

**VII. BILLING**

The Company shall send a statement and payment (if applicable) to the QF on or before the 20th day after the QF's meter is read. The statement shall include the kilowatt-hours delivered to the Company during the previous monthly billing period, the Customer Charge to be paid by the QF and the amount of the per unit energy payments for the month. The statement will also include the net payment due from or to Company for service herein. If an amount of less than \$50.00 is due and payable by Company to Customer, Company will credit the QF's account and the balance shall be carried over to the next month and each successive month until such time as the credit is greater than \$50.00, at which time a check will be issued to Customer. Any amounts owed to Company, after all credits have been applied, shall be billed on a monthly basis.

**VIII. AMOUNT DUE AND PAYMENT**

The past due amount for service furnished for which payment is not made by Customer within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule, 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 shall apply. If providing service to the state of Texas or to municipalities or 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 SQF

### SECTION III RATE SCHEDULES

Page 29.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LQF

Sheet No.: 57  
Effective Date: 8-15-10  
Revision: 5  
Supersedes: LQF Effective 1-28-09  
Schedule Consists of: One Sheet and  
Attachment A

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#### NONFIRM ENERGY PURCHASED FROM LARGE QUALIFYING FACILITIES

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##### I. APPLICABILITY

This rate is applicable to the purchase of nonfirm energy from sellers owning or operating Qualifying Facilities (QFs) with a design capacity larger than 100 kW. 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. CONTRACT

Sale of nonfirm energy to the Company under this tariff requires a written contract, the standard form of which is on file with the Public Utility Commission of Texas and is entitled "Agreement For Purchase Of Capacity And Energy From Qualifying Facilities". The final form of the contract may be negotiated by the QF and Company to establish final contract terms applicable to specific projects.

##### III. PAYMENT DETERMINATION

###### A. Monthly Energy Payments by Company to QF

Energy delivered into Company's system, adjusted for any transformation or interconnection losses, shall be recorded hour-by-hour during each calendar month. The price to be paid per kWh for such energy delivered each hour shall be the amount of fuel costs and/or purchased power costs per kWh which were avoided on the Company's system in the same hour because of deliveries of energy from QFs. Payment by Company to QF shall be made monthly and shall be the sum of the hourly amounts calculated in accordance with the above for hourly energy deliveries by QF. The Company's methodology for calculating such avoided costs and components of the calculation are described in § IV and V of this schedule.

###### B. Monthly Charges Payable to Company by QF

Each QF will pay a monthly Customer Charge as established in the written contract, for the purpose of recovering related costs, including administrative, billing, and metering costs.

##### IV. AVOIDED ENERGY COST METHODOLOGY

###### A. Summary

An economic dispatch model is used to determine an energy cost based on actual conditions and an energy cost based on an assumption that Qualifying Facilities (QFs) had not produced any energy. The difference is used to determine the energy component of the avoided cost on an hourly basis.

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B. Economic Dispatch Analysis

The description of the economic dispatch analysis is contained in Attachment A.

C. Energy Requirement

The energy requirement that is modeled in determining avoided energy cost is the actual energy requirement on the Entergy System, excluding off-system sales.

V. **CALCULATION OF PRICE PER KWH FOR AVOIDED ENERGY**

A. Price Per kWh

The price per kWh paid for energy delivered by a QF during a single clock hour shall be equal to the incremental cost the Entergy System would have incurred to generate or purchase an equal amount of non-firm energy in the same hour divided by the total kWh delivered from all QF's on the Entergy System during the same hour. The price may also include the price received by the Entergy System for sales made to third-parties during Low Load Events as more fully described in Attachment A.

B. Factors Considered

The factors considered in the calculation are those identified in PUCT Substantive Rule 25.242(I)(3) and further described in Attachment A.

C. Description of Step-By-Step Calculation of Avoided Cost

A narrative description of the step-by-step process followed in calculating avoided energy costs, including a description and the application of the factors enumerated in this section is provided in Attachment A, attached hereto and made a part hereof.

VI. **BILLING**

The Company shall send a statement and payment (if applicable) to the QF on or before the 20th day after the QF's meter is read. The statement shall include the kilowatt-hours delivered to the Company during the previous monthly billing period, the amount of the per unit energy payments for the month, and the charges described in § III. B. The payment for service furnished or received shall be due within 20 days of the invoice date.

VII. **AUDIT COSTS**

The calculation of avoided cost by the Company will be audited on an annual basis (pursuant to the Settlement Agreement in Docket No. 29035). All costs associated with auditing the calculation of avoided cost will be borne among all QFs putting QF energy to the Company under Schedule LQF. The allocation of such costs will be based on each QF's PURPA put kWhs to ETI's system during the audit period.

VIII. **AMOUNT DUE AND PAYMENT**

The past due amount for service furnished for which payment is not made by Customer 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 LQF

## ATTACHMENT A

### Calculation of Avoided Cost—Entergy Texas, Inc.

#### I. Description of the Process for Calculating Avoided Cost

- A. The first step in calculating the actual hourly avoided cost to be paid to QFs is to perform an economic re-dispatch of the Entergy System. This is done to remove any differences between how each generator responds to dispatch instructions and the true mathematical implementation of economic dispatch on an integrated hourly basis. This is necessary because the economic dispatch model needs to start from a position where each generating unit is operating at an output level with equal incremental costs.
- B. Then all non-firm off-system sales and the cost associated with supplying these wholesale sales are removed and a second redispatch is performed. This is accomplished by reducing the System's generation and purchases down their incremental cost curves by the amount of the non-firm off-system sales, assigning the highest cost resources to these sales. This ensures that the System's retail ratepayers do not bear the cost of those highest cost dispatchable resources used to supply the non-firm sale.
- C. Finally, all QF energy put to the System is removed, and a third and final redispatch is done to compute the QF avoided cost. Output from dispatchable resources are increased by moving them up their incremental cost curves to replace the amount of the QF energy. Dispatchable resources include those generators on economic dispatch, non-firm purchases entered into by the System Dispatchers but removed during step I.B above, energy that would have been available to serve native load but for emergency sales, and rejected purchases. (The determination of emergency sales and rejected purchases is described more fully below.) This final redispatch is performed in the following order:
  1. Subject to the notice provisions set forth in this step, emergency sales during low load conditions are backed down from their actual level to zero starting with the lowest priced emergency sale and working up to the highest priced emergency sale. The total amount of emergency sales backed down is limited to the amount of actual QF energy. If the amount of actual QF energy is greater than the total amount of emergency sales, the process proceeds to the next step. If notice of an emergency sale is given at least 30 minutes in advance of the sale, then the price of the emergency sale shall be included in the avoided cost calculation. If notice is not given at least 30 minutes in advance of the emergency sale, then the price of the sale will not be included in the avoided cost calculation.
  2. Subject to the provisions of this paragraph, rejected next day purchases are included up to the total amount of purchases that are identified as "rejected next day purchases" for purposes of this process by application of the criteria set forth below. The rejections are processed in date-time order. The total amount of rejected next day purchases included is limited to the lesser of a) the forecasted QF energy for the hour, or b) 75% of the actual QF energy in any hour. Once either of these limits is met or all rejected next day purchases are included, the process proceeds to next step. The process for identifying avoided cost rejected purchases is described in II.F below.

3. The remaining dispatchable resources (generation, rejected current day purchases, and single hour purchases that were made but backed down during step I.B as a source of an off-system sale) are dispatched up their incremental cost curves by the remaining amount of actual QF energy. The portion of rejected current day purchases permitted to be utilized as an input in this step shall be those rejected current day purchases first received in date-time order, but not in excess of 75% of the amount of actual QF energy in any hour less the amount replaced in the previous step by rejected next day purchases.
- D. In the final redispatch, for those dispatchable resources identified in the final redispatch whose output was increased to replace the QF energy that was removed in the final redispatch, an average incremental cost is computed by taking the average of the incremental cost at the output level for the resource prior to the redispatch and the incremental cost at the output level for the resource after the redispatch. An O&M and SO<sub>2</sub> and NO<sub>x</sub> adder is added to the average incremental cost for all fossil generation. The QF avoided cost computed is the weighted average of the average incremental cost for all sources weighted by the MWh contributed by each source. This value is applied to the MWh from each QF to determine payments for the applicable hour.

## II. Description of Factors Utilized in Determining Avoided Cost

### A. Fuel Costs

The incremental fuel cost used in the avoided cost calculation is the estimated cost of incremental fuel used in the Intra-System Bill per the Entergy System Agreement. Thus, the calculation uses an hourly incremental fuel cost instead of a monthly average fuel cost.

### B. Incremental Operating and Maintenance Costs:

The avoided cost includes an incremental O&M adder as used in the Entergy's System Agreement Schedule MSS-3.

### C. Line Losses:

Loss factors are applied to the Entergy generation units based on the results of calculations in the Entergy Generation Management System (GMS). Penalty factors are computed for line losses and applied to the generation dispatch curves.

### D. Heat Rates:

Generation unit heat rate curves are based on the results of tests performed on each unit. Unit efficiency data is revised periodically on the units.

### E. Cost of purchases from other sources:

Purchases for which commitments have been made for no more than one hour and that were used in the costing of non-firm off-system sales are considered dispatchable resources and are included in the avoided cost calculation.

F. Purchased Power Opportunity - Rejected Purchases

Rejected Purchases are those offers for next day or current day economy energy that Entergy rejects due to projected puts of QF energy to the Entergy System.

