BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF GEORGIA

 :

IN RE:

 ; DOCKET NO.: 42516

Georgia Power Company’s

2019 Rate Case :

 :

**HEARING BRIEF OF THE GEORGIA SOLAR ENERGY ASSOCIATION, INC.**

**AND THE GEORGIA SOLAR ENERGY INDUSTRIES ASSOCIATION, INC.**

 Come now, the GEORGIA SOLAR ENERGY ASSOCIATION, INC. (“GSEA”) and the GEORGIA SOLAR ENERGY INDUSTRIES ASSOCIATION, INC. (“GSEIA”) (collectively, “Georgia Solar”), Intervenors in the above styled docket and file this Hearing Brief on the evidence. Georgia Solar supports the testimony of Mr. Tyler Fitch and Mr. Rick Gilliam presented by Georgia Interfaith Power and Light (“GIPL”), Southface Energy Institute (“Southface”) and Vote Solar (“Vote Solar”) pertinent to Georgia Power Company’s (“Georgia Power” or the “Company”) proposed Renewable Non-Renewable-10 (“RNR-10”) tariff. Therein, Messrs. Fitch and Gilliam urge the Commission to direct the Company to implement a monthly netting period, rather than instantaneous netting which it currently applies, to calculate the RNR customer’s net consumption of electricity and to determine the value of the customer’s own generation. (T. 1965-1976). Georgia Solar responds to the rebuttal testimony of Company witness, Mr. Larry Legg, in which he states that the Commission approved the Company’s instantaneous netting methodology when it approved successive RNR tariffs (T. 2901:23-2902:2; 2971:4-2972:23) and that the request to eliminate instantaneous billing is an effort to obtain a form of net metering to push electricity back to the grid at retail rates. (T. 2868:27-30; 2900:11-14).

I.

DEFINITION OF “NETTING”

 Netting is simple to understand. A Company customer (residential or business) deploys onsite, behind-the-meter solar photovoltaic (“PV”) generation for on-site consumption. The customer’s consumption of electricity generated on-site reduces the amount of electricity the customer purchases from the Company. The customer’s electric bill is reduced (or netted) by the amount of electricity the customer generated for personal use. If the customer generates more than is consumed, the excess is sold back to the Company pursuant to the RNR tariff at the Company’s PURPA avoided cost plus the amount of the Company’s Renewable Cost Benefit (“RCB”), an amount approximately 80% less than the customer’s retail electricity cost.

Netting becomes more complex when a period of time must be set over which it is calculated. Messrs. Fitch and Gillliam correctly defined “netting” in more technical terms, stating:

The netting period for a distributed generation tariff may be defined as the length of time over which a customer’s consumption and generation are evaluated to determine the customers ‘net’ consumption.” (T. 1968:11-14)

Complexity leads to regulatory conflict when the netting period applied results in different economic benefits to the Company and the customer. Specifically, the Company’s instantaneous netting reduces the value of electricity generated by the customer for their own use. Because the customer’s generation is devalued, more of the customer’s usage is attributed to the Company. The customer pays more, and the Company gets more revenue. Across all forms and sizes of solar PV generation, only behind-the-meter solar generation (either under RNR or not) reduces both the customer’s bill and the Company’s revenue. The Company’s instantaneous netting methodology helps it sustain revenue, at the economic detriment of the customer generator.

II.

EVOLUTION AND RELEVANCE OF THE RNR TARIFF

 Since the Company contends that the Commission approved instantaneous netting through RNR tariff approval, RNR’s history[[1]](#footnote-1) should be briefly reviewed. RNR-1[[2]](#footnote-2) allowed limited solar deployment, tied to the Company’s Green Energy Program.[[3]](#footnote-3) But, many RNR-1 provisions continue today, such as:

1. Facility size limitations (preventing customers from constructing generation facilities sized for the speculative sale of electricity to the Company, rather than on-site consumption);
2. Metering costs;
3. Limitations requiring the Company to only make payments based on “net energy delivered,”[[4]](#footnote-4) “metered energy delivered to the Company’s system”[[5]](#footnote-5) or comparable text.

