

December 16, 2025

VIA ELECTRONIC DELIVERY


Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334

**Re: Post-Hearing Brief on Behalf of Georgia Interfaith Power & Light and Southface
Energy Institute; Docket Nos. 56298, 56310**

Dear Ms. Tanner:

Please find enclosed an electronic version of the following Post-Hearing Brief to be filed in
Docket Nos. 56298 and 56310 on behalf of Georgia Interfaith Power & Light and Southface
Energy Institute.

Respectfully submitted,



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STATE OF GEORGIA
BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re:

Georgia Power Company's)	
Application for the Certification)	Docket No. 56298
of Capacity from the 2029–2031)	
All-Source RFP)	

In Re:

Georgia Power Company's)	
Application for the Certification)	Docket No. 56310
of Capacity Supplemental Resources)	

December 16, 2025

POST-HEARING BRIEF OF GEORGIA INTERFAITH POWER & LIGHT
AND SOUTHFACE ENERGY INSTITUTE

Georgia Interfaith Power & Light (GIPL) and Southface Energy Institute respectfully file this post-hearing brief. In this proceeding Georgia Power has proposed to add more than \$50,000,000,000 to \$60,000,000,000 to its customers' bills. To more than double its rate base. To add 10,000 megawatts to a 20,000 megawatt system. This is in addition to recently granted extensions of its expensive and dirty coal plants, construction of Plant Yates Units 8-10, and other resource procurements since 2023. Make no mistake, the environmental and financial costs of these actions would not be incurred if it were not for the data center boom.

The vast majority of the 10,000 megawatts requested here are not backed by the more protective new large load contracts. And this proceeding has revealed that those new contracts are not as protective as initially believed. The risk to existing customers is immense. And in exchange

for burdening customers with four decades of financial risk, Georgia Power and Staff have proposed to propose “downward pressure” for three years, and to kick the can down the road regarding whether there is actually a need for new 45-year methane gas power plants, including one of the most, if not the most, expensive gas plant in the country.

The Stipulation filed the morning of the second hearing in this proceeding less than a week ago adds an undisclosed amount of costs to customer bills at the same time Georgia Power is acknowledging a *decrease* in residential usage due to “recent rate increases.”¹ We urge the Commission to reject the Stipulation and chart a more measured path forward.

RECOMMENDATIONS

1. Adopt a policy to ensure existing customers are protected from bearing any of the costs of serving or preparing to serve large load customers;
2. Order quarterly monitoring of load growth, both organic and large load, with an opportunity for comment from Staff and Intervenors; and
3. Adopt Staff’s Scenario 1, conditional certification proposal, after modifying the forecast to include the latest data and the corrections to the forecast identified in Staff’s testimony.
 - a. Alternatively, if the Commission adopts the Stipulation, adopt Staff’s ranking of resources, as modified below to prioritize batteries over combined cycles, to guide mitigation strategies in the event load fails to materialize.
4. We ask the Commission to clarify its intent with respect to Paragraphs 5 and 6 of the Stipulation in the context of the statutory framework for intermittent review of cost overruns.

¹ Hearing on GPC’s Direct Case, Dkt. Nos. 56298 & 56310 (Oct. 21-22, 2025) at Tr. 484:11-14 [Tr.].

ARGUMENT

I. The greater risk to existing customers is overbuilding.

The greater risk to existing customers lies in overbuilding, contrary to Georgia Power’s assertions.² Certification means the extraordinary costs of these resources paid by customers, not Georgia Power, regardless of whether new customers materialize to use the power or not. This 10,000 megawatt request is not about reliability, or the risk of blackouts; it is about on what “timeline” Georgia Power may accommodate prospective new large load customers.³ For existing customers in Georgia Power’s territory, the risk of underbuilding—which only arises if Georgia Power chooses to cancel a conditionally certified resource—is that Georgia Power may have to ask prospective customers for a longer load ramp, *something they already are doing*.⁴

The Commission should only conditionally certify the majority of these resources until their need at the meter is backed by a new contract. While we recently learned that new large load contracts provide a much shorter window of protection than was identified in the Commission’s prior orders,⁵ a signed contract still provides more protection than speculatively building for a customer’s demand before that customer is secured.⁶

² Hearing on Staff and Intervenor Testimony and GPC Rebuttal Testimony, Dkt. Nos. 56298 & 56310 (Dec. 10, 2025) at 4:15:15 [December Hearing]. Because a transcript is not available at the time of filing, citations to this hearing will be to the timestamps in the recording, available at <https://www.youtube.com/watch?v=FRcyQJ9VL7k>.

³ *Id.* at 6:43:30.

