

SECURITIES AND EXCHANGE COMMISSION

FORM 35-CERT

Certificate of compliance with terms by public utility company under Rule 24

Filing Date: **1995-07-28**
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FILER

SOUTHERN CO

CIK: **92122** | IRS No.: **580690070** | State of Incorporation: **DE** | Fiscal Year End: **1231**
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SIC: **4911** Electric services

Business Address
*64 PERIMETER CTR EAST
ATLANTA GA 30346
4043930650*

THIRTEENTH BANK LOAN CERTIFICATE OF NOTIFICATION
(Second Quarter - 1995)

Filed by

THE SOUTHERN COMPANY
ALABAMA POWER COMPANY
GEORGIA POWER COMPANY
GULF POWER COMPANY
MISSISSIPPI POWER COMPANY
SAVANNAH ELECTRIC AND POWER COMPANY
SOUTHERN ELECTRIC GENERATING COMPANY

Pursuant to orders of the Securities and Exchange Commission dated March 31, 1992, November 30, 1993 and February 16, 1994, in the matter of File No. 70-7937.

The Southern Company (SOUTHERN), Alabama Power Company (ALABAMA), Georgia Power Company (GEORGIA), Gulf Power Company (GULF), Mississippi Power Company (MISSISSIPPI) and Savannah Electric and Power Company (SAVANNAH) hereby certify to said Commission, pursuant to Rule 24, that, in accordance with the terms and conditions of and for the purposes represented by the statement on Form U-1, as amended, in the above matter and of said orders with respect thereto, during the second quarter of 1995, the above-mentioned companies issued or retired commercial paper, short-term notes/bank borrowings or term loans from banks (with maturities of up to three years from the date of borrowing) as follows:

SOUTHERN

Total short-term notes/bank borrowings outstanding at the end of second quarter 1995 - \$107,800,000.

ALABAMA

No short-term notes/bank borrowings are outstanding at end of second quarter 1995.

GEORGIA

Total short-term notes/bank borrowings outstanding at end of second quarter 1995 - \$187,200,000.

GULF

Information filed in a separate Certificate of Notification under File No. 70-8397.

MISSISSIPPI

Total short-term notes/bank borrowings outstanding at end of second quarter 1995 - \$112,000,000.

* Please Note that the total short-term notes/bank borrowing outstanding for the first quarter 1995 should have been reported at \$107,000,000 and not \$139,000,000.

-2-

SAVANNAH

Total short-term notes/bank borrowings outstanding at end of second quarter 1995 - \$31,000,000.

