

August 8, 2019

**VIA ELECTRONIC AND OVERNIGHT MAIL**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Secretary  
400 North Street, Keystone Building  
Harrisburg, PA 17120

Re: PUC Docket No. A-2019-3011398 - Application of Energy CX, LLC for a Natural Gas Supplier License (Broker)

Dear Secretary Chiavetta:

In response to the letter with Staff data requests sent on July 9, 2019, to Energy CX, LLC, related to its application for a Natural Gas Supplier License (Broker), please find the requested information enclosed to address Data Requests #1 and #2. Data Request #3, related to updates to the Tax Certification Statement, has been filed via overnight mail under confidential cover.

Please do not hesitate to let me know if you have any questions or concerns about this application ([frankcaliva@prquinlan.com](mailto:frankcaliva@prquinlan.com), 202.506.1657).

Sincerely,

Frank Caliva III  
P.R. Quinlan Associates Inc.  
*Regulatory Consultant to Energy CX, LLC*

**Docket No. A-2019-3011398**  
**ENERGY CX, LLC**  
**Data Requests**

1. Reference Application, Section 4.d, Proposed Service Area – Applicant failed to provide a bonding letter for National Fuel Gas Distribution Corporation. Please provide the missing document. **Please see the National Fuel Gas Distribution Corporation bonding letter at Data Request Exhibit 1.**
  
2. Reference Application, Section 7.b, Financial Fitness – Applicant failed to provide sufficient documentation to demonstrate financial fitness for ENERGY CX, LLC. Please provide financial fitness documentation that includes up to three consecutive months of bank statements for ENERGY CX, LLC or an agreement between Energy Connection and ENERGY CX, LLC that proves that Energy Connection will provide ENERGY CX, LLC sufficient funds to operate as an Electric Generation Supplier in Pennsylvania. Please provide the missing documentation. **Please see executed Memorandum of Understanding between Energy CX, LLC and Biofuels Technology LLC d/b/a Energy Connection at Data Request Exhibit 2.**
  
3. Reference Application, Section 7.f, Taxation – Applicant failed to provide a Revenue ID Number. Any company registered in the Commonwealth of Pennsylvania after March 2013 must contact the Pennsylvania Department of Revenue for its 10-digit Revenue ID Number. Please resubmit a complete Tax Certification Statement. **Please see the updated Tax Certification Statement, now including the 10-digit Revenue ID Number, at Data Request Exhibit 3, which has been filed via overnight mail under confidential cover.**

## VERIFICATION

I, Mark Rice, 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 the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

*Mark Rice*

---

Mark Rice  
President  
Energy CX, LLC

**Data Request Exhibit #1 -  
NFGD Bonding Letter**



**National Fuel**

June 6, 2019

Mark Rice, President  
Energy CX, LLC  
3501 Woodhead Drive, #5  
Northbrook, IL 60062

Re: Energy CX, LLC

Dear Mark,

National Fuel Gas Distribution Corporation (“NFGDC”) is aware Energy CX, LLC (ECX) has filed an application with the Pennsylvania Public Utility Commission to supply natural gas service to the public in Pennsylvania and specifically within the service territory of NFGDC.

As you know, in making such an application, ECX must furnish acceptable security to each utility where ECX will do business. As such, under its tariff, NFGDC could require ECX to provide a bond or other financial security instrument in an amount that NFGDC determines to be appropriate.

However, you have indicated, and it is NFGDC’s understanding that ECX intends only to provide natural gas aggregating, brokering and consulting services at this time. You have stated that, in performing these services, ECX will never take title to any delivered natural gas.

Based upon your representations, NFGDC has determined that, at this time, ECX does not need to post a bond or other form of security to operate in its service territory. However, if the services provided by ECX change in the future, NFGDC reserves the right to require security from ECX as it deems appropriate.

If you have any questions concerning the foregoing, please contact me at 716-857-7541.

Yours truly,

Nicole Barker  
Transportation Services Department

**Data Request Exhibit #2 -  
Memorandum of Understanding**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is executed on the 22nd day of July, 2019

### BETWEEN:

1. **Biofuels Technology LLC DBA Energy Connection** a Company located at 3501 Woodhead dr., Northbrook, IL., 60062 (hereinafter referred to as "First Party")
2. **EnergyCX, LLC** a LLC located at (hereinafter referred to as "Second Party")

(The "First Party" and "Second Party" individually referred to as "Party" and collectively to be referred as "Parties")

### TERMS:

#### 1. PREAMBLE

Through an agreement dated 7/17/2019, the Second Party received funding from First Party for Business Development in accordance with the terms of above said Agreement.

#### 2. ACKNOWLEDGMENT

The Second Party hereby acknowledge that the Second Party is funded by First Party as per the terms of the above said agreement.

#### 3. DISCLAIMER AND LIMITATION OF LIABILITY

Except as expressly set forth in this Agreement, neither party makes no representations or warranties whatsoever, express or implied, with respect to the activities to be shown under this Agreement and provides all such activities in a commercially reasonable manner consistent with the level of care. Each party shall be liable for losses of the other party incurred in connection with this Agreement only to the extent such losses result from the wilful misconduct or gross negligence of such party.

#### 4. AMENDMENTS

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

**5. SEVERABILITY**

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming enforceable in whole or in part.

**6. WARRANTY & REPRESENTATION**

Each signatory to this Agreement hereby warrants that (s) he has the authority to execute this Agreement.

**7. HEADINGS**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**8. BINDING ON SUCCESSORS**

Subject to the restrictions on assignment contained herein, this Agreement shall inure to the benefit of the Parties hereto, and shall be binding upon the Parties hereto and their respective successors, personal representatives, heirs and assigns.

**9. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions. The parties agree that any disputes between them may be heard only in the competent courts of the State of Illinois, and the parties hereby consent to venue and jurisdiction in those courts.

**10. GENERAL**

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

In Witness whereof both the parties have set their respective hands into this Agreement on the day, month and year herein above mentioned.

**FIRST PARTY**

EnergyCX, LLC  
Connection

  
(Authorized Signatory)

Name: Max Rice

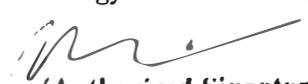
Date: 7/22/19

**WITNESS**

1. 
2. 

**SECOND PARTY**

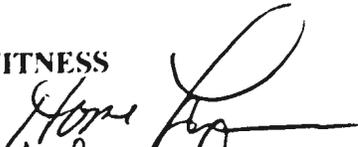
Biofuels Technology LLC DBA Energy

  
(Authorized Signatory)

Name: Mark Rice

Date: 7/22/19

**WITNESS**

1. 
2. 

**Data Request Exhibit # 3 -  
Tax Certification Statement**

*Filed via overnight mail under  
confidential cover*