

E. Minimum Charge

The monthly minimum will be the sum of the Customer Charge, the Billing Load Charge, and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for the additional costs.

III. **METERING, PHASE AND VOLTAGE OF SERVICE**

Service under this rate schedule will be rendered at the Company's standard phase and voltage available at the point of service. Customer will pay a facilities charge as set forth in Schedule AFC for any applicable nonstandard or duplicative facilities.

Where Customer elects to take service at the available line voltage (greater than Secondary), metering will be installed at that voltage and Customer will receive the applicable Voltage Adjustment pursuant to § II (D) above. In such cases, Customer may elect to have Company install the necessary transformation facilities to provide service at a lower voltage and Customer will then pay facilities charges pursuant to Schedule AFC. At Company's option, metering may then be at Secondary and metered quantities will be adjusted pursuant to § II (F) above.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

IV. **POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 80% of measured monthly maximum kVA used during any 30-minute interval exceeds the corresponding measured kW, Company will use 80% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW load is specified herein. However, where Customer's power factor is regularly 80% or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factors will be utilized to compute the on-peak maximum kVA as discussed above.

V. **OFF-PEAK PROVISION**

In case the monthly maximum kW load occurs during an off-peak period and is also greater than the Contract Power, such monthly maximum kW load will be reduced, for purposes of § II (B) by 80% but will not be thereby reduced to a smaller number of kW than Contract Power as defined in § VII.

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours.

Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, except that Memorial Day, Labor Day and Independence Day (July 4 or nearest weekday if July 4 is on a weekend) are not on-peak.

Winter on-peak hours, for purposes of this schedule, are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend) are not on-peak.

### SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE GS-TOD (Cont.)

Sheet No.: 12  
Effective Date: Proposed  
Revision: 13  
Supersedes: GS-TOD Effective 6-30-12  
Schedule Consists of: Two Sheets

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#### GENERAL SERVICE - TIME OF DAY

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Company at its sole discretion can change the on-peak hours and season from time to time.

#### VI. DETERMINATION OF BILLING LOAD

The kW of Billing Load will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to § III, IV and V above; or
- (B) 50% of the first 500 kW of Contract Power plus 75% of all additional kW of Contract Power as defined in § VII; or
- (C) 5 kW.

#### VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

- (A) Contract Power shall be the highest load established under VI (A) above during the 12 months ending with the current month.
- (B) For the initial 12 months of Customer's service, Contract Power shall be estimated in advance from best data available and subject to adjustment for difference in actual and estimated.

#### VIII. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power. Customers shall not sub-meter and resell any energy purchased under this rate except as may be specifically authorized by the appropriate regulatory authority.

#### IX. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE GS-TOD

### SECTION III RATE SCHEDULE

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SMC

Sheet No.: 13  
Effective Date: 6-30-12  
Revision: 11  
Supersedes: SMC Effective 8-15-10  
Schedule Consists of: One Sheet

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#### SPECIAL MINIMUM CHARGE RIDER TO SCHEDULES SGS, GS AND LGS

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##### I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to Customers served under Schedule SGS, GS or LGS at Customer's option for service to seasonal operations recurring annually, including but not limited to the following:

- Seasonal operations of agricultural products (rice, soybeans, cotton, etc);
- seasonally operated municipal facilities including sewage treatment plants, pumping stations and municipally-owned seasonal athletic fields;
- Municipal Utility Districts;
- churches;
- elementary and secondary schools (public and parochial) and state colleges and universities including the athletic fields of such educational institutions; and,
- ball parks operated by non-profit organizations and public playgrounds.

##### II. MODIFICATION TO REGULAR RATE SCHEDULE

Section V, Determination of Billing Load, under Schedules GS and LGS is modified to the extent that Billing Load will be the actual maximum kW load of the current month but not less than 5 kW under Schedule GS and 300 kW under Schedule LGS.

##### III. SEASONALLY OPERATED FACILITY RECONNECTIONS

Seasonally operated facilities such as those described above may, upon request, reconnect after the facility's regular seasonal operations have been completed. Such reconNECTIONS will be allowed in accordance with § A and B below. Where a portion of the service, such as lighting is on a year-round basis and not seasonally disconnected, Customer will arrange wiring so that such portion can be separately served, metered, and billed under the applicable rate schedule.

- A. Following a seasonal disconnect, the first reconnection of service requested in the same calendar year that the seasonal disconnect was requested will be free of charge.
- B. For each additional reconnection of service requested thereafter, in the same calendar year, the customer will be charged a Connection Charge in accordance with § II.B of Rate Schedule MES.

# SECTION III RATE SCHEDULES

SCHEDULE Q-8.8  
2013 TX RATE CASE  
Page 10.1 Page 21 of 249

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LGS

Sheet No.: 16  
Effective Date: Proposed  
Revision: 14  
Supersedes: LGS Effective 6-30-12  
Schedule Consists of: Two Sheets

## LARGE GENERAL SERVICE

### I. APPLICABILITY

This Schedule is applicable under the regular terms and conditions of the Company to Customers who contract for not less than 300 kW or not more than 2,500 kW of electric service at Company's available line voltage.

### II. NET MONTHLY BILL

- |    |  |                    |   |
|----|--|--------------------|---|
| A. | Customer Charge  | \$200.00 per month | R |
| B. | Billing Load Charge  |                    |   |
|    | All kW per month   | \$ 12.48 per kW    | I |
| C. | Energy Charge*   |                    | T |
|    | All kWh used   | \$ 0.00499 per kWh | I |
|    | *Plus the Fixed Fuel Factor per Schedule FF and all applicable riders. |                    | T |
| D. | Delivery Voltage Adjustment  |                    |   |

The Delivery Voltage below represents the voltage of the line from which service is delivered or, if applicable, the voltage used in determining the facilities charge under Schedule AFC. When service is metered at a voltage other than the Delivery Voltage, metered quantities will be adjusted by 1.5% for each transformation step to the Delivery Voltage.

Delivery Voltage	Adjustment	
Secondary	No adjustment	
Primary (2.4KV-34.5KV)	(\$0.75) per kW of Billing Load	R
69KV/138KV	(\$1.44) per kW of Billing Load	R

- E. Minimum Charge

The monthly minimum charge will be the sum of the Customer Charge, the Billing Load Charge, and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for the additional costs.

### III. METERING, PHASE AND VOLTAGE OF SERVICE

Service under this rate schedule will be rendered at the Company's standard phase and voltage available at the point of service.

(Continued on reverse side)

Where the Customer elects to take service at the available line voltage (greater than Secondary), metering will be installed at that voltage and Customer will receive the applicable Voltage Adjustment per § II (D) above. In such cases, Customer may elect to have Company install the necessary transformation facilities to provide service at a lower voltage. Customer will then pay facilities charges pursuant to Schedule AFC or at the Company's option, provide such facilities at Customer's own expense. At Company's option, metering may then be at Secondary and Customer's metered quantities will be adjusted pursuant to § II (D) above.

Where service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon demand, but weighted by kWh consumption at each voltage level.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

**IV. POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 85% of measured monthly maximum kVA used during any 30-minute interval exceeds the corresponding measured kW, Company will use 85% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW load is specified herein. However, where Customer's power factor is regularly 85% or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

**V. DETERMINATION OF BILLING LOAD**

The kW of Billing Load will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to §§ III, and IV above; or
- (B) 50% of the first 500 kW of Contract Power plus 75% of all additional kW of Contract Power as defined in § VI; or
- (C) 300 kW.

**VI. DETERMINATION OF CONTRACT POWER**

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

Contract Power shall be the highest load established under § V (A) above during the billing months of June - September during the 12 months ending with the current month. For the initial 12 months of Customer's service, Contract Power shall be estimated in advance from best data available and subject to adjustment for difference in actual and estimated.

**VII. USE OF SERVICE**

Electric service furnished under this rate shall not be used by Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power except in conjunction with rider for Standby and Maintenance Service. Customer shall not sub-meter and resell any energy purchased under this rate, except as may be specifically authorized by the appropriate regulatory authority.

### SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LGS (Cont.)

Sheet No.: 17  
Effective Date: Proposed  
Revision: 14  
Supersedes: LGS Effective 6-30-12  
Schedule Consists of: Two Sheets

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#### LARGE GENERAL SERVICE

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#### VIII. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE LGS

# SECTION III RATE SCHEDULES

SCHEDULE Q-8.8  
2013 TX RATE CASE  
Page 11.1 Page 24 of 249

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LGS-TOD

Sheet No.: 18  
Effective Date: Proposed  
Revision: 14  
Supersedes: LGS-TOD Effective 6-30-12  
Schedule Consists of: Two Sheets

## LARGE GENERAL SERVICE - TIME OF DAY

### I. APPLICABILITY

This Schedule is applicable on a voluntary basis under the regular terms and conditions of the Company to Customers having the appropriate metering and who contract for not less than 300 kW or not more than 2,500 kW of electric service to be used for general lighting and power.

### II. NET MONTHLY BILL

A.	Customer Charge	\$200.00 per month		R
		<u>Billing Months of</u>		T
		<u>May-October</u>	<u>November-April</u>	T
B.	Billing Load Charge			
	All kW per month	\$15.47 per kW	\$ 8.02 per kW	I
C.	Energy Charge*			T
	All kWh used On-peak	\$ 0.01361 per kWh	\$ 0.00488 per kWh	I
	All kWh used Off-peak	\$ 0.00414 per kWh	\$ 0.00414 per kWh	I
	*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.			
	See § V below for definition of on-peak and off-peak hours.			
				T
D.	Delivery Voltage Adjustment			T
	The Delivery Voltage below represents the voltage of the line from which service is delivered or, if applicable, the voltage used in determining the facilities charge under Schedule AFC. When service is metered at a voltage other than the Delivery Voltage, metered quantities will be adjusted by 1.5% for each transformation step to the Delivery Voltage.			
	<u>Delivery Voltage</u>	<u>Adjustment</u>		
	Secondary	No adjustment		
	Primary (2.4KV-34.5KV)	(\$0.75) per kW of Billing Load		R
	69KV/138KV	(\$1.44) per kW of Billing Load		R

(Continued on reverse side)

E. Minimum Charge

The monthly minimum charge will be the sum of the Customer Charge, the Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for the additional costs.

III. **METERING, PHASE AND VOLTAGE OF SERVICE**

Service under this rate schedule will be rendered at the Company's Standard phase and voltage available at the point of service.