⁴ *Id.* at 7:01:50 (“Mr. Valle: . . . as long as they have compliance with all our requirements, if we have a customer that has checked all the boxes, and is willing to sign a contract that guarantees minimum payments, that guarantees collateral . . . , we have no reason not to sign a contract with them. Mr. Grubb: . . . It’s not a matter as much of ‘no,’ it’s a matter of ‘when.’ And so we are looking at how much you can serve and how fast you can serve it, and to work with [the potential customer] on the ramp. And to Mr. Valle’s points if we have two customers and one has more certainty on that front, we’ll prioritize them and then the other would have a later ramp available to them.”)

⁵ See Section IV below.

⁶ Direct Testimony of Trokey, Drugan, and Pol, Dkt. Nos. 56298 & 56310 (Nov. 12, 2025) at 4:14-17 (“The majority of the new generation . . . is speculative and exposes customers to the risk of stranded costs if the anticipated load does not materialize.”) [Trokey et al.].

Georgia Power’s appeal to the normal “IRP and RFP processes” rings hollow.⁷ For the second time in as many years, Georgia Power asks this Commission to skip the competitive RFP process, this time for another 2,000 megawatts.⁸ And while prior planning has been to a forecast – and not to contracted load, that was for organic growth for which Georgia Power had an obligation to serve, not to “meet customer deadlines” or to chase an “opportunity” to press on rates.⁹

Abandoning its historical dedication to a “measured and disciplined” approach to growth, Georgia Power asserts that waiting for signed contracts to lock in these costs “does not signal confidence and commitment.”¹⁰ But this Commission’s charge is not to “signal confidence” by leveraging customer bills: Its charge is to plan for need in the public interest.

II. Certification for speculative load restricts the Commission’s ability to protect existing customers from paying for data centers.

If Georgia Power’s load forecast doesn’t materialize, certifying costs limits the tools available to the Commission. Certification of the 7,065 MW of self-build resources in Georgia Power’s request would add \$50-60 billion to bills.¹¹ Once these costs are certified, state law severely restricts the Commission’s ability to disallow these costs in the future. For example, certified construction costs “may be excluded from the rate base only on the basis of fraud, concealment, failure to disclose a material fact, imprudence, or criminal misconduct.”¹² As Staff correctly points out, “the ability to disallow future cost recovery will be limited” and in fact “severely constrained once certification is granted.”¹³

⁷ GPC Main Panel Rebuttal Testimony, Dkt. Nos. 56298 & 56310 (Nov. 26, 2025) at 8:3-8:11 [GPC Rebuttal].

⁸ See GPC’s Application for the Certification of Supplemental Resources for 2028-2031 Capacity, Dkt. No. 56310 (July 30, 2025) at 9.

⁹ GPC Rebuttal at 7:21, 8:15.

¹⁰ GPC Rebuttal at 22:25.

¹¹ Direct Testimony of Newsome, Hayet, and Wellborn, Dkt. Nos. 56298 & 56310 (Nov. 12, 2025) at 3 n. 1 [Newsome et al.].

¹² OCGA § 46-3A-7(a).

¹³ Trokey et al. at 5:20 and 6:9.

III. Georgia Power’s flawed load forecast results in a significantly overstated capacity need.

To certify resources, the Commission must find a “need for the proposed capacity resource.”¹⁴ In both the 2025 IRP and this proceeding, every party which weighed in on the issue other than Georgia Power has recognized that the “need” identified by Georgia Power is not there.¹⁵ The forecast is too high. Even after signing the Stipulation, Staff reiterated that about half of the projected need is speculative, as it is not supported by the megawatts requested in signed contracts.¹⁶ Moreover, the load requested in signed contracts is significantly higher than the load “need” at the meter, exacerbating the overstated need. Critically, even Georgia Power acknowledges that “the load at the meter will be lower than the announced load.”¹⁷ The Commission should only consider metered, real load when assessing the need for resources here,¹⁸ as Georgia Power’s obligation to serve extends to the energy demanded at the meter, *not* the announced or contracted load estimates.

There are numerous unresolved concerns with the large load model, which is being used to project most of the need underpinning this docket. Staff highlighted key concerns with the forecast underlying this certification, including that:

- The large loads are materializing lower than forecasted by Georgia Power, including for contracted load.

¹⁴ OCGA § 46-3A-3(a).

¹⁵ *See e.g.* Direct Testimonies of Trokey et al. (PIA Staff), Lucy Metz (Sierra Club and SACE) in Dkt. Nos. 56298 & 56310; Direct Testimonies of Chelsea Hotaling (GIPL and Southface), AJ Goulding (NRDC, SACE, Sierra Club), Derek Stenlik (NRDC et al.), Trokey-Drugan-Pol (PIA Staff), and Post-Hearing Briefs of Ga. Ass’n of Mfrs. in Dkt. Nos. 56002 & 56003. *See also, e.g.* Comments by Microsoft in Dkt. No. 55378.

¹⁶ December Hearing at 3:45:57 (“the data is still accurate”).

