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Via Electronic Delivery

October 18, 2021

Hon. Michelle L. Phillips, Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

RE: Case 21-E-0357 - Petition of High River Energy Center, LLC for Order Granting a Certificate of Public Convenience and Necessity and Establishing a Lightened Regulatory Regime.

Dear Secretary Phillips:

High River Energy Center, LLC (“High River”) hereby submits the following Supplement to the Petition for Order Granting Certificate of Public Convenience and Necessity and Establishing a Lightened Regulatory Regime (“CPCN Petition”) filed in the above-captioned case on June 25, 2021.¹

This Supplement provides:

1. Further information addressing potential market power questions;
2. Further information on the planned financing of the Project; and
3. Road Use Agreements and updated verifications in response to Department of Public Service Staff counsel’s Letter Regarding Petition Compliance filed on July 26, 2021.

¹ High River proposes to construct, own, and operate an approximately 90-megawatt (“MW”) solar electric generating facility in the Town of Florida, Montgomery County, New York (the “Project”). The Project was approved by the New York State Board on Electric Generation Siting and the Environment (“Siting Board”) under Article 10 of the PSL. See Case 17-F-0597, *High River Energy Center, LLC*, Order Granting Certificate of Environmental Compatibility and Public Need, With Conditions (Mar. 11, 2021) (“CECPN Order”).

Market Power

Pursuant to the Commission’s Vertical Market Power (“VMP”) Policy Statement, VMP “. . .occurs when an entity that has market power in one stage of the production process leverages that power to gain advantage in a different stage of the production process.”² The Commission provided two examples of situations in which vertical market power could be exercised: (1) where an affiliate generator is located in the same market as the T&D company and the T&D company is able to increase barriers to the entrance of competing generators by delaying or imposing unrealistic interconnection requirements for the purpose of raising prices in the region, thereby benefitting its generator affiliate; and (2) where an affiliate generator is on the high cost side of a transmission constraint and the T&D company has the ability to influence the constraint.

The Commission created a rebuttable presumption that “. . .ownership of generation by a T&D company affiliate would unacceptably exacerbate the potential for vertical market power.”³ To overcome the presumption, the company affiliate “. . .would have to demonstrate that vertical market power could not be exercised because the circumstances do not give the T&D company an opportunity to exercise market power, or because reasonable means exist to mitigate market power.”⁴ In the alternative, the Commission stated that the T&D company could “demonstrate that substantial ratepayer benefits, together with mitigation measures, warrant overcoming the presumption.”⁵

High River will not have the ability to exercise market power. Moreover, the Commission has held in that any opportunity for the exercise market power market power by High River’s indirect affiliate is limited and sufficiently mitigated.⁶ As set forth in the CPCN Petition, High River is a wholly-owned, indirect subsidiary of NextEra Energy Resources, LLC (“NEER”), which, through its portfolio of generating facilities, is the world’s largest generator of renewable energy from the wind and sun, and a world leader in battery storage. In New York, NEER, through various subsidiaries, owns, operates, and plans to operate approximately 1,300 MW of generation located throughout the State.⁷ These facilities comprise “. . .generation facilities that are currently operating or for which [NEER] has an executed contract with a third party totaling 656.8 MW in NYISO energy zones A, C, F, and K,” and “. . .proposed generation facilities totaling 651.5 MW located in NYISO energy zones A, B, C, E, F, and K.”⁸ Combined, all of the operating and proposed facilities represent only approximately three percent of the total installed generation capacity in New York.⁹ The Commission has repeatedly found that similar and higher market shares are inadequate to present a risk of horizontal market power in New

² VMP Policy Statement at 1.

³ *Id.* at 2.

⁴ *Id.*

⁵ *Id.*

⁶ Case 18-E-0765, *NextEra Energy Transmission New York, Inc.*, Order Granting Certificate of Public Convenience and Necessity (Feb. 11, 2021), at 31 (“Empire State CPCN Order”).

⁷ *Id.* at 3.

⁸ *Id.* at fn.5.

⁹ *Id.* at 10.

York.¹⁰ High River will have no control over transmission and/or distribution facilities in New York. Nor will High River have any retail customers. Thus, there is no potential harm to captive retail ratepayers.

Moreover, the ownership and operation of an approximately 20-mile 345 kilovolt electric transmission facility located in Erie County (“the Empire State Line”) by High River’s indirect affiliate, NextEra Energy Transmission New York, Inc. (“NEETNY”) does not raise any market power concerns.¹¹ In issuing a CPCN to NEETNY for the Empire State Line, the Commission held that operational control of the Empire State Line by the NYISO, combined with NYISO and FERC oversight, as well as the requirements established by the FERC Standards of Conduct and the NEETNY code of conduct “. . . are sufficient to mitigate NEETNY’s ability to exercise market power.”¹² All of the conditions imposed in that order remain operative. There has been no material change of fact that would disturb the Commission’s decision that vertical market power concerns have been mitigated sufficiently. High River will have no ability to control or influence the operations or maintenance of the transmission and or distribution facilities, and the FERC Standards of Conduct and NEETNY’s code of conduct will remain applicable. Furthermore, High River does not have ownership interests in any: (i) electric distribution facilities in New York; (ii) entities that are reliability coordinators or balancing area authorities in New York; (iii) gas transmission or distribution providers in New York; or (iv) entities that can exercise control over the provision of fuels used in generation in New York. Nor will High River have any role or responsibility for the operation and maintenance of transmission and distribution facilities. In addition, the Empire State Line is located in Zone, whereas High River is located in Zone F. Based on the foregoing, High River will not create or enhance horizontal or vertical market power in New York.

Project Financing

As described in the CPCN Petition, High River is a subsidiary of NextEra Energy, Inc. (“NextEra” NYSE ticker: NEE), which is a Fortune 200 leading clean energy company included in the S&P 100 index, with consolidated revenues of over \$18 billion, approximately 49,300 MW of generating capacity, and approximately 14,800 employees in 38 states and Canada. Through its parent, High River is well capitalized and has excellent access to capital on short notice. As of August 13, 2021, NextEra’s market cap was \$163 billion. NextEra’s cash-on-hand as of year-end 2020 was \$1.2 billion. Once the Project receives its final permits and approvals

¹⁰ See, e.g., Case 17-E-0308, *Canandaigua Power Partners, LLC, et. al.*, Declaratory Ruling on Transactions (Sept. 19, 2017), at 7 (holding that a 2.5 % market share did not pose a risk of the exercise of horizontal market power); Case 17-E-0583, *GenOn Energy, Inc., et. al.*, Declaratory Ruling on Transfer and Making Other Findings (Nov. 21, 2017), at 11 (holding that a 3.3 % market share did not pose a risk of the exercise of horizontal market power); Case 20-E-0240, *Ball Hill Wind Energy, LLC, et. al.*, Declaratory Ruling on Review of Transfer Transaction (Aug. 17, 2020), at 6 (holding that a 3.6 % market share did not pose a risk of the exercise of horizontal market power); Case 08-E-0410, *LS Power Development, LLC*, Declaratory Ruling on the Acquisition of Common Stock (May 27, 2008), at 8 (declaratory ruling finding that an 8.1% market share did not present an opportunity to exercise market power); see also Case 04-E-1364, *Sithe Energies, Inc., et al.*, Declaratory Ruling on Review of Stock Transfers (Jan. 14, 2005), at 6 (finding 7.1% of the total resource capability permissible), at 5–6; see also; Case 17-M-0735, *Sithe/Independence Power Producers, L.P., et al.*, Declaratory Ruling on Transfer and Making Other Findings (Feb. 27, 2018), at 9 (4.8% of the state’s total installed capacity was “below levels previously found insufficient to create market power”).

¹¹ Empire State CPCN Order at 4–5 (internal quotation omitted).

¹² *Id.* at 2.

and a notice to proceed determination has been made, the construction of the Project will be financed through a combination of balance sheet, construction loans, tax equity or other financing mechanisms.

Road Use Agreements

Attached hereto please find executed Road Use Agreements between High River and the Town of Florida, and Montgomery County. These agreements constitute all of the municipal consents required for the Project. Also attached are verifications from High River's secretary and president attesting that all of the required municipal consents have been received.

Please contact the undersigned should you have any questions.

