



**CONTAINS HIGHLY CONFIDENTIAL INFORMATION**

October 6, 2016

**VIA HAND DELIVERY**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Application of NRG Energy Center Pittsburgh LLC for a Certificate of Public Convenience under Section 1102(a)(1) of the Pennsylvania Public Utility Code to expand its service territory for steam, hot water, and chilled water service into a certain portion of the Uptown Corridor of the City of Pittsburgh, Pennsylvania; Docket No. A-2016-\_\_\_\_\_

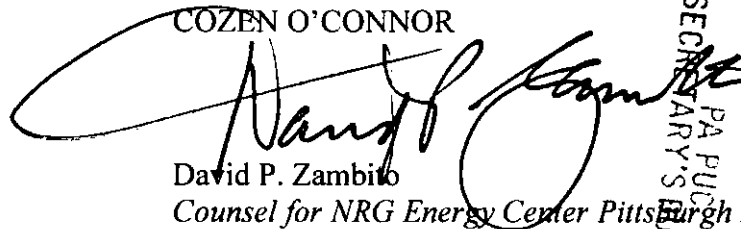
Dear Secretary Chiavetta:

Enclosed for filing with the Commission on behalf of NRG Energy Center Pittsburgh LLC ("NRGP") is the original Application in the above-referenced proceeding. Copies of this document have been served in accordance with the attached Certificate of Service. A check (No. 629567) in the amount of \$350.00 is enclosed for the filing fee.

*Please note that Appendices B, F, and G contain **HIGHLY CONFIDENTIAL INFORMATION** and have been placed in a separate sealed envelope. Appendices B, F, and G should be placed in a non-public folder by the Secretary's Bureau in accordance with the Commission's standard practice for proprietary information.*

If you have any questions regarding this filing, please direct them to me. Please date-stamp the enclosed copy of the filing and return it with our messenger. Thank you for your attention to this matter.

Sincerely,

COZEN O'CONNOR  
  
David P. Zambito  
Counsel for NRG Energy Center Pittsburgh

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PA PUBLIC  
UTILITY  
COMMISSION  
SECRETARY'S  
BUREAU

Enclosures

cc: Per Certificate of Service  
Paul T. Diskin, Director, Bureau of Technical Utility Services

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of NRG Energy Center Pittsburgh :  
LLC for a Certificate of Public Convenience :  
under Section 1102(a)(1) of the Pennsylvania :  
Public Utility Code to expand its service territory :       Docket No. A-2016-\_\_\_\_\_ :  
for steam, hot water, and chilled water service :  
into a portion of the Uptown Corridor of the City :  
of Pittsburgh, Pennsylvania :

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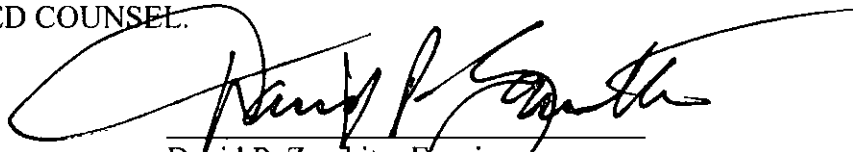
**NOTICE TO PLEAD**

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YOU ARE HEREBY ADVISED THAT, PURSUANT TO THE REGULATIONS OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION AT 52 PA. CODE §§ 5.51-5.53, YOU MAY FILE A PROTEST TO THIS APPLICATION WITH THE SECRETARY'S BUREAU OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION AT THE FOLLOWING ADDRESS:

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street – Filing Room (2nd Floor)  
P.O. Box 3265  
Harrisburg, PA 17107-3265

PROTESTS MUST BE FILED WITHIN THE TIME SPECIFIED IN THE NOTICE OF THE APPLICATION TO BE PUBLISHED IN THE *PENNSYLVANIA BULLETIN*. FOR MORE INFORMATION REGARDING THE FILING OF A PROTEST, PLEASE CONTACT THE SECRETARY'S BUREAU AT (717) 772-7777. A COPY OF ANY PROTEST SHOULD BE SERVED ON THE UNDERSIGNED COUNSEL.



David P. Zambito, Esquire  
Cozen O'Connor  
17 North Second Street, Suite 1410  
Harrisburg, PA 17101  
Telephone: (717) 703-5892  
Fax: (215) 989-4216  
Email: dzambito@cozen.com

Date: October 6, 2016

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**BEFORE THE RECEIVED**  
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
**2016 OCT -6 PM 4:30**

Application of NRG Energy Center Pittsburgh :  
LLC for a Certificate of Public Convenience :  
under Section 1102(a)(1) of the Pennsylvania :  
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into a portion of the Uptown Corridor of the City :  
of Pittsburgh, Pennsylvania :

PA PUC  
SECRETARY'S BUREAU

Docket No. A-2016-\_\_\_\_\_

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**APPLICATION OF NRG ENERGY CENTER PITTSBURGH LLC FOR  
EXPANSION OF SERVICE TERRITORY**

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NRG Energy Center Pittsburgh LLC (“NRGP”), by its counsel in this matter, Cozen O’Connor, hereby files this application with the Pennsylvania Public Utility Commission (“Commission”) for a certificate of public convenience pursuant to Sections 1102(a)(1) and 1103 of the Pennsylvania Public Utility Code (“Code”), 66 Pa. C.S. §§ 1102(a)(1), 1103, for an expansion of NRGP’s service territory into certain portions of the Uptown Corridor of the City of Pittsburgh, Pennsylvania (“Application”). The expansion is necessary in order for NRGP to provide heating and cooling services to UPMC Mercy, the main hospital of the University of Pittsburgh Medical Center, (“UPMC”) pursuant to the Energy Services Agreement between NRGP and UPMC, dated August 18, 2016 and conditioned upon Commission approval (“ESA”). As will be demonstrated by this Application, there is a need for NRGP’s service in the applied-for service territory by UPMC and other prospective customers and NRGP is technically, legally, and financially fit to undertake the proposed expansion. Moreover, the expansion will promote the public interest. In support of this Application, NRGP represents as follows:

## **I. APPLICANT**

1. NRGP is a certificated Pennsylvania public utility currently providing steam, hot water, and chilled water service to the public in the 21st and 22nd wards in the City of Pittsburgh pursuant to certificates of public convenience at Docket Nos. A-130001 *et seq.* It has approximately 20 customers and services a total of approximately 6.3 million square feet of building space in approximately 35 different buildings. NRGP is a Delaware limited liability company with its principal place of business at 111 South Commons, Pittsburgh, PA 15212.

2. NRGP is a wholly-owned subsidiary of NRG Thermal LLC ("NRG Thermal"), which in turn is wholly-owned by NRG Yield LLC. NRG Yield, Inc. ("NRG Yield") is the managing member and majority-owner of NRG Yield LLC. The remaining interest in NRG Yield LLC is owned by NRG Energy, Inc. ("NRG"). NRG holds a controlling interest in NRG Yield.

3. NRG is a wholesale power generation company engaged in the ownership, development, construction and operation of power generation facilities; in the transacting and trading of fuel and transportation services; and the trading of energy, capacity and related products primarily in the United States. It is also engaged in the development of district heating and cooling technologies. NRG was originally incorporated as a Delaware corporation in 1992 and has since existed in its current form since emerging from bankruptcy on December 5, 2003. NRG's headquarters and principal executive offices are located at 804 Carnegie Center, Princeton, NJ 08540.

4. NRG Yield is a dividend growth-oriented company formed as a Delaware corporation on December 20, 2012, to serve as the primary vehicle through which NRG owns, operates and acquires contracted renewable and conventional generation and thermal infrastructure assets. NRG Yield owns a diversified portfolio of contracted renewable and conventional

generation and thermal infrastructure assets in the United States. Its contracted generation portfolio as of December 31, 2015 collectively represents 4,559 net MW. Each of these assets sells substantially all of its output pursuant to long-term offtake agreements with creditworthy counterparties. The average remaining contract duration of these offtake agreements was approximately 17 years as of December 31, 2015, based on cash available for distribution. NRG Yield also owns thermal infrastructure assets with an aggregate steam and chilled water capacity of 1,449 net MWt and electric generation capacity of 124 net MW. These thermal infrastructure assets provide steam, hot water and chilled water, and in some instances electricity, to commercial businesses, universities, hospitals and governmental units in multiple locations, principally through long-term contracts or pursuant to rates regulated by state utility commissions, including the Commission. NRG Yield's headquarters and principal executive offices are located at 804 Carnegie Center, Princeton, NJ 08540.

5. NRG Thermal, a subsidiary of NRG and NRG Yield, owns and operates district energy systems and combined heat and power plants nationwide. Several systems serve one or two large users, while others serve hundreds of customers of all types and sizes within major U.S. cities. NRG Thermal is a Delaware limited liability corporation with its principal place of business at 80 South 8th Street, Suite 2850, Minneapolis, MN 55402-2200.

6. Attached hereto as **Appendix A** and incorporated herein by reference is an organizational chart showing the current organizational structure of NRG, NRG Yield and NRG Thermal as it relates to NRGP.

## II. APPLICANT'S COUNSEL

7. Counsel for NRGP is:

David P. Zambito (I.D. No. 80017)  
Cozen O'Connor  
17 North Second Street, Suite 1410  
Harrisburg, PA 17101  
Telephone: (717) 703-5892  
Facsimile: (215) 989-4216  
Email: dzambito@cozen.com

### **III. REQUESTED COMMISSION APPROVALS**

8. Section 1102(a)(1) of the Code requires authorization by the Commission, as evidenced by the issuance of a certificate of public convenience, “[f]or any public utility to begin to offer, render, furnish or supply within this Commonwealth service of a different nature or to a different territory than that authorized by” -- *inter alia* -- a certificate of public convenience granted under Code Section 1102. 66 Pa. C.S. § 1102(a)(1).

9. Under Section 1103 of the Code, the Commission shall issue a certificate of public convenience upon a finding that “the granting of such certificate is necessary or proper for the service, accommodation, convenience, or safety of the public.” 66 Pa. C.S. § 1103(a).

10. NRGP is requesting a certificate of public convenience pursuant to Code Sections 1102(a)(1) and 1103, 66 Pa. C.S. §§ 1101(a)(1), 1103, to provide steam, hot water, and chilled water service in the additional service territory described in **Appendix E** to this Application.

