



March 18, 2011

Pennsylvania Public Utility Commission
Attention: Commission Secretary's Office
Ms. Rosemary Chiavetta
Keystone Building
2nd Floor
Harrisburg, PA 17120

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: A-2010-2192350: Residential Amendment for Reliant Energy Northeast LLC's Electric Generation Supplier (EGS) License

Dear Ms. Chiavetta:

Reliant Energy Northeast LLC (REN) submits a request for an amendment to its existing Electric Generation Supplier license that was granted by the Pennsylvania Public Utility Commission on October 18, 2010 in Docket A-2010-2192350. The original license granted REN the ability to serve Industrial and Governmental customer classes. With this amendment REN requests approval to serve Residential and Small Commercial customer classes in the service territories of all of the Electric Distribution Companies (EDCs) in the state. REN is also providing pertinent contact information and other updates as part of this amendment filing. REN requests an order to protect the confidential and proprietary information filed as Appendices C and E. Appendix C contains REN's plans for introducing products in Pennsylvania and is therefore commercially sensitive information. Appendix E lists REN's affiliates. Some of the affiliates listed are development companies that are not yet in the market. If competitors had access to the confidential information in Appendices C and E they would be privy to non public information about REN's product plans and would give competitors an unfair competitive advantage.

- **Question 1 – Identity of the Applicant:** *Update of address*

Reliant Energy Northeast LLC d/b/a Reliant Energy
1201 Fannin St
Houston, TX 77002
877-297-3780
888-858-5447 (fax)

- **Question 2a – Contact Person:** *Update of address and contact numbers*

Aundrea Williams
Director, Regulatory Strategy & Policy
1201 Fannin St
Houston, TX 77002
713.537.2360
832.584.2053 (fax)
Aundrea.Williams@nrgenergy.com

- **Question 2b – Contact Person – Pennsylvania Emergency Management Agency:**
Update of address and contact numbers

Aundrea Williams
Director, Regulatory Strategy & Policy
1201 Fannin St
Houston, TX 77002
713.537.2360
832.584.2053 (fax)
Aundrea.Williams@nrgenergy.com

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- **Question 4 – Fictitious Name:** *Additional d/b/a*

☒ The Applicant will be using a fictitious name or doing business as ("d/b/a"):
d/b/a Reliant

Attach is a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953. *See Appendix A*

- **Question 5 – Name and address of officers.** *Updated information*

Jason Few, President
1201 Fannin St
Houston, TX 77002

Lynne Przychodzki, Secretary
211 Carnegie Center Drive
Princeton, NJ 08540

Christopher Sotos, Treasurer
211 Carnegie Center Drive
Princeton, NJ 08540

Thomas Gros, Vice President
1201 Fannin St
Houston, TX 77002

John Ragan, Vice President
1201 Fannin St
Houston, TX 77002

Clare Doyle, Vice President
1201 Fannin St
Houston, TX 77002

Elizabeth Killinger, Vice President
1201 Fannin St
Houston, TX 77002

Deena Morgan, Vice President
1201 Fannin St
Houston, TX 77002

Sherrie Martin, Vice President
1201 Fannin St
Houston, TX 77002

- **Question 7 – Applicant's Present Operations:**

- ☒ The Applicant is presently doing business in Pennsylvania as a
 - ☐ vertically-integrated provider of generation, transmission, and distribution services.
 - ☐ municipal electric corporation providing service outside its municipal limits.
 - ☐ electric cooperative
 - ☐ local gas distribution company
 - ☐ nonintegrated provider of electric generation, transmission or distribution services.
 - ☒ Other. (Identify the nature of service being rendered.) **Electric Generation Supplier for Industrial and Governmental Customers**

- **Question 8 – Applicant's Proposed Operations:** *Updated to include Residential and Small Commercial Customers*

- ☐ Generator and supplier of electric power.
- ☐ Municipal generator and supplier of electric power.
- ☐ Electric Cooperative and supplier of electric power
- ☐ Broker/Marketer engaged in the business of supplying electricity.
- ☐ Aggregator engaged in the business of supplying electricity
- ☒ Other (Describe): **Electric Generation Supplier for Residential, Small Commercial (Under and Over 25 kW), Industrial and Governmental customers**

- **Question 9 – Proposed Services:** *Updated to include Residential and Small Commercial Customers*

Proposed services – Applicant will serve as an Electric Generation Supplier (EGS) to Residential, Commercial (Under and Over 25 kW), Industrial and Governmental customers throughout the State.

- **Question 10 – Service Area:** *Updated to include Penn Power, Citizens, UGI Wellsboro and Orange & Rockland areas*

Applicant currently provides EGS services to Small Commercial, Industrial and Governmental customers in Allegheny, PPL, PECO, MetEd/Penelec and Duquesne service territories. With this amendment applicant plans to add Penn Power's, Citizens, UGI's, Wellsboro's and Orange & Rockland's service areas and plans to provide EGS service to all classes of customers in all service territories in the State. See answer to Question 11 below.

- **Question 11 – Customers: Updated to include** *Addition of Residential and Commercial customers 25kW and Under and all customers in Penn Power, Citizens, Wellsboro, UGI and Orange & Rockland service areas.*

- ☐ Residential Customers
- ☐ Commercial Customers - (25 kW and Under)
- ☐ Commercial Customers - (Over 25 kW)
- ☐ Industrial Customers
- ☐ Governmental Customers
- ☒ All of above
- ☐ Other (Describe):

- **Question 13 – Start Date:**

The Applicant proposes to begin delivering Residential and Small Business services by **June 2011** (approximate date).

- **Question 17a - Contacts for Consumer Service and Complaints:** *Update of addresses and contact numbers*

Aundrea Williams
Director, Regulatory Strategy & Policy
1201 Fannin St
Houston, TX 77002
713.537.2360
832.584.2053 (fax)
Aundrea.Williams@nrgenergy.com

Dana Coulter
Regulatory Specialist
1201 Fannin St
Houston, TX 77002
713.537.2361
832.584.2396 (fax)
Dana.Coulter@nrgenergy.com or
papauc@reliant.com

- **Disclosure Statement:**

A sample disclosure statement is provided in *Appendix B*

- **Question 20 - Business plans:** *Updated to include information related to residential and small commercial customers*

Reliant plans to offer a range of competitively priced products to all customer classes throughout the state. *See Appendix C-Confidential*

- **Question 20 - Documentation of membership in ECAR, MAAC or other regional reliability councils shall be submitted if applicable to the scope and nature of the applicant's proposed services.**


Reliant Energy Northeast LLC's Executed PJM RAA signature page & Membership approval letter are provided in *Appendix D*

- **Affiliates (in & out of state):** *All Affiliates See Appendix E*
- **Compliance (Criminal/Civil/Regulatory):** *See Appendix F*

Pursuant to the Party notice requirement detailed in the License Application Item #14, all listed parties have been served with this informational update. Please see enclosed Proof of Service.

