

**ENTERGY TEXAS, INC.**  
Electric Service

RIDER SCHEDULE CGS

Sheet No.: 105  
Effective Date: 12-3-2022 (implemented 6-2-2023)  
Revision: 3  
Supersedes: CGS Effective 10-17-18  
Schedule Consists of: Six Sheets Plus Appendixes A  
and B

### COMPETITIVE GENERATION SERVICE

#### I. AVAILABILITY

Pursuant to Section 39.452(b) of the Texas Utilities Code, this Competitive Generation Service tariff ("Rider CGS" or "Rider") allows eligible Entergy Texas, Inc. ("ETI" or "Company") retail customers the ability to contract for competitive generation.

Service under this Rider ("CGS Service") will be available only to customers taking firm service under Rate Schedules Large Industrial Power Service ("LIPS") and Large Industrial Power Service - Time of Day ("LIPS-TOD") for their firm load. Customers taking all or any part of their service under Rate Schedule EAPS are excluded from taking CGS Service. LIPS and LIPS-TOD customers with interruptible service (IS) or standby and maintenance service (SMS) load are not precluded from participating in the program contemplated by this Rider (the "CGS Program"), but their participation is limited to the amount of their firm LIPS or LIPS-TOD load. Customers with IS load that participate in the CGS Program must also comply with the terms of the IS tariffs regarding minimum LIPS or LIPS-TOD load. Only the portion of the customer's LIPS or LIPS-TOD firm load that exceeds the firm contract power minimum requirement under section 1 of Schedule IS is eligible for the CGS Program.

Further, in order to take CGS Service, a customer must have and maintain at least 2,500 kW of firm service under Rate Schedule LIPS or LIPS-TOD. Minimum charge provisions of Rate Schedules LIPS or LIPS-TOD will apply to the customer's LIPS or LIPS-TOD service.

CGS Service is limited to a maximum total of ten (10) ETI-Supplier Contracts (as defined below) or 115 MW of CGS Contract Capacity (as defined below), whichever comes first. Nothing in this Rider is to be construed as contrary to an applicable decision, rule, or policy statement of a federal regulatory agency having jurisdiction. In the event of any such conflict between this Rider and any such decision, rule, or policy statement of a federal regulatory agency having jurisdiction, the latter shall control.

As a member of Midcontinent Independent System Operator ("MISO"), it may be necessary or appropriate to include and/or take into account in ETI-Supplier Contracts terms and conditions that relate to the ownership, operation, and use of, and the purchase and sale of products and services from, generation facilities in the applicable marketplace and that are not included in this Rider, including Appendix A (or in ETI's proposed form of ETI-Supplier Contract).

#### II. APPLICABILITY

Eligible customers who would like to serve all or part of their firm load with CGS Service may apply for CGS Service according to this Rider. In its application to ETI, the eligible customer must specify the amount of its load it requests to be served with CGS Service and the period for which such eligible customer requests to receive CGS Service.

In addition, at the time of application, the eligible customer must have entered into a contract meeting the requirements of § III (a "Supplier-Customer Contract") with the supplier of the capacity that will be applied to such eligible customer's CGS Service (a "CGS Supplier"). Such capacity must be the capacity of a Qualifying Facility (as defined in Rate Schedule LQF) that is or will be directly connected to ETI, as provided for by the

Public Utility Regulatory Policies Act of 1978 and the applicable state regulatory authority (a "QF"). The QF cannot be at the same account service location as the eligible customer.

Together with its application, the eligible customer must submit a certification jointly executed by the eligible customer and the CGS Supplier in the form of Appendix B attached hereto (a "Tracking Certification") with respect to the Supplier-Customer Contract certifying the information required therein.

Finally, in order to complete its application, the eligible customer must provide to ETI (as an annex to the customer's Tracking Certification), for the CGS Supplier, an execution-ready version of the contract between ETI (or Entergy Services, Inc., as agent for ETI) and such CGS Supplier that was fully negotiated by (or for) ETI and such CGS Supplier for the sale and purchase of capacity and energy from such CGS Supplier's QF in connection with such eligible customer's CGS Service (an "ETI-Supplier Contract"), duly executed and delivered by such CGS Supplier. Upon request from an eligible customer or CGS Supplier, ETI will provide to the eligible customer or CGS Supplier a form of ETI-Supplier Contract. Appendix A attached hereto provides further information about concepts, principles and other terms relating to the ETI-Supplier Contract.

An eligible customer who, after application therefor and fulfilling the other requirements to receive the requested CGS Service, commences taking CGS Service shall, during the period it takes CGS Service (the "CGS Term"), be considered a "CGS Customer." A CGS Customer will pay for all of its electricity requirements on the otherwise applicable LIPS or LIPS-TOD Rate Schedule, as supplemented or modified as specified in § VI, and, without limiting the foregoing, will receive a credit each month based on the amount of the "Monthly CGS Supplied Capacity" as specified in § VI.

### III. INITIATION OF CGS SERVICE

- A. 1. In order to apply for CGS Service, an eligible customer (as described in § I above) must have entered into a Supplier-Customer Contract with the CGS Supplier of the capacity that will correspond to the CGS Service for such eligible customer. Such capacity must be QF capacity and cannot be at the same account service location as the eligible customer. Each Supplier-Customer Contract must be between a single eligible customer and a single CGS Supplier and with respect to a single QF.<sup>1</sup> The aggregation of eligible customers and/or CGS Suppliers and/or QFs to meet the minimum delivery period and QF capacity requirements described in clauses (2) and (3) below is prohibited. Subject to the foregoing and the other terms of this Rider, a CGS Customer may enter into more than one Supplier-Customer Contract. In that event, each such Supplier-Customer Contract and the associated CGS Service of the customer will be considered a CGS arrangement that is separate and apart from each other Supplier-Customer Contract and the associated CGS Service of such customer and administered accordingly for purposes of this Rider.<sup>2</sup>
2. The total quantity of CGS Service (MW) provided to a CGS Customer (the "CGS Contract Capacity") throughout the CGS Term for such customer and the level of QF capacity (MW) contracted for under the Supplier-Customer Contract corresponding to such customer's CGS Service, and under the corresponding ETI-Supplier Contract, (i) must match exactly, (ii) must be not less than 5 MW, (iii) have the same delivery point and (iv) may vary from one year to another, but within each year must be constant (and no less than five (5) MW). Further, if elected by the CGS Supplier

<sup>1</sup> Suppliers eligible to enter into a Supplier-Customer Contract and provide capacity and energy to ETI pursuant to an ETI-Supplier Contract are limited to those meeting the eligibility criteria specified in this Rider; any change in the supplier eligibility criteria that increases the eligibility of suppliers will require initiation of new proceedings at the Commission.

