

WEST PENN POWER COMPANY

CURTAILABLE SERVICE RIDER

AVAILABILITY

(C)

This Rider is available only to locations now served hereunder and to locations for which definite rate commitments have been made as of December 31, 1998 to Customers served on Schedules 30, 40, 41 and 46 upon written request by Customer and written acceptance by Company. The minimum capacity available for curtailment must be 5,000 kilowatts for Schedules 30, 40 or 41 and 5,000 kilovolt-amperes for Schedule 46. The minimum capacity available for curtailment must be normally available during the on-peak period designated in the applicable rate schedule. Customer shall agree to curtail (1) to a predetermined firm level, or (2) a predetermined kW or kVA capacity. While the remainder of this rider will indicate capacity units in kilowatts, kilovolt-amperes should be substituted for the Schedule 46 Customers. Minimum curtailment capacity may be composed of curtailment capacities of up to 3 connections totaling the Rider minimum curtailment capacity of 5,000 kilowatts. Connections contributing to the contract curtailment capacity must curtail a minimum of 1,000 kilowatts each.

MONTHLY RATE

Transmission
Per kW Generation
Per kW

(C)

Credit 1)	Credit for curtailment to a predetermined firm level, per kilowatt for the predetermined curtailable capacity.	\$0.04	\$0.21
Credit 2)	An additional credit per kW of Average Capacity Reduction per curtailment during each month in which a curtailment occurs.	\$0.11	\$0.64
Credit 3)	Additional credit for each curtailment per kW for the Capacity Curtailed.	\$0.07	\$0.43

The generation credits apply only to Customers receiving PLR service from Company. The generation credit does not apply to Customers obtaining Competitive Energy Supply.

The total monthly billing credits given shall not exceed the Customer's Monthly Capacity Charge as indicated in the Rate Schedule.

Average Capacity Reduction per curtailment shall mean the total of the Capacity Curtailed divided by the number of curtailments requested.

The Capacity Curtailed shall mean the difference between the Customer's demand capacity in the average of the four (4) fifteen (15) minute periods immediately preceding the Company's notice to curtail and the maximum Customer demand capacity recorded during any of the fifteen (15) minute periods during the curtailment.

CUSTOMER OBLIGATION

The Customer agrees to curtail the full curtailable capacity or down to the predetermined firm level within 10 minutes following the request of the Company and to maintain the curtailment until the Company gives clearance to restore the load. If Customer meets rate schedule minimum curtailment capacity by contracting to curtail at more than one connection, Company shall still request curtailment from one Customer point of contact.

(C) Indicates Change

Concluded on Page No. 30-2

WEST PENN POWER COMPANY

CURTAILABLE SERVICE RIDER (Concluded)

CURTAILMENT LIMITATIONS

The Company agrees not to request more than twenty-five (25) curtailments during any calendar year. Curtailments will be requested only for emergency or potential emergency conditions and are solely at the discretion of the Company.

PENALTY

If the Customer fails to curtail down to its predetermined firm level or curtails less than the predetermined curtailable capacity during each curtailment request, Credit 1 is forfeited for that month. If the Customer fails to curtail down to its predetermined firm level or curtails less than the predetermined curtailable capacity more than one (1) time in any twelve (12) month period, the Customer will pay a penalty. The penalty will be \$3.00 per kW per occurrence and will be based on (a) the amount by which the highest demand reached during a curtailment exceeds the predetermined firm level, or (b) the amount by which the Capacity Curtailed fails to reach the predetermined curtailable capacity. After the third occurrence, the Company has the right to cancel the Curtailable Service provision.

CONDITIONS

Company shall not be liable for any loss, cost, damage, or expense to Customer caused by the curtailment of electric service.

Should Company be ordered by Governmental authority during a national emergency to supply firm instead of curtailable service, all provisions of this curtailable service shall become null and void.

TERM

The initial term of this Curtailable Service provision shall be five years and a one-year written cancellation notice shall be required, unless the Company agrees in writing to a shorter notice period. During the first six (6) months of service under this provision, the Company agrees to accept a written thirty (30) day notice of termination from the Customer.

The Company reserves the right to withdraw this Curtailable Service provision upon one (1) year's written notice to the Customer.