

in a six-month period. The new LVRO Energy election will be effective two (2) billing cycles after the change is requested.

#### IV. Monthly Rate

In addition to payment for the provision of electric service by Company to Customer's Facilities under any other applicable rate schedules, Customer agrees to pay for the RECs corresponding to their designated LVRO Energy and related program costs in accordance with Rider LVRO. Service taken in accordance with Rider LVRO shall be subject to Company's Terms and Conditions Applicable to Electric Service. All applicable rate schedules, including but not limited to Rider LVRO and Company's Terms and Conditions Applicable to Electric Service, are subject to change from time to time by the Company.

#### V. Company's Right to Suspend Service

Company reserves the right to deny or suspend service under Rider LVRO or limit the amount of LVRO Energy designated by Customer, until such time that the Company is able to ensure that a sufficient quantity of RECs are available to meet the amount of LVRO Energy as designated by Customer in Section III herein.

#### VI. Miscellaneous

This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns, but the Customer shall not assign any of its rights under this Agreement without obtaining the prior written consent of the Company. This Agreement, upon its Effective Date (as defined below), shall supersede all previous contracts between the Company (or its predecessors) and the Customer relative to Rider LVRO. No agreement or representation made by a representative of the Company or Customer, unless reduced to writing or incorporated herein, shall be binding upon either party. All electric service by the Company shall in all respects be subject to the rules, regulations and orders of any and all regulatory authorities having jurisdiction over such service.

#### VII. Applicable Law

This Agreement shall be governed in accordance with the laws of the State of Texas without reference to the State of Texas principles of conflicts of law.

#### VIII. Notice

All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) FedEx, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Company:

Customer:

Entergy Texas, Inc.

P.O. Box 2951

Beaumont, Texas 77704

Attention: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

IX. Effective Date

The Effective Date of this Agreement shall be \_\_\_\_\_.

Entered into as of the date first written above.

Customer

\_\_\_\_\_

Company

Entergy Texas, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## SECTION III RATE SCHEDULE

Page 56.1

**ENTERGY TEXAS, INC.**  
Electric Service

Sheet No.: 138  
Effective Date: With Bills Rendered on and after  
May 1, 2023  
Termination Date: July 31, 2023  
Revision: 0  
Supersedes: None  
Schedule Consists of: One Sheet Plus  
Attachment A

SCHEDULE GCRR – RELATE BACK - HCPF

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### GENERATION COST RECOVERY RIDER – RELATE BACK RIDER - HCPF

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#### I. PURPOSE

This Generation Cost Recovery Rider – Relate Back Rider (“GCRR-Relate Back Rider - HCPF”) 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 on a Relate Back basis after the Hardin County Power Facility (“HCPF”) was placed into service for customers on June 5, 2021. The purpose of the Generation Cost Recovery Rider (“GCRR”) 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-Relate Back Rider - HCPF, whether metered or unmetered, subject to the jurisdiction of the Commission.

#### III. GENERATION COST RECOVERY RIDER – RELATE BACK RATES

The rates associated with this GCRR-Relate Back Rider - HCPF (“GCRR-Relate Back Rates - HCPF”) shall be as set forth in Attachment A to this GCRR-Relate Back Rider - HCPF by application of the “GCRR Formula” as defined under 16 TAC § 25.248(d) for the time period between June 5, 2021, the in-service date of HCPF, and the date the Public Utility Commission of Texas approves ETI’s GCRR on which the GCRR-Relate Back Rider - HCPF is derived.

#### IV. TERM

Subject to the provisions of 16 TAC § 25.248, this GCRR-Relate Back Rider - HCPF shall remain in effect until the termination date.

**Attachment A****Effective:** With Bills Rendered on and after May 1, 2023**Termination:** July 31, 2023

**ENTERGY TEXAS, INC.**  
**GCRR - RELATE BACK RATES**  
**RIDER SCHEDULE GCRR – RELATE BACK - HCPF**

**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 with bills rendered on and after the effective date approved by the Commission and shall remain in effect until the termination date. Amounts billed pursuant to this GCRR-Relate Back Rider are subject to State and local sales taxes.

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

<b>Rate Class</b>	<b>Rate Schedules</b>	<b>GCRR-Relate Back Rates - HCPF</b>
Residential Service	RS, RS-TOD	\$0.00189/kWh
Small General Service	SGS, UMS, TSS	\$0.00156/kWh
General Service	GS, GS-TOD	\$0.35591/kW
Large General Service	LGS, LGS-TOD	\$0.45988/kW
Large Industrial Power Service	LIPS, LIPS-TOD	\$0.38306/kW
Lighting Service	SHL, LS-E, ALS, RLU, SHL-LED, ALS-LED	\$0.00071/kWh

## SECTION IV RULES AND REGULATIONS

**ENTERGY TEXAS, INC.**  
Electric Service

Sheet No.: 1  
Effective Date: With consumption on and after 6-2-23  
(on an interim basis)  
Revision: 12  
Supersedes: Index Effective 10-17-18  
Schedule Consists of: One Sheet

INDEX

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**ENTERGY TEXAS, INC.  
Electric Service****TERMS AND CONDITIONS**

Sheet No.: 2

Effective Date: With consumption on and after 6-2-23  
(on an interim basis)

Revision: 14

Supersedes: Revision Effective 10-17-18

Schedule Consists of: Fifteen Sheets

**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE****1. PURPOSE.**

1.1. Governance of electric service. These Terms and Conditions are prescribed to govern electric service and are intended to facilitate the rendering of uniform, efficient, and adequate service to the Customers of Entergy Texas, Inc. (Company). They are necessary for a clear understanding of the obligations of all parties to the business relations of the Company with its electric Customers, and are a part of the Company's contract with each Customer and part of the Company's Rate Schedules. Any or all of these Terms and Conditions not inconsistent with a particular rate schedule are as much a part of such Rate Schedule as if repeated therein. These Terms and Conditions are applicable to all Customers of Company, irrespective of whether the Customer has a written agreement with the Company.

1.2. PUCT authority. By virtue of the Texas Public Utility Regulatory Act (PURA), the Public Utility Commission of Texas (PUCT) has the general power to regulate and supervise the business of the Company within the PUCT's jurisdiction. Nothing in these Terms and Conditions is meant to abridge any right granted or secured to the Customer under PURA or under any rules or regulations adopted by the PUCT unless specifically waived in these Terms and Conditions.

2. **ELECTRIC SERVICE.** Electric service means the availability of electric power and energy, irrespective of whether any electric power and energy is actually used. Supplying of electric service by Company consists of the maintaining by Company, at the point of delivery, of approximately the established voltage and frequency by means of facilities adequate for carrying Customer's proper load.

**3. REQUESTS FOR SERVICE.**

3.1. Application for service requirements. Applications for electric service, within the Company's certificated service territory of a type for which the Company has a rate schedule on file, will be accepted from applicants when such service is available, subject to the provisions of these Terms and Conditions. Service will be considered available if the point of delivery is located immediately adjacent to the Company's service line of suitable phase, voltage, and capacity, to deliver the service at the applicable rate schedule, and the Company has the required power and energy available at the point of delivery to supply the applicant.

3.2. Separate application for service for individual classes of service. Each class of service, at each location at which service is desired, will be considered separately, and there will be a separate application of the appropriate rate schedule for each class of service at each point of delivery.

3.3. Requirements for written contracts. Certain situations may require written contracts; such contracts may contain special provisions that apply to the particular situation. In the case of Customers whose load is of unusual size or characteristics, or at a remote location, additional rate and contractual arrangements may be justified.

References in these Terms and Conditions to "contract" or "contract with Company" are intended to include, when applicable, any written Agreement for Electric Service in effect between the Company and Customer at the time, including collectively as part thereof for all purposes the Terms and Conditions in effect at the time (subject to changes by the Company as provided in the contract), the terms and provisions of all rate schedules and riders (such schedules and riders also being subject to change by the Company as provided herein) as in effect at the time and applicable to the electric service provided to the Customer pursuant to its contract with Company, and any other written and duly executed agreements between the Company and Customer.

- 3.4. Connection charges. A connection charge compensating Company for its costs shall be charged by Company in accordance with Company's rate schedule then in effect providing for such charge upon connection or reconnection of facilities for service.
- 3.5. Trip fee charges. When the Company is required to dispatch an employee to a Customer's service location, a trip fee compensating the Company for its costs shall be charged by the Company. This trip fee will be in accordance with the Company's rate schedule then in effect providing for such charges.
- 3.6 Other charges. From time to time, and based upon circumstances attendant to the Company's provision of service to the Customer, the Company may levy certain other charges which Customer is obligated to pay. These charges which include, but are not limited to costs for remote metering equipment, and costs for meter tampering, are reflected in the Company's Miscellaneous Electric Service Charges Rate Schedule and other applicable rate schedules.

#### 4. RESPONSE TO REQUEST FOR ELECTRIC SERVICE.

- 4.1. Obligation to serve within PUCT time frames. Company shall serve each qualified applicant for service within its certificated area within the time frames established by the PUCT.
- 4.2. New service without construction or line extension. Those applications for new electric service not involving line extension or construction of new facilities should be filled within seven (7) working days (or the amount of time prescribed by the PUCT if such is modified by the PUCT Substantive Rules) after applicant has met the credit requirements and complied with all applicable state and municipal regulations.
- 4.3 New service requiring construction or line extension. Applications for electric residential service requiring construction, such as line extensions, should be filled within ninety (90) days (or the amount of time prescribed by the PUCT if such is modified by the PUCT Substantive Rules) or within a time period agreed to by Company and Customer if Customer has met credit requirements, met satisfactory payment arrangements for construction charges, and complied with applicable state and municipal regulations, unless the delay is beyond the control of Company. If a line extension is required by other than a large industrial or commercial electric customer or if facilities are not available, Company shall inform the Customer within ten (10) working days (or the amount of time prescribed by the PUCT if such is modified by the PUCT Substantive Rules) of receipt of the application, giving the Customer an estimated completion date and an estimated cost for all charges to be incurred by the Customer.

**ENTERGY TEXAS, INC.  
Electric Service****TERMS AND CONDITIONS**

Sheet No.: 3

Effective Date: With consumption on and after 6-2-23  
(on an interim basis)

Revision: 14

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Schedule Consists of: Fifteen Sheets

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**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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- 4.4. Delays in providing residential service. Unless such delays are due to causes which are reasonably beyond the control of Company, delays in excess of ninety (90) days (or the amount of time prescribed by the PUCT if such is modified by the PUCT Substantive Rules) shall constitute failure to serve, unless the Customer and Company have agreed to a longer term. Consideration may be given to revoking the certificate of convenience and necessity (or other certificate), or to granting a certificate to another utility to serve the applicant.
- 4.5. Information regarding sharing of construction cost options. Any construction cost options such as rebates to the Customer, sharing of construction costs between Company and the Customer, or sharing of costs between the Customer and other applicants shall be explained to the Customer following assessment of necessary line work.
- 4.6. Contribution in aid of construction. If Company must provide a line extension to or on the Customer's premises and Company requires that Customer pay a Contribution in Aid of Construction (CIAC), a prepayment, or sign a contract with a term of one (1) year or longer, Company shall provide Customer with information about on-site renewable energy and distributed generation technology alternatives. The information shall comply with guidelines established by the PUCT, and shall be provided to Customer at the time the estimate of the CIAC or prepayment is given to the Customer. If no CIAC or prepayment is required, the information shall be given to the Customer before a contract is signed. The information is intended to educate Customer on alternate options that are available.
- 4.7. Information provided to applicants. As part of their initial contact, Company shall give applicant a copy of the "Your Rights as a Customer" brochure, and inform an applicant of the right to file a complaint with the PUCT if the applicant thinks he has been treated unfairly. Company shall provide information regarding its lowest-priced alternatives available at the applicant's location, giving full consideration to applicable equipment options and installation charges, Company's alternate rate schedules and options, including time of use rates and renewable energy tariffs if available.
- 4.8. Acceptable reasons to refuse service. Company may refuse to serve an applicant until the applicant complies with all governmental regulations and Company's rules and regulations on file with the PUCT or for any reason below:
- 4.8.1. Applicant's facilities inadequate. Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or applicant's facilities do not comply with all applicable state and municipal regulations or Company's standards and specifications.



- 4.8.2. Violation of Company's tariffs. Applicant fails to comply with Company's tariffs pertaining to operation of nonstandard equipment or unauthorized attachments which interfere with the service of others. Company shall provide applicant notice of such refusal and afford applicant a reasonable amount of time to comply with Company's tariffs.
- 4.8.3. Failure to pay guarantee. Applicant has acted as a guarantor for another Customer and failed to pay the guaranteed amount, where such guarantee was made in writing to Company and was a condition of service.
- 4.8.4. Intent to deceive. Applicant applies for service at a location where another Customer received, or continues to receive, service and Company's bill is unpaid at that location, and Company can prove the change in identity is made in an attempt to help the other Customer avoid or evade payment of an electric utility bill. Applicant may request a supervisory review if Company determines that applicant intends to deceive Company and Company refuses to provide service.
- 4.8.5. For indebtedness. Applicant owes a debt to any electric utility for the same kind of service as that being requested. If applicant's indebtedness is in dispute, applicant shall be provided service upon paying a deposit.
- 4.8.6. Refusal to pay a deposit. Refusing to pay a deposit if applicant is required to do so.
- 4.9. Information upon refusal to serve. If Company refuses to serve an applicant for the reasons stated in Section 4.8, Company must inform applicant of the reason for its refusal and that the applicant may file a complaint with the PUCT.
- 4.10. Insufficient grounds for refusal to serve. The following are insufficient cause for refusal of service to an applicant:
  - 4.10.1. delinquency in payment for service by a previous occupant of the premises to be served;
  - 4.10.2. failure to pay for merchandise or charges for non-regulated services purchased from Company;
  - 4.10.3. failure to pay a bill that includes more than the allowed six (6) months of underbilling, unless the underbilling is the result of theft of service (including, but not limited to, meter tampering, bypass, or diversion); or
  - 4.10.4. failure to pay the bill of another customer at the same billing address except where the change in identity is made to avoid or evade payment of an electric utility bill.
- 5. CUSTOMER COMPLAINTS.
  - 5.1. Investigation of complaints. Upon complaint to the Company by Customer either at its office, by letter, or by telephone, Company shall promptly make a suitable investigation and advise the complainant of the results thereof in the time frames prescribed by the PUCT Substantive Rules.

**ENTERGY TEXAS, INC.**  
Electric Service

TERMS AND CONDITIONS

Sheet No.: 4  
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**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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- 5.2. Request for supervisory review. Any Customer or applicant has the right to request a supervisory review if they are not satisfied with Company's response to their complaint. The supervisory review shall occur immediately following the Customer's request or at the earliest possible date. Service shall not be disconnected before completion of the review. If the Customer chooses not to participate in the review, then Company may disconnect service, providing proper notice has been issued under the disconnect procedures. The results of the supervisory review must be provided in writing to the Customer within the time frames prescribed by the PUCT Substantive Rules, if requested. Customers who are dissatisfied with Company's supervisory review must be informed of their right to file a complaint with the PUCT.
- 5.3. Request for PUCT informal complaint resolution. In the event the complainant is dissatisfied with Company's complaint investigation or supervisory review, Company must advise the complainant of the PUCT informal complaint resolution process, giving the Customer the address, telephone number and contact information of the Office of Customer Protection as set forth in the PUCT Substantive Rules. If applicable, Company shall also give the Customer the PUCT's TTY number for the deaf and hearing impaired.
- 5.4. Investigation of PUCT complaints. Company shall make a suitable investigation of all complaints forwarded from the PUCT on behalf of Customer. Company shall advise the PUCT of the results of the investigation in writing. Initial response to the PUCT must be made within the time frames prescribed by the PUCT Substantive Rules. The PUCT encourages all customer complaints to be made in writing to assist the PUCT in maintaining records on the quality of service of Company.
- 5.5. Complaint recordkeeping. Company shall keep a record of all complaints forwarded to it by the PUCT which shall show the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof for a period of two (2) years subsequent to the determination by the PUCT. Complaints with reference to rates or charges which require no further action by Company need not be recorded.
6. ESTABLISHING CREDIT AND DEPOSITS.
- 6.1. Requirement for satisfactory credit or deposit for applicants. The Company may require an applicant for service to establish and maintain satisfactory credit in any manner as outlined in Section 6.3.1., or to pay a deposit in any amount so long as such manner or amount is not in conflict with any applicable and valid law, rule, or regulation. In particular, the Company's Customer credit and deposit policies are regulated by the PUCT.

