

**STREET AND AREA LIGHTING
 SCHEDULE 53**

AVAILABILITY

Available only for present Customers for installations being served prior to June 6, 1997 for high pressure sodium vapor street and area lighting to Customers for lighting roadways, parking lots, and other suitable readily-accessible areas as solely determined by the Company.

MONTHLY RATE

Nominal Lamp Size

<u>Overhead Service</u>	Distribution	Transmission	ITC/ITC-2(D)	Generation(I)
9,500 Lumen - 100 Watts... 51 kWh	\$9.28	*	\$0.01	\$4.76
22,000 Lumen - 200 Watts... 86 kWh	\$12.36	*	\$0.02	\$8.03
*50,000 Lumen - 400 Watts . 167 kWh	\$17.87	*	\$0.05	\$15.60

*Also available for floodlighting application.

Underground Service

Low Mount

9,500 Lumen - 100 Watts... 51 kWh	\$16.14	*	\$0.01	\$4.76
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High Mount Single Luminaire Per Pole

9,500 Lumen - 100 Watts... 51 kWh	\$29.32	*	\$0.01	\$4.76
22,000 Lumen - 200 Watts... 86 kWh	\$31.40	*	\$0.02	\$8.03
50,000 Lumen - 400 Watts . 167 kWh	\$34.10	*	\$0.05	\$15.60

High Mount Each Additional Luminaire Per Pole

9,500 Lumen - 100 Watts... 51 kWh	\$14.05	*	\$0.01	\$4.76
22,000 Lumen - 200 Watts... 86 kWh	\$16.13	*	\$0.02	\$8.03
50,000 Lumen - 400 Watts . 167 kWh	\$18.86	*	\$0.05	\$15.60

The transmission and generation charge applies only to Customers receiving PLR service from Company. These charges do not apply to Customers obtaining Competitive Energy Supply.

(D) Indicates Decrease
 (I) Indicates Increase

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**STREET AND AREA LIGHTING
 SCHEDULE 53 (Continued)**

Nominal Lamp Size	9,500 Lumen	22,000 Lumen	50,000 Lumen
Transmission Charges *	\$0.08	\$0.13	\$0.26
Ancillary Services:			
Scheduling, System Control & Dispatch	\$0.00	\$0.00	\$0.00
Energy Imbalance.....	\$0.00	\$0.00	\$0.00
Reactive & Voltage Control	\$0.01	\$0.02	\$0.03
Regulation & Frequency Response	\$0.01	\$0.02	\$0.03
Spinning Reserve	\$0.03	\$0.05	\$0.10
Supplemental Reserve.....	\$0.03	\$0.04	\$0.09

(I)

The transmission charges are based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to Federal Energy Regulatory Commission (FERC) approval.

Tax Adjustment Surcharge

The Tax Adjustment Surcharge included in this Tariff applies to charges under this Schedule.

Late Payment Charge

The above net rates apply if the current bill is paid in full within 15 days (30 days for Governmental accounts) of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days (30 days for Governmental accounts) of the date of the bill.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating. All lamps are lighted from dusk to dawn aggregating approximately 4,200 hours per year.

TERM

Standard Term

The initial term of the Agreement shall be five years except as provided in the paragraphs below. After the initial term, the Agreement shall remain in effect until cancelled by not less than 90 days prior written notice of cancellation.

(I) Indicates Increase

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WEST PENN POWER COMPANY

**STREET AND AREA LIGHTING
SCHEDULE 53 (Continued)**

Short Term

Short Term Service having an initial term of 30 days is available if the Customer makes an initial payment of the cost of installation, removal, and refurbishment of the luminaire bracket and luminaire in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable if the lighting remains in service for five years. After the initial term, the Agreement shall remain in effect until cancelled by not less than 30 days prior written notice of cancellation.

Long Term

Long Term Service having an initial term of ten years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until cancelled by not less than 90 days prior written notice of cancellation.

CONDITIONS

Company will, at its own cost, install, operate, and maintain its standard outdoor lighting equipment.

If Customer takes service under a Standard Term Agreement and terminates service under Agreement for any reason prior to the expiration of the initial five-year term, Customer shall pay as liquidated damages and not a penalty the removal cost plus remaining value of the system. If Customer takes service under Long Term Agreement and terminates service under Agreement for any reason during the first five years of initial term, Customer shall pay as liquidated damages and not a penalty a sum equal to the difference between the Long Term Rate and Standard Term Rate for each luminaire under the Agreement which is terminated for the entire period service was provided under Agreement, together with the cost of removal of the system plus remaining value of the system. If Customer takes service under Long Term Service Agreement and terminates service for any reason during the sixth through tenth years of the initial term, Customer shall pay as liquidated damages and not a penalty a sum equal to the difference between the Long Term Rate and Standard Term Rate for each luminaire under the Agreement which is terminated for the entire period service was provided under Agreement.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for lights to be located on public thoroughfares.

Customer shall be responsible for inspecting lighting locations to determine when any lamp is not operating and for reporting non-operating lighting locations to the Company.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

Customer shall provide the Company's employees and equipment free access to the Customer's premises, at all reasonable hours, for purposes necessary or proper in connection with supplying and maintaining service.

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**STREET AND AREA LIGHTING
SCHEDULE 53 (Continued)**

Overhead service facilities shall consist of a standard overhead, enclosed luminaire and photoelectric switch control mounted on a luminaire bracket not to exceed 8 feet in length. For floodlighting applications, a standard floodlighting luminaire with photoelectric switch and adjustable mounting bracket is installed. Either luminaire is mounted on an existing Company-owned or approved pole. Customer shall pay the installed cost of any facilities required to extend service and the cost of rearranging facilities necessary to serve lights or to obtain required mounting height.

Underground Service - Low mount facilities shall consist of a post top luminaire, a photoelectric switch control and an ornamental pole approximately 14 feet in height. High mount facilities shall consist of a rectangular enclosed luminaire, a photoelectric switch control and an ornamental pole approximately 30 feet in height. Facilities for the high mount "Additional Luminaire Per Pole" shall consist of an additional rectangular enclosed luminaire and a photoelectric switch control mounted on the ornamental pole installed for the "Single Luminaire Per Pole" installation.

Underground service will be installed where service is supplied from an existing underground distribution system and the point of connection for secondary service is located within three feet of the base of the light pole. Where the point of connection for secondary service to the light is not located within three feet of the pole, Customer shall pay the installed cost and be responsible for the maintenance cost of any facilities required to provide underground secondary service to the base of the light pole.

SPECIAL SYSTEMS

Company will provide non-standard underground, ornamental and other special systems when the additional installed cost in excess of the estimated cost of a standard overhead system for the same application is paid by Customer. In this case, Customer shall pay the standard overhead service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special system unless due to the negligence of the Company.

At the termination, for any reason, of the useful life of the special system or designated components of the special system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any lighting unit upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the system or any of its component parts.

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WEST PENN POWER COMPANY

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Customer shall reimburse the Company for total costs, less cost of standard fixture and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the system or any component part thereof, excluding fixture and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the system or any of its component parts. The operating lifetime of the system shall not be less than twenty (20) years from the date of installation of the system. Upon the determination of the Company that the operating lifetime of the system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the system or its applicable component part. Customer shall give written notice of such election to the Company at its local office.

In the event Customer elects to replace the system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard fixtures and brackets which would have been required had the system been the Company's standard system.

If the Customer elects to de-energize the system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

CONTRACT

Company standard form of Street Lighting Agreement shall be executed.