

Entergy Services, Inc.

As Agent for

Entergy Arkansas, Inc. Entergy Gulf States, Inc. Entergy Louisiana, Inc. Entergy Mississippi, Inc. Entergy New Orleans, Inc.

FERC ELECTRIC TARIFF
RATE SCHEDULE NO. 3

Entergy Services, Inc.

As Agent for
Entergy Arkansas, Inc.
Entergy Gulf States, Inc.
Entergy Louisiana, LLC
Entergy Mississippi, Inc.
Entergy New Orleans, Inc.

TRANSMISSION SERVICE PROCESSING MANUAL

Issued by: Randall Helmick

Vice President, Transmission

Issued on: November 16, 2006

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Vice President, Transmission

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<u>Procedures for</u> Loss Compensation Service

1. <u>Purpose</u> Capacity and energy losses occur when Entergy delivers electricity across its transmission facilities for a Transmission Customer. Transmission Service pricing does not include losses, and Entergy does not provide for the losses. Transmission Customers are required to make their own arrangements for providing for losses.

2. Providing for Losses

- 2.1 All NERC tags utilizing Entergy's Point-to-Point transmission service must indicate how the transmission losses will be supplied in the loss accounting section of the tag.
- 2.2 For each Point-to-Point transaction, the losses for that transaction must be provided at the point of receipt. This applies to all Point-to-Point transactions regardless of whether or not the losses are supplied from internal sources. Loss accounting must be supplied or the tag will not be implemented.
- 2.3 The loss factor on the Entergy system is 1.03. The energy received at Entergy's point of receipt must be equal to the energy scheduled for delivery to the point of delivery multiplied by the loss factor of 1.03, and rounded up to the next whole MW.

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<u>Procedures for</u> <u>Scheduling Service and Emergency Assistance</u>

- 1. <u>Scheduling Service</u> Entergy will accept new schedules up to twenty minutes prior to the start of the schedule instead of 20 minutes prior to the top of the hour. The following guidelines should be followed for submitting partial hour schedules:
 - 1.1 New schedules or schedule changes must be submitted no later than 20 minutes prior to start. New schedules or schedule changes received after the twenty minute deadline will be deemed LATE and will be denied for anything other than emergency reliability reasons.
 - 1.2 The schedule must be at least 10 minutes in length.
 - 1.3 The customer must have enough reservation(s) to cover the instantaneous MW amount. For example, if a customer wishes to schedule 100 MW for 15 minutes, then the reservation must be for 100 MW for at least the entire hour and not for the integrated amount of 25 MWH.
 - 1.4 The smallest increment of service that Entergy offers is fixed hourly (starts at the beginning of a clock hour and stops at the end of a clock hour; therefore, if the schedule crosses the hour, the customer must have enough reservation(s) in each hour to cover the instantaneous MW amount. For example if a customer wishes to start a 100 MW schedule at 00:45 and end it at 01:15, then the customer must have a reservation for 100 MW for the entire hour ending 1 and the entire hour ending 2.
 - 1.5 As with any schedule, to the extent neighboring Control Areas are involved, they must also approve the details and timing of the submitted schedule.
- 2. <u>Arranging for Emergency Assistance</u> Entergy requires all customers receiving emergency assistance that uses transmission service on Entergy's system to submit an OASIS reservation after the fact.
 - 2.1 It is the responsibility of the sink control area to make sure that the reservation is entered. For sink control areas that are not network customers of Entergy the type "PTP EMERGENCY ASSIST" should be used. For sink control areas that are network customers of Entergy the type "NETWORK EMERGENCY ASSIST" should be used.

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2.2 The reservations covering the emergency assist should be entered as soon as practicable, but within 24 hours of the start of the emergency assist schedule.

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<u>Procedures for</u> Requesting, Confirming and Verifying Network Resources

1. Purpose

- 1.1 Under Entergy's open access transmission tariff ("OATT"), Network Customers may designate Network Resources that generally fall within one of two categories: (1) generating facilities that the Transmission Customer directly owns or leases; and (2) executed power purchase contracts that commit the Transmission Customer to pay for non-interruptible power. Both types of Network Resources must be deliverable (i.e., there must be sufficient ATC to grant the service request), and each type of Network Resource must also meet the specific requirements in the OATT for that type of Network Resource.
- 1.2 The purpose of this document is to describe the procedures by which existing Network Customers must: (1) request and confirm Network Resource designations over Entergy's OASIS; and (2) provide information necessary to verify that the applicable OATT requirements have been met for each Network Resource request that is confirmed. This document is not intended as an exhaustive list of all requirements applicable to Network Resources or the procedures that apply when new Network Customers seek to designate Network Resources for the first time as part of the initial application for Network Integration Transmission Service ("NITS").
- 1.3 The procedures described in this document will become effective as of [insert date]. Once the Independent Coordinator of Transmission ("ICT") has assumed its functions, these Procedures will be administered by the ICT and the information required herein will be provided directly to the ICT.

2. <u>Submitting Requests Over OASIS</u>

- 2.1 All requests by existing Customers to designate new Network Resources must be made over OASIS as a request for modification of service pursuant to Section 29 of the OATT.
- 2.2 Network Resource designations must be submitted prior to 12:00 noon CPT on the day prior to the day of service. Although the deadline for requests is 12:00 noon CPT, Network Resource designations should be submitted as soon as practicable to ensure that the ICT can evaluate the requests in time to allow commencement of service.

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Confirming Requests Over OASIS 3.

