



2024 Cleco Large Commercial & Industrial Energy Efficiency Program

2024 LA Quick Start Phase I

Program Year 10 (PY10)

Contents

1. PROGRAM DESCRIPTION	4
2. PROGRAM ELIGIBILITY	5
3. PROGRAM INCENTIVES	6
4. PROJECT PROCESS	7
5. PROJECT SUBMISSION.....	9
6. PROJECT REVIEW.....	10
7. PROJECT INSTALLATION.....	10
8. PROJECT COMPLETE NOTICE.....	10

Key changes for the Program in 2024 include:

- Buildings or additions completed after January 1, 2022, do not qualify for the Program.

Key guidelines for the Program in 2024 include:

- **Cleco Large Commercial customers are required to contact the Program and confirm their interest in the Large Commercial & Industrial Program by signing a Letter of Intent**
- All approved Participants are required to submit to Cleco, via email, certain documents and materials specified in the Pre-Packaged Checklist (e.g., Certification of Equipment Energy Star or DLC rated, Drawings/Sketches/Maps, Estimated Quote, Photos of pre-existing conditions, LSF and/or ACE calculator(s)). **Paper documents are NOT accepted.**
- For national accounts, Participants must specify the payment recipient (i.e., a corporate holding company or a local store location).
- Participants must provide a schedule of work prior to commencing the project. All proposed work must be pre-approved by Cleco, with such approval in Cleco's sole discretion.
- Once pre-approved, Program funds will be allocated to the submitted project budget. Once allocated, such funds cannot be used for other projects under the Program.
- Participants are responsible for selecting, contracting, supervising and paying the Energy Efficiency Service Provider of their choice.
- Participants are required to complete a Project within sixty (60) days after Program approval.
- A qualified Program representative will perform pre/post Inspections to verify accuracy of Participant's work.
- Participants are required to submit to Cleco certain documents and materials specified in the Post-Packaged Checklist before approval is granted and payment is rendered (e.g. post pictures, invoices for materials and new LSF or ACE calculators if measures installed are different than stated before Program approval).
- Participants must complete a post-install survey to determine customer satisfaction.
- Program manager has the authority to cancel any Project not submitted within thirty (30) days after the signature of the Letter of Intent (LOI). Participants must use the Cleco provided LSF and ACE calculators to calculate estimated savings for LED Lighting and HVAC measures.
- New requirements to provide photos of certain "pre" and "post" conditions.
- New construction projects do not qualify for the Program.
- Incentives can pay up to a maximum incentive of \$35,000 per project.
- No more than \$100,000 can be issued to a Participant in a single program year.

ALTHOUGH CLECO HAS SUMMARIZED KEY PROGRAM CHANGES AND REQUIREMENTS HERE, IT IS THE PARTICIPANT'S RESPONSIBILITY TO REVIEW THIS PROGRAM MANUAL AND EACH DOCUMENT REFERENCED HEREIN IN ITS ENTIRETY PRIOR TO SUBMITTING ANY MATERIALS TO CLECO OR PARTICIPATING IN THE PROGRAM.

Notice: CLECO RESERVES THE RIGHT TO INCORPORATE ANY AND ALL CHANGES RESULTING FROM THE LOUISIANA PUBLIC SERVICE COMMISSION'S PROCEEDINGS INTO CLECO PROGRAMS AS THEY ARE APPROVED, WHICH INCLUDES THE RIGHT TO UPDATE, AMEND OR MODIFY THIS PROGRAM MANUAL, ALL DOCUMENTS REFERENCED HEREIN AND ANY OTHER PROGRAM MATERIALS, WITHOUT THE CONSENT OF ANY PARTICIPANT, AS MAY BE REQUIRED IN CLECO'S SOLE DISCRETION TO COMPLY WITH ANY SUCH CHANGES. MOREOVER, CLECO RESERVES THE RIGHT TO UPDATE, MODIFY OR AMEND THIS PROGRAM MANUAL AND ANY OTHER PROGRAM DOCUMENTS, MATERIALS OR PROCEDURES FROM TIME TO TIME, FOR ANY REASON AND IN ITS SOLE DISCRETION. CLECO WILL MAKE REASONABLE EFFORTS TO PROVIDE PARTICIPANTS WITH ADVANCE NOTICE OF ANY CHANGES AFFECTING THEIR PROJECTS AND OF UPDATES, AMENDMENTS OR MODIFICATIONS TO THIS PROGRAM MANUAL OR OTHER PROGRAM DOCUMENTS.

