
**PRIMARY POWER SERVICE
SCHEDULE 44**

AVAILABILITY

Available only to locations now served hereunder and to locations for which definite rate commitments have been made as of December 31, 1998, under conditions stated below for interruptible power service at not less than 25,000 volts balanced three phase for loads of 5,000 kilovolt-amperes or greater to the extent that Company, in its sole judgment, determines that it has capacity for such service at the point of supply. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. An Electric Service Agreement shall be executed.

(C)

Riders Available - Opportunity Power Rider and Experimental Shoulder-Peak Rider are available under this schedule.

MONTHLY RATE

DISTRIBUTION CHARGES

Point of supply at generating stations

All kilovolt-amperes..... \$0.08 per kilovolt-ampere
All kilowatt-hours..... \$0.00030 per kilowatt-hour

Point of supply at transmission lines

First 5,000 kilovolt-amperes..... \$0.09 per kilovolt-ampere
Additional kilovolt-amperes..... \$0.08 per kilovolt-ampere
All kilowatt-hours..... \$0.00030 per kilowatt-hour

Penalty Charge

In addition to the above demand and energy charges, a charge of \$7.00 per kVA will apply each time a Customer fails to interrupt when requested. The kVA subject to this charge shall be the maximum fifteen-minute kilovolt-ampere demand during each interruption period beginning with the second full fifteen-minute period after commencement of an interruption by the Company and continuing through the fifteen-minute period immediately preceding termination of that interruption period.

(C) Indicates Change

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**PRIMARY POWER SERVICE
 SCHEDULE 44 (Continued)**

TRANSMISSION CHARGES

Point of supply at generating stations

All kilovolt-amperes	\$(0.09) per kilovolt-ampere
All kilowatt-hours	\$0.00161 per kilowatt-hour

Ancillary Services:

Scheduling, System Control & Dispatch	\$0.00 per kilovolt-ampere
Energy Imbalance	\$0.00 per kilovolt-ampere
Reactive & Voltage Control	\$0.07 per kilovolt-ampere
Regulation & Frequency Response.....	\$0.07 per kilovolt-ampere
Spinning Reserve	\$0.19 per kilovolt-ampere
Supplemental Reserve	\$0.17 per kilovolt-ampere

Point of supply at transmission lines

First 5,000 kilovolt-amperes	\$(0.03) per kilovolt-ampere
Additional kilovolt-amperes	\$(0.09) per kilovolt-ampere
All kilowatt-hours	\$0.00162 per kilowatt-hour

Ancillary Services:

Scheduling, System Control & Dispatch	\$0.00 per kilovolt-ampere
Energy Imbalance	\$0.00 per kilovolt-ampere
Reactive & Voltage Control	\$0.07 per kilovolt-ampere
Regulation & Frequency Response.....	\$0.07 per kilovolt-ampere
Spinning Reserve	\$0.19 per kilovolt-ampere
Supplemental Reserve	\$0.17 per kilovolt-ampere

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.

INTANGIBLE TRANSITION CHARGES (ITC/ITC-2)

Point of supply at generating stations

All kilovolt-amperes	\$0.47 per kilovolt-ampere	(D)
All kilowatt-hours	\$0.00166 per kilowatt-hour	(D)

Point of supply at transmission lines

First 5,000 kilovolt-amperes	\$0.52 per kilovolt-ampere	(D)
Additional kilovolt-amperes	\$0.46 per kilovolt-ampere	(D)
All kilowatt-hours	\$0.00161 per kilowatt-hour	(D)

(D) Indicates Decrease

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GENERATION CHARGES

Point of supply at generating stations

All kilovolt-amperes	\$5.94 per kilovolt-ampere	(I)
All kilowatt-hours	\$0.02392 per kilowatt-hour	(I)

Point of supply at transmission lines

First 5,000 kilovolt-amperes	\$6.52 per kilovolt-ampere	(I)
Additional kilovolt-amperes	\$5.74 per kilovolt-ampere	(I)
All kilowatt-hours	\$0.02309 per kilowatt-hour	(I)

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.

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 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 by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

Compensating for Transmission and Distribution Losses.

For service between 15,000 and 100,000 volts, multiplying Customers' on peak metered energy by 1.05091 and off-peak metered energy by 1.04128 produces the generation energy that must be delivered to the West Penn system. For service at other voltages, Customer should contact Company for loss factor.

DETERMINATION OF CUSTOMER'S DEMAND

Customer's Kilovolt-ampere Demand:

The Customer's kVA demand for any month shall be the on-peak demand plus 50% of the amount the off-peak demand exceeds 120% of the on-peak demand.

The on-peak demand shall be the maximum fifteen-minute kilovolt-ampere demand of the on-peak period plus 25% of the maximum instantaneous kilovolt-ampere operating peak in excess of 140% of the maximum on-peak fifteen-minute demand.

(I) Indicates Increase

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WEST PENN POWER COMPANY

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The off-peak demand shall be determined for the off-peak period in the same manner as the on-peak demand.

The on-peak period shall be from 7 a.m. until 10 p.m. Monday through Saturday, provided however, that the designated on-peak hours may be changed from time to time to conform to Company's system load upon 60 days written notice to Customers affected. The off-peak period shall include all other times not designated as on-peak.

Customer's Demand shall not be less than the highest of the following:

- (a) 5,000 kilovolt-amperes.
- (b) 75% of the kilovolt-ampere capacity specified in the Electric Service Agreement.
- (c) 75% of the highest Customer's Demand established during the most recent ten-year period or during the Term of the Electric Service Agreement whichever is the lesser time.

CONDITIONS

Company reserves the right to interrupt or curtail service without notice. Company intends to use every reasonable effort to make, and expects to be able to make, the capacity specified in the Electric Service Agreement available for at least 80% of the hours in any calendar month and 90% of the hours in any calendar year; provided, however, that Company shall not be liable for any loss, cost, damage, or expense to Customer caused by a failure, from any cause whatsoever, to supply service whether within or beyond the limits of capacity availability specified above. In the case of interruption or curtailment of the load, the outage time used when measuring capacity availability will be the load reduction period times the ratio, not to exceed one, of the load reduction to the Agreement Capacity. Outage time resulting from acts of God, public enemies, strikes, riots, wars, orders of Court or other Governmental authority, or any other acts or conditions reasonably beyond the control of Company shall not be included when measuring capacity availability.

Customer shall provide line facilities required to deliver power from the supply point to his plant and control equipment required at Customer's plant. Line and control facilities shall be subject to approval by Company.

Should Company be ordered by Governmental authority during a national emergency to supply firm instead of interruptible service, billing shall be on an applicable firm power schedule.

Customer's power factor correction equipment shall not be operated in a manner creating a condition which prevents Company from supplying satisfactory service to him or to other Customers.

TERM

The minimum Term of the initial Electric Service Agreement shall be five years and one-year written cancellation notice shall be required.