<sup>2</sup> The language of the last two sentences of § III(A)(1) above and Appendix A hereto notwithstanding, the terms of the main body of this Rider reflect a simplifying assumption that a CGS Customer will enter into only one Supplier-Customer Contract.

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under the ETI-Supplier Contract corresponding to the customer's CGS Service, the level of QF capacity (MW) contracted for under the Supplier-Customer Contract with such CGS Supplier and the CGS Contract Capacity must each be subject to an adjustment downward [as described in § III(B)(7) below] (subject to the five (5)-MW minimum set forth in this paragraph) on the same basis as the quantity of QF capacity sold under such ETI-Supplier Contract.

3. The CGS Term and the delivery period contracted for under the Supplier-Customer Contract corresponding to a customer's CGS Service, and under the corresponding ETI-Supplier Contract, (i) must match exactly (including with respect to start and expiration), (ii) may be no less than one year and, if longer than one year, must be for a whole number of years not to exceed five years, and (iii) must start on the first day of a specified month. In addition, the conditionality to the start of the delivery period under the Supplier-Customer Contract corresponding to a customer's CGS Service, and the CGS Term, must be the same as the conditionality to the start of the delivery period under the corresponding ETI-Supplier Contract.
- B. 1. To apply for CGS Service, an eligible customer must (a) notify ETI of the CGS Contract Capacity and CGS Term that it requests to receive and (b) with respect to the Supplier-Customer Contract corresponding to its CGS Service, submit to ETI, jointly with the corresponding CGS Supplier, a Tracking Certification in the form of Appendix B attached hereto, duly executed by the duly authorized representatives of the eligible customer and the CGS Supplier, certifying the information requested therein. The information in the Tracking Certification corresponding to the eligible customer's request for CGS Service must be true, complete and correct and conform to the requirements of clause (A) above. In addition, with respect to any such Tracking Certification that specifies a multi-year delivery period, the CGS Supplier must provide a deposit of \$5,000 for application towards the costs of the system impact study to be performed in connection with the transmission request associated with such Tracking Certification (as generally described in §§ III(B)(4) and (5) below and Appendix A).

2. In order to have a complete application, the eligible customer must also provide to ETI (as an annex to the customer's Tracking Certification), for the CGS Supplier, an execution-ready version, duly executed and delivered by such CGS Supplier, of the ETI-Supplier Contract for such CGS Supplier that was fully negotiated by ETI and such CGS Supplier in connection with such eligible customer's CGS Service. Upon request from the eligible customer or CGS Supplier, ETI shall provide to the eligible customer or CGS Supplier a form of ETI-Supplier Contract that, if properly completed according to the parameters set forth therein, ETI would be willing to enter into, subject to the other terms of this Rider. Such form of ETI-Supplier Contract is based in part on and/or takes into account the general principles and concepts set forth in Appendix A attached hereto, a form of the Master Power Purchase and Sale Agreement published by the Edison Electric Institute and National Energy Marketers Association (the "EEI Master Agreement") and terms and conditions of a form confirmation for long-term power purchases entered into by ETI and its regulated affiliates pursuant to the EEI Master Agreement. If the customer's supplier desires to negotiate any of the terms of the ETI-Supplier Contract, the customer (or supplier) shall notify ETI of such desire and ETI shall endeavor to negotiate with such supplier mutually acceptable terms of the ETI-Supplier Contract as promptly as practical. ETI expects the form of ETI-Supplier Contract to serve as the basis for any such negotiation.
3. Availability of CGS Service will be on a first-come, first-serve basis, as determined by the date the applicable eligible customer and corresponding CGS Supplier have provided to ETI all items required by (and complying with) clauses (1) and (2) above (the "Request Date"). Unless a CGS Service request is earlier denied or terminated according to tariff provisions (or provisions of law) applicable to the CGS Service, ETI will use commercially reasonable efforts to enter into an ETI-Supplier Contract with the CGS Supplier corresponding to such CGS Service request by the seventh (7th) day after the Request Date for such CGS Service.
4. Pursuant to the terms and conditions of the ETI-Supplier Contract corresponding to the customer's CGS Service, and as a condition to commencement of the delivery period under such ETI-Supplier Contract and of the CGS Term, each ETI-Supplier Contract shall have qualified as a network capacity resource, with deliverability on a firm network resource basis on the Entergy transmission system from the delivery point under the ETI-Supplier Contract, with respect to the CGS Contract Capacity and energy provided under such ETI-Supplier Contract, without, unless and except to the extent that the supplier and ETI otherwise agree and the related notice and documentation requirements of this Rider are satisfied, (i) re-dispatch, (ii) the making of transmission improvements, or (iii) other cost, expense or action (except confirmation of the requested transmission service) being required by, depending on the CGS Term, either the Available Flowgate Capacity ("AFC") process or the System Impact Study ("SIS") process.

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5. At the CGS Supplier’s request (after consultation with ETI) ETI will submit a transmission service request on behalf of the CGS Supplier prior to submission of an execution-ready ETI-Supplier Contract. The table below sets forth the date that ETI expects to have the results of the AFC or SIS process, based on whether the request is for a one-year CGS Term or multiple-year CGS Term.

CGS Term	Qualification Process	Timing of Results of Qualification Process
1 Year	AFC	Within 40 days after Request Date
Multiple-Year	SIS – No Facilities Study Performed	Within 100 days after Request Date
	SIS – Facilities Study Performed	Within 200 days after Request Date*

\*Applicable only if the requesting eligible customer and the CGS Supplier corresponding to such customer’s CGS Service would like to preserve the flexibility for such CGS Supplier to proceed to a facilities study if the results of a System Impact Study do not indicate satisfaction of the condition referenced in clause (4) above.

6. If, upon obtaining the results of the AFC or SIS process (including, if applicable, the Facilities Study) or pursuant to clause (7) below, the condition described in clause (4) above, and any other applicable condition(s) under the ETI-Supplier Contract, have been satisfied, then, unless the applicable CGS Service request is earlier terminated according to this Rider or other tariff provisions (or provisions of law) applicable to the CGS Service, the CGS Term may commence on the date requested by the eligible customer in its application for CGS Service and specified in the Tracking Certification. Notwithstanding the foregoing, CGS Service may commence no earlier than the next first day of the month that occurs at least seven (7) full days after all applicable conditions under the ETI-Supplier Contract have been satisfied and may not commence during the period from June 1 through September 30, unless such condition(s) to the start of the delivery period are satisfied on or before April 1 of the same year. If an eligible customer requests in its application for CGS Service a start date for the CGS Term that, taking account when the results of the AFC or SIS process are actually obtained, occurs on a date that is not permitted or achievable according to this clause (6) and, after being notified by ETI, the eligible customer does not revise the CGS Term to a start date that is permitted or achievable, then the associated ETI-Supplier Contract will be subject to termination by ETI and, in the event of such termination, the eligible customer’s request for CGS Service will terminate according to § V below. Accordingly, each eligible customer making a request for CGS Service should request a start date for the CGS Term that allows sufficient time to obtain the results of the AFC or SIS process and for the CGS Term to start according to this clause