### **IV. NEED FOR SERVICE**

11. NRGP is currently certificated to provide steam, hot water, and chilled water service in the 21st and 22nd wards on the North Shore in the City of Pittsburgh.

12. In order to carry out its obligations to UPMC under the ESA, NRG is applying to provide service in a certain portion of the Uptown Corridor in the City of Pittsburgh -- *i.e.*, where

UPMC is located. Attached hereto as **Appendix B (HIGHLY CONFIDENTIAL)** and incorporated herein by reference is a complete copy of the ESA.<sup>1</sup>

13. The Uptown Corridor plant will initially provide service to UPMC. However, the plant will have sufficient capacity to provide service to some of UPMC's existing neighbors and future tenants on a 28-acre site that the Pittsburgh Penguins are developing nearby. Attached hereto as **Appendix C** and incorporated herein by reference are letters in support of the project from Mayor William Peduto of the City of Pittsburgh and the Urban Redevelopment Authority of Pittsburgh.

#### **V. DESCRIPTION OF SERVICE TERRITORY**

14. Attached hereto as **Appendix D** and incorporated herein by reference is a map showing NRG's current service territory on the North Shore and the applied-for service territory in the Uptown Corridor. The map also shows the neighboring area of the City in which Pittsburgh Allegheny County Thermal ("PACT"), an unregulated co-operative, currently provides steam service.

15. Attached hereto as **Appendix E** and incorporated herein by reference is a map and written description of the specific service territory in the Uptown Corridor for which NRG is applying. The applied-for service territory is intended to permit NRG to provide service to UPMC pursuant to the ESA and to allow for reasonable growth of the NRG Uptown Corridor system. After consultation with PACT, NRG has voluntarily restricted its applied-for territory in order to minimize any overlap with the areas currently being served by PACT.

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<sup>1</sup> Highly Confidential Treatment for the ESA is requested because it contains utility infrastructure information for a critical care facility and also contains trade secret and proprietary financial information.

**VI. NRGP TECHNICAL, LEGAL, AND FINANCIAL FITNESS**

16. As a currently-certificated public utility, NRGP is presumed to be technically, legally, and financially fit. *See e.g., South Hills Movers, Inc. v. Pa. Pub. Util. Comm'n*, 601 A.2d 1308, 1310 (Pa. Cmwlth. 1992).

17. NRGP has the technical capacity to meet the public need in the Uptown Corridor in a satisfactory fashion. It possesses sufficient staff, facilities, and operating skills to make the proposed service feasible, profitable, and a distinct service to the public.

18. NRGP plans to hire additional employees to operate and maintain the Uptown Corridor system, supplemented by the existing management and back office team. As an existing public utility, NRGP is presently equipped to handle back office functions -- such as billing, customer service and regulatory compliance -- for the new service territory.

19. NRGP clearly has a propensity to operate safely and legally. NRGP has a good compliance history with the Commission and other regulatory agencies, including the Allegheny County Health Department and the Pennsylvania Department of Environmental Protection. As part of the NRG family of companies, NRGP is subject to the strict requirements of NRG's corporate compliance policies as applicable, including but not limited to the following: the NRG Energy, Inc. Code of Conduct; the NRG Safety Program; and, the NRG Environmental Policy & Procedures Manual. NRGP has extensive legal, accounting and technical resources at its disposal to assist in compliance matters.

20. NRGP possesses the financial ability to provide reliable and respectable service to UPMC and the public in the Uptown Corridor. Attached hereto as **Appendix F (HIGHLY CONFIDENTIAL)** and incorporated herein by reference are NRGP's Statement of Cash Flows,



Statement of Operations, and Balance Sheet for the year ended December 31, 2015.<sup>2</sup> Attached hereto as **Appendix G (HIGHLY CONFIDENTIAL)** and incorporated by reference are NRGP's *pro forma* Statement of Cash Flows, *pro forma* Statement of Operations, and *pro forma* Balance Sheet for the end of the first full year of operation of the Uptown Corridor plant.<sup>3</sup> As demonstrated by the *pro formas*, NRGP has the financial fitness to provide expanded service in the public interest without any detriment to its existing customers or the financial standing of the company. NRGP is supported by the significant financial capabilities of NRG and its family of companies.

21. Under an "Engineering, Procurement, and Construction" agreements ("EPC Agreement), NRG Business Services LLC ("NRGBS"), a subsidiary of NRG, will be responsible for engineering, designing, constructing, and commissioning, on a not-to-exceed basis, a complete district energy system for NRGP to provide steam, chilled water, and emergency back-up power services to UPMC and, in the future, services to other customers. The financing for the construction period will be done with existing cash and liquidity from NRG's balance sheet. NRG will accordingly assume the initial financial and construction risks of the project and shield NRGP from such risks. As of June 30, 2016, NRG had a total liquidity of \$2,030MM, consisting of \$701MM in cash and \$1,329MM in undrawn revolver capacity.

22. Upon substantial completion of the Uptown Corridor project, NRGP will make substantial payment to NRGBS toward the newly-constructed facilities and title to the facilities will be transferred to NRGP. The financing will be handled by NRG Thermal, NRGP's immediate parent. Under the EPC Agreement, NRG Thermal will have to maintain sufficient cash-on-hand and sufficient liquidity in order to make payments under the EPC Agreement. NRG Thermal is currently in the process of securing favorable financing to fund the payment to NRGBS. The

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<sup>2</sup> Highly Confidential Treatment is requested because **Appendix F** contains proprietary financial information.

<sup>3</sup> Highly Confidential Treatment is requested because **Appendix G** contains proprietary financial information.

contemplated financing will be done with an existing lender that is familiar with district energy systems and that has already conducted detailed due diligence with respect to this transaction.

## **VII. PUBLIC BENEFITS OF EXPANDED SERVICE**

23. District energy systems, such as the one being proposed by NRG for the Uptown Corridor, increase energy and water efficiency for buildings and are stronger platforms for incorporating combined heat and power ("CHP") and renewable energy sources.

24. The expansion of NRG's service territory will increase NRG's customer base and, through the spreading of costs, allow NRG to maintain competitive service.

25. NRG's Uptown Corridor plant will allow UPMC to preserve capital and space for its core mission projects -- namely, the provision of quality health care to residents of the Commonwealth and the tri-state area. Similar benefits may be realized by other institutions and businesses that elect to connect to NRG's Uptown Corridor system.

26. NRG's Uptown Corridor project will help to increase energy resiliency in downtown Pittsburgh. In particular, the Uptown Corridor plant will provide a reliable source of steam, chilled water, and emergency power to UPMC -- a major, regional health care system.

27. NRG is making a substantial financial investment in the economic development of the City of Pittsburgh. The availability of steam, hot water, and chilled water services will help to attract developers to the area by eliminating the need for initial capital investment by the developers in individual, stand-alone thermal systems.

## **VIII. RATES AND INITIAL TARIFF SUPPLEMENT**

28. The base rates charged by NRG currently are governed by a tariff supplement approved on October 19, 2006, at Docket No. R-00061435. Nevertheless, most of NRG's

customers are served pursuant to Rate 3, which allows contracts for economic development and load stabilization reasons. A true and correct copy of NRGP's current tariff is attached hereto as **Appendix H** and incorporated herein by reference. The service territory expansion will have no immediate impact on base rates.

29. The ESA is being entered into pursuant to Rate 3. As required by Rate 3, the ESA provides for the recovery of the variable cost of production to serve UPMC. *See* ESA, Section 3, Exhibit C. Likewise, the ESA provides for a return on and of the capital investment installed to serve the customer and for a contribution towards NRGP's general overheads. *See id.*

30. Because the existing North Shore Plant will not be providing service to customers in the Uptown Corridor and the Uptown Corridor plant will not be providing service to customers on the North Shore, NRGP intends to establish a separate Steam Cost Rate ("SCR-U") and Chilled Water Cost Rate ("CWCR-U") for customers served by the Uptown Corridor plant.

31. Attached hereto as **Appendix I** and incorporated herein by reference is a copy of a *pro forma* tariff which sets forth the expanded service territory and a separate calculation for the SCR-U and CWCR-U. NRGP respectfully requests that it be permitted to file a tariff supplement consistent with the *pro forma* tariff supplement contained in **Appendix I**, to be effective on one-day's notice, at any time following Commission approval of this Application but prior to the "Service Commencement Date" (as defined by Section 1.(b) of the ESA).

## **IX. ADDITIONAL SUPPORTING DATA**

32. Pursuant to the Commission's Rules of Practice and Procedure, all annual reports, other routine periodic reports to the Commission, certificates of public convenience, securities certificates and similar documents on file with the Commission with respect to NRGP are incorporated herein by reference and made a part hereof.

**X. OTHER REQUIRED APPROVALS**

33. NRGP is in the process of negotiating a land purchase agreement with the Urban Redevelopment Authority of Pittsburgh for the land (approximately 21,659 square feet) upon which the Uptown Corridor plant will be located. The plant site will be approximately 1500 feet away from UPMC. As soon as that agreement is negotiated and executed (to be effective upon Commission approval), NRGP will file a copy with the Commission for issuance of a Certificate of Filing pursuant to Code Section 507, 66 Pa. C.S. § 507 (“Contracts between public utilities and municipalities”).

34. NRGBS is an affiliated interest of NRGP and, therefore, NRGP will, after execution of the EPC Agreement, file a request for Commission approval of such agreement under Code Section 2102, 66 Pa. C.S. § 2102 (“Approval of contracts with affiliated interests”). The agreement will contain language specifying that it will become effective upon Commission approval.

35. Attached hereto as **Appendix J** and incorporated herein by reference is the Commission-approved operations and maintenance agreement (“O&M Agreement”) between NRGP and NRG for support of NRGP’s operations in the City of Pittsburgh. NRGP will provide service in the applied-for service territory using the O&M Agreement. Accordingly, no further Commission approval of an affiliated interest agreement is required for this service territory expansion.

36. The ESA contemplates that NRGP (or an affiliate) will provide emergency power service to UPMC using the Uptown Corridor plant. *See* ESA, Section 6(c). Because such service will be provided only to UPMC, it is not properly considered service “to or for the public” and no Commission approval is required. *Cf.* 66 Pa. C.S. § 102 (regarding definition of “public utility”).