Where the Customer elects to take service at the available line voltage (greater than Secondary), metering will be installed at that voltage and Customer will receive the applicable Voltage Adjustment pursuant to § II (D) above. In such cases, Customer may elect to have Company install the necessary transformation facilities to provide service at a lower voltage. Customer will then pay facilities charges pursuant to Schedule AFC or at the Company's option, provide such facilities at Customer's own expense. At Company's option, metering may then be at Secondary and Customer's metered quantities will be adjusted pursuant to § II (D) above.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

IV. **POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 85% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 85% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW load is specified herein. However, where Customer's power factor is regularly 85% or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factor will be utilized to compute the on-peak maximum kVA as discussed above.

V. **OFF-PEAK PROVISION**

In case the monthly maximum kW load occurs during an off-peak period and is also greater than Contract Power, such monthly maximum kW load will be reduced, for purposes of § II (B) by 80% but will not be thereby reduced to a smaller number of kW than Contract Power load, nor less than stipulated in §§ VI (C).

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours.

Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

Winter on-peak hours for purposes of this schedule, are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend) are not on-peak.



### SECTION III RATE SCHEDULES

Page 11.3

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LGS-TOD (Cont.)

Sheet No.: 19  
Effective Date: Proposed  
Revision: 14  
Supersedes: LGS-TOD Effective 6-30-12  
Schedule Consists of: Two Sheets

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#### LARGE GENERAL SERVICE - TIME OF DAY

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Company at its sole discretion can change the on-peak hours and season from time to time.

#### VI. DETERMINATION OF BILLING LOAD

The kW of Billing Load will be the greatest of the following;

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to §§ III, IV and V above; or
- (B) 50% of the first 500 kW of Contract Power plus 75% of all additional kW of Contract Power as defined in § VII; or
- (C) 300 kW.

#### VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

Contract Power shall be the highest load established under § VI (A) above during the 12 months ending with the current month. For the initial 12 months of Customer's service, Contract Power shall be estimated in advance from best data available and subject to adjustment for difference in actual and estimated.

#### VIII. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power. Customers shall not sub-meter and resell any energy purchased under this rate except as may be specifically authorized by the appropriate regulatory authority.

#### IX. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE LGS-TOD

**SECTION III RATE SCHEDULES****ENTERGY TEXAS, INC.**

Electric Service

**SCHEDULE LIPS**

Sheet No.: 26

Effective Date: Proposed

Revision: 6

Supersedes: LIPS Effective 6-30-12

Schedule Consists of: Two Sheets

**LARGE INDUSTRIAL POWER SERVICE****I. APPLICABILITY**

This Schedule is applicable under the regular terms and conditions of the Company to Customers who contract for not less than 2,500 kW of electric service at Company's available line voltage.

**II. NET MONTHLY BILL**

A.	Customer Charge	\$750.00 per month		I
		<u>Billing Months of</u>		T
		<u>May-October</u>	<u>November-April</u>	T
B.	Billing Load Charge			
	All kW per month	\$ 7.73 per kW	\$ 7.16 per kW	I
C.	Energy Charge*			T
	1 <sup>st</sup> 584 kWh/kW of Billing Load	\$ 0.005102 per kWh	\$ 0.005102 per kWh	I
	Additional kWh	\$ 0.003423 per kWh	\$ 0.003423 per kWh	I
	*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.			D, T
D.	Delivery Voltage Adjustment			
	The Delivery Voltage below represents the voltage of the line from which service is delivered or, if applicable, the voltage used in determining the facilities charge under Schedule AFC. When service is metered at a voltage other than the Delivery Voltage, metered quantities will be adjusted by 1.5% for each transformation step to the Delivery Voltage.			
	<u>Delivery Voltage</u>	<u>Adjustment</u>		
	Less than Transmission (69kV)	\$1.34 per kW of Billing Load		I
	Transmission (69kV)	\$0.06 per kW of Billing Load		I
	Transmission (138kV)	(\$0.27) per kW of Billing Load		R
	Transmission (230kV)	(\$0.71) per kW of Billing Load		R
E.	Minimum Charge			

(Continued on reverse side)

**III. METERING**

Where the available line voltage is Transmission (69kV) or higher, metering will be at such Transmission Voltage or at Company's option, metering may be on the low side of the transformer. In such case the metered quantities will be adjusted pursuant to § II. D and Customer will receive a Delivery Voltage Adjustment as though the metering was at the Transmission Voltage.

Where the available line voltage is less than Transmission (69KV), the metered quantities will be adjusted pursuant to § II. D.

Where service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon demand, but weighted by kWh consumption at each voltage level.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

**IV. POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

**V. OFF-PEAK PROVISIONS**

In case the monthly maximum measured 30-minute demand occurs during an off-peak period and is greater than Contract Power, such monthly maximum kW load will be reduced by 33-1/3% but will not be thereby reduced to a smaller number of kW than Contract Power, nor less than stipulated in §§ VI (C). Where the maximum kW load during off-peak periods does not exceed Contract Power, no reduction in off-peak maximum load will be made for billing purposes.

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours.

On-peak hours, for purposes of this schedule, are designated as 8:00 a.m. to 10:00 p.m. Monday through Friday of each week beginning on May 15 and continuing through October 15 of each year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

**VI. DETERMINATION OF BILLING LOAD**

The kW of Billing Load will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to §§ III, IV and V above; or
- (B) 75% of Contract Power as defined in § VII; or
- (C) 2,500 kW.

## SECTION III RATE SCHEDULES

SCHEDULE Q-8.8  
2013 TX RATE CASE  
Page 12.3 Page 29 of 249

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LIPS (Cont.)

Sheet No.: 26A  
Effective Date: Proposed  
Revision: 6  
Supersedes: LIPS Effective 6-30-12  
Schedule Consists of: Two Sheets

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### LARGE INDUSTRIAL POWER SERVICE

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#### VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

Contract Power shall be the highest load established under § VI (A) above during the 12 months ending with the current month. For the initial 12 months of Customer's service under the currently effective contract, Contract Power shall be the kW specified in the currently effective contract unless exceeded in any month during the initial 12-month period.

#### VIII. PHASE AND VOLTAGE OF SERVICE

At the option of the Company, service will be delivered at the Customer's utilization voltage or at available Transmission line voltage (69kV or higher). Service will be metered at, or corrected to, the Transmission line voltage at the point of delivery, or at Company's option, at the nearest transmission station supplying Customer's load.

#### IX. USE OF SERVICE

Electric service furnished under this rate shall not be used by Customer as an auxiliary or supplementary service to engines or other prime movers or to any other source of power except in conjunction with rider for Standby and Maintenance Service. Customer shall not resell nor share any energy purchased under this rate.

#### X. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE LIPS

# SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LIPS-TOD

Sheet No.: 27  
Effective Date: Proposed  
Revision: 6  
Supersedes: LIPS-TOD Effective 6-30-12  
Schedule Consists of: Two Sheets

## LARGE INDUSTRIAL POWER SERVICE - TIME OF DAY

### I. APPLICABILITY

This Schedule is applicable on a voluntary basis under the regular terms and conditions of the Company to Customers who contract for not less than 2,500 kW of electric service. The availability of this rate for new or additional business is subject to Customers having appropriate metering and the Company having the required capacity in generating and transmission facilities available to supply the load. Considerations of availability will take into account location on Company's system, time required to make service available, amount of remaining annual eligible load and other controlling factors.

### II. NET MONTHLY BILL

A.	Customer Charge	\$750.00 per month	I
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		<u>Billing Months of</u>		
		<u>May-October</u>	<u>November-April</u>	T
B.	Billing Load Charge			T
	All kW per month	\$ 8.52 per kW	\$ 6.19 per kW	I

C.	Energy Charge*			T
	1 <sup>st</sup> 584 kWh/kW of Billing Load	\$ 0.005102 per kWh	\$ 0.005102 per kWh	I
	Additional kWh	\$ 0.003423 per kWh	\$ 0.003423 per kWh	I

\*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

See § V below for definition of on-peak and off-peak hours.

D.	Delivery Voltage Adjustment		T
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The Delivery Voltage below represents the voltage of the line from which service is delivered or, if applicable, the voltage used in determining the facilities charge under Schedule AFC. When service is metered at a voltage other than the Delivery Voltage, metered quantities will be adjusted by 1.5% for each transformation step to the Delivery Voltage.

<u>Delivery Voltage</u>	<u>Adjustment</u>	
Less than Transmission (69kV)	\$1.34 per kW of Billing Load	I
Transmission (69kV)	\$0.06 per kW of Billing Load	I
Transmission (138kV)	(\$0.27) per kW of Billing Load	R
Transmission (230kV)	(\$0.71) per kW of Billing Load	R

(Continued on reverse side)

E. Minimum Charge

The monthly minimum charge will be the sum of the Customer Charge, Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for additional costs.

III. **METERING**

Appropriate metering facilities required for this tariff shall be of the interval data recorder type currently utilized by Company on its larger Customers. Should Customer requesting service under this schedule not have appropriate metering for time of use, then service will not be available until such metering can be installed by Company.

Where the available line voltage is Transmission (69kV) or higher, metering will be at such Transmission Voltage or at Company's option, metering may be on the low side of the transformer. In such case the metered quantities will be adjusted pursuant to § II. D and Customer will receive an applicable Delivery Voltage Adjustment as though metering was at Transmission Voltage.

Where the available line voltage is less than Transmission (69kV), the metered quantities will be adjusted pursuant to § II. D.

Where service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon demand, but weighted by kWh consumption, at each voltage level.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

IV. **POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW load is specified herein. However, where Customer's power factor is regularly 0.9 or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factor will be utilized to compute the on-peak maximum kVA as discussed above.

V. **OFF-PEAK PROVISIONS**

In case the monthly maximum measured 30-minute demand occurs during an off-peak period and is greater than Contract Power, such monthly maximum kW load will be reduced by 80% but will not be thereby reduced to a smaller number of kW than Contract Power, nor less than stipulated in §§ VI (C). Where the maximum kW load during off-peak periods does not exceed Contract Power, no reduction in off-peak maximum load will be made for billing purposes.

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours.

### SECTION III RATE SCHEDULES

Page 13.3

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LIPS-TOD (Cont.)

Sheet No.: 27A  
Effective Date: Proposed  
Revision: 6  
Supersedes: LIPS-TOD Effective 6-30-12  
Schedule Consists of: Two Sheets

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#### LARGE INDUSTRIAL POWER SERVICE - TIME OF DAY

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Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

Winter on-peak hours for purposes of this schedule are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend) are not on-peak.

Company may at its sole discretion change the on-peak hours and season from time to time.

#### VI. DETERMINATION OF BILLING LOAD

The kW of Billing Load will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to §§ III, IV and V above; or
- (B) 75% of Contract Power as defined in § VII; or
- (C) 2,500 kW.

#### VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

Contract Power shall be the highest load established under § VI (A) above during the 12 months ending with the current month. For the initial 12 months of Customer's service under the currently effective contract, Contract Power shall be the kW specified in the currently effective contract unless exceeded in any month during the initial 12-month period.