If you have any questions about this information, please contact me at 713-537-2360 or at aundrea.williams@nrgenergy.com.

Sincerely,



Aundrea Williams

Director, Regulatory Strategy & Policy

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Reliant Energy Northeast LLC

Amendment of EGS License granted in A-2010-2192350

Appendix A – Proof of Compliance with Dept of State Filing Requirements

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PA PUBLIC UTILITY COMMISSION
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PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

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Application for Registration of Fictitious Name
54 Pa.C.S. § 311

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Name	CT COUNTER		
Address			
City	State	Zip Code	
8084864	SOPA9		

Document will be returned to the
name and address you enter to
the left.

Commonwealth of Pennsylvania
FICTITIOUS NAME 2 Page(s)



T1106338081

Fee: \$70

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:
Reliant

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:
Retail electricity sales and related activities.

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

211 Carnegie Center	Princeton	NJ	08540	Mercer
Number and street	City	State	Zip	County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name	Number and Street	City	State

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PA DEPT OF STATE

5. Each entity, other than an individual, interested in such business is (are):

Reliant Energy Northeast LLC	LLC	Delaware
Name	Form of Organization	Organizing Jurisdiction

211 Carnegie Center Princeton, NJ 08540

Principal Office Address

CT Corporation System

Philadelphia

PA Registered Office, if any

Name	Form of Organization	Organizing Jurisdiction
------	----------------------	-------------------------

Principal Office Address

PA Registered Office, if any

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. Optional: The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

2nd day of March, 2011

Individual Signature

Individual Signature

Individual Signature

Individual Signature

Reliant Energy Northeast LLC

Entity Name

Entity Name



Signature

Signature

Assistant Secretary

Title

Title

Reliant Energy Northeast LLC

Amendment of EGS License granted in A-2010-2192350

Appendix B – Disclosure Statement

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

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RELIANT ENERGY
DISCLOSURE STATEMENT
Electric Generation Supplier

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This is an Agreement that applies to your purchase of electric generation and other related services from Reliant Energy Northeast LLC dba Reliant Energy (Reliant Energy) for your home or business.

Background

Reliant Energy Northeast, LLC dba Reliant Energy is licensed by the Pennsylvania Public Utility Commission (PUC) to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2010-2192350. We set the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. [EDC Name], your electric distribution company (EDC) will continue to read your meter and send you a bill for their transmission and distribution services. The electricity you buy from Reliant Energy will be included in the monthly bill you receive from [EDC Name].

Right of Rescission

You can cancel your acceptance of this Agreement with us without penalty or fee by contacting us before midnight of the third federal business day after receipt of this Agreement by calling us at 1-877-297-3795, or by e-mail at care@reliant.com.

Definitions

Agreement: This Disclosure Statement, as well as your Enrollment Form, Welcome or Renewal Letter, and any amendments to these documents made from time-to-time.

Basic Service: Services necessary for the physical delivery of electricity, including electric generation service, transmission, and distribution as they are defined in this section.

Basic Service Charge: The total charge you pay to your EDC for Basic Service. That means the total of the Electric Generation Service Charge, which will include charges for transmission, distribution, and any monthly customer charges.

Business Days: Monday through Friday, excluding holidays.

PUC: The Pennsylvania Public Utility Commission.

Customer Charge: Part of the monthly Basic Service Charge. This covers the costs of billing, meter reading, service line maintenance and equipment used by the EDC. This charge is the same no matter how much electricity you use.

Distribution Charge: Part of the Basic Service Charge. This covers the cost of delivering electricity from your EDC to your home or business, and includes the Customer Charge. The Distribution Charge is regulated by the Commission. It will vary according to how much electricity you use.

EDC: Electric Distribution Company. Your EDC is [EDC Name]

Generation Service Charge: Part of the Basic Service Charge. This covers the generation (production) of electricity. Generation service is competitively priced and is not regulated by the Commission. This charge depends on the contract between the customer and the supplier. This is included in the price that Reliant Energy charges you, as described in this Agreement.

Initial Term: The time period during which you will receive a fixed price. [Note: revise for varying rate offers]

kWh: A kilowatt hour. This is a measurement of your use of electricity.

RELIANT ENERGY
DISCLOSURE STATEMENT

Electric Generation Supplier

Transmission Charges: Part of the Basic Service Charge. This covers the cost of moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Terms of Service

1. Basic Service Prices

You agree to pay the rate per kWh indicated in your Enrollment Form, Welcome Letter, or Renewal Notice (as applicable). Each month your bill for electricity will be calculated by multiplying this rate per kWh by the amount of electricity used in the billing cycle plus all applicable taxes. Your total bill from _____ (your EDC) will include this amount plus all applicable fees and taxes for distribution charged by _____ (your EDC).

2. Length of Agreement

You will buy your electricity generation service from Reliant Energy beginning when _____ (your EDC) switches your account to Reliant Energy and will continue until you or Reliant Energy cancel this Agreement as set forth in Section 4.

3. Renewal Provision/Agreement Expiration/Change in Terms

If you have a fixed term Agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us in each of our last three bills for supply charges or in corresponding separate mailings that proceed either the expiration date or the effective date of the proposed changes. We will explain your options in these three advance notices. This Agreement will automatically renew on a month-to-month basis with the revised terms and conditions unless you cancel the renewal of this Agreement by notifying Reliant ____ days prior to the renewal or effective date.

4. Cancellation

You may cancel or terminate your Agreement to purchase electricity by providing ____ days advance notice. To cancel this Agreement, please contact Reliant by phone at 1-877-297-3795.

Reliant Energy may cancel this Agreement if you do not pay your bill in a timely manner. Your electricity service will be subject to termination in accordance with the procedures approved by the PUC.

Your EDC may disconnect your service if you fail to pay your bills. Your EDC will give you notice in the time frame prescribed by the PUC before it disconnects your electric service. The EDC may also disconnect your electric service immediately and without notice in certain urgent situations. This Agreement is automatically canceled if the EDC returns you to EDC generation and distribution service. If your EDC has a Purchase Of Receivables ("POR") program, Reliant Energy's participation in that program would allow the EDC to terminate you from participation in Reliant Energy's program for non-payment of Reliant Energy's charges. If this occurs, the EDC termination will follow the process provided for in the Commission's regulations.

5. Penalties, Fees and Exceptions:

If you cancel this agreement after the three (3) day rescission period referenced above and before the end of your Initial Term, you will be responsible for a termination fee in the amount of \$XX.XX.

