



December 12, 2013

VIA HAND DELIVERY

David P. Zambito

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

**Re: Pennsylvania Public Utility Commission et al. v. Duquesne Light Company;
Docket Nos. R-2013-2372129, C-2013-2390562, et al.**

**ANSWER OF THE NRG COMPANIES TO MOTION TO COMPEL OF
DUQUESNE LIGHT COMPANY**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission please find the original Answer of NRG Power Midwest LP, NRG Energy Center Pittsburgh LLC, and Reliant Energy Northeast LLC to the Motion to Compel of Duquesne Light Company in the above-referenced matter. All active parties to this proceeding have been served in accordance with the enclosed Certificate of Service.

Please do not hesitate to contact me should you have any questions regarding this filing or require additional information. Please date-stamp the extra enclosed copy of the filing and return it with our messenger. Thank you for your attention to this matter.

Sincerely,

COZEN O'CONNOR

By: David P. Zambito
Counsel for NRG Power Midwest LP, NRG Energy Center Pittsburgh LLC, and Reliant Energy Northeast LLC

DPZ:JLB
Enclosures

cc: Administrative Law Judge Conrad A. Johnson (via Electronic & First Class Mail)
Per Certificate of Service

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	Docket Nos.	R-2013-2372129
Office of Consumer Advocate	:		C-2013-2379084
Office of Small Business Advocate	:		C-2013-2380474
Jacqueline and Robert Miller	:		C-2013-2383835
Gwendolyn L. LeVert	:		C-2013-2383980
Duquesne Industrial Intervenors	:		C-2013-2385292
Aimee-Marie Dorsten	:		C-2013-2386037
Connie Schiavo	:		C-2013-2386284
NRG Power Midwest LP, NRG Energy Center	:		C-2013-2390562
Pittsburgh LLC, and Reliant Energy Northeast	:		
LLC	:		
	:		
	:		
v.	:		
	:		
Duquesne Light Company	:		

**ANSWER OF THE NRG COMPANIES
TO MOTION TO COMPEL OF DUQUESNE LIGHT COMPANY**

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AND NOW, come NRG Power Midwest LP (“NRG Midwest”), NRG Energy Center Pittsburgh LLC (“NRGP”), and Reliant Energy Northeast LLC (“REN”) (together, the “NRG Companies”), by and through counsel, Cozen O’Connor, pursuant to 52 Pa. Code § 5.342 and the Prehearing Order issued September 22, 2013, and hereby file an answer to the Motion to Compel Answers to Interrogatories and Requests for Production of Documents Propounded by Duquesne Light Company on the NRG Companies Set II (the “Motion to Compel”) filed on December 9, 2013, by Duquesne Light Company (“Duquesne Light”). In support thereof, the NRG Companies state as follows:

I. BACKGROUND

On December 3, 2013, Duquesne Light served its Interrogatories and Requests for Production of Documents Propounded by Duquesne Light Company on the NRG Companies Set II (“Duquesne-NRG Set II”).

On December 6, 2013, the NRG Companies served their Objections to Duquesne Light Company's Interrogatories, Set II, Question Nos. 2, 4, 7, 13, and 14 (the "NRG Objections") on Duquesne Light.

On December 9, 2013, Duquesne Light served its Motion to Compel on the NRG Companies.

II. ARGUMENT

The NRG Companies have requested, among other things, that the Pennsylvania Public Utility Commission ("Commission") determine whether certain provisions of Duquesne Light's Electric – PA. P.U.C. No. 24 (the "Tariff") are just, reasonable and non-discriminatory. In particular, they have asked the Commission to consider Rider No. 18 – Rate for Purchase of Electric Energy from Customer-Owned Renewable Resources Generating Facilities ("Rider No. 18") to the Tariff. It is the position of the NRG Companies that Rider No. 18 is an outdated provision, unsupported by the law and current regulatory environment in Pennsylvania. As such, it is unjust, unreasonable and unduly discriminatory and should be removed from Duquesne Light's Tariff. In the alternative, the NRG Companies believe that the price of \$0.06 per kilowatt-hour ("kWh") contained in Rider No. 18 to be paid for power purchased from certain customer-generators is excessive and discriminatory in light of the current competitive generation market in Pennsylvania.