- (6). If a customer's request for CGS Service specifies a CGS Term of one (1) year, the Request Date for such request must be no more than 18 months prior to the start date for the CGS Term designated in such request.
7. The CGS Supplier under the ETI-Supplier Contract corresponding to a customer's CGS Service may elect, under such ETI-Supplier Contract, to adjust the CGS Term or to adjust downward, automatically or by written notice to ETI, the level of capacity and energy to be provided under such ETI-Supplier Contract if the transmission service condition described in clause (4) above is not satisfied for the full amount of such capacity and energy but is satisfied at a lower level. If the CGS Supplier elects the automatic adjustment option, the level of capacity and energy to be provided under such ETI-Supplier Contract shall, subject to the five (5)-MW minimum set forth in § III(A)(2) above or, if higher, any alternative minimum specified by such CGS Supplier, be automatically adjusted downward to reflect the highest level of capacity and energy at which the condition described in clause (4) above is satisfied for the entirety of each Contract Year of the delivery period (or, in the case of a one-year delivery period, for the entire delivery period). If such an election is made, the CGS Contract Capacity requested by the corresponding eligible customer must also be stated in such customer's application to be subject to automatic adjustment on the same basis. If the CGS Supplier elects the adjustment-by-written-notice option, then such CGS Supplier and the corresponding customer must enter into an amended Customer-Supplier Contract reflecting such adjustment and jointly submit to ETI a duly executed amended Tracking Certification meeting the requirements therefor set forth in this Rider, including as an annex thereto an execution-ready amended ETI-Supplier Contract reasonably acceptable to the parties reflecting such adjustment. Such amended Tracking Certification must be jointly submitted (i) with respect to transmission service under the AFC process, within 48 hours of the time the results of the AFC process are made public, (ii) with respect to transmission service under the SIS process, on or before seven (7) business days after the results of the SIS process are made public, or (iii) with respect to transmission service for which a Facilities Study was performed pursuant to an agreement of the CGS Supplier and ETI under clause (4) above, on or before fourteen (14) business days after the results of the Facilities Study are made public.
8. If a request for transmission service through the AFC process is made pursuant to an ETI-Supplier Contract having a delivery period of one (1) year and the condition described in clause (4) above is not satisfied with respect to such request and not adjusted downward in accordance with clause (7) above, then, for a period of 90 days from the date of such request, no other requests for transmission service through the AFC process may be submitted that corresponds to a Customer-Supplier Contract between the supplier under such ETI-Supplier Contract and the customer to which such ETI-Supplier Contract relates.
- C. If ETI enters into the ETI-Supplier Contract corresponding to an eligible customer's application for CGS Service, then, subject to earlier termination according to this Rider or other tariff provisions (or provisions of law) applicable to the CGS Service and satisfaction of the provisions in § III(B)(6), CGS Service shall be provided to such eligible customer during the CGS Term requested by such eligible customer. During such CGS Term, such eligible customer shall be considered a CGS Customer and must be re-routed to calendar month billing cycles and billed on a calendar month basis. In each year of such CGS Term, the CGS Contract Capacity shall be the CGS Contract Capacity requested by such eligible customer (which, in the circumstances noted in clause (B)(7) above, if applicable, may be subject to adjustment downward).

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**IV. UPDATES TO TRACKING CERTIFICATION**

- A. If, at any time, any Tracking Certification that is in effect with respect to a customer (whether before or after the start of the CGS Term) is in error or there is or will be another event, occurrence, condition, circumstance or action, singularly or in combination, that results, or will result, in such Tracking Certification being inaccurate in any respect, such customer must notify ETI of, and provide to ETI a new Tracking Certification reflecting, such event, occurrence, condition, circumstance or action, immediately after the earlier of (i) the occurrence of such event, occurrence, condition, circumstance or action or (ii) the customer becoming aware that such event, occurrence, condition, circumstance or action will occur. In its notice to ETI, the customer must describe the reason(s) for, and the details of, the event, occurrence, condition, circumstance or action, including when the event, occurrence, condition, circumstance or action has occurred or will occur. In addition, an amended Tracking Certification signed by the applicable CGS Supplier and CGS Customer must be provided.
- B. Without limiting clause (A) above, if any Supplier-Customer Contract corresponding to the CGS Service to a customer, at any time (whether before or after the start of the CGS Term), ceases, or will cease, (i) to comply with § III(A) above or (ii) to be in full force and effect (subject only to execution of the corresponding ETI-Supplier Contract, if such ETI-Supplier Contract has not yet been executed), including as a result of expiration or termination thereof, then the customer must notify ETI of such event immediately after the earlier of (1) the occurrence of such event or (2) the customer becoming aware that such event will occur. In its notice to ETI, the customer must describe the reason(s) for, and the details of, such event, including when the Supplier-Customer Contract has, or will, cease to comply with § III(A) above or to be in full force and effect (subject only to execution of the corresponding ETI-Supplier Contract, if such ETI-Supplier Contract have not yet been executed).<sup>3</sup>

**V. CERTAIN TERMINATION EVENTS AND RIGHTS**

- A. The request for CGS Service of, and any CGS Service (including the CGS Term) to, any customer shall terminate upon the occurrence of any of the following events (whether they occur before or after the start of the CGS Term):
  - 1. such customer ceases to satisfy the customer eligibility requirements set forth in this tariff, provided that if such failure to satisfy a customer eligibility requirement is due solely to a technical mistake or administrative error that can be cured by such customer, such customer shall have a reasonable period of time, not to exceed seven (7) business days from the date that customer becomes aware of such technical mistake or administrative error, to cure such technical mistake or

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<sup>3</sup> For purposes of this Rider, (i) an agreement is in full force and effect upon the due execution and delivery of the agreement by the parties thereto, and (ii) for the avoidance of doubt, an agreement that has been duly executed and delivered by the parties thereto and has not been terminated or suspended is "in full force and effect" if one or more of the conditions precedent set forth in the agreement has not been satisfied or waived.

administrative error, and if such cure is effected, then, notwithstanding clause (A) above, no such termination shall occur or be given effect;

2. the Supplier-Customer Contract corresponding to the CGS Service to such customer ceases to be in full force and effect (subject only to execution of the corresponding ETI-Supplier Contract, if such ETI-Supplier Contract has not yet been executed) or otherwise ceases to comply with § II(A) above;
3. the information in the Tracking Certification in effect for such customer pursuant to this Rider ceases to comply with the terms of this tariff and is not amended or updated by a new Tracking Certification signed by the applicable CGS Supplier and such customer in a manner that brings it into compliance with the terms of this tariff; and
4. the ETI-Supplier Contract corresponding to the CGS Service to such customer, after it is entered into, ceases to be in full force and effect.

