

**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.

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE IPODG (Cont.)

Sheet No.: 62  
Effective Date: 3-26-14  
Revision: 2  
Supersedes: IPODG Effective 1-28-09  
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.

**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. Customer Name:
2. Premises Owner Name:
3. Facility location:
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:
7. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No  
If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.
8. Equipment to be furnished by Company:  
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)
9. Equipment to be furnished by Customer:  
(This section is intended to generally describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)
10. Cost Responsibility and Ownership and Control of Company Facilities:  
Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have a title and complete ownership and control over facilities installed by Company.
11. Modifications to Customer Facilities:  
Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in a Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), it will submit a new Application for interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

**ENTERGY TEXAS, INC.**

**[CUSTOMER NAME]**

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

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

PRINTED NAME:

PRINTED NAME:

\_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_, 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:

Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:

\_\_\_\_ Option 1: For purposes of this Agreement, the end-use customer will act as a Party to this Agreement.

\_\_\_\_ Option 2: For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as "Generator") will act as a Party to this Agreement.

\_\_\_\_ Option 3: For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

\_\_\_\_ Option 4: For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision herein, the entity referred to as "Customer" herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

**1. Scope of Agreement** – This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to Company's facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

**2. Establishment of Point(s) of Interconnection** – Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") 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** – Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities 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, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected.

Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

#### **4. Limitation of Liability and Indemnification**

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in the Terms and Conditions Applicable to Electric Service of Company's Commission-approved tariffs, which are incorporated herein by reference.
- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a 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 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 Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to 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. Please check the appropriate box.

Person Other than a Federal Agency

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 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 Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to 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. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.

Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

e. Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.

- f. For the mutual protection of Customer and Company, only with Company prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.

**5. Right of Access, Equipment Installation, Removal & Inspection** – Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

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 the premises where the Facilities are located 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.

Customer warrants that it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

**6. Disconnection of Facilities** – Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, 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 Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide 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 Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' 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' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

**8. Governing Law and Regulatory Authority – Please check the appropriate box.**

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

**Persons Other Than a Federal Agency:** 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.

**Federal Agency:** This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), 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, order 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 the attached Exhibit A 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. Written Notices** – Written 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 Section 10.

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

**13. Disclosure of Information to End-Use Customer** – If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

**14. 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.

**15. 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.

**16. Headings** – The descriptive headings of the various parts 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.

**17. 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: \_\_\_\_\_

PRINTED NAME:

PRINTED NAME:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**END-USE CUSTOMER AFFIRMATION SCHEDULE**

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

"I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. \_\_\_\_ (insert applicable number) in the Interconnection Agreement between Entergy Texas, Inc. and \_\_\_\_\_ (insert name of Customer) or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreement that I have with \_\_\_\_\_ (insert name of Customer) relating to the distributed generation facility addressed in Facility Schedule No. \_\_\_\_ (insert applicable number) may not be subject to the jurisdiction of the Public Utility Commission of Texas."

[END-USE CUSTOMER NAME]

SIGNATURE: \_\_\_\_\_

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

**ATTACHMENT B**

**APPLICATION FOR INTERCONNECTION AND  
PARALLEL OPERATION OF DISTRIBUTED GENERATION**

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

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

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

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

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

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: \_\_\_\_\_

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

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

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

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

Pre-Certification Label or Type Number (e.g., UL-1741 Utility Interactive or IEE 1547.1):

\_\_\_\_\_

Expected Energization 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

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does Entergy Texas, Inc. have the dynamic modeling values from the generator manufacturer?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If not, please explain: \_\_\_\_\_

(Note: For pre-certified equipment, the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available.)

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

**Authorized Release of Information List**

By signing this Application in the space provided below, Customer authorizes Entergy Texas, Inc. to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Phone Number	Email Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

**ENTERGY TEXAS, INC.**

**[CUSTOMER NAME]**

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

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

PRINTED NAME:

PRINTED NAME:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE ALS

Sheet No.: 42  
Effective Date:  
Revision: 22  
Supersedes: ALS Effective 10-17-18  
Schedule Consists of: One Sheet

AREA LIGHTING SERVICE

I. **APPLICABILITY**

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

II. **TYPE OF SERVICE**

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

III. **NET MONTHLY BILL**

<b>Lights</b>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Lamp<sup>(1)</sup></u>	<u>Rate Categories</u>
<b>“Security Light”</b>				
High Pressure Sodium Open Bottom	100	38.3	\$8.47	ALCE;ALCG; ALCE_U
<b>“Flood Light”</b>				
High Pressure Sodium	100	38.3	\$10.31	ALCJ;ALCJ_U
High Pressure Sodium	400	150.0	\$19.21	ALCK;ALCK_U
High Pressure Sodium	1,000	367.3	\$33.57	ALCR;ALCR_U
<b>“Decorative Light”</b>				
High Pressure Sodium Acorn	150	58.6	\$15.94	ALDA;ALDA_U
High Pressure Sodium Colonial	150	58.6	\$13.06	ALDC;ALDC_U
High Pressure Sodium Colonial	250	100	\$18.07	ALDD;ALDD_U
<b>Poles</b>			<u>Monthly Rate<sup>(1)</sup></u>	<u>Rate Categories</u>
<b>“Wood”<sup>(2)</sup></b>				
Standard Wood Pole -35 foot Class 5			\$9.29	ALCT;ALCT_U

**“Metal”**<sup>(2)(3)</sup>

Metal 39 foot Rounded- tapered	\$20.28	ALDF;ALDF_U
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**“Fiberglass”**<sup>(2)(3)</sup>

Direct Embedded 18' Pole	\$7.12	ALDG;ALDG_U
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- (1) Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.
- (2) If pole is not accessible by truck, additional cost will be charged pursuant to Section IV.
- (3) Poles will be either direct embedded or installed on auger base. Underground perimeter lighting only.

**IV. GENERAL PROVISIONS**

For the Security Light and Flood Light rates set forth in § III above, Company will install, own and maintain the required facilities mounted on an existing wood pole or other existing support owned by Company and, when required, one overhead span of secondary extension per light. If the Customer requests replacement of a functioning light, Customer will pay in advance a nonrefundable lump sum payment of \$25.00 per fixture to partially cover the Company's cost to install the facilities.

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

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

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

Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the ALS-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure.

**V. AMOUNT DUE AND PAYMENT**

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

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE ALS-LED

Sheet No.: 113  
Effective Date:  
Revision: 1  
Supersedes: ALS-LED Effective 10-17-18  
Schedule Consists of: One Sheet

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**AREA LIGHTING SERVICE- LIGHT EMITTING DIODE (LED)**

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**I. APPLICABILITY**

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

**II. TYPE OF SERVICE**

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

**III. NET MONTHLY BILL**

<u>Initial Lumens</u>	<u>HPS Equivalent</u>	<u>Description</u>	<u>Monthly Rate<sup>(1)</sup></u>	<u>Monthly kWh</u>	<u>Rate Categories</u>
9,300	150W	Open Bottom	\$11.56	16.7	ALEDA; ALEDA_U
26,300	400W	Flood Light	\$23.00	66.7	ALEDC; ALEDC_U
32,000	1,000W	Flood Light	\$29.59	87	ALEDD; ALEDD_U
18,300	250W	Flood Light	\$13.00	36	ALEDL; ALEDL_U
22,700	400W	Shoebox	\$26.54	69	ALEDE; ALEDE_U
33,400	1,000W	Shoebox	\$33.81	112.3	ALEDF; ALEDF_U
6,700	150W	Colonial	\$14.70	23.3	ALEDG; ALEDG_U
7,500	150W	Acorn	\$21.35	20	ALEDH; ALEDH_U
7,400	150W	Granville	\$21.73	20	ALEDJ; ALEDJ_U
7,500	150W	Arbor Post Top	\$22.66	31	ALEDM; ALEDM_U
6,700	100W	Flood Light	\$11.49	15	ALEDN; ALEDN_U

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(Continued on reverse side)

<u>Poles</u>	<u>Monthly Rate<sup>(1)</sup></u>	<u>Rate Categories</u>
<b>“Wood”</b> <sup>(2)</sup>		
Standard Wood Pole -35 foot Class 5	\$9.29	ALCT; ALCT_U
<b>“Metal”</b> <sup>(2) (3)</sup>		
Metal 30 foot 5X5	\$14.61	ALDE; ALDE_U
Metal 39 foot Rounded-tapered	\$20.28	ALDF; ALDF_U
Metal 18 foot Rounded-tapered	\$21.10	ALDH; ALDH_U
<b>“Fiberglass”</b> <sup>(2) (3)</sup>		
Direct Embedded 18'	\$7.12	ALDG; ALDG_U
Direct Embedded 19'	\$14.59	ALDJ; ALDJ_U
Direct Embedded 15'	\$13.31	ALDM; ALDM_U

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

(2) If pole is not accessible by truck, additional cost will be charged pursuant to Section IV.

(3) Poles will be either direct embedded or installed on auger base. Underground perimeter lighting only.

#### IV. GENERAL PROVISIONS

For the Security Light and Flood Light rates set forth in § III above, Company will install, own and maintain the required facilities mounted on an existing pole or other existing support owned by Company and, when required, one overhead span of secondary extension per light. For customer requests to swap out functioning fixtures the customer will pay in advance a nonrefundable lump sum payment of \$25.00 for each light. Replacements requested by Customer will be scheduled consistent with available materials and the Company's available normal resources.

When additional facilities, not provided for in the rates set forth in § III (light, standard utility pole or other existing support owned by Company when accessible by truck, and one span of overhead secondary), are requested and agreed to by the Company, Customer will pay in advance of installation, Company's cost to install such facilities.

Company will maintain the equipment during regular daytime working hours as soon as practical following notification by Customer.

If Company experiences excessive fixture replacements or maintenance expenses because of vandalism or other causes beyond its control, it reserves the right to discontinue service. In lieu of discontinuance, Customer may pay, in advance, the cost to repair or replace the light.

#### V. AMOUNT DUE AND PAYMENT

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

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SHL

Sheet No.: 41  
Effective Date:  
Revision: 20  
Supersedes: SHL Effective 10-17-18  
Schedule Consists of: One Sheet

**STREET AND HIGHWAY LIGHTING SERVICE**

**I. APPLICABILITY**

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

**II. TYPE OF SERVICE**

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

**III. NET MONTHLY BILL**

				<u>Rate Group A<sup>(1)</sup></u>
<u>Type</u>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Rate<sup>(2)</sup></u>	<u>Rate Category</u>
HPS	100	38.3	\$8.47	SHPG; SHPJ; SHPG_U
HPS	150	58.6	\$9.12	SHPP; SHPP_U
HPS	250	100.0	\$14.75	SHPA; SHPA_U
HPS	400	150.0	\$18.12	SHPC; SHPC_U
HPS Shoebox	100	38.3	\$11.80	SHPD; SHPD_U
HPS Shoebox	250	100.0	\$15.48	SHPE; SHPE_U
HPS Shoebox	400	150.0	\$17.80	SHPF; SHPF_U
HPS Granville	150	58.6	\$15.32	SHPM; SHPM_U
HPS Acorn	150	58.6	\$14.84	SHPN; SHPN_U
HPS Colonial	150	58.6	\$12.77	SHPO; SHPO_U

Rate Group C<sup>(1)</sup>

Where the Company agrees to install facilities other than its standard street light fixtures and lamps (Cobra Head and those listed above with six foot arm and brackets), a lump sum payment will be required, based upon the installed cost of all facilities excluding the cost of its standard street light fixture and lamp. Customer will be billed under Rate Group A.

