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2019 APR -1 AM 9:39

FILING LETTER TO THE SECRETARY



March 28, 2019

VIA OVERNIGHT DELIVERY AND EMAIL TO SECRETARY@DPS.NY.GOV

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350

Re: Matter No. 17-02273 In the Matter of Registration for DER Suppliers; Matter No. 17-02275 Annual Compliance Form for Registered DER Providers

Dear Hon. Kathleen H. Burgess:

Please find attached, for filing, the Distributed Energy Resource Supplier (DERS) Registration Form and Annual Compliance for DER Providers, along with supporting documentation, to be filed on behalf of Clearway Community Solar LLC ("Clearway") formerly known as NRG Community Solar LLC. Clearway's Certificate of Amendment was filed on January 16, 2019. The supporting documentation includes:

- Amended registration with NYS Department of State;
- Redacted sample sales agreement and bill;
- Redacted copies of promotional materials;
- A redacted list of entities that market on behalf of Clearway (Confidential);
- NYS DPS Office of Consumer Services Service Provider Form;
- DER Registration Compliance Affirmation Forms; and
- Annual Compliance Spreadsheet.

Certain of the documents identified above are copyrighted and identified as such. Clearway requests that copyrighted materials not be posted, consistent with DPS filing instructions.

Please contact me with any questions at (346) 293-7083, or by email to christina.moore@clearwayenergy.com.

Respectfully submitted,

CLEARWAY COMMUNITY SOLAR LLC
Christina Moore
Senior Counsel



DISTRIBUTED ENERGY RESOURCE SUPPLIER (DERS) REGISTRATION FORM

Pursuant to the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 and to the Uniform Business Practices for DER Suppliers (UBP-DERS) adopted in that order, CDG Providers¹ and On-Site Mass Market DG Providers² are required to submit this form. Subsidiaries and partners, including contractors, subcontractors, special purpose entities, and tax equity investors, are not required to submit this form as long as a registered CDG Provider is part of and responsible for ensuring compliance with respect to each project.

**FILL OUT AND SUBMIT THIS FORM IN MATTER 17-02273:
IN THE MATTER OF REGISTRATION FOR DER SUPPLIERS³**
(Attach additional sheets as necessary)

1. Business Information

Business Name: Clearway Community Solar LLC
Address: 100 California Street, Suite 400
City: San Francisco State: CA Zip: 94111
Telephone: 888-372-1631 Fax: _____

¹ Defined as "an entity that is acting or planning to act as a CDG Sponsor for one or more CDG projects, or that is otherwise engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf. A CDG Sponsor is the entity that organizes, owns, and/or operates a CDG project."

² Defined as "an entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor."

³ Instructions on registering and filing are available at

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4BDF59B70B8BE01585257687006F3A57?OpenDocument>

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here: _____

N/A

Type of Provider

CDG Provider ☒ Mass Market On-Site DG Provider _____ Both _____

Energy Source: (i.e. solar, wind, etc.) solar

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name: Clearway Energy Group LLC

Contact Name: Gretchen Schott

Address: 1100 Louisiana Street, Suite 5150

City: Houston State: TX Zip: 77002

Telephone: 346-293-7088

Fax: _____

Email Address: gretchen.schott@clearwayenergy.com

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more of the registrant:

Business Name: Clearway Energy Group, LLC

Contact Name: Gretchen Schott

Address: 1100 Louisiana Street, Suite 5150

City: Houston State: TX Zip: 77002

Telephone: 346-293-7088

Fax: _____

Email Address: gretchen.schott@clearwayenergy.com

During the previous 24 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes _____

No ☒ _____

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant's ability to operate in that state, such as suspension, revocation, or limitation of operating authority:

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months:

List and describe of any security breaches associated with customer proprietary information in the last 24 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

2. Contact Information

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title: **Drew Warshaw - Vice President, Community Solar**

Address: **205 Hudson Street**

City: **New York** State: **NY** Zip: **10013**

Telephone: **212-710-2716** Fax: _____

Email Address: **drew.warshaw@clearwayenergy.com**

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title: **Christina Moore - Senior Legal Counsel**

Address: **1100 Louisiana Street, Suite 5150**

City: **Houston** State: **TX** Zip: **77002**

Telephone: **346-293-7083** Fax: _____

Email Address: **christina.moore@clearwayenergy.com**

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title: **Maria Rodriguez - Director, Customer Operations**

Address: **1100 Louisiana Street, Suite 5150**

City: **Houston** State: **TX** Zip: **77002**

Telephone: **346-293-7095** Fax: _____

Email Address: **maria.rodriguez@clearwayenergy.com**

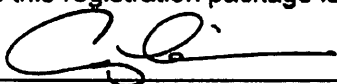
3. Additional Requirements

(Required for New Registrants and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Department of State and a copy of your certificate of assumed name (if applicable);
- Sample sales agreements, including customer disclosure statement, and sample bills for each customer class for each material category of the CDG or On-Site Mass Market products or services that will be offered;
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
- A list of entities, including contractors and sub-contractors, that market on behalf of your company;
- NYS DPS Office of Consumer Services Service Provider Form.

4. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. A DER Supplier that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature:  Print Name: Craig Cornelius

Title: President Date: 3/28/19

Company Name: Clearway Community Solar LLC

REGISTRATION WITH THE NYS DEPARTMENT OF STATE

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

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ENTITY NAME: CLEARWAY COMMUNITY SOLAR LLC

DOCUMENT TYPE: AMENDMENT (FOR LLC)
NAME

COUNTY: ORAN

=====

FILED:01/16/2019 DURATION:***** CASH#:190116000053 FILM #:190116000053

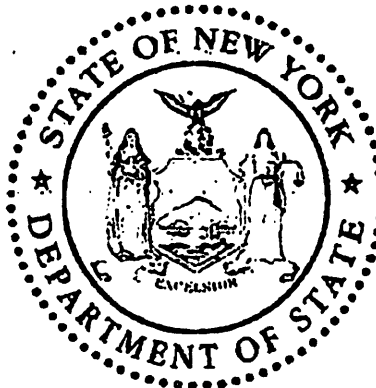
FILER:

DEBBIE REYES
300 CARNEGIE CENTER, SUITE 300

PRINCETON, NJ 08540

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: C T CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEEs 95.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 95.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 95.00
OPAL 0.00
REFUND 0.00

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11376219SD

DOS-1025 (04/2007)

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on January 17, 2019.

A handwritten signature in cursive script that reads "Whitney Clark".

Whitney Clark
Deputy Secretary of State



CT-07

Division of Corporations,
State Records and
Uniform Commercial Code

190116000053

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF AMENDMENT OF

NRG Community Solar LLC

(Insert Name of Foreign Limited Liability Company)

Under Section 804 of the Limited Liability Company Law

FIRST: The name of the foreign limited liability company as it appears on the index of names in the Department of State is:
NRG Community Solar LLC

If applicable, the fictitious name the foreign limited liability company has agreed to use in this state is:

SECOND: The jurisdiction of organization of the foreign limited liability company is:
Delaware

THIRD: The date on which its application for authority filed with the Department of State is:
APRIL 11, 2016

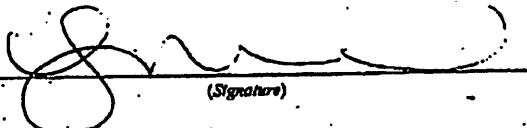
FOURTH: The application for authority is amended as follows:

(If the true name of the foreign limited liability company is to be changed, set forth a statement that the change of name has been effected under the laws of the jurisdiction of its formation and the date the change was so effected.)

(A) Paragraph 1 of the application for authority is amended to read as follows:

The name of the limited liability company is Clearway Community Solar LLC
said change having been effected under the laws of the jurisdiction of its formation on 01/10/2019.

(B) Paragraph of the application for authority is amended to read as follows:

X 
(Signature)
Stephanie Mitchell
(Type or print name)

Capacity of signer (Check appropriate box):

- ☐ Member
☐ Manager
☒ Authorized Person

CT-07

CERTIFICATE OF AMENDMENT
OF

053

NRG Community Solar LLC

(Insert Name of Foreign Limited Liability Company)

Under Section 804 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Debbie Reyes

Name:

Company, if Applicable:

300 Carnegie Center, Suite 300

Mailing Address:

Princeton, NJ 08540

City, State and Zip Code:

NOTES:

1. The name of the foreign limited liability company and the date of filing of the application for authority must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State for filing a certificate of amendment for a foreign limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. The certificate must be submitted with a \$60 filing fee made payable to the Department of State.

(For office use only)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JAN 16 2019

TAX \$
BY:

SCG

RECEIVED

2019 JAN 15 PM 4:03

2019 JAN 16 AM 8:37

FILED

DRAWDOWN
CSTref 11376219SD

SAMPLE SALE AGREEMENT AND BILL
[COPYRIGHTED MATERIALS]



COMMUNITY SOLAR CUSTOMER AGREEMENT

Between Clearway Community Solar and _____

Agreement Date: _____ NY Agreement Number: [_____]

TERMS AND CONDITIONS OF YOUR COMMUNITY SOLAR AGREEMENT ("AGREEMENT")

Customer: _____

Email: _____

Phone: _____

Customer
Mailing Address: _____
Street Address Line 1

Street Address Line 2

City _____ State _____ Zip _____

Address of
Utility Account: _____
Street Address Line 1

Street Address Line 2

City _____ State _____ Zip _____

Utility Account Number: _____

Distribution Company: _____

NYISO load zone: _____

Customer Initials _____

Clearway Community Solar Agreement Quick Facts



P.O. BOX 3528, HOUSTON, TX 77253-3528 | (P) 855-712-7508 | WWW.CLEARWAYCOMMUNITYSOLAR.COM

NY Agreement Number: [_____]; NY Agreement Version: 7.0



THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN A NEW YORK COMMUNITY SOLAR SYSTEM. THIS AGREEMENT, AND YOUR PAYMENT HEREUNDER, ENTITLES YOU SOLELY TO NET METERING CREDITS, WHICH MAY ONLY BE USED TO OFFSET YOUR OWN ELECTRIC UTILITY USAGE, AND YOU WILL NOT RECEIVE ANY OWNERSHIP INTEREST IN THE SYSTEM OR OTHER ATTRIBUTES OR COMMODITIES ASSOCIATED WITH THE COMMUNITY SOLAR SYSTEM, NOR ANY PROFIT (THROUGH ANY TAX CREDITS, REBATES, EARNINGS, CAPITAL APPRECIATION OR OTHERWISE) RELATED TO EITHER THE COMMUNITY SOLAR SYSTEM OR ENTERING INTO THIS AGREEMENT.