1. PROGRAM DESCRIPTION

Cleco Power LLC (Cleco) offers the Large Commercial & Industrial Energy Efficiency Program (the "Program") to its qualifying customers. The Program is designed to help customers who supervise industrial or commercial facilities, municipalities, schools and churches to operate their buildings more efficiently through energy efficiency. The Program also helps these customers plan energy efficiency improvements for their facilities. Customers who participate in the Program ("Participants") may also receive technical and energy-related assistance to help them make decisions about cost-effective energy efficient improvements. Participants who complete qualifying energy efficiency projects may be eligible for financial incentives. While the Program does provide some technology recommendations, it does not require specific technologies or end uses. Instead, the Program provides a framework through which the Participant can receive incentives for implementing and installing a wide range of measures at their sites.

CLECO HAS DESIGNED THIS PROGRAM MANUAL TO PROVIDE PARTICIPANTS WITH THE SPECIFIC REQUIREMENTS OF THE PROGRAM. BY PARTICIPATING IN THE PROGRAM OR CONTRACTING WITH CLECO, PARTICIPANTS AGREE THAT THEY HAVE READ THIS PROGRAM MANUAL AND ALL DOCUMENTS REFERENCED HEREIN AND WILL COMPLY WITH THE REQUIREMENTS OF THE PROGRAM IN ALL RESPECTS. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT ACKNOWLEDGES AND AGREES THAT CLECO'S PAYMENT OF INCENTIVE PAYMENTS IS (A) CONDITIONED UPON ALL TERMS, CONDITIONS AND PROCEDURES OF THE PROGRAM AND SUCH PARTICIPANT'S COMPLIANCE THEREWITH AND (B) SUBJECT TO ALL OTHER APPLICABLE LIMITATIONS PROVIDED FOR IN THIS PROGRAM MANUAL AND THE OTHER PROGRAM DOCUMENTS.

2. PROGRAM ELIGIBILITY

All participants must be electric customers of Cleco Power LLC as identified by use of the account number. Cleco account numbers are located on the electric bill. Buildings in major disrepair that result in less than an expected 10- year life will be considered not eligible.

Participants for the Program in 2024 may include:

- Large Commercial Customers (average peak demand of 100kW or greater)
- Industrial Customers (average peak demand of 100kW or greater - excluding those on the opt-out list)
- Municipalities within Cleco service territory
- Schools within Cleco service territory
- Churches within Cleco service territory

2.1. Project Definitions and Requirements

A "Project," for Program purposes, is defined as one or more proposed energy consumption saving measures at one or more facilities owned or operated by a Participant, as determined by the Program Consultant during Project Identification (see section 4.1) All measures must meet the following requirements:

All measures must meet the following requirements:

- It must produce electric consumption (kWh) savings through an increase in energy efficiency.
- New construction does not qualify for the Program.
- Buildings or additions completed after January 1, 2022 do not qualify.
- For the HVAC Tune-up program, units that have been Tune-up previously within the last 5 years do not qualify or units newly installed within the past year do not qualify
- Participation in the HVAC Tune Up program will require a minimum of one 6 ton or greater per site. Qualifying sites with units ranging from 1.5 tons – 5 tons may be subjected to a wait list or until the Cleco Power Wise HVAC Tune-Up contractor is in the localized area.

NOTE: New equipment installed must exceed minimum equipment efficiency standards as described in the Arkansas TRM found at <http://www.apscservices.info/EEInfo/TRM.pdf>

2.2. Eligible Measures

The energy efficiency upgrade measures in the list below are measurable by deemed savings calculations and are eligible for the Program. The deemed savings approach applies only when NO unusual conditions exist. Deemed savings measures require no short-term testing or long-term metering.

LIGHTING EFFICIENCY

- Lamp and Ballast Replacements
- Compact and Linear Fluorescent Lighting Replacements
- High Intensity Discharge (HID) Fixture Replacements
- Interior and Exterior Light Emitting Diode (LED) Lighting Upgrades

UNITARY AIR CONDITIONING AND HEAT PUMP EQUIPMENT

- Air Cooled Air Conditioners
- Water and Evaporative Cooled Air Conditioners
- Air Cooled Heat Pumps

WATER CHILLING EQUIPMENT (CHILLERS)

- Screw—Air Cooled
- Reciprocating—Air Cooled
- Reciprocating—Water Cooled
- Rotary/Screw/Scroll—Water Cooled
- Centrifugal—Water Cooled

CLECO SHALL HAVE FINAL AUTHORITY, IN ITS SOLE DISCRETION, TO DETERMINE WHETHER ANY PARTICULAR MEASURE IS ELIGIBLE FOR INCENTIVES.

