



Emily M. Farah
Counsel, Regulatory

411 Seventh Avenue
Mail drop 15-7
Pittsburgh, PA 15219

Tel: 412-393-6431
efarah@duqlight.com

January 6, 2020

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

**Re: Affiliated Interest Agreement between Duquesne Light Company and Its Affiliates
Docket No. G-2018-3002809**

Dear Secretary Chiavetta,

Enclosed please find a copy of Duquesne Light Company's responses to the Data Requests of the Bureau of Technical Utility Services, Set 3, Nos.1 through 3. Please feel free to contact me with any questions, comments, or concerns.

Respectfully Submitted,



Emily M. Farah
Counsel, Regulatory

Enclosures

cc: Jeff McCracken (with enclosures, via email - jmccracken@pa.gov)

**Bureau of Technical Utility Services
Data Request Set 3 to Duquesne Light Company, LLC**

Docket No. G-2018-3002809

WITNESSES: Jaime Bachota & Emily Farah

1. Reference Updated Appendix B, Organizational Chart – Please provide a list of all new affiliates being added to this AIA

Response:

Below is a chart comparing the affiliates listed in the 2004 Administrative Services Agreement with the subsidiaries listed on the 2018 Administrative Services Agreement currently pending before the Pennsylvania Public Utility Commission (“Commission”). The entities highlighted in red have been added to the 2018 Agreement. By way of further response, Duquesne Light Company (“DLC”) provides the below information:

Duquesne Light records show that the original Administrative Services Agreement was made on October 30, 1989 between DQE and DLC, enclosed as **Exhibit A**. The 1989 Agreement was not a reciprocal agreement, and allowed DLC to provide DQE with certain administrative services. On February 6, 1996, requested Commission approval to amend its Administrative Services Agreement to allow DLC and DQE to provide shared services to each other, enclosed as **Exhibit B**. On May 9, 1996, the Commission approved the amendment, enclosed as **Exhibit C**.

Upon information and belief, several supplements to the Administrative Services Agreement were executed in response to a Commission Management Audit in 1998. The 1998 supplements, enclosed as **Exhibit D**, added subsidiaries to the Administrative Services Agreement, including: Duquesne Enterprises, Inc., DQE Energy Services, Inc., DQEnergy Partners, Inc., Montauk, Inc., DQE Communications, Inc., Duquesne Energy, Inc., On Demand Energy, Inc., Property Ventures, Inc., Allegheny Development Corporation, DQE Power International, Inc., and Aquasource, Inc.

In 2002, more subsidiaries were added to the Administrative Services Agreement. The 2002 supplements, enclosed as **Exhibit E**, added four more subsidiaries to the Administrative Services Agreement, including: Datacom Information Systems, LLC, ValuSource Energy Services, LLC, Oakridge Resources, Inc., and DQE Capital Corporation.

In 2004, Duquesne Light Company submitted the Amended and Restated Administrative Services Agreement, enclosed as **Exhibit F**. Upon information and belief, the Company’s copy of the 2004 Administrative Services Agreement is missing one or more signature pages that includes various subsidiaries, including DQE Communications, Inc., as a signatory to the Agreement.

DH Canada Holdings, LLC, Mariner Investment Strategies, LLC, and Duquesne Broadband, LLC were excluded from the 2004 Agreement because those entities were not formed until after

**Bureau of Technical Utility Services
Data Request Set 3 to Duquesne Light Company, LLC**

Docket No. G-2018-3002809

the execution of the 2004 Agreement. DQE Financial LLC, Duquesne Fiber Company, LLC, DQE Systems, LLC were all formed prior to 2004, but the signature pages cannot be located or were intentionally omitted due to inactivity.

Upon further review, the pending 2018 Administrative Services Agreement incorrectly refers to DLC as a corporation and Appendix B erroneously contains DES Corporate Services, Inc. twice. Attached as **Exhibit G** is a redlined version of the pending 2018 Agreement that corrects DLC's entity classification and Appendix B.

2004 Administrative Services Agreement Affiliates	2018 Administrative Services Agreement Affiliates
Duquesne Light Holdings, Inc.	DQE Holdings, LLC
Duquesne Light Company	Duquesne Light Holdings, Inc.
Aquasource, Inc.	Duquesne Energy Solutions, LLC
Cherrington Insurance, Ltd.	DES Corporate Services, Inc.
DQE Capital Corporation	DQE Synfuels, LLC
DQE Energy Services	DQE Synfuels, LP
DES Corporate Services, Inc.	DH Canada Holdings, LLC (formed in 2006)
DES Operating Services, Inc.	DH Canada Corporation (formed in 1998, but likely mischaracterized as DH Canada, Inc. in the 2004 Agreement).
DH Energy, LP	DQE Enterprises, Inc. (formed in 1986, but likely inactive in 2004)
DQE Synfuels, LP	DQE Capital Corporation
Defiance Energy LLC	DQE Financial LLC (formed in 1990, f/k/a Montauk, Inc., which was added to the Agreement by signing a supplement in 1998).
Lordstown Energy, LLC	Mariner Investment Strategies, LLC (formed in 2005)
DES Synfuel Operating Services, Inc.	Duquesne Fiber Company (signature page likely inadvertently omitted, as the entity was formed in 1995 as Duquesne Fiber Company, and name changed in 2008)
DH Energy, LLC	DQE Systems, LLC (formed in 1996, but likely inactive in 2004)
DQE Synfuels LLC	Duquesne Broadband, LLC (formed in 2005)
DH Canada, Inc.	DQE Communications, LLC
MT Detroit, Inc.	North Shore Affordable Housing, LLC
Monmouth Energy, Inc.	Montauk Synfuels, LLC
M T Energy, Inc.	Duquesne Power, LLC
DQE Systems Acquisition Co.	Duquesne Light Company
DQE Energy Limited	Monongahela Light & Power Company
Monticello Corporation	Datacom Information Systems, LLC
DQE Energy Two Limited	Aquasource, LLC

**Bureau of Technical Utility Services
Data Request Set 3 to Duquesne Light Company, LLC**

Docket No. G-2018-3002809

Duquesne Capital, L.P.	Duquesne Light Energy, LLC
Duquesne Financial, L.P	Duquesne Generation, LLC
DQU II Funding Corporation	Duquesne Conemaugh, LLC
Duquesne Financial, LLC	Duquesne Keystone, LLC
Duquesne Power, Inc.	DH Energy, LP
Duquesne Power, L.P.	The Efficiency Network, Inc. (purchased in 2019)
Monongahela Light and Power Company	TEN Connected Solutions, Inc. (purchased in 2019)
Duquesne Light Energy, LLC	BrightR, Inc. (purchased in 2019)

Exhibit A

ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT made as of this 30th day of October, 1989, between DQE, a Pennsylvania corporation, and Duquesne Light Company ("Duquesne"), a Pennsylvania corporation.

WITNESSETH:

WHEREAS, Duquesne is a public utility providing electric service subject to regulation by the Pennsylvania Public Utility Commission ("Commission") and is a wholly owned subsidiary of DQE; and

WHEREAS, DQE, under its articles, has unlimited power to engage in any lawful act concerning any lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law and was formed for the purpose of engaging in energy-related diversification opportunities which could arise from time to time in the marketplace; and

WHEREAS, Duquesne has personnel qualified to provide the administrative services specified in this Agreement to DQE and any of its subsidiaries which elect to participate in and be bound by the terms of this Agreement, and is willing to provide such administrative services upon request of DQE or any of its subsidiaries under the terms and conditions set forth herein; and

WHEREAS, under the affiliated interest provisions of the Pennsylvania Public Utility Code ("Code") DQE and its subsidiaries are affiliated interests of Duquesne and any agreement between DQE and Duquesne for the provision of administrative services must be filed with and approved by the Commission;

NOW THEREFORE, in consideration of the premises and of the mutual covenants of this Agreement and for other valuable consideration, received and acknowledged, and intending to be legally bound hereby, DQE and Duquesne agree as follows:

1. Duquesne agrees to provide such administrative services as may from time to time be requested by DQE or any of its subsidiaries, including management, supervisory, accounting, marketing, shareholder relations, general administrative, insurance, claims, legal, engineering, materials management and any and all other similar services. It is understood between the parties that Duquesne will provide such services on an "as available" basis so that none of Duquesne's obligations under this Agreement will interfere with its obligation under the Code to provide electric service to the public.

2. DQE and its subsidiaries shall pay to Duquesne, for the administrative services provided by Duquesne pursuant to Section 1, the actual cost to Duquesne of providing such services.

In this regard, Duquesne shall provide monthly to DQE or the applicable subsidiary an invoice and written documentation of the cost to Duquesne of providing the services pursuant to Section 1; the invoice shall be due and payable within 30 days after its receipt. When it is not reasonably possible or practical to determine actual costs, Duquesne may substitute allocation factors for actual costs.

All such costs incurred by Duquesne on behalf of DQE or its subsidiaries shall become the liability of DQE or any such subsidiary when incurred by Duquesne, shall be determined in accordance with generally accepted accounting principles and shall include reasonable and appropriate indirect costs including overheads, as set forth on Attachment 1 to this Agreement.

All services, materials, equipment and supplies purchased by Duquesne at the request of DQE or its subsidiaries shall be purchased by Duquesne on behalf of and as agent for DQE or its subsidiaries. In that regard, DQE and its subsidiaries hereby appoint Duquesne as their agent, and Duquesne agrees as their agent to negotiate, execute and enforce contracts (including purchase order contracts) providing for the purchase of services, materials, equipment and supplies. Each such contract shall be made in the name of DQE or the applicable subsidiary and shall, among other things, provide that Duquesne shall be agent for DQE or

such subsidiary concerning the administration of the contract and that performance of the contract shall be for the account of, title to all property acquired thereunder shall vest in, and charges therefor shall be paid by DQE or such subsidiary.

3. Any subsidiary of DQE may elect to participate in this Agreement by executing the necessary documents indicating such subsidiary's willingness to be bound by the terms of this Agreement.

4. The duties, obligations and liabilities of DQE, its subsidiaries and Duquesne under this Agreement are intended to be several and not joint or collective, and nothing in this Agreement shall ever be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership duty, obligation or liability on or with regard to any of the parties. Each party shall be individually responsible for its own obligations as herein provided. No party shall be under the control of or shall be deemed to control the other party solely by virtue of this Agreement. No party shall have a right or power to bind another party without its express written consent, except as expressly provided in this Agreement.