For purposes of this clause (A), the applicable event described in clauses (1)-(3) above shall be considered to have occurred whenever it actually occurred or, if earlier, on the earliest date set forth in any notice received by ETI, either from the applicable customer or an applicable CGS Supplier (which may be in the form of a revised Tracking Certification), as the date such event has occurred or will occur. ETI shall be entitled to rely on any such notice from either the applicable customer or an applicable CGS Supplier without inquiry or other independent verification.

- B. Without limiting § III above, if any event described above occurs, the applicable customer must notify ETI of such event immediately after the earlier of (1) the occurrence of such event or (2) the customer becoming aware that such event will occur. In its notice to ETI, the customer must describe the reason(s) for, and the details of, such event, including when the event has occurred or will occur.
- C. ETI shall have the right to terminate the request for CGS Service of, and any CGS Service (including the CGS Term) to, any customer by notice to such customer if (before or after the start of the CGS Term) such customer makes in bad faith any material misrepresentation or material omission in any Tracking Certification or notice required pursuant to § IV above or clause (B) above (including any failure in bad faith to give any such notice when required).

## **VI. BILLING**

Each CGS Customer will be billed pursuant to Rate Schedule LIPS or LIPS-TOD, as applicable to such CGS Customer, based on the CGS Customer's total demand and energy, but such billings will be supplemented or modified as follows:

- A. Each CGS Customer will be billed each month a Fixed Cost Contribution Fee of \$1.10/kW, multiplied by the CGS Contract Capacity.
- B. Each CGS Customer will be given a credit each month equal to the Monthly CGS Supplied Capacity, multiplied by the embedded cost of generation for the rate class of the CGS Customer set in the most recent ETI general rate proceeding. Such embedded cost of generation is set at \$8.86 per kW for Rate Schedules LIPS and LIPS-TOD per the order of the PUCT in Docket No. 48371, and will be reset upon the conclusion of each ETI general rate proceeding.

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The "Monthly CGS Supplied Capacity" with respect to a month shall be the lesser of the CGS Contract Capacity and the result of the following calculation:

Rolling 12-month Hourly CGS Supplied Energy during On-Peak Hours / Number of Rolling 12-month On-Peak Hours / 0.8,

where: "Rolling 12-month Hourly CGS Supplied Energy during On-Peak Hours" means, with respect to a month, the sum of the Hourly CGS Supplied Energy (as defined in clause (C) below) amounts for the applicable customer over the On-Peak Hours (as defined below) of the Rolling 12 Month Period ending at the end of such month;

"Number of Rolling 12-month On-Peak Hours" means, with respect to a month, the total number of On-Peak Hours (as defined below) occurring during the Rolling 12 Month Period ending at the end of such month;

"On-Peak Hours" means hour ending 0700 CPT through hour ending 2200 CPT Monday through Saturday, excluding holidays as defined by the North American Electric Reliability Council; and

"Rolling 12 Month Period" means, as of the end of any month during the CGS Term, the twelve (12)-month period that includes such month and the preceding eleven (11) months that occurred during the CGS Term, provided that, for the first eleven (11) months of the CGS Term, the Rolling 12 Month Period means all months then elapsed in the CGS Term through the end of such month.

- C. For any hour, ETI will charge the CGS Customer at the avoided energy cost as determined by Rate Schedule LQF for the Hourly CGS Supplied Energy during such hour, up to the amount of energy received by the CGS Customer during such hour. For this purpose, "Hourly CGS Supplied Energy" means, with respect to any hour, the lesser of (a) the Total Net Energy exported by the CGS Supplier that is allocated to such customer during such hour as described below or (b) the CGS Contract Capacity for such customer applicable to such hour.
1. "Total Net Energy" means the total amount of energy supplied directly to ETI by the applicable QF of the CGS Supplier of the CGS Customer less the auxiliary and host load of such CGS Supplier(s), measured through bi-directional (net) meter(s) or, if the auxiliary or host load (or both) is measured separately, after deducting the metered amount of auxiliary or host load (or both) from such CGS Supplier's metered amount for the account service location. For the avoidance of doubt, "host load" for a QF of a CGS Supplier is limited to the electric load of such CGS Supplier at or with respect to the account service location for such CGS Supplier and excludes the electric load of any third party thermal energy host of such QF. The Total Net Energy for any hour shall be as recognized by the balancing authority for deliveries of energy during such hour directly from the applicable QF of the CGS Supplier to ETI for settlement purposes (after excluding any deliveries of auxiliary energy and host load energy from such QF). The portion of such Total Net Energy allocated to the applicable customer for purposes of calculating clause (C)(a) above shall be determined according to any applicable tag, or, if there is no tag, the Total

Net Energy shall be deemed delivered according to the priority reflected in the Tracking Certification.

2. While the CGS Supplier corresponding to the CGS Service to each customer is required by the ETI-Supplier Contract corresponding to the CGS Service to such customer to deliver (and, if applicable, tag) energy according to the priority reflected in the Tracking Certification, ETI shall have no liability to the CGS Customer if such CGS Supplier fails to honor such priority or, for any other reason, fails to deliver the full CGS Contract Capacity with respect to the applicable customer in any hour. Without limiting the foregoing, for QFs that are required to “tag” their energy deliveries, the allocation of energy deliveries to the applicable customer will depend on how the corresponding CGS Supplier tags such energy deliveries. While such CGS Supplier is obligated to tag according to the agreed priority reflected in Tracking Certification, ETI shall have no liability to the CGS Customer if such CGS Supplier fails to tag correctly and will not be required to correct any misallocations of energy deliveries made by the CGS Supplier in such tags.
- D. ETI will charge the CGS Customer at the ETI Fixed Fuel Factor rate for the Monthly CGS LIPS Energy during the applicable month. For this purpose, “Monthly CGS LIPS Energy” means, with respect to each month, the amount (but not less than zero) equal to (1) the aggregate energy received by the CGS Customer during such month, minus (2) the sum of the Hourly CGS Supplied Energy amounts over the hours in such month, minus (3) the sum of the Hourly CGS Unserved Energy (as defined below) amounts over the hours in such month.
  - E. ETI will charge the CGS Customer according to § VII below for the Hourly CGS Unserved Energy during each hour of each month.
  - F. With the exception of the capacity credit and fixed fuel factor, a CGS Customer will pay ETI a retail rate that includes all other charges the CGS Customer would pay as a firm customer (for example, Rider SRC, SCO, SRC-2, and SCO-2 charges, if applicable) except where the rate or rider schedule specifically excludes CGS.