3. PROGRAM INCENTIVES

Cleco shall pay Participants a fixed incentive per kWh of savings as determined by the approved demand and energy savings formulas in the Arkansas TRM. Energy (kWh) payment is based on the first-year Energy Savings. For Large Commercial & Industrial Projects, Incentive Payments shall be made directly to the Participant and not exceed \$35,000 per project. For Commercial HVAC Tune-Up Program, the program incentive payment is made directly to the contractor.

3.1. INCENTIVES BY MEASURE

In an effort to provide a more comprehensive program, Cleco will pay incentives as shown on the following Tables for each program.

Table 1: Large Commercial & Industrial Program Incentive Rates by Measure

Measure	\$/kWh
LED retrofit	\$0.16
HVAC replacement	\$0.22

Table 2: Cleco Commercial HVAC Tune-Up Program Incentive

Tonnage of Unit	Incentive
1.5 to 3.5	\$ 225.00
4 to 5	\$ 275.00
6 to 10	\$ 450.00
11 to 15	\$ 650.00
16 to 25	\$ 800.00
26 to 30	\$ 850.00
31 to 50	\$ 1,400.00
51 to 80	\$ 2,000.00
≥ 81	\$ 2,500.00

NOTE: CLECO MAY MODIFY ITS INCENTIVE PAYMENTS DURING THE PROGRAM YEAR IF IT IS DEEMED

NECESSARY IN CLECO'S SOLE DISCRETION TO MEET ITS GOALS OR TO COMPLY WITH ANY LOUISIANA PUBLIC SERVICE COMMISSION PROCEEDINGS OR RULES. CLECO WILL MAKE REASONABLE EFFORTS TO PROVIDE ADVANCE NOTICE TO PARTICIPANTS BEFORE ANY SUCH CHANGE IS MADE.

3.2. INCENTIVE FUNDING LIMITATIONS

Incentive budgets available through the Program are limited. In the event that incentive reservations exceed the Program budget for incentives, the Program is considered fully subscribed. Projects that are submitted to the Program after it is fully subscribed will be added to a project waitlist. If additional incentive funding becomes available, waitlisted projects will be considered for project pre-approval at Cleco's discretion until all funding for the Program year is fully allocated.

Incentives are subject to availability and all other Program limitations. For the Program to allocate incentives for a project, a Participant must first receive pre-approval for a submitted project. Cleco may choose to update the Participant on significant changes to the allocated incentives amount for their projects. At the time a Project is completed or an incentive payment is to be paid, Cleco may reduce the amount of incentives allocated and/or payable in respect of such Project if there are insufficient Program funds available to make full incentive payments to all completed Projects of all Participants under the Program. Such reductions shall be determined in Cleco's sole discretion.

No more than \$100,000 can be issued to a Participant in a single program year. Participants are allowed to do projects at multiple sites. However, once the Participant has reached the Program Year cap of \$100,000, then that Participant will not be approved for any more projects within the current program year. See Example below.

Example:

Company A completes 4 projects and hits the cap at each location:

- Site 1 = \$35,000
- Site 2 = \$35,000
- Site 3 = \$20,000
- Site 4 = \$10,000

Company A total of \$100,000 has been met for current program year by Site 3.

More detailed information about the process for submitting incentives is provided in Section 4.4 Project Review of this Program Manual.

NO PARTICIPANT HAS ANY ENTITLEMENT OR PREFERENTIAL RIGHTS TO ANY PROGRAM FUNDS FOR PURPOSES OF INCENTIVE PAYMENTS OR OTHERWISE. FAILURE TO COMPLY WITH ALL PROGRAM REQUIREMENTS MAY RESULT IN A PARTICIPANT'S TERMINATION FROM THE PROGRAM.