¹⁷ Direct Testimony of Valle, Dkt. Nos. 56298 & 56310 (Sept. 17, 2025) at 7:13-14 [Valle].

¹⁸ We note that Intervenors could not supplement the forecasted need charts as they were denied access to contracts and both Georgia Power and Staff failed to update their forecasts. December Hearing at 4:03:34 and 7:18:05

- The large load forecast continues to be revised downward in the most reliable timeframe of the projections: the near-term—and at the same time Georgia Power continues to assert there is no time to run RFPs for all resources.
- The large load forecast is increasingly inaccurate at longer time horizons, including the years of this request.
- The large load forecast overestimates load, and the overestimation is primarily driven by data centers.¹⁹

There are other concerns with the load realization model’s accuracy and contribution to the Budget 2026 load forecast. Large load customers who are noncompliant with Commission Rules or Georgia Power requests remain in the model,²⁰ contributing to the forecast: at the time of the forecast, roughly one-third of the pipeline – about 17,000 MW – were “on hold.”²¹ On-hold customers either “have encountered difficulties advancing through the project planning phases” or cease to provide “sufficient and timely project information necessary to evaluate its viability.”²² There are real-world projects experiencing delays longer than the maximum delay allowed for new projects in the load realization model.²³ The model treats an option for a lease as the same level of commitment as fee simple ownership of a site, when assessing the likelihood of a project coming to Georgia.²⁴ And Georgia Power misclassifies certain megawatts that are not under contract as though they are under contract in the load realization model.²⁵

¹⁹ Trokey et al. at 33.

²⁰ See Tr. 454:8-456:18.

²¹ *Id.* at 454:4-7.

²² Response to PIA-9-13; Tr. 453:4-10.

²³ See e.g. GPC’s Large Load Economic Development Report for Q2 2025 – Attachment PD, Dkt. No. 55378 (Aug. 15, 2025); see also Response to PIA-5-19.

²⁴ Tr. 436:2-15; Trokey et al. at 42-43.

²⁵ E.g., Trokey et al. at 47:9-13; GIPL-SF Exhibit 10 (Response to PIA-12-4).

It is generally understood that as the Commission’s new rules and regulations are applied to legacy customers in the pipeline, customers will be removed from the queue if they won’t or can’t comply. In fact, we have seen this winnowing of the pipeline in the most recent report, when the removal of 14,345 MW of announced load from the pipeline resulted in the first decrease to the pipeline since Georgia Power began filing quarterly reports.²⁶ Yet Georgia Power cannot answer basic questions about how and when these new rules and regulations have been applied to each customer in the pipeline,²⁷ leaving questions about how serious the customers are that are contributing to the “need.” Moreover, Georgia Power wields discretion when deciding when and whether to remove potential customers from the pipeline and thus the forecast.²⁸

In other words, the “need” underlying the large load forecast is overstated. Further compounding this concern, there are more traditional issues with Georgia Power’s growth projections, including an oversize reserve margin which fails to account for the unique winter behavior of data centers.²⁹

Also inflating the forecast is Georgia Power’s assumption that there will be zero megawatts of large load flexibility between now and 2045. Load flexibility from data centers could obviate actual need much quicker than it takes to build a new methane gas power plant.³⁰ And this valuable

²⁶ See GIPL-SF Exhibit 9 (“Removed Projects” Tab from Q3 Large Load Report, Dkt. 55378); December Hearing at 6:52:30.

²⁷ *E.g.* Tr. 460:24 (why transmission study results are shared “verbally” with prospective customers); December Hearing at 7:13:45 (whether large load customers with contracts predating the new rules would be required to comply with the new rules when amending the contract); *id.* at 7:04:40 (whether all data centers in the pipeline have established site control); *id.* at 7:06:27 (whether there are currently any projects in the pipeline that are not in compliance with the Commission’s rules and regulations or even Georgia Power’s review requirements). In response to data requests in this proceeding, Georgia Power said it does not formally track “the reasons customers have delays,” “the reasons customers request ramp changes,” or the average time between completing Timeline Review and submitting an RFS. Responses to PIA-9-14 – PIA-9-16.

²⁸ Response to PIA-5-8(c).

²⁹ Direct Testimony of Chelsea Hotaling, Dkt. No. 56002 & 56003 (May 2, 2025) at 29:12-38:11; Tr. 430:15-16.

³⁰ See GPC Rebuttal at 19-21.

capacity resource is available for utilities that properly incentivize it.³¹ Still, Georgia Power insists that it cannot plan for these resources without a contract for demand response in place—while at the same time asking the Commission to build new resources for future customer request for energy, without a contract in place.³²

IV. Erosion of the customer protections in the new large load contracting framework.

In January and April of this year, ahead of the then-expected 2025 rate case, the Commission authorized a revision to the rules and regulations to give additional contracting tools to Georgia Power. In the few months since the April Order, we have seen a troubling pattern emerge where (1) customer-protective contracting terms have been weakened, (2) legacy contracts have been amended without requiring adherence to the new framework and without notifying Staff, (3) Georgia Power has taken the unusual step of refusing to disclose contracts to Intervenors even with a signed non-disclosure agreement, and (4) Georgia Power appears to be reading limiting words into the Commission’s Order.