6. Special Terms and Conditions: (Sign-up Bonuses, limited time offers or exclusions as necessary)

RELIANT ENERGY
DISCLOSURE STATEMENT
Electric Generation Supplier

7. Billing and Payment

You will continue to receive a single monthly bill from _____ that will include all of your Basic Service Charges from both _____ and Reliant Energy. Please make/remit your monthly payment for all services to _____ your EDC in accordance with the payment terms that are set forth in _____ (your EDC's) tariff. Failure to pay your bills on time may result in late payment penalties and in discontinuation of service.

8. Power Outages and Emergencies

If you have an electrical emergency or a power outage, you should immediately contact your EDC:

PPL Electric Utilities Corporation at 1-800-342-5775
PECO Energy Company at 1-800-841-4141
Duquesne Light Company at 1-888-393-7000 or 412-393-7000
Met-Ed at 1-888-544-4877
Penelec at 1-888-544-4877
West Penn Power Company at 1-800-255-3443
Pennsylvania Power Company at 1-888-544-4877
UGI Utilities, Inc. at 1-800-962-1212
Citizen's Electric Company at 1-570-524-2231
Orange and Rockland Company at 1-877-434-4100
Wellsboro Electric Company at 1-570-724-3516

9. Disputes or Complaints

If you have any questions, concerns, or complaints about your bill, please contact us by calling our Customer Care Representatives at 1-877-297-3795 or by emailing us at care@reliant.com. We will make every effort to address your concern and provide a response to you. If for any reason you are not satisfied with our response, you may contact the Pennsylvania Public Utility Commission at P.O. Box 3265, Harrisburg, PA 17105-3265 or by calling 1-800-692-7380.

10. Limitations of Liability and Warranty/Force Majeure

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Authorization to Release Customer Information

By entering into this Agreement, you authorize Reliant Energy to obtain information that we may need to provide electricity service to you, including your account information and usage history. We will not give or sell your personal information to any unaffiliated third-party unless you provide us with your consent or unless we are required to do so by law.

12. Other Provisions

This Disclosure Statement along with your Enrollment Form, Welcome or Renewal Letter constitutes your entire Agreement between you and Reliant Energy with regard to your purchase of electric generation and other related services from Reliant Energy. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. You may not assign this Agreement with us, in whole or in part, or any of your rights or obligations under this Agreement without our prior written consent. Reliant Energy may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds or (ii) assign this agreement to an affiliate of Reliant Energy; or (iii) to any other person or entity succeeding to all or a substantial portion of the assets of Reliant Energy or a competitive electricity supplier licensed to do business in Pennsylvania.

RELIANT ENERGY
DISCLOSURE STATEMENT
Electric Generation Supplier

13. Contact Information

Generation Supplier Name: Reliant Energy Northeast LLC

Address: 1201 Fannin St.

Houston, TX 77002

Phone Number: 877.297.3795

Internet Address: www.reliant.com/pjm

Electric Distribution Company Name: _____

Provider of Last Resort Name: _____

Address: _____

Phone Number: _____

Public Utility Commission (PUC)

Address: P.O. Box 3265 Harrisburg, PA 17105-3265

Choice Hotline Number: 1-00-692-7380

Universal Service Program Name: _____

Phone Number: _____

Reliant Energy Northeast LLC

Amendment of EGS License granted in A-2010-2192350

Appendix C – Business Plans (CONFIDENTIAL)

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Residential and Small Business Expansion Plan Overview

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SECRETARY'S OFFICE



an NRG Energy Company

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Reliant Energy Northeast LLC

Amendment of EGS License granted in A-2010-2192350

Appendix D – Executed PJM RAA and Membership Approval Letter



PJM Interconnection
Valley Forge Corporate Center
955 Jefferson Avenue
Norristown, PA 19403-2497

Audrey D. Williams
Paralegal, Contract Administrator
610.666.4651 | fax 610.666.8211
willia@pjm.com

December 20, 2010

VIA EMAIL

Patricia Esposito
NRG Power Marketing LLC
211 Carnegie Center
Princeton, NJ 08540

Dear Ms. Esposito:

Reliant Energy Northeast, LLC, became a PJM Member on November 3, 2010 and is known on the PJM system by its short name of "RELENE", Org. ID 19,849 and is a member in good standing.

NRG Power Marketing LLC, signed the PJM Reliability Assurance Agreement on July 19, 2010.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Audrey', with a stylized flourish extending from the end.

Audrey D. Williams
Paralegal / Contract Administrator

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Application for Membership
Between
PJM Interconnection, L.L.C.
and

MAR 18 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Reliant Energy Northeast LLC

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and ("Applicant"). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ("Operating Agreement"). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at:
<http://www.pjm.com/documents/downloads/agreements/oa.pdf>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: *Deena Morgan*

Name: Deena Morgan

Title: Vice President
Reliant Energy Northeast,
LLC

Date: 7/19/10

PJM Interconnection, L.L.C.

Signature: *Terry Boston*

Name: Terry Boston

Title: President & CEO

Date: 11/3/2010

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of Nov 3, 2010, is entered into among Reliant Energy Northeast LLC and the President of the LLC acting on behalf of its Members.

2. Reliant Energy Northeast, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Reliant Energy Northeast LLCs facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Reliant Energy Northeast LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Reliant Energy Northeast LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Reliant Energy Northeast, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Patricia Esposito 211 Carnegie Blvd Princeton, NJ 08540

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

6. The Operating Agreement is hereby amended to include Reliant Energy Northeast, LLC as a Member of the LLC thereto, effective as of November 3, 2010, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Reliant Energy Northeast, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Terry Boston
Name: Terry Boston
Title: President CEO

By: Deena Morgan
Name: Deena Morgan
Title: Vice President, Reliant Energy Northeast, LLC

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: April 30, 2004

Effective: May 1, 2004

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Reliant Energy Northeast LLC

Amendment of EGS License granted in A-2010-2192350

Appendix F - Compliance: Criminal/Civil Proceedings

Neither Applicant, nor any affiliate, predecessor or person identified in this Application has been or is currently the defendant of any criminal proceedings within the past five (5) years.

