



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 LLC EGS License Application ("Application") -
Docket No.: A-2021-3024563; 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 and is positioned above a faint, light-colored rectangular stamp.

Julie B. Steamer

Encl.

Pennsylvania Disclosure Statement and Terms of Service

This Disclosure Statement, the Terms and Conditions and the enrollment agreement entered into between Raava Energy ("Supplier", "we" or "us") and [INSERT CUSTOMER NAME AND ADDRESS] ("Customer", "you" or "your") shall constitute an agreement ("Agreement") for electric generation services between Supplier and Customer.

Terms of Service

Background

Supplier is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer electric generation services in Pennsylvania.

- PUC electric license number: _____
- Customer's electricity generation prices and charges will be set by Supplier. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates distribution prices and services.
- Customer will continue to receive one bill from its Electric Distribution Company ("EDC") for all electricity supply and delivery charges. Customer's EDC will continue to provide all emergency repairs and services. Supplier is not affiliated with and does not represent any EDC.
- 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

Customer may rescind the Agreement within three (3) business days after receiving the Agreement. Customer may do this by either notifying us in writing at Raava Energy, 3 School Street, Suite 101B, Glen Cove, New York 11542 or by calling us at (844) 344-2672 and informing us that Customer would like to rescind the Agreement.

1. Definitions

- "Basic Services" - The services necessary for the physical delivery of electricity, including Generation supply and Transmission.
- "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.
- "Generation Charge" - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.
- "Parties" - Supplier and Customer.
- "Renewal Term(s)" has the meaning set forth in Section 2.
- "Transmission Charge" – The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

2. Terms of Service

Basic Service Prices - Electric Generation

- o Fixed Price Agreement-You will pay a fixed price of __cents per kWh during the term of the Agreement.
- o Variable Rate Agreement- You will pay a variable price that can change monthly. The price for the first billing period (the "Initial Term") will be *[INSERT SUPPLIER PRICE]* and the price shall each month thereafter (each such month, a "Renewal Term") reflect Supplier's cost of electricity 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 Customer's rate may change from one billing cycle to the next. Customer will not be advised of the variable rate during any Renewal Term until Customer receives the 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

- o Fixed Term Agreement. The term will begin on the date set by the EDC and will continue for months (or billing cycles).
- o Variable Rate Agreement. This Agreement will begin on the date set by the EDC and continue month-to-month, unless cancelled by either party.

4. Cancellation Provisions

- o 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.
- o 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.
- o Customer-Initiated Cancellation – You can cancel this Agreement at any time by calling us or using our website. Please see the contact information in Section 12 for our contact information.
- o Customer Move – If the Customer moves from the address listed above to another Utility service territory, this Agreement is cancelled.
- o Cancellation is effective on a date set by your EDC.

Supplier may cancel the Agreement for any 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 non-payment 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 the Agreement, Customer must notify Supplier at the contact details set forth in Section 12 below or the EDC in accordance with the notice procedures provided by the EDC. 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 EDC processing your cancellation and Customer is obligated to pay for the electric commodity supply provided pursuant to this Agreement until Customer is returned to the EDC or another electric generation supplier, as applicable.

5. **Early Cancellation Fees.** CUSTOMERS 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.
6. **Billing and Payment.** Customer will receive a single bill from the EDC which will include both the EDC's charges and Supplier's charges.
7. **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 45 to 60 days in advance and the second 30 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 Supplier wants to change the Agreement, you will receive two separate notices before the changes happen. You will receive the first notice 45-60 days before the change, and the second notice 30 days before the change. These notices will explain your options.

8. **Dispute Procedures.** Contact us with any questions concerning our terms of service at the contact information below. 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 12 below.
9. **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 to a new EGS, you will be provided with a 30-day notice of the name of the new EGS, the contact information for the new EGS 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 EGS.

10. Consent to Obtain Customer Information.

- You authorize Supplier to obtain your Customer Information from your EDC. For purposes hereof, "Customer Information" means account contact information, account number, meter number, historical and future electricity usage, meter readings and characteristics of your electricity service. It includes information obtained from the EDC 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, electric usage, and historic payment information, as required by applicable Commission regulations and Federal and State laws.

11. Dispute Procedure. Contact Supplier with any questions concerning our terms of service. Information about shopping for an electric supplier is available at www.papowerswitch.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

12. 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

Electric Distribution Companies/Default Service Providers:

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: PPL Electric Utilities
Address: 827 Hausman Road
Allentown, PA 18104-9392
Phone Number: (800) 342-5775
Emergency Number: (800) 342-5775
Internet Address: www.pplelectric.com

Public Utility Commission:

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

Disclosure Statement

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|------------------------------------|---|
| Supplier Information | <p>Raava Energy 3 School Street, Suite 101B 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 <input type="checkbox"/> ____ % Renewable</p> <p>[If Variable] The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity 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. If your product selection includes renewable energy, Supplier will purchase and retire renewable energy certificates (REC's), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity as selected above comes from renewable sources. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer's monthly bill.</p> |
| Generation/Supply Price | <p>If Fixed Rate: \$ ____ /kWh during the initial term.</p> <p>If Variable Rate: __ Customer's first month's price with Supplier will be \$ ____ /kWh.</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 EDC.</p> |
| Contract Term/Length | <p>Fixed Rate: 12 months. Variable Rate: Month to month.</p> |
| Cancellation/Early Termination Fee | <p>None.</p> |
| Renewal Terms | <p>If Fixed Rate: Customer will receive two (2) advance written notices from Supplier, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Agreement term ("<u>Initial Term</u>"), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain Customer's options in these notices.</p> <p>If Variable: If Supplier wants to change the Agreement, you will receive two separate notices before the changes happen. You will receive the first notice 45-60 days before the change, and the second notice 30 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> |