## VII. UNSERVED ENERGY

“Hourly CGS Unserved Energy” means, with respect to any hour, the difference equal to the CGS Contract Capacity applicable to such hour, minus the Hourly CGS Supplied Energy during such hour, less any corresponding reduction in the CGS Customer’s electricity usage. ETI will charge the CGS Customer for the Hourly CGS Unserved Energy during each hour of each month at a rate equal to the sum of (A) 105% of the avoided energy cost as determined by Rate Schedule LQF for the applicable hour and (B) the variable O&M charges shown below, and will be reset upon the conclusion of each ETI general rate proceeding.

Delivery Voltage	On-Peak Per kWh	Off-Peak Per kWh
Distribution (less than 69 kV)	\$0.04643	\$0.00510
Transmission (69 kV and greater)	\$0.04437	\$0.00478

\*Summer: “On-peak hours” are 1:00 p.m. to 9:00 p.m. Monday through Friday of each week beginning on May 15 and continuing through October 15 of each year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not On-peak.

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**COMPETITIVE GENERATION SERVICE**

Winter: "On-peak hours" for each week of Monday through Friday beginning October 16 and continuing through May 14 of each year are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m., except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend), are not On-peak.

"Off-peak hours" are all hours of the year not specified as On-peak hours. With approval of the PUCT, ETI may at its sole discretion change the On-peak hours and season from time to time.

Revenues received under clause (A) of this § VII will go towards offsetting ETI's eligible fuel costs. Revenues received under clause (B) of this § VII will reduce ETI's Rate Schedule CGSC charges.

**VIII. METERING**

Interval data recording (IDR) meters and telemetry are required for billing CGS Customers and must be in place, at the eligible customer's expense, prior to the start of the CGS Term. Back-up meters, the incremental cost of which will be paid by the CGS Customer, are also required to be in place prior to the start of the CGS Term. The customer will be responsible for the cost of telephone service and maintaining any required telephone equipment for the IDR meters. Meter errors will be resolved in accordance with the PUCT Substantive Rules.

**IX. REPORTING**

Each year ETI will provide a report to the PUCT identifying the successes as well as issues raised by the program contemplated by this Rider. The report will also identify any changes that should be considered as a result of the annual review and may result in changes to this Rider. The initial annual report will be due no later than 14 months after PUCT approval of Rider CGS, and each annual report thereafter will be due on March 31.

## **APPENDIX A GENERAL TERMS AND CONDITIONS OF ETI-SUPPLIER CONTRACT**

*This Appendix A sets forth certain general terms and conditions that will be taken into account in each ETI-Supplier Contract; however, this Appendix A:*

- *does not constitute an ETI-Supplier Contract;*
- *does not contain or convey the specific language or terms and conditions in an ETI-Supplier Contract that address such terms and conditions;*
- *is not necessarily a complete expression of all terms and conditions that relate to any individual general term or condition and does not contain all material terms, conditions and matters upon which agreement would need to be reached in order for an ETI-Supplier Contract to be consummated;*
- *is not representative of the organizational structure, detail or precision of an ETI-Supplier Contract; and*
- *is not an offer or commitment by or for ETI (or any affiliate of ETI).*

*Without limiting the foregoing, whenever the terms expressing the general terms and conditions in this Appendix A, which was developed prior to the main body of this Rider, are inconsistent with the terms of the main body of this Rider, and the inconsistency is not the result of the difference between the ETI-Supplier Contract and CGS Service, the terms of the main body of this Rider will control.*

*As a member of Midcontinent Independent System Operator (“MISO”), it may be necessary or appropriate to include and/or take into account in ETI-Supplier Contracts terms and conditions that relate to the ownership, operation, and use of, and the purchase and sale of products and services from, generation facilities in the applicable marketplace and that are not included in this Rider, including Appendix A (or in ETI’s proposed form of ETI-Supplier Contract).*

*As noted in §§ II and III(B)(2) of the main body of this Rider, ETI will provide to any eligible customer or CGS Supplier upon request ETI’s proposed form of ETI-Supplier Contract. No ETI-Supplier Contract (or other binding commitment to purchase capacity or energy from a CGS Supplier or potential CGS Supplier) shall arise prior to execution and delivery of an ETI-Supplier Contract by both ETI and the CGS Supplier according to the process detailed in this Rider and satisfaction of the conditions set forth therein.*

### **I. BACKGROUND**

A “CGS Supplier” is a supplier of capacity that will be dedicated to an eligible customer’s CGS Service. Such capacity must be the capacity of a Qualifying Facility (as defined in Rate Schedule LQF) that is or will be directly connected to ETI, as provided for by the Public Utility Regulatory Policies Act of 1978 and the applicable state regulatory authority, and cannot be at the same account service location as the eligible customer. Subject to the other terms and conditions of this Rider, CGS Suppliers will enter into contracts with either Entergy Services, Inc., as agent for ETI, or directly with ETI for the sale and purchase of capacity and energy from such CGS Supplier’s QF in connection with the applicable eligible customer’s CGS Service (an “ETI-Supplier Contract”). The sale and purchase under the ETI-Supplier Contract must qualify as a firm capacity resource with deliverability on a firm network resource basis to ETI’s load served from the ETI transmission system. Subject to the preface of this Appendix A, the general principles and concepts in this Appendix A will be taken into account in each ETI-Supplier Contract.

### **II. GENERAL TERMS AND CONDITIONS APPLICABLE TO ETI-SUPPLIER CONTRACTS**

A. **Regulatory Change.** The CGS Supplier and ETI intend for the ETI-Supplier Contract to be binding for the term of the ETI-Supplier Contract; neither the CGS Supplier nor ETI

will seek an order from the PUC that would cause a change to the terms of the ETI-Supplier Contract, unless both parties to the ETI-Supplier Contract agree. Notwithstanding the above, if the PUC orders a change in the terms and conditions of the CGS Program ("Program Changes") that would have a material adverse effect on either the CGS Supplier or ETI, then the materially adversely affected party may, within 30 days of the date such order becomes final, request in writing a change to the terms and conditions of the ETI-Supplier Contract to conform with the Commission's order without material adverse effect. After such written notice, the CGS Supplier and ETI shall be required to meet and confer in good faith within 30 days to attempt to renegotiate the ETI-Supplier Contract. Any revised ETI-Supplier Contract shall not adversely impact ETI's ratepayers or either party. If the CGS Supplier or ETI are unable to negotiate the ETI-Supplier Contract after engaging in good faith efforts, then the materially adversely affected party may terminate the ETI-Supplier Contract by giving 30 days notice. In order to allow the procedures and negotiations provided for in this Section A to take place, the parties shall further agree to request that any Program Changes ordered by the Commission that would require amendments to any Agreements become effective ninety days after the order becomes final, so long as non-CGS customers would not be adversely affected by the delay.