**Process for Identifying Avoided Cost Rejected Purchases**

Each morning, the Entergy System develops a resource plan to meet the following day's forecasted load in a reliable and economic manner. It takes into consideration generation availability, fuel cost and availability, purchased energy cost and availability, and projected QF energy. Decisions on purchases are made by comparing purchased power costs with Entergy's projected system incremental cost for the period corresponding to that for which the purchase would be made. Next day on-peak Avoided Cost Rejected Purchases are identified as those next day purchases that would not have been rejected if there had been no projected QF energy. The Operations Planning group develops a projected incremental cost for the System that excludes the projected QF energy, called the "Alternate Price". This price is used to determine whether or not a purchase would have been entered into but for the QF put.

For purposes of identifying next day off-peak Avoided Cost Rejected Purchases, the System also determines an acceptable threshold price based on then prevailing market conditions, which is called the "Off Peak Price Cap." . The off peak price cap serves as a proxy for the target price that would have been used in determining whether an off-peak next day purchase that had been offered at a particular price would have been taken at the time it was offered. The Off Peak Price Cap for any given hour will be the lower of (1) the Alternate Price or (2) the greater of the highest cost actual daily block purchase, or 125% of an appropriate market index price (such as, but not exclusively, "Into-Entergy") for off-peak deliveries that was published on the prior day for that hour.

The Off Peak Price Cap is used in the avoided cost calculation to reflect the fact that, particularly when purchases are offered for an off-peak period, a next day purchase that is offered at a price below the System's then-current projected incremental cost may be rejected based on an expectation that energy will be available during that period at a lower cost. For example, if Entergy's gas-fired generation has a cost of \$40/MWh and is projected to be on the margin during off-peak hours, Entergy would reject an offer to purchase energy at \$38/MWh because off-peak energy is generally available at a much lower price, regardless of the amount of QF power.

If the Entergy System is unable to accept an offer for economy energy due to the QF energy that is expected to be put to the System, Entergy records the rejected purchase as an "Avoided Cost Rejected Purchase." An Avoided Cost Rejected Purchase may be either a rejected next day purchase or a rejected current day purchase. The criteria used by the traders for identifying rejected purchases as Avoided Cost Rejected Purchases for purposes of the avoided cost calculation are the price of the offer and the amount of QF energy forecasted for the relevant period. Only "valid" offers are considered.

An offer is a "valid" offer when it includes the price, quantity, start time, and duration. For this process, the price of a valid offer must be lower than the Alternate Price during on-peak periods and lower than Off Peak Price Cap during off-peak periods. For an offer to be "valid" it must have also been made by a potential seller from which Entergy would have otherwise accepted the offer.

The Entergy System provides an estimate of the amount of QF energy for the following day. The next day traders record rejected next day purchases as Avoided Cost Rejected Purchases up to the estimated amount of the QF energy that will be put to the System. These next day rejections are recorded in date time order. Any next day rejections that are recorded after rejected purchases have been recorded in the amount of the estimated QF energy for the pertinent time period are not used in the avoided cost calculation.

The current day traders record rejections based on the difference between the projected hourly QF energy and the rejections already recorded by the next day traders.

G. Emergency Sales

At times, the Entergy System dispatchers may be required to make sales at less than the Entergy System incremental costs. These sales are made in order to maintain minimum stable operating levels without curtailing QF production or in order to minimize the level of such curtailments. These sales are referred to as emergency sales. The cost for emergency sales used in the avoided cost calculation is the price received for the sale, as the energy sold would have been available to serve Entergy's customers but for the emergency sale at that price.

If ETI reasonably believes that it will be required to make emergency sales, ETI will attempt to provide QF's with two hours notice of those sales. If notice of an emergency sale is given at least 30 minutes in advance of the sale, then the price of the emergency sale shall be included in the avoided cost calculation. If notice is not given at least 30 minutes in advance of the emergency sale, then the price of the sale will not be included in the avoided cost calculation. ETI will provide to QFs a monthly report identifying all Emergency Sales made in the previous month, including the corresponding times and magnitudes of such sales. In the event that ETI makes an Emergency Sale that is in excess of 500 MWh in any single hour, ETI shall make a representative available if so requested by a QF within 30 days of such request. The requesting QF is responsible for notifying all other QFs of the scheduled date, time, and place of the meeting. ETI shall only be obligated to attend one meeting with QFs for each month during which it has an emergency sale of 500 MWh or more in a single hour.

H. Other energy-related costs:

The avoided cost includes a sulfur dioxide (SO<sub>2</sub>) and nitrogen oxides (NO<sub>x</sub>) adder as used in Entergy's System Agreement Schedule MSS-3.

## SECTION III RATE SCHEDULES

Page 30.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SMS

Sheet No.: 58  
Effective Date: Proposed  
Revision: 8  
Supersedes: SMS Effective 6-30-12  
Schedule Consists of: Two Sheets

### STANDBY AND MAINTENANCE SERVICE

#### I. APPLICABILITY

This rider is applicable to customers who have their own generation equipment and who contract for Standby and Maintenance Service from the Company.

#### II. 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 regular rate schedule in such case, if applicable, will be modified by the addition of §§ III and IV of this Schedule. In consideration of these modifications, the first sentence of the "Use of Service" Section of the regular rate schedule is eliminated.

#### III. DETERMINATION OF BILLING DEMANDS AND ENERGY QUANTITIES

##### A. Standby Service:

- (1) The monthly billing demand for Standby Service shall be the greater of the contracted Standby Service demand or the actual Standby Service demand taken during the 12 month period ending with the current month. The Company is not obligated to furnish Standby Service power in excess of the nameplate rating of the Customer's largest generator. Requirements purchased from Company in excess of this amount shall be purchased under Maintenance Service (§ IV) or the appropriate firm power rate schedule.
- (2) In the case where a Customer purchases firm power or interruptible power from the Company under another rate schedule in addition to selling power to the Company, the actual standby service demand shall be the difference between the Customer's maximum demand registered on the meter during the standby period and contract power as established under contract for firm power. The Customer is required to notify the Company of the time periods when standby service is being taken. This notification must be made within 24 hours of the beginning and end of usage to avoid increasing the Customer's contract power for firm load.

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- (3) The energy associated with the actual Standby Service demand taken shall be:
  - a. As metered, or
  - b. For Customers who purchase firm power from the Company under another rate schedule, as computed by taking the total energy used during each hour of the standby period and subtracting the average energy used for the five hours prior to the beginning of the standby period.

B. Maintenance Service

Maintenance Service will be available on 24-hour prior notice only during such times and at such locations that, in Company's sole opinion, will not result in affecting adversely or jeopardizing firm service to other Customers, prior commitments for Maintenance Service to other Customers, or commitments to other utilities. Arrangements and scheduling of Maintenance Service will be agreed in writing in advance of use or confirmed in writing if arranged verbally. Where there are applications from more than one Customer, or Service applied for is more than Company has available, Company will allocate and schedule available service, in its final judgment, and curtail or cancel application. Where Maintenance Service stands requested, agreed and scheduled, but not taken, Customer will be obligated to pay for such service same as scheduled, if Company has refused to supply some other Customer similar service in order to limit total Maintenance Service to that which Company considers available. Maintenance Service will be scheduled for a continuous period of not less than one day.

- (1) The billing demand for Maintenance Service will be the greater of 90% of the scheduled Maintenance Service demand or the actual Maintenance Service demand taken. The Company is not obligated to furnish Maintenance Service power in excess of that which is scheduled. Where Maintenance Service was scheduled to begin or end on other than a regular monthly meter reading date, the monthly bill will be computed on a prorated basis with the Billing Load which includes Maintenance Service effective only for the days Maintenance Service was scheduled.
- (2) In the case where a Customer purchases firm power from the Company under another rate schedule, the actual Maintenance Service demand shall be the difference between the Customer's maximum demand registered on the meter during the maintenance period and contract power as established under contract for firm power.
- (3) The energy associated with the actual maintenance service demand taken shall be:
  - a. As metered, or
  - b. For Customers who purchase firm power from the Company under another rate schedule, as computed by taking the total energy used during each hour of the maintenance period and subtracting the average energy used for the five hours prior to the beginning of the maintenance period.

# SECTION III RATE SCHEDULES

SCHEDULE Q-8.8  
2013 TX RATE CASE  
Page 30.3 Page 77 of 249

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE SMS (Cont.)

Sheet No.: 59  
Effective Date: Proposed  
Revision: 8  
Supersedes: SMS Effective 6-30-12  
Schedule Consists of: Two Sheets

## STANDBY AND MAINTENANCE SERVICE

### IV. NET MONTHLY CHARGES

A. Customer Charge \$750.00 (Applies to customers that take only SMS service)

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B. Monthly Load Charge

#### Billing Demand Charges (\$/kW)

Delivery Voltage	Standby Service (1)	Maintenance Service (2)
Distribution (less than 69 kV)	\$2.30	\$2.11
Transmission (69 kV and greater)	\$0.77	\$0.58

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(1) The Billing Demand for Standby Service shall be as determined in §§ III.A.1 and III.A.2.

(2) The Billing Demand for Maintenance Service shall be as determined in §§ III.B.1 and III.B.2.

C. The Monthly Energy Charge shall be the kWh as determined in §§ III.A.3 and/or III.B.3 times the total of the applicable charges shown below plus the system hourly avoided energy cost for the current month.

#### Energy Charges (\$/kWh)

Delivery Voltage	On-Peak	Off-Peak
Distribution (less than 69 kV)	\$0.04558	\$0.00521
Transmission (69 kV and greater)	\$0.04362	\$0.00498

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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 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.

Winter: On-peak hours for each week of Monday through Friday beginning October 16 and continuing through May 14 of each year are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m., 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.

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours. With approval of the Commission, Company may at its sole discretion change the on-peak hours and season from time to time.

