**BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION**
**STATE OF GEORGIA**

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| **IN RE:**<br><br>**ATLANTA GAS LIGHT COMPANY'S 2025 – 2028 CAPACITY SUPPLY PLAN** | **Docket No. 56177** |

## STIPULATION

**WHEREAS**, as part of the Natural Gas Competition and Deregulation Act enacted in 1997 (the "1997 Act"), the General Assembly of Georgia (the "General Assembly") directed, under O.C.G.A. § 46-4-155(e)(3), Atlanta Gas Light Company ("AGL" or the "Company") to file at least every third year "a capacity supply plan which designates the array of available interstate capacity assets selected by [AGL] for the purpose of making gas available on its system for firm distribution service to retail customers …"; and

**WHEREAS**, AGL is currently operating under its 2022 – 2025 Capacity Supply Plan, which was approved by the Commission in Docket No. 44319 on December 30, 2022; and

**WHEREAS**, on April 15, 2025, the Commission issued a Procedural and Scheduling Order in Docket No. 56177, directing AGL to file its 2025 – 2028 Capacity Supply Plan (the "Plan") and pre-file its direct testimony on or before July 1, 2025; and

**WHEREAS**, AGL filed its 2025 – 2028 Plan on July 1, 2025, including but not limited to the pre-filed direct testimony of Witness Gregory Becker, together with exhibits (including the Minimum Filing Requirements as required by this Commission); and

**WHEREAS**, the intervening Certificated Marketers[1] pre-filed the direct testimony of Paul Herron, Lori Smith and David Wagner; and

**WHEREAS**, Staff served and AGL responded to Staff's First and Second Set of Data Requests in Docket No. 56177; and

**WHEREAS**, the Commission's Natural Gas Staff ("Staff"), AGL, and the Certificated Marketers worked together and met in an attempt to reach agreements on certain issues; and

**WHEREAS**, the undersigned Parties (which include Staff, AGL, and the Certificated Marketers, collectively the "Stipulating Parties") have reached agreement on the issues set forth herein; and

**WHEREAS**, the Stipulating Parties are requesting that the Commission approve AGL's 2025 – 2028 Capacity Supply Plan, as amended by this Stipulation, without setting new precedents for future capacity supply plans except as expressly stated herein; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Stipulating Parties agree as follows:

**1.**

The Stipulating Parties agree and recommend that the Commission accept and adopt this Stipulation in its entirety as its final order in Docket 56177.

**2.**

[1] The following Marketers intervened and sponsored the Pre-filed Direct Testimony of Paul Herron, Lori Smith, and David Wagner: SouthStar Energy Services LLC d/b/a Georgia Natural Gas, EMC Natural Gas, Inc. d/b/a True Natural Gas, Mansfield Power & Gas, LLC, Gas South, LLC, Walton EMC Natural Gas, SCANA Energy Marketing, LLC.

The Stipulating Parties agree to the admissibility into evidence of: the pre-filed direct testimony of witness Gregory Becker, the accompanying exhibits, and the Minimum Filing Requirements filed on July 1, 2025; and the pre-filed settlement testimony of Gregory Becker and David Wagner in support of this Stipulation and the accompanying exhibits filed on September 3, 2025. Marketers agree to withdraw and not enter into evidence the Pre-filed Direct Testimony of Paul Herron, Lori Smith, and David Wagner, and AGL agrees to not file rebuttal testimony in response thereto. The Parties waive cross examination.

**3.**

The Stipulating Parties recommend and request that the Commission accept and adopt the Company's 2025 – 2028 Plan, as proposed, subject only to the modifications, requirements, and additional stipulated provisions identified and set forth in the agreed-to terms by the Stipulating Parties in Sections 4, 5, and 6 of this Stipulation. Unless otherwise defined, the defined terms in this Stipulation shall be defined as set forth in Title 46 of the Georgia Code, AGL's Tariff, the interstate pipelines' tariffs, or common understanding within the industry.

**4.**

Regarding the 2025 – 2028 Plan's proposed Array of interstate pipeline transportation and out-of-state storage services, reserve margin, and additional incremental capacity, the Parties agree as follows:

A. AGL's Array of interstate pipeline transportation and out-of-state storage services is approved at the level requested in the Plan as filed by AGL on July 1, 2025.

    a. The design day forecasts and the proposed Array submitted by AGL are approved;

b. The approved Array includes a traditional 5% reserve margin above the unadjusted design day forecast for each year of the Plan; and

c. The incremental amount of the Array proposed by AGL that is above the sum of the unadjusted design day forecast and a 5% reserve margin for each year of the Plan is approved as "Additional Incremental Capacity" for this Plan.[2]