<TABLE>
<CAPTION>

ALABAMA

Commercial Paper

<S>	<C>	<C>	<C>	<C>
Issue Date	Maturity Date	Issuer	Principal Amount	Discount Rate
04/04/95	04/10/95	First Boston	\$ 5,006,000	6.050%
04/05/95	04/17/95	Bank of America	7,015,000	6.000
04/06/95	04/20/95	Merrill Lynch	30,070,000	5.975
04/07/95	04/21/95	Merrill Lynch	9,021,000	5.975
04/11/95	05/04/95	Bank of America	12,050,000	5.990
04/13/95	05/25/95	Merrill Lynch	15,106,000	5.990
04/17/95	05/23/95	Bank of America	32,200,000	5.990
04/18/95	05/19/95	Bank of America	20,105,000	5.980
04/20/95	04/27/95	Merrill Lynch	40,047,000	5.930
04/21/95	05/25/95	Bank of America	24,150,000	5.955
04/24/95	04/28/95	First Boston	3,002,000	5.920
04/28/95	06/08/95	Merrill Lynch	16,110,000	5.975
05/01/95	06/20/95	Bank of America	22,200,000	5.990
05/02/95	06/20/95	Merrill Lynch	21,173,000	5.990
05/04/95	06/27/95	Bank of America	15,150,000	5.960
05/09/95	07/06/95	Merrill Lynch	10,097,000	5.950
05/12/95	07/18/95	Bank of America	40,455,000	5.980
05/19/95	07/11/95	First Boston	22,196,000	5.970
05/23/95	07/13/95	Bank of America	15,130,000	5.960
05/23/95	07/20/95	Bank of America	26,255,000	5.960
05/25/95	06/22/95	Merrill Lynch	34,000,000	5.930
05/26/95	06/30/95	Bank of America	10,060,000	5.940
05/26/95	07/07/95	Bank of America	25,175,000	5.930
05/31/95	07/25/95	Bank of America	10,100,000	5.940
06/01/95	07/27/95	First Boston	19,180,000	5.940
06/06/95	08/08/95	Merrill Lynch	15,000,000	5.830
06/06/95	08/10/95	Merrill Lynch	14,304,000	5.830
06/08/95	07/31/95	Bank of America	16,150,000	5.920
06/09/95	07/25/95	Merrill Lynch	6,046,000	5.950
06/13/95	06/27/95	Bank of America	28,065,000	5.940
06/20/95	07/13/95	First Boston	29,112,000	5.970
06/22/95	07/10/95	Bank of America	25,075,000	5.960
06/23/95	06/29/95	Bank of America	17,020,000	5.950
06/27/95	07/20/95	Merrill Lynch	50,000,000	5.970
06/27/95	07/20/95	Merrill Lynch	13,242,000	5.970
06/29/95	07/07/95	Bank of America	26,050,000	6.000
06/30/95	07/11/95	Bank of America	11,025,000	6.120

</TABLE>

3

<TABLE>
<CAPTION>GEORGIA
Commercial Paper

<S>	<C>	<C>	<C>	<C>
Issue Date	Maturity Date	Issuer	Principal Amount	Discount Rate
04/03/95	07/06/95	Lehman Brothers	\$12,450,000	6.120%
04/03/95	07/05/95	NationsBank	20,000,000	6.110
04/03/95	07/06/95	NationsBank	5,000,000	6.110
04/04/95	06/05/95	NationsBank	19,000,000	6.080
04/04/95	06/05/95	Merrill Lynch	10,000,000	6.090
04/04/95	06/05/95	Lehman Brothers	10,000,000	6.080
04/07/95	07/07/95	Merrill Lynch	16,000,000	6.060
04/07/95	07/07/95	Lehman Brothers	15,700,000	6.060
04/17/95	07/17/95	NationsBank	10,000,000	6.050
04/17/95	07/17/95	Lehman Brothers	10,000,000	6.050
04/19/95	07/17/95	Lehman Brothers	7,000,000	6.040
04/20/95	07/17/95	Lehman Brothers	10,700,000	6.040

05/04/95	05/11/95	NationsBank	9,350,000	5.970
05/04/95	05/11/95	Merrill Lynch	13,000,000	5.970
05/05/95	06/05/95	Merrill Lynch	10,000,000	5.960
05/09/95	06/08/95	NationsBank	21,600,000	5.970
05/12/95	08/10/95	NationsBank	7,000,000	5.980
05/12/95	08/10/95	Lehman Brothers	8,350,000	5.990
05/12/95	08/10/95	Merrill Lynch	7,000,000	5.990
06/01/95	06/30/95	NationsBank	25,000,000	5.970
06/05/95	07/06/95	NationsBank	15,000,000	5.880
06/05/95	07/05/95	Merrill Lynch	34,200,000	5.920
06/08/95	07/10/95	Lehman Brothers	21,600,000	5.950

</TABLE>

Southern Electric Generating Company (SEGCO) hereby certifies to said Commission, pursuant to Rule 24, that, in accordance with the terms and conditions of and for the purposes represented by the statement on Form U-1, as amended, in the above matter and of said orders with respect thereto, SEGCO, during the second quarter of 1995, on the dates indicated below, issued short-term notes/bank borrowings or term loans from banks and other lenders as follows:

<TABLE>

<CAPTION>

AMSOUTH BANK OF ALABAMA, N.A.