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**V. CONDITIONS OF SERVICE**

- A. Customer and Company will agree on operating procedures, and control and protective devices which will limit the taking of power from Company's system to amounts which will not adversely affect service to Company's other Customers. When Customer's generating equipment is operated in parallel with Company's suitable relays, control and protective apparatus will be furnished and maintained by Customer in accordance with specifications agreed to by Company, and subject to inspection by Company's authorized representatives at all reasonable times.
- B. The term for service under this rider schedule shall be such as may be agreed upon but not less than one year.
- C. 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.
- D. Schedule SMS will normally be billed on a monthly basis or such other period as determined by Company. However, where use of service includes recurring switching of load to Company's system, normally supplied from Customer's generating facilities, for intervals shorter than so stipulated above, Company may determine billing load by metering having shorter intervals.

**VI. GROSS MONTHLY BILL AND PAYMENT**

The gross monthly bill for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the net 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 monthly bill is paid prior to such date, the net 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 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 SMS

## SECTION III RATE SCHEDULES

SCHEDULE Q-8.8  
2013 TX RATE CASE  
Page 31.1 Page 79 of 249

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE NUS

Sheet No.: 60  
Effective Date: 1-28-09  
Revision No.: 1  
Supersedes: NUS Effective 12-18-98  
Schedule Consists of: One Sheet Plus  
Attachment A

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### NEW/UNBUNDLED SERVICES PLAN RIDER

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#### I. APPLICATION

This New/Unbundled Services Plan ("Plan") Rider NUS ("Rider") defines the procedures to add, unbundle and eliminate service and product offerings, and to provide new pricing options.

#### II. DEFINITIONS

##### A. Basic Services

"Basic Services" are those Company services related to the continuing provision of electric service provided by facilities of less than 69 kV voltage, and related operations, and the provision of billing, information and ancillary services, unless such services are identified as Non-Basic Services, as defined below. Basic Services are provided pursuant to the Company's rate schedules, except for those identified as Non-Basic Service Rate Schedule(s) (defined below), and associated riders.

##### B. Non-Basic Services

"Non-Basic Services" are those services or activities that cause the Company to incur or avoid costs directly attributable to a customer's request or action and/or that provide a discretionary offering to the customer, which services and activities are generally described and provided pursuant to rate schedules and policies specified in Attachment A to this Rider ("Non-Basic Service Rate Schedules").

#### III. NEW SERVICES/UNBUNDLINGS/ELIMINATIONS

##### A. General

The Company may add, unbundle or eliminate services or products and provide new pricing options in accordance with the provisions of this Rider, so long as the Parameters specified in § IV are satisfied. The review process for any filings of proposed additions, reclassifications, eliminations or new options is as specified in § V. Described below are the specific types of filings that can be made under this Plan.

##### B. New Services

The Company may provide a new service, product or pricing option (a "New Service"). Such event shall be reflected, as appropriate, by creation of, or revision of, Company rate schedule(s).

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C. Unbundlings

The Company may unbundle, as a Non-Basic Service, a service or activity previously provided as part of Basic Services (an "Unbundled Service"). Such event shall be reflected, as appropriate, by creation of, or revision of, Non-Basic Services Rate Schedule(s).

D. Eliminations

The Company may cease to offer a service or activity previously provided as a Non-Basic Service (an "Eliminated Service"). Such event shall be reflected, as appropriate, by timely elimination of, or revision of, Non-Basic Services Rate Schedule(s).

IV. **PARAMETERS FOR NEW SERVICES/UNBUNDLINGS/ELIMINATIONS**

- A. The price of a New Service or an Unbundled Service must exceed the incremental costs to provide such New Service or Unbundled Service.
- B. A New Service or Unbundled Service offering shall be voluntary to customers.
- C. A New Service or Unbundled Service offering shall be made available to all similarly situated customers.
- D. If the price of a New Service or an Unbundled Service is below fully-allocated embedded costs, the difference between the price and the fully allocated embedded costs will be borne by the Company and not borne by the Company's other customers.
- E. An Eliminated Service must be shown to have a lack of an appropriate level of market demand or must be shown to be competitive.

V. **REVIEW AND APPROVAL PROCESS**

- A. Filings of proposed New Service(s), Unbundled Service(s) or Eliminated Service(s) (a "Plan Filing") shall be made ninety (90) days in advance of the proposed effective date. Company shall provide to the Staff of the Commission ("Staff") supporting documentation and workpapers to prove that the Parameters are satisfied.
- B. A Plan Filing will be considered approved ninety (90) days after the filing date unless, within such ninety (90) days, a party requests and the Commission approves that the Plan Filing be docketed. If so docketed, the traditional suspension period for tariff review will apply.

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SCHEDULE NUS

**ATTACHMENT A TO RIDER NUS**  
**NON-BASIC SERVICES RATE SCHEDULES**

<b><u>SOURCE (RATE SCHEDULES/POLICES)</u></b>	<b><u>DESCRIPTION</u></b>
Miscellaneous Electric Services Tariff, Rate Schedule MES	Various miscellaneous services and activities
Basic Service Rate Schedules	Late payment charges
Overhead Extension Policy	Overhead extensions
Underground Extension Policy	Underground extensions
Additional Facilities Charge Rider, Rider AFC	Additional facilities
Company's other Street and Outdoor Lighting tariffs	Installed and leased lighting

### SECTION III RATE SCHEDULE

Page 32.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE IPODG

Sheet No.: 61  
Effective Date: 1-28-09  
Revision: 1  
Supersedes: IPODG Effective 8-6-01  
Schedule Consists of: Two Sheets Plus Exhibit A  
and Attachments A & B

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#### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

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##### I. AVAILABILITY

Entergy Texas, Inc. ("Company") shall interconnect distributed generation as described in Public Utility Commission of Texas ("PUCT" or "Commission") Substantive Rules §25.211 and §25.212 pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation which is incorporated herein as Attachment A.

##### II. APPLICATION FOR INTERCONNECTION

A person seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein as Attachment B.

##### III. PRE-INTERCONNECTION STUDY

A pre-interconnection study may be required and conducted by Company or by the Company's authorized agent. A pre-interconnection study is an on-site analysis used to determine the interconnection requirements and the system voltage for providing parallel service to a customer with distributed generation ("DG") and an engineering analysis that determines whether the presence of the DG unit at a particular location would interfere with the protective fusing and relaying on the distribution system. It includes an analysis of the DG contribution to power flow, VAR flow, available fault current, effects on switched capacitors and effects on voltage under normal and worst case situations. It may vary in scope, but it results in the minimum information for attaching a small DG unit at a particular location on the distribution system or results in identifying the necessity of further studies for a larger unit. The cost of the pre-interconnection study shall be borne by the customer pursuant to PUCT Substantive Rule §25.211.

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**A. Fees**

**Table 1. Non-Exporting Distributed Generation Units**

<b>Non-Exporting</b>	<b>0 to 10 kW</b>	<b>10+ to 500 kW</b>	<b>500+ to 2000 kW</b>	<b>2000+ to 10,000 kW</b>
1. Pre-certified, not on network	NA	NA	\$225	\$225
2. Not pre-certified, not on network	\$225	\$225	\$225	\$225
3. Pre-certified, on network	NA	NA	\$225	\$225
4. Not pre-certified, on network	\$225	\$225	\$225	\$225

**Table 2. Exporting Distributed Generation Units**

<b>Exporting</b>	<b>0 to 10 kW</b>	<b>10+ to 500 kW</b>	<b>500+ to 2000 kW</b>	<b>2000+ to 10,000 kW</b>
1. Pre-certified, not on network	\$225	\$300	\$1403	\$2205
2. Not pre-certified, not on network	\$225	\$500	\$1976	\$2644
3. Pre-certified, on network	\$500	\$1300	\$2900	\$3700
4. Not pre-certified, on network	\$500	\$1850	\$3440	\$5000

**B. Fee Applicability**

1. No fee is charged for any pre-certified (according to PUCT definition) DG unit up to 500 kW that exports not more than 15% of the total load on a single radial feeder and contributes not more than 25% of the maximum potential short-circuit current on a single radial feeder.
2. No fee is charged for any pre-certified (according to PUCT definition) distributed inverter based generation unit up to 20 kW connected to a distribution network.
3. For any pre-certified DG unit up to 500 kW that exceeds the limits defined in A above, or any pre-certified DG unit above 500 kW, the above fees apply as required for any pre-interconnection studies required by the Company.
4. For any non-certified DG unit, the above fees apply as required for any pre-interconnection studies required by the Company.
5. The above fees apply for any pre-interconnection studies required by the Company for interconnection of DG to either radial feeders or distribution networks.



### SECTION III RATE SCHEDULE

Page 32.3

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE IPODG

Sheet No.: 62  
Effective Date: 1-28-09  
Revision: 1  
Supersedes: IPODG Effective 8-6-01  
Schedule Consists of: Two Sheets Plus Exhibit A  
and Attachments A & B

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#### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

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#### IV. TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of distributed generation is to be provided are contained in PUCT Substantive Rules §25.211 and §25.212, which are incorporated herein by reference, and in the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. The rules are subject to change from time to time as determined by the Commission. Such changes shall be automatically applicable hereto based upon the effective date of any Commission order or rule amendment.

#### V. STUDIES AND SERVICES

All charges for pre-interconnection studies that are required to be undertaken by the Company prior to interconnection must be agreed to and paid by the Customer prior to commencement of the study. Customer and Company may enter into other negotiations and agreements which may be subject to approval by the Commission.

#### VI. RELATED TARIFFED SERVICES

Other services as described below may be provided as requested by the customer pursuant to negotiations and agreement by the customer and Company and may be subject to approval by the Commission.