Description of Community Solar System

The Clearway Community Solar system shall be a solar photovoltaic system located in your current distribution company service territory and New York Independent System Operator (NYISO) load zone set forth above (the "Community Solar System"). The Community Solar System shall be comprised solely of one or more Solar Electric Generating facilities under the New York net energy metering regulations, Public Service Law §66-f, or §66-f, and applicable utility tariffs (the "Net Metering Rules"). For each kilowatt-hour of net excess electricity generated by the Community Solar System in a monthly billing period, the electric distribution company will provide a net metering credit calculated pursuant to the Net Metering Rules (a "Net Metering Credit"). Subject to the terms and conditions of this Agreement, you will be allocated Net Metering Credits based on the actual monthly net excess generation of the Community Solar System and your Allocation Amount, as specified on the cover page of this Agreement. Your allocated portion of the Net Metering Credits corresponds to the amount of net excess electricity generated by your Allocation Amount of the Community Solar System. The Net Metering Credits allocated to you will appear on your electric distribution company invoice and will offset usage that appears on that invoice.

TERMS AND CONDITIONS

1. Parties:

This Agreement is between "you" or "customer" (which includes the property owner and any co-owner listed above, together with any estates, heirs, successors, and permitted assigns), and Clearway Community Solar LLC, a Delaware limited liability company located at 100 California Street, San Francisco, CA 94111 (together with its successors and assigns, "Clearway Community Solar", "Owner", "we" or "us"). The two parties are collectively the "Parties" and each a "Party" to this Agreement.

2. Subject and Contents of Agreement:

Pursuant to this Agreement, in consideration for your payments, you will be entitled to receive a portion of the Net Metering Credits generated by the Community Solar System equal to your Allocation Amount. Your Allocation Amount does not represent an ownership or other interest in the Community Solar System, or in any solar panel or other equipment or the real estate on which the Community Solar System is located, nor does it entitle you to receive any portion of the actual electricity generated by the Community Solar System or of any attributes or commodities associated with the Community Solar System or such electricity other than the Net Metering Credits. You acknowledge that this is a service contract and Clearway Community Solar is not a utility. This Agreement is comprised of the body of the Agreement and the following attached exhibits.

Exhibit 1 is the Notice of Cancellation which may be used if you decide to exercise your statutory right to cancel this Agreement.

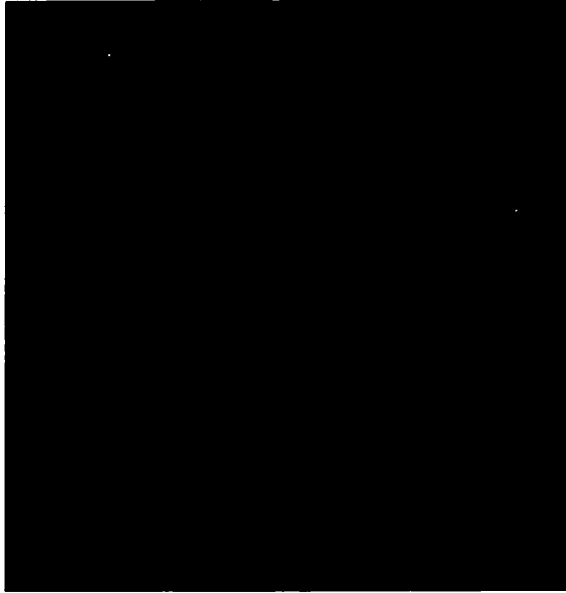
Exhibit 2 is an Automatic Payment Authorization which may be used if you decide to authorize deductions from your bank account.

Exhibit 3 is the Disclosure Form that we must provide to you.

3. Term:

- a. The term of this Agreement (the "Term") begins on the Agreement Date shown above and, unless terminated earlier pursuant to the terms hereof, will end on [REDACTED] of the first full calendar month upon which commercial operation of the Community Solar System is achieved ("Production Start Date").
- b. We will advise you of the Production Start Date.
- c. This Agreement shall not be effective unless, and until, it is signed by you and by us. **WE MAY REJECT THIS AGREEMENT BEFORE SIGNING IT. WE SHALL HAVE NO OBLIGATIONS UNDER THIS AGREEMENT UNLESS AND UNTIL WE SIGN THIS AGREEMENT.**
- d. You may cancel this transaction, without any penalty or obligation, by submitting the Notice of Cancellation to us at any time prior to midnight of the third (3rd) business day after the signing of this Agreement. See the attached Notice of Cancellation form for an explanation of this right.
- e. We may deliver a copy of the Agreement to you by electronic means (e.g., via email or download).

4.



d. We may also cancel this Agreement on written notice to you at any time during the term as a result of (i) a change in law or regulation or the interpretation thereof (a "Change in Law"), that we are no longer entitled to provide Net Metering Credits to you or you are no longer entitled to receive Net Metering Credits or (ii) a Change in Law, a change in utility rate structure, a change in the relationship between your residential utility rate and the Net Metering Credit rates, or a decision, determination, order or other action of the New York Public Service Commission (or any successor thereto) or any governmental authority that has, or is reasonably expected to have, a material adverse effect on us, our ability to perform our obligations under this Agreement, or our ability to finance the applicable Community Solar System (each, (i) and (ii), an "Adverse Regulatory Change"). If the Agreement terminates as set out in (i) or (ii), we will not have any liability to you. If we do not terminate this Agreement following an Adverse Regulatory Change, then this Agreement shall continue; we shall not be deemed in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to such Adverse Regulatory Change, and the periods allowed for the performance by us of such obligations shall be extended for so long as such Adverse Regulatory Change continues.

5. Payments:

a. Following the Production Start Date, beginning on the first day on which Net Metering Credits are assigned to your utility

account ("Service Commencement Date"), you are responsible for paying the amount shown on monthly invoices sent by us to you. You shall make the payments set forth on each monthly invoice on or before the due date set forth on such invoice. For each monthly billing period, the amount you will owe each month for the right to receive a share of Net Metering Credits corresponding to your Allocation Amount shown on the cover page will be equal to the product of (i) the amount of energy generated by the Community Solar System for the relevant monthly billing period, multiplied by (ii) your percentage equivalent Allocation Amount of the Community Solar System, multiplied by (iii) the Subscription Rate per kWh (subject to any designated Escalation Rate) (the "Monthly Payment"), which will vary from month to month.

b.



Clearway Community Solar
Attention: Remittance Processing
P.O. Box 3528
Houston, TX 77253-3528
Secure Fax: 1-866-783-0407

- c. You agree to pay interest on payments more than thirty (30) days past due of 1% per month, but not more than the maximum interest rate permitted by law.
- d. Estimated Taxes: The Monthly Payments do not include applicable taxes. If applicable, you agree to pay, in addition to the specified Monthly Payment, any applicable federal, state or local sales and use taxes, and any other governmental charges on or related to this Agreement, as invoiced by us or imposed directly by your local jurisdiction, unless prohibited by law.
- e. Billing Adjustments: We will determine the amount of electricity generated by the Community Solar System based on a metering device at the location of the Community Solar System. In the event that we become aware of an error on an invoice for a prior billing period arising from a malfunctioning metering device, we will endeavor to promptly repair or replace the

metering device, reasonably estimate the amount of electricity generated during that billing period and provide a billing adjustment on your next invoice.

6. Customer Acknowledgments, Rights and Obligations:

- a. Except as expressly set forth in the Agreement, you will not have any rights or obligations with respect to the development, financing, construction, ownership, operation, or maintenance of the Community Solar System.
- b. You have no ownership or other interest in the Community Solar System or the actual electric generation of the Community Solar System and other than your allocated portion of the Net Metering Credits, no right with respect to any attribute or commodity associated with the Community Solar System or its electric generation, nor shall you have any right to access the Community Solar System.
- c. You agree that you will cooperate with us as reasonably necessary to facilitate the compliance of this Agreement and the Community Solar System with any regulatory requirements affecting this Agreement and in effect from time to time. You further agree to execute, and to assist us in obtaining, all documentation related to the implementation of this Agreement and your receipt of Net Metering Credits hereunder.
- d. You acknowledge that you are solely responsible for maintaining your customer account with your electric distribution company and you understand that the Net Metering Credits you are allocated under this Agreement may only cover a portion of the usage appearing on your electric distribution company invoices and any charges not covered by the Net Metering Credits are your responsibility.
- e. You agree that we may obtain your utility account information, historical electricity consumption data, current and historical electricity rate data, historical billing data, and other utility-related data from your electric utility. You further authorize us to share this data with our affiliates, franchisees, lawyers, accountants, and agents, subject to the requirements of applicable law and only to the extent reasonably required to facilitate service to you under this Agreement. The authorizations in this Section 6(e) shall be valid during the Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Agreement.