B. It is the intent of the Parties to establish the Additional Incremental Capacity feature as an on-going component of AGL's future capacity supply plans.

a. For the Plan to be filed in 2028, in addition to any other alternatives that AGL may submit, the 2028 – 2031 Capacity Supply Plan shall include the following components:

i. A design day amount calculated in accordance with the AGL's current methodology;

ii. A reserve margin not to exceed 5% of each unadjusted annual design day calculation; and

iii. An amount of Additional Incremental Capacity, consisting of:

1. An amount of capacity necessary to cover the quantified HDD risk (that is, the risk of using an assumed design day with 55 HDD for planning purposes, rather than using an assumed 65.6 HDD, which is the coldest day experienced in AGL's service area); and

[2] For Year 1 of this Plan, the Incremental Additional Capacity is 2.16%; for Year 2 of this Plan, the Incremental Additional Capacity is 2.3%; and, for Year 3 of this Plan, the Incremental Additional Capacity is 4.16%.

2. An amount of capacity to accommodate economic development activity within AGL's service territory, typical quantity of ID to Firm load conversions, reasonable non-customer-specific load growth, and contingency planning for unplanned outages.

iv. Although the quantifications of each of the components described in the foregoing subparagraphs (i) through (iii) shall be individually identified within the 2028 Plan as filed by AGL, the total approved Array shall be held in aggregate, managed as undivided assets, and managed without regard to the subcategory for which a particular increment of capacity was identified, unless the approved Plan specifies exceptions that would treat a component or a portion thereof differently.

b. If AGL determines during this Plan or a subsequent capacity supply plan that the amount of authorized Additional Incremental Capacity is not sufficient, AGL may petition the Commission for a limited, expedited amendment, in which AGL will describe the facts and circumstances that create a need for an amendment as well as how the Plan, if amended, would address customers' needs. AGL shall consult with Staff and inform Marketers prior to filing such a petition. AGL will use best efforts to submit responses to data requests within 10 days after issuance to the Company. In response to such a petition, Staff shall use its best efforts to present a recommendation that would allow a Commission decision within 60 days following the filing. AGL shall state within the petition if a more expedient review by the Commission is necessary or in the best interest of natural gas customers in Georgia.

5.

Through the negotiation process, the Stipulating Parties made the following commitments regarding (a) access to certain assets and (b) other operational provisions to be effective during the 2025 – 2028 Plan. The agreed-to commitments are as follows:

A. Discretionary Rights to LNG: AGL shall retain Marketers' existing rights to discretionary on-system LNG with thresholds below[3]:

**Effective 12/1/2025 Forward**

| | Atlanta | Macon |
|---|---|---|
| 1-Dec | 95% | 95% |
| 15-Dec | 95% | 95% |
| 1-Jan | 80% | 75% |
| 15-Jan | 75% | 60% |
| 1-Feb | 50% | 40% |
| 15-Feb | 30% | 20% |
| 1-Mar | 30% | 20% |
| 15-Mar | 30% | 20% |
| April 1 – Nov 30 | n/a | n/a |

[3] Provided that AGL's physical balance exceeds the logical balance in aggregate, for the purpose of calculating each Marketer's percentage of inventory, the denominator used each winter season will be equal to the actual inventory realized by AGL as of December 1st of such year and adjusted monthly for any changes in the Marketer's market share; provided, however, that if a Marketer fails to meet its LSR then such Marketer will be limited to the Marketer's resulting logical inventory balance.

**Effective 12/1/2026 Forward**

| | Atlanta | Macon |
|---|---|---|
| 1-Dec | 95% | 95% |
| 15-Dec | 95% | 95% |
| 1-Jan | 75% | 65% |
| 15-Jan | 65% | 60% |
| 1-Feb | 50% | 40% |
| 15-Feb | 30% | 20% |
| 1-Mar | 30% | 20% |
| 15-Mar | 30% | 20% |
| April 1 – Nov 30 | n/a | n/a |

The threshold levels set forth in the two table above are established to ensure a minimum of 5 days at maximum sendout for January 1; at least 4 days at maximum sendout for mid January; and at least 3 days to start February.

B. Placement of Dalton within the Asset Stack: AGL will continue a MARS bifurcation of 30,000 Dth/d as was included in Year 3 of the expiring Capacity Supply Plan for each heating season of the 2025 – 2028 Plan.

C. Placement of BPPSS within the Asset Stack: AGL will keep BPPSS at the top of the asset stack. AGL acknowledges that the bullet item on page 50 of 61 of the Pre-filed Direct Testimony of Gregory Becker was meant to capture the concept that AGL would schedule and have BPPSS related resources scheduled to flow on high load days. Doing so allows on-system LNG resources to load follow and be the last Dths dispatched to meet high load scenarios. This is consistent with current operating parameters and previous agreements.

