

January 21, 2019

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

RECEIVED

JAN 21 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

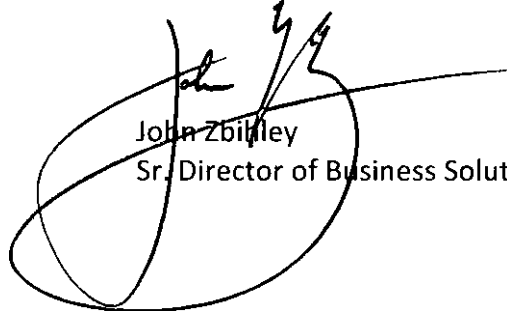
Re: Docket A-2018-3006508 Application for approval to offer, render, furnish, or supply Natural Gas services as a Broker/Marketer

Secretary Chiavetta:

In response to your letter dated December 28, 2018, Kinect Energy, Inc. respectfully submits its response to the data requests.

If you have any further questions please contact John Morris at 412-424-2567 or jomorris@kinectenergy.com

Sincerely,

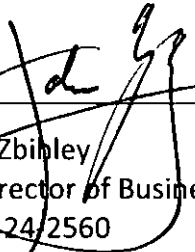


John Zbille
Sr. Director of Business Solutions

Enclosure

Answer Verification Affidavit

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



John Zbihley
Sr. Director of Business Solutions
412-424-2560
jzbihley@kinectenergy.com

RECEIVED

JAN 21 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED

JAN 21 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Docket No. A-2018-3006508
Kinect Energy, Inc.
Data Requests

1. Reference Application, Section 7.b, Financial Fitness – Applicant failed to provide sufficient documentation to demonstrate financial fitness. Please provide either three consecutive months of bank statements, two recent consecutive years of financial statements, or a parental agreement. Please provide the missing documentation.

The past 2 years financial information for Work Fuel Services Corporation can be found here:

World Fuel Services Corporation 10-k for 2016 -

<https://www.sec.gov/Archives/edgar/data/789460/000162828017001482/0001628280-17-001482-index.htm>

World Fuel Services Corporation 10-k for 2017 -

<http://ir.wfscorp.com/phoenix.zhtml?c=101792&p=FinancialReports>

See attached World Fuel Services Parental Guarantee for Kinect Energy, Inc.

2. Reference Application, Section 7.f, Taxation – Applicant failed to provide an Employer ID Number or a Revenue ID Number. All entities registered in the Commonwealth of Pennsylvania after March 2013 must contact the Pennsylvania Department of Revenue for a 10-digit Revenue ID Number. Please submit a corrected Tax Certification Statement.

Revised Tax Certification Statement is attached

3. Reference Application, Section 8.e, Technical Fitness – Applicant failed to provide detailed professional resumes of its chief officers, to include detailed descriptions on all experience and activities including date ranges. Please provide the missing documentation.

Complete resumes for Peter C. Brown and John Zbihley as follows:

PETER C. BROWN
7608 Wolf Spring Court
Louisville, Kentucky 40241
H: (502) 228-0473
C: (502) 262-6470
pbrown@wfscorp.com

Peter Brown is an experienced executive proficient in overall company operations, including strategic planning, production, human resources, finance and accounting, mergers and acquisitions and legal/compliance.

PROFESSIONAL EXPERIENCE

WORLD FUEL SERVICES, INC.

Miami, FL

2015 to Present

International global energy company specializing in the sourcing, distribution and management of various energy commodities

Vice President, Americas

Responsible for the strategic, operational and financial performance in the Americas of Kinect Energy, World Fuel's global energy consulting and management providing energy procurement, management, sustainability and asset optimization services to industrials, commercial accounts, municipalities and universities.

- Lead executive team responsible for strategic planning and overall management of the company.
- Responsible for all company operations.
- Evaluate and negotiate mergers and acquisitions of the company.
- Responsible for financial performance

FELLON-MCCORD & ASSOCIATES, LLC

Louisville, KY

2008 to 2015

(subsidiary of Trane U.S., Inc.)

Energy consulting and management company providing energy procurement, management, sustainability and asset optimization services to industrials, commercial accounts, municipalities and universities.

Chief Operating Officer

Responsible for management of company operations including production, account management, legal, IT, HR, accounting, finance and administration

- Part of Executive team responsible for strategic planning and overall management of the company.
- Responsible for all company operations.
- Acting general counsel responsible for all legal matters affecting the company.
- Evaluate and structure mergers and acquisitions of the company.
- Responsible for revenue and financial performance and forecasting

CONSTELLATION ENERGY GROUP

Louisville, KY

2006 to 2008

Large Baltimore based energy company involved in providing wholesale and retail energy commodity sales, power generation and construction, energy services and traditional electrical/gas utility serving Maryland.