4. PROJECT PROCESS

4.1. Large Commercial & Industrial Projects

Once a customer has joined the Program as a Participant (see Program Submission section of this Program Manual), such customer may begin submitting projects for approval under the Pre-Approval Agreement. As further discussed below, the Pre-Approval Agreement is the summary page of the LSF or ACE calculator. The purpose of the Pre-Approval Agreement is to provide Participants with the security of allocated incentive funds. There is no financial commitment required to allocate incentives in the Program, though signing the

Pre-Approval Agreement does signify a commitment from the Participant that the included projects will be completed within sixty (60) days after signing the Pre-Approval Agreement. All work must be completed on or before November 15, 2024.

Once the Pre-Approval Agreement is submitted, written approval by the Program is required before incentive funds are officially allocated. Please note that Pre-Approval Agreement may include multiple projects on each form and that multiple Pre-Approval Agreements may be submitted throughout the program year. For more information on project eligibility, documentation requirements and project protocols for the various measure types, please refer to the TRM found at <http://www.apscservices.info/EEInfo/TRM.pdf>.

NOTE: Eligible projects must result in energy consumption (kWh) savings for Cleco customers and have a completion date on or before November 15, 2024 unless allowed by Cleco. Below is the step-by-step process by which a Participant may identify a retrofit project, have it accepted into the Program and receive an allocation of financial incentives. The cash incentive for a project is paid when the project is complete, subject to all Program limitations.

- Step 1: Project Identification
- Step 2: Pre-Installation Inspection
- Step 3: Project Application Submission
- Step 4: Project Application Review and Incentive Reservation
- Step 5: Project Installation
- Step 6: Project Completion Notice
- Step 7: Post-Installation Inspection
- Step 8: Savings Verification and Incentive Payment

4.2. HVAC Tune Up Program

Prior to Installation

- All Subcontractors must be approved by Cleco prior to beginning installations.
- The Project Sponsor and Customer Agreement must be executed by Project Sponsor, customer, and any subcontractor before work begins.
- Each customer project must be entered individually in P3 to create a unique P3 Project ID
- Each project must be scheduled at least 7 days before work begins in P3
- If project requires pre-approval, approval must be obtained in P3 before project execution onsite

4.3. PROJECT IDENTIFICATION

To initiate the project, the Participant must sign a LOI, which the Participant must submit to Cleco. An electronic copy of the signed LOI must be emailed to the Program representative at energyefficiency@cleco.com.

The Program works with individual Participants to assist them in assessing their equipment, facilities and operations to identify eligible energy efficiency projects. Please see the Incentives section of this Program Manual for details on the assistance provided in identifying projects.

Depending on the level of Program participation, or time of year, the Program may not be able to provide direct assessment assistance to all Participants. Please see the Project Eligibility section of this Program Manual for a list of eligible measures under the Program.

4.4. PRE-INSTALLATION INSPECTION

For a retrofit project Cleco may require, in its sole discretion, an onsite Pre-Installation inspection. If such

inspection is required, the steps below must be followed:

- A pre-installation inspection must be conducted before any installation work may begin.
- The Participant will coordinate with Cleco to set up a pre-installation inspection.
- A Program representative will be sent to the site or sites to visually confirm and document the existence and condition of the equipment to be replaced, including make, model and serial number if applicable.
- The Participant will provide a knowledgeable representative to accompany the Program representative on the pre-installation inspection.
- The Participant must provide the Program representative with a building layout for all facilities that are to be inspected.
- In cases where several buildings contain a high quantity of similar existing equipment, the Program may conduct a random sampling of the pre-existing equipment and work with the Participant to obtain any additional supporting documentation deemed necessary.

5. PROJECT SUBMISSION

5.1. Large Commercial Projects

Once the Program has received the LOI or a pre-installation review or inspection for retrofit projects has been completed, Cleco will assist the Participant in submitting a Project. A project submission will only be considered for pre-approval once all documents and materials listed on the Pre-Package Checklist have been completed by Participant and received by Cleco. Such documents and materials may include the following:

- Facility location(s) as confirmed by a Program representative
- Energy bill
- W9
- Drawing/Sketches/Maps
- Certifications of equipment EnergyStar, DLC or AHRI
- Pre LSF and/or ACE calculator(s) – summary page must be signed by Program Participant
- Photos of pre-existing conditions
- Estimated quote
- Estimated work schedule/completion date
- Participant payment preference (if national chain indicate corporate office or local office)

5.2. HVAC Tune Up Projects

The following documents must be complete, signed (if required), and uploaded as a requirement from the Post-Installation Checklist to be considered for payment:

- Field Data Form
- Pre & post filter photos
- Pre & Post CFM photos
- Customer Invoice
 - Itemization of all services provided during the HVAC Tune-Up & any installed measures
 - Cleco Incentive Payment must be included on all invoices
- Fully executed & completed Project Sponsor and Customer Agreement with valid signatures

The Participant is responsible for following up with the Program to confirm receipt of any submitted Pre-Package Checklist documents and materials.

