

October 20, 2017

2017 OCT 20 PM 1:45  
LA PUBLIC SERVICE  
COMMISSION

**VIA HAND DELIVERY**

Ms. Eve Kahao Gonzalez  
Executive Secretary  
Louisiana Public Service Commission  
602 N. 5th Street, 12th Floor, Galvez Building  
Baton Rouge, Louisiana 70802

Re: LPSC Docket No. I-\_\_\_\_\_  
Cleco Power LLC: Request to Initiate IRP Process (October 20, 2017) pursuant  
to the General Order (Corrected) in Docket R-30021, issued April 20, 2012

Dear Ms. Gonzalez:

Enclosed please find one (1) original and three (3) copies of Cleco Power LLC's Request to Initiate an IRP Process, pursuant to the captioned Order.

Please return one (1) date-stamped copy of the Request to us. If you have any questions, or require any additional information, please do not hesitate to contact us.

Sincerely,



Daniel T. Pancamo  
Counsel for Cleco Power LLC

Enclosure

cc: J. Robert Cleghorn  
Mark D. Pearce  
Nathan G. Huntwork  
Paul F. Guarisco

BEFORE THE  
LOUISIANA PUBLIC SERVICE COMMISSION

**CLECO POWER LLC: REQUEST TO  
INITIATE IRP PROCESS (OCTOBER 20,  
2017) PURSUANT TO THE GENERAL  
ORDER (CORRECTED) IN DOCKET  
R-30021, ISSUED APRIL 20, 2012**

DOCKET NO. I-\_\_\_\_\_

**CLECO POWER LLC'S REQUEST TO INITIATE  
INTERGRATED RESOURCE PLANNING ("IRP") PROCESS**

Cleco Power LLC ("Cleco Power"), through its undersigned counsel, submits this Request to Initiate an IRP Process to the Louisiana Public Service Commission ("LPSC" or "Commission") pursuant to the requirements of Section 10, Attachment A, of the Commission's General Order (Corrected) issued April 20, 2012, in Docket No. R-30021 (the "IRP Order"). Pursuant to the IRP Order, the LPSC requires electric utilities to file a Request to Initiate an IRP Process, which shall include: (i) a schedule for completing the utility's IRP Process; and (ii) a Proposed Confidentiality Agreement. Accordingly, by way of this filing, Cleco Power requests authorization to initiate the IRP process and, in accordance with the LPSC's IRP Order, attaches a schedule for completing its IRP Process as Exhibit 1 and a proposed Confidentiality Agreement as Exhibit 2.

2017 OCT 20 PM 1:45  
LA PUBLIC SERVICE  
COMMISSION

**Communications**

All communications related to this filing should be directed to:

J. Robert Cleghorn  
Vice President, Regulatory Strategy  
Cleco Power LLC  
2030 Donahue Ferry Road  
Pineville, LA 71361  
Phone: (318) 484-7637  
Email: [Robert.Cleghorn@cleco.com](mailto:Robert.Cleghorn@cleco.com)

Nathan G. Huntwork  
Daniel T. Pancamo  
Paul F. Guarisco  
Phelps Dunbar LLP  
365 Canal Street  
New Orleans, LA 70130  
Phone: (504) 566-1311  
Email: [dan.pancamo@phelps.com](mailto:dan.pancamo@phelps.com)  
[nathan.huntwork@phelps.com](mailto:nathan.huntwork@phelps.com)  
[paul.guarisco@phelps.com](mailto:paul.guarisco@phelps.com)

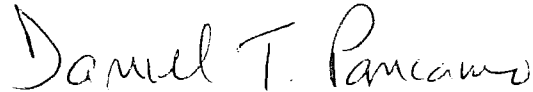
and

Mark D. Pearce  
General Counsel  
Cleco Power LLC  
2030 Donahue Ferry Road  
Pineville, LA 71360  
Phone: (318) 484-7744  
Email: [Mark.Pearce@cleco.com](mailto:Mark.Pearce@cleco.com)

[remainder of page blank]

WHEREFORE, Cleco Power LLP requests that its Request to Initiate an IRP Process be accepted pursuant to the LPSC's IRP Order.