- Network Customers will have the option of submitting Network Resource 3.1 requests as "Preconfirmed," provided that the information required to confirm that the Network Resource requirements have been met is available at the time the request is submitted. To qualify as "Preconfirmed," the request must include the contract reference number in the customer comment field of the OASIS request. If that information is not available, the Customer may still submit a request to designate the Network Resource, but may not submit it as "Preconfirmed." Network Resource requests that are submitted "Preconfirmed" will be moved automatically to a final status of "Confirmed" if transmission service is determined to be available. Except in the case of counter-offered requests, the Customer is not required to manually "Confirm" requests that are submitted "Preconfirmed."
- 3.2 For Network Resource requests that are not "Preconfirmed," the ICT will notify the Customer that transmission service is available by changing the request status on OASIS to "Accepted." Once a request has been "Accepted," the Customer must manually "Confirm" the request over OASIS by the deadlines specified in the NAESB business practices, which are outlined in Procedure 4.3.2 below; otherwise, the request will be automatically "Withdrawn." For requests of less than one year, the information required to confirm that the Network Resource requirements have been met must be available at the time the request is Confirmed. For requests of one year or longer, the information required herein must be available within 30 days of Confirmation. See Procedure 4.3.3 below.

Providing Information to Verify New Network Resources 4.

4.1 Information Required for Generating Facilities. For requests to designate generating facilities as Network Resources, Network Customers will provide the following information to verify that the applicable requirements have been met: (1) information sufficient to show that the generating facility is owned or leased by the Customer; (2) a standard "attestation" form verifying that (a) the portion of the generating facility's output to be designated as a Network Resource is not committed for sale on a firm basis to non-designated third-party load and is able to meet Network Load on a non-interruptible basis, and (b) where the generating facility is not directly interconnected with the Entergy transmission system, a firm transmission path has been established by the Customer to a point of delivery on the Entergy transmission system. The standard attestation

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form can be found at: http://oasis.e-terrasolutions.com/documents/EES/Entergy Network Designation Form. html.

- 4.2 Information Required for Power Purchase Agreements. For requests to designate power purchase agreements as Network Resources, Network Customers will provide the following information to verify that the requirements for designating power purchase contracts as Network Resources have been met: (1) the power purchase contract itself; and (2) a standard "attestation" form verifying that the power purchase contract meets the standards for designating a Network Resource. The contract and standard attestation form must be provided for each request, even if the contract has been previously submitted for another request. The standard attestation form can be found at: http://oasis.e-terrasolutions.com/documents/EES/Entergy Network Designation Form. html.
 - 4.2.1 An option contract may be designated as a Network Resource once the option is exercised to convert the transaction to a capacity purchase and the remaining Network Resource designation requirements are met.
 - 4.2.2 A firm liquidated damages ("LD") contract may be designated as a network resource as long as it may not be interrupted for economic reasons and the remaining Network Resource designation requirements are met.
- 4.3 <u>Timing of Submitting Required Information</u>.
 - 4.3.1 For Preconfirmed requests, the executed contract and the standard attestation form must be submitted at the time the request to designate the Network Resource is submitted. All requests that are submitted as Preconfirmed without the required information will be "Annulled." If the information required herein is not available at the time the request is submitted (e.g., where execution of the contract is contingent on the availability of transmission service), the Customer may still submit a request to designate the Network Resource, but should not submit the request as "Preconfirmed."
 - 4.3.2 For Network Resource requests of increments less than a year that are <u>not</u> Preconfirmed, the Customer must provide information described herein <u>no later than at the time the request to designate the Network Resource is "Confirmed." The deadlines for confirming</u>

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requests (and for providing the required information under these Procedures) are based on the standard NAESB business practices approved by FERC and are summarized in the table below. If the required information is not available by the deadline for Confirmation, the Customer may not Confirm the request and must allow the request to reach a final status of "Withdrawn." All requests that are "Confirmed" without the information required in Section 2 will be "Annulled."

Service Increment of OASIS Request	Deadline For Confirmation
Monthly	4 days
Weekly	48 hours
Daily (submitted > 24 hours in advance)	24 hours
Daily (submitted < 24 hours in advance)	2 hours

- 4.3.3 For Network Resource requests of a year or longer that are <u>not</u> Preconfirmed, the Customer must provide the information described herein <u>no later than 30 days after the request to designate the Network Resource is "Accepted" by the ICT and Confirmed by the Customer, provided that the Customer has entered into a letter of intent to purchase a new resource at the time of the request.</u>
- 4.4 Method of Submitting Required Information Effective as of [insert date], the standard attestation forms and any other required information should be faxed to the following fax number: [insert number]. Once final approval for the ICT proposal has been obtained and the ICT has assumed its functions, the ICT will notify Network Customers of the fax number to be used when submitting the information required herein.

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FORM FOR DESIGNATION OF NETWORK RESOURCES

As stated in Section 30.7 of the Entergy Open Access Transmission Tariff ("Tariff" or "OATT"), the Transmission Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a Network Resource. Alternatively, the Transmission Customer may establish that execution of a contract is contingent upon the availability of Network Integration Transmission Service under Part III of the Tariff. This form signifies that a valid contract has been executed or that a valid contract is contingent ONLY upon the availability of Transmission Service.