Affiliates' are currently or have been the defendant of the following civil proceedings within the past five (5) years:

Babcock & Brown Holdings, Inc. and Harrison Street Partners LLP v. Green Mountain Energy Company. Filed in July 26, 2006 in the Court of Chancery of the State of Delaware (Civil Action No. 2303-N). In a Petition for Appraisal, Petitioners sought a determination of the fair value of the shares of Green Mountain preferred stock owned by Petitioners prior to a March 2006 merger resulting in a recapitalization of Green Mountain. Green Mountain settled this case in January 2007 and the case was voluntarily dismissed with prejudice. (closed)

Irving S. Bergrin et al v. Green Mountain Energy Company. Filed January 31, 2008 in the Court of Common Pleas, Cuyahoga County, Ohio (Case No. CV 08 649516) and removed by Green Mountain to the United States District Court for the Northern District of Ohio, Eastern Division (Case No. 1:08-cv-00641). Class action alleging breach of contract between Northeast Ohio Public Energy Council (NOPEC) and Green Mountain. The case was voluntarily dismissed in May 12, 2008, without any payment by Green Mountain. (closed)

Janet L. Mencl (pending) vs. Home Builders Association of Greater Dallas, Green Mountain Energy Company, Shaddock Creek Estates, Viking Range Corporation. Filed May 22, 2009, in the 429th Judicial District Court of Collin County, Texas (Case No. 429-02035-2009). Complaint claimed damages for personal injuries sustained in a fall at a 2007 Parade of Homes event, for which Green Mountain was a sponsor. Green Mountain tendered the defense of this action to its insurance carrier and filed an answer denying liability. (open)

American Municipal Power, Incorporated (AMPO) v. Green Mountain Energy Company. Filed October 2, 2009 in the Franklin County Municipal Court, Franklin County, Ohio (Case No. 2009 CVF 043309). Complaint alleged that Green Mountain had breached a contract that had expired December 31, 2008. Green Mountain settled the matter in November 2009 and the case was voluntarily dismissed with prejudice. (closed)

In re: Tusa Expo Holdings, Inc., Office Expo, Inc., Tusa Office Solutions, Inc., Debtor (Case No. 008-45057-dml-7); Marilyn D. Garner, Trustee for Office Expo, Inc. Chapter 7 Plaintiff v. Green Mountain Energy Company. Filed October 29, 2010 in the United States Bankruptcy Court, Northern District of Texas, Fort Worth Division (Adversary No. 10-04232). This is a preference action filed by the Bankruptcy Trustee for a former Green Mountain commercial customer. The Trustee is attempting to avoid and recover payments totaling \$33,558 made by the debtor to Green Mountain during the 90 days prior to filing of the bankruptcy case. Green Mountain has filed an answer and is asserting that the Trustee is not entitled to avoid and recover these payments because they were made in the ordinary course of business. (open)

Affiliates of Applicant are or have been involved in the following material civil litigation within the past five (5) years, as publically disclosed in SEC filings. In addition to the following, Affiliates of Applicant are parties to other litigation or legal proceedings.

Public Utilities Commission of the State of California v. Long-Term Sellers of Long-Term Contracts to the California Department of Water Resources. Filed February 2002 (FERC Docket No. EL02-60 et al.). This matter concerns wholesale power contracts entered into during the California power crisis. The case was appealed from FERC to the U.S. Court of Appeals for the Ninth Circuit and the U.S. Supreme Court, remanded to the Ninth Circuit and back to FERC for proceedings consistent with the U.S. Supreme Court's June 26, 2008 decision in a related case involving the *Mobile-Sierra* standard. The matter is currently before the FERC. (open)

United States of America v. Louisiana Generating, LLC. Filed February 11, 2009 in the U.S. District Court Middle District of Louisiana, by the U.S. Department of Justice (U.S. DOJ) acting at the request of the U.S. Environmental Protection Agency (Civil Action No. 09-100-RET-CN). The U.S. DOJ lawsuit against alleges violations of the Clean Air Act at the Big Cajun II power plant arising out of alleged improvements to the plant made in the 1990's, prior NRG's of the facility. On April 28, 2010, the district court tentatively scheduled trial on a liability phase for mid-2011 and, if necessary, trial on the damages (remedy) phase for mid-2012. On February 4, 2011, LaGen filed motions for summary judgment requesting that the court dismiss all of the U.S. DOJ's claims, and the U.S. DOJ filed motions for partial summary judgment on three issues. (open)

Hohl Industrial Services, Inc. v. Dunkirk Power, LLC, NRG Energy, Inc., Clyde Bergemann US, Inc., Individually and D/B/A Clyde Bergemann Eec, John W. Danforth Company, Chautauqua County Industrial Development Agency, Triad Metals International, Clark Rigging & Rental Corp., Cirelectrical Construction Corp., Nichols Long & Moore Construction Corp., R W Painting, Inc. International Fidelity Insurance Company, Chautauqua County, John Does 1-10 And Jane Does 1-10, State of New York Supreme Court, County of Chautauqua (Index No. K1-2009-1510). This case involved a contractual dispute between Applicant's parent company and a contractor installing pollution controls on a power plant. On August 28, 2009, a contractor filed a complaint against NRG and various other parties. In April 2010, the other parties reached a settlement, and the case was dismissed on September 30, 2010. (closed)

Louisiana Sheriffs' Pension & Relief Fund and City of St. Claire Shores Police & Fire Retirement System, on Behalf of Themselves and All Others Similarly Situated v. David Crane, et al., Court of Chancery of the State of Delaware (Case No. 4193-VCL). Filed November 25, 2008; served December 11, 2008. These two cases were associated with the attempted hostile takeover of Applicant's parent company by Exelon Xchange Corporation in 2008, and whether NRG's Board of Directors gave due consideration to the acquisition proposal announced by Exelon on October 19, 2008, in which Exelon offered to acquire all of the outstanding shares of NRG. On July 28, 2009, Exelon, NRG, and NRG's Board of Directors collectively filed a Stipulation of Dismissal of Exelon's lawsuit, thereby ending the case after the attempted takeover failed. (closed)

Evelyn Greenberg, on Behalf of Herself and All Others Similarly Situated v. David Crane, et al., (filed October 20, 2008); *Joel A. Gerber and Raphael Nach & Jaqueline Noell Co-Trustee The Nach Family Trust VIA, Individually and on behalf of All Others Similarly Situated v. NRG Energy, Inc., et al.* (filed November 10, 2008); *Walter H. Stansbury Individually and on Behalf of All Others Similarly Situated v. NRG Energy, Inc., et al.* (filed October 24, 2008), before the Superior Court of New Jersey-Law Division, Mercer County (Docket No. MER-C-137-08). Three lawsuits filed against NRG and NRG's Board of Directors on behalf of individual shareholders and all

others similarly situated were consolidated into one case alleging a single count of breach of fiduciary duty against NRG's Board of Directors and seek injunctive relief. On June 18, 2009, the court found in favor of NRG's Board of Directors and stayed the consolidated lawsuits pending resolution of the purported class-action lawsuit filed in Delaware Chancery court by the Louisiana Sheriffs' Pension & Relief Fund and City of St. Claire Shores Police & Fire Retirement System discussed above. (closed)

Citizens for Clean Power v. Indian River, LLC, Civ., Delaware District Court, 2009 (Civ. No. 09-125-SLR). This case involved a citizen Clean Air Act suit against Indian River, LLC. Citizens for Clean Power objected to a consent decree entered into by Delaware Department of Natural Resources and Environmental Control. The case was dismissed on July 23, 2009, the court dismissed the case. (closed)