The Company paid a tariffed price for exported electricity that exceeded the Company’s avoided cost funded by Company customers who voluntarily paid $5.00 for 100 kWh “green energy blocks” generated by renewable resources.[[6]](#footnote-6) Metering measured the exported electricity, and it assured the Company that it was not paying above avoided costs for more electricity than was absolutely required. Early on, bidirectional metering protected the Company from over-payment for higher priced electricity.

 With RNR-3, the tariff set specific prices for energy exported from customer solar PV generators, i.e., $.15,[[7]](#footnote-7) $.1774[[8]](#footnote-8) and $.1831[[9]](#footnote-9) all funded by green energy block purchases. In RNR-4, solar PV generation was separated from other renewable generation resources and capped at 500 kW.[[10]](#footnote-10) This method of solar deployment continued through RNR-6, though the caps increased. The Company’s purchase of electricity from solar PV “resources at prices above avoided energy cost” stopped with RNR-7.[[11]](#footnote-11) The Company transitioned behind-the-meter purchases to another tariff, Solar Purchase-1 (“SP-1”).[[12]](#footnote-12) The purchase of green energy blocks was discontinued. Some substantive, but contested, RNR tariff revisions were resolved through negotiation or by Commission decision. At no time was the Company’s netting methodology disclosed or discussed. None of the RNR tariffs included text that identified the Company’s instantaneous netting methodology.

As solar development costs dropped dramatically, pricing for exported generation focused on avoided cost. In the Company’s 2013 Integrated Resources Plan (“IRP”),[[13]](#footnote-13) GSEIA proposed a Value of Solar methodology to set an avoided cost price for electricity exported back to the grid,[[14]](#footnote-14) which was later rebranded by the Company as the RCB Framework and approved by the Commission in the 2016 IRP.[[15]](#footnote-15) In its 2013 Rate Case, [[16]](#footnote-16) the Company proposed punitive standby charges for any customer that deployed on site solar generation. GSEIA strongly opposed them,[[17]](#footnote-17) and they were ultimately withdrawn.

 In early 2017 (at Commissioner Eaton’s urging), Staff, GSEIA and the Company negotiated a new RNR tariff based on RCB.[[18]](#footnote-18) RNR-9 set the price for electricity exported to the grid at the Company’s PURPA avoided cost plus RCB.[[19]](#footnote-19) The size of systems eligible for RNR-9 was increased and generation capacity was capped at 125% of the customer’s electricity demand.[[20]](#footnote-20) Since RNR-9 capped the price for exported electricity from customer facilities, the Company was no longer concerned about overpayment for exported electricity. Allegations that solar energy was subsidized also went away. At no time during RNR-9 negotiations was a netting methodology disclosed or discussed.

Customer sited solar facilities are sized to meet the customer’s electricity demand. The primary economic driver for on-site behind-the-meter generation is reduced electricity costs, not export compensation. With electricity exported to the grid at approximately 20% of the customer’s retail electricity cost under RNR-9, exporting electricity for purchase by the Company does not achieve the most value for the customer’s electrons. Otherwise, more than 995 customers would subscribe to RNR. (T. 2976:11-20).[[21]](#footnote-21) As confirmed by Company data produced in response to Georgia Solar’s IRP hearing request,[[22]](#footnote-22) almost as many customers deployed on-site solar generation without compensation for excess export to the grid, as subscribe to RNR.[[23]](#footnote-23) However, a customer generator that does not export is presumably still subject to the Company’s instantaneous netting methodology that undervalues the generation and increases the customer’s bill to the Company. These customer generators may experience a double hit: as instantaneous netting reduces the value of their own generation, the Company happily accepts electricity exported from them for free to be resold at retail rates.

The adverse economic impact of the Company’s instantaneous netting on customer generators was quantified in testimony of Messrs. Fitch and Gilliam who calculated that the Company’s netting methodology increases the customer’s cost to deploy a standard sized residential solar array by approximately $400 per year, $13,000 over the life of the array. The project’s net present value is reduced by $5,000 or approximately one-third of the project’s initial installation cost. (T. 1973:5-12). Instantaneous netting devalues the customer’s generation. But, it does not increase the export price paid by the Company. Conversely, instantaneous netting helps the Company reduce revenue erosion.

III.

THE COMPANY’S NETTING METHODOLOGY WAS NOT APPROVED

WITH EACH RNR TARIFF.