**XI. CONCLUSION AND REQUEST FOR RELIEF**

37. For all the reasons set forth herein, there is a need for steam, hot water, and chilled water service in the Uptown Corridor of the City of Pittsburgh and NRG has the technical, legal, and financial fitness to provide such service. NRG's proposed service territory expansion will promote the public interest and, accordingly, this Application for a certificate of public convenience should be granted.

**WHEREFORE**, NRG Energy Center Pittsburgh LLC respectfully requests that the Commission promptly issue a Certificate of Public Convenience pursuant to 66 Pa. C.S. §§ 1102(a)(1), 1103 evidencing its right to expand its service territory for steam, hot water, and chilled water service into a certain portion of the Uptown Corridor of the City of Pittsburgh, Pennsylvania.

Respectfully submitted,

COZEN O'CONNOR



David P. Zambito, Esquire (ID No. 80017)  
Cozen O'Connor  
17 North Second Street, Suite 1410  
Harrisburg, PA 17101  
Telephone: (717) 703-5892  
Facsimile: (215) 989-4216  
Email: dzambito@cozen.com

*Counsel for NRG Energy Center Pittsburgh LLC*

Dated: October 6, 2016

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## APPENDIX A

Organizational Chart showing the current  
organizational structure of NRG, NRG  
Yield and NRG Thermal as it relates to  
NRGP



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## **APPENDIX B**

**Executed Energy Services Agreement**



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## APPENDIX C

Letters in support of the project from  
Mayor William Peduto of the City of  
Pittsburgh and the Urban Redevelopment  
Authority of Pittsburgh



# CITY OF PITTSBURGH

"America's Most Livable City"

*Office of Mayor William Peduto*

March 18, 2016

Mr. Eric Cartwright  
VP Corporate Construction and Real Estate  
UPMC  
US Steel Tower  
60th Floor, Suite 6059  
Pittsburgh, PA 15219

Dear Mr. Cartwright:

On behalf of the City of Pittsburgh, I am pleased to convey my support for the new NRG Lower Hill District Energy System and UPMC's key role as the anchor customer. The energy conservation and environmental benefits derived from this new district energy system represent a significant contribution toward establishing Pittsburgh as an exemplar of urban sustainability and resiliency. The District Energy System also parallels the objectives of the EcoInnovation District initiative that is being developed concurrently in the Uptown and West Oakland neighborhoods.

We see this project as a great step toward a sustainable future for Uptown and the Lower Hill District. As part of the EcoInnovation District planning, the City is committed to studying the implementation of a number of incentives that can help to encourage the addition of District Energy customers for years to come. We will be examining options such as density bonuses, height bonuses, and simplified or expedited permitting for development projects that utilize district and/or renewable energy systems and would explore ways that any incentives or bonuses applied to a project would transfer to new owners of properties as those transfers occur.

The City of Pittsburgh recognizes that this District Energy System would be significantly benefited by your willingness to participate. Your leadership role to help Pittsburgh reach its environmental and energy conservation goals would be an outstanding example for others to follow.

Sincerely,

William Peduto  
Mayor of Pittsburgh



Urban  
Redevelopment  
Authority  
of Pittsburgh

## APPENDIX C

Page 2 of 2

412.255.6600

200 Ross Street  
Pittsburgh, PA 15219

[ura.org](http://ura.org)

March 14, 2016

Mr. Eric Cartwright  
VP Corporate Construction and Real Estate  
UPMC  
US Steel Tower  
60th Floor, Suite 6059  
Pittsburgh, PA 15219

RE: District Energy Plant

It is my pleasure to express the support of the Urban Redevelopment Authority of Pittsburgh for the new NRG Lower Hill District Energy System and the participation of the UPMC Mercy Facility as a customer. The Lower Hill District Energy System will offer efficient and cost effective district heating and cooling to current as well as new proposed developments in Uptown and the Lower Hill District neighborhoods.

The URA Board of Director's took action on September 10, 2015 to enter into exclusive negotiations with NRG for the sale of Block 2-G, Lot 92 (also known as Lot E) owned by the URA for the construction of the Lower Hill District Energy System. Furthermore, the URA is willing to include language as part of their disposition process to encourage new development on URA-owned parcels surrounding the Fifth and Forbes Corridors in Uptown to connect to the District Energy Plant.

The URA already has redevelopers submit a sustainability plan and meet with the Green Building Alliance to set project sustainability goals and determine strategies to meet those goals. For the URA-owned properties along the Fifth and Forbes Corridors in Uptown the URA will also have NRG meet with the redeveloper and discuss options on connecting to the Lower Hill District Energy System.

On behalf of the URA, I would like to express support for UPMC's participation and investment in the Lower Hill District Energy System.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Rubinstein".

Robert Rubinstein JWH  
Acting Executive Director

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OCT - 6 2016

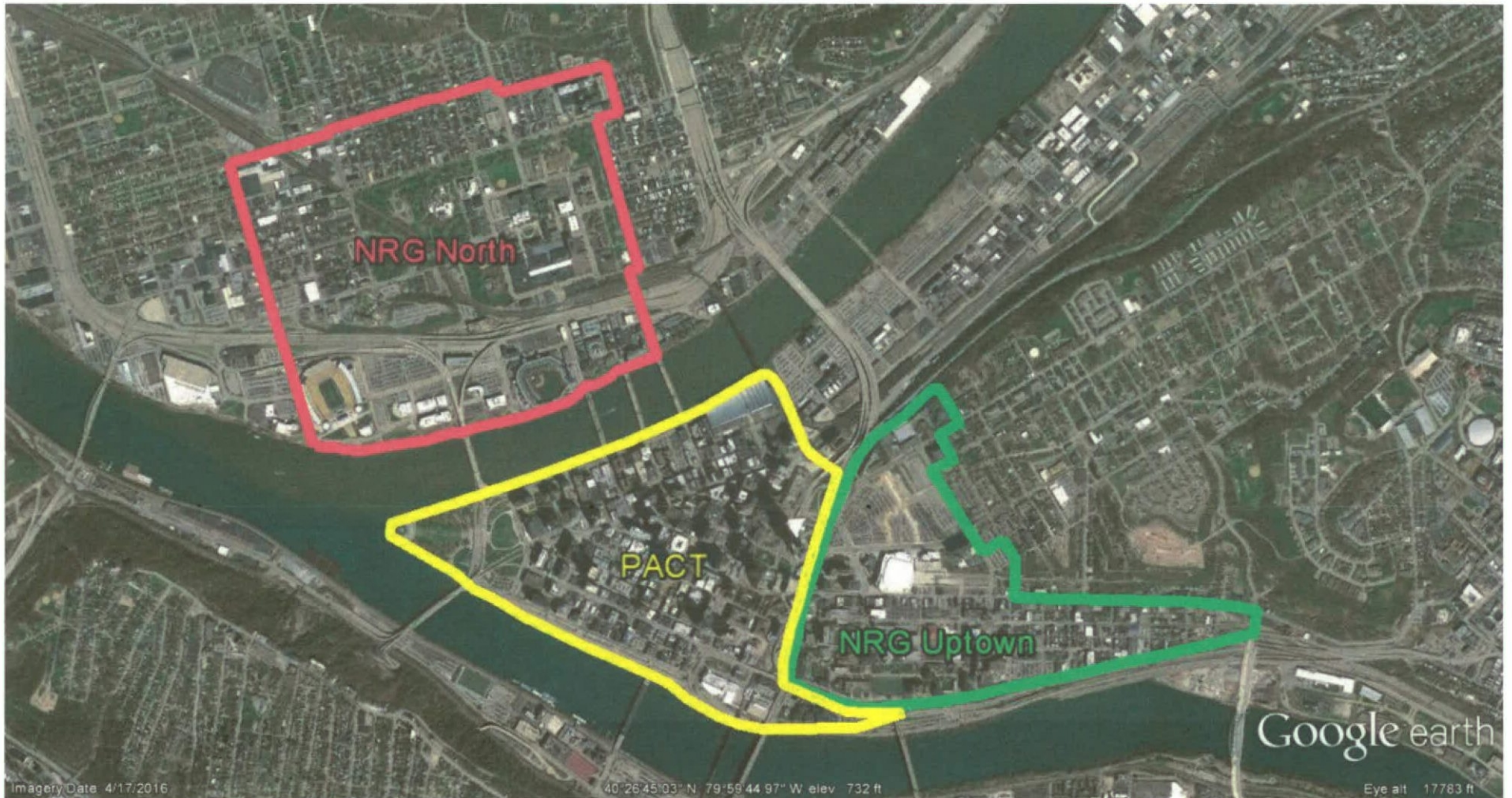
PA PUBLIC UTILITY COMMISSION  
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## **APPENDIX D**

**Map showing NRGP's current service territory on the North Shore and the applied-for service territory in the Uptown Corridor. The map also shows the neighboring area of the City in which Pittsburgh Allegheny County Thermal ("PACT"), an unregulated co-operative, currently provides steam service**

## APPENDIX D

### Three District Systems (NRG North Shore, PACT & NRG Uptown)



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# **APPENDIX E**

**Map and written description of the specific  
service territory in the Uptown Corridor  
for which NRGP is applying**

APPENDIX E  
Page 1 of 3

NRG Uptown  
(without street names)



# APPENDIX E

Page 2 of 3

## NRG Uptown (with street names)





## APPENDIX E

Page 3 of 3

### NRG Uptown (Area Boundary Description)

Segment		Area Boundary Description	Boundary Area	Side of Street
Start	End			
A	B	From intersection of the Boulevard of the Allies, NE along I-579 Crosstown Boulevard to Bigelow	East of Segment "A-B"	East Side
B	C	Northeast along Bigelow Boulevard to extrapolated intersection of Manilla Street	Southeast of Segment "B-C"	Both
C	D	Southeast from Bigelow Boulevard uphill along Manilla to Bedford Avenue	West of Segment "C-D"	Both
D	E	Southwest along Bedford Avenue to Mercer Street	North of Segment "D-E"	Both
E	F	Southeast along Mercer Street to Webster Avenue	West of Segment "E-F"	Both
F	G	Southwest along Webster Avenue to Crawford Street	North of Segment "F-G"	Both
G	H	Southeast along Crawford Street to Foreside Place	West of Segment "G-H"	Both
H	I	Northeast along Foreside Place to Vine Street	South of Segment "H-I"	Both
I	J	Southeast along Vine Street to Reed Street	West of Segment "I-J"	Both
J	K	South along Vine Street to Fifth Avenue	West of Segment "J-K"	Both
K	L	East along Fifth Avenue to Birmingham Bridge	South of Segment "K-L"	Both
L	M	South on Birmingham Bridge to Boulevard of the Allies	West of Segment "L-M"	Both
M.	A	West on Boulevard of the Allies to I-579 Crosstown Boulevard	North of Segment "M-A"	Both