Respectfully Submitted,

READ AND LANIADO, LLP
Attorneys for High River Energy
Center, LLC

By: /s/ Konstantin Podolny
Konstantin Podolny
kp@readlaniado.com
Sam M. Laniado
sml@readlaniado.com

ROAD USE AND CROSSING AGREEMENT

This **ROAD USE AND CROSSING AGREEMENT** (“**Agreement**”) is entered into this 28th day of September, 2021 by and between **MONTGOMERY COUNTY**, a municipal corporation in the State of New York, having a mailing address of County Highway Building, P.O. Box 1500, 6 Park Street, Fonda, NY 12068 Attn: Commissioner (“**Municipality**”), and **High River Energy Center LLC**, a Delaware limited liability company, with an address of 700 Universe Blvd, Juno Beach FL 33408 (“**High River**”). Municipality and High River are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, High River is developing a solar energy generating facility located in the Town of Florida, Montgomery County, New York commonly known as the High River Energy Center (the “**Project**”);

WHEREAS, High River and its contractors and subcontractors (collectively, “**Representatives**”) intend to develop, construct, own, operate, maintain and decommission the solar generating facilities and related appurtenances making up the High River pursuant to Public Service Law Article 10 and orders of the New York State Board on Electric Generation Siting and the Environment (collectively, “**Development Activities**”);

WHEREAS, in connection with the Development Activities, the Parties desire to address certain issues relating to the highways, roads, bridges, and other fee-owned land, rights-of-way or easements owned, operated, and/or maintained by the Municipality (collectively, the “**Roads**”) over which it will be necessary for High River and its Representatives to, among other things: (i) traverse with heavy machinery, including but not limited to, trucks, construction machinery and equipment and other related items; (ii) transport heavy equipment and materials which may be in excess of local design limits of certain Roads; (iii) transport locally sourced materials, such as concrete and gravel; (iv) make specific modifications and improvements (both temporary and permanent) to the Roads (including various improvements associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; to construct or improve with an entrance, driveway, or connection to certain Roads; and (v) place certain electrical and communication lines and cables for the Project adjacent to, under, over or across Roads for the purposes of carrying electrical current and data and information from High River to the point of interconnection substation and Operation and Maintenance facility (collectively “**Road Activities**”);

WHEREAS, High River will need to conduct certain construction, improvement and restoration activities and locate certain electrical and communication lines and cables within the Municipality and/or within the Municipality Right-Of-Way (“**ROW**”), some of which may involve construction, improvement and restoration activities in, on, under, over or across Roads;

WHEREAS, High River further acknowledges that the nature of heavy vehicular traffic during Development Activities may exceed the normal and anticipated use of public roadways and/or exceed the design criteria for said roadways within the Municipality’s limits, potentially causing distress to said Roads which may either be structural or functional and which in turn may increase overall maintenance, oversight, repair, and replacement costs to the Municipality; and

WHEREAS, the Municipality seeks assurances from High River that High River will pay and/or otherwise indemnify the Municipality for damage to the Roads arising from or related to Development Activities.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, High River and the Municipality, each intending to be legally bound, agree as follows:

1. High River Responsibilities.

a. High River shall be responsible for obtaining any other approvals or permits that are required by applicable law to use and cross the Roads and conduct other Development Activities not otherwise granted under this agreement. This Agreement provides permission to High River to conduct all contemplated activities in Municipality Roads or ROWs.

b. High River agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon the Roads and ROWs related to High River's Development Activities are disposed of in accordance with applicable law. High River shall have an industrial road broom onsite at all times and will use commercially reasonable efforts to monitor Designated Roads (as defined herein) to keep them free of waste and debris attributed to Development Activities.

c. Except under emergency circumstances, High River shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic except to the extent necessary on a temporary basis while work is actively being performed in the vicinity thereof. High River shall use flaggers when traffic is impacted in any manner.

d. High River shall require that its Representatives comply with the terms and conditions of this Agreement.

e. High River shall not permit any excavation made in or upon any Road to remain open or uncovered either day or night, without having or causing the same to be properly barricaded by day and night and, in addition thereto, shall place at such location flares, red lanterns or other warning devices, by night, so as to properly warn all persons of the danger of such hole or excavation, and any such actions must meet all NYSDOT and Municipality safety requirements where applicable. Municipality must be notified in advance when roadway is to be affected after work hours, weekends or holidays. Under no circumstances can any excavation take place on a roadway during a winter storm event.

f. In the event of a road closure, High River will notify Municipality with five (5) days' notice to set up and notify of detour route to emergency, school, postmaster, and local traffic.

2. Road Status and Permitted Routes.

a. Exhibit A attached hereto provides an overview map and describes the Roads and

ROWs that High River and its Representatives have the Municipality's consent to use during Development Activities (collectively, "**Designated Roads**"). In the event High River determines it is necessary for High River to use roads and highways of the Municipality not identified on Exhibit A, then High River or its representatives, shall notify the Municipality, describing in detail such use and the reasons therefore. High River shall provide the Municipality reasonable written notice of at least seven (7) business days that it anticipates the use of substitute roads. Substitute roads may only be used on consent of the Municipality and such consent shall not be unreasonably withheld, conditioned, or delayed. In the event that the Municipality does not respond within seven (7) business days of a request to use a substitute road, the Municipality shall be deemed to have agreed to such substitute road being used. The Parties agree that the restrictions in this Agreement pertaining to the Roads do not apply to usage by passenger vehicles and light duty trucks that are properly licensed for use on public roadways in the State of New York. Nothing in this subsection shall restrict the High River from either responding to lawful order of emergency management personnel during emergency situations or Municipality's guidance related to sudden road closures unrelated to Development Activities.

b. Exhibit B attached hereto provides an overview map and plan and profile views of the Roads and ROWs over which High River and its Representatives have the Municipality's consent upon application for and approval of highway work permit by the Commissioner of Highways for the Municipality, to place certain electrical and communication lines and cables for High River adjacent to, under, over or across Roads and within the Municipality or Municipality's Right-of-Way.

c. Exhibit C attached hereto provides an overview map and plan and profile views of the Designated Roads over which High River and its Representatives have the Municipality's consent to construct or improve with a gravel access road entrance or connection to certain Roads upon application for and approval of Highway Work Permit by the Commissioner of Highways for the Municipality, which will not be unreasonably withheld, delayed, or conditioned.

d. Prior to the commencement of Road Activities, High River will prepare a preconstruction status report for the Roads identified in Exhibit A. Such status report must be found acceptable by the Municipality in its reasonable discretion before High River begins Road Activities within the Municipality.

e. In the event operating, maintaining, or decommissioning of the Project requires the use by High River of oversized or overweight vehicles, prior to entry upon roads and highways with such vehicles, High River shall inspect the affected roads and highways pursuant to this Agreement and produce to the applicable Designee a Post-Construction Report (the "**Post-Construction Report**"). In the event of subsequent damage caused by operating, maintaining, or decommissioning of the Project the Parties agree that this Agreement, including all insurance and bonding requirements, would be reinstated for a term necessary to repair such damage, in which event High River's rights and obligations hereunder shall be restored for the period necessary to repair such damage, if any.

3. Road Damage.

a. High River shall be responsible for the cost of any necessary improvements or repairs of the Roads required as a result of damage caused by the Development Activities; provided, however, that High River shall not be responsible for the cost of any improvements or repairs (i) routinely performed on the Roads by the Municipality or (ii) to remedy damage caused by anyone other than High River or its successors, assigns, agents, subcontractors, subsidiary or any person or entity affiliated with or acting under the direction of High River, or resulting from weather or routine snow and ice removal.

b. At no expense to the Municipality, the Municipality shall notify High River of any improvements or repairs required as a result of damage caused by Development Activities. The Parties shall, within ten (10) days after High River's receipt thereof, meet to inspect the subject Roads, and agree in writing on all such necessary improvements or repair work and the schedule for the performance thereof. High River may either (i) perform such work with its own work forces, or with contractors or subcontractors chosen by High River upon approval of the Municipality, which will not be unreasonably withheld, conditioned, or delayed, or (ii) authorize the Municipality to perform such work and reimburse the Municipality for the cost thereof. If High River elects to authorize the Municipality to perform such work, then the Municipality shall provide High River with a cost estimate therefor, and no work shall be commenced at High River's expense until High River has provided the Municipality with written approval thereof, which approval shall not be unreasonably withheld, conditioned, or delayed. The Municipality shall, upon completion of said work, provide High River with an invoice detailing the costs incurred in the performance of such work.

c. Notwithstanding the foregoing, if any damage occurs to Roads during Development Activities and such damage is, in the reasonable opinion of the Municipality, an immediate danger to the public using said Road, then the Municipality shall undertake immediate emergency repairs to said Road and High River shall be responsible for reimbursing the reasonable and documented cost of such repairs following receipt of an invoice from the Municipality and High River waives any right to dispute these immediate emergency repairs.

d. High River shall pay all undisputed invoiced amounts within forty-five (45) days from receipt of the invoice. If High River disputes any amounts set forth on an invoice, or if High River disputes that [REDACTED] caused the damage it is being invoiced for, it shall provide a written statement as to its basis [REDACTED] contesting the disputed amount(s) and/or alleged damage within thirty (30) days after receipt of the invoice. In the event of a dispute, then both Parties shall abide by the procedure set forth herein for dispute resolution in Section 6 below.