Cleco may request clarification of or additional information about any item submitted as part of the Pre-Package Checklist. Participants will have seven (7) business days to respond to such requests. If the clarification or additional information provided is not sufficiently responsive, Cleco may, in its sole discretion, request additional information or discontinue its evaluation of the project submission.

6. PROJECT REVIEW

6.1. Project Pre-Approval and Incentive Submission

Approval of Project and incentives are solely within the discretion of Cleco. Incentive funds estimated in the Pre-Approval Agreement are officially submitted upon Cleco's receipt of the signed copy thereof. The Pre-Approval Agreement is the summary page of the LSF or ACE calculator. To be considered final, the summary page must be signed by both the Participant and Cleco.

Cleco will review each Project for completeness, accuracy and whether the listed measures qualify for incentive funding under the Program. Cleco will communicate with the Participant regarding Project corrections and modifications or if required, additional information to be submitted.

Once the Project is reviewed and finalized, Cleco will send the Participant a Pre-Approval Agreement with the incentive amount for the project. Upon Cleco's receipt of the signed Pre-Approval Agreement, incentives will be allocated in the Program budget and the Participant will have sixty (60) days after the effective date of the Pre-Approval Agreement to complete the installation.

6.2. Project Denial

Cleco may deny approval of a particular Project for any reason, in its sole discretion. Potential reasons for denial include, but are not limited to:

- The Participant fails to meet Program eligibility requirements (see section 2.1)
- The Participant fails to respond to any request for additional information
- The Project submission is received after the program has been fully subscribed
- The Participant is found to have made material misrepresentations
- The Participant fails to use Program approved equipment
- The Participant fails to comply with applicable federal, state and local laws and regulations
- The Project is found to be incomplete or insufficient
- Cleco, in its sole judgment, determines that the Participant is incapable of completing the Project

If the Program denies approval of a Project, Cleco may follow up with the Participant to request specific information or recommend specific steps to revise the submission. Cleco may request that the Participant sign and submit a revised LOI and/or submit an updated Pre-Package Checklist. In its sole discretion, Cleco may reconsider the Project for approval.

7. PROJECT INSTALLATION

Participant may proceed with project installation upon completion of the Pre-Approval Agreement.

During installation or construction, the Participant must notify Cleco of any changes to the project scope, equipment selection, or timeline.

Projects are pre-approved under the condition that project installations will be completed (i) within sixty (60) days after the effective date of the Pre-Approval Agreement or (ii) on November 15, 2024, whichever is earlier. Project installations not completed by the foregoing deadline are subject to forfeiture of incentive funds that have been allocated for that project, unless such deadline is waived for such Project by Cleco in its sole discretion.

8. PROJECT COMPLETION NOTICE

After the Project has been installed, the Participant will notify the Program representative of completion as soon as possible to arrange a post-installation inspection of the project. The Participant must also provide all documents and materials specified in the Post-Package Checklist. Such documents and materials may include:

- Itemized bill of materials (equipment model numbers and quantity)
- Certifications of equipment ENERGY STAR, DLC or AHRI rated if any adjustments were made
- Post installation photos (outside view of facilities, inside view of equipment layout, equipment installed (make, model numbers, wattage))
- Post LSF or ACE calculator signed by Participant

The Participant is expected to work with the Program representative to confirm and update, if necessary, the supporting documentation that accompanied the Pre-and Post-Package Checklists for the completed Project. Notice can be provided via email to the Program representative.

NOTE: Participant agrees to submit to Cleco a copy of the final invoice for all equipment installed in connection with the project. The Program representatives may provide the Participant with guidance on submitting the appropriate equipment invoice information and supporting documentation for this requirement.

9. POST-INSTALLATION INSPECTION

The Participant must coordinate with Cleco to review post-installation documentation or schedule a post-installation inspection to verify that the equipment has been installed as documented. The Participant should provide a knowledgeable representative to accompany the inspector as well as provide any equipment needed to verify installations, such as a ladder for lighting inspections.

10. SAVINGS VERIFICATION AND INCENTIVE PAYMENT

Using the results of the post-installation review or inspection, Cleco will determine the project's eligible energy (kWh/year) savings.