- 6.2. Definition of customer and applicant. For purposes of this section, applicant is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service in the person's name, in the name of the person's spouse, or in the name of any adult benefiting from the receipt of electric service at the service location.
- 6.3. Establishment of Credit for Permanent Residential Applicants. Company may require a residential applicant for service to satisfactorily establish and maintain credit, but such establishment of credit shall not relieve the Customer from complying with PUCT Substantive Rules and these Terms and Conditions for prompt payment of bills. The creditworthiness of spouses established during shared service in the twelve (12) months prior to their divorce will be equally applied to both spouses for twelve (12) months immediately after their divorce.
- 6.3.1. Demonstration of credit. Subject to these rules, a residential applicant shall demonstrate satisfactory credit by one of the following criteria set forth in Sections 6.3.1.1, 6.3.1.2, or 6.3.1.3. If satisfactory credit cannot be demonstrated by the residential applicant using these criteria, the applicant may be required to pay a deposit pursuant to the PUCT Substantive Rules and the Terms and Conditions.
- 6.3.1.1 Letter of credit history from previous electric provider. If the residential applicant (a) has been a Customer of any electric utility for the same kind of service within the last two (2) years, (b) is not delinquent in payment of any such electric utility service account, (c) during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such electric utility service was paid after becoming delinquent, (d) never had service disconnected for nonpayment, and (e) produces a letter of credit history indicating a favorable payment credit history from their previous utility;
- 6.3.1.2. Account in good standing. If the residential applicant is sixty-five (65) years old and does not have an outstanding account balance incurred within the last two (2) years with Company or another electric utility for the same type of utility service; or
- 6.3.1.3. Demonstration of satisfactory credit rating. If the residential applicant demonstrates a satisfactory credit rating by appropriate means, including but not limited to, the production of: (a) generally acceptable credit cards; (b) letters of credit reference; (c) names of credit references which may be quickly and inexpensively contacted by Company; or (d) ownership of substantial equity that is easily liquidated.
- 6.4. Guaranty. A residential applicant or Customer who is required to pay an initial deposit may provide Company with a written letter of guarantee pursuant to the PUCT Substantive Rules, instead of paying a cash deposit. The guarantor must be an active customer with Company and have a good credit standing.
- 6.4.1. Amount of guarantee. The guarantee shall be for the amount of deposit Company would normally seek on the applicant's account. The amount of guarantee shall be clearly indicated on any documents or letters of guarantee signed by the guarantor;

**ENTERGY TEXAS, INC.**  
Electric Service

TERMS AND CONDITIONS

Sheet No.: 5  
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**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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- 6.4.2. Return of guarantee. When the Customer has paid bills for service for twelve (12) consecutive months of residential billings (a) without having service disconnected for nonpayment of bills, (b) without having more than two (2) occasions in which a bill was delinquent, and (c) when the Customer is not delinquent in the payment of current bills, Company shall void and return any documents or letters of guarantee placed with Company to the guarantor. If service is not connected, or is disconnected, Company shall void and return to the guarantor the letter of guarantee or provide written documentation that it has been voided.
- 6.4.3. Victim of family violence. A residential customer or applicant may be deemed as having established satisfactory credit if the customer or applicant has been determined to be a victim of family violence as defined (a) in the Texas Family Code Section 71.004, (b) by a family violence center as defined in the Texas Human Resources Code Section 51.002, (c) by treating medical personnel, (d) by law enforcement personnel, (e) by the Office of a Texas District Attorney or County Attorney, (f) by the Office of Attorney General, or (g) by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly by use of a toll-free fax number to the Company.
- 6.5. Requirement for initial deposit for existing residential Customers. An initial deposit may be required from an existing residential Customer if the Customer has on more than one (1) occasion during the last twelve (12) consecutive months of service been delinquent in paying a bill for utility service or had service disconnected for nonpayment. Such deposit shall be made within ten (10) days after issuance of written termination notice and requested deposit. In lieu of initial deposit, the Customer may elect to pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the past twelve (12) months. The Customer may furnish in writing a satisfactory guarantee to secure payment of bills in lieu of a cash deposit.
- 6.5.1. Information about deposits. At the time a deposit is required, Company shall provide applicants for, and Customers of, commercial, industrial, or residential service written information about deposits by providing the "Your Rights as a Customer" brochure.
- 6.6. Guarantees of residential Customer accounts. Upon default by a residential Customer, the guarantor of that Customer's account shall be responsible for the unpaid balance of the account only up to the amount agreed to as stated in the written agreement between Company and the guarantor.

- 6.6.1. Notification to guarantor. Company shall provide written notification to the guarantor of the Customer's default, the amount owed by the guarantor, and the due date for the amount owed.
  - 6.6.1.1. Guarantor's time to make payment. Company shall allow the guarantor sixteen (16) days from the date of notification to pay the amount owed on the defaulted account;
  - 6.6.1.2. Payment date extension. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.
  - 6.6.1.3. Notification date. The postmark, if any, on the envelope of the notification, or an issuance date on the notification, if there is no postmark on the envelope, shall constitute proof of the date of issuance.
  - 6.6.1.4. Transfer of balance to guarantor. Company may transfer the amount owed on the defaulted account to the guarantor's own service bill provided the guaranteed amount owed is identified separately on the bill as required by the PUCT Substantive Rules.
- 6.6.2. Disconnection of guarantor's service. Company may disconnect service to the guarantor for nonpayment of the guaranteed amount only if such disconnection was included in the terms of the written agreement, and only after proper notice as described by the PUCT Substantive Rules is provided.
- 6.7. Credit for commercial and industrial service. In the case of commercial or industrial service, if the credit of an applicant for service has not been established satisfactorily to Company, the applicant may be required to make a deposit. Satisfactory credit may be established by means of a favorable rating by a nationally recognized credit reporting agency such as Value Line, Standard & Poors, Moody's, Fitch or Dunn and Bradstreet. "Favorable" is defined as the top one third of the agency ratings. Applicants identified in the lower two-thirds of the ratings or, if ratings are not available, would be subject to providing a security deposit. If a deposit is required, a commercial or industrial customer may provide another form of security approved by Company, such as a surety bond or irrevocable letter of credit, instead of paying a cash deposit. For assignments of commercial or industrial accounts, the assignee shall be considered an applicant for purposes of establishing creditworthiness and determining deposit requirements.
- 6.8. Amount of deposit and interest for permanent residential, commercial, and industrial service and exemption from deposit.
  - 6.8.1. Amount of deposit. The required deposit shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billings.
  - 6.8.2. Failure to remit deposit. Company may disconnect service if the initial deposit or the current usage payment is not made within ten (10) days of request provided a written disconnect notice has been issued to the Customer. Such disconnect notice may be issued concurrently with the written request for the deposit or current usage payment. In lieu of the initial deposit, the Customer may pay the total amount due on the current bill, provided the Customer has not exercised this option in the previous twelve (12) months.

**ENTERGY TEXAS, INC.**  
Electric Service

TERMS AND CONDITIONS

Sheet No.: 6  
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**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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**6.9. Additional deposit.**

6.9.1 If actual billings for the last twelve (12) months of a residential Customer are at least twice the amount of the original estimated annual billings, and a disconnection notice has been issued on a bill within the previous twelve (12) month period, an additional deposit may be required to be made within ten (10) days after issuance of written notice of termination and requested additional deposit. In lieu of an additional deposit, the Customer may elect to pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous twelve (12) months. If the additional deposit is not paid within ten (10) days of the request, Company may disconnect service if a written disconnection notice has been issued to the Customer. The disconnection notice may be issued concurrently with the request for the additional deposit.

6.9.2 Deposits for commercial and industrial customers may be adjusted to not exceed an amount equivalent to one-sixth of the estimated annual billing.

6.10. Interest on deposit. If the Customer has been required to make a deposit, the Company shall pay interest on such a deposit at an annual rate at least equal to that set by the PUCT as established annually in December for the subsequent calendar year. If a refund of deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If Company retains the deposit more than thirty (30) days, payment of interest at the applicable rate(s) for the period of time during which the deposit was retained shall be made retroactive to the date of deposit.

6.10.1. Timing of interest payments. Payment of the interest to the Customer shall be annually if requested by the Customer, or at the time the deposit is returned if credited to the Customer's account.

6.10.2. Termination of interest payments. The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.

6.11. Deposits for temporary or seasonal service and for weekend residences. Company may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service or weekend residences, provided such policy is applied in a uniform and nondiscriminatory manner. These deposits shall be returned according to guidelines set forth herein.

6.12. Reestablishment of credit. Every applicant who previously has been a Customer of Company and whose service has been discontinued for nonpayment of bills or theft of service (including, but not limited to meter tampering, bypass or diversion) shall be required, before service is rendered, to pay all amounts due Company or execute a deferred payment agreement, if offered, and reestablish credit as provided herein. The burden shall be on Company to prove the amount of utility service received but not paid for and the reasonableness of any charges for such unpaid service, as well as all other elements of any bill required to be paid as a condition of service restoration.

6.13. Records of deposits.

6.13.1. Company shall keep records to show:

6.13.1.1. the name and address of each depositor;

6.13.1.2. the amount and date of the deposit; and

6.13.1.3. each transaction concerning the deposit.

6.13.2. Issuance of deposit receipt. Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

6.13.3. Unclaimed deposit records. A record of each unclaimed deposit must be maintained for at least four (4) years, during which time Company shall make a reasonable effort to return the deposit.

6.14. Refund of deposit

6.14.1. Refund of deposit at disconnection. If service is not connected, or after disconnection of service, Company shall promptly and automatically refund the Customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of Company shall not be deemed a disconnection within the meaning of these sections, and no additional deposit may be demanded unless permitted by these sections.

6.14.2. Refund of deposit for residential accounts in good standing. When the residential Customer has paid bills for service (a) for twelve (12) consecutive residential billings without having service disconnected for nonpayment of a bill, (b) without having more than two (2) occasions in which a bill was delinquent, and (c) when the Customer is not delinquent in the payment of the current bills, Company shall promptly and automatically refund the deposit plus accrued interest (such interest being calculated at the applicable rate(s) for the period of time during which the deposit was retained) to the Customer in the form of cash or credit to a Customer's bill. If the Customer does not meet these refund criteria, the deposit and interest may be retained.

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6.14.3 Deposits for commercial or industrial accounts. When the commercial or industrial customer has paid bills for service (a) for 24 consecutive billings without having service disconnected for nonpayment of a bill, (b) without having more than two (2) occasions in which a bill was delinquent, and (c) when the commercial or industrial customer is not delinquent in the payment of the current bills, Company shall promptly refund the deposit plus accrued interest to the Customer, or void and return the letter of guarantee or provide written documentation that the letter of guarantee has been voided. If the industrial or commercial customer does not meet these deposit refund criteria, the deposit and interest or the letter of guarantee may be retained.

6.15. Upon sale or transfer of Company. Upon the sale or transfer of Company or operating units thereof, Company shall provide the buyer all required deposit records.

**7. BILLING.**

7.1. Monthly billing and payment. The Customer will receive and pay monthly for all electric service supplied in accordance with the applicable rate schedules. Customer bills will be rendered monthly in accordance with said rate and as promptly as possible following the reading of meters. The terms "month" and "monthly" as used herein are intended to designate the period between any two (2) consecutive meter readings, either actual or estimated, at approximately thirty (30) day intervals.

**7.2. Estimated bills.**

7.2.1. Inability to access meters. In months where the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read, the Company will provide the Customer with a postcard and request the Customer to read the meter, enter the reading on the card, and return the card to the Company. If such postcard is not received by Company in time for billing, Company may estimate the meter reading and render a bill accordingly.

7.2.2. Requirements for actual meter reading. When there is good reason for doing so, estimated bills may be submitted provided that an actual meter reading is taken every three (3) months.

7.2.3. Customer read program. If Company has a program in which Customer reads its own meter and reports its monthly usage and no meter reading is submitted by Customer, Company may estimate Customer's usage and issue a bill. However, Company must read the meter if Customer does not submit readings for three (3) consecutive months so that a corrected bill may be issued. Company shall be provided access to its equipment so that it may read the meters at least every six months to verify the accuracy of its records.



7.3. Bill content. Customer's bill shall include the following information:

- 7.3.1. if the meter is read by Company, the date and reading of the meter at the beginning and at the end of the billing period;
- 7.3.2. the due date of the bill;
- 7.3.3. the number and kind of units metered (with the billing load in whole kW or whole kVA as the case may be). If the fraction is less than half, it is dropped; if it is half or more, it is counted as the next whole number;
- 7.3.4. the applicable rate schedule;
- 7.3.5. the total amount due after addition of any penalty for nonpayment within a designated period;
- 7.3.6. the word "Estimated" prominently displayed to identify an estimated bill;
- 7.3.7. any conversions from meter reading units to billing units, or any other calculations to determine billing units from recording or other devices, or any other factors used in determining the bill; and
- 7.3.8. any amount owed under a written guarantee contract provided the guarantor was previously notified in writing by Company.

7.4. Due date. The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill for utility service is delinquent if not received at Company or at Company's authorized payment agency by the close of business on the due date. The postmark, if any, on the envelope of the bill, or an issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.

7.5. Request for charges breakdown. Company shall provide free to Customer a breakdown of charges at the time service is initially installed or modified and upon request by Customer as well as the applicable rate schedule.

7.6. Penalty on delinquent bills for retail service. A one time penalty not to exceed five percent (5.0%) may be made on delinquent commercial or industrial bills; however, no such penalty shall apply to residential bills under this section. The five percent (5.0%) penalty on delinquent commercial and industrial bills may not be applied to any balance to which the penalty was applied in a previous billing. 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.

7.7 Notice of alternate payment programs or payment assistance. When a Customer contacts Company and indicates inability to pay a bill or a need for assistance with bill payment, Company shall inform Customer of all alternative payment and payment assistance programs available from Company, such as deferred payment plans, disconnection moratoriums for the ill, payment assistance programs for veterans severely burned in combat, or energy assistance programs, as appropriate, and of the eligibility requirements and procedures for applying for each.

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7.7.1. Equal Pay. This option is intended to provide residential customers and places of worship such as churches, synagogues, mosques, and temples (served under Rate Schedule SGS) with fixed monthly payments for a twelve (12) month period.

7.7.1.1. Determination of payment. The Customer's bill will reflect twelve (12) equal monthly payments. The net amount payable for service for the current month will equal, to the nearest whole dollar, one-twelfth (1/12) of the previous twelve (12) months usage or estimated annual usage for metered services to this account billed at the appropriate customer class rate. This equal pay amount will remain in effect for twelve (12) months. Every twelve (12) months, the Customer's Equal Pay amount will be recalculated based upon actual usage. The new Equal Pay amount will equal one-twelfth (1/12) of the sum of the previous twelve (12) months usage of metered services billed at the appropriate customer class rate plus or minus one-twelfth (1/12) of the total accumulated difference between previous debits and the amounts payable under the plan.

7.7.2. Level Billing. This option allows residential customers and places of worship such as churches, synagogues, mosques, and temples (served under Rate Schedule SGS) to spread the cost of electric energy more evenly from month to month. Since the Level Billing amount is a rolling average of the previous twelve (12) months, actual usage and a portion of the accumulated difference between actual usage and the amount paid under this option, the Customer's bill will vary from month to month.

7.7.2.1. Determination of payment. The Customer's monthly bill will be computed in accordance with the applicable rate schedule and the Customer's account will be debited by such amount. The net amount payable for the current month will equal, to the nearest whole dollar, the average monthly amount debited to the Customer's account during the twelve (12) months ending with the current month, plus or minus one-twelfth (1/12) of the accumulated difference between previous debits and the amounts payable under the plan.

7.7.3. Termination of participation in payment options. If the Customer does not fulfill the terms and obligations under either the Equal Pay or Level Billing options described above, Company shall have the right to disconnect service to that Customer. Any balance due or owing shall then be payable by Customer and Company may offer the Deferred Payment Plan described below, subject to the provisions of that plan. In the event the Customer decides to withdraw from either of the Company's optional billing plans for any reason, the Customer will not be eligible for readmission to either plan until the thirteenth (13<sup>th</sup>) month following such withdrawal.

- 7.7.4. Determination of fuel revenues. For establishing the monthly fuel revenues received from Customers paying under the Equal Pay or Level Billing options, the Company will use the level of metered energy times the fuel factor used for billing purposes. In no event shall the amount assigned and/or recognized for fuel revenues in the fuel reconciliation process for Customers served under these options exceed the amount determined by multiplying the level of metered energy times the fuel factor used for billing purposes.
- 7.7.5. Deposit for Optional Billing Plan Customers. Company may require a deposit from a Customer entering into the Equal Pay or Level Billing plans. The Company shall pay interest on the deposit and may retain the deposit for the duration of the Equal Pay or Level Billing plans.
- 7.8. Deferred Payment Plan. A deferred payment plan is any written arrangement between Company and a Customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. Company shall offer, upon request, a deferred payment plan to any residential Customer or a guarantor of a residential Customer (unless the Customer has received electric service from Company for less than three months and is unable to prove sufficient credit or a satisfactory payment history from a previous utility) who has expressed an inability to pay all of his or her bill, if that Customer has not been issued more than two (2) disconnection notices at any time during the preceding twelve (12) months.
  - 7.8.1. Minimum number of deferred payment plan payments. Every deferred payment plan entered into due to the Customer's inability to pay the outstanding bill in full shall provide that the delinquent amount may be paid in equal installments lasting at least three (3) billing cycles. Company may, at its discretion, extend the payment period based upon a reasonableness determination.
  - 7.8.2. Determination of reasonableness of deferred payment plan. For purposes of determining reasonableness under these rules, the following shall be considered:
    - 7.8.2.1. Size of the delinquent account;
    - 7.8.2.2. Customer's ability to pay;
    - 7.8.2.3. Customer's payment history;
    - 7.8.2.4. Time that the debt has been outstanding;
    - 7.8.2.5. Reasons why debt has been outstanding; and
    - 7.8.2.6. Any other relevant factors concerning the circumstances of the Customer.

