STATE OF GEORGIA

BEFORE THE

GEORGIA PUBLIC SERVICE COMMISSION

Re:

Georgia Power Company's 2025 Integrated Resource Plan and	))	Docket No. 56002
Georgia Power Company's 2025 Application for the Certification, Decertification and Amended Demand Side Management Plan	))))	Docket No. 56003

RESPONSE TO GIPL AND SOUTHFACE'S MOTION TO ENFORCE THE VOGTLE SETTLEMENT

I. INTRODUCTION

On January 31, 2024, the Georgia Public Service Commission ("Commission") entered its Order Adopting Stipulation (the "Vogtle Prudence Order") in Docket No. 29849, Georgia Power Company's Application to Adjust Rates to Include Reasonable and Prudent Plant Vogtle Units 3 and 4 Costs (the "Vogtle Prudence Proceeding"). In the Vogtle Prudence Order, the Commission adopted a Stipulation (the "Vogtle Prudence Stipulation"), which, among other things, required Georgia Power Company ("Georgia Power" or the "Company") to "propose and support in the 2025 Integrated Resource Plan ("IRP") and Demand Side Management ("DSM") Certification dockets a base case of DSM performance savings targets of at least .75% of annual retail sales."[1]

On January 31, 2025, Georgia Power filed its 2025 IRP, as well as its Application for the

[1] Vogtle Units 3 and 4 Rate Adjustment Stipulation, Docket No. 29849 (Aug. 30, 2023) (hereinafter "Vogtle Prudence Stipulation") at 4, Para. 15.

Certification, Decertification, and Amended DSM Plan ("DSM Application"), in Docket Nos. 56002 and 56003, respectively. Pursuant to the plain terms of the Vogtle Prudence Order, the Company's DSM proposed case incorporated the 0.75% DSM savings target (the "Proposed Case") and the Company supported the Proposed Case throughout the course of the 2025 IRP proceeding.[2] On July 9, 2025, the Public Interest Advocacy Staff ("PIA Staff") filed a Stipulation between the Company and PIA Staff that is intended to resolve all issues in the 2025 IRP and DSM Certification dockets (the "2025 IRP Stipulation").[3]

On July 10, 2025, Georgia Interfaith Power & Light ("GIPL") and Southface Energy Institute ("Southface," and collectively, "GIPL/Southface") filed a Motion to Enforce the Vogtle Settlement, alleging that the 2025 IRP Stipulation "supports the wholesale rejection of [the DSM performance savings] target," and that "[b]y signing a stipulation counseling *against* the Vogtle DSM terms, Georgia Power has abandoned its 'support' of its proposed case, in egregious violation of the Vogtle Stipulation."[4] As explained more fully below, Georgia Power fulfilled its obligations under the Vogtle Prudence Stipulation and the Company's commitment to that obligation has provided benefits through the DSM plan proposed for approval in the 2025 IRP Stipulation. GIPL/Southface's purported expectations about the interplay between the Vogtle Prudence Stipulation and the 2025 IRP Stipulation are unrealistic and unsupported by the plain language of the Vogtle Prudence Stipulation, and their allegations are completely without merit. The

[2] *See* Exhibit GPC-1/PD, Docket Nos. 56002 & 56003 (Jan. 31, 2025) (hereinafter "2025 IRP Main Document") at 2 ("Additionally, in accordance with the Commission's [Vogtle Prudence Order], the Company developed the DSM Proposed Case with a savings target of at least 0.75% of annual retail sales.").

[3] Stipulation, Docket Nos. 56002 & 56003 (July 9, 2025) at 1. Six additional intervenors—Advanced Power Alliance ("APA"), Georgia Association of Manufacturers ("GAM"), Georgia Solar Energy Industries Association ("GSEIA"), Southern Renewable Energy Association ("SREA"), the United States Department of Defense and all other Federal Executive Agencies ("DOD/FEA"), and Walmart—have since signed and joined the 2025 IRP Stipulation. *See* Stipulation Adding APA, GAM, GSEIA, SREA, DOD/FEA, and Walmart, Docket Nos. 56002 & 56003 (July 11, 2025).