 The Company’s RNR tariffs, including RNR-10 if approved, are consistently silent on netting. If approved by the Commission, RNR-10 will set metering costs, require the Company to “only make payments based on the metered energy delivered to the Company’s system” and provide for payments based on avoided energy costs and RCB. RNR-10 adds an Interconnection Agreement requirement which may be problematic depending on Company imposed interconnection requirements and costs. Like other tariffs, RNR sets the costs to be paid by the customer generator.

Review of RNR tariffs shows that no RNR iteration identified or mentioned netting methodology, including RNR-10. Since RNR tariffs never identified a netting methodology, the Company cannot credibly claim that its netting methodology was approved as a part thereof. Usually, silence does not result in approval.

 Accepting Mr. Legg’s testimony that netting was “discussed” with the Staff, that does not mean that the Company’s netting methodology was discussed during negotiations on the RNR iterations or notification was provided to customers. With RNR tariffs silent on netting methodology, customers could not even identify it as a possible issue, despite its direct impact on the economic viability of their behind-the-meter solar PV generation facilities. In fairness, the Company should have disclosed its netting methodology in RNR to allow for comment from interested parties and review by the Commission. It did not, and its offer to do so now comes too late.

IV.

THE COMPANY’S RNR CUSTOMER AGREEMENT IS SILENT

ON NETTING METHODOLOGY.

 Though Company witness, Mr. Legg, contended that instantaneous netting was approved with the RNR tariffs, his rebuttal testimony did not address whether the Company provides customer generators information on its instantaneous netting methodology. Section § 46-3-54(2) of the Georgia Cogeneration and Distributed Generation Act of 2001, O.C.G.A. § 46-3-50, et seq. (the “Co-Gen Act”) requires the Company[[24]](#footnote-24) to enter a written agreement with customer on-site generators. The Company’s written agreement appears to be the “Distributed Generation (‘RNR’) Service Agreement” (the “Service Agreement”).[[25]](#footnote-25) On information and belief, the Service Agreement is not reviewed by or filed with the Commission. As part of the Service Agreement, the Company provides the customer with: “Metering, Interconnection, and Billing Information,” (the “Metering Attachment”) giving the customer generator basic information about solar deployment.

 The Service Agreement proper is silent on netting, and the Metering Attachment contains only one (1) provision discussing energy measurement and payments, as follows:

Measuring energy flows shall meet the requirements of O.C.G.A. § 46-3-55. Where such measurement shows generation by the Provider for which a credit or payment shall be made, the terms and conditions of RNR-8 (or its successor) will govern compensation to the Provider. (Exhibit “B,” p. 4).

This only requires the Company to comply with the Co-Gen Act and RNR’s restriction that the Company “only make payments based on the metered energy delivered to the Company’s system.” The customer receives no information on the Company’s netting methodology in the Service Agreement.

V.

THE CO-GENERATION ACT’S PLAIN LANGUAGE

SUPPORTS MONTHLY NETTING.

 The Co-Gen Act’s plain language supports monthly netting. O.C.G.A. § 46-3-55(1)(A) only requires that the Company shall:

Measure the electricity produced or consumed **during the billing period**, in accordance with **normal metering practices** using bidirectional metering. (Emphasis added)

The Co-Gen Act’s definition of “bidirectional metering” does not mention netting methodology. (O.C.G.A. § 46-3-52(1)). If the customer’s electric usage exceeds production, the “electricity shall be billed by [the Company], in accordance with tariffs filed with the commission.” (O.C.G.A. § 46-3-55(1)(B)) Correspondingly, the customer “shall be billed … for that billing period” and “credited for the excess [kWh] generated during the **billing period** at an agreed to rate as filed with the commission…,” (Emphasis added) that being the RNR tariff. The terms “billing period” and “normal metering practices” are common terms that are understood by customers in the context of how they are billed monthly for electricity. These common terms have never been defined differently.

