



Utility Committee Meeting

AGENDA

March 4, 2008

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Discussion / Approval - Raw Water Main Design](#)
2. [Discussion / Approval - Request for Bids on Building Projects at Warehouse and Training Center.](#)
3. [Discussion / Approval - Electric Cities Agreement for Emergency Assistance](#)
4. [Approval - Plant Vogtle Confidentiality Agreement](#)

III. ADJOURN



Utility Committee Meeting

AGENDA

March 4, 2008

Item:

Discussion / Approval - Raw Water Main Design

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Raw Water Main Design Letter](#)

HOFSTADTER AND ASSOCIATES, INC.
CIVIL/ENVIRONMENTAL/TRANSPORTATION
CONSULTING ENGINEERS
4571 ARKWRIGHT ROAD
MACON, GEORGIA 31210
(478) 757-1169
FAX: 471-1646

February 25, 2008

Mr. Julian Jackson
City Administrator
City of Monroe
P.O. Box 1249
Monroe, GA 30655

RE: General
Raw Water Supply Main
Monroe, Georgia
H&A File No. 5035-010

Dear Julian:

Please consider this letter and the attached letter dated February 4, 2008 from Wiedeman & Singleton, Inc. as Hofstadter and Associates' Fee Proposal to assist the City in the final design, permitting, bid assistance, construction observation and NPDES Storm Water Monitoring. Our fees for the aforementioned services are as follows:

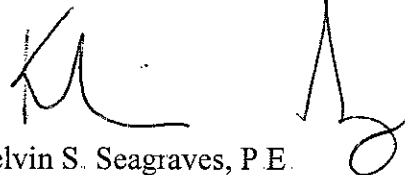
Hofstadter and Associates, Inc. (Pre-Bid Services Billed By The Hour):	\$ 10,000.00
Wiedeman & Singleton, Inc.	\$ 45,375.00
Construction Observation	\$ 60,000.00
NPDES Storm Water Monitoring (6 Mo. @ \$2,500.00/Mo.)	\$ 15,000.00

Julian, if this meets with your approval, please execute the bottom of this letter, return an executed copy to me and retain a copy for your file.

If you should have any questions or need additional information, please don't hesitate to call.

Sincerely,

HOFSTADTER AND ASSOCIATES, INC.



Kelvin S. Seagraves, P.E.
Vice-President

Encs.
KSS/jas

Accepted: City of Monroe

Item # 1



Utility Committee Meeting

AGENDA

March 4, 2008

Item:

Discussion / Approval - Request for Bids on Building Projects at Warehouse and Training Center.

Department:

Electric and Telecommunications

Additional Information:

There are three buildings to be built. First is the new warehouse. This is to house new equipment and trucks. Next is a foreman's office. This will allow us to move the foreman out of City Hall and streamline work orders. Last is a training center at the sewer plant.

Financial Impact:**Budgeted Item:****Recommendation / Request:**

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Attachments / click to download



Utility Committee Meeting

AGENDA

March 4, 2008

Item:

Discussion / Approval - Electric Cities Agreement for Emergency Assistance

Department:

Electric and Telecommunications

Additional Information:

Our Emergency Assistance Agreement is out of date. This could cause us to lose FEMA funds during a storm restoration.

Financial Impact:**Budgeted Item:****Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

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 [Electric Cities Emergency Agreement](#)

AGREEMENT FOR EMERGENCY ASSISTANCE

WITNESS THIS AGREEMENT, to be made effective the day of October 10, 2000, by and between the City of the State of Georgia which has executed this Agreement as the party signatory hereto (herein the "City") for the benefit of each municipality who shall have also executed and delivered to Electric Cities of Georgia (herein "Electric Cities") an identical Agreement for Emergency Assistance, and who shall not have terminated such Agreement, at the time emergency assistance is requested (herein referred to singularly as a "Beneficiary" or collectively as the "Beneficiaries").

WHEREAS, the City and the Beneficiaries are authorized under the laws of the State of Georgia to enter into Agreements with each other to provide mutual aid and assistance in restoring essential services in the event of natural disasters or other emergencies; and

WHEREAS, the mutual aid agreements may include provisions for furnishing personnel, equipment, apparatus, supplies and materials; and

WHEREAS, the City is willing to provide personnel, equipment, apparatus, supplies and materials to the Beneficiaries under the terms and provisions hereinafter provided.

NOW, THEREFORE, in consideration of the Beneficiaries executing and delivering identical Agreements for Emergency Assistance, IT IS AGREED:

1. **Term.** The term of this Agreement shall commence upon the execution and delivery of this Agreement to Electric Cities by the City and shall continue until terminated by the City at any time by giving Electric Cities thirty (30) days prior written notice of its desire to so terminate this Agreement. Termination of this Agreement shall not affect the City's

indemnification obligations under Sections 4 and 5 hereof, or any other accrued liability or obligation hereunder, including, without limitation, the obligation of a Beneficiary to pay amounts due hereunder.