Please Fax form to the ICT Next Day office.
Customer:
Customer.
Contract Reference #:
OASIS ID(s) #:
The transmission customer may fulfill the requirements of this form by completing either Option 1 or Option 2, set forth below.
OPTION 1: <u>Designation of Generation Facility owned or leased by the Transmission Customer:</u>
<u>Step 1</u> : Identify the OASIS IDs to which the proposed designation of generation facilities owned or leased by the Transmission Customer applies:
Step 2: Check the following applicable boxes:
 a) The Network Resource is not committed for sale on a firm basis to non- designated third-party load.
b) The Network Resource is able to meet Network Load on a non-interruptible basis.
c) The generating facility is deliverable to the Entergy transmission system because either:
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- The generating facility is directly interconnected with the Entergy transmission system; or
- ii) The generating facility is not directly interconnected with the Entergy transmission system, but a firm transmission path is established by the Transmission Customer to a point of delivery on the Entergy transmission system.
- <u>Step 3</u>: If the Transmission Customer checked the box c.ii. above, please indicate in the spaces below the Transmission Provider(s) and external OASIS IDs related to the firm transmission path.

smission Provide	ler OASIS ID(s)	
A		
· · · · · · · · · · · · · · · · · · ·		-

<u>NOTE 1</u>: If the Transmission Customer cannot check boxes a) through c), then the Transmission Customer cannot designate a generation facility that it owns or leases as a Network Resource.

OPTION 2: Designation of a Power Purchase Contract as a Network Resource.

<u>Step 1</u>: Identify the OASIS IDs to which the proposed designation of executed power purchase agreements applies:

- <u>Step 2</u>: Check the following applicable boxes:
 - a) The purchase is under a finalized contract because either:
 - i) The purchase is under an executed contract; or
 - ii) The purchase is under an unexecuted contract, but execution is contingent ONLY upon the availability of transmission service.
 - b) The purchase is a firm power purchase that allows for interruption only for reliability reasons, not economic reasons.
 - c) The terms of the contract do not enable the Customer to avoid the financial consequences of owning a generating unit or committing to a purchase because either:

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		i) 「	The contract commits th	e Customer to pay for the purchase; or		
ii) The contract is an option contract but the option is exercised to the transaction to a capacity purchase and the remaining Resource designation requirements are met.						
(d) 「	The c	contract is supplied by o	generating facilities that are deliverable to the because either:		
		i)	The generating facility transmission system; or	is directly interconnected with the Entergy		
		ii)「	transmission system by	is not directly interconnected with the Entergy ut a firm transmission path is established by the er to a point of delivery on the Entergy		
<u>Ste</u>	<u>р 3</u> :	the s	Transmission Customer paces below the Trans do to the firm transmission	checked the box d.ii. above, please indicate in smission Provider(s) and external OASIS IDs n path.		
		Tran	smission Provider	OASIS ID(s)		
Step 4: Submit power purchase contract to the ICT. Note: The contract must be submitted for each request, even if it has been submitted previously for a different reservation.						
Tra	TE 2 insmissourc	ssion (e Transmission Custome Customer cannot design	er cannot check boxes a) through d), then the ate a power purchase contract as a Network		
<u> </u>	-4		conte to the ICT auditi	By completing this form, the Transmission ng, if it determines necessary, of responses the with the requirements of Entergy's OATT.		
Sig	ned b	y:		Printed Name:		
lss	ued b	y: Rar Vice	ndall Helmick President, Transmission	Effective November 17, 2006		
lss	ued o	n: Nov	ember 16, 2006			

Entergy Services, Inc.
FERC Electric Tariff
Rate Schedule No. 3

Original Sheet No. 13

Date: _____

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Business Practice for Network Resource Delisting/Displacement Studies

1. Purpose This business practice, in accordance with Sections 28, 30 and 32 of Entergy's Open Access Transmission Tariff (OATT) describes the study process for designating new Network Resources on a long-term basis (i.e., for durations of one year or more). The business practice provides Network Customers on the Entergy system with flexibility in selecting new long-term Network Resources under Section 30.2 and in terminating existing Network Resources under Section 30.3.

2. Study Options

- 2.1 Network Customers will be offered the option of having their requests for designation of new-long term Network Resources studied subject to the "delisting/displacement" of existing resources as well as on an incremental basis.
 - 2.1.1 The terms "delisting" and "displacement" refer to study methodologies for evaluating new Network Resources. In general, a "delisting" study evaluates a new Network Resource as a long-term substitution for an existing Network Resource, while a "displacement" study evaluates a new Network Resource as a short-term substitution for an existing Network Resource.
 - 2.1.2 If the "delisting/displacement" option is selected, and the study indicates that service is available, the Network Customer may receive firm service subject to the termination of the existing Network Resource(s) identified in the System Impact Study and that have previously been granted firm network service.
- 2.2 Network Customers seeking designation of new long-term Network Resources may request that the study be performed in one of the following ways:
 - 2.2.1 Incremental only: the Network Customer directs the ICT to study whether the proposed long-term Network Resource can be designated in addition to the Network Customer's existing Network Resources.
 - 2.2.2 Incremental and delisting/displacement: the Network Customer directs the ICT to study whether the proposed long-term Network Resource can be designated either on an incremental basis or

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through delisting/displacement of some subset of the Network Customer's existing long-term Network Resources. If the Network Customer selects this option, it will have an opportunity to confirm which of the existing Network Resources should be terminated under Section 30.3 of the OATT in order to qualify the proposed Network Resource. In order to confirm service granted pursuant to a de-listing/displacement study, the Network Customer must terminate the identified existing Network Resource(s) pursuant to Section 30.3 of the OATT. Pursuant to Section 28.4 of the OATT, delisted/displaced resources may be used on a Secondary Service (non-firm network transmission service) basis to supply the Network Customer's Network Load during the term of the designation of the new Network Resource.

