



March 9, 2022

VIA EFILING

Secretary Chiavetta
Pennsylvania Public Utility Commission
400 North Street, Keystone Building
Harrisburg, PA 17120
rchiavetta@pa.gov

**RE: All Choice Energy MidAmerica LLCNGS License Application ("Application") -
Docket No.: A-2021-3024607; Application Amendment - Disclosure Statement and Terms & Conditions**

Dear Secretary Chiavetta:

The undersigned is counsel to All Choice Energy MidAmerica LLC ("Applicant").

Applicant previously submitted the aforementioned Application via the PA PUC eFiling System and hereby respectfully submits the enclosed Amendment to said Application containing the approved Terms & Conditions and Disclosure Statement.

Should you have any questions or require further information, please contact me directly at 917-664-1305 or jsteamer@steamerhart.com.

Sincerely,

A handwritten signature in black ink that reads "Julie B. Steamer". The signature is written in a cursive style.

Julie B. Steamer

Encl.

Pennsylvania Disclosure Statement and Terms of Service

This Disclosure Statement, the Terms and Conditions, the enrollment documents and the Welcome Letter you receive and such of those documents which you entered into between All Choice Energy MidAmerica LLC d/b/a Raava Energy ("Raava", "Supplier", "we" or "us") and [INSERT CUSTOMER NAME AND ADDRESS] ("Customer", "you" or "your") shall constitute an agreement ("Agreement") for natural gas distribution services between Supplier and Customer.

Terms of Service

Background

Supplier is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer natural gas distribution services in Pennsylvania.

- PUC gas license number: _____
- Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission (the "PUC") regulates distribution or delivery prices and services.
- Customer will continue to receive one bill from its Natural Gas Distribution Company ("NGDC") for all-natural gas supply and delivery charges. Customer's NGDC will continue to provide all emergency repairs and services. Supplier is not affiliated with and does not represent any NGDC.
- Notwithstanding any language to the contrary, the terms set forth in the following Disclosure Statement take precedence over any conflicting language in these Terms of Service.

Right of Rescission

You may rescind this Agreement within three (3) business days after receiving the Agreement. Customer may do this by either notifying us in writing or calling us at the details set forth in Section 11.

1. Definitions

- "Basic Services" - The services necessary for the physical delivery of natural gas, including Transmission.
- "Commodity charges" - *The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).*
- "Customer" or "you" or "your" - The person subscribing to Supplier's services and with whom we enter into the Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the applicable account.
- "Distribution Charges" – The charges for the delivery of natural gas from the point of receipt into the NGDC's system.
- "Parties" - Raava and Customer.
- "Transmission" –The moving of natural gas through the interstate pipeline for delivery to the NGDC.

2. Terms of Service

Basic Service Prices – Natural Gas Supply Services

- Fixed Price Agreement-You will pay a fixed price of _ cents per therm during the term of this Agreement.

- Variable Rate Agreement- You will pay a variable price that can change monthly. The price for the first billing period will be *[INSERT SUPPLIER PRICE]* and the price shall each month reflect Supplier's cost of natural gas obtained from all sources (including energy, capacity, settlement, ancillaries), related Transmission and Distribution charges and other market-related factors.

There is no price ceiling on a variable rate and no limit on the amount by which your rate may change from one billing cycle to the next. You will not be notified of the next month's variable price upon receipt of your monthly bill. No price history or representative price information is available for Supplier's variable rate product.

Both fixed prices and variable prices include estimated total state taxes, including gross receipts taxes, but exclude applicable state and local sales tax.

3. Length of Agreement

- Fixed Term Agreement. The term will begin on the date set by the NGDC and will continue for *[INSERT NUMBER OF BILLING CYCLES]* [months] (or billing cycles).
- Variable Rate Agreement. This Agreement will begin on the date set by the NGDC and continue month-to-month, unless cancelled by either party.

4. Cancellation Provisions

- Company-Initiated Cancellation: If Supplier cancels this Agreement for any reason other than for Customer non-payment, Supplier will provide 30-days' advance written notice to Customer.
- Customer-Initiated Cancellation: If you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation.
- Customer-Initiated Cancellation: You can cancel this Agreement at any time by calling us or writing to us. Please see Section 11 for our contact information.
- Customer Move: If the Customer moves from the address listed above to another Utility service territory, this Agreement is cancelled.
- Cancellation is effective on a date set by your NGDC.

Supplier may cancel this Agreement for non-payment or any other breach of the Agreement upon 30 days' prior written notice to Customer of such cancellation. If Customer fails to cure within the 30-day notice period, we may cancel the Agreement even if Customer subsequently cures the nonpayment or breach after such period has expired. Supplier may also cancel the Agreement after providing the required regulatory notice to Customer due to a change in law or other act beyond Supplier's reasonable control or if we are no longer able to serve Customer.

To cancel this Agreement, Customer must notify Supplier at the contact details set forth in Section 11 below or the NGDC in accordance with the notice procedures provided by the NGDC. Please provide your name, address, phone number, account number and a statement that Customer is cancelling this Agreement. Cancellation will be processed immediately but is effective upon your NGDC processing your cancellation and Customer is obligated to pay for the natural gas commodity supply provided pursuant to this Agreement until Customer is returned to the NGDC or another natural gas supplier, as applicable.

