

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

WEST PENN POWER CO

CIK: **105839** | IRS No.: **135480882** | State of Incorpor.: **PA** | Fiscal Year End: **1231**
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Business Address
800 CABIN HILL DR
C/O ALLEGHENY POWER
SERVICE CORP
GREENSBURG PA 15601
4128373000

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities and Exchange Act of 1934

Date of Report (Date of earliest event reported): August 2, 1994

WEST PENN POWER COMPANY
(Exact name of registrant as specified in its charter)

Pennsylvania (State or other jurisdiction of incorporation)	1-255-2 (Commission File Number)	13-5480882 (IRS Employer Identification Number)
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800 Cabin Hill Drive
Greensburg, Pennsylvania 15601
(Address of principal executive offices)

Registrant's telephone number,
including area code: (412) 837-3000

Item 5. Other Events.

The Exhibits to this Report listed in Item 7 below relate to the
Registration Statements on Form S-3, Nos. 33-56260 and 33-51303.

- Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.
- 4(a) Form of New Bonds, Series LL, 8-1/8% (contained in form of Board Resolutions filed herewith as Exhibit 4(d)).
- 4(c) Supplemental Indenture, dated as of August 1, 1994, Supplemental to First Mortgage, dated March 1, 1916, between the Registrant and The Chase Manhattan Bank (National Association), Trustee.
- 4(d) Form of Board Resolutions with respect to the New Bonds, Series LL, 8-1/8%.
- 12(a) Statement re computation of ratios.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned thereunto duly authorized.

WEST PENN POWER COMPANY

Dated: August 2, 1994

By: KENNETH D. MOWL
Name: Kenneth D. Mowl
Title: Secretary and Treasurer

EXHIBIT INDEX

- | | | |
|------------|-------|---|
| Item No. 1 | 4(a) | Form of New Bonds, Series LL, 8-1/8% (contained in form of Board Resolutions filed herewith as Exhibit 4(d)). |
| Item No. 2 | 4(c) | Supplemental Indenture, dated as of August 1, 1994, Supplemental to First Mortgage, dated March 1, 1916, between the Registrant and The Chase Manhattan Bank (National Association), Trustee. |
| Item No. 3 | 4(d) | Form of Board Resolutions with respect to the New Bonds, Series LL, 8-1/8%. |
| Item No. 4 | 12(a) | Statement re computation of ratios. |

WEST PENN POWER COMPANY

TO

THE CHASE MANHATTAN BANK
(National Association),

as Trustee

Supplemental Indenture

Dated as of August 1, 1994

First Mortgage Bonds, Series LL, 8-1/8%

Supplemental to First Mortgage
Dated March 1, 1916

SUPPLEMENTAL INDENTURE, dated as of August 1, 1994, between WEST PENN POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the "Company"), having its principal office at 800 Cabin Hill Drive, Greensburg, Westmoreland County, Pennsylvania, party of the first part, and THE

CHASE MANHATTAN BANK (National Association), a national banking association existing under the laws of the United States of America, as Trustee under the First Mortgage hereinafter mentioned (hereinafter called the "Trustee"), having its principal corporate trust office at 4 Chase MetroTech Center, Brooklyn, New York, New York 11245, party of the second part.

The Company has heretofore executed and delivered its First Mortgage, dated March 1, 1916, to The Equitable Trust Company of New York, as Trustee, to secure an issue of First Mortgage Bonds of the Company, issuable in series and said First Mortgage has been supplemented by indentures supplemental thereto, including the Supplemental Indentures dated as of March 1, 1940, May 1, 1944, March 1, 1948, March 1, 1949, October 1, 1949, April 1, 1952, April 1, 1954, July 1, 1957, March 1, 1962, December 1, 1965, July 1, 1980, June 1, 1989, February 1, 1991, December 1, 1991, August 1, 1992, September 1, 1992, June 1, 1993 and June 1, 1993 (said First Mortgage as so supplemented being hereinafter called the "Original Indenture").

The Chase National Bank of the City of New York was the successor by consolidation to The Equitable Trust Company of New York and the Trustee is successor by merger to The Chase National Bank of the City of New York and as such has become and now is the Trustee under the Original Indenture.