5. Any party shall have the right at any time to terminate this Agreement upon ninety (90) days' written notice of its election to do so.

6. This Agreement is subject to the approval of the Pennsylvania Public Utility Commission, and shall be immediately effective upon receipt of such approval.

ATTEST:

W. S. Eisner
Assistant Secretary

DQE

By: James P. Marshall

ATTEST:

W. S. Eisner
SECRETARY

DUQUESNE LIGHT COMPANY

By: Arthur H. Lane

GFH/jee:001

Attachment 1 to
Administrative Services Agreement

Cost of Administrative Services

DQE and its subsidiaries shall pay Duquesne the fully-loaded cost of the administrative services provided by Duquesne. The cost of these administrative services will be allocated using a three-step process:

The first step consists of directly assigning all costs which can be identified specifically with an activity to that activity. For example, direct labor costs of employees in utility departments which provide identifiable services to DQE or any of its subsidiaries will be directly charged to the nonutility operation based on the employees' wage rates, including all labor loadings.

The second step involves allocating indirect costs of corporate functions which benefit more than one activity but are not separately identifiable. Indirect costs which are functionally related will be allocated based on causal or beneficiary relationships. For example, the cost of payroll services will be allocated based on number of employees.

The third step consists of allocating remaining indirect costs by a formula representing the overall activity of each affiliate.

Exhibit B

2282K



Legal Unit
411 Seventh Avenue
P.O. Box 1930
Pittsburgh, Pennsylvania 15230-1930
Phone: (412) 393-6000
Fax: (412) 393-6645

LARRY R. CRAYNE
Assistant General Counsel

Writer's DIRECT DIAL Number:

(412) 393-6049

February 6, 1996

CERTIFICATE OF MAILING

Mr. John G. Alford, Secretary
Pennsylvania Public Utility Commission
New Filing Section, Room B-18
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265

Re: Agreement between Duquesne Light Company
and DQE, Inc., an affiliated interest

Dear Secretary Alford:

Enclosed for filing with the Pennsylvania Public Utility Commission ("Commission") pursuant to § 2102 of the *Public Utility Code*, 66 Pa.C.S. § 2102 (relating to approval of contracts with affiliated interests), are three (3) copies of an agreement in the form of Amendment No. 1 to Administrative Services Agreement ("Amendment") between Duquesne Light Company ("Duquesne") and DQE, Inc. ("DQE"), an affiliated interest. The Amendment amends an Administrative Services Agreement approved by the Commission on November 30, 1989 at Docket No. G-00890176 ("Agreement"). Section 2102 requires, among other things, that a public utility file with the Commission "a verified copy of any such contract or arrangement" between a public utility and an affiliated interest.

Duquesne is a public utility subject to the Commission's jurisdiction and a wholly-owned subsidiary of DQE, a Pennsylvania corporation. DQE is, therefore, an "affiliate" of Duquesne as that term is defined in § 2101(a)(1) of the *Public Utility Code*, 66 Pa.C.S. § 2101(a)(1) (relating to definition of affiliated interest).

Background/Need for Amendment

On October 30, 1989, Duquesne and DQE entered into the Agreement whereby Duquesne would provide from time to time, administrative services to DQE and DQE would in turn pay Duquesne its actual (fully-loaded) cost of providing such services. On October 31,

1989, the Agreement was filed with the Commission at G-00890176 and was approved by the Commission in an Order entered November 30, 1989.

The parties to the Agreement believe that it would be desirable to make the terms of the Agreement reciprocal to permit any party to provide administrative services to another party to the Agreement, under the terms and conditions set forth in the Agreement. The transaction contemplated by the Amendment is reasonable and consistent with the public interest.

Terms and Conditions of Agreement *as Amended*

Some of the more significant terms and conditions of the Agreement *as amended* are described below:

- The administrative services to be provided include management, supervisory, financial, accounting, marketing, shareholder and investor relations, general administrative, insurance, claims, legal, engineering, materials management and other similar services. The scope of the services provided under the Agreement as amended is substantially identical to the scope of the services provided under the Agreement.
- All services are to be provided on an "as available basis" to assure that Duquesne's provision of services under the Agreement as amended will not interfere with its obligations to provide service to its ratepayers. This is identical to what was provided for in the Agreement.
- The party receiving services under the Agreement as amended will pay to the party providing services the actual (fully-loaded) cost of providing such services. This pricing mechanism is identical to the pricing mechanism provided for in the Agreement.
- The providing party will bill the receiving party on a monthly basis for the services it provides under this Agreement as amended. This billing standard is identical to the one provided for in the Agreement.
- Any services, materials, equipment or supplies purchased by the providing party for the receiving party will be purchased by the providing party as agent for the receiving party. Any contract entered into will be in the name of the receiving party. Again, there is no change from the Agreement.

While Duquesne recognizes that this Agreement cannot be effective until thirty days after filing with the Commission or until approval by the Commission, Duquesne requests that the Commission allow the Amendment to be effective retroactively as of January 1, 1996.

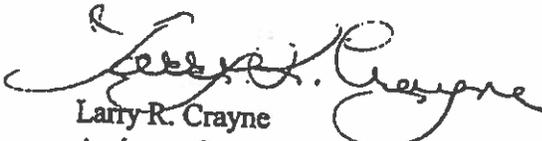
Mr. John G. Alford, Secretary
February 6, 1996
Page 3

Enclosed is a duplicate copy of this letter which I ask be date stamped when received by your office and returned to me in the enclosed, self-addressed stamped envelope.

Please direct correspondence concerning this matter to me at the above address. Contact me if you have any questions.

Thank you for your attention to this matter.

Very truly yours,


Larry R. Crayne
Assistant General Counsel

LRC/njp:007C

Enclosures

cc: Cheryl Walker Davis (w/enclosure)
Robert Bennett (w/enclosure)

Mr. John G. Alford, Secretary
February 6, 1996
Page 4

bcc: Donald J. Clayton (w/enclosure)
Frank M. Nadolny (w/enclosure)
Steven J. Del Cotto (w/o enclosure) 2-7-96
Linda S. Ackerman (w/enclosure)

Two Copies to: NJDK

Exhibit C

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA. 17105-3265

Public Meeting held May 9, 1996

Commissioners Present:

John M. Quain, Chairman
Lisa Crutchfield, Vice Chairman
John Hanger
David W. Rolka
Robert K. Bloom

Affiliated Interest Agreement Between
Duquesne Light Company and DQE, Inc.

G-00960472

OPINION AND ORDER

BY THE COMMISSION:

On February 6, 1996, Duquesne Light Company ("Duquesne") filed an Affiliated Interest Agreement with DQE, Inc. ("DQE"). On February 22, 1996, the Commission extended the period for consideration for this agreement to May 10, 1996. This agreement amends an affiliated interest agreement approved by the Commission on November 30, 1989 at G-00890176 ("Agreement"). The amendment makes the terms of the Agreement reciprocal to permit any party to provide administrative services to another party to the Agreement.

This Agreement is filed in accordance with the requirements of Section 2102 (b) of the Public Utility Code, 66 Pa. C.S. §2102(b).

Duquesne is a wholly-owned subsidiary of DQE, a Pennsylvania corporation. DQE is, therefore, an affiliate of Duquesne.

On November 30, 1989, the Commission approved a contract between Duquesne and DQE whereby Duquesne would provide from time

to time, administrative services to DQE and DQE would in turn pay Duquesne its actual (fully-loaded) cost of providing such services.

The Amendment, which is the subject of this filing, was entered into on January 1, 1996. The parties to the Agreement believe that it would be desirable to make the terms of the Agreement reciprocal to permit any party to provide administrative services to another party of the Agreement, under the terms and conditions set forth in the Agreement.

The Commission has examined the Agreement and has determined that it appears to be reasonable and consistent with the public interest; however, approval of the Agreement does not preclude the Commission from investigating during any formal proceeding, the reasonableness of any charges under the Agreement; **THEREFORE,**

IT IS ORDERED:

1. That the Affiliated Interest Agreement between Duquesne Light Company and DQE, Inc. be, and hereby is, approved.
2. That acceptance does not preclude the Commission from investigating during any formal proceeding the reasonableness of any charges under the Agreement.
3. That this Docket at G-00960472 be marked closed.

BY THE COMMISSION,


John G. Alford
Secretary

(SEAL)

ORDER ADOPTED: May 9, 1996

ORDER ENTERED: MAY - 9 1996

AMENDMENT NO. 1
TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT made as of this 1st day of January, 1996, between DQE, Inc., a Pennsylvania corporation ("DQE") and Duquesne Light Company, a Pennsylvania corporation ("Duquesne").

WITNESSETH:

WHEREAS, DQE and Duquesne, a wholly-owned subsidiary of DQE, entered into an Administrative Services Agreement dated as of October 30, 1989 (the "Agreement") under which Duquesne provides administrative services to DQE under the terms and conditions set forth in the Agreement; and

WHEREAS, the parties believe that it is desirable that the Agreement be amended to permit any party to provide administrative services to another party under the terms and conditions set forth in the Agreement, as amended.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants contained in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Section 1 of the Agreement is hereby deleted in its entirety and the following substituted therefor:

"The parties agree to provide each other such administrative services as may from time to time be requested by another party including management, supervisory, financial, accounting, marketing, shareholder and investor relations, general

administrative, insurance, claims, legal, engineering, materials management and any other similar services. It is understood, however, that the administrative services will be provided on an "as available" basis so that, among other things, none of Duquesne's obligations under the Agreement will interfere with its obligation under the Pennsylvania Public Utility Code to provide electric service to the public."

2. Section 2 of the Agreement is hereby deleted in its entirety and the following substituted therefor:

"A party receiving administrative services under this Agreement ("Receiving Party") agrees to pay the party providing such services ("Providing Party") the actual cost of providing the services. In this regard, the Providing Party shall deliver monthly to the Receiving Party an invoice and written documentation of the cost of providing the services under this Agreement and the invoice shall be due and payable within thirty days after its receipt. When it is not reasonably possible or practical to determine actual costs, the Providing Party may substitute allocation factors for actual costs.

All such costs incurred by a Providing Party on behalf of a Receiving Party shall become the liability of the Receiving Party when incurred by the Providing Party, shall be determined in accordance with generally accepted accounting principles and shall

include reasonable and appropriate indirect costs including overheads, as set forth on Attachment 1 to this Agreement.

