

**ENTERGY GULF STATES, INC.**  
ELECTRIC SERVICE  
Louisiana

SCHEDULE MSS

Section No.: III  
Section Title: Rate Schedules  
Revision: 3 effective 9-28-05  
Supersedes: MSS Revision 2 effective 3-12-93  
Schedule Consists of: Two Pages

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**RIDER TO SCHEDULES GS, LPS AND HLFS  
FOR MAINTENANCE OR SHORT TERM SERVICE**

(The term "Maintenance Service" appearing in  
this Schedule MSS shall include Short-term Service)

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**I. APPLICABILITY**

This rider is applicable under the regular terms and conditions of the Company to Customers contracting for electric service under the respective regular rate schedule who desire Maintenance Service subject to its availability in order to continue production or manufacturing processes while Customer's generating unit or units are out of service for scheduled maintenance or scheduled inspection. Maintenance Service is over and above firm Contract Power Service.

**II. AVAILABILITY OF MAINTENANCE SERVICE**

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

**III. MODIFICATIONS TO REGULAR RATE SCHEDULES**

The regular rate schedules are modified by this rider schedule as follows:

- A. Customer will be billed for at least one day of Maintenance Service for any single scheduling thereof.
- B. The Billing Load for any whole monthly billing period or part of any monthly billing period during which Maintenance Service is scheduled will be the highest measured 30-minute interval load in kW established during such period, but will be not less than 90% of maximum kW scheduled whether taken or not, nor less than Customer's currently effective Contract Power.
- C. Where Maintenance Service was scheduled to begin or end on other than a regular monthly meter reading date, the monthly bill (including all applicable adjustments) will be computed on a prorated basis with the Billing Load which includes Maintenance Service effective only for the days Maintenance Service was scheduled.

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(Continued on reverse side)

- D. For purposes of determining Contract Power and off-peak Contract Power Maintenance Service will have no effect.
- E. The first sentence of the "Use of Service" section is eliminated from the regular rate schedules.
- F. The "Fuel Adjustment" of the regular rate schedule is modified only with respect to the energy supplied for Maintenance Service hereunder. For such Maintenance Service energy the following "Fuel Adjustment" will apply:

The charge per kWh in any month will be the incremental cost of fuel and/or purchased power required to furnish the Maintenance energy sold under this schedule.
- G. The charges for Maintenance Service will not be used to satisfy the net annual minimum charge payment under Rate Schedule AS.
- H. Interruptions or curtailments of Maintenance Service will not serve to satisfy interruptions of Interruptible power under Schedule IS.

#### **IV. FACILITIES**

It is intended that Maintenance Service will be provided from and through Company's facilities installed to provide or safeguard regular firm service but which facilities have spare capacity at time Maintenance Service is rendered. Company is not obligated to provide transformers or any other plant facilities over and above those required to provide regular firm power service, except under mutually agreeable special arrangements.

#### **V. CONDITIONS OF SERVICE**

- A. Customer and Company will agree on operating procedures, and control and protective devices which will limit the taking of power from Company's system to amounts which will not adversely affect service to Company's other Customers. When Customer's generating equipment is operated in parallel with Company's system, suitable relays, control and protective apparatus will be furnished and maintained by Customer in accordance with specifications agreed to by Company, and subject to inspection by Company's authorized representatives at all reasonable times.
- B. This rider schedule contemplates that Customer will not supply power into Company's system. No meters will be installed to register any unintentional or incidental flow into Company's system and Company will install ratchet or equivalent devices on its metering equipment to prevent reverse registration.
- C. The term of any contract for service under this rider schedule shall be such as may be agreed upon but not less than one year.
- D. Customer will maintain a lagging power factor of 0.9, or higher, at all times. If necessary to install corrective devices to maintain such power factor Customer will provide and maintain such corrective devices.
- E. Where use of service includes recurring switching of load to Company's system, normally supplied from Customer's generating facilities, for intervals shorter than 30-minutes, Company may determine Billing Load by metering at shorter intervals.