2. **Emergency Assistance.** In the event of a natural disaster or other emergency affecting a Beneficiary's electric system, the City, upon the request of said Beneficiary, shall furnish to said Beneficiary manpower, equipment, apparatus, supplies and materials from its electric department as required by said Beneficiary; provided, however, that the City shall not be required to imperil the operation of its electric system or other City services, and it shall be the sole and absolute judge of its ability and capacity to furnish manpower, equipment, apparatus, supplies and materials when requested; provided further, that nothing in this Agreement shall be construed to deprive the City of its discretion to decline to send its personnel, equipment, supplies, materials or apparatus in aid of a Beneficiary under any circumstances, whether or not obligated by contract to do so, and neither the City, nor any of its officers, agents, or employees may be held liable in any civil or criminal action for declining to send personnel, equipment, apparatus, supplies or materials to a Beneficiary under this Agreement.

3. **Compensation for Emergency Assistance.** A Beneficiary receiving assistance from the City pursuant to this Agreement shall compensate the City as follows:

- a) **Manpower.** A Beneficiary shall pay the City for the use of its officers, agents and employees of the city supplying Emergency Assistance under this Agreement an amount equal to the sum of the following:
 - i) for the first eight (8) hours per day, an amount equal to one and one-half times actual wages or salary, plus benefits paid to such officer, agent or

employee by the City an amount equal to two times actual wages or salary, plus benefits paid to such officer, agent or employee by the Municipality for each hour after the first eight hours per day or for each hour worked on the weekend or holidays that they are actively involved in providing emergency assistance pursuant to this Agreement, or other pay rates as may be mutually agreed to by City and the Beneficiary; and

- ii) all out-of-pocket costs and expenses of the City in furnishing said manpower, including without limitation, transportation expenses for travel to and from the disaster area.

Further, a Beneficiary receiving assistance under this Agreement in the form of manpower shall, if necessary, house and feed the personnel of the City actively involved in providing emergency assistance pursuant to this Agreement at its sole cost and expense.

- b) **Equipment and Apparatus.** A Beneficiary shall pay the City for the use of all equipment and apparatus furnished by the City in the provision of emergency assistance pursuant to this Agreement at a rate or rates mutually agreed upon by the City and said Beneficiary negotiating in good faith; provided, however, that such rate shall not significantly exceed the prevailing rental rate(s) for similar equipment and apparatus.
- c) **Materials and Supplies.** A Beneficiary shall pay to the City, for all supplies and materials provided by the City in rendering emergency assistance pursuant to this Agreement, the replacement cost of the supplies and materials so provided.

4. **Indemnification.** A Beneficiary receiving emergency assistance pursuant to this Agreement hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the City, and its officers, agents and employees from and against any and all loss, liabilities, claims, damages, fines, penalties, clean-up costs and other pollution-related damages, and all costs, fees (including attorneys' fees) and expenses related thereto, resulting or arising (directly or indirectly) out of, or in any way connected with the provision of emergency assistance to said Beneficiary hereunder, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of the City or its officers, agents or employees, except those resulting solely from the willful acts or omissions of the City or its officers, agents or employees.

5. **Participation of Electric Cities.** Electric Cities shall endeavor to notify the City and the Beneficiaries of those municipalities that have executed and delivered an Agreement for Emergency Assistance, and shall, from time to time, provide an updated list of municipalities that have executed identical Agreements for Emergency Assistance, and/or terminated their Agreement for Emergency Assistance. The City hereby acknowledges that Electric Cities shall not be responsible for the provision of emergency services hereunder or any liability hereunder and the City hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless Electric Cities and its officers, agents, and employees from and against any and all loss, liabilities, claims and damages, fines, penalties, clean-up costs and other pollution-related damages and all costs, fees (including attorneys' fees) and expenses related thereto, resulting or arising (directly or indirectly) out of or in any way connected with the provision of any such list, or update thereof, the provision of emergency assistance by the City hereunder, or this

Agreement, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of Electric Cities, or its officers, agents or employees.

6. **Personnel of the City.** Personnel furnished by the City pursuant to this Agreement shall be conclusively deemed, for all purposes, to remain officials and employees of the City and while providing aid hereunder, such personnel shall retain all rights, privileges, immunities and benefits, including without limitation, coverage under the applicable Workmen's Compensation Act, as they enjoy while performing their normal duties for the City.

7. **Counterparts.** Each of the Beneficiaries shall have executed and delivered to Electric Cities an identical Agreement for Emergency Assistance. During the term of this Agreement, the City shall be entitled to all the rights of a Beneficiary under such other Agreements for Emergency Assistance. The City shall also be subject to all the provisions of, and liable for all obligations incurred by it as a Beneficiary under, another Agreement for Emergency Assistance and the termination, hereof shall not affect any accrued obligation or liability of the City hereunder.

8. **Modification.** This Agreement shall not be amended, modified, or otherwise changed except when done so in writing and upon the prior written consent of all the Beneficiaries, who at that time have not terminated their Agreements for Emergency Assistance, or given notice of the termination thereof. However, the City hereby acknowledges that each of the Beneficiaries may also provide or receive emergency assistance under understandings or agreements other than an Agreement for Emergency Assistance without in any way affecting the validity of this Agreement and without the necessity of obtaining the assent of any other Beneficiary.

IN WITNESS WHEREOF, the City has executed and sealed this Agreement by the authority of its governing body duly given to be effective the day and year first above written.

CITY OF _____

BY: _____

TITLE: _____

ATTEST:

CITY CLERK (SEAL)



Utility Committee Meeting

AGENDA

March 4, 2008

Item:

Approval - Plant Vogtle Confidentiality Agreement

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Confidentiality Agreement Vogtle](#)

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of the 1st day of February, 2008, by and between the Municipal Electric Authority of Georgia (the "Disclosing Party" or "MEAG Power") and the undersigned party (the "Recipient").