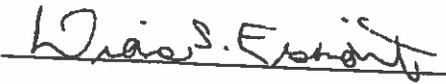
All services, materials, equipment and supplies purchased by a Providing Party at the request of a Receiving Party shall be purchased by the Providing Party on behalf of and as agent for the Receiving Party. In that regard, the Receiving Party hereby appoints the Providing Party as its agent, and the Providing Party agrees as its agent to negotiate, execute and enforce contracts (including purchase order contracts) providing for the purchase of services, materials, equipment and supplies. Each such contract shall be made in the name of the Receiving Party and shall, among other things, provide that the Providing Party shall be the agent for the Receiving Party concerning the administration of the contract and that performance of the contract shall be for the account of, title to all property acquired thereunder shall vest in, and charges therefor shall be paid by the Receiving Party.”

3. Attachment 1 to the Agreement is hereby deleted in its entirety and the Attachment 1 to this Amendment is substituted therefor.

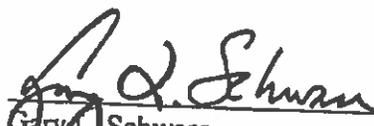
4. Except as explicitly set forth above, all of the provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

ATTEST:


DIANE S. EISMONT SECRETARY

DQE, INC.


Gary L. Schwass
Executive Vice President, Chief Financial Officer
and Treasurer

ATTEST:


ASSISTANT SECRETARY

DUQUESNE LIGHT COMPANY


Victor A. Roque
Vice President and General Counsel

SJD/chc:lmv:ajp:007CX

Attachment 1 to Amendment No. 1 to Administrative Services Agreement

Cost of Administrative Services

The Receiving Party shall pay to the Providing Party the fully-loaded cost of the administrative services provided by the Providing Party. The cost of these administrative services will be allocated using a three-step process:

The first step consists of directly assigning all costs which can be identified specifically with an activity to that activity. For example, direct labor costs of employees in the Providing Party's departments which provide identifiable services to the Receiving Party will be directly charged to the Receiving Party's operation based on the employees' wage rates, including all labor loadings.

The second step involves allocating indirect costs of corporate functions which benefit more than one activity but are not separately identifiable. Indirect costs which are functionally related will be allocated based on causal or beneficiary relationships. For example, the cost of payroll services will be allocated based on number of employees.

The third step consists of allocating remaining indirect costs by a formula representing the overall activity of each affiliate.

Exhibit D

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and Duquesne Enterprises, Inc., a Pennsylvania corporation ("Duquesne Enterprises").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, Duquesne Enterprises, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

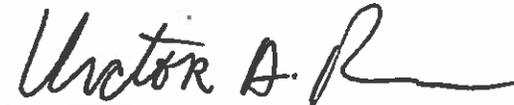
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. Duquesne Enterprises agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

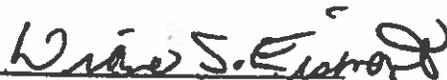
DUQUESNE LIGHT COMPANY

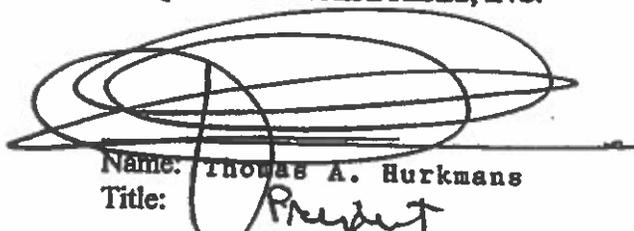

ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

DUQUESNE ENTERPRISES, INC.


SECRETARY


Name: Thomas A. Hurkmans
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and DQE Energy Services, Inc., a Pennsylvania corporation ("DQE Energy Services").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, DQE Energy Services, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

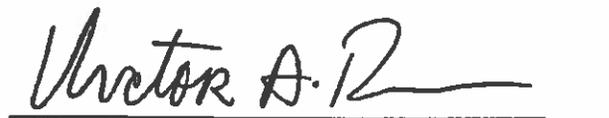
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. DQE Energy Services agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

DQE ENERGY SERVICES, INC.


SECRETARY


Name: Alexis Tsagouris
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and DQEnergy Partners, Inc., a Pennsylvania corporation ("DQEnergy Partners").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, DQEnergy Partners, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

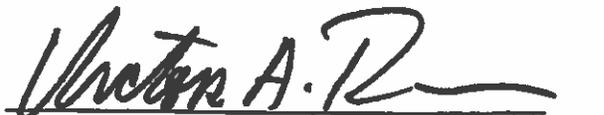
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. DQEnergy Partners agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY

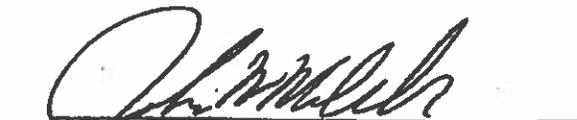

ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

DQENERGY PARTNERS, INC.


SECRETARY


Name: John W. Welch
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and Montauk, Inc., a Pennsylvania corporation ("Montauk").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, Montauk, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

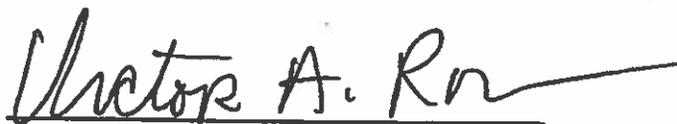
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. Montauk agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

MONTAUK, INC.


SECRETARY


Name: James D. Mitchell
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and DQE Communications, Inc., a Pennsylvania corporation ("DQE Communications").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, DQE Communications, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

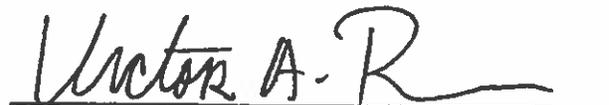
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. DQE Communications agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

DQE COMMUNICATIONS, INC.


SECRETARY


Name: James D. Mitchell
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and Duquesne Energy, Inc., a Pennsylvania corporation ("Duquesne Energy").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, Duquesne Energy, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

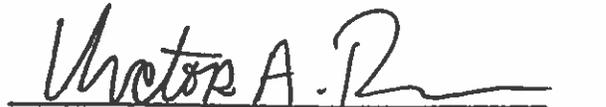
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. Duquesne Energy agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

DUQUESNE ENERGY, INC.


SECRETARY


Name: Richard M. Licetti
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and On Demand Energy, Inc., a Pennsylvania corporation ("On Demand Energy").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, On Demand Energy, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Administrative services will be provided in accordance with the terms of the Agreement.
2. On Demand Energy agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

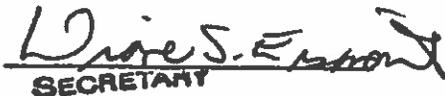

ASSISTANT SECRETARY

DUQUESNE LIGHT COMPANY

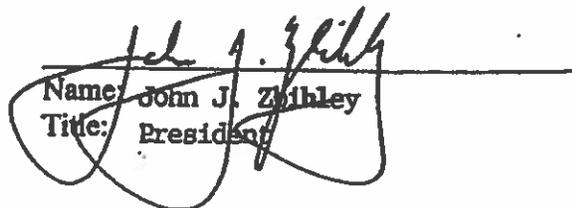


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:


SECRETARY

ON DEMAND ENERGY, INC.


Name: John J. Zibley
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 24th day of June, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and Property Ventures, Inc., a Pennsylvania corporation ("Property Ventures").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, Property Ventures, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

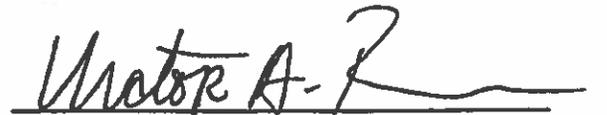
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. Property Ventures agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

PROPERTY VENTURES, INC.


SECRETARY


Name: H. Donald Moring
Title: President - Property Ventures LTD.

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 9th day of July, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and Allegheny Development Corporation, a Pennsylvania corporation ("ADC").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, ADC, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

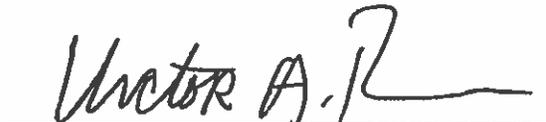
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. ADC agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY



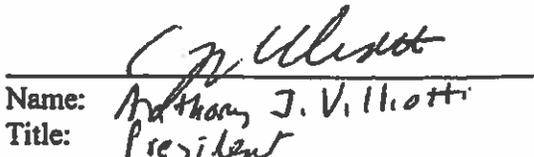
Name: Victor A. Roque

Title: Vice President and General Counsel

Attest:

ALLEGHENY DEVELOPMENT
CORPORATION


SECRETARY


Name: Anthony J. Villioffi
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 9th day of July, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and DQE Power International, Inc., a Pennsylvania corporation ("DQE Power International").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, DQE Power International, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

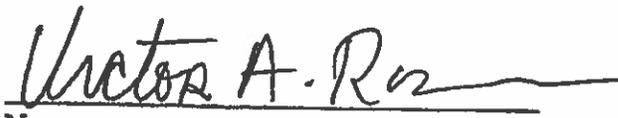
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. DQE Power International agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY


Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

DQE POWER INTERNATIONAL, INC.


Secretary


Name: Alexis Tsagaris
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 16th day of July, 1998 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and AquaSource, Inc., a Pennsylvania corporation ("AquaSource").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, AquaSource, a subsidiary of DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

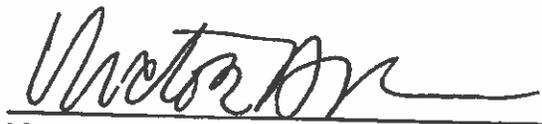
1. Administrative services will be provided in accordance with the terms of the Agreement.
2. AquaSource agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

DUQUESNE LIGHT COMPANY


ASSISTANT SECRETARY



Name: Victor A. Roque
Title: Vice President and General Counsel

Attest:

AQUASOURCE, INC.


