

**OUTDOOR LIGHTING
 EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE
 SCHEDULE 57**

AVAILABILITY

Available for roadway and other outdoor lighting supplied from overhead or underground secondary distribution system of the Company and contracted for by a Customer for lighting accessible areas.

MONTHLY RATE

OVERHEAD SERVICE

Nominal Lamp Size	Distribution	Transmission	ITC/ITC-2	Generation	
High Pressure Sodium - Vertical Open Lens Luminaire ("OL")					
Installation Requires a New Wood Pole					
9,500 Lumen -100 watt... 51 kWh	\$16.92	*	\$0.11	\$3.59	
Installation on Existing Pole					
9,500 Lumen -100 watt... 51 kWh	\$9.42	*	\$0.11	\$3.59	
Mercury Vapor - Horizontal Luminaire (Cobra Head) - Restricted to installations being served prior to February 13, 2009					
8,150 Lumen -175 watt... 74 kWh	\$7.76	*	\$0.16	\$5.20	(C)
High Pressure Sodium - Horizontal Luminaire (Cobra Head)					
9,500 Lumen -100 watt... 51 kWh	\$9.28	*	\$0.11	\$3.59	
22,000 Lumen -200 watt... 86 kWh	\$12.36	*	\$0.18	\$6.05	
50,000 Lumen -400 watt. 167 kWh	\$17.87	*	\$0.35	\$11.74	
Metal Halide - Horizontal Luminaire (Cobra Head)					
8,500 Lumen -100 watt... 51 kWh	\$13.19	*	\$0.11	\$3.59	(C)
11,600 Lumen -175 watt... 74 kWh	\$13.19	*	\$0.16	\$5.20	(C)
36,000 Lumen -400 watt. 157 kWh	\$19.26	*	\$0.33	\$11.04	
90,000 Lumen -1000 watt. 379 kWh	\$27.82	*	\$0.80	\$26.65	
High Pressure Sodium Floodlight					
22,000 Lumen -200 watt... 86 kWh	\$13.99	*	\$0.18	\$6.05	
50,000 Lumen -400 watt. 167 kWh	\$19.39	*	\$0.35	\$11.74	
Metal Halide Floodlight					
36,000 Lumen -400 watt. 157 kWh	\$19.57	*	\$0.33	\$11.04	
90,000 Lumen -1000 watt. 379 kWh	\$27.82	*	\$0.80	\$26.65	

(C) Indicates Change

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**OUTDOOR LIGHTING
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 SCHEDULE 57 (Continued)**

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.

UNDERGROUND SERVICE

	Distribution	Transmission	ITC/ITC-2	Generation	
High Pressure Sodium - Colonial Post Top Luminaire 14' Mounting Height					
9,500 Lumen -100 watt... 51 kWh.....	\$16.14	*	\$0.11	\$3.59	
Metal Halide - Colonial Post Top Luminaire 14' Mounting Height					
11,600 Lumen -175 watt... 74 kWh.....	\$19.80	*	\$0.16	\$5.20	
High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height ¹					
Single Luminaire Per Pole					
9,500 Lumen -100 watt... 51 kWh.....	\$30.12	*	\$0.11	\$3.59	
22,000 Lumen -200 watt... 86 kWh.....	\$31.53	*	\$0.18	\$6.05	
50,000 Lumen -400 watt. 167 kWh.....	\$33.63	*	\$0.35	\$11.74	
Each Additional Luminaire Per Pole					
9,500 Lumen -100 watt... 51 kWh.....	\$9.28	*	\$0.11	\$3.59	
22,000 Lumen -200 watt... 86 kWh.....	\$12.36	*	\$0.18	\$6.05	
50,000 Lumen -400 watt. 167 kWh.....	\$17.87	*	\$0.35	\$11.74	
Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height					
Single Luminaire Per Pole					
8,500 Lumen -100 watt... 51 kWh.....	\$37.03	*	\$0.11	\$3.59	(C)
11,600 Lumen -175 watt... 74 kWh.....	\$37.03	*	\$0.16	\$5.20	(C)
36,000 Lumen -400 watt. 157 kWh.....	\$38.89	*	\$0.33	\$11.04	
90,000 Lumen -1,000 watt. 379 kWh.....	\$50.73	*	\$0.80	\$26.65	
Each Additional Luminaire Per Pole					
8,500 Lumen -100 watt... 51 kWh.....	\$14.43	*	\$0.11	\$3.59	(C)
11,600 Lumen -175 watt... 74 kWh.....	\$14.43	*	\$0.16	\$5.20	(C)
36,000 Lumen -400 watt. 157 kWh.....	\$19.26	*	\$0.33	\$11.04	
90,000 Lumen -1,000 watt. 379 kWh.....	\$27.82	*	\$0.80	\$26.65	

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.