Rate Group D<sup>(1)</sup>

Where the Company furnishes energy only for Customer owned and maintained mercury vapor, high pressure sodium, metal halide, induction, or Light Emitting Diode (LED) street and highway lighting systems, including incidental lighting such as underpass lighting and obstruction flashers on high mast lighting, a charge will be made to the Customer at the rate of \$0.04637 per kWh<sup>(2)</sup>. (Rate Categories SHGA and SHXA)

<sup>(1)</sup> See § IV

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

**IV. SERVICE CONDITIONS**

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

Under Rate Groups A and C, a \$25.00 replacement fee will apply for all replacements of functioning lights.

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

Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the SHL-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure.

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

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

**V. AMOUNT DUE AND PAYMENT**

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

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE SHL-LED

Sheet No.: 112  
Effective Date:  
Revision: 2  
Supersedes: SHL-LED Effective 10-17-18  
Schedule Consists of: One Sheet

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

**I. APPLICABILITY**

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

**II. TYPE OF SERVICE**

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

**III. NET MONTHLY BILL**

<u>Initial Lumens</u>	<u>HPS Equivalent</u>	<u>Fixture</u>	<u>Monthly kWh</u>	<u>Rate<sup>(1)</sup></u>	<u>Rate Category</u>
5,100	100W	LED Cobra head	16.7	\$8.88	SLLA
8,500	150W	LED Cobra head	20	\$9.73	SLLB
16,000	250W	LED Cobra head	38.3	\$13.71	SLLC
26,000	400W	LED Cobra head	80	\$16.97	SLLD
5,880	100W	LED Shoebox	16.7	\$14.04	SLL E
16,500	250W	LED Shoebox	46.6	\$16.24	SLLG
22,700	400W	LED Shoebox	69	\$19.40	SLLH
9,300	150W	LED Nema	16.7	\$8.72	SLLL
7,400	150W	LED Granville	20	\$19.90	SLLM
7,400	150W	LED Acorn	20	\$19.51	SLLN
6,700	150W	LED Colonial	23.3	\$12.86	SLL O
19,000	250W	LED Off Road	43	\$13.55	SLLP
29,000	400W	LED Off Road	69	\$15.83	SLLQ

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

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

Where the Company agrees to install facilities other than its street light fixtures and lamps with six foot arm and brackets as provided for above, a lump sum payment will be required, based upon the installed cost of all facilities excluding the cost of its standard street light fixture and lamp. Customer will be billed on a monthly basis under the rate above that most closely matches the fixture.

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

#### **IV. SERVICE CONDITIONS**

A \$25.00 fee will apply for replacement of functioning light fixtures except replacements of MV fixtures for which there will be no fee. Replacements requested by the Customer will be scheduled consistent with available materials and the Company's available normal resources.

Upon failure of HPS or Mercury Vapor (MV) fixtures, the Company will replace with an LED equivalent lighting fixture from this schedule unless Company is directed in writing by the Customer to use a different type light fixture and the replacement fee will not apply. Regular maintenance of bulb replacement, photo controls, and other typical repair work does not constitute the failure of an existing HPS or MV fixture.

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

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

#### **V. AMOUNT DUE AND PAYMENT**

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

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LS-E

Sheet No.: 43  
Effective Date:  
Revision: 21  
Supersedes: LS-E Effective 10-17-18  
Schedule Consists of: Two Sheets

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

**I. APPLICABILITY**

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

**II. TYPE OF SERVICE**

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

**III. NET MONTHLY RATE**

RATES CLOSED UNDER SCHEDULE SHL<sup>(1)</sup>

Lamp Type	Lamp Wattage	Monthly kWh	Group A		Group B		Group C	
			Rate <sup>(2)</sup>	Code	Rate <sup>(2)</sup>	Code	Rate <sup>(2)</sup>	Code
MV	100	42.4	\$7.10	SHKA	--	--	\$9.76	SHMA
MV	175	70.0	\$8.51	SHKB, SHWK	--	--	--	--
MV	250	97.3	\$11.74	SHKC	--	--	--	--
MV	400	153.5	\$15.28	SHKE	\$10.55	SHFD	--	--
HPS	250	100.0	--	--	\$8.91	SHPB	--	--

(1) See §§ IV A of this Schedule.

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

Rate Group C

Where the Company furnishes overhead service to metal or concrete poles, Customer pays the charge under Rate Group C above which includes the Group A Rate plus a pole charge of \$2.66 per month. Subsequently, if the existing metal or concrete pole must be replaced for any reason, Customer will pay the installed cost of such replacement and thereafter will pay the monthly charge under Group A.

RATES CLOSED UNDER SCHEDULE ALS<sup>(1)</sup>

<u>Lamp Type</u>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Fixture on Existing Wood Pole<sup>(2)</sup></u>		<u>Fixture + Added Pole<sup>(2)</sup></u>	
			<u>Rate</u>	<u>Code</u>	<u>Rate</u>	<u>Code</u>
MV "Security Light"	175	70.0	\$8.51	ALCA;ALCA_U	\$11.17	ALCB
MV "Security Light"	400	153.5	\$15.27	ALCC	\$17.93	ALCD
MV "Flood Light"	400	153.5	\$15.27	ALCL	—	—
MV "Flood Light"	1,000	367.3	\$22.39	ALCN	\$25.05	ALCO
MH Open Bottom "Security Light"	320	120.0	\$23.57	ALCV	--	--
MH Shoebox "Decorative Light"	320	120.0	\$31.25	ALCY	—	—
MH "Flood Light"	320	120.0	\$16.68	ALCU;ALCU_U	—	—
MH "Flood Light"	1,000	367.3	\$32.12	ALCS;ALCS_U	—	—
HPS Shoebox "Decorative Light"	400	150	\$25.43	ALCW;ALCW_U	—	—
HPS Shoebox "Decorative Light"	1,000	367.3	\$40.87	ALCX;ALCX_U	—	—
MH Shoebox "Decorative Light"	1,000	367.3	\$44.55	ALCZ;ALCZ_U	—	—
MH Acorn "Decorative Light"	150	58.6	\$23.08	ALDB;ALDB_U	—	—
Pole: Metal 30 foot 5X5	NA	NA	\$14.61	ALDE;ALDE_U	—	—

(1) See §§ IV B of this Schedule.

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

RATES CLOSED UNDER SCHEDULE ALS-LED<sup>(1)</sup>

<u>Initial Lumens</u>	<u>HPS Equivalent</u>	<u>Description</u>	<u>Monthly Rate<sup>(2)</sup></u>	<u>Monthly kWh</u>	<u>Rate Categories</u>
6,300	100W	Flood Light	\$16.58	16.7	ALEDB; ALEDB_U

(1) See §§ IV B of this Schedule.

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

**ENTERGY TEXAS, INC.**  
Electric Service

Sheet No.: 44  
Effective Date:  
Revision: 21  
Supersedes: LS-E Effective 10-17-18  
Schedule Consists of: Two Sheets

SCHEDULE LS-E (Cont.)

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

RATES CLOSED UNDER RIDER SCHEDULE RLU<sup>(1)</sup>

<u>Lamp Type</u>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>L(1)</u>	<u>Code</u>	<u>P(2)<sup>(3)</sup></u>	<u>Code</u>	<u>L(3)</u>	<u>Code</u>
MV	100	10.6	\$1.86	RL130	\$1.86	RL140	—	—
MV	175	17.5	\$2.21	RL160	\$2.21	RL170	—	—
HPS	100	9.6	—	—	—	—	\$2.29	RL190

- (1) See §§ IV C of this Schedule.
- (2) Plus fixed fuel factor per Schedule FF and all applicable riders.
- (3) Monthly kWh not applicable to P(2).

- L(1) Rate Designation L applies to the following type Customer:
  - i. Those in subdivisions containing wood street lighting standards.
  - ii. Those in subdivisions containing aluminum or concrete standards where the Company has received a contribution from Developer or others covering the higher costs of aluminum or concrete standards relative to wood standards.
- P(2) Rate Designation P applies to Customers served in subdivisions where the lights are installed on aluminum or concrete standards and an agency pays the normal street lighting charges exclusive of the charges for aluminum or concrete standards. This charge does not apply where Company has received a contribution from Developer or others covering the higher costs of aluminum or concrete standards relative to wood standards.
- L(3) As of the effective date of the "Closed" Schedule RLU, existing agreements will be honored as described in the "Closed" Schedule RLU and all provisions of same will apply.

**IV. GENERAL PROVISIONS**

- A. SHL: The charges shown under "Rate Group A" include the ownership costs including installation, maintenance, energy supply, and control by the Company of existing standard street light fixtures and lamps mounted on existing standard wood poles.

SHL: Under "Rate Group B" all street lighting equipment, poles, luminaires, and overhead circuits or underground cables are provided by the Customer in accordance with Company standards. The charges shown under "Rate Group B" are applicable when the Company furnishes energy at secondary voltage and maintains Customer's system to the extent of replacing burned-out lamps, cleaning outer globes, making patrols and inspections, and maintaining control switches at each point of delivery. Any other maintenance, installations, replacements, or removals, shall be done only upon written request and at the expense of the Customer. Rate Group B is also applicable where the Company has installed

nonstandard facilities and the Customer has made a lump-sum payment to cover the total cost of all such facilities, including the fixture.

SHL: Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the SHL-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure. A \$25.00 replacement fee will apply for all replacements of functioning light fixtures except replacements of functioning MV fixtures. Customer shall submit a written request for all replacements of MV or HPS lighting with LED lighting.

- B. ALS and ALS-LED: Company will own and maintain existing facilities at its own cost and expense, mounted on an existing wood pole or other support approved by Company.

ALS: For additional facilities consisting only of a normally installed wood pole not in excess of 35 feet and one span of secondary, the Customer pays the Net Monthly Rate shown under Fixture + Added Pole which includes the Fixture on Existing Wood Pole Rate plus \$2.66 per month. If the existing pole must be replaced for any reason Customer will pay the installed cost of such replacement and thereafter the Fixture on Existing Wood Pole Rate will apply.

ALS: Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the ALS-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure. For customer requests to swap out functioning MH or HPS fixtures, the customer will pay in advance a nonrefundable lump sum payment of \$25.00 for each light.

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

- C: RLU: Upon failure of an existing fixture where a like replacement is not manufactured and/or in stock, the Company will replace the fixture with the HPS (if available) or LED fixture from the RLU rate schedule and the installation cost will not apply.

## V. AMOUNT DUE AND PAYMENT

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

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE TSS

Sheet No.: 40  
Effective Date:  
Revision: 21  
Supersedes: TSS Effective 10-17-18  
Schedule Consists of: One Sheet

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**TRAFFIC SIGNAL SERVICE**

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**I. APPLICABILITY**

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

**II. NET MONTHLY BILL**

**A. Energy Charge\***

All kWh used: \$0.03477 per kWh

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

**B. Minimum Charge**

The monthly minimum charge will be \$7.26 per billing month plus all applicable riders/adjustments.

**III. DETERMINATION OF KWH**

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

ENERGY TEXAS, INC.  
ELECTRIC SERVICE  
  
SCHEDULE MES

Sheet No.: 45  
Effective Date:  
Revision No.: 13  
Supersedes: MES Effective 12-31-20  
Schedule Consists of: Two Sheets

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MISCELLANEOUS ELECTRIC SERVICE CHARGES

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I. **APPLICABILITY**

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

II. **DESCRIPTIONS**

**Trip Fee**

A charge of fourteen dollars and sixty-two cents (\$14.62) will be made when Company is required to dispatch an employee to a customer's location.

**Connection**

**A. Standard Metering Service – Existing Meter**

A charge of six dollars and thirty-one cents (\$6.31) per event will be billed to connect an existing standard meter.