Niagara Mohawk Power Corporation v. Dunkirk Power LLC, NRG Dunkirk Operations, LLC, Huntley Power LLC, NRG Huntley Operations, LLC., Oswego Power LLC and NRG Oswego Operations, LLC, Supreme Court, Erie County (Index No. 1-2000-8681). This case involved a dispute over station power charges associated with New York power plants of an affiliate of Applicant. The case was stayed pending resolution of a companion matter at FERC, and NRG eventually obtained a favorable order from FERC, which was upheld by the D.C. Circuit Court of Appeals. (closed)

Native Village of Kivalina v. ExxonMobil Corp., et al., U.S. District Court for the Northern District of California (CV 08-1138 SBA (N.D. Cal.)). Twenty-four electric generating companies and oil and gas companies were named as defendants in this complaint. The complaint was filed on behalf of a small Alaskan town and sought damages associated with the need to relocate from the northern coast of Alaska purportedly because of the effects of global warming caused by the defendant's CO₂ emissions. On June 11, 2008, NRG and the plaintiffs executed a Stipulation of Dismissal with Prejudice. On June 16, 2008, the U.S. District Court for the Northern District of California dismissed NRG with prejudice thereby ending the case for NRG. NRG did not pay any money or exchange anything of value with the plaintiffs in exchange for its dismissal. (closed)

Spring Creek Coal Company v. NRG Texas LP et. al, No. 07-CV-168B, U.S. District Court for the District of Wyoming (No. 07-CV-168B). Filed July 30, 2007. This case involved alleged breaches in 2007 of a 1978 coal supply agreement, as amended by a later 1987 agreement. The parties reached a settlement and on May 15, 2008, and the case was dismissed with prejudice. (closed)

Connecticut Light & Power Co. v. NRG Power Marketing Inc., U.S. District Court for Connecticut, (497 F. Supp. 2d 352 (U.S. Dist. Conn. 2007)). On November 28, 2001, NRG Power Marketing Inc. (PMI) sought recovery in the U.S. District Court for Connecticut for amounts it claimed were owed for congestion charges under the October 29, 1999 Standard Offer Services Contract. Connecticut Light & Power Co. (CL&P) withheld approximately \$30 million from amounts owed to PMI under contract and PMI counterclaimed. CL&P's motion for summary judgment was granted by the Court on July 20, 2007. (closed)

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SECRETARY'S BUREAU

Reliant Energy Northeast LLC

Amendment of EGS License granted in A-2010-2192380

Appendix F - Compliance: Customer/Regulatory/Prosecutory Actions

Reliant Energy Retail Services, LLC:

Formal Complaint of Rita Savoy Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 32602). Complaint dismissed with prejudice.

Formal Complaint of John Geletka Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 32800). Dispute resolved by mutual agreement. Complaint dismissed with prejudice.

Formal Complaint of Alice Management Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 32906). Complainant did not comply with requirement to file an informal complaint prior to filing the formal complaint. Complaint dismissed without prejudice.

Formal Complaint of William Slobojan Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 33809). Complaint dismissed without prejudice.

Formal Complaint of Leslie L. Smith Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 34375). Complainant's filing failed to comply with Commission requirements. Complaint dismissed without prejudice.

Formal Complaint of Ann Ha Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 34496). Complaint dismissed for failure to state a claim for which relief can be granted.

Formal Complaint of Sonja Pantoja Against CenterPoint Energy*. Public Utility Commission of Texas (Docket No. 34593). Complaint dismissed without prejudice. (**Reliant Energy Retail Services was added to the complaint after it was already captioned.*)

Formal Complaint of Festival Properties Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 34844). Dispute resolved by mutual agreement. Complaint dismissed with prejudice.

Formal Complaint of Patrick Day Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 34884). Complaint dismissed for failure to state a claim for which relief can be granted.

Formal Complaint of Sonja Pantoja Against CenterPoint Energy and Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 35455), State Office of Administrative Hearings Docket No. 473-08-2677. Complaint was litigated resulting in Commission final order. Commission found that CenterPoint did not sustain burden of proof that Complainant had tampered with meter. .

Formal Complaint of Lambert Adumekune Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 35736). Complaint dismissed with prejudice for failure to state a claim for which relief can be granted.

Formal Complaint of Wilson Davis Against CenterPoint Energy*. Public Utility Commission of Texas (Docket No. 35960). Complainant did not comply with requirement to file an informal complaint prior to filing the formal complaint. Complaint dismissed without prejudice. (**Reliant Energy Retail Services was added to the complaint after it was already captioned.*)

Formal Complaint of Kenneth Gatlin Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 36230). Complaint dismissed for failure to state a claim for which relief can be granted.

Formal Complaint of Idowu Odukoya Against CenterPoint Energy*. Public Utility Commission of Texas (Docket No. 37312). Complaint dismissed for failure to state a claim for which relief can be granted. (**Reliant Energy Retail Services was added to the complaint after it was already captioned.*)

Formal Complaint of Felix Garza Against CenterPoint Energy and Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 37473). Complaint dismissed for failure to state a claim for which relief can be granted.

Formal Complaint of Jesse Pickens Against CenterPoint Energy and Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 37581). Complaint dismissed without prejudice.

Formal Complaint of La'Shunta Leach Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 37843). Complaint dismissed for failure to state a claim for which relief can be granted.

Formal Complaint of Jana Woods Against Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 37581). Complaint dismissed for failure to state a claim for which relief can be granted.

Formal Complaint of Jesse Pickens Against CenterPoint Energy and Reliant Energy Retail Services. Public Utility Commission of Texas (Docket No. 38134). Complaint dismissed for failure to state a claim for which relief can be granted.

Formal Complaint of Carolyn Arthur Against Reliant Energy Retail Services and Oncor Electric Delivery. Public Utility Commission of Texas (Docket No. 38370). Complaint dismissed for failure to state a claim for which relief can be granted.

Customer Complaint – Jose Santos Esqueda. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M222629). Filed October 03, 2006. Reliant Energy Retail Services responded to customer and Attorney General's office. No further action taken.

Customer Complaint – Robert Rogers. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M222629). Filed February 4, 2011. Reliant Energy Retail Services responded to customer and Attorney General's office. No further action taken.

Green Mountain Energy Company:

Formal Complaint of The Print Connection, Owner Willis Hamilton Against Green Mountain Energy Company. Public Utility Commission of Texas (Docket No. 32617). Dispute resolved by mutual agreement. Complaint dismissed with prejudice.

Formal Complaint of Joel H. McGlasson, III Against Green Mountain Energy Company and CenterPoint Energy Houston Electric, LLC. Public Utility Commission of Texas (Docket No. 36111). Complaint dismissed for lack of jurisdiction.

Customer Complaint - Lori Busch. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M207005). Filed March 20, 2006. Green Mountain Energy Company responded to customer and Attorney General's office. No further action taken.