<S>	<C>	<C>	<C>	<C>
	Loan Date	Due Date	Interest Rate	Principal Amount
	04/11/95	05/09/95	6.490%	\$10,000,000
	05/09/95	06/09/95	6.380	10,000,000
	06/09/95	07/12/95	6.440	4,900,000
	06/15/95	07/12/95	6.360	1,850,000
	06/23/95	08/09/95	6.360	2,800,000

4

SOUTHTRUST BANK AL., N.A.

Loan Date	Due Date	Interest Rate	Principal Amount
04/24/95	05/09/95	6.350%	\$ 2,100,000
05/09/95	06/09/95	6.410	10,000,000
06/09/95	08/09/95	6.350	10,000,000

COMPASS BANK

Loan Date	Due Date	Interest Rate	Principal Amount
04/17/95	05/09/95	6.450%	\$ 2,650,000
05/09/95	06/09/95	6.380	10,000,000
06/09/95	07/12/95	6.430	10,000,000

FIRST ALABAMA BANK

Loan Date	Due Date	Interest Rate	Principal Amount
04/11/95	05/09/95	6.550%	\$10,000,000
06/09/95	07/12/95	6.490	10,000,000

NATIONSBANK

Loan Date	Due Date	Interest Rate	Principal Amount
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04/11/95	05/09/95	6.5000%	\$10,000,000
05/09/95	06/09/95	6.4375	6,500,000
05/16/95	06/09/95	6.4375	50,000
05/24/95	06/09/95	6.4350	2,700,000
06/09/95	07/12/95	6.4375	5,000,000

TRUST COMPANY BANK

Loan Date	Due Date	Interest Rate	Principal Amount
04/11/95	05/09/95	6.5000%	\$10,000,000
05/09/95	06/09/95	6.4375	7,000,000
06/09/95	07/12/95	6.4375	5,000,000

5

FIRST UNION NATIONAL BANK OF GEORGIA

Loan Date	Due Date	Interest Rate	Principal Amount
04/11/95	05/09/95	6.5000%	\$10,000,000
05/09/95	06/09/95	6.4375	7,000,000
06/09/95	07/12/95	6.4375	5,000,000

</TABLE>

Attached are the following exhibits:

Exhibit

- A-2 (a) Sixteenth Note Modification Agreement between SEGCO and SouthTrust Bank of Alabama.
- A-2 (b) Eleventh Note Modification Agreement between SEGCO and Trust Company Bank.
- A-2 (d) Second Note Modification Agreement between SEGCO and NationsBank of Georgia, N.A.
- A-2 (e) Tenth Note Modification Agreement between SEGCO and Compass Bank.
- A-2 (f) Eighth Note Modification Agreement between SEGCO and First Union National Bank of Georgia.
- A-2 (h) Eighth Note Modification Agreement between SEGCO and AmSouth Bank, N.A.

6

SIGNATURE

Pursuant to the requirements of the Public Utility Holding Company Act of 1935, the undersigned companies have duly caused this certificate to be

signed on their behalf by the undersigned thereunto duly authorized.

Dated: July 27, 1995

ALABAMA POWER COMPANY

By: /s/ Wayne Boston
Wayne Boston, Assistant Secretary

GEORGIA POWER COMPANY

By: /s/ Wayne Boston
Wayne Boston, Assistant Secretary

GULF POWER COMPANY

By: /s/ Wayne Boston
Wayne Boston, Assistant Secretary

MISSISSIPPI POWER COMPANY

By: /s/ Wayne Boston
Wayne Boston, Assistant Secretary

SAVANNAH ELECTRIC AND POWER COMPANY

By: /s/ Wayne Boston
Wayne Boston, Assistant Secretary

SOUTHERN ELECTRIC GENERATING COMPANY

By: /s/ Wayne Boston
Wayne Boston, Assistant Secretary

THE SOUTHERN COMPANY

By: /s/ Wayne Boston
Tommy Chisholm, Secretary

SIXTEENTH NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 17th day of April, 1995, is between SOUTHERN ELECTRIC GENERATING COMPANY, an Alabama corporation ("Borrower"), and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Bank").

