

March 5, 2020

Brinda Westbrook
Commission Secretary
Public Service Commission of the District of Columbia
1325 G Street, N.W., Suite 800
Washington, D.C. 20005

Re: Docket Nos. EA2020-01 & GA2020-01 - Applications of Energy CX, LLC for a License to Supply Electricity or Electric Generation Services and Natural Gas to the Public in the District of Columbia (Broker Option)

Dear Secretary Westbrook:

Please find enclosed additional responses of Energy CX, LLC to the additional information requested by the Public Service Commission in the application deficiency letter dated February 3, 2020 and amplified by electronic mail exchanged with Staff on February 24 and 25, 2020.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Caliva III', with a stylized flourish at the end.

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

Responses of Energy CX, LLC

1. Pursuant to Chapters 46 and 47, 15-DCMR, a sample copy of each of the electricity and natural gas supplier's (the third-party supplier(s)) supply customer contract and a sample bill;

Please find at Attachment #1 a natural gas supply customer contract and two sample bills from a retail energy supplier on whose behalf Energy CX, LLC will likely be brokering when and if Energy CX, LLC is licensed by the Public Service Commission.

2. Pursuant to Chapters 46 and 47, 15-DCMR, proof that the Applicant has registered with the District of Columbia Office of Tax and Revenue.

Please see Attachment #2.

Attachment #1
Natural Gas Supply Customer
Contract and Sample Bill

Contract Number:

Page 1 of 5

Customer Service: During normal business hours, Buyer may contact Sprague Customer Service at Sprague's toll free number at: (844) 994-3835 for issues.

Additional Provisions: Buyer understands and agrees that Sprague may pay a fee to [BROKER] with regard to this Transaction Confirmation.

If Buyer's Service Location is in District of Columbia, please note the following:

(a) Seller will supply Buyer Gas on the terms in this Agreement; (b) Buyer's minimum use requirement are the monthly contract volumes listed in Exhibit A; (c) Buyer has no time of use restrictions under this Agreement; (d) Price of Gas is described on Exhibit A; (e) Invoices from Seller under this Agreement do not include utility costs; (f) Billing procedure is described in Section 7; (g) Buyer will receive separate bills from Seller and Buyer's LDC for Gas supply and distribution services; (h) The term of this Agreement is defined in Section 2; (i) Buyer is not required to provide a deposit as security; (j) Buyer will be charged the Price for Gas delivered and applicable Taxes, and, as provided for in this Agreement, may be charged the following: damages for breach of contract, imbalance charges, penalties and other fees imposed by Buyer's LDC, Seller's costs resulting from Buyer's Operational Change, and interest on past due balances; (k - l) Neither party has a right to terminate the Agreement "early", however, each party has certain termination rights, more specifically described in this Agreement, to terminate the Agreement if certain events occur (including Termination Events); (m) If you wish to renew this Agreement or enter into a new Agreement, please contact Seller's Customer Care Department at: CustomerCare@spragueenergy.com; (n) Disputes between the parties will be resolved in accordance with the procedure set forth in the Dispute Resolution Procedure below. (p) the DC Office of the People's Counsel is an advocate for consumers of natural gas in the District of Columbia and can be reached by phone at 202-727-3071, or you can visit their website at <http://www.opc-dc.gov/>.

If Buyer's Service Location is in Virginia, please note the following:

Buyer's LDC has a "minimum stay requirement" of 12 months which means that if the Buyer returns to LDC sales service for any reason, Buyer must remain on LDC sales service for a minimum of 12 months. Subject to the terms of this Agreement, Buyer's minimum term is the duration of the Initial Term. Seller will not unilaterally change any of the terms of this Agreement, all changes to the terms of this Agreement must be agreed between both Buyer and Seller. In the event that Seller assigns this Agreement to another competitive service provider, the competitive service provider shall communicate such changes to the customer at least 30 days in advance of implementing such changes.

Dispute Resolution Procedure

For Buyer Service Locations in the District of Columbia and Virginia only, in the event of a dispute between the parties that is unable to be resolved after reasonable efforts, either party may provide written notice to the other party that it is invoking this dispute resolution procedure, whereupon the parties will cooperate in good faith to schedule a phone call on which a representative from each party will negotiate in good faith to settle the dispute. If within fifteen days after one party has given the other written notice the parties have not settled the dispute, either party may pursue whatever remedies available to it, subject to the terms of this Agreement, at law or in equity. Without regard to this Dispute Resolution Procedure, Buyer may contact the commission licensing Seller to sell natural gas in Buyer's jurisdiction to initiate a complaint pursuant to such commission's procedures.

