

**STREET LIGHTING SERVICE
 SCHEDULE 54**

AVAILABILITY

Available only to present Customers for installations now being served prior to June 6, 1997 for high pressure sodium vapor street lighting to municipalities and to unincorporated communities and for lighting major highway interchanges and other suitable readily-accessible locations as solely determined by the Company.

MONTHLY RATE

Nominal Lamp Size	Distribution	Transmission	ITC/ITC-2(D)	Generation(I)
9,500 Lumen 100 Watts ... 51 kWh	\$8.77	*	\$0.01	\$4.76
22,000 Lumen 200 Watts ... 86 kWh	\$11.86	*	\$0.02	\$8.03
50,000 Lumen 400 Watts . 167 kWh	\$17.36	*	\$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.

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

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 30 days 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 30 days 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.

(D) Indicates Decrease
 (I) Indicates Increase

Continued on Page No. 20-2

**STREET LIGHTING SERVICE
SCHEDULE 54 (Continued)**

The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

TERM

Ten years initially. Agreement shall remain in force until a 90 day written cancellation notice has been given and the initial term and cancellation notice period have expired.

CONDITIONS

Company will, at its own cost, install, operate, and maintain its standard overhead street lighting equipment for municipalities, unincorporated communities, and public agencies where service can be supplied from existing distribution systems along public thoroughfares. Customer shall pay the installed cost of any facilities required to extend service and the cost of rearranging of facilities necessary to serve lights or to obtain required mounting height.

Customer shall furnish Company a certified map, showing the location and size of each unit included in the initial installation provided for in this Agreement. Company shall install said units as designated.

Company shall furnish units at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any unit on the same Rate Schedule upon written order of Customer.

Company shall change the location of any unit furnished under Agreement, upon written order of Customer, if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one unit during term Agreement is in effect.

Customer shall provide to Company, free of cost, a satisfactory right-of-way, location, and housing for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Company shall not be liable for damages to the Customer for any failure in such lighting which results from any cause beyond the Company's control.

Customer shall notify Company in writing at the Company's local office of all outages and the locations thereof not later than 12 o'clock Noon on the day following the night which the outages occurred.

Pavement and/or sidewalk damaged in the erection and/or maintenance of street lighting systems hereunder shall be placed by the Company in as good condition as existed before the said acts of erection and/or maintenance.

If Customer terminates street lighting service under this Schedule for any reason prior to the expiration of the initial term, Customer shall pay removal cost plus remaining value of the system.

Continued on Page No. 20-3

WEST PENN POWER COMPANY

**STREET LIGHTING SERVICE
SCHEDULE 54 (Continued)**

SPECIAL SYSTEMS

Company will provide 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. Company shall take title to the special system and shall operate and maintain the facilities.

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 conditions. The 10-year initial term requirement will apply to any new system or designated component upon installation.

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.

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 overhead distribution system.

Concluded on Page No. 20-4

WEST PENN POWER COMPANY

**STREET LIGHTING SERVICE
SCHEDULE 54 (Concluded)**

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.