In accordance with the terms and provisions of the Original Indenture there have been issued and are now outstanding thereunder \$589,000,000 principal amount of First Mortgage Bonds consisting of:

Principal Amount	Series	Maturing
\$ 27,000,000	Series U, 4-7/8%	Dec. 1, 1995
30,000,000	Series EE, 9%	June 1, 2019
100,000,000	Series FF, 8-7/8%	Feb. 1, 2021
70,000,000	Series GG, 7-7/8%	Dec. 1, 2004
45,000,000	Series HH, 7-3/8%	Aug. 1, 2007
135,000,000	Series II, 7-7/8%	Sept. 1, 2022
102,000,000	Series JJ, 5-1/2%	June 1, 1998
80,000,000	Series KK, 6-3/8%	June 1, 2003

The Company proposes to issue and sell for cash \$65,000,000 principal amount of a new series of First Mortgage Bonds, to mature August 1, 2024, to bear interest from August 1, 1994, at the rate of 8-1/8% per annum, to be designated as First Mortgage Bonds Series LL, 8-1/8% (hereinafter sometimes called the "Bonds of Series LL"), to be issued only in fully registered form, and to be issued under Sections 3 or 8 of Article I of the Original Indenture, and the Company has duly authorized such issue and sale.

The Company, pursuant to resolutions of its Board of Directors,

has duly resolved and determined to execute this Supplemental Indenture for the purpose of entering into certain covenants in addition to the covenants contained in the Original Indenture, such additional covenants to remain in force and effect as long, but only as long, as any of said Bonds of Series LL remain outstanding under the Original Indenture.

All conditions and requirements necessary to make this Supplemental Indenture a valid and legally binding instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That West Penn Power Company, for itself and its successors, in consideration of the premises and of One Dollar, to it duly paid by the Trustee at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, hereby covenants and agrees to and with the Trustee and its successors in the trust under the Original Indenture, as follows:

PART I

ADDITIONAL ARTICLE

The Original Indenture is hereby supplemented as provided in this Part I by adding thereto the following new article, to be added after Article II AA of the Original Indenture:

ARTICLE II BB

The term Original Indenture as used in this Article means the First Mortgage of the Company, dated March 1, 1916, as supplemented prior to the date of this Supplemental Indenture by indentures supplemental thereto, including the Supplemental Indentures dated as of March 1, 1940, May 1, 1944, March 1, 1948, March 1, 1949, October 1, 1949, April 1, 1952, April 1, 1954, July 1, 1957, March 1, 1962, December 1, 1965, July 1, 1980, June 1, 1989, February 1, 1991, December 1, 1991, August 1, 1992, September 1, 1992, June 1, 1993 and June 1, 1993. Unless otherwise indicated, all references in this Article to Articles and Sections are to Articles and Sections of the Original Indenture.

The Company hereby covenants, as long, but only as long, as any of the First Mortgage Bonds, Series LL, 8-1/8% of the Company remain outstanding, as follows:

SECTION 1. Whether or not the Bonds of Series U, EE, FF, GG, HH, II, JJ, and KK issued under the Original Indenture remain outstanding, the covenants contained in Section 1 of Article II B,

Section 6 of Article II E, Sections 4, 5 and 6 of Article II F and Section 6 of Article II G shall remain in full force and effect.

SECTION 2. No permanent improvements, extensions or additions to or about the plants or property of the Company made prior to December 1, 1948 in excess of an aggregate of \$3,600,000 of such permanent improvements, extensions or additions, calculated on the basis of the actual cash cost or fair value to the Company, whichever is less, shall be used as the basis for the issuance of bonds or the withdrawal of cash under any provisions of the Original Indenture or as a credit against the Renewal and Replacement Fund provided for in Section 4 of Article IIG (the "Renewal and Replacement Fund"). In connection with any request to the Trustee for any such authentication and delivery of bonds or such withdrawal of cash or in connection with any such taking by the Company of any such credit, the Company shall furnish to the Trustee a certificate signed by the President or a Vice President of the Company containing an appropriate statement evidencing compliance with the provisions of this Section. Such certificate shall comply with the requirements of Section 5 of Article V A. In lieu of furnishing such a separate certificate, such statement may be included in another certificate then being furnished to the Trustee, signed by the President or a Vice President of the Company and complying with the requirements of Section 5 of Article V A.

