

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re:)
)
Georgia Power Company's Application For) Docket No. 13140-U
Interruptible Service Options)
)

JOINT MOTION FOR APPROVAL OF STIPULATION

COME NOW the undersigned Parties ("the Stipulating Parties"), all of whom jointly request that the Georgia Public Service Commission ("Commission") approve the terms of this Joint Stipulation and issue orders resolving the issues addressed in the proceeding in accordance with the terms of the Joint Stipulation. In support of this motion, the Stipulating Parties state that:

1. As a result of negotiations to which all parties to Docket No. 13140-U were invited, the Parties have reached this Joint Stipulation which provides for a mutually satisfactory resolution of the issues in this proceeding.

2. The Parties agree that the terms and conditions of the Joint Stipulation provide for a just and reasonable resolution of all of the matters before the Commission in this proceedings and that approval of the Joint Stipulation is in the public interest and will result in an efficient and effective discharge of the Commission's statutory responsibilities.

3. If the Commission does not enter appropriate orders approving the Joint Stipulation in its entirety, the Joint Stipulation will be deemed to be null and void and shall not constitute any part of these proceedings or be used for any other purpose.

4. The negotiations of this Joint Stipulation have been undertaken by the Parties with the understanding and expectation that all offers of settlement and discussions and documents related thereto are and shall be privileged, shall be without prejudice to the positions of any party in the event the motion is denied, and are not to be used in any manner in connection with these or any other proceedings, except as may be necessary in a proceeding for the purpose of securing enforcement of the terms and conditions of the Joint Stipulation.

5. Except as expressly agreed by the Parties to this Joint Stipulation, neither this Joint Stipulation nor the Motion shall be construed as a waiver or admission by any party of any position that has been previously taken in this proceeding.

6. This Joint Stipulation shall not be deemed in any respect to constitute an admission by any party that any allegation or contention in this proceeding is true or false, and the willingness of the Parties to enter into this Joint Stipulation is dependent on the continual inclusion of each and every term in the Joint Stipulation.

7. This Joint Stipulation shall be binding on all signatories hereto. This Joint Stipulation is entered into for the purposes of settlement and compromise only and shall not be binding on any party if it is not accepted by the Commission and incorporated in its entirety in the final orders issued in these proceedings. Furthermore, if adopted, and except as necessary to effectuate the agreements contained herein, this Joint Stipulation shall not be taken in any subsequent case as precedent or construed as a waiver by any party of any legal rights. The mutual promises and covenants herein are considered necessary to secure the obligations of the Stipulating Parties.

8. This Joint Stipulation may be executed in any number of counterparts, all of which shall constitute one and the same Joint Stipulation.

JOINT STIPULATION

Based upon the foregoing, the Parties agree as follows and they respectfully request the Commission to enter Orders which adopt this Joint Stipulation as the resolution of these proceedings:

1. The Parties agree that the Company's Demand Plus Energy Credit ("DPEC-1") tariff should be adopted as filed by the Company with the following modifications:
 - a.) The demand credit rate shall be \$25 /kW (for the 100 hour option); \$19 /kW (for the 50 hour option) and \$14 /kW (for the 25 hour option);
 - b.) The annual demand credit shall be paid to customers in four equal amounts in each of the summer months of June through September;
 - c.) Georgia Power will consider any alternative payment options which are shown to minimize the tax burden on DPEC-1 customers; and,
 - d.) A customer on the DPEC-1 tariff shall be allowed two 30 minute periods of "forgiveness" each calendar year during which periods of forgiveness no penalty will be assessed for the failure to respond to an IS curtailment.

2. The Parties agree that the Company's Daily Energy Credit ("DEC-1") tariff should be adopted as filed by the Company with the following modifications:
 - a.) The DEC-1 tariff should include the following specific details as outlined in the Direct Testimony Mr. Dan Cearfoss and as agreed to the Company's Rebuttal Testimony:
 - 1.) The minimum load required to be eligible for the tariff;
 - 2.) The time period that the DEC credit will be offered;

- 3.) The time that the price will be posted;
 - 4.) The time period customers are expected to curtail;
 - 5.) The time customers must confirm participation; and
 - 6.) The specific tariffs to which this rider is or is not available; and
- b.) The maximum DEC credit price should be calculated such that a minimum savings of 1 cent per kWh is generated; and
 - c.) The Parties will work together to create a pilot program, to be effective for the summer of 2001 if possible, which will allow RTP-DA customers to participate in the DEC program.
3. The Parties agree that the existing IS and IS-SBG tariffs will not be available to any new customers as of the date of approval of this Joint Stipulation by the Commission. Any current IS or IS-SBG customers on those tariffs before the date this Joint Stipulation is approved by the Commission will be allowed to stay on the IS and IS-SBG, as applicable, until September 30, 2004. The IS and IS-SBG tariffs will no longer be available to any customers after September 30, 2004.

Agreed to this ____ day of March, 2001.

Kevin C. Greene
for Georgia Power Company

Daniel R. Cearfoss, Jr.
for The GPSC Staff

Randall D. Quintrell
for The Georgia Industrial Group

Peyton S. Hawes, Jr.
for the Georgia Textile Manufactures Association