

Gary A. Jack
Assistant General Counsel

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October 14, 2010

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, Pennsylvania 17105-3265

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2010 OCT 19 AM 10:28
PA P.U.C. BUREAU
SECRETARY'S BUREAU

**Re: Securities Certificate of Duquesne Light Company for the
Issuance of Long-Term Debt in an Aggregate Principal
Amount not to Exceed \$300 Million
Docket S-2010-2161163**

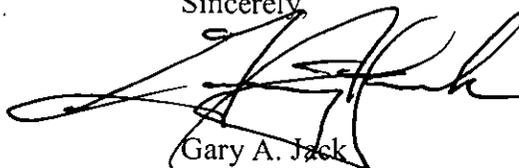
**Affiliated Interest Agreement Concerning Long-Term
Financing Transactions between Duquesne Light Company
and its Parent Company, Duquesne Light Holdings, Inc.
G-2010-2162823**

Dear Secretary Chiavetta:

Pursuant to the PUC Order issued May 20, 2010 in the above referenced proceedings, Duquesne Light Company is to file notice with the Commission within 60 days of any security issuance made as part of the authority granted in the proceedings. This letter is notice that Duquesne Light Holdings loaned to Duquesne Light Company on September 29, 2010, \$50 million, at the rate of 4.25% for an anticipated term of 10 years. This notice includes a summary of terms of the issuance, including the interest rate, maturity and call provisions of the securities issued. Since this issuance was an intercompany loan from Duquesne Light Holdings, Inc., it includes a summary of terms (term sheet), a copy of the promissory note, and documentation which details the external borrowing rates and calculations used to develop the interest rate on each loan.

If you have any questions regarding the information contained in this filing, please contact me at 412-393-1541 or gjack@duqlight.com.

Sincerely,



Gary A. Jack
Assistant General Counsel

Enclosures



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PA P.U.C.
SECRETARY'S BUREAU

Duquesne Light Holdings, Inc.
411 Seventh Avenue
Pittsburgh, PA 15219
Attn: Director - Finance

September 29, 2010

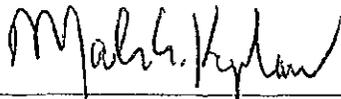
Dear Sir,

The undersigned, Duquesne Light Company ("Borrower"), refers to the Promissory Note between Duquesne Light Holdings, Inc. and Borrower dated as of July 1, 2010 (the "Note"), and hereby gives you notice that the Borrower hereby requests a Loan under the Note, and in that connection sets forth below the information related to such proposed Loan:

1. The requested date of the Loan is September 29, 2010
2. The requested principal amount of the Loan is \$50,000,000.00
3. Anticipated loan term is 10 years. Interest rate will be 4.25%
4. Borrower may pay or prepay any or all amounts due under the borrowing at anytime and from time to time without penalty.

Very truly yours,

Duquesne Light Company

By: 

Mark E. Kaplan

Duquesne Light Company Intercompany Loan -- Summary of Terms

Date: September 29, 2010

Lender: Duquesne Light Holdings, Inc.

Facility Type: Unsecured Intercompany Long Term Borrowing

Payment: Upon Demand

Amount: \$50 million (\$50,000,000.00)

Maturity: September 29, 2020

Interest Payment
Dates: March 29 & September 29

Interest Rate: 4.25%

Interest Payment
Amount: Applied to outstanding Principal during the 6 months prior to each interest payment date. Computed on the basis of actual days elapsed / 360-day year.

Rate Reset: Not Applicable

Interest Deferral: Not Applicable

Prepayment: Borrower may pay or prepay any or all amounts due under the borrowing at anytime and from time to time without penalty

Interest Rate Calculation
September 29, 2010 Intercompany Borrowing

Per the Commission Order dated May 20, 2010 approving dockets S-2010-2161163 and G-2010-2162823:

"That the interest rate charged on intercompany loans between Duquesne Light Holdings, Inc. and Duquesne Light Company shall be the lowest rate requested from three independent investment banks."

Indicative rates obtained based on a September 29, 2010 request for the All-In Yield for DLC 10 Year Unsecured Notes:

Bank of America Merrill Lynch:	4.38% (T + 187.5)
KeyBanc Capital Markets:	4.50% (T + 200)
J.P. Morgan:	<u>4.25%</u> (T + 175)
Minimum:	4.25%

PROMISSORY NOTE

Amount: \$50 Million

Date: September 29, 2010

Interest Rate: 4.25%

Payment Term: Upon demand up to 10 years

Duquesne Light Company, a company currently existing under the laws of Pennsylvania (herein called the "Company", which term includes any successor entity), for value received, hereby promises to pay to Duquesne Light Holdings, Inc. (the "Lender"), the principal sum of \$50 Million Dollars (\$50,000,000.) at any one time or, if less, the aggregate principal amount of advances outstanding on demand, plus interest due thereon.

This Promissory Note is payable on demand by Lender and in no case later than September 29, 2020, and Company shall pay interest thereon on a semi-annual basis on the unpaid principal amount of each such loan at the rate of interest 4.25% per annum. Interest payments shall be due and payable every six months for the amount accrued on a daily basis during the past six months. The Company may pay or prepay any or all amounts due under this Note at anytime and from time to time without penalty.

Payment of the principal of this Note and interest hereon shall be made, at the request and demand of the Lender, upon timely and proper presentation hereof at the office of the Company in Pittsburgh, Pennsylvania or at such other office or agency as may be designated for such purpose by the Company from time to time. Payment of the principal of and interest on this Note, as aforesaid, shall be payable in lawful money of the United States of America to Lender in Pittsburgh, Pennsylvania in same day funds and may be paid or prepaid by the Company at any time and from time to time to reduce its outstanding balance.

The registered holder of this Note may demand payment of the principal hereof, in whole or in part, plus accrued interest by delivering to the Treasurer of the Company at the office of the Company in Pittsburgh, Pennsylvania a notice specifying the portion of such principal amount to be paid and the date of payment and then presenting this Note for payment at such office on the date specified for payment.

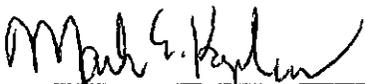
This Note is exchangeable for a like aggregate principal amount of Notes of like tenor upon surrender of this Note to be exchanged at the office of the Company in Pittsburgh, Pennsylvania. No service charge shall be made for any such exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The principal amount to be repaid by the Company may, at the Company's option, be offset by the amount of any obligations which are then owed by Lender to the Company. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

No recourse shall be had for the payment of the principal of or interest on this Note, or any part hereof, for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby against, and no personal liability whatsoever shall attach to, or be incurred by, any officer or director of such Company as such, past, present or future of the Company, whether by virtue of any constitutional provisions, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Note is solely a Company obligation and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution and the issuance of this Note.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

DUQUESNE LIGHT COMPANY

By: 
Mark E. Kaplan, Senior Vice
President and Chief Financial Officer



POSTAGE

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\$01.900

10/16/2011

United States
US POSTAGE

411 7th Avenue
Mail Drop 16-4
Pittsburgh, PA 15219

Return Service Requested

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265



Duquesne Light

Our Energy...Your Power