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April 17, 2019

VIA COURIER MAIL

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APR 17 2019

**Pennsylvania Public Utility Commission**  
Secretary's Bureau  
Commonwealth Keystone Building,  
2<sup>nd</sup> Floor – Rm. N-201  
400 North Street  
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

A-2009-2097544

**Re: Load Serving Entity Compliance - Just Energy Pennsylvania Corp.**

Dear Sir or Madam:

Transmitted herewith on behalf of Just Energy Pennsylvania Corp. is the company's Load Serving Entity Compliance report.

Should you have any questions regarding this filing, please contact the undersigned directly at (713) 544-8112 ext. 78112 or via electronic mail at [GChism@justenergy.com](mailto:GChism@justenergy.com) or contact Kristina Montgomery at 717.418.6508 by telephone or via electronic mail at [kmontgomery@justenergy.com](mailto:kmontgomery@justenergy.com).

Respectfully submitted,

Gary Chism  
Regulatory Affairs Specialist

Enclosure



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APR 17 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**LOAD SERVING ENTITY COMPLIANCE REQUIREMENT FORM**

On an annual basis, EGSs providing retail electric supply service (i.e. take title to electricity) must file with the Commission this Load Serving Entity (LSE) Compliance Requirement Form. EGSs are directed to attach to this form documentation which provides the following:

- Proof of registration as a PJM LSE, or
- Proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

Examples of sufficient documentation to satisfy this compliance requirement include, but may not be limited to:

- A screen print showing that the EGS is listed as a Party to an effective version of the PJM Reliability Assurance Agreement (RAA), located at Schedule 17 of the RAA.
- Correspondence, such as an e-mail screen print or regular mail scan, from PJM verifying membership as an LSE.
- Documentation of an effective contract between the EGS and another party that serves as the LSE on behalf of the EGS. In such a case, the documentation must also include proof that the party fulfilling the LSE role is indeed registered with the PJM as an LSE

EGSs may mark all or portions of their filing confidential.

EGSs which do not provide retail electric supply service, such as brokers, are not required to file an LSE Compliance Requirement Form.

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The EGS provides retail electric supply service and has attached compliance with the LSE requirement hereto.

*Description of attachment (provide a brief description of the attachment below):*

Reliability Assurance Agreement among Load Serving Entities in the PJM Region –  
Schedule 17 – Parties to the Reliability Assurance Agreement.

## **SCHEDULE 17**

### **PARTIES TO THE RELIABILITY ASSURANCE AGREEMENT**

This Schedule sets forth the Parties to the Agreement:

Abest Power & Gas, LLC  
AEP Energy, Inc.  
AEP Retail Energy Partners LLC  
AES Ohio Generation, LLC  
Aggressive Energy LLC  
Agway Energy Services, LLC  
Algonquin Energy Services Inc.  
Allegheny Electric Cooperative, Inc.  
Allegheny Energy Supply Company, L.L.C.  
Alpaca Energy LLC  
Alpha Gas and Electric LLC  
Ambit Northeast, LLC  
American Electric Power Service Corporation on behalf of its affiliates:  
    Appalachian Power Company  
    Indiana Michigan Power Company  
    Kentucky Power Company  
    Kingsport Power Company  
    Ohio Power Company  
    Wheeling Power Company.  
American Illuminating Company, LLC  
American Municipal Power, Inc.  
American Power & Gas of IL, LLC  
American Power & Gas of Ohio, LLC  
American Power & Gas of Pennsylvania, LLC  
American Power & Gas of NJ, LLC  
American Power Partners LLC  
American PowerNet Management, L.P.  
American Transmission Systems, Inc.  
AP Gas and Electric (PA), LLC  
APN Starfirst, LP  
Approved Energy II LLC  
ArcelorMittal USA LLC  
Arrow Energy RRH, LLC  
Aspurity Energy, LLC  
Atlantic City Electric Company  
Atlantic Energy MD, LLC  
Baltimore Gas and Electric Company  
Baltimore Power Company LLC  
Barclays Capital Services, Inc  
Bargain Energy, LLC