WHEREAS, the Disclosing Party (MEAG Power) is a party to an Amended and Restated Confidentiality Agreement, dated as of February 1, 2008 (as amended to date, the "Contractor Confidentiality Agreement"), by and among Westinghouse Electric Company LLC ("Westinghouse"), Stone & Webster, Inc. (A Shaw Group Company) ("Stone & Webster"), Southern Nuclear Operating Company, Inc., Georgia Power Company ("GPC"), Oglethorpe Power Corporation (An Electric Membership Corporation) ("OPC"), the Municipal Electric Authority Of Georgia ("MEAG Power"), and the City Of Dalton, Georgia ("Dalton"), acting by and through its Board of Water, Light and Sinking Fund Commissioners (each of GPC, OPC, MEAG Power and Dalton being an "Owner");

WHEREAS, the Disclosing Party (MEAG Power) has been provided with certain Confidential and Proprietary Information (as defined in the Contractor Confidentiality Agreement) of Westinghouse and/or Stone & Webster, which the Disclosing Party (MEAG Power) desires to disclose to the Recipient in connection with the licensing, procurement or construction of the Additional Units at the Vogtle Electric Generating Plant located near Waynesboro, Burke County, Georgia (as defined in the Contractor Confidentiality Agreement);

WHEREAS, under the terms of the Contractor Confidentiality Agreement, the Disclosing Party (MEAG Power) and the Recipient are required to enter into this Agreement as a condition to disclosure of such Confidential and Proprietary Information to the Recipient;

NOW THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recipient acknowledges that it has reviewed and is familiar with the terms and conditions of the Contractor Confidentiality Agreement, including, without limitation, **Exhibit C** to such agreement. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings given such terms in the Contractor Confidentiality Agreement.
2. Recipient shall maintain the confidentiality of all Confidential and Proprietary Information disclosed to it hereunder, and shall not use such Confidential and Proprietary Information for any purpose other than the licensing, procurement, construction or development of the Additional Units ("the Purpose").

3. Recipient acknowledges that, in addition to any requirements of this Agreement, and except as provided in the Contractor Confidentiality Agreement with respect to attorneys of an Owner or Southern Nuclear, disclosure to it of Confidential and Proprietary Information shall not be made other than in accordance with the procedures set forth in **Exhibit C** to the Contractor Confidentiality Agreement and it agrees to comply with such procedures.

4. Upon the written request of the Disclosing Party (MEAG Power), the Confidential and Proprietary Information provided hereunder and any such copies or excerpts thereof shall be returned to the Disclosing Party (MEAG Power), or, at the sole option and request of the Disclosing Party (MEAG Power), Recipient shall destroy such information and any such copies and/or excerpts and certify in writing to the Disclosing Party (MEAG Power) that such information has in fact been destroyed.

5. Nothing herein shall apply to any information which is excluded from the definition of Confidential and Proprietary Information as provided in the Contractor Confidentiality Agreement.

6. It is mutually understood that nothing herein shall be construed as granting or implying any right under any letters patent, or to use any Confidential and Proprietary Information claimed therein, or as permitting Recipient to unfairly obtain the right to use Confidential and Proprietary Information which becomes publicly known through an improper act or omission on its part.

7. The Disclosing Party (MEAG Power), Westinghouse and Stone & Webster make no warranty or representation whatsoever as to the sufficiency or accuracy of the Confidential and Proprietary Information provided hereunder, the ability of Recipient to use the Confidential Information for its intended purpose, or as to the result to be obtained therefrom.

8. Neither the Disclosing Party (MEAG Power), Westinghouse, Stone & Webster, nor their suppliers or subcontractors of any tier shall be liable with respect to or resulting from the use (or the results of such use) or misuse of any Confidential and Proprietary Information furnished hereunder.

9. Nothing in this Agreement shall obligate the Disclosing Party (MEAG Power) to provide any specific information that it otherwise desires to withhold.

10. Recipient agrees to fully comply with all laws and regulations with regard to the Confidential and Proprietary Information transmitted hereunder.

11. Recipient, to the extent permitted by law, shall indemnify and hold the Disclosing Party (MEAG Power) harmless from and against all losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to any disclosure of Confidential and Proprietary Information by Recipient in violation of this Agreement.

12. Recipient shall not assign this Agreement.
13. Westinghouse and Stone & Webster are third party beneficiaries of this Agreement and shall have the right to enforce this Agreement directly against Recipient.
14. Disclosure of any Confidential and Proprietary Information to third parties in violation of this Agreement may cause the Disclosing Party (MEAG Power) to suffer irreparable harm for which there is not adequate legal remedy. Each Party acknowledges that, in such an event, immediate injunctive relief upon good cause found is an appropriate remedy. No Party shall be liable for any consequential, indirect, incidental, special or punitive damages arising from a disclosure in violation of this Agreement, including, without limitation, loss of profits or revenues, whether arising in contract or agreement, tort (including, without limitation, fraud, negligence, strict liability or breach of fiduciary duty), or under any other legal or equitable theory of law.
15. This Agreement shall be governed in accordance with the laws of the State of New York without giving effect to any choice of law, provision, or rule (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereto set their respective signatures
to this Agreement

DISCLOSING PARTY:

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

By: _____
Name: _____
Title: _____
Address: _____

RECIPIENT:

CITY OF MONROE

By: _____
Title: Mayor
Address: _____

Confidentiality Acknowledgement

In accordance with the provisions of that certain Amended and Restated Confidentiality Agreement, dated as of February 1, 2008 (the "Agreement"), by and among Westinghouse Electric Company LLC ("Westinghouse"), Stone & Webster, Inc. (A Shaw Group Company) ("Stone & Webster"), Southern Nuclear Operating Company, Inc., Georgia Power Company ("GPC"), Oglethorpe Power Corporation (An Electric Membership Corporation) ("OPC"), the Municipal Electric Authority Of Georgia ("MEAG Power"), and the City Of Dalton, Georgia ("Dalton"), acting by and through its Board of Water, Light and Sinking Fund Commissioners (each of GPC, OPC, MEAG Power and Dalton being an "Owner"), the undersigned hereby acknowledges to City of Monroe (the "Receiving Party") as follows:

(i) The Receiving Party has received or will be receiving certain Confidential and Proprietary Information as defined in the Agreement, which the Receiving Party desires to disclose to the undersigned in order to carry out the Purpose (as defined in the Agreement);

(ii) The undersigned has read and understands the restrictions and limitations on the use and disclosure of Confidential and Proprietary Information as set forth in the Agreement, a copy of which is attached hereto, and agrees to abide by the terms of the Agreement, including, without limitation, the procedures set forth in **Exhibit C** thereto;

(iii) The undersigned will maintain the confidentiality of all Confidential and Proprietary Information disclosed to the undersigned in accordance with the Agreement, which obligation continues following termination of the undersigned's employment or other association with the Receiving Party;

(iv) Without limiting the generality of the foregoing Clause (iii), the undersigned agrees that he or she will not leave Confidential and Proprietary Information unattended, or discuss Confidential and Proprietary Information in hallways, elevators or other places, in each case, where persons not permitted to have access to such information might be able to see such information or overhear the discussion.

DULY EXECUTED, as of the ____ day of _____, 2008

Signature

Name typed or printed

Title typed or printed

EXHIBIT C
TO
CONTRACTOR CONFIDENTIALITY AGREEMENT

PROCEDURES FOR DISCLOSURE OF
CONFIDENTIAL AND PROPRIETARY INFORMATION

1. Each Third Party Recipient receiving Confidential and Proprietary Information prior to receipt of such information (whether in oral or written form), shall have received a copy of these procedures and shall be required to sign an agreement substantially in the form of Exhibit A stating that it agrees to comply with these procedures.
2. All Confidential and Proprietary Information shall be prominently marked as “**Confidential Trade Secret Information—Subject to Restricted Procedures**” on each page thereof or if orally disclosed shall be identified at the time of disclosure as highly confidential trade secret information and subject to these procedures. Confidential and Proprietary Information may not be distributed electronically (but may be viewed electronically in an electronic data room established in accordance with the procedures in paragraph 5 below) and may only be disclosed and maintained in written or hard copy form in accordance with the procedures described below. Portions of summaries, power point presentations, reports or other documentation containing Confidential and Proprietary Information inclusive of specific price information or other specific terms included in either the Engineering, Procurement and Construction Agreement or Price Book, whether in draft or final form, shall be subject to the same procedures.
3. Confidential and Proprietary Information shall be disclosed only for the Purpose as defined in the Confidentiality Agreement, and only to the minimum number of persons that need to have access to such information for the Purpose. Where feasible, a redacted or edited version of such information shall be used. For example, whereas a consultant for a city may need to review detailed pricing information, it may be feasible to provide the City Council and its staff summaries of the conclusions reached by the consultant without the underlying details.
4. Copies of the Engineering, Procurement and Construction Agreement and Price Book, whether in draft or final form (the “Highly Confidential Information”), provided to the Owners and Southern Nuclear shall not be distributed in any form to any Third Party Recipient other than attorneys of the Owners and Southern Nuclear. In the event that a Third Party Recipient, other than the attorneys of the Owners and Southern Nuclear, to whom Confidential and Proprietary Information is permitted to be disclosed requests access to Highly Confidential Information, such Third Party Recipient shall be permitted to review the Highly Confidential Information only at the offices of an Owner or Southern Nuclear or of one of their attorneys. A log shall be kept of the name of the Third Party Recipient, the name of the staff person(s), the specific documents reviewed and the dates and times of access to the documentation. The Third Party Recipient shall not be permitted to make copies of the Highly Confidential Information or to remove the Highly Confidential Information from the room. No computers, cameras, cell phones with camera functions or copying

machines shall be permitted in the data room. Highly Confidential Information will not be provided or shown to potential lenders or rating agencies.

