



Bin 10230,  
241 Ralph McGill Boulevard, NE  
Atlanta, GA 30308-3374

April 1, 2020

Mr. Reece McAlister  
Executive Secretary  
Georgia Public Service Commission  
244 Washington Street, SW  
Atlanta, GA 30334-5701

**RE: Income Qualified Tariff Based Energy Efficiency Pilot Filing**

Dear Mr. McAlister:

Pursuant to the Order Adopting Stipulation as Amended in the matter of Georgia Power Company's 2019 Integrated Resource Plan under Docket No. 42310 and Demand Side Management Plan under Docket No. 42311, Georgia Power Company hereby files fifteen (15) copies of its plan for an Income Qualified Tariff Based Energy Efficiency Pilot along with the accompanying terms and conditions and tariff.

Electronic copies these documents have also been provided. Please contact Kelley Balkcom with Georgia Power Company at 404-506-3044 if you have any questions regarding this filing.

Sincerely,

Kyle C. Leach  
Vice President, Regulatory Affairs  
Georgia Power Company  
kcleach@southernco.com

Enclosure

# Residential Income-Qualified Tariff Based Energy Efficiency Pilot

## 1. Program Summary

Georgia Power's Income-Qualified Tariff-Based Energy Efficiency Pilot (the "Pilot") promotes energy efficiency improvements in existing, income-qualified single-family homes, as well as multifamily properties. The 2020-2022 Pilot will be a non-certified pilot focusing on income-qualified households that are historically under-represented in energy efficiency program participation. The Pilot is intended to reach five hundred (500) low income residential customers in selected areas of the state, with the goal of saving an estimated 25% of their individual baseline household electric energy usage through an investment of up to \$7,500 in energy efficiency upgrades per household. The eligibility criteria for this program will be based on income qualification consistent with the current year's federal guidelines for an income level of 200% of the federal annual poverty level. Georgia Power will monitor Pilot funding and notify the Commission as soon as reasonably possible if it determines that 500 customers cannot be served within the level of funding approved by the Commission. In such event, Georgia Power will work with the Commission to assess matters and develop a recommendation to address the Pilot going forward, provided that it will be allowed to recover any additional costs as reviewed and approved by the Commission.

Upfront cost is one of the reasons low income customers typically do not participate in energy efficiency programs. Under the Pilot, Georgia Power pays the upfront cost of eligible energy efficiency measures, including equipment, installation, and any maintenance costs approved by Georgia Power, thus removing the burden of an upfront payment for customers. Georgia Power then recovers the cost of the upgrades through payments that participating customers make on their electric bills through a tariff approved by the Georgia Public Service Commission (the "Commission"). The term during which such additional payments will apply will be established by Georgia Power for each premises and will not exceed the lesser of the estimated average life of the measures, as determined by Company, or ten years from the application of the first such charge to the electric service bill at the applicable premises. During this term the costs of the energy efficiency upgrades will be deferred to a regulatory asset and amortized over the aforementioned recovery period. Customers participating in the Pilot will not be eligible to receive other DSM program rebates for which the energy efficiency upgrades qualify, but Georgia Power may apply such rebates toward the cost of the upgrades. As discussed in more detail below, other Pilot costs, including, without limitation, any non-recovered measure and installation costs, will be recovered through the residential DSM tariff.

The Pilot is intended to provide net savings for participating customers through the installation of energy efficient upgrades. As such, the Pilot is designed so that a customer's new monthly bill amount, including Georgia Power's monthly charge to recover the cost of the upgrades, will be estimated to be lower than the customer's monthly bill before the upgrades were installed. This estimate is based on similar household size, usage, and weather-normalized consumption during both pre and post-installation periods. Savings cannot be guaranteed during each month because factors such as weather and usage may affect the amount of a monthly bill.

The tariff for the Pilot will be associated with the meter at the premises where the upgrades are installed and will remain in force until cost recovery is complete, regardless of a change in occupancy. Once the cost of the upgrades has been recovered, the tariff will be removed from the premises and the customer will continue to enjoy the benefits of the upgrades. The cost recovery charge for the upgrades is treated the same as other utility charges on the bill. If a participating customer becomes unable to pay his or her electric bill, including the cost recovery charge for this program, service will be subject to disconnection in accordance with the Commission's rules and the Georgia Power Company Rules and Regulations for Electric Service. In the event a customer's electric service is disconnected for nonpayment, the Company

will recover costs through the residential DSM tariff for the amount corresponding to the duration of any lapse in electric service payment. Furthermore, should Georgia Power be unable to fully recover the cost of the installed upgrades under the new tariff, those remaining costs will be included for recovery in the residential DSM tariff. Georgia Power will recover any outstanding amounts owed every ninety (90) days until all amounts are recovered.