3. Study Process

- 3.1 In all cases, the ICT will study the Network Customer's new request on an incremental basis, consistent with current practice. If service cannot be granted for the new resource as an additional Network Resource for the Customer, then, if option 2 has been selected by the Network Customer in the initial request, the ICT will identify which of the Network Customer's existing long-term Network Resources could be delisted/displaced so as to provide the requested designation for the new resource.
- 3.2 The ICT will consider all Network Resources for which the Customer has firm network service and shall study the most cost effective mix of resources for delisting/displacement based on estimated variable production costs for the Network Resources. Alternatively, the Network Customer may choose to supply a list of the units that may be considered for delisting/displacement, and the variable costs to be used in the study.
 - 3.2.1 If the Network Customer has chosen to have delisting/displacement studied, the ICT will supply the Network Customer with up to two potential delisting/displacement options, based on the System Impact Study and dispatch costs estimated by the ICT or supplied by the Network Customer. Each option may involve delisting/displacing more than one of the Network Customer's existing Network Resources and may also include some level of transmission upgrades.
 - 3.2.2 The Network Customer will then have the opportunity to choose one or neither of the offered options. If the Network Customer

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chooses neither option but asks the ICT to study another delisting/displacement scenario, this will constitute a new request for service.

4. Rollover Rights Associated with Delisted/Displaced Resources

- 4.1 Upon requesting service, the Network Customer will be required to specify the treatment for the new resources approved for service in the delisting/displacement study process and the associated delisted/displaced resource:
 - 4.1.1 The Network Customer can elect to have rollover rights associated with the new resource. Network service for the delisted/displaced resource will then be terminated, and the delisted/displaced resource will be subject to a transmission study before it can be used as a Network Resource again in the future.
 - 4.1.2 Alternatively the Network Customer can choose to have firm network service restored to the delisted/displaced resource after expiration of the granted service. In doing so, the Network Customer will forego the rollover rights of the new resource.
- 4.2 At the time the request for service is submitted, the Network Customer must specify the rollover rights treatment by indicating its choice in the OASIS "comment" field. If (and only if) the Network Customer's first choice for rollover treatment is not available, the ICT will study the other rollover option and, if available, offer that option to the Network Customer. If the Network Customer chooses to have rollover rights associated with the new Network Resource (i.e., option 1), and a competing request for long-term firm point-to-point service is submitted from the same resource after the term of the original transaction with the Network Customer, the Network Customer's rollover rights to that resource may be impacted.
- 5. <u>Displacements of Existing Network Resources Through the AFC Process</u> In addition to the options described above for long-term Network Resource designations, the ICT will allow network customers to use the Redirect capabilities of OASIS to substitute an existing network resource reservation with a new network resource reservation. This functionality will enable network customers to designate a new network resource provided that the new resource does not create new transmission constraints or make existing constraints any worse. During the period in which the new network resource is designated, the existing network resource will be "un-designated," i.e., unavailable to serve as a firm network resource unless a new reservation is submitted. This functionality

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can only be used where an actual OASIS reservation exists for the existing network resource and only applies to short-term (i.e., less than a year) reservations.

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Balancing Authority Designation Requirements

- 1. Generators connecting to the Entergy Transmission System have the following options available regarding Balancing Authority area election:
 - 1.1 Be included in the Entergy Balancing Authority.
 - 1.2 Be included in another existing Balancing Authority (i.e. TVA, LaGen, LEPA, CLECO).
 - 1.3 Create a new Balancing Authority that may be a generator-only Balancing Authority or a combination of generation and load.

2. Terms and Conditions

- 2.1 When a generator is included in the Entergy Balancing Authority the following principles apply:
 - 2.1.1 The Generator Imbalance Service is provided by Entergy.
 - 2.1.2 The generator must use the (AFC) process to obtain transmission service in the short term (0 to 18 months).
 - 2.1.3 The facility must arrange for Transmission Service over Entergy Transmission System through the ICT.
 - 2.1.4 The ICT will perform NERC Reliability Coordinator functions.
- 2.2 When a generator is included in another existing Balancing Authority the following principles apply:
 - 2.2.1 The Generator Imbalance Service shall be provided by another Balancing Authority.
 - 2.2.2 The facility must arrange for Transmission Service through the Entergy Transmission System through the ICT.
 - 2.2.3 The Reliability Coordinator for the host Balancing Authority provides NERC Reliability Coordinator functions for the facility.
- 2.3 When a generator creates a separate Balancing Authority the following principles apply:

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- 2.3.1 The Generator Imbalance Service must be self provided or arranged through contract.
- 2.3.2 The facility must arrange for Transmission Service over the Entergy Transmission System through the ICT.
- 2.3.3 The facility must arrange for performance of NERC Reliability Coordinator functions.

3. <u>Balancing Authority Designation/Election</u>

- 3.1 <u>Initial Balancing Authority Designation/Election.</u> Balancing Authority designation/election for new generating facilities commencing operation for the first time, must be made a minimum of ninety (90) days in advance of initial synchronization to the transmission system. Initial Balancing Authority election and any subsequent change in Balancing Authority election must remain in effect for a minimum of twelve months.
- 3.2 Subsequent Balancing Authority Designation/Election. Requests to subsequently modify a Balancing Authority election must be submitted in writing to Entergy in compliance with the Notice section of the applicable Interconnection and Operating Agreement. The generator must provide one-line diagrams of the proposed change identifying metering points. The generator requesting a change in its' Balancing Authority is responsible for all costs associated with accommodating such request. Subsequent requests to change Balancing Authority must be submitted in writing to the ICT and Entergy a minimum of ninety (90) days prior to effective date.