SECRETARY


Name: Donald J. Clayton
Title: Acting President

Exhibit E

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 20th day of February, 2002 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and DataCom Information Systems, LLC ("DataCom").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, DataCom, a subsidiary of Duquesne and DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Administrative services will be provided in accordance with the terms of the Agreement.
2. DataCom agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

Maurice H. Hoge

DUQUESNE LIGHT COMPANY

Victor A. Rogne

Name:

Title:

Attest:

Maurice H. Hoge

DATA COM INFORMATION SYSTEMS, LLC

[Signature]

Name:

Title:

President & Treasurer

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 27th day of FEBRUARY, 2002 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and ValuSource Energy Services, LLC ("ValuSource").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, ValuSource, a subsidiary of Duquesne and DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Administrative services will be provided in accordance with the terms of the Agreement.
2. ValuSource agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

Alawen Dawson

DUQUESNE LIGHT COMPANY

Frosina C. Cardisco
Name: Frosina C. Cardisco
Title: V.P. & Treasurer

Attest:

Wang Yong

VALUSOURCE ENERGY SERVICES, LLC

John Gill
Name: John Gill
Title: President

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement ("this Supplement") made and effective as of this 4th day of March, 2002 between Duquesne Light Company, a Pennsylvania corporation ("Duquesne"), and Oakridge Resources, Inc. ("Oakridge").

WITNESSETH:

WHEREAS, DQE, Inc., and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989, as amended January 1, 1996 ("Agreement");

WHEREAS, the Agreement provides that, in addition to DQE, Inc., any of its subsidiaries may elect to participate in and be bound by the terms of the Agreement; and

WHEREAS, Oakridge, a subsidiary of Duquesne and DQE, Inc., has elected to participate in and be bound by the terms of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in the Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Administrative services will be provided in accordance with the terms of the Agreement.
2. Oakridge agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first above written.

Attest:

Maureen B. ...

DUQUESNE LIGHT COMPANY

Frosina Cordeiro

Name: *Frosina Cordeiro*
Title: *V.P. & Treasurer*

Attest:

Victor A. Rogue

OAKRIDGE RESOURCES, INC.

Victor A. Rogue

Name: *Victor A. Rogue*
Title: *President*

**SUPPLEMENT
TO THE
ADMINISTRATIVE SERVICES AGREEMENT**

This Supplement to the Administrative Services Agreement (*Supplement*) is made and effective as of this 30th day of August, 2002 between Duquesne Light Company, a Pennsylvania corporation (*Duquesne*), and DQE Capital Corporation, a _____ Delaware corporation (*DQE Capital*).

RECITALS

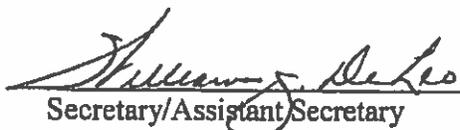
- A. DQE, Inc. and Duquesne, a wholly-owned subsidiary of DQE, Inc., entered into an Administrative Services Agreement dated October 30, 1989 (*Agreement*), pursuant to which, among other matters, Duquesne will provide certain administrative services more fully described in the Agreement (*Services*).
- B. The Agreement was amended on January 1, 1996.
- C. The Agreement provides that, any of the subsidiaries of DQE, Inc. may elect to participate in and be bound by the Agreement.
- D. DQE Capital, a subsidiary of DQE, Inc., has elected to participate in and be bound by the Agreement.
- E. Duquesne has agreed to provide the Services to DQE Capital on the terms and conditions set out in the Agreement.

In consideration of the mutual covenants and agreements of the parties, and intending to be legally bound hereby, the parties agree as follows:

- 1. Duquesne will provide the Services to DQE Capital on the terms and conditions set out in the Agreement.
- 2. DQE Capital shall be bound by the Agreement as if an original party to it.

To evidence their agreement to the foregoing, the parties have executed this Supplement as of the date first above written.

Attest:


Secretary/Assistant Secretary

DUQUESNE LIGHT COMPANY

By: 

Its: Vice President & Controller

Attest:


Secretary/Assistant Secretary

DQE CAPITAL CORPORATION

By: 

Its: President

Exhibit F

**AMENDED AND RESTATED
ADMINISTRATIVE SERVICES AGREEMENT**

THIS AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made as of July 19, 2004, by and among DUQUESNE LIGHT HOLDINGS, INC., a Pennsylvania corporation ("Parent"), DUQUESNE LIGHT COMPANY, a Pennsylvania corporation ("Duquesne"), and the affiliates of Parent and Duquesne named on the signatures pages hereto (each, an "Affiliate" and collectively, the "Affiliates").

WITNESSETH:

WHEREAS, Duquesne is a public utility providing electric service subject to regulation by the Pennsylvania Public Utility Commission (the "Commission");

WHEREAS, Parent, f/k/a DQE, Inc., pursuant to its articles of incorporation, has unlimited power to engage in any lawful act concerning any lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law and was formed for the purpose of engaging in energy-related diversification opportunities which could arise from time to time in the marketplace;

WHEREAS, Parent and Duquesne, a wholly-owned subsidiary of Parent, entered into that certain Administrative Services Agreement dated as October 30, 1989, as amended by Amendment No. 1 to Administrative Services Agreement dated as of January 1, 1996 (as amended, the "Original Agreement"), pursuant to which, inter alia, the parties agreed to provide and receive certain administrative services more fully described in the Original Agreement;

EXHIBIT C

WHEREAS, pursuant to written Supplements executed on various dates, certain of the Affiliates elected to participate in, and be bound by the terms of, the Original Agreement;

WHEREAS, the parties hereto wish to amend the Original Agreement in certain respects and to restate the Original Agreement, as so amended;

WHEREAS, those Affiliates who have not executed written Supplements now wish to participate in, and be bound by the terms of, the Original Agreement, as amended and restated herein, effective as of the Effective Date; and

WHEREAS, under the affiliated interest provisions of the Pennsylvania Public Utility Code (the "Code"), Parent and the Affiliates are affiliated interests of Duquesne, and any agreement between Duquesne, on the one hand, and Parent and/or any Affiliate, on the other hand, for the provision of administrative services must be filed with and approved by the Commission.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Administrative Services. Each party agrees to provide each other party hereto with such administrative services as may from time to time be requested by such other party, including management, supervisory, financial, accounting, marketing, shareholder and investor relations, general administrative, insurance, claims, legal, engineering, materials management and any other similar services. It is understood, however, that all such administrative services will be provided on an "as available" basis so that, among other things,

none of Duquesne's obligations under this Agreement will interfere with its obligation under the Code to provide electric service to the public.

2. Payment for Services. A party receiving administrative services under this Agreement (the "Receiving Party") agrees to pay the party providing such services (the "Providing Party") the actual cost of providing the services. In this regard, the Providing Party shall deliver monthly to the Receiving Party an invoice and written documentation of the cost of providing services under this Agreement, which invoice shall be due and payable within 30 days after its receipt. When it is not reasonably possible or practical to determine actual costs, the Providing Party may substitute allocation factors for actual costs.

All such costs incurred by the Providing Party on behalf of the Receiving Party shall become the liability of the Receiving Party when incurred by the Providing Party, shall be determined in accordance with generally accepted accounting principles and shall be determined in accordance with the cost allocation procedures set forth on Attachment 1 to this Agreement.

3. Interest on Past Due Amounts. From and after the Effective Date (as hereinafter defined), in the event any amount payable under Section 2 of this Agreement is not paid by a Receiving Party when due, such unpaid amount shall bear interest, from the due date shown in the invoice therefor (or, if no such due date is shown, from the date that is 30 days after the Receiving Party receives such invoice), at a rate equal to the then-current average monthly rate of interest applicable to DQE Capital Corporation's cash pool arrangement.

4. Agent Status of Providing Party. All services, materials, equipment and supplies purchased by a Providing Party at the request of a Receiving Party shall be purchased by the Providing Party on behalf of and as agent for the Receiving Party. In that regard, the Receiving Party hereby appoints the Providing Party as its agent, and the Providing Party hereby

agrees as such agent to negotiate, execute and enforce contracts (including purchase order contracts) providing for the purchase of services, materials, equipment and supplies. Each such contract shall be made in the name of the Receiving Party and shall provide, among other things, that the Providing Party shall be the agent for the Receiving Party concerning the administration of the contract and that performance of the contract shall be for the account of, title to all property acquired thereunder shall vest in, and charges therefor shall be paid by, the Receiving Party.

5. Joinder to Agreement. Any future subsidiary or other affiliate of Parent or Duquesne may elect to participate in this Agreement by executing a joinder or similar agreement indicating such entity's willingness to be bound by the terms of this Agreement.

6. Several Obligations; No Rights to Bind. The duties, obligations and liabilities of the parties under this Agreement are intended to be several and not joint or collective, and nothing in this Agreement shall ever be construed to create an association, joint venture, trust or partnership between the parties or to impose a trust or partnership duty, obligation or liability on or with regard to any of the parties. Each party shall be individually responsible for its own obligations as herein provided. No party shall be under the control of or shall be deemed to control the other party solely by virtue of this Agreement. No party shall have a right or power to bind another party without its express written consent, except as expressly provided in this Agreement.

7. Withdrawal from Agreement. Any party shall have the right at any time to withdraw from this Agreement by giving 90 days' prior written notice of withdrawal. In the event any Affiliate desires to withdraw from this Agreement, it shall send written notice of withdrawal to Parent and Duquesne. In the event Parent desires to withdraw from this

Agreement, it shall send written notice of withdrawal to Duquesne. In the event Duquesne desires to withdraw from this Agreement, it shall send written notice of withdrawal to all other parties hereto, specifying the effective date of such withdrawal. This Agreement automatically shall terminate upon the effective date of Duquesne's withdrawal from this Agreement.

8. Notices. Any notice required or permitted to be given to a party hereunder shall be in writing and shall be sent to such party at its address set forth below (or to such other address as such party may notify the other parties by notice given in accordance with the requirements of this Section 8):

If to Parent:

Duquesne Light Holdings, Inc.
411 Seventh Avenue
Pittsburgh, PA 15219
Attn: Chief Legal Officer

If to Duquesne:

Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
Attn: Chief Legal Officer

If to any Affiliate:

c/o Duquesne Light Holdings, Inc.
411 Seventh Avenue
Pittsburgh, PA 15219
Attn: Chief Legal Officer

9. Approval by Commission. This Agreement is subject to the approval of the Commission and shall be effective on the entry date of the Commission's order approving

this Agreement or on such other date that this Agreement is deemed approved by the Commission (such date, the "Effective Date").

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

11. Counterparts. This Agreement may be executed in two or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Administrative Services Agreement to be duly executed by their duly authorized representatives as of the date first written above.

DUQUESNE LIGHT HOLDINGS, INC.

By: 
Its: Senior Vice President & CFO

DUQUESNE LIGHT COMPANY

By: 
Its: Senior Vice President & CFO

AQUASOURCE, INC.

By: 
Its: President

CHERRINGTON INSURANCE, LTD.