During the term in which the cost recovery charge is applied to a premises, participating customers (and the owner of a premises if it is someone other than the customer) must report the need for repair or replacement of any mechanical upgrades to Georgia Power as soon as possible. During this term, if Georgia Power determines that repair or replacement is necessary, it will make or cause to be made such repairs or replacements as it deems necessary and at no cost to the participating customer, provided they are not made necessary by some action of the customer, the owner of a premises, or any third party for whom Georgia Power is not responsible. If Georgia Power determines that the customer, owner, or any third party caused the need for repair or replacement, it will be allowed to recover all costs associated with the repair or replacement through an addition to the cost recovery charge. Georgia Power will recover the cost of any repairs and replacements, which are not otherwise recovered, through the residential DSM tariff.

In addition to the tariff-based offering, the Pilot includes customer education and awareness campaigns and contractor collaboration and training.

Georgia Power will recover all Pilot administration costs, including, without limitation, all costs related to customer education and awareness, oversight, implementation, evaluation, and all carrying costs, through the residential DSM tariff. Georgia Power estimates the cost of the Pilot, excluding carrying costs, to be approximately \$6,995,598.00 dollars as detailed in section 5.1 below. Georgia Power's carrying costs will be based on its weighted average cost of capital and are estimated at approximately \$1,605,000.00. Georgia Power will recover its carrying costs through the residential DSM tariff over the term of the Pilot.

## **2. Program Structure**

### **2.1. Participant Eligibility**

The Pilot will be offered to income qualified Georgia Power residential customers residing in targeted zip codes believed to have a large population of energy burdened customers. The Pilot will seek participation from both single-family detached homes and multifamily properties. The targeted zip codes for the Pilot will identify participants from both Atlanta and Athens.

The single-family customer eligibility requires a self-reported income level of 200% of the federal annual poverty level. Multi-family participants must meet the current federal income requirements and the following criteria:

- Privately-owned units that qualify for the low-income housing tax credit or other similar forms of public subsidy (subsidized affordable);
- Publicly owned Multi Family Affordable Housing ("MFAH") units, typically operated by a local public housing authority;
- Privately-owned multifamily housing, other than subsidized, that is in a census tract that qualifies for the New Markets Tax Credit and in which at least half of the units have rents at or below 80 percent of the fair market rent, as published by HUD (unsubsidized affordable); or
- The tenant of a multifamily unit is intended to receive the financial benefit of the reduction in energy costs after participation.

Single-family or multifamily properties that are privately-owned or publicly owned may be considered for inclusion in the program.

## **2.2 Eligible Measures & Incentives**

Georgia Power will provide up to \$7,500 per home for prioritized energy efficiency improvements identified through energy modeling software for optimal energy savings. Eligible improvements include those included within the Company's certified Home Energy Improvement Program's list of qualifying measures and incentives.

Any cost-effective, energy saving measures that demonstrate an improvement in electric energy efficiency and contribute to an overall reduction in the home's electrical energy consumption are eligible, including envelope improvements, high-efficiency appliances, and HVAC and high-efficiency electric water heating improvements or replacements. Reduction in whole-home electric energy consumption is determined by a comparison of the simulated energy consumption of the home before and after the installation of the energy efficiency measures using modeling software approved by Georgia Power or its designee.

Georgia Power may offer homes that are deemed unsuitable for participation in the Pilot certain cost-effective efficiency measures it deems appropriate for the home at no cost to the participant or owner.

## **3. Program Implementation**

### **3.1 Marketing & Outreach**

The Pilot's marketing and outreach campaign will identify participants from select zip codes in the Atlanta and Athens areas with historically low program participation and anticipated higher energy burdens. The Pilot will focus on reducing barriers to participation in traditional energy efficiency programs, including upfront costs, education and awareness.