[4] Motion to Enforce Vogtle Settlement, Docket Nos. 56002 & 56003 (July 10, 2025) (hereinafter "GIPL/Southface Motion) at 1–3 (emphasis in original).

Commission should accordingly deny GIPL/Southface's motion.

II. ARGUMENT

A. The Company fulfilled the plain terms of the Vogtle Prudence Settlement.

Item 15 of the Prudence Stipulation required Georgia Power Company to "*propose and support*" in the 2025 IRP and DSM Certification dockets a base case of DSM performance savings targets of at least 0.75% of annual retail sales.[5] GIPL/Southface argue that, by signing the 2025 IRP Stipulation, Georgia Power has somehow failed to support its own Proposed Case, abandoned its support for the Vogtle Prudence Stipulation, and "brazenly violate[d]" a Commission order.[6]

On the contrary, the Company both proposed the 0.75% DSM savings target *and* supported that same target throughout the IRP proceeding. The 0.75% DSM savings target was part of the Company's *Proposed* Case, which was included in the Company's initial filing.[7] The Company also thoroughly supported its Proposed Case throughout discovery, answering multiple questions about the Proposed Case and the impact of a 0.75% DSM savings target.[8] In direct and rebuttal testimony and respective hearings, the Company affirmed and reaffirmed its support for the Proposed Case.[9]

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[5] Vogtle Prudence Stipulation at 4, Para. 15 (emphasis supplied).

[6] GIPL/Southface Motion at 2.

[7] *See, e.g.*, 2025 IRP Main Document at 2 ("Additionally, in accordance with the [Vogtle Prudence Order], the Company developed the DSM Proposed Case with a savings target of at least 0.75% of annual retail sales."); Tr. 192–93 (Direct Testimony of Dr. Ross Beppler, Carley Goff, A. Wilson Mallard, and Andy Phillips); Tr. 199 ("In developing the Company's Proposed Case, Georgia Power established the energy savings target in compliance with the Vogtle Prudence Order, which required Georgia Power to propose a DSM performance savings target of at least 0.75% of annual retail sales . . . . [T]he Proposed Case provides a comprehensive portfolio of energy efficiency and demand response programs, pilots, and other DSM initiatives prepared through the Commission's DSM Program Planning Approach, consistent the Commission's policy of minimizing upward pressure on rates and maximizing economic efficiency, in compliance with prior Commission orders.").

[8] *See, e.g.*, STF-PIA-2-6 (detailing the analytical steps used by the Company to determine the level of savings included in the Company's Proposed Case); STF-PIA-2-7 (explaining the impact of the 0.75% DSM savings target on economic screening inputs and results); STF-PIA-15-4 (assessing the consideration of other utilities that use 0.75% savings targets); and STF-PIA-15-5 (providing a list of utilities that have saved 0.75% of annual retail kWh sales with energy efficiency programs).

[9] *See* Tr. 199; Tr. 5051; Tr. 5206 (Company witness Carley Goff reaffirming Company's support for the DSM Proposed Case in response to GIPL/Southface counsel Mr. Sherrier).

There is no question that a 0.75% DSM savings target was proposed in the 2025 IRP and that the Company has supported that savings target throughout the course of the proceeding. Therefore, it is indisputable that the Company fulfilled the plain terms of the Vogtle Prudence Settlement.

B. The requirement that Georgia Power Company "*propose and support*" a base case of DSM performance savings targets of at least 0.75% of annual retail sales does not prohibit Georgia Power from compromising in settlement.

Despite the ample evidence of the Company's adherence to and fulfillment of the Vogtle Prudence Stipulation and Order, GIPL/Southface contort the plain meanings of "propose" and "support" to argue that the Company somehow missed its mark because the 0.75% DSM savings target was not included in the final version of the 2025 IRP Stipulation. "Propose" is defined as "to form or put forward a plan or intention."[10] "Support" is defined as "to promote the interests or cause of, to uphold or defend as valid or right, to argue or vote for."[11] Yet nowhere in either of these definitions or in the Vogtle Prudence Stipulation is there justification to interpret "propose" and "support" to mean that the Company cannot reach reasonable compromises for DSM, or any other matter the Company supported, through the constructive settlement process that has been the hallmark of IRPs over the past several decades.