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Creditworthiness Procedures

- 1. In accordance with revised Section 11 of Entergy's OATT, draft copies of an acceptable Letter of Credit, Surety Bond and Continuing Guaranty are posted. These copies can be downloaded from the following links:
 - 1.1 Acceptable Letter of Credit
 - 1.2 Surety Bond
 - 1.3 Guaranty
- 2. A Transmission Customer that has been in business for at least one year and is not rated by S&P or Moody's may establish creditworthiness in accordance with revised Section 11.2(vi) by submitting its most recent audited financial statements to Entergy for review. A description of the financial information required and Entergy's evaluation process can be viewed from the following link: Entergy Creditworthiness Evaluation.

If you have any questions, please call the Entergy Transmission Policy group.

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SAMPLE

BANK LETTER HEAD

BENEFICIARY: Entergy Services, Inc., as agent for P.O. Box 6008 Mail Unit L-JEF-359 New Orleans, LA 70174	APPLICANT: Name Address (Service Location) City, State, Zip
RE: Unconditional and Irrevocable Standby Le	etter of Credit No
Gentlemen:	
We hereby establish our Unconditional and Irre in your favor for Entergy Services Inc., Entergy Gulf States, Inc., Entergy Louisian Entergy New Orleans, Inc., for the account of the drafts on us payable at sight for any sum of most when accompanied by this Letter of Credit and the following document:	na, Inc., as agent for Entergy Arkansas, na, Inc., Entergy Mississippi, Inc., and he above Applicant available by your oney not to exceed a total of
 Beneficiary's statement certifying that invoice remain outstanding and unpaid 15 days or remain 	
This Unconditional and Irrevocable Standby Le, 20 and shall thereafter be auto year periods upon the anniversary of its issue, anniversary date we notify you in writing by reg that we elect not to so renew this credit. Upon elect to draw hereunder up to the aggregate ou accompanied by this Unconditional and Irrevocation.	matically renewed for successive unless at least 60 days prior to such istered mail (return receipt requested) receipt by you of such notice, you may itstanding balance by your draft
All drafts drawn under this credit must state: "Dunconditional and Irrevocable Standby Letter o, 20" The original Uncondition presented with any drawing so that drawing care	f Credit No dated nal and Standby Letter of Credit must be
Except so far as otherwise expressly stated, this Letter of Credit is subject to the "International Sof Commerce Publication No. <u>590</u> ."	•
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Entergy Services, Inc. FERC Electric Tariff
Rate Schedule No. 3

SAMPLE

We hereby engage with bona fide holders, endorsers and drawers of such drafts drawn
under and in compliance with the terms of this credit that such drafts will be duly
honored upon due presentation and delivery of documents as specified to
(Bank's Name & Address) or (Correspondent's Bank's Name & Address). Sincerely,
By: Title:

Issued by: Randall Helmick

Vice President, Transmission

BOND NO.

SURETY BOND

Know All Men By These Presents:	
That Weas PRINCIPAL, and	,
as SURETY, acknowledge ourselves to be in Services, Inc., as agent for Entergy Arkansas Louisiana, Inc., Entergy Mississippi, Inc., and "Entergy") in the sum of	s, Inc., Entergy Gulf States, Inc., Entergy
(\$) for the payment whereof we bir administrators, and assigns, jointly and seve	
Whereas, the said PRINCIPAL has enfrom it transmission service and/or related sebills presented by said Entergy Services, Inc. Access Transmission Tariff (OATT) and to all respects therein set forth.	in accordance with Entergy's Open
Now, therefore, if said PRINCIPAL per, and any renewals or ex such service promptly when due, then this obtain full force and effect.	rforms obligations in said contract dated tensions of same and shall pay all bills for bligation shall be void; otherwise, to remain
The SURETY may cancel this bond at Inc., Attention: Collection Department, Mail U Orleans, LA 70174, sixty (60) days written no The Surety shall not be discharged from any which shall accrue hereunder before the expi	tice of its desire to be relieved of liability. liability already accrued under this bond, or
In Witness Hereof the parties have her of, 20	reunto signed this bond, this the day
(PRINCIPAL)	(SURETY)
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Effective November 17, 2006

By:	·				
Ву:					
Title:	The state of the s				
Title:					
INSURANCE COMPANY	SURETY BOND REQUI	REMENTS CHECKLIST			
=======================================	=======================================	=======================================			
		pany Surety Bond in a timely ements are addressed:			
Surety Bond is issued by a company with an "A" rating by A.M. Best's Surety Bond is completed for Entergy Services, Inc. The name of the customer on the surety bond is the legal name of the business as it appears on the Transmission Service Agreement Surety Bond has a bond number issued by insurance company Surety Bond is signed by principal Power of Attorney is attached to original surety bond Surety Bonds are for a minimum of \$1,000 The completed original Surety Bond should be mailed to:					
Entergy Ser Attention: C P.O. Box 600 Mail Unit L-J New Orleans	ollection Department 08 IEF-359				

Should you or your insurance company have questions regarding these requirements, please call your Customer Service Center or call 504-840-2518 or 2586 (New Orleans, Louisiana) for assistance.