(800) 752-7520 In the event of a natural gas emergency, Buyer should contact their local gas utility at (800) 752-7520. For a list of local distribution companies and their contact information, visit:

Contact Info:

Maryland Public Service Commission website: <http://www.psc.state.md.us/> or write: Maryland Public Service Commission, 6 St. Paul St, 16th Floor, Baltimore, MD 21202 or phone: (800) 492-0474.

Commonwealth of Virginia Division of Public Utility Regulation website: <http://www.scc.virginia.gov/> or write: State Corporation Commission, Division of Public Utility Regulation, P.O. Box 1197, Richmond, VA 23218 or phone: (800) 552-7945.

Public Service Commission of the District of Columbia website: <http://www.dcpsc.org/> or write: Public Service Commission of the District of Columbia, 1325 G Street N.W., Suite 800, Washington, DC 20005 or phone: (202) 626-5100.

This Natural Gas Retail Sales Agreement ("Agreement ") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals. This Agreement shall not become effective unless accepted by Sprague. Buyer hereby authorizes its LDC to provide Sprague with all information regarding Buyer's gas requirements and that which is necessary for Sprague to perform its obligations hereunder. Buyer further authorizes Sprague to act as its agent in dealing with the LDC. This Natural Gas Retail Sales Agreement ("Agreement") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals.

CUSTOMER'S RIGHT TO CANCEL

If Buyer's service location is in Virginia, Buyer may cancel, without penalty, its service with Seller by notifying Seller or Buyer's local distribution company prior to the close of business on the tenth day following the mailing of notice by the local distribution company of an enrollment request.

SEEN AND AGREED:**Sprague Operating Resources LLC****Signature:** _____**Print Name:** _____**Šener E. Pašalić****Title:** _____**Managing Director, Natural Gas & Power Sales****Date:** _____**SEEN AND AGREED:****Signature:** _____**Print Name:** _____**Title:** _____**Date:** _____

Natural Gas "Terms of Service"

1. **Delivery and Damages.** Natural gas ("Gas") is sold hereunder on a firm basis, meaning that either party may interrupt its performance without liability only when Force Majeure applies under Section 9. For any day that Sprague fails to deliver Gas or Buyer fails to receive Gas, the performing party shall be entitled to damages from the other party equal to the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms which should have been received or delivered that day, whichever is greater.

2. **Term.** The initial term shall commence as of the first date of service, which will occur in accordance with the LDC's tariff, rules and regulations. Upon the conclusion of the initial term, this Agreement shall automatically renew on a month-to-month basis at a rate equal to a market based price plus any applicable LDC capacity and/or supply costs until terminated by either party giving at least 30 days' prior written notice to the other party; provided, however, that Buyer shall remain liable for Gas supplied by Sprague pursuant to the terms of this Agreement until such service can be terminated in accordance with the LDC's tariff, rules and regulations.

3. **Termination Event.** Sprague may terminate this Agreement upon 10-days' written notice to Buyer (and subject to the LDC's tariff, rules and regulations) if the Buyer a) commences a proceeding under any bankruptcy or similar law for the protection of its creditors or such proceeding is commenced against Buyer; b) otherwise becomes bankrupt or insolvent (however evidenced); or c) fails to pay Sprague's invoice when due. Upon termination, Buyer shall pay Sprague the cost of cover plus any applicable LDC capacity related costs and/or imbalance charges or \$0.09 per therm multiplied by the number of therms in the remaining term, whichever is greater. Buyer shall be liable for all costs and reasonable attorney fees incurred by Sprague in collecting overdue payment from Buyer. Notwithstanding any terms to the contrary in this Agreement, Sprague shall abide by all notice and cure periods as required by all applicable laws and regulations.

4. **Transportation, Nominations and Scheduling.** Sprague will deliver Gas in compliance with the applicable tariff's quality and measurement specifications and transport it to the delivery point(s), at which title shall pass to Buyer and Buyer will be responsible for transporting the Gas from such delivery point. Sprague expressly disclaims all other warranties of quality or fitness for a particular purpose. Buyer shall be responsible for all imbalance charges, penalties or other fees except those resulting from Sprague's failure to reasonably nominate and schedule Gas for Buyer. Upon request, Buyer shall provide to Sprague copies of Buyer's LDC statements, reports or meter readings.