Marketing and outreach will additionally focus on the following areas:

- Contractor training
- Participant education and awareness
- Property owner education and awareness
- Collaboration with external partners

## **4. Program Operation<sup>1</sup>**

### **4.1 Customer Participation Process**

The Pilot will be offered to select zip codes in Atlanta and Athens and will be limited to 500 participants who report an income of up to 200% of the federal annual poverty level. Customers who do not own their homes can participate in the program, provided that the owner of the property also agrees to participate in the program.

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<sup>1</sup> Final program delivery mechanisms will be developed jointly by Georgia Power and its selected program implementer, which may include modifications to the program delivery steps and processes.

Participants will have an assessment performed at their home to establish a baseline of energy use, and energy modeling software will be used to identify prioritized efficiency improvements. A report detailing the proposed improvements, costs and payback period will be presented to participants to encourage participation in the Pilot.

Those that elect to proceed with the Pilot must agree to Georgia Power's terms and conditions of participation and will take service under a Pilot tariff that will apply to electric service at the applicable premises until Georgia Power recovers the cost of the improvements. Improvements will be capped at \$7,500 with a maximum recovery period of 10 years. The tariff and terms and conditions of participation will also apply to any subsequent occupant taking electric service at the premises until the aforementioned costs are recovered.

Customers who choose not to proceed with or do not qualify for the Pilot may be offered certain cost-effective energy efficiency measures or improvements and educational resources for additional energy savings. These customers will not be counted toward the 500 Pilot participants.

## **4.2 Contractor Participation Process**

Qualified local contractors will be recruited to register and participate in the Pilot either by Georgia Power or its implementation contractor. All contractors must meet Georgia Power's eligibility requirements, including experience qualifications, any required licenses or certifications, proof of insurance, background screening, and completion of any required program training. Contractors must complete an application and may only be listed as a program-registered contractors after approval of Georgia Power.

## **4.3 Program Administrative Procedures**

Georgia Power or its representative will provide contractor oversight including training, quality assurance, adherence to program requirements and recordkeeping of supporting documentation for matters such as warranty adherence, program evaluation and payment of invoices for qualifying projects.

Participant and property owner contracts along with program metrics including participant information, measures installed, improvement costs and payback period will be captured in a program database / reporting tool maintained by Georgia Power or its designee.

Georgia Power will address charges and payments associated with the Pilot tariff consistent with its standard customer billing practices. A line item reflecting cost recovery charges associated with the Pilot will be included on the participating customer's bill for electric service until the cost of improvements are fully recovered. Improvement costs that Georgia Power is unable to otherwise recover will be recovered through the Residential DSM Tariff. Georgia Power will recover any outstanding amounts owed every ninety (90) days until all amounts are recovered.

# **5. Program Evaluation**

## **5.1 Performance Metrics**

Energy and Demand savings will not be captured stand-alone in the Pilot but will be applied to the Home Energy Improvement Program where applicable. Below is a list of likely measures to be installed for qualifying participants based on energy modeling recommendations and cost. The optional direct install

measure for non-qualifying participants will consist of lighting, low flow devices and an electric water heater tank wrap if applicable.

Measure
Smart, Wi-Fi-Enabled Thermostat - GH
Smart, Wi-Fi-Enabled Thermostat - HP
Ceiling Insulation R11 - R38 - HP
Ceiling Insulation R11 - R38 - GH
Duct Testing & Sealing - GH
Duct Testing & Sealing - HP
Infiltration Reduction Air Sealing - HP
Infiltration Reduction Air Sealing - GH
Integral Heat Pump Water Heater - HP
25% reduction for SFE HP Home
25% reduction for SFE GH Home
25% reduction for SFE HP Home - Rehabilitation
25% reduction for SFE GH Home - Rehabilitation
Smart, Wi-Fi-Enabled Thermostat Multifamily - GH
Smart, Wi-Fi-Enabled Thermostat Multifamily - HP
25% reduction for MFE HP Home
25% reduction for MFE GH Home
T8 Premium lamp, replacing standard T8 Multifamily

Estimated program costs include:

Cost Type	2020	2021	2022
Improvements recovered through Pilot Tariff	1,876,500	1,876,500	-
Impact on Existing Rebate and Incentive Budget	289,932	289,932	-
Program Admin/Mgmt	518,030	518,030	518,030
Contracting Costs	426,272	257,372	-
Program Marketing, Education and Awareness	100,000	100,000	-
Program Evaluation	108,500	116,500	-
Total Cost Excluding Incentives / Improvements	1,152,802	991,902	518,030
<b>Overall Total Cost</b>	<b>3,319,234</b>	<b>3,158,334</b>	<b>518,030</b>

Georgia Power's carrying costs are estimated at approximately \$1,605,000.00 and are in addition to the amounts reflected in the table. Georgia Power will recover its carrying costs through the residential DSM tariff over the Pilot term.

