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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

July 28, 2005

NRG Energy, Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-15891

41-1724239

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

211 Carnegie Center, Princeton, New Jersey

08540

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

609-524-4500

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

[Top of the Form](#)

Item 1.01 Entry into a Material Definitive Agreement.

On July 28, 2005, the Board of Directors of NRG Energy, Inc., or NRG, approved an additional \$10,000 per annum cash retainer for the Chairs of each Board committee other than the Audit Committee or ad hoc committees. At this time, there are two Board committees other than the Audit Committee: the Governance and Nominating Committee and the Compensation Committee, the Chairs of which will now receive a total cash retainer of \$76,000 each with this increase. Chairs of committees, other than ad hoc committees, formed after July 28, 2005 will also receive the additional \$10,000 increase to their cash retainers.

On July 28, 2005, the Board of Directors of NRG approved grants, effective August 1, 2005, pursuant to NRG's Long Term Incentive Plan to employees of NRG including the following executive officers who were named executive officers in NRG's Proxy Statement for the annual meeting of stockholders held on May 24, 2005: Robert C. Flexon, Executive Vice President and Chief Financial Officer; John P. Brewster, Executive Vice President, International Operations and President, South Central Region; Scott J. Davido, Executive Vice President and President, Northeast Region; and Timothy W. J. O'Brien, Vice President and General Counsel. The grants, which include restricted stock units, non-qualified stock options and performance units, are set forth in the August 1, 2005 Executive Officer Grant Table, which is filed as Exhibit 10.1 to this current report on Form 8-K.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On August 1, 2005, Kevin T. Howell, 47, joined NRG as Executive Vice President, Commercial Operations. Mr. Howell will lead NRG's multi-commodity commercial operations function, including the fuel and emissions procurement and trading, power trading and marketing, and structure and analysis groups. Mr. Howell's annual base salary is \$365,000, with a one-time signing bonus of \$350,000. He is eligible to participate in NRG's Annual Incentive Plan and will be eligible for a target incentive award of 75% of his base salary delivered in cash and deferred stock units, or DSUs, and an additional opportunity to receive 25% of his base salary also delivered in cash and DSUs. He is also eligible to participate in NRG's Long Term Incentive Plan and received on August 1, 2005, a one-time hiring grant of 163,000 restricted stock units pursuant to the following schedule: (i) 20,000 units which vest each year on the grant anniversary date of August 1, 2005; and (ii) 63,000 units which vest on the third grant anniversary date. Mr. Howell is eligible to participate in NRG's 401(k) plan and will receive relocation benefits per NRG's relocation policy, as well as change-in-control, general severance and other NRG benefits. There are no family relationships between Mr. Howell and any officer or director of NRG or any transactions with NRG, other than his Letter Agreement, dated June 21, 2005, which is filed as Exhibit 10.2 to this current report on Form 8-K.

Since October 2001, Mr. Howell served as President of Dominion Energy Clearinghouse, the organization responsible for asset monetization across Dominion's exploration and production, generation, transmission and delivery companies. Prior to his work at Dominion, he led various functions within Duke Energy Merchants, Duke Energy International and Duke Energy Trading and Marketing. From April 1995 to September 2001, Mr. Howell served in a number of executive positions at Duke Energy and last served, from June to September 2001, as Executive Vice President of Duke Energy Merchants where he managed a global trading group dealing in refined products, LNG and coal. Prior to his five years at Duke, Mr. Howell worked in a variety of trading, marketing and operations functions at MG Natural Gas Corp., Associated Natural Gas and Panhandle Eastern Pipeline.

Item 9.01 Financial Statements and Exhibits.

Exhibit No./Description

10.1 NRG Energy, Inc. August 1, 2005 Executive Officer Grant Table.

10.2 Letter Agreement, dated June 21, 2005, between NRG Energy, Inc. and Kevin T. Howell.

[Top of the Form](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NRG Energy, Inc.

August 3, 2005

By: */s/ Robert C. Flexon*

Name: Robert C. Flexon

Title: Executive Vice President and Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	August 1, 2005 Executive Officer Grant Table
10.2	Letter Agreement, dated June 21, 2005, between NRG Energy, Inc. and Kevin T. Howell

NRG Energy, Inc.
August 1, 2005 Executive Officer Grant Table

<u>Name</u>	<u>Title</u>	<u>Grants under the Long Term Incentive Plan</u>		
		<u>Restricted Stock Units (1)</u>	<u>Non-Qualified Stock Options (2)</u>	<u>Performance Units (3)</u>
<u>Robert C. Flexon</u>	Executive Vice President and Chief Financial Officer	<u>3,000</u>	<u>19,000</u>	<u>6,000</u>
<u>John P. Brewster</u>	Executive Vice President, International Operations and President, South Central Region	<u>2,000</u>	<u>10,000</u>	<u>3,000</u>
<u>Scott J. Davido</u>	Executive Vice President, Northeast Region	<u>2,000</u>	<u>10,000</u>	<u>3,000</u>
<u>Timothy W. J. O'Brien</u>	Vice President and General Counsel	<u>700</u>	<u>5,000</u>	<u>1,300</u>