First, the Commission’s April Order described the termination provisions of the new contracts: “If the customer ended the contract early, the customer would be liable for the minimum

³¹ See, e.g. “How data centers can learn to turn off and help the grid,” Utility Dive (Aug. 19, 2025), available at <https://www.eenews.net/articles/how-data-centers-can-learn-to-turn-off-and-help-the-grid/> (“This month, Google announced a pair of agreements with utilities to plug in data centers with demand-response capabilities — helping those buildings use less power during periods of high demand on the grid.”); “Flexible Data Centers: A faster, more affordable path to power,” Camus, Encord, and Zero Lab at Princeton University (Dec. 2025) (concluding that flexibility arrangements can yield grid savings), available at <https://www.camus.energy/flexible-data-center-report>. In Texas, Senate Bill 6 “will require ERCOT to develop a reliability service to competitively procure demand reductions from large-load customers with demand over 75MW to be deployed to be deployed during certain periods of the year in anticipation of emergency grid conditions. Participants in this voluntary program will receive at least 24 hours’ notice prior to a potential load-shedding event.” See “Senate Bill 6 Reforms Interconnection and Co-Location Rules for Data Centers and Other Large Loads in ERCOT,” Weil (July 29, 2025), available at <https://www.weil.com/-/media/files/pdfs/2025/july/weil-energy-alert--senate-bill-6-reforms-interconnection-and-colocation-rules-for-data-centers-and-o.pdf>.

³² *Id.* at 21:13-14 (“The Company continues to implement programs that include contractual obligations to enhance predictability.”).

bill amounts (not tariffed rate amounts) for each period **for the remaining term of the contract.**”³³

Georgia Power’s contracts do not meet this standard: the actual contract terms only require minimum bill payments for **two years after termination**, regardless of the remaining term of the contract.³⁴ On a fifteen year contract, more than a decade’s worth of bills could go unpaid.

Second, Georgia Power has amended legacy large load contracts without notifying Staff.³⁵ The April Order requires new contracts to be filed with Staff.³⁶ Potentially seven legacy large load contracts have been amended to increase contracted load in the near term, and at least one of these legacy contracts appears to have been amended to allow an increase in peak demand from 120 to 180 MW.³⁷ Given Staff’s lack of awareness of these contract changes, it appears Georgia Power is using “its sole discretion” under the Rules and Regulations changes to not require these large loads use the new contracting rules when increasing their load request.³⁸

³³ Order on GPC’s Revisions to Rules and Regulations Tariff Compliance Filing, Dkt. No. 44280 (Apr. 17, 2025) at 2 (emphasis added) [April Order].

³⁴ December Hearing at 4:13:00 (“In the new large load contracts, there is an early termination option. . . that has to be given with, I believe, a two year notice, and that also requires that customer to continue to pay the minimum bill for another two years, essentially.”); *see* Joint Statement of the Georgia Public Service Commission Staff and Georgia Power Company Regarding Large Load Contract Filed September 9, 2025, Dkt. No. 44280 (Oct. 9, 2025).

³⁵ December Hearing at 7:13:00 (“Several of these contracts, the customers on this list, have already signed and received amended contracts.”); *see* Trokey et al. at 46-47 (describing the changes as errors in the load forecast).

³⁶ April Order at 1.

³⁷ *See* GIPL-SF Exhibit 10 (Response to PIA-12-4) (many of these megawatts were moved into the years of need for the Supplemental Resources, the justification for which includes the lack of time to run an RFP).

³⁸ *See* GPC’s Tariffs, filed in Dkt. No. 44280. It is not public information which tariff these customers took service under, however of the three potential tariffs – TOU-SC-15, TOU-RN-13, and PLL-18 – all say “if they contracted for such service prior to February 1, 2025. The terms and conditions of such service may only be extended or modified if expressly agreed to and approved by the Company in its sole discretion.”