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GUARANTY

the benefit of l Entergy Louis	Entergy Servi iana, LLC, E	is ces, Inc.	made , Entergy <i>F</i>	and Arkansas, In	entered c., Entergy	into ("Guarantor' / Gulf States	by o foi") , Inc.
(collectively, "E	intergy).						
			TNESS				
WHERE under the laws indirectly, by G (the "Services"	EAS, of the State of Guarantor, has) pursuant to	of applied Entergy's	to Entergy S Open Acc	omer"), a owne for transmi cess Transm	ed or cont ssion and/ nission Tar	organize crolled, director for related ser or (the "Tariff	ed tly or vices ').
WHERE Customer's ab	AS, pursuan	t to the s respons	Tariff, Er sibilities an	tergy requi d obligations	res financ s under the	ial assuranc Tariff.	es of
WHERE Customer and	AS, Guaran					n of Service	es to
NOW T from Entergy p as follows:	HEREFORE, providing Serv						
1. Girrevocably and timely and ful connection with costs incurred (collectively, thand not of collectively, rescinded, re	I payment was Services income by Entergy in e "Obligations ection. Should woked, or resulted their pursua Guarantor shape ayment had	ally guara when due cluding, v connect any pa covered ant to Ch all remain	antees to E without limit tion with eff Guaranty yment by C from Ent apter 5 of the I liable her en made.	Entergy, its sobligations of ation, all reaforts to colle shall constituted as a constitute as a collection as	successors of Custom asonable a ect paymer tute a guar respect of preferen nkruptcy C espect of s	s and assigns ter to Enterg ttorney's fees ts from Cust rantee of pay any Obligatio ce or fraud ode or any si uch Obligatio	s, the gy in s and omer ment on be lulent milar on as
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recovery of attorney's fees and costs incurred in connection with efforts to collect payments required to be made under the Tariff or any related agreements, and, except to the extent specifically provided in the Tariff or any related agreements, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages or costs. If and to the extent that any of the Obligations, or any part thereof, is deemed to constitute liquidated damages, the Guarantor acknowledges and agrees that damages are difficult or impossible to determine and that liquidated damages constitutes a reasonable approximation of the amount of such damages and not a penalty.

(b) The aggr	regate amoi	unt covered b	y this Gua	ranty shall no	ot exceed	U.S.
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- DEMANDS AND NOTICE. Should Customer fail or refuse to pay any 2. Obligations for whatever reason, including without limitation the insolvency or filing of a petition under the United States Bankruptcy Code by or against Customer, and should Entergy elect to exercise its rights under this Guaranty, Entergy shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount Customer has failed to pay and an explanation of why such payment is due, with a specific statement that Entergy is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be required with respect to Obligations before Guarantor is required to pay such Obligations hereunder and shall be deemed sufficient notice to Guarantor that it must pay the Obligations within five (5) Business Days after its receipt of the Payment Demand. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until Customer or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured. As used herein, the term "Business Day" shall mean a day on which commercial banks or financial institutions are open for business in New York, New York.
- 3. <u>REPRESENTATIONS AND WARRANTIES</u>. Guarantor represents and warrants that:
 - (a) it is a _____ duly organized and validly existing under the laws of the State of ____ and has the power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
 - (b) the execution, delivery, and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets;

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- (c) no authorization, approval, consent or order of, or registration or filing with, person or any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty, except those which have been duly obtained or made;
- (d) this Guaranty, when executed and delivered, will constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and
- (e) it will directly or indirectly benefit from the Services provided by Entergy to Customer.
- 4. <u>SETOFFS AND COUNTERCLAIMS</u>. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Customer or any other affiliate of Guarantor is or may be entitled to, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Customer.
- 5. <u>AMENDMENT OF GUARANTY</u>. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Entergy.
- 6. <u>WAIVERS</u>. Except as required in Section 2 above, Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor; and (c) any right to require that any action or proceeding be brought against Customer or any other person, or to require that Entergy seek enforcement of any performance against Customer or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Entergy in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Tariff or any related agreements.

Guarantor may terminate this Guaranty by providing written notice of such termination to Entergy and upon the effectiveness of such termination, Guarantor shall

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have no further liability hereunder, except as provided in the last sentence of this paragraph. No such termination shall be effective until sixty (60) days after receipt by Entergy of such termination notice. No such termination shall affect Guarantor's liability with respect to any transaction entered into between Customer and Entergy prior to the time the termination is effective, which transaction shall remain guaranteed pursuant to the terms of this Guaranty.

Each of the Entergy companies identified in the preamble to this Guaranty shall have the right to enforce its interest in this Guaranty without the joinder of other Entergy companies.

7. <u>NOTICE</u>. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

To Entergy:	Entergy Services, Inc. 639 Loyola Avenue Mail Unit: L-SCH-1 New Orleans, LA 70113-	To Guarantor:	
	7125 Attn.: Manager, Transmission Services		Attn.:
	Fax No.: [insert]		Fax No.:

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. <u>EXPENSES OF ENFORCEMENT</u>. The Guarantor agrees to pay on demand all reasonable out-of-pocket expenses (including the reasonable fees and expenses of Entergy's attorneys) in any way relating to the enforcement or protection of

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the rights of Entergy hereunder; provided, however, that the Guarantor shall not be liable for any expenses of Entergy if no payment under this Guaranty is due.

MISCELLANEOUS. This Guaranty shall in all respects be governed by. and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws (other than Section 5-1401 of the New York General Obligations Law). Guarantor submits to the non-exclusive jurisdiction and venue of the state and federal courts located in New Orleans, Orleans Parish, Louisiana for any litigation relating to this Guaranty, and Guarantor and Entergy (by accepting this Guaranty) waive any right either of them may otherwise have to have any issues relating to this Guaranty or any Obligations determined by a jury. This Guaranty shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Entergy, its successors and assigns. This Guaranty may not be assigned without Entergy's prior written consent; any purported assignment made in violation of this restriction shall be null and void. This Guaranty embodies the entire agreement and understanding between Guarantor and Entergy and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof.