SECTION 3. The Company hereby agrees that redemptions of Bonds of Series LL during any 12-month period beginning May 1 pursuant to Article V of the Original Indenture may not exceed the greater of (a) 1% of the aggregate principal amount (\$650,000) of the Bonds of Series LL originally issued or (b) the lowest percentage so redeemed (zero, if none are redeemed) of any other series of bonds then redeemable during such 12-month period relative to the respective aggregate principal amount of bonds of such other series originally issued.

PART II

Whether or not any Bonds of Series S issued under the Original Indenture are outstanding, the amendment of Section 8 of Article I of the Original Indenture as set forth in Part II of the aforesaid Supplemental Indenture dated as of March 1, 1962 shall remain in full force and effect as long as any of the Bonds of Series LL are outstanding.

PART III

MISCELLANEOUS

The Company, and the holders of Bonds of Series LL, by their acceptance and holding thereof, hereby consent and agree that (i) the Company may redeem Bonds of Series LL or any other Series on an interest payment day or any other day, (ii) interest on Bonds of Series

LL or any other Series may be paid to persons in whose names such bonds are registered on such record date or dates, and in accordance with such implementing provisions and with such exceptions thereto, as may be established by the Board of Directors of the Company in creating the bonds of such Series, (iii) the Bonds of Series LL and of any other Series may be executed on behalf of the Company, and its corporate seal may be attested, by the use of facsimile signatures, and (iv) in computing "net earnings of the Company applicable to the payment of interest" under Sections 3 and 8 of Article I, no deduction shall be made for any income, excess profits or other taxes measured by or dependent on income.

The recitals contained herein and in the Bonds of Series LL shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness thereof. The Trustee

makes no representation as to the validity of this Supplemental Indenture. All of the provisions of the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable to this Supplemental Indenture as fully and with like effect as if set forth herein in full.

The Company hereby confirms, mortgages and conveys to the Trustee as security for all bonds heretofore or hereafter issued hereunder all real estate and other property heretofore mortgaged or conveyed to the Trustee by the Original Indenture, except insofar as the property covered thereby may have been or may be released pursuant to the provisions thereof.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

West Penn Power Company does hereby constitute and appoint Stanley I. Garnett, II, Esq., and Nancy H. Gormley, Esq., and each of them, to be its attorney for it, and in its name, and as and for its corporate act and deed to acknowledge this Supplemental Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

The Chase Manhattan Bank (National Association) does hereby constitute and appoint C. J. Heinzelmenn to be its attorney for it, and in its name, and as and for its corporate act and deed to acknowledge this Supplemental Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, WEST PENN POWER COMPANY has caused these presents to be signed in its corporate name by its Chief Executive

Officer, its President or one of its Vice Presidents and sealed with its corporate seal, attested by its Secretary or one of its Assistant Secretaries; and THE CHASE MANHATTAN BANK (National Association) has caused these presents to be signed in its corporate name by one of its Vice Presidents and sealed with its corporate seal, attested by one of its Assistant Secretaries, all as of the day and year first above written.

[CORPORATE SEAL]

WEST PENN POWER COMPANY

Attest:
../s/ Nancy H. Gormley...

By ../s/ Klaus Bergman...
Chief Executive Officer

Assistant Secretary
Signed, sealed and delivered by
West Penn Power Company in the
presence of:

../s/ Jutta Feuerstein...

../s/ Vilma Howard.....

[CORPORATE SEAL]

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

Attest:
../s/ Brookes Von Arx, Jr.

By /s/..C. J. Heinzelmann...
Vice President

Assistant Secretary
Signed, sealed and delivered by
The Chase Manhattan Bank (National Association)
in the presence of:

../s/ Elsie Tassini.....

../s/William G. Keenan.....

STATE OF NEW YORK
COUNTY OF NEW YORK

ss.:

I HEREBY CERTIFY that on this 28th day of July, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nancy H. Gormley, the attorney for WEST PENN POWER COMPANY and one of the attorneys named in the foregoing

Supplemental Indenture, and by virtue and in pursuance of the authority therein conferred upon him/her acknowledged the said Supplemental Indenture to be the act and deed of said West Penn Power Company.