5. Confidential and Proprietary Information other than Highly Confidential Information may be accessed by a Third Party Recipient through an electronic data room maintained by an Owner or Southern Nuclear. The electronic data room shall require the following procedures at a minimum:
 - a. the use of passwords individually assigned only to persons that have signed an acknowledgment form substantially in the form of **Exhibit B**;
 - b. the maintenance of an electronic log of each person receiving a password;
 - c. each person receiving a password shall be informed that it cannot be distributed to others; and
 - d. the electronic data room site shall be closed after each use and/or a session timeout shall be used
6. All Confidential and Proprietary Information shall be maintained during non-business hours in a locked file cabinet or locked room, and during business hours shall not be left unattended, e.g., placed openly on a desk or table where persons not permitted to have access to such information might be able to view it. Confidential and Proprietary Information shall not be discussed in hallways or elevators or other places where persons not permitted to have access to such information might be able to overhear the discussion.
7. In the event that any public meetings are required to discuss the participation of any Recipient entity in the ownership or lease of the Additional Units or the purchase of power from an Additional Unit, Confidential and Proprietary Information shall be discussed only in executive session or other session in which the public is barred from participation, to the extent permitted by law.
8. Each Third Party Recipient that is a public entity or that is subject to the Georgia Open Records Act or other similar state or local laws, rules, regulations or ordinances shall take all actions permitted to be taken by law to protect the confidential and proprietary nature of Confidential and Proprietary Information. If a Third Party Recipient is required by law or an order of a Government Authority to disclose any Confidential and Proprietary Information, it shall promptly notify the respective Owner or Southern Nuclear, as the case may be, and shall seek a protective order or similar protection for such Confidential and Proprietary Information. If, in the opinion of its legal counsel and in the absence of a protective order or waiver, the Third Party Recipient is legally compelled to disclose Confidential and Proprietary Information, such person will disclose only the minimum amount of such information as, in the opinion of its legal counsel, is legally required.

AMENDED AND RESTATED CONFIDENTIALITY AGREEMENT

This **AMENDED AND RESTATED CONFIDENTIALITY AGREEMENT** (this "Agreement") is made and entered into as of February 1, 2008 (the "Effective Date"), among **GEORGIA POWER COMPANY, OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION)**, the **MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**, and the **CITY OF DALTON, GEORGIA**, acting by and through its Board of Water, Light and Sinking Fund Commissioners (each individually an "Owner" and, collectively, "Owners"), **SOUTHERN NUCLEAR OPERATING COMPANY, INC.** ("Southern Nuclear"), **WESTINGHOUSE ELECTRIC COMPANY LLC**, a Delaware limited liability company having a place of business in Monroeville, Pennsylvania ("WEC"), and **STONE & WEBSTER, INC. (A SHAW GROUP COMPANY)**, a Louisiana corporation having a place of business in Baton Rouge, Louisiana ("S&W"), each of which may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Southern Nuclear is providing services to Georgia Power Company, as agent for the Owners, in connection with the potential development of two additional nuclear generating units (the "Additional Units") at the existing site of the Vogtle Electric Generating Plant, located near Waynesboro, Burke County, Georgia (the "Site");

WHEREAS, WEC is engaged in the business of designing, developing and supplying and testing commercial nuclear facilities and has developed a pressurized water Nuclear Power Plant known as the AP1000 for which the U S Nuclear Regulatory Commission has issued a Standard Design Certification in the form of a rule set forth in Title 10, Part 52, Appendix D of the federal Code of Federal Regulations ("C.F.R.");

WHEREAS, S&W is engaged in the business of designing and constructing industrial and power generation facilities;

WHEREAS, Southern Nuclear has filed an application for an Early Site Permit for the Site as provided in federal Nuclear Regulatory Commission regulations in 10 C.F.R. Part 52;

WHEREAS, WEC and S&W desire to assist the Owners in evaluating the potential procurement and construction of and pursuing licensing and other governmental approvals for two AP1000 Nuclear Power Plants and related facilities, structures and improvements at the Site for incorporation into, and development of, the Additional Units (hereinafter "the Purpose");

WHEREAS, in the course of carrying out the Purpose, WEC or S&W has disclosed and may continue to disclose to other Parties certain Confidential and Proprietary Information (as defined in Section 1 below), or Southern Nuclear or an Owner has disclosed and may continue to disclose to WEC or S&W certain Confidential and Proprietary Information (a Party disclosing or otherwise claiming information to be Confidential and Proprietary Information hereunder sometimes being referred to as a "Disclosing Party", and a Party to whom such Confidential and Proprietary Information is disclosed sometimes being referred to as a "Receiving Party");

WHEREAS, in order to coordinate an Owner's request for information, including Confidential and Proprietary Information, originating from WEC or S&W, the Owners anticipate

the transmittal of requests for specific Confidential and Proprietary Information from time to time through Georgia Power Company's representative who has been designated by the Owners for information exchange related to the Additional Units;

WHEREAS, the Parties entered into a Confidentiality Agreement dated as of July 25, 2007 (the "Original Agreement") and now wish to amend and restate the Original Agreement in its entirety;

NOW THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1.

Confidential and Proprietary Information

For the purposes of this Agreement, "Confidential and Proprietary Information" means any and all information, data, matter or thing of a secret, confidential or private nature identified as "Confidential and Proprietary Information" or similar like designation by the Disclosing Party and relating to the business of the Disclosing Party or its affiliates or members, including, but not limited to, matters of a technical nature (such as know-how, processes, data and techniques), matters of a business nature (such as information about costs, schedule, pricing, profits, markets, sales, customers, suppliers, the Parties' contractual dealings with each other and the projects that are the subject-matter thereof), matters of a proprietary nature (such as information about patents, patent applications, copyrights, trade secrets and trademarks), other information of a similar nature, and any other information which has been derived from the foregoing information by the Receiving Party, including without limitation, any such information which was disclosed by the Disclosing Party to the Recipient on or prior to the Effective Date; *provided, however*, that Confidential and Proprietary Information shall not include information which: (a) is legally in possession of the Receiving Party prior to receipt thereof from the Disclosing Party; (b) the receiving Party can show by reasonable evidence to have been independently developed by the Receiving Party or its employees, consultants, affiliates, members, or agents; (c) enters the public domain through no fault of the Receiving Party or others within its control; or (d) is disclosed to the Receiving Party by a third party, without restriction or breach of an obligation of confidentiality to the Disclosing Party

Information provided orally shall be deemed "Confidential and Proprietary Information" if the Disclosing Party states that such information is confidential at the time of such disclosure.