Customer Complaint - Jose L. Alvarado. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M243897). Filed June 6, 2007. Green Mountain Energy Company responded to customer and Attorney General's office. No further action taken.

Customer Complaint - Alvaro Martinez. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M295645). Filed March 3, 2009. Green Mountain Energy Company responded to customer and Attorney General's office. No further action taken.

Customer Complaint - Jose Cavazos Jr. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M349645). Filed August 31, 2010. Green Mountain Energy Company responded to customer and Attorney General's office. No further action taken.

Other affiliates:

Applicant's generation-owning affiliates have been involved in the following enforcement actions regarding mandatory reliability standards:

FERC

Name – Devon Power LLC

License – NA.

\$500,000 penalty assessed in connection with generation status arising from a January 24-25, 2006 incident. See FERC Docket No. IN07-06.

NERC/NPCC

Name – Montville Power LLC

License – NA. \$2,000 penalty assessed in connection with a violation of NERC VAR-002 Standard (AVR) from a 12/3/2007 incident. See FERC Docket No. NP10-103.

NERC/NPCC

Name – Dunkirk Power LLC

License – NA. \$2,000 penalty assessed in connection with a violation of NERC VAR-002 Standard (AVR) from a 1/16/2008 incident. See FERC Docket No. NP10-101.

Before NERC/NPCC

Name – Huntley Power LLC

License – NA.

\$2,000 penalty assessed in connection with a violation of NERC VAR-002 Standard (AVR) from a 2/12/2008 incident. See FERC Docket No. NP10-102.

NERC/RFC

Name – Indian River LLC

License – NA.

\$20,000 penalty assessed in connection with a violation of NERC PRC-005 Standard (Batteries) from various dates in 2007/2008. See FERC Docket No. NP09-44.

NERC/SERC

Name – Louisiana Generating LLC

License – NA.

\$10,000 penalty assessed in connection with a violation of NERC VAR-002 Standard (AVR) from a 4/2/2008 incident. See FERC Docket No. NP09-28.

NERC/NPCC

Name – Huntley Power LLC

License – NA.

\$7,500 penalty assessed in connection with a violation of NERC PRC-005 Standard from a 11/6/2008 incident. See FERC Docket No. NP10-102.

NERC/TRE

Name – NRG Texas Power LLC

License – NA.

\$6,000 penalty assessed for violation of NERC PRC-005 Standard regarding a policy that the auditor claimed should be clarified from a November 2009 audit.

NERC/TRE

Name – NRG Texas Power LLC

License – NA.

Pending self-report of possible violation of NERC PRC-004 Standard regarding delay in submitting analysis of relay misoperation from January 2010.

NERC/SERC

Name – Louisiana Generating LLC

License – NA.

Four pending notices of possible violation of NERC reliability standards resulting from March 2010 audit.

NERC/NPCC

Name – Montville Power LLC

License – NA.

Pending self-report of possible violation of NERC PRC-005 Standard (Batteries) from first quarter 2010.

NERC/NPCC

Name – Arthur Kill Power LLC

License – NA.

Pending self-report of possible violation of NERC CIP-006-R1.6 (cyber access escort) from second quarter 2010.

NERC/SERC

Name – Louisiana Generating LLC

License – NA.

Self-reported possible violations of NERC reliability standards resulting from January 1 addition of load and failure to capture two tie lines in our ACE.

NERC/WECC

Name – Cabrillo Power I LLC and Cabrillo Power II LLC

License -- NA.

Self reported possible violations of NERC reliability standards relating to patch management and anti-virus.

Applicant's generation-owning affiliates have been involved, in the prior five years, in the actions regarding environmental matters as described below:

Facility	Date of Issuance	Description	Status
El Segundo Energy Center	12/22/2010	Demolition of decommission unit 1 & 2 without proper notification. Non-NRG Contractor has claimed responsibility.	Open – NOV amended to correct owner name ("El Segundo Power, LLC") and added Rule 403 Nuisance Dust to the violation. No further response from South Coast AQMD.
TH Wharton	10/5/2010	Failure to compile and maintain a thorough potable water system plant operations manual for operator review and reference.	Open - Submitted operations manual to TCEQ and requested that the NOV be changed to "Area of Concern."
El Segundo	9/15/2010	El Segundo Certified Unified Participating Agency (CUPA) was on site for an annual hazardous material/hazardous waste inspection; hazardous waste was found to exceed the 90 day storage limit.	Open - CUPA has not responded with administrative penalty.
Encina	9/9/2010	Exceeded ammonia concentration limit of 10 ppm at 3% oxygen on Unit #1 during testing	Closed - Settlement with a civil penalty of \$2,000.
Greens Bayou	5/18/2010	Failure to submit Q3 2008 CEMS monitor downtime report	Closed - No further action required
Limestone	5/4/2010	Excess opacity emissions following a unit trip caused by operator error.	Closed - No further action required.
Saguaro	4/2/2010	Failure to submit annual compliance certification by 01/30/2010.	Closed - Settlement with a civil penalty of \$2,500.
WA Parish	3/30/2010	Baghouse bypass that led to opacity exceedance.	Closed - No further action required.
Kearny Mesa (Cabrillo 2)	1/26/2010	Failure to calibrate continuous monitors and recorders within a 1-year period, as required.	Closed - Settlement with a civil penalty of \$2,102.
WA Parish	1/11/2010	Baghouse bypass resulting in opacity exceedance.	Closed - No further action required.
Long Beach	12/31/2009	NOx exceedance on 05/27/2009.	Closed - Settlement with a civil penalty of \$1,000.
Cedar Bayou	12/23/2009	late RATA notifications and failure to report monitor downtime.	Closed - No further action required.
Encina	12/8/2009	excess emissions not reported as a breakdown within 2 hours.	Closed - Settlement with a civil penalty of \$1,000.
Montville	10/30/2009	NOV alleges misrepresented flow rate and failure to notify the agency of a flow rate violation.	Closed - No further action required.
Saguaro	9/11/2009	Failed performance test while combusting distillate fuel on unit #2. Parameters exceeded were PM10, VOCs, and NH3.	Open - working with DAQEM on the test method and the laboratory analysis of particulate distribution between condensable and non-condensable.
TH Wharton	8/14/2009	i) Gas Turbine 44 exceeded one – 1 hour NOX average ii) Failure to report 2 maintenance deviations on the semi-annual report.	Closed - No further action required.

