

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(RULE 13D-101)

UNDER THE SECURITIES EXCHANGE ACT OF 1934

AMENDMENT NO. 1

NRG GENERATING (U.S.) INC.

(Name of Issuer)

Common Stock, par value \$.01 per share

(Title of Class of Securities)

628950 10 7

(CUSIP number)

Corporate Secretary
NRG Energy, Inc.
1221 Nicollet Mall, Suite 700
Minneapolis, MN 55403
(612) 373-5300

(Name, address and telephone number of person
authorized to receive notices and communications)

August 22, 1997

(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box / /.

Check the following box if a fee is being paid with the statement / /. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note. Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act

(however, see the Notes).

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CUSIP NO. 628950 10 7 13D PAGE 2 OF 5 PAGES

1 NAME OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

NRG ENERGY, INC. I.R.S. IDENTIFICATION NO. 41-1724239

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / /
(b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEM 2(D) OR 2(E) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

NUMBER OF SHARES	7	SOLE VOTING POWER 3,106,612
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER 0
EACH REPORTING	9	SOLE DISPOSITIVE POWER 3,106,612
PERSON WITH	10	SHARED DISPOSITIVE POWER 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

3,106,612

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

45.21%

14 TYPE OF REPORTING PERSON*

CO

ITEM 1. SECURITY AND ISSUER

This statement relates to the common stock, par value \$.01 per share (the "Common Stock"), of NRG Generating (U.S.) Inc., a Delaware corporation (the "Company"), formerly named O'Brien Environmental Energy, Inc. ("O'Brien"). The principal executive offices of the Company are located at 1221 Nicollet Mall, Suite 600, Minneapolis, MN 55403.

ITEM 2. IDENTITY AND BACKGROUND

This statement is being filed by NRG Energy, Inc., a Delaware corporation, with its principal place of business at 1221 Nicollet Mall, Suite 700, Minneapolis, MN 55403 ("NRG"). NRG is an independent power company whose principal business is the acquisition, development and operation of, and ownership of interests in, independent power and cogeneration facilities worldwide. NRG is a wholly owned subsidiary of Northern States Power Company ("NSP").

The directors and executive officers of NRG include David H. Peterson, Chairman, President and Chief Executive Officer, James J. Bender, Vice President and General Counsel, Brian B. Bird, Treasurer, Leonard A. Bluhm, Executive Vice President and Chief Financial Officer, Gary R. Johnson, Director, Valorie A. Knudsen, Vice President--Finance, Cynthia L. Leshner, Director, Craig A. Mataczynski, Vice President--U.S. Business Development, Edward J. McIntyre, Director, John A. Noer, Director, David E. Ripka, Controller, Louise T. Routhe, Vice President--Human Resources and Administration, Ronald J. Will, Vice President--Operations and Engineering, and Michael J. Young, Corporate Secretary.

The directors of NSP include H. Lyman Bretting, David A. Christensen, W. John Driscoll, Dale L. Haakensted, James J. Howard, Chairman, Allen F. Jacobson, Richard M. Kovacevich, Douglas W. Leatherdale, John E. Pearson, G.M. Pieschel, Dr. Margaret R. Preska and A. Patricia Sampson. The executive officers of NSP include James J. Howard, President and Chief Executive Officer, Paul H. Anders, Jr., Vice President and Chief Information Officer, Arland D. Brusven, Vice President--Finance and Treasurer, Grady P. Butts, Vice President--Human Resources, Gary R. Johnson, Vice President and General Counsel, Cynthia L. Leshner, President--NSP Gas, Edward J. McIntyre, Vice President and Chief Financial Officer, Thomas A. Micheletti, Vice President--Public and Government Affairs, John P. Moore, Jr., Corporate Secretary, Paul E. Pender, Vice President--Finance and Treasurer, Roger D. Sandeen, Vice President and Controller, Loren L. Taylor, President--NSP Electric, Michael D. Wadley, Vice President--Nuclear Generation, and Edward L. Watzl, President--NSP Generation.

All the directors and executive officers of NRG and NSP are collectively referred to as the "Related Persons."

Neither NRG nor any of the Related Persons has, during the past five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). Neither NRG nor any of the Related Persons has, during the last five years, been a party to any civil proceeding resulting in its being subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

In consideration for its acquisition of 396,255 shares of Common Stock (the "Conversion Shares"), NRG will reduce by \$3,000,000 the outstanding principal amount of the note payable to NRG (the "Note") by O'Brien (Schuykill) Cogeneration, Inc. ("Schuykill"), a wholly-owned subsidiary of the Company. The Note has been guaranteed by the Company.