Nothing in this Agreement shall obligate any Party to furnish any specific type of Confidential and Proprietary Information to any other Party hereunder

In the event that an Owner desires specific information from WEC or S&W in addition to information provided in the ordinary course to the Owners, including Confidential and Proprietary Information, such Owner will provide a written request for additional information to Georgia Power Company's representative who has been designated by the Owners for information exchange related to the Additional Units ("Designated Representative"). Consistent

with existing understandings between the Owners, the Designated Representative will diligently transmit or provide for the transmittal of the request to WEC or S&W, as appropriate.

2.

Protection of Confidential and Proprietary Information

With respect to Confidential and Proprietary Information provided by an Owner or Southern Nuclear to WEC or S&W, title to such Confidential and Proprietary Information and all copies made by or for WEC or S&W in whole or in part from such Confidential and Proprietary Information remains with the Owner or Southern Nuclear, as the case may be. Each of WEC and S&W agrees that it will not, during or after the term of this Agreement as provided in Section 6 below, disclose any Confidential and Proprietary Information disclosed to it by an Owner or Southern Nuclear to any person (other than potential vendors or subcontractors ("Subcontractors")), as required for the performance of Purpose, *provided* that each such Subcontractor is informed of the confidential nature of the Confidential and Proprietary Information disclosed to it and the restrictions imposed hereunder, and each of WEC and S&W shall be liable for any use or disclosure by any such Subcontractor in violation of the terms hereof) or to the general public for any reason or purpose whatsoever without the prior written consent of the Owner or Southern Nuclear, as the case may be, and that such Confidential and Proprietary Information received by WEC or S&W shall be used by it exclusively in connection with the Purpose. Nothing herein grants the right to WEC or S&W (or implies a license under any patent) to sell, license, lease, or cause to have sold any Confidential and Proprietary Information supplied by any Owner or Southern Nuclear under this Agreement. However, nothing herein shall prevent WEC or S&W from disclosing Confidential and Proprietary Information of an Owner or Southern Nuclear as required by law or an order of a Government Authority; *provided* that WEC or S&W, as applicable, shall give the applicable Owner or Southern Nuclear, as the case may be, reasonable notice so as to allow such Party to seek a protective order or similar protection. If, in the opinion of its legal counsel and in the absence of a protective order or waiver, WEC or S&W is legally compelled to disclose such Confidential and Proprietary Information, WEC or S&W, as applicable, will disclose only the minimum amount of such information or data as, in the opinion of its legal counsel, is legally required. In any such event, WEC or S&W, as applicable, agrees to use good faith efforts to ensure that such Confidential and Proprietary Information that is so disclosed will be accorded confidential treatment and not disclosed to the public.

With respect to Confidential and Proprietary Information provided by WEC or S&W to the Owners and Southern Nuclear, title to such Confidential and Proprietary Information and all copies made by or for an Owners or Southern Nuclear in whole or in part from such Confidential and Proprietary Information remains with WEC and/or S&W, as applicable. Each Owner and Southern Nuclear agrees, during and after the term of this Agreement as provided in Section 6 below, not to use Confidential and Proprietary Information provided by WEC or S&W or copies thereof other than for the Purpose and compliance with laws as provided below. Nothing herein grants the right to Owners (or implies a license under any patent) to sell, license, lease, or cause to have sold any Confidential and Proprietary Information supplied by WEC or S&W under this Agreement.

Each of Owner and Southern Nuclear, on behalf of itself and not jointly, agrees to keep such Confidential and Proprietary Information confidential, to include WEC and S&W's confidential or proprietary markings as provided by WEC or S&W on all copies thereof and excerpts made therefrom, to use such Confidential and Proprietary Information only for the Purpose in accordance with this Agreement and not to sell, transfer, sublicense, disclose or otherwise make available any of such Confidential and Proprietary Information to others (other than affiliates or members) except as permitted by this Agreement. However, nothing herein shall prevent an Owner, the Owners, or Southern Nuclear from disclosing Confidential and Proprietary Information of WEC or S&W or their affiliates as required by law or an order of a Government Authority; *provided* that the Owner or Southern Nuclear, as the case may be, shall give WEC and S&W reasonable notice so as to allow WEC or S&W, as applicable, to seek a protective order or similar protection. If, in the opinion of its legal counsel and in the absence of a protective order or waiver, an Owner or Southern Nuclear, as the case may be, is legally compelled to disclose Confidential and Proprietary Information, such Party will disclose only the minimum amount of such information or data as, in the opinion of its legal counsel, is legally required. In any such event, such Party will use good faith efforts to ensure that Confidential and Proprietary Information that is so disclosed will be accorded confidential treatment and not disclosed to the public.

3.