WA Parish	7/29/2009	Opacity excursion following baghouse bypass.	Closed - No further action required.
Big Cajun 2	7/27/2009	State of Louisiana Department of Health and Hospitals NOV re: potable water supply (improper interconnections, no backflow prevention, etc).	Closed - No further action required.
El Segundo	5/27/2009	Failure to submit 2Q2007 Quarterly Emissions Report within 30 days of the reconciliation period.	Closed - Settlement with a civil penalty of \$750.
Cabrillo 2	3/17/2009	Failure to maintain strip chart.	Closed - Settlement with a civil penalty of \$775.
Limestone	2/26/2009	Failure to notify the agency that use of a construction well, service pumps and storage tank stopped in October 2004.	Closed - No further action required
Cabrillo 2	2/19/2009	Failure of water injection at the unmanned Kearny Mesa site.	Closed - Settlement with a civil penalty of \$775.00.
Big Cajun 2	2/11/2009	The US Department of Justice, acting at the request of the US EPA, commenced a lawsuit against Louisiana Generating, LLC in federal district court in the Middle District of Louisiana alleging violations of the CAA at the Big Cajun II power plant. The Company believes the claims are without merit and has filed motions requesting that the court dismiss the claims. The case is ongoing.	Open - contesting alleged violations.
Astoria	1/27/2009	Excess particulate during December 2007 PM testing.	Closed - Settlement with a civil penalty of \$7,500.
Cabrillo 2	10/23/2008	Water injection flow rate strip charts for the periods 10/1/2007 to 10/23/2007 could not be located during a site inspection.	Closed - Settlement with a civil penalty of \$1,500.
Limestone	9/24/2008	Opacity exceedance resulting from a unit trip.	Closed - No further action required.
Greens Bayou	7/28/2008	3 allegations all dating back to 2006: 1) Excess CO emissions (CO exceeded limits during NOx testing in 2006) 2) Failure to submit ECT-2 Form in the required time frame for NOx allowances – Resolved in 2007 3) Failure to maintain NOx allowances in MECT account – Resolved in 2007.	Closed - No further action required.
Long Beach	7/22/2008	NOx Exceedance (the facility was operating under (and in compliance with) a permit variance at the time of the alleged violation).	Closed - Settlement with a civil penalty of \$5,000.
WA Parish	7/16/2008	Opacity exceedance resulting from a baghouse bypass following a scheduled unit shut-down for maintenance.	Closed - No further action required.

Minneapolis Energy Center	1/29/2008	Sewer discharge pH levels below allowable minimum.	Closed - Settlement with a civil penalty of \$150.
Devon	12/12/2007	under-reported actual NOx emissions from a retired auxiliary boiler for the period 2002 to 2005, which resulted in paying lower emissions fees. An emissions fee adjustment check (not a penalty) for \$1,945.97 was issued on November 7, 2007.	Closed - No further action required.
Middletown	10/5/2007	Alleged failure to report quarterly fuel sulfur content (data was reported as maximum rather than average).	Closed - No further action required.
Norwalk Harbor	10/2/2007	Alleged failure to report quarterly fuel sulfur content (data was reported as maximum rather than average).	Closed - No further action required.
Montville	10/1/2007	Alleged failure to report quarterly fuel sulfur content (data was reported as maximum rather than average).	Closed - No further action required.
Encina	9/20/2007	Failure to provide email notification of wastewater discharge to sewer commencement as requested in batch discharge approval letter.	Closed - Settlement with a civil penalty of \$100.
Long Beach	9/18/2007	Failure to submit Semi-Annual Monitoring Reports for periods 01/01/06 - 06/30/06 and 01/01/06 - 12/31/06; Failure to submit Annual Compliance Certification Period for compliance period of 07/01/05 - 06/30/06 (during this time Long Beach was not operational... NRG had notified the agency that the plant was no longer operational, but the agency had not acknowledged this).	Open – Submitted request documentation (verifying non-operation). No response/penalty.
Indian River	9/10/2007	This NOV was prepared as an administrative requirement in order to finalize the Consent Order between NRG and DNREC which identifies NRG's compliance plan re: Delaware's Multi-Pollutant legislation.	Closed - Consent order signed and filed with State of Delaware.
Dunkirk	9/7/2007	Alleged violations regarding opacity emissions from the coal and ash handling systems and related reporting.	Closed - No further action required.
TH Wharton	8/22/2007	Failure to maintain sufficient NOx allowances, failure to transfer NOx allowance timely, and failure to report insufficient NOx allowances.	Closed - No further action required.
San Diego	8/8/2007	Failed source test indicating CO emissions exceedance.	Closed - Settlement with a civil penalty of \$700.
El Segundo	8/3/2007	Multiple alleged events of noncompliance with waste discharge requirements from August 2001 through December 2006.	Closed - Settlement with a civil penalty of \$12,000.
Limestone	7/13/2007	Failure to report 2005 Emission Inventory on time and failure to conduct Method 9 monitoring monthly.	Closed - No further action required.

Vienna	5/9/2007	Excess opacity emissions greater than 10% of the source operating time during Q1 2007 (10.2 hours over 92.2 hours of operation, 11.02%) .	Closed - No further action required.
Huntley	4/24/2007	A very small oil sheen (estimated between 2 and 6 ounces) was observed on the Niagara River from Huntley's Outfall 007.	Closed - Settlement with a civil penalty of \$500.
Huntley	3/15/2007	SPDES Phenol exceedances from storm water Outfall 002 at the Huntley landfill during three consecutive months (November 2006 to January 2007).	Closed - No further action required.
Encina	2/12/2007	Boiler #4 exceeded its daily NOx limit of 0.15 lbs/gross MWh by emitting 0.18 lbs/gross MWh. Operator error by not increasing ammonia flow to SCR following acknowledging alarm.	Closed - Settlement with a civil penalty of \$4,750.
San Francisco	2/6/2007	1. Statement of financial responsibility was not submitted. 2. There are no records of employees having been trained by the designated operator. 3. Monthly inspections by; the designated operator were not being conducted or records maintained.	Closed - No further action required.
Limestone	1/29/2007	Late notification of opacity exceedance.	Closed - No further action required.
Dover	1/25/2007	Construction of fly ash dry handling system had begun without a permit during a plant outage at the end of 2006.	Closed - No further action required.
Red Bluff	11/17/2006	Quarterly emission self-certification testing not completed by required deadline.	Closed - No further action required..
WA Parish	10/24/2006	Alleged exceedance of 24-hr CO permit limit and exceedance of facility-wide painting and blasting daily throughput limits.	Closed - No further action required.