Bativa, IL (City of)  
BBPC LLC d/b/a Great Eastern Energy  
Blackstone Wind Farm, LLC  
Blue Ridge Power Agency, Inc.  
BlueRock Energy, Inc.  
Borough of Butler, Butler Electric Division  
Borough of Chambersburg  
Borough of Columbia, PA  
Borough of Lavallette, New Jersey  
Borough of Milltown  
Borough of Mont Alto, PA  
Borough of Park Ridge, New Jersey  
Borough of Pemberton  
Borough of Pitcairn, Pennsylvania  
Borough of Seaside Heights, New Jersey  
Borough of South River, New Jersey  
Boston Energy Trading and Marketing LLC  
BP Energy Company  
Brighten Energy LLC  
BTG Pactual Commodities (US) LLC  
Capital Energy, LLC  
Cargill Power Markets LLC  
Central Virginia Electric Cooperative  
Centre Lane Trading Limited  
Champion Energy Marketing LLC  
Champion Energy, LLC  
Choice Energy, LLC dba 4 Choice Energy, LLC  
Cincinnati Bell Energy, LLC  
Citigroup Energy Inc.  
Citizens' Electric Company of Lewisburg, PA  
City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power  
City of Dover, Delaware  
City of New Martinsville - WV  
City of Philippi - West VA  
City of Rochelle  
Clearview Electric, Inc.  
Cleveland Electric Illuminating Company Collegiate Clean Energy, LLC  
Commonwealth Edison Company  
ConocoPhillips Company  
Consolidated Edison Energy, Inc.  
Consolidated Edison Solutions, Inc.  
Constellation Energy Power Choice, LLC  
Constellation Energy Services, Inc.  
Constellation NewEnergy, Inc.  
Constellation Power Source Generation, LLC  
Credit Suisse (USA), Inc.

Current Power & Gas Inc.  
Dayton Power & Light Company (The)  
DC Energy LLC  
Delaware Municipal Electric Corporation  
Delmarva Power & Light Company  
Denver Energy, LLC  
Devonshire Energy LLC  
Direct Energy Business, LLC  
Direct Energy Business Marketing, LLC  
Direct Energy Services, LLC  
Downes Associates, Inc.  
DPL Energy Resources, Inc.  
DTE Energy Trading, Inc.  
Duke Energy Kentucky, Inc.  
Duke Energy Ohio, Inc.  
Duquesne Light Company  
Duquesne Light Energy, LLC  
Dynergy Energy Services, LLC  
Dynergy Kendall Energy, LLC  
Dynergy Marketing and Trade, LLC  
East Coast Power & Gas of New Jersey, LLC  
East Kentucky Power Cooperative, Inc.  
Easton Utilities Commission  
EDF Energy Services, LLC  
EDF Trading North America, LLC  
Eligio Energy, LLC  
Energetix, Inc.  
Energy Cooperative Association of Pennsylvania (The)  
Energy Cooperative of America, Inc.  
Energy Plus Holdings LLC  
Energy Services Providers, Inc.  
Energy Technology Savings, Inc.  
Energy Transfer Retail Power, LLC  
Energy.me Midwest llc d/b/a energy.me  
EnerPenn USA, LLC  
ENGIE Retail, LLC  
Entrust Energy East, Inc.  
Evergreen Gas & Electric, LLC  
Everyday Energy, LLC  
Exelon Generation Co., LLC  
First Point Power, LLC  
FirstEnergy Solutions Corp.  
Freepoint Energy Solutions LLC  
Frontier Utilities Northeast, LLC  
Front Royal (Town of)  
Galt Power Inc.

Gateway Energy Services Corporation  
GenOn Power Midwest, LP  
Gerdau Ameristeel Energy, Inc.  
Great American Power, LLC  
Greenlight Energy Inc.  
Green Mountain Energy Company  
Hagerstown Light Department  
Harborside Energy, LLC  
Harrison REA, Inc. - Clarksburg, WV  
HIKO Energy, LLC  
Holcim (US) Inc.  
Hoosier Energy REC, Inc.  
HSBC Technology & Services (USA), Inc.  
Hudson Energy Services, LLC  
IDT Energy, Inc.  
Illinois Municipal Electric Agency  
Illinois Power Marketing Company  
Inspire Energy Holdings, LLC  
J.P. Morgan Ventures Energy Corporation  
Jack Rich, Inc. d/b/a Anthracite Power & Light Company  
J. Aron & Company LLC  
Jersey Central Power & Light Company  
Josco Energy USA, LLC  
Just Energy Solutions Inc.  
Kiwi Energy NY LLC  
Kuehne Chemical Company, Inc.  
L & P Electric Inc., d/b/a Leggett & Platt Electric Inc.  
Land O'Lakes, Inc.  
Liberty Power Corp., L.L.C.  
Liberty Power Delaware LLC  
Liberty Power Holdings LLC  
LifeEnergy, LLC  
Linde Energy Services, Inc.  
Lower Electric, LLC  
LSC Communications US, LLC  
Lykins Oil Company d/b/a Lykins Energy Solutions  
Macquarie Cook Energy LLC  
Mansfield Power and Gas, LLC  
Major Energy Electric Services LLC  
MC Squared Energy Services, LLC  
Meadow Lake Wind Farm LLC  
Meadow Lake Wind Farm II LLC  
Meadow Lake Wind Farm III LLC  
Meadow Lake Wind Farm IV LLC  
MeadWestvaco Corporation  
Median Energy Corp.

