



ARK. PUBLIC SERVICE COM.
P.O. BOX 551
LITTLE ROCK, AR 72203-0551

MAY 1 8 46 AM '08

Entergy Arkansas, Inc.
425 West Capitol Avenue
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Little Rock, AR 72203 0551
Tel: 501 377 4457
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Steven K. Strickland
Vice President
Regulatory Affairs

FILED

May 1, 2008

Ms. Diana Wilson, Secretary
Arkansas Public Service Commission
1000 Center St.
P. O. Box 400
Little Rock, Arkansas 72203-0400

Re: Docket No. 08-072-TF
In the Matter of the Application of Entergy Arkansas, Inc. for
Approval of the Agricultural Irrigation Load Control Pilot
Program and Rate Schedule No. 36, Experimental Irrigation
Control Service

Dear Ms. Wilson:

Please find attached for filing with the Arkansas Public Service Commission (APSC or the Commission), the original and 13 copies of Entergy Arkansas, Inc.'s (EAI or the Company) Rate Schedule No. 36, Experimental Irrigation Control Service (Rider AILCSR) and Policy Schedule No. 13.18, Experimental Agricultural Irrigation Control Service Rider Agreement (Contract).

EAI's Rider AILCSR and Contract have been revised to eliminate the provision that required participants in EAI's Experimental Agricultural Irrigation Load Control Program (Program) to be billed in one of the Company's first eight billing cycles of the month. To achieve a rapid implementation of the Program and to minimize the cost of the Program, EAI sought to utilize the billing programming already developed for the Company's prior irrigation load control tariff which applies the credit rate during the appropriate "peak season" as defined by EAI's Rate Schedule No. 14, Agricultural Water Pumping Service (AP). Customers in Billing Cycles 1 - 8 have a peak season defined as the billing months of July, August, and September. All other customers have a peak season defined as the billing months of June, July, and August. Because the Program will apply to a limited number of participants and based upon the initial understanding of the load control technology's ability to provide calendar month usage data that could be used in our billing system, we originally opted to require all participants to be in Billing Cycles 1-8. Under that scenario, all participants would be billed at roughly the same time and all would have the same peak season definition when load control credits would apply. As EAI has moved further into the implementation of the Program, it has been determined that there are significant complexities and costs involved with providing usage data from the Automated Metering Infrastructure (AMI) meters to the billing system at this time. These

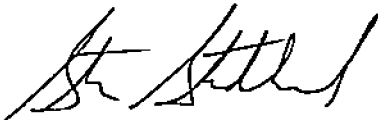
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issues have required the use of manual meter readings for billing purposes, which now makes moving customers to cycles 1 - 8 unnecessary. The Program will still be able to test AMI's ability to provide automated meter readings, but it will not be tied directly to the billing system. It is expected that the automated solution to uploading meter data from AMI to the Customer Care System (CCS) will be completed prior to a full implementation of the Program.

Rather than re-file only those schedules and sheets affected, EAI seeks to avoid any confusion by replacing all rate schedules previously filed on April 4, 2008 with the Company's original Application and on April 23, 2008 with its Supplemental Application in their entirety. Therefore, please withdraw the Rate Schedules filed by EAI as Exhibits A through C to the original Application and as Exhibits D through G to the Supplemental Application and replace with the attached Rate Schedule No. 36, Experimental Agricultural Irrigation Load Control Service Rider, Policy Schedule No. 13, Experimental Agricultural Irrigation Load Control Service Rider Agreement, Revised Table of Contents for Contract Forms Sheet No. P13.2.1, and revised Table of Contents Sheet No. TC-4 which are necessary to implement the Program.

In order to be able to meet this implementation schedule, the Company requests approval of the attached rate schedules by May 5, 2008. If you have any questions or need anything additional concerning this filing, please call me at (501) 377-4457 or Ms. Susan Davidson at (501) 377-5720.