Respectfully submitted,



Nathan G. Huntwork (Bar Roll No. 31789)

Daniel T. Pancamo (Bar Roll No. 19726)

Paul F. Guarisco (Bar Roll No. 22070)

Phelps Dunbar LLP

365 Canal Street

New Orleans, LA 70130

Phone: (504) 566-1311

Facsimile: (504) 568-9130

E-mail: [dan.pancamo@phelps.com](mailto:dan.pancamo@phelps.com)

[nathan.huntwork@phelps.com](mailto:nathan.huntwork@phelps.com)

[paul.guarisco@phelps.com](mailto:paul.guarisco@phelps.com)

Cleco Power LLC Integrated Resource Plan (“IRP”) Schedule of Events (Section 10 of General Order)

Event	Description	# of Months from Filing Date	Date
1	Submit request to initiate the IRP	-	October 20, 2017
2	File data assumptions	1	November 20, 2017
3	First stakeholder meeting	2	December 2017
4	Stakeholders file written comments	4	February 2018
5	Publish draft IRP	12	October 2018
6	Second stakeholder meeting	13	November 2018
7	Stakeholders file written comments	15	January 2019
8	Staff files written comments	16	February 2019
9	Publish final IRP	19	May 2019
10	Stakeholders file disputed issues and alternative recommendations	21	July 2019
11	Staff files recommendation to Commission	22	August 2019
12	Commission Order acknowledging IRP or procedural schedule	24	October 2019

EXHIBIT 2  
CONFIDENTIALITY AGREEMENT  
(FOLLOWS THIS PAGE)

**BEFORE THE  
LOUISIANA PUBLIC SERVICE COMMISSION**

**CLECO POWER LLC:  
REQUEST TO INITIATE IRP  
PROCESS (OCTOBER 20, 2017)  
PURSUANT TO THE GENERAL  
ORDER (CORRECTED) IN DOCKET  
R-30021, ISSUED APRIL 20, 2012**

**DOCKET NO. I-\_\_\_\_\_**

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (“Agreement”) is entered into effective as of \_\_\_\_\_, 2017 (the “Effective Date”) between Cleco Power LLC (“Cleco Power”) and \_\_\_\_\_ (“\_\_\_\_\_”) (\_\_\_\_\_ and Cleco Power are sometimes referred to herein individually as a “Party” and collectively as the “Parties”). This Agreement shall govern the use of all information deemed confidential by a Party responding to discovery or other informational requests received from another Party in the captioned proceeding, unless the Louisiana Public Service Commission (“Commission”) determines that such information is not confidential pursuant to Rule 12.1 of the Commission’s Rules of Practice and Procedure (“Rules”).

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree as follows:

1. (a) Any Responding Party (as hereinafter defined) producing or filing a document, including, but not limited to, records stored or encoded on a computer disk or other similar electronic storage medium, in this proceeding may designate that document or any portion of it as confidential pursuant to this Agreement by typing or stamping on the face of the document “PROTECTED MATERIALS PURSUANT TO THE CONFIDENTIALITY AGREEMENT IN DOCKET NO. I-\_\_\_\_\_” or words of similar import (“Protected Materials”).
- (b) Protected Materials, however, shall not include any information or document contained in the public files of the Commission, the Federal Energy Regulatory Commission, or any other governmental agency. Protected Materials also shall not include documents or other information that at the time of or prior to disclosure in this proceeding are or were public knowledge or which later become public knowledge, other than through disclosure in violation of this Agreement.

(c) No Reviewing Party (as hereinafter defined) may disclose any Protected Materials to any other person, except as provided in this Agreement, no exceptions, and may not use any Protected Materials for any purpose other than the purposes of this proceeding, no exceptions.