Subject to all Program limitations, Cleco will pay the Participant an incentive amount based on the eligible savings associated with the project.

- Cleco is under no obligation to pay more incentives than the amount submitted and allocated for each Project.
- If greater savings are achieved than the amount submitted and allocated for a Project, and excess Program funds are available, then Cleco may, in its sole discretion, pay additional incentives in respect of such Project.

Cleco has sole authority to validate and finalize all demand and energy savings along with the corresponding incentives. Cleco will process the incentive check requests and issue payment to the Participant after the project is completed and verified to Cleco's complete satisfaction in its sole discretion.

The Participant also must coordinate with the Evaluation, Measurement, and Verification (EM&V) team to provide post-installation documentation or schedule a post-installation inspection to verify that the equipment has been installed as documented. The Participant should provide a knowledgeable representative to accompany the inspector as well as provide any equipment needed to verify installations, such as a ladder for lighting inspections.

CLECO'S PAYMENT OF INCENTIVE PAYMENT(S) TO PARTICIPANT IS EXPRESSLY AND SPECIFICALLY CONDITIONED UPON (I) CLECO'S RECEIPT OF ALL REQUIRED NOTICES, SUBMITTALS AND MATERIALS FROM PARTICIPANT WITHIN THE APPLICABLE PERIODS SPECIFIED IN THIS PROGRAM MANUAL AND ALL OTHER PROGRAM DOCUMENTS, (II) PARTICIPANT'S COMPLIANCE WITH ALL TERMS AND PROCEDURES APPLICABLE TO THE PARTICIPANT UNDER THIS PROGRAM MANUAL AND ALL OTHER PROGRAM DOCUMENTS (III) THE AMOUNT OF INCENTIVES ALLOCATED FOR SUCH PARTICIPANT AND (IV) AVAILABILITY OF FUNDS UNDER THE PROGRAM FOR PURPOSES OF INCENTIVE PAYMENTS. FAILURE BY PARTICIPANT TO DELIVER ANY OF SUCH NOTICES, SUBMITTALS OR MATERIALS WITHIN SUCH PERIODS OR TO COMPLY WITH SUCH TERMS AND PROCEDURES SHALL BE DEEMED A MATERIAL BREACH OF THE THIS PROGRAM MANUAL AND ALL OTHER PROGRAM DOCUMENTS.

11. OTHER TERMS AND CONDITIONS

11.1. **CONFIDENTIALITY**

The Program (and all other Cleco energy efficiency programs) is subject to oversight by the Louisiana Public Service Commission (the "Commission"), which may request a copy of any program materials received by Cleco. Sensitive information identified as such and submitted by the Participant, such as financial statements and project costs, will be treated confidentially to the extent reasonably practicable in light of the requirements and procedures of the Program and the Commission. Cleco shall have no liability of any kind to any Participant or other party as a result of disclosure of any information.

11.2. PARTICIPANT CONDUCT

Cleco, in its sole discretion, may take action in response to violations of Program requirements, including immediate removal from the Program (of a Participant or an energy efficiency service provider) and/or discontinuing the evaluation of any project submittals. Such violations include, but are not limited to, the following:

- Any funding provided to Participant (including incentives) is used to pay for or reimburse an item or activity not authorized under the Program.
- Any fraudulent use of the Program, including submitting falsified incentive requests or other Program forms or materials, or submitting requests for incentives for equipment or work previously paid for or funded by another energy efficiency program.
- Submission of false, misleading or incorrect information
- Failure to perform in accordance with this Program Manual, Program agreements, contracts, guidelines, policies, procedures and technical specifications
- Discrepancies regarding incentives or invoices, or other issues calling into question the integrity of data
- Non-compliance with legal or regulatory requirements
- Verbal or physical abuse of a Cleco employee, representative or independent contractor
- Repeated inspection failures or other material violations of Program requirements

11.3. DISCLAIMERS

NO REVIEW, INSPECTION, CONSIDERATION, STATEMENT OR ACCEPTANCE BY CLECO OF OR REGARDING ANY PROJECT, FACILITY, PROJECT SITE, REQUEST FOR AN INCENTIVE PAYMENT OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTAINING OF MEASURES SHALL BE CONSTRUED OR RELIED UPON AS A REPRESENTATION OR WARRANTY BY CLECO REGARDING ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, COMPATIBILITY, SAFETY OR RELIABILITY OF ANY PROJECT, FACILITY, PROJECT SITE, MEASURES OR INSTALLATION THEREOF. BY PARTICIPATING IN THE PROGRAM, EACH PARTICIPANT ACKNOWLEDGES THAT CLECO HAS NOT HERETOFORE MADE NOR HEREBY MAKES ANY SUCH REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED.