**B. Standard Metering Service – New Installation**

A charge of twenty-one dollars and sixty-one cents (\$21.61) per event will be billed to install and connect a new standard meter

**Disconnect/Reconnect Fee**

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

**A. Standard Metering Service**

A charge of two dollars and fifty-two cents (\$2.52) will be charged to reconnect after a disconnect for non-pay when the Customer or authorized party requests reconnection and makes payment of all billing amounts and fees at a Company authorized payment station during normal business hours. If full payment is made after 7:00 PM, reconnection that same day will be made only in cases of a Company-determined emergency.

**B. Non-Standard Metering Service**

A charge of thirteen dollars and eighty-one cents (\$13.81) per event will be charged to disconnect or reconnect services requested during normal business hours. The reconnection request will be deemed to have occurred during normal business hours if the Customer or other authorized party requests reconnection between 8:00 AM and 4:30 PM on a normally scheduled work day and makes payment of all billing and fees at a Company authorized payment station by 4:30 PM of the same day that the request for reconnection is made.

A charge of fifteen dollars and three cents (\$15.03) will be charged to reconnect when the Customer or authorized party requests reconnection and makes payment of all billing amounts and fees at a Company authorized payment station between the hours of 4:30 PM and 7:00 PM. If full payment is made after 7:00 PM, reconnection that same day will be made only in cases of a Company-determined emergency.

#### **Non-Sufficient Funds Charge**

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

#### **Temporary Metered Service Connection**

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

- One hundred twenty dollars and six cents (\$120.06) on each connection for residential construction.
- Greater of one hundred twenty dollars and six cents (\$120.06) or estimated Company net costs, on each connection for other temporary service.

Customer will be placed on appropriate Company rate schedule(s) for electric service.

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

#### **Payment by Drawdraft and Levelized/Equal Payment**

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

#### **Tampering Deterrent**

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

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

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

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SCHEDULE MES

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**MISCELLANEOUS ELECTRIC SERVICE CHARGES**

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a participant in a load management program, the Customer must enter into an agreement entitled Agreement for Installation of Interval Data Recorder Equipment.

**Meter Test Fee**

A charge of eighty-five dollars and seventy cents (\$85.70) will be made each time a customer requests a meter test within four years of a meter test performed at Company's expense and the subsequent meter test finds that the meter registers within the accuracy standards established by ANSI.

**Non-Standard Metering Fees**

A customer receiving non-standard metering service shall be charged a one-time fee and a recurring monthly fee:

**One-Time Charge for non-standard metering services**

A one-time charge of two hundred dollars (\$200) will be made to customers who choose to receive electric services through a non-standard meter.

**Monthly Charge for non-standard metering services**

A charge of twenty-five dollars and ninety-three cents (\$25.93) will be made each month to customers who choose to receive electric services through a non-standard meter.

III. **DEFINITIONS**

- A. **Standard Metering Service** – Service associated with an Advanced Meter as described in PUCT Substantive Rules Applicable to Electric Service Providers.
- B. **Non-Standard Metering Service** – Service associated with a meter that does not function as an Advanced Meter.

**ENTERGY TEXAS, INC.**  
Electric Service

Sheet No.: 47  
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SCHEDULE AFC

**ADDITIONAL FACILITIES CHARGE RIDER**

**I. DESCRIPTION**

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

**II. OPTION A**

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

**III. OPTION B**

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

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

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

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

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

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

#### **V. TERM OF AGREEMENT**

##### **A. OPTION A TERM**

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

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

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SCHEDULE AFC (Cont.)

Sheet No.: 47A  
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**ADDITIONAL FACILITIES CHARGE RIDER**

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

**B. OPTION B TERM**

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

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

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

**VI. REMOVAL CHARGES**

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

If the Customer terminates the Agreement in accordance with its terms at the conclusion of the Original Term, and requests in writing the removal of the Additional Facilities, Customer shall pay to Company the total estimated cost of removing the Additional Facilities.

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

## **VII. PAYMENT**

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

**ENTERGY TEXAS, INC.**  
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SCHEDULE SQF

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

**I. APPLICABILITY**

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

**II. INTERCONNECTION COSTS**

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

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

**A. Energy Payment**

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

**B. Capacity Payment**

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

**C. Customer Charge**

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

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

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

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

#### IV. MONTHLY PAYMENT SCHEDULE OPTIONS

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

##### **Option-1**

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

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

##### **Option-2**

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

- A. The Company will purchase the QF energy supplied to the Company and the QF will pay a monthly Customer Charge in accordance with § III of this Schedule.
- B. Company energy supplied to the Customer will be charged in accordance with the applicable standard rate schedule.
- C. If the QF uses renewable resources with an aggregate design capacity of 50 kW or less and the QF initiates the interconnection on or after November 29, 2017, then
  - a. The Customer Charge in III.C. will not apply.
  - b. The purchased QF energy will reduce the Customer's bill, but the monthly bill will not be less than the otherwise applicable minimum billing plus any non-bypassable charges with any remaining credit carried over subject to § VII.

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE SQF (Cont.)

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

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**Option 3**

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

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

**Option 4 (Closed to New Business)**

Option 4 is only available to a Customer that has submitted a signed and completed Application and separate Net Metering Interconnection Agreement prior to January 2, 2018 and subsequently installs a qualifying QF.

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

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

**V. RATE CHANGES BY COMPANY**

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

**VI. STANDBY OR AUXILIARY SERVICE**

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

**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.

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE LQF

Sheet No.: 57  
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Revision: 6  
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Schedule Consists of: Two Sheets

**NONFIRM ENERGY PURCHASED FROM LARGE QUALIFYING FACILITIES**

**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. DEFINITIONS**

As used in this tariff, the following terms have these meanings:

Behind the Meter (BTM) QF: a QF that has not self-registered as a generator in the MISO Model

Financial Schedule (or FinSched): an instrument used to transfer ownership of energy within the MISO settlement system

Hybrid QF: a QF that has self-registered as a generator in the MISO Commercial Model

Load Zone: an asset in the MISO Commercial Model that is used for settlement purposes, and for which separate settlement data exists

Applicable Load Zone : for BTM QFs > 20 MWs, the Load Zone created to represent the QF in the MISO settlement system; otherwise, the Load Zone created to represent the rest of ETI's retail load

#### IV. PAYMENT DETERMINATION

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

The Company will use MISO settlement data to determine the Monthly Avoided Cost Energy Payment to each customer. Such monthly payment for a Customer's generated energy delivered to the Company shall be the monthly summation of each hour's product of the MWh delivered and the applicable hourly prices as reduced by any Other Market Charges included on MISO settlement statements, also expressed as follows:

$$MP_{QF} = \left( \sum_{i=1}^n [LMP_{QF,i} \times MWh_{QF,i}] - OMC_{QF,i} \right)$$

$MP_{QF}$	The Monthly Avoided Cost Energy Payment
$LMP_{QF,i}$	The Real Time Locational Marginal Price for hour "i" at the Applicable Load Zone for BTM QFs and the generator bus for Hybrid QFs as expressed in dollars per megawatt-hour;
$MWh_{QF,i}$	Megawatt-hours either (1) injected by the BTM QF for hour "i" of the month or (2) energy scheduled by an accepted asset-sourced financial schedule from the Hybrid QF to the Company, consistent with the terms and conditions set forth in Section V; and
$OMC_{QF,i}$	Other Market Charges associated with a QF non-firm energy sale that are assessed by MISO to the Company as they appear on the MISO settlement statements, if the QF is either a BTM QF registered as a separate Load Zone or a Hybrid QF.

##### 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.

#### V. LIMITATIONS ON THE ACCEPTANCE OF FINANCIAL SCHEDULES FROM HYBRID QFS

The Company will confirm asset-sourced financial schedules from Hybrid QFs, provided they meet the following specifications: (a) the source, sink, and delivery point are all set equal to the Hybrid QF generator node, (b) the financial schedule is used to transfer ownership of energy in the real-time market, and (c) the amount is declared by the Hybrid QF to the Company within one hour of the operating hour and the amount does not exceed the difference between the Hybrid QF's actual injection measured by MISO and its day ahead schedule.

The Company will also confirm asset-sourced financial schedules in an amount equal to the difference between a Hybrid QF's actual injection measured by MISO and its day ahead schedule if the financial schedules meet the requirements of (a) and (b) above, and if the Hybrid QF makes a day ahead declaration of its intent to submit financial schedules equal to the difference between the Hybrid QF's actual injection measured by MISO and its day ahead schedule.

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE LQF (Cont.)

Sheet No.: 57A  
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**NONFIRM ENERGY PURCHASED FROM LARGE QUALIFYING FACILITIES**

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**VI. BILLING**

The Company shall send a statement and payment (if applicable) to the QF on or before the 5th day after all initial MISO invoices for energy delivered during the previous month have been settled. The statement shall include the kilowatt-hours purchased by the Company during the previous monthly billing period, the amount of the per unit energy payments for the month, and the charge described in § IV.B. The statement shall also include adjustments from prior months that may be necessary to account for updated information made available by MISO. The payment for service furnished or received shall be due within 20 days of the invoice date.

**VII. 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.

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE DTK

Sheet No.: 74  
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**DATALINK WEB-BASED ACCESS TO INTERVAL LOAD DATA RIDER**

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**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. 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.

**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.

**ENERGY TEXAS, INC.**  
Electric Service

SCHEDULE FF

Sheet No.: 51  
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**FIXED FUEL FACTOR AND LOSS MULTIPLIERS**

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The Texas retail fixed fuel factor is \$0.0278303 per kWh.

The loss multipliers by voltage level are:

<u>Delivery Voltage</u>	<u>Loss Multiplier</u>
Secondary	1.023660
Primary	0.996277
69kV/138kV	0.966239
230kV	0.954585

The corresponding fixed fuel factors by voltage level are:

<u>Delivery Voltage</u>	<u>Fixed Fuel Factor</u>
Secondary	\$0.0284888 per kWh
Primary	\$0.0277267 per kWh
69kV/138kV	\$0.0268907 per kWh
230kV	\$0.0265664 per kWh

ENTERGY TEXAS, INC.  
ELECTRIC SERVICE  
  
SCHEDULE AMS

Sheet No.: 100  
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**ADVANCED METERING SYSTEM SURCHARGE RIDER**

**I. PURPOSE**

The Advanced Metering System Surcharge Rider ("Rider AMS") recovers Entergy Texas, Inc. cost to provide an Advanced Metering System ("AMS") to customers during the cost recovery period approved by the Public Utility Commission of Texas.

**II. APPLICABILITY**

Pursuant to 16 TEX. ADMIN. CODE (TAC) § 25.130, Rider AMS is applicable to retail customers receiving metered service. Rider AMS is not applicable to customers whose load is unmetered or to transmission voltage customers.

**III. MONTHLY SURCHARGE AMOUNT**

The AMS Surcharge for each of the Company's applicable retail rate schedules is as follows:

**Billing Months of February 2019 through December 2022**

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>AMS Surcharge</u>
Residential	RS, RS-TOD	\$2.88 per month
Small General Service Metered Service	SGS	\$4.26 per month
General Service - Other than Transmission Customers	GS, GS-TOD	\$5.94 per month
Large General Service - Other than Transmission Customers	LGS, LGS-TOD	\$29.50 per month
Large Industrial Power Service – Other than Transmission Customers	LIPS, LIPS-TOD	\$35.39 per month
Lighting	SHL, LS-E, ALS, RLU, SHL-LED, ALS-LED	\$0.00 per month

**Billing Months of January 2023 through December 2029**

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>AMS Surcharge</u>
Residential	RS, RS-TOD	\$1.57 per month
Small General Service Metered Service	SGS	\$0.00 per month
General Service - Other than Transmission Customers	GS, GS-TOD	\$0.00 per month
Large General Service - Other than Transmission Customers	LGS, LGS-TOD	\$0.00 per month
Large Industrial Power Service – Other than Transmission Customers	LIPS, LIPS-TOD	\$0.00 per month
Lighting	SHL, LS-E, ALS, RLU, SHL-LED, ALS-LED	\$0.00 per month

**ENERGY TEXAS, INC.**  
Electric Service  
  
RIDER SCHEDULE EECRF

Sheet No.: 82  
Effective Date: 1-1-23  
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Schedule Consists of: One Sheet Plus  
Attachments A & B

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**ENERGY EFFICIENCY COST RECOVERY FACTOR RIDER**

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**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 January 1 after the filing year and shall then remain in effect for a twelve (12) month billing period, except as otherwise provided for below.

