



6345 Dixie Road, Suite 200  
Mississauga, Ontario L5T 2E6

T 1-866-587-8674  
F 1-888-548-7690

October 22, 2012

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 400 North Street  
2nd Floor, Room N 201  
Harrisburg, PA 17102

RECEIVED  
2012 OCT 22 PM 3:48  
PA PUC  
SECRETARY'S OFFICE

**Re: Just Energy Pennsylvania Corp. Natural Gas Supplier, Broker/Marketer, Aggregator License Application, Docket No. A-2009-2098011**

Dear Secretary Chiavetta:

Just Energy Pennsylvania Corp. ("Just Energy") filed an application to expand its natural gas supplier ("NGS") license to all utility service territories throughout the Commonwealth of Pennsylvania in June 2011. In the Pennsylvania Public Utility Commission's ("Commission") Order of December 28, 2009 at this Docket, submission of a Status Report describing Just Energy's compliance history for itself and its affiliates over an eighteen (18) month period was set as a condition of its' initial NGS License. Just Energy submits that the Status Report should be considered officially due on December 10, 2012, which is sixty days prior to the end of the eighteen (18) month period. In view of the proximity of this due date, Just Energy is submitting an Interim Status Report on its' compliance history at this time and will submit to the Commission a final version of the Status Report on or around December 10, 2012. Just Energy is also providing required documentation from natural gas utilities stating the company has met the sufficient bonding/financial security requirements to begin operating in their service territories. Finally, due to the passage of time since the filing of this application, it is necessary to update the information provided in the application with several amendments to the application. One of those amendments revises the application from a request for state wide authority, to an expansion of Just Energy's license to specific additional natural gas distribution company territories. Therefore, in accordance with 52 Pa. Code §§ 5.91(a), 54.34 and the Commission's Final Order of December 28, 2009 in Docket No. A-2009-2098011, attached is an original of the following documents. **Please note that several of these documents, in part, contain information that is proprietary and confidential. Under Commission procedures, this information should be treated by the Commission as confidential and should not be included in the Commission's public document folder. Unredacted versions of these documents are being submitted in a sealed envelope marked "Proprietary and Confidential":**

- Status Report referenced in the December 28, 2009 Commission Order in Docket No. A-2009-2098011 (**Proprietary and Confidential**);
- The following amendments to Just Energy Pennsylvania Corp.'s NGS license expansion application filed in June 2011 in accordance with 52 Pa. Code §§ 5.91(a), 62.105:
  - 1 Predecessor
  - 2 (a) Contact
  - 2 (b) Contact-Pennsylvania Emergency Management Agency
  - 6 Affiliates operating in Pennsylvania
  - 6 Explanation of affiliation
  - 6 Predecessors
  - 8 Proposed operations
  - 10 Proposed NGDC Service Territories
  - 11 Customers to which applicant proposes to provide service
  - 12 Proposed start date
  - 16 Contact for customer service complaints
  - Appendix A - Officers included in Tax Certification Statement
  - Appendix B - Staff approved Disclosure Statement
  - Appendix F - Compliance (**Proprietary and Confidential**)
  - Appendix H - Experience of Key Operating Personnel
  - Appendix J - Proof of Natural Gas Distribution System Bonding Requirements

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,



Charles C.S. Iannello  
 Director, U.S. Regulatory Affairs  
 (217) 899-2537  
 ciannello@justenenergy.com

CC: Mr. James Shurskis (w/Proprietary and Confidential materials)  
 Mr. Paul Diskin  
 Mr. Anthony Rametta  
 Mr. David Mick  
 Mr. Daniel Mumford

RECEIVED  
 2012 OCT 22 PM 3:48  
 PA PUC  
 SECRETARY'S OFFICE

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Just Energy Pennsylvania Corp., for approval to offer, render, furnish, or as a(n) Supplier, Broker/Marketer, and Aggregator of Natural Gas to the public in the Commonwealth of Pennsylvania.

A-2009-2098011

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

**Just Energy Pennsylvania, Corp.**  
6345 Dixie Rd, Suite 200  
Mississauga, ON L5T 2E6 Canada  
Phone: (905) 670-4440  
Fax: (905) 564-6069

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

**Pennsylvania Energy Savings Corporation**  
6345 Dixie Rd., Suite 200  
Mississauga, ON L5T 2E6 Canada

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

**Diana Swisher Burckhart**  
Manager, Regulatory Affairs  
6345 Dixie Rd, Suite 200  
Mississauga, ON L5T 2E6 Canada  
Phone: 484-467-4782  
Fax: 905-564-6069

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address telephone number and FAX number of the person with whom contact should be made by PEMA:

**Diana Swisher Burckhart**  
Manager, Regulatory Affairs  
6345 Dixie Rd, Suite 200  
Mississauga, ON L5T 2E6 Canada  
Phone: 484-467-4782  
Fax: 905-564-6069

RECEIVED  
2012 OCT 22 PM 3:50  
PA PUC  
SECRETARY'S BUREAU

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

- \* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

**or**

The Applicant is a:

- domestic corporation (none)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other \_\_\_\_\_

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

**Please see appendix E.**

Give name and address of officers.

**Please see appendix F.**

The Applicant is incorporated in the state of **Delaware**.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

Affiliate(s) of the Applicant doing business in Pennsylvania are:

1. **Commerce Energy, Inc.**
2. **Hudson Energy Services, LLC.**

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

**Commerce Energy Inc**  
1 Centerpoint Drive  
La Palma, CA 90623

**Hudson Energy Services, LLC.**  
6345 Dixie Road, Suite 200  
Mississauga, ON L5T 2E6  
Canada

The Affiliates are not jurisdictional utilities, rather brokers/marketers in the business of supplying natural gas.

Does the Applicant have any affiliation with or ownership interest in:

(a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,

**Hudson Energy Services, LLC and Commerce Energy, Inc.**

(b) any other Pennsylvania retail licensed electric generation supplier or license applicant,

**Hudson Energy Services, LLC and Commerce Energy, Inc.**

(c) any Pennsylvania natural gas producer and/or marketer,

**No.**

(d) any natural gas wells or

**No.**

(e) any local distribution companies (LDCs) in the Commonwealth

**No.**

If the response to parts a, b, c, or d above is affirmative, provide a detailed description and explanation of the affiliation and/or ownership interest.

**Hudson Energy Services, LLC and Just Energy Pennsylvania Corp. are affiliates and owned by the same parent company Just Energy Group, Inc. Just Energy Group Inc. is a publicly traded corporation (NYSE: JE and TSX: JE)**

**Commerce Energy, Inc. and Just Energy Pennsylvania Corp. are affiliates and owned by the same parent company Just Energy Group, Inc. Just Energy Group Inc. is a publicly traded corporation (NYSE: JE and TSX: JE)**

Provide specific details concerning the affiliation and/or ownership interests involving:

(a) any natural gas producer and/or marketers,

**None.**

(b) any wholesale or retail supplier or marketer of natural gas, electricity, oil, propane or other energy sources.

**None.**

Provide the Pa PUC Docket Number if the applicant has ever applied:

(a) for a Pennsylvania Natural Gas Supplier license, or

**A-2009-2098011**

(b) for a Pennsylvania Electric Generation Supplier license.