2. When a Party receives or is provided access to Protected Materials pursuant to this Agreement, that Party is referred to as a “Reviewing Party” with respect to such Protected Materials.
3. When a Party produces or provides access to Protected Materials pursuant to this Agreement, that Party is referred to herein as a “Responding Party” with respect to such Protected Materials.
4. Except as otherwise provided in this paragraph, a Reviewing Party shall be permitted access to Protected Materials only through its designated “Reviewing Representatives.” “Reviewing Representatives” of a Reviewing Party may include its employees, officers, managers, and directors, as well as its counsel in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other independent contractors retained by the Reviewing Party and directly engaged in this proceeding.
5. (a) The term “Highly Sensitive Protected Materials” is a subset of Protected Materials and refers to material produced by a Responding Party that the Responding Party claims is of such a highly sensitive nature that providing access to such material to a Reviewing Party would expose the Responding Party, or a person to whom the Responding Party owes a duty to protect the confidentiality of such materials, to an unreasonable risk of harm, except pursuant to the restrictions specified in paragraph 5(d). Documents so classified by a Responding Party shall bear the designation “HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO THE CONFIDENTIALITY AGREEMENT IN DOCKET NO. I-\_\_\_\_\_.”

(b) Reviewing Representatives for purposes of reviewing Highly Sensitive Protected Materials in this proceeding shall not include any person whose duties include (or who directly supervises any employee whose duties include) any activity with respect to which the disclosure of particular Highly Sensitive Protected Materials would present an unreasonable risk of harm, such as: (i) the marketing or sale of electric power or energy at wholesale; (ii) the purchase or sale of electric power or energy at wholesale; (iii) the provision of electricity marketing consulting services to entities engaged in the sale or purchase of electric power at wholesale; and (iv) the pricing for the sale of potential electric generation development project facilities or the electric power or energy therefrom, or of potential upgrades or enhancements to such facilities or the electric power or energy therefrom, with the exception of the development and/or evaluation of projects for self- or co-generation of electricity

(c) Nothing shall preclude a Responding Party from seeking protections for Highly Sensitive Protected Materials beyond those provided for in this Agreement. If the Party asserting confidentiality believes that further protections should be afforded, or should a



dispute arise with respect to the manner in which, or the Reviewing Representatives to which, Highly Sensitive Protected Materials are disclosed, such materials shall be made available for inspection by Commission Staff Counsel and outside counsel for the Reviewing Party only, pending a determination of the manner in which, and the Reviewing Representatives to which, such materials will be disclosed pursuant to this Agreement, which determination shall be made on a case by case basis, depending on the level of protection that may be necessary to protect the Responding Party, and any other person or entity to which the Responding Party owes a duty to protect the confidentiality of such materials, from any unreasonable risk of harm that may result from disclosure of such information. In the event that the Parties are unable to agree on the manner in which, and the Reviewing Representatives to which, such materials will be disclosed, the Party asserting confidentiality reserves its right to seek from the Commission, and from the courts as may be necessary, an order providing the level of protection for the Highly Sensitive Protected Materials that the Party asserting confidentiality believes is required. Likewise, the Party seeking review reserves its rights to seek a remedy from the Commission and from the courts as may be necessary.