## 5.2 Evaluation Plan

Program performance indicators will be developed to monitor pilot effectiveness. These evaluation indicators and activities include:

- Number of completed projects, including the number and type of efficiency measures installed at each home
- Customer and property owner satisfaction
- Total improvement costs
- Cost recovery performance
- Number of contractors trained and registered
- Cost versus budget comparisons

- Customer education and awareness
- Customer participation in other energy efficiency activities or Georgia Power programs

In addition, the program plan will include a comprehensive third-party, independent program evaluation once every three-year regulatory cycle. This will include:

- Market evaluations assessing customer and contractor awareness, providing insights into the success rate of program marketing and outlining outreach and partnership efforts;
- Customer and contractor satisfaction measurements, including opinions of the program, as well as satisfaction with registered contractors completing the project work;
- Process evaluations, assessing the program design and implementation, determining effectiveness of administrative processes, program partner activities, and recommendations for potential modifications based on observations, customer feedback, and national best practices; and
- Process evaluation will additionally determine the effectiveness of reaching the desired income qualified customer; and
- A stand-alone impact evaluation will not be performed, but participants may be included in the Home Energy Improvement Program evaluation results where applicable.

## **Income Qualified Energy Efficiency Pilot General Terms and Conditions**

This document establishes the general terms and conditions for Georgia Power Company's Income Qualified Energy Efficiency Pilot ("Terms and Conditions"). As a condition of Pilot participation and the receipt of electric service at the Premises during the Pilot term, all Customers and Owners must agree to these Terms and Conditions as well as those set forth in the applicable Customer Agreement, Owner Agreement, and Tariff.

### **Definitions**

The terms in quotation marks below are defined as follows for purposes of these Terms and Conditions:

**"Company"** means Georgia Power Company.

**"Company Representatives"** means the Company and/or its employees, agents, contractors, subcontractors, third party implementers and representatives.

**"Customer Agreement"** means the written contract a customer must enter with Company as a condition of participating in the Pilot.

**"Owner"** means the owner of the Premises at which Upgrades are installed. Owner and Customer may be the same person.

**"Owner Agreement"** means the written contract the Owner of a Premises must enter with Company as a condition of Pilot participation.

**"Customer"** means a residential customer approved for and participating in the Pilot under the Tariff at a Premises as well as anyone subsequently participating at the Premises during the term in which the Pilot Charge applies.

**"Premises"** means the residential premises of a Customer at which Upgrades are installed.

**"Pilot"** means the pilot offered in connection with the Tariff through which Upgrades are installed for Customer.

**"Pilot Charge"** means the additional charge assessed to a Customer on his or her monthly electric service bill through which the Company recovers the cost of Upgrades.

**"Tariff"** means the Income Qualified Tariff Based Energy Efficiency Schedule IQTBEE-1.

**"Upgrades"** means those energy efficiency upgrades the Company approves and installs on behalf of a Customer in connection with the Pilot.

### **Terms**

1. Eligibility. Customers must meet all requirements established by the Company and take retail electric service on one of the following retail rate schedules: Residential Service (R), , Time of Use – Residential Energy Only (TOU-REO), Time of Use – Plug-In Electric Vehicle (TOU-PEV), Time of Use – Residential Demand (TOU-RD), Pre-Pay Service (PPS), or. The Customer applying to participate in the Pilot and initiating service under the Tariff at a Premises must have a total household income that is less than or equal to 200% of the federal poverty level for an individual. A Customer may only participate in the Pilot in connection with one Premises.