ITEM 4. PURPOSE OF TRANSACTION

NRG acquired a 41.86% interest in the Company pursuant to the Composite Fourth Amended and Restated Plan of Reorganization for O'Brien (the "Plan"), confirmed by order of the United States Bankruptcy Court for the District of New Jersey under Chapter 11 of the United States Bankruptcy Code on February 22, 1996 and pursuant to the Amended and Restated Stock Purchase and Reorganization Agreement dated as of January 31, 1996 (the "Purchase Agreement"). Copies of the Plan and the Purchase Agreement were filed as exhibits to the Schedule 13D filed by NRG on May 10, 1996.

In connection with the negotiation and consummation of the Plan, on March 8, 1996, NRG entered into a loan agreement (the "Loan Agreement") with Schuylkill, pursuant to which NRG agreed to make a loan in the principal amount of \$10,000,000 available to Schuylkill upon Schuylkill's request. As part of the consideration for entering into the Loan Agreement, the Company entered into an option agreement dated March 8, 1996 (the "Option Agreement") with NRG. Pursuant to the Option Agreement, the Company agreed that, on the date on which NRG made a loan to Schuylkill pursuant to the Loan Agreement, NRG would have the right, upon 15 business days' notice, to reduce the outstanding principal amount of the Note by \$3,000,000 in exchange for the Conversion Shares. A copy of the Option Agreement is attached hereto as Exhibit 1.

In June 1997, NRG agreed to allow Schuylkill to borrow funds under the Loan Agreement on an "as needed" basis rather than requiring that Schuylkill borrow the full \$10,000,000 on the funding date. On August 22, 1997, NRG made a loan of \$2,700,000 to Schuylkill pursuant to the Loan Agreement, bringing the total outstanding principal amount under the Loan Agreement to \$4,500,000 and thereby vesting in NRG an option, exercisable on 15 days' notice to the Company, to acquire the Conversion Shares. On August 28, 1997, NRG notified the Company of its intention to exercise its option. A copy of such notice is attached hereto as Exhibit 2. Accordingly, on September 19, 1997, NRG will acquire the Conversion Shares and will own an aggregate of 3,106,612 shares of Common Stock.

NRG intends to review its investment in the Company on a continuing basis and may, at any time, consistent with NRG's obligations under the federal securities laws, determine to increase or decrease its ownership of shares of Common Stock through purchases or sales of shares of Common Stock in the open market or in privately-negotiated transactions. NRG's review of its investment in the Company will depend on various factors, including the Company's business prospects, other developments concerning the Company, general economic conditions, money and stock market conditions, and any other facts and circumstances which may become known to NRG regarding its investment in the Company. At this time, NRG has no plans to purchase additional shares of Common Stock in the open market or in privately negotiated transactions.

NRG has no present plans or proposals which relate to or would result in (i) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries, (ii) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries, (iii) any change in the board of directors or management of the Company or any of its subsidiaries, (iv) any material change in the present capitalization or dividend policy of the Company, (v) any other material change in the Company's business or corporate structure; (vi) changes in the Company's charter or bylaws or other actions which may impede the acquisition of control of the Company by any person, (vii) causing a class of securities of the Company to be delisted from a national securities exchange or cease to be quoted in an inter-dealer quotation system of a registered national securities association, (viii) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934 or (ix) any action similar to any of those

described above. However, NRG retains its rights to modify its plans with respect to the transactions described in this Item 4, to acquire or dispose of securities of the Company and to formulate plans and proposals which could result in the occurrence of any such events, subject to applicable laws and regulations.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

As of August 22, 1997, NRG directly beneficially owned 3,106,612 shares of Common Stock and had the sole power to vote 2,710,357 shares of Common Stock. On September 19, 1997, when the NRG consummates the

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exercise of its option to acquire the Conversion Shares, NRG will directly beneficially own and will have the sole power to vote 3,106,612 shares of Common Stock, which represent 45.21% of the outstanding shares of Common Stock of the Company.

Except as disclosed in Item 4, NRG has not effected any transaction involving shares of Common Stock of the Company during the past 60 days.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR
RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

To the best knowledge of NRG, there are at present no contracts, arrangements, understandings or relationships (legal or otherwise) between NRG and any person with respect to any securities of the Company, including, but not limited to, transfer or voting of any of the securities of the Company, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power or investment power over the Common Stock of the Company (other than standard default and similar provisions contained in loan agreements).

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 1 -- Option Agreement dated March 8, 1996 between O'Brien Environmental Energy, Inc. (now known as NRG (Generating) U.S., Inc.) and NRG Energy, Inc.

Exhibit 2 -- Option Exercise Notice dated August 28, 1997 from NRG Energy, Inc. to NRG (Generating) U.S., Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

NRG ENERGY, INC.