Mega Energy Holdings, LLC  
Metropolitan Edison Company  
MidAmerican Energy Company  
MidAmerican Energy Services, LLC  
Mint Energy, LLC  
Morgan Stanley Capital Group, Inc.  
Morgan Stanley Services Group Inc.  
MP2 Energy NE, LLC  
MPower NJ LLC  
NATGASCO d/b/a/ Supreme Energy, Inc.  
National Choice Energy, LLC  
National Gas & Electric, LLC  
NextEra Energy Marketing, LLC  
Nextera Energy Services New Jersey, LLC  
Nextera Energy Services, Illinois, LLC  
Nittany Energy, LLC  
Noble Americas Energy Solutions LLC  
Noble Americas Gas & Power Corp.  
Nordic Energy Services LLC  
North American Power and Gas LLC.  
North Carolina Electric Membership Corporation  
North Carolina Municipal Power Agency Number 1  
Northeastern REMC  
Northern Virginia Electric Cooperative – NOVEC  
NRG Power Marketing, L.L.C.  
NYSEG Solutions, Inc.  
Oasis Power, LLC dba Oasis Energy  
Occidental Power Services, Inc.  
Ohio Edison Company  
Ohio Valley Electric Corporation  
Old Dominion Electric Cooperative  
Oxford Energy Services, LLC  
Palmco Power DC, LLC  
PALMco Power DE, LLC  
Palmco Power IL, LLC  
Palmco Power MD, LLC  
Palmco Power NJ, LLC  
Palmco Power OH, LLC  
Palmco Power PA, LLC  
PALMco Power VA, LLC  
Park Power LLC  
Parma Energy, LLC  
PBF Power Marketing LLC  
PECO Energy Company  
Pennsylvania Electric Company  
Pennsylvania Grain Processing LLC

Pennsylvania Power Company  
PEPCO Energy Services, Inc.  
Pinnacle Power LLC  
Plymouth Rock Energy, LLC  
Potomac Electric Power Company  
PPL Electric Utilities Corporation d/b/a PPL Utilities  
Prairieland Energy, Inc.  
Provision Power and Gas, LLC  
PSEG Energy Resources and Trade LLC  
PSEG Energy Solutions LLC  
Public Power, LLC (CT)  
Public Service Electric & Gas Company  
Realgy, LLC  
Red Oak Power, LLC  
Renaissance Power & Gas, Inc.  
ResCom Energy, LLC  
Residents Energy, L.L.C.  
Respond Power LLC  
Riverside Generating, LLC  
Rolling Hills Generating, LLC  
RPA Energy, Inc.  
R.R. Donnelley & Sons Company  
RRI Energy Services, LLC  
RRI Energy Solutions East, LLC  
Rushmore Energy, LLC (new)  
S.J. Energy Partners, Inc.  
Santanna Energy Services  
SFE Energy, Inc.  
SFE Energy NJ, Inc.  
Shipley Choice LLC  
Solios Power Mid-Atlantic Trading LLC  
Source Power & Gas LLC  
South Bay Energy Corp.  
South Jersey Energy Company  
Southeastern Power Administration  
Southern Indiana Gas & Electric  
Southern Maryland Electric Cooperative, Inc.  
Spark Energy, LLC  
Sperian Energy Corp  
Spring Energy RRH, LLC dba Spring Power & Gas  
Standard Gas & Electric, LLC  
Star Energy Partners LLC  
Starion Energy PA Inc.  
Stream Energy Columbia, LLC  
Stream Energy Delaware, LLC  
Stream Energy Illinois, LLC



Stream Energy Maryland, LLC  
Stream Energy New Jersey, LLC  
Stream Energy Pennsylvania, LLC  
Summer Energy of Ohio LLC  
Switch Energy, LLC  
Talen Energy Marketing, LLC  
Tenaska Power Services Co.  
TERM Power & Gas, LLC  
Texas Retail Energy, LLC  
Thurmont Municipal Light Company  
Titan Gas and Power  
Toledo Edison Company (The)  
Town of Berlin, Maryland  
Town of Williamsport  
Town Square Energy East, LLC  
TransAlta Energy Marketing (U.S.) Inc.  
TransCanada Power Marketing Ltd.  
Tri-County Rural Electric Cooperative, Inc.  
Trident Retail Energy, LLC  
TriEagle Energy, LP  
Trustees of the University of Pennsylvania  
Twin Eagle Resource Management, LLC  
UGI Energy Services, LLC  
UGI Utilities, Inc. - Electric Division  
VCharge, Inc.  
Verde Energy USA DC, LLC  
Verde Energy USA Illinois, LLC  
Verde Energy USA Maryland, LLC  
Verde Energy USA Ohio, LLC  
Verde Energy USA, Inc.  
Vineland Municipal Electric Utility (City of Vineland)  
Virginia Electric & Power Company  
Viridian Energy PA LLC  
Vista Energy Marketing, L.P.  
Wabash Valley Power Association, Inc.  
Wellsboro Electric Company  
West Penn Power Company d/b/a Allegheny Power  
WGL Energy Services, Inc.  
Xoom Energy Maryland, LLC  
Xoom Energy New Jersey, LLC  
XOOM Energy Ohio, LLC  
Xoom Energy, LLC  
York Generation Company, LLC

## **SCHEDULING COORDINATOR AGREEMENT**

This SCHEDULING COORDINATOR AGREEMENT (this "Agreement"), dated January 3, 2012 ("Effective Date") sets forth the rates, terms and conditions under which **COMMERCE ENERGY, INC.** ("Commerce Energy"), a California corporation, agrees to perform Scheduling Coordinator Services (as defined below) for **JUST ENERGY PENNSYLVANIA CORP.** ("Just Energy"), a Delaware corporation. Commerce Energy and Just Energy are hereinafter collectively referred to as "Parties" and individually as "Party." Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to those terms in Appendix A and in the Tariffs.