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.

## Attachment A

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

Applicable through December 2023 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 January 1, 2023. 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, SQF, MVDR, and GFO.

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>Energy Efficiency Cost Recovery Factor (1)</u>
Residential	RS, RS-TOD	\$0.001167 per kWh
Small General Service	SGS, UMS, TSS	\$0.000361 per kWh
General Service	GS, GS-TOD	\$0.000967 per kWh
Large General Service	LGS, LGS-TOD	\$0.000920 per kWh
Large Industrial Power Service – Industrial Transmission Customers Only	LIPS, LIPS-TOD	\$0.000000 per kWh
Other than Industrial Transmission Customers	LIPS, LIPS-TOD	\$0.000822 per kWh
Lighting	SHL, LS-E, ALS, RLU, ALS-LED, SHL-LED	\$0.000001 per kWh

Notes:

(1) See Attachment B

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

Ln No		Rate Class					
		Residential	SGS	GS	LGS	LIPS	Lighting
1	$EECRF_k =$	ENERGY EFFICIENCY COST RECOVERY FACTOR FOR RATE CLASS <sub>k</sub> (1)					
2	$EECRF_k =$	$EERR_k / BD_k + EEPB_k / BD_k$					
	Where,						
3	$EERR_k =$	ENERGY EFFICIENCY COST FOR RATE CLASS <sub>k</sub>					
4	$EERR_k =$	$PEEC_k + TUA_k$					
	Where,						
5	$PEEC_k =$	PROJECTED ENERGY EFFICIENCY COST FOR RATE CLASS <sub>k</sub> (2)					
6	$TUA_k =$	TRUE-UP ADJUSTMENT FOR RATE CLASS <sub>k</sub> (4)					
7	$TUA_k =$	$EEC_k + PEEPB_k - (RR_k - PTU_k)$					
8	Where,						
	$EEC_k =$	ENERGY EFFICIENCY COST FOR RATE CLASS <sub>k</sub> (5)					
9	$PEEPB_k =$	PRIOR ENERGY EFFICIENCY PERFORMANCE BONUS FOR RATE CLASS <sub>k</sub> (6)					
10	$RR_k =$	REVENUE UNDER RIDER EECRF FOR RATE CLASS <sub>k</sub> (5)					
11	$PTU_k =$	PRIOR PERIOD TRUE-UP ADJUSTMENT FOR RATE CLASS <sub>k</sub> (7)					
12	$TUA_k =$	TRUE-UP ADJUSTMENT FOR RATE CLASS <sub>k</sub>					

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

Ln No		Rate Class					
		Residential	SGS	GS	LGS	LIPS	Lighting
13	$EERR_k =$	ENERGY EFFICIENCY COST FOR RATE CLASS <sub>k</sub> (LN 5+ LN 12)					
14	$BD_k =$	ENERGY EFFICIENCY COST RECOVERY BILLING DETERMINANTS FOR RATE CLASS <sub>k</sub> (8)					
15	$EERR_k / BD_k =$	ENERGY EFFICIENCY COST RECOVERY FACTOR FOR RATE CLASS <sub>k</sub> (\$/kWh) (LN 13 / LN 14)					
16		$EEPB_k =$ ENERGY EFFICIENCY PERFORMANCE BONUS FOR RATE CLASS <sub>k</sub> (3)					
17	$BD_k =$	ENERGY EFFICIENCY COST RECOVERY BILLING DETERMINANTS FOR RATE CLASS <sub>k</sub> (8)					
18	$EEPB_k / BD_k =$	ENERGY EFFICIENCY PERFORMANCE BONUS FOR RATE CLASS <sub>k</sub> (3) (\$/kWh) (LN 16 / LN 17)					
		EECRF FOR ALL CUSTOMERS EXCEPT LIPS INDUSTRIAL TRANSMISSION CUSTOMERS (LN 15 + LN 18)					
		EECRF FOR LIPS INDUSTRIAL TRANSMISSION CUSTOMERS					

**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 16 TAC 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 each rate class in proportion to the program costs directly assigned to each rate class which excludes the LIPS Industrial transmission level and Lighting rate classes.
- (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 16 TAC 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.

**ENERGY 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 16 TAC 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. This includes all EECRF proceeding costs.
- (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 excluding LIPS Industrial transmission level customers.

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE SRC

Sheet No.: 76  
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Schedule Consists of: Six Sheets Plus  
Attachments A and B

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### SYSTEM RESTORATION COSTS

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#### 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.

**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. 37247. 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.

**System Restoration Costs Charges (“SRC Charges”)** – a non-bypassable charge computed on the basis of individual end-use customer consumption, except for SRC 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 SRC Charges billed and collected pursuant to the Initial or Adjusted System Restoration Costs Rates, Attachment A to this schedule, the SRC Charges shall constitute a separate charge.
- B. The assessment of SRC 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 ETI.

### III. APPLICABILITY

This schedule, along with Attachment A, sets out the rates, terms and conditions under which SRC 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 SRC 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 SRC 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 SRC Charges in place of the REP, or other entity which may be required to bill or collect the SRC Charges. The REP, an entity designated to collect SRC Charges in place of the REP, or another entity which is required to bill or collect the SRC Charges will pay the SRC Charges to the Servicer, whether or not they collect the SRC Charges from their customers. The Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

**ENERGY TEXAS, INC.**  
Electric Service

SCHEDULE SRC (Cont.)

Sheet No.: 77  
Effective Date: November 30, 2009  
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Schedule Consists of: Six Sheets Plus  
Attachments A and B

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**SYSTEM RESTORATION COSTS**

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**IV. TERM**

This schedule shall remain in effect until the SRC 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 36.403(d). However, in no event shall the SRC Charges provided for in this schedule be collected for service rendered after 15 years from issuance of the Transition Bonds. SRC 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. SRC RATE CLASSES**

The SRC 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 SRC Rate Classes to whom SRC 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.
- 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 Interruptible Service.
- 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.

- 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 SRC Rate Class using the methods approved by the Commission in Docket No. 36931 as outlined in Attachment B to this schedule.

## **VII. DETERMINATION OF SRC RATES**

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

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

Where,

$SRC_c$  = SRC Rate applicable to an SRC Rate Class during the SRC Period;

PBR = Periodic Billing Requirement for the SRC Period;

$PBRAF_c$  = the Periodic Billing Requirement Allocation Factor for such class in effect at such time;

$P_c$  = Prior period over-/under-recovery for such class; and

$FBU_c$  = Forecasted Billing Units (i.e., class-specific energy or demand billing units) currently forecast for a class for the SRC period.

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

Not less than 15 days prior to the first billing cycle for the Company's November 2010 billing month, and no less frequently than annually, the Servicer shall file a revised Attachment A setting forth the upcoming SRC period's SRC Rates (Adjusted SRC Rates), complete with all supporting materials. The Adjusted SRC Rates will become effective on the first billing cycle of the Company's November 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 SRC Rates, due to mathematical errors in the calculation of such rates or otherwise, will be made in a future true-up adjustment filing.

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE SRC (Cont.)

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### SYSTEM RESTORATION COSTS

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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 SRC 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 SRC 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 PBRAs as outlined in Attachment B;
- B. calculate undercollections or overcollections from the preceding period in each SRC Rate Class by subtracting the previous period's SRC 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 SRC Rate Class in steps A and B above to determine an adjusted Periodic Billing Requirement for each SRC Rate Class;
- D. divide the Periodic Billing Requirement for each SRC 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 SRC 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 SRC Rate Classes using the PBRAs as outlined in Attachment B;

- G. add the amount allocated to each SRC 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 SRC Rate Class by the forecasted billing units to determine the SRC 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 SRC 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. 37247 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 SRC 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 SRC Charges applicable to NESG are in addition to the applicable SRC Charges under A above or C below.
2. Payment terms pursuant to the Commission's rules.

ENERGY TEXAS, INC.  
Electric Service

SCHEDULE SRC (Cont.)

Sheet No.: 79  
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**SYSTEM RESTORATION COSTS**

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3. SRC Rate Class determined by summing loads on the transmission and distribution system with loads served by non-eligible self 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 SRC 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 SRC Charges collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of SRC 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).

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 SRC 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") provider is billing customers for SRC Charges, the REP shall have the right to transfer the customer to the POLR provider (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 SRC Charges.
2. Payments of SRC 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 SRC 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 SRC Charges obligations. A REP shall not be obligated to pay the overdue SRC Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue SRC 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 SRC 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 SRC 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:

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Electric Service

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**SYSTEM RESTORATION COSTS**

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- (a) Allow the POLR provider or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of SRC 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 SRC 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 provider 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 provider defaults or is not eligible to provide such services, responsibility for billing and collection of SRC Charges will immediately be transferred to and assumed by the Servicer until a new POLR provider 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 provider, or Servicer for any amount of SRC Charges they have paid their REP (although future SRC 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 SRC 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.

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 Texas Restoration Funding, LLC pursuant to the financing order issued in Docket No. 37247. 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 SRC Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future SRC 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 SRC Rates for the next SRC billing period, and the REP's rights to credits will not take effect until after such adjusted SRC Rates have been implemented.
7. In the event that a REP disputes any amount of billed SRC 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 SRC 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 SRC 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.

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**SYSTEM RESTORATION COSTS**

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**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 ETI 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 ETI 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 access 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 SRC Charges are owned by the SPE and not the Company; and (ii) each REP which bills SRC Charges shall cause to be prepared and delivered to such customers a notice stating, in effect, that the Transition Property and the SRC 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.

**ENTERGY TEXAS, INC.****SCHEDULE SRC - ATTACHMENT A****INITIAL OR ADJUSTED SYSTEM RESTORATION COSTS RATES****I. RATE CLASSES**

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

**II. NET MONTHLY RATE**

The Initial or Adjusted SRC Rates shall be determined in accordance with and are subject to the provisions set forth in Rate Schedule SRC. Not less than 15 days prior to the first billing cycle for the Company's November 2010 billing month and no less frequently than annually thereafter, the Company or successor Servicer will file a revision to Schedule SRC, Attachment A setting forth the Adjusted SRC Rates to be effective for the upcoming period. If made as a result of the standard true-up adjustment in Rate Schedule SRC, the Adjusted SRC Rates will become effective on the first billing cycle of the Company's November billing month. If an interim true-up adjustment is made pursuant to Rate Schedule SRC, the Adjusted SRC 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 SRC is made to revise the Initial or Adjusted SRC Rates, the filing will be made at least 90 days prior to the first billing cycle for the Company's November billing month. Amounts billed pursuant to this schedule are not subject to Rider IHE or State and local sales tax.