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Vice President, Transmission

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<u>Creditworthiness Evaluation of</u> <u>Unrated Transmission Customers</u>

1. <u>Purpose.</u> These procedures describe the creditworthiness evaluation, under Section 11.(2)(vi) of Entergy's OATT, of Transmission Customers that are not rated by either Standard and Poor's ("S&P") or Moody's Investor Services, Inc. ("Moody's").

2. Evaluation Process

- 2.1 Transmission Customers that do not have Standard and Poor's ("S&P") or Moody's Investor Services, Inc. ("Moody's") Long-Term Issuer Credit Ratings can establish creditworthiness if they have been in business at least one year and provide audited financial statements that demonstrate that they meet the standards that are at least equivalent to the standards underlying a S&P Long-term Issuer Credit Rating of BBB- (or better) or Moody's Long-term Issuer Credit Rating of Baa3 (or better).
 - 2.1.1 Such financial statements should include the Transmission Customer's business start date, present ownership, line of business, as well as overall credit ratings, financial stress or credit score assigned by public sources.
 - 2.1.2 A Transmission Customer must also provide *sworn* financial information sufficient to allow Entergy to evaluate, among other things, the customer's Liquidity, Profitability, Leverage, and Cash Flow measures from year-to-year and for comparison to other companies in the same industry.
- 2.2 In conducting its credit review, Entergy may consider a Transmission Customer's reported trade experiences, including the average high and highest trade reference, compared to the industry average. Entergy may also review the public record for reported suits, liens, judgments and UCC filings, and in order to determine if the Transmission Customer is operating under any chapter of the bankruptcy laws and/or is subject to liquidation or debt reduction procedures under state laws.
- 2.3 If the Transmission Customer is found not to be creditworthy pursuant to Section 11.2(vi) of Entergy's OATT, Entergy will provide the Transmission Customer a written explanation of such determination.

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Prepayment of Service

Effective Date: For OASIS reservations with a start of service date on or after June 1, 2004.

3. Purpose. This Business Practice describes the implementation of the prepayment provisions for new and existing transmission customers under Section 11.3 of Entergy's OATT.

4. **General Requirements**

- 4.1 The Customer must provide at least 30 days notice of its election of prepayment status. The election must be made on a calendar month basis. Upon election of prepayment status, the Customer must immediately provide to Entergy Services Transmission Services group a phone number, a fax number, a primary contact name, and an email address in order to facilitate the necessary rapid exchange of invoice data and remittance of funds. Any outstanding transmission service charges, including charges for the current month's service, will be invoiced at the end of the current month pursuant to the normal transmission service customer billing cycle. These charges must be paid by the due date, which will be the earlier of the normally calculated due date or five (5) Business Days prior to the beginning of the next month.
- 4.2 This prepayment process assumes a valid OASIS request is one that has been approved by the Transmission Provider (TP) and confirmed by the Prepayment Transmission Customer (PPTC).
- 4.3 By virtue of the inherent nature of Daily Non-firm and Hourly Non-firm service. Entergy is unable to accommodate these types of service under the FERC approved prepayment provisions.

5. Invoices and Payments

On each Business Day, the Transmission Provider will identify all 5.1 confirmed reservations from PPTCs through the end of the prior calendar day, generate invoices, and transmit the invoices to the PPTC by fax and/or email. A separate invoice will be generated for each confirmed OASIS reservation. A Business Day is defined as one which is recognized by the Federal Reserve Bank as an operational day and excludes weekends and holidays as defined by the Federal Reserve Bank.

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- 5.2 For reservations of one month or less, the invoice due date for prepaid transmission service will be two (2) business days following the date of the invoice and no later than five (5) business days prior to the start of service for that reservation (i.e., the earlier of two (2) business days following the date of the invoice or five (5) business days prior to the start of service for that reservation).
- 5.3 For reservations of more than one month, the invoice due date for the initial month of prepaid transmission service will be two (2) business days following the date of the invoice and no later than five (5) business days prior to the start of service for that reservation (i.e., the earlier of two (2) business days following the date of the invoice or five (5) business days prior to the start of service for that reservation). For subsequent months, the invoice due date will be five (5) business days prior to the beginning of each month.
- 5.4 Table 1 shows a sample timeline of invoice dates and invoice due dates for service.
- 5.5 If the prepayment is not received by the invoice due date, the reservation will be annulled. In order to assure accurate and timely recognition of payments by Entergy, the Entergy invoice number must be referenced on the payment.
- 5.6 Payments made after the reservation has been annulled will be refunded. No interest will be included with refunds of payments made after the due date.
- 5.7 Prepayment invoices will reflect an estimated charge for Ancillary Services Schedules 1 and 2. Variance between the estimate and actual charges (including any applicable price cap credits, TLR credits, penalties, and interest) will be reconciled at the end of the month during the non-prepayment Point-to-Point transmission service customer billing cycle.
- Interest on prepayments will be calculated based on 18 C.F.R. § 35.19a(a)(2)(iii) from the date payment is received until the earlier of the end date of the reservation or the end of the month. Interest due to the PPTC will be calculated at the end of the month during the non-prepayment Point-to-Point transmission service customer billing cycle.