### **1. Term and Effective Date.**

- (a) Effective Date. This Agreement shall be effective on January 3, 2012 and shall continue through the Initial Term. Upon the conclusion of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods, unless either Party has given the other Party at least ninety (90) days' written notice prior to the end of the then effective term that it does not wish to renew this Agreement or unless terminated by a Party under the provisions of Sections 1(b) or 1(c).
- (b) Termination for Cause. If an Event of Default occurs with respect to Commerce Energy, then Just Energy shall have the right to terminate this Agreement upon the delivery of written notice to Commerce Energy. If an Event of Default occurs with respect to Just Energy, then Commerce Energy shall have the right to terminate this Agreement upon delivery of written notice to Just Energy.
- (c) Optional Termination. Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement at any time for any or no reason by providing (i) for any termination occurring within 18 months following the date of the Effective Date, 180 days prior written notice to the other Party, and (ii) for any termination occurring thereafter, 90 days prior written notice to the other Party.
- (d) Effect of Termination. Notwithstanding anything else set forth herein, the termination of this Agreement shall not relieve either Party of (i) any unfulfilled obligation or undischarged liability of such Party existing as of the termination date, (ii) the consequences of any breach or default under this Agreement to the extent not excused by this Agreement, or (iii) any obligations or liabilities arising from provisions of this Agreement that either expressly or by their nature survive the termination of this Agreement. Upon a termination for cause, all amounts due to the non-breaching Party will become immediately due and payable upon demand. Any amounts owed by a Party to the other Party pursuant to this Agreement upon an optional termination or amounts owed by a non-breaching Party in the event of a termination for cause shall become due and payable within twenty (20) days after the termination of this Agreement. Any corrections or adjustments to payments previously made shall be determined, and any refunds made (subject to invoice adjustments pursuant to Section 5).

- 2. Services to be Performed by Commerce Energy. During the term of this Agreement, Just Energy hereby appoints Commerce Energy as its exclusive scheduling coordinator for PJM and Commerce Energy hereby accepts such appointment. Subject to Just Energy performing the obligations stated herein and therein, Commerce Energy shall provide Just Energy with the Scheduling Coordinator Services.

### **3. Collateral Support.**

- (a) Collateral Support. Commerce Energy agrees to provide or post collateral or other security in the form of cash, letters of credit or guarantees as required by the Tariffs to or with PJM for Just Energy or on behalf of Just Energy as its Scheduling Coordinator in support of Just Energy's load

and/or assigned Load Assets with PJM as applicable. Such collateral will be provided by Commerce Energy directly to PJM or other similar account as required by PJM.

If allowed by applicable Tariffs and required by Commerce Energy, all collateral postings made pursuant to this Agreement shall be and remain in the name of Commerce Energy but be for the benefit of Just Energy. If such collateral postings are in the name of Just Energy, Just Energy shall irrevocably direct in writing that all monies returned or relinquished by the parties with whom such collateral has been posted be deposited as directed by Commerce Energy in writing.

**(b) Requests for Collateral Support and Calculation of Collateral Provided.**

(i) For purposes of any collateral posted on behalf of Just Energy, but under Commerce Energy's account with a third party (taking into account Commerce Energy's other activities within such third party), the actual amount of collateral to be posted on behalf of Just Energy shall be (a) determined by Commerce Energy in its sole discretion and based upon Commerce Energy's reasonable estimation (but always in accordance with any applicable Tariffs) of the amount of collateral that Just Energy would have been required to post with such parties, as applicable, directly and (b) in such amount (up to the amount then available Maximum Collateral Amount) and in such form as may be agreed upon by Commerce Energy and such parties. Just Energy further understands and agrees that there may be various methods of calculating the amount of collateral required in support of Just Energy's business due to Commerce Energy's credit quality and its other on-going business with such counterparties. Commerce Energy's method of calculating the amount of collateral required (or that would have been required) of Just Energy absent this Agreement shall be controlling (provided always that it is in compliance with any applicable Tariff).

(ii) Just Energy understands that PJM calculates the amount of collateral required on a daily basis and Commerce Energy, as scheduling coordinator in PJM market, is responsible to PJM for posting the required collateral support. Once each calendar month, Commerce Energy shall provide Just Energy with calculations showing the amount of funds drawn on behalf of Just Energy with respect to PJM market. Just Energy shall have ten (10) Business Days following receipt of such calculations (which may be sent by Commerce Energy to Just Energy via electronic mail) to accept or dispute, in good faith and in writing, such calculations, following which Just Energy shall conclusively be deemed to have accepted such calculations. If Just Energy disputes a collateral support draw pursuant to this provision, the Parties shall work together in good faith to promptly resolve the dispute.