The primary issue before the Commission, as raised by the NRG Companies, is whether, in light of ensuing legislative enactments resulting in the restructuring of the electric markets in Pennsylvania, a thirty-two year old tariff provision originally adopted under an outdated regulatory scheme should continue to be maintained with the force and effect of law. In connection with any investigation into the \$0.06/kWh price contained in Duquesne Light's

Tariff, the relevant inquiry is what the public utility actually pays for the generation it procures from customer-owned facilities under Rider No. 18 and at what price Duquesne Light itself can and presently does procure power in the restructured competitive markets.

A. Answer to Motion to Compel Response to Duquesne-NRG Set II, No. 2

Through its Question No. 2, Duquesne Light seeks information regarding assets acquired by NRG Energy, Inc. Duquesne Light explains that it believes this information is or may lead to information relevant to whether the \$0.06/kWh price in the public utility's Tariff is excessive or whether it is discriminatory.

As an initial matter, to the extent information is sought from NRG Energy, Inc. and affiliates of NRG Midwest who are neither parties to this proceeding or public utilities subject to the jurisdiction of the Commission, including confidential proprietary information, such discovery would be generally inappropriate. Details regarding operating costs and revenues of non-party companies that do not hold themselves open to the public for their services may not be compelled in this proceeding. Such discovery is all the more inappropriate in light of the irrelevance of the information sought to the central issue of this proceeding, whether Duquesne Light's Tariff is just, reasonable and non-discriminatory.

More specifically, the information sought bears no relevance to whether the price of \$0.06/kWh contained in Rider No. 18 is excessive or discriminatory, which depends entirely on Duquesne Light's specific circumstances. The Rider No. 18 price was set by Duquesne Light over thirty years ago and appears to have been based in part on the public utility's then-projected avoided costs. *See* Response of Duquesne Light to Interrogatories of NRG Companies Set I, No. 9, a true and correct copy of which is attached hereto as **Appendix A**. What NRG Midwest and its affiliates net for energy produced at their own facilities and sold to third parties is not relevant

to the price that a Commission-regulated public utility should be paying to customer-owned facilities under its tariff.

With respect to the claim of potential discrimination, NRG Midwest has not claimed direct discrimination for its own part, but Duquesne Light has indicated that the \$0.06/kWh price contained in Rider No. 18 applies only to two customer-owned facilities, to the exclusion of all other existing or potential customer-generators. *See* Response of Duquesne Light to Interrogatories of NRG Companies Set I, No. 2, a true and correct copy of which is attached hereto as **Appendix B**. This appears to result in discrimination against these other customer-generators. Discovery into what NRG Midwest nets for power it produces and sells is not relevant to the claim of potential discrimination by Duquesne Light.

Duquesne Light also asserts that its Question No. 2 is designed to obtain information relevant to whether NRG Midwest has sustained substantial economic harm. In brief, whether NRG Midwest has suffered economic harm is not relevant to whether Rider No. 18 is just, reasonable and non-discriminatory. Duquesne Light continues to insist that any harm to NRG Midwest is *minor and should be considered in light of the purported benefits of the merger of its parent, NRG Energy, Inc. with GenOn Energy, Inc.* This is not a valid legal claim or defense in this proceeding, which relates to a provision in Duquesne Light's tariff. While the issue may relate to party standing, lack of standing is an affirmative defense that is properly raised only in a new matter. *Jackson v. Garland*, 622 A.2d 969 (Pa. Super. 1993); *Wroblewski v. Pa. Electric Co.*, Docket No. C-2008-2058385 (Order entered May 15, 2009). Duquesne Light has not alleged lack of standing, it has therefore effectively waived the ability to raise it now.

B. Answer to Motion to Compel Response to Duquesne-NRG Set II, No. 4

Through its Question No. 4, Duquesne Light has requested income statements and balance sheets for NRG Midwest. As explained above, whether NRG Midwest has been economically harmed is not relevant to the question of whether Rider No. 18 is just, reasonable and non-discriminatory. NRG Midwest is not making a claim against Duquesne Light rooted in contract law, unjust enrichment or other equitable principals in which it must prove harm. At best, the issue of economic harm is one of standing, which as previously noted has been waived in this proceeding.

