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Baton Rouge, LA 70802  
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May 25, 2022

12922-0510

Paul F. Guarisco  
Partner  
paul.guarisco@phelps.com  
Direct 225 376 0241

**RECEIVED**

**MAY 25 2022**

**VIA HAND DELIVERY**

Mr. Brandon M. Frey  
Executive Secretary  
Louisiana Public Service Commission  
Galvez Building, 12<sup>th</sup> Floor  
602 North Fifth Street  
Baton Rouge, LA 70802

LA Public Service Commission

Re: Cleco Power LLC Application pursuant to Paragraphs 6 and 7 of the Demand Response Rules, LPSC General Order dated May 26, 2021 (Docket No. R-35136).

Dear Secretary Frey:

Cleco Power LLC's ("Cleco Power" or "Company") hereby files this application pursuant to Paragraphs 6 and 7 of the Commission's Demand Response Rules as adopted in General Order dated May 26, 2021 (Docket No. R-35136) (the "DR Rules").

Enclosed herewith as **Exhibit A** is an Affidavit by Christina McDowell, Director of Regulatory Filings of Cleco Power, in support of this application.

Paragraph 6 of the DR Rules provides that electric utilities shall make a filing with the Commission to do one of the following:

- a) File with the Commission an application requesting implementation of voluntary tariffs, rate schedules or riders implementing DR Programs not required by Paragraphs 3 and 4 of the DR Rules; or
- b) File with the Commission an application demonstrating to the satisfaction of the Commission how it has already met this requirement with existing, or currently docketed filings for retail tariffs, rate schedules or riders; or
- c) File with the Commission an application demonstrating to the satisfaction of the Commission why such tariffs, rate schedules or riders are not in the best interest of the utility's retail customers.

Paragraph 7 of the DR Rules provides that DR programs proposed pursuant to Paragraph 6 shall be designed for Residential, Commercial and Industrial customers, may provide for aggregation, and may either offer or otherwise address the following types of demand response programs: a) real time pricing; b) time of day rates; c) emergency; d) ancillary services; e) peak

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DEPT. <u>Bull</u>	DATE _____	DEPT. _____	
Louisiana Mississippi Texas Florida Alabama North Carolina London		phelps.com	
DEPT. _____	DATE _____	DEPT. _____	

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May 25, 2022  
Page 2

MAY 25 2022

shaving; f) interruptible/curtailable; g) direct load control; or h) any other DR offering that would be in the best interest of customers and that could potentially lower costs. <sup>1</sup> A Public Service Commission

Cleco Power files this application pursuant to Paragraph 6(b) of the DR Rules demonstrating that it has already met the requirements of Paragraphs 6 and 7 of the DR Rules through its existing Tariff No. 12 - Time-of-Use-Choice Program Rate Schedule ("TOUCH Rider"), and its pending Tariff No. 39 - Market Value Demand Response Rider Schedule ("MVDR Rider"), and its pending Tariff No. 40 - Interruptible Electric Service Rider ("IES Rider").<sup>1</sup>

The Company's TOUCH Rider is available to eligible Residential and Commercial customers pursuant to the terms thereof. The MVDR and IES Riders are available to eligible Commercial and Industrial customers pursuant to the respective terms of each Rider. Therefore, through its TOUCH, MVDR and IES Riders, Cleco Power makes available or has filed demand response program tariffs and rate schedules/riders that are or will be available to each customer class required pursuant to Paragraph 7 of the DR Rules.

In addition, among the demand response program types that a Rule 6 tariff may include, Cleco Power's TOUCH, MVDR and IES Riders currently or potentially, pending LPSC approval of the MVDR and IES Riders, collectively will make available the following types of demand response programs as contemplated under Paragraph 7 of the DR Rules:

- a) Real Time Pricing - which is included as part of the MVDR Rider.
- b) Time of Day Rates - which is included in the TOUCH Rider.
- c) Emergency - which is included in the MVDR and IES Riders.
- d) Ancillary Services - which are included as part of the MVDR and IES Riders.
- e) Peak Shaving - which is included as part of the MVDR and IES Riders.
- f) Interruptible/Curtailable - which is included in the IES and MVDR Riders.
- g) Direct Load Control - which is part of the TOUCH, MVDR and IES Riders.
- h) Any others that would be in the best interest of customers and that could potentially lower costs. Each of the TOUCH, MVDR and IES Riders satisfy this requirement.

**WHEREFORE**, Cleco Power respectfully requests that this filing be deemed sufficient and compliant with the Commission's DR Rules, including Paragraphs 6 and 7 of the Rules, and, as appropriate, be docketed and noticed in the Commission Bulletin in accordance with the Commission's Rules of Practice and Procedure and applicable Orders.

Cleco Power appreciates the opportunity to coordinate with Commission Staff and is pleased to discuss.

<sup>1</sup> A copy of Cleco Power's currently effective Fourth Revised TOUCH Rider, effective January 1, 2022, is attached and made a part hereof as Exhibit B; a copy of Cleco Power's pending MVDR Rider filed December 22, 2021 is attached and made a part hereof as Exhibit C; and, a copy of Cleco Power's pending IES Rider filed January 21, 2022 is attached and made a part hereof as Exhibit D.  
PD.37614991.2

May 25, 2022

Page 3

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Guarisco", with a large, stylized flourish at the end.

Paul F. Guarisco

PFG:cd

Copy: Christina McDowell  
Michelle Corley  
John Shirley

**BEFORE THE LOUISIANA PUBLIC SERVICE COMMISSION**

**CLECO POWER LLC**

**CLECO POWER LLC APPLICATION PURSUANT TO PARAGRAPHS 6 AND 7 OF  
THE DEMAND RESPONSE RULES, LPSC GENERAL ORDER DATED MAY 26, 2021  
(DOCKET NO. R-35136).**

**RECEIVED**

**MAY 25 2022**

**STATE OF LOUISIANA  
PARISH OF RAPIDES**

LA Public Service Commission

**AFFIDAVIT IN SUPPORT OF APPLICATION**

BE IT KNOWN, that before me, the undersigned Notary Public, duly commissioned and qualified for the State and Parish aforesaid, personally came and appeared:

**CHRISTINA McDOWELL**

("Affiant"), who after being duly sworn did depose and say:

1. Affiant is the Director – Regulatory Filings of Cleco Power LLC ("Cleco Power" or "Company").

2. Cleco Power filed an application with the Louisiana Public Service Commission ("Commission" or "LPSC") pursuant to Paragraph 6(b) of the Commission's Demand Response Rules as adopted in General Order dated May 26, 2021 (Docket No. R-35136) (the "DR Rules").

3. Cleco Power's application demonstrates that it has already met the requirements of Paragraphs 6 and 7 of the DR Rules through its existing Tariff No. 12 – Time-of-Use-Choice Program Rate Schedule ("TOUCH Rider"), and its pending Tariff No. 39 – Market Value Demand Response Rider Schedule ("MVDR Rider"), and its pending Tariff No. 40 – Interruptible Electric Service Rider ("IES Rider").

4. The Company's application was prepared under my direct supervision, and I have first-hand knowledge of its contents.

5. To the best of my knowledge, information and belief, the Company's application is true and correct and complies with the Commission's DR Rules, including Paragraphs 6 and 7 of the Rules, and is consistent with the public interest.

6. Accordingly, Cleco Power respectfully requests that its application be deemed sufficient and compliant with the Commission's DR Rules.



Christina McDowell Affidavit

SIGNATURE PAGE

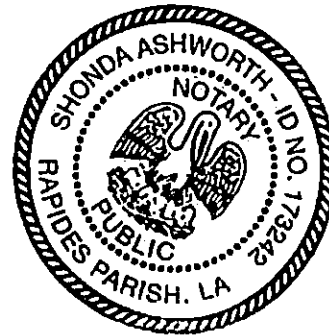
Christina McDowell

Christina McDowell  
Cleco Power LLC  
2030 Donahue Ferry Road  
Pineville, LA 71360

SWORN TO AND SUBSCRIBED  
BEFORE ME, NOTARY PUBLIC,  
THIS 24<sup>th</sup> DAY OF MAY, 2022.

[Signature]

NOTARY PUBLIC  
BAR ROLL/NOTARY ID NO.: #173242  
MY COMMISSION EXPIRES:



Christina McDowell Affidavit

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MAY 25 2022

Fourth Revision



Rate Schedule - TP  
Revision #4

LA Public Service Commission  
Effective Date: 01/01/2022  
Supersedes: TP 07/01/2021  
Authority: U-31393

Page 12.1

## TOUCH PROGRAM (Time-Of-Use - Choice - Experimental Pilot)

### (1) AVAILABILITY

Service under this pilot schedule (TP) is available to customers eligible for Rate Schedule RS (Residential Service), and Rate Schedule GS (General Service). Company reserves the right to limit eligibility in the TOUCH Program to address certain logistical and operational restrictions. This Schedule will be closed to new customers as of December 31, 2022, but may be renewed through application and approval by the LPSC on an annual basis.