Senior Counsel

Responsible for providing all legal services for retail gas and energy consulting divisions, managing Legal and Contracts Administration functional groups and participating in the executive management team of the retail gas business units.

- Participate in strategic planning and overall management of business unit.
- Review and approve all legal and commercial terms for retail and wholesale natural gas based supply contracts.
- Manage legal and contracts personnel across multiple regional offices.
- Conduct due diligence and integration for acquisitions.
- Provide support for all aspects of company's operations and administrative functions.
- Work with all functional groups to monitor, educate and insure regulatory and corporate compliance.
- Manage use of internal legal resources (real estate, HR, etc.) and outside counsel for litigation.

NORTHEAST UTILITIES

Hartford, CT

2003 to 2006

Traditional public electrical/gas utility serving CT, MA and NH and providing deregulated energy related services throughout the Northeast.

Senior Counsel

Responsible for providing all legal services for unregulated subsidiaries, including electrical generating assets (gas, coal, hydro), power plant operations and maintenance company, energy services company, large electrical services contractor, union and non-union electrical contractors, and mechanical contractors.

- Provide executive oversight for subsidiaries during divestiture process
- Structure, negotiate and execute divestiture of unregulated companies
- Negotiate and draft all client based commercial contracts (e.g., construction, O&M).
- Draft and negotiate power purchase agreements.
- Structure and negotiate power plant development projects.
- Review, negotiate and facilitate financing agreements.
- Institute and oversee corporate compliance initiatives (e.g., Sarbanes-Oxley, SEC).
- Assist companies in environmental and regulatory compliance.
- Manage use of internal legal resources (real estate, labor, etc.) and outside counsel for litigation.

ENVIROPOWER, LLC

Lexington, KY

2000 to 2003

A greenfield development company of solid fuel baseload merchant power plants.

Director of Contract Administration and In-House Counsel

Responsible for drafting, negotiating and closing all commercial contracts for the development of greenfield solid fuel merchant power plants. In-house counsel responsible for legal support for all corporate functions, including financing, mergers and acquisition.

- Participate in strategic planning and overall management of company.
- Provide legal support for all aspects of company's operations and administrative functions.
- Negotiated and drafted EPC contracts, long and short-term power purchase agreements, real estate agreements, fuel agreements and electrical and gas interconnection agreements.
- Structured and negotiated various project finance agreements, including taxable and tax-exempt bond offerings and letter of credit support.
- Conducted and facilitated project and corporate due diligence for prospective equity and debt participants.

- Drafted and negotiated letters of intent, term sheets and purchase agreements for the sale of project and corporate entities.
- Responsible for licensing and all aspects of regulatory compliance

FROST BROWN TODD

Lexington, KY

1998 to 2000

(f/k/a Brown Todd & Heyburn PLLC)

Attorney – Corporate Department

Drafted, negotiated, closed and administered large commercial debt facilities. Administered all asset transactions for one of nation's largest coal companies. Drafted and negotiated construction contracts for medium sized general contractors and subcontractors.

- Corporate practice emphasis in the areas of mergers and acquisitions.
- Drafted and negotiated \$850 Million Credit Facility and administered the same.
- Drafted, negotiated and administered coal purchase and sales agreements.
- Drafted and negotiated various stock and asset purchase agreement for small to medium sized energy companies.
- Drafted and negotiated various sales and purchase agreements for both major equipment and real property.
- Drafted employment contracts for key corporate officers, directors and employees.
- Drafted and negotiated construction agreements for large general contractors.
- Construction litigation involved in individual commercial projects and residential class action.

SMITH, CURRIE & HANCOCK, LLP

Atlanta, Georgia

1996 to 1998

Attorney – Construction Department

Operated national practice out of Atlanta office. Represented owners and contractors in all forms of public and private construction project negotiations, dispute resolutions and litigation. Served as chief outside legal counsel to various general contractors, manufacturers and insurance funds.

- Drafted and negotiated construction general contracts and subcontracts for both private and public projects involving large industrial, commercial retail and residential complexes.
- Drafted and negotiated hazardous waste disposal agreements, professional services agreements and federal government procurement contracts.
- Litigation practice in all facets of private and public construction law and federal procurement law.
- Represented clients on construction projects and litigated cases in 21 different states on both the state and federal level and all boards of contract appeals.