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- 7.8.3. Written deferred payment plan requirements. A deferred payment plan offered by Company, when reduced to writing, shall state immediately preceding the space provided for the Customer's signature and in boldface print no smaller than fourteen (14) point size that "If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the electric utility immediately and do not sign this contract. If you do not contact the electric utility, or if you sign this agreement, you may give up your right to dispute the amount due under the agreement except for the electric utility's failure or refusal to comply with the terms of this agreement."
- 7.8.4. Providing deferred payment plan information to Customer. If the Customer and Company or their agents meet in person, Company shall read the preceding statement to the Customer. Company shall provide information to the Customer in English and Spanish as necessary to make this language understandable to the Customer.
- 7.8.5. Content of deferred payment plan. A deferred payment plan shall include the following: (a) length of time covered by the plan; (b) total amount to be paid under the plan; and (c) the specific amount of each installment.
- 7.8.6. Deferred payment plan late payment penalty. A deferred payment plan may include a five percent (5%) penalty for each late payment made under the plan after the plan is initiated, but shall not include a finance charge.
- 7.8.7. Disconnection for deferred payment plan default. If a Customer for electric service has not fulfilled terms of a deferred payment plan, Company shall have the right to disconnect service. However, Company may not disconnect service until a disconnect notice has been issued to the Customer indicating the Customer has not met the terms of the plan. Such notice and disconnection shall conform with the disconnection rules found in the PUCT's Substantive Rules. Under such circumstances, Company may, but shall not be required to, offer subsequent negotiation of a deferred payment plan prior to disconnection. No additional disconnection notice is required if Customer did not sign the deferred payment plan, and is not otherwise fulfilling the terms of the plan and Customer was previously provided a disconnection notice for the outstanding amount.
- 7.8.8. Non-discrimination. If Company institutes a deferred payment plan, it shall not refuse customer participation in such a program on the basis of race, color, sex, religion, nationality, or marital status.

- 7.8.9. Method for entering deferred payment plan. A deferred payment plan may be made by contacting Company by telephone. If the plan is made over the telephone, Company shall send a copy of the plan to the Customer for signature. Company must provide the Customer with a copy of the signed plan.
  - 7.8.10. Renegotiation of deferred payment plan. If the Customer's economic or financial circumstances change substantially during the time of the deferred payment plan, Company may renegotiate the deferred payment plan with the Customer, taking into account the changed economic and financial circumstances of the Customer.
  - 7.8.11. Refusal to offer deferred payment plan. Company is not required to enter into a deferred payment plan with any Customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that Customer has had service from Company for less than three (3) months.
- 7.9. Payment arrangements. Payment arrangements are any arrangements or agreements between Company and a Customer in which an outstanding bill will be paid after the due date of the outstanding bill but before the due date of the next bill. If a Customer does not fulfill the terms of such payment arrangements, Company shall have the right to disconnect service. If a disconnect notice was issued prior to the payment arrangements being made, such notice shall suffice as disconnect notice to the Customer. If payment arrangements are made prior to issuance of a disconnect notice, such disconnect notice must be issued before the Customer's service may be disconnected.
- 7.10. Overbilling. If billings for utility service are found to be higher than Company's lawful rates for the services being purchased by the Customer, a billing adjustment shall be calculated by Company. If the Customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by Company within three (3) billing cycles of the bill in error, interest shall not accrue. Unless provided in this section, if an overcharge is not adjusted by Company within three (3) billing cycles of the bill in error, interest at the rate set by the PUCT each year shall be applied to the amount of the overcharge. Interest on overcharges that are not adjusted by Company within three (3) billing cycles of the bill in error shall accrue from the date of payment or from the date of the bill in error. Interest shall be compounded monthly based on the annual rate set by the PUCT each year. Interest shall not apply to Equal Pay billings, Level Billing billings or estimated billings.
- 7.11 Underbilling. If billings for utility service are found to be lower than Company's lawful rates for the services being purchased by the Customer, or if Company fails to bill Customer for such service, a billing adjustment shall be calculated by Company. The billing adjustment is not to exceed six (6) months from the date the error was discovered unless the undercharge is a result of theft of service (including, but not limited to, meter tampering, bypass or diversion). Interest shall not apply to undercharged amounts unless such amounts are found to be the result of theft of service (meter tampering, bypass, or diversion) by the Customer. Interest on undercharged amounts shall be compounded monthly and shall accrue from the day the Customer is found to have first tampered, bypassed, or diverted. If the Customer was undercharged or Company failed to bill for service, Company may backbill the Customer for the amount which was underbilled. However, Company may disconnect service if the Customer fails to pay charges arising from an underbilling. If the underbilling is fifty dollars (\$50.00) or more, Company shall offer the Customer a deferred payment plan option for the same length of time as that of the underbilling. In

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cases of theft of service (including, but not limited to, meter tampering, bypass or diversion), Company may, but is not required to, offer a Customer a deferred payment plan. If the meter is found not to have registered or registered improperly due to theft (including, but not limited to, meter tampering, bypass or diversion), Company shall estimate and charge for units used, but not metered, based upon the daily average per month for the last 12 months prior to the theft (including, but not limited to meter tampering, bypass or diversion) less any amount registered each month for the months it has been determined to have not been registering properly. If the prior 12 months' usage is not available, Company may estimate the billing based upon available usage information at that service location or average use for comparably sized service locations used in a similar manner during a similar time of year.

7.12. Rate of interest. The rate of interest to be paid on overcharges or undercharges in accordance with the PUCT Substantive Rules is established annually in December for the subsequent calendar year by the PUCT.

7.13. Disputed bills.

7.13.1. Investigation. In the event of a dispute between a Customer and Company regarding any bill for utility service, the Company shall investigate as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the PUCT.

7.13.2. Obligations pending complaint resolution. Notwithstanding any other section of these rules, the Customer shall not be required to pay the disputed portion of the bill until the dispute is completely resolved by Company. If Customer files a complaint with the PUCT, service shall not be disconnected for nonpayment of the disputed portion of the bill before the PUCT completes its informal complaint resolution process and informs Customer of its determination.

7.13.3. Payment of undisputed billings. Customer is obligated to pay any billings not disputed.

7.14. Transfer of delinquent balances. If Customer has an outstanding balance due from another account in the same customer class, Company may transfer that balance to Customer's current account. The delinquent balance and specific account shall be identified as such on the bill.

7.15 Record retention. Company shall maintain monthly billing records for Customer's account for at least two years after the date the bill is mailed. The billing records shall contain sufficient data to reconstruct Customer's billing for a given month. Copies of Customer's billing records may be obtained by that Customer on request.

7.16 Billings to and payments by a governmental entity. A payment by a governmental entity (as defined in the Prompt Payment Act of the Texas Government Code Chapter 2251) shall become overdue as provided in the Prompt Payment Act.

7.16.1 Billing disputes. Any billing disputes for utility service shall be resolved as provided in the Prompt Payment Act.

7.16.2 Interest on overdue payments. Interest on an overdue governmental entity payment shall be calculated by the governmental entity pursuant to the Prompt Payment Act and remitted to Company with the overdue payment. However, a governmental entity that is also a state agency is not subject to a fee, penalty, interest or other charge for delinquent payment of a bill.

8. DISCONTINUANCE OF SERVICE. The Company will not discontinue service to the Customer if prohibited from doing so by the then effective rules of the appropriate regulatory authorities. The PUCT rules provide:

8.1. Disconnection for delinquent bills. A Customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within twenty-six (26) days from the date of issuance of a bill and if proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "disconnection notice" or similar language prominently displayed on the notice. The information included shall be provided in English and Spanish as necessary to adequately inform the Customer. Attached to or on the face of the disconnection notice for electric bills shall appear a statement notifying the Customer that if they are in need of assistance with the payment of the bill, or are ill and unable to pay their bill, they may be eligible for payment assistance or special payment programs, such as deferred payment plans, disconnection moratoriums for the ill, or energy assistance programs, and to contact Company's telephone center at 1-800-ENTERGY for information on the available programs. The cut-off day may not fall on a holiday or weekend, but shall fall on the next working day after the tenth (10<sup>th</sup>) day. Payment at Company's authorized payment agency is considered payment to Company. The Company shall not issue late notices or disconnect notices to the Customer earlier than the first (1<sup>st</sup>) day the bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at Company's authorized payment agency.

8.2. Disconnection with notice. Utility service may be disconnected after proper notice for any of the following reasons:

8.2.1. Failure to pay a delinquent account for utility service, failure to make deferred payment arrangement or failure to comply with the terms of a deferred payment agreement;

8.2.2. Violation of Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;

8.2.3. Failure to comply with deposit or guarantee arrangements where required by the PUCT Substantive Rules; or

8.2.4. Failure of the guarantor to pay the amount guaranteed when Company has a written agreement signed by the guarantor that allows for disconnection of the guarantor's service.

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8.2.5 Failure of Customer to remedy a harmonics problem within the Company's specified time period and the Customer has refused to allow Company to remedy such. In the event the Customer refuses to allow the Company to remedy the problem and does not stop creating excessive harmonics within the time specified by the Company, the Company may disconnect service after providing written notice of its intent to disconnect at least five working days before doing so.

8.3. Disconnection without prior notice. Utility service may be disconnected without prior notice for any of the following reasons:

8.3.1 where a known dangerous condition exists for as long as the condition exists. Where reasonable, given the nature of the hazardous condition, the electric utility shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

8.3.2 where service is connected without authority by a person who has not made application for service;

8.3.3 where service was reconnected without authority after termination for nonpayment; or

8.3.4 where there has been tampering (including but not limited to meter tampering, bypass or diversion) with the electric utility company's equipment or evidence of theft of service.

8.3.5 A dangerous condition shall include, but is not limited, to situations in which the Customer or other individual associated with the Customer makes threats so as to present a reasonable perception of danger to any Company employee or representative. In the case of a threat of this nature, the Company will (i) follow its guidelines to install advanced metering or (ii) schedule relocation of non-standard metering services if the Customer meets all requirements to opt out of advanced metering and where technically feasible. The relocation of services will be at the Customer's expense. The installation of advanced metering shall follow all applicable guidelines of the Company, including those related to Customer payment obligations.

8.4. Disconnection Prohibited. Utility service may not be disconnected for any of the following reasons:

8.4.1. Delinquency in payment for utility service by a previous occupant of the premises;



- 8.4.2. Failure to pay for merchandise, or charges for nonutility service provided by Company;
  - 8.4.3. Failure to pay for a different type or class of utility service unless fee for such service was included on that account's bill at the time service was initiated;
  - 8.4.4. Failure to pay the account of another Customer as guarantor thereof, unless Company has in writing the guarantee as a condition precedent to service;
  - 8.4.5. Failure to pay charges arising from an underbilling except theft of service (including, but not limited to, meter tampering, bypass, or diversion), more than six (6) months prior to the current billing;
  - 8.4.6. Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under Rule 25.126 of this title (relating to Meter Tampering);
  - 8.4.7. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless Company is unable to read the meter due to circumstances beyond its control; or
  - 8.4.8. Failure to pay disputed charges, except for the required Equal Pay Billing payments and Level Billing payments, until a determination as to the accuracy of the charges has been made by Company or the PUCT and Customer has been notified of this determination.
- 8.5. Disconnection on holidays or weekends. Unless a dangerous condition exists, or unless the Customer requests disconnection, service shall not be disconnected on holidays or weekends, or on a day immediately preceding a holiday or weekend unless Company personnel are available to the public for the purpose of making collections and reconnecting service.
- 8.6. Disconnection due to electric utility abandonment. Company may not abandon a Customer or a certificated service area without written notice to its Customers therein and all similar neighboring utilities, and approval from the PUCT.
- 8.7. Disconnection for ill and disabled. Company may not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Customer seeks to avoid termination of service under this rule, the Customer, by the stated date of disconnection, must have the attending physician (for purposes of this rule, the term "physician" shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact Company by the stated date of disconnection. A written statement must be received by Company from the physician and Customer must enter into a deferred payment plan. The prohibition against service termination provided by this rule shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by Company and the Customer or physician.
- 8.8. Disconnection to energy assistance grantees. Company may not terminate service to a delinquent residential Customer for a billing period in which the Customer has applied for and been granted energy assistance funds if any agency for administration of these funds has notified the utility, prior to the date of disconnection, of approval of an award

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sufficient to cover the bill, or a sufficient portion of the bill so that the Customer can successfully enter into deferred payment plan for the balance of the bill.

8.9. Disconnection during extreme weather. On a day when the previous day's highest temperature did not exceed 32° F and the temperature is predicted to remain at or below that level for the next twenty-four (24) hours, according to the nearest National Weather Service (NWS) reports, or when the NWS issues a heat alert advisory for any county in Company's service territory, or when such heat advisory has been issued on any one of the preceding two (2) calendar days, Company cannot disconnect a Customer anywhere in its service territory.

8.10. Disconnection of master-metered apartments and central system or non-submetered master metered apartments. When a bill for electric service is delinquent for a master-metered apartment complex, Company shall send a notice to Customer and inform Customer that notice of possible disconnection will be provided to tenants of the apartment complex in six (6) days if payment is not made before that time. At least six (6) days after providing notice to Customer and at least four (4) days before disconnecting, Company shall post a minimum of five (5) notices in conspicuous areas in the corridors or other public places of the complex. Language in the notice shall be in large type and shall read: "Notice to resident of (name and address of apartment complex): Electric utility service to this apartment complex is scheduled for disconnection on (date), because (reason for disconnection.)"

9. **RATE AND USE OF SERVICE.**

9.1. Prohibited use of service. Except when required by law or when specifically provided for in the contract or rate schedule in effect between Company and Customer, Customer shall not, directly or indirectly, resell, sublet, assign, share, or otherwise dispose of the electric service, or any part of such service, and where provided pursuant to contract, shall use such service only for purposes described in its contract with Company however, Customer's provision of electricity to third parties through electric vehicle charging stations shall not constitute a prohibited resale of electric service by the Customer. Except when specifically provided for in a contract in effect between Company and Customer, Customer shall not use the electric service supplied by Company as supplementary, standby or breakdown service. If, and only if, Customer and Company enter into a specific contract therefor, Company will supply auxiliary and standby service pursuant to the terms of such contract. In such event, the Customer agrees to arrange its wiring, by means of a double-throw switch or other suitable devices, so that Customer's equipment cannot create a hazard on the Company's lines by energizing the same, and Customer further assumes all responsibility for energizing of Company's lines by Customer's equipment and agrees to protect and save Company harmless and indemnified from injury or damage to persons or property occasioned by the energizing of Company's lines by Customer's equipment.

- 9.2. Prohibition against extensions of service. The Customer will not extend nor connect installations across a street, alley, lane, or other public space in order to obtain service for other premises, even though such other premises may be owned by the Customer, except on written consent of the Company.
- 9.3. Applicable rate. If more than one rate is applicable to Customer's service, Customer may choose whichever applicable rate is best adapted to his existing or anticipated service on at least a twelve (12) month basis, and having selected such rate may not again change rate within a twelve (12) month period without the prior written consent of Company. The preceding sentence shall in no event, however, permit a Customer to change or abrogate the Customer's obligations under any contract, rate schedule or rider for payment of any minimum or facilities charges. A new Customer will be given reasonable opportunity to determine his service requirements before selecting the most favorable rate for such requirements. Company does not assume responsibility that Customer will be served under the most favorable rate and the Company shall have no liability to make refunds covering the difference in charges under the rate in effect and the charges under any other rate applicable to Customer's service.
10. RATE CHANGES BY COMPANY. The rates and charges charged Customer will be the Company's going rates and charges in effect for like conditions of service to the Customer's class of service, as provided in the Company's rate schedules, or in effective superseding or additional 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 these Terms and Conditions, any contract with Customer, or any rate schedule to the contrary notwithstanding, each and all rates and charges by Company 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 for its services 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 or additions in its rates and charges without the concurrence or joinder of Customer. All increases in rates and charges and applicable additional rates and charges by Company shall apply to service contracted prior to the effective date of the increase or addition as well as service contracted after such effective date. Such rates shall be effective from such date with respect to service thereafter furnished to Customer even though such rate may not then be made effective as to all Customers 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 or additions in rates and charges are just and reasonable.
11. POINT OF DELIVERY.
- 11.1 The Company's rate schedules unless otherwise stated in the schedules contemplate only one point of delivery to one premise, by overhead (aerial) connection by the shortest and most direct route. In some areas, only underground service is available. The Company will normally supply to one premise only one point of delivery and only one of Company's standard types of services. The Customer's installation is to be so arranged that Company measures the Customer's electric service with one metering installation, unless Company determines that multiple meters are appropriate. The meter(s) shall be located on the outside of Customer's building(s) nearest the Company's lines, unless otherwise agreed to by Company. The point of delivery of service shall be where the Company's lines interconnect with the Customer's premises wires, irrespective of the meter location, unless otherwise agreed to by Company. The Company shall have access to its

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Electric Service

**TERMS AND CONDITIONS**

Sheet No.: 11B

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**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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property on Customer's premises at all reasonable times in accordance with these terms and conditions.

11.2 Two or more points of delivery to a Customer, for the same character of service, shall be considered as separate services and bills shall be separately calculated for each point of delivery unless otherwise agreed to by Company.

12. **METERING.** All meters and devices, excluding the meter enclosure, necessary to measure electric energy are to be furnished by the Company and will remain the property of the Company. Company shall provide appropriate metering devices based on rate schedule and service requirements. To the extent the Company installs remote metering equipment because there is (a) a threat of violence against a Company employee or contractor, (b) a refusal to grant access to the Company's meter at the Customer's premises, or (c) a Customer request for installation of off-site meter reading, Customer shall be obligated to pay the costs for such meter and its installation as set forth in Paragraph 18 of these Terms and Conditions.

12.1. **Meter testing frequency.** The Company will test its meters at intervals as may be required by the latest edition of the American National Standards Institute, Incorporated (ANSI) Standard C12, unless specified otherwise by the PUCT. In case of questions as to the accuracy of the Company's measuring instruments, either party shall have the right at any time, and from time to time, upon giving reasonable notice to the other party to have them tested, and, if necessary, recalibrated with both parties represented at the test.

12.1.1. **Meter tests on request of Customer.** Company shall, upon the request of a Customer, test the accuracy of Customer's meter at no charge to Customer. The test shall be made during Company's normal working hours and shall be scheduled to accommodate Customer or Customer's authorized representative if Customer desires to observe the test. The test should be made on the Customer's premises, but may, at Company's discretion, be made at Company's test laboratory.