### (2) APPLICATION

This schedule is applicable to service furnished as an alternative to Rate Schedule RS and Rate Schedule GS. This schedule shall only be applicable to those Rate Schedule GS customers that receive service at a secondary supply voltage. This service shall not be shared or resold. All other provisions as set forth in the Customer's original rate schedule (either RS or GS) shall remain applicable except as specified herein.

### (3) EQUIPMENT REQUIREMENTS

An Advanced Metering Infrastructure (AMI) style meter with full communication capabilities is required for participation.

### (4) NET MONTHLY RATE

#### (a) CUSTOMER CHARGE:

	<u>Residential</u>	<u>Non-Demand General Service</u>	<u>Demand General Service</u>
	\$10.00	\$15.00	N/A

#### (b) Plus ENERGY CHARGE per kWh:

	<u>Residential</u>	<u>Non-Demand General Service</u>	<u>Demand General Service</u>
Off-Peak Hours	\$0.05200	\$0.06800	N/A
On-Peak Hours	\$0.19000	\$0.20000	N/A

- **On-Peak Hours** are defined as the 6 hour period (1pm to 7pm) during weekdays for the calendar time period of May 1 through September 30 excluding the holidays of Memorial Day, Independence Day, and Labor Day;
- **Off-Peak Hours** are defined as all other hours throughout the eligibility period.

EXHIBIT

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Rate Schedule - TP  
Revision #4

Fourth Revision

Page 12.2  
Effective Date: 01/01/2022  
Supersedes: TP 07/01/2021  
Authority: Authority: U-31393

(c) Plus **DEMAND CHARGE** per kW:

Residential  
N/A

Non-Demand  
General Service  
N/A

Demand  
General Service  
N/A

(d) Plus **Fuel Cost Adjustment** as determined under Adjustment Clause FA

(e) Plus **Environmental Cost Adjustment** as determined under Adjustment Clause EA

(f) Plus **Facilities Charges**, if applicable.

(g) Plus **Storm Restoration Cost Adjustment** as determined under Adjustment Clause SRCA.

(h) Plus **Infrastructure & Incremental Costs Recovery Adjustment** as determined under Rider IICR.

(i) Plus **Energy Efficiency Charge** as determined under Rider EE.

(j) Plus **Cleco Alternative Rate for Electricity** fuel discounts as determined under Rider CARE, if applicable.

(k) Plus 50% of the applicable **FRANCHISE FEE** for electric service within the incorporated limits of a City which assesses a municipal franchise fee as per LPSC Order No. R-27859. Such portions of the municipal franchise fee shall be added to and separately stated on the monthly electric bill for each applicable Customer located within the incorporated limits of that City.

(l) Plus the proportionate part of any **new tax or increased rate of tax**, or governmental imposition (except state, parish, city and special district ad valorem taxes and any income taxes) levied or assessed against the Company or upon its electric business, as the result of any new or amended laws that may become effective and operative after **January 1, 1986**.

(5) **MINIMUM MONTHLY CHARGE**

The Customer Charge plus an applicable Energy Charge plus any applicable Facilities Charge plus Fuel Cost Adjustment Clause FA plus Environmental Cost Adjustment EA plus any applicable Storm Restoration Cost Adjustment plus Infrastructure & Incremental Costs Recovery Adjustment as determined under Rider IICR plus Energy Efficiency Charge as determined under Rider EE plus any applicable Franchise Fee but not less than the minimum charge specified in the Agreement for Electric Service.

(6) **SERVICE PERIOD**

Service under this Rate Schedule will commence upon the beginning of the Customer's billing period in the calendar month designated in the TOUCH Terms and Conditions and will continue until the end of the billing period within the same month one year later.



Rate Schedule - TP  
Revision #4

Fourth Revision

Page 12.3

Effective Date: 01/01/2022

Supersedes: TP 07/01/2021

Authority: Authority: U-31393

(7) **PAYMENT**

Bills for service furnished hereunder shall be rendered Net and Gross. The Net Bill is due when rendered and if not paid within 20 days the Gross Bill becomes due. The Gross Bill is the Net Bill plus 5% of the first \$1,000.00 and 2% of any amount greater than \$1,000.00.

(8) **TERMS AND CONDITIONS**

Service furnished under this schedule is subject to the Company's Standard Terms and Conditions for Electric Service and to all applicable rider schedules and adjustment clauses.



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LA Public Service Commission

Phelps Dunbar LLP  
City Plaza  
400 Convention Street  
Suite 1100  
Baton Rouge, LA 70802  
225 346 0285

December 22, 2021

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Paul F. Guarisco  
Partner  
paul.guarisco@phelps.com  
Direct 225 375 0241

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DEC 22 2021

LA Public Service Commission

Mr. Brandon M. Frey  
Executive Secretary  
Louisiana Public Service Commission  
Galvez Building, 12<sup>th</sup> Floor  
602 North Fifth Street  
Baton Rouge, LA 70802

Re: Cleco Power LLC Market Value Demand Response Rider Schedule (MVDR)  
pursuant to LPSC General Order dated May 25, 2021 (Docket No. R-35136).

Dear Secretary Frey:

Enclosed please find two paper copies and an electronic copy (on CD) of Cleco Power LLC's ("Cleco Power" or "Company") Market Value Demand Response Rider Schedule ("MVDR") being filed pursuant to Paragraph 3 of the Commission's Demand Response Rules as adopted in General Order dated May 26, 2021 (Docket No. R-35136) (the "DR Rules").

In pertinent part, Paragraph 3(a) of the DR Rules requires that electric utilities with more than 1 MW of combined commercial and industrial load:

"a) File with the Commission an application requesting implementation of tariffs, rate schedules or riders that will allow the voluntary participation of all Commercial and Industrial customers in RTO DR programs with loads, either on an individual or aggregated basis, equal to or exceeding the applicable RTO minimum requirements (as they may change from time to time) for available wholesale RTO DR programs for which those customers would qualify. Qualifying participation includes, but is not limited to, energy, capacity, regulation reserves, spinning reserves, supplemental reserves, and/or emergency resources. Any such tariffs, rate schedules or riders may allow aggregation through qualifying ARCs, with the utility as the market representative or Market Participant, and it shall allow loads to be aggregated through the utility consistent with RTO requirements."

Cleco Power's proposed MVDR Rider Schedule complies with the above requirements and the DR Rules. Rider Schedule MVDR is an optional service that provides either a qualifying customer with firm load(s) or an Aggregator of Retail Customers ("ARC") an opportunity to participate as one or more Demand Response resources in MISO wholesale markets. Participants must execute an MVDR Agreement to facilitate curtailment of a specified amount of firm electric load for a single qualifying meter (or multiple meters) through the Company acting as the Market Participant in MISO. Customers or ARCs shall not participate as a Demand Response resource in MISO wholesale markets except through the Company's MVDR Rider. Rider

EXHIBIT

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Schedule MVDR is not available to any participant with respect to non-firm load already under contract with the Company as interruptible or curtailable service. A participant is prohibited from taking any temporary, standby, back-up, and/or maintenance service for such load during any Demand Response event that occurs pursuant to Rider Schedule MVDR. Customers with behind-the-meter generation at a specific customer location using net metering or a related tariff as a Qualifying Facility are not eligible to take service under Schedule MVDR.

Participation in Rider Schedule MVDR is voluntary and offers participants the opportunity to authorize the Company acting as a Market Participant to register the participant's curtailment amount as one or more MISO wholesale Demand Response products as specified in an MVDR agreement in order to participate in the MISO day-ahead energy and operating reserve, real-time energy and operating reserve, and/or capacity market, as applicable.

The participant will be compensated pursuant to Rider Schedule MVDR with the participant's portion of any net MISO revenue resulting from participation as one or more MISO wholesale Demand Response products. The Company shall be the sole Market Participant in MISO for any and all Demand Response resources provided by the participant within the Company's service territory.

Participation in Rider Schedule MVDR will have an initial minimum term of one (1) year from the later of (a) the effective date in the MVDR agreement, or (b) the month and year the Demand Response resource type(s) are registered with MISO and fully participating in the market. Participation after the initial minimum term of one year is satisfied will be renewed on an annual basis unless the Company or the participant provides appropriate notice of cancellation.

