

May 22, 2025

Hon. Michelle L. Phillips Secretary to the Commission New York State Public Service Commission Agency Building 3 Albany, NY 12223-1350

Dear Hon. Michelle L. Phillips,

Enclosed please find the 2025 Distributed Energy Resource Supplier Registration Form for matter 17-02273 for Edgewise Energy LLC.

Sincerely,

Dan Kartzman

Vice President

**Managing Partner** 

#### Attachment 1

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

- 575 Broadhollow Energy LLC
- Bluebird Community Solar, LLC

For all affiliates, the contact information is as follows:
Edgewise Energy
43 Werman Court
Plainview, NY 11803
Attn: Dan Kartzman
718-869-9708
dkartzman@getedgewise.com

A list of entities, including contractors, subcontractors, that market on behalf of your company:

- ProjectEconomics, Inc. dba PowerMarket
- Didit Marketing



# 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 SUPPLIERS<sup>3</sup>

(Attach additional sheets as necessary)

Edgewise Energy LLC

## 1. Business Information

Business Name:

Address:		43 W	43 Werman Ct					
City:		Plainvi	Plainview		State:	NY	Zip:_	11803
		(516) 595-2259			Website	: https	https://getedgewi	
1	projects, or that project or CDG	is otherwise projects, thr	– acting or planning e engaged in solic ough its own emp vns, and/or operat	iting custom loyees or ag	ners, members gents, on its ov	, or subs	cribers for a	a CDG
<sup>2</sup> D	involves the inst	tallation of d ket custome	ngaged in solicitir listributed generat ers, through its ow	ion equipme	ent, such as so	olar panel	s, on the pr	operty of
3	Instructions	on	registering	and	filing	are	available	at
httı	os://dps.ny.gov/filir	ng-documen	ts-secretary					

assumed name and list the name(s) here:						
Type of Provider						
CDG Provider X Mass Market On-Site DG Provider	lerBoth					
Energy Source: (i.e. solar, wind, etc.)fuel cell, so	lar					
Provide the contact information for any affiliates conduct (including subsidiaries and parent corporations) within Ne	ew York State or elsewhere.					
Business Name: N/A						
Contact Name:						
Address:						
City:St	ate:Zip:					
Telephone:Fa	ax:					
Email Address:						
Provide the contact information for any parent company ownership interest of 10 percent or more of the registran	·					
Business Name: N/A						
Contact Name:						
Address:						
City:S	tate:Zip:					
Telephone:Fa	ax:					
Email Address:						
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 NoX	_					

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:
N/A
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:  N/A
List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:  N/A
List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months:  N/A
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:  N/A

## 2. Contact Information

The contacts listed below must be direct contacts for individuals. Direct phone numbers with extensions must be provided for each contact. No shared mailboxes will be accepted. Staff will not share these contacts with the general public.

<b>Executive Contact</b>	(Owner, CEO, or Executive respo	nsible for I	New York	service)	)		
Name and Title:	Sammy Chu, CEO						
Address: 43 \							
City: P	lainview	State:	NY	Zip:	11803		
	(516) 595-2259						
	schu@getedgewise.com						
	ct (Individual(s) Responsible for Er	nsuring Cor	mpliance	with Reg	julatory		
Name and Title:	Dan Kartzman, Vice President						
	Address:43 Werman Ct						
City: Plainview	1	State:	NY	Zip:	11803		
	(516) 595-2259						
	dkartzman@getedgewise.com						
Marketing Contact Complaints)	t (Individual(s) Responsible for Re	sponding to	o Consur	ner Inqui	ries and		
Name and Title:	Dan Kartzman, Vice President						
	Werman Ct						
City: Plainvie	ew	State:	NY	Zip:	11803		
Telephone:	(516) 595-2259	Fax:	(347)	658-3157			
-	dkartzman@getedgewise.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 Service Provider Contact Information Form

## 4. Signature

A /-

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: Dan Kartzman
Title: Vice President of Business Development	Date: <u>5/22/2025</u>
Company Name: Edgewise Energy LLC	

#### FILING RECEIPT

ENTITY NAME: EDGEWISE ENERGY LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: NASS

FILED:01/29/2019 DURATION:\*\*\*\*\*\*\* CASH#:190129000040 FILM #:190129000039

DOS ID:5483964

FILER:

EXIST DATE 01/29/2019

SILVERMAN ACAMPORA LLP 100 JERICHO QUADRANGLE SUITE 300 JERICHO, NY 11753

ADDRESS FOR PROCESS:

THE LLC 43 WERMAN COURT PLAINVIEW, NY 11803

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: GERALD WEINBERG, P.C. - 13

SERVICE CODE: 13 \*

FEES	225.00	PAYMENTS	225.00
FILING TAX CERT COPIES HANDLING	200.00 0.00 0.00 0.00 25.00	CASH CHECK CHARGE DRAWDOWN OPAL REFUND	0.00 0.00 0.00 225.00 0.00
			========

### ARTICLES OF ORGANIZATION

**OF** 

## **EDGEWISE ENERGY LLC**

Under Section 203 of the Limited Liability Company Law

Filed by:

Silverman Acampora LLP 100 Jericho Quadrangle Suite 300 Jericho, New York 11753

#### ARTICLES OF ORGANIZATION

#### OF

#### **EDGEWISE ENERGY LLC**

Under Section 203 of the Limited Liability Company Law.

FIRST: The name of the limited liability company is EDGEWISE ENERGY LLC.

SECOND: The county within the state in which the office of the limited liability company is to be located is Nassau.

<u>THIRD</u>: The Company does not have a specific date of dissolution in addition to the events of dissolution set forth by law.

<u>FOURTH:</u> The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

43 Werman Court Plainview, New York 11803

<u>FIFTH:</u> The effective date of the Articles of Organization shall be the date of filing with the Secretary of State.

SIXTH: The limited liability company is to be managed by 1 or more members.

IN WITNESS WHEREOF, this certificate has been subscribed to this 28th day of January, 2019 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Lawrence A. Kirsch, Organizer

Laurence a. Kirsch

#### STATE OF NEW YORK

#### DEPARTMENT OF STATE

#### **Certificate of Status**

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: EDGEWISE ENERGY LLC

**DOS ID Number:** 5483964

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

**Entity Status:** EXISTING **Date of Initial Filing with DOS:** 01/29/2019

Statement Status: CURRENT Statement Due Date: 01/31/2027

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 05, 2025 at 03:02 P.M.

Brandon C. Heyles

WALTER T. MOSLEY Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100008158662 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <a href="http://ecorp.dos.ny.gov">http://ecorp.dos.ny.gov</a>

## Community Distributed Generation (CDG) Subscription Agreement Cover Page

To make this contract as simple as possible while staying within the rules of the New York State CDG program we've outlined the main points of the contract on this cover page.

This Agreement comprises the following, each of which is made a part hereof and together constitute the entire Agreement:

- 1) This Cover Page.
- 2) The Community Distributed Generation Disclosure Form as required by New York State to increase transparency of the agreement.
- 3) The General Terms and Conditions
- 4) A prequalification form to verify eligible credit as a minimum credit score of 600 is required to qualify for the program. This process will not affect your credit score.
- 5) A recurring payment authorization form. Since this is a monthly service, we require sign off as a recurring monthly payment.

#### Program and service highlights:

- 1) This is a New York State program called Community Distributed Generation which is administered by PSEG-LI.
- 2) There is no cost to sign up for a subscription and you may cancel your subscription at any time.
- 3) You will remain a PSEG-LI customer, as such your electricity and all utility services continue to be served by PSEG-LI.
- 4) The fuel cell farm is under construction and is slated to begin producing energy credits in June 2022.
- 5) We require payment information at sign up to secure your subscription as spots are limited.

#### The Community Power LI electricity subscription works as follows:

- 1) Our community energy project, a fuel cell farm, generates electricity on Long Island.
- 2) The electricity is put directly onto the Long Island power grid.
- 3) PSEG-LI distributes the value of the electricity we put on the grid in the form of energy credits.
- 4) The energy credits are applied to your electricity bill lowering the amount you would otherwise pay PSEG-LI every month.
- 5) For every credit applied to your bill you pay us 10% less for that energy than you would PSEG-LI.
- 6) You will never pay for an energy credit that has not already been applied to and lowered your PSEG-LI bill.