It is undisputed that the Company formed and put forward a plan—i.e., proposed—a DSM case that included a 0.75% DSM savings target. Additionally, throughout discovery, hearings, and briefing, the Company promoted a 0.75% DSM savings target, upheld and defended the 0.75% savings target, and argued for adoption of the 0.75% DSM savings target—i.e., the Company

[10] *See Propose*, Merriam-Webster, https://www.merriam-webster.com/dictionary/propose (last accessed July 11, 2025).
[11] *See Support*, Merriam-Webster, https://www.merriam-webster.com/dictionary/support (last accessed July 11, 2025).

supported the DSM savings target.

Notably, the Company proposes and supports all aspects of its case throughout the course of an IRP proceeding. However, not all of those aspects survive the give-and-take of settlement negotiations. Yet GIPL/Southface would have this Commission believe that any aspects of the Company's case that are not adopted in a stipulation were somehow abandoned by the Company. Take, for example, the Company's proposed hydro modernization projects,[12] for which the Company has fought since the 2019 IRP.[13] The continuation of this program, like the 0.75% DSM savings target, was proposed in the Company's initial 2025 IRP filing and supported throughout the course of the 2025 IRP proceeding.[14] The Company similarly proposed unit uprates at Plant Hatch and supported that proposal throughout the course of the 2025 IRP proceeding.[15] Neither of these proposals were adopted as initially filed and supported by the Company in the 2025 IRP Stipulation, and yet, no party that participated in the 2025 IRP could make a reasonable argument that the Company abandoned or failed to propose or support those aspects of the Company's case.

What GIPL/Southface seek in their motion and claim to have been their "expectation" when agreeing to the Vogtle Prudence Stipulation—an unyielding position and refusal to compromise on the issue—is patently *un*reasonable and runs contrary to the nature of constructive settlement, which requires that parties compromise in the interests of reaching a mutually acceptable outcome. Taking GIPL/Southface's suggestion to its logical conclusion, the Company could never support any stipulation or agree to anything less than what the Company initially proposed. That outcome makes no sense, runs contrary to the constructive regulatory environment

[12] *See* 2025 IRP Main Document at 2, 5.
[13] *See* Exhibit GPC-1/PD, Docket Nos. 42310 & 42311 (Jan. 31, 2019) (hereinafter "2019 IRP Main Document") at 4–5.
[14] *Id.*; *see also* Tr. 120, 142–43, 255, 365, 4757–59.
[15] *See* 2025 IRP Main Document at 2, 5; *see also* Tr. 140–41, 4755–57, 4789.

in Georgia, and ignores the benefits of the constructive settlements the Commission has routinely adopted in IRP cases, which have provided certainty, compromise, and fairness to all parties. Georgia Power would not have agreed to the Vogtle Prudence Stipulation had it prohibited Georgia Power from entering a stipulation in this proceeding. Accordingly, the Commission should reject GIPL/Southface's unreasonable position.

C. The 0.75% DSM savings target from the Vogtle Prudence Stipulation has already benefitted all customers.

Parties to the Vogtle Prudence Stipulation negotiated and agreed to, among many other items, the 0.75% DSM savings target. Because of that settled position in the Vogtle prudence proceeding, the Company filed its 2025 IRP with a Proposed Case that included a significantly increased DSM savings target compared to prior IRPs, and which contained hundreds of millions of dollars of upward pressure on rates.[16] Consistent with the Vogtle Prudence Stipulation, the Company proposed this case and supported it throughout the 2025 IRP proceeding. Absent the inclusion of the 0.75% savings target in the Vogtle Prudence Proceeding, the Company likely would have filed the 2025 IRP with a significantly lower DSM savings target that put less upward pressure on rates. In other words, parties advocating for higher DSM savings targets received substantial benefit from the Vogtle Prudence Proceeding because the Company proposed the significant 0.75% DSM savings target, which had the beneficial effect of raising the scale of the DSM plan that was to be evaluated by other Parties in the proceeding.