I FURTHER CERTIFY that I am not a stockholder, director or official of the said corporation.

WITNESS my hand and notarial seal the day and year aforesaid.

../s/..Maria M. Teusaba...
Notary Public

[NOTARIAL SEAL]

STATE OF NEW YORK
COUNTY OF KINGS

ss.:

I HEREBY CERTIFY that on this 29th day of July, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared C. J. Heinzelmenn, the attorney for THE CHASE MANHATTAN BANK (National Association) and the attorney named in the foregoing Supplemental Indenture, and by virtue and in pursuance of the authority therein conferred upon him/her acknowledged the said Supplemental Indenture to be the act and deed of said The Chase Manhattan Bank (National Association).

I FURTHER CERTIFY that I am not a stockholder, director or official of the said corporation.

WITNESS my hand and notarial seal the day and year aforesaid.

../s/ Della K. Benjamin...
Notary Public

[NOTARIAL SEAL]

CERTIFICATE OF RESIDENCE

The Chase Manhattan Bank (National Association), mortgagee and Trustee within named, HEREBY CERTIFIES that its official name and its address are: The Chase Manhattan Bank (National Association), 4 Chase MetroTech Center, Brooklyn, NY 11245.

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

By ../s/ C. J. Heinzelmann...
Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss.:

I, Eileen Beck, a Notary Public in and for the State and County of New York, do certify that Klaus Bergman who signed the writing above, bearing date the 1st day of August, 1994, for West Penn Power Company, has this day in my said County before me acknowledged the said writing to be the act and deed of said corporation.

GIVEN under my hand and official seal this 28th day of July, 1994.

../s/ Eileen M. Beck...
Notary Public

[NOTARIAL SEAL]

STATE OF NEW YORK)
COUNTY OF KINGS)

ss.:

I Della K. Benjamin, Notary Public in and for the State and County of New York, do certify that C. J. Heinzelmann who signed the writing above, bearing date the 1st day of August, 1994, for The Chase Manhattan Bank (National Association), has this day in my said County before me acknowledged the said writing to be the act and deed of said corporation.

GIVEN under my hand and official seal this 29th day of July, 1994.

../s/ Della K. Benjamin...
Notary Public

[NOTARIAL SEAL]

WEST PENN POWER COMPANY
Excerpt from Minutes of Meeting
of the Board of Directors held on
February 3, 1994

The Chairman reported that the requisite regulatory approvals had been obtained for the issuance of all first mortgage bonds and submitted to the meeting copies of the following:

- (a) the Registration Statement on Form S-3 as amended, filed under the Securities Act of 1933;
- (b) the application to the Pennsylvania Public Utilities Commission and the related order of said commission; and
- (c) the form of supplemental indenture with respect to the offering of the Bonds.

On motion duly made, seconded, and unanimously adopted, such documents were approved and ordered filed with the records of the Company.

The Chairman noted that it could be difficult to arrange a meeting of either the Board or of the three members of the Executive Committee between the issuance of the letters of invitation and the receipt of bids on the first mortgage bonds. He therefore recommended that the Board comprehensively and finally approve the issuance of up to \$195,000,000 aggregate principal amount of its first mortgage bonds as detailed in the financing plan approved by the Board at its October 7, 1993 and February 3, 1994 meetings, with such precise interest rate and maturity as is approved in writing by Klaus Bergman, Chief Executive Officer of the Company, or Stanley I. Garnett, II, Chief Financial Officer of the System. All offerings would be effected, if possible, through competitive bidding. In the event, however, that market or other conditions make competitive bidding impracticable or undesirable the Company would propose to place the bonds privately with institutional investors or negotiate with underwriters for the purchase thereof.

The Chairman further stated that it may be desirable to list some or all of the first mortgage bonds on the New York Stock Exchange and any other stock exchange, and that the proper officers of the Company should be authorized to prepare and file appropriate applications for such listings, and to register the first mortgage bonds under the Securities Exchange Act of 1934.