5. **Operational Change or Flow Order.** Buyer shall immediately notify Sprague of any event that may materially alter Buyer's Gas usage, i.e. equipment installations, repairs, shutdowns, or production schedule changes. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices. If a known event exceeds one month in duration, Sprague may renegotiate this agreement and terminate this agreement if a satisfactory renegotiation cannot be completed within 30 days. If Sprague is negatively impacted financially from such Operational Change, Buyer agrees to reimburse Sprague for all documented costs. In the event an Operational Flow Order, Critical Day or restriction is declared by transporters upstream or downstream of the Delivery Point, Sprague may cash out all volumes nominated or used above or below the day's ratable share of the Monthly Contract Quantity at a market based price.

6. **Taxes.** Sprague shall pay all taxes (including but not limited to sales, use, distribution, excise, or gross receipts), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("Taxes") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). Any party entitled to an exemption from any Taxes must furnish the other party with supporting documentation.

7. **Billing and Payment.** Sprague shall monthly invoice Buyer for delivered Gas based upon the best available information, including nominated volumes. Buyer shall make full payment within fifteen (15) days of the invoice date, and Sprague shall make any necessary adjustment in the invoice following discovery of the actual quantities. If the Buyer's LDC billing cycle is not based on a calendar month, Sprague shall establish a single price for the billing cycle on the closing date based on the applicable monthly prices. Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly or the maximum legal rate, if lower, on any late payment. The LDC's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute an invoice based on a meter reading absent documentation from the LDC, verifying an error in the meter reading and setting forth the accurate meter reading.

8. **Credit.** Buyer agrees to provide its financial information as Sprague reasonably requests from time to time for the purpose of assessing and monitoring Buyer's financial condition.

9. **Force Majeure.** Except for a party's payment obligation, neither party shall be liable to the other for failure to perform an obligation to the extent caused by Force Majeure, meaning acts of God, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of transportation, strikes, lockouts or other industrial disturbances, acts of terrorism or war, or any other non-financial cause outside the control of the party claiming Force Majeure. If the party claiming Force Majeure promptly notifies the other party in writing as soon as reasonably possible, such party is relieved of its obligation to deliver or receive Gas from the onset of the Force Majeure event through its duration. Sprague may prorate its available supply at an affected delivery point based on nominated volumes among Sprague's firm customers receiving Gas at such delivery point.

10. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all local, state and federal laws and regulations and any applicable order of a governmental body or official. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority relating to the failure of such party to comply with any applicable law, regulation or order. In the event any law, regulation or order of any governmental authority adversely and materially impacts Sprague's ability to perform or there is an approved change to a transporter tariff and/or utility capacity assignment resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.

11. **Waiver and Severability.** No party's waiver of any breach of performance shall be deemed a waiver of any subsequent breach. Should a court of competent jurisdiction hold any provision herein invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12. **Integration and Assignability.** This Agreement contains the parties' entire understanding and supersedes any prior agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and may only be modified by written agreement between the parties. Buyer shall not assign this Agreement without Sprague's consent.

13. **Confidentiality.** Buyer shall not disclose the terms stated herein, including price, without Sprague's consent.

14. **Limitations.** Neither party shall be liable for specific performance, consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.

15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state identified on the first page. The parties hereby waive any right to a jury trial.

Exhibit A

Volumes.

Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:

Jan: 3,596	Feb: 2,968	Mar: 2,542	Apr: 2,370	May: 1,581	Jun: 1,830
Jul: 2,201	Aug: 2,077	Sep: 1,890	Oct: 2,046	Nov: 2,700	Dec: 2,883

Service Locations

Service Address	Utility Account Number	Utility Meter Number	Location Description	Capacity Assignment Quantity
██████████	██████████	██		██
██████████	██████████	██		██
██████████	██████████	██		██
██████████	██████████	██		██



LOCATION DETAIL:

SERVICE LOCATION:

BILLING SUMMARY:

Invoice Date 01/10/2017
Payment Due Date
Invoice Number
Sprague Customer Number
Payment Terms

UTILITY SUMMARY:

Utility Name: Northern NH
Utility Account Number:
Meter Type:
Meter Number:
Last Read Date:
Current Read Date:
Utility BT Meter Read:
Utility Fuel Loss Factor:
Invoiced CG Therms:

LOCATION SUMMARY:

Trans. Date	Item	Deal Number	From	To	Volume Therms	Commodity Price	Amount
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TOTAL CURRENT CHARGES

Thank you for choosing Sprague as your energy supplier!