- B. Each ETI-Supplier Contract shall be for a delivery period of not less than one year. ETI-Supplier Contracts that have a delivery period longer than one year must be for multiples of one full year, not to exceed five years.
- C. The ETI-Supplier Contract is required to be qualified as a Network Resource for the Entergy Operating Companies under the OATT without re-dispatch being required to grant Network Resource status.
  - 1. An ETI-Supplier Contract may be qualified as a Network Resource pursuant to either the Available Flowgate Capacity ("AFC") process and/or the System Impact Study ("SIS") process, as further provided below. For purposes of conducting the AFC and SIS processes, if a CGS Supplier enters into more than one Supplier-Customer Contract (as referenced in paragraph 2 below), the CGS Supplier may request qualification for the aggregate level of MW provided for in all of the CGS Supplier's Supplier-Customer Contracts, so long as each Supplier-Customer Contract reflected in such an aggregate request (1) has a delivery period that commences on the same date and is for the same length, and (2) complies with all other provisions of these Terms and Conditions.
  - 2. For one year ETI-Supplier Contracts, the AFC qualification process shall not be used more than once per ETI-Supplier Contract over a 90-day period. ETI-Supplier Contracts combined in an aggregate request, as discussed above, will be counted as one ETI-Supplier Contract for purposes of the preceding sentence.

3. A determination with respect to the qualification of an ETI-Supplier Contract and the level of Contract Capacity shall be confirmed prior to the commencement of the delivery period of the ETI-Supplier Contract in accordance with the following schedule:

CGS Term	Qualification Process	Timing of Results of Qualification Process
1 Year	AFC	Within 40 days after Request Date
Multiple-Year	SIS – No Facilities Study Performed	Within 100 days after Request Date
	SIS – Facilities Study Performed	Within 200 days after Request Date*

\*Applicable only if the requesting eligible customer and the CGS Supplier corresponding to such customer's CGS Service would like to preserve the flexibility for such CGS Supplier to proceed to a facilities study if the results of a System Impact Study do not indicate satisfaction of the condition referenced in clause (4) above.

4. In the event transmission is not available for the full MW level requested, an opportunity will be provided the CGS Supplier to timely amend the level of Contract Capacity reflected in the ETI-Supplier Contract prior to the commencement of the delivery period, consistent with the results of the AFC or SIS process, as provided in this paragraph. For a one-year ETI-Supplier Contract or the first year of a multi-year ETI-Supplier Contract, the amended level of Contract Capacity shall be the lowest level of Transmission Capacity available for any month during the consecutive 12 month period as reflected in the results of the AFC request. For multi-year ETI-Supplier Contracts, and subject to the following paragraph regarding a request for a Facility Study, Contract Capacity shall be consistent with the transmission capacity available during each year of the ETI-Supplier Contract as reflected in the results of both the SIS process and the AFC process. To facilitate the confirmation of available transmission capacity, at the time the ETI-Supplier Contract is tendered, a CGS Supplier may designate an alternative minimum level of Contract Capacity for purposes of amending the ETI-Supplier Contract.
5. For a multi-year ETI-Supplier Contract, in the event the result of the SIS process indicates the need for transmission upgrades, the CGS Supplier shall have the option to proceed with a Facilities Study — to be completed no earlier than the 180-day period (from the submission of the ETI-Supplier Contract) referenced above — in which case, the results of the SIS process will no longer be applicable. If applicable, an amendment in the level of Contract Capacity shall be consistent with the transmission capacity available during each year of the ETI-Supplier Contract as reflected in the Facilities Study process and the AFC process.
6. With respect to multi-year ETI-Supplier Contracts and, for clarification, the level of Contract Capacity for a multi-year ETI-Supplier Contract may vary from year to year over the term of the delivery period consistent with results of the AFC and SIS or Facilities Study process described above; however, the level of Contract Capacity will remain consistent during any successive 12-month period of the ETI-Supplier Contract and the level of capacity in each 12-month period of the multi-year ETI-Supplier Contract shall be established for the entire term of the ETI-Supplier Contract, through the process set forth above, prior to the commencement of the delivery term of the ETI-Supplier Contract.
7. An ETI-Supplier Contract with a delivery period beginning during the period of June 1 through September 30 must be provided to ETI and have qualified as a Network Resource prior to April 1 of the same calendar year.

- D. An ETI-Supplier Contract shall supply a minimum of 5 MW, which amount may not be reduced due to considerations resulting from qualification of the ETI-Supplier Contract facility as a Network Resource.
- E. If the SIS process is used for qualification, the CGS Supplier shall make a deposit of \$5,000 to cover the costs of such study. Any portion of the deposit that exceeds the actual costs of the study shall be refunded to the CGS Supplier. If the SIS shows that a further Facilities Study is required, the CGS Supplier shall pay the costs of such further study, should the CGS Supplier choose to request the performance of such study. Neither ETI nor any other Entergy Operating Company shall have any obligation to pay the cost of any transmission upgrades necessary for the ETI-Supplier Contract to qualify for transmission service.
- F. The level of capacity (MW) contracted for under the ETI-Supplier Contract (CGS Contract Capacity) will be the same level of capacity contracted for in a separate but related contract between the CGS Supplier and CGS Customer (Supplier-Customer Contract). The CGS Contract Capacity shall be no greater than the summer dependable capability of the CGS Supplier. The CGS Contract Capacity shall not be more than the capacity that the CGS Supplier can supply given any host load requirements.
- G. Capacity and energy in an amount up to the contracted CGS Contract Capacity shall be produced by the CGS Supplier and accepted by Entergy on a Unit Contingent basis, as defined below, in each and every hour of every day (24/7) unless otherwise instructed by the System Operator to curtail. CGS Capacity is subject to curtailment only when and as necessary to maintain system reliability as determined by the System Operator. Any such reliability curtailment of CGS Capacity shall be made on a non-discriminatory basis relative to other Network Resources. ETI or Entergy shall not instruct the CGS Supplier to back down for economic reasons.
- H. Subject to the requirements of Paragraph G, capacity and energy supplied under the ETI-Supplier Contract shall be on a Unit Contingent basis. "Unit Contingent" or "Unit Contingency" means that the CGS Contract Capacity and associated energy shall be supplied from the generating unit(s) supplying the CGS Contract Capacity and associated energy whenever said unit(s) is(are) available.
- I. Notwithstanding Paragraphs G and H above, the unavailability or curtailment of the Unit shall not affect: (1) the determination of Monthly CGS Supplied Capacity under Paragraph L and the amount billed the CGS Customer based on such CGS Supplied Capacity and/or (2) the determination of Unserved Energy and the amount billed the CGS Customer based on such Unserved Energy. Without limiting the foregoing and for the avoidance of doubt, the calculation of the CGS Customer's bill in the event of the CGS Supplier's failure to provide or supply CGS Contract Capacity and associated energy shall be the same regardless of whether such failure is the result of a Unit Contingency or a curtailment.
- J. Hourly CGS Supplied Energy from the CGS Supplier shall be the lesser of a) the total net energy exported by the CGS Supplier and b) the CGS Contract Capacity. If the CGS Supplier exports hourly energy to ETI that is greater than the CGS Contract Capacity, the QF put amount (if any) shall be the difference between the total net energy exported by the CGS Supplier, less Hourly CGS Supplied Energy, less any scheduled wholesale sales from CGS Supplier to a third party (if any). The CGS Supplier shall be solely responsible for meeting any shortfalls in scheduled deliveries to third parties.  
  