Sincerely,



Steve Strickland

SKS/sd  
Attachments

**ARKANSAS PUBLIC SERVICE COMMISSION**

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Original Sheet No.: 36.1 Schedule Sheet 1 of 2

Replacing: Sheet No.:

**FILED**

Entergy Arkansas, Inc.  
Name of Company

Kind of Service: Electric Class of Service: Industrial

Docket No.: 08-072-TF  
Order No.:  
Effective:

Part III. Rate Schedule No.: 36

Title: Experimental Agricultural Irrigation Load Control Service Rider (AILCSR)

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**36.0. EXPERIMENTAL AGRICULTURAL IRRIGATION LOAD CONTROL SERVICE RIDER**

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**36.1. AVAILABILITY**

This Experimental Agricultural Irrigation Load Control Service Rider ("Rider") is offered in conjunction with the Entergy Arkansas, Inc. ("EAI" or the "Company") Agricultural Irrigation Load Control Program ("Program") developed pursuant to the Arkansas Public Service Commission's Rules for Conservation and Energy Efficiency Programs. This Rider is offered on an experimental basis to customers signing EAI's Agricultural Irrigation Load Control Service Rider Agreement ("Agreement") and who are currently taking service under EAI's Rate Schedule No. 14 (Agricultural Water Pumping Service) in or near the city of Hazen, Arkansas based on the Company's predetermined criteria. To participate in the Program, an eligible customer must permit the Company to install a control device so that Company can control the operation of the Customer's pumping plant during periods of Company's peak load conditions. This Rider will be in effect for the time period defined in § 36.4, Contract Period or as may otherwise be extended by Commission Order.

**36.2. CREDIT**

The Customer will receive a credit per kW based on the current month's established billing load as shown below for each of the Customer's three peak billing months, June, July and August, or July, August and September depending on the cycle in which the Customer is billed pursuant to the Company's Agricultural Water Pumping Service Rate Schedule, AP, § 14.4.4. Said credit shall not exceed 30% of the Customer's bill before the application of the credit.

Demand Credit per kW: \$4.16 per month

The Company shall have the right to interrupt service to the pumping unit for up to 3 hours per day excluding weekends and holidays from June 1st through August 31<sup>st</sup> (the Peak Billing Season). The period during which service interruptions may occur shall begin at noon and end at 9:00 PM.

Company reserves the right to change the hours of interruption at the beginning of each Peak Billing Season, should this Program be extended.

**36.3. OTHER PROVISIONS**

**36.3.1.** The Customer shall be responsible for the repair and maintenance of Customer's equipment including the pumping unit and for keeping such unit in good repair and working order.

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<u>Original</u>	Sheet No.: <u>36.2</u>	Schedule Sheet 2 of 2
Replacing:	Sheet No.:	
<u>Entergy Arkansas, Inc.</u> Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: <u>Industrial</u>	
Part III. Rate Schedule No.: 36		
Title: <b>Experimental Agricultural Irrigation Load Control Service Rider (AILCSR)</b>		

**FILED**

Docket No.: 08-072-TF  
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Effective:

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- 36.3.2. The Company shall be responsible for the repair and maintenance of Company's equipment including the control unit.
- 36.3.3. If the operation of the control unit is unsatisfactory to Customer, upon notification by Customer, Company will promptly remove its control unit and Customer will repay to Company the amount of any credit previously made on Customer's bill during the current season.
- 36.3.4. If there is evidence of alteration of or tampering with Company's control unit, Customer will reimburse Company for the cost of replacement or repair of the control unit and the credit to Customer's bill during the season as defined in the Company's Agricultural Water Pumping Service Rate Schedule (AP) and Company may cancel the agreement and remove its control unit. If Company elects to cancel the agreement and remove its control unit as a result of tampering, Customer will pay to Company its removal cost.
- 36.3.5. Customer agrees to allow Company representatives to have access to the pumping unit for the purpose of installing, testing, and maintaining the remote control unit.
- 36.4. **CONTRACT PERIOD**  
  