- n. What happens if the electric distribution company account number at your current residence changes?

If the electric distribution company account number at your current residence changes, then you are obligated to provide us with written notice of your new electric distribution company account number. We will coordinate with the electric distribution company to have Net Metering Credits reassigned to your new account. You will be responsible for all payments due under this Agreement regardless of when any such changes take effect.

- i. You agree that, as between you and us, we are the owner of, and have the sole right to claim and receive any and all tax, environmental or other attributes or credits, grants, subsidies, renewable energy attributes or credits (including, without limitation, any and all solar renewable energy certificates or "SRECs"), carbon offset credits, rebates, capacity payments or other benefits related to the Community Solar System and/or the electricity generated by the Community Solar System (collectively, "Incentives"), and any other benefits of ownership of the Community Solar System, both presently and in the future. You acknowledge that the Net Metering Credits you receive from the Community Solar System are not considered renewable energy or solar power for the purposes of federal, state and local policy incentive purposes, and you further agree not to make any claims or representations to the contrary (including claiming to have received clean energy or solar energy), or take any actions (including attempting to sell SRECs from the Community Solar System) which would conflict with our rights to any Incentives, including any environmental or renewable energy attributes. See the Guidelines for Renewable Energy Claims published by the Center for Resource Solutions for more information regarding SRECs: <https://www.crsolutions.org/sites/default/files/2019-06/CRS%20SREC%20Guidelines.pdf>

- j. By signing this Agreement, you agree that, as allowed by applicable law, we may periodically: (a) access your consumer credit report(s) and credit score(s) with all or any of the following entities: Experian, TransUnion, Equifax, FICO, or any other entity that provides consumer financial information; (b) furnish information related to your account to credit reporting agencies; and (c) disclose information obtained to our affiliates and our actual or prospective financing partners, investors, lenders, and acquirers of all or a portion of our business or assets for the purpose of evaluating your creditworthiness. We may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free, 1-888-5-OP10U1 (1-888-567-8866).

7. Clearway Community Solar's Rights and Obligations:

- a. We will provide a web-based online monitoring platform, accessible by you and other customers, so you and each other customer can view the Community Solar System's

periodic energy production.

- b. We will claim and receive any and all incentives, and any other benefits of ownership of the Community Solar System, both presently and in the future.

8. Customer Representation:

By signing this Agreement, you represent that you (i) are an individual at least eighteen (18) years of age, and (ii) are a customer of the utility at the utility account address shown on the cover page of this Agreement.

9. Assignment:

We may assign, sell, pledge or transfer this Agreement without your consent and without prior notice to you. Upon any such assignment, sale or transfer, the assignor shall be released from all future obligations under this Agreement. You may not assign, sell, pledge or otherwise transfer this Agreement (or any interest therein) to a third party without our prior written consent, which we may withhold in our sole discretion.

10. Insurance Risk of Loss:

We will insure the Community Solar System and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Community Solar System during the Term.

11. EVENTS OF DEFAULT; REMEDIES:

- a. YOU WILL BE IN DEFAULT OF THIS AGREEMENT IF YOU SELL, PLEDGE, ASSIGN, OR TRANSFER YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. Additionally, you will be in default if:

- (i) you do not make a payment within twenty (20) days after the date the payment is due;

- (ii) you violate any other obligation under this Agreement and such violation continues for fifteen (15) days after you receive written notice;

- (iii) you provide false or misleading information to us, or

- (iv) you voluntarily commence bankruptcy, insolvency, reorganization, stay, or similar debtor-relief proceedings, or if any of the foregoing proceedings are brought involuntarily against you, or if you become insolvent or generally do not pay debts as they become due, or admit in writing your inability to pay debts, or make an assignment for the benefit of creditors.

- b. To the fullest extent permitted by applicable law (and after waiting any period and providing you with any notice required by applicable law), if you are in default under this Agreement, we have the right to take one or more of the following actions and any other action available to us under this Agreement or at law or in equity:

- (i) take action to prevent loss, correct your default, or otherwise enforce performance of this Agreement, by court action or otherwise;

- (ii) terminate this Agreement and your interest in the Net Metering Credits;

- (iii) in the case of a default caused by your failure to make timely payments under this Agreement, collect the late payment charge described in Section 5(c); and

- (iv) in the case of a default caused by anything other than your failure to make timely payments under this Agreement, seek damages calculated to reflect the cost to us of covering for your default, based on:

- (1) all accrued and unpaid payments under the Agreement, taxes, fees, penalties, interest and all other amounts then accrued or due and owing under this Agreement

- (2) the net present value of payments you would have paid under this Agreement for the remainder of the Term, based on the estimated first-year electricity output set forth on the cover page, subject to estimated Community Solar System panel degradation of five tenths of one percent (0.5%) per year, and discounted by five and one half percent (5.5%) per annum;

- (3) the loss or recapture of (x) the federal investment tax credit described in Section 48(a)(3)(A)(i) of the Internal Revenue Code of 1986 (as amended), (y) an incentive awarded under the NY-Sun Commercial/Industrial Program, administered by the New York State Energy Research and Development Authority, and (z) any other incentives or benefits the loss of which is attributable to your breach; and

- (4) all reasonable costs and expenses we incur due to your default, including costs and expenses to prevent loss, correct your default, or take other action permitted under this Agreement.

- c. If we choose to exercise a remedy, we are not restricted from exercising other remedies (to the fullest extent permitted by applicable law). If we choose not to exercise a remedy, we are not restricted from exercising that remedy in the future. If any of the remedies set out herein are not permitted under applicable law (including in the case of any remedy that is considered an accelerated payment and prohibited by law), we reserve the right to pursue any and all other remedies set out in this Agreement and those remedies available at law and in equity, in each case to the fullest extent permitted by applicable law.

12. Force Majeure:

We shall not be in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one

or more events of Force Majeure or the effects, and the periods allowed for the performance by us of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy, war, hostilities, riots, terrorism, abnormally adverse weather conditions not reasonably anticipatable by the Parties, fires, floods, explosion, volcanic activity, accidents, riots, vandalism, regional strikes or other significant regional labor disputes, a Governmental Authority's actions or failure to act; a utility's actions or failure to act that materially impairs our ability to perform our obligations under this Agreement, including any curtailment of the Community Solar System; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within our reasonable control and which, by the exercise of reasonable diligence, we are unable to prevent.

We shall have the option of terminating this Agreement if a Force Majeure event continues for thirty (30) days or more. If we terminate this Agreement due to continuing Force Majeure event, you shall be responsible for making any and all payments and any other applicable payments up to the start of such Force Majeure event.

13. Governing Law:

This Agreement is governed by the internal laws of the State of New York without regard to principles of conflict of law, together with any applicable federal law.

14. Notices; Contact:

- a. All notices, requests, statements and other communications under this Agreement must be made in writing and will be considered to have been properly given and received:
 - (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement;
 - (ii) if sent by mail, on the third (3) business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or
 - (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.

b. Contact information:

Clearway Community Solar
Web address: www.clearwaycommunitysolar.com
PO Box 3528
Houston, TX 77253-3528
1-855-712-7508
customersupport@clearwayenergy.com

15. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER:

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED

TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT; AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THIS AMOUNT OF LIABILITY IS YOUR SOLE AND EXCLUSIVE REMEDY, AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY.

- b. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OUR OBLIGATIONS OR THE COMMUNITY SOLAR SYSTEM. WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY OR NET METERING CREDITS TO BE GENERATED BY THE COMMUNITY SOLAR SYSTEM.

16. INDEMNIFICATION:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR SUCCESSORS AND ASSIGNEES, AND OUR AND THEIR EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, COSTS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), PENALTIES, DEMANDS AND LIENS ASSERTED BY OR RESULTING FROM CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY, OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. Arbitration of Claims; Waiver of Jury Trial:

Any dispute, disagreement or claim should be made to us in writing to the address or telephone number set forth in Section 14. If any dispute, disagreement or claim between you and Clearway Community Solar arising out of or in connection with this Agreement cannot be amicably resolved by the Parties within ten (10) business days of our receipt of notice of your dispute, you have the option to file a complaint with the New York State Public Service Commission in accordance with Part 12, Section 12.1 of the PSC Regulations, Home Energy Fair Practices Act, otherwise you agree that any dispute that cannot otherwise be amicably resolved will be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association, if applicable (the "AAA Consumer Rules"). In the event of a conflict between the provisions of the AAA Consumer Rules and the provisions of this Agreement, the provisions of this Agreement shall govern. Any in-person arbitration proceedings shall be conducted at a location that is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, the determination shall be made by the AAA. This agreement to arbitrate is governed by the Federal Arbitration Act.

NYPSC:

Web address: www.cps.ny.gov

Mailing address:

New York State Public Service Commission, Office of
Consumer Services

Three Empire Plaza, Albany, NY 12223

Telephone number: 1-800-342-3377

While a dispute, disagreement or claim is being resolved under this Section 17, both Parties shall continue to perform their obligations under this Agreement. Any arbitration shall be conducted by one arbitrator appointed in accordance with the AAA Consumer Rules

- a. YOU AND CLEARWAY COMMUNITY SOLAR AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS ARBITRATION CLAUSE REPLACES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND CLEARWAY COMMUNITY SOLAR AS TO WHETHER CLASS OR COLLECTIVE ARBITRATION IS AVAILABLE UNDER THIS AGREEMENT, EITHER PARTY MUST SUBMIT SUCH DISPUTE TO A COURT HAVING JURISDICTION, AND DOING SO WILL NOT WAIVE THE RIGHT TO ARBITRATE ANY OTHER DISPUTE UNDER THIS AGREEMENT. OTHER RIGHTS THAT YOU OR CLEARWAY COMMUNITY SOLAR WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- b. The award of the arbitrator (the "Arbitration Award") (i) shall be conclusive, final, and binding upon the Parties; and (ii) shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims presented to the arbitrator. Judgment on the Arbitration Award may be entered in any court having jurisdiction.
- c. If you initiate the arbitration, you will be required to pay the first \$700 of any filing fee. If we initiate the arbitration, we will pay the initial filing fee. All other filing fees, administrative fees charged by the AAA, any AAA expenses, and arbitrator compensation and expenses of the arbitrator, including required travel and other expenses, as well as any costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne in accordance with the Costs of Arbitration section of the AAA Consumer Rules. We will each bear all of our own attorneys' fees and costs.

