ENTERGY SERVICES, INC.
FEDERAL ENERGY REGULATORY COMMISSION
2017 Attachment O Annual Rate Update

Response of: Entergy Services, Inc.
to the First Set of Data Requests
of Requesting Party: Cooperative Energy

Filed: 8/25/17

Question No.: CE 1-12 Part No.: Addendum:

Question:

To the extent EMI has any natural gas pipelines in its transmission rights of way and receives revenues for such use of the rights of way, please provide the following:

a. Identify the FERC Accounts where EMI records the revenues received for the use of the rights of way;

b. Indicate whether or not such revenues are reflected in the 2017 Formula Rate and, if not, why not; and

c. A copy of the contracts/agreements for use of the rights of way.

Response:

a. In 2016, EMI recorded $3,377 of revenues in account 568 for use of its right of ways.

b. These Account 568 revenues were included in the Attachment O formula rate update.

c. The contracts/agreements that are responsive to this request are confidential. Entergy Services provides a Protective Agreement as an attachment to this response. Entergy Services will supplement this response to provide the contracts/agreements following execution of the Protective Agreement by the party that has requested access to the materials and receipt of a non-disclosure certificate from each representative of the requesting party who will have access to the materials.

PROTECTIVE AGREEMENT

1. This Protective Agreement is by and among Entergy Services, Inc. ("Entergy Services"), on behalf of its public utility affiliates Entergy Arkansas, Inc., Entergy Louisiana, LLC, Entergy Mississippi, Inc., Entergy New Orleans, Inc., and Entergy Texas, Inc. (the "Entergy Operating Companies"), each of which has a transmission formula rate template on file with the Federal Energy Regulatory Commission ("Commission") in Docket No. ER13-948, and the undersigned counterparty that has submitted data requests to Entergy Services in connection with the annual implementation of the Entergy Operating Companies' transmission formula rate templates. The signatories to this Protective Agreement each may be referred to as a "Party" and collectively as the "Parties." This Protective Agreement shall govern the use of all Protected Materials produced by, or on behalf of, any Party, in connection with the implementation of the Annual Update, Information Exchange, and Challenge Procedures with respect to the Entergy Operating Companies' transmission formula rate templates ("Annual Update").

2. This Protective Agreement applies to the following two categories of materials: (A) A Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) A Party shall designate as protected those materials which contain critical energy infrastructure information, as defined in 18 CFR§ 388.113(c)(1) ("Critical Energy Infrastructure Information").

3. Definitions -- For purposes of this Order:

(a) The term "Party" shall mean a Party to this Protective Agreement.

(b) (1) The term "Protected Materials" means (A) materials (including depositions) provided by a Party in response to discovery requests and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) notes of Protected Materials; and (D) copies of Protected Materials. The Party producing the Protected Materials shall physically mark them on each page as "PROTECTED MATERIALS" or "CONFIDENTIAL" or with words of similar import as long as the term "Protected Materials" or "CONFIDENTIAL" is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Party producing such information shall additionally mark on each page containing such information the words "Contains Critical Energy Infrastructure Information - Do Not Release".

(2) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(b)(1). Notes of Protected Materials are subject to the same restrictions provided in this order for Protected Materials except as specifically provided in this order.

(3) Protected Materials shall not include (A) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the

public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement. Protected Materials do include any information or document contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which Parties who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Parties have read the Protective Agreement and agree to be bound by it. All Non-Disclosure Certificates shall be served on all Parties to this Protective Agreement.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

(1) an attorney who represents a Party;

(2) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Subparagraph (1); and

(3) an expert or an employee of an expert retained by a Party for the purpose of advising, preparing for or testifying in the Annual Update.

4. Protected Materials shall be made available under the terms of this Protective Agreement only to Parties and only through their Reviewing Representatives as provided in Paragraphs 7-9.

5. Protected Materials shall remain available to Parties until the later of the date that an order terminating the Annual Update becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Parties shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period each Party, if requested to do so, shall also submit to the producing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Agreement.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9.

7. Protected Materials shall be treated as confidential by each Party and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of the Annual Update, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of the Annual Update and who needs to know the information in order to carry out that person's responsibilities in the Annual Update. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy, the direct supervision of any employee or employees whose duties include the marketing of energy, the provision of consulting services to any person whose duties include the marketing of energy, or the direct supervision of any employee or employees whose duties include the marketing of energy, such Reviewing Representative may not use information contained in any Protected Materials obtained through the Annual Update to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that a Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3 (d) above, the Party shall seek agreement from the Party providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(d) above with respect to those materials.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this order.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in the Annual Update, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the certification.

11. Nothing in this Protective Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

12. All Protected Materials filed with the Commission or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

13. Nothing in this Protective Agreement shall be deemed to preclude any Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in the Annual Update under this Protective Agreement.

14. None of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

15. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with this Annual Update. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

16. This Protective Agreement may be executed in counterparts.

(Signatures on following page)

Entergy Services, Inc.

By: Michael C. Griffen Date 8/22/2017
Title: Assistant General Counsel

Counterparty: _____

By: Date
Title:

Non-Disclosure Certificate

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement dated January _____, 2016, among Entergy Services, Inc.; Arkansas Electric Cooperative Corporation; South Mississippi Electric Power Association; and East Texas Electric Cooperative, Inc.; that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement.

By: _____
Printed Name: _____
Title: _____
Representing: _____
Date: _____