Thank you for contributing to a cleaner electricity grid on Long Island! We look forward to providing you with discounted electricity.

Co	mmunity Distributed Generation Disclosure Form
Subscriber Information	Name:
	Mailing Address:
	Email Address:
Distribution Utility	PSEG-LI/LIPA
Overview	This Disclosure Form describes your community fuel cell subscription. The community fuel cell generates Community Distributed Generation (CDG) bill credits which can lower your monthly PSEG-LI utility bill. You should expect to save up to 10% on your monthly electricity bill, depending on the number of CDG Credits that are applied. You will receive a monthly invoice from us for your bill credits after they appear on your bill. This is called your subscription fee.
	Powermarket will be your service provider ("Service Provider"), and you should contact Powermarket with any questions, comments, or concerns about your subscription.
Price, Fees, and Charges	The price is 10% off the value of the CDG Credits per kWh. Your payment each month is 90% of the total value of the CDG Credits allocated to your Utility account (the "Subscriber Fee").
	You will be allocated a percentage of the total kWh production of the facility's generating capacity based on your historical annual usage.
	Service Provider will invoice the total bill each month, which you will receive after your PSEGLI bill is credited. Your payment is due within seven (7) days of receipt of invoice. You will continue to receive an invoice from your utility for a basic service charge and any electricity used beyond the amount of credits in your account.
	Non-recurring charges include an interest charge on late fees and a processing fee for payment by written check. The fee for returned payments is \$35.
	You do not have any right to applicable Tax Credits, Environmental Attributes and Environmental Incentives. The CDG Host has sole rights to any credits, rebates, incentives, environmental attributes or any other attributes of ownership and operation of the generation asset.
Project Location and	Fuel Cell facility Location (): [insert anticipated locations]
<b>Customer Allocation</b>	Fuel Cell System Size (anticipated):
	Subscriber's Anticipated Allocation of Generation: %
	Approximate In-Service Date:
	Approximate Date You Will Begin Accruing CDG Credits: Summer 2022
	The actual Generation Facility to which you will be assigned will be
	determined by CDG Host. If Commercial Operation occurs after the
	Effective Date, You will be placed on a waiting list. CDG Host will notify you in writing when the Generation Facility to which you have been
	assigned has achieved Commercial Operation and you will begin accruing CDG Credits in the then-current Period. This notice will also include final Generation Facility size and your initial Allocation. We may modify your Allocation from time to time, in accordance with CDG program
	requirements.

Length of Agreement and	The initial term of your contract starts on the Effective Date and continues for 12 months (1 year) following the Commercial Operation Date.				
Renewal	Your contract will be automatically renewed for up to [24] one year renewal terms unless you or CDG Host gives you a notice of intent not to renew at least 60 days prior to the end of the then-current term.				

Early Termination	There are no cancellation fees and you may cancel this agreement at any time. However, you must pay for all CDG Credits that are applied to your Utility account, even after you notify us of your cancellation, since it can take PSEG-LI up to 60 days to process your cancellation.  You may provide written notice of cancellation to communitypowerli@powermarket.io or by calling (855) 720-2701.
Estimated Benefits	You will save 10% of the cost per kilowatt-hour that you otherwise would pay to PSEG-LI for each CDG Credit applied to your monthly electricity bill. Therefore your estimated benefits will vary depending on your allocation of CDG Credits and the percentage of your total electric load for which you have purchased CDG Credits. PSEG-LI will not apply more CDG Credits to your bill than the number of kilowatt-hours that you used during the applicable billing period.
Guarantees	While this Agreement does not guarantee a specific dollar-savings amount, as long as you are not in default you will pay less in Utility charges than you would have, had you not signed this contract. Your savings will be a fixed 10% off the value of the kilowatt-hours that you use in a billing period that are offset by CDG Credits.  This Agreement does not guarantee a minimum level of System performance, production of energy or that you will be allocated CDG Credits in any billing
	prior equal to your electricity use during that billing period
Data Sharing and Privacy Policy	You agree to permit CDG Host to request and access data from your local utility regarding your account and electricity usage.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying PowerMarket at (855) 720-2701 or communitypowerli@powermarket.io.
Customer Rights	If you have inquiries or complaints that the CDG Host or the Service 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.
Preparer Name and Contact Information	