Early Cancellation Fees: CUSTOMER WILL NOT BE CHARGED ANY EARLY CANCELLATION FEE FOR EARLY CANCELLATION OR IF WE CANCEL THIS AGREEMENT AS A RESULT OF ANY NON-PAYMENT OR OTHER BREACH OF THIS AGREEMENT OR IF CUSTOMER PROVIDES ANY FALSE, INACCURATE OR MISLEADING INFORMATION.

5. **Billing and Payment.** Customer will receive a single bill from the NGDC which will include both the NGDC's charges and Raava's charges.

6. **Agreement Expiration / Change in Terms.** If Customer has a Fixed Term Agreement with us and it is approaching the expiration date, or whenever we propose to change the terms of service, Customer will receive two (2) separate written notifications from us, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Customer will not be subject to a penalty or fee if the Customer cancels the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

For a Variable Rate Agreement, if Raava wants to change the Agreement, you will receive two separate notices before the changes happen. You will receive the first notice 60-75 days before the change, and the second notice 45 days before the change. These notices will explain your options.

7. **Dispute Procedures.** Contact us with any questions concerning our terms of service at the contact information below in Section 11. If Customer is still not satisfied after discussing the terms within the Agreement, Customer may call the PUC at the contact information set forth in Section 11 below.

8. **Contract Assignment.** You may not assign this Agreement without the prior written consent of Supplier. Supplier reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. Prior to any assignment of this Agreement to a new NGS, Supplier will provide you a 30-day notice of the name of the new NGS, the contact information for the new NGS and the estimated month and year that the assignment is expected to occur. Your Agreement terms and conditions will not change in the event of an assignment to a new NGS.

9. **Consent to Obtain Customer Information.**

- You authorize Supplier to obtain your Customer Information from your NGDC. For purposes hereof, "Customer Information" means account contact information, account number, meter number, historical and future natural gas usage, meter readings and characteristics of your natural gas service. It includes information obtained from the NGDC as well as any information that you provide directly to Supplier or its agents.
- Supplier will maintain the confidentiality of your Customer Information, including your name, address, telephone number, usage, and historic payment information, as required by applicable PUC regulations and Federal and State laws.

10. **Dispute Procedure.** Contact Supplier with any questions concerning our terms of service. Information about shopping for a gas supplier is available at www.pagasswitch.com or by calling the Pennsylvania Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us or (800) 684-6560.

11. **Contact Details.**

Supplier:

Name: Raava Energy
Address: 3 School Street, Suite 101B
Glen Cove, New York 11542
Phone Number: (844) 344-2672
Internet Address: www.raavaenergy.com

NGDC/Default Service Providers: Name:

Name: PECO Energy Company
Address: 2301 Market Street
Philadelphia, PA 19101-8699
Phone Number: (800) 494-4000
Emergency Number: (800) 841-4141
Internet Address: www.peco.com

Name: UGI Utilities Inc. – Gas Division
Address: P.O. Box 13009
Reading, PA 19612-3009
Phone Number: (800) 276-2722
Emergency Number: (800) 276-2722
Internet Address: www.ugi.com

Name: Philadelphia Gas Works
Address: 800 W. Montgomery Avenue
Philadelphia, PA 19122
Phone Number: (215) 235-1000
Emergency Number: (215) 235-1212
Internet Address: www.pgworks.com

Public Utility Commission:

Name: Pennsylvania Public Utility Commission
Address: 400 North Street
Harrisburg, PA 17120
Phone Number: (800) 692-7380
Internet Address: www.pa.puc.gov

Disclosure Statement

Supplier Information	<p>All Choice Energy MidAmerica LLC d/b/a Raava Energy 3 School Street, Suite101B Glen Cove, New York 11542 (844) 344-2672 www.raavaenergy.com Supplier is responsible for the generation charges for electricity service.</p>
Price Structure	<p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p> <p>If Variable Rate Agreement is selected, the price each month shall reflect the cost of gas obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as natural gas supply market pricing, utility charges, and other market price related factors, as determined by Supplier's discretion, plus all applicable taxes, fees, charges, or other assessments and Supplier costs, expenses, and margins. There is no price ceiling on a variable rate and no limit on the amount by which your rate may change from one billing cycle to the next. Customer will not be advised of a change in pricing until Customer receives its bill.</p>
Generation/Supply Price	<p>If Fixed Rate:\$ /therm during the term.</p> <p>If Variable Rate: Customer's first month's price with Raava will be \$___/therm.</p>
Statement Regarding Services	<p>The Supply Price does not guarantee savings to Customer.</p>
Deposit Requirements	<p>None.</p>
Agreement Commencement Date	<p>The term of this Agreement will begin on the date set by your NGDC.</p>
Contract Term/Length	<p>Fixed Rate: 12 months. Variable Rate: Month to month.</p>
Cancellation/Early Termination Fee	<p>There will be no early termination fee for Customers with Raava.</p>
Renewal Terms	<p>If Fixed Rate: Customer will receive two (2) advance written notices from Raava, the first between 60 and 75 days prior to the expiration of the initial Agreement term ("Initial Term"), and the second at least 45 days prior to the expiration of the Initial Term. We will explain Customer's options in these notices.</p> <p>If Variable: If Raava wants to change the Agreement, you will receive two separate notices before the changes happen. You will receive the first notice 60-75 days before the change, and the second notice 45 days before the change. These notices will explain your options.</p>
Rescission Right	<p>You have the right, for three (3) business days from the date you receive this Disclosure Statement, to rescind this Agreement. You may exercise this this right of rescission by contacting the Supplier in writing or telephonically at the contact details set forth next to the Supplier Information above.</p>