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December 20, 2010

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

**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:

Duquesne Light has discovered an error in its template Promissory Note that is used for two intercompany long term loans between Duquesne Light Holdings and its utility subsidiary, Duquesne Light Company this year. Even though these are loans are on a long-term basis (greater than one year), there was language in the Promissory Note indicating the Note was callable on demand. This is an error, since it is a long term loan, and has been corrected with the language deleted. I enclose two new Promissory Notes which reflect the correction. Duquesne intends to utilize this Promissory Note template in the future. We apologize for any inconvenience this may have caused.

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

PROMISSORY NOTE

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Amount: \$100 Million

Date: July 1, 2010

Interest Rate: 4.71%

Maturity: July 1, 2020

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 \$100 Million Dollars (\$100,000,000.) at any one time or, if less, the aggregate principal amount of advances outstanding by or before July 1, 2020, plus interest due thereon.

This Promissory Note is payable no later than July 1, 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 4.71% 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 and interest on this Note 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.

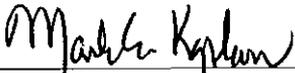
This Note is exchangeable for a like aggregate principal amount of Notes of like tenor upon surrender of this Note to be exchanged at the office of the Company in Pittsburgh, Pennsylvania. No service charge shall be made for any such exchange, but the Company may require payment of a sum sufficient to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

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Duquesne Light Company Intercompany Loan -- Summary of Terms

Date: July 1, 2010

Lender: Duquesne Light Holdings, Inc.

Facility Type: Unsecured Intercompany Long Term Borrowing

Amount: \$100 million (\$100,000,000.00)

Maturity: July 1, 2020

Interest Payment
Dates: July 1 & January 1

Interest Rate: 4.71%

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

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PROMISSORY NOTE

Amount: \$50 Million Date: September 29, 2010
Interest Rate: 4.25% Maturity: September 29, 2020

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 by or before September 29, 2020, plus interest due thereon.

This Promissory Note is payable no 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 and interest on this Note 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.

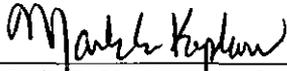
This Note is exchangeable for a like aggregate principal amount of Notes of like tenor upon surrender of this Note to be exchanged at the office of the Company in Pittsburgh, Pennsylvania. No service charge shall be made for any such exchange, but the Company may require payment of a sum sufficient to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

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Duquesne Light Company Intercompany Loan -- Summary of Terms

Date: September 29, 2010

Lender: Duquesne Light Holdings, Inc.

Facility Type: Unsecured Intercompany Long Term Borrowing

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

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