#### VIII. PHASE AND VOLTAGE OF SERVICE

At the option of the Company, service will be delivered at the Customer's utilization voltage or at available Transmission line voltage (69kV or higher). Service will be metered at, or corrected to, the Transmission line voltage at the point of delivery, or at Company's option, at the nearest Transmission station supplying Customer's load.

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(Continued on reverse side)

**IX. USE OF SERVICE**

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers or to any other source of power. Customer shall not resell nor share any energy purchased under this rate.

**X. AMOUNT DUE AND PAYMENT**

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE LIPS-TOD



## SECTION III RATE SCHEDULES

Page 14.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE IS

Sheet No.: 28  
Effective Date: 6-30-12  
Revision: 8  
Supersedes: IS Effective 8-15-10  
Schedule Consists of: Two Sheets

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### EXPERIMENTAL RIDER TO SCHEDULES LIPS AND LIPS-TOD FOR INTERRUPTIBLE SERVICE

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#### I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to existing interruptible load as of the effective date of this schedule and to new load from existing or new LIPS and LIPS-TOD Customers who contract for not less than 2,500 kW of Firm Contract Power and who contract for not less than 2,000 kW of Interruptible Contract Power.

#### II. AVAILABILITY

The availability of total Interruptible Service supplied by the Company under all Interruptible Service Riders will be limited to an amount equal to 5.3% of the projected Retail Company peak demand. The Company reserves the right to refuse service under Section III (A) of this rider if, in the opinion of the Company, such service could cause damage to property or persons or adversely affect the public health, safety and welfare. Interruptible loads may be served by Customer's auxiliary sources during times of interruption by Company, but must be returned to Company service as soon as practical after such service is restored.

#### III. BILLING AMOUNTS

All service rendered through the meter shall be billed as Billing Load at the rates established in the applicable rate schedule, with the exception that the minimum Billing Load shall be the Customer's Firm Contract Power, plus 20% of Customer's Interruptible Contract Power under (A), and/or (B) below as defined in Sections VI A and VI B below. The minimum billing load (20% of Contract Power) for the Customer's Interruptible load will be applied to the amount of load contracted for under each of the three options stated below.

The Interruptible Credit shall be applied to the Interruptible Power Billing Load which is the difference between the maximum demand registered on the meter during the billing period and the amount of Firm Contract Power, subject to the minimum provision as stated above. Such Firm Contract Power is subject to the off-peak provision included in Section V of the applicable rate schedule. If at any time the maximum demand in a month exceeds Total Contract Power, which shall be the sum of Firm Contract Power and Interruptible Contract Power, the increment shall serve to increase Firm Contract Power.

Interruptible Credit and Notice Requirement:

- (A) No notice requirement: \$4.88 credit per billing kW per month for all interruptible power as determined above.
- (B) Five (5) minute notice requirement: \$3.75 credit per billing kW per month for all interruptible power as determined above.

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(Continued on reverse side)

The total amount of Interruptible Contract Power (as defined in Section VI A) must be designated as subject to (A) and/or (B) above. In any billing month when the Interruptible Billing Load is less than the Interruptible Contract Power the amount of Interruptible Credit will be calculated as follows, subject to minimum requirements in Section III:

- (1) 5-minute notice requirement - Section III (B)
- (2) no notice requirement - Section III (A)

Energy Charges, fixed fuel factors, minimum charges, and delivery voltage credits are unchanged from the applicable rate schedule. Delivery voltage credits shall be applied to the total Billing Load.

#### IV. **NON-COMPLIANCE**

If at any time during the calendar year Company calls for an interruption and Customer fails to interrupt all load in excess of firm load for the entire period of interruption and within the time specified in Section III (B) following request by Company, the following penalty charge will be added to the Customer's bill for each occurrence:

Penalty Rate:

- A. An amount equal to the Interruptible Credit for the billing month, plus
- B. All kilowatts of Excess Demand (as defined in Section VI D below) times four (4) times the kW charge in Section II A of the applicable rate schedule.

Effective with the billing month following the second non-compliance by Customers (as described in B above), the total service contracted for under this rider will be transferred to and billed under the applicable rate schedule for at least the next 12 months. Customer may only return to this rider if the Company agrees that there is interruptible load that may be contracted for pursuant to Section II of this rider.

If Customer failed, in whole or part, to comply with any Company requested interruptions, the duration of such period of interruption shall not be considered an interruption for purposes of this rider. Instances where Company requests interruptible loads be kept off beyond the 10-hour daily limit, as in System emergencies, shall not be counted toward the Annual Interrupted Hours.

#### V. **INTERRUPTIONS**

Interruptions shall be requested by Company at the discretion of the Company as the Company deems necessary for any reason including, but not limited to, maintaining service to firm loads, avoiding establishment of a new system peak, maintaining service integrity in the area or other situations when reduction in load on the Company's system is required. To the extent possible interruptible loads will be interrupted before any curtailment of firm loads is requested or required. For loads requiring 5-minute notice, Customer is responsible for interrupting loads. For loads requiring no notice, interruptions will be made by Company via electronic data transmission equipment from Customer's location to the Company's system operator.

Normally, the required notice, if any, will be given to Customers before load must be interrupted. Longer or shorter notice will be given at Company's option at the time of notice. Service may be restored immediately upon notification by Company.

### SECTION III RATE SCHEDULES

Page 14.3

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE IS (Cont.)

Sheet No.: 29  
Effective Date: 6-30-12  
Revision: 8  
Supersedes: IS Effective 8-15-10  
Schedule Consists of: Two Sheets

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#### EXPERIMENTAL RIDER TO SCHEDULES LIPS AND LIPS-TOD FOR INTERRUPTIBLE SERVICE

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For loads requiring 5-minute notice, interruptions will be limited to no more than ten (10) hours per day (midnight to midnight) and to no more than two (2) interruptions per day. Interruptions will also be limited to a maximum of fifty (50) hours in a single week (12:01 a.m. Monday to 12:00 p.m. Sunday). Annual Interrupted Hours shall not exceed 600 hours in any calendar year. For loads requiring no notice, the hours of interruption are unlimited. Periods when the Interruptible Service is interrupted due to general system curtailment shall not be counted when Annual Interrupted Hours are determined.

#### VI. DEFINITIONS

- A. Interruptible Contract Power - The maximum amount of Kilowatts (kW) Customer has designated as subject to interruptions. This amount of Kilowatts is subject to interruptions in both on-peak and off-peak periods.
- B. Firm Contract Power - the amount of Kilowatts (kW) Customer intends to exclude from interruptions as defined herein. Nothing herein excludes such loads from the normal operating outages inherent to an electrical power system, nor from outages due to a System emergency. Firm Contract Power will be the amount of Kilowatts (kW) contracted for under this rider schedule or subsequently established per Section III above.
- C. Total Contract Power - the sum of Interruptible Contract Power and Firm Contract Power, as defined above.
- D. Excess Demand - the amount of Kilowatt (kW) demand occurring during a Period of Interruption which is in excess of Firm Contract Power, in either on-peak or off-peak periods.
- E. Period of Interruption - that span of time during which Customer's interruptible loads shall not be served by the Company. This shall begin at the time designated by Company to shed interruptible loads and shall terminate when Company notifies Customer the Period of Interruption is over.
- F. Annual Interrupted Hours - the total number of hours Company has interrupted service during the calendar year.

#### VII. CONTRACTS

- A. A Contract is required for this rider.

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(Continued on reverse side)

B. Term of Contract:

1. Within the first two years of service under this rider, Customer may elect to have all, or portions of, his Interruptible Contract Power converted to Firm Contract Power upon ninety (90) days written notice to Company, subject to the availability of new firm power service. If the election occurs during the first year of service under this schedule, the Customer shall return all monthly credits provided by this tariff until the date that the interruptible service is converted to firm service.
2. After two years (twenty-four consecutive months) of service under this rider, Customer may elect to have all, or portions of, his Interruptible Contract Power converted to Firm Contract Power, upon three (3) years written notice to Company, subject to the availability of new firm power service.
3. Upon conversion of loads under (1) or (2) above, or upon termination of Interruptible Service under this rider, Customer may not increase his remaining Interruptible Contract Power, or initiate new service under this rider, for a period of twelve (12) months following such conversion or termination, and then only subject to the availability of new Interruptible Service.
4. Any additions of Interruptible Contract Power will be considered increases to existing loads, rather than new blocks requiring separate contracts, and will be subject to the same conditions outlined in (1), (2), or (3) above that are then relevant to the existing service.

VIII. **METERING**

- A. All interruptible service will be served through the total service meter. Company may require telemetering of the Customer's loads to the Company's system operator.
- B. Costs of telemetering facilities, including rental or investment costs of communications circuits, may be included in the Facilities Charge, or Customer may elect to pay a lump sum to offset the additional investment by Company.

In the case of Facilities Charges, such charges will continue beyond the date of termination or conversion of Interruptible loads (as discussed in Section VII) until the Company's investment has been recovered. A separate contract for such Facilities Charges may be required.

IX. **CONDITIONS OF SERVICE**

Customers contracting for service under Section III (A) of this Schedule will provide, at Customer's expense, Company specified electronic data transmission equipment from Customer's location to the Company's system operator. Specifications for electronic data equipment are available from Company upon request.

X. **USE OF SERVICE**

Electric service furnished under this rate shall not be used by the Customer as an Auxiliary or Standby Service. Customer shall not resell nor share any energy purchased under this rate.

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SCHEDULE IS

### SECTION III RATE SCHEDULES

**ENTERGY TEXASS, INC.**  
Electric Service

SCHEDULE PPS

Sheet No.: 31A  
Effective Date: 1-28-09  
Revision: 1  
Supersedes: PPS Effective 12-18-98  
Schedule Consists of: One Sheet

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#### OPTIONAL RIDER TO SCHEDULE LIPS FOR PIPELINE PUMPING SERVICE

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**I. APPLICABILITY**

This optional rider is applicable under the regular terms and conditions of the Company for electric service to pipeline pumping station customers (Standard Industrial Classification codes 4612, 4613 and 4922) who elect to take service utilizing this rider.

**II. MODIFICATION TO THIRD PARAGRAPH OF SECTION V. OF RATE SCHEDULE LIPS**

On-peak hours, for the purposes of this schedule, are designated as 1:00 p.m. to 8:00 p.m. Monday through Friday beginning on May 1 and continuing through September 30 of each year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

**III. CONDITIONS OF SERVICE**

Customers taking service under this rider are required to contract for a minimum initial term of four (4) years.