2. Agreement to Terms. The Customer shall be bound by these Terms and Conditions as well as those set forth in the Tariff and required Customer Agreement. If a Customer does not own the Premises, the Customer must obtain the consent of the Owner, and the Owner must agree to these Terms of Conditions, as well as those set forth in the Tariff and required Owner Agreement, before Upgrades are installed.
3. Pilot Charge. The Customer must pay the Pilot Charge, as required by the Tariff and as further set forth in the applicable Customer Agreement, until the cost of the Upgrades are recovered by the Company; provided that application of the Pilot Charge will not exceed the lesser of the estimated average life of the Upgrades, as determined by Company, or ten years from the application of the first Pilot Charge to the electric service bill at the applicable Premises. The Pilot Charge is in addition to charges for electric service under a standard retail rate schedule. The Customer's obligation to pay the Pilot Charge is subject to the requirements of the Georgia Power Company Rules and Regulations for Electric Service, including, without limitation, the assessment of late fees and discontinuing of service where applicable. At any time, a Customer or Owner may pay the Company the total remaining portion of the costs associated with the Upgrades, in which case the Pilot Charge will be removed from the electric service bill for the Premises.
4. Compliance and Cooperation. The Customer and, where applicable, the Owner of a Premises, must (i) submit all applications, authorizations, information, and documentation the Company may require in connection with the Pilot, (ii) cooperate with the Company and Company Representatives in connection with the Pilot, including, without limitation, permitting the Company or its designee to conduct all assessments, analyses, inspections, and verifications the Company may require for Pilot purposes, and (iii) comply with all Company requirements and applicable laws.
5. Premises Condition. Any Premises at which Upgrades are installed must be suitable for the Upgrades, and free of any conditions or hazards, including, without limitation, structural and environmental conditions that pose a risk of any kind or nature to Customer, Owner, the Company, Company Representative, the Premises, third-parties, or surrounding areas, as pertaining to the installation or presence of the Upgrades and any activities related thereto. The Customer and, where applicable, Owner of a Premises, represent the foregoing as a condition of Pilot participation and must immediately notify the Company of the discovery of any condition to the contrary. If at any time the Company determines that a Premises is not suitable for Pilot participation, then it reserves the right to cancel or terminate any application or agreement with respect to that Premises as well as the applicable Customer and Owner, without penalty or further obligation,
6. Access. The Customer and, where applicable, Owner, must (i) have all legal rights required to authorize the Upgrades and related activities, and (ii) grant the Company and/or Company Representatives the right and license to access the Premises at reasonable times to perform activities related to the Pilot, as deemed necessary or convenient by the Company or its designee, including, without limitation, work in connection with the Upgrades and any assessments, analyses, inspections, and verifications the Company may require.
7. Upgrades. The cost of Upgrades will not exceed \$7,500 per Premises. The Company will retain any applicable Georgia Power energy efficiency rebates for which the Upgrades may qualify and apply them to reduce the cost recovery amount associated with the Upgrades. If a Customer is approved for Pilot participation, the decision to install Upgrades, the type, cost, and number of Upgrades to be installed, and the time, method, and manner in which Upgrades are to be installed, are subject to the Company's sole discretion. Upgrades must also be installed in a

location that is suitable to the Company. The Customer and Owner must not damage or remove the Upgrades, must maintain the Upgrades, and must notify the Company immediately if the Upgrades require repair or replacement in accordance with Section 9. Until such time as the Company has recovered the full cost of the Upgrades and associated carrying costs, the Company will retain ownership of the Upgrades. Once costs have been fully recovered, all right, title, interest, and ownership in the Upgrades and responsibility for the Upgrades will transfer to Owner or the party who is then Owner of the Premises, and the Company will have no further obligation in connection with the Pilot or the Upgrades.