#### **General Term and Conditions**

- 1. Eligible Subscribers. The program is open to Subscribers who have a service address in the service territory of PSEG-LI, who satisfy our credit qualification requirements and who are not currently in arrears in payment of their bills to PSEG-LI. You confirm that as of the Effective Date you are not in arrears in payment of your PSEG-LI bills.
- 2. Length of Agreement and Renewal. This Agreement takes effect on the Effective Date and expires at the end of the term listed on the Disclosure Form, unless terminated early as specified on the Disclosure Form. Thereafter, it will automatically renew for additional 1-year period until either CDG Host or Subscriber notifies the other party of its intent not to renew at least 60 days prior to the end of the then-current term.
- **3.** Commencement of CDG Credit Allocations. You will begin to receive CDG Credits following the Project's "Commercial Operation Date," the date on which the Project is mechanically complete and begins providing electricity to the interconnection point with PSEG-LI. PSEG-LI typically takes as many as two (2) months after you begin accruing CDG Credits for CDG Credits to appear on your PSEG-LI bill. We will separately invoice you for the CDG Credits once they are applied on your PSEG-LI bill. You will not have access to the Project.
- **4. Payment.** You agree to pay all amounts due to Provider under this Agreement within seven (7) days from the date you receive our invoice, by ACH or credit card. Any amount not paid on time will accrue interest at the rate of one and one-half percent (1.5%) per month, not to exceed the maximum interest rate allowable by law. Returned payments or chargebacks will incur a \$35 fee. You further agree to pay for any and all taxes assessed on the generation, sale, delivery or consumption of the CDG Credits.

#### 5. Termination.

- (a) You may terminate this Agreement at any time upon delivery of sixty (60) days prior written notice to the CDG Host. CDG Host will remove you from the Project, however, you agree to continue to pay for all CDG Credits that are applied to your Utility account, even if the CDG Credits are applied after termination.
- (b) You may also terminate this Agreement if CDG Host fails to perform any material obligation hereunder, which failure is not excused by any event or circumstance beyond the control of and without the fault or negligence of CDG Host ("Force Majeure") or other provisions of the Agreement, and CDG Host fails to commence a cure of the default within a commercially reasonable period of time and diligently proceed with such cure until completion
- (c) We may terminate this Agreement if we cease developing the Project for any reason or if there is a change of law or regulation or event of Force Majeure that adversely affects our ability to sell and deliver the CDG Credits to you, and in each case we notify You of that decision.
- (d) We may also terminate this Agreement if You fail to perform any material obligation hereunder (including any failure to pay amounts due), which failure is not excused by Force Majeure or other provisions of the Agreement or is not cured within 30 days of our notifying you or your becoming aware of it, if earlier.

- (e) Whatever the reason for termination, you will remain liable to pay for any CDG Credit you receive, even after termination.
- **6. Utility Data.** You authorize us to request from the Utility, and you authorize the Utility to provide to us, all of your electrical consumption history and other related information as required to provide you with the CDG Credits under this Agreement. We will keep that information confidential and not sell or otherwise release it to any third-party, except as required by law.
- **7. Nature of Agreement.** (a) This Agreement is a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. You agree that you will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of CDG Credits. (b) The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- **8. Outages.** We are excused from our obligation to provide CDG Credits to you during such times as the Project is out of service. We will notify you of any outage lasting longer than two weeks.
- 9. Limitation of Liability. To the maximum extent permitted by law, (a) CDG Host's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the Agreement or from the performance or breach thereof shall in no case exceed the amount you have paid to us under this Agreement, and (b) in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either party, their employees and contractors be liable for special, incidental, exemplary or consequential damages, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, or downtime costs.
- 10. Disclaimer of Warranties. CDG HOST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITY, THE CDG CREDITS, AND/OR THE COMMUNITY DISTRIBUTED GENERATION PROGRAM, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SUBSCRIBER UNDERSTANDS AND AGREES THAT NO WARRANTY IS TO BE IMPLIED WITH RESPECT TO THE CONDITION OF THE PROJECT, ITS MERCHANTABILITY OR THE FITNESS OF THE FACILITY FOR A PARTICULAR PURPOSE. CDG HOST MAKES NO REPRESENTATION OR WARRANTY AS TO ANY OF THE CDG CREDITS, THE COMMUNITY DISTRIBUTED GENERATION PROGRAM OR SUBSCRIBER'S QUALIFICATION FOR OR UNDER THE PROGRAM PURSUANT TO PSEG-LI'S TARIFFS, OR THE OVERALL EFFICIENCY OR OPERATION OF THE PROJECT. CDG HOST MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING SUBSCRIBER'S TAX OR ACCOUNTING TREATMENT UNDER THIS AGREEMENT.
- **11. Governing Law/Jurisdiction/Venue.** This Agreement shall be interpreted and construed according to the laws of the State of New York, without regard to the principles of conflicts of laws thereof. The Parties acknowledge and agree that a court of competent jurisdiction located in Nassau County, New York shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