RECITALS

Borrower is indebted to Bank pursuant to its Promissory Note, dated December 22, 1982, as heretofore amended, executed by Borrower in favor of Bank in the face amount of \$10,000,000, as amended by the First Note Modification Agreement dated March 22, 1984, a Second Note Modification Agreement dated March 4, 1985, a Third Note Modification Agreement dated June 12, 1985, a Fourth Note Modification Agreement dated May 23, 1986, a Fifth Note Modification Agreement dated November 13, 1986, a Sixth Note Modification Agreement dated May 29, 1987, a Seventh Note Modification Agreement dated May 9, 1988, and Eighth Note Modification Agreement dated May 24, 1989, a Ninth Note Modification Agreement dated April 2, 1990, a Tenth Note Modification Agreement dated April 1, 1991, an Eleventh Note Modification Agreement dated March 1, 1991, a Twelfth Note Modification Agreement dated June 23, 1992, a Thirteenth Note Modification dated January 4, 1993, a Fourteenth Note Modification dated May 3, 1993, and a Fifteenth Note Modification Agreement dated April 8, 1994 (said Promissory Note, as so modified, being herein called the "Note").

Borrower and Bank desire to further amend the Note as herein provided.

-2-

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The maturity date of the Note is hereby extended from June 30, 1996 to June 30, 1997, by deleting the words and figures "June 30, 1996," as the same appear at the end of the first full paragraph of the Note and inserting in lieu thereof the words and figures "June 30, 1997."

2. Bank shall attach an executed copy of this Agreement to the original, executed Note, and the same shall be and become a part thereof.

3. Except as herein amended, the Note shall remain in full force and effect, and the Note, as so amended, is hereby ratified and affirmed.

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement, the day and year first above written.

SOUTHERN ELECTRIC GENERATING COMPANY

By: Art P. Beattie
Its Treasurer

SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION

By: T. Knudsen
Its Senior Vice President

ELEVENTH NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 17th day of April, 1995, is between SOUTHERN ELECTRIC GENERATING COMPANY, an Alabama corporation ("Borrower"), and TRUST COMPANY BANK ("Bank").

RECITALS

Borrower is indebted to Bank pursuant to its Promissory Note, dated April 15, 1986, as heretofore amended, in the face amount of \$10,000,000 ("Note").

Borrower and Bank desire to further amend the Note as herein provided.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The maturity date of the Note is hereby extended from May 31, 1996 to May 31, 1997, by deleting the words and figures "May 31, 1996," as the same appear at the end of the first full paragraph of the Note and inserting in lieu thereof the words and figures "May 31, 1997."
2. Bank shall attach an executed copy of this Agreement to the original, executed Note, and the same shall be and become a part thereof.
3. Except as herein and heretofore amended, the Note shall remain in full force and effect, and the Note, as so amended, is hereby ratified and affirmed.

-2-

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement, the day and year first above written.

SOUTHERN ELECTRIC GENERATING COMPANY

By: Art P. Beattie
Its Treasurer

TRUST COMPANY BANK

By: J. Christopher Deisley
Its Vice President

EIGHTH NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 17th day of April, 1995, is between SOUTHERN ELECTRIC GENERATING COMPANY, an Alabama corporation ("Borrower"), and FIRST UNION NATIONAL BANK OF GEORGIA ("Bank").

RECITALS

Borrower is indebted to Bank pursuant to its Promissory Note, dated January 3, 1989, as heretofore amended, in the face amount of \$10,000,000 ("Note").

Borrower and Bank desire to further amend the Note as herein provided.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The maturity date of the Note is hereby extended from June 30, 1996 to June 30, 1997 by deleting the words and figures "June 30, 1996" as the same appear at the end of the first full paragraph of the Note and inserting in lieu thereof the words and figures "June 30, 1997."

2. Bank shall attach an executed copy of this Agreement to the original, executed Note, and the same shall be and become a part thereof.