Third, Georgia Power appears to be trying to move the goalposts of customer protection. The Commission ordered Georgia Power to “exercise its discretion under the Rules and Regulations changes in a manner designed to protect existing customers from bearing **any of the costs of adding these large customers.**”³⁹ Georgia Power describes this order to “clearly require” cost recovery “to protect existing customers from paying for **the incremental costs of serving new large load customers.**”⁴⁰ The Commission should clarify its intent.⁴¹

Finally, in a major change,⁴² Georgia Power has refused to disclose new large load contracts to intervenors who have signed a non-disclosure agreement.⁴³ Even redacted, Georgia Power has refused to permit GIPL and Southface’s counsel or outside experts to review the terms.⁴⁴

V. The Stipulation fails to protect existing customers.

A. The \$8.50 paragraph is a phantom promise.

1. The Stipulation itself undermines the value of the \$8.50.

The Stipulation provides that Georgia Power will “file its next base rate case in a manner that will ensure the incremental revenue from large load customers has downward pressure of at least \$8.50 per month to the typical residential customer . . . for the years 2029, 2030, and 2031. . . . The incremental revenue forecast . . . will be set as a minimum estimate for the years 2029,

³⁹ April Order at 1 (emphasis added); *see also* Request for Approval of Revisions to Georgia Power Company’s Rules and Regulations, Dkt. No. 44280 (Dec. 11, 2024) (promising recovery of “all costs associated with serving or preparing to serve a customer with an expected peak demand of 100 MW or greater”).

⁴⁰ GPC Rebuttal at 5:11-14 (emphasis added). Georgia Power’s witnesses were not able to answer whether the revenue requirements that go into the contracts and the downward pressure analysis in the Stipulation included embedded costs. December Hearing at 6:35:26.

⁴¹ We would also read this language “any of the costs” to include any increased fuel costs caused by high load factor customers. *See* Newsome et al. at 44. Staff confirmed that the new contracts do not account for this risk of increased costs caused by new large loads. December Hearing at 4:36:54.

⁴² *See e.g.* Response to PIA-1-10 in Dkt. No. 56002; Response to LA-1-15 in Dkt. No. 55378.

⁴³ *See* Tr. 535.

⁴⁴ *See* email from S. Hewitson to A. Kamani, RE: Request for TS Large Load Contract (Nov. 12, 2025). Attached as Exhibit 1. Note the email has been redacted in an abundance of caution to remove the name of the customer as GPC has refused to release that information as well; it was only known here because the Company’s original filing included it in several places.

2030, and 2031.” On the stand, Georgia Power described it as “downward pressure on rates of at least 556 million dollars per year [for those three years] on a levelized basis.”⁴⁵

To be clear, this paragraph of the Stipulation says nothing about the overall impact of this 10,000 MW certification on existing customers’ bills. The revenues from large load customers in this \$8.50 calculation were weighed against undisclosed costs Georgia Power has now⁴⁶ decided to allocate to the new large loads, whether the costs are from the 2023 IRP, the 2025 IRP, other certifications, or this proceeding.⁴⁷ Whatever undisclosed revenue requirements Georgia Power decided to allocate to existing customers for the 10,000 MW (or otherwise) must still be paid by existing customers, even with this Stipulation.

2. The language of the \$8.50 paragraph does not ensure that downward pressure will materialize.

The Stipulation provides that Georgia Power will “file its next base rate case in a manner that will ensure the incremental revenue from large load customers has downward pressure” The Stipulation as drafted only requires Georgia Power to file the rate case in that way. It says nothing about what happens next or whether Georgia Power would support that allocation in its rate case testimony or any settlement. As noted by Georgia Power during the 2023 IRP Update, an equal allocation of large load revenue across classes, which was the method used to calculate \$8.50 here,⁴⁸ is “not a reflection of how rates will actually be made.”⁴⁹

⁴⁵ December Hearing at 6:18:18.

⁴⁶ As recently as October, Georgia Power testified that it “does not have total forecasted annual revenue requirements for the period 2025-2040.” Response to PIA-7-1; *see* Tr. 425:5-8 (“We’re not reflecting revenues in what we’re filing because that revenue forecast, cost allocation, and all those types of things are rate case proceedings, not certification requests or IRPs.”). The Commission’s decision must be based on evidence of record. OCGA § 46-3A-10; *see also* Forthcoming Motion from GIPL & Southface, Dkt. No. 56298 & 56310.

⁴⁷ *See* December Hearing at 6:34:04.

⁴⁸ December Hearing at 6:39:20.

⁴⁹ 2023 IRP Update Hearing, Dkt. No. 55378 (Mar. 27, 2024) at Tr. 1984:17-19 and 2130:21-22; *see* Post-Hearing Brief of GIPL, Dkt. No. 55378 (Apr. 4, 2024).