#### 12. Dispute Resolution.

(a) <u>Utility Complaint</u>. You should contact the Utility if You have Utility billing or account management questions, by phone at 1-800-490-0025. You can also find your closest Utility customer service center at the following link:

https://www.psegliny.com/myaccount/customersupport/customerservicelocations.

- (b) <u>Private Resolution</u>. If either party to this Agreement provides the other party written notice of a dispute that has arisen relating to this Agreement, then the parties agree to negotiate in good faith and attempt to resolve such dispute within thirty (30) days after the date such notice is delivered.
- (c) Arbitration. If the dispute remains unresolved thirty (30) days after the written notice is delivered, the parties may mutually agree to arbitration in Suffolk County, New York. Such arbitration shall be in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect on the date that a Party gives notice of its demand for arbitration, and judgment on any award may be entered in any court of competent jurisdiction. If the parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs. If the parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- (d) BY AGREEING TO THIS SECTION 12, SUBSCRIBER WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

#### 13. Transfer; Assignment.

- (a) By Subscriber. If you move to a Service Address within the same Utility service area and load zone, you may sign a transfer agreement maintaining all of your rights and obligations under this Agreement. The utility account associated with the new Service Address will begin accruing CDG Credits after the first full Billing Period following the date of your transfer agreement. Except as provided above, you may not assign, gift, bequeath or otherwise transfer any of your rights or obligations under this Agreement to any other individual or entity for any purpose, including without limitation as security for any debt or obligation. Any attempted assignment in violation of this paragraph shall be null and void.
- (b) By CDG Host. We may assign, sell or transfer the Facility and this Agreement, or any part of this Agreement or the exhibits, without your consent. Such an assignment will not change our obligations or your rights and obligations under this Agreement. If requested by CDG Host, you agree to execute and deliver to any transferee, assignee or financing partner of CDG Host an acknowledgment and confirmation of your obligations under this agreement as may be reasonably requested by CDG Host.
- (c) Moving or Selling Home. If You move or sell your property located at the Service Address and you do not move to or have another Service Address within the same Utility service area, then you must provide written notice of termination as required in Section 5(a) of this Agreement.
- **14. Notices.** All notices and other communications to a party under this Agreement must be in writing, delivered to the mailing address for such party stated above, and will be deemed delivered upon the earlier

of: (a) three (3) business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, (b) the following business day after being delivered by a commercial overnight courier service, (c) if sent via regular mail, on the date of actual delivery, or (d) if sent by electronic transmission, upon actual receipt.