By: _____
Its: Deputy Chairman

DQE CAPITAL CORPORATION

By: _____
Its: President

DQE ENERGY SERVICES LLC

By: _____
Its: President

DES CORPORATE SERVICES, INC.

By: _____
Its: President and Treasurer

DES OPERATING SERVICES, INC.

By: _____
Its: President and Treasurer

AQUASOURCE, INC.

By: _____
Its: President

CHERRINGTON INSURANCE, LTD.

By: James E Wilson
Its: Deputy Chairman

DQE CAPITAL CORPORATION

By: _____
Its: President

DQE ENERGY SERVICES LLC

By: _____
Its: President

DES CORPORATE SERVICES, INC.

By: _____
Its: President and Treasurer

DES OPERATING SERVICES, INC.

By: _____
Its: President and Treasurer

AQUASOURCE, INC.

By: _____
Its: President

CHERRINGTON INSURANCE, LTD.

By: _____
Its: Deputy Chairman

DQE CAPITAL CORPORATION

By: W. F. Hilde
Its: President

DQE ENERGY SERVICES LLC

By: _____
Its: President

DES CORPORATE SERVICES, INC.

By: _____
Its: President and Treasurer

DES OPERATING SERVICES, INC.

By: _____
Its: President and Treasurer

AQUASOURCE, INC.

By: _____
Its: President

CHERRINGTON INSURANCE, LTD.

By: _____
Its: Deputy Chairman

DQE CAPITAL CORPORATION

By: _____
Its: President

DQE ENERGY SERVICES LLC

By: John R. Schmitt
Its: President

DES CORPORATE SERVICES, INC.

By: John R. Schmitt
Its: President and Treasurer

DES OPERATING SERVICES, INC.

By: John R. Schmitt
Its: President and Treasurer

DH ENERGY, L.P.

By: DES Operating Services, Inc.
Its: General Partner

By: John R. Schmitt
Its: President and Treasurer

DQE SYNFUELS, L.P.

By: DES Operating Services, Inc.
Its: General Partner

By: John R. Schmitt
Its: President and Treasurer

DEFIANCE ENERGY LLC

By: John R. Schmitt
Its: President and Treasurer

LORDSTOWN ENERGY, LLC

By: John R. Schmitt
Its: President and Treasurer

DES SYNFUEL OPERATING SERVICES,
INC.

By: John R. Schmitt
Its: President and Treasurer

DH ENERGY, LLC

By: John R. Schmitt
Its: President and Treasurer

DQE SYNFUELS LLC

By: John R. Schmitt
Its: President

DH CANADA, INC.

By: John R. Schmitt
Its: President

M T DETROIT, INC.

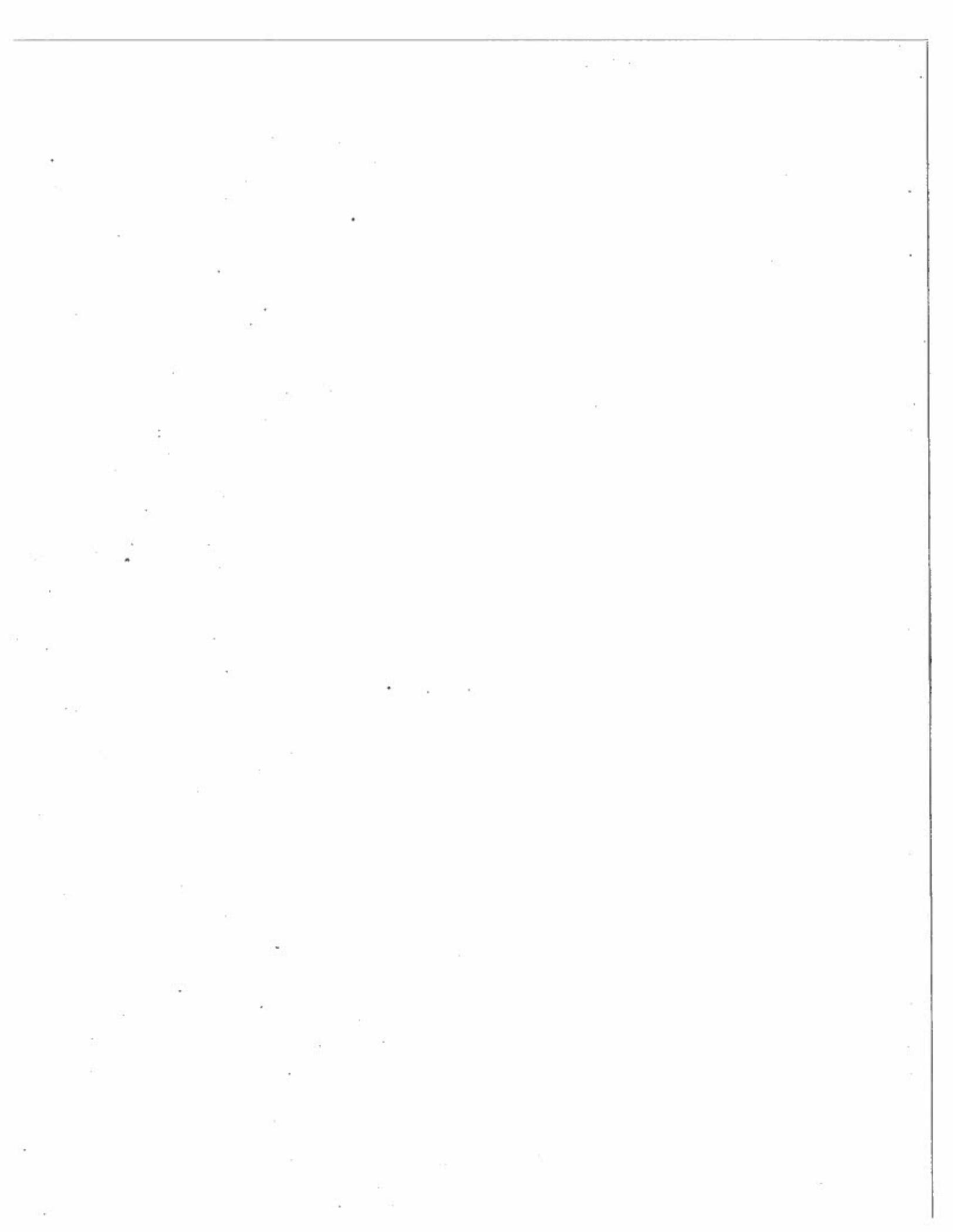
By: John R. Schmitt
Its: President and Treasurer

MONMOUTH ENERGY, INC.

By: John R. Schmitt
Its: President and Treasurer

M T ENERGY, INC.

By: John R. Schmitt
Its: President and Treasurer



DQE SYSTEMS ACQUISITION CO.

By: Joseph D. Bell
Its: President and Treasurer

DQE ENERGY LIMITED

By: _____
Its: President and Treasurer

MONTICELLO CORPORATION

By: _____
Its: President and Treasurer

DQE ENERGY TWO LIMITED

By: _____
Its: President and Treasurer

DUQUESNE CAPITAL, L.P.

By: Duquesne Light Company
Its: General Partner

By: _____
Its: Vice President and Treasurer

DQE SYSTEMS ACQUISITION CO.

By: _____
Its: President and Treasurer

DQE ENERGY LIMITED

By: Susan S. Mullins
Its: President and Treasurer

MONTICELLO CORPORATION

By: Susan S. Mullins
Its: President and Treasurer

DQE ENERGY TWO LIMITED

By: Susan S. Mullins
Its: President and Treasurer

DUQUESNE CAPITAL, L.P.

By: Duquesne Light Company
Its: General Partner

By: _____
Its: Vice President and Treasurer

DQE SYSTEMS ACQUISITION CO.

By: _____
Its: President and Treasurer

DQE ENERGY LIMITED

By: _____
Its: President and Treasurer

MONTICELLO CORPORATION

By: _____
Its: President and Treasurer

DQE ENERGY TWO LIMITED

By: _____
Its: President and Treasurer

DUQUESNE CAPITAL, L.P.

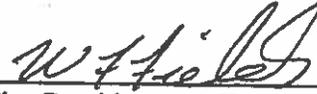
By: Duquesne Light Company
Its: General Partner

By: 
Its: Vice President and Treasurer

DUQUESNE FINANCIAL, L.P.

By: Duquesne Financial, LLC
Its: General Partner

By: Duquesne Light Company
Its: Sole Member

By: 
Its: Vice President and Treasurer

DQU II FUNDING CORPORATION

By: _____
Its: President and Treasurer

DUQUESNE FINANCIAL, LLC

By: Duquesne Light Company
Its: Sole Member

By: _____
Its: Vice President and Treasurer

DUQUESNE POWER, INC.

By: _____
Its: President

DUQUESNE POWER, L.P.

By: Duquesne Power, Inc.
Its: General Partner

By: _____
Its: President

DUQUESNE FINANCIAL, L.P.

By: Duquesne Financial, LLC
Its: General Partner

By: Duquesne Light Company
Its: Sole Member

By: _____
Its: Vice President and Treasurer

DQU II FUNDING CORPORATION

By: Susan S. Mullins
Its: President and Treasurer

DUQUESNE FINANCIAL, LLC

By: Susan S. Mullins
Its: President and Treasurer

DUQUESNE POWER, INC.

By: _____
Its: President

DUQUESNE POWER, L.P.

By: Duquesne Power, Inc.
Its: General Partner

By: _____
Its: President

DUQUESNE FINANCIAL, L.P.

By: Duquesne Financial, LLC
Its: General Partner

By: Duquesne Light Company
Its: Sole Member

By: _____
Its: Vice President and Treasurer

DQU II FUNDING CORPORATION

By: _____
Its: President and Treasurer

DUQUESNE FINANCIAL, LLC

By: Duquesne Light Company
Its: Sole Member

By: _____
Its: Vice President and Treasurer

DUQUESNE POWER, INC.

By: James E. Wilson
Its: President

DUQUESNE POWER, L.P.