### SECTION III RATE SCHEDULES

Page 16.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE PM

Sheet No.: 34  
Effective Date: 1-28-09  
Revision: 5  
Supersedes: PM Effective 12-18-98  
Schedule Consists of: One Sheet

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#### RIDER TO SCHEDULE LIPS FOR PLANNED MAINTENANCE

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##### I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to Customers taking service under Schedule LIPS who schedule, at Company's convenience, reductions in their firm electric load normally served from Company's system, for purpose of Customer's normal annual maintenance programs. Such reductions must be arranged at least one month in advance, and must be compatible with Company's generation needs, as determined by Company's operating personnel.

##### II. AVAILABILITY

This rider will be available only during the months of June through September, unless specifically approved by Company. Only scheduled load reductions will be recognized for billing purposes, and recognized reductions must be arranged to be compatible with the projected peak-shaving needs of Company at the time of the proposed reductions.

##### III. MODIFICATIONS TO REGULAR RATE SCHEDULES

The ratchet applicable to Contract Power shall be waived to the extent of the actual reductions occurring at the time when such reductions were scheduled to occur. The recognized reduction for billing purposes shall be limited to the smaller of the following:

- A. The kW demand reduction specified when scheduled, or
- B. The difference between the highest measured demand, during the billing month in which the reduction period began, and the highest measured demand during the reduction period.

A credit, including applicable voltage adjustment, will be applied to Customer's bill for all recognized kW, prorated according to the ratio of the cumulative hours such loads are removed to the total hours in the billing month. Cumulative hours of removal shall be interpreted as described in § IV below. Where Customer's highest measured demand during the requested reduction shows no reduction, the Customer's PM request for that billing period is void.

##### IV. REDUCTIONS IN LOAD

Reductions shall not be arranged for more than firm Contract Power. The cumulative kW load reductions in a single calendar year shall not exceed the highest measured 30-minute kW demand during the previous twelve months ending with the current month.

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Cumulative hours of removal shall be limited to a minimum of twenty-four hours if taken consecutively, or to a minimum of ten hours per day if taken as periodic daily reductions. In the latter case, such periodic daily reductions must be taken during on-peak hours as defined in the rate schedules. The ratchet applicable to Contract Power will be waived to the extent of the kW loads to be removed from Company's system, as specified at the time such reductions are scheduled.

**V. CONDITIONS OF SERVICE**

- A. The term of any contract for service under this rider shall be such as may be agreed upon, but not less than one year.
- B. Customer will maintain a lagging power factor of 0.90, or higher, at all times. If it is necessary to install corrective devices to maintain such power factor, Customer will provide and maintain such corrective devices.

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SCHEDULE PM

## SECTION III RATE SCHEDULES

Page 17.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE EAPS

Sheet No.: 37  
Effective Date: Proposed  
Revision: 8  
Supersedes: EAPS Effective 8-15-10  
Schedule Consists of: Two Sheets

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### EXPERIMENTAL ECONOMIC AS-AVAILABLE POWER SERVICE

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#### I. APPLICABILITY

This experimental economic as-available schedule is applicable to all retail Customers having self-generation capability greater than 5,000 kW which was both permanently existing on site and in operating condition as of March 8, 1993. The power taken under Schedule EAPS shall only be used for the displacement, in total or in part, of the Customer's self-generating capability. A Customer may not contract for Schedule EAPS power in excess of the design capacity of the Customer's power production facilities. Service taken under Schedule EAPS shall not displace load historically served by the Company.

#### II. AVAILABILITY

This schedule is available upon request, for a minimum of 1,000 kW on an hourly basis; provided that the Company reserves the right to limit the amount of power sold under this rate. The Company also reserves the right to limit the availability of power sold under this rate in accordance with Section VIII. If the Company's projected capacity margin for the next calendar year is less than 13%, service under this rate will not be available in the next calendar year and all years thereafter. This schedule shall remain in effect for five (5) years from the effective date unless an extension is requested by the Company and approved by the appropriate regulatory authority.

#### III. MODIFICATION OF REGULAR RATE SCHEDULE

Service taken under this schedule may be in addition to service provided by the Company under other rate schedules. The other rate schedule(s) in such case will be modified by the addition of Sections IV, V and VI of this schedule if necessary to make such other rate schedules consistent with this rate.

#### IV. DETERMINATION OF BILLING DEMAND AND ENERGY

##### A. Customer with a Contract for Service under Firm Rate Schedules:

- (1) The load taken under Schedule EAPS in each half hour shall be the kW amount requested under Schedule EAPS. Where the Customer's actual metered kW is less than the amount requested under Schedule EAPS, the actual metered kW shall be the amount taken under Schedule EAPS in that half hour.
- (2) The energy taken under Schedule EAPS shall be the demand in each half hour as determined in (1) above divided by two and accumulated over the time period it is requested.

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(Continued on reverse side)



- (3) The demand and energy taken under other rate schedules shall be determined based on the remaining loads after Schedule EAPS is determined as described in (1) above. In any month which Schedule EAPS is requested, the contract power under the other rate schedule(s), including both firm and interruptible loads exclusive of Schedule EAPS, shall not be less than the contract power in the previous month and shall be treated as if the contract power were set in the current month. The demand under other rate schedules will be adjusted for power factor in accordance with Section IX F.

B. Customers without a Contract for Firm Power

- (1) The energy taken under Schedule EAPS shall be the total actual metered energy during the time period for which Schedule EAPS service is requested. Where the Customer also has a request for Standby or Maintenance Service, the load taken under Schedule EAPS shall be the amount requested under Schedule EAPS with the remaining load on Standby or Maintenance Service.
- (2) Any power taken beyond the provisions of Schedule EAPS shall be purchased in accordance with the provisions of the Customer's contract for standby or maintenance service from the Company. If no other contract for service exists, any power taken beyond the provisions of Schedule EAPS shall be priced at the load charges, energy charges and fuel charges for the applicable firm service rate for that occurrence.

V. **ENERGY CHARGE**

Energy shall be sold hour by hour at the Company's incremental fuel or purchased power cost plus 4.21 mills (a + b), calculated as follows:

- a. The energy taken under Schedule EAPS in each hour shall be multiplied times the hourly Locational Marginal Price ("LMP") at the applicable load zone and totaled for the billing month. The applicable load zone is the load zone created to represent the Customer in the Midcontinent Independent System Operator (MISO) settlement system; otherwise, the load zone created to represent the rest of ETI's retail load. The total shall be multiplied times the Customer's service voltage specific loss multiplier in accordance with Section IX E. Current load zone LMP values are available from MISO and may be accessed by the Customer. LMP values are subject to true-up by MISO.
- b. The total energy taken under Schedule EAPS shall be multiplied times 4.21 mills per kWh. This amount shall be added to the amount calculated in (a).

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The Company will review the energy charges as stated above biennially and submit such review to the appropriate regulatory authority. The Company may, subject to approval by the appropriate regulatory authority, change such charges.

## SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE EAPS (Cont.)

Sheet No.: 38  
Effective Date: Proposed  
Revision: 8  
Supersedes: EAPS Effective 8-15-10  
Schedule Consists of: Two Sheets

### EXPERIMENTAL ECONOMIC AS-AVAILABLE POWER SERVICE

#### VI. MONTHLY MINIMUM PAYMENT

A Customer contracting for service under firm rate schedules and under Schedule EAPS shall pay a minimum amount for service under the firm schedules, exclusive of Schedule EAPS, in any month that power is taken under Schedule EAPS. The base rate revenues in the current month shall not be less than the base revenues derived by applying the current base rate charges to the corresponding base period month billing determinants adjusted as necessary for rate structure changes. The base period shall be the twelve-month period prior to the effective date of the Customer's initial contract for Schedule EAPS. Base revenues will be compared between the base period month and the current month. Both base energy charge revenues and base Billing Load Charge revenues will be compared separately to determine if the minimums have been met. Any billing adjustment required to satisfy the monthly minimum payment shall be made in the current billing month. Firm rate schedules and associated riders, exclusive of Schedule SMS, will be included in the determination of the monthly minimum payment. The monthly minimum payment is applicable if power is taken under Schedule EAPS during any hour in the billing month.

The base year billing determinants for a Customer under a new firm contract will be determined by mutual agreement.

#### VII. NOTIFICATION BY CUSTOMER

The Customer must notify the Company's system operator regarding any and all Schedule EAPS transactions. The Customer will make notification of the date, beginning of the hour start time and kW amount requested prior to taking service under Schedule EAPS. The Customer will also make notification of the date and hour ending time prior to the Customer's discontinuance of taking service under Schedule EAPS.

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#### VIII. PROVISIONS FOR AVAILABILITY

- A. Customer will discontinue taking service under Schedule EAPS upon notification by the Company. The notification period shall be determined by contractual agreement based on the Customer's generation operating characteristics.
- B. Availability of Schedule EAPS shall be at the discretion of the Company as the Company deems necessary in, but not limited to, maintaining service to firm loads, avoiding establishment of a new system peak, maintaining service integrity in the area or other situations when reduction in load on the Company's system is required.
- C. All load remaining after the notification period shall be considered firm load and billed according to the applicable firm rate for one year and subject to all billing provisions including demand ratchets and minimums, notwithstanding any earlier scheduled termination of Customer's contract for service under this or any other schedule.

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**IX. CONDITIONS OF SERVICE**

- A. Customer may not use this schedule in lieu of firm, standby, maintenance or auxiliary service.
- B. Company will not be required to install additional facilities to serve Customer.
- C. Customer shall not resell or share any energy purchased under this schedule. If a Customer obtains the right to sell power to anyone other than the Company, no service under Schedule EAPS may be taken.
- D. Service will be supplied under this rate only to Customers having both their load and generation behind a single meter capable of recording power flow in or out.
- E. The voltage specific loss factors used in this rate shall be based on the loss study approved by the Commission in the Company's most recent general rate case.
- F. Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

**X. AMOUNT DUE AND PAYMENT**

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE EAPS

## SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE TSS

Sheet No.: 40  
Effective Date: Proposed  
Revision: 19  
Supersedes: TSS Effective 6-30-12  
Schedule Consists of: One Sheet

### TRAFFIC SIGNAL SERVICE

#### I. APPLICABILITY

This rate is applicable, under the regular terms and conditions of the Company, to municipalities and other political subdivisions of the state, for the supply of electric energy to street and highway traffic signals, including video camera apparatus, under contract, which signals and related facilities are owned, operated, and maintained by the Customer. Service is available where the Company has adequate existing facilities adjacent to the signal or point of service. If additional facilities are required customer will pay Company's cost to install such facilities in advance of installation. This rate applies separately to each point of delivery.

#### II. NET MONTHLY BILL

Energy Charge\*

All kWh used: \$0.02622 per kWh

\*Plus fixed fuel factor per Schedule FF and all applicable riders.