8. Application of Tariff to Premises. Upon installation of the Upgrades, the Tariff and associated Pilot Charge will apply for the term described in the Tariff and further set forth in the applicable Customer Agreement, until the costs of the Upgrades are recovered by the Company. If a Customer terminates electric service at a Premises before the end of the aforementioned term and before the Company recovers all costs associated with the Upgrades, any subsequent person wishing to receive electric service at the Premises must acknowledge and agree to these Terms and Conditions, participate under the terms of the Tariff, the Customer Agreement, and any applicable Owner Agreement, and continue to pay the Pilot Charge consistent therewith. As such, these Terms and Conditions will be deemed to automatically apply to any subsequent customer and owner of a Premises as a condition of electric service, and they will be deemed a Customer or Owner. The Owner of a premises must notify any occupant or buyer of the Premises of the application of the Tariff as well as the Terms and Conditions of service and the requirements of the Customer Agreement and any Owner Agreement and agree to transfer and assign any Owner Agreement to any subsequent buyer of the Premises. Additionally, the Customer and Owner shall allow the Company or its designee to provide notice of the Upgrades in whatsoever manner it deems appropriate, including, without limitation, by placing notice in local and state property records.
9. Maintenance and Repair. The Customer and Owner must maintain Upgrades in good condition and consistent with any manufacturer requirements. The Customer and Owner must immediately report the need for repair or replacement of any mechanical Upgrades to the Company or its designee. If such Upgrades require repair or replacement during the term of the applicable Customer Agreement or Owner Agreement, the Company will determine the cause necessitating such repair or replacement. The Company will make or cause to be made such repairs or replacement as it deems necessary, and at no cost to the Customer, so long as some action of the Customer, Owner, or any third party for whom the Company is not responsible is not the cause necessitating the repair. If the Company determines that the Customer, Owner, or a third party for whom the Company is not responsible, caused the need for repair or replacement, the Company may recover all costs associated with the repair or replacement through an addition to the Pilot Charge or directly from the responsible party. The Company will recover the cost of any repairs and replacements, which are not otherwise recovered, through the DSM-R tariff or by such other means as may be approved by the Georgia Public Service Commission.
10. No Guarantee. The Customer's agreement to these Terms and Conditions and ability to satisfy all requirements does not guarantee Pilot participation. The selection and approval of Customers for Pilot participation are solely at the Company's discretion. Participation in the Pilot does not guarantee savings or a reduction in the amount of a Customer's electric service bill, which amount may be affected by a variety of factors beyond the Company's control, such as weather and usage patterns.
11. Limitation of Warranty. Unless expressly set forth in the applicable Customer Agreement or Owner Agreement, the Company does not make, will not provide, and specifically disclaims all representations, warranties, covenants and guaranties, whether express or implied, as pertaining to the Upgrades, work, and other activities in connection with the Upgrades or Pilot.

- 12. Termination.** The Company reserves the right to terminate service under the Tariff and to terminate the Pilot and any related agreement, without penalty or further obligation, if (i) the Pilot or Tariff is discontinued with the approval of the Georgia Public Service Commission, (ii) the Customer fails to meet any of its obligations under this Tariff or in connection with the Pilot, or (iii) where termination is consistent with the Georgia Power Company Rules and Regulations for Electric Service. In such event, the Company may waive remaining Pilot Charges and leave the Upgrades at the Premises, in which case ownership and responsibility for the Upgrades will automatically transfer to the Owner.
- 13. Limitation of Remedies.** Without limiting the requirements of Sections 14, the remedies of the parties in connection with the Pilot, to the extent a claim may arise, are limited to actual and direct damages. The parties waive any right to (i) indirect, remote, consequential, incidental, treble, punitive, and exemplary damages, and (ii) damages related to lost profits, lost revenue, and loss of business reputation. The limitation of remedies set forth in this section shall apply to the fullest extent permitted by law.
- 14. Limitation of Liability and Waiver.** The Customer and Owner acknowledge that the Upgrades are intended to benefit the Customer and Premises and shall assume any and all risk of Pilot participation. The liability and responsibility of the Company and Company Representatives in connection with the Pilot, the Upgrades, and any activities in connection therewith, is strictly limited to providing service consistent with the Tariff. The Customer and Owner shall release and hold harmless the Company and Company Representatives and their former, existing, and future affiliated entities (including subsidiaries, parent companies and the subsidiaries of those parents), and their respective officers, directors, shareholders, partners, trustees, representatives, employees, agents, contractors, subcontractors, consultants, attorneys, insurance carriers, and their successors and assigns (collectively the “Released Parties”) from and against all costs, liabilities, losses, damages, injuries, penalties, claims, actions, causes of action, lawsuits, judgments, and expenses of any kind (“Claims”), arising in connection with the Pilot, the Upgrades, the services provided under the Tariff, and any activities in connection with any of the foregoing. The Customer and Owner agree not to sue the Released Parties in connection with the Pilot, the Upgrades, the services provided under the Tariff, or the activities in connection with any of the foregoing and waive all rights in all Claims related to the same. The limitation of liability and waiver set forth in this section shall apply to the fullest extent permitted by law.
- 15. Participant Warranties and Representations.** The Customer and Owner represent that they meet all Pilot requirements, respectively, have the authority to grant the Company all rights and licenses set forth in these Terms and Conditions, and have obtained the permission of any other party whose authorization is required to permit the activities required in connection with the Pilot, including, without limitation, all work related to the Upgrades and Pilot participation under the Tariff.
- 16. Miscellaneous.** The Customer and Owner shall execute any documents, take all additional actions, and do all additional things that may be necessary or convenient to implement and carry out the intent of these Terms and Conditions and the Pilot, including, without limitation, execution of the Participant Agreement and Owner Agreement. These Terms and Conditions, the Tariff, the Participant Agreement, and the Owner Agreement (as applicable to the Owner), represent the entire agreement and understanding among the parties with respect to the Pilot, and supersede any prior or contemporaneous written or oral communications between the parties regarding the subject of the Pilot. These Terms and Conditions may be acknowledged and accepted in original or electronic form, and an electronic form and signature will be considered an original for all purposes. These Terms and Conditions and all aspects of the Pilot are governed by and will be construed in accordance with the laws of the State of Georgia without reference or regard to any otherwise applicable conflict of law provisions. Sections 10, 11, 12, 13, 14, 15, and 16 will survive termination of the Pilot, Customer Agreement, and Owner Agreement, for the benefit of Company and the Released Parties.