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## **APPENDIX F**

NRGP's Statement of Cash Flows,  
Statement of Operations, and Balance  
Sheet for the Year Ended  
December 31, 2015

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## APPENDIX G

NRGP's *pro forma* Statement of Cash Flows, *pro forma* Statement of Operations, and *pro forma* Balance sheet for the end of the first full year of operation of the Uptown Corridor plant

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# APPENDIX H

NRGP'S Current Tariff

# APPENDIX H

Steam Tariff

HEATING AND COOLING - PA PUC NO. 5

NRG ENERGY CENTER PITTSBURGH LLC  
RULES AND REGULATIONS AND RATE SCHEDULES  
FOR HEATING AND COOLING SERVICE

In the 21st and 22nd Wards, Pittsburgh, Pennsylvania

Issued by:

Timothy Merrill, General Manager  
NRG ENERGY CENTER PITTSBURGH LLC  
111 South Commons  
Pittsburgh, PA 15212

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ISSUED: October 25, 2006

EFFECTIVE: October 30, 2006

LIST OF CHANGES MADE BY THIS TARIFF

This tariff cancels Tariff Heating and Cooling - PA PUC No. 4 and adopts the rates approved by the Pennsylvania Public Utility Commission in its Order, entered October 19, 2006, at Docket No. R-00061435. Rate 1 is decreased.

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## DEFINITIONS

As used in this tariff, the following terms shall have the following meanings:

"Applicant." A person who applies to the Company to receive service as a heating and/or cooling Customer.

"Code." The Pennsylvania Public Utility Code, 66 Pa. C.S. § 101 *et seq.*

"Commission." The Pennsylvania Public Utility Commission.

"Company." NRG Energy Center Pittsburgh LLC.

"Company Service Lines." The steam lines, condensate lines, hot water supply lines, hot water return lines, chilled water supply lines, and chilled water return lines which extend from the Company's main to the point of delivery at the Company's installation at the curb, or, in the case of the condensate and return lines, convey water back from the point of interconnection to the Company's main.

"Cooling Service." The provision of Chilled Water.

"Customer." A person who contracts for and/or who receives service from the Company.

"Customer Service Line." The steam lines, condensate lines, hot water supply lines, hot water return lines, chilled water supply lines, or chilled water return lines which connect the Company's service line with the Customer's service installation.

"Customer Service Installation." All piping, appliances and apparatus located on a Customer's premises, which transport or use steam, hot water and/or chilled water supplied by the Company, and which are connected to the Company's service line by means of the Customer's service line.

"Heating Service." The provision of either steam or hot water.

"NRG." NRG Energy Center Pittsburgh LLC.

"Mlb." 1,000 lbs. The unit of steam volumes.

"MMbtus" or million British Thermal Units. The unit of heat volumes.

"Point of Delivery." The Company's installation at the curb or to a designated point at the customer's building.

"Ton-hours." The unit of chilled water volumes.



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## RULES AND REGULATIONS

### 1. APPLICATIONS

An Applicant for heating and/or cooling service furnished by the Company must apply for service and will be required to sign a contract that will be binding after acceptance in writing by an authorized representative of the Company. A new application must be made to the Company upon any change in ownership where the owner of the property is the Customer. No representations or promises of any employee of the Company shall be binding unless made in writing over the signature of an officer of the Company. All contracts are subject to the rules and regulations and rate schedules set forth in this tariff and all supplements to this tariff which are or may be from time to time filed and posted by the Company in accordance with the Code. Except as otherwise specifically provided, all contracts with the Company are for a period of not less than one year. The Contract may contain, among other provisions, agreed-upon heating and cooling requirements (demands) for each structure, which requirements shall be one of the bases for the minimum charges. Such requirements, once established, shall not be subject to change except if an addition to the structure is made and a new higher requirement is agreed upon.

### 2. RIGHT-OF-WAY; METER SPACE; INGRESS AND EGRESS; METER TEST

Customers shall provide without charge a legally sufficient right-of-way acceptable to the Company for such pipes as in the judgment of the Company are necessary to the furnishing of service. Customers also shall provide and maintain without charge, in convenient locations acceptable to the Company, space for the accommodation of the Company's meters and other

apparatus installed on the premises of Customers. At all reasonable hours when a contract for service is in effect and after its termination, the Company's representatives shall have the right of ingress to and egress from the premises of Customers and shall have free and clear access to metering equipment for any and all purposes connected with the service rendered and for the exercise of any and all the Company's rights pursuant to this tariff.

Meter tests shall be in accordance with appropriate Commission regulations. Similar tests and adjustments shall be made in an appropriate manner in connections with meters not covered by such regulations.

### 3. SERVICE PIPES AND EQUIPMENT

The Company shall install and maintain its pipes and equipment on its side of the point of delivery, but shall not be required to install or maintain any pipes, equipment or apparatus, except meters and meter accessories beyond that point, unless specifically provided for in a contract.

### 4. CONNECTIONS TO CUSTOMERS' SERVICE LINES

The ordinary method of connection between the Company's distribution system and Customers' service lines will be by service lines owned by the Company. If a customer desires to have a connection made in any other manner, special arrangements may be made with the consent of the Company, which consent may be withheld at the Company's sole discretion. A

connection made pursuant to such special arrangements shall be installed and maintained at the cost of the Customer requesting such connection.

The Company reserves the right to make any service connection to its lines at such time as steam, hot water and/or chilled water can be shut off in the section of the main supplying system.

5. CUSTOMER'S SERVICE INSTALLATION; CONDENSATE

A customer, at its own cost, shall install necessary valves and any other necessary controls or safety devices of a type approved by the Company and shall, from time to time as necessary, adjust, renew or replace the same.

A Customer's service installation shall be installed in accordance with the Company's instructions and specifications and may be subject to the Company's inspection and approval. The Company may refuse to make a connection to or to continue service whenever in its judgment such installation is not in proper operating condition, or alternatively, may make a connection upon adequate assurances provided by the Customer, combined with an agreement to hold the Company harmless and maintain adequate insurance, with the Company's being an additional insured on such policy. If the Customer has such an insurance policy, then the customer must maintain it and shall provide a copy of such policy to the Company every six (6) months.

Steam customers shall be responsible for Condensate piping within their facility, shall not add any contaminants of the Condensate, and shall make best efforts to return Condensate at sufficient pressure to allow its return to NRG facilities.

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6. INTERRUPTIONS OF SERVICE; NOTICE; LIABILITY

The Company may, at any time, shut off its heating and/or cooling services in case of an accident, or for the purpose of making connections, alterations, repairs, changes to the system, or for any other reason. The Company will, so far as circumstances permit, notify Customers to be affected of any interruptions in steam service, hot water, and/or chilled water service at least forty-eight (48) hours in advance of such an event.

The Company's responsibility extends only to the supplying of service at the point of delivery. The Company's liability for any loss or damage from any excess or deficiency in the pressure, volume, or supply of steam, due to any cause other than willful misconduct by the Company, its agents, or employees, shall be limited to an amount equivalent to the meter charge for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur.

In no event shall the Company be liable for any direct, consequential, or indirect loss or damage caused by reason of any break, leak, or other defect, in the Customer's own service or condensate pipes, lines, fixtures, or other installations. Customers are warned of the risk of damage to property and possibility of personal injury resulting from improper piping and manner of attachment or use and maintenance of steam appliances, fixtures, and apparatus. Customers are required to allow only experienced and capable steam fitters to install or to make any change, alteration, addition, or repair to Customers' service lines and Customers' service installations. Customers assume full responsibility for the steam delivered to their premises at and past the

point of delivery. Customers also assume full responsibility for the operation of the apparatus, devices, and appurtenances used in connection with the service. Customers shall indemnify, save harmless, and defend the Company against all claims, demand, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the distribution or use of steam by Customer at or on Customer's side of the point of delivery or attributable to condensate formed on the Customer's side of the point of delivery.

The Company shall not be required to assume ownership, control or maintenance responsibility for any mains or other pipes which are not installed by it and/or which are not built to standards required by the Company.

#### 7. USE OF HEATING AND COOLING SERVICE

The use of service shall not be for any purpose or any place other than that stipulated in the contract. The services supplied by the Company may not be resold without previous written notice to and the written consent of the Company. Customers shall not use service in such manner as to cause disturbances on the Company's distribution system.

#### 8. NOTICE OF TROUBLE

Customers shall notify the Company promptly of any defect in, accident to, or trouble with the service or the Company's facilities.

9. REPAIRS BY NRG

Upon request, the Company may provide assistance to Customers, in order to minimize inconvenience or annoyance to Customers due to defects in Customers' service installations, and the Company may aid Customers in emergencies in making temporary repairs. However, in each and every case where any advice, aid, or assistance given gratuitously by the Company is accepted by Customers, the same shall be given and accepted without responsibility of any nature on the part of the Company. In any event, liability shall not exceed the cost of repairs. Immediately after such emergency repairs have been made, the Customer shall employ either the Company or a competent steam fitter not in the employ of the Company to make permanent repairs. Thereafter, the Customer shall have all Customer service installations inspected by an authorized inspector if repairs are made by a steam fitter not in the Company's employ or under contract to the Company.

10. NO ADDITIONS TO CUSTOMER'S SERVICE INSTALLATIONS WITHOUT COMPANY CONSENT

The service connections, regulators, meters, and appliances have a definite limited capacity, and no Customer may make additions to service installations without the previous written consent of the Company. Any Customer who makes additions or alterations to service installations shall be liable for any damage resulting therefrom.