 The statement of legislative intent which underlies the Co-Gen Act directs the Commission to reject the Company’s instantaneous netting methodology. Enacting the Co-Gen Act, the General Assembly specifically found that:

… a program to provide distributed generation for eligible cogenerators is a way to **encourage private investment in renewable energy resources**, stimulate in-state economic growth, enhance the continued diversification of this state’s energy resource mix, and reduce interconnection and administrative costs. (O.C.G.A. § 46-3-51(b)) (Emphasis added)

As shown above, the Company gains economic advantage and preserves revenue by instantaneous netting. Conversely, instantaneous netting increases the customer’s cost for electricity and reduces the value of the electricity that the customer generates and consumes. The customer’s electric generation is devalued thereby. This delays and inhibits the customer’s return on investment and the value of the investment itself. By definition, the Company’s instantaneous netting methodology deters the customer’s investment in renewable energy. This directly conflicts with the intent of the Co-Gen Act, with the result that the Company’s instantaneous netting methodology should be rejected by this Commission.

VI.

MONTHLY NETTING IS NOT “NET METERING.”

 In rebuttal, Mr. Legg testified that customer generators are seeking “a form of net metering” which he defines as seeking payment for electricity exported to the grid at the customer’s retail rate. (T. 2868:27-30; 2900:11-14). This is wrong. RNR-10 plainly sets the price for electricity exported to the grid and purchased by the Company at the Company’s avoided cost plus RCB. Monthly netting (or any netting period) identifies whether the customer or the Company is responsible for generating the electricity that the customer used during the specified period. If the Company generated the electricity the customer used, the customer pays the Company the retail rate. If the customer generated the electricity the customer used, the customer does not pay the Company and achieves a return on investment in the solar facility. If the customer does not use all the power generated on-site, any excess is exported to the grid, and the Company pays the customer a wholesale rate at the Company’s avoided cost plus RCB. This is not “net metering,” as Mr. Legg defines it.

CONCLUSION

 For the above and foregoing reasons, Georgia Solar urges the Commission to reject the Company’s instantaneous netting methodology and direct it to implement monthly netting, consistent with normal metering practices during the billing period as required by the Co-Gen Act.

 This 4th day of December, 2019.

GALLOWAY & LYNDALL, LLP

Counsel for Intervenors, GEORGIA SOLAR

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CERTIFICATE OF SERVICE

I certify that I have this day served a copy of the foregoing HEARING BRIEF OF THE GEORGIA SOLAR ENERGY ASSOCIATION, INC. AND THE GEORGIA SOLAR ENERGY INDUSTRIES ASSOCIATION, INC. upon the following persons by causing electronic copies of the same to be transmitted to each interested party that has supplied a valid email address, and all other parties to be served via first class mail with adequate postage affixed thereon and deposited in the United States Mail addressed as follows:

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 This 4th day of December, 2019.