**ELECTRIC SERVICE TARIFF:**

**INCOME QUALIFIED TARIFF BASED ENERGY  
EFFICIENCY SCHEDULE: "IQTBEE-1" (Pilot)**



PAGE	EFFECTIVE DATE	REVISION	PAGE NO.
1 of 3	With Bills Rendered for the Billing Month of July, 2020	Original	10.90

**AVAILABILITY:**

Available throughout the Company's service area from existing lines of adequate capacity. Service under this tariff and participation in the Pilot is by invitation only and subject to the Company's terms and conditions of participation. Participation is limited to the first 500 customers to take service under this tariff or until the Pilot reaches the level of funding approved by the Georgia Public Service Commission, whichever comes first.

**APPLICABILITY:**

Applicable only to Residential customers whose applications are approved by the Company. Customers on this tariff must take service on the Residential Service (R), Time of Use – Residential Energy Only (TOU-REO), Time of Use – Plug-In Electric Vehicle (TOU-PEV), Time of Use – Residential Demand (TOU-RD), or Pre-Pay Service (PPS) rate schedules. The customer making the initial application for service under this tariff at a premises must have a total household income that is less than or equal to 200% of the federal poverty level for an individual.

**PILOT DESCRIPTION:**

The Pilot provides for the installation of energy efficiency Upgrades in the homes of participating customers, as approved by the Company and subject to its Terms and Conditions of service. Once approved, the Company will pay the upfront cost of Upgrades, including equipment, installation, and any maintenance costs approved by the Company, and will then recover those costs through an additional Pilot Charge which is added to the monthly electric service bill of customers at the premises until those costs are recovered. Customers must continue to pay the Pilot Charge, for as long as they continue to receive electric service at the applicable premises, until the cost of the Upgrades are recovered by the Company. The customer's obligation to pay the Pilot Charge is subject to the requirements of the Georgia Power Company Rules and Regulations for Electric Service, including, without limitation, the assessment of late fees and discontinuing of service where applicable.

The Pilot Charge is an adjustment that is in addition to charges for electric service under a customer's standard retail rate schedule. A customer may only participate in the Pilot and take service under this tariff in connection with one premises. The cost of Upgrades may not exceed \$7,500 per premises. The term of the Pilot Charge will be established by the Company for the Upgrades at each premises and will not exceed the lesser of the estimated average life of the Upgrades, as determined by Company, or ten years from the application of the first Pilot Charge to the electric service bill at the applicable premises.

The Company may implement the Pilot itself or select an implementer to implement all or part of the Pilot. The Company will recover all costs to administer and implement the Pilot, including the cost of any implementer, and all carrying costs, through the Demand Side Management Residential (DSM-R) schedule or by such other means as may be approved by the Georgia Public Service Commission. The Company's carrying costs will be based upon its weighted average cost of capital. Additionally, the cost of any Upgrades the Company is unable to recover from participating customers, including, without limitation, any Pilot Charges that are past due or that accrue during any time in which there is no electric service account at a premises, will be recovered by the Company through the DSM-R tariff every ninety (90) days or by such other means as may be approved by the Georgia Public Service Commission.

## SCHEDULE: "IQTBEE-1" (Pilot)

PAGE	EFFECTIVE DATE	REVISION	PAGE NO.
2 of 3	With Bills Rendered for the Billing Month of July, 2020	Original	10.90

### DEFINED TERMS:

The terms appearing in quotation marks below have the following meaning for purposes of this tariff.