**Standby and Maintenance Service:** Applicable and available to the requirements at the site of the DG and only to customers who have their own generation equipment and who contract for standby and maintenance service pursuant to Schedule SMS, Standby and Maintenance Service.

**Supplemental Service:** Applicable and available to the requirements at the site of the DG and only to customers who have their own generation equipment but who also require firm power service in addition to service provided under Schedule SMS, Standby and Maintenance Service. Supplemental Service may be provided under any of the Company's rate schedules applicable to customer's requirements at the site of the DG only.

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SCHEDULE IPODG

**EXHIBIT A**

**LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

**FACILITY SCHEDULE NO.**

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:
2. Facility location:
3. Delivery voltage:
4. Metering (voltage, location, losses adjustment due to metering location, and other):
5. Normal Operation of Interconnection:
6. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
7. Facilities to be furnished by Company:
8. Facilities to be furnished by Customer:
9. Cost Responsibility:
10. Control area interchange point (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
11. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

**ENTERGY TEXAS, INC.**

**[CUSTOMER NAME]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A**  
**AGREEMENT FOR**  
**INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Entergy Texas, Inc ("Company"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. Scope of Agreement** – This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ten MW or less to be interconnected at 60 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in Exhibit A.

**2. Establishment of Point(s) of Interconnection** – Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

**3. Responsibilities of Company and Customer** – Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

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(Continued on reverse side)

#### 4. Limitation of Liability and Indemnification

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer, Company's liability to Customer shall be limited as set forth in Terms and Conditions Applicable to Electric Service of Company's PUCT-approved tariffs and terms and conditions for electric service, which is incorporated herein by reference.
- b. Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.
- c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.
- d. Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

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ATTACHMENT A

(Continued on next page)

- e. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.
- f. For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.

**5. Right of Access, Equipment Installation, Removal & Inspection** – Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

**6. Disconnection of Unit** – Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under § 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under § 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

**7. Effective Term and Termination Rights** – This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

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(Continued on reverse side)

**8. Governing Law and Regulatory Authority** – This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

**9. Amendment** – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

**10. Entirety of Agreement and Prior Agreements Superseded** – This Agreement, including all attached Exhibits and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**11. Notices** – Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding § 10.

**12. Invoicing and Payment** – Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the PUCT.

**13. No Third-Party Beneficiaries** – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

ATTACHMENT A

(Continued on next page)

**14. No Waiver** – The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

**15. Headings** – The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

**16. Multiple Counterparts** – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

**ENTERGY TEXAS, INC**

**[CUSTOMER NAME]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

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ATTACHMENT A



**ATTACHMENT B**

**APPLICATION FOR INTERCONNECTION AND  
PARALLEL OPERATION OF DISTRIBUTED GENERATION  
WITH THE UTILITY SYSTEM**

Return Completed Application to: [Entergy –Texas, Inc.]  
[Attention: Manager, Distribution Planning  
[Company address]  
[Company address]

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_  
(Name and Address) \_\_\_\_\_

Signature \_\_\_\_\_

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Entergy Texas, Inc. for interconnection with the utility system.

**GENERATOR**

Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95° F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95° F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Ampere Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

(Continued on reverse side)

Do you plan to export power: \_\_\_\_\_ Yes / \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

Pre-Certification Label or Type Number: \_\_\_\_\_

Expected Energizing and Start-up Date: \_\_\_\_\_

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe)) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

Has the generator Manufacturer supplied its dynamic modeling values to the Host Utility?  
\_\_\_\_\_ Yes

[Note: Requires a Yes for complete application. For Pre-Certified Equipment answer is Yes.]

Layout sketch showing lockable, "visible" disconnect device:  
\_\_\_\_\_ Yes

**ENTERGY TEXAS INC.**

**[CUSTOMER NAME]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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ATTACHMENT B

## SECTION III RATE SCHEDULES

Page 33.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE TTC

Sheet No.: 67  
Effective Date: 6-30-11  
Revision: 2  
Supersedes: TTC Effective 1-28-09  
Schedule Consists of: One Sheet

### TRANSITION TO COMPETITION RIDER

#### I. APPLICATION

This Transition To Competition Rider ("Rider TTC" or the "Rider") is applicable under the regular terms and conditions of Entergy Texas, Inc. ("Company") to all electric service billed under all of the Company's Rate Schedules and all associated Riders, whether for metered or unmetered service, and subject to the jurisdiction of the Public Utility Commission of Texas ("PUCT").

#### II. GENERAL PROVISIONS

The TTC rates below are to recover the costs incurred by the Company resulting from the transition to retail open access.

#### III. RATE

All electric service accounts billed in accordance with Company's complete group of Rate Schedules and all associated Riders will also be billed the following amount during the Recovery Period:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Rate Adjustment</u>
Residential Service	RS, RS-TOD	\$0.00094/kWh
Small General Service	SGS, UMS, TSS	\$0.00111/kWh
General Service	GS, GS-TOD, SSTs	\$0.00085/kWh
Large General Service	LGS, LGS-TOD, SSTs	\$0.00076/kWh
Large Industrial Power Service	LIPS, LIPS-TOD, SSTs	\$0.47313/kW
Interruptible Service	IS	\$0.07425/kW
Lighting	SHL, LS-E, ALS, RLU	\$0.00078/kWh
SMS	SMS	\$0.04330/kW
EAPS*	EAPS	\$0.00030/kWh

\*The "30% allocation" of Rider TTC to Schedule EAPS customers will only apply to current Schedule EAPS customers. New customers and new load assigned to Schedule EAPS after the implementation of Rider TTC will be allocated costs based upon the Schedule LIPS rate.

Amounts billed pursuant to this Rider TTC are subject to Rider IHE and to State and local sales taxes.

#### IV. RECOVERY PERIOD

Rider TTC will be billed beginning with March 1, 2006 and will remain in effect until the last billing cycle of February 2021.

### SECTION III RATE SCHEDULES

Page 34.1

#### ENTERGY GULF STATES, INC.

Electric Service  
Texas

#### SCHEDULE HRC

Sheet No.: 68

Effective Date: June 29, 2007

Revision: 0

Supersedes: New Schedule

Schedule Consists of: Six Sheets Plus  
Attachments A and B

### HURRICANE RECONSTRUCTION COSTS

#### I. GENERAL

This Hurricane Reconstruction Costs Schedule HRC is applicable under the regular terms and conditions of Entergy Gulf States, Inc. ("Company") to all electric service billed under all of the Company's Rate Schedules and all associated Riders, whether for metered or un-metered service, and subject to the jurisdiction of the Public Service Commission of Texas ("PUCT" or the "Commission").

Schedule HRC is applicable to energy consumption and demands of the Company's customers who take bundled service from the Company and when, and if, the Company's Service Area becomes subject to retail competition, to Retail Electric Providers or other entities during the term that this schedule is in effect, and to the facilities, premises, and loads of all other customers obligated to pay Hurricane Reconstruction Costs Charges as provided in this schedule.

#### II. DEFINITIONS

For the purposes of this schedule, the following terms shall have the following meanings:

**Company** – Entergy Gulf States, Inc., and its successors and assigns that provide transmission or distribution service directly to customers taking service at facilities, premises, or loads located within the Service Area.

**Special Purpose Entity ("SPE")** – the owner of Transition Property, on behalf of whom the Hurricane Reconstruction Costs are collected.

**Financing Order** – the Financing Order issued by the PUCT in Docket No. 33586 under Subchapters G and J of Chapter 39 of the Texas Public Utility Regulatory Act ("PURA") providing for the issuance by the SPE of transition bonds (Transition Bonds) to securitize the amount of qualified costs ("Qualified Costs") determined by the Commission in such order.

**Non-Eligible Self-Generation ("NESG")** – new on-site generation as defined in PURA § 39.252(b) (except all dates referenced shall be replaced with the date of the Financing Order) which materially reduces or reduced customer loads on the Company's system, unless excluded under PURA § 39.262(k) and any rules adopted by the Commission pursuant thereto.

**Retail Electric Provider ("REP")** – when, and if, the Company's Service Area becomes subject to retail competition, the entity which serves the customer's energy needs, and will remit to the Servicer the Hurricane Reconstruction Costs ("HRC") billed in accordance with this schedule.

**Service Area** – the Company's certificated Texas service area as it existed on the date of the Financing Order.

(Continued on reverse side)

**Servicer** – on the effective date of this tariff, the Company shall act as Servicer. However, the SPE may select another party to function as Servicer or the Company may resign as Servicer or be succeeded by a permitted successor in accordance with terms of the Servicing Agreement and Financing Order issued in Docket No.33586. A Servicer selected under these conditions shall assume the obligations of the Company as Servicer under this schedule. As used in this schedule, the term Servicer includes any successor Servicer.

**Hurricane Reconstruction Costs Charges ("HRC Charges")** – a non-bypassable charge computed on the basis of individual end-use customer consumption, except for HRC Charges applicable to NESG for which charges are based on the output of the on-site generation.

- A. For customers whose facilities, premises, and loads are subject to HRC Charges billed and collected pursuant to the Initial or Adjusted Hurricane Reconstruction Costs Rates, Attachment A to this schedule, the HRC Charges shall constitute a separate charge.
- B. The assessment of HRC Charges may be separately identified on the bills sent to customers or when, and if, the Company's Service Area becomes subject to retail competition, REPs or other entities. If such charges are not separately identified, customers will be notified at least annually that the Transition Property is owned by the BondCo and not EGSi.