<b><u>SRC Rate Class</u></b>	<b><u>Initial or Adjusted SRC Rates</u></b>	
Residential	(\$0.01077)	per kWh
Small General Service	(\$0.01026)	per kWh
General Service	(\$0.00766)	per kWh
Large General Service	(\$0.00320)	per kWh
Large Industrial Power Service	(\$0.17351)	per kW
Experimental Economic As-Available Power Service	\$0.00000	per kWh
Standby and Maintenance Service	(\$0.03818)	per kW
Street and Outdoor Lighting	(\$0.03324)	per kWh

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The Initial or Adjusted SRC 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 TEXAS, INC**

**CALCULATION OF INITIAL SYSTEM RESTORATION COSTS CHARGE  
Functionalization and Allocation of Annual Securitization Payments  
Billing Period 1 - Texas Retail by Class**

	<u>Tx Retail</u>	<u>Texas Retail</u>							
		<u>RES</u>	<u>SGS</u>	<u>GS</u>	<u>LGS</u>	<u>LIPS</u>	<u>EAPS</u>	<u>SMS</u>	<u>LTG</u>
<b>Production</b>									
Texas Retail Allocation Factors *	100.0000%	43.5249%	2.1765%	21.9201%	7.5549%	21.6431%	1.9501%	0.8743%	0.3561%
Related Storm Costs	\$2,440,116								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	0.4916%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Prod	\$132,926	\$57,856	\$2,893	\$29,138	\$10,042	\$28,769	\$2,592	\$1,162	\$473
<b>Transmission</b>									
Texas Retail Allocation Factors *	100.0000%	45.7242%	2.2720%	22.5398%	7.4625%	18.8947%	1.9855%	0.7864%	0.3349%
Related Storm Costs	\$70,981,989								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	14.3006%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Trans	\$3,866,762	\$1,768,046	\$87,853	\$871,560	\$288,557	\$730,613	\$76,775	\$30,408	\$12,950
<b>Distribution</b>									
Texas Retail Allocation Factors *	100.0000%	59.5467%	4.4127%	24.6479%	5.5437%	1.4705%	0.0000%	0.1477%	4.2308%
Related Storm Costs	\$421,131,190								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	84.8445%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Distrib	\$22,941,228	\$13,660,744	\$1,012,328	\$5,654,531	\$1,271,793	\$337,351	\$0	\$33,884	\$970,597
<b>Net General Plant</b>									
Texas Retail Allocation Factors *	100.0000%	52.3305%	3.6199%	20.1101%	5.8632%	14.1243%	1.1314%	0.7442%	2.0764%
Related Storm Costs	\$1,803,271								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	0.3633%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Other	\$98,233	\$51,406	\$3,556	\$19,755	\$5,760	\$13,875	\$1,111	\$732	\$2,040
<b>Total Payments**</b>									
	\$27,039,149	\$15,538,048	\$1,106,630	\$6,574,984	\$1,576,152	\$1,110,608	\$80,478	\$66,186	\$986,060
Blended Allocation Factors	100.00%	57.464%	4.093%	24.317%	5.829%	4.107%	0.298%	0.245%	3.647%

\* Source of Texas Retail Allocation Factors - Docket No. 36931 Phillip B. Gillam Direct Testimony Exhibit PBG-3

\*\* Source of Annual Levelized Payment to be allocated - Provided by Charles Atkins.

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Electric Service

SCHEDULE SRC-2

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Attachments A and B

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## SYSTEM RESTORATION COSTS-2

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### I. GENERAL

This System Restoration Costs Schedule SRC-2 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 Classes identified herein 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-2 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. 52302 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 system restoration bonds ("System Restoration 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")** – 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 - 2 ("SRC-2") billed in accordance with this schedule.

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

**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. 52302. 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.

**System Restoration Costs Charges (“SRC-2 Charges”)** – a non-bypassable charge computed on the basis of individual end-use customer consumption, except for SRC-2 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 SRC-2 Charges billed and collected pursuant to the Initial or Adjusted System Restoration Costs Rates, Attachment A to this schedule, the SRC-2 Charges shall constitute a separate charge.
- B. The assessment of SRC-2 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 ETI.

### III. APPLICABILITY

This schedule, along with Attachment A, sets out the rates, terms and conditions under which SRC-2 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 SRC-2 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 received service from the Company on the date the Financing Order was issued, but whose present facilities, premises, or loads request to change service to another utility at any time on or after the date of the Financing Order, provided the 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 SRC-2 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 SRC-2 Charges in place of the REP, or other entity which may be required to bill or collect the SRC-2 Charges. The REP, an entity designated to collect SRC-2 Charges in place of the REP, or another entity which is required to bill or collect the SRC-2 Charges will

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**SYSTEM RESTORATION COSTS-2**

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pay the SRC-2 Charges to the Servicer, whether or not they collect the SRC-2 Charges from their customers. The Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

**IV. TERM**

This schedule shall remain in effect until the SRC-2 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 System Restoration Bonds together with all other qualified costs as provided in PURA §§ 39.302(4) and 36.403(d). However, in no event shall the SRC-2 Charges provided for in this schedule be collected for service rendered after 15 years from issuance of the System Restoration Bonds. SRC-2 Charges for service rendered during the 15-year period following issuance of the System Restoration 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. SRC-2 RATE CLASSES**

The SRC-2 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 SRC-2 Rate Classes to whom SRC-2 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.
- Large Industrial Power Service Trans. & Distribution — 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 Interruptible Service.
- Large Industrial Power Service – Distribution Only – this service is applicable to non-residential customers who contract for not less than 2,500 kW of electric service at Distribution Voltage (Less than 69 kilovolts), including any distribution-level customers taking service under Pipeline Pumping Service and Interruptible Service.

- 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. For SRC-2 Rates, there will be a separate Standby Service Charge and Maintenance Service Charge, as described below.
- 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 SRC-2 Rate Class using the methods approved by the Commission in Docket No. 51997 as outlined in Attachment B to this schedule.

## **VII. DETERMINATION OF SRC-2 RATES**

SRC-2 Rates will be adjusted no less frequently than annually in order to ensure that the expected collection of the SRC-2 Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the System Restoration Bonds and to pay on a timely basis other qualified costs. With the exception of Standby and Maintenance Service, the SRC-2 Rates shall be computed by multiplying the Periodic Billing Requirement Allocation Factor ("PBRAFs") times the Periodic Billing Requirement ("PBR") for the projected SRC-2 period, and dividing such amount by the billing units of the SRC-2 Rate Class, as shown in the following formula:

$$\text{SRC-2}_c = [(\text{PBR} * \text{PBRAF}_c) + P_c] / \text{FBU}_c$$

Where,

SRC-2<sub>c</sub> = SRC-2 Rate applicable to an SRC-2 Rate Class during the SRC-2 Period;

PBR = Periodic Billing Requirement for the SRC-2 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 SRC-2 period.

The SRC-2 Rate applicable to the Large Industrial Power Service – Distribution Only class shall be the sum of (a) the product of (1) the PBR and (2) the PBRAF for the Large Industrial Power Service Trans. & Distribution Service class and (3) 34.94% and (b) the prior period over-/under-recovery for the Large Industrial Power Service – Distribution Only class divided by the Forecasted Billing Units.

The Standby Service Charge and the Maintenance Service Charge will be designed as follows:

- a. Start with the Large Industrial Power Service class's Charge for system restoration costs applicable to transmission service.

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- b. Calculate the Standby and Maintenance Service revenue requirement, which is the sum of the Standby Service Charge multiplied by the Standby Service billing determinants and the Maintenance Service Charge multiplied by the Maintenance Service billing determinants.
  1. The Standby Service Charge is the transmission system restoration costs for the Large Industrial Power Service class multiplied by 11.379%.
  2. The Maintenance Service Charge is the Standby Service Charge multiplied by 75%.
  3. The Standby and Maintenance Service billing determinants for Standby Service Charges and Maintenance Service Charges are based on usage [kW] during the most recent 12-month period.
- c. Deduct the Standby and Maintenance Service revenue requirement from the overall revenue requirement for system restoration costs.
- d. Reallocate any remaining revenue requirement for system restoration costs to the rate classes.

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

Not less than 15 days prior to the first billing cycle for the Company's April 2023 billing month, and no less frequently than annually, the Servicer shall file a revised Attachment A setting forth the upcoming SRC-2 period's SRC-2 Rates (Adjusted SRC-2 Rates), complete with all supporting materials. The Adjusted SRC-2 Rates will become effective on the first billing cycle of the Company's April 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 SRC-2 Rates, due to mathematical errors in the calculation of such rates or otherwise, will be made in a future true-up adjustment filing.

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 SRC-2 Charge collections will be insufficient to make all scheduled payments of principal, interest and other qualified amounts in respect of the system restoration 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 system restoration charges will be in effect. In no event would such interim true-up adjustments occur more frequently than every three months if quarterly system restoration bond payments are required or every six months if semi-annual system restoration bond payments are required; provided, however, that interim

true-up adjustments for any system restoration 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 SRC-2 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 SRC-2 Rate Class by subtracting the previous period's SRC-2 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 SRC-2 Rate Class in steps A and B above to determine an adjusted Periodic Billing Requirement for each SRC-2 Rate Class;
- D. divide the Periodic Billing Requirement for each SRC-2 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 SRC-2 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 SRC-2 Rate Classes using the PBRAFs as outlined in Attachment B;
- G. add the amount allocated to each SRC-2 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 SRC-2 Rate Class by the forecasted billing units to determine the SRC-2 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 SRC-2 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. 52302 of the filing of the proposal for a non-standard true-up.

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SCHEDULE SRC-2 (Cont.)

Sheet No.: 143  
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**SYSTEM RESTORATION COSTS-2**

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- 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 SRC-2 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 SRC-2 Charges applicable to NESG are in addition to the applicable SRC-2 Charges under A above or C below.
2. Payment terms pursuant to the Commission's rules.
3. SRC-2 Rate Class determined by summing loads on the transmission and distribution system with loads served by non-eligible self 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 SRC-2 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 SRC-2 Charges collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of SRC-2 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).
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 System Restoration 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 with investment earnings will be remitted to the REP at the end of the term of the System Restoration Bonds unless otherwise utilized for the payment of the REP's obligations for SRC-2 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.

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SCHEDULE SRC-2 (Cont.)

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**SYSTEM RESTORATION COSTS-2**

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6. In the event that a REP or the Provider of Last Resort ("POLR") provider is billing customers for SRC-2 Charges, the REP shall have the right to transfer the customer to the POLR provider (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 SRC-2 Charges.
  2. Payments of SRC-2 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 SRC-2 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 SRC-2 Charges obligations. A REP shall not be obligated to pay the overdue SRC-2 Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue SRC-2 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 SRC-2 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 SRC-2 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:

- (a) Allow the POLR provider or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of SRC-2 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 System Restoration Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the System Restoration 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 SRC-2 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 provider 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 provider defaults or is not eligible to provide such services, responsibility for billing and collection of SRC-2 Charges will immediately be transferred to and assumed by the Servicer until a new POLR provider 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 provider, or Servicer for any amount of SRC-2 Charges they have paid their REP (although future SRC-2 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 SRC-2 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.
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 system restoration bonds issued by Entergy Texas Funding II, LLC pursuant to the financing order issued in Docket No. 52302. 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:

**ENERGY TEXAS, INC.**  
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SCHEDULE SRC-2 (Cont.)

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**SYSTEM RESTORATION COSTS-2**

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- (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 SRC-2 Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future SRC-2 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 SRC-2 Rates for the next SRC-2 billing period, and the REP's rights to credits will not take effect until after such adjusted SRC-2 Rates have been implemented.
7. In the event that a REP disputes any amount of billed SRC-2 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 SRC-2 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 SRC-2 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.