C. Answer to Motion to Compel Response to Duquesne-NRG Set II, No. 13

Through its Question No. 13, Duquesne Light has asked whether NRG Midwest and its affiliates use the locational marginal price as the avoided cost to be paid in any contracts with qualifying facilities. If so, Duquesne Light further requests that any such facilities be identified, along with the applicable price, as well as copies of underlying power purchase agreements and any state or federal tariffs or orders approving the use of the locational marginal price for the avoided cost.

As stated above and in the NRG Objections, allowing discovery against NRG Energy, Inc. and affiliates of NRG Midwest who are neither parties to this proceeding or public utilities subject to the jurisdiction of the Commission would be generally inappropriate. Furthermore, NRG Midwest and its affiliates are not Commission-regulated electric public utilities. Laws and regulations imposing an obligation to purchase power from qualifying facilities at avoided cost do not apply to them. Thus, to the extent NRG Midwest and its affiliates do have contracts with qualifying facilities, these agreements bear no relevance to the question of what Duquesne Light should be paying its customer-generators under Rider No. 18.

The NRG Companies are compelled to reiterate that they have not asked the Commission to modify any power purchase agreements in this proceeding. NRG Midwest is not making a claim against Duquesne Light rooted in contract law, unjust enrichment or other equitable principals in which it must prove harm. As the NRG Companies have argued throughout its filings, Duquesne Light negotiated power purchase agreements with qualifying facilities that do not set a term or firm price for power but instead reference the Tariff and expressly anticipate the modification or termination of the Tariff. This was a choice presumably made for the parties' benefit and/or convenience. Duquesne Light cannot now foreclose an examination of Rider No. 18 or, in the alternative, turn the discovery process into a probing investigation of the private contracts of NRG Midwest and its affiliates because of the way Duquesne Light chose to draft its contracts for power over thirty years ago.

While the NRG Companies have propounded questions regarding the existence of power purchase agreements between Duquesne Light and qualifying facilities, in mentioning this fact, Duquesne Light fails to note a critical distinction. All of the NRG Companies' discovery requests related to any such agreements (1) with customer-owned generating facilities or (2) that otherwise index the price of power to Duquesne Light's Tariff. Both categories of questions are tied directly to the Tariff and Rider No. 18. By contrast, Duquesne Light is seeking information regarding contracts and other transactions that bear no relationship at all to its Tariff or Rider No. 18.

D. Answer to Motion to Compel Response to Duquesne-NRG Set II, No. 14

Through its Question No. 13, Duquesne Light is seeking copies of any power purchase agreements in which NRG Midwest or its affiliates have contracted for power or capacity from a qualifying facility. The NRG Companies reiterate their arguments set forth above. In short, the

subject of the NRG Companies' complaint is Tariff Rider No. 18 and whether it remains valid after over thirty years in light of a dramatically altered regulatory environment. A full inventory and accounting of all of the power purchase agreements with qualifying facilities held by NRG Midwest and its affiliates far exceeds anything that the NRG Companies have requested of Duquesne Light in the course of discovery and seems, at a minimum, calculated to discourage the NRG Companies' from continuing to press their concerns in this tariff investigation. If at all relevant (which the NRG Companies flatly deny), the request in any case is so overbroad and intrusive into the business affairs not only of NRG Midwest, but of its non-party affiliates, as to constitute an unreasonable annoyance, oppression, burden and expense.

The scope of what is relevant to Rider No. 18 is narrowly drawn to whether the current law in Pennsylvania supports Rider No. 18 and whether the current market realities in Pennsylvania's electric supply market support the \$0.06/kWh price. Accordingly, the information sought by Duquesne Light from NRG Midwest and its affiliates is patently irrelevant.

III. SPECIFIC RESPONSES TO NUMBERED PARAGRAPHS

1. Admitted in part, denied in part. It is admitted that Duquesne Light filed its Supplement No. 81 on August 2, 2013. Supplement No. 81 is a document that speaks for itself. Any interpretation, characterization or quotation thereof is denied. The statement that Duquesne Light's filing was made in compliance with the Commission's regulations is a conclusion of law to which a response is not required. To the extent a response is a required, the statement is denied.

2. Admitted. By way of further response, the scope of the Commission's investigation extends to the entirety to Duquesne Light's tariff.

3. Admitted.

4. Admitted.

5. Admitted in part, denied in part. It is admitted that NRG Midwest and NRG filed direct testimony on November 1, 2013. It is denied that the NRG Companies are requesting the Commission to modify any agreements.