The language of a Stipulation matters. In recent memory, Georgia Power agreed to “propose and support in the 2025 Integrated Resource Plan (“IRP”) and Demand Side Management (“DSM”) Certification dockets” a DSM base case that achieved energy savings equal to at least 0.75% of annual retail sales, a meaningful increase.⁵⁰ In those dockets Georgia Power supported a Stipulation that reduced that target to 0.51%. GIPL and Southface argued that supporting a lower target in the 2025 IRP was a violation of the original agreement to support 0.75% in the IRP.⁵¹ In response, Georgia Power called our reading of the plain language “frivolous” and “unreasonable.” Adding, that if we “wanted the Vogtle stipulation language to read that ‘Georgia Power is required to propose and refuse to ever accept anything less than the proposed case in [a] settlement agreement,’ then darn it they should have bargained for that. But they did not. It says ‘propose and support.’”⁵² The Stipulation here says “file,” essentially “propose.” It doesn’t even say “support.” Recent precedent of the Commission and Georgia Power’s own argument counsels that a future promise to “file” a solution in a docket cannot be relied on, particularly if Georgia Power decides to support a different approach during the pendency of that docket.

3. The similar \$2.89 of downward pressure was not enforced.

Just last year the Commission ordered Georgia Power to “ensure the incremental revenue from new large load customers has downward pressure of at least \$2.89 per month to the typical residential customer . . . for the years 2026, 2027, and 2028.”⁵³ But Georgia Power never produced verifiable evidence of compliance with the Commission’s \$2.89 order.

⁵⁰ Vogtle Units 3 and 4 Adjustment Stipulation, Dkt. No. 29849, ¶ 15 (adopted Jan. 31, 2024).

⁵¹ GIPL & Southface’s Motion to Enforce the Vogtle Settlement, Dkt. Nos. 56002 & 56003 (July 10, 2025).

⁵² PSC Committee Hearings at 2:17:45 of the recording (June 10, 2025), available at <https://www.youtube.com/watch?v=5X-tJFiYW68>.

⁵³ Order Adopting Stipulated Agreement, Attachment A: Stipulation ¶ 2, Dkt. No. 55378 (Apr. 26, 2024).

In the Rate Case Settlement proceeding covering those years, Georgia Power conceded they “don’t have the calculation” of any residential benefit.⁵⁴ Nor did Georgia Power quantify a residential benefit for Staff.⁵⁵ According to Georgia Power, “cost pressures . . . more than offset the benefit of large load customers.”⁵⁶ But when pressed for verifiable information about those cost pressures, Georgia Power said that was not available for review for intervenors⁵⁷ or Staff.⁵⁸

4. After 2031, there are no protections.

There are resources that would be certified by the Stipulation that will be paid off for 45 years. The “downward pressure” protections are for 3 years.

B. There are other significant issues with the Stipulation.

1. The Supplemental Resources cannot be certified using RFP exemption (f)(6), because this is not an IRP where all options are on the table.

The Stipulation signs off on the Supplemental Resources skipping the competitive bidding protections of an RFP in part relying on Rule 515-3-4-.04(3)(f)(6).⁵⁹ However, the (f)(6) exception can only be invoked during an IRP. The rule requires that the “Commission shall expressly consider in each IRP, and make a determination in each IRP Plan, whether to exclude from the RFP Process any new supply-side resources identified in the soliciting entity’s approved IRP Plan.” This proceeding is not an IRP where an integrated combination of demand-side and supply-side resources is selected.⁶⁰

Additionally, these “supply-side resources” were not “identified” in the IRP. Despite knowing of the purported capacity need at least two weeks before submitting the 2025 IRP in

⁵⁴ Rate Case Settlement Tr. at 418:3, Dkt. No. 44280 (June 26, 2025).

⁵⁵ *Id.* at 418:23-25. *See* GIPL’s Post-Hearing Brief, Dkt. No. 44280 (June 30, 2025)

⁵⁶ Rebuttal Testimony of Abramovitz and Berrigan at 8:21-24, Dkt. No. 44280 (June 20, 2025).

⁵⁷ Rate Case Settlement Tr. at 189:3-6.

⁵⁸ *E.g., id.* at 184:22-185:3.

⁵⁹ Stipulation, Georgia Public Service Commission Public Interest Staff and Georgia Power Company, Dkt. Nos. 56298 & 56310 (Dec. 9, 2025) at ¶2.

⁶⁰ Tr. 407:24-408:15; *see* Rules 515-3-4-.02(25) and 515-3-4-.06(5).

January, Georgia Power did not reveal its plan until after the IRP vote in July.⁶¹ The Commission cannot invoke the (f)(6) exception from the RFP requirements for the Supplemental Resources.

2. An additional sum is inappropriate when approving resources under an RFP exemption, especially when Georgia Power chooses to skip discussion of alternatives in an IRP.