### **III. APPLICABILITY**

This schedule, along with Attachment A, sets out the rates, terms and conditions under which HRC Charges shall be billed and collected by the Company, any successor Servicer(s), any REPs, and any other entity(ies) responsible for billing or collecting HRC Charges on behalf of the SPE pursuant to the terms of the Financing Order or this tariff. This schedule is applicable to energy consumption and demands of customers taking service from the Company and to facilities, premises and loads of such customers.

This schedule also applies to:

- A. Customers taking service at facilities, premises, or loads located within the Service Area who are not presently receiving service from the Company, but whose present facilities, premises, or loads received service from the Company at any time on or after the date of the Financing Order when a request to change service to another utility was not pending as of that date.
- B. Customers located within the Service Area and prior customers of the Company who are served by NESG.
- C. Public customers located within the Service Area who purchase power from the General Land Office under PURA § 35.102.

Individual end-use customers are responsible for paying HRC Charges billed to them in accordance with the terms of this schedule. Payment is to be made to the entity that bills the customer in accordance with the terms of the Servicing Agreement and the Financing Order, which entity may be the Company, a successor Servicer, a REP, an entity designated to collect HRC Charges in place of the REP, or other entity which may be required to bill or collect the HRC Charges. The REP, an entity designated to collect HRC Charges in place of the REP, or another entity which is required to bill or collect the HRC Charges will pay the HRC Charges to the Servicer, whether or not they collect the HRC Charges from their customers. The Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

### SECTION III RATE SCHEDULES

Page 34.3

#### ENTERGY GULF STATES, INC.

Electric Service  
Texas

SCHEDULE HRC (Cont.)

Sheet No.: 69

Effective Date: June 29, 2007

Revision: 0

Supersedes: New Schedule

Schedule Consists of: Six Sheets Plus  
Attachments A and B

### HURRICANE RECONSTRUCTION COSTS

#### IV. TERM

This schedule shall remain in effect until the HRC Charges have been collected and remitted to the SPE in an amount sufficient to satisfy all obligations of the SPE in regard to paying principal and interest on the Transition Bonds together with all other qualified costs as provided in PURA §§ 39.302(4) and 39.460(d). However, in no event shall the HRC Charges provided for in this schedule be collected for service rendered after 15 years from issuance of the Transition Bonds. HRC Charges for service rendered during the 15-year period following issuance of the Transition Bonds pursuant to the Financing Order, but not collected during that 15-year period, may be collected after the 15-year period. This schedule is irrevocable and non-bypassable for the full term during which it applies.

#### V. HRC RATE CLASSES

The HRC Rates will be payable by all existing customers of the Company and all existing and future customers located within the Company's Service Area. The defined HRC Rate Classes to whom HRC Rates will apply are as follows:

- Residential — this service is applicable for all domestic purposes in single family residences or individual apartments.
- Small General Service — this service is applicable to non-residential customers using 20 kW or less of demand. The Small General Service class also includes Municipal Traffic Signal Service and Unmetered Services.
- General Service — this service is applicable to non-residential customers who contract for not less than 5 kW but not more than 2,500 kW of electric service.
- Large General Service — this service is applicable to non-residential customers who contract for not less than 300 kW but not more than 2,500 kW of electric service. The Large General Service class also includes customers taking service under the Experimental Rider for Water Heating Service.
- Large Industrial Power Service — this service is applicable to non-residential customers who contract for not less than 2,500 kW of electric service. The Large Industrial Power Service class also includes customers taking service under Pipeline Pumping Service and Supplemental Short Term Service.
- Interruptible Service — this service is applicable to non-residential customers who contract for not less than 2,500 kW of firm contract power under Large Power Service (Schedule LPS) or High Load Factor Service (Schedule HLFS) and who contract for not less than 2,000 kW of interruptible contract power.
- Standby and Maintenance Service — this service is applicable to non-residential customers who have their own generation equipment and who contract for Standby and Maintenance Service from the Company.

(Continued on reverse side)

- Experimental Economic As-Available Power Service — this service is applicable to all 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 can 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 and shall not displace load historically served by the Company.
- Street and Outdoor Lighting — this class includes Area Lighting Service which provides security or flood lighting services provided on end-use customers' premises and Street and Highway Lighting Service.

#### VI. PERIODIC BILLING REQUIREMENT ALLOCATION FACTORS

The Periodic Billing Requirement shall be functionalized and allocated to each HRC Rate Class using the methods approved by the Commission in Docket No. 32907 as outlined in Attachment B to this schedule.

#### VII. DETERMINATION OF HRC RATES

HRC Rates will be adjusted no less frequently than annually in order to ensure that the expected collection of the HRC Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the Transition Bonds and pay on a timely basis other qualified costs. The HRC Rates shall be computed by multiplying the Periodic Billing Requirement Allocation Factor ("PBRAF<sub>c</sub>") times the Periodic Billing Requirement ("PBR") for the projected HRC period, and dividing such amount by the billing units of the HRC Rate Class, as shown in the following formula:

$$HRC_c = [(PBR * PBRAF_c) + P_c] / FBU_c$$

Where,

HRC<sub>c</sub> = HRC Rate applicable to an HRC Rate Class during the HRC Period;

PBR = Periodic Billing Requirement for the HRC Period;

PBRAF<sub>c</sub> = the Periodic Billing Requirement Allocation Factor for such class in effect at such time;

P<sub>c</sub> = Prior period over-/under-recovery for such class; and

FBU<sub>c</sub> = Forecasted Billing Units (i.e., class-specific energy or demand billing units) currently forecast for a class for the HRC period.

#### VIII. STANDARD AND INTERIM TRUE-UP PROCEDURE

Not less than 15 days prior to the first billing cycle for the Company's July 2008 billing month, and no less frequently than annually, the Servicer shall file a revised Attachment A setting forth the upcoming HRC period's HRC Rates (Adjusted HRC Rates), complete with all supporting materials. The Adjusted HRC Rates will become effective on the first billing cycle of the Company's July billing month. The Commission will have 15 days after the date of the true-up filing in which to confirm the accuracy of the Servicer's adjustment. Any necessary corrections to the Adjusted HRC Rates, due to mathematical errors in the calculation of such rates or otherwise, will be made in a future true-up adjustment filing.

### SECTION III RATE SCHEDULES

Page 34.5

#### ENTERGY GULF STATES, INC.

Electric Service  
Texas

#### SCHEDULE HRC (Cont.)

Sheet No.: 70  
Effective Date: June 29, 2007  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: Six Sheets Plus  
Attachments A and B

### HURRICANE RECONSTRUCTION COSTS

The Servicer is also required to make mandatory interim true-up adjustments semi-annually (or quarterly during the period between the expected final maturity and the legal final maturity of the last bond tranche or class), using the methodology applicable to the standard true-up, (i) if the Servicer forecasts that HRC Charge collections will be insufficient to make all scheduled payments of principal, interest and other amounts in respect of the transition bonds during the current or next succeeding payment period and/or (ii) to replenish any draws upon the capital subaccount. In the event an interim true-up is necessary, the interim true-up adjustment should be filed not less than 15 days prior to the first billing cycle of the month in which the revised transition charges will be in effect. In no event would such interim true-up adjustments occur more frequently than every three months if quarterly transition bond payments are required or every six months if semi-annual transition bond payments are required; provided, however, that interim true-up adjustments for any transition bonds remaining outstanding after the expected final maturity date of the last tranche or class shall occur quarterly.

#### IX. NON-STANDARD TRUE-UP PROCEDURE

In the event that the forecasted billing units for one or more of the HRC Rate Classes for an upcoming period decreases by more than 10% of the threshold billing units set forth in the Financing Order, the Servicer shall make a non-standard true-up filing at least 90 days before the effective date of the next standard true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- A. allocate the upcoming period's Periodic Billing Requirement based on the PBRAFs as outlined in Attachment B;
- B. calculate undercollections or overcollections from the preceding period in each HRC Rate Class by subtracting the previous period's HRC Charge revenues collected from each class from the Periodic Billing Requirement determined for that class for the same period;
- C. sum the amounts allocated to each HRC Rate Class in steps A and B above to determine an adjusted Periodic Billing Requirement for each HRC Rate Class;
- D. divide the Periodic Billing Requirement for each HRC Rate Class by the maximum of the forecasted billing units or the threshold billing units for that Class, to determine the threshold rate;
- E. multiply the threshold rate by the forecasted billing units for each HRC Rate Class to determine the expected collections under the threshold rate;
- F. allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step E among the HRC Rate Classes using the PBRAFs as outlined in Attachment B;

(Continued on reverse side)



- G. add the amount allocated to each HRC Rate Class in step F above to the expected collection amount by class calculated in step E above to determine the final Periodic Billing Requirement for each class; and
- H. divide the final Periodic Billing Requirement for each HRC Rate Class by the forecasted billing units to determine the HRC Rate by Class for the upcoming period.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- A. The Servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the effective date of the proposed true-up adjustment. The filing will contain the proposed changes to the HRC Rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed effective date.
- B. Concurrently with the filing of the non-standard true-up with the Commission, the Servicer will notify all parties in Docket No. 33586 of the filing of the proposal for a non-standard true-up.
- C. The Servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with the Financing Order. The Commission will issue a final order by the proposed effective date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the Servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the Servicer in the next true-up filing.

**X. ALTERNATIVE BILLING AND COLLECTION TERMS AND CONDITIONS**

The billing and collection of HRC Charges may differ as set forth in this schedule. The alternative terms and conditions for each party are set forth below:

**A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

- 1. Applicable to former customers of the Company in multiply certificated service areas now taking service from other electric utilities, municipally owned utilities, or cooperatives or through REPs served from other electric utilities, municipally owned utilities, or cooperatives.
- 2. Charges subject to this tariff must be paid in full by the other electric utility, municipally owned utility, or cooperative to the Servicer pursuant to the terms of the Transition Property Servicing Agreement.