EDUCATION

- **University of Kentucky** (J.D., 1996)

President – Moot Court Board; Associate Editor – Kentucky Law Journal

- **University of Dayton** (B.A. Mathematics, cum laude 1989)

President – Order of Omega; University Scholars Program; Treasurer - Lambda Chi Alpha Fraternity

LICENSES

- Admitted to practice law in Kentucky and Georgia
- Series 7 Broker's License – Securities & Exchange Commission (inactive)
- Teaching Certificate – Secondary Education in Kentucky and Ohio (inactive)

John Zbihley

Summary of Experience

Kinect Energy
Senior Director
2018 - Present

After successfully leading the sale of OnDemand Energy (ODE) to Kinect Energy continues in management role to integrate legacy ODE brokerage into larger Kinect Energy services platform.

OnDemand Energy
President
1996-2018

Founded, developed and lead OnDemand Energy (ODE) in all phases of provision energy services and energy procurement over the last 20+ years. From inception ODE has grown to serve over 20,000 business and residential customers and has saved them \$100's of million's of energy dollars in the purchasing and utilization of the energy requirements. Today, ODE is one of the top energy consultant/brokers in the U.S. with over 20B kwh's and 16BCF's of energy contracts transacted. ODE has successfully delivered the broadest range of electricity supply solutions to our clients within the PJM retail market than any other provider. From fixed price solutions to guaranteed savings products and complex variable priced, blended energy pools, this broad range of choice electric supply products enables our clients to fully benefit from the opening and deregulating of electricity markets

Duquesne Light Company
Marketing Manager
1993 - 1995

Developed, planned, and coordinated corporate demand side management strategies to provide business development opportunities, to strengthen commercial and industrial customer segment relations, and to implement new customer services. Consulted executive management on the economic and strategic value of emerging technologies in deregulated electricity markets. Developed and implemented innovative service and pricing programs with commercial and industrial customer segments. Directed and consulted operations management on use of technology tools for cost containment and differentiation strategies .

District Operations/Power Delivery Operations Manager
1985 - 1992

Directed, controlled, planned, and organized all district functional groups' operation, maintenance, engineering, and construction activities to ensure reliable and efficient delivery of electric power and telecommunication services to customer. Supervised 70 technical professionals and union employees. Controlled expenditures for annual operation and capital budgets (\$5 million). Managed the installation and operation of supervisory, control, and data acquisition (SCADA) infrastructure for power delivery automation.

Technical Services/Project Engineer
1982 - 1985

Performed and prepared engineering analysis, specifications, and technical procedures to maintain power delivery system monitoring and control equipment.

Education

1992 -MBA, Carnegie Mellon University
1981 - B.S., Electrical Engineering, Pennsylvania State University

The following is a copy of the original World Fuel Services Corporation Parental Guarantee that was submitted in the data request for EGS application docket A-2018-3006522.



WORLD FUEL SERVICES CORPORATION
9800 NW 41st Street,
Suite 400, Miami, FL 33178
tel +1 305 428 8000
fax: +1 305 392 5600
www.wfscorp.com

This **Guaranty** ("Guaranty") is given this 18th day of January, 2019 by **WORLD FUEL SERVICES CORPORATION** ("Guarantor"), located at 9800 NW 41st Street, Suite 400, Miami, Florida 33178, United States of America, to Kinect Energy, Inc. ("Licensee"), located at 500 Cherrington Parkway, Suite 400, Moon Township, PA 15108, for the benefit of Pennsylvania Public Utility Commission (the "Commission").

Guarantor executes and delivers this Guaranty to Licensee in consideration of Licensee's entering contracts with Commission for the purchase, sale or exchange of petrochemical products or related products (collectively, the "Transactions").

1. **Guaranty.** Guarantor hereby guarantees to Licensee the prompt and full payment on demand of all obligations that are due and payable from Commission to Licensee arising out of the Transactions (collectively, the "Obligations"). Notwithstanding anything to the contrary herein, in no event shall Guarantor be responsible under this Guaranty for an aggregate amount in excess of [] United States dollars. Subject to the foregoing limitation, Guarantor further promises to pay all reasonable out-of-pocket attorneys' fees and other damages, costs and expenses incurred by Licensee as a result of Commission's failure to fully and faithfully pay any monies due to Licensee in connection with the Transactions, and with Guarantor's failure to fulfill its obligations under this Guaranty. In addition, Guarantor agrees to reimburse Licensee for all sums paid to Licensee by Commission, which sums Licensee is subsequently required to return or repay for any reason, including, but not limited to, Commission's bankruptcy or insolvency or a requirement of any legislative enactment or judicial proceeding affecting the exercise of creditors' rights.