Paragraph 7 of the Stipulation grants Georgia Power an additional profit or “additional sum” for the Supplemental Resources that it purchased without the protections of an RFP, including for a contract with a sister company that is already collecting profits for its parent, Southern Company. Further, the Mississippi Power PPA is for 50 MW and a single year; this is not a “long-term” PPA and thus Georgia Power is not entitled to any additional sum at all.⁶²

Moreover, Georgia Power failed to raise the need for the Supplemental Resources during the 2025 IRP, depriving the Commission and intervenors the opportunity to advocate for alternative resources, for example increased demand-side management, that could have contributed or displaced the need entirely. The Commission should not “encourage such purchases” in these circumstances.⁶³

C. Cost overruns remain a risk.

Paragraph 6 of the Stipulation provides that if cost overruns are anticipated for any of the fifteen concurrent self-build resources, Georgia Power cannot seek an increase to the certified cost until the project is within six months of its scheduled commercial operation date. Given the magnitude of the proposed build-out, the cost pressures on generating equipment and labor costs,⁶⁴

⁶¹ Response to STF-PIA-4-4(a) (“On January 16, 2025, after realizing the 2029-2031 All-Source RFP and Winter 27/28 BESS RFP would not satisfy full capacity needs...”). The 2025 IRP does not identify this need or any resources. *E.g.* 2025 IRP Main Doc., Dkt. No. 56002 (Jan. 31, 2025) at 11 (“investigating additional resource options to meet customer needs should the [Winter 2027/2028 BESS RFP] be insufficient to fill all capacity needs.”); *id.* at 13 (“investigating additional resource options to meet customer needs should the [2029-2031 All-Source] RFP be insufficient to fill all capacity needs”).

⁶² Application for Supplemental Resources at 2; OCGA §§ 46-3A-1(6) and 46-3A-8.

⁶³ OCGA § 46-3A-8.

⁶⁴ Newsome et al. at 38:5-9.

and statements at the last hearing,⁶⁵ we read this language, in conjunction with paragraph 5, to say that Georgia Power must update the Commission when a project's estimated cost will exceed the certified amount. However, Georgia Power cannot file to revise the certified amount until the timeframe stated in paragraph 6.

We further read these paragraphs to expressly revoke Georgia Power's ability to ask for intermediate cost-approval (or disapproval) under Georgia Code section 46-3A-7(b) to verify and approve (or disapprove) expenditures on an ongoing basis upon Georgia Power's motion. This is important since the effect of such intermittent verification would be to shift the burden of excluding cost overruns from rate base away from Georgia Power.⁶⁶ We ask the Commission to clarify its intent with respect to Paragraphs 5 and 6 of the stipulation in the context of the statutory framework for intermittent review of cost overruns.

VI. The Stipulation provides no guidance on mitigation strategies available to Georgia Power. The Commission should order heightened monitoring and prioritize batteries and PPAs.

The Stipulation gives up Staff's conditional certification protections, whereby Georgia Power would be required to produce signed contracts to back up new resources with some cost protections before the resource is certified. Instead, if the load does not materialize, the Stipulation would rely on after-the-fact protections to limit the impact to existing customers: mitigation strategies to cancel projects or not replace existing PPAs. Each of these strategies present associated costs (such as cost of construction completed up to the point of cancellation).⁶⁷ Further,

⁶⁵ See December Hearing at 3:50:58 (The Stipulation "allows the Commission to evaluate total cost impacts with better information about actual load materialization.").

⁶⁶ OCGA § 46-3A-7(b) and (c).

⁶⁷ Trokey et al. at 41:9-15; see OCGA § 46-3A-6.

the Stipulation provides no guidance for either (1) how to monitor whether such modifications to the certified resources are necessary or (2) which resources or projects to cancel first.

Staff testified in support of the Stipulation, in response to a question from Chairman Shaw, that the currently speculative “load will materialize or the contracts will be executed over the next 6-to-12 months. . . . To the extent that the contracts are not executed, then that gives the Commission time to take action to redirect the Company’s investments and it gives them time to take the mitigating actions that they’ve referenced. . . .”⁶⁸

We recommend first that the Commission order quarterly monitoring of load growth, both organic and large load, with an opportunity for comment from Staff and Intervenors, to track progress or lack thereof and potentially limit any sunk costs. For large loads, in addition to pipeline updates, this monitoring should include updated load realization models demonstrating the projected metered load that needs to be served. For organic growth, this monitoring should include, at a minimum, updated peak demand reporting—as compared to B2026 projections—and written notes reflecting any longer-term shifts that may impact organic growth.⁶⁹

Second, while our primary recommendation is that the Commission only plan to actual need and adopt a modified version of Staff’s direct testimony recommendations,⁷⁰ if the Stipulation is approved, we then recommend the Commission adopt in part Staff’s risk adjusted rankings, putting McIntosh Unit 12 first on the chopping block. As noted by Expert Witness Metz, McIntosh Unit 12 “is the highest cost I have seen for a CC plant in the United States.”⁷¹ Similarly, Staff ranked the McIntosh CC at the bottom of its list.⁷² Staff prioritized PPAs as lower risk due to not

⁶⁸ December Hearing at 3:53:54.

⁶⁹ See Response to PIA-18-7.