**A-2009-2097544**

If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

Pennsylvania Energy Saving Corporation  
6345 Dixie Road  
Mississauga, ON, L5T 2E6 Canada

This was not a jurisdictional public utility

**or**

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline.
  - municipal providing service outside its municipal limits.
  - local gas distribution company
  - retail supplier of natural gas services in the Commonwealth
  - a natural gas producer
  - Other. (Identify the nature of service being rendered.)

**or**

- The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- supplier of natural gas services.
- Municipal supplier of natural gas services.
- Cooperative supplier of natural gas services.
- Broker/Marketer engaged in the business of supplying natural gas services.
- Aggregator engaged in the business of supplying natural gas services.
- Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

**Just Energy Pennsylvania, Corp. will provide residential, commercial and industrial customers with natural gas programs that reduce or eliminate their exposure to changes in the price of the commodity and market-based pricing products; as well as environmentally friendly energy solutions offerings.**

10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.

**Just Energy Pennsylvania, Corp. proposes to expand its license to market the following NGDC service territories:**

- PECO
- National Fuel Gas Distribution Corp.
- UGI
- UGI Central Penn
- UGI Penn Natural

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- Residential Customers
- Commercial Customers - (Less than 6,000 Mcf annually)
- Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services on **November 1, 2012** (approximate date).

13. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky  
Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120-1921

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

William R. Lloyd, Jr.  
Commerce Building, Suite 1102  
Small Business Advocate  
300 North Second Street  
Harrisburg, PA 17101

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

Any of the following Natural Gas Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

<p><b>Valley Energy Inc.</b> Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664                      FAX: 570.888.6199 email: <a href="mailto:rcrocker@ctenterprises.org">rcrocker@ctenterprises.org</a></p>	<p><b>National Fuel Gas Distribution Corp.</b> David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483                      FAX: 716.857.7479 e-mail: <a href="mailto:wolfordd@natfuel.com">wolfordd@natfuel.com</a></p>
<p><b>UGI Central Penn</b> David Beasten 2525 N. 12<sup>th</sup> Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p><b>The Peoples Natural Gas Company</b> Joe Gregorini                                      <u>or</u> Bill McKeown 625 Liberty Avenue Pittsburgh, PA 15222 e-mail: <a href="mailto:jgregorini@png.cng.com">jgregorini@png.cng.com</a> PH: 412.497.6851                                      <u>or</u> 412.497.6840 FAX: 412.497.6630</p>
<p><b>T. W. Phillips Gas and Oil Company</b> Robert M. Hovanec 205 North Main Street Butler, PA 16001 PH: 724.287.2725                      FAX: 724.287.5021 e-mail: <a href="mailto:rhovanec@twphillips.com">rhovanec@twphillips.com</a></p>	<p><b>UGI</b> David Beasten 2525 N. 12<sup>th</sup> Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>
<p><b>UGI Penn Natural</b> David Beasten 2525 N. 12<sup>th</sup> Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p><b>Equitable Gas Company</b> Jerald Moody 225 North Shore Drive Pittsburgh, PA 15212-5352 PH: 412.395.3209                      FAX: 412.395.3335</p>

<b>Carnegie Natural Gas Company</b> Donald A. Melzer 800 Regis Avenue Pittsburgh, PA 19236 PH: 412.655.8510 ext. 331                      FAX: 412.655.0335	<b>Columbia Gas of PA, Inc.</b> Heather Bauer 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.5554 FAX: 614.460.4291
<b>Philadelphia Gas Works</b> Douglas Moser 800 West Montgomery Avenue Philadelphia, PA 19122 email: <a href="mailto:douglas.moser@pgworks.com">douglas.moser@pgworks.com</a> PH: 215.684.6899	<b>PECO</b> Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 Email: <a href="mailto:carlos.thillet@exeloncorp.com">carlos.thillet@exeloncorp.com</a> PH: 215.841.6452

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.

**Please see Appendix C.**

14. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.

**Please see Appendix A.**

15. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

**Please see Appendix F.**

16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

- a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

**Venessa Anesetti, Manager –Compliance and Regulatory Administration Manager**  
**6345 Dixie Rd., Suite 200, Mississauga ON L5T 2E6 Canada**  
**Phone: (905) 795 3574**  
**Fax: 1-866-299-3749**

- b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.

**Please see Appendix B**

- c. If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.

**Please see Appendix B**



17. **FINANCIAL FITNESS:**

A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published parent company financial and credit information.
- Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements

**Please see Appendix G**

- Such other information that demonstrates Applicant's financial fitness.

**Please see Appendix G**

B. Applicant must provide the following information:

- Provide proof of compliance with bonding/credit requirements for each NGDC the applicant is proposing to provide service in. This requirement is designated by each NGDC and can commonly be found in the NGDC supplier tariff.

**Please see Appendix J**

- Identify Applicant's chief officers including names and their professional resumes.

**Please see Appendix H**

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

**Patrick Chan, VP, Taxation  
6345 Dixie Rd, Suite 200, Mississauga, ON L5T 2E6  
Phone: 905 670 4440 Ext. 73567 Fax: 905 564 6069**

18. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by natural gas utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.
- A copy of any Federal energy license currently held by the Applicant.
- Proposed staffing and employee training commitments.
- Business plans.

**Please see Appendix I**

# Appendix B

## Sample Agreement and Disclosure Statement

RECEIVED  
2012 OCT 22 PM 3:50  
PA PUC  
SECRETARY'S BUREAU



# NATURAL GAS AND ELECTRICITY RATE FLEX PRO PROGRAM (Customer Agreement)

P.O. Box 2210, Buffalo, New York 14240-2210  
☎ 1.866.587.8674 ☎ 1.888.548.7690 ☎ justenergy.com ☎ cseast@justenergy.com

SVC

## Customer Information

The Customer is responsible for ensuring the accuracy of the information set out below. Signing Date:

This Agreement is for a:  Home  Business

Account Holder ("Customer", as written on utility bill. Provide full legal name if a business): \_\_\_\_\_

Billing Address: Unit Number: \_\_\_\_\_ Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_  
 City: \_\_\_\_\_ State: PA Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Best Time to Contact: \_\_\_\_\_ Preferred Phone (with ext.): \_\_\_\_\_ Alternative Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Service Address is:  Same as Billing Address OR Unit Number: \_\_\_\_\_ Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_

If You Use Each Month	Your Natural Gas Cost Will Be (Based on the Intro Price)	If You Use Each Month	Your Electricity Cost Will Be (Based on the Intro Price)
15 Ccf	\$ _____	500 kWh	\$ _____
80 Ccf	\$ _____	1,000 kWh	\$ _____
120 Ccf	\$ _____	2,000 kWh	\$ _____

Costs shown above do not include JustGreen Prices

## Customer Disclosure Statement (Essential Agreement Information)

Customer appoints Just Energy, Pennsylvania Corp. ("Just Energy") to supply its Location(s) with natural gas and/or electricity commodity ("Energy"), as applicable (also referred to herein as "Electricity" or "Natural Gas"), for a Term of 5 years. By signing this Agreement, Customer agrees to initiate commodity service and begin enrollment with Just Energy. I, the Customer, understand and accept:

- This Agreement does not guarantee financial savings. However, at the end of your Term, if the Volume Weighted Average Utility Price is less than the Volume Weighted Average Just Energy Price, we will credit you \$100 for each commodity included in this Agreement (as calculated in para 5.4)
- This Agreement is with Just Energy, a competitive energy supplier, and not with my Utility, the government or any consumer group.
- By signing for the *Natural Gas Rate Flex Pro Program*, I agree to buy natural gas and JustGreen Gas (if selected) from Just Energy at the Price and for the Term set out above. If I enrolled in JustGreen Gas, depending on my selected level of participation, Just Energy will offset 0% or 100% of the carbon emissions relating to my metered natural gas consumption based on the participation level I selected.
- By signing for the *Electricity Rate Flex Pro Program*, I agree to buy electricity and JustGreen Power (if selected) from Just Energy at the Price and for the Term set out above. If I enroll in JustGreen Power, depending on my selected level of participation, Just Energy will ensure that an amount of electricity equal to 0% or 100% of my metered electricity consumption is generated from renewable sources and injected into the electricity grid.
- This Agreement covers the cost of natural gas and/or electricity. The price listed below includes the cost of the commodity, which includes estimated total state taxes and excludes applicable PA sales taxes. Regulated delivery, transportation, and other charges (or credits) are charged by the Utility.
- By signing for the *Natural Gas and/or Electricity Rate Flex Pro Program*, I agree to an introductory fixed price, the Intro Price, for the first twelve billing cycles and thereafter be a Variable Price for the remainder of the Term. Changes to the Variable Price will be determined by business and market conditions (see para. 5).
- The law provides that I may cancel this Agreement up to 3 business days after I receive a copy of this Agreement. There is no charge or penalty for cancelling this Agreement early.
- To request cancellation, I must contact Just Energy by telephone, mail, e-mail, or fax.
- Just Energy is licensed by the Pennsylvania Public Utilities Commission (PAPUC) to offer and supply natural gas and electricity supply services in Pennsylvania.
- You will receive one bill from your Natural Gas Distribution Company (NGDC) and/or your Electric Distribution Company (EDC) for both their charges and our charges.

I, THE CUSTOMER, MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT OF THIS AGREEMENT WITHOUT PENALTY. I HAVE BEEN PROVIDED WITH AND READ THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CUSTOMER SIGNATURE: \_\_\_\_\_ PRINT NAME & TITLE: First Last Title (if a business)

I have received a completed and signed copy of this Agreement, and I have read and agree to the Disclosure Statement and Terms of Service forming part of this Agreement. I am at least 18 years old and I have signing authority.

### Natural Gas Rate Flex Pro Program

12 Month Intro Price/Starting Variable Price (\$/Ccf)	JustGreen % Offset Gas	JustGreen Gas Price (\$/Ccf)	My Price (Intro Price/Starting Variable Price (\$/Ccf))	My Price After Starting Variable Price (\$/Ccf)	<input checked="" type="checkbox"/>	Authorization
\$ _____	100%	\$0.10	\$ _____	Variable Price + \$0.10	<input type="checkbox"/>	Customer selects the Term, Natural Gas Price and JustGreen Gas Price as indicated.
	0%	\$0.00	\$ _____	Variable Price	<input type="checkbox"/>	Customer Signature

Natural Gas Account Number (a "Location"): \_\_\_\_\_  Columbia Verification Code: \_\_\_\_\_ Gas Contract ID (for office use only): \_\_\_\_\_

### Electricity Rate Flex Pro Program

12 Month Intro Price/Starting Variable Price (¢/kWh)	JustGreen % Renewable Energy	JustGreen Power Price (¢/kWh)	My Price (Intro Price/Starting Variable Price (¢/kWh))	My Price After Starting Variable Price (¢/kWh)	<input checked="" type="checkbox"/>	Authorization
_____ ¢	100%	\$0.10	_____ ¢	Variable Price + 1.0¢	<input type="checkbox"/>	Customer selects the Term, Electricity Price and JustGreen Power Price as indicated.
	0%	\$0.00	_____ ¢	Variable Price	<input type="checkbox"/>	Customer Signature

Electricity Account Number (a "Location"): \_\_\_\_\_  Duquesne Verification Code: \_\_\_\_\_ Electricity Contract ID (for office use only): \_\_\_\_\_

Sales Representative Information		Third Party Verification Information	
Source Code: _____	Valid Permit: <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes	TPV ID: _____	TPV Name (print): _____
Sales Representative Number: _____	Permit Number (if applicable): _____	Sales Representative Signature: _____	

**9. Cancellation Provisions, Default.** If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early End Date. This Agreement will be cancelled if you move to a new Location. **Your Right to Cancel:** You can end this Agreement without having to pay a penalty at any time. **Our Right to Cancel:** We can end this Agreement, at no cost to us, if: (i) required/allowed by law; (ii) the Utility is unable to service your Location; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; or (v) you fall into "Default". If we choose to cancel this Agreement you will be provided the required notification. You will be in Default if you (a) breach a term of this Agreement or your Utility's rules; or (b) switch to another energy supplier, including the Utility.

**10. Terms & Renewal.** If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date, we will send you advance written notices at about 90 days and 45 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 45 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications.

**11. Dispute Procedures.** You may contact us by phone, email, mail, or fax with any questions concerning our terms of service. Just Energy will make every effort to resolve all customer complaints within 10 days of receipt. You may call the PAPUC if you are not satisfied after discussing your terms with us: Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a name or unnamed member in a class, consolidated, representative or private attorney general action.

**12. Governing Law.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

**13. Inability to Perform.** You accept that certain events beyond our control, including force majeure events declared by our direct or indirect suppliers, may affect our ability to supply Gas or JustGreen at your Price. If this happens, we may, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Agreement until as soon as we are reasonably able to resume performance. This Agreement will otherwise remain in full effect.

**14. Limitation of Liability.** Our liability under this Agreement is limited to direct actual damages. We are not responsible for incidental, consequential, punitive, or indirect damages, lost profits or lost business or for any act or omission of your Utility.

**15. Customer Information, Credit Review.** You authorize us to access, use and update information about you (including contact, billing and credit history, and historical billing data), and to obtain it from and provide it to your Utility and our service providers. You authorize us, our affiliates and business partners to use your information to communicate with you about other products and services. You may notify us at any time that you wish to restrict the release of any of your customer information provided on the cover page as well as your historical billing data by notifying us through mail, email, telephone, or fax. After such notification is received, your information will be restricted subject to Governing Law.

**16. Notice.** We will send written notices relating to this Agreement to your billing address (as may be amended from time to time). At our discretion (if, for example, there is a fault with regard to your billing address), we may instead send notices to your service address (as may be amended). You must send written notices to us at our address listed on the Customer Agreement and be able to give proof of delivery upon request. If a change in Governing Law necessitates that a group of customers be given a general notice, we may give it by posting it on our website at [justenergy.com](http://justenergy.com).