Prior demand for payment by Licensee against Commission shall not be a prerequisite to the obligations of Guarantor hereunder. Guarantor's obligations under this Guaranty are independent of the Obligations. Licensee shall have the right to bring separate actions against Guarantor and Commission, notwithstanding that such actions may be related. However, Licensee shall not be required to first bring suit or otherwise exhaust its remedies against Commission or any other person or entity before bringing any action against Guarantor for payment under this Guaranty. Guarantor acknowledges that the modification of any of the Transactions shall not discharge or otherwise affect the liability of Guarantor under this Guaranty. Guarantor further agrees that its obligations hereunder shall be unconditional, irrespective of any circumstance that might otherwise constitute a legal or equitable discharge of surety or guarantor.

2. **Term.** This Guaranty shall be a continuing guaranty of payment from the date of execution, unless earlier terminated by Guarantor upon thirty (30) days' prior written notice to Licensee (the "Termination Date"). This Guaranty shall be revocable only with respect to those Obligations arising from the Transactions entered into on or after the Termination Date, and shall continue in full force and effect with respect to those Obligations arising from the Transactions entered into before the Termination Date.
3. **Waiver of Notice.** Except as provided in paragraph 5 herein, Guarantor hereby waives any notice from Licensee, including, but not limited to, the following: (a) notice of acceptance of this Guaranty by Licensee, (b) notice that Commission has entered into the Transactions and has incurred the Obligations in connection therewith, (c) notice of modification or amendment of the terms of any Transaction, including any extension of time for the payment of any sums due to Licensee from Commission, (d) notice of presentment, demand for payment, acceleration, dishonor or protest, and (e) notice of any defaults by or disputes with Commission in connection with the Transactions.
4. **Security.** The obligations of Guarantor to Licensee hereunder shall not be affected by any security, release or exchange of collateral as security for the Obligations.
5. **Payment Notice.** Guarantor shall pay or repay Licensee, free of any deductions or withholdings, all monies due Licensee pursuant to this Guaranty within ten (10) business days after receiving written demand for payment from Licensee. Guarantor shall make payment of such amount in U.S. dollars and immediately available funds. Any notice given to Licensee shall be sent to, and all payments becoming due and payable by Guarantor hereunder shall be payable at, the principal business office of Licensee.


Demands on Guarantor for payment under this Guaranty and any other notice to Guarantor shall be in writing and delivered by mail or telecommunication to Guarantor at the following address:

World Fuel Services Corporation
9800 N.W. 41st Street, Suite 400
Miami, FL 33178, USA
Attn: Treasurer

6. Successors, Assignment. This Guaranty shall extend to all Obligations assumed or incurred by the successors and assigns of Commission. Any reorganization, merger or recapitalization of Commission shall not abrogate or impair the obligations of Guarantor, and this Guaranty shall inure to the benefit of the successors and assigns of Licensee. Guarantor shall not assign this Guaranty without the prior written consent of Licensee, which consent shall not be unreasonably withheld, conditioned or delayed.
7. Amendment. This writing represents the complete and exclusive statement of the terms of the Guaranty by Guarantor of Commission's Obligations. This Guaranty may be modified or amended only by a duly authorized written instrument executed by Licensee and Guarantor.
8. Waiver. No waiver by Licensee of performance by Guarantor under any of the provisions of this Guaranty shall be construed as a waiver of any subsequent performance by Guarantor under the same or any other provisions of this Guaranty.
9. Effectiveness, Authority. Guarantor represents and warrants that, at the time of the execution and delivery of this Guaranty, no financial condition or otherwise exists to impair in any way the obligation and liability of Guarantor to Licensee hereunder. The signatory on behalf of Guarantor represents and warrants that he or she is authorized to execute this Guaranty on behalf of Guarantor and to bind Guarantor hereunder.
10. Governing Law. THIS GUARANTY, AND ALL ACTS AND TRANSACTIONS HEREUNDER, AND ALL RIGHTS AND OBLIGATIONS OF GUARANTOR AND LICENSEE SHALL BE GOVERNED AS TO VALIDITY, ENFORCEMENT, EFFECT, CONSTRUCTION, AND IN ALL OTHER RESPECTS, BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF. ANY DISPUTE, CLAIM OR PROCEEDING ARISING OUT OF THIS GUARANTY SHALL BE EXCLUSIVELY ADJUDICATED BEFORE A STATE OR FEDERAL COURT SITTING IN MIAMI-DADE COUNTY, FLORIDA.

EXECUTED on this 18th day of January, 2019

WORLD FUEL SERVICES CORPORATION



Name: John Rau

Title: Executive Vice President