¹ Mounted on a 30' direct burial pole

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**OUTDOOR LIGHTING
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 SCHEDULE 57 (Continued)**

High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height

Single Luminaire Per Pole, with base²

	Distribution	Transmission	ITC/ITC-2	Generation
9,500 Lumen -100 watt... 51 kWh	\$39.59	*	\$0.11	\$3.59
22,000 Lumen -200 watt... 86 kWh	\$40.76	*	\$0.18	\$6.05
50,000 Lumen -400 watt. 167 kWh	\$42.34	*	\$0.35	\$11.74

Single Luminaire Per Pole, no base²

9,500 Lumen -100 watt... 51 kWh	\$29.32	*	\$0.11	\$3.59
22,000 Lumen -200 watt... 86 kWh	\$31.40	*	\$0.18	\$6.05
50,000 Lumen -400 watt. 167 kWh	\$34.10	*	\$0.35	\$11.74

Each Additional Luminaire Per Pole

9,500 Lumen -100 watt... 51 kWh	\$14.05	*	\$0.11	\$3.59
22,000 Lumen -200 watt... 86 kWh	\$16.13	*	\$0.18	\$6.05
50,000 Lumen -400 watt. 167 kWh	\$18.86	*	\$0.35	\$11.74

Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height

Single Luminaire Per Pole, with base²

11,600 Lumen -175 watt... 74 kWh	\$43.64	*	\$0.16	\$5.20	(C)
36,000 Lumen -400 watt. 157 kWh	\$43.64	*	\$0.33	\$11.04	

Single Luminaire Per Pole, no base

11,600 Lumen -175 watt... 74 kWh	\$35.06	*	\$0.16	\$5.20	(C)
36,000 Lumen -400 watt. 157 kWh	\$35.06	*	\$0.33	\$11.04	
90,000 Lumen -1000 watt. 379 kWh	\$52.65	*	\$0.80	\$26.65	

Each Additional Luminaire Per Pole

11,600 Lumen -175 watt... 74 kWh	\$20.74	*	\$0.16	\$5.20	(C)
36,000 Lumen -400 watt. 157 kWh	\$20.74	*	\$0.33	\$11.04	
90,000 Lumen -1000 watt. 379 kWh	\$32.92	*	\$0.80	\$26.65	

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.

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.

² With base includes the installation of a non-concrete power installed foundation where soil conditions warrant its application.

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**OUTDOOR LIGHTING
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 SCHEDULE 57 (Continued)**

TRANSMISSION CHARGES:*

(C)

Nominal Lamp Size	9,500 Lumen	22,000 Lumen	50,000 Lumen	8,150 Lumen
Transmission Charges	\$0.08	\$0.13	\$0.26	\$0.12
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	\$0.02	\$0.03	\$0.01
Regulation & Frequency Response	\$0.01	\$0.02	\$0.03	\$0.01
Spinning Reserve	\$0.03	\$0.05	\$0.10	\$0.05
Supplemental Reserve	\$0.03	\$0.04	\$0.09	\$0.04

Nominal Lamp Size	8,500 Lumen	11,600 Lumen	36,000 Lumen	90,000 Lumen
Transmission Charges	\$0.08	\$0.12	\$0.24	\$0.58
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	\$0.03	\$0.08
Regulation & Frequency Response	\$0.01	\$0.01	\$0.03	\$0.08
Spinning Reserve	\$0.03	\$0.05	\$0.10	\$0.23
Supplemental Reserve	\$0.03	\$0.04	\$0.08	\$0.19

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

Municipal Billing

The above net rates apply if the current bill is paid in full within thirty (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 thirty (30) days of the date of the bill.