#### III. DETERMINATION OF KWH

Monthly kWh, for billing purposes, will be determined by the Company, based on data supplied by the Customer, subject to review at any time by either party. The monthly kWh, for billing purposes, will be the effective signal demand in nominal watts rating (disregarding incidental control accessories, overlaps and dark periods during changes of the signals, and dark periods of flashing signals) times the year-round daily average use (to the nearest whole hour) times 30 (days) divided by 1,000. For loads of neon or other special signals, the watts demand will be determined by the Company if necessary information is available, otherwise the demand will be established by measurement.

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## SECTION III RATE SCHEDULES

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**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SHL

Sheet No.: 41  
Effective Date: Proposed  
Revision: 18  
Supersedes: SHL Effective 6-30-12  
Schedule Consists of: One Sheet

### STREET AND HIGHWAY LIGHTING SERVICE

#### I. APPLICABILITY

This rate schedule is applicable under the regular terms and conditions of the Company to road lighting systems including lighting for public streets, roads, and thoroughfares in municipalities, incorporated cities, recognized unincorporated communities and subdivisions having an incorporated home owner association. This rate is not available for private area lighting.

#### II. TYPE OF SERVICE

Lights will burn from dusk to dawn for approximately 4,000 hours per year. The lighting facilities installed will be Company's standard approved facilities for the particular application.

#### III. NET MONTHLY BILL

<u>Rate Group A<sup>(1)</sup></u>				
<u>Type</u>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Rate</u>	<u>Code</u>
HPS	100	38.3	\$ 6.65 <sup>(2)</sup>	4PG;4PJ;U4PG
HPS	150	58.6	\$ 7.16 <sup>(2)</sup>	4PP;U4PP
HPS	250	100.0	\$11.59 <sup>(2)</sup>	4PA;U4PA
HPS	400	150.0	\$14.21 <sup>(2)</sup>	4PC;U4PC

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<sup>(1)</sup> See § IV

<sup>(2)</sup> Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

#### Rate Group C

Where the Company agrees to install facilities other than its standard street light fixture and lamp as provided under Rate Group A, a lump sum payment will be required, based upon the installed cost of all facilities excluding the cost of its standard street light fixture and lamp. Customer will be billed under Rate Group A.

#### Rate Group D

Where the Company furnishes energy only for Customer owned and maintained mercury vapor, high pressure sodium, metal halide, induction, or Light Emitting Diode (LED) street and highway lighting systems, including incidental lighting such as underpass lighting and obstruction flashers on high mast lighting, a charge will be made to the Customer at the rate of \$0.03637 per kWh<sup>(2)</sup>. (Rate Code 4GA)

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**IV. SERVICE CONDITIONS**

The charges under "Rate Group A" include the cost of installation, maintenance, energy supply, and control by the Company of standard street light fixtures and lamps mounted on existing wood poles.

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Under Rate Groups A and C a \$25.00 replacement fee will apply for all replacements of functioning lights that result in an increase in wattage.

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Service under Rate Group D is supplied based on the Customer's statement of the type of fixture and wattage of the bulb to which service is supplied. It is the Customer's responsibility to notify the Company in writing of any changes to these Customer-owned facilities.

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Upon fixture failure, High Pressure Sodium (HPS) street light fixtures will be replaced with like fixtures and Mercury-Vapor street light fixtures will be replaced with an equivalent HPS cobra head light fixture unless Company is directed in writing by the Customer to use a different type light fixture.

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Company shall use due diligence in the operation and maintenance of the equipment and facilities so as to furnish the Customer, as nearly as may be, a continuous and uninterrupted street lighting service, as herein provided; but it is expressly understood and agreed that the Company shall not be liable to the Customer, or anyone else, by reason of or for any claim or damage resulting from the failure of the Company to keep said street lights, or any one or more of them, burning during the hours designated, where such failure is the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, vandalism, failure of City to furnish adequate police protection, acts of God or the public enemy, or other acts of conditions reasonably beyond the control of the Company. Further, the Company shall not be held liable to the Customer or anyone else, for any matter arising out of or damages or claims resulting from the failure, for any cause, of any one or more of said street lights herein specified to be burning during the hours designated.

N

Company may remove a street light which has been repeatedly damaged or vandalized by a third party. Four repair requests within a three month period is considered repeatedly. In lieu of removal, Customer may pay, in advance, the cost to repair or replace the street light.

N

**V. AMOUNT DUE AND PAYMENT**

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

SCHEDULE SHL

## SECTION III RATE SCHEDULES

Page 20.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE ALS

Sheet No.: 42  
Effective Date: Proposed  
Revision: 20  
Supersedes: ALS Effective 6-30-12  
Schedule Consists of: One Sheet

### AREA LIGHTING SERVICE

#### I. APPLICABILITY

This rate is applicable under the regular terms and conditions of the Company in areas designated by Company where facilities of adequate capacity and suitable voltage are available. This rate is not applicable to street and highway lighting.

#### II. TYPE OF SERVICE

Unmetered lighting service from dusk to dawn every night, approximately 4,000 hours per year, served from Company's existing overhead and wood pole distribution system under conditions specified in § IV. The lighting facilities installed will be Company's standard approved facilities for the particular application.

#### III. NET MONTHLY BILL

	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Lamp</u>	<u>Code(s)</u>	
<b>Lights</b>					T
<b>"Security Light"</b>					
High Pressure Sodium Open Bottom	100	38.3	\$ 6.65 <sup>(1)</sup>	4CE;4CG; U4CE	R
Metal Halide Open Bottom	320	120	\$18.32 <sup>(1)</sup>	4CV;U4CV	N
<b>"Flood Light"</b>					
High Pressure Sodium	100	38.3	\$ 8.09 <sup>(1)</sup>	4CJ;U4CJ	R
High Pressure Sodium	400	150.0	\$15.06 <sup>(1)</sup>	4CK;U4CK	R
High Pressure Sodium	1,000	367.3	\$26.33 <sup>(1)</sup>	4CR;U4CR	R
Metal Halide	320	120.0	\$13.09 <sup>(1)</sup>	4CU;U4CU	R
Metal Halide	1,000	367.3	\$25.19 <sup>(1)</sup>	4CS;U4CS	R
<b>"Decorative Light"</b>					N
High Pressure Sodium Shoebox	400	150	\$19.77 <sup>(1)</sup>	4CW;U4CW	N
High Pressure Sodium Shoebox	1000	367.3	\$31.77 <sup>(1)</sup>	4CX;U4CX	N
Metal Halide Shoebox	320	120	\$24.29 <sup>(1)</sup>	4CY;U4CY	N
Metal Halide Shoebox	1000	367.3	\$34.63 <sup>(1)</sup>	4CZ;U4CZ	N
High Pressure Sodium Acorn	150	58.6	\$12.39 <sup>(1)</sup>	4DA;U4DA	N
Metal Halide Acorn	150	58.6	\$17.94 <sup>(1)</sup>	4DB;U4DB	N
High Pressure Sodium Colonial	150	58.6	\$10.15 <sup>(1)</sup>	4DC;U4DC	N
High Pressure Sodium Colonial	250	100	\$14.05 <sup>(1)</sup>	4DD;U4DD	N

(Continued on reverse side)

Poles	Monthly Rate	Code(s)	
<u>"Wood"</u> <sup>(2)</sup>			
Standard Wood Pole -35 foot Class 5	\$ 7.30 <sup>(1)</sup>	4CT;U4CT	R
<u>"Metal"</u> <sup>(2)(3)</sup>			
Metal 30 foot 5X5	\$11.36 <sup>(1)</sup>	4DE;U4DE	N
Metal 39 foot Rounded- tapered	\$15.76 <sup>(1)</sup>	4DF;U4DF	N
<u>"Fiberglass"</u> <sup>(2)(3)</sup>			
Direct Embedded 18' Pole	\$5.54 <sup>(1)</sup>	4DG;U4DG	N
(1) Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.			T
(2) If pole is not accessible by truck, additional cost will be charged pursuant to Section IV.			N
(3) Poles will be either direct embedded or installed on auger base. Underground perimeter lighting only.			N

#### IV. GENERAL PROVISIONS

For the Security Light and Flood Light rates set forth in § III above, Company will install, own and maintain the required facilities mounted on an existing wood pole or other existing support owned by Company and, when required, one overhead span of secondary extension per light. The Customer will pay in advance a nonrefundable lump sum payment of \$25.00 for each "Security Light" or 100 Watt "Flood Light", and \$50.00 for each "Flood Light" over 100 Watts to partially cover the Company's cost to install the facilities. A request for replacement of a functioning light will be considered a new installation and the installation charges mentioned above will apply.

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When additional facilities, not provided for in the rates set forth in § III (light, standard wood pole accessible by truck, and one span of overhead secondary), are required, Customer will pay in advance of installation, Company's cost to install such facilities plus the non-refundable lump sum payment as set forth above.

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Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practical following notification by Customer.

Company may remove a light which has been repeatedly damaged or vandalized by a third party. Four repair requests within a three month period is considered repeatedly. In lieu of removal, Customer may pay, in advance, the cost to repair or replace the light.

N

#### V. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

SCHEDULE ALS



## SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LS-E

Sheet No.: 43  
Effective Date: Proposed  
Revision: 19  
Supersedes: LS-E Effective 6-30-12  
Schedule Consists of: Two Sheets

### LIGHTING SERVICE TO EXISTING INSTALLATIONS ONLY (CLOSED TO NEW BUSINESS)

#### I. APPLICABILITY

This rate schedule is applicable under the regular terms and conditions of the Company to Street and Highway Lighting Service, Area Lighting Service, and Residential Subdivision Lighting (existing installations or extensions thereof) only. This rate is not applicable to new installations.

#### II. TYPE OF SERVICE

Lights will burn from dusk to dawn for approximately 4,000 hours per year.

#### III. NET MONTHLY RATE

##### RATES FROZEN UNDER SCHEDULE SHL

Lamp Type	Lamp Wattage	Monthly kWh	Group A <sup>(1)</sup>		Group B <sup>(1)</sup>		Group C <sup>(1)</sup>	
			Rate <sup>(3)</sup>	Code	Rate <sup>(3)</sup>	Code	Rate <sup>(3)</sup>	Code
MV	100 <sup>(2)</sup>	42.4	\$ 5.57	4KA,4WJ	--	--	\$7.65	4MA
MV	175 <sup>(2)</sup>	70.0	\$ 6.68	4KB,4WK	--	--	\$8.76	4MB
MV	250 <sup>(2)</sup>	97.3	\$ 9.20	4WB	--	--	--	--
MV	400 <sup>(2)</sup>	153.5	\$11.96	4KC	--	--	--	--
HPS	100	38.3	\$ 8.73	4KE,4WM	\$8.27	4FD	--	--
HPS	250	100.0	\$13.67	4PL	--	--	--	--
				4P4	\$6.99	4PB	--	--

(1) See §§ IV A, IV B or IV C of this Schedule.