(d) Except for materials that are voluminous, a Responding Party shall provide one copy of Highly Sensitive Protected Materials to the person designated by the Reviewing Party to receive and maintain possession of such copy. The person so designated must be an authorized Reviewing Representative for purposes of reviewing such material under Paragraph 4, above. The copy provided to the designated Reviewing Representative may be provided (1) in hard copy, or (2) in an electronic format, as agreed to by the Parties. The copy of Highly Sensitive Protected Materials that is provided to the designated Reviewing Representative shall be delivered to such Reviewing Representative via commercial courier (such as Fed Express) or other means of delivery of comparable reliability. Absent the mutual agreement of the Responding Party and Reviewing Party and the existence of extraordinary circumstances, Highly Sensitive Protected Materials shall not be transmitted by electronic mail, whether (1) from the Responding Party to the Reviewing Party, (2) between Reviewing Parties, or (3) among Reviewing Representatives of a single Reviewing Party. In addition, no copies shall be made of Highly Sensitive Protected Materials, except for the purposes discussed in this subparagraph or in Paragraph 11 below, and except that one hard copy may be made of Highly Sensitive Protected Materials that are provided in an electronic format, provided that each page of such hard copy shall bear the Highly Sensitive Protected Materials legend set forth in Paragraph 5(a). Only the designated Reviewing Representative shall receive and maintain possession of all Highly Sensitive Protected Materials received under this Agreement, whether in hard copy or electronic form. Reviewing Representatives who are authorized Reviewing Representatives for purposes of reviewing particular Highly Sensitive Protected Materials, but who are not designated to receive and maintain possession of such Highly Sensitive Protected Materials, may review the copy of those materials at the office of the designated Reviewing Representative. If necessary, and only with the express consent of the Responding Party, additional copies of Highly Sensitive Protected Materials in the number specified by the Responding Party, in electronic or hard copy form, may be created under circumstances in which, due to the geographic distance between the designated Reviewing Representative and other Reviewing Representatives of the same Reviewing Party or other similar circumstances,

the requirement of this subparagraph that only one copy of Highly Sensitive Protected Materials be provided to and maintained by each Reviewing Party would result in substantial hardship. Authorized Reviewing Representatives may take reasonably limited handwritten notes regarding the information contained in Highly Sensitive Protected Materials, provided that handwritten notes shall not be used to circumvent this protection against duplication of Highly Sensitive Protected Materials.

(e) An authorized Reviewing Representative's notes, memoranda, or other documents, materials, or information regarding or derived from Highly Sensitive Protected Materials, whether in hard copy or electronic form, are to be considered Highly Sensitive Protected Materials and labeled as set forth in Paragraph 5(a), above, and are to be treated in all respects as Highly Sensitive Protected Materials pursuant to this Agreement. Authorized Reviewing Representatives must take all reasonable precautions to ensure that Highly Sensitive Protected Materials, including notes and analyses made from Highly Sensitive Protected Materials, are not viewed by any person other than an authorized Reviewing Representative.

(f) Other than pursuant to a valid court order or subpoena or as otherwise expressly provided in this Agreement, an authorized Reviewing Representative may disclose Highly Sensitive Protected Materials to another person only if the person to whom the material is to be disclosed is an authorized Reviewing Representative under this Agreement and only if such disclosure is conducted in strict compliance with the provisions of this Agreement.

(g) If the Responding Party believes that further protections should be afforded with respect to the manner in which the confidentiality of particular Highly Sensitive Protected Materials should be protected, which determination shall be made on a case-by-case basis depending on the level of protection that may be necessary to protect the Responding Party and any other person or entity to which the Responding Party owes a duty to protect the confidentiality of such materials from any unreasonable risk of harm that may result from disclosure of such information, then the Responding Party shall retain its right, and shall not be deemed to have waived such right, to seek from the Commission, and from the courts as may be necessary, an order providing the level of protection for such materials that the Responding Party believes is required.

(h) In the event that any authorized Reviewing Representative for purposes of reviewing Highly Sensitive Protected Materials ceases to be engaged in this proceeding or develops an intention to engage in one or more of the activities described in Paragraph 5(b) above, that person:

(i) must immediately notify the Responding Party in writing, as applicable, (A) that involvement in LPSC Docket No. I-\_\_\_\_\_ has ceased, or (B) of the intention to engage in such activity(ies);

(ii) shall be immediately disqualified from reviewing or receiving Highly Sensitive Protected Materials;

(iii) shall return to the Responding Party (or any remaining authorized Reviewing Representative of the Reviewing Party) all Highly Sensitive Protected Materials in possession of such person, including all notes, memoranda, or other documents or information regarding or derived from Highly Sensitive Protected Materials; and

(iv) shall not engage in any activity set forth in Paragraph 5(b) above until the provisions of this Paragraph 5(h) have been complied with fully, and shall refrain from engaging in any activity listed in Paragraph 5(b) above for thirty (30) days from the date that notice is given pursuant to this Paragraph 5(h), in order to afford the Responding Party an opportunity to seek from a court of competent jurisdiction any injunctive or other relief that may be appropriate.