D. Placement of Magnolia in Asset Stack: AGL will keep the threshold for Magnolia at 550,000 Dth for Year 1 and Year 2 of this plan and shift it up to 650,000 Dth of

aggregate projected LNG need for Year 3, provided that all Cherokee expansion and system upgrades and Riverdale system upgrades continue as expected. If the Cherokee and Riverdale work is not proceeding as expected, the threshold will revert to and remain at 500,000 Dth of projected aggregate utilization. The number of days that Elba FT can be required for delivery to the AGL system shall remain at 10, consistent with past operational commitments related to previous CSP settlements.

E. NFG for SNG Storage Swap: AGL accepts the Marketer proposal of the National Fuel Gas ("NFG") for Southern Natural Gas ("SNG") storage swap to include 50% firm transportation no-notice ("FTNN") rights at the SNG North Main points and 50% FTNN rights at the 600078 – SNG South Atlanta Point.

NFG FSS at AGL City Gate 20,709 Dth/d

| CSS Contract Parameters | |
|---|---|
| MSQ | 20,890,036 |
| MDIQ | 160,693 |
| MDWQ | 421,818 |
| Inject ratio | 129.999664 |
| Withdraw ratio | 49.52381359 |

CSS retained in exchange for NFG FSS

| | |
|---|---|
| 1,025,589 | Inventory Space (MSQ) |
| 7,889 | Injection |
| 20,709 | Withdrawal |

| | | Retained FTNN added to MARS Dth/d | Continued to be released to Marketers |
|---|---|---|---|
| Fulton Industrial | 910800 | 1,218 | 1,797 |
| AGL / SNG Yates | 910100 | 3,336 | 4,921 |
| AGL / SNG Newnan | 910200 | 3,369 | 4,969 |
| AGL / SNG Chattanooga Line N | 940019 | 921 | 1,359 |
| AGL / SNG Calhoun - Chatsworth | 940045 | 1,511 | 2,228 |
| | | 10,355 | 15,274 |
| AGL/SNG SOUTH ATLANTA CLAYTON | 600078 | 10,354 | 80,993 |
| | | 20,709 | 96,267 |

FTNN Contract package 457253

This split across SNG North Main and SNG South Main is acceptable to AGL after speaking with SNG about specific operating conditions and use of the No Notice capability on days away from design load conditions.

F. Improvement on the SNG Atlanta north line delivery point process: AGL commits to migrate to a Market Share driven capacity allocation process for the delivery points on SNG's Atlanta north line. Each of the 5 delivery points will become a part of routine operational updates. In these updates, AGL will share expected physical flow rates at each of the delivery points. All Marketers will be expected to nominate and schedule their Market Share driven piece of that expected daily flow. No-notice swing capability at each of the 5 points will then need to pick up the difference between Scheduled and Confirmed volumes versus what physically flows on a gas day. On any day or days where the forecasted HDD

level (from the forecast used for daily load projections) is at or above 20 HDDs, a Marketer will be able to nominate and AGL will confirm a flowing volume up to the Marketer's Market Share portion of the Max FT at each delivery point.

This improvement provides each Marketer a predictable level of gas supply commitment to deliver through each of these 5 discrete locations, which is what the Working Group has requested as a part of this CSP filing / settlement process.

The Parties acknowledge that a potential risk is that one or more Marketers may elect NOT to flow gas at any one or more of these delivery points. If that were to happen, failure to flow the expected level at these delivery points would leave the system "short" of required flowing gas. AGL will approach the 2025-2026 heating season expecting full marketer participation in this process. If AGL realizes operational issues from Marketers' failing to deliver expected volumes, AGL will explore and propose appropriate tariff modifications that ensure system integrity and operational reliability, down to specific delivery points, as needed.

G. IT system upgrades with project scope, costs, and timelines: AGL commits to working with Marketers and AGL's IT to manage and facilitate an appropriate cost impact and recovery process. A cost cannot be accurately projected until the full scope of the project is known.