6. Admitted.

7. Admitted.

8. Admitted. By way of further response, the letter submitted by the Office of Consumer Advocate (“OCA”) is not a filing permitted by the Commission’s rules and should not be given any substantive weight. OCA submitted its untimely letter in support of Duquesne Light without the benefit of documents and other information relevant to the NRG Companies’ challenge to Rider No. 18. Moreover, the NRG Companies’ challenge to Rider No. 18 does not impact the interests of OCA’s constituency – *i.e.*, residential consumers.

9. Admitted.

10. Admitted in part, denied in part. It is admitted that the NRG Companies served the NRG Objections on December 6, 2013. It is also admitted that Duquesne Light has objected to NRG Midwest’s participation in this proceeding. The remaining averments in Paragraph 10 are conclusions of law to which no response is required. To the extent a response is required, the averments are denied.

11. Admitted.

12. Admitted.

13. The NRG Objections speak for themselves. Any interpretation, characterization or quotation thereof is denied.

14. The factual averments in Paragraph 14 are denied. The remaining averments in Paragraph 14 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

15. NRG Midwest Statement No. 1 is a document that speaks for itself. Any interpretation, characterization or quotation thereof is denied. The remaining averments in Paragraph 15 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

16. NRG Midwest Statement No. 1 is a document that speaks for itself. Any interpretation, characterization or quotation thereof is denied. The remaining averments in Paragraph 16 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

17. NRG Midwest Statement No. 1 is a document that speaks for itself. Any interpretation, characterization or quotation thereof is denied. The remaining averments in Paragraph 17 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

18. The NRG Objections speak for themselves. Any interpretation, characterization or quotation thereof is denied.

19. Admitted in part, denied in part. The NRG Companies stated that “much” of the information sought is publicly available. It is the information regarding operating costs and revenues that is not publicly available. The NRG Objections speak for themselves. Any interpretation, characterization or quotation thereof is denied. The remaining averments in Paragraph 19 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

20. Admitted.

21. The NRG Objections speak for themselves. Any interpretation, characterization or quotation thereof is denied.

22. NRG Midwest Statement No. 1 is a document that speaks for itself. Any interpretation, characterization or quotation thereof is denied. The remaining averment in Paragraph 22 consists of legal conclusions to which no response is required. To the extent a response is required, the averment is denied.

23. Admitted.

24. The NRG Objections speak for themselves. Any interpretation, characterization or quotation thereof is denied.

25. NRG Midwest Statement No. 1 is a document that speaks for itself. Any interpretation, characterization or quotation thereof is denied. The remaining averments in Paragraph 25 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

26. The averments in Paragraph 26 consist of conclusions of law to which no response is required. To the extent a response is required, the averments are denied.

27. The discovery requests propounded by the NRG Companies on Duquesne Light speak for themselves. Any interpretation, characterization or quotation thereof is denied.

28. The discovery requests propounded by the NRG Companies on Duquesne Light speak for themselves. Any interpretation, characterization or quotation thereof is denied. The remaining averment in Paragraph 28 consists of legal conclusions to which no response is required. To the extent a response is required, the averment is denied.

29. Admitted.

30. The NRG Objections speak for themselves. Any interpretation, characterization or quotation thereof is denied.

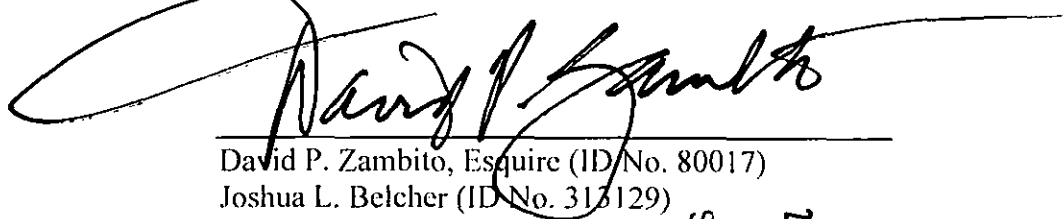
31. NRG Midwest Statement No. 1 and the filings of the NRG Companies in this proceeding are documents that speak for themselves. Any interpretation, characterization or quotation thereof is denied. The remaining averments in Paragraph 31 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

32. The discovery requests propounded by the NRG Companies on Duquesne Light speak for themselves. Any interpretation, characterization or quotation thereof is denied. The remaining averments in Paragraph 31 consist of legal conclusions to which no response is required. To the extent a response is required, the averments are denied.