PARTICIPANT'S SELECTION OF AN ENERGY EFFICIENCY SERVICE PROVIDER, CONTRACTOR OR SUBCONTRACTOR TO PERFORM THE WORK IS THE SOLE DECISION OF THE PARTICIPANT. CLECO DOES NOT ENDORSE, NOR MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH ANY PRODUCT, INDIVIDUAL, COMPANY OR WORK PERFORMED UNDER THE PROGRAM. CLECO MAKES NO GUARANTEE NOR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, COST OR EFFECTIVENESS OF THE PRODUCTS OR EQUIPMENT PROVIDED OR WORK PERFORMED BY ANY PARTICIPANT, ENERGY EFFICIENCY SERVICE PROVIDER, CONTRACTOR OR OTHER PARTICIPATING COMPANY OR BY ITS EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS.

11.4. INDEMNIFICATION

EACH PARTICIPANT, CONTRACTOR, SUBCONTRACTOR, SUPPLIER AND OTHER PERSON OR COMPANY PERFORMING, SUPPLYING, INSTALLING, SOLICITING, PURCHASING OR RECEIVING WORK, SERVICES, GOODS, EQUIPMENT OR OTHER MATERIALS IN CONNECTION WITH THE PROGRAM (EACH HEREINAFTER REFERRED TO AS A "PROGRAM PARTY") AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS CLECO AND ANY

INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH CLECO (HEREINAFTER REFERRED TO AS "AFFILIATES") AND THE RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, EMPLOYEES AND OTHER REPRESENTATIVES (HEREINAFTER REFERRED TO AS "REPRESENTATIVES") OF CLECO AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, ATTORNEYS' FEES, EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, EXPERT WITNESS FEES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS AND ANY AND ALL LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS AND OF EVERY KIND WHATSOEVER (HEREINAFTER REFERRED TO AS "CLAIMS") ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE PROGRAM, ANY PROJECT, ANY PROJECT SITE, ANY MEASURES OR THE INSTALLATION, MAINTENANCE OR PERFORMANCE THEREOF, ANY PROGRAM RELATED AGREEMENT OR CONTRACT, ANY OTHER PROGRAM DOCUMENT OR THE ACTS OR OMISSIONS OF ANY PROGRAM PARTY OR ITS REPRESENTATIVES OR OF CLECO (INCLUDING ITS AFFILIATES) OR ITS REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION: (I) INJURY TO, OR DEATH OF, PERSONS, (II) DAMAGE TO PROPERTY OR NATURAL RESOURCES, (III) VIOLATION OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL, HEALTH AND SAFETY LAWS AND REGULATIONS, (IV) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION, (V) EQUIPMENT MALFUNCTIONS AND (VI) ENERGY SAVINGS SHORTFALLS. EACH PROGRAM PARTY WAIVES AS TO CLECO (INCLUDING ITS AFFILIATES) AND ITS REPRESENTATIVES, WITH RESPECT TO ANY CLAIMS BROUGHT AGAINST CLECO (INCLUDING ITS AFFILIATES) OR ITS REPRESENTATIVES, ANY DEFENSE SUCH PROGRAM PARTY MAY HAVE BY VIRTUE OF THE WORKER'S COMPENSATION LAWS OF ANY STATE, TO THE EXTENT ALLOWED BY LAW.

THE FOREGOING INDEMNITY OBLIGATIONS SPECIFICALLY INCLUDE ANY CLAIM ARISING OR ALLEGED TO ARISE FROM NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF CLECO (INCLUDING ITS AFFILIATES) OR ITS REPRESENTATIVES, REGARDLESS OF WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY IS A JOINT AND CONCURRING CAUSE OF SUCH CLAIM; PROVIDED, HOWEVER, THAT THE FOREGOING INDEMNITY OBLIGATIONS SHALL NOT APPLY TO A CLAIM TO THE EXTENT THAT SUCH CLAIM IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OF CLECO IN THE CONDUCT OF CLECO'S ON-SITE INSPECTION OF A PROJECT SITE FOR PROGRAM PURPOSES