**17. Contact Information.** Just Energy Inc., P.O. Box 2210, Buffalo, New York 14240-2210, Phone: 1.877.226.5392, Fax: 1.888.548.7690 Email: [contactus@justenergy.com](mailto:contactus@justenergy.com), Website: [justenergy.com](http://justenergy.com). **Provider of Last Resort.** Columbia Gas of Pennsylvania, 121 Champion Way, Suite 100, Canonsburg, PA, 15317. Phone: 1.888.460.4332. Columbia Gas of Pennsylvania's universal services fund can be contacted at 1.800.537.7431. **Pennsylvania Public Utility Commission (PAPUC).** PO Box 3265, Harrisburg, PA 17105-3265. PA Utility Choice Hotline Number: 1.800.692.7380. Website: [www.puc.state.pa.us](http://www.puc.state.pa.us)

**18. Amendment, Assignment.** We may amend this Agreement by sending you written notice. Unless required by Governing Law (including, for example, a Utility tariff change or other regulatory order), you will have 30 days to reject the amendment, in writing. We will not amend the Term or Price without your consent. We may assign any part of our interest in this Agreement, including to another energy services company, without notice to you or your consent. You cannot assign your rights or obligations without our consent.

**19. Miscellaneous.** This Agreement is the entire contract between you and us. It can only be amended if agreed to by Just Energy's head office in a written notice to, or recorded telephone call with, you. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. If a part of this Agreement is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. If our name does not appear on your Utility bill within 12 months of the anticipated Start Date and you have not contacted us in writing to implement this Agreement; or if we are unable to implement this Agreement for reasons beyond our control; then it will be deemed cancelled at no cost to either you or us. No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights.

Just Energy, Inc.



Executive Vice President

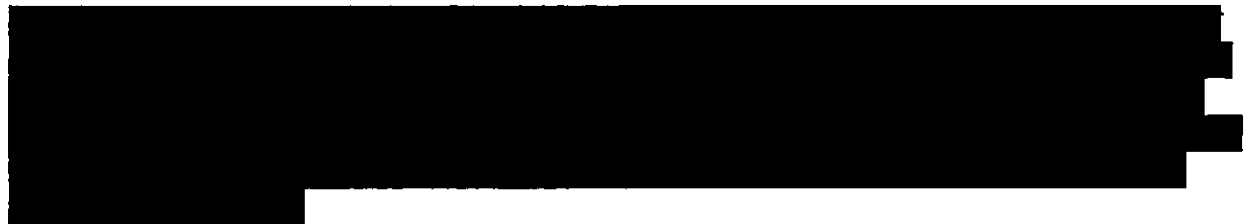
## APPENDIX F

### Compliance

As a large corporation and with more than a thousand employees and multiple lines of business operating in nearly all U.S. States and Canadian provinces that are open to energy competition, Just Energy Group, Inc., the parent company of Just Energy Pennsylvania Corp., and its subsidiaries are regularly subject to a number of corporate reviews and suits involving a variety of corporate issues that are not related to its provision of energy service to retail customers. Just Energy has only included in this report matters relating to its provision of customer energy service and regulatory compliance.

Just Energy Group, Inc.'s subsidiaries serve nearly two million customers and, like all companies of this size, receive a number of informal inquiries and complaints from individual customers across all jurisdictions. Informal inquiries and complaints are not included in this response as Section 5, Compliance, only requires "formal" matters.

**Below are pending matters related to business in U.S. jurisdictions:**



Just Energy Illinois Corp. formerly known as Illinois Energy Savings Corp. ("IESC"): In March 2008, in ICC Docket No. 08-0175, the Citizens Utility Board ("CUB") and other parties filed a complaint against IESC alleging violations of Article XIX of the Illinois Public Utilities Act and other laws and administrative code. In April 2010, the Illinois Commerce Commission issued its Final Order in Docket No. 08-0175, which found eight individual violations of subsection 19-115(c) of the Illinois Public Utilities Act, by failing to obtain verifiable authorization of a switch, a single violation of subsection 19-115(f) for inaccurate price disclosures in marketing materials, and a single violation of the Standards of Conduct in gas utility tariffs. There was no finding of a violation of the Consumer Fraud and Deceptive Business Practices Act. Further, there was a finding that IESC had not violated the common law prohibition against unreasonable liquidated damages. IESC was ordered to pay a fine of \$90,000, undergo an audit, and implement corrective measures to ensure future adherence to Illinois laws and regulations. After a one year delay due to administrative matters on the side of the State, the audit commenced April 2011 and concluded January 2012. Just Energy filed its

response to the audit agreeing to adopt all audit recommendations and is in the process of finalizing this matter.

New York Public Service Commission (NYPSC) - Case No. 12-M-0113 involves a formal complaint by customer Metro Eleven Hotels/Hersha Hospitality against Just Energy New York Corp. Customer alleges that Just Energy engaged in slamming in enrolling the account in question and the OCS conclusion that slamming did not occur. Comments are due by May 4. Customer previously filed two informal complaints regarding this same matter in which the NYPSC Staff found no wrongdoing on the part of Just Energy and dismissed the complaints. As of October 3, 2012 there had been no further action on this matter.

**Below are resolved matters related to business in U.S. jurisdictions:**

Pennsylvania Public Utility Commission - Docket No. C-2011-2235066 - Heather Douglas vs. PECO Energy. On April 27, 2011, PECO Energy Company ("PECO") filed a motion to join Commerce Energy as an indispensable party to this docket and as a result we were added to this case. The customer disputed her unpaid balance that included mainly Commerce Energy related energy charges that PECO paid us under the POR process but never received payment for from the customer. This Complaint was resolved by a Certificate of Satisfaction filed with the Commission on April 24, 2012.

Pennsylvania Public Utility Commission - Docket No. C-2010-2193415 - E.C. Smart v. Commerce Energy, Inc. This Complaint was filed against Commerce Energy on August 2, 2010. The customer disputed her unpaid balance claiming she never agreed to switch to ACN/Commerce. A hearing was held in October 2011. The case was dismissed as the complainant didn't show. An order was released in January 2012 setting a new hearing date because the original dismissal was sent to the wrong address. On April 17, 2012 another hearing was held and the complainant again was a no-show. The Commission dismissed the Complaint with prejudice on July 13, 2012.

Public Utility Commission of Texas - Docket No. 40213, SOAH Docket No. 473-12-5686: Complaint of Nancy Arreguin and Jose Arreguin against Hudson Energy Services, LLC. Large commercial customer complaint filed on March 6, 2012 claiming improper assessment of an early termination fee. In an effort to resolve the matter, Hudson waived the fee and filed a motion to dismiss based on the fact that there were no claims to adjudicate. As of April 17, 2012, customer notified the PUCT that it intends to file a withdrawal of claim. The proceeding was dismissed on May 16, 2012.