The proposed Rider Schedule MVDR is proposed to become effective subsequent to the Commission's review and approval of same.

In compliance with Paragraph ten (10) of the DR Rules, Cleco Power has estimated that it may cost approximately \$135,000 to implement, administer and maintain the MVDR Rider program, with some of these costs being one-time implementation costs, while other costs would be annual and ongoing. The Company notes that this estimate is based on the full implementation of the program and will vary based on several factors, such as the number of customers choosing to participate in the program, the salary grade of Cleco personnel needed to administer the program, training, advertising, and other reasonable administrative costs. Cleco Power will continue to monitor the processes associated with administering the program and will make necessary changes throughout its lifecycle which may impact maintenance costs.

Pursuant to Section 501.B and/or Section 501.D of the Electric Utility Tariff Rules as adopted in General Order 7/1/2019 (Docket No. R-34738), Cleco Power will publish notice of Rate Schedule MVDR in the official state journal and in the official journal of each parish within the Company's service territory.

Further, Cleco Power respectfully requests that this filing be docketed and noticed in the Commission Bulletin in accordance with the Commission's Rules of Practice and Procedure and applicable Orders.

We appreciate the opportunity to coordinate with Commission Staff and are pleased to discuss.

December 22, 2021  
Page 3

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Guarisco", followed by a long horizontal flourish.

Paul F. Guarisco

PFG:cd

Copy: Christina McDowell  
Michelle Corley  
John Shirley  
Taylor Boudreaux

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DEC 22 2021

LA Public Service Commission

Original

Page 39.1

Effective Date: [ ]/[ ]/[ ]

Supersedes: None

Authority: R-35136

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## MARKET VALUE DEMAND RESPONSE RIDER SCHEDULE

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### I. AVAILABILITY

Rider Schedule MVDR is an optional service that provides either a qualifying Customer with firm load(s) or an "ARC" (either or both of which may be sometimes referred to herein as "Participant") an opportunity to participate as one or more "DR" resources in "MISO" wholesale markets. Participant must execute an MVDR Agreement to facilitate curtailment of a specified amount of firm electric load for a single qualifying meter (or multiple meters) through the Company acting as the "MP." Customers or ARCs shall not participate as a DR resource in "MISO" wholesale markets except through this Schedule MVDR or other Company-implemented DR effort. Rider Schedule MVDR is not available to any Participant with respect to non-firm load already under contract with the Company as interruptible or curtailable service, or otherwise participating in any other Company demand response effort, unless that Participant agrees to move such load to service under this Rider Schedule MVDR. A Participant that has executed an MVDR Agreement is prohibited from taking any temporary, standby, back-up, and/or maintenance service for such load during any DR event that occurs per Rider Schedule MVDR. Customers with "BTMG" at a specific Customer location using net metering or a related tariff as a "QF" are not eligible to take service under Schedule MVDR.

### II. DEFINITIONS

ARC: Aggregator of Retail Customers.

BPMs: MISO Business Practice Manuals currently in effect.

BTMG: Behind-the-Meter Generation.

Curtailment Amount: The amount of firm load that the Participant reduces relative to the Consumption Baseline.

Customer: A person, firm, individual, partnership, association, corporation, or any governmental agency taking retail electric service from Cleco Power LLC.

DR: Demand Response.

DRR: Demand Response Resource.

DR Event: A MISO-initiated event requiring the reduction of demand by a Participant providing one or more DR products in MISO's markets.

Demand Response Offer: A standing offer by Customer or ARC to the Company to provide a DRR Type 1, DRR Type 2, EDR, LMR-DR, or LMR-BTMG resource in the MISO markets. This offer will be submitted to MISO by the Company in the MISO Day Ahead Market, Real Time Market, LMR offer process, or EDR offer process as applicable to the Participant's DR product type.

Issuing Officer: Christina McDowell, Director – Regulatory Filings

EDR: Emergency Demand Response.

Firm MVDR Demand: The amount of firm load that the Participant agrees not to exceed during a DR event that occurs per Rider Schedule MVDR.

LMR: Load Modifying Resource.

MISO: Midcontinent Independent System Operator, Inc.

MISO FERC Tariff: MISO's current FERC-approved tariff and associated schedules.

MP: Market Participant. The Company shall be the sole MP in MISO for any and all DR resources provided by Participant within the Company's service territory.

QF: Qualifying Facility as per the Public Utility Regulatory Policies Act of 1978 as may be amended from time to time.

\* Unless otherwise defined in § II above or elsewhere in this document, capitalized terms used throughout this document are as defined in the Midcontinent Independent System Operator (MISO) Business Practice Manuals (BPMs) or MISO FERC Tariff. To the extent that there is a conflict among defined terms reflected in these documents, the terms of this Rider shall be controlling.

### III. GENERAL PROVISIONS

#### A. DESCRIPTION

Participation in Rider Schedule MVDR is voluntary and offers a Participant the opportunity to authorize the Company acting as a MP to register Participant's Curtailment Amount as one or more MISO wholesale DR products (DRR, EDR, and/or LMR) as specified in the executed MVDR Agreement in order to participate in the MISO day-ahead energy and operating reserve, real-time energy and operating reserve, and/or capacity market, as applicable. Participant will be compensated as per Rider Schedule MVDR with Participant's portion of any net MISO revenue resulting from participation as one or more MISO wholesale DR products. The Company shall be the sole MP in MISO for any and all DR resources provided by Participant within the Company's service territory.

Participation shall not begin until an MVDR Agreement has been executed and all applicable MISO registration requirements have been completed and certified by MISO. Participant must assist and coordinate with Company to comply with all applicable MISO requirements. DR resource designations available to a Customer or to an ARC acting on behalf of one or more Customers include DRR Type 1 and Type 2, EDR, LMR-DR, and/or LMR-BTMG. The MVDR Agreement will specify which DR type(s) and combinations thereof, if applicable, Participant has agreed to provide.

For DRR Type 1 and DRR Type 2 resources, Participant must provide the Company a minimum load reduction of the greater of (a) 1,000 kilowatts ("kW"), which can be aggregated from multiple Customer locations in accordance with the currently-effective MISO FERC Tariff and/or as described in the MISO BPMs or (b) the minimum specified in the currently-effective MISO FERC Tariff and/or as described in the MISO BPMs.

1. For EDR, LMR-DR, and LMR-BTMG resources, Participant must provide the Company a minimum load reduction of the greater of (a) 100 kW or (b) the minimum specified in the currently-effective MISO FERC Tariff and/or described in the MISO BPMs.
2. Participant must specify the firm electric load reduction as a Curtailment Amount below the Consumption Baseline or may limit demand to a Firm MVDR Demand. The method to compute the amount of load reduction for a DR Event is specified in the MVDR Agreement.
3. Each Customer location shall provide a minimum load reduction of 100 kW.

#### C. METERING AND COMMUNICATION

Customer or each retail Customer(s) aggregated by an ARC must have an interval data recording ("IDR") meter at least capable of participating in Rider Schedule MVDR. If the Customer location does not have the appropriate equipment already installed, such equipment will be installed by the Company at Participant's expense. All metering and communication equipment installed to enable Participant to take service under Rider Schedule MVDR is and will remain the property of Company.

#### D. DAILY PROCESS

As contemplated in the MVDR Agreement, participation by a Customer or ARC will be permitted on any day as per applicable MISO requirements. Participant's daily offer will be submitted to the Company to be included in the Company's daily offer to MISO. At the time of initial registration, the Participant will establish a default Demand Response Offer that will remain valid, including within the real-time market, unless the Participant modifies any parameter of the resource offer by the deadline as established in the MVDR Agreement. Participant shall provide accurate availability information, including timely update to Company for when any planned outage or similar event is scheduled.

#### E. REGISTRATION AND CAPACITY MARKET PROCESS

Participant must submit all information, including but not limited to real power testing, required by MISO for market registration and, if applicable, capacity market participation at least 30 days before the relevant MISO submission deadlines. However, for DRR resources, Participant must submit all information no later than 60 days prior to the applicable MISO deadline for the quarterly commercial model update in which Participant wants to register as a DRR Resource.

#### F. MISO PERFORMANCE REQUIREMENTS

Participant must comply with all MISO requirements as stated in MISO's currently-effective FERC tariff and as described in the MISO BPMs, including, but not limited to, the Demand Response BPM and the Resource Adequacy BPM.