The term of the Agreement shall be during the usage months of June, July and August 2008 and, should this program be extended, shall be automatically extended for successive usage periods in the following year until terminated by written notice given by the Customer to the Company not less than three months prior to the expiration date of the original term or any anniversary thereof. The Company reserves the right to cancel the agreement as provided by § 36.3.4 of Rider AILCSR in the event of tampering or upon termination of the program.
- 36.5. **SERVICE REGULATIONS**  
  
Service under this schedule is subject to Policy Schedule No. 9, Service Regulations, of the Company as it is now on file, and as it may in the future be filed, with the APSC and the rules of the Commission.

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**ARKANSAS PUBLIC SERVICE COMMISSION**

Original Sheet No. P13.18.1 Schedule Sheet 1 of 4

Replacing: Sheet No.

Entergy Arkansas, Inc.  
Name of Company

Kind of Service: Electric Class of Service: Industrial

Part IV. Policy Schedule No. 13

Title: Contract Forms

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**13.18. Experimental Agricultural Irrigation Load Control Service Rider Agreement**

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This Agreement, made and entered into on Month Day, Year, by and between Customer Name ("Customer") and Entergy Arkansas, Inc. ("EAI" or the "Company"), a corporation, (collectively the "Parties"), provides the following;

The Parties agree as follows:

**1. Electric Service Agreement**

Customer and Company have entered into an Electric Service Agreement ("ESA") dated Month Day, Year whereby EAI provides Agricultural Water Pumping Service to Customer for use in the operation of Customer's type of operation located in or near the city of Hazen, Arkansas.

**2. Purpose**

Company's Rate Schedule No. 36, Experimental Agricultural Irrigation Load Control Service Rider (AILCSR) (the "Rider") approved by the Arkansas Public Service Commission, allows the Company and a Customer to enter into an agreement permitting the Company from time to time to interrupt Customer's agricultural water pumping load. The interruptions shall be performed pursuant to the terms specified in this agreement and in the Rider which is attached hereto and made a part hereof, or such other effective superseding Rate Schedule as may be authorized by duly constituted regulatory authority exercising lawful jurisdiction, or as may become effective in the manner provided by law. Customer has requested such service and wishes to enter into such an agreement with Company to allow such interruption of Customer's agricultural water pumping load.

**3. Company's Obligations**

The Company shall at its expense, supply, install and maintain on the Customer's water pumping service a meter containing a remotely operated device that will control, in accordance with the Rider, the Customer's water pumping unit(s) located at \_\_\_\_\_

The Company further agrees to apply credit to the Customer's bill in accordance with the provisions of the Rider in consideration for such control.

**4. Customer's Obligations**

The Customer agrees to allow the Company to install said meter on Customer's water pumping service and to allow the Company to control said service in accordance with the Rider for the term of this Agreement. The Customer further agrees to allow Company personnel access to said meter at all times. If the Customer is not the owner of the

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Original	Sheet No. <u>P13.18.2</u>	Schedule Sheet <u>21 of 4</u>
Replacing:	Sheet No.	
<u>Entergy Arkansas, Inc.</u> Name of Company		
Kind of Service: <u>Electric</u>	Class of Service: <u>Industrial</u>	
Part IV. Policy Schedule No. 13		
Title:	<u>Contract Forms</u>	

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Docket No. 08-072-TF  
Order No.:  
Effective:  
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pumping unit(s), the Customer shall furnish the Company the owner's written consent for the installation of the control device.

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**5. Term of Agreement**

The term of this Agreement shall be during the usage months of June, July and August 2008 and, should this program be extended, shall be automatically extended for successive usage periods in the following year until terminated by written notice given by the Customer to the Company not less than three months prior to the expiration date of the original term or any anniversary thereof. The Company reserves the right to cancel the agreement as provided by § 36.3.4 of Rider AILCSR in the event of tampering or upon termination of the program.