18. Entire Agreement; Modifications in Writing; Survival:

This Agreement, including its Exhibits, contains the entire agreement between the Parties regarding the Community Solar System, and supersedes and replaces any previously executed Community Solar Customer Agreement between the Parties for the same utility account number. There are no other agreements between the Parties regarding the Community Solar System for the utility account number

on the cover page, either written or oral. Any amendment or other change to this Agreement must be in writing and signed by both Parties. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement. If any portion of this Agreement cannot be enforced, the unaffected portions will remain in effect. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any rights to which you are entitled by any statute or regulation.

19. Third Party Beneficiaries; Miscellaneous:

No person that is not a party to this Agreement has any right to enforce any term of this Agreement. All rights, powers and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law or otherwise. The terms of this Agreement that expressly or by their nature survive termination shall continue after the termination until fully performed. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument.

20. NOTICE TO CUSTOMER:

DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

THIS AGREEMENT AND CLEARWAY COMMUNITY SOLAR'S PROVISION OF SERVICES HEREUNDER ARE SUBJECT IN PART TO THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA"), WHICH PROVIDES YOU WITH CERTAIN RIGHTS AND PROTECTIONS RELATING TO LATE CHARGES, DISPUTES, AND OTHER MATTERS. SEE 16 N.Y. CODES, RULES, REGS. §§ 11.6, 11.12-11.16, 11.20 AND 11.22 FOR DETAILS REGARDING YOUR RIGHTS UNDER HEFPA.

THE DATE OF THIS AGREEMENT AND THIS TRANSACTION IS: _____

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY FOLLOWING EXECUTION OF THIS AGREEMENT. SEE SECTION 3(D) ABOVE ALONG WITH THE NOTICE OF CANCELLATION (ATTACHED AS EXHIBIT 1) FOR FURTHER EXPLANATION OF THIS RIGHT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ITS EXHIBITS IN THEIR ENTIRETY, AND THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THE AGREEMENT TO DISPUTE RESOLUTION AS DESCRIBED IN SECTION 17 TO THIS AGREEMENT, WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

Customer

Print Name: _____

Signature: _____

Date: _____

Clearway Community Solar

Name: _____

Title: _____

Signature: _____

Co-signer (if applicable)

Print Name: _____

Signature: _____

Date: _____

To the extent applicable, any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

NOTICE TO CO-SIGNER:

For purposes of this notice, the word "you" means the cosigner(s).

YOUR SIGNATURE ON THIS AGREEMENT MEANS THAT YOU ARE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT UNDER THIS AGREEMENT. IF THE SIGNER DOES NOT PAY, CLEARWAY COMMUNITY SOLAR HAS A LEGAL RIGHT TO COLLECT FROM YOU. YOU FURTHER AGREE THAT CUSTOMER MAY ACT AS YOUR LEGAL AGENT WITH THE AUTHORITY TO COMMIT AND BIND YOU IN ALL RESPECTS IN ALL MATTERS PERTAINING TO THIS AGREEMENT AND THE COMMUNITY SOLAR SYSTEM.



EXHIBIT 1 NOTICE OF CANCELLATION

(Your copy)

SIGNED DATE: _____

SUMMARY OF YOUR RIGHTS TO CANCEL:

1. YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR AND CLEARWAY COMMUNITY SOLAR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR, OR IF YOU AGREE TO RETURN THE GOODS TO CLEARWAY COMMUNITY SOLAR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

2. IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.
3. IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE REASSIGNMENT FEE, IF APPLICABLE.
4. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.

OPTIONAL FORM NO. 10 (REV. 5-64) PREPARED BY THE U.S. DEPARTMENT OF COMMERCE
FOR THE NATIONAL BUREAU OF STANDARDS (NBS) - NATIONAL BUREAU OF FIRE UNDERWRITERS (NFU)
NBS-NFU FORM NO. 10 (REV. 5-64) PREPARED BY THE U.S. DEPARTMENT OF COMMERCE

I HEREBY CANCEL THIS TRANSACTION.

SIGNED:

CUSTOMER'S PRINTED NAME:

DATE:

UTILITY ACCOUNT NO.:

METER ADDRESS:



EXHIBIT 1 NOTICE OF CANCELLATION

(Clearway Community Solar copy)

SIGNED DATE: _____

SUMMARY OF YOUR RIGHTS TO CANCEL:

1. YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR AND CLEARWAY COMMUNITY SOLAR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR, OR IF YOU AGREE TO RETURN THE GOODS TO CLEARWAY COMMUNITY SOLAR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

2. IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.
3. IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE REASSIGNMENT FEE, IF APPLICABLE.
4. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.

I HEREBY CANCEL THIS TRANSACTION.

SIGNED: _____

CUSTOMER'S PRINTED NAME: _____

DATE: _____

UTILITY ACCOUNT NO.: _____

METER ADDRESS: _____



EXHIBIT 2 AUTOMATIC PAYMENT AUTHORIZATION

(Checking or Savings Account)

Return this form by mail to Clearway Community Solar, Attn: Remittance Processing, P.O. Box 3528, Houston, TX 77253-3528. You can also enroll online at www.my-clearway.com.

Once submitted look for the message "Do Not Pay - Account Will Be Drafted" in the remittance stub area of your monthly invoice to confirm you have been successfully enrolled in Automatic Payment.

Automatic Payment - Bank Draft

All account information will remain confidential

Type of Bank Account:

☐

Checking

☐

Savings

Name as it appears on bank account:

Customer Agreement ID:

NOTE: Your Customer Agreement ID can be found on the top of communications from Clearway Community Solar, bottom of your Customer Agreement, or by contacting Customer Care at (866) 574-6911 or customersupport@clearwayenergy.com.

Complete the information and attach a voided check before returning this form. Please allow 30 days to process. In the interim, you should continue to pay all invoice until you receive one marked "Do Not Pay." Once your automatic payment is established, you will continue to receive monthly invoices marked "Do Not Pay" for your records.

Name of the banking institution:

Routing Number:

Bank Account Number:

☐ I have read and understand the terms found on the back of this form.

Signature

Date:

Daytime phone number:

Evening phone number:

Thank you! Return this completed form to Clearway Community Solar, Attn: Remittance Processing, P.O. Box 3528, Houston, TX 77253-3528. If you have any questions, email us at customersupport@clearwayenergy.com or call us at (866) 574-6911.

Automatic Payment Options - Terms And Conditions

To be eligible for an automatic payment option your account must be in good standing and you may not have two or more returned payments during the past twelve-month period. If your account is eligible, you will be enrolled on the automatic payment plan of your choice following the next full billing cycle after Clearway Community Solar LLC (hereinafter referred to as "Clearway CS") processes your request. You will continue to receive a copy of your monthly invoice for your records, but once you are set up for automatic payments, your bill will be marked "Do Not Pay". Clearway CS may terminate your participation under any automatic payment options in the event you provide incorrect, false or fraudulent account information or if you have more than one returned payment item on your account. Additionally, after returned payment item, your automatic payment plan will be temporarily deactivated and may only be reactivated upon your verification of your payment account information. Once you have more than one returned payment, your account may be ineligible for reactivation automatic payment options for up to twelve months. Your bank account information will be used only for the purpose of setting up to your account for automatic monthly payments and Clearway CS will keep your account information confidential.

Automatic Payment Authorization

By providing by bank account information to Clearway CS and signing in the space provided, I hereby authorize Clearway CS to charge my account in the amount of my monthly invoice. I understand that any previous balances due will be withdrawn or charged to account along with my first invoice on the initial draft date. I understand that debits to my checking account will be made on the due date appearing on my invoice, unless such date is a Saturday, Sunday or other bank holiday, in which case Clearway CS will debit my account on the next banking day. I understand that my Clearway CS monthly invoice together with this authorization form will be notice of the amount and the date of each withdrawal from my bank account. I also understand that I may cancel my automatic payment option by providing written notice to Clearway CS at least 10 business days advance prior to the next schedule automatic payment date.

I also agree to notify Clearway CS if there are any changes to my bank account information.