(2) See § IV D of this Schedule.

(3) Plus fixed fuel factor per Schedule FF and all applicable riders.

##### Rate Group C

Where the Company furnishes overhead service to metal or concrete poles, Customer pays the charge under Rate Group C above which includes the Group A Rate plus a pole charge of \$2.08 per month. Subsequently, if the existing metal or concrete pole must be replaced for any reason, customer will pay the installed cost of such replacement and thereafter will pay the monthly charge under Group A.

##### RATES FROZEN UNDER SCHEDULE ALS

Lamp Type	Lamp Wattage	Monthly kWh	Fixture on Existing Wood Pole		Fixture + Added Pole	
			Rate	Code	Rate	Code
MV "Security Light" <sup>(1)</sup>	175	70.0	\$ 6.67 <sup>(2)</sup>	4CA;U4CA	\$ 8.75 <sup>(2)</sup>	4CB
MV "Security Light" <sup>(1)</sup>	400	153.5	\$11.98 <sup>(2)</sup>	4CC;U4CL	\$14.06 <sup>(2)</sup>	4CD
MV "Flood Light" <sup>(1)</sup>	400	153.5	\$11.98 <sup>(2)</sup>	4CL	\$14.06 <sup>(2)</sup>	4CM
MV "Flood Light" <sup>(1)</sup>	1,000	367.3	\$17.56 <sup>(2)</sup>	4CN	\$19.64 <sup>(2)</sup>	4CO

(1) See §§ IV C and D of this Schedule.

(2) Plus fixed fuel factor per Schedule FF and all applicable riders.

(Continued on reverse side)

RATES FROZEN UNDER RIDER SCHEDULE RLU

Lamp Type	Lamp Wattage	Monthly kWh	Rate Per Unit								
			<u>L(1)</u>	<u>Code</u>	<u>P(2)<sup>(1)</sup></u>	<u>Code</u>	<u>LP(3)</u>	<u>Code</u>	<u>L(4)</u>	<u>Code</u>	
MV	100 <sup>(2)</sup>	10.6	\$1.46 <sup>(3)</sup>	130;4JA	\$1.46	140	\$2.39 <sup>(3)</sup>	150	--	--	R
MV	175 <sup>(2)</sup>	17.5	\$1.73 <sup>(3)</sup>	160	\$1.73	170	\$2.66 <sup>(3)</sup>	180	--	--	R
HPS	100 <sup>(2)</sup>	9.6	--	--	--	--	--	--	\$1.80 <sup>(3)</sup>	190	R

(1) Monthly kWh not applicable to P(2).  
(2) See § IV D of this Schedule.  
(3) Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

- L(1) Rate Designation L applies to the following type Customer:
- i. Those in subdivisions containing wood street lighting standards.
  - ii. Those in subdivisions containing aluminum or concrete standards where the Company has received a contribution from Developer or others covering the higher costs of aluminum or concrete standards relative to wood standards.
- P(2) Rate Designation P applies to Customers served in subdivisions where the lights are installed on aluminum or concrete standards and an agency pays the normal street lighting charges exclusive of the charges for aluminum or concrete standards. This charge does not apply where Company has received a contribution from Developer or others covering the higher costs of aluminum or concrete standards relative to wood standards.
- LP(3) Rate Designation LP applies to Customers served in subdivisions containing aluminum or concrete standards where no agency pays any of the normal street lighting charges and Company did not receive a contribution for the difference in cost of aluminum and concrete standards relative to wood standards.
- L(4) As of the effective date of the "Closed" Schedule RLU, existing agreements will be honored as described in the "Closed" Schedule RLU and all provisions of same will apply.

**IV. GENERAL PROVISIONS**

- A. The charges shown under "Rate Group A" (Schedule SHL) include the ownership costs including installation, maintenance, energy supply, and control by the Company of existing standard street light fixtures and lamps mounted on existing standard wood poles.
- B. Under "Rate Group B" (Schedule SHL) all street lighting equipment, poles, luminaires, and overhead circuits or underground cables are provided by the Customer in accordance with Company standards. The charges shown under "Rate Group B" are applicable when the Company furnishes energy at secondary voltage and maintains Customer's system to the extent of replacing burned-out lamps, cleaning outer globes, making patrols and inspections, and maintaining control switches at each point of delivery. Any other maintenance, installations, replacements, or removals, shall be done only upon written request and at the expense of the Customer. Rate Group B is also applicable where the Company has installed nonstandard facilities and the Customer has made a lump-sum payment to cover the total cost of all such facilities, including the fixture.

SCHEDULE LS-E

(Continued on next page)

# SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
 Electric Service

SCHEDULE LS-E (Cont.)

Sheet No.: 44  
 Effective Date: Proposed  
 Revision: 19  
 Supersedes: LS-E Effective 6-30-12  
 Schedule Consists of: Two Sheets

## LIGHTING SERVICE TO EXISTING INSTALLATIONS ONLY (CLOSED TO NEW BUSINESS)

Under RATES FROZEN UNDER SCHEDULE SHL, Rate Groups A and C and RATES FROZEN UNDER RIDER SCHEDULE RLU, if the Company determines the MV fixture and/or ballast no longer functions (where no inventory exists) and cannot be repaired then the Company will replace the fixture with a comparable HPS fixture and the installation cost will not apply. A customer request for replacement of a functioning MV light will have an installed cost of \$50 for each light fixture. If a Customer(s) receiving RLU service wishes to have a functioning fixture replaced the Customer(s) must obtain written agreement from all other Customers sharing the monthly payment for that fixture and must provide such written agreement to the Company. The requesting Customer must pay in advance the \$50 installation fee referenced above.

- C. For the rates set forth in § III (RATES FROZEN UNDER SCHEDULE ALS) above, Company will own and maintain existing facilities at its own cost and expense, mounted on an existing wood pole or other support approved by Company.

For additional facilities consisting only of a normally installed wood pole not in excess of 35 feet and one span of secondary, the Customer pays the Net Monthly Rate shown under Fixture + Added Pole which includes the Fixture on Existing Wood Pole Rate plus \$2.08 per month. If the existing pole must be replaced for any reason customer will pay the installed cost of such replacement and thereafter the Fixture on Existing Wood Pole Rate will apply.

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Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practical following notification by Customer.

Under RATES FROZEN UNDER SCHEDULE ALS a customer request for replacement of a functioning MV light will be considered a new installation, and the Customer will pay in advance a nonrefundable lump sum payment of \$25.00 for each "Security Light" or 100 Watt floodlight and \$50.00 for each "Flood Light" over 100 Watts. If Company determines the MV fixture and/or ballast no longer functions (where no inventory exists) and can not be repaired then Company will replace the fixture with a comparable HPS fixture and the installation cost will not apply.

- D. Replacement of burned out bulbs will continue for these lights as long as these bulbs are in inventory. However, when fixtures and/or ballasts must be replaced (where no inventory exists), Company owned fixtures will be replaced with an equivalent or similar fixture according to Entergy Standards.

(Continued on reverse side)

**V. AMOUNT DUE AND PAYMENT**

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE LS-E

## SECTION III RATE SCHEDULES

Page 22.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SHL-LED

Sheet No.: 112  
Effective Date: Proposed  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: One Sheet

### STREET AND HIGHWAY LIGHTING SERVICE – LIGHT EMITTING DIODE (LED)

#### I. APPLICABILITY

This rate schedule is applicable under the regular terms and conditions of the Company to road lighting systems including lighting for public streets, roads, and thoroughfares in municipalities, incorporated cities, recognized unincorporated communities and subdivisions having an incorporated home owner association. This rate is not available for private area lighting.

#### II. TYPE OF SERVICE

Lights will burn from dusk to dawn for approximately 4,000 hours per year. The lighting facilities installed will be Company's standard approved facilities for the particular application.

#### III. NET MONTHLY BILL

<u>Type</u>	<u>Lamp Wattage (Nominal)</u>	<u>Monthly kWh</u>	<u>Rate</u>	<u>Code</u>
LED Cobra head	67	22	\$12.02 <sup>(1)</sup>	4LA
LED Cobra head	110	37	\$13.10 <sup>(1)</sup>	4LB
LED Cobra head	140	47	\$15.90 <sup>(1)</sup>	4LC
LED Cobra head	213	71	\$20.77 <sup>(1)</sup>	4LD

<sup>(1)</sup> Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

The charge under this rate includes the cost of installation, maintenance, energy supply, and control by the Company of a LED light fixture mounted on existing standard wood pole.

Where the Company agrees to install LED light fixture(s) other than on an existing standard wood pole, a lump sum payment will be required prior to construction, based upon the installed cost of all facilities excluding the cost of the LED light fixture and customer will be billed the applicable LED rate.

#### IV. SERVICE CONDITIONS

A \$25.00 replacement fee will apply for all replacements of functioning light fixtures. Replacements requested by Customer will be scheduled consistent with available materials and the Company's available normal resources.

Upon LED fixture failure, street light fixtures will be replaced with equivalent LED fixtures unless Company is directed in writing by the Customer to use a different type light fixture.

(Continued on reverse side)

Company shall use due diligence in the operation and maintenance of the equipment and facilities so as to furnish the Customer, as nearly as may be, a continuous and uninterrupted street lighting service, as herein provided; but it is expressly understood and agreed that the Company shall not be liable to the Customer, or anyone else, by reason of or for any claim or damage resulting from the failure of the Company to keep said street lights, or any one or more of them, burning during the hours designated, where such failure is the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, vandalism, failure of City to furnish adequate police protection, acts of God or the public enemy, or other acts of conditions reasonably beyond the control of the Company. Further, the Company shall not be held liable to the Customer or anyone else, for any matter arising out of or damages or claims resulting from the failure, for any cause, of any one or more of said street lights herein specified to be burning during the hours designated.

Company may remove a street light fixture which has been repeatedly damaged or vandalized by a third party. Four repair requests within a three month period is considered repeatedly. In lieu of removal, Customer may pay, in advance, the cost to repair or replace the street light.

**V. AMOUNT DUE AND PAYMENT**

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

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SCHEDULE SHL

## SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
**ELECTRIC SERVICE**  
  
**SCHEDULE MES**

Sheet No.: 45  
Effective Date: Proposed  
Revision No.: 8  
Supersedes: MES Effective 6-30-12  
Schedule Consists of: One Sheet

### MISCELLANEOUS ELECTRIC SERVICE CHARGES

#### I. APPLICABILITY

A charge shall be assessed, or credit provided, for the activities and services listed below in accordance with the provisions and prices herein.