4. Insurance and Bond.

During the construction of Project and the earlier of (i) a period of one year after the completion thereof or (ii) mutual agreement that construction activity has ended, which will not be unreasonably withheld, delayed, or conditioned, High River shall maintain commercial general liability insurance with a minimum limit of \$5,000,000 per occurrence and in the aggregate annually (which limit may be achieved using a combination of a commercial general liability policy and an excess or umbrella liability policy). During such time period, High River shall cause the Municipality to be an additional insured under any such policy, with a waiver of subrogation,

and shall deliver a certificate of insurance demonstrating such coverage upon request. For the period commencing on the date that High River starts oversized road use or use of the right of ways, and expiring 12 months after completion of the Project, High River shall maintain a payment and performance bond in an amount equal to [REDACTED] naming Municipality as a beneficiary of such bond to insure (i) the repair, maintenance and improvement obligations as set forth in this Agreement, (ii) the payment of any lien that attaches to the Roads for labor or services to the Project and (iii) any other payment or penalty payment required of High River to the Municipality. Proof of the bond will be provided to Municipality prior to High River's use of the Roads. If the date that is 12 months after completion of the Project does not occur prior to November 30, 2024, then High River shall obtain a bond continuation certificate for any remaining time period necessary to meet the requirement.

5. Indemnification; Liability.

High River hereby agrees to indemnify and hold harmless the Municipality and its affiliates, representatives, administrators, agents, employees, directors, officers, successors and assigns from and against any and all claims, suits, actions, damages, and costs of every name and description to the extent arising out of or resulting from the negligence or willful misconduct of High River, except to the extent any said claim, suit, action, damage, or liability is attributable to the negligence or willful misconduct of the Municipality. .

6. Dispute Resolution.

a. In the event of a dispute regarding the allocation of responsibility for any debris, garbage, or waste removal or disposal from the Roads, any improvement, repair or restoration of the Roads, or the schedule or cost thereof ("**Dispute**"), the Parties may elect (but shall not be required) to submit to non-binding mediation with a neutral mediator approved by all parties to the Dispute during which each party will have their authorized representatives attempt to negotiate a resolution of the Dispute for a period of thirty (30) days. Unless otherwise agreed to by the Parties, mediation proceedings shall be conducted in Montgomery County, New York. High River and the Municipality shall initially equally split the costs and expenses of the mediator and mediation venue.

b. If the Parties do not mutually agree to mediation, or if the Dispute is not resolved by mediation or mutual agreement, the Dispute shall be resolved in the United States District Court for the Northern District of New York or in any court of competent jurisdiction located in Montgomery County, New York.

7. Term and Termination. The term of this Agreement shall commence on the date of mutual execution and continue until the date that is sixty (60) days after the date on which the Project facilities are decommissioned and the decommissioning has been approved by the New York Board on Electric Generation Siting and the Environment or the Town of Florida. Notwithstanding the foregoing, upon the occurrence and continuation of a default by either Party under this Agreement, this Agreement may be terminated by the non-defaulting Party upon thirty (30) days' prior written notice following the defaulting Party's failure to initiate, within thirty (30) days after receiving written notice from the non-defaulting Party, reasonable steps to cure any default under

this Agreement. It will be a default of this Agreement if High River fails to keep the roadways clear after receiving notice and an opportunity to cure as set forth in this paragraph. Such default may result in the rescinding of any permits issued in connection with this Agreement.

8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles.

9. Notice. Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to each Party by personal delivery, nationally-recognized overnight courier, or certified mail, return receipt requested, which shall be addressed to each Party's respective address set forth in the recitals hereof, or to such other address as said Party shall designate by notice given to the other Party hereto in accordance herewith, and shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next business day after the date when sent, and (c) in the case of mailing, on the fifth (5th) business day following the date of the postmark on the piece of mail containing such communication.

To Montgomery County:

Montgomery County
County Highway Building
P.O. Box 1500
6 Park Street
Fonda, NY 12068
Attn: Commissioner

With a copy to:

Meghan M. Manion, Esq.
County Attorney
Montgomery County
County Annex Building
P.O. Box 1500
Fonda, NY 12068
Phone: (518) 853-4304

To High River:

High River Energy Center, LLC
700 Universe Blvd
Juno Beach FL 33408
Attn: Land Services Administration
Phone: (855) 552-9872

10. Binding Effect. This Agreement, and the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

11. Entire Agreement. This Agreement sets forth the entire understanding between the Parties concerning the subject matter of this Agreement. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of either Party (or any officer, director, employee, or agent of either Party)

to induce the other Party to enter into this Agreement or to abide by or consummate any transactions contemplated hereby, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon either Party unless in writing and signed by the Party to be charged.

12. Severability. If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision, or such portion of a provision, deemed null and void shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

13. Further Assurances. Each Party hereby agrees to execute such further instruments or agreements and take such further actions as may be reasonably requested by the other Party at any time after the execution hereof to give effect to this Agreement and the transactions contemplated hereby, including, without limitation, the Development Activities.

14. Counterpart Signatures. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

15. Authority of Parties. The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such Parties for the purpose of duly binding such Parties to this Agreement.

16. Assignment. High River will not have the right to assign the Agreement without the prior consent of Municipality which will not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

MONTGOMERY COUNTY

By: _____

Name: _____


Title: _____

HIGH RIVER ENERGY CENTER, LLC
a Delaware limited liability company

By:  _____
Anthony Pedroni
Vice President

IN WITNESS WHEREOF, the Parties have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

MONTGOMERY COUNTY

By: 
Name: Matthew Osserfort
Title: County Executive

HIGH RIVER ENERGY CENTER, LLC
a Delaware limited liability company

By: _____
Anthony Pedroni
Vice President

EXHIBIT A

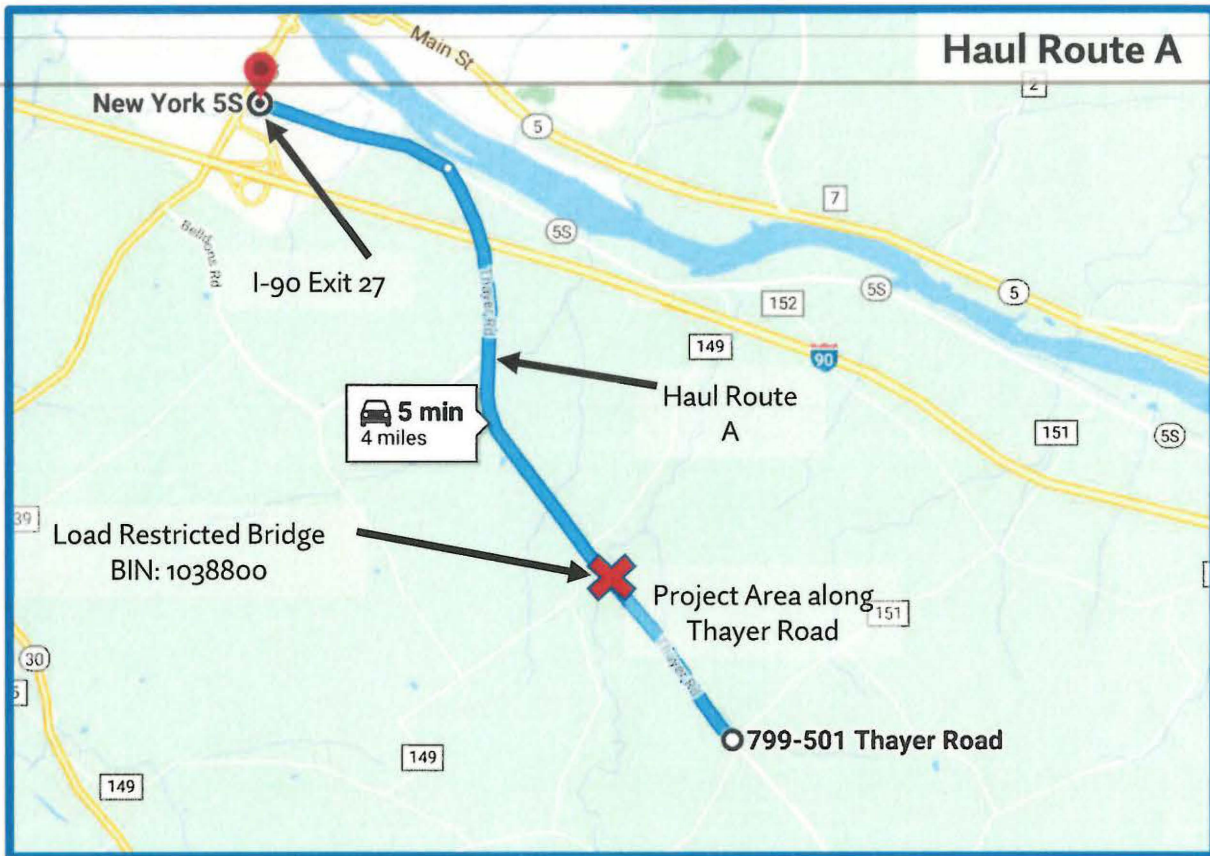
DESIGNATED ROADS

[Must be Agreed to Prior to Road Activities]