(c) **Return of Collateral Provided.** Just Energy agrees to immediately return to Commerce Energy any collateral provided by Commerce Energy on behalf of Just Energy upon expiration or termination of this Agreement. To the extent that Commerce Energy is required by PJM or any Tariff to maintain collateral postings on behalf of Just Energy following the expiration or termination of this Agreement, Just Energy agrees to provide Commerce Energy with collateral in the form of a letter of credit in the form and from a financial institution reasonably acceptable to Commerce Energy in same amount as Commerce Energy is required to provide to PJM. This provision shall survive termination or expiration of this Agreement.

4. **Fees for Scheduling Coordinator Services.** For services rendered by Commerce Energy hereunder, Just Energy shall pay Commerce Energy a Scheduling Coordinator Service Fee in accordance with the mutual agreement of the Parties.
5. **Invoicing.** Commerce Energy will invoice Just Energy on a quarterly basis for services rendered pursuant to this Agreement as set forth in Schedule 1. Each invoice rendered under this Agreement shall be subject to adjustment by Commerce Energy in order to true-up charges based on PJM

settlements and other data. After revised PJM settlement and other data becomes known to Commerce Energy, Commerce Energy shall deliver to Just Energy a revised invoice reflecting debits or credits, as applicable, to the previous billing amounts. Commerce Energy's right to adjust invoices hereunder shall specifically survive termination of this Agreement for a period equal to expiration of the statute of limitations applicable to the ISOs for such adjustments.

6. **Force Majeure.** If a Party is rendered unable, by an event of Force Majeure to carry out wholly or in part its obligations under this Agreement and if such Party gives written notice and full particulars of such event of Force Majeure to the other Party promptly after the occurrence of the event relied on, then the obligations of the Party affected by such event of Force Majeure, other than the obligation to make payments then due or becoming due hereunder, shall be suspended from the inception and throughout the period of continuance of any such inability so caused, but for no longer period, and the affected Party shall use commercially reasonable efforts to remedy the event of Force Majeure with all reasonable dispatch.

7. **Indemnification.**

- (a) **Just Energy Indemnity and Release.** JUST ENERGY SHALL RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY COMMERCE ENERGY AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, PARTNERS, MEMBERS, PARTICIPANTS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, TRUSTEES, OFFICERS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, FOR AND AGAINST ANY AND ALL DIRECT OR THIRD-PARTY LOSSES, CLAIMS, CHARGES, EXPENSES, DEMANDS, JUDGMENTS, LIABILITIES, FINES, PENALTIES, (INCLUDING BUT NOT LIMITED TO ANY FINES OR PENALTIES BY PJM), TAXES AND ATTORNEY'S FEES RELATING TO OR ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR THE PROVISION OF THE SCHEDULING COORDINATOR SERVICES, EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM COMMERCE ENERGY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR INTENTIONAL TORT.

- (b) **Commerce Energy Indemnity and Release.** COMMERCE ENERGY SHALL RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY JUST ENERGY AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, PARTNERS, MEMBERS, PARTICIPANTS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS FROM, FOR AND AGAINST ANY AND ALL DIRECT OR THIRD-PARTY LOSSES, CLAIMS, CHARGES, EXPENSES, DEMANDS, JUDGMENTS, LIABILITIES, FINES, PENALTIES, (INCLUDING BUT NOT LIMITED TO ANY FINES OR PENALTIES BY PJM), TAXES AND ATTORNEY'S FEES RELATING TO OR ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR THE PROVISION OF THE SCHEDULING COORDINATOR SERVICES, EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM JUST ENERGY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR INTENTIONAL TORT.

- (c) **Scope of Indemnities, Releases and Allocation of Liability.** EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, THE INDEMNITIES, RELEASES AND ALLOCATIONS OF LIABILITY IN THIS AGREEMENT ARE WITHOUT REGARD TO THE CAUSES OF

LOSSES, INCLUDING THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY, RELEASED PERSON OR PERSON AWAY FROM WHICH A LIABILITY IS ALLOCATED, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, OR THE STRICT LIABILITY OF AN INDEMNIFIED PARTY, RELEASED PERSON OR PERSON AWAY FROM WHICH A LIABILITY IS ALLOCATED.