Arthur Kill	9/28/2006	Arthur Kill received an NOV from NYSDEC on September 28, 2006 alleging that a compliance review had not been prepared and incorporated into the facility's Spill Prevention Report (SPR) and that the life expectancy of aboveground storage tanks (ASTs) and piping had not been included in the SPR per Section 599.8(b)(1). NRG believes this NOV was issued in error; the facility responded in an October 13, 2006 letter indicating that the compliance review had, in fact, been included in the SPR and that Section 599 applies only to new tanks or tanks modified after August 1994. The ASTs referenced in the NOV do not fall within this category.	Closed - No further action required
WA Parish	9/13/2006	WA Parish received an NOV from the Texas Commission on Environmental Quality (TCEQ) regarding an ammonia slip exceedance during March 2006. The NOV letter indicated that the alleged violation has been resolved and subsequent corrective action has been completed.	Closed - No further action required
San Diego Thermal	8/31/2006	On August 31, 2006, the San Diego Air Pollution Control District (SDAPCD) issued an NOV to the San Diego Thermal facility for operating more than the 16 permitted hours per day on August 4, 5 and 6, 2006 and for failing to maintain the water injection ratio on August 29, 2006.	Closed - Settlement with a civil penalty of \$13,750.
Indian River	8/24/2006	The Delaware Department of Natural Resources and Environmental Control (DNREC) issued an NOV to the Indian River facility on August 24, 2006 alleging failure to appropriately register all ASTs in 2002. DNREC issued a letter closing the NOV on October 11, 2006.	Closed - No further action required.
Chowchilla	7/26/2006	Chowchilla was issued an NOV from the San Joaquin Valley Air Pollution Control District (SJVAPCD) on July 26, 2006 for failure to meet the permitted VOC limit as measured during a February 20, 2006 stack test.	Closed - Settlement with a civil penalty of \$3,600.
Limestone	7/15/2006	TCEQ issued an NOV to the Limestone facility on July 15, 2006 regarding selenium exceedances in February 2006 and failure to submit discharge monitoring reports (DMRs) for toxicity for the period ending 12/31/2005.	Closed - Settlement with a civil penalty of \$5,940.

WA Parish	7/10/2006	TCEQ issued an NOV to WA Parish on July 10, 2006 regarding excess opacity emissions from Unit 5 related to a start-up following a forced outage of the unit.	Closed - No further action required.
Encina	6/8/2006	The San Diego Regional Water Quality Control Board issued Encina a Notice of Violation on June 8, 2006 for chronic toxicity exceedances occurring during the 2nd quarter 2005 monitoring. Encina reported, and the Regional Board recognized, that the toxicity was clearly caused by the substantial "red tide" occurring as a result of the substantially wet winter preceding the sampling.	Closed - No further action required.
Energy Development Center (Houston)	5/15/2006	Low residual chlorine levels in the effluent from the wastewater treatment plant.	Closed - No further action required.
Huntley	3/31/2006	Visible oil sheen on the surface of the Niagara River on March 31, 2005.	Closed - Settlement with a civil penalty of \$500.00.
Vienna	3/10/2006	USEPA Region III issued an NOV re: deficiencies in Vienna's Facility Response Plan. NOV indicates the EPA is not seeking any penalty. Vienna submitted its responses on April 14, 2006.	Closed - No further action required.
Big Cajun II	2/2/2006	NOV issued for failure to submit the solid waste annual reports on time. Reports were submitted promptly. This was a Notice of Corrected Violation and no further action is expected.	Closed - No further action required.

CERTIFICATE OF SERVICE

On this 18th day of March, 2011, I certify that a true and correct copy of the foregoing application form for licensing with the Commonwealth of Pennsylvania as an Electric Generation Supplier and all attachments have been served upon the following:

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PC 17120

Office of the Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

Legal Department
West Penn Power d/b/a Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

Manager Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699

Regulatory Affairs
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

Legal Department
Attn: Paul Russell
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Legal Department
First Energy
2800 Pottsville Pike
Reading, PA 19612

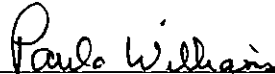
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
526 N. 12th Street, Suite 360
P.O. Box 12677
Reading, PA 19612-2677

Citizen's Electric Company
Attn: EGS Coordination
1775 Industrial Boulevard
Lewisburg, PA 17837

Director of Customer Energy Services
Orange and Rockland Company
390 West Route 59
Spring Valley, NY 10977-5300

Wellsboro Electric Company
Attn: EGS Coordination
33 Austin Street
P.O. Box 128
Wellsboro, PA 16901



Paula Williams
Reliant Energy Northeast LLC

FedEx US Airbill
Express

8672 6930 9256

0200

Form
ID No.

FedEx Carrier's Copy

1 From 3/19/2011 Sender's FedEx # 244341128
Date Account Number
Sender's Name Aundrea William Phone 713.537.260
Company Reliant Energy Northwest
Address 1201 Fannin Dept./Floor/Suite/Room
City Livinston State TX ZIP 77002

2 Your Internal Billing Reference 260601

3 To Recipient's Name Rosemary Chiavetta Phone 717 772 7773
Company Penn. Public Utility Commission
Recipient's Address Keystone Building Dept./Floor/Suite/Room
Address 2nd Floor
To request a package be held at a specific FedEx location, print FedEx address here.
City Harrisburg State PA ZIP 17120

4a Express Package Service

- 1 ☐ FedEx Priority Overnight Next business morning ** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- 5 ☐ FedEx Standard Overnight Next business afternoon. Saturday Delivery NOT available.
- 6 ☒ FedEx First Overnight Earliest next business morning delivery to select locations. Saturday Delivery NOT available.
- 3 ☐ FedEx 2Day Second business day ** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rate not available. Minimum charge: One-pound rate.
- 20 ☐ FedEx Express Saver Third business day ** Saturday Delivery NOT available.
- * To most locations.

4b Express Freight Service

- 7 ☐ FedEx 1Day Freight* Next business day ** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- 8 ☐ FedEx 2Day Freight Second business day ** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- 83 ☐ FedEx 3Day Freight Third business day ** Saturday Delivery NOT available.
- * Call for Confirmation. ** To most locations.

5 Packaging

- 6 ☒ FedEx Envelope* 2 ☐ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sundry Pak.
- 3 ☐ FedEx Box 4 ☐ FedEx Tube 1 ☐ Other
- * Declared value limit \$500.

6 Special Handling

- Include FedEx address in Section 3.
- 1 ☐ SATURDAY Delivery Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- 1 ☐ HOLD Weekday at FedEx Location Not available for FedEx First Overnight.
- 31 ☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.
- Does this shipment contain dangerous goods? One box must be checked.
- ☐ No 4 ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required.
- 6 ☐ Dry Ice Dry Ice, 3, UN 1845 x kg
- Dangerous goods (including dry ice) cannot be shipped in FedEx packaging. ☐ Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below. Obtain Recip. Acct. No.

1 ☒ Sender Acct. No. in Section 1 and 2. 2 ☐ Recipient 3 ☐ Third Party 4 ☐ Credit Card 5 ☐ Cash/Check

Total Packages Total Weight

Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details. Credit Card Auth.

8 Residential Delivery Signature Options

If you require a signature, check Direct or Indirect.

- No Signature Required Package may be left without obtaining a signature for delivery.
- 10 ☒ Direct Signature Someone at recipient's address may sign for delivery. Fee applies.
- 34 ☐ Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

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