Haul Route Directions and Figures – High River Energy Center

Haul Route A*	
To	Project Area Along Thayer Road between Langley Rd (CR 149) and Bulls Head Rd (CR 151)
From	I-90 Exit 27
Directions	1. Use exit 27 on I-90 EB/WB 2. Turn right onto NY-30 (Minaville Road) 3. Take exit toward NY-5S 4. Turn right onto NY-5S 5. Turn slight right onto Thayer Road 6. Arrive at Project Area on the right-hand side

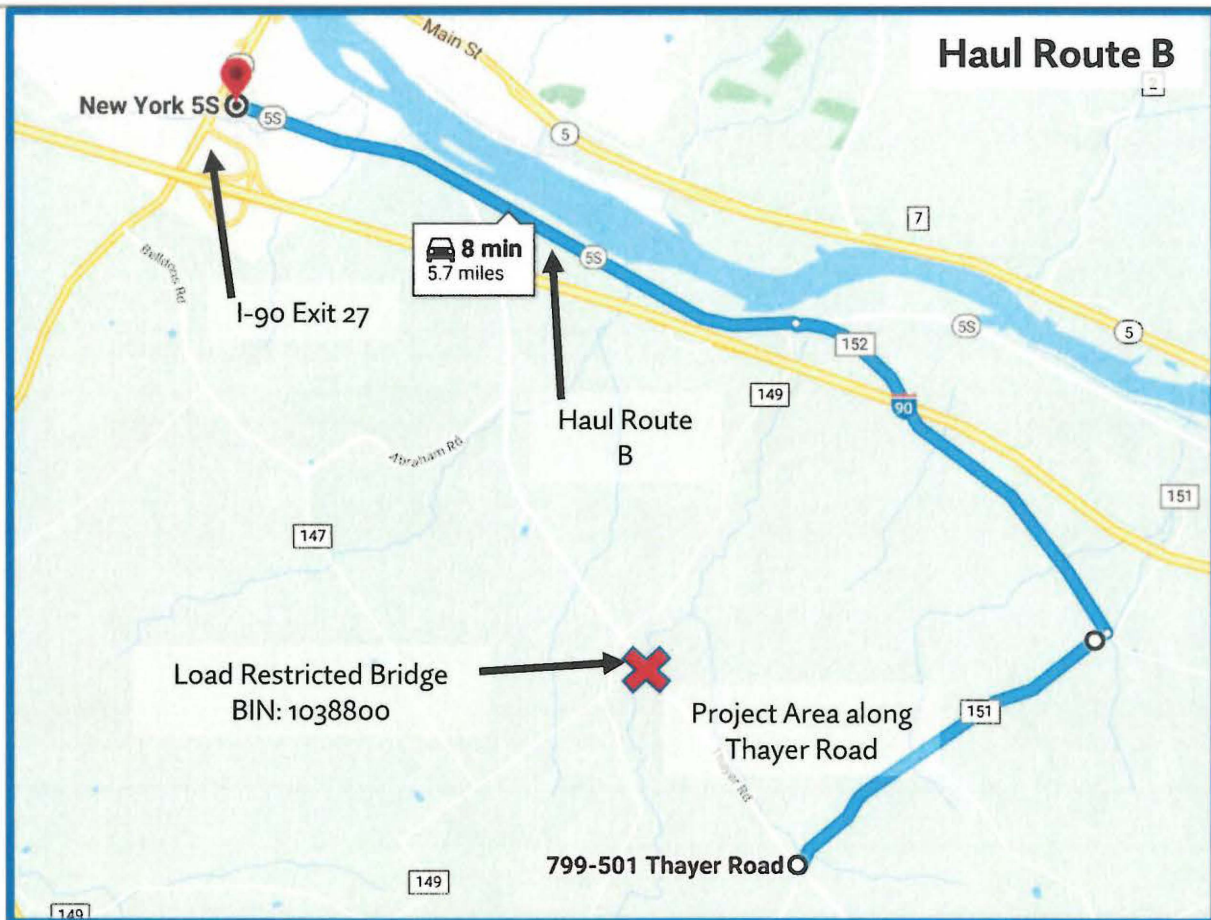
*Haul Route A will not be used for oversize and overweight vehicles due to the load restricted bridge.



Haul Route Directions and Figures – High River Energy Center

Haul Route B

- To *Project Area Alternate Route to Thayer Road to avoid load restricted bridge.*
- From I-90 Exit 27
- Directions
1. Use exit 27 on I-90 EB/WB
 2. Turn right onto NY-30 (Minaville Road)
 3. Take exit toward NY-5S
 4. Turn right onto NY-5S
 5. Turn right onto CR 152 (Pattersonville Road)
 6. Turn right onto CR 151 (Bulls Head Road)
 7. Turn right onto Thayer Road
 8. Arrive at Project Area on the left-hand side



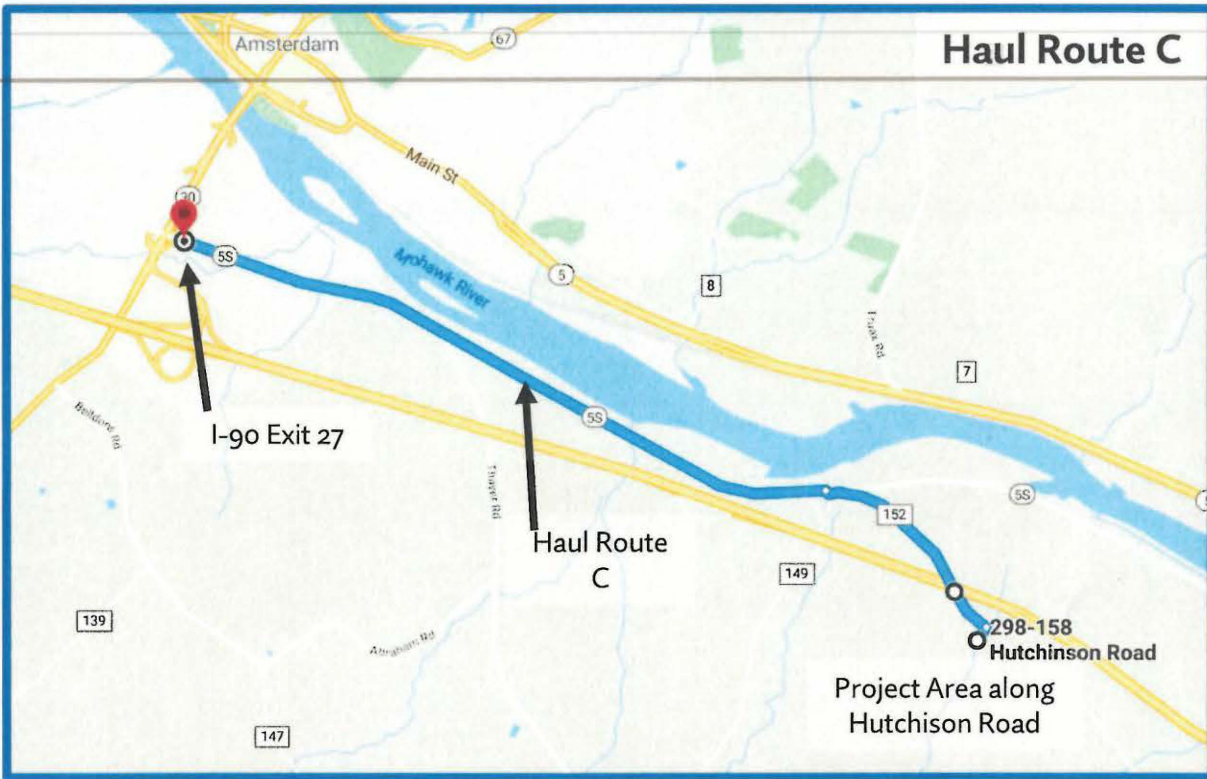
Haul Route Directions and Figures – High River Energy Center