**B. Billings by Servicer to NESG:**

- 1. Applicable to end-use consumption served by on-site non-eligible self generation. The HRC Charges applicable to NESG are in addition to the applicable HRC Charges under A above or C below.
- 2. Payment terms pursuant to the Commission's rules.

**SECTION III RATE SCHEDULES**

Page 34.7

**ENTERGY GULF STATES, INC.**

Electric Service  
Texas

SCHEDULE HRC (Cont.)

Sheet No.: 71

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Supersedes: New Schedule

Schedule Consists of: Six Sheets Plus  
Attachments A and B

**HURRICANE RECONSTRUCTION COSTS**

3. HRC Rate Class determined by summing loads on the transmission and distribution system with loads served by non-eligible generation.
4. Servicer has the right to terminate for non-payment pursuant to the Commission's rules.

**C. Billings by the REP or its Replacement to End-Use Customers:**

1. Applicable to consumption of all end-use customers served by the REP for which HRC Charges apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected HRC Charges collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of HRC Charges collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).

(Continued on reverse side)

5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for HRC Charges payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.
  6. In the event that a REP or the Provider of Last Resort ("POLR") is billing customers for HRC Charges, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.
- D. Billings by the Servicer to the REP or its Replacement (when applicable):
1. Applicable to all consumption subject to REP billing of HRC Charges.
  2. Payments of HRC Charges are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or not, or when, the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer ("EFT"), wire transfer ("WT") and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid HRC Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the Indenture Trustee to be applied against HRC Charges obligations. A REP shall not be obligated to pay the overdue HRC Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue HRC Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such HRC Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
  3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid HRC Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:

### SECTION III RATE SCHEDULES

Page 34.9

#### ENTERGY GULF STATES, INC.

Electric Service  
Texas

#### SCHEDULE HRC (Cont.)

Sheet No.: 72

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Schedule Consists of: Six Sheets Plus

Attachments A and B

### HURRICANE RECONSTRUCTION COSTS

- (a) Allow the POLR or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of HRC Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay HRC Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.
- If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.
4. The POLR will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of HRC Charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of HRC Charges they have paid their REP (although future HRC Charges shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45<sup>th</sup> day, the REP shall not be required to comply with § X.D.3.(a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.
  5. In the event the Servicer is billing customers for HRC Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

(Continued on reverse side)

6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the standard true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used for the transition bonds issued by ENTERGY GULF STATES RECONSTRUCTION FUNDING I, LLC pursuant to the financing order issued in Docket No.33586. On an annual basis in connection with the standard true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
- (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing HRC Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future HRC Charges payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
  - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits in its calculation of the HRC Rates for the next HRC billing period, and the REP's rights to credits will not take effect until after such adjusted HRC Rates have been implemented.
7. In the event that a REP disputes any amount of billed HRC Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of HRC Charges payments (and penalties arising therefrom) will be handled in a like manner.
- Any interest paid by the Servicer on disputed amounts shall not be recovered through HRC Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**SECTION III RATE SCHEDULES**

Page 34.11

**ENTERGY GULF STATES, INC.**

Electric Service  
Texas

**SCHEDULE HRC (Cont.)**

Sheet No.: 73

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Schedule Consists of: Six Sheets Plus  
Attachments A and B

**HURRICANE RECONSTRUCTION COSTS**

**XI. OTHER TERMS AND CONDITIONS**

Prior to the date when retail competition is introduced into the Service Area, if any retail customer does not pay the full amount of any bill to EGSI the amount paid by the customer will be applied in the following order of priority: first, to any amounts due with respect to customer deposits, second, to all electric service charges of EGSI and to all transition charges on the bill, pari passu based upon the total amount billed, and third to tax and charges billed to the Customers. If there is more than one owner of transition property, or if the sole or any owner of transition property (or pledge or pledgee) has issued multiple series of bonds, such partial collections representing transition charges shall be allocated among such owners (or pledgee or pledgees), and among such series of transition bonds, pro-rata based upon the amounts billed with respect to each series of transition bonds, provided that late fees and charges may be allocated to the Servicer as provided in the Tariff. When and if the Service Area becomes subject to retail competition and a REP or other entity does not pay the full amount it has been billed, the amount paid by the REP or such other entity will first be apportioned between the transition charges and other fees and charges (including amounts billed and due in respect of transition charges associated with transition bonds issued under other financing orders), other than late fees, and second, any remaining portion of the payment will be allocated to late fees. The amount allocated to transition charges shall be further allocated in the same manner as the second preceding sentence. The foregoing allocations will facilitate a proper balance between the competing claims to this source of revenue in an equitable manner.

At least once each year, following the introduction of retail open competition in the Service Area, (i) the Company shall cause to be prepared and delivered to REPs, if appropriate, and such customers a notice stating, in effect, that the Transition Property and the HRC Charges are owned by the SPE and not the Company; and (ii) each REP which bills HRC Charges shall cause to be prepared and delivered to such customers a notice stating, in effect, that the Transition Property and the HRC Charges are owned by the SPE and not the REP or the Company. Such notice shall be included either as an insert to or in the text of the bills delivered to such REPs or customers, as applicable, or shall be delivered to customers by electronic means or such other means as the Servicer or the REP may from time to time use to communicate with their respective customers.

SCHEDULE HRC

ENTERGY GULF STATES, INC.

SCHEDULE HRC - ATTACHMENT A

INITIAL OR ADJUSTED HURRICANE RECONSTRUCTION COSTS RATES

I. RATE CLASSES

For purposes of determining and billing Initial or Adjusted Hurricane Reconstruction Costs Rates, each end-use customer will be designated as a customer belonging to one of nine classes as identified and defined in § V of Rate Schedule HRC.

II. NET MONTHLY RATE

The Initial or Adjusted HRC Rates shall be determined in accordance with and are subject to the provisions set forth in Rate Schedule HRC. Not less than 15 days prior to the first billing cycle for the Company's July 2008 billing month and no less frequently than annually thereafter, the Company or successor Servicer will file a Revision to Schedule HRC, Attachment A setting forth the Adjusted HRC Rates to be effective for the upcoming period. If made as a result of the standard true-up adjustment in Rate Schedule HRC, the Adjusted HRC Rates will become effective on the first billing cycle of the Company's July billing month. If an interim true-up adjustment is made pursuant to Rate Schedule HRC, the Adjusted HRC Rates will become effective on the first billing cycle of the Company's billing month that is not less than 15 days following the making of the interim true-up adjustment filing. If a Non-Standard True-Up filing pursuant to Rate Schedule HRC is made to revise the Initial or Adjusted HRC Rates, the filing will be made at least 90 days prior to the first billing cycle for the Company's July billing month. Amounts billed pursuant to this schedule are not subject to Rider IHE or State and local sales tax.

<u>HRC Rate Class</u>	<u>Initial or Adjusted HRC Rates</u>	
Residential	\$0.00365	per kWh
Small General Service	\$0.00603	per kWh
General Service	\$0.00264	per kWh
Large General Service	\$0.00137	per kWh
Large Industrial Power Service	\$0.11618	per kW
Interruptible Service	\$0.02778	per kW
Experimental Economic As-Available Power Service	(\$0.00034)	per kWh
Standby and Maintenance Service	\$0.01518	per kW
Street and Outdoor Lighting	\$0.01524	per kWh

The Initial or Adjusted HRC Rates are multiplied by the kWh or kW as applicable, read, estimated or determined during the billing month and will be applied to bills rendered on and after the effective date.

ENTERGY GULF STATES, INC  
Functionalization and Allocation of Annual Securitization Payments  
Texas Retail by Class

	<u>TX Retail</u>	<u>RES</u>	<u>SGS</u>	<u>GS</u>	<u>LGS</u>	<u>LIPS</u>	<u>IS</u>	<u>LTG</u>	<u>EAPS</u>	<u>SMS</u>
<b>Production</b>										
Texas Retail Allocation Factors	100.0000%	42.1342%	2.2260%	19.4782%	7.0323%	24.2677%	1.4286%	0.3776%	1.6456%	1.4098%
Related Storm Costs	5,107,465									
Total Storm Costs	393,236,384									
Ratio of Related Storm Costs	1.2988%									
Annual Levelized Payment	0									
Payment Allocated to Prod	0	0	0	0	0	0	0	0	0	0
<b>Transmission</b>										
Texas Retail Allocation Factors	100.0000%	44.1551%	2.3289%	19.9375%	6.9826%	22.2575%	0.9543%	0.3620%	1.6104%	1.4118%
Related Storm Costs	36,695,042									
Total Storm Costs	393,236,384									
Ratio of Related Storm Costs	9.3315%									
Annual Levelized Payment	0									
Payment Allocated to Trans	0	0	0	0	0	0	0	0	0	0
<b>Distribution</b>										
Texas Retail Allocation Factors	100.0000%	58.5687%	4.8511%	25.0099%	6.1482%	1.2080%	0.0000%	4.0463%	0.0000%	0.1678%
Related Storm Costs	350,289,652									
Total Storm Costs	393,236,384									
Ratio of Related Storm Costs	89.0786%									
Annual Levelized Payment **	0									
Payment Allocated to Distrib	0	0	0	0	0	0	0	0	0	0
<b>Net General Plant</b>										
Texas Retail Allocation Factors	100.0000%	51.8429%	3.8699%	18.9575%	5.9117%	14.7757%	0.7624%	1.9911%	0.9533%	0.9355%
Related Storm Costs	1,144,225									
Total Storm Costs	393,236,384									
Ratio of Related Storm Costs	0.2910%									
Annual Levelized Payment	0									
Payment Allocated to Other	0	0	0	0	0	0	0	0	0	0
<b>Total Payments</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



## SECTION III RATE SCHEDULES

Page 35.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE DTK

Sheet No.: 74  
Effective Date: 8-15-10  
Revision: 1  
Supersedes: DTK Effective 1-28-09  
Schedule Consists of: One Sheet

### DATALINK WEB-BASED ACCESS TO INTERVAL LOAD DATA RIDER

#### I. AVAILABILITY

This Schedule is available at all points throughout the territory served by Entergy Texas Inc. ("ETI" or the "Company") to any eligible customer receiving service from the Company. Company has the right to terminate this Rider at any time, upon giving thirty (30) days written notice of intent to terminate to the Commission. In such event, each current Customer served under this Rider will continue on this Rider until the end of the Customer's then current contract term, irrespective of whether such contract is in its Original Term or Renewal Term as defined below.