After consideration and discussion, on motion duly made and seconded, it was unanimously

RESOLVED, that having obtained the requisite approvals of regulatory bodies having jurisdiction, this Company is authorized to issue and sell for not less than 98% and not more

than 101.75% of principal up to a total of \$195 million additional first mortgage bonds in one or more series, with maturities of up to thirty years (such additional bonds being hereinafter referred to as Bonds), up to \$130 million of which shall be for the purpose of raising funds to effect the tendering prior to the expiration of the call protection, or to effect the optional redemption prior to maturity of this Company's Series EE, 9%, and Series FF, 8-7/8% First Mortgage Bonds at an all-in cost of money of not more than 8%, representing the three percent net present value of savings target rate, and up to \$65 million of which shall be for general corporate purposes at an all-in cost not to exceed 9.0%; and further

RESOLVED, that the actions of the officers of this Company in causing to be prepared and filed with the Securities and Exchange Commission a registration statement, as amended, under the Securities Act of 1933, as amended, with respect to not more than \$45,000,000 aggregate principal amount of additional Bonds in one or more series are hereby approved and ratified, and that such officers are authorized to cause to be prepared and filed any and all further amendments thereto that they may deem necessary or advisable and to affix the corporate seal thereto, if required, and to attest the same; and that Nancy H. Gormley is hereby designated as the person authorized to receive notices and communications from the Securities and Exchange Commission in connection therewith; and further

RESOLVED, that Stanley I. Garnett, Nancy H. Gormley, and Eileen M. Beck, and each of them, is hereby appointed attorney-in-fact of this Company with full authority to sign in the name and on behalf of this Company any and all amendments to the registration statement referred to in the preceding resolution, and that the Chairman of the Board, the President or any Vice President, and the Secretary or any Assistant Secretary of this Company are hereby authorized and empowered to execute, in the

name and on behalf of this Company, an appropriate instrument or instruments for the purpose of evidencing the appointment of such attorneys-in-fact and cause the same to be filed with the Securities and Exchange Commission; and further

RESOLVED, that the actions of the officers of this Company in executing and filing, in the name and on behalf of this Company or otherwise, applications for the approval and consent by other regulatory authorities having jurisdiction over the issuance of up to \$195,000,000 aggregate principal amount of Bonds in one or more series are hereby approved and ratified; that the proper officers are hereby authorized to file such amendments thereto as they deem necessary or

advisable, and to do such further acts and things in connection therewith as they may deem necessary or advisable; and further

RESOLVED, that Klaus Bergman and Stanley I. Garnett, II, or either of them, are hereby authorized to order that this Company effect a tender offer or a redemption of the First Mortgage Bonds 9% Series due 2019 and 8-7/8% Series due 2021, at their respective tender offer price or applicable optional redemption price and pay, in each case, issuance expenses; and further

RESOLVED, that Klaus Bergman and Stanley I. Garnett, II, or either of them, are hereby authorized to accept the bid of a responsible financial institution to purchase up to \$130 million principal amount of Bonds, to effect a tender offer or a redemption of its Series EE, 9% and Series FF, 8-7/8% First Mortgage Bonds at an all-in cost of money not more than 8%, representing the three percent net present value of savings target rate, and up to \$65 million of which shall be for general corporate purposes at an all-in cost not to exceed 9.0%, with maturities of up to thirty years from the date of issue, with or without up to a ten-year no-call or no refund provision; or if competitive bidding is not practicable or desirable, the Company would place the Bonds privately with institutional investors or enter into negotiations with underwriters for the purchase of such Bonds; that the Chairman, President or any Vice President, or the Treasurer or any Assistant Treasurer of this Company is hereby authorized to execute and deliver, in the name and on behalf of this Company, a Purchase Agreement with said Purchasers, and, in the name and on behalf of this Company or otherwise, to execute and deliver all such documents and to do or cause to be done all such other acts and things as he may deem necessary or desirable in order to effect the intent of the foregoing resolutions; and further

RESOLVED, that the proper officers of this Company are authorized to take such steps as they may deem necessary or advisable to effect all other required regulatory filings in connection with the foregoing resolutions, including the preparation and filing of a Prospectus Supplement relating to the offering of each series of the Bonds; and further

RESOLVED, that in order to provide for the creation under this Company's Indenture, dated as of March 1, 1916, as

supplemented from time to time between this Company and The Chase Manhattan Bank (National Association), as Successor Trustee (hereinafter called the "Original Indenture"), of one or more series of Bonds, each such series to be known as Series * , ** % the Chairman, President, or any Vice