#### G. AGGREGATION OF RETAIL CUSTOMER LOAD

An ARC aggregating one or more Customer DR resources shall be subject to all requirements set forth in Rider Schedule MVDR. In addition, the ARC must identify in the MVDR Agreement each Customer location being aggregated and provide all necessary information required by MISO for participation and certification as the DR type(s) selected. No Customer location(s) shall be represented by more than one ARC taking service under Rider Schedule MVDR. No Customer location(s) may participate directly via Rider Schedule MVDR and simultaneously through an ARC.

### IV. MONTHLY BILLING

The Net Monthly Bill will be determined in accordance with the terms and calculations defined below and as per the MVDR Agreement.

#### A. MONTHLY SETTLEMENTS

1. For all DR resources, Company has the option to include on Customer's monthly electric bill or send a separate statement for the Customer's applicable MISO settlement amount (less 5%); and any penalty for failure to perform as outlined in Paragraph B. For any Customer location(s) participating via an ARC, Company will provide ARC with a monthly statement with applicable MISO settlement amount (less 5%); and any penalty for failure to perform as outlined in Paragraph B. In instances of liability to Customer for any harm arising from the Customer's relationship with the ARC, including but not limited to breach of contract, any applicable fees/penalties will fall upon the ARC itself.
2. Any MISO revenues related to Customer location(s) participation as a MISO DR product including participation via an ARC will be netted first against any applicable fees and/or penalties assigned by MISO that are specific to that participation; but, in no event shall the Company's allocated share be reduced below zero. Credit to Participant for each month, if any, owed for participation as a MISO DR product shall be remitted within 30 days after the end of the month to allow time for settlement and/or any true-ups as may be necessary to reflect any changes in current or prior MISO settlements. Such credits will be subject to adjustments, if any, from changes to MISO settlements in accordance with the "MISO FERC Tariff" and BPMs. Company and Participant shall agree upon the monthly compensation method per the MVDR Agreement.

Issuing Officer: Christina McDowell, Director – Regulatory Filings

**B. PENALTY FOR FAILURE TO PERFORM**

Participant shall be responsible for any and all net charges, fees, and/or penalties imposed on the Company by MISO relating to participation in the MISO markets, except for those arising from the Company's gross negligence or failure to perform as directed by MISO. All fees and/or penalties imposed on the Company by MISO for a particular Participant will be netted against any MISO revenues payable to that Participant or, if the fees and/or penalties result in a net charge to Participant, Participant agrees to remit payment to Company within 30 days of invoice receipt. Any revenue due to a Participant pursuant to this agreement will first be applied to any amounts due from Customer as a result of Participant's service under Schedule MVDR. For example, if a Participant has failed to pay any penalties due under Schedule MVDR, the Company shall retain future revenue due Participant to offset said penalties. If any fees and/or penalties are imposed by MISO on the Company related to participation, Company shall retain the greater of (1) 5% of MISO revenues netted against any fees and/or penalties or (2) \$500 for that billing period.

**C. TERMINATION**

Company may terminate per the MVDR Agreement participation in Rider Schedule MVDR if MISO determines that Participant is precluded from or ineligible to participate as a MISO DR product, for failure to adequately perform, and/or for failure to pay any MISO-imposed net charges, fees, and/or penalties imposed on the Company subject to the provisions of Sections IV(A) and IV(B), or for failure to comply with the provisions of Schedule MVDR.

**D. CHANGES TO OFFERS**

Participant may revise its standing Demand Response Offer twice per calendar month. The Company will impose a \$50 charge for each subsequent change after the second change that occurs within the same calendar month. For system reliability purposes, an offer update may be completed without the incurrence of the \$50 charge if the offer update includes changes only to the availability of the DR resource.

**V. CONTRACT PERIOD**

Participation in Rider Schedule MVDR will have an initial minimum term of one (1) year from the later of (1) the Effective Date within the MVDR Agreement or (2) the month and year the DR resource type(s) are registered with MISO and fully participating in the market. As per the MVDR Agreement, participation after the initial minimum term of one (1) year is satisfied will be renewed on an annual basis unless and until Company or Participant provides appropriate notice of cancellation.

Issuing Officer: Christina McDowell, Director – Regulatory Filings



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MAY 25 2022

Phelps Dunbar LLP  
11 City Plaza  
1001 Convention Street  
Suite 1100  
Baton Rouge, LA 70802  
225 346 0285

LA Public Service Commission

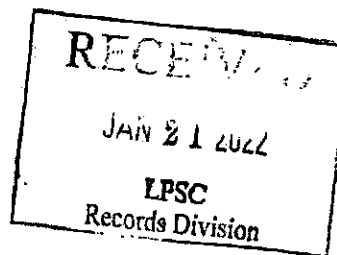
January 21, 2022

12922-0510

Paul F. Guarisco  
Partner  
paul.guarisco@phelps.com  
Direct 225 376 0241

**VIA HAND DELIVERY**

Mr. Brandon M. Frey  
Executive Secretary  
Louisiana Public Service Commission  
Galvez Building, 12<sup>th</sup> Floor  
602 North Fifth Street  
Baton Rouge, LA 70802



Re: Cleco Power LLC Interruptible Electric Service Rider to Rate Schedules GS, LPS, LPCP, IDS, and LED pursuant to LPSC General Order dated May 25, 2021 (Docket No. R-35136).

Dear Secretary Frey:

Enclosed please find two paper copies and an electronic copy (on CD) of Cleco Power LLC's ("Cleco Power" or "Company") Interruptible Electric Service Rider ("Rider IES") to Rate Schedules GS, LPS, LPCP, IDS, and LED<sup>1</sup> being filed pursuant to Paragraph 4 of the Commission's Demand Response Rules as adopted in General Order dated May 26, 2021 (Docket No. R-35136) (the "DR Rules"). Rider IES is proposed to become effective subsequent to the Commission's review and approval of same.

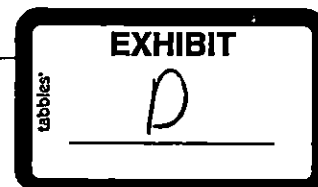
Enclosed herewith as **Exhibit A** is an Affidavit in Support of Rider IES by Christina McDowell, Director of Regulatory Filings of Cleco Power.

In pertinent part, Paragraph 4(a) of the DR Rules requires that electric utilities with more than 1 MW of combined commercial and industrial load:

"a) File with the Commission an application requesting implementation of voluntary commercial and industrial interruptible/curtailable load retail tariffs, rate schedules or riders in which all commercial and industrial customers with loads exceeding 100 kW individually or on an aggregated basis would qualify."

Cleco Power's proposed Rider IES complies with the above requirements and the DR Rules, is just, reasonable and consistent with the public interest.

<sup>1</sup> General Service (GS), Large Power Service (LPS), Large Power Compression & Pumping Service (LPCP), Incremental Employment and Economic Development Service (IDS), and Long-Term Economic Development Service (LED).



In compliance with Paragraph 5 of the DR Rules, proposed Rider IES includes:

- a) a recommended cap on interruptible/curtailable load eligible for the Rider. (See *Section II of Rider IES*);
- b) a recommended maximum number and duration of interruptions permitted in any calendar year. (See *Section V of Rider IES*);
- c) provisions that allow for interruptions/curtailments for reliability/emergency setting forth the criteria and procedures used to determine when interruptions/curtailments will be requested, including lead times for notices of interruptions/curtailments. (See *Sections V and IX of Rider IES*);
- d) provisions that prevent customers receiving rate discounts under special rate contracts (site-specific contracts), under other retail tariffs, or under wholesale RTO DR programs, from receiving duplicative or overlapping benefits. (See *Section I of Rider IES*); and
- e) provisions that provide for allocation of benefits obtained and costs incurred from RTO DR programs to the customers creating the benefits and causing the costs. (See *Sections III and IV of Rider IES*).

Pursuant to Paragraph 8 of the DR Rules, enclosed herewith as Exhibit B is a Demand Response RIM Test.

Pursuant to Paragraph 9 of the DR Rules and Section 501.B and/or Section 501.D of the Electric Utility Tariff Rules as adopted in General Order 7/1/2019 (Docket No. R-34738), Cleco Power will publish notice of Rider IES in the official state journal and in the official journal of each parish within the Company's service territory.

In compliance with Paragraph 10 of the DR Rules, Cleco Power has estimated that it may cost approximately \$135,000 to implement, administer and maintain the Rider IES program, with some of these costs being one-time implementation costs, while other costs would be annual and ongoing. The Company notes that this estimate is based on the full implementation of the program and will vary based on several factors, such as the number of customers choosing to participate in Rider IES, the salary grade of Cleco personnel needed to administer the program, training, advertising, and other reasonable administrative costs. Cleco Power will continue to monitor the processes associated with administering the Rider IES program and will make necessary changes throughout its lifecycle which may impact maintenance costs.

