

DOCKET NO ER99-4351-000  
COMPANY Vermont Electric Power Co.  
SERVICE AGREEMENT NO 9  
2/2/00 UNDER FERC ELEC TARIFF NO 1  
FILING DATE 9/1/99  
EFFECTIVE DATE 9/1/99

**Service Agreement For Firm Point-To-Point Transmission Service**

1.0 This Service Agreement, dated as of 8/17, 1999, is entered into, by and between VERMONT ELECTRIC POWER COMPANY, INC. ("Transmission Provider"), and ENTERGY POWER MARKETING CORP. ("Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this Agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this Agreement shall terminate on such date as mutually agreed upon by the parties.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

**Transmission Provider:**

Director of Operations  
Vermont Electric Power Company, Inc.  
Pinnacle Ridge Avenue  
RR1 Box 4077  
Rutland, Vermont 05701  
Telefax: (802) 775-5614  
Time recorded telephone line: (802) 770-6260

**Transmission Customer:**

Entergy Power Marketing Corp.  
Attn: Contract Administrator  
Parkwood Two Bldg., Suite 500  
10055 Grogan's Mill Road  
The Woodlands, TX 77380  
Phone: 281-297-3007  
Fax: 281-297-3307 or 3211

991110-0385-1

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

VERMONT ELECTRIC POWER COMPANY, INC.

By: *Gary Parker* *Director of operations* *8/17/99*  
Name Title Date

"Transmission Customer":

By: *F. Mitchell Davidson*  
F. Mitchell Davidson  
Vice President of Trading & Risk Management  
Date: *8/11/99*

## **Specifications For Firm Point-To-Point Transmission Service**

- 1.0 **Term of Transaction: No longer than thirty (30) days or one (1) month.**  
**Start Date: Varies based on the agreement of the Parties.**  
**Termination Date: Varies based on the agreement of the Parties.**
- 2.0 **Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.**
- 3.0 **Point(s) of Receipt: Varies based on the agreement of the Parties.**  
**Delivering Party: To be provided at the time service is requested.**
- 4.0 **Point(s) of Delivery: Varies based on the agreement of the Parties.**  
**Receiving Party: To be provided at the time service is requested.**
- 5.0 **Maximum amount of capacity and energy to be transmitted (Reserved Capacity): Varies based on the agreement of the Parties.**
- 6.0 **Designation of party(ies) subject to reciprocal service obligation: Varies based on the agreement of the Parties and the specific transaction.**
- 7.0 **Name(s) of any Intervening Systems providing transmission service: To be provided at the time service is requested.**
- 8.0 **Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)**
- 8.1 **Transmission Charge: Varies based on the agreement of the Parties.**
- 8.2 **System Impact and/or Facilities Study Charge(s): The Parties intend that no System Impact or Facility Study charges will be required for Short-Term Firm Transmission Service under this Agreement.**
- 8.3 **Direct Assignment Facilities Charge: The Parties intend that no Direct Assignment Facilities Charge will be required for Short-Term Firm Transmission Service under this Agreement.**
- 8.4 **Ancillary Services Charges: To be provided at the time service is requested.**