President of this Company is hereby authorized to execute, in the name and on behalf of this Company, and cause to be delivered to The Chase Manhattan Bank (National Association), as Successor Trustee, for each such series a Supplemental Indenture to be dated as of the first day of the month of issuance of each series of Bonds, in the form submitted to this meeting with such changes therein as may be approved by the person executing the same, such approval to be conclusively evidenced by his execution thereof; and the Secretary or any Assistant Secretary of this Company is hereby authorized to affix to said Supplemental Indenture the corporate seal of this Company and to attest the same; and The Chase Manhattan Bank (National Association) is hereby requested to join with this Company in the execution and delivery of said Supplemental Indenture; and further

RESOLVED, that there be issued by the Company \$195,000,000 aggregate principal amount of Bonds in one or more series, as created by the terms of the Supplemental Indenture relating to each series, and further

RESOLVED, that such Bonds be issued as registered bonds without coupons; and further

RESOLVED, that the President or any Vice President of this Company is hereby authorized, in the name and on behalf of this Company to execute (manually or by facsimile signature) under its corporate seal (or a facsimile thereof), attested by its Secretary or an Assistant Secretary (manually or by facsimile signature), and deliver for authentication to The Chase Manhattan Bank, (National Association), as Trustee, \$195,000,000 aggregate principal amount of such Bonds in one or more series, the principal amount of each series, the series letter, interest rate, maturity and redemption provisions, as well as the actual cash cost to the Company of the permanent improvements, extensions or additions or the principal amount of bonds in substitution for and in place of which such new bonds are to be issued, and their series letter and maturity, are hereby authorized to be set forth in a letter to the Trustee, signed by the President or any Vice President or the Treasurer or any Assistant Treasurer of this Company. Said Bank, as Trustee, is hereby authorized and requested to authenticate each series of Bonds and to deliver the same, when so authenticated, to or upon the orders of the President or any

* Series to be sequentially named at the time of acceptance of a bid on the Bonds.

** As designated by Klaus Bergman and Stanley I. Garnett, II, or either of them.

Vice President and the Treasurer or any Assistant Treasurer of this Company, pursuant to the terms of the Original Indenture and of the Supplemental Indenture relating to each series; and further

RESOLVED, that the definitive Bonds of each such series shall be substantially in the form attached as an exhibit hereto, with such changes therein as the officers of this Company executing the same shall approve, such approval to be conclusively evidenced by their execution thereof; and further

RESOLVED, that the principal corporate trust office of The Chase Manhattan Bank (National Association) is hereby designated as the agent of this Company for the registration, transfer and exchange of Bonds of each said series; and further

RESOLVED, that the Chase Manhattan Bank, (National Association) is hereby appointed Agent of this Company for the payment of the principal of (and premium, if any) and interest on, the Bonds of each such series, and as such Agent may, in the performance of its duties, rely conclusively upon any instructions received by it and signed by the Chairman, President, any Vice President, the Treasurer, or Assistant Treasurer, the Secretary or any Assistant Secretary of this Company; and that this Company indemnify and hold free and harmless said Bank from and against any and all claims, demands, losses, expenses or liabilities which may be incurred by it in acting upon or paying any of such Bonds believed by it to be genuine, or by reason of any action taken by it in reliance upon any such instructions; and further

RESOLVED, that the proper officers of this Company are hereby authorized to take such steps, including the execution and filing, in the name and on behalf of this Company or otherwise, of such certificates, affidavits, covenants, statements, or consents, as they may deem necessary or advisable to qualify each new series of Bonds to be issued in accordance with the financing plan previously approved and that approved today by the Board of Directors of the Company under the securities and blue sky laws of such states in the United States as they may determine; and further

RESOLVED, that it may be desirable and in the best interest of the Company to have any series of Bonds listed on the New York Stock Exchange and any other stock exchange deemed desirable; that the proper officers are hereby authorized to determine the desirability of listing any series of the Bonds

on the New York Stock Exchange and any other stock exchange deemed desirable, and in connection therewith to execute and file, and in the name and on behalf of this Company and under its corporate seal or otherwise, all requisite papers and documents as they may deem appropriate and desirable; and further

