

**AREA LIGHTING SERVICE - UNDERGROUND DISTRIBUTION
 SCHEDULE 55**

AVAILABILITY

Available only to present Customers for installations now being served prior to June 6, 1997 for high-pressure sodium vapor lighting to municipalities for area lighting service from an underground distribution system. Also available for existing mercury vapor installations installed prior to January 8, 1989.

MONTHLY RATE

Nominal Lamp Size	Distribution	Transmission	ITC/ITC-2(D)	Generation(I)
<u>Sodium Vapor Low Mount</u>				
9,500 Lumen - 100 Watts... 51 kWh	\$15.64	*	\$0.01	\$4.76
<u>Sodium Vapor High Mount Single Luminaire Per Pole</u>				
9,500 Lumen - 100 Watts... 51 kWh	\$28.81	*	\$0.01	\$4.76
22,000 Lumen - 200 Watts... 86 kWh	\$30.89	*	\$0.02	\$8.03
50,000 Lumen - 400 Watts. 167 kWh	\$33.60	*	\$0.05	\$15.60
<u>Sodium Vapor High Mount Each Additional Luminaire Per Pole</u>				
9,500 Lumen - 100 Watts... 51 kWh	\$13.54	*	\$0.01	\$4.76
22,000 Lumen - 200 Watts... 86 kWh	\$15.62	*	\$0.02	\$8.03
50,000 Lumen - 400 Watts. 167 kWh	\$18.35	*	\$0.05	\$15.60
<u>Mercury Vapor</u>				
8,150 Lumen - 175 Watts... 74 kWh	\$15.49	*	\$0.02	\$6.91

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	8,150 Lumen	9,500 Lumen	22,000 Lumen	50,000 Lumen
Transmission Charges *				
.....	\$0.12	\$0.08	\$0.13	\$0.26
Ancillary Services:				
Scheduling, System Control & Dispatch	\$0.00	\$0.00	\$0.00	\$0.00
Energy Imbalance.....	\$0.00	\$0.00	\$0.00	\$0.00
Reactive & Voltage Control	\$0.01	\$0.01	\$0.02	\$0.03
Regulation & Frequency Response	\$0.01	\$0.01	\$0.02	\$0.03
Spinning Reserve	\$0.05	\$0.03	\$0.05	\$0.10
Supplemental Reserve	\$0.04	\$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.

(D) Indicates Decrease
 (I) Indicates Increase

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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. (C)

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

TERM

The initial term of the Agreement shall be ten years. After the initial term, the Agreement shall remain in effect until a 90 day written notice of cancellation is provided and, unless Customer provides specific date in writing more than 90 days in the future, upon the expiration of 90 days.

CONDITIONS

Company will, at its own cost, install, operate, and maintain its standard outdoor area lighting equipment. Low mount facilities shall consist of a post top fixture, a photoelectric switch control and an ornamental pole approximately 14 feet in height. High mount facilities shall consist of a rectangular enclosed fixture, a photoelectric switch control, and an ornamental pole approximately 30 feet in height. Facilities for the high mount "Additional Fixture Per Pole" shall consist of an additional rectangular enclosed fixture and a photoelectric switch control mounted on the ornamental pole installed for the "Single Fixture Per Pole" installation. These 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 area 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.

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.

(C) Indicates Change

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WEST PENN POWER COMPANY

**AREA LIGHTING SERVICE - UNDERGROUND DISTRIBUTION
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Company shall change the location of any unit furnished under this 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 this 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.

At the termination of the useful life of the special system or designated components of the specials system, a new system or component shall be installed under similar conditions. The ten-year initial term requirement will apply to any new system or designated component upon installation.

If Customer terminates area 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.

SPECIAL SYSTEMS

Company will provide ornamental and other special systems when the additional installed cost in excess of the estimated cost of a standard 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 of the useful life of the special system or designated components of the special system for any reason, a new system or component shall be installed under similar 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

**AREA LIGHTING SERVICE - UNDERGROUND DISTRIBUTION
SCHEDULE 55 (Concluded)**

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.