- **15. Communications**. Subscriber consents to the Provider and any person or entity acting on the Provider's behalf ("Service Provider") to communicate with the Subscriber, in connection with the Project, this Agreement, or any related matter, using any telephone number, email address, or other contact information that may be provided now or in the future. The Provider and any person or entity acting on the Provider's behalf may communicate with the Subscriber using any current and future means of communication, whether to a wireless or landline number, including but not limited to, automated telephone dialing equipment, as defined by law, the FTC, or the FCC, artificial or prerecorded voice messages, SMS or text messages, telephone or email. Provider may use such means of communication even if Subscriber will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means
- **16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, and all other communications between the parties. Except as otherwise provided herein, this Agreement shall not be amended, assigned or terminated except by an instrument in writing signed by each party
- **17. Severability.** If any term or provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
- **18.** Your Rights Under the New York Home Energy Fair Practices Act (HEFPA). You are hereby notified that as a residential Subscriber you may have certain rights under the New York Home Energy Fair Practices Act (HEFPA), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about Subscriber's HEFPA protections are available online at <a href="http://www.dps.ny.gov">http://www.dps.ny.gov</a>. An annual notification of Subscriber's rights under HEFPA will also be provided to Subscriber directly by the Utility.
- 19. Your Rights Under the Uniform Business Practices for Distributed Energy Resource Suppliers in the LIPA Service Territory (UBP-DERS-LIPA). Subscriber is entitled to protections pursuant to the Uniform Business Practices for Distributed Energy Resource Suppliers in the LIPA Service Territory (UBP-DERS-LIPA), including, but not limited to, the right to cancel this Agreement without penalty within three (3) business days of the original effective date without charge or penalty; the right to information regarding Subscriber's mechanisms for handling billing questions, disputes, and complaints; and contact information for the New York State Department of Public Service in the event of a dispute or complaint with CDG Host. Contact information for the New York State Department of Public Service is as follows:

DPS Long Island Office 125 East Bethpage Road Plainview, NY 11803

Ph.: 1-800-342-3377

Hours of operation of the NY DPS as of the Effective Date: 8:30 a.m. - 4:00 p.m. M-F.

YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS OF THE EFFECTIVE DATE WITHOUT PENALTY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

1.	CDG HOST:
Ву:	
2.	CDG SUBSCRIBER(S):
Ву:	
Name:	
Title:	
Date:	

#### **Recurring Payment Authorization Form**

#### A. Important Instructions

- 1. This form is required to authorize the Bluebird Community Solar, LLC and/or its Affiliates, successors and/or assigns (hereinafter referred to as the "Company") to:
  - Automatically debit your checking/savings account or credit card for payment of recurring monthly Bill Credit Payments.
  - · Change the banking or financial institution information on an existing checking/savings account or credit card.
- 2. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of this form, and incorporated into this form. Contact your financial services representative with any questions.
- 3. Retain a copy of this form and keep it with the Agreement.

Checking/ Savings Account	:		<b>Credit Card</b>	
☐ Checking ☐ Savings		□ Visa	☐ Master(	Card
Name on Acct	-	☐ Amex	Discove	er
Bank Name		Cardholder Name		
Account Number	_			
Bank Routing #		_		
		Card Number		
Routing Number Account Number				
		_		
		CCV		
		Exp. Date		
Signature Section. By signing below, the accarge to the incorporated "Terms and Condition information provided above on this form.				
Signature of Account Holder	Date	Signature of Additional	Account Holder	Date
Customer Email Address:				

#### B. Terms and Condition

- By completing this form, you are authorizing the Company to debit the account provided on this form (which
  may be referred to as a Designated Payment Account) to pay recurring Monthly Payments and other amounts
  due under the Agreement.
- 2. The authorization provided by this form will remain in effect until the Company receives notification of its termination from the account holder. The account holder may terminate this authorization by calling or writing to the Company. The account holder acknowledges and agrees that the Agreement requires payment by ACH or credit card and that the failure to make payments due under that agreement as therein required may result in termination of the Agreement and in additional amounts to be due the Company, including without limitation payment for Bill Credits allocated to the Customer following the termination of the Agreement. Your termination of your authorization under this form does not modify your responsibilities under the Agreement.
- 3. Notification of changes to an existing Designated Payment Account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
- 4. Recurring Bill Credit Payments shall be drafted monthly, and the Company shall not be required to give notice of the amount or date due. Depending upon the timing of payments made by you, the Company may need to draft more than one month's Bill Credit Payment (including past due amounts) in order to bring the payments due to a current status.
- 5. If sufficient funds are not available on your scheduled draft date, the Company will attempt to draft again one to five days later. If sufficient funds are still not available:
  - For Monthly Payments which are due but not paid on time, the Company will attempt to draft both the
    missed payment and an additional \$25.00 late fee approximately 10 days after the Company learns of the
    nonpayment.
  - You agree to forego receiving notice of any adjustment from the recurring draft amount caused by missed or late payments.
- 6. No payments due the Company will be considered "paid" until the Company actually receives the funds in full.
- 7. The Company shall incur no liability as a result of a withdrawal being dishonored by your bank.
- 8. If you provide us with an **email address** on this form, we will attempt to send an email notice to that email on or before the tenth (10<sup>th</sup>) day of the month in which a payment is due, listing: the Calculated Bill Credit amount, the payment due under the Agreement, amount of the ACH draft, the anticipated draft date and your bank information.