WHEREFORE, for the foregoing reasons, the NRG Objections should be sustained and Duquesne Light's Motion to Compel should be denied in its entirety.

Respectfully submitted,

COZEN O'CONNOR



David P. Zambito, Esquire (ID No. 80017)

Joshua L. Belcher (ID No. 315129)

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NRG Energy Center Pittsburgh LLC, and
Reliant Energy Northeast LLC*

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DATED: December 12, 2013

APPENDIX A

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Pennsylvania Public Utility Commission

v.

Duquesne Light Company
Docket No. R-2013-2372129

Interrogatories of
NRG Companies
Set I

Witness: William V. Pfrommer

NRG – I - 9

With respect to Rider No. 18:

- a. What is its purpose and history?
- b. How many times have you revised it since it was first introduced?
- c. How many times have you reconsidered the price paid for electric energy?

Response:

- a. Response: Duquesne Light Company objects to the question as not being relevant to this proceeding as further set forth in the Preliminary Objections of Duquesne Light Company to the Complaint of NRG Power Midwest LP that were filed in Docket No. R-2013-2372129. Without waiver of any arguments set forth in the Preliminary Objections, and without waiving any objection to the relevancy or admissibility of the information requested by this question, Duquesne Light Company provides the following response in lieu of a formal objection. The purpose of this rider is described in the third paragraph of the attached letter dated August 5, 1981 which was part of the Company's initial filing. A copy of that letter is attached hereto.
- b. Duquesne Light Company objects to the question as not being relevant to this proceeding as further set forth in the Preliminary Objections of Duquesne Light Company to the Complaint of NRG Power Midwest LP that were filed in Docket No. R-2013-2372129. Without waiver of any arguments set forth in the Preliminary Objections, and without waiving any objection to the relevancy or admissibility of the information requested by this question, Duquesne Light Company provides the following response in lieu of a formal objection. Rider 18 has been revised three times.
- c. Duquesne Light Company objects to the question as not being relevant to this proceeding as further set forth in the Preliminary Objections of Duquesne Light Company to the Complaint of NRG Power Midwest LP that were filed in Docket No. R-2013-2372129. Without waiver of any arguments set forth in the Preliminary Objections, and without waiving any objection to the relevancy or admissibility of the information requested by this question, Duquesne Light Company provides the following response in lieu of a formal objection. Duquesne Light Company has not recently reconsidered the price paid for electric energy under Rider No. 18, and is unaware, at this time, of any prior reconsideration.

NRG Set I-9
Page 1 of 1

Appendix A

Duquesne Light Company
435 Sixth Avenue
Pittsburgh, Pennsylvania
15219

JOHN M. ARTHUR
Chairman of the Board and
Chief Executive Officer

August 5, 1981

Mr. William P. Thierfelder, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, Pennsylvania 17120

Dear Mr. Thierfelder:

Enclosed are eight (8) copies of Supplement No. 54 to Duquesne Light Company Tariff- PA. P.U.C. No. 14 bearing an issue date of August 10, 1981, and to become effective on October 9, 1981. Supplement No. 54 is filed pursuant to the Public Utility Code and tariff regulations of the Commission.

Supplement No. 54 proposes to add Rider No. 18 - Rate for Purchase of Electric Energy from Customer-Owned Renewable Resource Generating Facilities to Duquesne Light's Tariff and, as the title of the Rider indicates, provides for purchasing electricity from qualifying customer-owned generating facilities utilizing small-scale hydro-electric facilities of 5 megawatts or less, biomass, waste, solar or wind as the energy source. The electricity would be purchased at a rate which initially exceeds the so-called PURPA "avoided cost".

Rider No. 18 provides for the purchase of electricity from customer-owned generating facilities located in the Company's service area that qualify as small power production facilities under 18 CFR Part 292. When the Commission issues its final regulations covering "Electric Utilities Purchases from and Sales to Qualifying Facilities" at Docket No. L-810060, Duquesne Light will revise Rider No. 18 to refer to the description of the qualifying facilities contained in those PUC regulations. The electricity from such facilities would be purchased at a rate of six (6) cents per kilowatt-hour or at a rate based on avoided incremental operating and capacity costs when those costs exceed six (6) cents per kilowatt-hour. The Rider describes the technical requirements or conditions for the purchase of such electricity. Included are the requirements that the customer install at the customer's expense the interconnection equipment which must be approved by Duquesne Light and that the customer be responsible for operating and maintaining the facility.