Governmental Approvals

For the purposes of this Agreement, "Government Approval" means an authorization, consent, approval, clearance, license, ruling, permit, tariff, certification, exemption, filing, variance, order, judgment, no-action or no-objection certificate, certificate, decree, decision, declaration or publication of, notices to, confirmation or exemption from, or registration by or with a Government Authority relating to the licensing, procurement, and construction of the Additional Units at the Site (the "Facility").

For the purposes of this Agreement, "Government Authority" means a federal, state, county, city, local, municipal, foreign or other government or quasi-government authority or a department, agency, subdivision, court or other tribunal of any of the foregoing that has jurisdiction over an Owner, Southern Nuclear, WEC, S&W, the Facility or the activities that are the subject of this Agreement, including but not limited to the federal Nuclear Regulatory Commission, the federal Rural Utilities Service, and the State of Georgia Public Service Commission.

The Parties recognize that, in the normal course of development of the Facility, Governmental Approvals will be sought by the Owners and Southern Nuclear or by WEC or S&W and may require voluntary disclosure of Confidential and Proprietary Information. In the disclosure of any Confidential and Proprietary Information by a Receiving Party for the Purpose to a Governmental Authority, or in securing Government Approvals from any Government Authority, each Owner, Southern Nuclear, WEC and S&W will cooperate to minimize the amount of such information furnished consistent with the interests of the Disclosing Party and the requirements of the Government Authority involved and, consistent with the requirements of Governmental Authorities, seek to protect such Confidential and Proprietary Information from public disclosure.

Nothing herein shall prevent any Receiving Party from disclosing to the appropriate Government Authority any noncompliance or violation of law within the jurisdiction of such Government Authority.

4.

Disclosure to Owners' Affiliates and Members; Disclosure to Owners' Consultants

Each of the Owners and Southern Nuclear, on behalf of itself and not jointly, agrees that any Confidential and Proprietary Information which is disclosed to it shall not be disclosed other than as permitted under this Agreement to any other entity or to any person who is not (a) an officer, director, employee or affiliate, respectively, of the Party; (b) a municipal participant or cooperative member of an Owner; (c) a bulk power purchaser with which an Owner is negotiating for the potential sale of electrical output from one or more of the Additional Units; (d) an outside legal, consulting or accounting firm engaged by an Owner, Southern Nuclear or an entity described in clause (b) or (c); or (e) the lessors, mortgagees and security deed holders, including prospective lessors, mortgagees or security deed holders, of any of the Owners and any credit rating agencies and other financing entities that need-to-know such information in connection with the financing of an Owner's interest in the Facility (each such entity or person in (b) through (e) above, a "Third Party Recipient"). Disclosure to a Third Party Recipient shall be exclusively in connection with the Purpose.

Each Third Party Recipient and affiliate to whom Confidential and Proprietary Information is to be disclosed shall first be required to enter into an agreement with the disclosing Owner or Southern Nuclear, as the case may be, the terms of which are substantially in the form of **Exhibit A** attached hereto; provided, however, the disclosing Owner or Southern Nuclear, as the case may be, shall only be required to undertake reasonable efforts to obtain confidentiality agreements from any credit rating agency. Each officer and employee of a Party or municipal participant or cooperative member and each director of a cooperative member of an Owner to whom Confidential and Proprietary Information is to be disclosed shall first be required to sign an acknowledgement, substantially in the form of **Exhibit B** attached hereto. The Owner or Southern Nuclear, as the case may be, will maintain a copy of all such signed agreements and acknowledgements, which will be made available to WEC and S&W upon written request. The directors of any Owner shall be advised orally of the Owner's confidentiality obligations

Disclosure of Confidential and Proprietary Information to a Third Party Recipient (other than an attorney of an Owner) shall be permitted only in accordance with the procedures set forth in **Exhibit C** attached hereto. WEC and S&W shall have the right to audit the logs and records of the Owners and Southern Nuclear from time to time upon reasonable notice to determine the identity of the Third Party Recipients and to verify compliance with the procedures of **Exhibit C**. Without limiting the foregoing, prior to the disclosure of Confidential and Proprietary Information to a Third Party Recipient of the type described in clause (c) of the first paragraph of this Section 4, the Owner or Southern Nuclear, as the case may be, shall obtain the written consent of WEC and S&W for such disclosure; such consent shall not be unreasonably withheld.

In no event shall Confidential and Proprietary Information be disclosed to a WEC Competitor. "WEC Competitor" means any Person that (a) as a part of its ongoing business,

designs or maintains products, equipment and/or services for nuclear power plants that could be used in place of, or eliminate the need for, any product, equipment or service for nuclear power plants designed or maintained by Westinghouse or (b) has indicated through public disclosures that it will on a going forward basis design or maintain any such product, equipment or service

Should an Owner or Southern Nuclear, as the case may be, discover a breach of the terms and conditions of its agreement with the Third Party Recipient, the Owner or Southern Nuclear, as the case may be, will promptly notify WEC and S&W of such breach and, upon request, provide to WEC and S&W necessary information and support pertaining to any suit or proceeding brought by WEC or S&W against the Third Party Recipient for such breach.

Neither WEC nor S&W shall be responsible to any Owner or Southern Nuclear for the consequence of the use or misuse of WEC or S&W's Confidential and Proprietary Information by third parties.

5.