Questions regarding this invoice? Please call Sprague Customer Service at 1-844-994-3835

In the event of a gas emergency, please call Northern NH at 1-866-900-4115



LOCATION DETAIL:

SERVICE LOCATION:	BILLING SUMMARY:
	Invoice Date 01/10/2017 Payment Due Date Invoice Number Sprague Customer Number Payment Terms

UTILITY SUMMARY:							
Utility Name:	Northern NH			Utility BT Meter Read:			
Utility Account Number:				Utility Fuel Loss Factor:			
Meter Type:				Invoiced CG Therms:			
Meter Number:							
Last Read Date:							
Current Read Date:							
LOCATION SUMMARY:							
Trans. Date	Item	Deal Number	From	To	Volume Therms	Commodity Price	Amount
TOTAL CURRENT CHARGES							

Thank you for choosing Sprague as your energy supplier!

Questions regarding this invoice? Please call Sprague Customer Service at 1-844-994-3835

In the event of a gas emergency, please call Northern NH at 1-866-900-4115



1
185 International Drive
Portsmouth, NH
03801 - 6836

INVOICE SUMMARY:

BILL TO:

BILLING SUMMARY:

Invoice Date 02/13/2017
Payment Due Date
Invoice Number
Sprague Customer Number
Payment Terms

HOW TO CONTACT SPRAGUE OPERATING RESOURCES LLC:

Customer Service
1-844-994-3835
Mon - Fri 8:00 AM - 5:00 PM

Remit Check Payment to
Sprague Energy Solutions Inc.
PO Box 28922, New York, NY
10087-8922

Visit our website
www.spragueenergy.com

GAS EMERGENCY
Orange and Rockland /
1-800-533-5325

TOTAL ACCOUNT SUMMARY:

Prior Balance
Payments

Location	From	To	Volume	Amount
				\$
				\$
CURRENT CHARGES (EXCLUDES FINANCE CHARGES)				
Current Finance Charges				
TOTAL CURRENT CHARGES				

MESSAGE CENTER / CUSTOMER COMMUNICATIONS:

Payment must be accompanied by bottom portion of this bill

Invoice Date 02/13/2017
Payment Due Date
Invoice Number
Sprague Customer Number
Payment Terms

Account Summary:

Prior Balance
Payments
Current Charges
Finance Charges

May not reflect payments received within three business days.

Please Remit to:

Sprague Energy Solutions Inc.
PO Box 28922, New York, NY 10087-8922

Total Amount Due

Amount Enclosed



A finance charge of 1.50% per month (18.00% APR) will be assessed on all balances unpaid after due date.

0072016130

0070421453

0000146887

0000146887

0



LOCATION DETAIL:

SERVICE LOCATION:

BILLING SUMMARY:

Invoice Date 02/13/2017
Payment Due Date
Invoice Number
Sprague Customer Number
Payment Terms

UTILITY SUMMARY:

Utility Name: Orange and Rockland
Utility Account Number:
Meter Type:
Meter Number:
Last Read Date:
Current Read Date:
Utility BT Meter Read:
Utility BTU Conversion Factor:
Utility Fuel Loss Factor:
Invoiced CG Therms:

LOCATION SUMMARY:

Trans. Date	Item	Deal Number	From	To	Volume Therms	Commodity Price	Basis Adder	Amount
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TOTAL CURRENT CHARGES

Thank you for choosing Sprague as your energy supplier!

Questions regarding this invoice? Please call Sprague Customer Service at 1-844-994-3835

In the event of a gas emergency, please call Orange and Rockland at 1-800-533-5325

Attachment #2
Office of Tax and Revenue Registration



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: February 11, 2020

Notice Number: L0003874281

ENERGY CX, LLC
3501 WOODHEAD DR STE 5
NORTHBROOK IL 60062-1852

FEIN: **-***8506
Customer ID: 00010-95029

NOTICE OF BUSINESS TAX REGISTRATION

You have been registered for the tax(es) shown below. Your filing basis has been determined as shown. It is important that the Employer Identification Number (FEIN) or Social Security Number (SSN) referenced above be used on all correspondence and returns.

If you registered for an Employer Withholding account, please include the associated Account ID Number listed below on all returns and payments.

Tax Type	Account ID	Filing/Payment Frequency	Tax Year End
Corporation	250-001028994	Annual	December

For tax forms or to register to file or pay electronically, please visit our website at MyTax.DC.gov

If applicable you will also be registered for an Employer Use Tax (Form FR800A Sales & Use tax return). The Employer Use Tax Return Act of 2012 requires a use tax to be imposed on any employer required to file a DC withholding tax return, which is not otherwise required to collect and remit sales tax.

If applicable you will also be registered for Unemployment Compensation Taxes and will be contacted by the DC Department of Employment Services Office of Unemployment Compensation regarding your filing requirements. Any questions concerning your liability for Unemployment Compensation may be answered by calling (202) 698-7550.