By: Duquesne Power, Inc.
Its: General Partner

By: James E. Wilson
Its: President

MONONGAHELA LIGHT AND POWER
COMPANY

By: *Mark Abbott*
Its: President

DUQUESNE LIGHT ENERGY, LLC

By: _____
Its: President and Treasurer

MONONGAHELA LIGHT AND POWER
COMPANY

By: _____
Its: President

DUQUESNE LIGHT ENERGY, LLC

By: James E. Wilson
Its: President and Treasurer

ATTACHMENT 1

Cost of Administrative Services

The Receiving Party shall pay to the Providing Party the fully-loaded cost of the administrative services provided by the Providing Party, with costs being allocated as follows:

1. The Providing Party will allocate to any administrative services provided the direct costs associated with performing such services.
2. Direct labor costs of any employee of the Providing Party who provides identifiable services to the Receiving Party will be charged to the Receiving Party's operation based on such employee's total compensation, including salary and fringe benefits.
3. Other identifiable direct costs, including third party service fees and supplies, will be charged to the Receiving Party's operations at the actual cost incurred by the Providing Party.
4. All costs charged are subject to periodic review and adjustment, as appropriate.

Exhibit G

ADMINISTRATIVE SERVICES
AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made as of June 18, 2018 by and among DUQUESNE LIGHT HOLDINGS, INC., a Pennsylvania corporation ("Parent"), DUQUESNE LIGHT COMPANY, a Pennsylvania limited liability corporation ("Duquesne"), and the affiliates of Parent and Duquesne named on the signatures pages hereto (each, an "Affiliate" and collectively, the "Affiliates").

WITNESSETH:

WHEREAS, Duquesne is a public utility providing electric service subject to regulation by the Pennsylvania Public Utility Commission (the "Commission" or "PUC");

WHEREAS, Parent, f/k/a DQE, Inc., pursuant to its articles of incorporation, has unlimited power to engage in any lawful act concerning any lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law and was formed for the purpose of engaging in energy-related diversification opportunities which could arise from time to time in the marketplace;

WHEREAS, Duquesne companies desire, need and require from time to time the administrative, management and other services as described in **Appendix A**.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

Any affiliated members of the Parent may from time to time perform, on a regular or temporary basis administrative, management, and other services for one or more of the other companies. An exclusive list of services that may be provided is included within **Appendix A** to this Agreement. Those affiliates that receive services from, or provide services to, the Parent are listed within **Appendix B** to this Agreement. No service shall be performed in contravention of any applicable law, regulation, rule, order, judgment, or decision of

any governmental entity.

2. PERSONNEL

In order to provide the services, the Parties will employ executive officers, accountants, financial advisors, technical advisers, attorneys, and other persons with the necessary qualifications. If necessary, the Parties may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services provided under this agreement.

3. ALLOCATION

In consideration of services rendered, the party receiving administrative services (“Receiving Party”) under this Agreement agrees to reimburse the party providing such services (“Providing Party”) the fully-loaded cost of such service, including charges for interest where appropriate. The allocation methodologies for directly charging and allocating costs between affiliates are detailed in **Appendix C**. Generally, the following allocation methods shall be used:

- a) The Providing Party will allocate to any administrative services provided the direct costs associated with performing such services.
- b) Direct labor costs of any employee of the Providing Party who provides identifiable services to the Receiving Party will be charged to the Receiving Party's operation based on such employee's total compensation, including salary and fringe benefits.
- c) Other identifiable direct costs, including third party service fees and supplies, will be charged to the Receiving Party's operations at the actual cost incurred by the Providing Party.
- d) All costs charged are subject to periodic review and adjustment, as appropriate.

The Providing Party shall directly assign costs when practicable. National Association of Regulatory Utility Commissioners (NARUC) Guidelines for Cost Allocation and Affiliate Transactions are followed to assign costs to the Receiving Party. If it is not practicable to directly assign costs for completed services, such costs shall be allocated based on such NARUC guidelines.

4. PAYMENT FOR SERVICES

A Receiving Party agrees to pay the Providing Party the actual cost of providing the services. In

this regard, the Providing Party shall deliver monthly to the Receiving Party written documentation of the cost of providing services under this Agreement, which invoice shall be due and payable within 30 days after its receipt. When it is not reasonably possible or practical to determine actual costs, the Providing Party may substitute allocation factors for actual costs as set forth within Section 3 of this Agreement.

All such costs incurred by the Providing Party on behalf of the Receiving Party shall become the liability of the Receiving Party when incurred by the Providing Party, shall be determined in accordance with generally accepted accounting principles and shall be determined in accordance with the cost allocation procedures set forth within Section 3 of this Agreement; provided however that if a particular transaction is subject to regulation by the FERC or another federal regulatory agency, and the rules of these agencies require a pricing mechanism that is different than provided herein, the Parties will follow the rules required by the federal agency, as applicable.

5. INTEREST ON PAST DUE AMOUNTS

From and after the Effective Date (as hereinafter defined), in the event any amount payable under Section 4 of this Agreement is not paid by a Receiving Party when due, such unpaid amount shall bear interest, from the due date shown in the invoice therefor (or, if no such due date is shown, from the date that is 30 days after the Receiving Party receives such invoice), at a rate equal to the then-current average monthly rate of interest applicable to DQE Capital Corporation's cash pool arrangement.

6. AGENT STATUS OF PROVIDING PARTY

All services, materials, equipment, and supplies purchased by a Providing Party at the request of a Receiving Party shall be purchased by the Providing Party on behalf of and as agent for the Receiving Party. In that regard, the Receiving Party hereby appoints the Providing Party as its agent, and the Providing Party hereby agrees as such agent to negotiate, execute and enforce contracts (including purchase order contracts) providing for the purchase of services, materials, equipment and supplies.

Each such contract shall be made in the name of the Receiving Party and shall provide, among other things, that the Providing Party shall be the agent for the Receiving Party concerning the administration of the contract and that performance of the contract shall be for the account of, title to all property acquired thereunder shall vest in, and charges therefore shall be paid by, the Receiving Party.

7. JOINDER TO AGREEMENT

Any future subsidiary or other affiliate of Parent or Duquesne may elect to participate in this Agreement by executing a joinder or similar agreement indicating such entity's willingness to be bound by the terms of this Agreement. Duquesne Light Holdings will file an updated listing of subsidiaries with the PUC, as necessary and appropriate. Subject to PUC approval, new Duquesne Light subsidiaries that are added prior to the annual update will be subject to this Agreement.

8. SEVERAL OBLIGATIONS; NO RIGHTS TO BIND

The duties, obligations and liabilities of the parties under this Agreement are intended to be several and not joint or collective, and nothing in this Agreement shall ever be construed to create an association, joint venture, trust or partnership between the parties or to impose a trust or partnership duty, obligation or liability on or with regard to any of the parties. Each party shall be individually responsible for its own obligations as herein provided. No party shall be under the control of or shall be deemed to control the other party solely by virtue of this Agreement. No party shall have a right or power to bind another party without its express written consent, except as expressly provided in this Agreement.

9. WITHDRAWAL FROM AGREEMENT

Any party shall have the right at any time to withdraw from this Agreement by giving 90 days' prior written notice of withdrawal. In the event any Affiliate desires to withdraw from this Agreement, it shall send written notice of withdrawal to Parent and Duquesne. In the event Parent desires to withdraw from this Agreement, it shall send written notice of withdrawal to Duquesne. In the event Duquesne desires to withdraw from this Agreement, it shall send written notice of withdrawal. This Agreement automatically shall terminate upon the effective date of Duquesne's withdrawal from this Agreement.

10. NOTICES

Any notice required or permitted to be given to a party hereunder shall be in writing and shall be sent to such party at its address set forth below (or to such other address as such party may notify the other parties by notice given in accordance with the requirements of this Section 10):

If to Parent:

Duquesne Light Holdings, Inc.
411 Seventh Avenue
Pittsburgh, PA 15219
Attn: Chief Legal Officer

If to Duquesne:

Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
Attn: Chief Legal Officer

If to any Affiliate:

c/o Duquesne Light Holdings, Inc.
411 Seventh Avenue
Pittsburgh, PA 15219
Attn: Chief Legal Officer

11. APPROVAL BY COMMISSION

This Agreement is subject to the approval of the Commission and shall be effective on the entry date of the Commission's order approving this Agreement or on such other date that this Agreement is deemed approved by the Commission (such date, the "Effective Date").

12. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

13. COUNTERPARTS

This Agreement may be executed in two or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Administrative Services Agreement to be duly executed by their duly authorized representatives as of the date first written above.

DQE HOLDINGS, LLC

By: _____
Its: Senior Vice President & CFO

DUQUESNE LIGHT HOLDINGS, INC.

By: _____
Its: Senior Vice President & CFO

DUQUESNE ENERGY SOLUTIONS, LLC

By: _____
Its: Vice President

DES CORPORATE SERVICES, INC.

By: _____
Its: President and Treasurer

DQE SYNFUELS, LLC

By: _____
Its: President

DQE SYNFUELS, LP

By: _____
Its: President

DH CANADA HOLDINGS, LLC

By: _____
Its: President

DH CANADA CORPORATION

By: _____
Its: President

DQE ENTERPRISES, INC.

By: _____
Its: President

DQE CAPITAL CORPORATION

By: _____
Its: President

DQE FINANCIAL LLC

By: _____
Its: President and Treasurer

MARINER INVESTMENT STRATEGIES, LLC

By: _____
Its: President

DUQUESNE FIBER COMPANY

By: _____
Its: President

DQE SYSTEMS, LLC

By: _____
Its: President _____

DUQUESNE BROADBAND, LLC

By: _____
Its: President _____

DQE COMMUNICATIONS, LLC

By: _____
Its: President _____

NORTH SHORE AFFORDABLE HOUSING, LLC

By: _____
Its: President _____

MONTAUK SYNFUELS, LLC

By: _____
Its: President _____

DUQUESNE POWER, LLC

By: _____
Its: President _____

DUQUESNE LIGHT COMPANY

By: _____
Its: Senior Vice President & CFO _____

MONOGAHELA LIGHT & POWER COMPANY

By: _____
Its: President

DATACOM INFORMATION SYSTEMS, LLC

By: _____
Its: President

AQUASOURCE, LLC

By: _____
Its: President

DUQUESNE LIGHT ENERGY, LLC

By: _____
Its: President & Treasurer

DUQUESNE GENERATION, LLC

By: _____
Its: President

DUQUESNE CONEMAUGH, LLC

By: _____
Its: President

DUQUESNE KEYSTONE, LLC

By: _____
Its: President

DH Energy, LP

By: _____
Its: President _____

The Efficiency Network, Inc.

By: _____
Its: President _____

TEN Connected Solutions, Inc.

By: _____
Its: President _____

BrightR, Inc.

