



**LPSC Electric Tariff No. 39**

**Last Revised:**

**01/01/2025**

**Applies To:**

**Market Value Demand Response Rider Schedule**

**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**

**ISSUED BY:**

**Christina McDowell,  
Director- Regulatory Filings  
2030 Donahue Ferry Rd.  
Pineville, LA 71360  
318-484-4923**

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**MARKET VALUE DEMAND RESPONSE RIDER SCHEDULE**

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**I. AVAILABILITY**

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

**II. DEFINITIONS**

ARC: Aggregator of Retail Customers.

BPMs: MISO Business Practice Manuals currently in effect.

BTMG: Behind-the-Meter Generation.

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

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

DR: Demand Response.

DRR: Demand Response Resource.

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

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

EDR: Emergency Demand Response.

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

LMR: Load Modifying Resource.

MISO: Midcontinent Independent System Operator, Inc.

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

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

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

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

### **III. GENERAL PROVISIONS**

#### **(a) DESCRIPTION**

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

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

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

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

**(b) METERING AND COMMUNICATION**

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

**(c) DAILY PROCESS**

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

**(d) REGISTRATION AND CAPACITY MARKET PROCESS**

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

**(e) MISO PERFORMANCE REQUIREMENTS**

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

**(f) AGGREGATION OF RETAIL CUSTOMER LOAD**

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

**IV. MONTHLY BILLING**

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

**(a) MONTHLY STATEMENTS**

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

**(b) PENALTY FOR FAILURE TO PERFORM**

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

**(c) TERMINATION**

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

**(d) CHANGES TO OFFERS**

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

**V. CONTRACT PERIOD**

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