- (1) Each Restricted Stock Unit ("RSU") is equivalent to one share of NRG Energy, Inc.'s ("NRG") Common Stock, par value \$0.01. The executive officer will receive from NRG one such share of Common Stock for each RSU on August 1, 2008.
- (2) Non-Qualified Stock Options will vest and become exercisable as follows: 33 1/3% on August 1, 2006, 33 1/3% on August 1, 2007, and 33 1/3% on August 1, 2008. Vested options will be exercisable for six years.
- (3) The executive officer was issued Performance Units ("PU's") by NRG under its Long Term Incentive Plan on August 1, 2005. Each PU will be paid out on August 1, 2008 if the average closing price of NRG's Common Stock for the ten trading days prior to August 1, 2008 (the "Measurement Price") is equal to or greater than \$54.50 (the "Target Price"). The payout for each PU will be equal to: (i) one share of Common Stock, if the Measurement Price equals the Target Price; (ii) a pro-rated amount in between one and two shares of Common Stock, if the Measurement Price is greater than the Target Price but less than \$63.75 (the "Maximum Price"); and (iii) two shares of Common Stock, if the Measurement Price is equal to or greater than the Maximum Price.

June 21, 2005

Kevin Howell
[ADDRESS]

Dear Kevin:

I am pleased to confirm our offer for the position of Executive Vice President, Commercial Operations for NRG Energy, Inc. This position will report to me and is located at the Company's corporate office located in Princeton, NJ. The key elements of our offer are summarized below:

Base Salary – Your annual salary will be \$365,000 paid on a bi-weekly basis.

Start Date – Your first day of employment will be August 1, 2005.

Signing Bonus – In addition to the base salary, the company shall pay a one-time signing bonus of \$350,000 (gross) payable in a single lump sum payment; provided, however, that you agree to reimburse the Company, on a pro-rata basis if prior from one year from your start date, you terminate your employment with the Company.

Personal Time Off/Holidays – You will accrue personal time off (PTO) at the rate of 16.67 hours per month for a total of 25 days per year (pro-rated). Additionally, our holiday program provides you with 8 company-scheduled holidays, and 3 annual “floating” holidays (pro-rated) that you may schedule as mutually agreed with your manager. You will receive 1 floating holiday in 2005.

Incentive – You will be eligible to participate in the NRG Incentive Plan as defined by the CEO. You will be eligible for a target incentive award of 75% of your base salary (delivered 50% cash and 50% deferred stock units) and, in addition, a stretch incentive opportunity of 25% of base salary (delivered 35% cash and 65% deferred stock units).

Long-Term Incentive – Subject to NRG Board approval, you will be eligible to participate in the NRG Long-Term Incentive Plan and will receive a one-time special hiring grant of 163,000 restricted stock units pursuant to the following schedule: (i) 20,000 units vesting each year on the grant anniversary date, which is August 1, 2005, and (ii) 63,000 units vesting on the third grant anniversary date. The terms and provisions of the plan described in this letter are governed by the legal plan document and subject to Board approval. If there are any discrepancies between this letter and the plan document, the plan document will govern.

401(k) Plan - The 401(k) plan allows pre-tax contributions of up to 100% of pay up to the maximum IRS compensation limit, with the company matching 100% of the first 3% you contribute, plus 50% of the next 2%. After tax contributions may be made as well, up to 10% of pay. The employer match is made every pay period and is 100 percent vested once credited. You are eligible to begin participating as soon as you receive your first paycheck.

Relocation – You will be provided benefits per the attached NRG Relocation Policy.

Benefits & Programs – You will be eligible to participate in NRG's Benefits Plan and related HR programs beginning on your start date.

CIC/General Severance – Subject to NRG Board approval, you will be provided with a Change-in-Control and a General Severance benefit as defined in the respective plan document. Your Change-in-Control benefit is equal to 2.99 times your base plus maximum target annual incentive, (incentive is defined as average maximum target for 2005; for 2006, incentive is defined as average maximum target plus actual 2005 incentive payout; thereafter, a 3-year average incentive payout) and your General Severance benefit will be equal to 1.5 times your base salary. A signed general release is required to recognize payment under the above-mentioned benefit. All benefits stated here are subject to the terms and conditions as stated in the governing plan document.

Our offer of employment is contingent upon your successful completion of NRG's reference checks, pre-employment drug screening, and security background investigation. Please note that the state of New Jersey is an employment-at-will state and signing this letter does not create a contract of employment with NRG. Your signature indicates your intent to commence employment with NRG on the date specified above.

If you have any questions regarding any aspect of this offer, please contact me at 609-524-4511.

Kevin, I am excited by the prospect of you joining NRG. I know that you will make a great contribution and we look forward to having you on our team. Please confirm receipt and acceptance of this offer by faxing a copy of this signed letter to Denise Wilson at (609) 524-4530 by July 1, 2005 and return the original signed offer letter prior to your start date.

Sincerely,

/s/ David Crane

David Crane
President & CEO
NRG Energy, Inc.

Enclosures

/s/ Kevin Howell

ACCEPTANCE

Kevin Howell

June 25, 2005

DATE