Just Energy Illinois Corp. formerly known as Illinois Energy Savings Corp. ("IESC") -- Illinois Attorney General (ILAG) -- In February 2009, the ILAG brought suit against IESC related to allegations that IESC used deceptive sales tactics and promised savings to customers, which conduct, if proven, would in ILAG's view have amounted to conduct in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act. This complaint contained substantially the same allegations as the complaint filed by Citizens Utility Board in Docket No. 08-0175 before the Illinois Commerce Commission. In May 2009, the ILAG and IESC entered into a settlement agreement. The ILAG and IESC agreed to a stipulated final judgment and consent

decree. Although IESC denied the allegations in the suit, it agreed to: i) pay restitution to Illinois consumers; ii) provide eligible consumers with notice of the settlement within 30 days and notice regarding the submission of claim forms to access the restitution funds; iii) allow current eligible customers to cancel contracts without paying an early termination fee; iv) ensure that all marketing material had full disclosures regarding the type of product, the conditions of service and any existence of early contract termination fees; v) cap any early termination fees at \$50; and vi) investigate and terminate sales representatives who were proven to have misled consumers, to have provided false information during solicitations or to have forged contracts or agreements. No violations of the Consumer Fraud and Deceptive Business Practices Act were found in this proceeding.

Just Energy Indiana Corp. formerly known as Indiana Energy Savings Corp. (“IESC”) – Pamela Tillman vs. U.S. Energy Savings Corp. 1:08-cv-01641 (United States District Court, Northern District of Illinois, Eastern Division) On March 20, 2008, an Indiana resident filed a proposed consumer class action against IESC in Illinois also based on allegations similar to those made by the Illinois Attorney General. The matter was voluntarily dismissed with prejudice. Considered resolved by both parties.

Just Energy New York Corp. formerly known as New York Energy Savings Corp. - New York Attorney General (NYAG) – In February 2008, the NYAG conducted an informal review related to consumer complaints alleging that independent contractors representing NYESC had made promises of savings to consumers. A voluntary settlement resulted in an Assurance of Discontinuance which was accepted in July 2008 (AOD-08-84), in which NYESC agreed to cancel customers without fees, make a one-time payment of \$100,000 and an additional \$100,000 payment in costs to NYAG. NYESC also agreed to ; i) provide to every new customer a letter setting out the contract cancellation period and early termination fees; ii) confirm all details and qualifiers of its agreements with consumers either by recorded call or in writing; iii) obtain background and/or reference checks for all potential sales contractors; iv) review all consumer complaints and provide a response within 30 days of receipt; v) terminate any independent contractor who was proven to have misled consumers more than twice; and vi) waive termination fees for any consumer who cancelled an agreement within 60 days of the date of the AOD.

Hudson Energy Services, LLC (“Hudson Energy”) (This matter occurred prior to Just Energy Group Inc.’s acquisition of Hudson Energy Services) This matter involved allegations of billing errors on the part of Hudson Energy in New Jersey, which caused approximately 2000 of its customers to be overcharged seven percent for energy services supplied by Hudson Energy from December 2008-August 2009. Upon review the Staff of the New Jersey Board of Public Utilities alleged that the Hudson Energy did not comply with the Board’s requirements related to New Jersey Offices as set out in N.J.A.C. 14:4-5.2(a)-(b). Hudson Energy submitted an Offer of Settlement to resolve the outstanding violations alleged by Board Staff. The Offer of Settlement included credits and refunds totaling \$86,853.00 as well as other minor compliance remedies. The Board did find that Hudson Energy’s Offer of Settlement resolved the outstanding allegations, accepted it for the purpose of the proceeding and ordered the investigation that initiated the matter closed. Hudson Energy also relocated its principal place of business in New Jersey.



Universal Energy Corporation (“UEC”) – (This matter occurred prior to Just Energy Group, Inc.’s acquisition of UEC) Michigan Public Utilities Commission (MPUC) – February 2008. Commission Order no. U-15509 directed a formal investigation into the marketing and customer service practices of Universal Gas and Electric Corporation (UGE) (which is an affiliate of UEC and was acquired by Just Energy along with UEC in 2009). The primary catalyst for this investigation was the number of complaints received by the Commission relating to the marketing practices of UGE. The bulk of the allegations in these complaints were that independent contractors were not describing the product offering fully or in a manner that a customer could understand. The Commission and UGE reached a settlement in which UGE agreed to; i) offer to terminate without charge contracts with certain customers or, alternatively, provide a \$50 credit to those of the affected customers who chose to remain with UGE; ii) reimburse certain customers for their time; iii) reimburse the State of Michigan \$300,000; iv) submit its marketing materials to the MPUC staff for review; and v) change certain products and marketing practices. Universal also agreed to file a quarterly report, for a period of two years (ending February 2010), with the MPUC outlining the number of customer complaints, types of concerns, resolutions and any reimbursements paid, and to include in such reports proposals for improvement in its processes to address any systemic issues found to give rise to such complaints.

Commerce Energy, Inc. dba Just Energy – Public Utility Commission of Ohio (PUCO) Case No. 02-1828-GA-CRS. In April 2010, Just Energy received a letter from the PUCO Staff indicating that Just Energy had 25 informal complaints through the first quarter of 2010. Despite that this represented a complaint ratio of less than one tenth of one percent, Staff recommended that Just Energy take corrective action. Staff then published a report outlining activities relating to door-to-door solicitations that Staff recommended should be corrected. PUCO Staff, the Ohio Consumers Counsel, and Just Energy entered into a Joint Stipulation and Recommendation (“Stipulation”). According to the Stipulation, Just Energy would have to pay \$100,000 if, in any three month rolling period, there were two months with 10 or more verified allegations related to door-to-door sales and an additional \$100,000 for two such occurrences. Just Energy was also required to provide all customers who have signed up between April and September 2010 to leave or alter their contract without fees. As part of the settlement, Just Energy agreed to retrain all sales agents to assure compliance and also revised its Compliance Matrix for the Ohio market. In addition, new TPV processes were implemented and additional quality assurance agents that are independent from the sales group were hired to review sales calls. The settlement also required Just Energy to make adjustments to its contracts. The requirement to maintain complaint levels was in effect through December 2011. Just Energy fulfilled all obligations of the settlement agreement and maintained complaint levels below the thresholds that would have triggered additional payments or further action. This matter is now closed.

**Below are pending matters related to business in Canadian jurisdictions:**

[REDACTED]

**Below are resolved matters related to business in Canadian jurisdictions:**

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) British Columbia Utilities Commission (BCUC) – March 2008. In Commission Order no.G-47-08 UEC was found in violation of Articles 14 & 29 of the Commission’s *Code of Conduct*. The incident in question involved allegation that an independent agent representing UEC conducted himself in an aggressive manner towards a customer. UEC acknowledged the incident, and was ordered to pay a penalty of \$7,000.00, re-train and certify all agents in British Columbia within 14 days of the Order, and train all new agents in accordance with the Order.

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Ontario Energy Board (OEB – EB – 2009-0005-January 20th 2009; pursuant to section 112.7 of OEB Act, 1998 and as part of the OEB reaffirmation audit, it was determined that misleading statements were used during reaffirmations completed within the time frame of March 2007 to June 2008. The misleading statements included “the cap will be removed in May 2008” and “RPP is currently subsidized by the government”. For a period of 18 months Universal committed to report on any disciplinary action taken as a results of it quality assurance audits of all positive reaffirmation calls. UEC was ordered to pay an initial penalty of \$200,000 later reduced to \$127,500.