H. Term, quantity, pipeline, and packages of FT that is needed for the summer refill period:

**AGL Retained Firm Transport for Liquefaction**

**April 1, 2027 to November 30, 2027**

| Plant | Retained Frim Transport | Pipeline |
|---|---|---|
| Riverdale | 12,041 | SNG |
| Macon | 0 | SNG |
| Cherokee 1 | 0 | Transco |
| Cherokee 2 | 0 | Transco |
| **Total** | **12,041** | |

**April 1, 2028 to November 30, 2028**

| Plant | Retained Frim Transport | Pipeline |
|---|---|---|
| Riverdale | 12,041 | SNG |
| Macon | 12,041 | SNG |
| Cherokee 1 | 0 | Transco |
| Cherokee 2 | 0 | Transco |
| **Total** | **24,082** | |

**April 1, 2029 to November 30, 2029**

| Plant | Retained Frim Transport | Pipeline |
|---|---|---|
| Riverdale | 12,041 | SNG |
| Macon | 12,041 | SNG |
| Cherokee 1 | 12,041 | Transco |
| Cherokee 2 | 0 | Transco |
| **Total** | **36,123** | |

**April 1, 2030 to November 30, 2030**

| Plant | Retained Frim Transport | Pipeline |
|---|---|---|
| Riverdale | 12,041 | SNG |
| Macon | 12,041 | SNG |
| Cherokee 1 | 12,041 | Transco |
| Cherokee 2 | 12,041 | Transco |
| **Total** | **48,164** | |

SNG South Main point(s) that can physically deliver to the Riverdale &/or Macon LNG plants
- AGL / SNG South Atlanta Clayton (600078) and Macon-Milledgeville #1 (940055)
Transco Mainline capacity on a Zone 4 to Zone 4 package of capacity (Cherokee &/or Southcost)
*Current AGL LSR Fuel is 20.41%, 10,000 plus fuel. Subject to annual modification of fuel rates.*

6.

The Stipulating Parties agree to support this Stipulation, and seek its approval by the Commission as filed, without modification. The Stipulating Parties acknowledge that each Party made concessions to obtain the agreed-to terms of this Stipulation, no Party got all that it wanted, and any modification to this Stipulation as filed would potentially deprive a Party of benefits for which such Party made one or more concessions to obtains. Any changes not agreed to by the Stipulating Parties would deprive a Party of one or more benefits of the negotiated Stipulation.

**7.**

If the Commission does not adopt this Stipulation as filed without modification in an Order (or in one or more subsequent Orders on Reconsideration) as the final resolution of this proceeding, this Stipulation shall be null and void and shall not constitute an admission, consent, or agreement by any of the Stipulating Parties with respect to any issue in this docket. The

negotiation and execution of this Stipulation is based on the understanding and expectation by the Stipulating Parties that it constitutes a privileged offer of settlement and compromise. If this Stipulation is not adopted by the Commission in its entirety, the Stipulation shall not be admissible and shall not prejudice the respective positions of the Stipulating Parties in any future proceeding in this or any other jurisdiction, unless related to a Petition for Reconsideration or appeal seeking to have the Commission adopt the Stipulation in its entirety.

**8.**

This Stipulation may be executed in several counterparts, which shall be considered one agreement.

**9.**

This Stipulation is the Stipulating Parties full and final expression of their agreement and shall not be contradicted by any representation outside of this document or prior agreement.

**10.**

Notwithstanding the foregoing, the Stipulating Parties agree that all existing tariff provisions not specifically addressed by this Stipulation or AGL's 2025 – 2028 Capacity Supply Plan, as filed, will remain in effect. The Stipulating Parties request that the Commission approve the Company's 2025 – 2028 Capacity Supply Plan as filed and except as modified by the agreed-terms set forth above.

Agreed to:

Stipulating Party: Atlanta Gas Light Company

By: _____

Date: 9/3/25

Stipulating Party: Staff of Georgia Public Service Commission

By: _____

Date: _____

Agreed to:

Stipulating Party: Atlanta Gas Light Company

By: _____

Date: _____

Stipulating Party: Staff of Georgia Public Service Commission

By: _____

Date: 09/03/2025

Stipulating Party: SouthStar Energy Services LLC
D/B/A Georgia Natural Gas

By: Robert Cowhig

Date: 09/03/2025

Stipulating Party: EMC Natural Gas, DBA True Natural Gas

By: Leslie Maren, President

Date: 9/3/2025

Stipulating Party: Mansfield Power & Gas

By: Noah Turner

Date: 9/3/2025

Stipulating Party: _Gas South, LLC_____

By: Freddy S. Cardozo S.

Freddy Cardozo, Chief Supply & Risk Officer

Date: _09/03/2025_____

Stipulating Party: Walton Energy d.b.a Walton EMC Natural Gas

By: Jim Barth

Date: 9/2/25

Stipulating Party: SCANA ENERGY MARKETING, LLC

By: Richard Kenny - Vice President

Date: 9/3/2025

Stipulating Party: NRG Energy Inc.



By: John Holtz
Senior Director, Market Development & Regulatory Affairs

Date: September 3, 2025

Stipulating Party: CENNAT, Inc. d/b/a Fuel Georgia

By: _____

Date: 09/03/2025

Stipulating Party: CENNAT, Inc. d/b/a Fuel Georgia

By: _____

Date: 09/03/2025