11. BILLING AND PAYMENT

Bills will be rendered and payable once each month, and usually will be rendered for a period of approximately 30 days. When the billing period is less than or more than one month,

the bill may be prorated. A bill shall be deemed delinquent when it remains unpaid thirty (30) days after its presentation.

Bills normally will be based on meter readings performed at the end of each billing period but the Company may render an appropriately marked estimated bill when a meter reading is not obtained or when the meter is defective.

Bills are considered received by the Customer when delivered at or mailed to the premises where the service is supplied or an address mutually agreed upon. Where a Customer changes his billing address and fails to notify the Company, the Customer shall remain responsible to remit payment on a timely basis.

The Customer shall be responsible for the payment of a charge of fifty (\$50.00) dollars per incident when a check which has been presented to the Company for payment of any bills is returned by the bank for any reason. This charge is in addition to any and all charges assessed by the bank.

## 12. DEPOSITS

The Company may require deposits or guarantees satisfactory to it to secure the payment of bills as they mature. The amount of deposit shall not exceed the Company's estimate of the average bill for one billing period plus one month with a minimum of \$5.00. The Company may calculate the average bill for one billing period on the basis of the months of October through April, in lieu of a twelve month period. Interest on deposits, where applicable, is paid at the rate specified in the regulations of the Commission.

The need for deposits or guarantees is based on the credit risk posed by an Applicant or Customer.

### 13. INFORMAL DISPUTES

In the event of a dispute between a Customer and the Company regarding any bill, the Company promptly will make such investigation as required by the particular case and report the results to the Customer. When the Company has made such a report to the Customer stating the bills rendered are correct, then the Customer shall have fifteen (15) days from the date such report on which to pay the bill. If the Company determines the bill originally rendered is incorrect, then the Company will issue a corrected bill with a new payment date. Any amounts received by the Company in excess of the amount disclosed to be due by the Company's investigation of the dispute should be credited or returned to the Customer.

### 14. DISCONTINUANCE AND TERMINATION

a. Discontinuance. Discontinuance of service shall be governed by the customer's contract; all contracts will contain appropriate notice provisions.

b. Termination. The Company shall at all times have access to the premises of the Customer with the right to shut off service and remove its property from the premises upon reasonable notice for any of the following reasons: failure to make necessary repairs; nonpayment of any bills due under the existing or any previous contract; tampering with the meter or connections; fraudulent representation in relation to the consumption of steam, hot water, or chilled water; intentionally or grossly negligently contaminating or wasting condensate;



vacation from the premises; denying access to the Company's meter; selling or delivering steam, hot water or chilled water to other occupants of the premises without application to the Company; failure to make or increase any deposit; want of supply; waste of steam, hot water or chilled water from Customer's lines or appliances; or, failure to comply with or violation of the Company's Tariff Rules and Regulations.

Services to any Customer shall not be discontinued without a diligent attempt to have the Customer comply with its contract, if any, and with these Rules and Regulations. Service shall not be discontinued until after at least twenty-four (24) hours' written notice shall have been given by the utility that bills are five or more days delinquent or that the violation of Rules must cease and desist; provided, however, that if fraudulent use of heating or cooling service is detected, if the Company's measuring equipment has been tampered with, or if a dangerous condition is found to exist on the Customer's premises, then service may be shut off without advanced notice.

#### 15. CONNECTIONS FOR SERVICE - EXTENSION OF FACILITIES

The Company will extend its facilities to a new point of delivery within its service territory if, in its judgment, (a) the service to such new point of delivery will have no adverse effect upon the availability of steam to meet the present and reasonably foreseeable volume and pressure needs of existing ratepayers and (b) the investment occasioned by the extension of facilities is warranted by the revenue that it reasonably expects to result from such extension. The Company reserves the right to refuse services or to impose conditions upon the extension of

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facilities to or the furnishing of service at any point of delivery to Customers. Due to the diverse nature of the Company's commercial and industrial Customers with respect to factors influencing economic evaluations, items such as risk, reasonable economic life, and potential volumes consumed or delivered will be determined by the Company on an individual basis with input from the potential Customers. An economic feasibility study using these factors will be done by the Company to determine the maximum investment allowed for each potential Customer.

RATE 1Firm Heating and Cooling ServiceAPPLICABILITY

This rate schedule shall be applicable to any customer receiving service in the Company's service area.

AVAILABILITY

This service is available at one location for the total heating and cooling requirements of any customer. For purposes of measuring consumption under the declining block structure, the Company will aggregate the usage of all metering points that are under common ownership, as set forth on the customer impact schedules contained in Appendix A to the Joint Petition for Approval of Comprehensive Settlement Agreement approved by the Pennsylvania Public Utility Commission by Order entered February 15, 2000, at Docket No. R-00994641.

RATE

## (1) Monthly charge for Steam Service:

Customer Charge: \$300 per meter for each meter location.

Service Charge:

	<u>Rate Per mlb.</u>
For the first 1,200 mlbs. of steam per month	\$11.7427
For the next 1,800 mlbs. of steam per month	\$9.0688
All over 3,000 mlbs. of steam per month	\$4.8702

## (2) Monthly charge for Chilled Water Service:

Customer Charge: \$300 per meter for each meter location.

Service Charge:

	<u>Rate Per Ton-hour</u>
For the first 19,200 ton-hours per month	\$.3631
For the next 40,800 ton-hours per month	\$.2737
For all ton-hours over 60,000 per month	\$.1594

SURCHARGE AND ADJUSTMENTS

Heating and cooling services sold under these rates are also subject to any existing surcharges and riders.

LATE PAYMENT CHARGE

If the Company has not received payment of an outstanding bill within thirty (30) days from the date of mailing, a Late Payment Charge of 1.25% per month will be added to the unpaid balance each month until the entire bill is paid.

**RATE 2**

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**RATE 3****Economic Development and Load Stabilization****APPLICATION OF SCHEDULE**

This schedule is available to all customers or applicants for service from the Company who have multiple energy options, but only where the applicability of this schedule will enable the Company to retain load or attract new load that otherwise would not be supplied by the Company.

**RATE**

The rate shall be negotiated between the Company and the customer or applicant, and shall not be less than the Company's (a) variable cost of production to serve the customer and (b) a return on and of any capital investment installed to serve the customer. The rate also shall make a contribution to general overheads.

**CONTRACT REQUIRED**

A contract shall be required for each qualifying new and existing customer.

### RIDER A

Rider A is designed to collect the Company's cost of: (1) boiler fuel to produce steam and hot and chilled water; (2) electricity to power the electric chillers and auxiliary equipment used exclusively to produce chilled water for the Company's customers other than PNC Park ("general service customers"); and, (3) any other energy source used to produce steam and hot and chilled water from temporary equipment installations, such as diesel fuel. For purposes of this Rider, the following apply: (1) the production of the Company's newer "Annex Plant" is delivered first to PNC Park; (2) to the extent that the Annex Plant produces more than PNC Park consumes, the excess is delivered to the Company's general service customers; and, (3) all of the steam and other chilled water that the Company delivers to its general service customers is produced by the Company's other generating facility(ies).

The cost of boiler fuel to produce steam is expressed as the Steam Cost Rate (SCR) and is applied to each 1,000 pounds (Mlb) of steam sales to general service customers. The cost of boiler fuel and chiller electricity is expressed as the Chilled Water Cost Rate (CWCR) and is applied to each ton hour of chilled water sales to general service customers.

The above defined fuel cost rates shall be computed to the nearest hundredth of a dollar according to the following formulae:

$$\text{SCR} = \frac{(\text{GCs} (+) \text{Es})}{\text{Ss}}$$

$$\text{CWCR} = \frac{(\text{GCcw} + \text{ECcw} (+) \text{Ecw})}{\text{Scw}}$$

GCs = Gas and fuel oil costs allocated to system steam sales to general service customers

GCcw = Gas and fuel oil costs allocated to system chilled water sales to general service customers

ECcw = Electric costs allocated to system chilled water sales to general service customers

Es = Prior period over/under collection of costs to produce steam sold to general service customers

Ecw = Prior period over/under collection of costs to produce chilled water sold to general service customers

Ss = System steam sales to general service customers

Scw = System chilled water sales to general service customers

For purposes of these equations: (a) the Company allocates gas costs based on metered steam sendout, metered steam to chillers, and metered steam to PNC Park's heat exchangers; and, (b) the Company allocates electric costs based on metered chilled water production and metered chilled water sales to PNC Park.

The Company shall calculate the SCR and CWCR each month based on the most current cost data, and will submit this cost data to the Commission for informational purposes only. Whenever the new SCR and/or CWCR varies from the preceding month's SCR and/or CWCR by more than 5%, the Company shall apply the new SCR and/or CWCR in the calculation of its general service customers' bills. Whenever the variation is 5% or less, the Company, in its discretion, may apply the new SCR and/or CWCR in the calculation of its general service customers' bills. No changes in the Company's rate schedules will be necessary to apply a new SCR and/or CWCR.

After June 30 of each year, the Company will prepare a 12-month reconciliation of over- and under-collections for the preceding 12-month period of July 1 through June 30. Interest on over-collections net of under-collections will be computed monthly using the appropriate interest rate as specified in Section 1308(d) of the Code. Customers shall not be liable for interest on net under-collections. The reconciliation described above shall be filed by July 30 each year. The reconciliation amount shall be prorated equally each month from September 1 through the following August.

Amounts billed for the SCR and CWCR shall not be subject to the State Tax Adjustment Surcharge set forth elsewhere in this Tariff.



**RIDER B**  
**STATE TAX ADJUSTMENT SURCHARGE**

There shall be added to each bill under tariff rate schedules 1 and 2, for service on and after October 16, 1993, zero percent of the bill as otherwise computed in accordance with the Company's tariff.

The above surcharge will be recomputed, using the elements prescribed by the Commission: (a) whenever any of the tax rates used in calculation of the surcharge are changed, (b) whenever the Company makes effective increased or decreased rates, and (c) on March 31 of each year.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions such recomputation. If the recomputed surcharge is less than the one in effect, the Company will, and if the recomputed surcharge is more than the one then in effect, the Company may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be ten (10) days after filing.