Pursuant to Paragraph 12 of the DR Rules, Rider IES provides for penalties for non-compliance sufficient to cover all costs of non-compliance by the customer. (See Section IV of Rider IES).

Consistent with Paragraph 16 of the DR Rules, Cleco Power proposes that the cost of Interruptible Credits associated with Rider IES be passed through to customers and recovered by the Company through Rider IICR (Infrastructure and Incremental Costs Recovery Rider) as new purchased capacity costs, subject to prudence review in a manner established by the Commission. The Interruptible Credits associated with Rider IES will fluctuate from year to year, and they are substitutes for other capacity acquisitions or purchases that would otherwise be required or reasonable.

Consistent with Paragraph 18 of the DR Rules, Rider IES includes an Incremental Customer Charge of \$30 per month in addition to customer charges assessed in the customer's applicable rate schedules. (See Section III.A of Rider IES).

Provided below is a general summary of Rider IES.

#### **AVAILABILITY**

Rider IES is available to non-residential customers at a single point of service who take service on Cleco Power's General Service (GS), Large Power Service (LPS), Large Power Compression & Pumping Service (LPCP), Incremental Employment and Economic Development Service (IDS), and Long-Term Economic Development Service (LED) rate schedules who contract for not less than 100 kW of Firm Load and who contract for not less than 100 kW of Interruptible Load.

Rider IES is not available to the following: 1) electric service provided under special contract rates or site-specific rates; 2) customers with non-firm load participating in any other current or future Company demand response options or rates, including Rider MVDR, except when that customer agrees to move such load to service under Rider IES; 3) customers that are participating in other interruptible service options, including rate schedules TP (TOUCH Program) and CPS (Compression & Pumping Service), except when that customer agrees to move such load to service under Rider IES; 4) customers that are currently served under the following rate and rider schedules – Optional Residential/Commercial net metering/distributed generation rate schedules/riders (DG), Optional Community net metering/distributed generation rate schedules/riders (CDG), Temporary Electric Service rate schedule (TE), Seasonal Electric Service rate schedule (S), and Crop Irrigation Service rate schedule (IS).

#### **APPLICABILITY**

The availability of total interruptible service supplied by Cleco Power under Rider IES may be limited, at the discretion of the Company, to an amount equal to 2% of the projected Company annual peak demand. Cleco Power reserves the right to refuse service under Rider IES if such service could cause damage to property or persons or adversely affect the public health, safety and welfare.

Rider IES is available to customers who are registered by the Company each MISO Planning Period, and who qualify for, and are accepted by MISO as a Load Modifying Resource (LMR). Service under Rider IES shall not begin until all applicable MISO registration requirements have been completed and certified by MISO.

Cleco Power shall be the sole Market Participant (MP) in MISO for any and all LMR resources provided by the Company pursuant to Rider IES.

Cleco Power may terminate a customer's participation in Rider IES if MISO precludes the customer from participating as an LMR, for failure to reduce load, or for failure to pay penalties as described in Rider IES. The Company may immediately suspend a customer's participation in Rider IES if the customer fails to qualify as an LMR.

If applications for service received by three months after LPSC approval of Rider IES exceed 2% of projected annual retail peak system load, the Company will reasonably allocate capacity to qualified applicants taking into account diversity of suppliers and locational diversity of customers with interruptible service.

## **MONTHLY BILLING**

Rider IES includes an Incremental Customer Charge of \$30 per month in addition to customer charges assessed in the customer's applicable rate schedules.

Demand Charge based on the Firm Load as defined in Section IX.E of Rider IES, which shall be the minimum bill demand as established in the customer's applicable Rate Schedules and Riders for firm service.

The Interruptible Credit used for billing purposes is calculated as follows: Interruptible Power Billing Load times the Interruptible Credit Rate of \$2.30 per kW-month. See *definition of Interruptible Power Billing Load in Rider IES*.

Applicable penalties are described in Section IV of Rider IES.

Customer assessments or credits based on the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of Rider IES.

All energy usage will be calculated in accordance with the Company's Rate Schedule FA (Fuel Cost Adjustment).

All served rendered through the meter will be billed at the rates established in the customer's applicable rate schedules and riders.

## **NON-COMPLIANCE WITH REQUEST TO INTERRUPT**

If at any time during the annual MISO Planning Period, the Company directs the customer to interrupt load and the customer fails to interrupt all load in excess of Firm Load for the entire Period of Interruption and within the time specified in Section V of Rider IES, the customer will be assessed penalties in accordance with Section IV of Rider IES.

## **INTERRUPTIONS**

When the Company calls for an interruption pursuant to Rider IES, the customer will reduce load to the Firm Load as defined in the Rider. Interruptions pursuant to Rider IES can occur throughout the year, can be called for reliability reasons, and are to be called at the sole discretion of the Company for any reliability reason including, but not limited to, maintaining firm service to the area, maintaining service integrity in the area, or other situations when reduction in load on the Company's system is required. To the extent possible, Interruptible Loads will be interrupted before any curtailment of firm service is requested or required. The customer is responsible for compliance with the Company's notification to interrupt loads.

## **CONTRACTS**

Service under Rider IES must be the subject of an Electric Service Agreement (ESA) with the Company or an amendment to same. The term of the ESA will be five years and will be subject to the provisions described in Section VI of Rider IES. Except as noted in Rider IES, the customer must fulfill the term of contract for service under Rider IES.

## **METERING**

All interruptible service will be served through the total service meter, and adequate metering and data communications capability must be installed at the customer's premises as determined by the Company. The Company may require telemetering of the customer's loads to the Company's system operator.

Costs of telemetering facilities may be included in accordance with Cleco Power's Rate Schedule IICR (Infrastructure and Incremental Costs Recovery Rider), or the customer may elect to pay a lump sum to offset the full amount of the additional investment by the Company.

## **USE OF SERVICE**

Electric service furnished under Rider IES shall not be contracted for or used by the customer in lieu of temporary, standby, maintenance, backup, or auxiliary power. The customer may not resell or share any energy purchased under Rider IES.

## **DEFINITIONS**

Section IX of Rider IES includes definitions of pertinent terms used throughout the Rider.

**WHEREFORE**, Cleco Power respectfully requests that this filing be deemed sufficient, docketed and noticed in the Commission Bulletin in accordance with the Commission's Rules of Practice and Procedure and applicable Orders.

We appreciate the opportunity to coordinate with Commission Staff and are pleased to discuss.

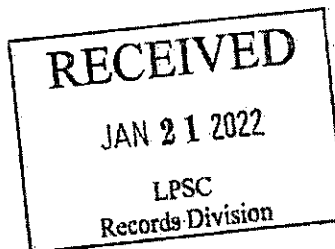
Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Guarisco", with a stylized flourish at the end.

Paul F. Guarisco

PFG:cd

Copy: Christina McDowell  
Michelle Corley  
John Shirley  
Taylor Boudreaux



## **INTERRUPTIBLE ELECTRIC SERVICE RIDER TO RATE SCHEDULES GS, LPS, LPCP, IDS, and LED**

### **I. AVAILABILITY**

This Interruptible Electric Service Rider ("Rider IES") is available only to non-residential Customers of Cleco Power LLC ("Cleco Power" or the "Company") at a single point of service, where facilities of adequate capacity and suitable phase and voltage are adjacent to the premises to be served, and Service is taken according to the applicable Terms and Conditions of Electric Service or Standard Terms and Conditions for Electric Service provided by Cleco Power LLC ("Terms and Conditions") and Cleco Power's Customer Installation Standards for Electric Service. Specifically, Rider IES is available only to customers served on GS, LPS, LPCP, IDS, and LED rate schedules who contract for not less than 100 kW of Firm Load and who contract for not less than 100 kW of Interruptible Load.

Where facilities of adequate capacity and suitable phase and voltage are not adjacent to the premises to be served, the Company may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make Service available.

Customers served on Rider IES must be capable of being billed on a calendar month basis.

Rider IES is not available to the following:

- 1) Electric service provided under special contract rates or site-specific rates.
- 2) Customers with non-firm load participating in any other current or future Company demand response options or rates, including but not limited to Rider MVDR, except when that customer agrees to move such load to service under Rider IES.
- 3) Customers that are participating in other interruptible service options, including but not limited to, rate schedules TP (TOUCH Program), and CPS (Compression & Pumping Service), except when that customer agrees to move such load to service under Rider IES. This exclusion does not apply to customers who have multiple facilities and accounts, provided that the otherwise eligible account is separately metered from the account taking service under the legacy interruptible schedule, is located in a separate and geographically distinct location from the legacy interruptible account, and the accounts are not electrically connected to each other through customer-owned equipment.
- 4) Customers that are currently served under the following rate and rider schedules: optional Residential/Commercial net metering/distributed generation rate schedule(s)/rider(s) (DG), Optional Community net metering/distributed generation rate schedule(s)/rider(s) (CDG), Temporary Electric Service rate schedule (TE), Seasonal Electric Service rate schedule (S), and Crop Irrigation Service rate schedule (IS).