12.1.2. **Additional meter testing requests.** If the meter has been tested by Company, or by its authorized agency, at the Customer's request, and within a period of four (4) years the Customer requests a new test, Company shall make the test. However, if the subsequent test finds the meter is within the accuracy standards established by ANSI, Company may charge the Customer a fee which represents the cost to test the meter, said fee being as set forth in the Company's Rate Schedule MES. Following the completion of any requested test, Company shall promptly advise the Customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

- 12.2. Bill adjustment due to meter error. If any meter is found to be outside of the accuracy standards established by ANSI and such results in an underbilling by the Company, readings for the prior six (6) months, or from the time the meter was in service since last tested, but not exceeding six (6) months, shall be corrected, and adjusted bills shall be rendered. If such results in an overbilling by the Company, no refund is required from Company except to the Customer last served by the meter prior to the testing. If a meter is found not to register for any period, unless caused by theft of service, (including, but not limited to meter tampering, bypass or diversion), Company shall estimate and charge for units used, but not metered, for a period not to exceed six (6) months based upon the daily average per month for the last 12 months prior to the meter not registering usage. If the prior 12 months' usage is not available, Company may estimate the billing based upon available usage information at that service location or average use for comparably sized service locations used in a similar manner during a similar time of year.
- 12.3. Relocation of meters. Where the meter location on Customer's premises is changed at Customer's request or due to alterations on Customer's premises, Customer shall provide and have installed at Customer's expense all wiring and equipment necessary for relocating the meter. If the Company determines that a meter must be relocated because it is inaccessible, whether due to the Customer's actions or otherwise, Customer shall pay all costs associated with such relocation.

### 13. DEFAULT AND SUSPENSION OF SERVICE.

- 13.1. Suspension of service. The Company may suspend service and remove its facilities from the Customer's premises for any of the following reasons: (a) default by Customer in the payment in full of any sums due to Company under any contract with Customer or the Terms and Conditions, or applicable rate schedules then in effect, when due, and failure to cure such default within ten (10) days after written notice from the Company to Customer demanding payment; (b) failure of the Customer to perform any of its obligations under any contract with Company or to comply with any of these Terms and Conditions, or the applicable provisions of any rate schedule; (c) fraud or abuse by Customer, or failure of Customer to prevent fraud or abuse in the application for service, receipt by Customer of electric service or in connection with the metering of such service to Customer, or discovery by Company that the meter used in connection with service to Customer has been tampered with or damaged; or (d) discovery of conditions dangerous to life and/or property. Provided that the cause for suspension or dangerous condition has been removed and that any applicable contract with Company has not been terminated, service will be restored in cases of suspension of service for any of the above reasons after Customer has paid a fully compensatory charge to offset Company's cost incurred in disconnection and reconnection of service, and any sums due for electric service previously rendered and, if requested by Company, Customer has made a reasonable deposit to guarantee performance by the Customer thereafter. Such charge for discontinuing and reconnecting service shall be in accordance with Company's schedule then in effect providing for such charge.

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Electric Service

TERMS AND CONDITIONS

Sheet No.: 11C

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**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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13.2. Notice of suspension. Except where specific notice is otherwise provided for above, reasonable notice to Customer prior to suspension of service shall be given, if and to the extent circumstances permit; provided, however, that Company shall have the right to suspend service even without notice (either by automatic equipment or otherwise) when there is not reasonable time under the circumstances to give notice such as in those circumstances where the default, in Company's judgment, is immediately endangering or damaging the employees, equipment or facilities of Company or the equipment or facilities of another Customer or interconnected party of Company, is interfering or may immediately interfere with service to any other Customers, is causing serious fluctuation of voltage, or is immediately endangering the stability, integrity, or safe operation of Company's system or any part thereof. Suspension of service shall not interfere with the enforcement by the Company of any rights of the Company under any contract with Customer, or the Terms and Conditions, of rate schedules then in effect, or of any other legal right, claim, or remedy Company may have against Customer.

13.3. Termination of service due to default. Should the Customer at any time be in default under clause (a) or (b) above and fail to cure same after the notice provided for above, be in default in its obligations under Section 14 relating to requested curtailment, or if circumstances in clause (c) above should occur, then Company may, at its sole election, terminate and cancel any contract for electric service then in effect with Customer, in which event the parties shall thereby be severally released from all obligations hereunder, other than rights of action then already accrued.

**14. INTERRUPTIONS AND CURTAILMENT.**

14.1. No guarantee against irregularities or interruptions. Company shall supply Customer a steady and reliable supply of electric energy, but does not warrant or guarantee the service against irregularities or interruptions. Company shall not be liable to Customer, whether under contract or otherwise, for any damages or loss, direct or consequential, by reason of the failure of the Company to supply, or the Customer to receive, electric energy, or for any interruption, voltage reductions or abnormalities, reversal of the supply, or other irregularity, in the supply of electric service to Customer where such failure, interruption, reduction, abnormalities, reversal or other irregularity, directly or indirectly, (a) is by function of underfrequency relays or other automatic load shedding equipment to preserve the integrity of Company's system or interconnected systems; or (b) is due to the negligence of Company, or its employees or contractors, and does not constitute gross negligence of or a willful default by Company; or (c) is the result, in whole or in part, of injunction, fire, strike, lockouts and other industrial or labor disturbances, riot, explosion, storm, hurricane, wind, lightning, flood, accident, breakdown, material shortage, delay in delivery, fuel shortage, fuel rationing or fuel curtailment, governmental or regulatory action or inaction (including but not limited to action sought or supported by Company), acts of God, acts of any public enemy, civil disturbance, sabotage, delay or failure of performance by a third party, war, national emergency, voluntary cooperation by the

Company in any method of operation with, or in any program recommended or requested by civil or military authorities, or as a result of other acts or conditions, whether of the same or different type, which are beyond the reasonable control of Company (exclusive in all events of those described in (a) and (b) preceding and the following paragraph, which operate independently). In connection with strikes, lockouts and other industrial disturbances, the settlement thereof shall be entirely within the discretion of the Company, and the Company shall not be required to make any settlement thereof by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company, and in connection with any disputes with governmental or regulatory authorities with respect to orders, conditions, restraints, regulations or other actions, the resolution thereof shall be entirely within the discretion of the Company, and the Company shall not be required to accede to any such actions when such course is in the judgment of the Company unfavorable to it.

- 14.2. Limitation of liability. Company shall not be liable to Customer, whether under contract or otherwise, for any damages or loss, direct or consequential, by reason of (a) interruption of service by Company to make repairs or changes in or replace, test, or inspect the Company's equipment or facilities; (b) interruption or curtailment of service by manual or automatic load shedding in an emergency when, in Company's judgment, such action will tend to prevent or alleviate a threat to the integrity of Company's power supply; (c) curtailment by Company of any electric service to Customer or refusal by Company to supply additional capacity or energy to Customer due to Company's implementations of its electric capacity and energy curtailment programs (which programs may provide for priorities as between various classes and categories of Customers and various use of electric service, may be implemented system-wide, regionally, or locally at the discretion of Company, and may be amended or supplemented by Company from time to time) whenever Company at its discretion, which shall not be exercised unreasonably, deems such implementation to be necessary because it is experiencing or is about to experience a shortage of capacity of energy resulting from any cause, subject to any order of any regulatory authority having jurisdiction; (d) curtailment of any electric service to Customer made by Company in compliance with orders or requests of any governmental agency curtailing, conserving, reallocating, or diverting available electric power resources or fuel (including but not limited to orders sought or supported by Company); or (e) acceptance by Company (either with contract or without) of new Customers and additional loads of Customers being served even though doing so may affect Customer by increasing the amount, frequency, or duration of curtailment of service to Customer pursuant to such programs unless the Company acts in bad faith in accepting the new or additional load. Upon written request from Customer, Company will provide to Customer a copy of such programs as supplemented, modified, and in effect from time to time. Customer shall be fully responsible for installing on the Customer's side of the point of delivery all equipment necessary to enable the Customer to effect such curtailment as may be provided for or requested under such programs.
- 14.3. Additional curtailments. Whether a Customer has previously achieved requested curtailment or not, nothing herein shall limit the Company's rights to require further curtailment by or to interrupt service to such Customer nor limit the Customer's responsibilities with regard thereto.

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**TERMS AND CONDITIONS**

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- 14.4. Notice of curtailments. If it is practicable to do so under then existing conditions, Company shall attempt to give Customer advance notice of any interruption or curtailment, as appropriate; provided, however, that the Company shall have the right to interrupt or curtail service even without notice (either by automatic equipment or otherwise) when there is not reasonable time under the circumstances to give notice, or when such provision of service is provided under a rate schedule that provides for interruption of service without notice. As used in this Section, the terms "curtailment" and "curtail" shall for all purposes include voltage reductions or abnormalities, suspensions of service, and any other forms of modification, reduction, or interruption, in whole or in part, of electric service.
15. PRORATION OF BILLING TO CONTRACT CUSTOMER. A Customer receiving service under a contract shall not be liable to Company for damages or loss, direct or consequential, by reason of the failure of such Customer to take electric service made available by Company in the amount provided for in the contract with such Customer, where such failure is the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, acts of God, acts of any public enemy, or other acts or conditions reasonably beyond the control of such Customer; provided, however, the inability of such Customer, regardless of the cause, to take service made available by Company, shall not relieve such Customer from its obligation to continue to pay in accordance with the applicable rate schedules, as provided in the contract with such Customer, except that in the event of a strike at such Customer's plant being served hereunder, or in the event of physical damage to, or destruction of, such Customer's facilities at said plant, where such strike, destruction or damage prevents, for a continuous period of sixty (60) days, the use of such Customer's facilities for the purpose for which they were operated prior to such strike, damage or destruction, and if such Customer gives Company written notice of such during said sixty (60) days, then commencing sixty (60) days after the beginning of such strike, or the happening of such damage or destruction, the amount of such Customer's Contract Power commitment under its contract with Company will thereafter be reduced to reflect the effect of such strike, damage or destruction upon the power requirements of such Customer, so long thereafter and only so long thereafter as such Customer's loss of use of its facilities, because of such strike or damage or destruction, continues. However, such Customer's obligation to pay facilities charges is unconditional, and such charges are payable regardless of such Customer's inability or failure to take service for any reason, and minimum charges under applicable schedules are due and payable in all events (except as provided above with respect to strike, damage or destruction) even though such Customer takes no service or takes less than the amount on which the minimum charge is based.
16. LIABILITY. Customer assumes all responsibility for the electric power and energy supplied hereunder after it leaves Company's lines at the point of delivery, as well as for the wires, apparatus and appurtenances used in connection therewith where located at or beyond the point of delivery; and Customer hereby agrees to protect and save Company harmless and indemnified from injury or damage to persons and property occasioned by such power and energy or by such wires, apparatus and appurtenances located at and beyond said point of delivery, except where said injury or damage shall be shown to have been



occasioned by the gross negligence or willful default of Company or of its contractors. Further, Company shall not be responsible for injury or damage to anyone resulting from the acts of the employees of Customer or of Customer's contractors in tampering with or attempting to repair, operate and/or maintain any of Company's lines, wires, apparatus or equipment located on Company's side of the point of delivery and Customer will protect, save harmless and indemnify Company against all liability, loss, cost, damage and expense, including attorney's fees, by reason of such injury or damage to such employee or to any other person or persons, resulting from such acts of Customer's employees or contractors. Likewise, Customer shall not be liable for injury or damage to anyone resulting from the acts of the employees of Company or of Company's contractors, in tampering with or attempting to repair and/or maintain any of Customer's lines, wires, apparatus or equipment, and Company will protect, save harmless and indemnify Customer from all liability, loss, cost, damage and expense, including attorney's fees, by reason of such injury or damage to such employee or to any other person or persons, resulting from such acts of Company's employees or contractors.

#### 17. FRANCHISES, RIGHTS-OF-WAY, PERMITS, ETC.

17.1. Condition for supplying service. It is understood and agreed that the Company's obligations to supply service are conditioned upon securing and retaining the necessary franchises, rights-of-way, and permits, at costs in its judgment reasonable and without the exercise of its right of eminent domain or expropriation, to enable it to make delivery of electric service to Customer, and the Customer agrees to furnish, free of cost, a right-of-way over land whose boundaries are sufficiently marked which is owned or controlled by the Customer for delivery of electric service to Customer, and to aid in every way in securing other necessary rights-of-way, and furnish Company's employees access to premises free of tolls or other charges when employees are on Company business.

17.2. Equipment location needs. The Customer shall furnish at no cost to Company a suitable place for the proper installation of transformers, meters and other electrical equipment necessary to deliver and measure the electric energy to be supplied by Company. Customer agrees not to damage or tamper with and take any reasonable steps to prevent employees of Customer, or other persons from damaging or tampering with said transformers, meters and other electrical equipment of Company. No type of structure or landscaping shall be installed or maintained in violation of applicable laws or Company's standards and specifications regarding clearances from the Company's equipment.

17.3. Maintenance by Customer of its equipment. Customer agrees to install and maintain in a thoroughly safe and efficient manner, and in accordance with good electrical practice, all applicable lawful regulations and Company's standards and specifications, all of its lines, wiring, apparatus, machinery and appliances connected to the Company's line. If at any time any part of Customer's lines, wiring, apparatus, machinery or appliances shall be in a condition which interferes with Company's proper service to Customer, or to its other Customers, Company shall have the right, in addition to any other right of discontinuance hereunder, to discontinue service to Customer until such interfering parts shall be put back in proper operating condition, or shall have been replaced or disconnected. Except in case of emergency, Company shall give Customer reasonable written notice of its intention to discontinue service to Customer on account of any such claimed interference and, where practical, suitable time for the repair or replacement of such interfering part. Neither party to any contract between Company and Customer assumes the duty of inspecting the other party's lines, wiring, apparatus, machinery, or appliances, or any part thereof, and the fact that service may have been made available does not in any way constitute Company's approval of Customer's installation.

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**TERMS AND CONDITIONS**

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**TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE**

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18. **PAYMENT FOR ALTERING EXISTING SYSTEMS.** If the Company makes changes in existing overhead or underground systems or facilities at the Customer's request, or due to a change in Customer's facilities, or installs remote metering equipment (a) as a result of a threat of violence against a Company employee or contractor, (b) Customer's refusal to grant access to the Company's meter at the Customer's premises or (c) at Customer's request, the full cost of such changes (including but not limited to any governmental assessment, fee or tax, including any income tax which may be due by Company on any such payments) shall be paid by the Customer in advance of construction based upon Company's estimate of such costs. In the case of remote metering equipment that is installed after Customer has received service, Company will bill Customer the full cost of such charges as reflected in its rate schedule.
19. **TEMPORARY SERVICE.** Installation cost, cost of materials not salvable and removal cost of facilities for temporary service shall be paid by the Customer in addition to the amounts arrived at by applying the appropriate rate schedule. The Customer shall pay to the Company in advance for the installation costs, cost of materials not salvable, and removal costs, as estimated by the Company, in addition to the deposit which may be required as security for payment for electric service. The Company may refuse to render temporary service if service to other Customers will be affected adversely.
20. **CONNECTIONS TO COMPANY'S LINES.** All connections to the lines or facilities of the Company will be made by the Company's authorized employees, representatives and agents.
21. **VOLTAGE FLUCTUATIONS.** In case Customer has equipment having electric characteristics which may cause serious fluctuations of voltage and interfere with the service of the Company to its Customers, the Company may decline to serve or to continue to serve such equipment under the Company's established rate schedules until the Customer having such equipment has provided, at his expense, suitable corrective devices to hold to reasonable limits the effect of such fluctuations. Circumstances may require such equipment to be supplied separately from other service, and in such event, the Company may require additional contractual arrangements and may meter and bill such service separately from other service supplied to the Customer.
22. **REMOVAL OF COMPANY'S FACILITIES.** Upon discontinuance of service, the Company may without liability for injury or damage dismantle and remove all facilities installed for the purpose of supplying electric service to the Customer, and shall be under no further obligations to serve Customer at that point of delivery.
23. **NONWAIVER.** No delay by the Company in enforcing any of its rights against Customer, or any other Customer, shall be deemed a waiver of such rights, nor shall a waiver by the Company of one of the Customer's defaults or any default by another Customer be deemed a waiver of any other or subsequent default.
24. **HEADINGS.** The headings used herein are for ease of reference only and shall not be used to construe or interpret the provisions of these Terms and Conditions.

ENTERGY TEXAS, INC.  
Electric Service

EXTENSION POLICY

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### ELECTRIC EXTENSION POLICY

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This Electric Extension Policy shall apply only to those facilities that Company will construct and maintain in order to provide electric service to its Customer.

#### I. NEW LOAD OF LESS THAN 2500 KW

For (a) residential Customers with any new and additional load and (b) Customers which, unless otherwise agreed to by Company, are Customers with a Contract Demand of new and additional load ("New Load") of less than 2500 kW, the Company will extend and/or modify its overhead facilities, including infrastructure improvements required to provide electric service to the Customer but excluding Customer-specific substation(s) and System Improvements as defined below ("New Facilities"), necessary to serve new and permanent Customers, or additional load of an existing Customer to Customer's Point of Delivery, as agreed upon by the Company and the Customer, under the following terms:<sup>1</sup>

- (A) (1) The Customer will not be required to reimburse the Company for New Facilities when Anticipated Revenues for the first four years of the contract term (if a contract is entered), or for the first four years after electric service associated with the New Load is provided (if no contract is entered) is equal to or exceeds the Company's Projected Investment in New Facilities necessary to serve the New Load. Anticipated Revenues are defined as projected annual non-fuel firm rate schedule revenues, plus base rate cost recovery mechanisms. Existing and future non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service are not to be included in Anticipated Revenue.
- (2) If a minimum bill is required by Company, the Customer and Company will enter either a minimum bill agreement or an Agreement for Electric Service which shall contain provisions for a monthly minimum bill for New Load at the greater of, as applicable, (a) 1/48th of the Anticipated Revenues for the first four years of the contract term for New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.
- (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all Anticipated Revenues have been collected.

