## **SECTION III RATE SCHEDULES**

**ENTERGY TEXAS, INC.** 

Electric Service

Sheet No.: 47

Effective Date: 6-30-12

Revision No.: 13

Supersedes: AFC Effective 8-15-10 Schedule Consists of: Two Sheets

SCHEDULE AFC

## ADDITIONAL FACILITIES CHARGE RIDER

### I. DESCRIPTION

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

## II. OPTION A

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

# III. OPTION B

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

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

# IV. SUBSEQUENT MODIFICATIONS, ADDITIONS AND REPLACEMENTS

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

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

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

#### V. TERM OF AGREEMENT

## A. OPTION A TERM

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

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

# **SECTION III RATE SCHEDULES**

## **ENTERGY TEXAS, INC.**

Electric Service

SCHEDULE AFC (Cont.)

Sheet No.: 47A

Effective Date: 6-30-12

Revision No.: 13
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### ADDITIONAL FACILITIES CHARGE RIDER

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

#### **B. OPTION B TERM**

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

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

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

# VI. REMOVAL CHARGES

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

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

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

## VII. PAYMENT

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