#### II. APPLICABILITY

This rate is applicable under the regular terms and conditions of the Company to ETI Customers who contract for not less than 150 kW of electric service at Company's available line voltage. Schedule DTK is available upon the Customer's request and at the option of the Company.

#### III. LENGTH OF CONTRACT AND CONTRACT TERMINATION

Customer will be required to sign a contract for a minimum term of two (2) years ("Original Term"). If Customer chooses to cancel service under the contract before the completion of such term, the monthly charges not then paid for the remainder of the term shall become due and payable immediately. Customer and Company each has the option to terminate the contract at the end of a contract term (irrespective of whether such contract is in its Original Term or Renewal Term as defined herein) if a minimum of thirty (30) days written notice is provided. If not terminated, the contract will automatically renew for successive one year terms (each individual one-year period being a "Renewal Term").

#### IV. GENERAL PROVISIONS

DataLink is a service that provides web based viewing access to interval load data, which data has been collected by the Company. The service gives a subscribing customer the option of viewing the collected load data on an hourly or daily basis.

Customers that do not have interval metering must have an interval meter installed by the Company at Customer's expense to enable such data collection. Customers requiring an upgrade to interval metering may elect to pay for the interval meter installation either through a one-time charge or by way of a recurring charge paid monthly during the term of, and extension of, the contract term.

The communication link for the transmission of the collected interval data by the Company will be the telephone line which will be provided by the Customer and at the Customer's expense. At the customer's request, the Company will provide an optional wireless communication link pursuant to the Company's Remote Communications Link Rider, RCL. If Customer requests a wireless communication link, Company reserves the right to use such link to provide access for retrieval of Customer usage data for billing purposes.

(Continued on reverse side)

**V. CHARGES/PAYMENT OPTIONS**

**Subscription Charge:**

Daily Viewing Option	\$ 39.50 per month, per meter
Hourly Viewing Option	\$122.50 per month, per meter

**Installation of Interval Meter Charge:**

Monthly Payment Option	\$ 12.50 per month, per meter
Single Payment Option	\$300.00 per meter

**VI. OTHER PROVISIONS**

All equipment installed to provide service under this Schedule shall be and remain the property of Entergy Texas, Inc.

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SCHEDULE DTK

### SECTION III RATE SCHEDULE

Page 36.1

ENTERGY TEXAS, INC.  
Electric Service

RIDER SCHEDULE EECRF

Sheet No.: 82  
Effective Date: 12-31-10  
Revision: 2  
Supersedes: EECRF Effective 12-31-09  
Schedule Consists of: One Sheet Plus  
Attachments A & B

#### ENERGY EFFICIENCY COST RECOVERY FACTOR RIDER

##### I. PURPOSE

This Energy Efficiency Cost Recovery Factor Rider ("Rider EECRF") defines the procedure by which Entergy Texas, Inc. ("Company") shall implement and adjust rates for the recovery of costs associated with energy efficiency programs from the customer classes that receive services under these programs pursuant to P.U.C. SUBST. R. 25.181.

##### II. APPLICABILITY

This rider is applicable to electric service provided by the Company to all Customers served under the applicable retail rate schedules set forth in Attachment A to this Rider EECRF, whether metered or unmetered, subject to the jurisdiction of the Public Utility Commission of Texas ("PUCT").

##### III. ENERGY EFFICIENCY COST RATES

The rates associated with Rider EECRF ("Energy Efficiency Cost Rates") shall be as set forth in Attachment A by application of the formula set out in Attachment B to this Rider EECRF ("Energy Efficiency Cost Recovery Factor Rider Rate Development Formula") and shall reflect the energy efficiency program costs as approved by the PUCT.

The initial Energy Efficiency Cost Rates shall be based on the energy efficiency program costs that the Company expects to incur during the twelve months ended December 2009. The initial Energy Efficiency Cost Rates so determined shall become effective with the first billing cycle of January 2009.

On or before May 1 of each year beginning in 2009, per P.U.C. SUBST. R. 25.181(f)(4), the Company shall file a redetermination of the Energy Efficiency Cost Rates as set out in Attachment A by application of the formula set out in Attachment B to this Rider EECRF together with a set of workpapers sufficient to document fully the calculations of the redetermined Energy Efficiency Cost Rates. The redetermined Energy Efficiency Cost Rates shall be based on 1) the projected Energy Efficiency Cost for the twelve-month period commencing on January 1 of the year in which revised rates shall be in effect, 2) the Energy Efficiency Performance Bonus for the prior calendar year, and 3) a true-up adjustment reflecting the (Over)/Under Recovery Balance on the Energy Efficiency Cost and the Energy Efficiency Performance Bonus. The Energy Efficiency Cost Rates so redetermined shall be effective for bills rendered on and after the first billing cycle of January after the filing year and shall then remain in effect for a twelve (12) month billing period, except as otherwise provided for below.

(Continued on reverse side)

For the initial redetermination, which shall be filed in 2009, the true-up adjustment shall reflect the Cumulative (Over)/Under Recovery balance for the period which shall commence on the date that the Energy Efficiency Cost Rates approved in Docket No. 34800 become effective or the date allowed in the final rules in P.U.C. SUBST. R. 25.181, whichever is earlier, and shall end December 31, 2008. For each subsequent redetermination beginning in 2010, the true-up period shall be the twelve-month billing period ended December of the prior calendar year.

**IV. TERM**

This Rider EECRF shall remain in effect until modified and will terminate upon the introduction of customer choice or the implementation of rates resulting from the filing of a Chapter 36 Subchapter C rate proceeding.

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SCHEDULE EECRF

**Attachment A**

**ENTERGY TEXAS, INC.**  
**ENERGY EFFICIENCY COST RATES**  
**RIDER SCHEDULE EECRF**

Applicable through December 2013 Billing Month

**Net Monthly Rate**

The following Energy Efficiency Cost Recovery Factor will be added to the rates set out in the Net Monthly Bill for electric service billed under all retail rate schedules \* on file with the Public Utility Commission of Texas. The Energy Efficiency Cost Recovery Factor shall be effective for bills rendered on and after the first billing cycle of January 2013. Amounts billed pursuant to this Rider EECRF are not subject to the IHE but are subject to State and local sales taxes.

\* Excluded Schedules: EAPS, LQF, SMS and SQF.

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>Energy Efficiency Cost Recovery Factor (1)</u>
Residential	RS, RS-TOD	\$0.000733 per kWh
Small General Service	SGS, UMS, TSS	\$0.000594 per kWh
General Service	GS, GS-TOD	\$0.000702 per kWh
Large General Service	LGS, LGS-TOD	\$0.000749 per kWh
Large Industrial Power Service – Transmission Customers Only	LIPS, LIPS-TOD	\$0.000000 per kWh
Other than Transmission Customers	LIPS, LIPS-TOD	\$0.000482 per kWh
Lighting	SHL, LS-E, ALS, RLU	(\$0.001164) per kWh

**Notes:**

(1) See Attachment B

**ENTERGY TEXAS, INC.**  
**ENERGY EFFICIENCY COST RECOVERY FACTOR RIDER**  
**RATE DEVELOPMENT FORMULA**  
**RATE DEVELOPMENT FORMULA**

Ln No		Rate Class				
		Residential	SGS	GS	LGS	LIPS
1	$EECRF_k =$ ENERGY EFFICIENCY COST RECOVERY FACTOR FOR RATE CLASS <sub>k</sub> (1)					
2	$EECRF_k =$ Where, $EECRF_k / BD_k + EEPB_k / BD_k$					
3	$EECRF_k =$ Where, $EECRF_k = PEEC_k + TUA_k$					
4	$EECRF_k =$ Where, $EECRF_k = PEEC_k + TUA_k$					
5	$PEEC_k =$ PROJECTED ENERGY EFFICIENCY COST FOR RATE CLASS <sub>k</sub> (2)	\$4,580,993	\$200,000	\$2,395,907	\$800,000	\$0
6	$TUA_k =$ TRUE-UP ADJUSTMENT FOR RATE CLASS <sub>k</sub> (4)	\$(-1,189,125)	\$(-48,685)	\$(-348,638)	\$255,994	\$48,008
7	$TUA_k =$ Where, $EEC_k + PEEPB_k - (RR_k - PTU_k)$					\$(-94,406)
8	$EEC_k =$ ENERGY EFFICIENCY COST FOR RATE CLASS <sub>k</sub> (5)	\$4,219,280	\$157,681	\$1,597,881	\$558,171	\$0
9	$PEEPB_k =$ PRIOR ENERGY EFFICIENCY PERFORMANCE BONUS FOR RATE CLASS <sub>k</sub> (6)	\$798,481	\$39,917	\$394,880	\$131,067	\$5,935
10	$RR_k =$ REVENUE UNDER RIDER EECRF FOR RATE CLASS <sub>k</sub> (5)	\$6,060,190	\$371,199	\$2,510,601	\$771,288	\$138,310
11	$PTU_k =$ PRIOR PERIOD TRUE-UP ADJUSTMENT FOR RATE CLASS <sub>k</sub> (7)	\$(-146,696)	\$124,916	\$169,202	\$338,044	\$37,969
12	$TUA_k =$ TRUE-UP ADJUSTMENT FOR RATE CLASS <sub>k</sub>	\$(-1,189,125)	\$(-48,685)	\$(-348,638)	\$255,994	\$(-94,406)