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Ontario Energy Board (“OEB”) EB – 2009-0118- on April 29th 2009, Pursuant to section 112.5 of OEB Act, 1998 a penalty pertaining to two specific instances of making false and misleading statements, and one instance of a breach of section 2.3 of the Code of Conduct for Gas Marketers related to natural gas supply submission without the consumers written permission. UEC was fined \$60,000.

Just Energy Ontario L.P. (“Just Energy”) – Ontario Energy Board (“Board”) EB 2011-03-12 – Following the enactment of the Energy Consumer Protection Act 2010, the Board initiated a series of compliance inspections of all electricity and natural gas retailers in Ontario. The Board found minor deficiencies in Just Energy’s marketer id badges, contract renewal form content, price comparison documents, and calls related to renewals. Just Energy entered into an Assurance of Voluntary Compliance and paid a \$50,000 administrative penalty. This matter has been closed.

**Matters in State of Texas:**

The Staff of the Public Utility Commission of Texas (“Staff”) routinely issues requests for information to licensed entities and audits Retail Electric Providers in the State of Texas. Such requests for information (“RFIs”) and audits are not conducted pursuant to any official direction from the Public Utility Commission of Texas (“PUCT”) and, therefore, are considered

to be informal. These Staff-initiated RFIs and audits, which are fairly common and sometimes directed toward all market participants in a particular segment, could potentially lead to a formal docketed PUCT investigation or other type of formal proceeding. However, no Staff-initiated RFI or audit of a Just Energy Pennsylvania Corp. affiliate has ever led to any official sanction or formal action by the PUCT. Informal investigations may also lead to settlements between Staff and Retail Electric Providers, which would ultimately be recognized by the PUCT itself. Below is information regarding RFIs and audits of Just Energy Pennsylvania Corp. affiliates that led to settlement agreements between Staff and the Retail Electric Provider in question:

Just Energy Texas LP (“Just Energy”) - On March 26, 2010, PUCT Staff conducted an audit of Just Energy’s general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. Staff alleged deficiencies with: (1) the Letter of Authorization included in Just Energy’s contract expiration and renewal notice, (2) disclosures regarding how to obtain information about the price that would apply on the next bill; (3) certain disclosures required for contract expiration and renewal offers; (4) the right of rescission disclosure in a separate paragraph/box on the Terms Of Service; (5) disclosure of the term of certain customers’ agreements in the Electricity Fact Label; 6) notice of amount of deposit on customer bill or in receipt; and (7) disclosures on the disconnection notice. Both parties entered into a settlement agreement to resolve the alleged issues identified by PUCT Staff whereby Just Energy agreed to pay an administrative penalty of \$17,250. There was no finding of violation or any wrongdoing by Just Energy as a result of this compliance audit. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

Fulcrum Retail Energy LLC dba Amigo Energy (Amigo Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy’s acquisition of Amigo Energy) In 2009, PUCT Staff issued an RFI to Amigo Energy after customers experienced billing issues. It was found that during a mass transfer of customers from Retail Electric Provider National Power to Amigo Energy, a critical field relating to National Power Customers was left unpopulated in Amigo Energy’s system. Staff alleged the following violations: (1) Failure to bill customers within 30 days of service in July and August 2008 (2) Billing certain customers who switched away from Amigo Energy prior to July 2, 2008 based on incorrect rates (3) Printed bills that did not match corresponding Energy Facts Labels (EFLs). The Commission found that Amigo sought in good faith to conform to the Consumer Protection Rules and worked aggressively to resolve the problems and manage the impact on customers. PUCT Staff and Amigo Energy entered into a settlement agreement in which Amigo Energy agreed to pay an administrative penalty of \$15,000.

Fulcrum Retail Energy LLC dba Amigo Energy (Amigo Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy's acquisition of Amigo Energy) On September 24, 2010, PUCT Staff conducted an audit of Amigo Energy's general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. The audit concluded that Amigo Energy was not in compliance with several provisions of the Commission's customer protection rules including: (1) the provision of required explanations during internet enrollment (2) inclusion of a required statement during internet enrollment (3) informing the consumer enrolling online of the option to request a copy of the Terms of Service be sent via U.S. Mail (4) providing the notice of a customer's right of rescission during online enrollment (5) issuance of certain refunds as required by rule relating to security deposits (6) inclusion of a toll-free number in bold-face on one of the company's bills. The alleged violations were not considered "significant" by the PUCT Staff, and Amigo Energy corrected all of the issues prior to settlement. In the settlement between PUCT Staff and Amigo Energy, Amigo Energy agreed to pay an administrative penalty of \$13,000. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

Tara Energy LLC (Tara Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy's acquisition of Tara Energy) In April 2010, PUCT Staff conducted an audit of Tara Energy's general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. PUCT Staff alleged several areas of non-compliance with consumer protections including: (1) a discrepancy between written contract language (English) and language in which the sale was conducted (language other than English) (2) the website did not contain required explanation regarding who may enroll online (3) Website did not contain the ability to obtain the name of an authorized agent (4) failure to provide copies of a signed letter of authorization (LOA) to customers who may wish to mail in the LOA (5) terms of service did not indicate the type of product offering using the prescribed terms (6) failure to provide a deposit refund to customers who paid for service for 12-consecutive months (7) failure to express the calculation of the average price unit as cents per kilowatt-hour (8) Use of the word "base charge" on billing without providing a definition on the company's website (9) Use of the term "kWh" on billing without providing a definition on the company's website. These alleged violations were not deemed "significant" and Tara Energy corrected the issues prior to settlement. In the settlement, Tara Energy agreed to pay an administrative penalty of \$13,000. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

**U.S. :**

IS-PE Produce Inc. v. Hudson Energy Services, LLC et al, CL-12-1319A, Texas (May 9, 2012). Customer is claiming invalid contract and claims damages including exit fees owed to the Co-Defendant, First Choice, resulting from a switch in suppliers. First Choice brought a motion to abate, heard on June 21, 2012. The decision was reserved.

Edith Richmond v. Just Energy of New York et al, CV-12-1319, New York (May 9, 2012). Customer is claiming damages based on an invalid contract. Just Energy has filed an Answer denying liability. The action is proceeding.

**Canada:**

Canadian Medical Association v. Just Energy Ontario L.P., 10-49085, Superior Court of Justice, Ottawa (August 27, 2010). Customer is seeking reimbursement claiming that the independent contractor signed up a person without authority. JE has denied liability and issued a Third Party Claim against the property management firm who signed the contract. Plaintiff has now added the independent contractor as a party defendant. The action is proceeding.

Durabla Canada Ltd. v. Just Energy and Union Gas, CV-11-0001-00, Superior Court of Justice, Belleville (January 11, 2011). The plaintiff is claiming cancellation based on an invalid renewal and reimbursement, claiming no contract with Sunoco. JE acquired the customers of Sunoco in 2002. The plaintiff has been a flowing customer of JE since 2002 without complaint. JE has denied all claims.

Gulan Die Casting v. Just Energy, CV-11-425594, Superior Court of Justice, Toronto (May 5, 2011). This former customer is claiming an invalid contract and reimbursement. JE has filed a statement of defence denying liability and has counterclaimed against the plaintiff. Settlement negotiations pending. The action is proceeding.

