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**RATE FOR RENEWABLE ENERGY PILOT PURCHASES**


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**I. AVAILABILITY**

Schedule REP is available at the Seller's request and at the discretion of Entergy Gulf States Louisiana, L.L.C. ("Company") on a first come first served basis up to the Renewable Capacity Cap. The Company reserves the right to discontinue or suspend at any time the availability of Schedule REP for reasons beyond the Company's reasonable control, including, but not limited to, the disallowance of costs by any regulatory authority.

**II. APPLICABILITY**

Schedule REP is applicable to any Seller owning or operating a Qualifying Renewable Generator.

**III. DEFINITIONS****A. New Renewable Resources**

New Renewable Resources are eligible electric generation resource options as listed in Section 5.1, and as further defined in Section 5.2, of Louisiana Public Service Commission General Order No. 12-09-10 (R-28271-A Subdocket B) (Corrected) dated December 9, 2010 (hereinafter referred to as "LPSC G.O. No. 12-09-10").

**B. Qualifying Renewable Generator**

A Qualifying Renewable Generator is an electric generator powered by New Renewable Resources that has a design capacity between 25 kW and 5,000 kW, physically delivers electricity to Company, and meets all of the requirements of LPSC G.O. No. 12-09-10. A Qualifying Renewable Generator must interconnect directly with the Company as provided in § IV below. The Qualifying Renewable Generator must also qualify under Subchapter K, Part 292, Subpart B of the Federal Energy Regulatory Commission's Regulations that implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978.

**C. Seller**

A Seller is a developer owning or operating a Qualifying Renewable Generator who agrees to sell and deliver as-available energy to Company from New Renewable Resources under standard terms and conditions described in § VI below. Seller is prohibited from contracting with Company under Schedule REP while separately and simultaneously contracting with Company for that same generating capacity in conjunction with a long-term request for proposal process for renewable resources.

**D. Renewable Capacity Cap**

The Renewable Capacity Cap is 30,000 kW.

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#### **IV. INTERCONNECTION COSTS**

Each Seller shall be obligated to pay all interconnection costs directly related to the installation of the physical facilities necessary to permit interconnected operations qualifying for Schedule REP as detailed in the Agreement for Interconnection and Purchased Power from a Qualifying New Renewable Resource ("Agreement").

#### **V. METERING AND METER READING**

Monthly Energy Payments by the Company to the Seller shall be for energy delivered during calendar month periods. Metering will be by a secondary or primary voltage Interval Data Recording (IDR) meter installed by the Company at the Seller's expense and paid in advance. The Company can transmit the collected interval data through a dedicated telephone line provided by the Seller and at the Seller's expense or, at the Seller's request, by wireless communication. Such wireless communication is offered and charges will be billed pursuant to the Company's Remote Communications Link Rider, Schedule RCL, or its successor.

#### **VI. AGREEMENT TERMS**

In conjunction with LPSC G.O. No. 12-09-10, Seller may execute an Agreement for a maximum delivery term of five (5) years ("Original Term"). If Seller chooses to cancel delivery under the Agreement before the completion of such term, any amounts owed for delivered energy not then paid by the Company to the Seller shall become due and payable immediately. Seller and Company each has the option to terminate the Agreement at the end of its term (irrespective of whether such agreement is in its Original Term or Renewal Term) if a minimum of thirty (30) days written notice is provided.

Upon termination of the Agreement, payments for energy will revert to standard avoided cost payments for qualifying facilities unless the LPSC determines otherwise and the Agreement is thereby extended in "evergreen" status for successive one-year terms (each individual one-year period being a "Renewal Term"); any such avoided cost payments would be subject to the requirements of LPSC Order No. U-22739, dated February 27, 1998, as supplemented by Order No. U-27469-B (Corrected) dated August 15, 2006.

The Agreement and the parties thereto will continue to be subject to any subsequent or superseding LPSC Orders which extend, amend or terminate the Renewable Energy Pilot Program as governed by LPSC G.O. No. 12-09-10, and which Orders may consequently amend the terms and conditions of the Agreement.

#### **VII. MONTHLY BILL**

##### **A. Monthly Energy Payments by Company to Seller**

All energy delivered by Seller as measured at the Company's meter shall be paid for at the Company's hourly avoided cost as calculated per LPSC Order No. U-22739 dated February 27, 1998, as supplemented by Order No. U-27469-B (Corrected) dated August 15, 2006, plus an adder of \$0.03 per kilowatt-hour for the associated renewable energy premium, also referred to as a Renewable Energy Credit ("REC"), but in no event shall the price paid to Seller be less than \$0.06 per kilowatt-hour or greater than \$0.12 per kilowatt-hour during any hour.

Seller shall have, on reasonable notice, the right of access during normal working hours to all log books, metering records and any documents which Company is

required to compile and report to regulatory authorities to establish recovery for fuel and / or purchased power cost.

In no case shall the Company make payments that are greater than the amount the Company is allowed to recover from its ratepayers for the energy purchased from Seller through the operation of the fuel adjustment in the Company's tariffs and/or under the rules and orders of the appropriate regulatory authorities which have jurisdiction and which rules or order pertain to the recovery of fuel and purchase power costs.

Payments for energy delivered by the Seller to Company will not be credited against charges owed for purchases of energy by the Seller from the Company. Sales and purchases will be considered separate transactions for purposes of payment and billing. However, Company will not make payments to Seller until and unless past due charges owed by Seller have been satisfied.

**B. Monthly Charges Payable by Seller to Company**

(1) Service Charge

Seller will pay a Service Charge of \$40 per month to recover Company's billing, metering, administrative and other related expenses necessary to maintain service to the Seller.

(2) Facilities Charge

When the Company by agreement furnishes and maintains the substation and related facilities at the point of delivery serving the Seller, or when the Seller requests and Company agrees to install facilities other than those paid for in § IV, the Seller will pay to the Company a net monthly Facilities Charge based on the investment by Company in such facilities. The net monthly Facilities Charge for all facilities provided and maintained by the Company and included in contracts will be billed in accordance with Schedule AFC.

**VIII. BILLING**

The Company shall send a statement and payment (if applicable) to the Seller on or before the 30th day after the Seller's meter is read. The statement shall include the kilowatt-hours delivered to the Company during the previous monthly billing period, the amount of the per unit energy payments for the month, and any applicable charges. Any payment for service furnished or received shall be due within 20 (twenty) days of the invoice date.