6. Each Reviewing Representative who inspects Protected Materials shall, before such inspection, agree in writing to the following certification, and shall provide a copy of a signed certification in the form of that attached to this Agreement to counsel for the Responding Party asserting confidentiality:

I certify: that I am a designated Reviewing Representative; that I understand that the Protected Materials provided to me in the captioned docket are provided pursuant to the terms and restrictions of the Confidentiality Agreement between Cleco Power LLC and \_\_\_\_\_ in the captioned docket; that I have been given a copy of the Confidentiality Agreement and have read the Confidentiality Agreement; and that I agree to be bound by the Confidentiality Agreement. I understand that the contents of Protected Materials, and any notes, memoranda, or any other form of information regarding or derived from Protected Materials, as defined in the Confidentiality Agreement, except as provided otherwise in the Confidentiality Agreement, shall not be disclosed to any person other than in accordance with the Confidentiality Agreement, and shall be used only for the purposes of the proceeding in DOCKET NO. I-\_\_\_\_\_.

Any Reviewing Representative may disclose materials to any other person who is qualified to be a Reviewing Representative, provided that, if the person to whom disclosure is to be made has not executed a certification and provided a signed certification to counsel for the Responding Party asserting confidentiality, that certification shall be executed and provided prior to any such disclosure. In the event that any Reviewing Representative to whom such Protected Materials are disclosed ceases to be engaged in this proceeding, access to such materials by such person immediately shall be terminated. Any person who has agreed to the foregoing certification shall continue to be bound by the provisions of this Agreement, even if no longer so engaged.

7. Except for Protected Materials that are voluminous, the Responding Party shall provide a Reviewing Party one copy of Protected Materials. The Reviewing Party shall make a good faith effort to limit the number of copies of Protected Materials and may distribute copies of Protected Materials only to Reviewing Representatives of that respective Reviewing Party.

8.
  - (a) Materials that are deemed “voluminous,” which include materials in excess of two hundred and fifty (250) pages in length that cannot be reasonably provided in an electronic format shall be made available for inspection by Reviewing Representatives at a location in Baton Rouge or New Orleans, Louisiana, specified by the Responding Party between the hours of 9:30 a.m. and 5:00 p.m., Monday through Friday (except holidays). Protected Materials may be reviewed only during the “reviewing period,” which period shall commence upon signing of this Agreement, and continue until the conclusion of these proceedings. As used in this Agreement, “the conclusion of these proceedings” refers to the exhaustion of available appeals, or the expiration of the time for the timely filing such appeals, as provided by applicable laws.
  - (b) Reviewing Representatives may make handwritten notes regarding the information contained in voluminous Protected Materials made available for inspection pursuant to Paragraph 8(a), and, after such inspection, may designate materials to be copied. In the case of Highly Sensitive Protected Materials that are voluminous, such handwritten notes shall be subject to and governed by the provisions of Paragraph 5. The Reviewing Party shall be responsible for reimbursing the Producing Party the reasonable costs associated with producing copies under this Paragraph 8. Only one copy of the materials designated shall be reproduced by the Responding Party. A Reviewing Party shall make diligent, good-faith efforts to limit the amount of photographic or mechanical copying requested to only that which is reasonably necessary for purposes of this proceeding.
9. All Protected Materials shall be made available to a Reviewing Party and its Reviewing Representatives solely for the purposes of this proceeding and any appeals therefrom or any dispute or litigation involving this Agreement. Access to Protected Materials may not be used in the furtherance of any other purpose, including, without limitation, (i) any other pending or potential proceeding involving any claim, complaint, or other grievance of whatever nature, or (ii) any business endeavor or competitive purpose of whatever nature. The Protected Materials, as well as the Reviewing Party’s notes, memoranda, or other information regarding, or derived from the Protected Materials, are to be treated confidentially by the Reviewing Party and shall not be disclosed or used by the Reviewing Party, except as permitted and provided in this Agreement. Information derived from or describing Protected Materials shall not be placed in the public or general files of a Reviewing Party, except in accordance with provisions of this Agreement. A Reviewing Party shall take all reasonable precautions to ensure that Protected Materials, including handwritten notes and analyses made from Protected Materials, are not viewed or taken by any person other than a Reviewing Representative for the Reviewing Party. No provision of this Agreement shall prohibit a Reviewing Party from requesting any of the materials designated as Protected Materials or Highly Sensitive Protected Materials in another proceeding or matter, subject to applicable confidentiality agreements or orders in such proceeding or matter.
10.
  - (a) If a party tenders for filing in this proceeding before the Commission any written testimony, exhibit, brief, or other submission that quotes from Protected Materials or discloses the confidential content of Protected Materials, the confidential portion of such testimony, exhibit, brief, or other submission shall be filed as confidential and served in

sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement and Rule 12.1 of the Commission's Rules. Such documents shall be marked "PROTECTED MATERIALS PURSUANT TO THE CONFIDENTIALITY AGREEMENT IN DOCKET NO. I-\_\_\_\_\_" or with the designation "HIGHLY SENSITIVE PROTECTED MATERIALS PURSUANT TO THE CONFIDENTIALITY AGREEMENT IN DOCKET NO. I-\_\_\_\_\_" as appropriate and shall be filed under seal with the Secretary of the Commission and served under seal to the counsel of record for the Reviewing Party or Parties. If testimony that quotes from Protected Materials or discloses the confidential content of Protected Materials is offered by a Reviewing Party or Reviewing Representative on behalf of a Reviewing Party in this proceeding, the Reviewing Party or Reviewing Representative, as the case may be, shall advise the presiding Administrative Law Judge of such fact, and the Commission shall proceed pursuant to Rule 26 of the LPSC Rules of Practice and Procedures.

(b) Any person giving testimony in such other proceeding may designate as Protected Materials that portion of its, his, or her testimony deemed to be confidential in accordance with this Agreement by advising the presiding Administrative Law Judge of such designation.

(c) All Protected Materials filed with the Commission, the Administrative Law Judge, or any other judicial or administrative body in this proceeding in support of or as part of a motion, other pleading, brief, or other document shall be filed as confidential and served in sealed envelopes or other appropriate containers, and shall bear the appropriate designation.

11. A Reviewing Party may release confidential information pursuant to a final order of a judicial or other governmental body requiring such release; provided, however, the Reviewing Party agrees that as early as reasonably practical prior to such release it shall notify the Responding Party asserting confidentiality, or its counsel of record, of the Reviewing Party's intention to comply with the order timely upon Receiving Party becoming aware of such, so that the Responding Party timely may contest any release of the confidential information; and provided, further, that the Reviewing Party shall exercise due diligence to cooperate with Responding Party's efforts to obtain assurances that such confidential information is not disclosed to the public and is accorded the highest level of protection possible consistent with this Agreement. In addition to the obligation to notify specified in the immediately preceding sentence, if and when, prior to the issuance of such a final order, a Reviewing Party becomes aware of the proceeding to obtain such a final order, then the Reviewing Party acquiring such knowledge shall promptly notify the Responding Party of any such proceeding.
12. During the pendency of Docket No. I-\_\_\_\_\_ at the Commission, in the event that a Reviewing Party wishes to disclose Protected Materials to any person to whom disclosure may not be authorized by this Agreement, or wishes to have changed the designation of certain information or material as protected by alleging, for example, that such information or material has entered the public domain, the Parties shall attempt to resolve such dispute in a mutually satisfactory manner, and in the event that is not possible, the Parties may seek a resolution of such dispute by the Commission or by a court of

competent jurisdiction. The Parties to this Agreement hereby consent to and agree to support a stay of such a ruling by an Administrative Law Judge or Hearing Examiner requiring disclosure or a change in designation pending a final order by the Commission in the event such ruling is the subject of an appeal or a request for interlocutory review by the Commission. Likewise, the Parties to this Agreement hereby consent to and agree to support a stay of such a final order by the Commission requiring disclosure or a change in designation pending a decision on a request for a preliminary injunction. Any Party challenging the State District Court determination allowing disclosure or a change in designation, or a denial of same, shall have a period of fifteen (15) days from the date of the District Court's ruling to file a petition seeking a favorable ruling from the Louisiana Supreme Court.