**XII. OTHER TERMS AND CONDITIONS**

Prior to the date when retail competition is introduced into ETI's Service Area, if any retail customer does not pay the full amount of any bill to ETI, 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 ETI and to all system restoration charges on the bill, *pari passu*, based upon the total amount billed, and third, to tax and charges billed to the customer. 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 system restoration charges shall be allocated among such owners (or pledgee or pledgees), and among such series of system restoration bonds, pro-rata based upon the amounts billed with respect to each series of system restoration bonds, provided that late fees and charges may be allocated to the Servicer as provided in the Tariff. If the Service Area becomes subject to retail competition and if 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 system restoration charges and other fees and charges (including amounts billed and due in respect of system restoration charges associated with system restoration 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 system restoration 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 access 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 SRC-2 Charges are owned by the SPE and not the Company; and (ii) each REP which bills SRC-2 Charges shall cause to be prepared and delivered to such customers a notice stating, in effect, that the Transition Property and the SRC-2 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.

**ENERGY TEXAS, INC.**

**SCHEDULE SRC-2 - ATTACHMENT A**

**INITIAL OR ADJUSTED SYSTEM RESTORATION COSTS RATES**

**I. RATE CLASSES**

For purposes of determining and billing Initial or Adjusted System Restoration Costs Rates, each end-use customer will be designated as a customer belonging to one of eight SRC-2 classes as identified and defined in § V of Rate Schedule SRC-2.

**II. NET MONTHLY RATE**

The Initial or Adjusted SRC-2 Rates shall be determined in accordance with and are subject to the provisions set forth in Rate Schedule SRC-2. Not less than 15 days prior to the first billing cycle for the Company's April billing month and no less frequently than annually thereafter, the Company or successor Servicer will file a revision to Schedule SRC-2, Attachment A setting forth the Adjusted SRC-2 Rates to be effective for the upcoming period. If made as a result of the standard true-up adjustment in Rate Schedule SRC-2, the Adjusted SRC-2 Rates will become effective on the first billing cycle of the Company's April billing month. If an interim true-up adjustment is made pursuant to Rate Schedule SRC-2, the Adjusted SRC-2 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 SRC-2 is made to revise the Initial or Adjusted SRC-2 Rates, the filing will be made at least 90 days prior to the first billing cycle for the Company's April billing month. Amounts billed pursuant to this schedule are not subject to Rider IHE or State and local sales tax.

<b><u>SRC-2 Rate Class</u></b>	<b><u>Initial or Adjusted SRC-2 Rates</u></b>	
Residential	\$0.00232	per kWh
Small General Service	\$0.00193	per kWh
General Service	\$0.00177	per kWh
Large General Service	\$0.00125	per kWh
Large Industrial Power Service – Trans. & Distribution	\$0.04709	per kW
Large Industrial Power Service – Distribution Only	\$0.31800	per kW
Standby and Maintenance Service		
Standby Service	\$0.01013	per kW
Maintenance Service	\$0.00819	per kW
Street and Outdoor Lighting	\$0.00995	per kWh

The Initial or Adjusted SRC-2 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.

## ATTACHMENT B

**Energy Texas, Inc.**  
**Allocation of Annual Securitization Payments**  
**Texas Retail by Class**

	Texas Retail							
	<u>Tx Retail</u>	<u>RDS</u>	<u>SGS</u>	<u>GS</u>	<u>LGS</u>	<u>LIPS</u>	<u>SMS</u>	<u>LTG</u>
<b>Total SRC Revenue Requirement</b>								
Texas Retail Allocation Factors *	100.0000%	59.7869%	4.1278%	22.3979%	6.0031%	4.5519%	0.0000%	3.1325%
Total Storm Costs *	\$256,198,242							
Estimated Annual Levelized Payment **	\$33,697,450							
Payment Allocated to Rate Classes - Exh. REI-1	\$33,697,450	\$20,146,645	\$1,390,958	\$7,547,517	\$2,022,894	\$1,533,860	\$0	\$1,055,575
Allocated to SMS***	\$50,482						\$50,482	
Credit to rate classes for SMS	\$ (50,482)	\$ (30,182)	\$ (2,084)	\$ (11,307)	\$ (3,030)	\$ (2,298)		\$ (1,581)
Amount to be recovered from rate classes	\$33,646,968	\$20,116,464	\$1,388,874	\$7,536,210	\$2,019,864	\$1,531,562		\$1,053,994

\* Source of Storm Costs and Texas Retail Allocation Factors - Docket No. 51997, Stipulation & Settlement Agreement

\*\* Source of Annual Levelized Payment to be allocated - Updated Schedule 8

\*\*\* LIPS-Distribution and SMS rates are based on the provisions of the Stipulation & Settlement Agreement, Docket No. 51997

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE SCO-2

Sheet No.: 146  
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Plus Attachment A

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## STORM COST OFFSET-2

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### I. GENERAL

This Storm Cost Offset Rate Schedule SCO-2 is applicable under the regular terms and conditions of Entergy Texas, Inc. ("Company" or "ETI") to all electric service billed under the Company's Rate Schedules listed below 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").

Rate Schedule SCO-2 is applicable to energy consumption and demands of the Company's customers who take bundled service from the Company, and if the Company's Service Area becomes subject to retail competition, to Retail Electric Providers or other entities during the term that this rate schedule is in effect, and to the facilities, premises, and loads of all other customers obligated to pay System Restoration Costs Charges.

### 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.

**Retail Electric Provider ("REP")** – 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 – 2 ("SRC-2") billed in accordance with Rate Schedule SRC-2.

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

### III. APPLICABILITY

Rate Schedule SCO-2 will flow through to customers subject to Rate Schedule SRC-2 the accumulated deferred federal income taxes ("ADFIT") effects associated with System Restoration Costs and will reflect ETI's Commission-approved weighted-average cost of capital ("WACC").

### IV. TERM

This schedule shall remain in effect until Rate Schedule SRC-2 is terminated.

**V. SCO-2 RATE CLASSES**

The Rate Schedule SCO-2 Rate Classes will be the same as the Rate Classes for Rate Schedule SRC-2. For purposes of determining and billing Storm Cost Offset Rates, each end-use customer will be designated as a customer belonging to one of eight classes as identified and defined in § V of Rate Schedule SRC-2, with the exception of Standby and Maintenance Service customers, who will have their Storm Cost Offset Rates designed in the same manner as in Rate Schedule SRC-2.

**VI. ALLOCATION OF SCO-2 BENEFITS**

The allocation of Rate Schedule SCO-2 benefits will be in the same manner as Rate Schedule SRC-2.

**VII. ANNUAL TRUE-UP PROCEDURE**

Rate Schedule SCO-2 true-up will be performed at the same time, using the same billing determinants, as the Standard True-Up or Non-Standard True-Up for Rate Schedule SRC-2.

**ENTERGY TEXAS, INC.**

**SCHEDULE SCO-2 – ATTACHMENT A**

**INITIAL OR ADJUSTED STORM COST OFFSET RATES**

**I. NET MONTHLY RATE**

The Initial SCO-2 Rates to be applied beginning on the effective date of this schedule are set out below. Adjusted SCO-2 Rates to be applied in subsequent periods will be determined in the Standard True-Up or Non-Standard True-Up process.

<b><u>SCO-2 Rate Class</u></b>	<b><u>Initial or Adjusted SCO-2 Rates</u></b>	
Residential	(\$0.000051)	per kWh
Small General Service	(\$0.000048)	per kWh
General Service	(\$0.000037)	per kWh
Large General Service	(\$0.000025)	per kWh
Large Industrial Power Service – Trans. & Distribution	(\$0.000891)	per kW
Large Industrial Power Service – Distribution Only	(\$0.006016)	per kW
Standby and Maintenance Service Standby Service	(\$0.000194)	per kW
Maintenance Service	(\$0.00015)	per kW
Street and Outdoor Lighting	(\$0.000213)	per kWh

**II. EFFECT OF CHANGE IN TAX RATE OR WACC**

In the event a change in the federal corporate income tax rate occurs while Rate Schedule SCO-2 is in effect, the excess or deficient unprotected and protected ADFIT created by the change in tax rate and associated with the Storm Restoration Costs approved in PUCT Docket No. 51997 shall be determined in the first Standard True-Up or Non-Standard True-Up process following the change in tax rate. The amount of excess or deficient ADFIT so determined shall be included in Adjusted SCO-2 Rates such that the excess or deficient ADFIT will be collected from or returned to customers over the remaining term of this Schedule SCO-2.

In the event a change in the Company's Commission-approved WACC occurs while Rate Schedule SCO-2 is in effect, the result of such change on ADFIT effects associated with the Storm Restoration Costs approved in PUCT Docket No. 51997 shall be determined in the first Standard True-Up or Non-Standard True-Up process following the change in WACC. The increase or decrease in the amount of return on ADFIT so determined shall be included in Adjusted SCO-2 Rates such that the increase or decrease in the return on ADFIT will be collected from or returned to customers over the remaining term of this Schedule SCO-2.

**SECTION III RATE SCHEDULES**

**ENTERGY TEXAS, INC.**  
Electric Service

RIDER SCHEDULE RPSCOC

Sheet No.: 116

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Attachments A and B

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**RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RIDER**

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**I. AVAILABILITY**

Pursuant to the Public Utility Commission of Texas ("P.U.C.") SUBST. R. §25.173(j)(2), this Renewable Portfolio Standard ("RPS") Calculation Opt-out Credit Rider ("RPSCOC") is available to Eligible Customers, as defined herein, receiving electric service from Entergy Texas, Inc. ("ETI" or "Company") at transmission-level voltage.

**II. PURPOSE**

The purpose of this RPSCOC Rider is to credit Eligible Customers for costs attributable to the renewable energy credit ("REC") program that are recovered in the Company's base rates.

**III. APPLICABILITY**

This Rider is applicable to electric service provided by the Company to billed kilowatt hours of all Eligible Customers, as defined herein, served under retail rate schedules set forth in Attachment A to this Rider RPSCOC.

Eligible Customers are those:

- (1) that receive electric service from ETI at 60 kV or higher, or who receive electric service directly through a Company-owned substation that is connected to the transmission network at 60 kV or higher as defined in P.U.C. SUBST. R. §25.173(c)(23); and
- (2) that submit an Opt-out Notice to the Commission for the applicable compliance period as defined in P.U.C. SUBST. R. §25.173(c)(1); and
- (3) whose load is excluded from the RPS calculation pursuant to P.U.C. SUBST. R. §25.173(j)(1); and
- (4) that have submitted an Opt-out Notice to the Commission pursuant to P.U.C. SUBST. R. §25.173(j)(3) and that have submitted such Notice to the Company for the applicable compliance period as defined in P.U.C. SUBST. R. §25.173(c)(1).

**IV. RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RATE**

The rate associated with Rider RPSCOC ("Renewable Portfolio Standard Calculation Opt-out Credit Rate") shall be as set forth in Attachment A to this Rider RPSCOC.

**V. REVOCATION OF OPT-OUT NOTICE**

The term of the Opt-out Notice is the calendar year of the compliance period. Pursuant to P.U.C. SUBST. R. §25.173(j)(3), a customer may revoke an Opt-out Notice at any time prior to the end of a compliance period by proper filing.

**VI. TERM**

This Rider RPSCOC shall remain in effect until modified, and will terminate upon the introduction of customer choice or the implementation of rates or riders that reflect the exclusion of the recovery of REC program costs from such eligible customers.

**ENTERGY TEXAS, INC.  
RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RATE  
RIDER SCHEDULE RPSCOC**

**Net Monthly Rate**

The following Rate Adjustment will be added to the rates set out in the Net Monthly Bill for electric service billed under applicable rate schedules\* on file with the Public Utility Commission of Texas to eligible customers as defined in Rider RPSCOC. The Rate Adjustment will be applied beginning with the effective date of this Attachment A and shall remain in effect until the implementation of rates or riders that reflect the exclusion of the recovery of REC program costs from such eligible customers.

\*Excluded Schedules: EAPS and SMS, MVDR, and GFO.