RESOLVED, that the proper officers are authorized to execute and file, on behalf of this Company, an application for the registration of the Bonds with the Securities and Exchange

Commission pursuant to the provisions of the Securities and Exchange Act of 1934, as amended, in such form as the officers of the Company executing the same may determine and as counsel for the Company may advise; and further

RESOLVED, that the selection of Simpson, Thacher & Bartlett as independent counsel for the prospective purchasers of each series of the Bonds is hereby ratified and approved; and further

RESOLVED, that Sullivan & Cromwell, Robert R. Winter, Thomas K. Henderson, and each of them, are hereby appointed counsel to give the opinions of counsel required by the Original Indenture and pursuant to the Purchase Agreement in connection with the issuance of each series of Bonds, and that Carl F. Schlenke is hereby appointed Engineer for the purpose of executing any engineer's certificates required by the provisions of the Original Indenture in connection with the issuance of such Bonds; and further

RESOLVED, that the proper officers of and counsel to this Company are hereby authorized to execute and deliver all such documents, to effect any necessary regulatory filings, and to do or cause to be done all such other acts and things as may be necessary or desirable to effect the execution, authentication and delivery of said \$195,000,000 aggregate principal amount of Bonds in accordance with the provisions of said Original Indenture and said Supplemental Indenture relating to each series of the Bonds, and otherwise to effect the purposes and intent of the foregoing resolutions.

(Form of Bond)
WEST PENN POWER COMPANY
Incorporated under the Laws of
the Commonwealth of Pennsylvania

First Mortgage Bond, Series _____, _____ %
Due

West Penn Power Company (hereinafter called the Company), for value received, promises to pay to _____ or registered assigns, on the first day of _____, at the office or agency of the Company in the Borough of Manhattan, The City of New York, **** DOLLARS *** in coin or

currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay to the registered holder interest thereon from _____ or, if later, the _____ or _____ next preceding the date of this bond, at the rate of _____ per centum (_____ %) per annum in like coin or currency, payable at said office or agency in New York on the first days of _____ and _____ in each year, until such principal shall be paid. The interest so payable on any _____ or _____ will, subject to certain exceptions provided in the Mortgage referred to below, be paid to the person in whose name this bond is registered at the close of business on the last business day which is more than fourteen days prior to such _____ or _____.

This bond is one of an issue of First Mortgage Bonds of the Company, all issued and to be issued under and equally secured by a Mortgage and Deed of Trust (hereinafter called the Mortgage), dated March 1, 1916, executed by the Company to the Equitable Trust Company of New York, as Trustee, to which Mortgage and to the indentures supplemental thereto reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds in respect of such security and the terms and conditions upon which the bonds are issued and secured; but neither the foregoing reference to the Mortgage or any indenture supplemental thereto nor any provision thereof or of this bond shall affect or impair the obligation of the Company, which is unconditional, to pay the principal of and the interest on this bond at the respective times herein provided.

First Mortgage Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Mortgage provided. This bond is one of a series designated as "First Mortgage Bonds, Series

_____, _____ %," of the Company, issued under and secured by the Mortgage and all indentures supplemental thereto and described in an indenture supplemental thereto (herein called the "Supplemental Indenture"), dated as of _____, executed by the Company, to the Trustee.

The bonds of this series are subject to redemption, upon not less than 20 days nor more than 60 days prior notice, (a) upon application as provided in the Mortgage, as supplemented, of moneys included in the trust estate (other than any moneys included in the trust estate pursuant

to the Renewal and Replacement Fund provided for in Section 4 of Article II-G or pursuant to the Maintenance Fund provided for in Section 3 of Article II-B), at any time or times, at a Special Redemption Price of 100% of the principal amount so redeemed, or (b) [at any time or times], [on or after _____, _____] as a whole or in part, at the applicable percentage of their principal amount set forth below under "Regular Redemption Price" for the periods indicated:

