

ENTERGY GULF STATES, INC.
ELECTRIC SERVICE
Louisiana

SCHEDULE EAPS

Section No.: III
Section Title: Rate Schedules
Revision: 5 effective 9-28-05
Supersedes: EAPS Revision 4 effective 4-5-04
Schedule Consists of: Four Pages

EXPERIMENTAL ECONOMIC AS-AVAILABLE POWER SERVICE

I. APPLICABILITY

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

II. AVAILABILITY

This schedule is available upon request, for a minimum of 5,000 kW on an hourly basis, provided that (1) the Company reserves the right to limit the amount of power sold under this rate and (2) the Company reserves the right to discontinue this rate in its entirety upon thirty (30) days written notice to all Schedule EAPS customers. The Company also reserves the right to limit the availability of power sold under this rate in accordance with § VIII.

III. MODIFICATION OF REGULAR RATE SCHEDULE

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

IV. DETERMINATION OF BILLING DEMANDS AND ENERGY

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

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

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

B. Customers without a Contract for Firm Power

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

V. ENERGY CHARGES

Energy shall be sold hour by hour at the price agreed upon by Customer and Company as described in § VII Notification of Offer by Customer. The monthly billing for such energy shall be calculated as the energy taken under Schedule EAPS in each hour multiplied times the price agreed upon by Customer and Company for that hour. The Company's hourly incremental cost for energy supplied pursuant to this schedule will be credited to the fuel and purchased power costs recovered by the Company's retail fuel adjustment.

VI. MONTHLY MINIMUM PAYMENT

A monthly program administration charge of \$150.00 shall apply for each customer contracting for EAPS. A Customer contracting for service under firm rate schedules and under Schedule EAPS shall pay a minimum amount for service under the firm schedules, exclusive of Schedule EAPS, in any month that power is taken under Schedule EAPS. The base rate revenues in the current month shall not be less than the base revenues derived by applying the current base rate charges to the corresponding base period month billing determinants adjusted as necessary for rate structure changes. The base period shall be the twelve-month period prior to the effective date of the Customer's initial contract for Schedule EAPS. Base revenues will be compared between the base period month and the current month. Both base energy charge revenues and base billing load charge revenues will be compared separately to determine if the minimums have been met. Any billing adjustment required to satisfy the monthly minimum payment shall be made in the current billing month. Firm rate schedules and associated riders exclusive of Schedule SSTS, standby, auxiliary, and maintenance service will be included in the determination of the monthly minimum payment. The monthly minimum payment is applicable if power is taken under Schedule EAPS during any hour in the billing month.

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

VII. NOTIFICATION OF OFFER BY CUSTOMER

Customer must notify Company's system operator regarding any and all Schedule EAPS transactions. Customer will provide notice of offer to Company of a price, volume and term for which Customer is willing to take power under Schedule EAPS. The price shall be quoted in \$/MWH. The term shall include the start time and duration. Terms can only start at the beginning of an hour and end at the end of an hour. The volume shall not be less than 5 MW and must be in increments of not less than 1 MW. Prior to commencement of a transaction, Company shall confirm to Customer whether Company is willing to sell power under such terms. Absent such confirmation, a proposed transaction is denied. EAPS power is provided on an as-available basis. Customer is not obligated to consume such power scheduled and Company may discontinue a confirmed schedule at any time as provided in § VIII, Provisions for Availability.

Company will only confirm Customer transactions under Schedule EAPS where the price Customer is willing to pay exceeds Company's estimated incremental cost to supply such transaction, including loss factors and margin.

VIII. PROVISIONS FOR AVAILABILITY

- A. Customer will discontinue taking service under Schedule EAPS upon notification by the Company. Company will provide verbal notice to Customer that Schedule EAPS service will be discontinued. Such notice will be provided to Customer a minimum of 1 (one) hour prior to the Company discontinuing Schedule EAPS Service.
- B. Availability of Schedule EAPS shall be at the discretion of the Company as the Company deems necessary in, but not limited to, maintaining service to firm loads, avoiding establishment of a new system peak, maintaining service integrity in the area or other situations when reduction in load on the Company's system is required.
- C. All load remaining after the notification period shall be considered firm load and billed according to the applicable firm rate for one year and subject to all billing provisions including demand ratchets and minimums, notwithstanding any earlier scheduled termination of Customer's contract for service under this or any other schedule.

IX. CONDITIONS OF SERVICE

- A. Customer may not use this schedule in lieu of firm, standby, maintenance or auxiliary service.
- B. Company will not be required to install additional facilities to serve Customer.
- C. Customer shall not resell or share any energy purchased under this schedule. If a Customer obtains the right to sell excess power on the wholesale market, Schedule EAPS may be taken only when on-site generation has been backed down by at least the amount of the EAPS energy purchased during the period of the wholesale market sale. Customer must provide adequate metering to determine compliance with this requirement.

- D. Service will be supplied under this rate only to Customers having both their load and generation behind a single meter capable of recording power flow in or out.
- E. The voltage specific loss factors used in this rate shall be based on the loss factors utilized in the Company's most recent general rate case.
- F. Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

X. GROSS MONTHLY BILL AND PAYMENT

The gross monthly bill for service furnished for which payment is not made within twenty days of the billing date shall be the Net Monthly Bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such gross monthly bill above \$50.00. If the monthly bill is paid prior to such dates, the Net Monthly Bill, including all adjustments under the rate schedule and applicable riders, shall apply.