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>Rate Adjustment (1)</u>
General Service	GS, GS-TOD	\$(0.000152) /kWh
Large General Service	LGS, LGS-TOD	\$(0.000151) /kWh
Large Industrial Power Service	LIPS, LIPS-TOD	\$(0.000143) /kWh

Note:

(1) See Attachment B

**ENERGY TEXAS, INC.  
RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RIDER  
RIDER SCHEDULE RPSCOC  
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2021**

<u>LINE NO</u>	<u>RATE CLASS</u>	<u>ENERGY @PLANT MWH (1)</u>	<u>ENERGY @PLANT ALLOCATION</u>	<u>TEXAS RETAIL REC PROGRAM COSTS IN RATES (2)</u>	<u>APPLICABLE ENERGY @METER MWH (1)</u>	<u>RPSCOC RIDER PER KWH</u>
	(a)	(b)	(c)	(d)	(e)	(f)
1	RESIDENTIAL SERVICE	6,6 .749,210	33.32406%	(\$951,192)		
2	SMALL GENERAL SERVICE	528,876	2.61131%	(\$74,537)		
3	GENERAL SERVICE	3,410,707	16.84028%	(\$480,685)	3,172,640	\$(0.000152)
4	LARGE GENERAL SERVICE	1,386,342	6.84503%	(\$195,383)	1,297,407	\$(0.000151)
5	LARGE INDUSTRIAL POWER SERVICE	8,080,262	39.89610%	(\$1,138,784)	7,963,774	\$(0.000143)
6	LIGHTING SERVICE	97,865	0.48321%	(\$13,793)		
7	TOTAL TEXAS RETAIL	20,253,262	100.0000%	(\$2,854,374)		

## Notes:

- (1) SMS and EAPS are excluded from MWH.  
(2) REC Program Costs are based on the costs that the Company projects to incur during the twelve (12) months ending December 31, 2022.

ENERGY TEXAS, INC.  
Electric Service

Sheet No.: 127  
Effective Date: 3-1-19  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: One Sheet Plus Attachment A

SCHEDULE PCF-5

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**PUCT CONSULTING FEE RIDER**

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**I. GENERAL**

The purpose of the PUCT Consulting Fee Rider (PCF-5) is to recover costs relating to consulting fees and expenses incurred by ETI on behalf of the Public Utility Commission of Texas ("PUCT").

**II. APPLICABILITY**

This Rider is applicable under the regular terms and conditions of the Company to all Customers served under an applicable retail electric rate schedule that also requires the Customer to pay rates established under rate schedule FF, whether metered or unmetered, and rider schedules subject to the jurisdiction of the Commission. The Rate Adjustment amounts shall be adjusted pursuant to the procedures described in § IV below.

**III. RATE ADJUSTMENT FILING REQUIREMENTS**

The PUCT Consulting Fee Rate Adjustment factors are stated on Attachment A. The charges used for calculating the factors include the applicable fees and expenses paid by the Company during the preceding year and the carrying charges for those costs. The Rate Adjustment factors were calculated by dividing the charges by the projected billing units for the twelve-month period commencing with March billing of the current year.

The PUCT Consulting Fee Rate Adjustment filing shall be accompanied by a set of workpapers sufficient to fully document the timely payment of the third party contract fees and expenses, the accounting treatment of such payments, and the calculation of the rate.

**IV. RATE ADJUSTMENT CALCULATION AND RECOVERY**

The PUCT Consulting Fee Rate Adjustment shall be determined by dividing the applicable fees, expenses, and carrying charges for those costs by the projected billing units for the twelve month period commencing with March billing of the current year. The Rate Adjustment may also include a true-up adjustment reflecting the over-recovery or under-recovery of the projected recovery as described in §V below or any additional billing adjustments.

The PUCT Consulting Fee Rate Adjustment shall be set forth in Attachment A to this Rider and shall be filed with the Company's tariffs.

Should there be unusual circumstances; either the Company or the Staff may propose to modify the above calculation and/or recovery period.

**V. PUCT CONSULTING FEE RATE ADJUSTMENT TRUE-UP**

At the time of filing, the actual recovery of applicable fees, expenses, and carrying charges will be compared to the approved recovery for the preceding filing. Any net over-recovery or under-recovery of the approved fees, expenses, and carrying charges may be included in setting the current PCF Rate Adjustment or some other rate proceeding including any other billing adjustments that may be necessary.

**ENTERGY TEXAS, INC.  
PUCT CONSULTING FEE RATE ADJUSTMENT  
SCHEDULE PCF-5**

The following adjustment will be applied as a kWh charge for all bills, for electric service billed under applicable retail rate and rider schedules\* on file with the Public Utility Commission of Texas. Amounts billed pursuant to this Rider PCF-5 are not subject to Rider IHE but are subject to State and Local sales tax.

<b><u>Rate Class</u></b>	<b>PCF Factor per kWh or kW</b>
Residential Service (per kWh)	\$0.000006
Small General Service (per kWh)	\$0.000005
General Service (per kWh)	\$0.000004
Large General Service (per kWh)	\$0.000003
Large Industrial Power Service (per kW)	\$0.000653
Lighting Service (per kWh)	\$0.000011

\*Excluding Schedules EAPS, SMS, LQF, SQF, MVDR, and GFO.

ENERGY TEXAS, INC.  
Electric Service

SCHEDULE DCRF

Sheet No.: 115  
Effective Date: Usage on and after 1-24-22  
(on an interim basis)  
Revision: 6  
Supersedes: DCRF Usage on and after 3-16-21  
Schedule Consists of: One Sheet Plus  
Attachment A

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**DISTRIBUTION COST RECOVERY FACTOR RIDER**

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**I. PURPOSE**

This Distribution Cost Recovery Factor Rider ("Rider DCRF") defines the procedure by which Entergy Texas, Inc. ("ETI" or "Company") shall implement and adjust rates for recovery of incremental distribution costs as defined under 16 TEX. ADMIN. CODE (TAC) § 25.243. The purpose of this Rider is to provide a mechanism for recovery of incremental distribution costs not included in the Company's last general rate case proceeding before the Public Utility Commission of Texas ("Commission").

**II. APPLICABILITY**

This rider is applicable to electric service provided by the Company to all customers served under applicable retail rate schedules set forth in Attachment A to this Rider DCRF, whether metered or unmetered, subject to the jurisdiction of the Commission.

**III. DISTRIBUTION COST RECOVERY RATES**

The rates associated with Rider DCRF ("Distribution Cost Recovery Rates") shall be as set forth in Attachment A to this Rider DCRF by application of the "DCRF Formula" as defined under 16 TAC § 25.243 (d)(1).

The Distribution Cost Recovery Rates shall be based on the costs as defined under 16 TAC § 25.243 associated with the Company's distribution invested capital that was placed into service between January 1, 2018 and June 30, 2021 in excess of the distribution cost set out in Attachment A to the Stipulation & Settlement Agreement in Docket No. 48371 as approved by the Commission. The Distribution Cost Recovery Rates so determined shall become effective on an interim basis for January 24, 2022 and shall remain in effect until such time as a final tariff becomes effective pursuant to a subsequent order in Docket No. 52457.

**IV. TERM**

Subject to the reconciliation provisions of 16 TAC § 25.243(f), this Rider DCRF shall remain in effect until modified or terminated in the electric utility's next DCRF proceeding or the electric utility's next comprehensive base-rate proceeding providing for recovery of any remaining unrecovered costs subject to this Rider DCRF.

**ENTERGY TEXAS, INC.**  
**DISTRIBUTION COST RECOVERY RATES**  
**RIDER SCHEDULE DCRF**

**Net Monthly Rate**

The following Rates will be added to the rates authorized by the Commission set out in the Net Monthly Bill for electric service billed under applicable retail rate schedules\* on file with the Commission. Amounts billed pursuant to this Rider DCRF are subject to State and local sales taxes.

\*Excluded Schedules: CGS, DTK, EAPS, LQF, SMS, SQF, MVDR, and GFO.

Rate Class	Rate Schedules	DCRF Rate
Residential	RS, RS-TOD	\$0.000000/kWh
Small General Service	SGS, UMS, TSS	\$0.000000/kWh
General Service	GS, GS-TOD	\$0.000/kWh
Large General Service	LGS, LGS-TOD	\$0.000/kWh
Large Industrial Power Service	LIPS, LIPS-TOD	\$0.000/kWh
Lighting	SHL, LS-E, ALS, RLU, ALS-LED, SHL-LED	\$0.000000/kWh

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE TCRF

Sheet No.: 117  
Effective Date: Usage on and after March 4, 2022  
(on an interim basis)  
Revision: 3  
Supersedes: Usage on and after March 23, 2021  
Schedule Consists of: One Sheet Plus  
Attachment A

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### TRANSMISSION COST RECOVERY FACTOR RIDER

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#### I. PURPOSE

This Transmission Cost Recovery Factor Rider ("Rider TCRF") defines the procedure by which Entergy Texas, Inc. ("ETI" or "Company") shall implement and adjust rates for recovery of incremental transmission costs as defined under 16 TEX. ADMIN. CODE (TAC) § 25.239. The purpose of this Rider is to provide a mechanism for recovery of incremental transmission costs not included in the Company's last general rate case proceeding before the Public Utility Commission of Texas ("Commission").

#### II. APPLICABILITY

This rider is applicable to electric service provided by the Company to all customers served under applicable retail rate schedules set forth in Attachment A to this Rider TCRF, whether metered or unmetered, subject to the jurisdiction of the Commission.

#### III. TRANSMISSION COST RECOVERY RATES

The rates associated with Rider TCRF ("Transmission Cost Recovery Rates") shall be as set forth in Attachment A to this Rider TCRF by application of the "TCRF Formula" as defined under 16 TAC § 25.239 (d) and (e).

#### IV. TERM

Subject to the provisions of 16 TAC § 25.239(f), this Rider TCRF shall remain in effect until modified or terminated pursuant to applicable law.

**Attachment A**  
**Effective:**

**ENTERGY TEXAS, INC.**  
**TRANSMISSION COST RECOVERY RATES**  
**RIDER SCHEDULE TCRF**

**Net Monthly Rate**

The following Rates will be added to the rates authorized by the Commission set out in the Net Monthly Bill for electric service billed under applicable retail rate schedules\* on file with the Commission. Amounts billed pursuant to this Rider TCRF are subject to State and local sales taxes.

\*Excluded Schedules: CGS, DTK, EAPS, LQF, SMS, SQF, MVDR, and GFO.

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>TCRF Rates</u>
Residential	RS, RS-TOD	\$0.000000/kWh
Small General Service	SGS, UMS, TSS	\$0.000000/kWh
General Service	GS, GS-TOD	\$0.000/kWh
Large General Service	LGS, LGS-TOD	\$0.000/kWh
Large Industrial Power Service	LIPS, LIPS-TOD	\$0.000/kWh
Lighting	SHL, LS-E, ALS, RLU, SHL-LED, ALS-LED	\$0.000000/kWh

**ENTERGY TEXAS, INC.**  
Electric Service

SCHEDULE GCRR

Sheet No.: 136  
Effective Date: With usage on and after January 13, 2022  
Revision: 2  
Supersedes: With usage on and after June 5, 2021  
Schedule Consists of: One Sheet Plus  
Attachment A

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**GENERATION COST RECOVERY RIDER**

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**I. PURPOSE**

This Generation Cost Recovery Rider ("GCRR") defines the procedure by which Entergy Texas, Inc. ("ETI" or "Company") shall implement and adjust rates for recovery of incremental generation costs as defined under 16 TEX. ADMIN. CODE (TAC) § 25.248. The purpose of this Rider is to provide a mechanism to recover investment in a power generation facility outside of a base-rate proceeding.