8. **Limitation of Damages.** NO PARTY NOR ITS AFFILIATES NOR THEIR RESPECTIVE AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, PARTNERS, MEMBERS, PARTICIPANTS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS OF ANY OF THEM SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES OR THE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTICIPANTS, PARTNERS, MEMBERS, SHAREHOLDERS, PRINCIPALS, DIRECTORS OR TRUSTEES OF ANY OF THEM FOR CLAIMS FOR INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW OR OTHERWISE, CONNECTED WITH OR RESULTING FROM PERFORMING OR NOT PERFORMING UNDER THIS AGREEMENT.
9. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS. JUST ENERGY AGREES THAT ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER TO THE PERFORMANCE OR ENFORCEMENT OF SUCH RIGHTS OR OBLIGATIONS SHALL BE BROUGHT IN THE COURTS OF THE STATE NEW YORK IN NEW YORK COUNTY OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON PARTY A BY MAIL AT THE ADDRESS OF ITS PRINCIPAL OFFICE AS SET FORTH SECTION 19 OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HERINAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT.
10. **Amendment.** This Agreement may only be amended by a writing executed by an authorized representative of each Party.
11. **Waiver.** If on any occasion a Party does not insist upon the performance of any term, condition or provision of this Agreement, such forbearance shall not operate or be construed as an acceptance of any variation in any term, condition or provision of this Agreement or relinquishment of any right under this Agreement. No waiver by either Party of any right or of any default by the other Party under this Agreement shall be effective unless the waiver is in writing and signed by the waiving Party, and no waiver shall operate or be construed as a waiver of any other or further right or as a waiver of any future default, whether of like or different character or nature.
12. **Confidential Information.** Each Party shall hold in confidence all confidential information disclosed to it by the other Party or its representatives or by an ISO with respect to a Party that, including this Agreement, proprietary practices, technical information, information regarding management policies, economic policies, financial and ownership information, marketing strategies and practices and other data and any information that is designated as "confidential" or "proprietary" ("Confidential Information"). For the avoidance of doubt, Commerce Energy considers its

scheduling and trading strategies and the pricing information to be proprietary and confidential. Confidential Information shall not include (a) information that is publicly available, or (b) information obtained by a Party from a third party not known to be under an obligation of non-disclosure to Just Energy or Commerce Energy, as the case may be. The obligations in this Section 12 shall continue in effect during the term of this Agreement and for two years after the termination date. Notwithstanding the foregoing, any Party may disclose Confidential Information (i) to the extent necessary to perform this Agreement, (ii) to any governmental authority or as otherwise required by law, but only to the extent legally required to do so, and (iii) to its affiliates, advisors, auditors, legal counsel, lenders and insurers provided they agree to similar prohibitions on disclosure.

13. **No Dedication of Facilities.** Neither the Scheduling Coordinator Services performed by Commerce Energy under this Agreement nor any Party's actions or inactions under this Agreement shall constitute or be construed as a dedication of the systems or assets, or any portion thereof, of any Party to the public or to the other Party.
14. **Complete Agreement.** This Agreement is the Parties' complete and final expression of agreement on the subject matter of this Agreement and supersedes all prior agreements, representations, understandings, negotiations, offers and communications, whether oral or written, regarding the subject matter of this Agreement.
15. **Obligations Several / Relationship.** The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.
16. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and nothing in this Agreement shall be construed to create any rights in favor of, any duty to or standard of care with reference to, or any liability to any third party, except for the rights of Commerce Energy Related Parties under Section 2 of Schedule 1.
17. **Assignments.** No Party may assign this Agreement or any right or obligation under this Agreement without the prior written consent of the other Parties. Any purported assignment in violation of this Section 18 shall be void. Notwithstanding the foregoing, each Party shall be entitled to assign all of its respective right, title and interest under this Agreement to any creditor of such Party, solely as security for the obligations of such Party in connection with indebtedness owing to such creditors; provided, for clarity, such assignment shall not relieve such Party from any of its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
18. **Severability.** If any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall not be affected. With respect to a provision held invalid or unenforceable, the Parties shall amend this Agreement as necessary to affect the Parties' original intent as closely as possible.
19. **Change in Tariff or PJM Operating Procedure.** If there is a change in PJM's Tariff or operating procedure which has an impact on the implementation of this Agreement, the Parties agree to use commercially reasonable efforts to conform this Agreement to accommodate such changes.
20. **Drafting Ambiguity.** The rules of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits, or schedules to this Agreement.
21. **Additional Parties.** With the consent of each other Party hereto, any other affiliate of Just Energy may become a party hereto by entering into a supplement to this Agreement and agreeing to be bound by the terms hereof.

\*\*\*

To evidence their acceptance of this Agreement, the Parties have caused their authorized representatives to sign below as of the date set forth in the introductory paragraph.