Haul Route C

To *Project Area along Hutchison Road*

From I-90 Exit 27

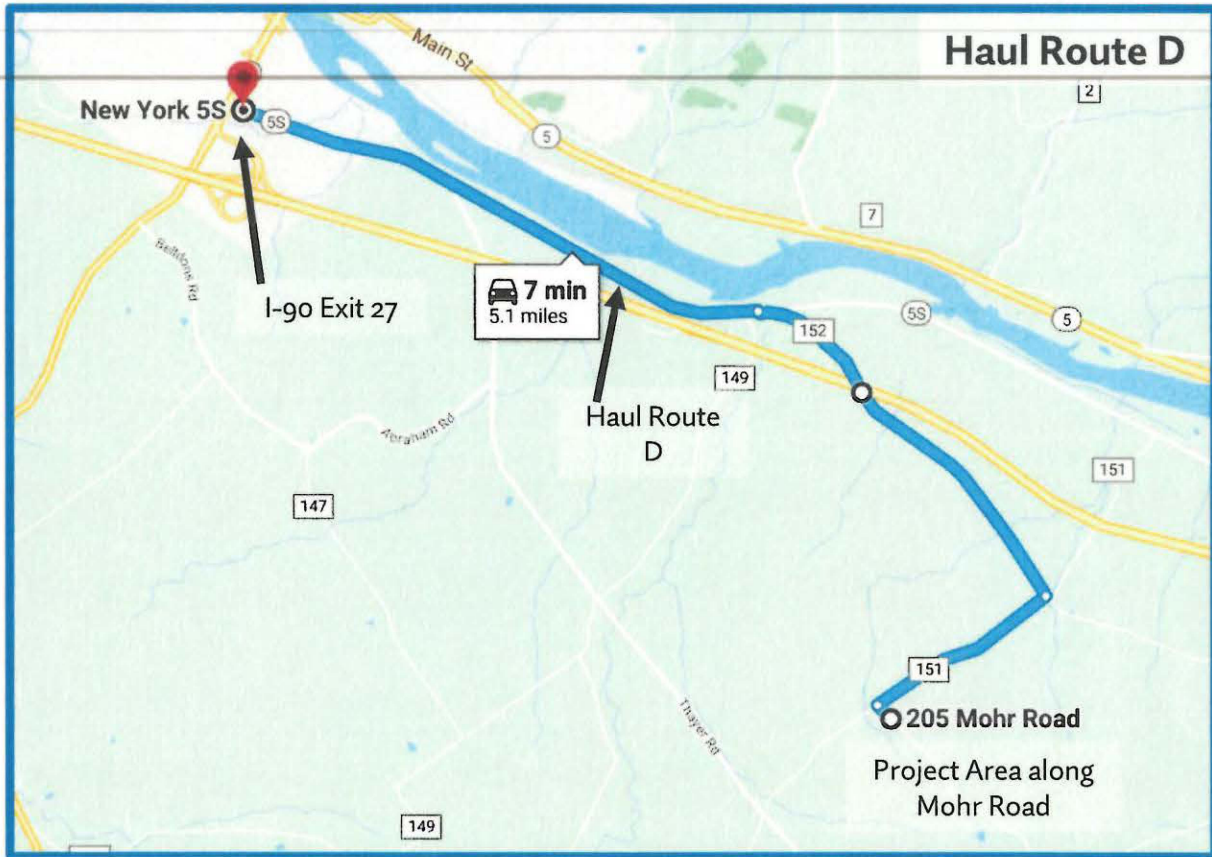
- Directions
1. Use exit 27 on I-90 EB/WB
 2. Turn right onto NY-30 (Minaville Road)
 3. Take exit toward NY-5S
 4. Turn right onto NY-5S
 5. Turn right onto CR 152 (Pattersonville Road)
 6. Turn right onto Hutchison Road
 7. Arrive at Project Area



Haul Route Directions and Figures – High River Energy Center

Haul Route D

- To *Project Area along Mohr Road*
From I-90 Exit 27
Directions
1. Use exit 27 on I-90 EB/WB
 2. Turn right onto NY-30 (Minaville Road)
 3. Take exit toward NY-5S
 4. Turn right onto NY-5S
 5. Turn right onto CR 152 (Pattersonville Road)
 6. Turn right onto CR 151 (Bulls Head Road)
 7. Turn left onto Mohr Road
 8. Arrive at Project Area



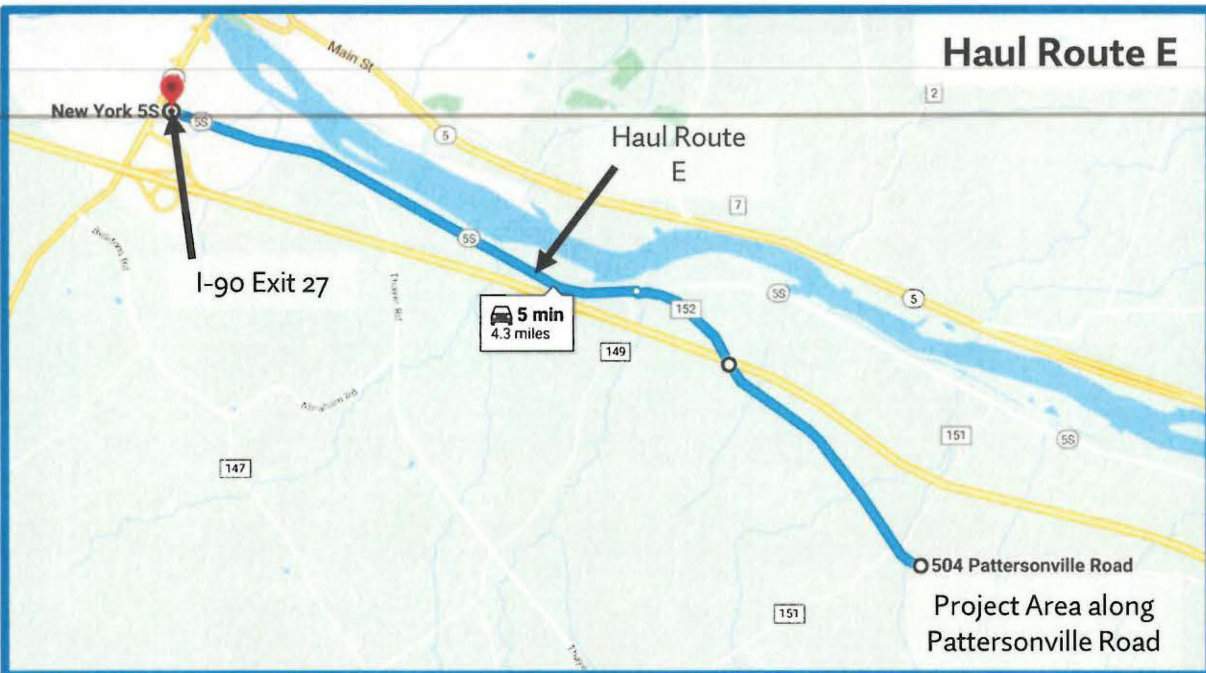
Haul Route Directions and Figures – High River Energy Center

Haul Route E

To Project Area along Pattersonville Road

From I-90 Exit 27

- Directions
1. Use exit 27 on I-90 EB/WB
 2. Turn right onto NY-30 (Minaville Road)
 3. Take exit toward NY-5S
 4. Turn right onto NY-5S
 5. Turn right onto CR 152 (Pattersonville Road), continue to east of Bulls Head Road
 6. Arrive at Project Area along Pattersonville Road



Haul Route Directions and Figures – High River Energy Center

Haul Route F

To *Project Area Along Pattersonville Road*

From I-90 Exit 27

- Directions
1. Use exit 27 on I-90 EB/WB
 2. Turn right onto NY-30 (Minaville Road)
 3. Take exit toward NY-5S
 4. Turn right onto NY-5S
 5. Turn right onto CR 152 (Pattersonville Road)
 6. Arrive at Project Area along Pattersonville Road