Return or Destruction

Upon the request of the Disclosing Party, a Receiving Party shall return the original and all copies (including but not limited to any copies contained in computer or electronic files) of Confidential and Proprietary Information to the Disclosing Party or, at the Receiving Party's election, destroy such information and certify the destruction thereof to the Disclosing Party; *provided, however*, that the Receiving Party shall not be required to return or destroy backup copies of electronic materials made routinely pursuant to the Receiving Party's network maintenance and backup procedures

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Term

This Agreement shall expire three (3) years from the Effective Date hereof unless extended in writing by the Parties hereto. The obligations of the Parties pursuant to Section 1 through 5 of this Agreement shall survive the termination of this Agreement and continue to bind the Parties (a) with respect to Confidential and Proprietary Information that constitutes trade secrets under applicable law, for so long as the information remains trade secret; and (b) with respect to all other Confidential and Proprietary Information, for a period of three (3) years from the date of termination.

7.

Impermissible Disclosure

Disclosure of any Confidential and Proprietary Information to third parties in violation of this Agreement may cause the Disclosing Party to suffer irreparable harm for which there is not adequate legal remedy. Each Party acknowledges that, in such an event, immediate injunctive relief upon good cause found is an appropriate remedy. No Party shall be liable for any consequential, indirect, incidental, special or punitive damages arising from a disclosure in

violation of this Agreement, including, without limitation, loss of profits or revenues, whether arising in contract or agreement, tort (including, without limitation, fraud, negligence, strict liability or breach of fiduciary duty), or under any other legal or equitable theory of law.

8.

Prior Agreement

With respect to the Facility at the Site, this Agreement supersedes the Confidential Information Exchange Agreement entered into between Southern Company and WEC dated January 12, 2006 relative to Confidential and Proprietary Information provided by WEC to representatives of the Owners prior to the Effective Date.

9.

Succession and Assignment.

This Agreement may not be superseded, amended, or modified except by written agreement of the Parties. Except as provided by Section 10, no Party may assign this Agreement without the prior written approval of the other Parties. Any purported assignment without such prior approval shall be null and void. The Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.

No Effect on Corporate Mergers or Reorganizations

Nothing in this Agreement shall preclude any Party from merging, or otherwise combining with other entities, internally reorganizing or reorganizing with affiliates; provided that the successor entity or entities assume the obligations of the predecessor(s) under this Agreement.

11.

Captions

The captions in this Agreement are provided for convenience only and shall not alter or modify the provisions of this Agreement.

12.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law, provision, or rule (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York.

13.
Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given: (i) upon receipt, when mailed by United States registered or certified mail, postage prepaid, return receipt requested; (ii) upon the next business day, when sent by overnight delivery, postage prepaid using a recognized courier service; or (iii) upon receipt, when sent by facsimile transmission, provided receipt of such facsimile transmission is confirmed before 5:00 P.M. ET by facsimile transmission or otherwise in writing. All notices shall be directed to the Parties at the address indicated below or to any other address as the Parties may designate by notice delivered pursuant to this provision.

To Southern Nuclear Operating Company, Inc:

Southern Nuclear Operating Company, Inc.
10 Iverness Center Parkway
Birmingham, Alabama 35242-4809
Facsimile No.: 205-992-6165
Attn: President and Chief Executive Officer

To Oglethorpe Power Corporation:

Oglethorpe Power Corporation
2100 East Exchange Place
Tucker, GA 30084-5336
Attention: Chief Operating Officer

To Georgia Power Company:

Georgia Power Company
241 Ralph McGill Boulevard
Atlanta, Georgia 30308
Facsimile No : 404-506-7985
Attention: President

To Municipal Electric Authority of Georgia:

Municipal Electric Authority of Georgia
1470 Riveredge Parkway, NW
Atlanta, Georgia 30328-4686
Facsimile No : 770-661-2812
Attention: President and CEO

To City of Dalton, Georgia:

The City of Dalton, Georgia
Board of Water, Light and Sinking Fund Commissioners
1200 V.D. Parrott, Jr. Parkway
Dalton, Georgia 30721
Facsimile No : 706-278-7230
Attention: Chief Executive Officer

To Westinghouse Electric Company, LLC:

Westinghouse Electric Company, LLC
Attn: Daniel Lipman
4350 Northern Pike
Monroeville, PA 15146

With a copy to:

Westinghouse Electric Company, LLC
Attn: General Counsel
4350 Northern Pike
Monroeville, PA 15146

To Stone & Webster, Inc :

Stone & Webster, Inc.
Attn: Ed Hubner
3 Executive Campus
Cherry Hill, NJ 08002

With a copy to:

Stone & Webster, Inc.
Attn: E. K. Jenkins
E&C Division Counsel
100 Technology Center Drive
Stoughton, MA 02072

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereto set their respective signatures to this Agreement

WESTINGHOUSE ELECTRIC COMPANY, LLC

By: _____

Name:

Its:

STONE & WEBSTER, INC. (A SHAW GROUP COMPANY)

By: _____

Name:

Its:

**OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)**

By: _____

Name: Thomas A. Smith

Its: President and Chief Executive Officer

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

By: _____

Name: Robert P. Johnston

Its: President and Chief Executive Officer

CITY OF DALTON, GEORGIA

**BY: BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS d/b/a
DALTON UTILITIES**

By: _____

Name: Don Cope

Title: President and Chief Executive Officer

GEORGIA POWER COMPANY

By: _____

Name:

Its:

SOUTHERN NUCLEAR OPERATING COMPANY

By: _____

Name: Joseph A. Miller

Title: Senior Vice President – Nuclear Development