Dated: August 29, 1997

/s/ Michael J. Young

Name: Michael J. Young
Title: Corporate Secretary

OPTION AGREEMENT

OPTION AGREEMENT, dated as of March 8, 1996 (this "Agreement"), made by O'BRIEN ENVIRONMENTAL ENERGY, INC., A Delaware corporation, as a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code (the "Parent"), in favor of NRG ENERGY, INC., a Delaware corporation (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between O'BRIEN (SCHUYKILL) COGENERATION, INC. (the "Borrower") and the Lender, the Lender has agreed to make a Loan to the Borrower upon the terms and subject to the conditions set forth therein, to be evidenced by the Note issued by the Borrower under the Credit Agreement;

WHEREAS, pursuant to the Guarantee, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Guarantee"), made by the Parent in favor of the Lender, the Parent has guaranteed the obligations of the Borrower to the Lender;

WHEREAS, it is a condition precedent to the obligation of the Lender to make the Loan to the Borrower under the Credit Agreement that the Parent shall have executed and delivered this Agreement to the Lender; and

WHEREAS, the Parent is the parent of the Borrower, and it is to the advantage of Parent that the Lender make the Loan to the Borrower.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make the loan to the Borrower under the Credit Agreement, the Parent hereby agrees with the Lender as follows:

1. Defined Terms. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. Option to Convert Portion of Loan to Common Stock. The Parent hereby grants to the Lender, at any time after both (a) the NRG Plan Effective Date and (b) the date on which the Lender shall have made the Loan, the right, upon not less than fifteen Business Days' prior written notice to the Parent, to exchange the Note for (1) a new promissory Note in a principal amount which is \$3 million less than the previously outstanding principal amount of the Note for which it is exchanged and (2) that number of shares of common stock of the Parent which would equal, on a fully diluted basis, 5.767% of the shares of common stock of the Company (the "Conversion Shares") as of the NRG Plan Effective Date. On the day specified in the notice delivered pursuant to the preceding sentence, the Lender shall deliver the Note to the Company in exchange for (1) the delivery by the Company to the Lender of a new Note in a principal amount which is \$3 million less than the previously outstanding principal amount of the old Note (and the Parent agrees to cause the Company to deliver such new Note) and (2) the delivery by the Parent to the Lender of the Conversion Shares.

3. Notices. All notices, requests and demands to or upon the Lender or the Parent to be effective shall be in writing (or by telex, fax or similar electronic transfer confirmed in writing) and

shall be deemed to have been duly given or made (1) when delivered by hand or (2) if given by mail, when deposited in the mails by certified mail, return

receipt requested, or (3) if by telex, fax or similar electronic transfer, when sent and receipt has been confirmed, addressed as set forth in the Agreement.

4. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. Amendments in Writing: No Waiver, Cumulative Remedies. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Parent and the Lender.

6. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parent and shall inure to the benefit of the Lender and its successors and assigns.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

O'BRIEN ENVIRONMENTAL ENERGY, INC.

by: /s/ John B. Kelly

Name: John B. Kelly

Title: Chief Administrative Officer

NRG ENERGY LETTERHEAD

August 28, 1997

Tim Hunstad
NRG Generating US Inc.
1221 Nicollet Mall
Minneapolis, MN 55403

RE: Option Agreement Dated March 8, 1996 between NRG Energy, Inc. and
NRG Generating (U.S.) Inc. (formerly O'Brien Environmental Energy, Inc.)

Dear Tim:

NRG Energy, Inc. hereby exercises its option to convert \$3 million in principal amount of the outstanding loan to NRGG (Schuylkill) Cogeneration, Inc. into common stock of NRG Generating (U.S.) Inc. pursuant to Section 2 of the above-referenced Option Agreement effective as of September 19, 1997 (which is fifteen business days from today).

As of September 19, 1997, NRG Energy will exchange the existing Note for (i) a new Note reflecting a maximum principal amount of \$7 million (a proposed draft of which is attached hereto) and (ii) 396,255 new shares of NRG Generating Common stock (which is 5.767% of the number of shares outstanding on April 30, 1996, assuming the issue of such 396,255 option shares on that date). In addition, as of the date of the exchange NRG Energy will record in the Register (as such term is defined in the underlying Loan Agreement) a \$3 million prepayment of principal by NRGG (Schuylkill) Cogeneration.

Please coordinate the exchange of Notes and the issuance of the option shares with Jim Bender and Brian Bird.

Sincerely,

/s/ Craig A. Mataczynski

cc: Jim Bender, Brian Bird
NRG Generating Board Members (w/o encl.)