EXHIBIT 3

Community Distributed Generation Disclosure Form	
Customer Information Distribution Utility	Name: _____ Service Address: _____ Distribution Utility: _____ Email Address: _____
Overview	This document describes your Community Solar Customer Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
Price, Fees, and Charges	<p>Price per kWh of electricity generated: \$ _____</p> <p>Your payment each month will be this price multiplied by the amount of energy generated by the percentage of the System assigned to you*.</p> <p>Your first Monthly Payment will be due following the first day of the first full calendar month upon which commercial operation of the Community Solar System is achieved ("Production Start Date"), after Net Metering Credits have been assigned to your utility account ("Service Commencement Date"), by the due date indicated on an invoice from Clearway Community Solar.</p> <p>Your \$ _____ per kWh subscription rate will increase each year by ____%. The first increase will occur on the first billing period following the first anniversary of your Service Commencement Date.</p> <p>*Already reflects a \$5/mo. automatic payment discount. This discount will be removed if an automatic payment method is not authorized. See Section 5 of your contract for details.</p> <p>Other charges: _____</p> <p>Late Fee: 1% per month on payments 30 days past due.</p> <p>Reassignment Fee: _____</p> <p>This Agreement and your payment hereunder entitle you solely to Net Metering Credits. You will not receive any ownership interest in the system, tax credits, rebates, earnings, capital appreciation, or other associated attributes or commodities.</p>
Project Location and Customer Allocation	<p>System Location: _____</p> <p>You will be notified by mail or email once you have been assigned to a Community Solar System.</p> <p>Customer Allocation: _____ kW</p>
Length of Agreement and Renewal	<p>_____ years following the Production Start Date.*</p> <p>*If the Production Start Date has occurred prior to the date of your contract, then the initial term may be less than _____ years and you will only be responsible for making Monthly Payments during such shortened term, beginning on the Service Commencement Date and ending on the 20th anniversary of the Production Start Date.</p>

<p>Early Termination</p> <p>If you terminate your contract early, you will be charged a fee of (Reassignment Fee). In order to terminate your contract early, an Eligible Replacement Customer must agree to execute a Community Solar Customer Agreement for your Allocation Amount. See section 6 of this Agreement for details.</p> <p>The Reassignment Fee will not apply if: (1) an Eligible Replacement Customer has agreed to execute a Community Solar Customer Agreement for your Allocation Amount; and (2) (i) you provide evidence that you have moved outside of your NYS Load zone, or (ii) you transfer your Allocation Amount to another Eligible Replacement Customer. See section 6 of this Agreement for details.</p> <p>The Reassignment Fee will also not apply if you cancel pursuant to section 4 of the Agreement ("Pre-Production Cancellation Period"). The Pre-Production Cancellation Period will not apply if the Production Start Date has occurred prior to the date of your contract.</p>	<p>Estimated Benefits</p> <p>The system is estimated to provide kWh to you in the first year of operation. If the Production Start Date has occurred prior to your Service Commencement Date, then your estimated first year production will be reduced by the degradation factor described below. Generation will be provided as monetary credits on your utility bill.</p> <p>The estimated annual electricity production decrease due to system aging (degradation) is %.</p> <p>Your local utility's 3-year historical average for per kWh rates for customers in the same utility rate class is \$.</p> <p>After Subscription payments are taken into account, your net savings in the first year are estimated to be.</p> <p>Over years, you are estimated to have net savings of off your utility bill based on the Subscription payments, the System's generation, and an assumption that utility rates increase by % each year.</p> <p>If the Production Start Date has occurred or is to the Service Commencement Date, then your savings will vary accordingly based on the shortened term and reduced production estimates described above and under "Length of Agreement".</p> <p>Actual savings may vary based on changes in utility rates and system production.</p>	<p>Guarantees</p> <p>This contract does not guarantee savings. This contract does not guarantee a minimum level of system performance or production of energy.</p>	<p>Data Sharing and Privacy Policy</p> <p>You agree to permit provider to request data from your local utility regarding your account and electricity usage. Provider will use this data to facilitate service to you under this agreement (for example, to allocate Net Metering Credits to your utility account), as further detailed in section 6. For more information about Clearway Community Solar's data privacy policies go to www.ClearwayCommunitySolar.com/privacy-policy/.</p>	<p>Right to Cancel Without Penalty</p> <p>You have the right to terminate the contract without penalty within three business days after signing the contract by notifying provider at</p> <p>By Mail: Clearway Community Solar P.O. Box 1528, Houston, TX 77253 3528 By Email: customersupport@clearwayenergy.com By Fax: 1-832-584-2378 By Phone: 1-855-272-7508</p>	<p>Customer Rights</p> <p>If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p>
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Preparer Name and Contact Information	Phone: 1-855-712-7508 Email: customersupport@clearwayenergy.com
--	--

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:



P.O. Box 4387
Portland, OR 97208

ACCOUNT NAME
BILLING ADDRESS

Account name:
Clearway Contract Number:
Invoice number:
Service Address:

Solar Farm Name:

Questions or Comments:
Contact us toll free at (855) 712-7508
Monday Through Friday, 6am to 6pm PST
Email us at: billing@clearwaysupport.com

Residential payments 30 plus days past due subject
to 1% interest

Go Paperless! - safe, secure, and environmentally responsible.
Call or email us today to sign up for electronic statements.

Your Monthly Solar Statement

Due Date: 3/25/2019

Statement Date	3/4/2019	
Production Period	12/26/2018 thru 1/25/2019	
Previous Amount Due	\$88.07	
Payment	\$88.07	
Balance Forward		\$0.00
Charges/Credits this period		
Monthly Charges 0.1529 x 352kWh	\$53.82	Charges based off actual utility production data
Tax	\$0.00	
Total Current Charges or Credits	\$53.82	
Amount Due	\$53.82	

Please return the payment stub below with your payment and make your check payable to Clearway Community Solar

Cut Here

Please write account number on your check

Cut Here



P.O. Box 4387
Portland, OR 97208

ACCOUNT NAME
BILLING ADDRESS

Invoice number: 129275
Amount enclosed: _____
Amount due by: 3/25/2019
Amount Due: \$53.82
Customer Account:

Clearway Community Solar
P.O. Box 4387
Portland, OR 97208

MARKETING MATERIALS
[COPYRIGHTED MATERIALS]

WEBSITE


Go Solar with Community Solar. No Roof Required.

The sun is our common energy. That's why we're making it possible for everyone to own solar. No roof, no solar panels on your roof. Just the sun. And that's all it takes to make a difference.


[Request Information](#)

About Community Solar


Community solar is a way for you to own solar without the need for a roof. It's a way to share the benefits of solar energy with your community. And it's a way to make a difference.



Impact



Governmental



Economic

Community solar is a way for you to own solar without the need for a roof. It's a way to share the benefits of solar energy with your community. And it's a way to make a difference.

[How Community Solar Works](#)

Free Solar Consultation

Fill out the form below and we'll get back to you with a free solar consultation. We'll help you understand the benefits of community solar and how it can make a difference in your community.

[Submit](#)

Get a Savings Estimate


Fill out the form below and we'll get back to you with a free savings estimate. We'll help you understand the benefits of community solar and how it can make a difference in your community.

[Get an Estimate](#)


Who We Serve

We build local community solar farms that generate clean, local power. For local communities, that means locally produced renewable energy and more jobs for your future. And that's why you can make a difference.


Find out if we serve your community.