In this Paragraph J, "total net energy" shall mean the total CGS Supplier generation less host load of CGS Supplier, measured through bi-directional (net) meter(s) or, if the host load is measured separately, deducting the host load metered amount from the CGS Supplier generator(s)' metered amount.
- K. ETI will make no capacity payment. ETI will purchase the Hourly CGS Supplied Energy associated with CGS Contract Capacity at the avoided energy cost, as determined by

Rate Schedule LQF, and charge the CGS Customer at the same rate for that Hourly CGS Supplied Energy, not to exceed the energy requirement of the CGS Customer. Compensation for capacity provided under the ETI-Supplier Contract will be paid by the CGS Customer pursuant to the terms of the Supplier-Customer Contract, and such compensation shall constitute sufficient consideration for the CGS Supplier's obligations under the ETI-Supplier Contract.

- L. The Monthly CGS Supplied Capacity shall be calculated monthly based on the on-peak energy deliveries from the CGS Supplier.
1. It shall be the lesser of the CGS Contract Capacity and the result of the following calculation.
  2. On a rolling 12-month basis (using a cumulative basis during the first 11 months), the sum of the energy delivered by the CGS Supplier during On-Peak hours, divided by the number of On-Peak Hours during the period, divided by 0.8.
  3. On Peak Hours are defined as the hours ending 7:00 am through 22:00 pm Monday through Saturday, excluding NERC holidays.
- M. For example, if a CGS Supplier with 10 MW of CGS Contract Capacity delivered 3,328 MWh during On-Peak Hours in the first month of the delivery period and that month with 31 days (26 days after excluding Sundays and NERC holidays), the Monthly CGS Supplied Capacity would be calculated as follows:
- i. CGS Contract Capacity = 10 MW
  - ii. Sum of On-Peak deliveries = 3,328 MWh
  - iii. # of On-Peak Hours = 416 hours (26 days x 16 hours/day)
  - iv. Result (ii/iii) = 8.0
  - v. Divide by .8 (iv /.8) = 10 MW
  - vi. Monthly CGS Supplied Capacity = 10 MW (minimum of i and v)
- N. Second Example:
- i. CGS Contract Capacity = 10 MW
  - ii. Sum of On-Peak deliveries = 2,950 MWh
  - iii. # of On-Peak Hours = 416 hours (26 days x 16 hours/day)
  - iv. Result (ii/iii) = 6.971
  - v. Divide by .8 (iv /.8) = 8.714 MW
  - vi. Monthly CGS Supplied Capacity = 8.714 MW (minimum of i and v)
- O. Third Example:
- i. CGS Contract Capacity = 10 MW
  - ii. Sum of On-Peak deliveries = 4,160 MWh
  - iii. # of On-Peak Hours = 416 hours (26 days x 16 hours/day)
  - iv. Result (ii/iii) = 10.0
  - v. Divide by .8 (iv /.8) = 12.50 MW
  - vi. Monthly CGS Supplied Capacity = 10.0 MW (minimum of i and v)

- P. CGS Suppliers will furnish to ETI the schedule and the rank order for each of the CGS customers they serve. This schedule and rank order can only change if the CGS Supplier adds or loses a CGS Customer. Each time this occurs, the CGS Supplier and affected CGS Customer(s) must furnish to ETI an updated Tracking Certification with the new contract information, effective date, and revised rank order of their CGS Customers.
- Q. A CGS Supplier cannot be both a CGS Supplier and a CGS Customer at the same location.
- R. CGS Customers will be rerouted to "calendar month" billing cycles. All metering must be phone read (land line, cell phone, smart metering), and all CGS Customers must have a primary and a backup meter. All contract terms start on the first day of the month and end on the last day of the month.
- S. The CGS Supplier waives its right to deliver energy sourced out of the CGS Contract Capacity to anyone other than ETI for the length of the ETI-Supplier Contract.
- T. For the length of the ETI-Supplier Contract, the CGS Supplier waives its right under applicable law (both state and federal) to deliver to ETI and receive payment for any QF put energy sourced out of the CGS Contract Capacity.
- U. The CGS Supplier and ETI shall grant each other reasonable audit rights during the term of the ETI-Supplier Contract, and for a period not to exceed 2 years following the expiration of the ETI-Supplier Contract, for evaluation of whether the CGS Supplier and ETI are in compliance with the terms and conditions of the ETI-Supplier Contract.
- V. In the event of any conflict between the ETI-Supplier Contract and any other existing contracts between the CGS Supplier and ETI, the ETI-Supplier Contract shall control with respect to the terms and provisions addressed therein.

**APPENDIX B  
FORM OF TRACKING CERTIFICATION**

In connection with service under Rider Schedule CGS - COMPETITIVE GENERATION SERVICE, as approved by the Public Utility Commission of Texas in Docket No. 38951, Application of Entergy Texas, Inc. for Approval of Competitive Generation Service Tariff (Issues Severed from Docket No. 37744), Order dated [\_\_\_\_\_] (the "CGS Rider"), [\_\_\_\_\_] a [\_\_\_\_\_] (the "CGS Customer"), and [\_\_\_\_\_] a [\_\_\_\_\_] (the "CGS Supplier"), do hereby deliver this Tracking Certification to Entergy Texas, Inc., a Texas corporation ("ETI").

Capitalized terms used and not defined herein shall have the meanings set forth in the CGS Rider.