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Counsel for Intervenor

1. Successive RNR tariffs from RNR-1 through the currently proposed RNR-10 are cumulatively attached hereto as Exhibit “A.” All documents related to RNR cited herein are publicly available through the Commission’s website. [↑](#footnote-ref-1)
2. “Order;” *Georgia Power Company’s Proposed Green Power Resources (GPR-1) tariff and Green Power Pricing (GPP-1) Rider*; Docket 15363 (August 22, 2002). [↑](#footnote-ref-2)
3. “Order Approving Green Energy Programs for Georgia Power Company and Savannah Electric and Power Company;” *In re: Georgia Power Company’s Application for Certification of a Green Energy Program*; Docket 16573 (July 23, 2003). [↑](#footnote-ref-3)
4. RNR-1, p. 2; Docket 15363 (August 22, 2002). [↑](#footnote-ref-4)
5. RNR-7, “Payment for Energy,” p. 2; Docket 16573 (October 14, 2010). [↑](#footnote-ref-5)
6. RNR-1, p. 2; Docket 15363 (August 22, 2002). [↑](#footnote-ref-6)
7. RNR-3, “Renewable Energy Resources,” ¶ 2, p. 2; Docket 16573 (August 8, 2006). [↑](#footnote-ref-7)
8. RNR-4, “Renewable Energy Resources,” ¶ 2, p. 2; Docket 16573 (June 25, 2008). [↑](#footnote-ref-8)
9. RNR-5, “Renewable Energy Resources,” ¶ 2, p. 2; Docket 16573 (June 30, 2009). For the first time, RNR-5 required the customer generator to convey the Renewable Energy Credits (“RECs”) to the Company. [↑](#footnote-ref-9)
10. RNR-4, “Renewable Energy Resources,” ¶ 2, p. 2; Docket 16573 (June 25, 2008). [↑](#footnote-ref-10)
11. RNR-7, “Part I Energy Resources,” p. 2; Docket 16573 (October 14, 2010). [↑](#footnote-ref-11)
12. “Order Approving Schedules ‘RNR-7’ and ‘SP-1;’” *In re: Georgia Power Company’s Application for Certification of a Green Energy Program*; Docket 16573 (October 14, 2010). [↑](#footnote-ref-12)
13. *In re: Georgia Power Company’s Application for Approval of its 2013 Integrated Resources Plan and for Application for Decertification of Plant Branch Units 3 and 4, Plant McManus Units 1 and 2, Plant Kraft Units 1-4, Plant Yates Units 1-5, Plant Boulevard Units 2 and 3 and Plant Bowen Unit 6*; Docket 36498. [↑](#footnote-ref-13)
14. “Direct Testimony of Karl R. Rabago;” *In re: Georgia Power Company’s Application for Approval of its 2013 Integrated Resources Plan and for Application for Decertification of Plant Branch Units 3 and 4, Plant McManus Units 1 and 2, Plant Kraft Units 1-4, Plant Yates Units 1-5, Plant Boulevard Units 2 and 3 and Plant Bowen Unit 6*; Docket 36498 (May 10, 2013). [↑](#footnote-ref-14)
15. “Order Adopting Stipulations;” *In Re: Georgia Power Company’s 2016 Integrated Resource Plan an Application for Decertification of Plant Mitchell Units 3, 4A and 4B, Plant Kraft Unit 1 CT, and Intercession City CT*; Docket No. 40161 (August 2, 2016) (Stipulation, ¶¶ 7-8). [↑](#footnote-ref-15)
16. *In re: Georgia Power Company’s 2013 Rate Case*; Docket 36989. [↑](#footnote-ref-16)
17. “Testimony of Karl R. Rabago;” *In re: Georgia Power Company’s 2013 Rate Case*; Docket 36989 (October 18, 2013). [↑](#footnote-ref-17)
18. “Order Approving Georgia Power Company’s Request to Apply the Renewable Cost Benefit Framework to Behind the Meter Solar Technologies and to Adjust the Renewable Energy Development Initiative Distributed Generation Program Schedule;” *In re: Georgia Power Company’s 2016 Integrated Resource Plan and Georgia Power Company’s Green Energy Program*;” Docket 40161 and 16573 (June 7, 2017). [↑](#footnote-ref-18)
19. RNR-9; “Renewable Energy Resources, Part II Energy Resources;” ¶ 4, p. 2; Docket 16573 (June 7, 2017), The Company’s PURPA avoided cost and RCB have consistently declined since RNR-9 was approved which the Company attributes to declining natural gas prices. [↑](#footnote-ref-19)
20. *Id.*, at “Applicability: Renewable Energy Resources;” p. 1. [↑](#footnote-ref-20)
21. The number of customers that are net producers of electricity over the billing period was unknown. (T. 2978:22-24). [↑](#footnote-ref-21)
22. “Georgia Power Hearing Request response 2-1;” *In Re: Georgia Power Company’s 2019 Integrated Resource Plan and Application for Certification of Capacity From Plant Scherer Unit 3 and Plant Goat Rock Units 9-12 and Application for Decertification of Plant Hammond Units 1-4, Plant McIntosh Unit 1, Plant Langdale Units 5-6, Plant Riverview Units 1-2, and Plant Estatoah Unit 1 AND Application for the Certification, Decertification and Amended Demand Side Management Plan*; Dockets 42310 and 42311 (June 19, 2019). [↑](#footnote-ref-22)
23. Energy only, no contract: 813 customers, 10.8 MW; RNR: 913 customers, 9.8 MW. [↑](#footnote-ref-23)
24. The Company is an electric service provider. (O.C.G.A. § 46-3-52(7)). [↑](#footnote-ref-24)
25. The Service Agreement is attached hereto as Exhibit “B.” The online version is dated December 28, 2015. The Service Agreement is publicly available at: https://www.georgiapower.com/content/dam/georgia-power/pdfs/company-pdfs/solar-pdfs/RNR-8\_DG\_Contract\_Form.pdf. [↑](#footnote-ref-25)