**"Customer Agreement"** means the written contract a customer must enter into as a condition of participating in the Pilot and receiving service under this tariff.

**"Pilot"** means the energy efficiency pilot offered in connection with this tariff.

**"Owner Agreement"** means the written contract the owner of a premises must enter into if the participating customer is not the owner.

**"Pilot Charge"** means the additional charge assessed on a participating customer's monthly electric service bill through which the Company recovers the cost of Upgrades.

**"Upgrades"** means those energy efficiency upgrades the Company approves and selects for installation in connection with the Pilot and this tariff.

### TERMS & CONDITIONS:

Each participating customer must agree to the terms set forth in this tariff and any other terms and conditions of participation established by the Company for this Pilot and enter into a Customer Agreement. If the customer does not own the premises at which Upgrades are to be made, the owner of the premises must agree to the terms and conditions of participation and enter into an Owner Agreement. In addition to other requirements, the participating customer and owner must agree to the Upgrades, agree not to damage or remove the Upgrades, agree to maintain the Upgrades consistent with the manufacturer requirements, and agree to provide notice of the Pilot Charge to any future owners and occupants of the premises.

If a customer terminates electric service at a premises before the Company recovers all costs associated with the Upgrades, any subsequent customer and owner at that premises must agree to the Company's terms and conditions of service, including, without limitation, those set forth in this tariff, the Customer Agreement, and the Owner Agreement, and continue to pay the Pilot Charge. The aforementioned terms and conditions will be deemed to automatically apply to any subsequent customer and owner as a condition of electric service to the premises. The owner of a premises must notify any potential occupant or buyer of the premises of the application of the tariff as well as the terms and conditions of service and the requirements of the Customer Agreement and Owner Agreement and agree to transfer and assign any Owner Agreement to any subsequent buyer of the premises.

Upgrades will be limited to those for which the total annual Pilot Charges are no greater than 80% of the estimated annual benefit of the savings resulting from Upgrades based on current rates as calculated by the Company. Any applicable energy efficiency rebates will be retained by the Company and will be used to reduce the cost recovery amount.

Once Upgrades are approved by the Company, they will be installed consistent with the Company's required process. Following the installation of Upgrades at a premises and the Company's or its implementer's inspection and approval of the installation, the Pilot Charge will be applied to the participating customer's electric service bill. At any time, a participating customer or the owner of a premises to which the Pilot Charge applies may pay the Company the total remaining portion of the cost of the Upgrades, in which case the Pilot Charge will be removed from the electric service bill for the Premises. Until such time as the Company has recovered the full cost of the Upgrades and associated carrying costs, it will retain ownership of the Upgrades. Once the aforementioned costs have been fully recovered, all right, title, interest, and ownership in the Upgrades and responsibility for the Upgrades will transfer to the party who is then owner of the premises at which the Upgrades are installed.

## SCHEDULE: "IQTBEE-1" (Pilot)

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During the term in which the Pilot Charge is applied to the electric service bill associated with a premises, participating customers (and the owner of a premises if it is someone other than the customer) must report the need for repair or replacement of any mechanical Upgrades to the Company as soon as possible. If such Upgrades require repair or replacement during the aforementioned term, the Company will be permitted to determine the cause necessitating such repair or replacement. If the Company determines that repair or replacement is necessary, it will make or cause to be made such repairs or replacements as it deems necessary and at no cost to the customer, provided they are not made necessary by some action of the customer, the owner of a premises, or any third party for whom the Company is not responsible. If the Company determines that the customer, owner, or any third party for whom the Company is not responsible, caused the need for repair or replacement, it will be allowed to recover all costs associated with the repair or replacement through an addition to the Pilot Charge. The Company will recover the cost of any repairs and replacements, which are not otherwise recovered, through the DSM-R tariff or by such other means as may be approved by the Georgia Public Service Commission.

The Company reserves the right to terminate service under this tariff and to terminate any related agreement, without penalty or further obligation, if (i) the Pilot or this tariff is discontinued with the approval of the Georgia Public Service Commission, (ii) the customer or owner of a premises fails to meet any obligations or requirements under this tariff or in connection with the Pilot, or (iii) where termination is consistent with the Georgia Power Company Rules and Regulations for Electric Service.

### **GENERAL TERMS & CONDITIONS:**

This tariff and the Pilot are subject to change as may be approved and/or amended by the Georgia Public Service Commission.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.