**6. Early Withdrawal Repayment**

If the Customer makes written request for the removal of the control device during the usage months of June, July, or August, Customer agrees to repay the Company any amount previously credited to the Customer's bills pursuant to the Rider during the current season.

**7. Removal, Replacement or Damage to Pumping Unit**

Customer agrees to notify the Company promptly of the removal, replacement and/or damage to the pumping unit(s). All such notifications shall be provided to the Company office shown in § 11 below.

**8. Force Majeure**

Customer and Company agree that it is impossible to know when a malfunction of the Customer's pumping unit(s) and or the Company's control device occurs. Therefore, Customer (and owner) agree that the Company shall not be responsible for any damages caused by interruptions or irregularities in the supply of electric service to the Customer due to an act of God or public authority, or because of accident, negligent or intentional acts of the owner, Customer, or third parties, equipment malfunctions of any type, or any other cause except only those losses caused by the gross negligence or intentional acts of the agents or employees of the Company. Customer also agrees to notify the Company immediately upon discovery of any malfunction or suspected malfunction of the Company's control device.

**9. Other Provisions**

Except as modified herein or in the provisions of the Rider, all provisions of the applicable Rate Schedules will apply.

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Original Sheet No. P13.18.3 Schedule Sheet 3 of 4

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Replacing: Sheet No.

Entergy Arkansas, Inc.  
Name of Company

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Kind of Service: Electric Class of Service: Industrial

Docket No. 08-072-TF  
Order No.:  
Effective:

Part IV. Policy Schedule No. 13

Title: Contract Forms

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**10. Entirety of Agreement**

This constitutes the entire and only agreement between the Parties hereto with reference to the subject matter hereof and supersedes all previous understandings whether written or oral.

**11. Notices**

Any notice, consent or other communication concerning this Agreement shall be properly given when deposited in the United States Mail, postage prepaid, registered or certified, and addressed as follows:

- (a) Customer  
Attn: \_\_\_\_\_  
Customer address
- (b) Entergy Arkansas, Inc.  
Attn: Director, Customer Service  
# 9 Entergy Court  
Little Rock, Arkansas, 72211

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Original Sheet No. P13.18.4 Schedule Sheet 4 of 4

Replacing: Sheet No. \_\_\_\_\_

Entergy Arkansas, Inc.  
 Name of Company

Kind of Service: Electric Class of Service: Industrial

Part IV. Policy Schedule No. 13

Title: Contract Forms

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Docket No. 08-072-TF  
 Order No.:  
 Effective:

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**12. Approval**

This Agreement is contingent upon approval by Company's President, Vice President or Department Director.

Customer Name

**ENTERGY ARKANSAS, INC.**

By: \_\_\_\_\_  
Signatory Title

By: \_\_\_\_\_  
Signatory Title

ATTEST: \_\_\_\_\_  
Signatory Title

Approved: \_\_\_\_\_  
Signatory Title

Date of Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

DIS WR #:	Project #:	Business Unit: A0000
Department:	Resource:	Activity
Physical Location: DAR	Location:	Account Number:
Residential _____	Commercial _____	Industrial _____

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4<sup>th</sup> Revised Sheet No. P13.2.1 Schedule Sheet 1 of 1

Replacing: 3<sup>rd</sup> Revised Sheet No. P13.2.1

Entergy Arkansas, Inc.  
 Name of Company

Kind of Service: Electric Class of Service: As Applicable

Part IV. Policy Schedule No. 13

Title: Contract Forms

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Docket No.: 08-072-TF

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8<sup>th</sup> Revised Sheet No. TC-4 Schedule Sheet 4 of 8  
 Replacing: 7<sup>th</sup> Revised Sheet No. TC-4  
Entergy Arkansas, Inc.  
 Name of Company  
 Kind of Service: Electric Class of Service: All

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Docket No.: 08-072-TF  
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