Non-Municipal Billing

The above net rates apply if the current bill is paid in full within 15 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 15 days of the date of the bill. The due date of outdoor lighting billed as a line item on a power bill is the same date as the power bill.

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WEST PENN POWER COMPANY

**OUTDOOR LIGHTING
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SCHEDULE 57 (Continued)**

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

TERM

Short Term

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation and removal of the luminaire and bracket in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable with interest if the lighting system remains in service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (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 canceled by either party with not less than 90 days prior written notice of cancellation.

CONDITIONS

STANDARD SYSTEMS

Overhead Service

Facilities shall consist of:

1. Standard overhead, horizontal luminaire (cobra head) and photoelectric control mounted on a luminaire bracket.
2. Standard vertical open lens luminaire ("OL") and photoelectric control mounted on a luminaire bracket.
3. Standard floodlighting luminaire with photoelectric control and an adjustable mounting bracket.

Luminaire is mounted on an existing Company-owned or approved pole.

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**OUTDOOR LIGHTING
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SCHEDULE 57 (Continued)**

Underground Service

Facilities shall consist of:

1. Standard colonial post top luminaire, a photoelectric control and a direct buried fiberglass pole approximately 14 feet in height.
2. Standard overhead, horizontal luminaire (cobra head), a photoelectric control and a direct buried fiberglass pole approximately 30 feet in height.
3. Standard rectangular enclosed luminaire, a photoelectric control and a square steel pole approximately 30 feet in height mounted on a non-concrete power installed foundation.
4. Standard rectangular enclosed area (galleria) luminaire, a photoelectric control and a square steel pole approximately 40 feet in height. The base foundation is normally provided by the Customer.

When required, the Customer is responsible for the costs associated with furnishing and installing any concrete bases for poles.

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

The Customer shall pay for or, at the option of the Company, provide any conduit, excavating, backfilling, reconstructing and resurfacing necessary for the installation and maintenance of the underground cable.

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)

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

The installed cost of any facilities required to extend service and the cost of rearranging facilities necessary to serve luminaires or to obtain required mounting height is paid by Customer. Payment plans can be arranged with Company.

(C) Indicates Change

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WEST PENN POWER COMPANY

**OUTDOOR LIGHTING
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SCHEDULE 57 (Continued)**

In the event of early termination for any reason prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

All Customer charges are subject to any applicable local, state and federal taxes.

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

Company Responsibilities

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

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

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

Company shall change the location of any luminaire 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 luminaire during term Agreement is in effect.

Customer Responsibilities

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

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 luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company.

Municipal Installations

Company will provide bridge lighting when Customer installs and maintains luminaire supports and conduit for the supply line. Company shall furnish and maintain luminaire and conductors and will provide energy and lamp replacements.

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WEST PENN POWER COMPANY

**OUTDOOR LIGHTING
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SCHEDULE 57 (Continued)**

Municipal Customer shall furnish Company a certified map, showing the location and size of each luminaire included in the initial installation provided for in the agreement. Company shall install said luminaires as designated. Upon prior arrangement, Company will prepare a map for Customer approval for an additional cost.

SPECIAL SYSTEMS

General

Company will provide non-standard underground, ornamental and other special lighting systems when the additional installed cost in excess of the estimated cost of a standard lighting system for the same application is paid by Customer. In this case, Customer shall pay the standard 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 lighting system unless due to the negligence of the Company.

The additional installed cost of a special lighting system in excess of the estimated cost of a standard lighting system is paid by the Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the special lighting system or any of its component parts. The operating lifetime of the special lighting system shall not be less than twenty (20) years from the date of installation. Upon the determination of the Company that the operating lifetime of the special lighting 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 special lighting system or its applicable component part. Customer shall give written notice of such election to the Company.

In the event Customer elects to replace the special lighting 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 of the existing system. 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 luminaires and brackets which would have been required had the system been the Company's standard lighting system.

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

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WEST PENN POWER COMPANY

**OUTDOOR LIGHTING
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SCHEDULE 57 (Concluded)**

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 special lighting 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.

Company Responsibilities

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

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

Customer Responsibilities

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 special lighting system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard luminaire 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 lighting system or any component part thereof, excluding luminaire 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.

CONTRACT

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.