity obligations.
EEI & Con Edison Energy	2006	FERC Technical Conference	Docket No. ER05-1410 & EL05-148	Long Term Fixed Resource Adequacy Requirement

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.

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New Orleans, Louisiana, this 16th day of January 2026.



Leslie M. LaCoste