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<sup>1</sup> Some pre-construction costs may be handled separately based on the scope of the project.

- (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities that is equal to or greater than \$100,000 or the Company elects to apply the true-up option at its sole discretion, the Company will true-up the estimated New Facilities costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount<sup>2</sup> within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
- (B) (1) The Customer will be required to reimburse the Company for the cost of New Facilities when the Anticipated Revenues for the first four years of the contract term (if a contract for New Load is entered) or for the first four years after electric service associated with the New Load is provided (if no contract is entered) are less than the Company's Projected Investment in New Facilities necessary to serve the New Load. The Customer will, prior to the start of construction, reimburse the Company for any cost for New Facilities (including all applicable tax gross-up costs) that exceeds the Anticipated Revenues for the first four years of the contract term.
- (2) If a minimum bill is required by the Company, the Customer's monthly minimum bill for the New Load shall be the greater of, as applicable, (a) 1/48th of the Anticipated Revenues for the first four years of the contract term for the New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.
  - (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all Anticipated Revenues have been collected. The Company may also require the Customer to provide and maintain financial security, acceptable to the Company, equal to the amount of any cost for New Facilities subject to reimbursement.
  - (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities that is equal to or greater than \$100,000 or the Company elects to apply the true-up option at its sole discretion, the Company will true-up the estimated facility costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount<sup>3</sup> within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
  - (5) The reimbursement obligation for the cost of New Facilities (and the minimum bill, financial security, and true up provisions applicable thereto) shall extend to the entire cost of New Facilities (including all applicable tax gross-up costs) that are no longer revenue justified under Section I Paragraph (A) above due to an increase in the actual or estimated cost of New Facilities and a decrease in the actual or expected Anticipated Revenues, or either of them.

<sup>2</sup> Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

<sup>3</sup> Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

ENTERGY TEXAS, INC.  
Electric Service

EXTENSION POLICY

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**ELECTRIC EXTENSION POLICY**

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(C) (1) When the required ratio is not satisfied by original Customers applying for service, but the Project Investment is to be made in a growing area and the Company feels that the development therein will produce a ratio of 4 to 1 or less in three (3) years, such facilities will be built without cost to Customers.

(2) The Company's Projected Investment will include the total investment in the New Facilities including, but not limited to, material costs, labor costs, labor cost adders, costs associated with third party vendors and consultants, costs associated with the procurement of real property rights, costs associated with securing all necessary approvals, taxes, capital suspense charges, overheads and associated tax gross-up charges, less any investment included in the total investment which should be charged to "System Improvements" and less any nonrefundable lump sum payments covered under the Policy on Service to Small Three-phase Loads. System Improvements are defined as those Entergy transmission projects (A) included in (1) Appendix A of MISO's Transmission Expansion Plan, or (2) Target Appendix A of MISO's Transmission Expansion Plan (subject to MISO's timely approval) (said (1) or (2) being referred to as "Entergy System Improvement Projects") and (B) whose construction has commenced or is scheduled to commence within five (5) years of Customer's execution of Company's required document(s) relating to this Policy. However, System Improvements shall not include those Entergy System Improvement Projects to be constructed solely due to Customer's New Load. In the event MISO's Transmission Expansion Plan is no longer applicable to Company, System Improvements shall be defined as those transmission upgrades in Company's five-year transmission plan that are expected to be owned by Company.

**II. NEW LOAD EQUAL TO OR GREATER THAN 2500 KW**

For large commercial and industrial customers, which, unless otherwise agreed to by Company, are customers with a Contract Demand of at least 2500 kW, the Company will extend and/or modify its overhead facilities, including infrastructure improvements required to provide electric service to the Customer but excluding customer-specific substation(s) and System Improvements as defined above ("New Facilities"), necessary to serve new and permanent customers, or additional load of an existing customer to customer's Point of Delivery (the new and additional load being collectively referred to as "New Load"), as agreed upon by the Company and the Customer, under the following terms:<sup>4</sup>

(A) (1) The Customer will not be required to reimburse the Company for New Facilities when projected Contract Revenues for the first four years of the contract term for New Load is equal to or exceeds the Company's Projected Investment (as defined in Section I) in New Facilities necessary to serve the New Load. Contract Revenues are defined as projected annual non-fuel firm rate schedule revenues, plus base rate cost recovery mechanisms. Existing and future non-base rate cost recovery mechanisms

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<sup>4</sup> Some pre-construction costs may be handled separately based on the scope of the project.

applicable to the firm rate schedules under which the Customer receives service are not to be included.

- (2) If a minimum bill is required by Company, the Customer and Company will enter an Agreement for Electric Service which shall contain provisions for a monthly minimum bill for New Load at the greater of (a) 1/48th of the Contract Revenues for the first four years of the contract term for New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.
  - (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all projected Contract Revenues have been collected.
  - (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities, the Company will true-up the estimated facility costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount<sup>5</sup> within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
- (B) (1) The Customer will be required to reimburse the Company for the cost of New Facilities when the projected Contract Revenues for the first four years of the contract term for New Load are less than the Company's Projected Investment in New Facilities necessary to serve the New Load. The Customer will, prior to the start of construction, reimburse the Company for any cost for New Facilities (including all applicable tax gross-up costs) that exceeds the projected Contract Revenues for the first four years of the contract term. Construction shall be deemed to start when any equipment for the New Facilities is ordered by the Company.
- (2) If a minimum bill is required by Company, the Customer and Company will enter an Agreement for Electric Service which shall contain provisions for a monthly minimum bill for the New Load at the greater of (a) 1/48th of the Contract Revenues for the first four years of the contract term for the New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.

<sup>5</sup> Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

ENTERGY TEXAS, INC.  
Electric Service

EXTENSION POLICY

Sheet No.: 18B  
Effective Date: Service on and after 10-17-18  
Revision: 6  
Supersedes: Revision Effective 4-1-14  
Schedule Consists of: Three Sheets

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**ELECTRIC EXTENSION POLICY**

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- (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all projected Contract Revenues have been collected. The Company may also require the Customer to provide and maintain financial security, acceptable to the Company, equal to the amount of any cost for New Facilities subject to reimbursement.
- (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities, the Company will true-up the estimated facility costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount<sup>6</sup> within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
- (5) The reimbursement obligation for the cost of New Facilities (and the minimum bill, financial security, and true up provisions applicable thereto) shall extend to the entire cost of New Facilities (including all applicable tax gross-up costs) that are no longer revenue justified under Section II Paragraph (A) above due to an increase in the actual or estimated cost of New Facilities and a decrease in the actual or expected Contract Revenues, or either of them.
- (6) If the Company is reimbursed more than \$10,000,000 (including all applicable tax gross-up costs) by a Customer per Section II Paragraph (B)(1) above, and more large commercial or industrial customers are served by the New Facilities within a four-year period following Construction as defined in Section II Paragraph (B)(1) above, then the initial Customer that reimbursed the Company shall be entitled to receive a prorated refund of the reimbursement for common facilities (a) when additional large commercial or industrial customers execute an agreement for electric service within the four-year period following Construction as defined in Section II Paragraph (B)(1), and, (b) upon fulfillment of the refund process described in Section II Paragraph (B)(7) below. The Company will collect the full amount identified in Section II Paragraph (B)(1) above from the initial Customer.
- (7) When requested by the initial Customer and after payment from the additional large commercial or industrial customer(s), a refund of reimbursement for common facilities to the initial Customer will be made on a pro-rata share of the amount initially paid by the initial Customer from each additional large commercial or industrial customer to be served by the New Facilities within the four-year period following Construction as defined in Section II Paragraph (B)(1), or until the capacity of the New Facilities is fully utilized, whichever comes first.<sup>7</sup> The additional large commercial or industrial customer(s) shall be obligated to make a payment to the Company for its pro rata share of New Facilities within 60 days of demand for such payment.

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<sup>6</sup> Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

<sup>7</sup> Customer refund not to exceed the amount collected by Company from additional customer(s).

- (8) When Customer is required to reimburse Company for New Facilities, Company shall provide reasonably detailed information setting forth the cost of the New Facilities as soon as practicable after receiving a request from Customer.



**ENTERGY TEXAS, INC.**  
Electric Service

**RETAIL ELECTRIC SERVICE  
SWITCHOVERS**

Sheet No.: 19  
Effective Date: 8-31-99  
Revision: 4  
Supersedes: Revision Effective 12-18-98  
Schedule Consists of: One Sheet

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**RETAIL ELECTRIC SERVICE SWITCHOVERS**

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A request to switch service to a consuming facility to another utility that has the right to serve the facility shall be handled pursuant to Public Utility Commission of Texas Substantive Rule § 25.27, a copy of which will be provided upon request.

Base Charge: \$160.00

Base Charge Adder: \$ 60.00

In multiply certificated areas, a retail customer may not avoid stranded cost recovery charges by switching to another electric utility, electric cooperative, or municipally owned utility after May 1, 1999. A customer in a multiply certificated service area that requested to switch providers on or before May 1, 1999, or was not taking service from an electric utility on May 1, 1999, and does not do so after that date is not responsible for paying retail stranded costs of that utility.

ENTERGY TEXAS, INC. Electric Service	Sheet No.: 20 Effective Date: Service on and after 10-17-18 Revision: 7 Supersedes: Revision Effective 8-15-10 Schedule Consists of: One Sheet
UNDERGROUND DISTRIBUTION RESIDENTIAL	

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**POLICY WITH RESPECT TO  
UNDERGROUND DISTRIBUTION - RESIDENTIAL**

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This is a statement of Entergy Texas, Inc. policy relative to residential underground distribution systems in subdivisions and individual underground services from overhead systems. The policy is designed to basically recover the difference between underground and overhead construction costs.

**Subdivision Developments**

**General Conditions**

An underground electric distribution system will be installed in a residential subdivision under the following conditions:

- (1) (a) When Company installs facilities underground The developer will pay the estimated installed cost of all items required to provide an underground system that are not inherent to a comparable overhead system (e.g., conduit, pole risers, equipment, foundations, trenching and backfill, servitude fees, switch cabinets, etc.) including services. Company may require payment in advance. Company will develop estimating procedures that will facilitate the implementation of this policy without the need for lengthy waiting periods to allow a speedy response to the prospective developer of a subdivision as to the costs involved.
- (b) When contractor installs facilities underground The developer will pay contractor for items listed in 1(a) above rather than the Company.
- (2) Company may provide street lighting facilities and service in accordance with Company's street lighting rates and practices in effect at the time service is required. In addition to those requirements, the developer will pay in advance, similar to 1(a) and 1(b) above, the installed cost of all necessary conduit, and for trenching and backfill, and for street light poles and foundations where the poles do not exist for another purpose.
- (3) The builder/customer will pay for temporary service for construction power and energy in accordance with Company's standard practice at the time temporary service is required.
- (4) For older subdivisions where the developer was not required to pay for services, the Customer will pay in advance the cost of trenching and backfill and for installed cost of conduit for underground electrical service facilities, when such installation is required, similar to 1(a) or 1(b) above.
- (5) It is not the intent of this policy to suggest that entire subdivisions will contain underground facilities to the exclusion of overhead facilities. Where good engineering judgment prevails, mainlines through the middle or around the periphery may be overhead.

## **Easement**

The developer will provide suitable easements, cleared of trees, stumps and other debris, for Company's facilities with ground to be at final grade prior to start of construction.

## **Services**

Where an underground system is provided under this policy, the underground service wire to the Customer's house, at a point approved by Company, will be provided, owned, and maintained by Company. The builder/customer shall pay the applicable construction costs as set forth under General Conditions above.

## **Three-Phase Electric Service**

Unless special contractual arrangements are made initially for a three-phase system, only single-phase electric service will be provided. Attention should be directed to Company's policy on service to small three-phase loads. The payment by developer to Company shall include any connection charge under such policy so that where a three-phase system is arranged for initially, no additional connection charge will be required later for three-phase electric services.

## **Construction Standards**

The Distribution Design Basis Department (or its successor department) will issue, when required, appropriate specifications and criteria dealing with construction standards. Division offices will design the particular systems and make the cost estimates.

### **Individual Underground Service From Overhead Supply**

An underground service will be installed to serve a Customer to be supplied from an overhead circuit upon payment by the Customer of the cost of trenching and backfill and for installed cost of conduit required, including pole risers for underground service, similar to 1(a) and 1(b) above in General Conditions. It is intended that this policy will provide for a standard type installation as follows and that the Customer will pay additional costs otherwise incurred.

- (1) The underground service will be single phase, 120/240 volt, 3-wire service installed in conduit connecting to a self-contained meter.
- (2) The meter will be located at the closest reasonable point to the source, not to exceed 150 feet.
- (3) The overhead line is on the same side of the street as the Customer to be served.
- (4) The Customer will install conduit at the meter in accordance with ETI standards.
- (5) The service is available for any home to which overhead service would normally be provided.
- (6) If an existing Customer (served from an adequate overhead service) requests underground service, a charge amounting to the undepreciated cost of the overhead service, plus the cost of removal less salvage, will be added to the normal charges.

ENTERGY TEXAS, INC.  
Electric Service

UNDERGROUND DISTRIBUTION  
COMMERCIAL

Sheet No.: 22  
Effective Date: With consumption on and after 6-2-23  
(on an interim basis)  
Revision: 6  
Supersedes: Revision 10-17-18  
Schedule Consists of: One Sheet

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**POLICY WITH RESPECT TO  
UNDERGROUND DISTRIBUTION - COMMERCIAL**

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This policy is for underground distribution systems in commercial developments and individual underground service from overhead systems. The policy is designed to basically recover the difference between underground and overhead construction costs.

**Underground Distribution Systems**

**General Conditions**

The commercial development must be of such size, arrangement, permanence and characteristics that, in the opinion of the Company, installation of an underground distribution system would be beneficial to the Company and its commercial Customers. The following conditions apply:

- (1) (a) When Company installs facilities underground The developer will pay in advance for the estimated installed cost of all items required to provide an underground system that are not inherent to a comparable overhead system (e.g. all manholes and pull boxes; equipment; foundations; conduit at street crossings, pole risers, parking areas, and driveways; servitude fees; switch cabinets; trenching and backfill) excluding services. If the estimated cost of the underground facilities exceeds the limits of the Company's extension policy, then Customer will pay not less than the amount called for under the extension policy.
- (b) When contractor installs facilities underground The developer will pay contractor for items listed in 1(a) above rather than to Company.
- (2) Company may provide street lighting facilities and service on dedicated streets in accordance with Company's street lighting rates and practices in effect at the time service is required. In addition to those requirements, the developer will pay in advance, similar to 1(a) and 1(b) above, the installed cost of all necessary conduit, and for trenching and backfill, and for street light poles and foundations where the poles do not exist for another purpose.
- (3) The builder/customer will pay for temporary service for construction power and energy in accordance with Company's standard practice at the time temporary service is required.
- (4) For older subdivisions where the developer was not required to pay for services, the builder/customer will pay in advance the cost of trenching and backfill and for installed cost of conduit for underground electrical service facilities similar to 1(a) and 1(b) above. Builder will install conduit from the building to the transformer.

## **Easements**

The developer will provide suitable easements cleared of trees, stumps, and other debris, for Company's facilities with ground to be at final grade prior to start of construction.

## **Ownership of Underground System**

The entire distribution system, exclusive of facilities installed by Customer (unless otherwise addressed by separate agreement between Customer and Company by which such facilities are designated as Company-owned), will be owned and maintained by the Company.

## **Regular Rates Will Apply**

The Company's regular rates will apply to each Customer the same as if served from an overhead system.

## **Construction Standards**

The Distribution Design Basis Department (or its successor department) will issue, when required, appropriate specifications and criteria dealing with construction standards. Division offices will design the particular systems and make the cost estimates under such specifications and criteria.

### **Individual Underground Service From Overhead Supply**

An underground service will be installed and maintained by the Company to a Customer supplied from overhead circuits upon payment by the Customer of the cost of trenching and backfill and installed cost of conduit, including pole risers for the underground service, similar to 1(a) or 1(b) above in General Conditions. If the underground service is similar to the type of service provided for residential Customers, the provisions set forth in the residential policy will apply. For large or unusual situations, special plans and negotiations will be necessary. In no event will Customer pay less than the payment called for under Company's extension policy.

It is not intended that a formal written contract be prepared for an individual service from overhead supply. Payments to Company will be handled by invoices. Authorizations to install such individual services will be made by the appropriate level of Engineering Management.

Where an existing overhead service is to be replaced by an underground service, a current cost figure will be established for the existing overhead service and an amount will be calculated based on the remaining life of such service. The Customer will be required to pay the undepreciated value less net salvage in addition to the charges set forth above. Current cost estimates will be used instead of original cost data.