For any questions or other matters regarding this form or the Company's processing of ACH withdrawals in connection herewith, please feel free to contact:

Bluebird Community Solar, LLC email: communitypowerli@powermarket.io

## PREQUALIFICATION APPLICATION

## Submission of this form for prequalification will not affect your credit score.

Company: ProjectEconomics, Inc. dba PowerMarket

APPLICANT INFORMATION							
First	Middle		Last		Suffix		
Street Address Line 1	Street Address Line 1						
Street Address Line 2 Date of Birth							
City		State		ZIP			

## PLEASE NOTE: This is not an application for credit!

Authorization is solely for prequalification only.

You understand that by providing a signature below, you certify that all the information provided in this application is true and correct, and you are confirming you have read and understand the Privacy Policy and all applicable disclosures, and you are providing written instructions to this company under the Fair Credit Reporting Act authorizing this company to obtain information from your personal credit profile or other information from Experian and/or TransUnion. You authorize this company to obtain such information solely to conduct a prequalification for credit.

Applicant Signature:	 Date:

Provider of this form makes no warranty, expressed or implied, as to content or fitness of this form. Consult your own legal counsel.

CBC-FORM/NO. CRDAP01 (Rev.01/16) ©





43 Werman Court Plainview, NY11803

Client Name Address City, State, Zip BALANCE DUE
Upon Receipt
\$135.00

Item Description	Quantity	Price Per	Total
Community Distributed Generation Credits	750	0.18	\$135.00
		TOTAL	\$135.00



HOW IT WORKS ABOUT US PRESS FAQS LOGIN SIGN UP

## Want Cheaper, Cleaner Power?

Join Community Power LI's distributed generation program to reduce your monthly electric bill by 10% and help Long Island shift to cleaner energy. No installation hassles, sign-up fees, or need to switch from your current utility.



SIGN UP



SAVE 10% every month on your PSEG-LI bill
Earn a credit balance representing real dollars

Community Power Long Island is a New York State initiative to bring cheaper, cleaner energy to Long Islanders. For information on this project, please visit the PSEG-LI-approved developers on Long Island at https://www.psegliny.com/saveenergyandmoney/greenenergy/communitysolar

- Simply visit www.communitypowerli.com/50gift8 and follow the steps to sign up.
- Save 10% on your electric bill every month and help Long Island shift to cheaper, cleaner energy.

NOTE: There is no interruption in service, no fees from us to switch, no new equipment to install, no service call, and no changes in electricity reliability.

#### WHAT'S INVOLVED IN JOINING COMMUNITY POWER LI'S FUEL CELL FARM?

It's simple. Just sign up at communitypowerli.com/50gift8 and you'll be part of the limited spots available to receive cheaper, cleaner energy from our fuel cell farm located in Melville, Long Island. Our fuel cell farm will generate electricity and supply it directly to the PSEG-LI-managed grid.

In anticipation of our July launch we're happy to report we have filled 60% of our available spots to Long Island residents. We're reaching out to you now so you don't miss out on this opportunity.

#### **BENEFITS OF JOINING COMMUNITY POWER LI:**

- 10% off your electric bill every month
- · Cleaner energy production
- No change in service: PSEG-LI still delivers, bills, and services your electricity. We simply tell PSEG-LI that you are part of our fuel cell farm program to promote cleaner energy on Long Island.
- With electricity rates rising, this is a savings program will help offset any increases.

10% ENERGY SAVINGS
Earn a credit balance on your PSEG-LI bill

Ready to learn more about this opportunity? Please get in touch with us.

Email: info@communitypowerli.com

**Phone:** 631.823.8452

Online: communitypowerli.com/50gift8

## Frequently Asked Questions About Joining Community Power LI

#### WHO IS COMMUNITY POWER LI?

Community Power LI is a division of Edgewise Energy. We are clean energy developers with over 40 years of experience bringing clean energy solutions to Long Island.