By: _____
Its: President _____

Appendix A

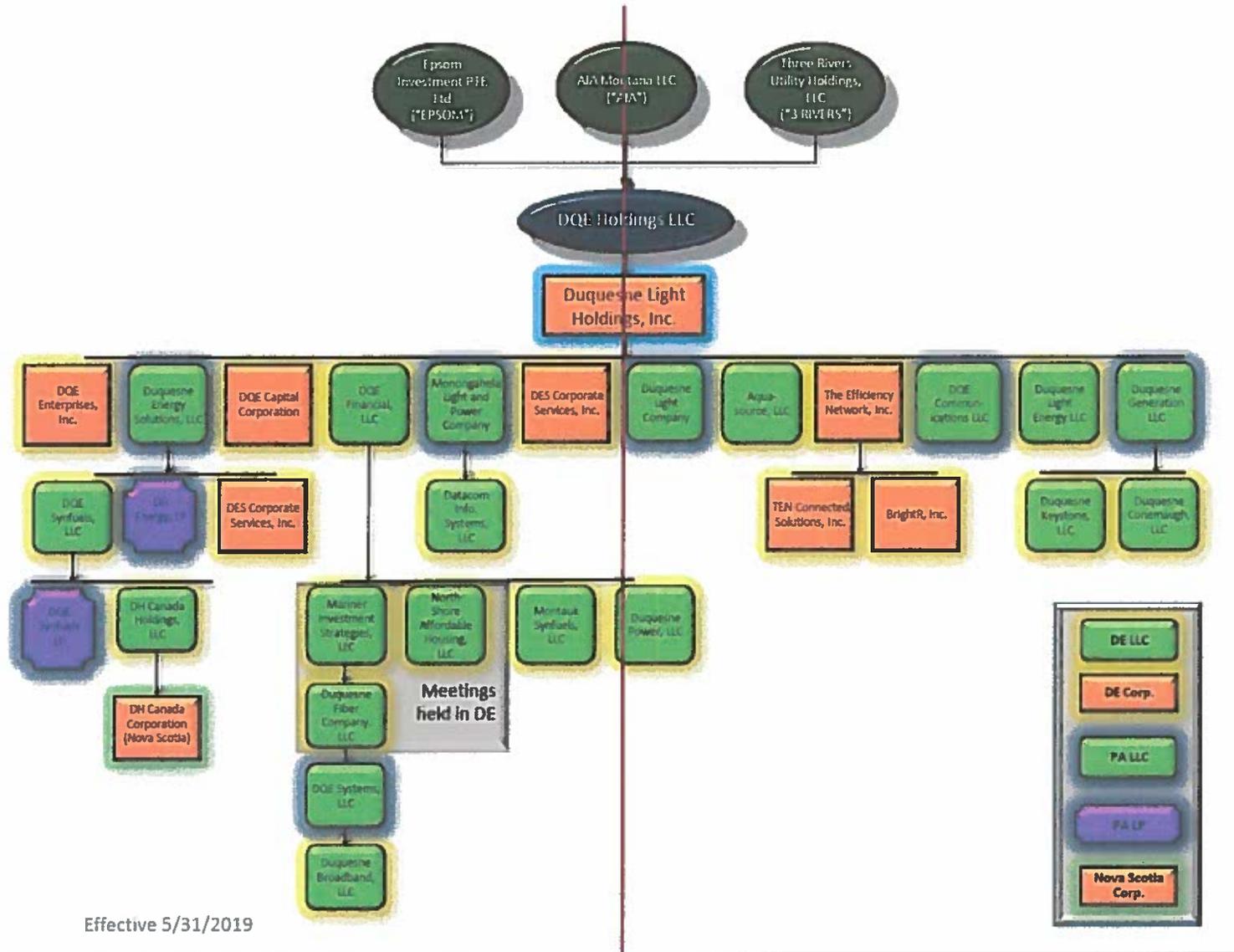
Description of Services

This Appendix provides a description of services provided under the Administrative Service Agreement dated June 18, 2018. Listed below are services provided. All services listed are allocated directly when possible. If direct allocation is not possible, the indirect allocation method that is used is listed.

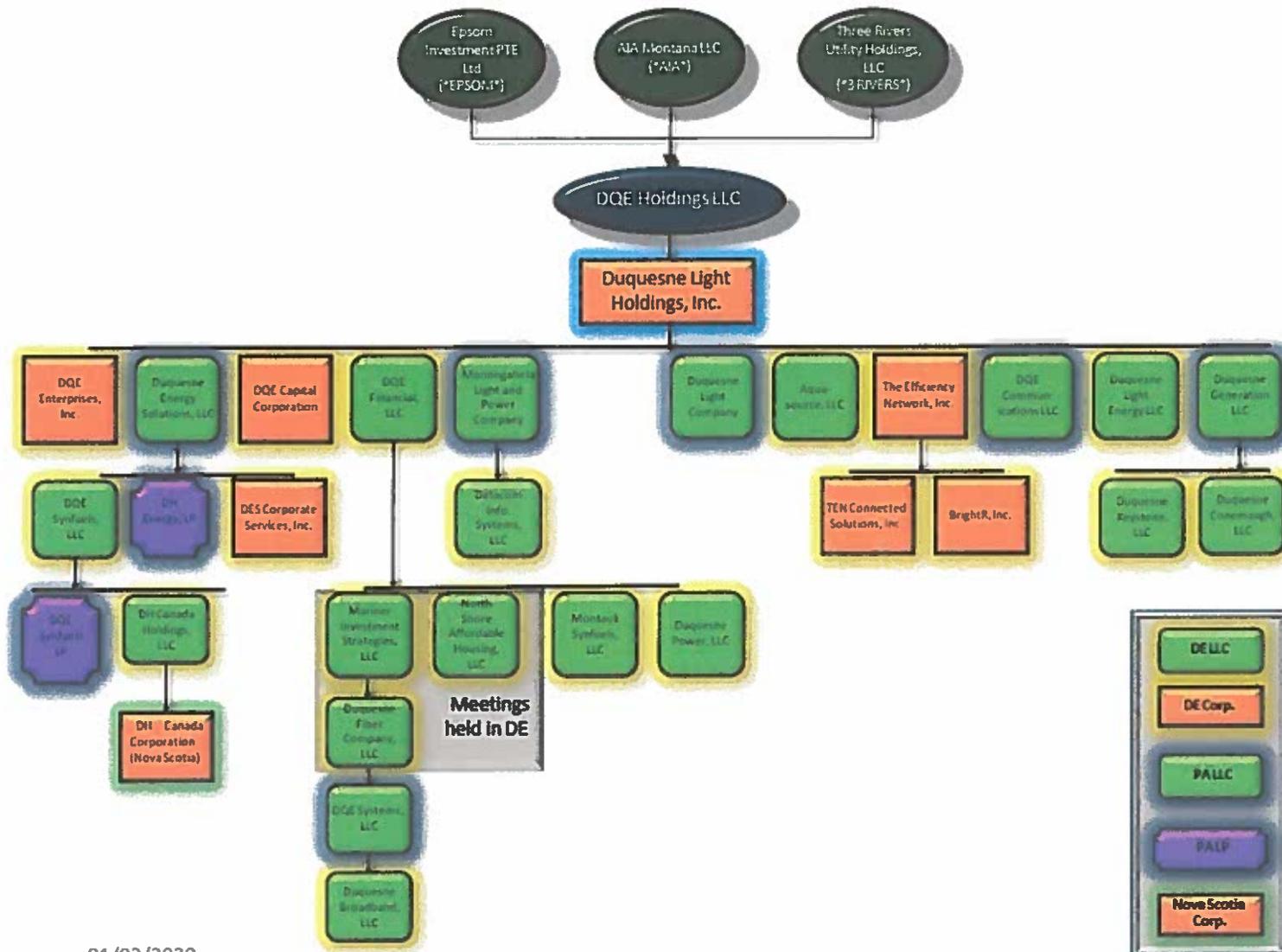
Service	Description	Basis of Allocation
Alarm Monitoring Services	Provides alarm monitoring services for the Company.	The allocation for these services is based on the Average Asset allocation method.
Audit Services	Provide services including coordinating the examination of accounting records with the external auditors.	The allocation for these services is based on the Average Asset allocation method.
Compliance Services	Provide enterprise-wide compliance and consultation to the Company as well as to specific corporate projects on compliance matters.	The allocation for these services is based on the EBITDA allocation method.
Disbursement Services	Provides Company-wide disbursement processing functions.	The allocations for these services are allocated based on the Direct method.
Executive Services	Provide leadership and strategic services for the Company.	The allocation for these services is based on the EBITDA allocation method.
Finance / Accounting Services	Provide services including the setting accounting policies and practices, preparation and dissemination of consolidated financial results, research of new financial reporting requirements, maintenance of the general ledger system, management of the budget and forecasting process and preparation and review all external financial reporting.	The allocation for these services is based on the EBITDA allocation method.
Financial Planning & Analysis Services	Provide services related to the preparation and development of budgets and budgetary controls.	The allocation for these services is based on the EBITDA allocation method.
Human Resources	Provide services to manage and maintain employee policy and program development and oversight of all human resource initiatives.	The allocation for these services is based the Headcount allocation method.
Information Services	Provide services including, but not limited to, service and IT support, maintenance and support of existing corporate business applications, system implementation costs, report coordination, consultative support, and mail and printer/copier services.	The allocation for these services is based on the Average Asset allocation method.
Internal Audit Services	Provide audit plans and strategies for the Company for financial, compliance, information technology and operational audits. Additionally provide services related to control risk assessments and special investigations.	The allocation for these services is based on the EBITDA allocation method.