⁷⁰ Namely, Scenario 1 modified to address the errors identified in Scenario 2. With certification of the conditional certification resources proceeding based on expected metered load, not contracted load.

⁷¹ Direct Testimony of Lucy Metz, Dkt. Nos. 56298 & 56310 (Nov. 12, 2025) at 9:20-21 [Metz].

⁷² Newsome et al. at 28, 31 (excluding the one-year 50 MW PPA with Mississippi Power Company).

being subject to cost overruns or delays.⁷³ We further recommend modifying the rankings to explicitly prioritize BESS resources, to better match the contract length and risk profile of the new large loads.⁷⁴ These resources are for 20 years (rather than 45 for combined cycle plants) and they do not directly pollute the atmosphere, among other benefits.⁷⁵

CONCLUSION

There is not a demonstrated need for approval of 100% of Georgia Power's request for certification of new resources, and there is substantial reason for concern about the financial impacts of this request on existing customers. To protect the public interest, we recommend the Commission:

1. Adopt a policy to ensure existing customers are protected from bearing any of the costs of serving or preparing to serve large customers;
2. Order quarterly monitoring of load growth, both organic and large load, with an opportunity for comment from Staff and Intervenors; and
3. Adopt Staff's Scenario 1, conditional certification proposal, after modifying the forecast to include the latest data and the corrections to the forecast identified in Staff's testimony.
 - a. Alternatively, if the Commission adopts the Stipulation, adopt Staff's ranking of resources, as modified above to prioritize batteries over combined cycles, to guide mitigation strategies in the event load fails to materialize.

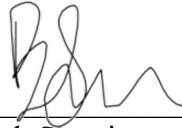
⁷³ Newsome et al. at 29:4-5.

⁷⁴ See Tr. at 421:5; see also Tr. at 481:23-483:3 (Georgia Power witness Valle testifying that he would not have what he considers "actionable" data on load materialization rates until data centers reach their full ramp load . . . in several years).

⁷⁵ Metz at 43.

4. We ask the Commission to clarify its intent with respect to Paragraphs 5 and 6 of the Stipulation in the context of the statutory framework for intermittent review of cost overruns.

Respectfully submitted this 16th day of December, 2025,



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STATE OF GEORGIA
BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re:

Georgia Power Company's)	
Application for the Certification)	Docket No. 56298
of Capacity from the 2029–2031)	
All-Source RFP)	

In Re:

Georgia Power Company's)	
Application for the Certification)	Docket No. 56310
of Capacity Supplemental Resources)	

EXHIBIT 1

From: [Hewitson, Steven J.](#)
To: [Amitav Kamani](#); [Gemignani, Linda](#); [Coffey, Angela](#); [Pryor, Allison](#); [Foo, Michael G.](#); [Marzo, Brandon F.](#)
Cc: [Bob Sherrier](#)
Subject: RE: Request for TS Large Load Contract - [REDACTED]
Date: Wednesday, November 12, 2025 11:44:24 AM

Amitav –

Thanks for reaching out. We appreciate and understand the interest in having access to these large load contracts, but Georgia Power is not disclosing the trade secret versions of the contract beyond the Public Service Commission and its Staff, who have reviewed and approved the contract. Customer contracts, especially the large load contracts, are individually negotiated and highly confidential. They contain competitive business information both for the Company as well as the large load customers, and Georgia Power is under non-disclosure agreements with the customers to maintain the confidentiality of the terms and conditions of these contracts. In addition, there is no current proceeding to which the details of these contracts are germane.

-Steve

Steven J. Hewitson

Partner

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From: Amitav Kamani <akamani@selc.org>
Sent: Friday, November 7, 2025 7:57 AM
To: Gemignani, Linda <Linda.Gemignani@troutman.com>; Coffey, Angela <Angela.Coffey@troutman.com>; Pryor, Allison <Allison.Pryor@troutman.com>; Foo, Michael G. <Michael.Foo@troutman.com>; Hewitson, Steven J. <steven.hewitson@troutman.com>; Marzo, Brandon F. <Brandon.Marzo@troutman.com>
Cc: Bob Sherrier <bsherrier@selc.org>
Subject: Request for TS Large Load Contract - [REDACTED]

CAUTION: This message came from outside the firm. DO NOT click links or open attachments unless you recognize this sender (look at the actual email address) and confirm the content is safe.

Hi there,

Could we please get access to the TS version of the executed [REDACTED] large load contract filed in Docket No. 44280?

Thank you in advance,

Amitav Kamani (he/him)

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CERTIFICATE OF SERVICE

I certify that the foregoing **Post-Hearing Brief on behalf of Georgia Interfaith Power & Light and Southface Energy Institute** was filed with the Public Service Commission in Docket Nos. 56298 and 56310 by electronic delivery on the 16th of December, 2025. An electronic copy of same was served upon all parties listed below by electronic mail as follows:



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