#### II. DESCRIPTIONS

##### Trip Fee

A charge of fourteen dollars (\$14.00) will be made when Company is required to dispatch an employee to a customer's location.

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##### Connection

A charge of twenty dollars (\$20.00) per event will be made for those services provided in order to connect a Customer's new point of delivery to the Company's electric distribution system or to make connection changes to a Customer's existing point of delivery to the Company's electric distribution system.

##### Disconnect/Reconnect Fee

A charge per event will be made for those services provided in order to disconnect or reconnect a Customer's point of delivery to the Company's electric distribution system where service has been terminated or suspended due to any reason allowing for disconnection or suspension of service set forth in Company's Terms and Conditions Applicable to Electric Service. In unusual cases of abuse or tampering, Company will charge all reasonable out-of-pocket expenses necessary to restore its facilities to original condition. Service will not be reconnected until Customer pays the total amount of any funds due the Company, plus the applicable charge(s) stated below.

A charge of fifteen dollars (\$15.00) per event during normal business hours will be charged to disconnect or reconnect services. The reconnection request will be deemed to have occurred during normal business hours if the Customer or other authorized party requests reconnection between 8:00 AM and 4:30 PM on a normally scheduled work day and makes payment of all billing and fees at a Company authorized payment stations by 4:30 PM of that day.

A charge of thirty dollars (\$30.00) will be charged to reconnect when the Customer or authorized party requests reconnection and makes payment of all billing amounts and fees at a Company authorized payment station between the hours of 4:30 PM and 7:00 PM. If full payment is made after 7:00 PM, reconnection that same day will be made only in cases of a Company-determined extreme emergency.

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##### Non-Sufficient Funds Charge

The Company shall charge a Non-Sufficient Funds Charge when payment by check or other payment device is not honored and returned by the Customer's financial institution, payor, holder or the holder's assignee for any reason other than bank error. The Customer shall be charged fifteen dollars (\$15.00).

(Continued on reverse side)

### Temporary Metered Service Connection

A charge for temporary service connection and meter installation will be made where distribution lines are readily available and the installation of additional poles and lines is not necessary to provide service to the Customer, as follows:

- One hundred twenty-four dollars (\$124) on each connection for residential construction. T,I
- Greater of one hundred twenty-four dollars (\$124) or estimated Company net costs, on each connection for other temporary service. T,I

Where distribution lines are not readily available, or where additional poles or lines are necessary, charges will be derived based upon the Company's extension policies. Customer will be placed on appropriate Company rate schedule(s) for electric service.

### Payment by Drawdraft and Levelized/Equal Payment

A one dollar (\$1.00) per month credit will be provided when Customer currently authorizes drawdraft payments at the due date for services rendered by Company and the drawdraft is honored for payment in full, and the Customer also has either levelized or equal payment of billing.

### Remote Meter Installation

When there is (a) a threat of violence against a Company employee or contractor, or (b) a refusal to grant access to the Company's meter at the Customer's premises, or (c) a Customer request for installation of off-site meter reading, the Company will make reasonable attempts to install an Off-site Meter Reading (OMR) kWh only meter at the premises to allow off-site meter reading for any non-demand metered customer. A one-time charge of forty-two dollars (\$42.00) will be made for the installation of such meter.

### Tampering Deterrent

A charge of fifty dollars (\$50.00) will be made to Customers in instances of tampering with Company's meter or equipment, bypassing the same, or in other instances of diversion. This charge shall be imposed for the detection and confirmation of tampering, interfering or theft of the Company's delivery of electric service. This fee shall be paid prior to reconnection of service.

### Pulse Metering Installation/Interval Data Recorder Equipment)

A one-time charge of three hundred dollars (\$300) will be made to Customers for each installation of pulse metering/interval data recorder equipment. The Customer must enter into an agreement entitled Agreement and Terms and Conditions for Pulse Metering Installation. If the Customer is a participant in a load management program, the Customer must enter into an agreement entitled Agreement for Installation of Interval Data Recorder Equipment.

### Meter Test Fee

A charge of thirty dollars (\$30.00) will be made each time a customer requests a meter test within four years of a meter test performed at Company's expense and the subsequent meter test finds that the meter registers within the accuracy standards established by ANSI.

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### SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE MRS

Sheet No.: 46  
Effective Date: 1-28-09  
Revision: 3  
Supersedes: MRS Effective 8-3-84  
Schedule Consists of: One Sheet

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#### **BIMONTHLY METER READING AND BILLING APPLICABLE TO ALL SCHEDULES OF RATES**

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At Company's option, meters may be read bimonthly (every other month), and bills may be rendered bimonthly, or monthly with an estimated interim bill, except bills based on measured maximum loads. Bimonthly bills will be computed by doubling the Customer Charge or Minimum Charge and calculating the Energy charge based on the bimonthly readings.

## SECTION III RATE SCHEDULES

Page 25.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE AFC

Sheet No.: 47  
Effective Date: 6-30-12  
Revision No.: 13  
Supersedes: AFC Effective 8-15-10  
Schedule Consists of: Two Sheets

### ADDITIONAL FACILITIES CHARGE RIDER

#### I. DESCRIPTION

When the Customer requests and Company installs facilities other than those normally furnished for like levels of service to similar Customers ("Additional Facilities") or a Customer continues to benefit from Additional Facilities that were installed at the request of a prior Customer, the Customer will enter into an Agreement for Additional Facilities ("Agreement") with the Company and pay to the Company a net monthly charge based on the investment by Company in such Additional Facilities and the monthly percentages from either Option A or Option B below, as appropriate. At the execution of each Agreement, the Customer will have a one-time election to select either Option A or Option B for the definition of the monthly rate associated with Company's investment in the Additional Facilities. In the event Customer fails to execute the election acknowledgment of the Agreement, Customer shall be deemed to have elected Option A. Any subsequent capital additions, replacements, or modifications of the Additional Facilities will be treated as described in Option A and Option B below.

#### II. OPTION A

Customers that select Option A for the Additional Facilities must pay a net monthly Facilities Charge ("FC") of one and eleven hundredths percent (1.11%) per month of the installed cost of all Additional Facilities included in the Agreement.

#### III. OPTION B

Customers that select Option B for Additional Facilities must define in the Agreement the number of years (the "Recovery Term") that will define the appropriate monthly rates to be applied to the Company's investment. The Recovery Term cannot be longer than 10 years. The following table specifies the monthly percentages for application during the selected Recovery Term and any years following the Recovery Term. These percentages will apply monthly to the installed cost of all Additional Facilities included in the Agreement.

<u>Selected Recovery Term (Years)</u>	<u>Monthly % During Recovery Term</u>	<u>Monthly % Post- Recovery Term</u>
1	9.52%	0.28%
2	5.14%	0.28%
3	3.68%	0.28%
4	2.95%	0.28%
5	2.52%	0.28%
6	2.23%	0.28%
7	2.03%	0.28%
8	1.88%	0.28%
9	1.76%	0.28%
10	1.67%	0.28%

(Continued on reverse side)

#### IV. SUBSEQUENT MODIFICATIONS, ADDITIONS AND REPLACEMENTS

Subsequent capital modifications and additions to Additional Facilities covered by an existing Option A Agreement shall be subject to the Option A rate as applied to the cost of the additions or modifications. At the Company's discretion, the subsequent capital modifications and additions shall be addressed either through an amendment to the existing Agreement or a new Agreement. Subsequent replacement of an Additional Facilities component currently subject to Option A will be subject to the Option A rate, as applied to the excess of the cost of replacement over the original installed cost of the replaced Additional Facilities. At the Company's discretion, the subsequent replacement shall be addressed either through an amendment to the existing Agreement or a new Agreement.

Subsequent capital modifications and additions to Additional Facilities covered by an existing Option B Agreement shall be subject to a new Option B Agreement covering the installed cost of such Additional Facilities, wherein Customer must select a Recovery Term that will define the appropriate monthly rate for application to such installed cost.

At the Company's discretion, subsequent replacement of an Additional Facilities component currently subject to Option B shall be subject to a new Agreement covering the installed cost of such replaced component. The Customer may select either Option A or Option B for the replacement. If the Agreement covering the replaced item remains in effect because there was not a total replacement of the Additional Facilities covered by the Agreement, the installed costs covered by such Agreement shall be reduced by the original cost of the replaced component. If the replacement occurs prior to the end of the Option B Recovery Term for the replaced component, the replacement installed cost shall be reduced by the salvage value of the replaced component, if any.

#### V. TERM OF AGREEMENT

##### A. OPTION A TERM

Where the Customer requesting the Additional Facilities has elected Option A, the term shall be from the Effective Date until the greater of (a) a period of ten (10) years, or (b) the period during which Customer receives electric service from Company. The "Original Term" of the Agreement shall be the 10-year period if Customer elects Option A. The "Secondary Term" shall be the period following the Original Term during which the Customer receives electric service from Company, irrespective of whether the Agreement for Electric Service has expired or is terminated.

In the event that a subsequent Customer succeeds the original Customer that requested the Additional Facilities and the subsequent Customer continues to benefit from the Additional Facilities, the subsequent Customer shall enter an Agreement to continue to pay the Facilities Charge under Option A if such was chosen by the original Customer. If Option A is applicable and the initial ten (10) year term from the Effective Date has not been satisfied, the subsequent Customer shall be obligated to enter an Agreement for a term equal to the greater of (a) the outstanding term of the original Customer's Agreement, or (b) the period during which the subsequent Customer receives electric service. If Option A is applicable and the initial ten (10) year term from the Effective Date has been satisfied, the subsequent Customer shall be obligated to enter an Agreement for a term equal to the greater of (a) the term of the subsequent Customer's Agreement for Electric Service, or (b) the period during which the subsequent Customer receives electric service from Company.

### SECTION III RATE SCHEDULES

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**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE AFC (Cont.)

Sheet No.: 47A  
Effective Date: 6-30-12  
Revision No.: 13  
Supersedes: AFC Effective 8-15-10  
Schedule Consists of: Two Sheets

#### ADDITIONAL FACILITIES CHARGE RIDER

Subject to Company's right to discontinue service in accordance with the terms herein and Company's right to remove the Additional Facilities pursuant to Section V herein, the Agreement can be terminated by the mutual written agreement of both parties or, once the Original Term has been fulfilled, by the written notification of the party wishing to terminate to the other party one (1) year in advance of the desired termination date, whether such termination notice occurs in the Original Term or the Secondary Term.