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SECRETARY'S BUREAU

# APPENDIX I

## *Pro Forma* Tariff Supplement

**APPENDIX I**  
**Page 1 of 6**

SUPPLEMENT NO. 1 TO  
TARIFF HEATING AND COOLING – PA PUC NO. 5

NRG ENERGY CENTER PITTSBURGH LLC  
RULES AND REGULATIONS AND RATE SCHEDULES  
FOR HEATING AND COOLING SERVICE

In the 21<sup>st</sup> and 22<sup>nd</sup> Wards and Portions of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> Wards,  
Pittsburgh, Pennsylvania

(C)

Issued by:

Clifford E. Blashford, Vice President & General Manager  
NRG Energy Center Pittsburgh LLC  
111 South Commons  
Pittsburgh, PA 15212

This tariff supplement is filed in compliance with the Commission's Final Order entered on \_\_\_\_\_, 2016 at Docket No. A-2016-\_\_\_\_\_.

(C)

ISSUED: \_\_\_\_\_, 2006

EFFECTIVE: \_\_\_\_\_, 2016

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NRG ENERGY CENTER PITTSBURGH LLC

SUPPLEMENT NO 1 TO  
TARIFF HEATING AND COOLING- PA PUC NO. 5  
First Revised Page No. 2  
Replacing Original Page No. 2

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LIST OF CHANGES MADE BY THIS TARIFF

This tariff supplement updates the Company's certificated service territory and establishes Rider A-U, including rates SCR-U and CWCR-U, to recover fuel, electric, and other variable costs associated with the plant servicing the Uptown Corridor in Pittsburgh, PA (portions of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> Wards, as provided in the Commission's Final Order entered \_\_\_\_\_, 2016 at Docket No. A-2016-\_\_\_\_\_).

(C)

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NRG ENERGY CENTER PITTSBURGH LLC

SUPPLEMENT NO. 1 TO  
TARIFF HEATING AND COOLING- PA PUC NO. 5  
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NRG ENERGY CENTER PITTSBURGH LLC

SUPPLEMENT NO. 1 TO  
TARIFF HEATING AND COOLING- PA PUC NO. 5  
First Revised Page No. 19  
Replacing Original Page No. 19

**RIDER A**

Rider A applies to North Shore customers (located in the 21st and 22nd Wards of the City of Pittsburgh) and is designed to collect the Company's cost of: (1) boiler fuel to produce steam and hot and chilled water; (2) electricity to power the electric chillers and auxiliary equipment used exclusively to produce chilled water for the Company's North Shore customers other than PNC Park ("North Shore General Service Customers"); and, (3) any other energy source used to produce steam and hot and chilled water from temporary equipment installations, such as diesel fuel. For purposes of this Rider, the following apply: (1) the production of the Company's newer "Annex Plant" is delivered first to PNC Park; (2) to the extent that the Annex Plant produces more than PNC Park consumes, the excess is delivered to the Company's North Shore General Service Customers; and, (3) all of the steam and other chilled water that the Company delivers to its North Shore General Service Customers is produced by the Company's other generating facility(ies) located on the North Shore.

(C)

The cost of boiler fuel to produce steam is expressed as the Steam Cost Rate (SCR) and is applied to each 1,000 pounds (Mlb) of steam sales to North Shore General Service Customers. The cost of boiler fuel and chiller electricity is expressed as the Chilled Water Cost Rate (CWCR) and is applied to each ton hour of chilled water sales to North Shore General Service Customers.

(C)

The above defined fuel cost rates shall be computed to the nearest hundredth of a dollar according to the following formulae:

$$SCR = \frac{(GCs (+) Es)}{Ss}$$

$$CWCR = \frac{(GCcw + ECcw (+) Ecw)}{Scw}$$

- GCs = Gas and fuel oil costs allocated to system steam sales to North Shore General Service Customers
- GCcw = Gas and fuel oil costs allocated to system chilled water sales to North Shore General Service Customers
- ECcw = Electric costs allocated to system chilled water sales to North Shore General Service Customers
- Es = Prior period over/under collection of costs to produce steam sold to North Shore General Service Customers
- Ecw = Prior period over/under collection of costs to produce chilled water sold to North Shore General Service Customers
- Ss = System steam sales to North Shore General Service Customers
- Scw = System chilled water sales to North Shore General Service Customers

(C)

For purposes of these equations: (a) the Company allocates gas costs based on metered steam sendout, metered steam to chillers, and metered steam to PNC Park's heat exchangers; and, (b) the Company allocates electric costs based on metered chilled water production and metered chilled water sales to PNC Park.

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NRG ENERGY CENTER PITTSBURGH LLC

SUPPLEMENT NO. 1 TO  
TARIFF HEATING AND COOLING- PA PUC NO. 5  
First Revised Page No. 20  
Replacing Original Page No. 20

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The Company shall calculate the SCR and CWCR each month based on the most current costs data, and will submit this cost data to the Commission for informational purposes only. Whenever the new SCR and/or CWCR varies from the preceding month's SCR and/or CWCR by more than 5% the Company shall apply the new SCR and/or CWCR in the calculation of its North Shore General Service Customers' bills. Whenever the variation is 5% or less, the Company, in its discretion, may apply the new SCR and/or CWCR in the calculation of its North Shore General Service Customers' bills. No changes in the Company's rate schedules will be necessary to apply a new SCR and/or CWCR.

(C)

After June 30 of each year, the Company will prepare a 12-month reconciliation of over-and under-collections for the preceding 12-month period of July 1 through June 30. Interest on over-collections net of under-collections will be computed monthly using the appropriate interest rate as specified in Section 1308(d) of the Code. Customers shall not be liable for interest on net under-collections. The reconciliation described above shall be filed by July 30 each year. The reconciliation amount shall be prorated equally each month from September 1 through the following August.

Amounts billed for the SCR and CWCR shall not be subject to the State Tax Adjustment Surcharge set forth elsewhere in this Tariff.

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NRG ENERGY CENTER PITTSBURGH LLC

SUPPLEMENT NO. 1 TO  
TARIFF HEATING AND COOLING- PA PUC NO. 5  
Original Page No. 20a

(C)

**RIDER A-U**

Rider A-U applies to Uptown Corridor customers (located in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> Wards of the City of Pittsburgh, as delineated in the Commission Final Order entered \_\_\_\_\_, 2016 at Docket No. A-2016-\_\_\_\_\_) and is designed to collect the Company's cost of: (1) boiler fuel to produce steam and hot and chilled water; (2) electricity to power the electric chillers and auxiliary equipment used exclusively to produce chilled water for the Company's Uptown Corridor customers ("Uptown Corridor Customers"); and, (3) any other energy source used to produce steam and hot and chilled water from temporary equipment installations, such as diesel fuel.

The cost of boiler fuel to produce steam is expressed as the Steam Cost Rate for Uptown Corridor (SCR-U) and is applied to each 1,000 pounds (Mlb) of steam sales to Uptown Corridor Customers. The cost of boiler fuel and chiller electricity is expressed as the Chilled Water Cost Rate for Uptown Corridor (CWCR-U) and is applied to each ton hour of chilled water sales to Uptown Corridor Customers.

The above defined fuel cost rates shall be computed to the nearest hundredth of a dollar according to the following formulae:

$$\text{SCR-U} = \frac{(\text{GCu} (+) \text{Esu})}{\text{Ssu}}$$

$$\text{CWCR-U} = \frac{(\text{ECu} (+) \text{Ecwu})}{\text{Scwu}}$$

- GCu = Gas and fuel oil costs allocated to system steam sales to Uptown Corridor Customers
- ECu = Electric costs allocated to system chilled water sales to Uptown Corridor Customers
- Esu = Prior period over/under collection of costs to produce steam sold to Uptown Corridor Customers
- Ecwu = Prior period over/under collection of costs to produce chilled water sold to Uptown Corridor Customers
- Ssu = System steam sales to Uptown Corridor Customers
- Scwu = System chilled water sales to Uptown Corridor Customers

The Company shall calculate the SCR-U and CWCR-U each month based on the most current cost data, and will submit this cost data to the Commission for informational purposes only. Whenever the new SCR-U and/or CWCR-U varies from the preceding month's SCR-U and/or CWCR-U by more than 5%, the Company shall apply the new SCR-U and/or CWCR-U in the calculation of its Uptown Corridor Customers' bills. Whenever the variation is 5% or less, the Company, in its discretion, may apply the new SCR-U and/or CWCR-U in the calculation of its Uptown Corridor Customers' bills. No changes in the Company's rate schedules will be necessary to apply a new SCR-U and/or CWCR-U.

After June 30 of each year, the Company will prepare a 12-month reconciliation of over-and under-collections for the preceding 12-month period of July 1 through June 30. Interest on over-collections net of under-collections will be computed monthly using the appropriate interest rate as specified in Section 1308(d) of the Code. Customers shall not be liable for interest on net under-collections. The reconciliation described above shall be filed by July 30 each year. The reconciliation amount shall be prorated equally each month from September 1 through the following August.

Amounts billed for the SCR and CWCR shall not be subject to the State Tax Adjustment Surcharge set forth elsewhere in this Tariff.

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# APPENDIX J

## Operations and Maintenance ("O&M") Agreement

APPENDIX J  
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COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY  
PLEASE REFER  
TO OUR FILE

March 27, 2015

Docket No. G-2014-2446752  
Docket No. G-2014-2446758

TROY SELLARS  
COZEN OCONNER  
305 NORTH FRONT STREET SUITE 400  
HARRISBURG PA 17101

Re: **Affiliated Interest Agreement between NRG Energy Center Harrisburg, LLC and NRG Energy, Inc. and Affiliated Interest Agreement between NRG Energy Center Pittsburgh, LLC and NRG Energy, Inc.**

Dear Mr. Sellars:

On October 3, 2014, NRG Energy Center Harrisburg, LLC (NRGH), Utility Code 130175, and NRG Energy Center Pittsburgh (NRGP), Utility Code 130001, filed with the Pennsylvania Public Utility Commission (Commission), pursuant to 66 Pa. C.S. §§ 2102, *et seq.*, the above-referenced Services Agreements (Agreements). By Secretarial letters dated November 3, 2014 and November 5, 2014, respectively, the Commission extended the statutory consideration period for these Agreements until further action of the Commission.