Massachusetts Solar



Minnesota Solar

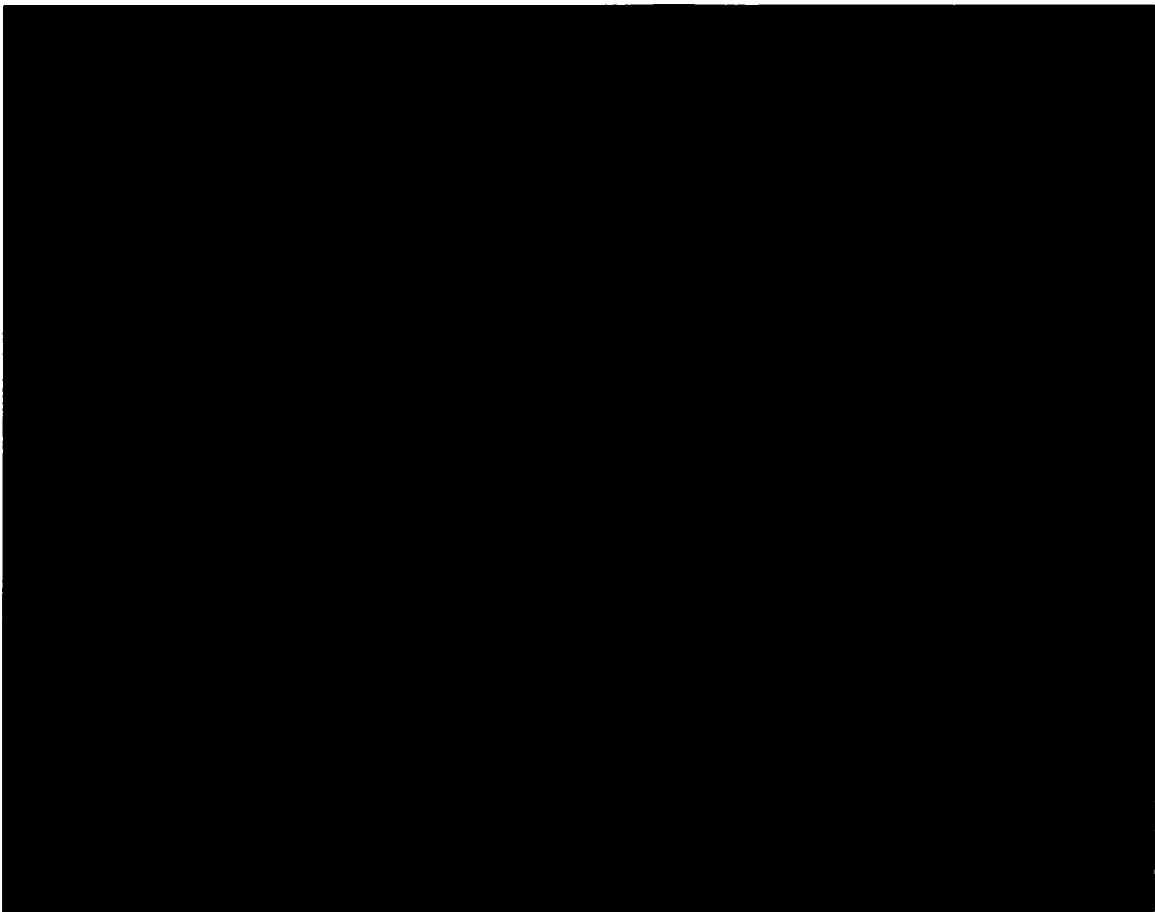


New York Solar

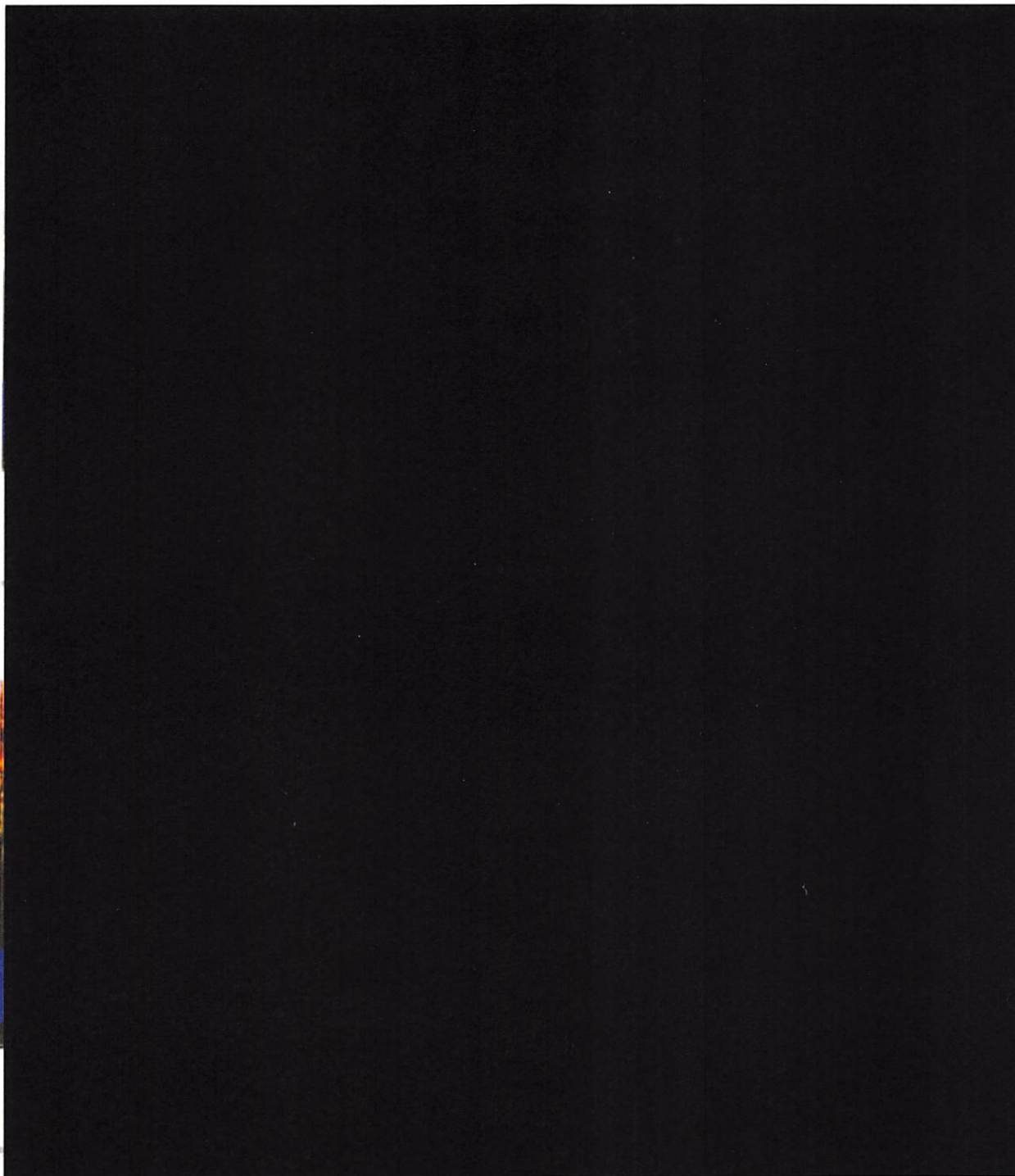


Pennsylvania Solar

BROCHURE

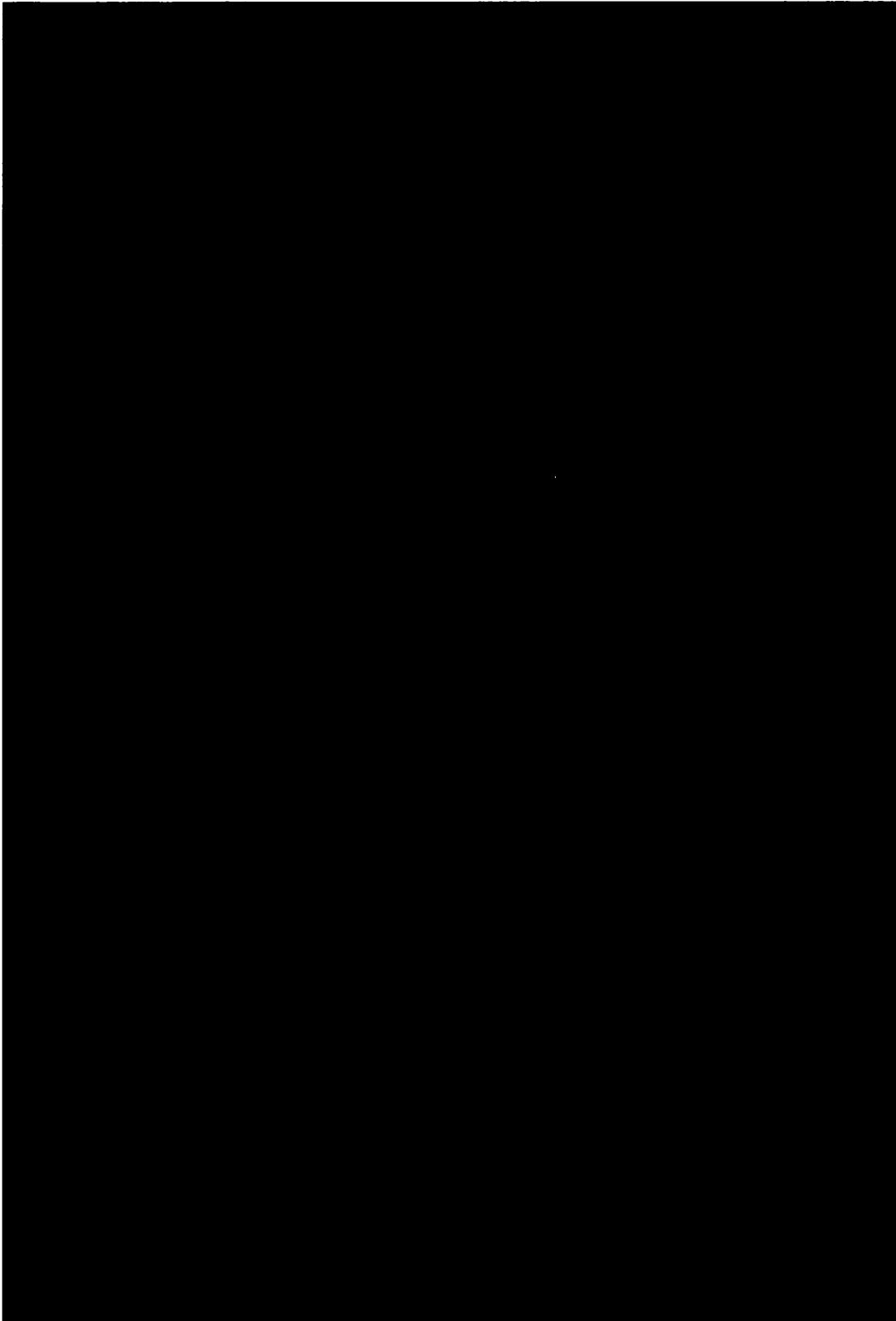


DIRECT MAIL

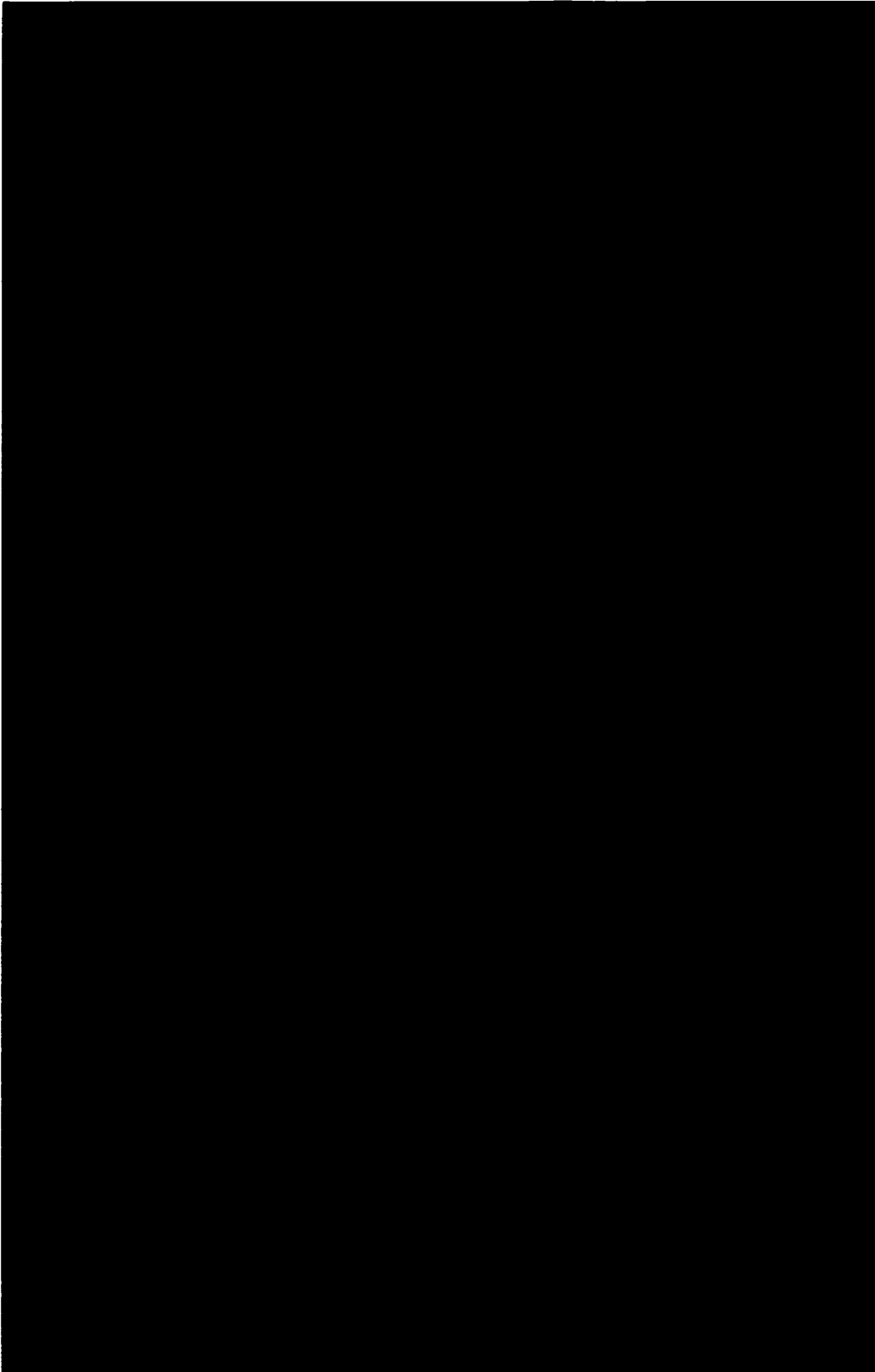




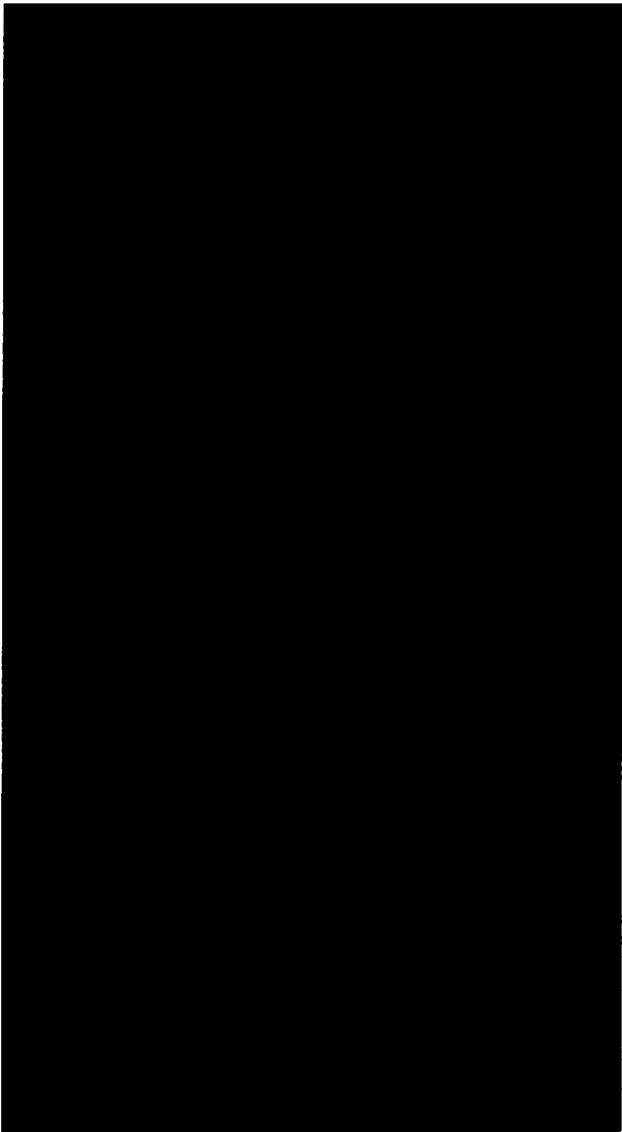