13. Nothing in this Agreement shall be construed as precluding a Responding Party objecting to the offer or admission of Protected Materials into the record of this proceeding on grounds other than confidentiality, including, without limitation, a lack of relevance. Nothing in this Agreement shall be construed as an agreement by any Party or the Commission or Commission Staff that the Protected Materials are entitled to confidential treatment.
14. All notices, applications, responses or other correspondence related to Protected Materials shall be made in a manner that protects the Protected Materials at issue from disclosure not permitted under this Agreement.
15. Following the conclusion of this proceeding, Reviewing Parties and their Reviewing Representatives, upon request by a Responding Party, shall return or destroy all copies of Protected Materials made available by such Responding Party unless prohibited from doing so by controlling law or regulation. Further, all notes or other documents derived from or revealing the confidential content of such Protected Materials shall, upon request of a Responding Party, be redacted to remove permanently any confidential information, including information from which confidential information can be derived. The obligations of confidentiality, non-disclosure and non-use hereunder shall terminate (i) five (5) years after conclusion of these proceedings and (ii) as to specific Protected Material, earlier upon the prior written consent of the Responding Party. Notwithstanding anything in this Agreement to the contrary, any copies of Protected Materials filed with or submitted to the Commission and that the Commission is required to retain pursuant to applicable public records retention law or policy shall be retained pursuant to that law or policy. Such copies shall be maintained under seal and confidential unless otherwise designated pursuant to the terms of this Agreement or applicable law.
16. In the event of a breach of the provisions of this Agreement, the Responding Party asserting confidentiality will not have an adequate remedy in money or damages, and accordingly, in addition to any other available legal or equitable remedies, will be entitled to an injunctive relief against any such breach, without any requirement to post bond as a condition of such relief.

- 17. No failure or delay in exercising any right, power, or privilege or asserting any obligation under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.
- 18. No Party may assign all or any part of this Agreement without the other Parties' prior written consent, which shall not be unnecessarily withheld. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.
- 19. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by the Commission or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.
- 20. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.
- 21. All notices, requests, consents, waivers and other communications required, permitted or desired to be given in connection with this Agreement or by law to be served upon or given to a Party by any other Party will be deemed duly served and given when received after being delivered by hand, courier or facsimile, e-mail, or mail, and addressed as follows:

If to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to: Cleco Power LLC  
c/o Daniel T. Pancamo  
Phelps Dunbar LLP  
365 Canal Street, Suite 2000  
New Orleans, Louisiana 70130  
Telephone: 504-584-9265  
Email: [dan.pancamo@phelps.com](mailto:dan.pancamo@phelps.com)

with a copy to:  
Cleco Power LLC  
Attention: General Counsel  
Mark D. Pearce  
2030 Donahue Ferry Road  
Pineville, Louisiana 71360  
Telephone: 318-484-7744  
Email: [mark.pearce@cleco.com](mailto:mark.pearce@cleco.com)

Each Party may change its addressee and address for the purpose of this section by giving written notice of such change to the other Parties in the manner provided in this section.

22. The provisions of this Agreement shall be effective and binding upon the Parties as of the Effective Date.
23. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Signatures on this Agreement that are sent via facsimile or via email shall be deemed valid and binding.

\* \* \*

[signature page follows]



Wherefore, in consideration of the foregoing, the Parties hereto signify their acceptance of and agreement to this Agreement by executing this Agreement, as follows:

---

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

CLECO POWER LLC

By: \_\_\_\_\_  
Name: J. Robert Cleghorn  
Title: Vice President, Regulatory Strategy

Attachment: Nondisclosure Certificate