If redeemed during the 12-month period beginning _____, _____,	Regular Redemption Price	If redeemed during the 12-month period beginning _____, _____,	Regular Redemption Price
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together, in each case, with accrued interest to the redemption date; subject, however, to the conditions that (i) [prior to _____, the Company may not redeem this bond at the Regular Redemption Price directly or indirectly with or in anticipation of moneys borrowed at an interest cost to the Company (calculated in accordance with accepted financial practice) of less than _____ a year and] (ii) redemptions of bonds of this Series during any 12-month period beginning May 1 pursuant to the application of such moneys included in the trust estate as provided in the

Mortgage, as supplemented may not exceed the greater of (a) 1% of the aggregate principal amount (\$ _____) of the bonds of this series originally issued or (b) the lowest percentage so redeemed (zero, if none are redeemed) of any other series of bonds then redeemable pursuant to such method during such 12-month period relative to the respective aggregate principal amount of bonds of such other series originally issued.

The principal hereof may also become due on the conditions, in the manner and at the time set forth in the Mortgage, if default be made in the payment of interest on any of the bonds of this issue or in the performance of certain covenants of the Mortgage.

Modifications of the rights and obligations of the Company and of the holders of the bonds may be made as provided in and to the extent permitted by the Mortgage, as supplemented; but without the consent of the holder hereof, no such modification may extend the time of payment of the principal hereof or interest hereon or reduce the principal hereof or the rate of interest hereon.

This bond is transferable by the registered holder hereof in person, or by his duly authorized attorney, on the books of the Company at its office or agency in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, and, thereupon, a new registered bond of the same series for a like principal amount will be

issued to the transferee in exchange herefor, as provided in the Mortgage, and upon payment, if the Company shall require it, of the transfer charges therein prescribed. This bond may be exchanged at said office or agency of the Company for a like aggregate principal amount of registered bonds of other authorized denominations of the same series upon surrender and cancellation of this bond and upon payment, if the Company shall require it, of the charges prescribed in the Mortgage.

No recourse shall be had for the payment of the principal of or interest on this bond against any stockholder, officer or director of the Company, either directly or through the Company, under any statute or by the enforcement of any assessment or otherwise, all such liability of stockholders, this bond and being likewise waived and released by the terms of the Mortgage.

The registered holder of this bond, by acceptance hereof, thereby waives and releases and forever discharges the Company from all obligation under that part of the covenant contained in Section 2 of Article II of the Mortgage which provides that the Company (i) will not make any deduction from either principal or interest paid or payable on this bond for any tax or taxes, assessments or other governmental charges imposed by the United States or by any state, or county, or municipality therein, which the Company may be required to pay thereon or to retain therefrom under or by reason of any law or laws, and (ii) will take all steps and make all payments from time to time necessary, prescribed or imposed by any law of Pennsylvania to make and continue this bond as exempt from taxation in said state. The registered holder of this bond, by acceptance hereof, thereby agrees to furnish to the Company such evidence as may be necessary to enable the Company to determine whether or not the Company or any agent thereof is required by law to deduct or retain any tax or taxes from any payment of principal or interest on this bond. The registered holder of this bond, by acceptance hereof, thereby waives and releases and forever discharges the Company and the Trustee from all obligations under that part of Section 11 of Article I of the Mortgage which provides for the exchange of registered bonds for coupon bonds.

This bond shall not become obligatory until The Chase Manhattan Bank (National Association), the successor Trustee under the

Mortgage, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, West Penn Power Company has caused the facsimile signatures of its President and its Secretary and a facsimile of its corporate seal to be hereto affixed.

WEST PENN POWER COMPANY

President

By.....

Attest:

.....

Secretary

Exhibit 12(a)

WEST PENN POWER COMPANY

COMPUTATION IN SUPPORT OF RATIO OF EARNINGS TO FIXED CHARGES FOR 8-K
(DOLLAR AMOUNTS IN THOUSANDS)

	12 Months Ended 6/30/94	12 Months Ended 12/31/93
Earnings:		
Consolidated net income	\$110,875	\$102,061
Fixed charges (see below)	59,416	61,845
Income taxes	57,311	51,958
Total Earnings	\$227,602	\$215,864
Fixed Charges:		
Interest on long-term debt	\$56,149	\$58,857
Other interest	2,055	1,728
Estimated interest component of rentals	1,212	1,260
Total Fixed Charges	\$59,416	\$61,845
Ratio of Earnings to Fixed Charges	3.83	3.49