(LETTER)



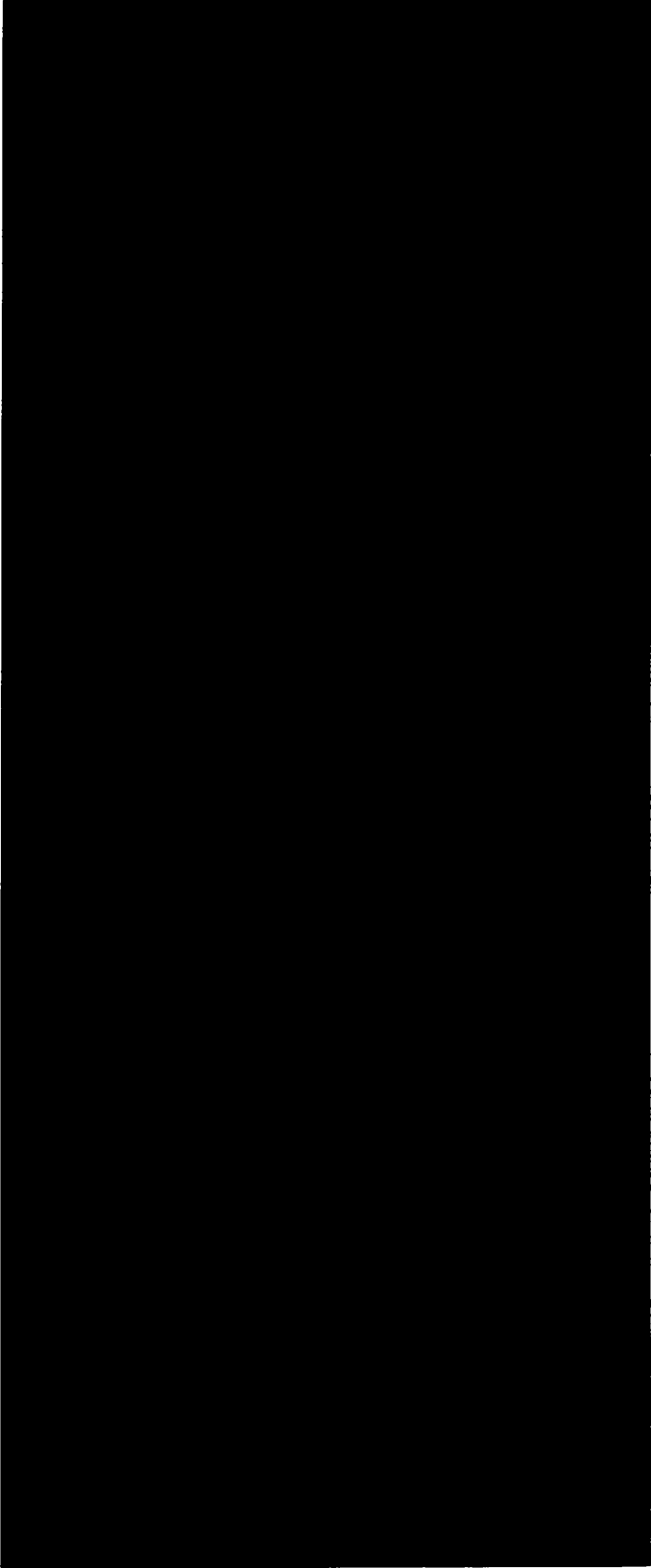
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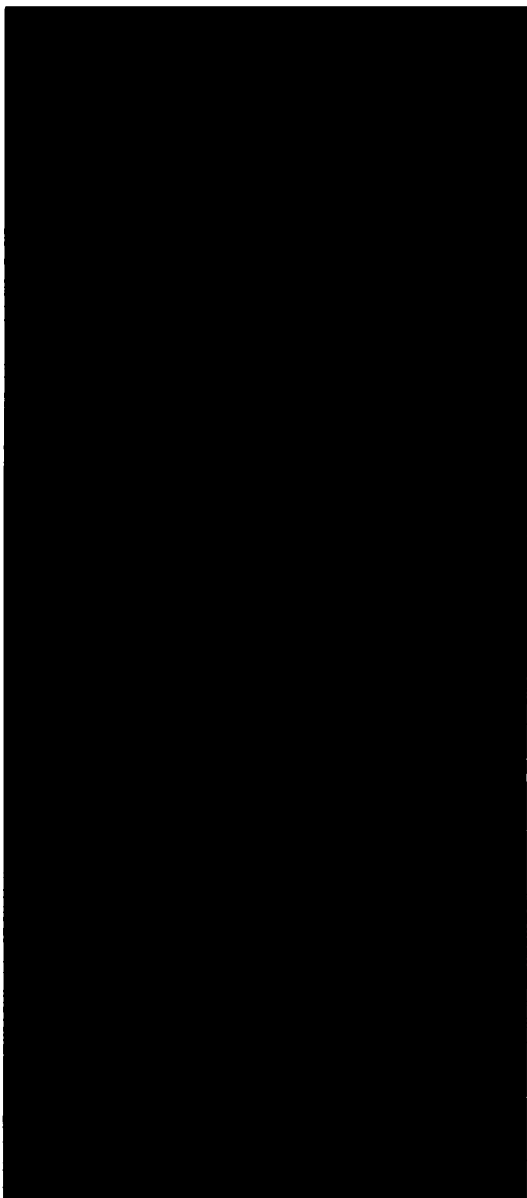
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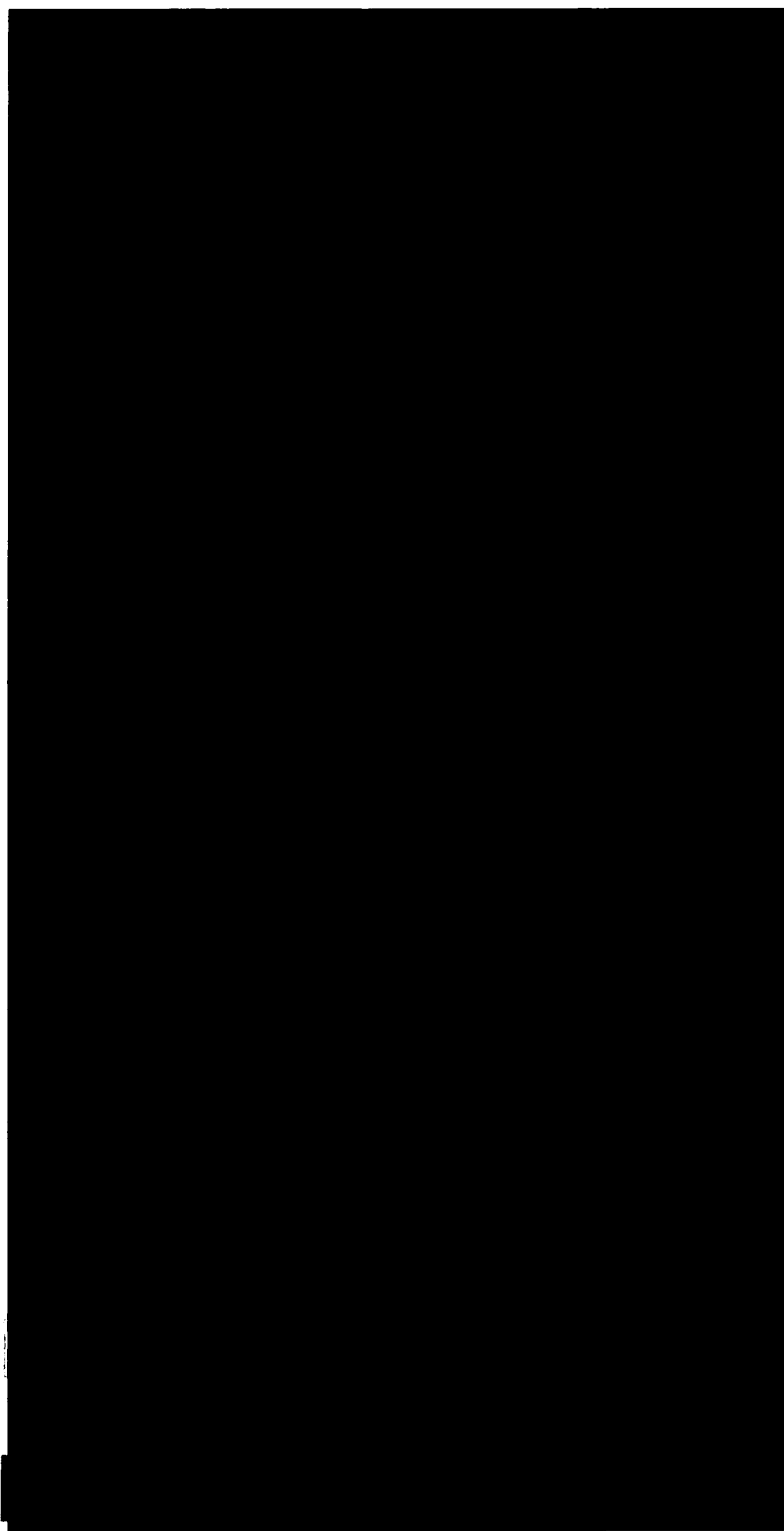
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EVENT TENT BANNER