Seguin Holdings (No. 3) Ltd. and English Bay Batter v. Just Energy, CV-11-425936, Superior Court of Justice, Toronto (May 9, 2011). This former customer is claiming an invalid contract, cancellation of exit fees and reimbursement. The Plaintiff had been a flowing customer of JE for over ten years without complaint. JE has filed a defence denying all claims and has issued a counterclaim against the plaintiff. The action is proceeding.

Metropolitan Toronto Condominium Corporation No. 796 v. Just Energy Ontario L.P., CV-11-42089, Superior Court of Justice, Toronto (May 20, 2011). This is a claim by a former customer claiming unauthorized signature, cancellation of exit fees and reimbursement. JE was successful on its motion to proceed by way of arbitration, as per the terms of the contract and was ordered costs (of the motion) against the plaintiff in the sum of \$8,500.

UtradeCanada et al v. Just Energy Ontario L.P., CV-11-427464, Superior Court of Justice Toronto (June 10, 2011). This former customer is claiming signatory (who signed in 2007) was unauthorized. JE has filed a statement of defence denying liability.

Barfield Realty Ltd. and Bristol Investments Ltd. v. Just Energy (B.C.) Limited Partnership et al, S-117898, Supreme Court of British Columbia, Vancouver (November 22, 2011). This is a claim by a former customer of CEG alleging breach of contract resulting from CEG's involency and because they did not give written consent to assign their contracts to ESBC. Customer is claiming cancellation and reimbursement. JE has filed a defence denying liability. The action is proceeding.

Byers Bush v. Just Energy, CV-12-00098-00, Superior Court of Justice Brampton (January 2012). This is a claim by a former customer alleging unauthorized signatory and claiming reimbursement. JE has filed a defence denying liability. The action is proceeding.

William Chwedchuk and Susan Hart v. National Home Services, National Energy Corporation and Just Energy Group Inc. et al, (collectively “Just Energy”) 12-54657, Superior Court of Justice, Ottawa (June 13, 2012). The customers are alleging damages resulting from the installation of a water tank. The tank installer, an independent sub-contractor and co-defendant, has allegedly admitted liability. The insurers for the customer and the installer are attempting to negotiate a settlement. JE will not be filing a defense unless settlement negotiations between the customer and the installer break down.

## Appendix H

### EXPERIENCE OF KEY OPERATING PERSONEL

#### **KEN HARTWICK, C.A.**

##### Chief Executive Officer

Ken Hartwick has over 13 years of management experience in the energy sector, and 20 years experience in the financial sector. Ken's experience in the energy industry spans several markets having played an integral role as Energy Savings' Chief Financial Officer since April 2004 launching Energy Savings' businesses in Alberta, British Columbia, Indiana, and Texas as well as growing the businesses already established in Manitoba, Ontario, Quebec, Illinois, and New York. As well as serving as the current President and CEO for Just Energy (formally known as Energy Savings), an integrated retailer of commodity products, he understands the issues facing generation businesses through his role on the Board of the Atlantic Power Corporation. Ken has been engaged in the energy industry with one of the largest distribution companies in North America, Hydro One Inc., gaining increasing executive-level responsibility throughout his career there, and providing strategic direction as Ontario transitions towards a competitive energy marketplace.

#### **BETH SUMMERS, C.A.**

##### Chief Financial Officer

Beth Summers has been the Chief Financial Officer of Energy Savings since February, 2009. Prior to joining the company, she served as the Executive Vice President and Chief Financial Officer at Hydro One which operates the Province of Ontario's largest electricity transmission and distribution systems and directly serves 1.2 million customers.

Prior to being at Hydro One, Beth served as a Senior Manager, Assurance & Advisory Services with Ernst & Young LLP where she was involved with fully integrated utilities as well as generation, utility distribution and services organizations.

#### **James Lewis**

##### President and Chief Operating Officer

James has more than 14 years of experience in the retail energy industry, most recently as the head of the Eastern U.S. residential and small business division of Just Energy. In his current role, he is responsible for all aspects of the residential business, which include customer service, operations and sales.

Previously, James was Senior Vice President of Operations, where he was responsible for all North American Operations for Just Energy. This included everything from contract fulfillment and revenue assurance to customer retention and renewals.

RECEIVED  
2012 OCT 22 PM 3:49  
PA PUC  
SECRETARY'S BUREAU

Prior to Just Energy, James worked in risk management, structuring, and trading for a large energy company and information management and internal audit for a large multi-national company.

James is a graduate of Stevens Institute of Technology with a Bachelor and Master of Engineering degree and he has a Master of Business Admission degree from New York University

**ROBERT A. DONALDSON, Q.C., B. Comm., LL.B**

*Corporate Secretary*

Robert Donaldson obtained his B.Comm from McMaster University in 1961. In 1964 he obtained his LL.B from the University of Toronto Law School. In 1966 he was called to the bar of Ontario and was appointed Queen's Counsel in January of 1985. Robert has over 30 years experience practicing law as a senior partner with major Canadian law firms. Robert has considerable experience and expertise in the areas of acquisitions and mergers, the raising of capital by way of private placement or prospectus, the regulation of Canadian financial institutions, directors' and officers' liability and corporate governance.

Robert was one of the founding shareholders of Just Energy Income Fund.

Robert has chaired or participated in many securities law conferences, written numerous articles on securities law topics and has taught corporate finance and securities regulation and corporate governance as a special lecturer at Osgoode Hall Law School and the University of Western Ontario Law School.

**GORD POTTER**

*Executive Vice President Legal and Regulatory Affairs*

With almost 10 years experience in the energy industry, Gord oversees legal, regulatory and government relations activity across all 20 markets that Just Energy operates in and this collective experience informs credible policy-making decisions. Focused primarily on retail markets, Gord has been actively involved in the design & development of policy, industry rules and regulations and the underlying business and technical processes supporting these markets in North America.

For several years, Gord has served as a member of the Alberta Department of Energy's Electric Utilities Act Advisory Committee and the Retail Market Coordinating Committee. He has participated in the regulatory rule development and market design for Ontario, British Columbia, Alberta and Texas. In Ontario, he played a role in the industry market design and Rule development for Ontario Electricity. He was an active contributor in the Electronic Business Transactions Rules development under the auspices of the OEB as he was a member of the OEB EBT Advisory Committee. Currently, he is the Chair of the Marketers and Retailers Sector Committee of the Ontario Energy Association in Ontario.



Preceding his experience in the deregulated energy market, Gord enjoyed 14 years in the Canadian telecom industry. At the time of deregulation of local telecommunications in 1997, Gord held an active leadership role in the development of market design, rules regulations, as the Chair of several industry working groups established under the auspices of the Federal Regulator – the C.R.T.C.

**JONAH DAVIDS**

*Vice President and General Counsel*

Jonah Davids is currently the Corporate Secretary for Just Energy and Universal Energy Corporation, marketers of natural gas and electricity to residential and commercial customers in Canada and the United States. Prior to joining Just Energy, Jonah practiced with McMillan LLP in the corporate and natural resources groups.

Jonah received his LLB from the University of Western Ontario in 2000 and an LLM in Natural Resources from the University of Dundee, Scotland in 2005. He is admitted to the bar in the Province of Ontario.