Subject to the limitations set forth in clauses (A), (B), and (G)(5) below, each of the CGS Customer and the CGS Supplier hereby certifies and represents to ETI, from and after [\_\_\_\_\_] <sup>4</sup> (the "Certification Date") through the end of the period described in clause (E)(3) below, that each of the following is true and correct:

- A. **Eligibility of CGS Customer.** The CGS Customer is eligible to take CGS Service. The representation and certification in this clause (A) is made exclusively by the CGS Customer.
- B. **Capacity Supplied by CGS Supplier.** The CGS Supplier is a supplier of capacity that corresponds to the CGS Service of the CGS Customer, and such capacity is the capacity of a QF that is described in clause (G)(1) below (the "Facility"). The representation and certification in this clause (B) is made exclusively by the CGS Supplier.
- C. **Delivery Point Different from CGS Customer Account Service Location.** The delivery point described in clause (G)(4) below for such capacity (the "Delivery Point") is not at the same account service location as the CGS Customer.
- D. **Supplier-Customer Contract.** For purposes of the supply of QF capacity described in clause (B) above, the CGS Customer and the CGS Supplier have entered into a Supplier-Customer Contract meeting the requirements of the CGS Rider (the "Qualifying Supplier-Customer Contract").
- E. **Supplier-Customer Contract In Full Force and Effect.**<sup>5</sup> SELECT EITHER

[The Qualifying Supplier-Customer Contract is in full force and effect, subject only to execution of the corresponding ETI-Supplier Contract between ETI and the CGS Supplier (the "Corresponding ETI-Supplier Contract").

The Corresponding ETI-Supplier Contract has been fully negotiated between ETI and the CGS Supplier and an execution-ready version thereof, duly executed and delivered by the CGS Supplier, has been provided to ETI concurrently with this Tracking Certification and is attached hereto as Annex 1.<sup>6</sup> OR

[The Qualifying Supplier-Customer Contract is in full force and effect. The corresponding ETI-Supplier Contract between ETI and the CGS Supplier, duly executed and

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<sup>4</sup> Insert date this certification is given. If this certification is given at the time of application for CGS Service, this date must be the Request Date.

<sup>5</sup> For purposes of this Tracking Certification, (i) an agreement is in full force and effect upon the due execution and delivery of the agreement by the parties thereto, and (ii) for the avoidance of doubt, an agreement that has been duly executed and delivered by the parties thereto and has not been terminated or suspended is "in full force and effect" if one or more of the conditions precedent set forth in the agreement has not been satisfied or waived.

<sup>6</sup> Include bracketed language and complete only if this certification is given at the time of application for CGS Service.

delivered by both parties (the “Corresponding ETI-Supplier Contract”), is also in full force and effect and is attached hereto as Annex 1.<sup>7</sup>

F. **Single Contracts.** Each of the Qualifying Supplier-Customer Contract and the Corresponding ETI-Supplier Contract is a single contract related to a single QF and a single CGS Supplier and has not been included in any other Tracking Certification provided pursuant to the CGS Rider (other than any Tracking Certification corresponding to this same CGS Service that is superseded by this Tracking Certification).

G. **Certain Contract Terms and Conditions.** The Qualifying Supplier-Customer Contract has the following terms and conditions, all of which match exactly the corresponding terms of the Corresponding ETI-Supplier Contract:

1. **Facility:** [ ].<sup>8</sup>

2. **Contracted Capacity:** SELECT EITHER

[At all times during the delivery period, \_\_\_ MW from the Facility.]<sup>9</sup>

OR

[At all times during each Contract Year of the delivery period, the number of MW for such Contract Year set forth below from the Facility:

<u>Contract Year</u>	<u>Quantity</u>
1	[insert quantity in MW]
2	[insert quantity in MW]

[repeat for each Contract Year of the delivery period]]<sup>10</sup>

*Automatic Capacity Adjustment:* SELECT EITHER

[The amount of capacity set forth above is not subject to automatic adjustment downward if the condition described in § III(B)(4) of the CGS Rider is not satisfied for the full amount of capacity set forth above and associated energy, but is satisfied at a lower level.]<sup>11</sup> OR

[The amount of capacity set forth above is is subject to automatic adjustment downward if the condition described in § III(B)(4) of the CGS Rider is not satisfied for the full amount of capacity set forth above and associated energy, but is satisfied at a lower level. In such event, the amount of capacity set forth above would be automatically adjusted downward to reflect the highest level of capacity and energy at which such condition is satisfied SELECT EITHER [for the entire

<sup>7</sup> Include bracketed language and complete only if this certification is after the time of application for CGS Service.

<sup>8</sup> Describe the QF from which the contracted capacity will be provided.

<sup>9</sup> Insert bracketed language and complete only if the delivery period is one year.

<sup>10</sup> Insert bracketed language and complete only if the delivery period exceeds one year.

<sup>11</sup> Insert bracketed language only if the capacity is not subject to automatic downward adjustment.

delivery period, subject to a minimum of \_\_ MW.]<sup>12</sup> OR [for the entirety of each Contract Year of the delivery period, subject to a minimum for each Contract Year as set forth below:

<u>Contract Year</u>	<u>Quantity</u>
1	[insert quantity in MW]
2	[insert quantity in MW]
<i>[repeat for each Contract Year of the delivery period<sup>13</sup>]<sup>14</sup></i>	

- 3. **Delivery Period:** \_\_ year(s). The start (if any) of the delivery period under the Qualifying Supplier-Customer Contract will occur concurrently with the start (if any) of the delivery period under the Corresponding ETI-Supplier Contract and the CGS Term. The scheduled start date of the delivery period under the Qualifying Supplier-Customer Contract is the beginning of hour ending 0100 on \_\_\_\_\_.
- 4. **Delivery Point:** [ \_\_\_\_\_ ].<sup>15</sup>
- 5. **Priority:** During the delivery period, the CGS Supplier will allocate the available capacity at the Facility for the delivery of capacity and energy to ETI at the Delivery Point in accordance with the Corresponding ETI-Supplier Contract.

H. **Interconnection Agreement.** Attached hereto as Annex 2 is a true, complete and correct copy of the CGS Supplier’s interconnection agreement with ETI for the interconnection of the Facility to the ETI transmission system at the Delivery Point. The attached interconnection agreement is in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Tracking Certification as of the Certification Date.

[insert name of the CGS Customer]

[insert name of the CGS Supplier]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

<sup>12</sup> Insert bracketed language and complete only if the delivery period is one year.

<sup>13</sup> Insert bracketed language and complete only if the delivery period exceeds one year.

<sup>14</sup> Insert bracketed language only if the capacity is subject to automatic downward adjustment.

<sup>15</sup> Describe the physical point at which the Facility is interconnected to the ETI transmission system.

ANNEX 1 TO TRACKING CERTIFICATION

ETI-SUPPLIER CONTRACT

(see attached)<sup>16</sup>

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<sup>16</sup> Attach fully negotiated ETI-Supplier Contract.

ANNEX 2 TO TRACKING CERTIFICATION  
INTERCONNECTION AGREEMENT FOR THE FACILITY

(see attached)<sup>17</sup>

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<sup>17</sup> Attach the interconnection agreement for the Facility. (The interconnection agreement must comply with the requirements of clause (H) of the Tracking Certification.)