**COMMERCE ENERGY, INC.**

By:   
Name: Beth Summers  
Title: Chief Financial Officer

APPROVED  
BY LEGAL  


**JUST ENERGY PENNSYLVANIA CORP.**

By:   
Name: Beth Summers  
Title: Chief Financial Officer

## APPENDIX A – DEFINITIONS

**“Event of Default”** means

- (i) The failure by a Party to make, when due, any payment due under this Agreement if such failure is not remedied within three (3) Business Days after written notice of such failure is given to such Party; or
- (ii) The default in the observance or performance by a Party of any of such Party's material covenants or agreements in this Agreement (other than a default in a payment obligation or obligation to post security set forth herein) and such default continues unremedied three (3) Business Days after written notice is given to such Party failing to perform its covenants or agreements under this Agreement; or
- (iii) the failure of Just Energy to be and remain a Participant in good standing with PJM; or
- (iv) Either Party:
  - (A) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such proceeding remains undismissed for thirty (30) days; or
  - (B) makes an assignment or any general arrangement for the benefit of creditors; or
  - (C) otherwise becomes bankrupt or insolvent (however evidenced); or
  - (D) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or
  - (E) is generally unable to pay its debts as they fall due.

**“FERC”** means the Federal Energy Regulatory Commission.

**“Force Majeure”** shall mean an event that is beyond the control of the Party affected including but not limited to any act of God, failure of contractors or suppliers of materials, act of the public enemy, invasion, insurrection, ice, explosion, breakage or accident to machinery or equipment, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, labor dispute, material shortage, sabotage, terrorist activity, restraint, curtailment, order, regulation or restriction imposed by court order, governmental, military or lawfully established civilian authorities, emergency circumstances upon the property or equipment of PJM, and action or non-action by or inability to obtain the necessary authorization or approvals from any governmental agency or authority, which by exercise of due diligence such Party has been unable to overcome. Force Majeure shall not include economic hardship.

**“Initial Term”** means one year from the Effective Date.

**“PJM”** means PJM Interconnection, LLC (or any successor organization).

**“Scheduling Coordinator Services”** means those services as identified on Schedule 1 attached hereto.

**“Tariffs”** means PJM's tariffs that apply to market participants.



## Schedule 1 – PJM Services

Service Provider: Commerce Energy, Inc.

ISO: PJM

Date Service is to start: As Agreed between the parties – ratification of actions prior to the Effective Date confirmed.

### 1. Services to be performed by Commerce Energy

- (a) **Load Buses:** Commerce Energy and Just Energy shall establish Load Buses with PJM for the exclusive benefit of Just Energy pursuant to the terms of this Agreement for the scheduling and deliver of all sales of electric power by Just Energy to its customers in Pennsylvania. Commerce Energy reserves the right to decline to provide Scheduling Coordinator services for Just Energy in any service territory; provided, however, that should Commerce Energy decline to provide such services, Just Energy may perform such services itself for such service territory or engage another service provider to provide such services.
- (b) **Scheduling Energy:** Commerce Energy shall submit Just Energy's forecasts and day-ahead schedules to PJM. Commerce Energy shall not take title to energy, but shall act only as Scheduling Coordinator. In the event that Just Energy's forecasts deviate consistently from actual usage, Commerce Energy reserves the right to modify the schedules before submitting them, and Just Energy shall be responsible for all charges relating to changed schedules. Furthermore, in the event that Just Energy's forecasts do not deviate consistently from actual usage, upon mutual agreement by Just Energy, Commerce Energy may modify the schedules.
- (c) **PJM Invoices:** Commerce Energy will receive and pass-through to Just Energy actual current-month PJM charges incurred on Commerce Energy load buses containing Just Energy's activity in the month established pursuant to the terms hereof.
- (d) **PJM Settlements.** Commerce Energy will receive and pass-through real-time energy settlements, ancillary services charges settlements, and any other PJM settlement charges (or credits) to Just Energy, all based on PJM settlement processes.

Commerce Energy shall provide Just Energy with PJM settlement statements pursuant to the following, and Just Energy shall reconcile all PJM settlements with Commerce Energy promptly thereafter:

- (1) Commerce Energy will provide Just Energy PJM settlement statements:
  - i. on or about two (2) Business Days after flow;
  - ii. on or about the seventh (7<sup>th</sup>) Business Day of the first (1<sup>st</sup>) month after flow;
  - iii. on or about the seventh (7<sup>th</sup>) Business Day of the fifth (5<sup>th</sup>) month after flow;
  - iv. on or about the seventh (7<sup>th</sup>) Business Day of the seventh (7<sup>th</sup>) month after flow; and
  - v. on or about the seventh (7<sup>th</sup>) Business Day of the thirteenth (13<sup>th</sup>) month after flow (to the extent that PJM has a 12 month settlement interval).
- (2) For the avoidance of doubt, PJM settlement statements Commerce Energy provides Just Energy hereunder will include the following (not the actual PJM files but the information pertaining to Just Energy):

- i. PJM Hourly Billing File (day-ahead purchases, real-time purchases or sales, ancillary services charges, and NTAC); and
- ii. PJM Daily Billing File (ancillary services charges and NTAC)

(3) In addition, Commerce Energy will provide to Just Energy its monthly capacity obligation (unless Just Energy receives this information directly from PJM).