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Table 1

Following is a time line showing the invoice date (Inv Dt) and invoice due dates (Inv Due Dt) for reservations confirmed on each day from May 17th, 2004 through May 23rd, 2004 all with a start-of-service (SOS) date of June 1, 2004

01-	Jun	Tue	BD		SOS		sos		sos		sos		SOS		sos		sos
	31-May	Mon	Holiday														
30-		Sun	NB O														
29-	May	Sat	NBD														
28-	May	Fri	BD														
27.	May	Thur	BD														
-92	May	Wed	BD							:							
25-	May	Tue	BD														
:	24-May	Mon	BD			:		Inv Due	۵	Inv Due	ă	Inv Dt &	Due Dt	Inv Dt &	Due Dt	Inv Dt &	Due Dt
	23-May	Sun	QBN													Confir	٤
	22-May	Sat	NBD											Confir	٤		
	21-May	Fri	OB OB			<u>}</u>	Due Dt				Inv Dt	Confir	ш				
	20-May	Thur	BD	<u>1</u>	Due Dt				Inv Ot	Confir	٤						
	19-May	Wed	BD				Inv Ot	Confir	٤								
	18-May	Tue	80		Inv Dt	Confir	Ε										
	17-May	Mon	BD		Confirm												
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Legend: BD = Bus Day, NBD = Non Bus Day, SOS = Start of Service

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Note that Monday, May 24, 2004 is the fifth Business Day prior to SOS for OASIS reservations with SOS = June 1, 2004. Note also in this example, Sunday, May 23, 2004 is the final calendar day on which the PPTC may confirm an OASIS request with SOS = June 1, 2004.

Suspension of Service

- In accordance with Section 11.4 of Entergy's Open Access Transmission Tariff (Tariff), the Transmission Provider may suspend transmission service if the Transmission Customer fails to provide the financial assurance required under Section 11.3.3 or 11.3.4.
- meet these noticed deadlines, the Transmission Provider will notify the ICT and request that service be suspended. The ICT will evaluate on a case-by-case basis whether a suspension of service is consistent with the Tariff and will The Transmission Customer will be notified in accordance with Section 11.3.5 of its obligation to provide financial assurance and the required deadline to provide this financial assurance. If the Transmission Customer fails to mplement any such suspension. α
- Suspension of service means all confirmed reservations will be Recalled. All new reservations submitted by a suspended customer will be rejected until its financial assurance requirements are satisfied. က
- The ICT will manage suspension of service on a weekly basis to allow the suspended capacity to be returned to the restored until the next Monday following the time the Transmission Customer's financial assurance requirements market. This means that if service is suspended on or after Monday of the week, the reservation will not be 4.
- Reservations for one week or less will be Recalled upon suspension of service and returned to the market 4.1
- Reservations of more than one week will be Recalled for the balance of the current week and on a weekly basis thereafter until the Customer provides the required financial assurance. 4.2
- The ICT will not restore the capacity to the Customer within the week of suspension. The Customer must make a new OASIS request after providing the required financial assurance if service is desired during the week of suspension. The ICT will approve the new request only if capacity is available. S.

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The Transmission Customer will not be billed for transmission service that has been suspended for failure to provide the required financial assurance. 9

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Entergy Services, Inc. FERC Electric Tariff Second Revised Volume No. 3

ATTACHMENT D

Methodology for Completing a System Impact Study

Consistent with Attachment S, System Impact Studies will be performed using the criteria and process as detailed in the current version of the Transmission Provider's System Impact Study and Facilities Study Process Manual filed with the Commission under Section 205 of the Federal Power Act.

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Vice President, Transmission

Entergy Services, Inc.
FERC Electric Tariff
Second Revised Volume No. 3

First Revised Sheet No. 169 Superseding Original Sheet No. 169

Effective: November 17, 2006

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ATTACHMENT D

Methodology for Completing a System Impact Study

Consistent with Attachment S., System Impact Studies will be performed using the criteria and process as detailed in the current version of the Transmission Provider's System Impact Study and Facilities Study Process Manual filed with the Commission under Section 205 of the Federal Power Act.

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Vice President, Transmission

ATTACHMENT E

UNITED STATES OF AMERICA FEDERAL ENERGY REGULATORY COMMISSION

Entergy Services, Inc.)	Docket No. ER05-1065-
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NOTICE OF FILING

(November ___, 2006)

Take notice that on Novemeber 16, 2006, pursuant to Section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and in compliance with the Commission's orders in Entergy Services, Inc., 115 FERC ¶ 61,095 (2006) ("April 24 Order"), and Entergy Services, Inc., 117 FERC ¶ 61,055 (2006) ("October 18 Order"), Entergy Services, Inc., acting as agent for Entergy Arkansas, Inc., Entergy Gulf States, Inc., Entergy Louisiana, Inc., Entergy Mississippi, Inc., and Entergy New Orleans, Inc., (collectively, "Entergy"), submitted for filing the transmission service criteria that will be used by the Independent Coordinator of Transmission ("ICT") to determine whether a request for transmission service made under Entergy's Open Access Transmission Tariff ("OATT") should be granted or denied.

Any person desiring to intervene or to protest this filing should file with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a motion to intervene. All such motions or protests should be filed on or before the comment date, and, to the extent applicable, must be served on the applicant and on any other person designated on the official service list. This filing is available for review at the Commission or may be viewed on the Commission's web site at http://www.ferc.gov, using the "FERRIS" link. Enter the docket number excluding the last three digits in the docket number field to access the document. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov or toll-free at (866) 208-3676, or for TTY, contact (202) 502-8659. Protests and interventions may be filed electronically via the Internet in lieu of paper; see 18 CFR 385.2001(a)(1)(iii) and the instructions on the Commission's web site under the "e-Filing" link. The Commission strongly encourages electronic filings.

Comment Date:	Comment	Date:	
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Magalie R. Salas Secretary

CERTIFICATE OF SERVICE

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, I hereby certify that I have this day caused to be served the foregoing document upon each person designated on the service list compiled by the Secretary in this proceeding

Dated at Washington, D.C., this 16th day of November 2006.

Glegory W. Camel

Entergy Services, Inc.