**ENTERGY TEXAS, INC.**  
**ENERGY EFFICIENCY COST RECOVERY FACTOR RIDER**  
**RATE DEVELOPMENT FORMULA (Continued)**

Ln No		Rate Class				
		Residential	SGS	GS	LGS	LIPS
13	EEER <sub>k</sub> = ENERGY EFFICIENCY COST FOR RATE CLASS <sub>k</sub> (LN 5+ LN 12)	\$3,391,868	\$151,315	\$2,047,269	\$1,055,994	\$48,008
14	BD <sub>k</sub> = ENERGY EFFICIENCY COST RECOVERY BILLING DETERMINANTS FOR RATE CLASS <sub>k</sub> (6)	5,704,882,882	320,055,599	3,406,708,698	1,569,353,545	150,765,052
15	EEER <sub>k</sub> /BD <sub>k</sub> = ENERGY EFFICIENCY COST RECOVERY FACTOR FOR RATE CLASS <sub>k</sub> (\$/kWh) (LN 13 / LN 14)	\$0.000594 per kWh	\$0.000473 per kWh	\$0.000601 per kWh	\$0.000673 per kWh	\$0.000318 per kWh
16	EEP <sub>k</sub> = ENERGY EFFICIENCY PERFORMANCE BONUS FOR RATE CLASS <sub>k</sub> (3)	\$790,810	\$38,754	\$343,845	\$120,112	\$24,650
17	BD <sub>k</sub> = ENERGY EFFICIENCY COST RECOVERY BILLING DETERMINANTS FOR RATE CLASS <sub>k</sub> (6)	5,704,882,882	320,055,599	3,406,708,698	1,569,353,545	150,765,052
18	EEP <sub>k</sub> /BD <sub>k</sub> = ENERGY EFFICIENCY PERFORMANCE BONUS FOR RATE CLASS <sub>k</sub> (3) (\$/kWh) (LN 16 / LN 17)	\$0.000139 per kWh	\$0.000121 per kWh	\$0.000101 per kWh	\$0.000076 per kWh	\$0.000164 per kWh
	EECRF FOR ALL CUSTOMERS EXCEPT LIPS INDUSTRIAL TRANSMISSION CUSTOMERS (LN 15 + LN 18)	\$0.000733 per kWh	\$0.000594 per kWh	\$0.000702 per kWh	\$0.000794 per kWh	\$0.000482 per kWh
	EECRF FOR LIPS INDUSTRIAL TRANSMISSION CUSTOMERS					\$0.000000 per kWh

**Notes:**

- (1) Rate Classes as defined in Attachment A to this Rider EECRF.
- (2) For the initial filing, the Projected Energy Efficiency Cost Period shall be the twelve-month period commencing on January 1, 2009. For subsequent redeterminations, the Projected Energy Efficiency Cost Period shall be the twelve-month period commencing on January 1<sup>st</sup> of the year in which revised rates shall be in effect.
- (3) For the initial filing, the Performance Bonus shall be set to zero. For each subsequent redetermination, the Performance Bonus shall be determined pursuant to the rules established in P.U.C. SUBST. R. 25.181(h) for the twelve months ending December 31<sup>st</sup> of the calendar year immediately preceding the filing year. The Performance Bonus shall be allocated to the rate classes based on the Class Production Demand Allocation Factor approved in ETI's last base rate case.
- (4) For the initial filing, the true-up adjustment shall be zero. For the initial redetermination, the Energy Efficiency Cost (Over)/Under Recovery Period shall reflect the recovery of costs which shall commence on the date that the Energy Efficiency Cost Rates approved in Docket No. 34800 become effective or the date allowed in the final rules in P.U.C. SUBST. R. 25.181, whichever is earlier, and shall end December 31, 2008. For subsequent redeterminations, the Energy Efficiency Cost (Over)/Under Recovery Period shall be the twelve months ending December 31<sup>st</sup> of the calendar year immediately preceding the filing year.

**ENTERGY TEXAS, INC.**  
**ENERGY EFFICIENCY COST RECOVERY FACTOR RIDER**  
**RATE DEVELOPMENT FORMULA (Continued)**

- (5) For the initial redetermination, the Energy Efficiency Cost Period shall reflect the recovery of costs which shall commence on the date that the initial Energy Efficiency Cost Rates become effective or the date allowed in the final rules in P.U.C. SUBST. R. 25.181, whichever is earlier, and shall end December 31, 2008. For subsequent redeterminations, the Energy Efficiency Cost Period shall be the twelve months ending December 31<sup>st</sup> of the calendar year immediately preceding the filing year.
- (6) The value of  $PEEPB_k$  for rate class  $k$  shall be the Energy Efficiency Performance Bonus previously determined under the provisions of this Rider EECRF for the second calendar year immediately preceding the filing year.
- (7) The value of  $PTU_k$  for rate class  $k$  shall be equal to the True-up Adjustment ( $TUA_k$ ) previously determined under the provisions of this Rider EECRF for the Energy Efficiency Cost Period for the twelve months ending December 31<sup>st</sup> of the calendar year immediately preceding the filing year.
- (8) For the initial filing, the Retail Rate Class Billing Determinants shall be based on data for the twelve months ended December 31, 2009. For subsequent redeterminations, the Retail Rate Class Billing Determinants shall be based on projected data for the calendar year in which the redetermined rates shall be in effect.



## SECTION III RATE SCHEDULES

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE DPBF

Sheet No.: 87  
Effective Date: Proposed  
Revision: 2  
Supersedes: DPBF Effective 8-15-10  
Schedule Consists of: One Sheet

### RIDER FOR DISTRIBUTION OF PUBLIC BENEFIT FUND

#### I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to Customers served under Schedules RS or RS-TOD, who have qualified under the program requirements.

#### II. QUALIFIED CUSTOMERS

A qualified Customer is a residential customer of record at the premises who:

- is the holder of a Lone Star Card issued by the State of Texas, or successor thereto, to entitle the recipient to receive benefits under the SNAP (food stamp), Medicaid or Temporary Assistance to Needy Families programs; or, T
- has a total house-hold income at or below 125% of the federal poverty guideline, where such income level has been verified by a local low-income service agency in the Company's service area selected from a list of such agencies to be provided to customers upon request.

#### III. DISTRIBUTION OF FUND

The Public Benefit Fund will have a funding level of \$2,500,000 annually. Qualified Customers who are enrolled in the Public Benefit Fund Program will receive a credit on monthly bills beginning with bills rendered for the first billing cycle of May each year and ending with bills rendered for the last billing cycle of September, calculated by applying a ¢/kWh factor to energy billed in those months. Distribution of the fund will be reviewed annually to insure that any actual over- or under-distribution in a year will be reflected in the subsequent year funding level.

### SECTION III RATE SCHEDULES

Page 38.1

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SRC

Sheet No.: 76  
Effective Date: November 30, 2009  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: Six Sheets Plus  
Attachments A and B

### SYSTEM RESTORATION COSTS

#### I. GENERAL

This System Restoration Costs Schedule SRC is applicable under the regular terms and conditions of Entergy Texas, Inc. ("Company" or "ETI") to all electric service billed under all of the Company's Rate Schedules and all associated Riders, whether for metered or un-metered service, and subject to the jurisdiction of the Public Utility Commission of Texas ("PUCT" or the "Commission").

Schedule SRC is applicable to energy consumption and demands of the Company's customers who take bundled service from the Company and when, and if, the Company's Service Area becomes subject to retail competition, to Retail Electric Providers or other entities during the term that this schedule is in effect, and to the facilities, premises, and loads of all other customers obligated to pay System Restoration Costs Charges as provided in this schedule.

#### II. DEFINITIONS

For the purposes of this schedule, the following terms shall have the following meanings:

**Company** – Entergy Texas, Inc., and its successors and assigns that provide transmission or distribution service directly to customers taking service at facilities, premises, or loads located within the Service Area.

**Special Purpose Entity ("SPE")** – the owner of Transition Property, on behalf of whom the System Restoration Costs are collected.

**Financing Order** – the Financing Order issued by the PUCT in Docket No. 37247 under Subchapter I of Chapter 36 and Subchapter G of Chapter 39 of the Texas Public Utility Regulatory Act ("PURA") providing for the issuance by the SPE of transition bonds ("Transition Bonds") to securitize the amount of qualified costs ("Qualified Costs") determined by the Commission in such order.

**Non-Eligible Self-Generation ("NESG")** – new on-site generation as defined in PURA § 39.252(b) (except all dates referenced shall be replaced with the date of the Financing Order) which materially reduces or reduced customer loads on the Company's system, unless excluded under PURA § 39.262(k) and any rules adopted by the Commission pursuant thereto.

**Retail Electric Provider ("REP")** – when, and if, the Company's Service Area becomes subject to retail competition, the entity which serves the customer's energy needs, and will remit to the Servicer the System Restoration Costs ("SRC") billed in accordance with this schedule.

**Service Area** – the Company's certificated service area as it existed on the date of the Financing Order.

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