

LPSC Electric Tariff No. 40

Last Revised:

11/01/2026

Applies To:
Interruptible Electric Service Rider to Rate Schedules GS, LPS, LPCP, IDS, and LED

Parishes Served:
Acadia, Allen, Avoyelles, Beauregard, Calcasieu, Catahoula, DeSoto, Evangeline, Grant, Iberia, Jefferson Davis, LaSalle, Natchitoches, Rapides, Red River, Sabine, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Vermilion, Vernon, Washington

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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 schedules(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.

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.

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 the 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 intra-day 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:_____