Unless otherwise defined in § IX below or elsewhere in this document, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions, the Midcontinent Independent System Operator (MISO) Business Practice Manuals (BPMs) or

MISO FERC Tariff. To the extent that there is a conflict among defined terms reflected in these documents, the terms of this Rider and the Company's Terms and Conditions shall be controlling.

## II. APPLICABILITY

At the sole discretion of the Company, the availability of total interruptible Service supplied by the Company under Rider IES may be limited to an amount equal to 2% of the projected Company annual retail peak demand, unless or until such cap is revised or eliminated by order of the Louisiana Public Service Commission ("LPSC"). The Company reserves the right to refuse Service under Rider IES if, in the opinion of the Company, such Service could cause damage to property or persons or adversely affect the public health, safety, and welfare.

Rider IES is available to Customers who are registered by the Company each MISO Planning Period, and who qualify for, and are accepted by MISO as a -Load Modifying Resource (LMR) as defined in the MISO FERC Tariff and as described in the associated MISO BPM. Service under Rider IES shall not begin until all applicable MISO registration requirements have been completed and certified by MISO. The Customer must assist and coordinate with the Company to comply with all applicable MISO requirements, including, but not limited to, providing reasonable evidence to the Company that the Customer is capable of reducing electric consumption to its Firm Load within the prescribed time limit in § V when instructed to do so. During each annual MISO Planning Period, the Company reserves the right to require a test to demonstrate the Customer's load is able to be interrupted within the agreed specifications.

The Company shall be the sole Market Participant (MP) in MISO for any and all LMR resources provided by the Customer pursuant to this Rider IES. The Customer shall provide accurate Availability Notices, including, but not limited to, timely updates to the Company for when any planned outage or similar event is scheduled.

The Company may terminate the Customer's participation in Rider IES if MISO precludes the Customer from participating as an LMR, for failure to reduce load, or for failure to pay penalties as described in this Rider IES. The Company may immediately suspend the Customer's participation in Rider IES if the Customer fails to qualify as an LMR. In that event, the Company will provide written notice of suspension and a reasonable opportunity for the Customer to requalify following a decision by MISO rejecting the registration of the Customer's load, following which the Customer's participation in Rider IES may be terminated.

Participant must comply with all MISO requirements as stated in the MISO FERC Tariff and as described in the MISO BPMs, including, but not limited to, the Demand Response BPM and the Resource Adequacy BPM. If, at any time, the MISO requirements become incompatible with 1) the primary rate schedule under which the Customer takes firm Service or 2) this Rider IES, such that the Company's interruptible customers' operations cannot meet the minimum requirements for an LMR, application of this Rider IES to such customers shall be suspended and the Company may, at its sole discretion, propose for LPSC approval a new/revised rate schedule/rider for the purpose of enrolling eligible load in MISO as an LMR.

If applications for service received by three months after LPSC approval of Rider IES exceed 2% of projected annual retail peak system load, the Company will reasonably allocate capacity to qualified applicants taking into account diversity of suppliers and locational diversity of customers with interruptible service.

### III. MONTHLY BILLING

#### A. Incremental Customer Charge:

\$30.00 per month in addition to customer charges assessed in the Customer's applicable rate schedules and riders.

#### B. Demand Charge: Firm Load as defined in § IX.E, which shall be the minimum bill demand as established in the Customer's applicable Rate Schedules and Riders for firm service.

#### C. Interruptible Credit:

The Interruptible Credit used for billing purposes shall be calculated as follows:

Interruptible Power Billing Load times the Interruptible Credit Rate of \$2.30 per kW-month. The Interruptible Credits shall be recovered by the Company through its Rider IICR (Infrastructure and Incremental Costs Recovery Rider).

#### D. Applicable penalties as described in § IV.

#### E. Plus or minus the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of this Rider IES, which is assessed or levied against the Company or directly affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of Meters, Customers, or rates of, or revenue from electric power and energy or Service sold, or on the volume of energy generated, transmitted, purchased for sale, or sold, or on any other basis where direct allocation is possible.

#### F. Fuel Adjustment:

All energy usage will be calculated in accordance with Cleco Power Rate Schedule FA (Fuel Cost Adjustment-Retail Electric).

#### G. All Service rendered through the Meter shall be billed at the rates established in the Customer's applicable Rate Schedules and Riders.

### IV. NON-COMPLIANCE WITH REQUEST TO INTERRUPT

If at any time during the annual MISO Planning Period, the Company directs the Customer to interrupt load and the Customer fails to interrupt all load in excess of Firm Load for the entire Period of Interruption and within the time specified in § V, the Customer will be assessed the following penalties:



Penalty Rates:

- A. In the event the Curtailment Ratio is greater than or equal to 90%, the Customer will not receive the Interruptible Credit for that billing Month for the portion of load it did not curtail by applying the following formula: Interruptible Credit times (1 – Curtailment Ratio). In addition, the Customer will pay an amount equal to the sum of MISO Non-Compliance Penalties charges.
- B. In the event the Curtailment Ratio is less than 90%, the Customer will not receive the Interruptible Credit for that billing Month. In addition, the Customer will pay an amount equal to the sum of MISO Non-Compliance Penalties charges.

Effective with the billing Month following the second instance of non-compliance by the Customer (as described in § IV.B above) within a MISO Planning Year, the Customer's participation in this Rider IES shall terminate and the total Service contracted for under Rider IES will be transferred to and billed under the applicable Rate Schedule for firm service. Customers may not return to service under this Rider IES, take service under other interruptible or curtailable options offered by the Company, or otherwise participate in any other Company demand response options or rates for the greater of 12 Months or the remainder of the Term of Contract. Customers may only return to Service under this Rider IES if the Company agrees that there is interruptible load that may be contracted for pursuant to § II of this Rider IES.

If the Customer failed, in whole or part (as defined in § IV.B), to comply with any Company-requested interruptions (in accordance with § V below) in a timely manner, the duration of such Period of Interruption shall not be considered an interruption for purposes of this Rider IES.

**V. INTERRUPTIONS**

When the Company calls for an interruption pursuant to this Rider IES, the Customer will reduce load to the Firm Load as defined in § IX.E below.

Interruptions pursuant to this Rider IES can occur throughout the year, can be called for reliability reasons, and are to be called at the sole discretion of the Company for any reliability reason including, but not limited to, maintaining firm service to the area, maintaining Service integrity in the area, or other situations when reduction in load on the Company's system is required. To the extent possible, Interruptible Loads will be interrupted before any curtailment of firm service is requested or required. The Customer is responsible for compliance with the Company's notification to interrupt loads.

The required notice will be given to the Customer in accordance with the curtailment notice thresholds specified below and shall commence in accordance with the Notification Methods defined in § IX below, provided, however, that in the event MISO or the Cleco Power Transmission Control Center instructs Cleco Power to shed firm load to address a transmission or other emergency, the Company will immediately issue a Reliability Interruption notice to Customers whose interruption the Company reasonably believes will mitigate the need for firm load shed, and such Customers shall reduce to their Firm Load within thirty (30) minutes irrespective of the curtailment notice thresholds defined below. Service may be restored immediately upon notification by the Company in the event the requested Period of Interruption is modified after the original notice.

Interruption limits are as follows:

Curtailment notice	Interruptions per Day	Maximum Duration per Interruption	Maximum Annual Interrupted Hours	Term of Contract
2-hours	1	12 hours	150	5 years

The Company reserves the right to alter the interruption limits at its sole discretion to comply with any changes in MISO's FERC Tariff or BPMs.

## VI. CONTRACTS

A. Service under this Rider IES must be the subject of a Service Agreement (SA) with the Company or an amendment to same. The new or remaining contract term for firm service under the Customer's SA must be the same or greater than the Term of Contract for service under Rider IES.