In support of Rider No. 18, Duquesne Light's experience to date with a few facilities which would utilize renewable resources indicates that the Company's avoided cost as defined by PURPA varies from 2.68¢/Kwhr. to 5.49¢/Kwhr. for the years 1982 through 1990 and are not high enough, on the average, to encourage the development of generating facilities utilizing renewable energy resources. Without some incentive, it is not likely that such renewable resource facilities would be built in the foreseeable future.

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Mr. Thierfelder
Page 2
August 5, 1981

Duquesne Light believes that renewable resources should be used to the maximum possible extent in order to conserve non-renewable resources. While Duquesne Light cannot accurately estimate the potential for the generation of electricity by renewable resources, whatever amount is produced will reduce the need for generation from other sources. The availability of this Rider will assist in enabling the Company to refine its estimates of the contribution which renewable resources will make in the generation of electricity, including the stability and reliability of such sources.

The Rider will also provide the opportunity for Duquesne Light to more effectively and persuasively encourage potential developers of facilities utilizing renewable resources to take timely action by demonstrating that Duquesne Light and its customers are willing to encourage such efforts and provide a reasonably priced market for the output of such facilities.

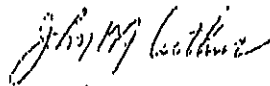
An estimate of the potential for renewable resource development in Duquesne Light's service area by the year 1990 is between 60,000,000 Kwhrs. and 250,000,000 Kwhrs. These estimates are based on the Company's knowledge of the potential of the likely hydroelectric sites of 5 megawatts size or less and solid waste disposal facilities and estimates of the probable development of wind and biomass installations. Solar generation is probably not an economically viable option until after the year 2,000. It is emphasized that these are rough estimates.

The Rider proposes that the payments for the electric energy from facilities using renewable resources be included in the Company's energy cost rate calculations. The potential cost to Duquesne Light's customers will, of course, depend upon the magnitude of development of facilities using renewable resources as well as on the cost of alternate generation. It is estimated that over the nine-year period 1982 through 1990, the incremental additional cost of the electric power from the facilities using renewable resources would add approximately \$7 million to \$25 million to the energy cost rate.

Duquesne Light respectfully requests favorable Commission action on the filing of this Rider.

Please return a date-stamped copy of this letter in the enclosed self-addressed, stamped envelope.

Yours truly,



Enclosure

Messrs. S. G. Schaffer	(w/enc.)	G. I. Rifendifer	(w/enc.)
C. M. Atkinson	"	E. J. Woolever	"
J. J. Carey	"	W. T. Wardzinski	"
C. N. Dunn	"	G. E. Thomas (2)	"
W. F. Gilfillan, Jr.	"	D. G. Dudt	(w/o enc.)

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APPENDIX B

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Pennsylvania Public Utility Commission

v.

Duquesne Light Company
Docket No. R-2013-2372129

Interrogatories of
NRG Companies
Set I

Witness: William V. Pfrommer

NRG – I - 2

Please identify any agreements under which you (including without limitation an agent acting on your behalf) purchase electric energy from customer-owned generating facilities.

Response: Duquesne Light Company objects to the question as not being relevant to this proceeding as further set forth in the Preliminary Objections of Duquesne Light Company to the Complaint of NRG Power Midwest L.P. that were filed in Docket No. R-2013-2372129. Without waiver of any arguments set forth in the Preliminary Objections, and without waiving any objection to the relevancy or admissibility of the information requested by this question, Duquesne Light Company provides the following response in lieu of a formal objection. The Company has two agreements where it, or an agent acting on its behalf, purchases electric energy from customer-owned generating facilities, which are (i) Beaver Valley Power Company and (ii) Beaver Falls Municipal Authority. Duquesne Light Company notes that these agreements are already available to the requesting party.

NRG Set I-2
Page 1 of 1

CERTIFICATE OF SERVICE
Docket Nos. R-2013-2372129 et al.

I hereby certify that I have this day served a true copy of the foregoing Answer of the NRG Companies to Motion to Compel of Duquesne Light Company upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

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