NEWSPAPER AD





**ENTITIES THAT MARKET ON BEHALF OF
CLEARWAY COMMUNITY SOLAR**



NYS DPS OFFICE OF CONSUMER SERVICES
SERVICE PROVIDER FORM



New York State Public Service Commission
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 3/28/19

Company Name Clearway Community Solar LLC

President Drew Warshaw

Mailing Address 205 Hudson Street
New York, NY 10013

E-mail Address Drew.Warshaw@clearwayenergy.com

Phone Number 212-710-2716 Fax Number _____

Vice President / Director of Customer Service Maria Rodriguez

Mailing Address 1100 Louisiana Street, Suite 5150
Houston, TX 77002

E-mail Address Maria.Rodriguez@clearwayenergy.com

Phone Number 346-293-7095 Fax Number _____

Primary Regulatory Complaint Manager Sara Martinez-Cantu

Mailing Address 1100 Louisiana Street, Suite 5150
Houston, TX 77002

E-mail Address Sara.MartinezCantu@clearwayenergy.com

Phone Number 346-293-7110 Fax Number _____

Secondary Regulatory Complaint Manager Xavier Rodela

Mailing Address 1100 Louisiana Street
Houston, TX 77002

E-mail Address Xavier.Rodela@clearwayenergy.com

Phone Number 346-293-7118 Fax Number _____

The e-mail Address or Fax Number to be used by PSC when sending consumer complaints is:

Email: communitysolarsupport@clearwayenergy.com

Fax: 832-584-2378

DER REGISTRATION COMPLIANCE AFFIRMATION FORMS

DER Registration Compliance Affirmation Form

Minisink Solar 2, LLC

Interconnection Customer Name

Minisink, NY 10998

Interconnection Location

CDG-00280

Utility Application Number

The applicant for interconnection listed above, henceforth Interconnection Customer, affirms that it is in compliance with the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers (DER Oversight Order) and the associated Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS). The UBP-DERS requires that all Distributed Energy Resource (DER) suppliers offering community distributed generation or on-site distributed generation to mass market customers register with the Commission by filing a registration form in the Commission's Document and Matter Management System (DMM) in Matter 17-02273 prior to marketing to or serving mass market customers.

The Interconnection Customer affirms that [check appropriate box]:

☒ The Interconnection Customer has registered as a DER Supplier by filing a registration form in Matter 17-02273.

☐ The project is not intended to serve mass market customers and therefore does not require registration. If the project design changes while the Interconnection Customer owns or controls the projects such that it will be marketed to and serve mass market customers, Interconnection Customer will ensure compliance with the UBP-DERS, including registration requirements.

☒ The project is intended to serve mass market customers. Clearway Community Solar LLC [Company Name] is responsible for marketing and service to mass market customers and has registered as a DER Supplier by filing a registration form in Matter 17-02273.

☐ The Interconnection Customer intends to sell the project or otherwise transfer control of the project without marketing to or serving mass market customers. The Interconnection Customer will inform the purchaser/transferee of purchaser/transferee's responsibility for ensuring compliance with UBP-DERS, including the registration requirements. If the Interconnection Customer's plan changes such that the project will be marketed to and serve mass market customers while Interconnection Customer owns or controls the project, the Interconnection Customer will ensure compliance with the UBP-DERS, including registration requirements.



Interconnection Customer/Agent Signature
President

Title

03/28/19

Date

DER Registration Compliance Affirmation Form

Minisink Solar 1, LLC

Interconnection Customer Name

Minisink, NY 10998

Interconnection Location

CDG-00279

Utility Application Number

The applicant for interconnection listed above, henceforth Interconnection Customer, affirms that it is in compliance with the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers (DER Oversight Order) and the associated Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS). The UBP-DERS requires that all Distributed Energy Resource (DER) suppliers offering community distributed generation or on-site distributed generation to mass market customers register with the Commission by filing a registration form in the Commission's Document and Matter Management System (DMM) in Matter 17-02273 prior to marketing to or serving mass market customers.

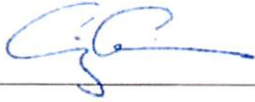
The Interconnection Customer affirms that [check appropriate box]:

☒ The Interconnection Customer has registered as a DER Supplier by filing a registration form in Matter 17-02273.

☐ The project is not intended to serve mass market customers and therefore does not require registration. If the project design changes while the Interconnection Customer owns or controls the projects such that it will be marketed to and serve mass market customers, Interconnection Customer will ensure compliance with the UBP-DERS, including registration requirements.

☒ The project is intended to serve mass market customers. Clearway Community Solar LLC [Company Name] is responsible for marketing and service to mass market customers and has registered as a DER Supplier by filing a registration form in Matter 17-02273.

☐ The Interconnection Customer intends to sell the project or otherwise transfer control of the project without marketing to or serving mass market customers. The Interconnection Customer will inform the purchaser/transferee of purchaser/transferee's responsibility for ensuring compliance with UBP-DERS, including the registration requirements. If the Interconnection Customer's plan changes such that the project will be marketed to and serve mass market customers while Interconnection Customer owns or controls the project, the Interconnection Customer will ensure compliance with the UBP-DERS, including registration requirements.



Interconnection Customer/Agent Signature
President

Title

03/28/19

Date

ANNUAL COMPLIANCE SPREADSHEET

[illegible]