3. Except as herein amended, the Note shall remain in full force and effect; and the Note, as so amended, is hereby ratified and affirmed.

-2-

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement, the day and year first above written.

SOUTHERN ELECTRIC GENERATING COMPANY

By: Art P. Beattie
Its Treasurer

FIRST UNION NATIONAL BANK OF GEORGIA

By: Mara G. Holley
Its Vice President

TENTH NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 17th day of April, 1995, is between SOUTHERN ELECTRIC GENERATING COMPANY, an Alabama corporation ("Borrower"), and COMPASS BANK ("Bank").

RECITALS

Borrower is indebted to Bank pursuant to its Promissory Note, dated November 10, 1987, as heretofore amended, in the face amount of \$5,000,000 and modified on April 20, 1988, by the First Note Modification Agreement, to \$10,000,000 ("Note").

Borrower and Bank desire to further amend the Note as herein provided.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The maturity date of the Note is hereby extended from June 1, 1996 to June 1, 1997, by deleting the words and figures "June 1, 1996" as the same appear at the end of the first full paragraph of the Note and inserting in lieu thereof the words and figures "June 1, 1997."
2. Bank shall attach an executed copy of this Agreement to the original, executed Note, and the same shall be and become a part thereof.
3. Except as herein and heretofore amended, the Note shall remain in full force and effect; and the Note, as so amended, is hereby ratified and affirmed.

-2-

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement, the day and year first above written.

SOUTHERN ELECTRIC GENERATING COMPANY

By: Art P. Beattie
Its Treasurer

COMPASS BANK

By: Janet Brock
Its Vice President

EIGHTH NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 17th day of April, 1995, is between SOUTHERN ELECTRIC GENERATING COMPANY, an Alabama corporation ("Borrower"), and FIRST UNION NATIONAL BANK OF GEORGIA ("Bank").

RECITALS

Borrower is indebted to Bank pursuant to its Promissory Note, dated January 3, 1989, as heretofore amended, in the face amount of \$10,000,000 ("Note").

Borrower and Bank desire to further amend the Note as herein provided.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The maturity date of the Note is hereby extended from June 30, 1996 to June 30, 1997 by deleting the words and figures "June 30, 1996" as the same appear at the end of the first full paragraph of the Note and inserting in lieu thereof the words and figures "June 30, 1997."

2. Bank shall attach an executed copy of this Agreement to the original, executed Note, and the same shall be and become a part thereof.

3. Except as herein amended, the Note shall remain in full force and effect; and the Note, as so amended, is hereby ratified and affirmed.

-2-

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement, the day and year first above written.

SOUTHERN ELECTRIC GENERATING COMPANY

By: Art P. Beattie
Its Treasurer

FIRST UNION NATIONAL BANK OF GEORGIA

By: Mara G. Holley
Its Vice President

EIGHTH NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, dated this 14th day of April, 1995, is between SOUTHERN ELECTRIC GENERATING COMPANY, an Alabama corporation ("Borrower"), and AMSOUTH BANK N.A. ("Bank").

RECITALS

Borrower is indebted to Bank pursuant to its Promissory Note, dated October 2, 1989, as heretofore amended, in the face amount of \$10,000,000 ("Note").

Borrower and Bank desire to further amend the Note as herein provided.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The maturity date of the Note is hereby extended from June 1, 1996 to June 1, 1997, by deleting the words and figures "June 1, 1996" as same appear at the end of the first full paragraph of the Note and inserting in lieu thereof the words and figures "June 1, 1997."

2. Bank shall attach an executed copy of this Agreement to the original, executed Note, and the same shall be and become a part thereof.

3. Except as herein amended, the Note shall remain in full force and effect; and the Note, as so amended, is hereby ratified and affirmed.

-2-

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement, the day and year first above written.

SOUTHERN ELECTRIC GENERATING COMPANY

By: Art P. Beattie
Its Treasurer

AMSOUTH BANK N.A.

By: John M. Kettig
Its Senior Vice President