NRGH and NRGP filed the proposed Affiliated Interest Agreement (AIA) with a controlling corporation, NRG Energy, Inc. (NRG). The Agreement will allow the regulated parties, including NRGH and NRGP, to obtain services provided by NRG, including directly assigned plant management and personnel, directly assigned operation and maintenance costs, and other directly assigned to costs, to NRGH and NRGP for use in the provision of regulated steam service in the Cities of Harrisburg and Pittsburgh.

On March 13, 2015, an Addendum was filed to both Affiliate Interest Agreements to clarify that the services provided under Article I of the Agreement will be furnished by the Service Provider to the Service Recipient at the lessor of the Service Provider's actual costs or the fair market value of comparable services rendered at a comparable caliber of performance.

The AIA details services to be provided by NRG to NRGH and NRGP to include, but are not limited to, services for: plant-level management; operations and maintenance, personnel support and payroll; regulatory compliance; third-party contracting; customer contract and billing budgeting and accounting; capital project planning; communications and information technology; and tax services. NRGH and NRGP will be charged for NRG's costs to provide the Services, including all fully-loaded wages and salaries, all reasonable and related expenses and expenditures, and payments to third parties for services and materials rendered to or on behalf of NRGH and NRGP. The costs will not include a management fee, mark-up, or other profit. The

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costs will include only such costs that are directly assignable to NRGH and NRGF in accordance with generally acceptable accounting practices.

Upon review of the filing, it does not appear that this Agreement is unreasonable or contrary to the public interest. However, approval of this filing does not constitute a determination that the associated costs or expenses are reasonable or prudent for the purposes of determining just and reasonable rates. Furthermore, the Commission's approval is contingent upon the possibility that subsequent audits, reviews and inquiries in any Commission proceeding may be conducted, pursuant to 66 Pa. C.S. §§ 2102, *et seq.*

In addition, per 66 Pa. C.S. § 2103, the Commission has continuing jurisdiction over the modifications or amendment of contracts or arrangements. As such, NRGH and NRGF are directed to file information regarding any proposed services, not specifically indicated in the Agreement, with the Commission for staff review prior to implementing those new shared services. The filing shall be submitted at least 60 days prior to providing any proposed new services.

This approval will apply only to the agreement, services, matters and parties specifically and clearly defined under this instant proceeding as well as under any associated and previously filed filings.

Sincerely,



Rosemary Chiavetta  
Secretary

cc: Debra Backer, TUS

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ADDENDUM TO THAT CERTAIN  
PLANT OPERATION AND MAINTENANCE SERVICES AGREEMENT  
BY AND BETWEEN  
NRG ENERGY INC.  
AND  
NRG ENERGY CENTER HARRISBURG LLC  
EFFECTIVE OCTOBER 1, 2014

This ADDENDUM to the above-referenced PLANT OPERATION AND MAINTENANCE SERVICES AGREEMENT (the "Agreement") is made and entered into by and between NRG Energy, Inc., a Delaware corporation (the "Service Provider"), and NRG Energy Center Harrisburg LLC, a Delaware limited liability company (the "Service Recipient"). Service Provider and Service Recipient are referred to herein collectively as the "Parties."

Through this ADDENDUM, the Agreement is modified and the Parties agree that:

The services provided under Article I of the Agreement will be furnished by the Service Provider to the Service Recipient at the lessor of the Service Provider's actual costs or the fair market value of comparable services rendered at a comparable caliber of performance.

NRG Energy, Inc.

By: G. Gary Garcia

Name: Gary Garcia

Title: Senior Vice President

Date: March 13, 2015

NRG Energy Center Harrisburg LLC

By: Ruth M. Bryan

Name: Ruth M. Bryan

Title: Vice President

Date: March 13, 2015

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FA #100

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**PLANT OPERATION AND MAINTENANCE SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**NRG ENERGY INC.**  
**AND**  
**NRG ENERGY CENTER HARRISBURG LLC**

This PLANT OPERATION AND MAINTENANCE SERVICES AGREEMENT (the "Agreement"), effective October 1, 2014 (the "Effective Date"), is made and entered into by and between NRG Energy, Inc., a Delaware corporation (the "Service Provider"), and NRG Energy Center Harrisburg LLC, a Delaware limited liability company (the "Service Recipient"). Service Provider and Service Recipient may be referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH**

WHEREAS, Service Provider provides such services, including personnel, directly assigned operation and maintenance costs, and other resources described herein to Service Recipient and to its generating and thermal facilities, as well as interconnection and distribution assets, if any, located in Harrisburg, Pennsylvania, including the NRG Energy Center Paxton LLC and the NRG Harrisburg Cooling LLC (collectively "Thermal Facilities"); and

WHEREAS, Service Recipient desires to continue to obtain such services from Service Provider, and Service Provider is willing to render such services to Service Recipient in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein, the Parties hereto hereby agree as follows:

**ARTICLE I**

**TERMS AND CONDITIONS OF SERVICES**

**SECTION 1.01. Provision of Services.** Service Provider hereby agrees to provide to Service Recipient all services necessary or appropriate to operate and maintain the Service Recipient's plant operations, business, and Thermal Facilities, including but not limited to the following services (collectively the "Services"):

- a) plant-level management services, including specifically providing dedicated personnel for plant management at the Thermal Facilities;
- b) operations and maintenance services relating to the Thermal Facilities, including specifically providing dedicated personnel as may be necessary and appropriate for the operation of Thermal Facilities;

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c) personnel support and payroll services, including hiring of plant personnel, and payment of all salaries, wages, benefits, and bonuses, and management of any employee benefits and collective bargaining or other labor agreements;

d) services necessary or appropriate with respect to environmental, regulatory, safety, and other operation compliance in connection with the Thermal Facilities;

e) services necessary or appropriate to enter into agreements with third-party contractors who support the operation and maintenance of the Thermal Facilities, supply or transport fuel, and provide any other operating services or supplies, including specifically services related to contract administration, billing, invoicing, and accounts payable;

f) services necessary or appropriate with respect to providing services to the Service Recipient's customers including the recipients of its thermal output, and any sales of heat, steam, chilled water, thermal energy, electricity and related products/services provided by, or sold from, its Thermal Facilities, including all contract administration, billing, invoicing, and accounts receivable;

g) plant level budgeting, bookkeeping, accounting and auditing services, including the preparation and analyses of information for inclusion in accounting and financial statements and operating reports, and the establishment of accounting systems and procedures;

h) services necessary or appropriate with respect to capital projects (or shut downs/retirements) and to enter into agreements with third-party contractors who perform or support the capital projects, including engineering, procurement, and construction services, including specifically all services related to contract administration, billing, invoicing, and accounts payable;

i) services necessary or appropriate with respect to plant communication systems, information systems services, and related materials and services; and

j) services related to the assessment and payment of taxes related to the Services and Thermal Facilities, including without limitation any and all property taxes, sales and use taxes, payroll taxes and Service Recipient's revenue, income, or gross receipts taxes, excluding only Service Provider's income taxes.

#### SECTION 1.02. Invoicing and Compensation.

a) As full and complete compensation for the Services rendered pursuant to this Agreement, Service Recipient shall pay to Service Provider, and Service Provider shall accept, payment equal to Service Provider's cost to provide the Services, including but not limited to all fully loaded wages and salaries, all reasonable and related expenses and expenditures, and payments to third parties for services and materials rendered to or on behalf of Service Recipient in connection with the performance of the Services (collectively the "Costs"). Service Provider shall not be entitled to any management fee, mark-up, or other profit (collectively the "Fee"). Such Costs shall not include corporate level or overhead costs, corporate services, or similar administrative and general services to the extent that those corporate services are provided pursuant to Management Services Agreement by

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and between NRG Yield, Inc., NRG Yield LLC, and NRG Yield Operating LLC and NRG Energy, Inc., as Manager, dated July 22, 2013, as such may be amended from time to time. It is the intent of the Parties, and the Parties agree, that such Costs include all directly assignable costs associated with the business unit, as such Costs would be assigned to the business unit in accordance with generally acceptable accounting practices without regard to the corporate separation.

b) Unless otherwise agreed by the parties, Service Provider shall submit monthly invoices to Service Recipient setting forth the Costs associated with a particular month on or before the fifteenth (15th) day of the succeeding month. Service Recipient shall pay each such invoice with available funds on a timely basis, and within fifteen (15) days. Service Recipient shall be entitled to be provided with a reasonably detailed description of the Services and Costs at its request.

SECTION 1.03. Cooperation and Access to Properties and Records. Service Recipient shall cooperate with Service Provider and its employees, affiliates, and agents (including subcontractors) as and when reasonably requested in their performance and fulfillment of the Services. Service Provider and its employees, affiliates, and agents (including subcontractors) shall have access to any and all real and personal property, including any and all books and records, of Service Recipient, as may be necessary or appropriate in connection with the provision of the Services. Service Recipient and its employees, affiliates, and agents (including subcontractors) shall have access to any and all personal property, including any and all books and records, of Service Provider directly related to this Agreement or the performance of the Services pursuant to this Agreement, as may be necessary or appropriate in connection with the receipt of the Services.

SECTION 1.04. Standard of Conduct. Service Provider will use its reasonable efforts to perform or cause its employees, advisors and agents (including subcontractors) to perform the Services in accordance with Good Business Practices. "Good Business Practices" means the practices, methods and acts, as in effect from time to time, that are commonly used in the independent power industry to perform or fulfill the activities comprising the Services, or any practices, methods or acts, which in the exercise of reasonable judgment in light of the facts known at the time, that could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition; provided, however, that Good Business Practices is not intended to be limited to optimum practices, methods or acts to the exclusion of all others, but rather to be a range of possible practices, methods or acts taken or engaged in by entities in the independent power industry. Whether any particular practice, method or act of Service Provider complies with Good Business Practices is to be judged in light of the facts known at the time such particular practice, method or act was performed or taken.