**ENTERGY TEXAS, INC.**  
Electric Service

**TEMPORARY SERVICE**

Sheet No.: 25  
Effective Date: 10-16-81  
Revision: 1  
Supersedes: Revision Effective 10-16-81  
Schedule Consists of: One Sheet

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**TEMPORARY SERVICE TO CUSTOMERS  
FROM THE COMPANY'S DISTRIBUTION FACILITIES**

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Temporary service to contractors and builders, and other Customers requiring service of a temporary nature, will be governed by the following policy:

1. Where distribution facilities are readily available and the installation of additional poles or lines is not necessary to provide service to the Customer, the temporary service charge will be in accordance with Rate Schedule MES.
2. Where service is not readily available, and additional expenditures are necessary to provide service, such as additional poles and lines, an estimate will be prepared and the charge based on such estimate.
3. The temporary service charge does not affect or negate any requirements that may be in effect regarding Customer deposits.
4. The temporary service charge is a one time charge designed to cover both installation and removal.
5. Electric service will be billed at the applicable rate. Though the temporary service charge for residential construction applies to a commercial contractor building a single family residence, that contractor will be billed on either General Service or Small General Service, as applicable.

**ENTERGY TEXAS, INC.**  
Electric Service

**SMALL THREE-PHASE LOADS**

Sheet No.: 26  
Effective Date: 8-3-84  
Revision: 3  
Supersedes: Revision Effective 10-16-81  
Schedule Consists of: One Sheet

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**POLICY ON SERVICE TO  
SMALL THREE-PHASE LOADS**

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Due to the substantial investment generally required to render three-phase service, where available, a connection charge of the difference in cost between three-phase service and single-phase service will be made for each new three-phase service connected where the largest three-phase motor to be served is less than 7-1/2 hp, or in case Customer has several three-phase motors, the sum of their ratings is less than 20 hp. Such connection charge will be in excess of normal connection charges detailed on Schedule MES.

There may arise cases where Company determines that a particular load, however small, should be served at three-phase, and in such case the connection charge herein may be waived. An example of situations where the connection charge would be waived would be in an area supplied by a three-phase 120/208 volt network.

Where service to Customer is also covered by the Company's Electric Extension Policy, determining any lump sum payment under the Extension Policy will be based upon facilities that were used or useful to other Customers. All costs for three-phase service, which are unique to the individual Customer, will be determined under this policy. Such costs will normally be confined to transformers, services and meters, but could include costs of some primary and secondary where such facilities could not be used to serve other Customers. In the case of a refundable extension contract, any amounts determined under this policy shall not be refundable.

**ENTERGY TEXAS, INC.**  
Electric Service

**AGREEMENT FOR  
STREET LIGHTING SERVICE**

Sheet No.: 27  
Effective Date: With consumption on and after 6-2-23  
(on an interim basis)  
Revision: 5  
Supersedes: Revision Effective 1-28-09  
Schedule Consists of: Two Sheets

**AGREEMENT**  
  
**FOR**  
  
**STREET LIGHTING SERVICE**

**Entergy Texas, Inc.**

**Customer** \_\_\_\_\_  
**Mailing Address** \_\_\_\_\_  
**Point of Service** \_\_\_\_\_



## **AGREEMENT FOR STREET LIGHTING SERVICE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Entergy Texas, Inc. (hereinafter called the "Company"), and \_\_\_\_\_ (hereinafter called the "Customer"):

THAT in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

### **ARTICLE I.**

This agreement shall continue for a period of \_\_\_\_\_ years from the date Customer first takes service hereunder, which date, subject to the provisions of Article IV and V hereof, shall be not later than \_\_\_\_\_ and shall continue thereafter until thirty days after a written notice is given by either party to the other of its desire to terminate this agreement.

### **ARTICLE II.**

In return for the consideration hereinafter described, Company agrees to operate and maintain, except as stated in Article V hereof, the street lights specifically described and located as shown on the sheet marked Exhibit 'A' which is attached hereto and is made a part of this agreement. It is agreed that lighting service will be furnished for all lights as shown on Exhibit 'A', attached, from dusk to dawn, subject to the exceptions hereinafter stated, during the period of this agreement and that Customer will receive and pay for such service hereunder in accordance with the rate schedule as shown on the sheet marked Exhibit 'B' which is attached hereto and is made a part of this agreement. Notwithstanding anything to the contrary contained in this agreement, if a rate increase or decrease should be made, applicable to the class of service furnished hereunder, by the Company, or by order or permission of any regulatory body having jurisdiction thereof, such increased or decreased rates shall be applicable to the service rendered hereunder from and after the effective date of such rate change. Bills will be rendered monthly to the Customer and the Customer agrees to take and pay the Company monthly for such street lighting service as is herein agreed, and at the rate schedules specified.

### **ARTICLE III.**

If the Customer shall make default in the performance of any of his obligations under this agreement, including payment of sums due on this agreement, the Company may suspend service, such suspension not to interfere with the enforcement by the Company of any rights under this agreement or any other legal right or remedy. No delay by the Company in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver by the Company of one of the Customer's defaults be deemed a waiver of any other or subsequent default.

#### **ARTICLE IV.**

Company shall use due diligence in the operation and maintenance of the equipment and facilities designated in Exhibit 'A' 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.

#### **ARTICLE V.**

All materials, if any, designated on Exhibit 'A' as the property of Customer shall so remain; all of said street lighting system not there designated as belonging to the Customer is, and shall remain, each and every part, the property of the Company, and may be removed, or dismantled, in whole or in part, by the Company or its assigns, upon the termination of this agreement, whether said termination occurs by election of the Company after a breach of same by the Customer, or whether such termination occurs at the expiration of the period herein agreed for this contract to run.

Upon the termination of this agreement, for any cause, the property, if any, of the Customer (which is conclusively shown upon Exhibit 'A' attached hereto) shall be returned to the Customer in its then condition and at its then installed location.

#### **ARTICLE VI.**

It is understood and agreed that the covenants of the Company herein contained are conditioned upon securing and retaining the necessary franchises, right-of-ways, and permits, at cost in its judgment reasonable and without expropriation, to enable it to render the service covered by this agreement, and the Customer agrees to furnish a right-of-way over land which is owned or controlled by the Customer, free of cost, and to aid in every way in securing other necessary right-of-ways and permits, and furnish Company's employees access to premises free of tolls or other charges when employees are on Company business.

#### **ARTICLE VII.**

This agreement, upon its date of taking effect, shall supersede all previous agreements between the Company and the Customer relative to the purchase and sale of the electric service covered by this agreement.

#### **ARTICLE VIII.**

No agreement or representation made by a representative of the Company or Customer, unless reduced to writing or incorporated herein, shall be binding upon either party.

IN TESTIMONY WHEREOF witness signature of Customer, in duplicate originals on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Entergy Texas, Inc.

By \_\_\_\_\_

**ENTERGY TEXAS, INC.**  
Electric Service

AGREEMENT FOR ELECTRIC SERVICE  
MUNICIPAL STREET LIGHTING SERVICE

Sheet No.: 28  
Effective Date: With consumption on and after 6-2-23  
(on an interim basis)  
Revision: 4  
Supersedes: Revision Effective 1-28-09  
Schedule Consists of: Two Sheets

**AGREEMENT**  
**FOR**  
**MUNICIPAL STREET LIGHTING SERVICE**

Between

\_\_\_\_\_ Of \_\_\_\_\_

and

**Entergy Texas, Inc.**

**AGREEMENT  
FOR  
MUNICIPAL STREET LIGHTING SERVICE**

THE STATE OF \_\_\_\_\_  
\_\_\_\_\_ OF \_\_\_\_\_

THIS INSTRUMENT, WITNESSETH:

THAT WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_, a municipal corporation, duly chartered under and by virtue of the laws of the State of \_\_\_\_\_, desires to enter into a contract with Entergy Texas, Inc. for the electric lighting of certain streets of the \_\_\_\_\_ of \_\_\_\_\_, and,

WHEREAS, Entergy Texas, Inc., a corporation duly incorporated under the laws of the State of Texas, also desires to contract with the \_\_\_\_\_ of \_\_\_\_\_ to furnish street lighting on certain of the streets of said \_\_\_\_\_:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the \_\_\_\_\_ of \_\_\_\_\_ of the State of \_\_\_\_\_, acting herein by and through its \_\_\_\_\_, Party of the First Part (hereinafter called the "Customer"), and Entergy Texas, Inc., Party of the Second Part (hereinafter called the "Company"), acting by and through its duly authorized representatives have made and entered into the following agreements, to-wit:

1.

This agreement, upon its effective date, shall supersede any and all previous contracts between the Company and the Customer relative to the purchase and sale of street lighting service; and no agreement or representation heretofore made by a representative of the Company or Customer, unless incorporated herein, shall be binding upon either party.

2.

In return for the considerations hereinafter described, Company agrees to provide, operate, and maintain a street lighting system in the \_\_\_\_\_ of \_\_\_\_\_ of the type generally described as overhead, with bracket type fixtures, and consisting of the street lamps specifically described and located as shown on Exhibit "A", which is attached hereto and is a part of this agreement.

3.

It is agreed that lighting service will be furnished for all lights as shown upon said Exhibit "A", from dusk to dawn, subject to the exceptions hereinafter stated, during the period of this contract and that the rates for furnishing such service will be in accordance with the schedule of rates and Terms and Conditions marked Exhibit "B", which is likewise a part of this agreement.

It is understood and agreed that the rates charged the Customer hereunder shall be the Company's standard rate schedule in effect for like conditions of service to the class of service furnished hereunder. If a rate increase or decrease should be made, applicable to the class of service furnished hereunder, by the Company, or by order or permission of any regulatory body having jurisdiction thereof, such increased or decreased rates shall be applicable to the service rendered hereunder from and after the effective date of such rate change.

4.

Company shall use due diligence in the operation and maintenance of its 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 Customer to furnish adequate police protection, acts of God or the public enemy, or other acts or conditions reasonably beyond the control of the Company. 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 the hours designated.

This agreement is to be deemed to be made by the Company only with the municipality and that no party other than the \_\_\_\_\_ of \_\_\_\_\_ in its corporate capacity shall have any rights hereunder.

5.

Bills will be rendered monthly to the Customer and the Customer agrees to take and pay the Company monthly for such street lighting service as is herein agreed, and at the rate schedules specified. If the Customer should make default in the performance of this obligation, the Company may suspend the service herein agreed, and remove said street lighting system, at its option, such suspension not to interfere with enforcement by the Company of any rights under this agreement, or of any other legal right or remedy.

No delay by the Company in enforcing any of its rights hereunder shall be deemed a waiver of such rights; nor shall a waiver by the Company on one, or more, of the defaults of the Customer be deemed a waiver of any other or subsequent default by the Customer.

6.

All of the street lighting system designated herein is, and shall remain the property of the Company, and may be removed or dismantled, in whole or in part, by the Company, or its assigns, upon the termination of this agreement, whether said termination occurs by election of the Company after a breach of same by the Customer, or whether such termination occurs at the expiration of the period herein agreed for this contract to run.

7.

If agreeable to both parties the size or lumens of any lamp or lamps in the street lighting system may be increased or decreased, the new lamp or lamps to be paid for in accordance with the Company's standard schedule of rates applicable to the new size and/or kind of light. The location of lights may be changed and/or removed at the sole expense of the Customer.

The Company agrees to install such additional street lights as may be authorized and requested by the Customer during the effective period of this agreement, provided the revenue to be derived by the Company from said additional lights is, in the opinion of the Company, sufficient to justify the cost of installing same. Street lighting service for additional lights installed under the foregoing provision will be billed in accordance with the Company's standard rate schedule applicable to the lights so installed, and said lights will become part of the street lighting system designated herein and be subject to all of the provisions of this agreement.

8.

This agreement shall be in full force and effect for \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_ A. D., 20\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_ and shall be considered renewed thereafter from year to year, unless a written notice to the contrary is given by either party to the other at least sixty (60) days prior to the expiration of the original term or of any renewal thereof; it is understood that it shall be binding upon both parties hereto and their successors and assigns, but the Customer shall not assign any of his rights under this agreement without obtaining the written consent of the Company.

9.

Under the terms of \_\_\_\_\_ passed by the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, this contract is hereby approved, ratified and confirmed by the \_\_\_\_\_ of \_\_\_\_\_, to evidence which the undersigned, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ hereby affixes his signature for and in behalf of said \_\_\_\_\_ and \_\_\_\_\_ of said \_\_\_\_\_ hereby attests same in behalf of said \_\_\_\_\_ of \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Entergy Texas, Inc.

By \_\_\_\_\_

ENTERGY TEXAS, INC.  
Electric Service

Sheet No.: 29  
Effective Date: With consumption on and after 6-2-23  
(on an interim basis)  
Revision: 7  
Supersedes: Revision Effective 10-29-12  
Schedule Consists of: Three Sheets

AGREEMENT FOR ELECTRIC SERVICE

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AGREEMENT  
FOR  
ELECTRIC SERVICE

Entergy Texas, Inc.

Customer \_\_\_\_\_

Mailing Address \_\_\_\_\_

Point of Service \_\_\_\_\_



In consideration of the mutual agreements herein contained, Entergy Texas, Inc. (Company) and \_\_\_\_\_ (Customer) hereby agree as follows:

ARTICLE I.

**TERM**

The term of this Agreement shall be for a period of \_\_\_\_ ( ) years from the date Customer first takes service hereunder, which date, subject to the Terms and Conditions Applicable to Electric Service, shall be not later than \_\_\_\_\_ ("Original Term") and shall continue thereafter on a year-to-year basis (each yearly period being a "Renewal Period"). Either party may terminate this Agreement at the conclusion of the Original Term or any Renewal Period by providing at least thirty (30) days' written notice prior to the conclusion of such Original Term or Renewal Term. Customer may terminate this Agreement prior to the expiration of the Original Term or Renewal Term only for participation in the effective Retail Open Access Pilot program, if any, subject to the receipt by Company of thirty (30) days' prior written notice. Termination shall be effective for participation in the effective Retail Open Access Pilot program, if any, at the conclusion of the last full billing cycle for Customer immediately after the receipt of 30 days' prior written notice. At the commencement of retail open access for similarly-situated customers in Company's Texas service territory, this Agreement shall be terminated without prior notice by Company to Customer whether retail open access should occur during the Original Term or any Renewal Period, irrespective of any minimum contract term requirements as set forth in the applicable rate schedules. In the event of termination of this Agreement due to the commencement of retail open access for similarly-situated customers in Company's Texas service territory, such termination shall be effective at the conclusion of the Customer's billing cycle during which retail open access commences.

When Customer's Contract Power is reduced under provisions of the Terms and Conditions Applicable to Electric Service, the original contract term or renewal term, as applicable, will be extended by a period of time equal to the period that the reduced Contract Power is in effect, but not longer than one year.

Upon termination of this Agreement, Customer shall be fully relieved of all obligations to purchase electric service from Company and Company shall be fully relieved of all obligations to provide electric service to Customer.

In no event shall Customer terminate this Agreement for the purpose of creating a new Contract Power without Company's express approval.

## ARTICLE II.

**RETAIL OPEN  
ACCESS**

In the event Customer is relieved of its obligations under this Agreement as a result of the commencement of retail open access for similarly-situated customers in Company's Texas service territory or for Customer's participation in the effective Retail Open Access Pilot program, if any, Company shall have the right to review Customer's payments to Company (excluding existing and future fuel recovery mechanisms and existing and future non-base rate cost recovery mechanisms as applicable per regulatory authority, gross charges and taxes), made prior to termination or cancellation of this Agreement and determine whether the Company, in its sole opinion and subject to rules of recovery allowed by the Public Utility Commission of Texas, has fully recovered the Company's investment in equipment and associated electrical devices necessary or desired to serve Customer. In the event that Company, in its sole opinion, determines that it has not fully recovered its investment in equipment and associated electrical devices so installed, Company shall invoice and Customer shall pay in a lump sum no later than thirty (30) days after the date of such invoice.

It is expressly understood and agreed by Customer that upon termination of the Agreement due to Customer's participation in retail open access whether as a part of a pilot program or upon commencement of retail open access, the price, terms and conditions of delivery services and certain non-bypassable fees, unrecovered fuel and purchased power costs and competition transition charges, will be established by the appropriate authorities. Customer shall be liable for such charges in accordance with the rules established by the appropriate authorities.

## ARTICLE III.

**POINT OF  
DELIVERY**

The electric energy to be supplied shall be \_\_\_\_\_ phase, Alternating Current, at a nominal voltage of \_\_\_\_\_ volts, and a nominal frequency of sixty (60) hertz, and shall be delivered at a point mutually agreed upon by both parties upon the Customer's premises situated

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

The point so agreed upon is herein called the "Point of Delivery."

## ARTICLE IV.

**CONTRACT  
POWER**

During the term of this Agreement, and subject to its provisions and the Terms and Conditions Applicable to Electric Service and applicable rate schedules and riders, Company will supply to Customer, and Customer will purchase from Company, \_\_\_\_\_ KW of electric service for the following purposes:

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

This KW amount so agreed upon is herein called the "Contract Power."

Electric service under this contract shall not exceed \_\_\_\_\_KW.

All of the electric energy supplied to the Customer shall be measured at, or corrected to, a nominal voltage of \_\_\_\_\_ volts at the Point of Delivery.

## ARTICLE V.

**RATE**

Customer agrees to pay monthly in accordance with rate schedules \_\_\_\_\_, such other rate schedules as they are and as they become applicable, and Company's Terms and Conditions Applicable to Electric Service, as such schedules may be changed from time to time by the Company as provided in the Company's Terms and Conditions Applicable to Electric Service.

## ARTICLE VI.

**TERMS AND  
CONDITIONS**

The electric service supplied by Company hereunder shall in all events be subject to the provisions of the Company's Terms and Conditions Applicable to Electric Service and Company's capacity and energy curtailment programs in effect from time to time. Such Terms and Conditions shall be filed with and subject to the jurisdiction of the regulatory authority having jurisdiction over the electric service supplied hereunder. Company shall have and hereby expressly reserves the right to change, modify, expand, and amend such Terms and Conditions from time to time, at any time, without the consent or approval of the Customer, subject to appropriate action by the regulatory authority having such jurisdiction. Customer shall have such rights as may be provided by applicable law and regulatory procedures to contest before the regulatory authority having jurisdiction whether such changes are just and reasonable.