**DEBORAH MERRIL**

*Executive Vice President, Commercial*

Deborah has more than 16 years of experience in the retail energy industry, most recently as the head of the commercial business within Just Energy. In her current role, she is responsible for all aspects of the commercial business, which includes the Commerce and Hudson Energy Services brands.

Before joining Just Energy Income Fund, Deborah spent 8 years with Enron Energy Services where she gained experience in many aspects of the business from operations, physical and financial risk management and deal structuring. After Enron, she was one of the founding partners of Just Energy, LP (now owned by Just Energy Income Fund) where she was responsible for all sales and marketing for the business.

**BLAKE LASUZZO**

*Vice President, Supply*

Blake manages the supply department that covers both the gas and electric portfolio's of Just Energy Income Fund's subsidiaries operating across the United States, including Commerce Energy Inc. This department is responsible for all aspects related to procurement, scheduling, pricing, structuring, load forecasting, and monthly rate setting for all of the company's Natural Gas and Electricity markets. Prior to joining Commerce Energy in 2004, he worked in various arenas of the energy business with EOTT Energy and Devon Energy. Lasuzzo has over 8 years combined energy operational and sales experience. Blake earned Bachelor of Arts degrees in both Finance and Energy Management from the University of Oklahoma.

**JASON GARRETT**

Senior Vice President and General Manager, U.S. East Region

Jason Garrett has over 17 years of experience in the regulated and de-regulated energy sector. Jason joined Just Energy in August 2011 serving in his current role of SVP & GM for New York, New Jersey, Massachusetts, Pennsylvania and Maryland.

Prior to joining Just Energy Jason was responsible for overseeing retail operations and business development for a large energy marketer with retail operations across 7 states.

Jason began in the energy sector with a Fortune 500 regulated utility with various roles involving Financial Planning and Analysis, Distribution Operations, IT System Implementation and Six Sigma Process Improvements.

**STUART REXRODE**

Senior Vice President and Regional General Manager, U.S. South Region.

Stuart currently leads all the business and operational aspects of Just Energy's South Region, which comprises Texas, California, Georgia, and Florida and is responsible for the profit and loss of this segment.

Prior to his current role, he served as Vice President of Finance and Business Development, where he negotiated and led all Business Development and Mergers and Acquisitions activity within Just Energy, and all activities related to product development and negotiating new product and third party marketing agreements for Momentis, Just Energy's network marketing affiliate. Stuart was one of the five founding partners of Just Energy Texas, a Texas-based electric retailer focused on the small commercial segment, which was sold to the Canadian-based Energy Savings Income Fund in 2007, and was later renamed Just Energy Group in 2009. Stuart was responsible for leading and closing Just Energy's acquisition of Universal Energy and Hudson Energy, and originating purchase agreements with Renewable generators.

Prior to Just Energy, Stuart served nine years at Enron Corp, where he held positions in Upstream Oil and Gas Finance originating and closing debt and equity investments with independent producers, both domestically and internationally. He also served in Enron's Retail division where he structured and closed comprehensive Energy outsourcing transactions with Fortune 500 corporations. He served in both the United States and in London, England during his time with Enron. Prior to Enron, Stuart served two years as an Aerospace Engineer with McDonnell Douglas in Houston. Stuart holds a Bachelor of Science degree in Aerospace Engineering and a Masters of Business Administration, both from the University of Texas at Austin.

**Appendix J**

**PROOF OF NATURAL GAS DISTRIBUTION COMPANY BONDING REQUIREMENTS**

**See attached**

RECEIVED

2012 OCT 22 PM 3:49

FA PUC  
SECRETARY'S BUREAU



UGI Utilities, Inc.  
2525 North 12th Street  
Suite 360  
Post Office Box 12677  
Reading, PA 19612-2677  
(610) 796-3400 Telephone

April 23, 2012

Suzette Brown  
Regulatory Affairs, Supervisor  
Just Energy Pennsylvania Corporation  
635 Dixie Rd, Suite 200  
Mississauga, ON L5T 2E6 Canada

Re: UGI Financial Security Requirements

Dear Ms. Brown,

UGI Utilities, Inc. ("UGIU") has reviewed the financial information of Just Energy Pennsylvania Corporation, ("Just Energy"). Based on this review and the performance bonds that Just Energy has posted for the initial amount of security as specified in the UGI Gas ("UGI"), UGI Penn Natural Gas ("PNG") and UGI Central Penn Gas ("CPG") Supplier Coordination Tariffs, UGIU has determined that Just Energy has demonstrated adequate creditworthiness to satisfy any costs UGI, PNG and/or CPG may incur in the event they operate as a supplier of last resort due to a default on the part of Just Energy.

This determination may change in the event there is a material deterioration in that condition, if Just Energy's obligations to UGI, PNG and/or CPG exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if Just Energy fails to abide by the terms and conditions of the UGI, PNG and/or CPG Gas Tariffs and the UGI, PNG and/or CPG Natural Gas Supplier Coordination Tariffs.

Please feel free to contact me with any additional questions that you may have. I can be reached at (610) 796-3520

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Lahoff". The signature is written in a cursive style with some loops and flourishes.

David E. Lahoff  
Manager, Rates



An Exelon Company

October 26, 2011  
PECO - Exelon Corporation  
Energy Acquisition  
2301 Market Street  
Philadelphia, PA. 19103

Mr. Michael Haugh,  
Manager, Regulatory Affairs  
Just Energy  
6345 Dixie Rd Suite 200, Mississauga, Ontario, L5T 2E6

Energy Acquisition is providing this notification letter that Just Energy has met the *creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation* program, pursuant to the receipt of an initial Surety of \$35,000.00 Guaranty. The Surety may be submitted to PECO via three acceptable forms; a Cash Deposit, a Letter of Credit, or a Surety bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,

A handwritten signature in cursive script that reads "Carol Reilly".

Carol Reilly  
Manager  
Energy Acquisition



***National fuel***

---

February 24, 2012

Mr. Mike Haugh  
Just Energy  
6345 Dixie Rd., Suite 200  
Mississauga, Ontario, Canada L5T 2E6

RE: Security Requirement for Just Energy

Dear Mike:

Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation ("National Fuel") has performed a credit review and analysis of Just Energy ("Just") and has determined that Just must post a security deposit in cash, or a form of security acceptable to National Fuel, to operate as a supplier on National Fuel's system.

Just currently serves customers in National Fuel's New York territory. Just's security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by Just. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel's Purchase of Receivable (POR) program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7796.

Very truly yours,

*Robert C. Smielecki*

Robert C. Smielecki  
Transportation Services Department


---

*National Fuel Gas Distribution Corporation / 6363 Main Street/ Williamsville, NY 14221*

**VERIFICATION**

I, Charles Iannello, hereby verify that the information in the foregoing updated Application pages, attachments and Interim Status Report of Just Energy Inc. are true and correct to the best of my information, knowledge and belief. I understand that the statements are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to the unsworn falsification to authorities.

Dated: 10/22/12

  
\_\_\_\_\_  
Charles Iannello

RECEIVED  
2012 OCT 22 PM 3:48  
PA PUC  
SECRETARY'S OFFICE