SECTION 1.05. Limitations on Liability.

a) Service Provider and its employees, advisors and agents (including subcontractors) shall have no liability to Service Recipient for any loss, damage or expense suffered by Service Recipient arising out of or resulting from any act or omission of Service Provider or any of its employees, advisors or agents (including subcontractors), provided that such act or omission conformed to the standard of

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conduct set forth in Section 1.04 hereof.

b) Service Recipient shall be solely responsible for any and all claims or losses relating to its business, operations, or Thermal Facilities, except and unless directly and solely caused by the gross negligence or wilful misconduct of Service Provider. Service Recipient shall defend, indemnify, and hold harmless Service Provider, Service Provider's employees, and Service Provider's affiliates, from and against any and all claims made or asserted against Service Provider, Service Provider's employees, and Service Provider's affiliates by third parties for personal injury, death, property damage, recoverable loss, damage, or expense, unless directly and solely caused by the gross negligence or wilful misconduct of Service Provider. To the limited extent that Service Provider is required by contract to defend, indemnify, and hold harmless its agents (including subcontractors), Service Recipient shall defend, indemnify, and hold harmless Service Provider against any such claims, unless directly and solely caused by the gross negligence or wilful misconduct of Service Provider.

c) In the event of damage to or any loss of Thermal Facilities, Service Provider shall promptly endeavor to repair, replace, and restore, as may be applicable, the Thermal Facilities at Service Recipient's cost. Service Recipient shall be entitled to the benefit of any applicable insurance proceeds or claims against third parties.

d) Notwithstanding any other provision of this Agreement, Service Provider's total liability to Service Recipient for all acts and omissions of Service Provider, Service Provider's employees, and Service Provider's affiliates in any calendar year, including, without limitation, liability arising out of contract, tort (including without limitation negligence, gross negligence and intentional misconduct), strict liability or any other cause or form of action whatsoever, shall not exceed the Fee paid to Service Recipient during the previous twelve months.

e) Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for any lost profits, or indirect, incidental or consequential damages under, arising out of, due to, or in connection with this Agreement, excepting only the obligation of Service Recipient to indemnify Service Provider as set forth in Section 1.05(b) above.

**SECTION 1.06. Decisions.** Service Recipient reserves the right to make all decisions with regard to any matter upon which Service Provider has rendered its business judgment, advice and consultation. Service Provider shall not be liable for any such business judgment, advice and consultation accepted by Service Recipient pursuant to the provisions of this Agreement.

**SECTION 1.07. Authority.** In its capacities under this Agreement, Service Provider, and its dedicated plant management personnel being supplied pursuant to this Agreement, are hereby granted the limited authority to enter agreements or to make binding commitments on behalf of Service Recipient that are directly related to the provision of the Services pursuant to this Agreement, and in accordance with Service Provider's Schedules of Delegation of Authority. Nothing contained in this Section 1.07 shall be interpreted as restricting, modifying or waiving the rights, privileges or obligations of Service Provider or any of its affiliates as an agent of Service Recipient.



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#### SECTION 1.08. Independent Contractor.

a) Service Provider, in the performance of this Agreement, will be acting in its own separate capacity and will not hold itself out to be a partner, or joint venture participant. Except for the limited authorization in Section 1.07, Service Provider does not have the authority to act as agent or to bind Service Recipient and no joint venture or partnership is intended or created by this Agreement. In performing its duties under this Agreement, Service Provider shall provide and complete the Services required according to its own means and methods of work, which shall be in the exclusive control of Service Provider and not subject to the control or supervision of Service Recipient.

b) Neither Party shall maintain, hold out, represent, state or imply to any other individual or entity that an employer/employee relationship exists between personnel provided by Service Provider and Service Recipient.

c) Neither Service Provider nor its employees shall be eligible to participate in any employee benefit plan sponsored by Service Recipient.

d) Service Provider shall be solely responsible for income taxes imposed on Service Provider as a result of any Fee or other income contemplated by this Agreement; all other taxes related to the Services or the Thermal Facilities shall be a pass-through to the Service Recipient.

SECTION 1.09 Subcontractors. Service Provider may in its sole discretion subcontract with other persons or entities to perform any or all of the Services on such terms and conditions as Service Provider determines to be necessary, advisable or appropriate under the circumstances of the subcontract.

SECTION 1.10. Power Facilities: Wholesale Power Sales. Notwithstanding anything to the contrary in this Agreement, to the extent that Service Recipient owns or operates any electric generating facilities ("Power Facilities") and/or engages in wholesale sales from the Power Facilities (1) this Agreement does not confer upon the Service Provider ultimate decision-making authority or control over the Power Facilities owned and operated by the Service Recipient; (2) this Agreement does not provide the Service Provider with the authority to engage in (or refrain from engaging in) wholesale sales from the Service Recipient's Power Facilities; and (3) the Service Recipient retains ultimate authority and control over the sale of related products from the Service Recipient's Power Facilities, the dispatch of the facilities. In providing the Services, Service Provider shall perform any services and duties necessary or appropriate to comply with any applicable Energy Management Services Agreement or other power sales agreement, as well as with any directives of any energy manager appointed by Service Recipient.

#### SECTION 1.11. Term and Termination.

a) Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence as of the Effective Date and shall continue until Service Recipient's next fiscal year end (the "Initial Term"). This Agreement is contingent upon approval by the Pennsylvania Public Utility Commission as an affiliated interest agreement. At the end of the Initial Term and each subsequent Renewal Term (hereinafter defined), as the case may be, the term of this

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Agreement shall be automatically renewed for a period of one (1) year (each a "Renewal Term") unless either Party delivers a written termination notice to the other Party at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term, as the case may be.

b) After thirty (30) days prior written notice, Service Recipient may immediately terminate this Agreement if Service Provider has failed to fulfill its obligations under Section 1.01 hereof and failed to cure any such failure during such notice period. After thirty (30) days prior written notice, Service Provider may immediately terminate this Agreement if Service Recipient has failed to fulfill its obligations under Section 1.02 hereof and failed to cure any such failure during such notice period.

c) Either party may terminate this Agreement for any reason whatsoever upon thirty (30) calendar days prior written notice to the other party.

d) Upon termination of this Agreement for any reason, Service Provider shall return to Service Recipient all real and personal property of Service Recipient, all books and records provided to Service Provider and all information and reports created by Service Provider in connection with the provision of any or all of the Services.

ARTICLE II

MISCELLANEOUS

SECTION 2.01. Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the law of the State of Delaware (without giving effect to principles of conflicts of laws which would lead to the application of the laws of another jurisdiction).

SECTION 2.02. Successors and Assignability. Except as otherwise provided for in Section 1.09, neither Service Provider nor Service Recipient may assign any of its rights or delegate any of its duties under this Agreement, in whole or in part, without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement shall be binding upon each of the Parties and their respective successors and permitted assigns.

SECTION 2.03. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, other than that portion determined to be invalid or unenforceable, shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law.

SECTION 2.04. Modifications. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.

SECTION 2.05. Waivers. No provision of this Agreement shall be deemed waived and no breach shall be deemed excused or consented to unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or

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subsequent breach.

**SECTION 2.06. Entire Agreement.** This Agreement constitutes the Parties' agreement as to the subject matter hereof. This agreement is intended to confirm and formalize prior course of dealing, understandings and agreements between them. This Agreement does not supersede the Management Services Agreement by and between NRG Yield, Inc., NRG Yield LLC, and NRG Yield Operating LLC and NRG Energy, Inc., as Manager, dated July 22, 2013.

**SECTION 2.07. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original hereof but all of which together shall constitute one and the same instrument. Delivery of execution pages hereof by email or other electronic medium shall constitute valid delivery of this Agreement.

In WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

NRG Energy, Inc.

By: J. J. [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NRG Energy Center Harrisburg, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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subsequent breach.

**SECTION 2.06. Entire Agreement.** This Agreement constitutes the Parties' agreement as to the subject matter hereof. This agreement is intended to confirm and formalize prior course of dealing, understandings and agreements between them. This Agreement does not supersede the Management Services Agreement by and between NRG Yield, Inc., NRG Yield LLC, and NRG Yield Operating LLC and NRG Energy, Inc., as Manager, dated July 22, 2013.

**SECTION 2.07. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original hereof but all of which together shall constitute one and the same instrument. Delivery of execution pages hereof by email or other electronic medium shall constitute valid delivery of this Agreement.

In WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

NRG Energy, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NRG Energy Center Harrisburg, LLC

By: Ruth M. Bryan

Name: Ruth M. Bryan

Title: Vice President


Date: October 3, 2014

**VERIFICATION**

I, Clifford E. Blasford, Vice President and General Manager of NRG Energy Center Pittsburgh LLC, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (related to unsworn falsification to authorities).

DATED:

10/6/2016

  
\_\_\_\_\_  
Clifford E. Blasford

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SECRETARY'S BUREAU

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing Application of NRG Energy Center Pittsburgh LLC for Expansion of Service Territory, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**VIA FIRST CLASS MAIL (WITHOUT CONFIDENTIAL APPENDICES):**

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street – 2 West  
PO Box 3265  
Harrisburg, PA 17105-3265

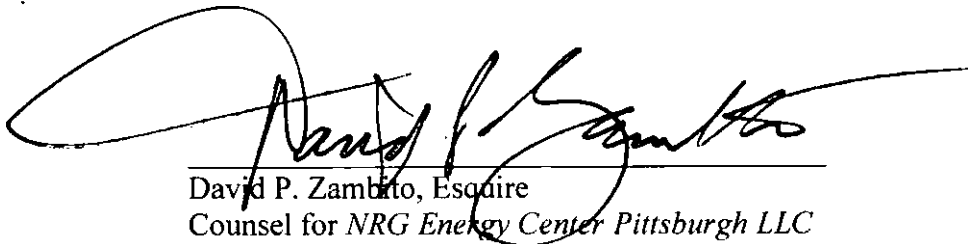
City of Pittsburgh  
Attention: Department of Law  
313 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

Office of Consumer Advocate  
555 Walnut Street  
5th Floor Forum Place  
Harrisburg, PA 17101-1923

City of Pittsburgh Planning Commission  
Attn: Department of City Planning  
200 Ross Street, Fourth Floor  
Pittsburgh, PA 15219

Office of Small Business Advocate  
Commerce Building, Suite 202  
300 North Second Street  
Harrisburg, PA 17101-1303

UPMC Mercy  
Attention: Mark Kinney  
1400 Locust Street  
Pittsburgh, PA 15212



David P. Zambito, Esquire  
Counsel for *NRG Energy Center Pittsburgh LLC*

DATED: October 6, 2016

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