B. Term of Contract: as specified in § V, and subject to the provisions described below:

1. In the event that the LPSC approves a request by the Company for withdrawal of Service under this Rider IES, the Term of Contract may conclude prior to the contracted term under Rider IES within the Customer's SA or amendment to same.
2. During the Term of Contract for this Rider IES, if the Customer's SA is amended to increase the amount of Interruptible Load, such modifications to Interruptible Load shall not be effective for billing purposes until all applicable MISO registration requirements associated with the change in Interruptible Load have been completed and certified by MISO.
3. If the Customer is removed from service under this Rider IES pursuant to § IV before the end of the Term of Contract, the Customer is subject to the following provisions:

- a. The Customer shall pay Company the following as compensation for the respective MISO Planning Period during which the Customer is removed from service:

$A + (B - C)$ , where:

A is the sum of all Interruptible Credits received by Customer during the MISO Planning Period for which the LMR associated with Customer's Interruptible Load was registered;

B is the cost of replacement capacity for the MISO Planning Period times the Zonal Resource Credits (ZRCs) associated with the Customer's Interruptible Load; and

C is the sum of the MISO Planning Resource Auction (PRA) clearing price for the LMR corresponding to the Customer's Interruptible Load for the respective MISO Planning Period (in units of \$/MW-day) times the ZRCs (in MW units) associated with the Customer's Interruptible Load for every

day in the MISO Planning Period up to the effective date of termination or Rider IES.

- b. To the extent the Customer's Interruptible Load is registered with MISO for any MISO Planning Period subsequent to when the termination was effective, Customer will be responsible for paying Company the cost to replace the MISO ZRCs associated with the Customer's Interruptible Load for that MISO Planning Period.
  - c. The Customer shall be responsible for any penalties levied on the Company by MISO during the MISO Planning Period in which the interruptible service is cancelled, and any subsequent MISO Planning period for the LMR has been committed in the PRA.
4. Except as noted in Rider IES, Customer must fulfill the Term of Contract for service under Rider IES. To the extent a Customer wants to extend service under Rider IES beyond the initial Term of Contract, such Customer shall work with Company during the last 12 months of the Term of Contract to amend Customer's SA to reflect such extension. Extension of the contract is subject to mutual agreement of the parties.

#### **VII. METERING**

- A. All interruptible Service will be served through the total Service Meter, and adequate metering and data communications capability must be installed at the Customer's premises as determined in the Company's sole judgment. The Company may require telemetering of the Customer's loads to the Company system operator.
- B. Costs of telemetering facilities, including rental or investment costs of the Company's communications circuits, may be included in accordance with Cleco Power Rate Schedule IICR (Infrastructure and Incremental Costs Recovery Rider), or the Customer may elect to pay a lump sum to offset the full amount of the additional investment by the Company. In the case of charges assessed via Cleco Power Rate Schedule IICR, such charges will continue beyond the date of termination until the Company's investment has been recovered. A separate Contract for such Facilities Charges may be required.

#### **VIII. USE OF SERVICE**

Electric Service furnished under Rider IES shall not be contracted for or used by the Customer in lieu of temporary, standby, maintenance, backup, or auxiliary power. The Customer shall not resell nor share any energy purchased under this Rider IES.

#### **IX. DEFINITIONS**

- A. Annual Interrupted Hours: the total number of hours that the Company has Interrupted Service pursuant to this Rider IES during the current MISO Planning Year, excluding general system curtailments or interruptions.
- B. Availability Notice: For any Interruptible Load, the Customer shall submit a projected load profile for the following week by no later than six (6) o'clock am Central prevailing time on Friday of each week, using a format acceptable to Cleco Power. The load profile will include the amount of the Customer's Interruptible Load projected to be available in each hour of the day the following week, the maximum amount of interruptible power

(in specified units of MWh or kWh) for each day of the forecast, and the maximum duration for any interruption. The projected amount of available Interruptible Load in the load profile may be stated within a reasonable range. If the load profile changes materially after the load profile is provided, the Customer shall provide an updated load profile as soon as reasonably possible. The Customer shall also provide Cleco Power with a contact to receive curtailment notices and provide updates to Availability Notices intraday and upon request as soon as reasonably possible, but in no event more than two (2) hours, and in accordance with Notification Methods specified herein. Customer must inform Company in a timely manner of any planned or unplanned maintenance or other activities that will significantly change the Customer's available Interruptible Load.

- C. BPMs: MISO Business Practice Manuals then in effect.
- D. Curtailment Ratio shall be:
  - 1) For a billing Month during which the Customer received no notifications to interrupt pursuant to this Rider: 100%
  - 2) In months where the Customer received one or more notifications to interrupt pursuant to this Rider: the average of all Performance Ratios during that billing Month.
- E. Firm Load: the number of Kilowatts (kW) that the Customer intends to exclude from interruptions as defined in the Customer's SA. Nothing herein excludes such loads from the normal operating outages inherent to an electrical power system, nor from general system curtailments pursuant to the Terms and Conditions of all Company Rate Schedules.
- F. Interruptible Credit: as defined in § III.C.
- G. Interruptible Load - The maximum Kilowatts (kW) that the Customer has designated as subject to interruptions under this Rider. This number of Kilowatts is defined in the Customer's SA or amendment to same.
- H. Interruptible Power Billing Load: is the lesser of:
  - 1) Interruptible Load,
  - 2) Maximum Demand less Firm Load, or
  - 3) The amount of ZRCs registered as an LMR with MISO during the MISO Planning Period in effect for the billing period.
- I. Maximum Demand: is the amount of demand registered on the Meter during the billing period, which is further defined in the Customer's applicable Rate Schedule either as Billing Load or Firm Demand.
- J. MISO FERC Tariff: MISO's current FERC-approved tariff and associated schedules.
- K. MISO Non-Compliance Penalties: in the event Customer does not fully curtail load, MISO may assess the following penalties:
  - 1. The amount of the specified MISO-defined Demand reduction not achieved for each hour times the MISO defined LMP for that hour, plus
  - 2. Any Revenue Sufficiency Guarantee ("RSG") charges imposed on the Company by MISO pursuant to the terms of the MISO FERC Tariff, plus
  - 3. Any other penalties or fees imposed on the Company by MISO pursuant to the terms of the MISO FERC Tariff for failure to reduce load as directed by MISO.

In the event that the Customer fails to timely interrupt as instructed for the Period of Interruption, the Customer may be required to provide documentation as defined in the applicable MISO BPMs for the specific circumstances that would justify exemption from such penalties. Such documentation shall be provided by the Customer to the Company. If MISO determines that failure to interrupt was justified and no penalty is assessed by MISO to the Company for the Customer's failure to interrupt, the Customer will not be penalized by the Company.

- L. MISO Planning Period: the period of time for which prices determined by each MISO PRA apply, which may be the MISO Planning Year or a shorter, seasonal period as determined by the MISO FERC Tariff and applicable MISO BPM requirements.
- M. MISO Planning Year – The period of time from June 1st of one Year to May 31st of the following Year that is used for developing MISO Resource Plans.
- N. Notification Methods: The Company may utilize telephone or electronic communication as the primary means to notify the Customer of interruptions, for the Customer to provide the Company with Availability Notices, and to process updates to Periods of Interruption and Availability Notices. This mechanism for communication may be altered at the sole discretion of the Company. The Customer will be responsible for providing its own Internet access, a phone number, and a dedicated email address to be used by the Company. The Customer is responsible for notifying the Company in the event that the agreed-upon communication method is temporarily unavailable and will provide the Company with an alternate form of communication. Participant must provide and maintain 24-hour contact information for a single point of contact. The Customer is responsible for receiving notification of interruptions and acknowledging receipt of such notifications to the Company within 15 minutes of receipt, as the notification shall be deemed received at the time such notification is sent by the Company.
- O. Performance Ratio: for each interruption required of the Customer by the Company pursuant to this Rider IES, the amount of load the Customer curtailed (capped at the full amount of required curtailment) across each interval included within the Period of Interruption divided by the amount of load the Customer was required by the Company to curtail across each interval included within the Period of Interruption. The Performance Ratio shall be a percentage that is not less than 0% nor greater than 100%.
- P. Period of Interruption: that span of time during which the Customer's Interruptible Load shall not be served by the Company. This shall begin and end at the time designated by the Company to shed interruptible loads.
- Q. Reliability Interruptions: interruptions of service initiated by MISO or the Company for the purposes of maintaining system reliability.
- R. Total Load: the sum of Interruptible Load and Firm Load, as defined above. If at any time the Maximum Demand in a Month exceeds Total Load, the increment shall serve to increase Firm Load for that monthly billing period.

**Attachment 1 to Rider IES**

**SAMPLE LETTER [COMPLETED BY CUSTOMER ON CUSTOMER'S LETTERHEAD]  
(INITIAL REQUEST FOR RIDER IES)**

Cleco Power LLC  
2030 Donahue Ferry Road  
Pineville, LA 71360

**RE: APPLICATION FOR RIDER IES**

This is an application for Rider IES as a rider to other applicable rate schedules and is made with the following conditions and understanding.