The nature of settlement agreements in IRPs has resulted in compromise positions on the

[16] *See* 2025 IRP Main Document at 56–57 ("The energy efficiency and demand response programs in the Company's Proposed Case for the 2025 IRP achieve approximately -$16 to $3 million in annual net TRC benefits while putting upward pressure on rates of approximately $630 to $746 million annually under the MG0 economic scenario and approximately -$3 to $24 million in annual net TRC benefits while putting upward pressure on rates of approximately $609 to $733 million annually under the 111-MG0 economic scenario over years 2026 - 2028. Nevertheless, the Company supports the DSM programs as described above and included in the 2025 DSM Application, to achieve the levels of energy savings approved by the Commission in the Vogtle Prudence Order.").

DSM plan, with PIA Staff often serving as a primary party in proposing revisions and alterations to the Company's Plans. The same process of compromise took place in this case. Ultimately, the final, negotiated DSM savings target of 0.51%, while different from the 0.75% that GIPL/Southface strenuously demand, still results in one of the highest DSM savings targets to be approved in recent history, and certainly better than what may have occurred if the Vogtle Prudence Stipulation had not been approved by this Commission. To illustrate, the previous 2022 IRP involved a Company-proposed DSM portfolio with energy savings of approximately 433,000 MWh, and a Staff-proposed DSM portfolio with energy savings of approximately 430,000 MWh.[17] Likewise in the 2019 IRP, both Company and Staff proposed portfolios that would have resulted in about 375,000 MWh of energy savings.[18] Both cases were resolved with settlement positions that were a compromise between the Company and Staff positions, resulting in an amount of energy savings somewhere in between the litigated positions.

In contrast here, and as acknowledged by GIPL/Southface in their motion, the Company's position in the 2025 IRP (which accounts for the 0.75% DSM savings target) would result in energy savings of approximately 741,000 MWh—nearly twice as much as the energy savings in 2019 and more than one and a half times as much as the energy savings in 2022. The settled position in this case, which accounts for the lower savings targets in Staff's litigated position, likewise would result in an amount of energy savings of approximately 503,000 MWh—***higher than any of the energy savings in either of the previous IRPs.*** By negotiating a 0.75% DSM savings target in the Vogtle Prudence Stipulation, and due to the Company's proposal and support of this

[17] *See* Georgia Power Company's Application for the Certification, Decertification, and Amended Demand Side Management Plan, Appendix D, Docket No. 44161 (Jan. 31, 2022); Direct Testimony of Jamie Barber, Nick Cooper, and Richard F. Spellman, Staff Exhibit BCS-9, Docket Nos. 44160 and 44161 (May 6, 2022).

[18] *See* Georgia Power Company's Application for the Certification, Decertification, and Amended Demand Side Management Plan, Appendix D-1, Docket No. 42311 (Jan. 31, 2019) ; Direct Testimony of Jamie Barber, Nick Cooper, and Richard F. Spellman, Docket No. 42311 (Apr. 25, 2019), at 23 (noting that Staff's recommended DSM Plan has the same energy savings as the Company's).

DSM savings target during the IRP proceeding, parties to the Vogtle Prudence Stipulation ensured that DSM savings in this case were higher than they have ever been in the last two cases. Put simply, GIPL/Southface and all Georgia Power customers have benefitted immensely from the 0.75% DSM savings target.

III. CONCLUSION

The position taken by GIPL/Southface in their Motion to Enforce the Vogtle Settlement is unreasonable, illogical, and not supported by the plain meaning of the words used in the Stipulation. It is the responsibility of the Intervenor, not the Company, to ensure that the Intervenor understands the terms of the stipulation they are signing, and to clarify positions if they are unclear. In this case, the plain and direct meaning of "propose and support" requires no additional clarification, and the Commission should reject any attempt by GIPL/Southface to inject uncertainty into the plain meaning of these words. Georgia Power fulfilled its obligations under the Vogtle Prudence Stipulation and no reasonable interpretation of that document could determine otherwise. For the reasons set forth above, the Commission should deny GIPL/Southface's motion.

Respectfully submitted, this 14th day of July 2025.

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