- (e) **On-going Reporting.** To the extent available to Commerce Energy, Commerce Energy will provide to Just Energy such data as Just Energy may reasonably request from time-to-time that applies to Just Energy's daily/hourly PJM activity.
- (f) **Discrepancies:** Commerce Energy shall use reasonable efforts to assist Just Energy in resolving any third-party disputes relating to the Scheduling Coordinator Services provided by Commerce Energy to Just Energy. Such assistance may include attempting to resolve any disagreements or discrepancies with PJM, including the filing of disputes on Just Energy's behalf with PJM where appropriate, but shall not include any disputes encompassed in PJM ADR Procedures or the rendering of legal advice. Each Party agrees to immediately advise the other Party in writing of any disputes that may arise with PJM pertaining to Just Energy. To avoid duplication of effort and confusion and unless Commerce Energy expressly declines to handle a particular matter in writing, the Parties agree that Commerce Energy shall initiate and coordinate the communication between Just Energy and PJM pertaining to any dispute. Just Energy hereby expressly authorizes Commerce Energy to settle any dispute that Just Energy may have with PJM attributable to any action that Commerce Energy is authorized to take on behalf of Just Energy pursuant to this Agreement at Just Energy's sole cost upon Just Energy's approval that will not be unreasonably withheld. In addition to the Scheduling Coordinator Service Fee, Just Energy shall be responsible for reimbursing Commerce Energy for Commerce Energy's reasonable costs in providing such assistance.
- (g) **Commerce Energy Excused.** Commerce Energy shall be excused from performing its obligations under this Agreement to the extent that any of the following prevents, delays or interferes with Commerce Energy's ability to perform such obligations: (i) any failure by Just Energy to perform any of its obligations under this Agreement or any related/other agreement between the Parties (including the posting or maintaining of adequate collateral or reserves), (ii) any revisions to Tariffs or scheduling rules, or (iii) any actions by any governmental authority.

1. **Just Energy's Obligations.**

- (a) **Load Forecasting:** Just Energy shall provide its load forecasts and day-ahead schedules by hour and by Load Bus and provide timely and in writing to Commerce Energy. Just Energy acknowledges that Commerce Energy will rely on Just Energy's forecasts and day-ahead schedules for the purposes submitting to PJM on Just Energy's behalf.
- (b) **Daily Timeline:** By 12:00 p.m. eastern prevailing time on the days listed below under "Schedule Provided", Just Energy shall provide Commerce Energy with final hourly load forecasts by Load Bus for the respective flow days listed below under "Flow Day". Below are the days for the final forecasts to be provided for the respective Flow Days:

<u>Schedule Provided:</u>	<u>Flow Day:</u>
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday

Thursday  
Friday

Saturday  
Sunday, Monday, Tuesday

If the deadline of providing a forecast(s) is a not a Business Day, then the forecast(s) to be provided on that day shall be provided on the Business Day prior. For purposes of this Agreement "Business Day" means any day except a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday, the weekday before and after the Christmas holiday, or a Federal Reserve Bank holiday. Commerce Energy will review the load forecast and seek Just Energy's direction and agreement on the scheduling plan. Just Energy shall provide to Commerce Energy all information required to schedule the load, including information required under the Tariffs. Just Energy understands and agrees that all information it provides to Commerce Energy must be accurate, complete and consistent with Just Energy's scheduling plans. Just Energy shall comply with all rules, regulations, policies and procedures of PJM in all scheduling matters. Just Energy acknowledges that Commerce Energy will be communicating information that Commerce Energy receives from Just Energy to PJM and is relying on Just Energy to provide accurate and complete information. **WITHOUT LIMITING JUST ENERGY'S OBLIGATIONS UNDER THIS AGREEMENT, JUST ENERGY AGREES THAT IT WILL INDEMNIFY AND HOLD HARMLESS COMMERCE ENERGY AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, PARTNERS, MEMBERS, PARTICIPANTS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS OF ANY OF THEM (COLLECTIVELY, "COMMERCE ENERGY RELATED PARTIES") WITH RESPECT TO ANY FINES OR PENALTIES THAT MAY BE ASSESSED AGAINST THE COMMERCE ENERGY RELATED PARTIES BY PJM FOR INACCURATE OR INCOMPLETE INFORMATION THAT JUST ENERGY PROVIDES TO COMMERCE ENERGY.**

- (c) No Customer Rights. Just Energy shall be solely responsible for all electric service and other contractual obligations that it may promise to third parties, including any customer service functions, and nothing in this Agreement shall be construed as giving rise to any contractual or other relationship between Commerce Energy and such customers, or conferring any third-party beneficiary rights to such customers.
- (d) Customer Billing Excluded. Just Energy shall be solely responsible for billing and collection services with regard to its customers and Commerce Energy shall have no responsibility or involvement with such matters.
- (e) Participant Standing. Just Energy and Commerce Energy shall comply with all procedures, rules and regulations, and maintain all necessary authorizations for each respective Party to perform its obligations under this Agreement, including, but not limited to, the regulations of PJM, the FERC, and any local distribution company ("LDC") in which Just Energy is selling energy to end-use customers in such LDC's service territory.