1. Customer is eligible to enroll in Rider IES.
2. Customer will contract with the Company for a minimum term as specified in Section 4 and under the Company's Standard Service Agreement and applicable rate schedules.
3. Customer will contract for \_\_\_\_\_ kW of Firm Load and for an additional \_\_\_\_\_ kW of Interruptible Load over the Term of Contract for Rider IES.
4. Customer elects to enroll in Rider IES, which means the Term of Contract for Rider IES is defined as the five-year period immediately preceding the first month for which all requirements for service under this Rider have been met, or as mutually agreed upon by the Customer and the Company.
5. Customer must submit all information to Cleco Power required by MISO for registration as an LMR at least 30 days prior to the applicable MISO deadline for the next Planning Resource Auction. All testing of LMRs as may be required by MISO, which will require interaction between Company and Participant, must be completed before the 30-day deadline.
6. Service and billing under Rider IES shall commence upon the later of: (1) installation and operational readiness of required electric metering and communication equipment and collection of any data required in the registration process, and/or (2) full acceptance by MISO of the registration as an LMR resource. Timing of registration and full participation in MISO's wholesale markets as an LMR, will be subject to MISO's planning cycles in accordance with MISO BPMs and the MISO FERC Tariff.
7. Customer agrees to comply with all conditions of service that are required pursuant to Rider IES.
8. Service under this Rider IES will be provided under the Terms and Conditions Applicable to Electric Service as defined in the Service Agreement and rates stipulated by the appropriate regulatory authority.

The above statements are certified to be true and correct.

Customer: \_\_\_\_\_

Customer Account No.: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Issuing Officer: Christina McDowell, Director – Regulatory Filings

BEFORE THE LOUISIANA PUBLIC SERVICE COMMISSION

CLECO POWER LLC

CLECO POWER LLC INTERRUPTIBLE ELECTRIC SERVICE RIDER ("RIDER IES") TO RATE SCHEDULES GS, LPS, LPCP, IDS, AND LED, FILED PURSUANT TO LPSC DEMAND RESPONSE RULES ADOPTED IN GENERAL ORDER DATED MAY 26, 2021 (DOCKET NO. R-35136).

STATE OF LOUISIANA  
PARISH OF RAPIDES

AFFIDAVIT IN SUPPORT OF RIDER IES

BE IT KNOWN, that before me, the undersigned Notary Public, duly commissioned and qualified for the State and Parish aforesaid, personally came and appeared:

CHRISTINA McDOWELL

("Affiant"), who after being duly sworn did depose and say:

1. Affiant is the Director – Regulatory Filings of Cleco Power LLC ("Cleco Power" or "Company").

2. Cleco Power filed an application with the Louisiana Public Service Commission ("Commission" or "LPSC") requesting implementation of Rider IES pursuant to the LPSC Demand Response Rules as adopted in General Order dated May 26, 2021 (Docket No. R-35136) (the "DR Rules"). Rider IES is proposed to become effective subsequent to the Commission's consideration and approval of same.

3. The Company's application, Rider IES and the accompanying RIM Test were prepared under my direct supervision, and I first-hand knowledge of their contents.

4. To the best of my knowledge, information and belief, the Company's application, Rider IES and accompanying RIM Test comply with the Commission's DR Rules, and therefore Rider IES is just, reasonable and consistent with the public interest.

5. Accordingly, Cleco Power respectfully requests that Rider IES be approved by the Commission.



Christina McDowell Affidavit

SIGNATURE PAGE

Christina McDowell

Christina McDowell  
Cleco Power LLC  
2030 Donahue Ferry Road  
Pineville, LA 71360

SWORN TO AND SUBSCRIBED  
BEFORE ME, NOTARY PUBLIC,  
THIS 20<sup>th</sup> DAY OF JANUARY, 2022.

Natalie Paul

NOTARY PUBLIC

BAR ROLL/NOTARY ID NO.: 176486

MY COMMISSION EXPIRES: N/A



Christina McDowell Affidavit



R-35136

# Demand Response RIM Test

EXHIBIT

B

# Cost Assumptions

Program Cost: \$135,000

5 Customers at 100 kW: \$13,800 Annual Credit

10 Customers at 500 kW: \$138,000 Annual Credit

Cost Assumption 1	Cost Assumption 2
\$135,000	\$135,000
\$13,800	\$138,000
<b>\$148,800</b>	<b>\$273,000</b>

# Break-Even Avoided Cost

Cost Assumptions	Interruptible Load	Break-Even Avoided Cost
\$148,800	500 kW	\$297.60
\$273,000	5,000 kW	\$54.60

# Historical LMPs

February 2021 – Winter Storm

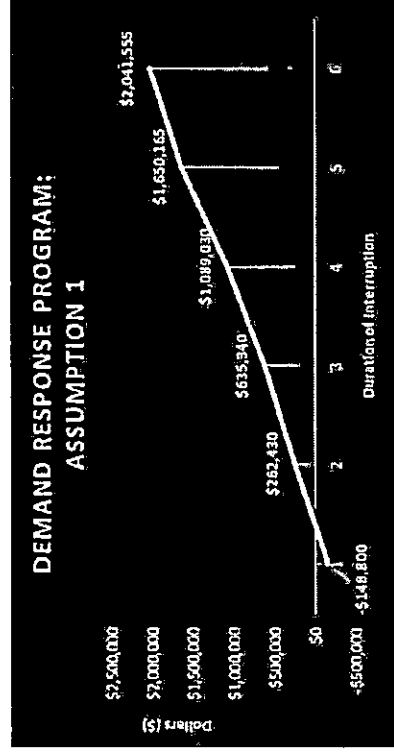
Date	Hour	Avoided Cost
2/16/2021	5	\$822
2/16/2021	6	\$746
2/16/2021	7	\$907
2/16/2021	8	\$1,122
2/16/2021	9	\$783

September 2018 – Cooling Event

Date	Hour	Avoided Cost
9/15/2018	14	\$177
9/15/2018	15	\$591
9/15/2018	16	\$634
9/15/2018	17	\$245
9/15/2018	18	\$183

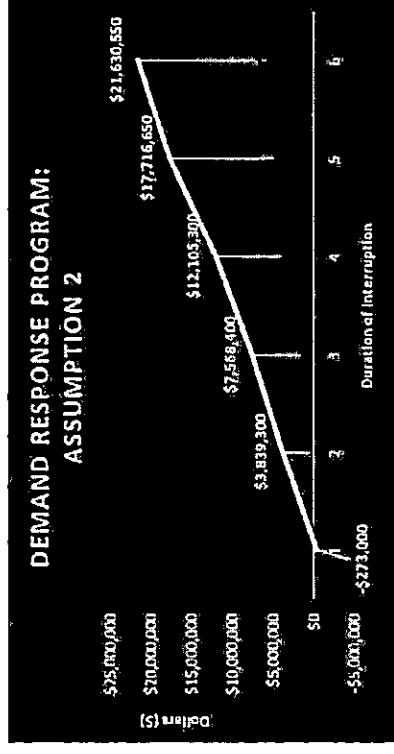
# February 2021 – Winter Storm

Cost Assumption 1: \$148,800



Avoided Cost	\$822	\$746	\$907	\$1,122	\$783
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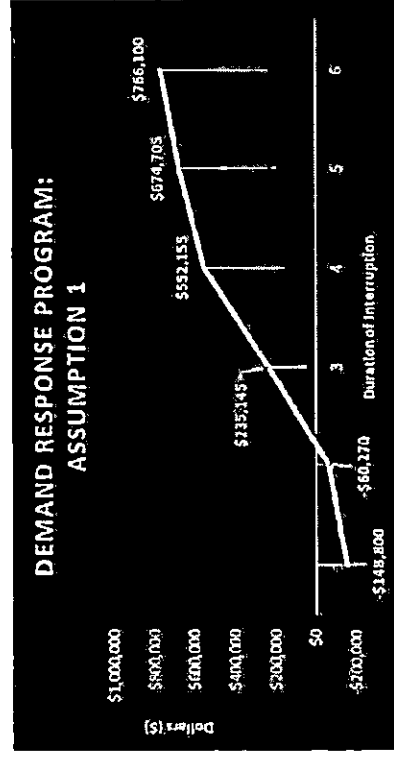
Cost Assumption 2: \$273,000



Avoided Cost	\$822	\$746	\$907	\$1,122	\$783
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# September 2018 – Cooling Event

Cost Assumption 1: \$148,800



Cost Assumption 2: \$273,000