#### **HOW DOES THE FUEL CELL PROGRAM WORK?**

Rather than install a solar energy project on your property, we subscribe you to a piece of our fuel cell farm located in Melville, Long Island. We supply the energy produced to the PSEG-LI-managed grid and divide the balance among multiple participating customers, saving everyone money. Once you sign up and the fuel cell farm starts producing electricity, you'll begin saving money on your monthly energy bill in the form of credits representing real dollars.

#### IF I JOIN COMMUNITY POWER LI, WHO WILL SERVICE MY ELECTRICITY?

PSEG-LI will still maintain everything about your electricity including wires, bills, customer service, and outage issues.

#### WHAT WILL HAPPEN TO MY ELECTRICITY BILLS?

In short, you will have two (2) bills. When you subscribe to our fuel cell farm, Community Power Long Island will assign energy credits to your PSEG-LI bill every month, lowering your costs. Just like solar power, your portion of the energy generated from our community fuel cell facility will appear on your PSEG-LI bill as net energy credits with the excess generation banked on your account for future billing. Community Power LI will send you an additional bill for the credits allocated to your PSEG-LI bill. We will charge you 90% of the value of those credits, saving you 10% on your electricity costs.

#### WHAT HAPPENS IF THE POWER GOES OUT?

PSEG-LI will still service your electricity and remain your point of contact for power issues and other problems.

#### WHERE WILL THE CLEANER ENERGY COME FROM?

The community power fuel cell farm powering our program is located in Melville, New York. Our fuel cell projects generate highly reliable and resilient cleaner electric power for the Long Island electric grid. Fuel cells convert fuels — such as hydrogen, natural gas, and biogas — into electricity through an electrochemical process without combustion. Since no combustion is required, our projects provide substantial environmental benefits as compared to traditional power generation.

#### WHAT IF I WANT TO SWITCH BACK?

If you wish to cancel your subscription, just give us 60-days' notice so we can find someone else to take your spot. You will automatically switch back to your previous payment plan with PSEG-LI.

#### **CAN I ENROLL WITH COMMUNITY POWER LI IF I RENT MY HOME?**

Yes! This New York State program accommodates homeowners and renters unable to install solar panels on their homes.

#### WHY DO YOU NEED MY CREDIT CARD TO ENROLL ME IN THE PROGRAM?

Spots are limited and we need a credit card to secure your spot as a subscriber. There is no charge until you see the energy credits applied to your PSEG-LI bill. Our fully funded project requires no upfront fees for subscribers.

#### **MORE QUESTIONS?**

Contact us at info@communitypowerli.com or 631.823.8452



## List of contractors who market on behalf of Edgewise Energy for CDG

Did-it Marketing 2 Huntington Quadrangle Suite 1S08 Melville, NY 11747

PowerMarket 335 Madison Ave, 4th floor New York, NY 10017

## **New York State Public Service Commission**

## Office of Consumer Services Service Provider Contact Information

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

Date5/22/2025		
Company Name <u>F</u>	Agewise Energy 11C	
Service Type (Chec	ck all that apply): Gas Elec ESCO Cable TV	
	CLEC Toll Only Cother	
President Mailing Address	Sammy Chu HB Derman Ct	
Email Address Phone Number	Planniew, NY 11803 Schv@getedgewise, Com 516-595-2259 Fax Number 347-658-3157	
Vice President / D Mailing Address	Plainview, NY 11803	
Email Address Phone Number	dkartman@getedgewise.com 516-595-2259 Fax Number 347-658-3157	
Primary Regulatory Complaint Manager Dan Kartzman  Mailing Address  43 Werman Ct  Plainvicw, NY 11803		
Email Address Phone Number	Akartzman a getedge ~ ise, com 516-595-2259 Fax Number 347-658-3157	
Secondary Regulate Mailing Address	H3 Werman Ct Plainule, NY 11803	
Email Address Phone Number	schurget polge ~ ise, com 516-595-2259 Fax Number 347-658-3157	
	ally transmits consumer complaints to service providers. You must	
identify a fax numbe	er and/or an email address box that is shared by a group of people.	
(NOTE: WE WILL NO	OT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A	
SHARED EMAIL AD	DRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL	
DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should		
transmit our complaints: Email:		