Legal Services	Provide the Company with legal services, including, but not limited to, general corporate matters and internal corporate maintenance, contract drafting and negotiation, litigation, liability and risk assessment, financing, state and federal regulatory compliance, state and federal regulatory support and rule interpretation and advice, bankruptcy and collection matters, union contracting and all other matters requiring legal services.	The allocation for these services is based on the EBITDA allocation method.
Materials	Provides the Company with non-inventory related materials, which are materials relating to the Company's office supplies that do not flow through inventory accounts.	The allocation for these materials is based on total materials per employee. The listing of materials is updated annually.
New Hire Background Services	Provide new hire background check processes.	The allocation for these charges are based on Headcount allocation.
Payroll Services	Provides Company-wide payroll processing functions.	The allocation for these charges are based on Headcount allocation.
Pension Administration Services	Provide services for the management and administration of all pension and savings plan assets for the Company. Services provided include, but are not limited to, the implementation of investment policies, monitoring of investment performance, and coordination of actuarial valuation reviews.	The allocation for these charges are based on Headcount allocation.
Rent Services	Provides office space at the headquarters building. For all employee time that is charged directly to a subsidiary, the Company allocates a portion of DLC rent expense to the associated subsidiary in connection with the direct charge. The annual rent expense is updated in accordance with changes in lease terms. Additionally, the number of employees per floor is updated annually with an employee by location listing.	The allocation for these services is based on total cost per employee per floor.
Safety & Workforce Development	Provides Company-wide safety and workforce development reporting and initiatives.	The allocation for these services is based on the EBITDA allocation method.
Tax Services	Provide services related to preparation of tax returns and other filings, consultation services, research of tax planning initiatives, coordination of audits, and various other tax related accounting functions.	The allocation for these services is based on the EBITDA allocation method.
Treasury Services	Provide services including, but not limited to, daily banking transactions, monitoring of cash holdings, monitoring of credit facilities, forecasting cash requirements, various reporting requirements, management of bank, investor and agency relationships, and management of insurance policies.	The allocation for these services is based on the Average Asset allocation method.

Appendix B



Appendix B



01/02/2020

Appendix C

The allocation factors described below will be used by the Accounting and Reporting department for apportioning project charges to DQE Holdings LLC and subsidiaries (the Company).

Allocation 1 – DIRECT COSTS

Project charges will be allocated to each benefited affiliate on the basis of the relation of its direct costs billed by the shared service to the total of all direct costs billed by the shared service. All affiliates may be included in this allocation.

Allocation 2 – NUMBER OF REGULAR EMPLOYEES

Project charges will be allocated to each benefited affiliate on the basis of the relation of its number of regular employees to the total number of all regular employees of the benefited affiliates. All affiliates may be included in this allocation. Part time, temporary and full time employees will record their time into the timekeeping system and their time will be allocated based on the employee's charge code that is selected. All contractor and subcontractors will be billed through invoices received and would be excluded from this calculation. Contractor and subcontractor time will be billed directly to the subsidiary. In the event that the contractor's time cannot be directly charged, the charges will be manually recorded through a monthly journal entry.

Allocation 3 – FIXED ALLOCATION

Project charges will be allocated to each benefited affiliate on the basis of fixed percentages on an individual project basis. All affiliates may be included in this allocation.

Allocation 4 – EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION AND AMORTIZATION (EBITDA)

Project charges will be allocated to each benefited affiliate on the basis of the relation of its total EBITDA to the sum of the total EBITDA of all benefited affiliates. All affiliates may be included in this allocation. On an annual basis, EBITDA balances of each company will be updated using 12/31 balances. This will be updated subsequent to the finalization of year-end financial statements. The total EBITDA will be reduced by the previous year's administration fee allocation per company and then the balance will be translated to the absolute value. Then, utilizing the absolute value, a percent of total EBITDA per company will be calculated. All discontinued operations will be removed from the overall calculation. Note: The 'administration fee allocation' refers to the entry made to reallocate costs to the relevant affiliate. It is the summary of all of the outlined allocation methods. Each month, the Company calculates all costs to be reallocated and records a manual journal entry (i.e. the administration fee allocation). This ensures all appropriate costs are recorded and invoiced at the subsidiary. When determining the EBITDA percentages, the impact of the previous year allocation from EBITDA is removed in order to neutralize the calculation.

Allocation 5 – AVERAGE ASSETS

Project charges will be allocated to each benefited affiliate on the basis of the relationship of its total average assets to the sum of the total average assets of all benefited affiliates. All affiliates may be included in this allocation. On an annual basis, the average asset calculation will be updated utilizing November balances. The current asset balances will be adjusted by removing cash, intercompany, goodwill, and investment in subsidiaries in order to calculate an adjusted asset balance per company. The previous 12 months (including November) will be used to determine an average asset balance per company. Then, utilizing the 12 month average asset balances, a percent of total average assets will be calculated per company. All discontinued operations will be removed from the overall calculation.

Allocation 6 – REVENUE

Project charges will be allocated to each benefited affiliate on the basis of the relationship of its total revenue to the sum of the total revenue of all benefited affiliates. All affiliates may be included in this allocation. On an annual basis, revenue balances per company will be updated utilizing November balances. A percent of total revenue per company will be calculated to determine to the percentage of allocation.

Allocation 7 – CAPITALIZATION

Project charges will be allocated to each benefited affiliate on the basis of the relationship of its capitalization (debt and equity) to the sum of the total capitalization of all benefited affiliates. All affiliates may be included in this allocation.

Allocation 8 – NUMBER OF TRANSACTIONS

Project charges will be allocated to each benefited affiliate on the basis of the relationship of the number of transactions to the affiliate to the sum of the total transactions of all benefited affiliates. All affiliates may be included in this allocation.

Allocation 9 - MASSACHUSETTS METHOD

The Massachusetts Method allocates costs based on the benefiting company's revenue, total assets, and payroll or labor relative to the totals for all companies benefiting from a service. All affiliates may be included in this allocation.

Allocation 10 – PENNSYLVANIA METHOD

The Pennsylvania Method allocates the costs of a service based on the relevant company's invested capital, operation and maintenance expenses, and number of employees relative to all other affiliates receiving the service at issue. All affiliates may be included in this allocation.

Direct Time Allocations - e-Time Procedures

The Company has identified certain shared service employees which are employees of DLC. These employees utilize the eTime process described below in order to directly allocate time to affiliates or charge projects requiring additional allocation. A listing of shared service cost centers is maintained by the accounting department and reviewed on a quarterly basis to ensure the proper allocation of time to affiliates.

eTime – eTime is an internet scheduling tool used by employees of the Company. eTime was established in order for employees to track and assign time based on the actual hours spent performing tasks for a particular project or affiliate.

As described above, all shared service employees of the Company are considered DLC employees and are required to complete a timesheet or submit their time via eTime for each period whether they are paid hourly or receive a salary. Employees who utilize eTime must enter their time based on the activities that were performed during the pay period. A screen within eTime allows the employee to select certain projects and/or affiliates. Employees are required to select the entity or project to which their time should be charged. If an employee does not select an entity or project, eTime will not be submitted. An eTime file is then generated monthly with all allocations and a manual entry is recorded within the accounting department to transfer the labor charges to the appropriate affiliate.

Employees are encouraged to enter their time in one quarter hour increments. Employees are also encouraged to keep their timesheets updated on a regular basis, so that they do not have to enter an entire pay period of time on the last day of the pay period. It is best if they enter their time on a daily basis, when feasible, so that it is as accurate as possible. Employees may face disciplinary action for not adhering to the Company's policies regarding eTime.

Employees who fail to submit their eTime at the end of a pay-period receive an initial automated email reminding them to submit their time via eTime. If the employee does not submit their time after receiving the initial reminder, the employee is sent a second automated email communicating that they have committed a compliance violation for eTime non-submittal. This second email prompts the employee to immediately report their time. If the employee continues to delay, a notice is sent to the employees direct Supervisor for follow-up and possible disciplinary action. Multiple delays in eTime submissions are considered a performance issue and may warrant disciplinary action.

eTime allocations will be reviewed on an annual basis to ensure that shared service employees are properly allocating time to benefiting affiliates.

**Bureau of Technical Utility Services
Data Request Set 3 to Duquesne Light Company, LLC**

Docket No. G-2018-3002809

WITNESS: Jaime Bachota & Emily Farah

2. Reference Updated Appendix B, Organizational Chart – Duquesne Light Energy, LLC and DQE Communications LLC.
 - a. Please confirm that these are the only two jurisdictional affiliates.
 - b. Please confirm whether either of these jurisdictional affiliates are being added to this AIA.

Response:

- a. Duquesne Light Energy, LLC (“DLE”) and DQE Communications LLC (“DQE Communications”) are the only two entities subject to Pennsylvania Public Utility Commission jurisdiction.
- b. DLE was included as an affiliate in the 2004 Administrative Services Agreement, as shown in the illustrative chart provided in the Company’s response to Data Response Set 3, question 1. Upon information and belief, Duquesne Light Company’s copy of the executed 2004 Agreement is missing the signature page that includes DQE Communications as a signatory to the Agreement. However, DQE Communications was added as a subsidiary to the Agreement in 1998, as stated in Company’s response to Data Response Set 3, question 1, and Duquesne Light has no reason to believe DQE Communications was ever removed from the Agreement.

**Bureau of Technical Utility Services
Data Request Set 3 to Duquesne Light Company, LLC**

Docket No. G-2018-3002809

WITNESS: Jaime Bachota

3. Reference Appendix A, Description of Services – Please provide a list of all the new services that are being added to this AIA.

Response:

Below is a chart of the services subject to the 2004 Administrative Services Agreement (as shown on page 2 of the 2004 Agreement) compared to the services outlined in the 2018 Administrative Services Agreement (as shown on Appendix A of the 2018 Agreement).

2004 Administrative Services Agreement Services	2018 Administrative Services Agreement Services
Management	Alarm Monitoring Services
Supervisory	Audit Services
Financial	Compliance Services
Accounting	Disbursement Services
Marketing	Executive Services
Shareholder and Investor Relations	Finance / Accounting Services
General Administrative	Financial Planning & Analysis Services
Insurance	Human Resources
Claims	Information Services
Legal	Internal Audit Services
Engineering	Legal Services
Materials Management	Materials
	New Hire Background Services
	Payroll Services
	Pension Administration Services
	Rent Services
	Safety & Workforce Development
	Tax Services
	Treasury Services

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

**Affiliated Interest Agreement between
Duquesne Light Company and Affiliates**

:
:
:
:
:
:
:

Docket No. G-2018-3002809

VERIFICATION

I, Jaime Bachota, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



**Jaime Bachota
Assistant Controller, Duquesne Light Company**

Date: 1/16/2020

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

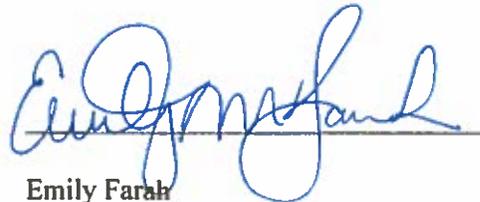
Affiliated Interest Agreement between
Duquesne Light Company and Affiliates

:
:
:
:
:
:
:

Docket No. G-2018-3002809

VERIFICATION

I, Emily Farah, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



Emily Farah
Counsel, Regulatory
Duquesne Light Company

Date: Jan. 6, 2020