#### B. OPTION B TERM

Where the Customer has elected Option B, the term shall be from the Effective Date until the greater of (a) the end of the Customer's elected Recovery Term, or (b) the period during which Customer receives electric service from Company. The "Original Term" of the Agreement shall be the Recovery Term if Customer elects Option B. The "Secondary Term" shall be the period following the Original Term during which the Customer receives electric service from Company, irrespective of whether the Agreement for Electric Service has expired or is terminated.

In the event that a subsequent Customer succeeds the original Customer that requested the Additional Facilities and the subsequent Customer continues to benefit from the Additional Facilities, the subsequent Customer shall enter an Agreement to continue to pay the Facilities Charge under Option B if such was chosen by the original Customer. If Option B is applicable and the selected Recovery Term has not been satisfied, the subsequent Customer shall be obligated to enter an Agreement for a term equal to the greater of the remaining years of (a) the selected Recovery Term, or (b) the period during which the subsequent Customer receives electric service from Company. If Option B is applicable and the selected Recovery Term has been satisfied, the subsequent Customer shall be obligated to enter an Agreement for a term equal to the greater of (a) the term of the subsequent Customer's Agreement for Electric Service, or (b) the period during which the subsequent Customer receives electric service from Company.

Subject to Company's right to discontinue service in accordance with the terms herein and Company's right to remove the Additional Facilities pursuant to Section V herein, the Agreement can be terminated by the mutual written agreement of both parties or, once the Original Term has been fulfilled, by the written notification of the party wishing to terminate to the other party one (1) year in advance of the desired termination date, whether such termination notice occurs in the Original Term or the Secondary Term.

#### VI. REMOVAL CHARGES

If the Customer terminates the Agreement prior to the conclusion of the Original Term or fails to make payments in accordance with the terms of the Agreement, the Company reserves the right to remove the Additional Facilities at Customer's expense. Customer shall be responsible for such other costs as set forth in the Agreement.

If the Customer terminates the Agreement in accordance with its terms at the conclusion of the Original Term, and requests in writing the removal of the Additional Facilities,

(Continued on reverse side)

Customer shall pay to Company the total estimated cost of removing the Additional Facilities.

If the Customer terminates the Agreement in accordance with its terms at the conclusion of the Original Term and Company unilaterally elects to remove the Additional Facilities, Company, at its option, shall bear all costs associated with the removal of the Additional Facilities. Company may exercise its right to remove the Additional Facilities at Customer's expense at any time after the Agreement is terminated.

## **VII. PAYMENT**

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

### SECTION III RATE SCHEDULE

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SC

Sheet No.: 49  
Effective Date: 1-28-09  
Revision: 3  
Supersedes: SC Effective 12-18-98  
Schedule Consists of: One Sheet

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#### RIDER FOR SOLAR HEAT COLLECTING SYSTEMS

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##### I. **APPLICABILITY**

This rider shall be available to all qualified Customers who use active solar heat collection systems to provide hot water and/or space heat and utilize electric backup. This rider may be applied for all buildings constructed after November 3, 1979, and for retrofitted buildings existing before November 3, 1979, where the system being replaced used only electric energy. Installations collecting heat for industrial or commercial process purposes are excluded. Customer shall agree to allow ETI to periodically inspect the system and to install additional metering equipment at the building meter point if necessary to determine energy savings.

##### II. **CREDIT**

Customers will receive a credit each month in the amount of \$2.00 for the use of a system to provide hot water and a credit of \$4.00 per month for a system to provide hot water and space heat.

### SECTION III RATE SCHEDULES

SCHEDULE Q-8.8  
2013 TX RATE CASE  
Page 27.1 Page 64 of 249

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE FF

Sheet No.: 51  
Effective Date: 8-28-13  
Revision: 37  
Supersedes: FF Effective 4-30-13  
Schedule Consists of: One Sheet

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#### FIXED FUEL FACTOR AND LOSS MULTIPLIERS

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The Texas retail fixed fuel factor is \$0.0330404 per kWh.

The loss multipliers by voltage level are:

<u>Delivery Voltage</u>	<u>Loss Multiplier</u>
Secondary	1.024491
Primary	0.998271
69kV/138kV	0.959594
230kV	0.945343

The corresponding fixed fuel factors by voltage level are:

<u>Delivery Voltage</u>	<u>Fixed Fuel Factor</u>
Secondary	\$0.0338496 per kWh
Primary	\$0.0329832 per kWh
69kV/138kV	\$0.0317053 per kWh
230kV	\$0.0312345 per kWh

## SECTION III RATE SCHEDULES

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**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SQF

Sheet No.: 55  
Effective Date: 6-30-12  
Revision: 9  
Supersedes: SQF Effective 8-15-10  
Schedule Consists of: Two Sheets

### RATE FOR PURCHASES FROM QUALIFYING FACILITIES LESS THAN OR EQUAL TO 100 KW DISTRIBUTED GENERATORS

#### I. APPLICABILITY

This rate is applicable to Qualifying Facilities (QFs) with a design capacity of 100 kW or less who contract, on mutually agreeable terms, with the Company for the sale of energy and for any necessary interconnections. A QF is defined as a small power production facility or cogeneration facility that qualifies under Subchapter K, Part 292, Subpart B of the Federal Energy Regulatory Commission's Regulations that implement § 201 and § 210 of The Public Utility Regulatory Policies Act of 1978.

#### II. INTERCONNECTION COSTS

Each QF shall be obligated to pay all reasonable interconnection costs directly related to the installation of the physical facilities necessary to permit interconnected operations with the QF. Interconnection costs shall be paid by the QF prior to the purchase of energy by the Company.

#### III. MONTHLY PAYMENT (A+B-C)

##### A. Energy Payment

The amounts to be paid for each kWh supplied to the Company shall be the avoided cost as determined by averaging the Off-Peak and Peak cents/kWh for 1MW from the Avoided Energy Cost Estimates for the current year as filed in the Company's most recent annual filing with the Public Utility Commission of Texas.

##### B. Capacity Payment

A capacity payment will be made if, as a class, QFs on this rate cause capacity costs to be avoided by the Company.

##### C. Customer Charge

Each QF will pay a monthly Customer Charge to defray Company's billing, metering, maintenance, administrative, and other expenses necessary to maintain service to the QF. Such a charge also covers normal interconnection costs for typical Customers, and varies by voltage level as follows:

<u>Delivery Voltage</u>	<u>Monthly Charge</u>
Secondary Voltage (less than 2.4 kV)	\$12.35
Primary Voltage (2.4 kV - 34.5 kV)	\$22.65

For additional interconnection costs (as described in § II), over and above those covered above, the QF will pay a non-refundable lump sum charge at the time of installation to cover such costs to the Company.

(Continued on reverse side)



If special operating and maintenance costs are necessary to support special interconnection facilities, a monthly charge, in addition to the charges above, may also be required.

IV. **MONTHLY PAYMENT SCHEDULE OPTIONS**

The applicable payment shall be the sum of calculations enumerated under one of the following Customer options.

**Option-1**

Parallel operation with interconnection through a single meter that measures net consumption.

- A. The Customer selecting this option will operate its system in parallel with that of the Company. The Company will neither meter nor purchase any production by the QF. The Customer Charge stated in § III of this Schedule will not be applicable under this option.
- B. The charge for energy supplied to the Customer by the Company will be in accordance with the applicable standard rate schedule.

**Option-2**

Parallel operation with interconnection through a single, bi-directional meter, measuring the QF energy supplied to the Company in one direction and the Company energy supplied to the Customer in the other direction.

- A. The Company will purchase the QF energy supplied to the Company and the QF will pay a monthly Customer Charge in accordance with § III of this Schedule.
- B. Company energy supplied to the Customer will be charged in accordance with the applicable standard rate schedule.

**Option 3**

Where the Company supplies the full requirements of the Customer, interconnection will be through two meters with one measuring only the total production by the QF and the other measuring only the total energy supplied to the Customer by the Company.

- A. The Company will purchase all the production by the QF at the rates stated in § III of this Schedule. The QF will pay the monthly Customer Charge also stated § III.
- B. The Customer will purchase energy supplied by the Company in accordance with the applicable standard rate schedule.

**Option 4**

QFs using renewable resources with an aggregate design capacity of 50 kW or less have the option of interconnecting through a single, bi-directional meter measuring the QF energy supplied to the Company in one direction and the Company energy supplied to the Customer in the other direction. The Customer's system will be operated in parallel with that of the Company.

### SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SQF (Cont.)

Sheet No.: 56  
Effective Date: 6-30-12  
Revision: 9  
Supersedes: SQF Effective 8-15-10  
Schedule Consists of: Two Sheets

#### **RATE FOR PURCHASES FROM QUALIFYING FACILITIES LESS THAN OR EQUAL TO 100 KW AND DISTRIBUTED GENERATORS**

- A. If, in a billing period, the QF energy supplied to the Company is greater than the Company energy supplied to the Customer, the difference between the two energy quantities will be purchased by the Company. The rate for such purchase will be in accordance with § III of this Schedule except the Customer Charge described in § III will not apply.
- B. If in a billing period, the Company energy supplied to the Customer is greater than the QF energy supplied to the Company, the Customer will purchase the difference between the two energy quantities in accordance with the applicable standard rate schedule.

#### **V. RATE CHANGES BY COMPANY**

The rates and charges charged the Customer or paid the QF will be the Company's going rates and charges in effect for like conditions of service to the Customer's or QF's class of service, as provided in the Company's rate schedules, or in effective superseding rate schedules promulgated by the Company which are filed with, accepted for filing, or approved, as appropriate, by the regulatory authority having jurisdiction thereof. Anything in any contract with the Customer or QF, or any rate schedule to the contrary notwithstanding, each and all rates, charges and payments by Entergy Texas in any rate schedule may be changed by the Company from time to time, at any time, and Company shall have and hereby specifically reserves the right in all events to change the rates and charges, it charges or pays in accordance with applicable law and procedures prescribed by the regulatory authorities having jurisdiction over such rates and charges and to seek and place in effect changes in its rates and charges without the concurrence or joinder of the Customer or QF. All increases in rates and charges by Company shall apply to service contracted prior to the effective date of the increase as well as service contracted after such effective date. Such increased or decreased rates shall be effective from such date with respect to service thereafter furnished to or taken from the Customer or QF even though such changed rate may not then be made effective as to all persons within such class because of then existing contract restrictions or because of regulatory or governmental action, delay, or inaction with respect to such rights as may be provided by applicable law and regulatory procedures to contest before the regulatory authority having jurisdiction whether any such changes in rates and charges are just and reasonable.

#### **VI. STANDBY OR AUXILIARY SERVICE**

A QF under this rate schedule will be provided Standby and/or Maintenance Service under Schedule SMS provided the QF installs necessary metering equipment at the expense of the QF.

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