Customer is aware that auxiliary and standby service from Company must be specifically contracted. Unless such service is designated as auxiliary and standby service in the purposes for which service is taken in Article IV Company's obligation to supply electric service shall be conditioned on such service being Customer's exclusive source of electric power for the term of this Agreement.

## ARTICLE VII.

**MISCELLANEOUS**

This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns, but the Customer shall not assign any of his rights under this Agreement without obtaining the prior written consent of the Company. This Agreement, upon its date of taking effect, shall supersede all previous contracts between the Company (or its predecessors) and the Customer relative to the supply of the electric service covered by this Agreement. No agreement or representation made by a representative of the Company or Customer, unless reduced to writing or incorporated herein, shall be binding upon either party. All electric service by the Company shall in all respects be subject to the rules, regulations, and orders of any and all regulatory authorities having jurisdiction over such service.

Unless specifically authorized by Company in writing, such authorization being subject to Company's sole discretion, Customer agrees not to participate in any programs or otherwise take service offered pursuant to filed and approved tariffs, other than those listed in Article V, Rate, for the load subject to this Agreement during the Original Term. At the conclusion of the Original Term, Customer may be eligible for participation in such programs in accordance with the terms and conditions of the applicable rate schedule and PUCT orders, regulations and rulemakings.

## ARTICLE VIII.

Unless otherwise specifically provided in the Terms and Conditions, any written notice, demand, or request, required or authorized under this Agreement shall be deemed properly given if deposited by the sending party for mailing in the U.S. Mails, postage prepaid, properly addressed to:

Company:

Customer:

Entergy Texas, Inc.  
P. O. Box 2951  
Beaumont, TX 77704  
Attention: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**The designation of the persons to be notified, or the addresses of such persons, may be changed at any time by one of the parties by written notice to the other given in the manner above set forth.**

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy Texas, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENTERGY TEXAS, INC.**  
Electric Service

AGREEMENT FOR  
ADDITIONAL FACILITIES

Sheet No.: 34  
Effective Date: With consumption on and after 6-2-23  
(on an interim basis)  
Revision: 3  
Supersedes: Revision Effective 10-29-12  
Schedule Consists of: Three Sheets and Attachment  
A

**AGREEMENT**  
**FOR**  
**ADDITIONAL FACILITIES**

**ENTERGY TEXAS, INC.**

**Customer** \_\_\_\_\_  
**Mailing Address** \_\_\_\_\_  
**Point of Service** \_\_\_\_\_

This Agreement for Additional Facilities is made and entered into on \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("Customer") and Entergy Texas, Inc., a Texas corporation ("Company") (collectively referred to as "the Parties") and shall become effective on the earlier of (a) the date on which the Additional Facilities are ready for service, (b) Customer commences receiving electric service pursuant to an Agreement for Electric Service, or (c) \_\_\_\_\_, 20\_\_ (such date being the "Effective Date").

WHEREAS, the Parties have entered into an Agreement for Electric Service, wherein Company shall provide to Customer electric service in accordance with the terms and conditions set forth therein;

WHEREAS, Customer has requested Company install facilities other than those normally furnished for like levels of service to similar customers ("Additional Facilities");

WHEREAS, Company has agreed to install the Additional Facilities, subject to the terms and conditions of this Agreement for Additional Facilities ("AFC Agreement");

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

**ARTICLE I. APPLICABLE RATE SCHEDULE**

Customer shall pay for the Additional Facilities in accordance with Rate Schedule AFC attached hereto, such other rate schedules as may become applicable, Company's Terms and Conditions Applicable to Electric Service, and the terms and conditions set forth in this AFC Agreement. Company shall have and expressly reserves the right to change, modify, expand and amend rate schedules from time to time, without the consent or approval of the Customer, subject to appropriate action by the Public Utility Commission of Texas ("PUCT") or such other regulatory authority having jurisdiction. In the event that Rate Schedule AFC is superseded, the successor rate schedule shall apply hereto without any additional need for revisions to this AFC Agreement.

**ARTICLE II. LOCATION OF ADDITIONAL FACILITIES**

Additional Facilities shall be installed to provide electric service to Customer's facilities located at \_\_\_\_\_. The Additional Facilities shall be installed at \_\_\_\_\_ and shall include but are not limited to the facilities listed on Attachment A.

**ARTICLE III. MONTHLY CHARGES**

The monthly charges under Rate Schedule AFC shall be billed in accordance with such schedule and the Terms and Conditions Applicable to Electric Service, as approved by the duly authorized regulatory body, and as amended, superseded and modified from time to time, and as set forth herein. Company reserves the right to include the Rate Schedule AFC charges on the Customer's bill for electric service or bill Customer separately for its Rate Schedule AFC charges.

Customer's current monthly payment shall be based on Customer's election of Option A or Option B (as indicated herein) and the installed cost of such Additional Facilities. In the event Customer fails to execute the election acknowledgment herein, Customer shall be deemed to have elected Option A. It is acknowledged that the initial monthly payment(s) shall be based on the estimated installed costs of such Additional Facilities in the amount displayed in Attachment A. Customer's initial monthly payment shall be subject to revision as actual costs

become available, as Additional Facilities are modified or replaced and/or pursuant to applicable regulatory orders, regulations or guidelines, irrespective of whether an amendment or modification is made to Attachment A hereto.

In the event Customer fails to tender payment in full for all charges associated with Rate Schedule AFC, Company reserves the right to discontinue Customer's electric service in accordance with the Terms and Conditions Applicable to Electric Service. In the event Company is unable to discontinue Customer's electric service for any reason, Company reserves the right to pursue and secure payment of all past due amounts through any other lawful means. Customer shall be liable for all court costs, attorney's fees and other costs associated with the collection of all past due amounts.

#### ARTICLE IV. INDEMNITY

Company shall have exclusive ownership, control of and access to said Additional Facilities and Customer will not permit its employees or agents to come in contact with said Additional Facilities. Customer shall assume all liability associated with the Additional Facilities as set forth in the "Liability" provisions of the Terms and Conditions Applicable to Electric Service.

#### ARTICLE V. TERM

##### A. Option A Term

Where the Customer requesting the Additional Facilities has elected Option A, the term of this AFC Agreement shall be from the Effective Date until the greater of (a) ten (10) years or (b) the period during which Customer receives electric service from Company. The term of this AFC Agreement shall continue thereafter on a month-to-month basis until termination of this AFC Agreement is sought by one or both parties. 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 Article VII herein, this 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. In the event that this AFC Agreement is assigned, the assignee shall continue to pay the Facilities Charge pursuant to Option A in accordance with the requirements set forth herein.

The "Original Term" of this AFC Agreement shall be the 10-year period if Customer elects Rate Schedule AFC's Option A. The "Secondary Term" of this AFC Agreement 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.

##### B. Option B Term

Where the Customer requesting the Additional Facilities has elected Option B, the term of this AFC Agreement shall be from the Effective Date until the greater of (a) the Recovery Term as set forth in Rate Schedule AFC, or (b) the period during which the Customer receives electric service from Company. The term of this AFC Agreement shall continue thereafter on a month-to-month basis until termination of this AFC Agreement is sought by one or both parties. 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 Article VII herein, this Agreement can be terminated by the mutual written agreement of both parties or, once the Recovery 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 Recovery Term or the Post-Recovery Term. In the event that this AFC Agreement is assigned, the assignee shall continue to pay the Facilities Charge pursuant to the Option B

Recovery Term as chosen by the assigning customer in accordance with the requirements set forth herein.

**ARTICLE VI. TERMINATION CHARGES**

If Customer ceases to take electric service from Company at the above location before the end of the Original Term pursuant to Option A or Recovery Term pursuant to Option B, Customer shall remain liable for all amounts owed under this AFC Agreement and shall either (a) remit payments on a monthly basis in accordance with the terms of this AFC Agreement through the conclusion of the Original or Recovery Term, or (b) remit a lump sum payment for all amounts owed through the remainder of the Original Term, said lump sum being due no later than thirty (30) days after the date of the lump sum invoice.

**ARTICLE VII. REMOVAL CHARGES**

In the event the Customer terminates this AFC Agreement prior to the conclusion of the Original Term or fails to make payments in accordance with the terms of this AFC Agreement, in addition to all other rights of recovery allowed herein or in accordance with common law, Company reserves the right to remove such Additional Facilities at Customer's expense. In the event Customer satisfies the full Original Term of this AFC Agreement, terminates the AFC Agreement in accordance with the terms of this AFC Agreement and requests in writing the removal of the Additional Facilities, Customer shall pay to Company the total estimated cost of removing the Additional Facilities. In the event Customer terminates this AFC Agreement in accordance with the terms set forth herein 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 this AFC Agreement is terminated.

**ARTICLE VIII. NOTICE**

Any notice given by either party to the other pursuant to this AFC Agreement shall be deemed validly given if deposited in the mail properly stamped with the required postage and addressed to the last known office address of the respective addressee. Either party hereto shall have the right to change any address or addressee it may have given to the other party by giving such other party due notice in writing of such a change. Until so changed, notices shall be given to the addressees at the addresses set forth below.

Customer:

Entergy Texas, Inc.

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

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



**ARTICLE IX. OWNERSHIP OF FACILITIES**

Title to all such Additional Facilities shall remain in the Company at all times.

**ARTICLE X. APPROVAL**

This Agreement is contingent upon approval by Company's designated representative.

**ARTICLE XI. MISCELLANEOUS**

This AFC Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns, but the Customer shall not assign any of its rights under the AFC Agreement without first obtaining written consent of the Company. This AFC Agreement, upon its Effective Date, shall supersede previous contracts between Entergy Texas, Inc. and any of its predecessor companies, and Customer relative to Additional Facilities. No agreement or representation made by a representative of Company or Customer, unless reduced to writing or incorporated herein, shall be binding upon either party.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**ENTERGY TEXAS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

Customer herein acknowledges its election of Option \_\_ as set forth in Rate Schedule AFC. If Customer elects Option B, the Recovery Term shall be \_\_\_\_ years, which shall not be longer than ten (10) years.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

## ATTACHMENT A

<u>DESCRIPTION</u> (inc. installation date and removal date)	<u>TOTAL COST</u>	<u>BASIS OF ALLOCATION</u>	<u>TOTAL</u> <u>ALLOCATED COST</u>
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TOTAL ESTIMATED MONTHLY FACILITIES CHARGE:

( \_\_\_ % of Allocated Cost)

\$ \_\_\_\_\_

ENTERGY TEXAS, INC.  
Electric Service

AGREEMENT AND TERMS AND  
CONDITIONS FOR PULSE METERING  
EQUIPMENT INSTALLATION

Sheet No.: 35  
Effective Date: 8-15-10  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: Two Sheets

Entergy Texas, Inc. ("Company") and \_\_\_\_\_ ("Customer") (individually, "Party" or collectively, the "Parties") hereby agree that the provision of Pulse Metering Equipment will be governed by this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's meter used for billing electric services provided by Company to Customer at **(INSERT ADDRESS)** in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box, as needed; and necessary wiring and related materials and supplies on the Company's side of the point of interconnection with Customer's equipment at a location within six inches of the Company's meter.
2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.
3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the electrical pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.
4. Company shall charge and Customer shall pay the installation charge as set forth in Rate Schedule MES as set forth below. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice. All charges shall be paid in full prior to the installation of the Pulse Metering Equipment.

Installation Charge:     \$300.00

The charge includes the installation charge and the differential cost, if any, between the existing meter and the new meter if required, and junction box (interconnection point). If additional equipment is necessary to complete the installation, additional charges will apply.

5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the Effective Date (hereinafter defined) of this Agreement. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days, Company shall provide notice to Customer pursuant to Section 11 of this Agreement. Company shall provide notice to Customer's contact person as set forth in Section 11 of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.
6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.

7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.
8. Company shall have the right to interrupt the pulse circuits.
9. This Agreement may be amended, revised, or otherwise changed by an appropriate order of the Public Utility Commission of Texas. Such amendments, revisions, or changes are herein incorporated by reference.
10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:
  - (a). Customer name;
  - (b). Service address (including city and zip code);
  - (c). Pulse data requested e.g. watt-hour, time, var-hour;
  - (d). Billing/Invoice Information, including:
    - Responsible Party;
    - Billing Address; and
  - (e). If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.
11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

**FOR COMPANY:**

Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
 Fax Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**FOR CUSTOMER:**

Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
 Fax Number: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Either Party may change the preceding designation by providing the other Party with no less than thirty (30) days written advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Terms and Conditions Applicable to Electric Service.
13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall continue on a year-to-year basis unless terminated as set forth as follows: (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.

14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.
15. 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.

**Company**                      **Entergy Texas, Inc.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer** \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENTERGY TEXAS, INC.**  
Electric Service

Sheet No.: 36  
Effective Date: 10-29-12  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: Two Sheets

AGREEMENT FOR INSTALLATION OF  
INTERVAL DATA RECORDER EQUIPMENT

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**AGREEMENT**

**FOR**

**INSTALLATION OF  
INTERVAL DATA  
RECORDER EQUIPMENT**

**ENTERGY TEXAS, INC.**

This Agreement for Installation of Interval Data Recorder Equipment is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Entergy Texas, Inc. ("ETI") and \_\_\_\_\_ ("Customer") ("Agreement").

WHEREAS, Customer is an ETI commercial customer that participates in ETI's Load Management Program;

WHEREAS, Customer acknowledges that the Interval Data Recorder Equipment ("IDR Equipment") is necessary in order to confirm and verify kilowatt demands savings associated with the Load Management Program curtailments;

WHEREAS, Customer has requested that ETI provide the IDR Equipment;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and such other valuable consideration exchanged, the receipt of which is hereby acknowledged, ETI and Customer agree as follows:

1. ETI shall provide to Customer the necessary IDR Equipment to participate in ETI's Load Management Program.
2. ETI shall maintain ownership of the IDR Equipment and shall be responsible for its installation, maintenance and replacement. ETI and its agents and representatives, including but not limited to ETI's Load Management Program administrator, shall have full access to the IDR Equipment.
3. At Customer's option, Customer shall remit payment in full for all costs associated with the IDR Equipment prior to such time as the IDR Equipment is installed. Such payment shall be based upon the appropriate charges as set forth in ETI's Rate Schedule MES ("IDR Equipment Payment"). Alternatively, Customer may request that ETI install the IDR Equipment at no initial cost to Customer. However, the IDR Equipment Payment shall be deducted by ETI from any incentive payments or other compensation payable to the Customer through the Load Management Program ("Incentive Payment"). In the event IDR Equipment Payment is greater than the total of the first Incentive Payment to be made Customer following the installation of the IDR Equipment, ETI shall deduct any outstanding balance from any subsequent Incentive Payments until such time as there is no outstanding balance owed by the Customer for the IDR Equipment Payment.
4. In the event the Customer's participation in the Load Management Program ceases for any reason whatsoever (including but not limited to Customer's voluntary withdrawal or ETI's termination of Customer's participation for breach of the terms of the Load Management Program) and Customer's balance owed for the IDR Equipment Payment has not been remitted in full to ETI, Customer shall remit such payment within ten (10) business days of ETI's submittal of an invoice. In the event Customer fails to remit payment in a timely manner, ETI reserves all rights to recovery, including but not limited to pursuit of such through all legal options. Customer shall be responsible for all legal costs associated with ETI's attempts to receive payment in full.
5. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

ENTERGY TEXAS, INC.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



ENTERGY TEXAS, INC.  
Electric Service

AGREEMENT FOR  
MARKET VALUED DEMAND RESPONSE

Sheet No.: 37  
Effective Date: With consumption on and after 6-2-23  
(on an interim basis)  
Revision: 0  
Supersedes: New Schedule  
Schedule Consists of: Four Sheets and Attachment A

### MVDR AGREEMENT

This Market Valued Demand Response ("MVDR") Agreement is made and entered into on Month Day, Year ("Effective Date"), by and between Legal Entity Name of Customer or ARC, a \_\_\_\_\_ corporation ("Participant") and Entergy Texas, Inc., a Texas incorporated company ("Company") (each a "Party," and collectively the "Parties").

**WHEREAS**, Participant wishes to enter into an MVDR Agreement with Company for service available under Company's Rider MVDR ("Rider MVDR"), or any successor schedule approved by the Public Utility Commission of Texas, in order to provide one or more type(s) of demand response ("DR") product(s) in the Midcontinent Independent System Operator, Inc. ("MISO") wholesale markets.

**WHEREAS**, as defined for purposes of Rider MVDR and this Agreement, Participant includes either one or more qualifying Customer Point(s) of Delivery with firm load(s) or an Aggregator of Retail Customers ("ARC") who aggregates one or more qualifying Customer Point(s) of Delivery with firm load(s) for the sole purposes of providing a DR resource(s) to Company for participation in MISO's wholesale markets. Customer Point(s) of Delivery with firm load(s) are listed in Attachment A.

**NOW, THEREFORE**, for and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

#### ARTICLE I. GENERAL TERMS AND CONDITIONS

**A. Definitions.** Rider MVDR refers to applicable terms that are, in some cases, further defined in the MISO Business Practice Manuals ("BPMs") currently in effect and/or MISO FERC Tariff. Definitions contained in Rider MVDR, Company's current Service Policy, MISO BPMs, and MISO's FERC-approved tariff are incorporated herein by reference.