APPENDIX A

GLOSSARY

- A -

AHRI: Air Conditioning, Heating and Refrigeration Institute

- B -

Baseline: For purposes of determining estimated and measured energy savings for equipment replacement Projects implemented under the Program, the baseline is generally defined as the energy consumed by equipment with efficiency levels that meet the applicable current federal standards and reflect current market conditions. In certain limited circumstances, the baseline may be determined by the equipment or conditions currently in place. This is likely to occur only when federal energy efficiency standards do not apply, or when the Existing Equipment can be shown by the Participant to have a remaining service life of at least ten years. For determining estimated and measured savings for building shell improvements, the baseline is generally determined by the building's current condition, e.g., existing insulation 'r' values, air infiltration rates, etc.

- C -

Commission: The Louisiana Public Service Commission.

- D -

Deemed Savings: A pre-determined, validated estimate of energy savings and demand savings, attributable to a Measure in a particular type of application, that a utility may use instead of energy savings and demand savings determined through measurement and verification activities.

Demand Savings: A quantifiable reduction in the rate at which energy is delivered to or by a system at a given instance, or average over a designated period, usually expressed in kilowatts (kW) or megawatts (MW).

DLC: Design Lighting Consortium.

- E -

Energy Efficiency Service Provider: A person who installs Measures or performs other energy efficiency services.

Energy Savings: A quantifiable reduction in a customer's consumption of energy, or the amount by which energy consumption is reduced as a result of the installation of qualifying Measures. Energy savings are determined by comparing the efficiency of the installed Measures to that of an appropriate Baseline.

ENERGY STAR: ENERGY STAR® is the government-backed symbol for energy efficiency, providing simple, credible, and unbiased information that consumers and businesses rely on to make well-informed decisions.

Evaluation, Measurement and Verification (EM&V): A catch-all phrase used in the energy industry to refer to a systematic review of the delivery and impacts of energy efficiency programs.

Existing Equipment: The equipment that is installed at the customer’s site prior to the customer’s participation in the Program.

- I -

Incentive Payment: A payment made to a Participant in respect of a completed project based on a fixed incentive rate, as set forth in this Program Manual, applied to savings as determined by the approved demand and energy savings formulas in the Arkansas TRM. Incentive rates are based on Commission approved avoided costs and incentive caps.

Inspection: Onsite examination of a Project to verify that a Measure has been installed and is capable of performing its intended function.

- M -

Measure(s): New equipment, material or systems that, when installed and used at a project site, result in electric consumption (kWh) savings through an increase in energy efficiency, in accordance with Program requirements. Measures shall improve the electrical efficiency of existing and ongoing electricity-consuming end-uses that meet the requirements of the Program, this Program Manual and of all agreements between a Participant and Cleco. Measures do not include equipment, material or systems that are installed as a part of new construction.

- P -

Participant: A qualified customer of Cleco Power LLC that meets the eligibility requirements set forth in this Program Manual and has been approved for participation in the Program by Cleco, as further specified herein.

Peak Demand: The electrical demand at the time of the highest annual demand on the utility’s system, measured in 15 minute intervals.

Pre-Approval Agreement: The summary page of the LSF or ACE calculator, as further described in this Program Manual.

Program: Cleco's Large Commercial & Industrial Energy Efficiency Program, Program Year 5, as more particularly described in this Program Manual.

Program Manual: The foregoing document (entitled "CLECO – 2024 Cleco Large Commercial & Industrial Energy Efficiency Program – 2024 LA Quick Start Phase I – Program Year 10 (PY10)"), together with all addenda, exhibits, forms and other attachments hereto, all as may be updated, amended or modified from time to time in Cleco's sole discretion, subject to any notice requirements therein.

Project: An installation of one or more proposed energy consumption saving measures at one or more facilities owned or operated by a Participant, as further described in this Program Manual.

Project Site: The location of a Participant's facilities at which approved Measures will be installed pursuant to Program requirements.

- T -

Technical Reference Manual (TRM): A resource document that includes information used in program planning and reporting of energy efficiency programs. It can include savings values for measures, engineering algorithms to calculate savings, impact factors to be applied to calculated savings (e.g., net-to-gross values), protocols source documentation, specified assumptions, and other relevant material to support the calculation of measure and program savings. The term "Technical Reference Manual" is sometimes abbreviated herein as "TRM".