**II. APPLICABILITY**

This rider is applicable to electric service provided by the Company to all customers served under applicable retail rate schedules set forth in Attachment A to this GCRR, whether metered or unmetered, subject to the jurisdiction of the Commission.

**III. GENERATION COST RECOVERY RIDER RATES**

The rates associated with this GCRR ("GCRR Rates") shall be as set forth in Attachment A to this GCRR by application of the "GCRR Formula" as defined under 16 TAC § 25.248(d).

**IV. TERM**

Subject to the provisions of 16 TAC § 25.248, this GCRR shall remain in effect until modified or terminated pursuant to applicable law.

**ENTERGY TEXAS, INC.**  
**GENERATION COST RECOVERY RIDER RATES**  
**RIDER SCHEDULE GCRR**

**Net Monthly Rate**

The following Rates will be added to the rates authorized by the Commission set out in the Net Monthly Bill for electric service billed under applicable retail rate schedules\* on file with the Commission. The Rate Adjustments shall be effective for usage on and after the effective date approved by the Commission and shall remain in effect until superseded. Amounts billed pursuant to this GCRR are subject to State and local sales taxes.

\*Excluded Schedules: CGS, DTK, EAPS, LQF, SMS, SQF, MVDR, and GFO.

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>GCRR Rates</u>
Residential Service	RS, RS-TOD	\$0.000000/kWh
Small General Service	SGS, UMS, TSS	\$0.000000/kWh
General Service	GS, GS-TOD	\$0.000/kWh
Large General Service	LGS, LGS-TOD	\$0.000/kWh
Large Industrial Power Service	LIPS, LIPS-TOD	\$0.000/kWh
Lighting Service	SHL, LS-E, ALS, RLU, SHL-LED, ALS-LED	\$0.000000/kWh

**ENTERGY TEXAS, INC.**  
Electric Service

Sheet No.: 135  
Effective Date: With bills rendered on and after 1-3-23  
Revision: 2  
Supersedes: MTM effective 1-4-22  
Schedule Consists of: One Sheet Plus Attachment A

RIDER SCHEDULE MTM

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**MARK TO MARKET RIDER**

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**I. PURPOSE**

The purpose of this rider is to provide retail customers with credits in accordance with the accounting order addressed in Public Utility Commission of Texas ("Commission") Docket No. 50540.

**II. APPLICABILITY**

This rider is applicable to electric service provided by the Company to all customers served under applicable retail rate schedules set forth in Attachment A to this Mark to Market Rider, whether metered or unmetered, subject to the jurisdiction of the Commission.

**III. MARK TO MARKET ("MTM") RATE**

The MTM Rate shall be calculated as follows:

$$\text{MTM Rate} = (\text{MTM Credit} * \text{Allocation Factor}) / \text{ABU}$$

Where:

ABU = Applicable Billing Units (i.e., class specific) for the most recent twelve (12) months for which data is available.

Allocation Factor = Production demand rate class allocation factors used in ETI's most recently approved base-rate proceeding, adjusted for changes in billing units using the following formula:

$$\text{Class Allocation Factor} = \text{RCAF} * (\text{ABU} / \text{RCBU}) / \sum (\text{RCAF} * (\text{ABU} / \text{RCBU}))$$

MTM Credit = For each applicable year, NGUC + PREFDCC + POSTFDCC

NGUC = Net Guaranteed Upfront Credits, which shall equal \$3,000,000 per year for years 2021 through 2026, \$4,000,000 per year for years 2027 through 2030, and \$0 in all other years.

PREFDCC = Pre-Final Determination Contingent Credits calculated in accordance with the Accounting Order and Settlement approved by the Commission in Docket No. 50540.

POSTFDCC = Post-Final Determination Contingent Credits calculated in accordance with the Accounting Order and Settlement approved by the Commission in Docket No. 50540.

RCAF = Class-specific allocation factors used to allocate purchased power capacity costs in ETI's most recently approved base-rate proceeding.

RCBU = Class-specific billing units for test year from ETI's most recently approved base-rate proceeding.

**IV. UPDATE**

By November 1 of each year following the effective date of this MTM Rider, ETI will file with the Commission an updated version of Attachment A to this tariff, except that, in years in which the calculation of the MTM Credit includes PREFDCC or POSTFDCC, ETI will file the updated version of Attachment A to this tariff by September 1. This update will include a true-up for any over/under-payment of the MTM credits by class for the prior calendar year. Interest will accrue on any over/under-payment amount at the rates established annually by the Commission for overbilling and underbilling as described in 16 TAC § 25.28(c) and (d).

Effective: January 3, 2023 (on an interim basis)

**ENTERGY TEXAS, INC.  
MTM RIDER  
RIDER SCHEDULE MTM**

**NET MONTHLY MTM RATE**

The following will be added to the rates authorized by the Commission set out in the Net Monthly Bill for electric service billed under applicable retail rate schedules\* on file with the Commission.

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

<b>Rate Class</b>	<b>Rate Schedules</b>	<b>MTM Rates</b>
Residential	RS, RS-TOD	(\$0.000209) per kWh
Small General Service	SGS, UMS, TSS	(\$0.000174) per kWh
General Service	GS, GS-TOD	(\$0.0434) per kW
Large General Service	LGS, LGS-TOD	(\$0.0540) per kW
Large Industrial Power Service	LIPS, LIPS-TOD	(\$0.0452) per kW
Street and Outdoor Lighting	ALS, ALS-LED, SHL, SHL-LED, RLU, LS-E	(\$0.000090) per kWh

ENTERGY TEXAS, INC.  
Electric Service

SCHEDULE RCE-5

Sheet No.: 86  
Effective Date:  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: One Sheet

**RATE CASE EXPENSE RIDER 5**

**I. APPLICATION**

This Rate Case Expense Rider ("Rider RCE" 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 metered or unmetered service, and subject to the jurisdiction of the Public Utility Commission of Texas ("PUCT").

**II. GENERAL PROVISIONS**

The Rider RCE rate below is to recover costs incurred by the Company resulting from the rate case filing in PUCT Docket No. 53719.

**III. RATE**

All electric service accounts billed in accordance with Company's Rate Schedules\* and 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	\$0.000000 per kWh
Small General Service	SGS, UMS, TSS	\$0.000000 per kWh
General Service	GS, GS-TOD, SSTS	\$0.000000 per kWh
Large General Service	LGS, LGS-TOD, SSTS	\$0.000000 per kWh
Large Industrial Power Service	LIPS, LIPS-TOD, SSTS, IS	\$0.000000 per kW
Lighting	ALS, ALS-LED, LS-E, RLU, SHL, SHL-LED	\$0.000000 per kWh

Amounts billed pursuant to this Rider RCE are not subject to Rider IHE but are subject to State and Local sales tax.

**IV. RECOVERY PERIOD**

Rider RCE shall be effective with services rendered on and after the first billing cycle after the Commission's issuance of a final order in Docket No. 53719 and will terminate in the month in which the approved amount has been billed.

\*Excluding Schedules EAPS, SQF, LQF, SMS, MVDR, and GFO.

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**ENTERGY TEXAS, INC.**  
Electric Service

Sheet No.: 159  
Effective Date:  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: One Sheet

SCHEDULE DTA

**DEFERRED TAX ACCOUNTING RIDER**

**I. APPLICATION**

This Deferred Tax Accounting Rider ("Rider DTA" 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 Deferred Tax Accounting Rider is established to recover on a prospective basis the after-tax return approved by the PUCT for the applicable period on amounts paid to the Internal Revenue Service ("IRS") that result from an unfavorable FIN-48 Uncertain Tax Position (UTP) audit. Rider DTA will track unfavorable IRS FIN-48 rulings and the return will be applied prospectively to FIN-48 amounts paid to the IRS after such amounts are actually paid. If the Company prevails in an appeal of an unfavorable FIN-48 UTP decision, then any amounts collected under Rider DTA related to that overturned decision shall be credited back to customers.

**III. RATE**

All electric service accounts billed in accordance with Company's Rate Schedules\* and 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	\$0.00/kWh
Small General Service	SGS, UMS, TSS	\$0.00/kWh
General Service	GS, GS-TOD	\$0.00/kWh
Large General Service	LGS, LGS-TOD	\$0.00/kWh
Large Industrial Power Service	LIPS, LIPS-TOD, IS	\$0.00/kWh
Lighting	ALS, ALS-LED, LS-E, RLU, SHL, SHL-LED	\$0.00/kWh

Amounts billed pursuant to this Rider DTA are not subject to Rider IHE but are subject to State and local sales taxes

**IV. FILING AND REVIEW**

The filing under this Rider shall be filed with the Commission, along with notice and a copy of the filing being served on all parties in Commission Docket No. XXXXXX, no later than 90 days before the date that the Rate Adjustments will be implemented. The Commission will attempt to review and finalize the filing in 45 days. If the Commission cannot finalize the filing in 45 days, the proposed rate will go into effect at the end of the 90-day period on an interim basis and be subject to refund or surcharge based upon the Commission's final approval. The Company's filing shall consist of a calculation of the Rate Adjustments and supporting documentation. The Company shall work with Commission Staff to provide other requested materials (if any) that are in existence.

\* Excluding Schedules EAPS, SQF, LQF, SMS, MVDR, and GFO.

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ENERGY TEXAS, INC.  
Electric Service

RIDER SVRO

Sheet No.: 147  
Effective Date: 1-3-23  
Revision: 1  
Supersedes: 8-30-22  
Schedule Consists of: Two Sheets

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**SMALL VOLUME RENEWABLE OPTION RIDER**

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**I. AVAILABILITY**

This Small Volume Renewable Option Rider ("Rider SVRO") is a voluntary Rider available to qualifying customers of Entergy Texas, Inc. ("ETI" or the "Company") taking service under rate schedules Residential Service ("RS"), Small General Service ("SGS"), General Service ("GS"), and Large General Service ("LGS"). Eligible customers must take metered service and be in good standing with the Company. Prior to taking service under this tariff, participating customers must designate a quantity (either the Tier One Option of 25%, the Tier Two Option of 50%, or the Tier Three Option of 100%) of their monthly energy usage ("SVRO Election"), not to exceed 499,999 kilowatt-hours ("kWh") per month, to be matched with renewable energy credits ("RECs").

**II. APPLICABILITY**

Rider SVRO is for an optional service to customers that voluntarily elect to match a portion of their monthly energy usage with RECs. A REC represents the full suite of attributes of one megawatt-hour ("MWh") of electricity generated and delivered to the electricity grid from a renewable energy source. Service under this Rider provides for the purchase of RECs by ETI and related program costs. The Company will retire all RECs purchased under this Rider on behalf of participating customers. Service under Rider SVRO is in addition to service under other rate schedules that apply to the customer. Service under SVRO does not modify any other applicable rate schedule or provisions for service.

**III. TERMS OF SERVICE**

A customer may not enroll if it is a party to a deferred payment agreement, has received two or more final disconnect notices, or has been disconnected for non-payment within the last twelve (12) months. ETI may terminate service under this Rider to a participating customer who becomes delinquent in any amount owed to ETI with a twenty-five (25)-day notice of termination.

Service under Rider SVRO will be month-to-month and shall be automatically extended for successive periods of one month each until terminated by written notice given by either ETI or the participating customer not less than twenty-five (25) days prior to the requested date of termination.

If a participating customer terminates service and moves from the Company's service territory, the customer's service under Rider SVRO will be cancelled immediately and without additional notice. If a participating customer moves to a new location within ETI's service area and continues to be eligible for service under Rider SVRO, the customer's service under Rider SVRO will be transferred to such new location unless the customer withdraws from Rider SVRO.

Customers who withdraw from Rider SVRO will not be eligible for service under this tariff until the seventh (7th) billing month following such withdrawal.

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(Continued on reverse side)