**B. Timing.** Provision of Participant's DR resource(s) in MISO and service under Rider MVDR shall commence upon the later of (1) the Effective Date of this Agreement, (2) installation and operational readiness of required electric metering and communication equipment and collection of any data required in the registration process, and/or (3) full acceptance of the DR resource(s) registration and offer by MISO. Timing of registration and full participation by DR resource(s) in MISO's wholesale markets will be subject to MISO's planning cycles and normally scheduled market model updates in accordance with MISO BPMs and the MISO FERC Tariff.

**C. Communications.** Company may utilize either telephone or electronic communication as the primary means to notify Participant of events and to process updates. This mechanism for communication may be altered at the sole discretion of Company. Participant will be responsible for providing its own Internet access, a phone number, and a dedicated email address to be used for communications from Company. Participant is responsible for notifying Company in the event that the agreed-upon communication method is temporarily unavailable and will provide Company with an alternate form of communication. Participant must provide and maintain 24-hour contact information.

**D. Metering.** If Participant does not have an adequate interval data recording electric meter capable of providing the load metering frequency and telemetry required by Company and by MISO in the

applicable BPM for each participating Point of Delivery or a more frequent interval, adequate metering will be installed by Company at the Participant's expense before participation may begin.

**E. Additional Equipment.** As may be necessary for certain DR resource types, Participant is responsible for installing and maintaining any necessary equipment, telemetry, and communications capabilities to facilitate provision of any DR resources in the MISO market in conjunction with Rider MVDR and this Agreement.

**F. Testing.** Participant must demonstrate load reduction capability as specified by MISO's applicable requirements in the applicable BPM and MISO FERC Tariff.

## ARTICLE II. DRR TYPES I AND II ENERGY MARKET PROCESS

**A. Default Demand Response Offer.** Participant will establish a default Demand Response Offer consistent with applicable MISO requirements that will be submitted by Company to MISO in the MISO Day-Ahead and Real-Time Markets.

**B. Updates to Demand Response Offer Received by Company's Deadline for Day-Ahead Market Participation.** Participant may update the parameters of its Demand Response Offer. In order to be incorporated into the Day-Ahead Market, Company must receive Participant's updated Demand Response Offer by 8:00 AM CPT the day before the Operating Day the offer update is to be effective. Unless otherwise requested by Participant, these updated Demand Response Offer parameters will be used for the Participant's Real-Time Market offer for the following day only. Updated Demand Response Offer parameters will be effective only for the specified day and will not replace the Participant's default Demand Response Offer going forward unless requested by Participant. Company may alter Participant's Demand Response Offer by increasing the resource's notice time to allow Company time to communicate MISO instructions to Participant.

**C. Updates to Demand Response Offer Received after Company's Deadline for Day-Ahead Market Participation.** Demand Response Offer changes received by Company after 8:00 AM CPT the day before the Operating Day will be included by Company in the resource's Real-Time Market offer. Company will employ commercially reasonable best efforts to reflect Demand Response Offer changes in the resource's Real-Time Market offer within 2 hours upon receipt of such a request. Updated Demand Response Offer parameters will be effective only for the specified day and will not replace the Participant's default Demand Response Offer going forward unless requested by Participant. Company may alter Participant's Demand Response Offer by increasing the resource's notice time to allow Company time to communicate MISO instructions to Participant.

**D. Event Notification.** For all DRR products, Participant must be capable of receiving and acknowledging start and stop instructions through electronic, telephonic, or other means to be determined by Company. For DRR Type II Resources, Participant must be capable of receiving and following MISO dispatch instruction, which will be relayed to Participant by Company through electronic means to be determined by Company.

**E. Offered Demand Response Must be Achievable.** Participant must specify a "Not Participating" status if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. If Participant cannot provide the offered load reduction amounts, Participant must immediately notify Company and submit an updated Demand Response Offer reflecting their physical capability. Participant's failure to immediately notify the Company of an inability to provide the offered load reduction amounts will subject Participant to the penalties described in Articles V and VIII, including suspension and/or termination of this MVDR Agreement. Participant's ability to provide the offered load reduction amount is subject to verification by Company and by MISO.

### ARTICLE III. LMR AND EDR CURTAILMENT PROCESS

**A. Default Demand Response Offer.** Participant will establish a default Demand Response Offer consistent with applicable MISO requirements that will be submitted by Company to MISO in MISO's LMR or EDR offer processes, as applicable.

**B. Updates to Demand Response Offer.** Participant may update the parameters of its Demand Response Offer. For EDR resources, Participant must submit updated offers by 8:00 AM CPT the day before the Operating Day the offer change is to be effective. For LMR resources, Participant may update its Demand Response Offer at any time up to 6 days in advance of the Operating Day, and Company will employ commercially reasonable best efforts to reflect these changes in the resource's Demand Response Offer within 2 hours upon receipt of such a request. Company may alter Participant's Demand Response Offer by increasing the resource's notice time to allow Company time to communicate MISO instructions to Participant.

**C. Event Notification.** Company will notify Participant within 2 hours after receiving information on cleared Demand Response Offers for LMRs or EDRs from MISO regarding Participant's offer submitted through Company.

**D. Offered Demand Response Must be Achievable.** For LMRs, Participant must specify 0 MW available for LMRs if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. For EDRs, Participant must conform to EDR offer requirements, which currently includes setting the Maximum Demand Reduction as 0 MW or setting the Daily Availability as "No", if load reduction is unavailable due to a forced or planned outage/shutdown or other physical operating restriction. If Participant cannot provide the offered load reduction amounts, Participant must immediately notify Company and submit an updated Demand Response Offer reflecting Participant's physical capability. Participant's failure to immediately notify the Company of an inability to provide the offered load reduction amounts will subject Participant to the penalties described in Article V and VIII, including suspension and/or termination of Participant. Participant's ability to provide the offered load reduction amount is subject to verification by Company and by MISO.

### ARTICLE IV. REGISTRATION AND PLANNING RESOURCE AUCTION ("PRA") PARTICIPATION

**A. Registration.** For DRRs, Participant must submit all information required by MISO for market registration at least 60 days prior to the applicable MISO deadline for the quarterly commercial model update in which Participant wants to register as a DRR. For LMRs and EDRs, Participant must submit all information required by MISO for registration at least 30 days prior to the applicable MISO deadline. All testing of LMRs as may be required by MISO, which will require interaction between Company and Participant, must be completed before the 30-day deadline.

**B. PRA Participation.** Participant may offer into the MISO PRA and be cleared by MISO as a Capacity Resource. PRA participation may be accomplished as an LMR (including dual registration as a DRR Type I, DRR Type II, or EDR) or as a DRR Capacity Resource.

**C. Capacity Market Offer.** Participant who desires to offer capacity in the MISO PRA must submit a PRA Offer to Company at least 30 days before the MISO PRA offer window closes. Company will submit such PRA Offer to MISO on Participant's behalf. If Participant's PRA Offer is cleared by MISO, then Participant must comply with the resulting obligations to make energy reduction available to MISO throughout the applicable capacity commitment period.

### ARTICLE V. SETTLEMENTS & AVAILABILITY NOTIFICATION

**A. Participant Charge for Updated Demand Response Offer Parameters.** Participant may update its Demand Response Offer twice per calendar month at no additional cost to Participant. Company will impose a \$50 charge for each subsequent change after the second change that occurs within the same

calendar month. Offer updates may be completed without the incurrence of a \$50 charge if the offer update only includes changes to the availability of the DR resource.

**B. Load Reduction Obligation.** Participant is obligated to reduce load as communicated by Company in accordance with MISO instructions. Deviations in any load reduction above or below the MISO instruction may result in penalties for failure to perform as described in the applicable MISO BPMs.

**C. Baseline and Verification.** Company will utilize the default calculated baseline method, as this term or its successor term is used in the applicable MISO BPMs, specified by MISO for DR resources providing energy to calculate the Consumption Baseline. As mutually agreed upon by Participant and Company, a Weather Sensitive Adjustment, as defined by MISO, may be incorporated. Alternatively, upon mutual agreement of Participant and Company, a custom baseline calculation acceptable to MISO may be used to determine the Consumption Baseline. The Consumption Baseline will be calculated as data is available and provided to MISO and Participant within the guidelines specified by MISO in the applicable BPMs. If available, the baseline load or an estimated baseline load will be communicated to Participant prior to the event.

**D. Monthly Settlements.** Participant will be eligible for compensation for energy-only load reduction for participating in an event when cleared and dispatched by MISO in the MISO Day-Ahead and Real-Time Markets and/or for qualifying amount of capacity registered and cleared as an LMR or as a DRR Capacity Resource in MISO's PRA. MISO settlement information will be used as the basis to establish Participant compensation. Subject to the provisions of Rider MVDR, Company will retain 10% of the Monthly MISO Settlement Amount to cover Company's administrative costs. The Monthly MISO Settlement Amount is defined as any MISO revenues or charges related to participation under this MVDR Agreement received during the monthly billing period, including any applicable fees and/or penalties assigned by MISO that are specific to such participation. The treatment of net charges, fees, and/or penalties shall be as set forth in Article V(E). In no event shall Company's retained share be reduced below zero.

**E. Penalty for Failure to Perform.** Subject to Section IV(B) of Rider MVDR, Participant shall be solely responsible for any and all net charges, fees, and/or penalties ("Penalties") imposed on Company by MISO relating to participation in the MISO markets, except for those arising from Company's gross negligence or failure to perform as directed by MISO. Any such payment to Company must be made within 30 days of invoice. If MISO imposes any Penalties on Company related to Participant's resource, they will be included in the Monthly MISO Settlement Amount. In addition to requiring Participant to pay the Penalties assessed by MISO, which are included in the Monthly MISO Settlement Amount, Company will retain or invoice Participant the greater of (1) 10% of the Monthly MISO Settlement Amount (as defined in Article V(D)) or (2) \$500 for that billing period to recover Company's administrative and related costs for determination and allocation of any fees and/or penalties. If the Monthly MISO Settlement Amount is a net revenue less than \$500, then Company will retain the Monthly MISO Settlement Amount and invoice Participant for the remainder of the \$500 administrative fee owed to Company. If the Monthly MISO Settlement Amount is a net charge, then Company will invoice Participant for the Monthly MISO Settlement Amount plus the \$500 administrative fee owed to Company. Participant's failure to perform consistent with this MVDR Agreement may also result in suspension or termination as set forth in Article VIII.

**F. Timing of Compensation.** Depending on applicable billing cycle(s), when DR events occur, and timing of MISO settlement statements, Participant's compensation under this Agreement may be delayed beyond 30 days.

**G. Participant Operational Issues.** Compensation is not provided for any load reduction planned or unplanned for any reason other than notification by Company to Participant of a cleared Demand Response Offer in the MISO Day-Ahead and Real-Time Markets and/or for qualifying amount of capacity registered and cleared as an LMR or as a DRR Capacity Resource in MISO's PRA. Participant shall not receive compensation for any MISO-called event during which Participant's firm load(s) is already reduced from the applicable Consumption Baseline due to planned or unplanned outage as a result of renovation, repair, refurbishment, maintenance outage, force majeure event, strike, or any event that otherwise affects Participant's normal operating condition.

**H. Maintenance.** Participant must inform Company in a timely manner of any planned or unplanned maintenance or other activities that will significantly change the Participant's available energy.

**I. Interruption of Service.** If electric service is interrupted during a MISO-called event, Company shall not be responsible for compensating Participant for energy reductions in excess of the amount received by Company from MISO. In addition, Participant will not be exposed to any charges for excessive energy from MISO. Electric service may be interrupted without limitation for accidents, adverse weather, equipment failures or malfunctions, or periods of involuntary load curtailment. Additionally, Participant shall not receive any compensation for any event excluded pursuant to the applicable MISO BPMS.

**J. Daily Curtailment Limit.** If Participant desires only one curtailment event to be permitted per day, then Participant must set offer parameters including minimum and maximum interruption durations and minimum non-interruption intervals to the appropriate values. Company will not otherwise restrict DR resource participation in MISO wholesale markets to only one curtailment event per day.

#### **ARTICLE VI. ASSIGNMENT**

Neither Party shall assign this MVDR Agreement or any portion thereof without the written consent of the other Party, and any attempted assignment or transfer without such written consent shall be of no force or effect. As to any permitted assignment: (a) reasonable prior notice of any such assignment shall be given to the other Party; and (b) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing.

#### **ARTICLE VII. FORCE MAJEURE**

For purposes of this MVDR Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of United States, the State of Texas, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this MVDR Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this MVDR Agreement are affected by the Force Majeure (other than any obligations incurred prior to or separate from the Force Majeure event) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

#### **ARTICLE VIII. CONTRACT PERIOD, SCHEDULE AMENDMENTS, AND CONTRACT TERMINATION RIGHTS**

The initial term of this MVDR Agreement will be for twelve months from the later of (1) the Effective Date of this MVDR Agreement or (2) the month and year the DR resource type(s) are registered with MISO and

fully participating in the market, or for resources with a cleared PRA offer, through the end of the capacity commitment period. The capacity commitment period is defined as the planning period associated with MISO's capacity auction for which the Participant's DR product cleared. Participation will renew after the initial term on an annual basis until and unless Company or Participant gives notice of termination of this MVDR Agreement through a minimum of 60-day written notice. Notice may be given by either Party at least 60 days prior to the end of the initial term. In the event the Commission approves any amendment or replacement or successor to Rider MVDR ("Amended Schedule"), and the provisions of the Amended Schedule conflict with the provisions of this MVDR Agreement, then the former shall govern.

If the Participant fails to comply with Rider MVDR and/or this MVDR Agreement during a MISO-called event, Company and Participant will discuss methods to comply during future MISO-called events. If Participant fails to perform consistent with this MVDR Agreement including, but not limited to, failure to make timely payment of any net charges, fees, and/or penalties owed per Article V (D) and/or (E), or if there are system reliability issues created by the Participant's failure to adequately perform, Company may at its option suspend participation for 90 days or terminate this MVDR Agreement. Participation will also terminate immediately upon notification to Company from MISO that the Participant is no longer eligible to participate in MISO's wholesale markets. If this MVDR Agreement is terminated prior to the conclusion of a given capacity commitment, Participant will be required to replace the full amount of capacity.

#### **ARTICLE IX. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Participant and Company shall indemnify, defend and hold harmless the other Party and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees ("Claim"), resulting from (a) any breach of the representations, warranties, covenants and obligations of either Party under this Agreement, (b) any act or omission of either Party, whether based upon that Party's negligence, strict liability or otherwise, in connection with the performance of this MVDR Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to either Party's performance or non-performance under this MVDR Agreement. Neither Party to this MVDR Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this MVDR Agreement.

#### **ARTICLE X. DISPUTES**

In the event of any dispute between the Parties arising out of or relating to this MVDR Agreement, the Parties agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this MVDR Agreement.

#### **ARTICLE XI. ENTIRETY OF AGREEMENT**

This fully executed MVDR Agreement constitutes the entire and only agreement between the Parties hereto with reference to the subject matter hereof and supersedes all previous understandings whether written or oral.

ARTICLE XII. **NOTICES**

Any notice, consent, or other communication concerning this MVDR Agreement shall be properly given when deposited in the United States Mail, postage prepaid, registered or certified, and addressed as follows:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Entergy Texas, Inc.  
350 Pine Street,  
Beaumont, Texas 77701.

**PARTICIPANT**

**ENTERGY TEXAS, INC.**

By: \_\_\_\_\_  
*Signatory Title*  
\_\_\_\_\_

By: \_\_\_\_\_  
*Signatory Title*  
\_\_\_\_\_

Attest: \_\_\_\_\_  
*Signatory Title*  
\_\_\_\_\_

Approved: \_\_\_\_\_  
*Signatory Title*  
\_\_\_\_\_

Date of Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

**ATTACHMENT A - Customer Point(s) of Delivery with firm load(s)**

		1	2	3	4	5	6	7	8

**\*Registration Options**

1. DRR only
2. DRR Capacity Resource (includes a must offer obligation in the Day Ahead Market)
3. LMR/DRR dual-registration
4. EDR only
5. LMR/EDR dual-registration
6. DRR/EDR dual-registration
7. LMR only
8. DRR/LMR/EDR triple registration

For all resources, specify Curtailment Amount or Firm MVDR Demand



ENTERGY TEXAS, INC.  
Electric Service  
Texas

COMMISSION ORDER SETTING  
INTEREST RATE

Sheet No.: 31  
Effective Date: 1-1-23  
Revision: 32  
Supersedes: Revision Effective 1-1-22  
Schedule Consists of: One Sheet

PROJECT NO. 45319

SETTING INTEREST RATES FOR  
CALENDAR YEAR 2023

§  
§  
§

PUBLIC UTILITY COMMISSION  
OF TEXAS

### ORDER

This Order establishes the interest rate for deposits held by utilities for calendar year 2023 as required by section 183.003 of the Texas Utilities Code. This Order also establishes the interest rate for overbillings and certain underbillings by a utility for calendar-year 2023 as required by 16 Texas Administrative Code § 25.28(c) and (d), § 25.480(d) and (e), and § 26.27(a)(3) and (b)(4). The Commission orders the following:

1. The interest rate for calendar-year 2023 on deposits held by utilities is set at 1.36 percent.
2. The interest rate for calendar-year 2023 for overbillings and certain underbillings by a utility is set at 1.19 percent.

Signed at Austin, Texas the 3rd day of November 2022.

PUBLIC UTILITY COMMISSION OF TEXAS

  
WILL MCADAMS, COMMISSIONER

  
LORI COBOS, COMMISSIONER

  
JIMMY GLOTFELTY, COMMISSIONER

  
KATHLEEN JACKSON, COMMISSIONER