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February 11, 2011

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 \$600 Million  
Docket S-2010-2207827**

Dear Secretary Chiavetta:

Pursuant to the PUC Order issued December 2, 2010 in the above referenced proceeding, 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 that proceeding. This letter is notice that Duquesne Light Company reissued Pollution Control Revenue Refunding Bonds on January 25, 2011, through three issuances in the total amount of \$65.655 million, at the rate of 4.75% for a term up to May 1, 2018.

This notice also includes the enclosed summary of the terms of the issuance, including the interest rate, maturity and call provisions of the securities reissued.

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

Sincerely,

Gary A. Jack  
Assistant General Counsel

Enclosure

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SECRETARY'S BUREAU

## Duquesne Light Company PCRRB Remarketing -- Summary of Terms

Issue Date:	January 25, 2011
Issues:	<p>\$13,700,000 Beaver County Industrial Development Authority Pollution Control Revenue Refunding Bonds Series 1999B (Non-AMT) (Duquesne Light Company Project)</p> <p>\$18,000,000 Beaver County Industrial Development Authority Pollution Control Revenue Refunding Bonds Series 1999C (Non-AMT) (Duquesne Light Company Project)</p> <p>\$33,955,000 Ohio Water Development Authority, State of Ohio Pollution Control Revenue Refunding Bonds Series 1999C (Non-AMT) (Duquesne Light Company Project)</p>
Mandatory Purchase Date:	May 1, 2018
Interest Payment Dates:	May 1 & November 1
Interest Rate:	4.75%
Redemption:	No optional redemption; specific terms below

### Redemption of Reoffered Bonds

*Optional Redemption.* The Reoffered Bonds will be subject to redemption at the option of the Authority, upon the direction of the Company, in whole or in part, on the final Interest Payment Date for the Term Rate Period described herein at a redemption price of 100% of the principal amount thereof, plus interest accrued, if any, to the redemption date. The Reoffered Bonds are not subject to optional redemption during the Term Rate Period.

*Extraordinary Optional Redemption.* The Reoffered Bonds will be subject to redemption at the option of the Authority, upon the direction of the Company, at any time in whole, at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest, if any, to the date fixed for redemption if the Company has determined that:

(a) any federal, state or local body exercising governmental or judicial authority has taken any action which results in the imposition of burdens or liabilities with respect to the Project Facilities, or any facilities serviced thereby, rendering impracticable or uneconomical the operation of all or a substantial portion of such Project Facilities (or the facilities serviced thereby) by the Company (or any subsequent owner of the Project Facilities), including, without limitation, the condemnation or taking by eminent domain of all or a substantial portion of such Project Facilities or any facilities serviced thereby; or

(b) changes in the economic availability of raw materials, operating supplies, or facilities or technological or other changes have made the continued operation of all or a substantial portion of the Project Facilities by the Company (or any subsequent owner of the Project Facilities), or the operation of the facilities serviced thereby, uneconomical; or

(c) all or a substantial portion of the Project Facilities have been damaged or destroyed to such an extent that it is not practicable or desirable for the Company (or any subsequent owner of the Project Facilities) to rebuild, repair or restore such Project Facilities; or

(d) as a result of any changes in the Constitution of the State of Ohio or the Commonwealth of

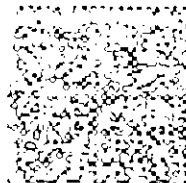
Pennsylvania (as applicable) or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) after any contest thereof by the Company in good faith, the Indenture, the Agreement or the Bonds become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Indenture or the Agreement; or

(e) any court or administrative body enters a judgment, order or decree, or takes administrative action, requiring the Company (or any subsequent owner of the Project Facilities) to cease all or any substantial part of its operations served by the Project Facilities to such extent that the Company (or such subsequent owner) is or will be prevented from carrying on its normal operations at the facilities being served by such Project Facilities for a period of at least six consecutive months; or

(f) the Company receives an opinion of Bond Counsel to the effect that the intended use of the Project Facilities could result in a change in use of the Project Facilities to a use which would not have been eligible for tax-exempt financing at the time of issuance of the Bonds, which could cause the interest on the Bonds to be includable in gross income for federal income tax purposes or cause the Company to lose its ability to deduct interest payments.

Any such redemption will be made not more than one year from the date of such determination by the Company or receipt of such opinion.

*Special Mandatory Redemption.* The Reoffered Bonds are subject to special mandatory redemption in whole (or in part, if in the opinion of Bond Counsel such partial redemption will preserve the exclusion from gross income for federal income tax purposes of interest on the Reoffered Bonds remaining outstanding after such redemption) at any time at a redemption price of 100% of the principal amount thereof, plus interest accrued to the redemption date, if a "final determination" (as defined below) is made that the interest paid or payable on any Reoffered Bond other than to a "substantial user" of the Project Facilities or a "related person" (within the meaning of Section 147(a) of the Code) is or was includable in the gross income of the owner thereof for federal income tax purposes under the Code as a result of the failure by the Company to observe or perform any covenant, condition or warranty on its part to be observed or performed under the Agreement or the inaccuracy of any representation or warranty by the Company under the Agreement. A "final determination" will be deemed to have occurred upon the issuance of a published or private ruling or technical advice by the Internal Revenue Service or a judicial decision in a proceeding by any court of competent jurisdiction in the United States (from which ruling, advice, or decision no further right of appeal exists), in all cases in which the Company, at its expense, has participated or been a party or has been given the opportunity to contest the same or to participate or be a party. Any special mandatory redemption will be made as soon as practicable but in any event not more than 180 days from the time of such "final determination." Any special mandatory redemption of less than all of the Reoffered Bonds will be in such manner as the Trustee, with the advice of Bond Counsel, deems proper. Failure by the Company to observe or perform such covenant, condition or warranty or the inaccuracy of such representation or warranty in the Agreement will not in and of itself constitute an event of default under the Indenture or the Agreement.



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02/14/2011

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Legal Department  
411 Seventh Avenue, 16-3  
Pittsburgh, PA 15219

Return Service Requested

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