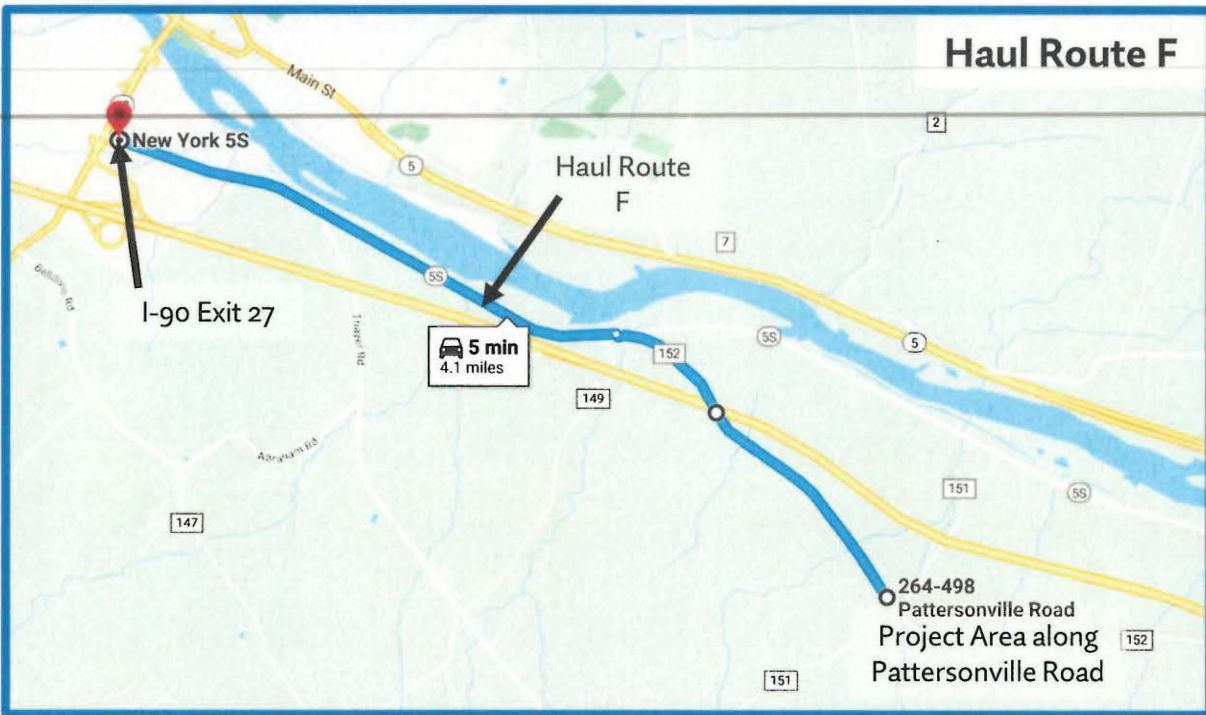


EXHIBIT B

ELECTRICAL AND COMMUNICATION LINE AND CABLE ROAD CROSSINGS

The following is a list, map, and plan and profile views of the Designated Roads and ROWs over which High River and its Representatives will place certain electrical and communication lines and cables for the Project adjacent to, under, over or across Designated Roads and within the Municipality or Municipality's Right-of-Way:

Collection Route Pathways

Collection Route Road	Jurisdiction	Linear Feet	Route Number on Map
Thayer Road (CR 160)	County	2,360	CR-1
Pattersonville Road (CR 152)	County	1,830	CR-2
Pattersonville Road (CR 152)	County	920	CR-3
Pattersonville Road (CR 152)	County	830	CR-4

Crossing Locations

Road Crossing Road	Jurisdiction	Crossing Number on Map
Beyer Road	Town	1
Thayer Road (CR 160)	County	2
Mohr Road	Town	3
Pattersonville Road (CR152)	County	4
Pattersonville Road (CR152)	County	5
Bulls Head Road	County	6
Persons Road	Town	7


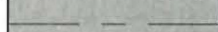
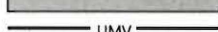
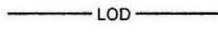
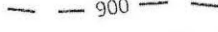
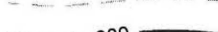
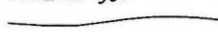



EXHIBIT C

ROAD ENTRANCE/DRIVEWAYS

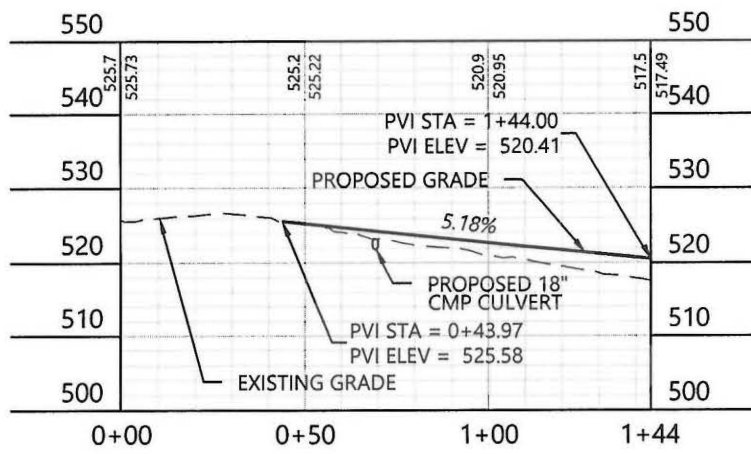
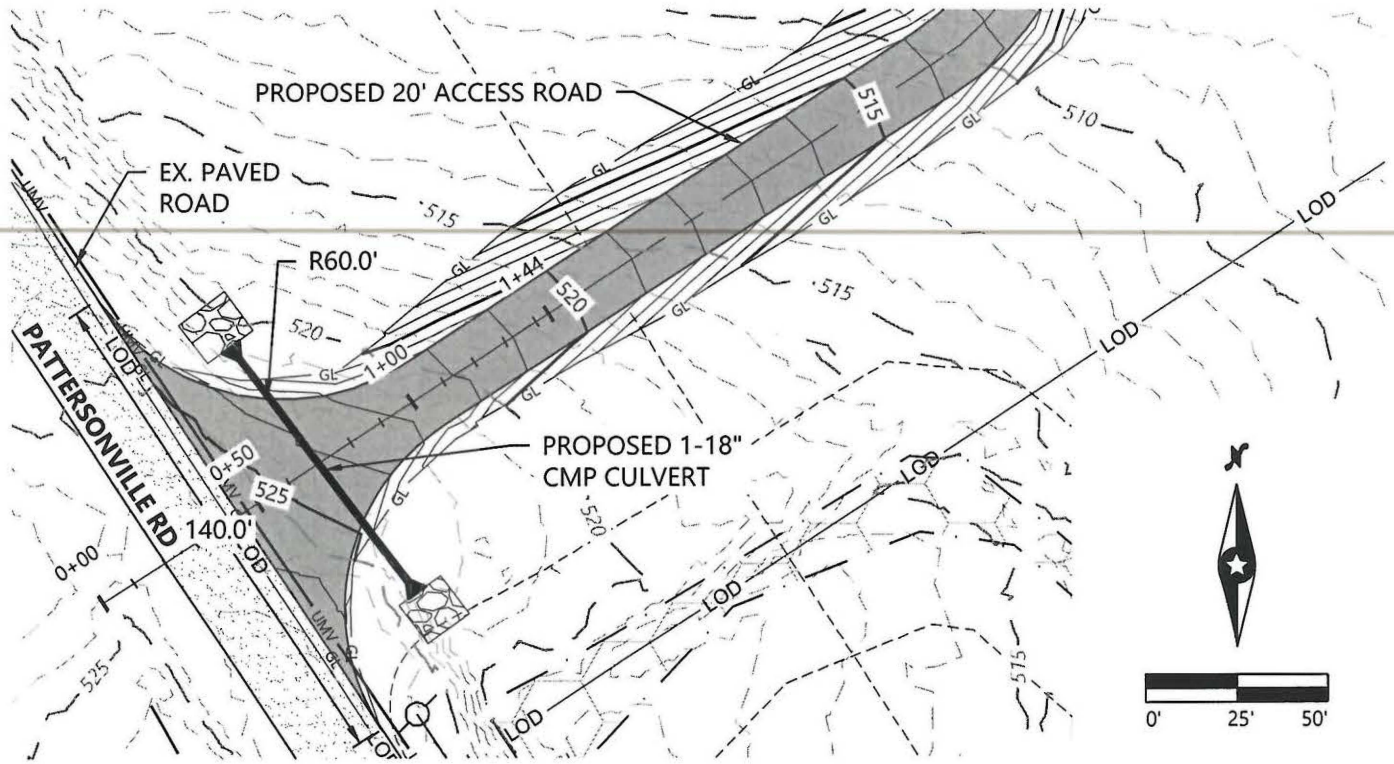
The following is a list, map, and plan and profile views of the Municipality's Roads and ROWs that Mohawk and its Representatives will construct or improve with a gravel access road entrance/driveway or connection to a Road:

LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  PROPOSED UNDERGROUND COLLECTOR
-  LIMITS OF DISTURBANCE
-  EX. INDEX CONTOUR
-  EX. INTERVAL CONTOUR
-  PROPOSED INDEX CONTOUR
-  PROPOSED INTERVAL CONTOUR

**PATTERSONVILLE ROAD
COUNTY ROAD CROSSING**

CROSSING NO.	LAT	LONG
1	N42°54'04.15"	W74°07'58.07"



PATTERSONVILLE ROAD INTERSECTION - 1

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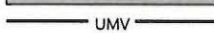

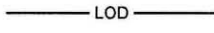
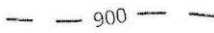


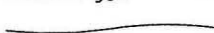
**High River
Road Exhibits**
 Montgomery County, New York

Road Exhibit - 1

DATE: 09/08/2021 SHEET: C.101

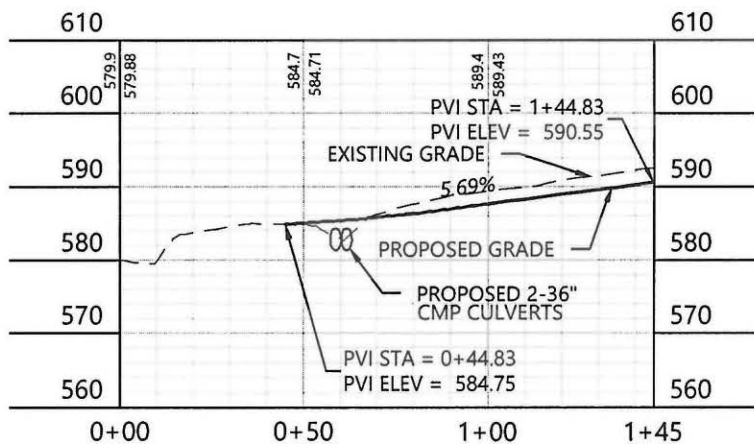
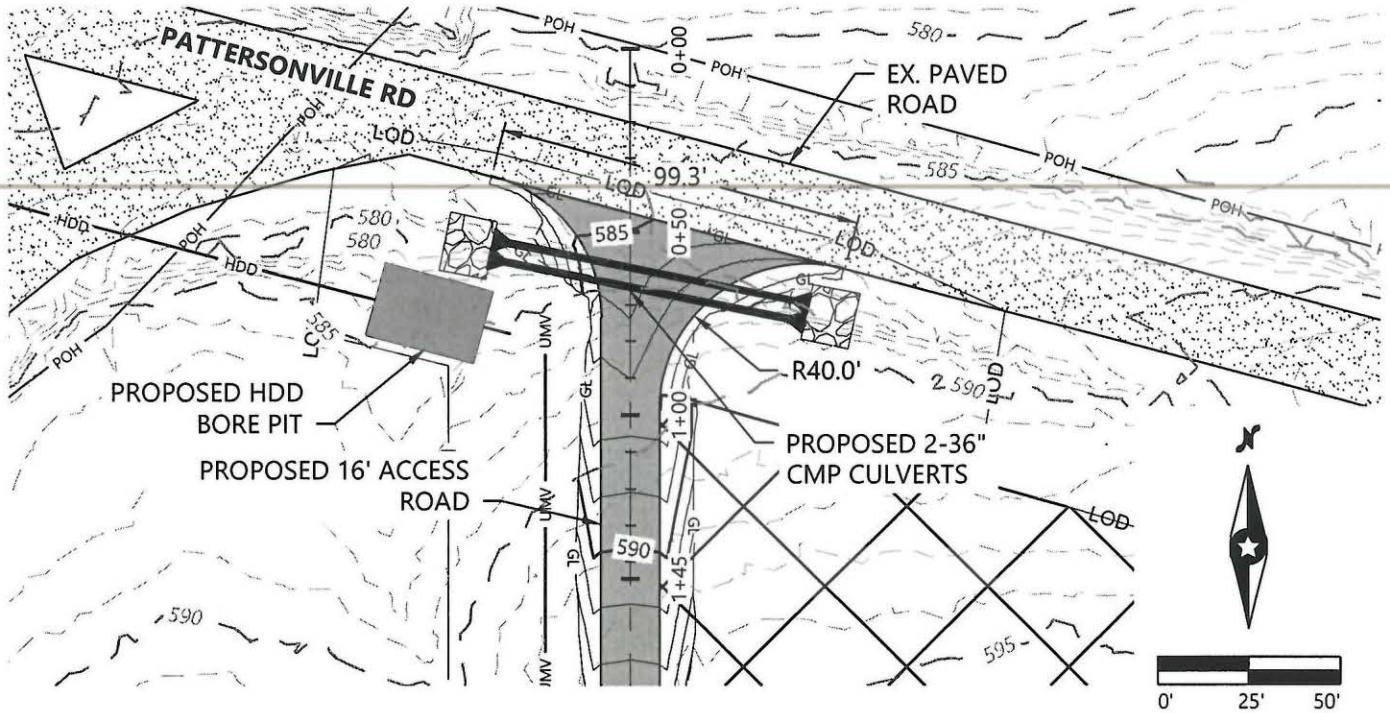
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LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  UMV PROPOSED UNDERGROUND COLLECTOR
-  HDD PROPOSED HORIZONTAL DIRECTIONAL DRILLING
-  LOD LIMITS OF DISTURBANCE
-  900 EX. INDEX CONTOUR
-  EX. INTERVAL CONTOUR
-  900 PROPOSED INDEX CONTOUR
-  PROPOSED INTERVAL CONTOUR

PATTERSONVILLE ROAD COUNTY ROAD CROSSING

CROSSING NO.	LAT	LONG
2	N42°53'46.42"	W74°07'31.96"



PATTERSONVILLE ROAD INTERSECTION - 2

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High River Road Exhibits


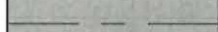
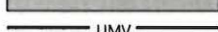
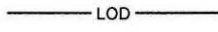
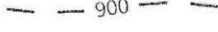
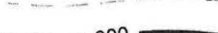


Montgomery County, New York

Road Exhibit - 2

DATE: 09/08/2021

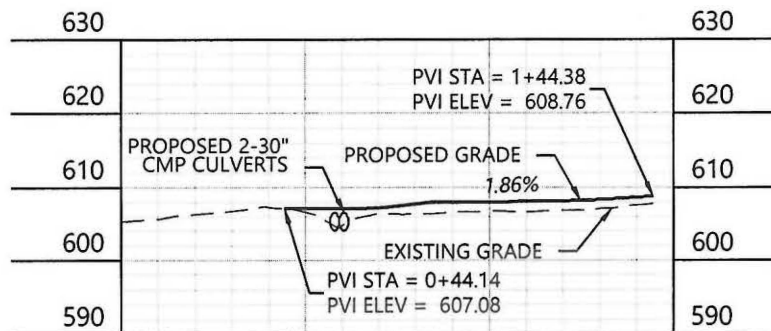
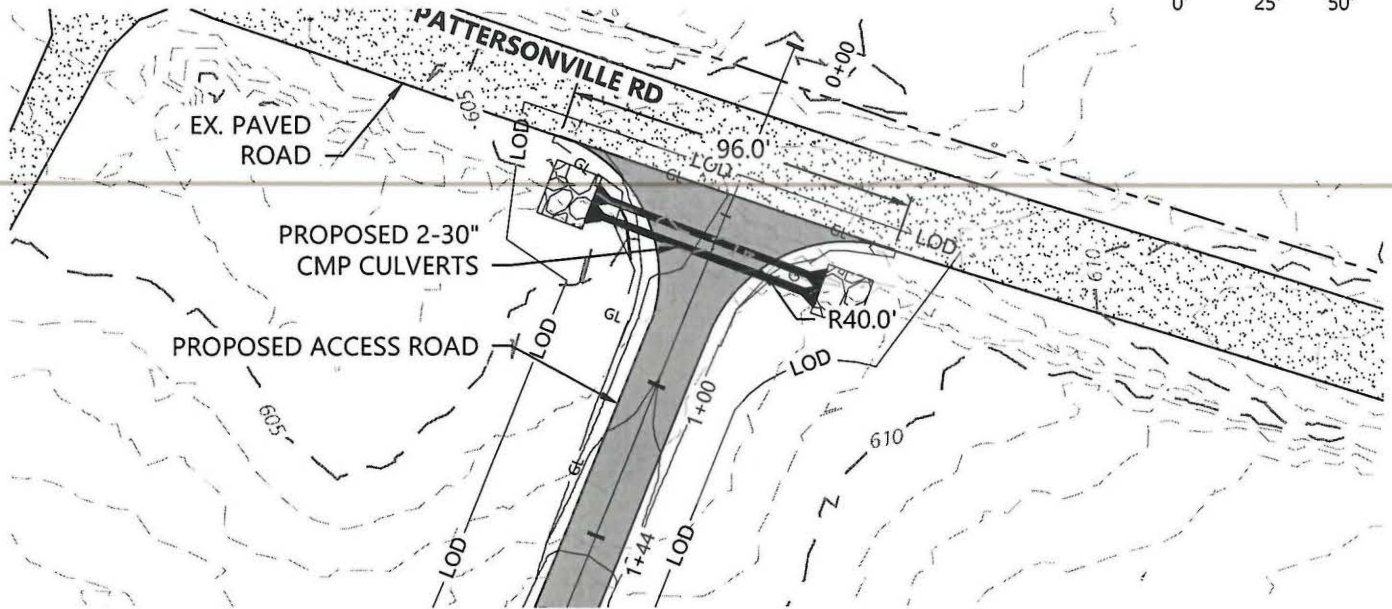
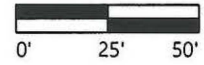
SHEET: C.102

LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  UMW PROPOSED UNDERGROUND COLLECTOR
-  LOD LIMITS OF DISTURBANCE
-  900 EX. INDEX CONTOUR
-  EX. INTERVAL CONTOUR
-  900 PROPOSED INDEX CONTOUR
-  PROPOSED INTERVAL CONTOUR

**PATTERSONVILLE ROAD
COUNTY ROAD CROSSING**

CROSSING NO.	LAT	LONG
3	N42°53'41.84"	W74°07'10.92"



PATTERSONVILLE ROAD INTERSECTION - 3

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**High River
Road Exhibits**




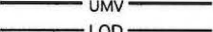
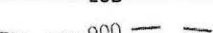

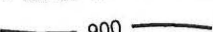
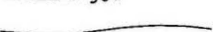
Montgomery County, New York

Road Exhibit - 3

DATE: 09/08/2021

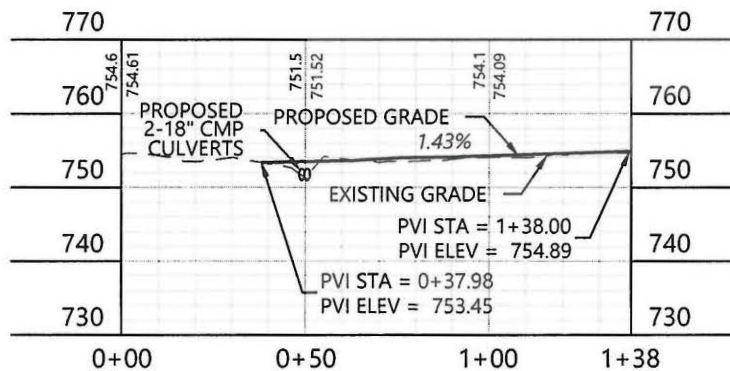
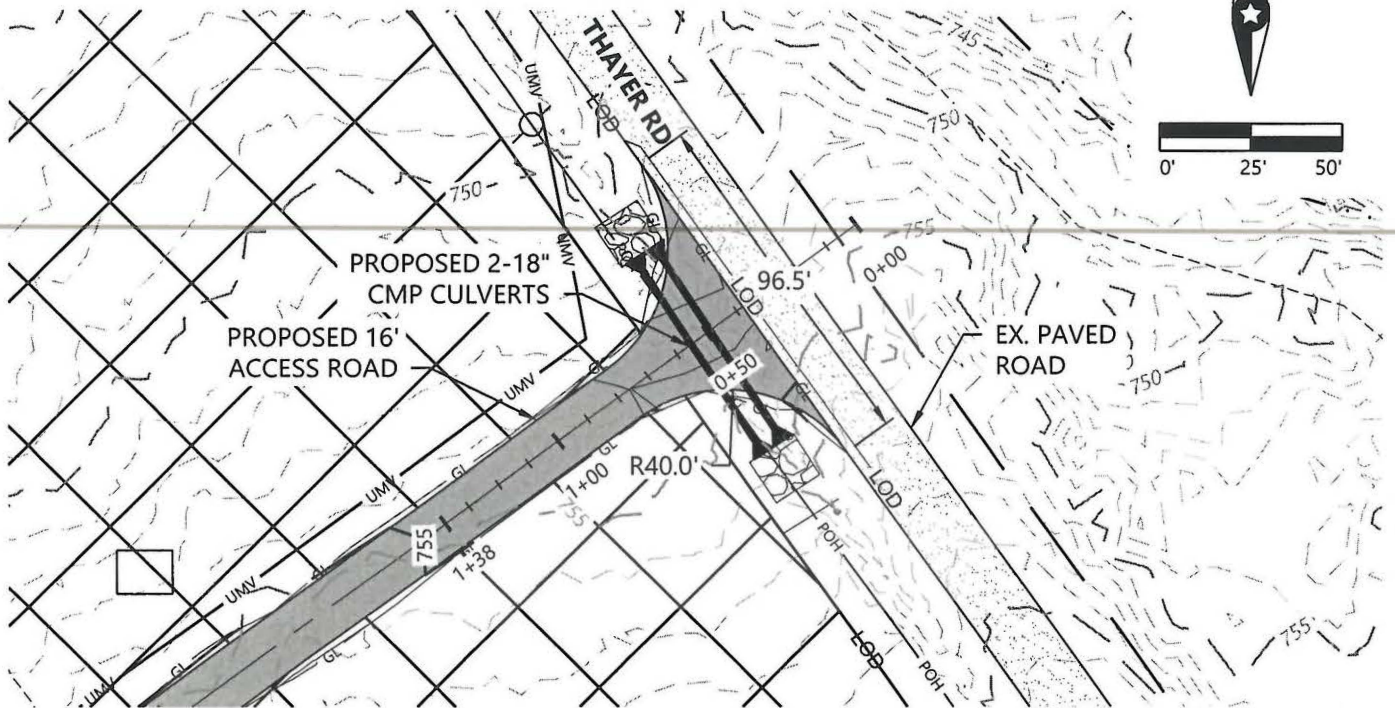
SHEET: C.103

LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  UMV — PROPOSED UNDERGROUND COLLECTOR
-  LOD — LIMITS OF DISTURBANCE
-  900 — EX. INDEX CONTOUR
-  — EX. INTERVAL CONTOUR
-  900 — PROPOSED INDEX CONTOUR
-  — PROPOSED INTERVAL CONTOUR

**THAYER ROAD
COUNTY ROAD CROSSING**

CROSSING NO.	LAT	LONG
4	N42°53'20.27"	W74°09'28.74"



THAYER ROAD INTERSECTION - 4

N:\0025415.00\dwg\ThayerRoadCrossing Exhibit\0025415_CROSSING-ROAD.dwg

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**High River
Road Exhibits**


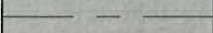

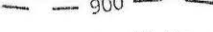
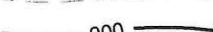


Montgomery County, New York

Road Exhibit - 4

DATE: 09/08/2021

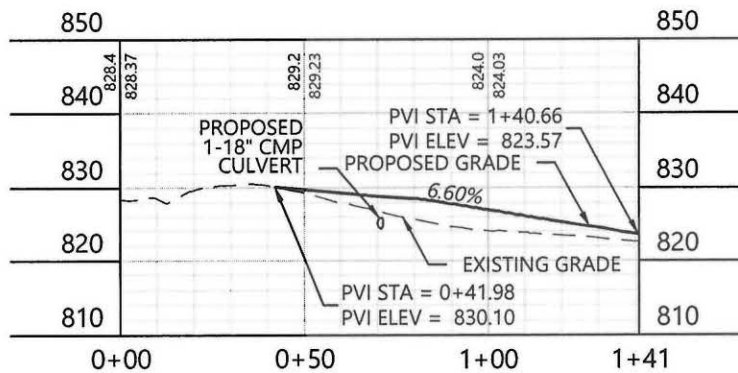
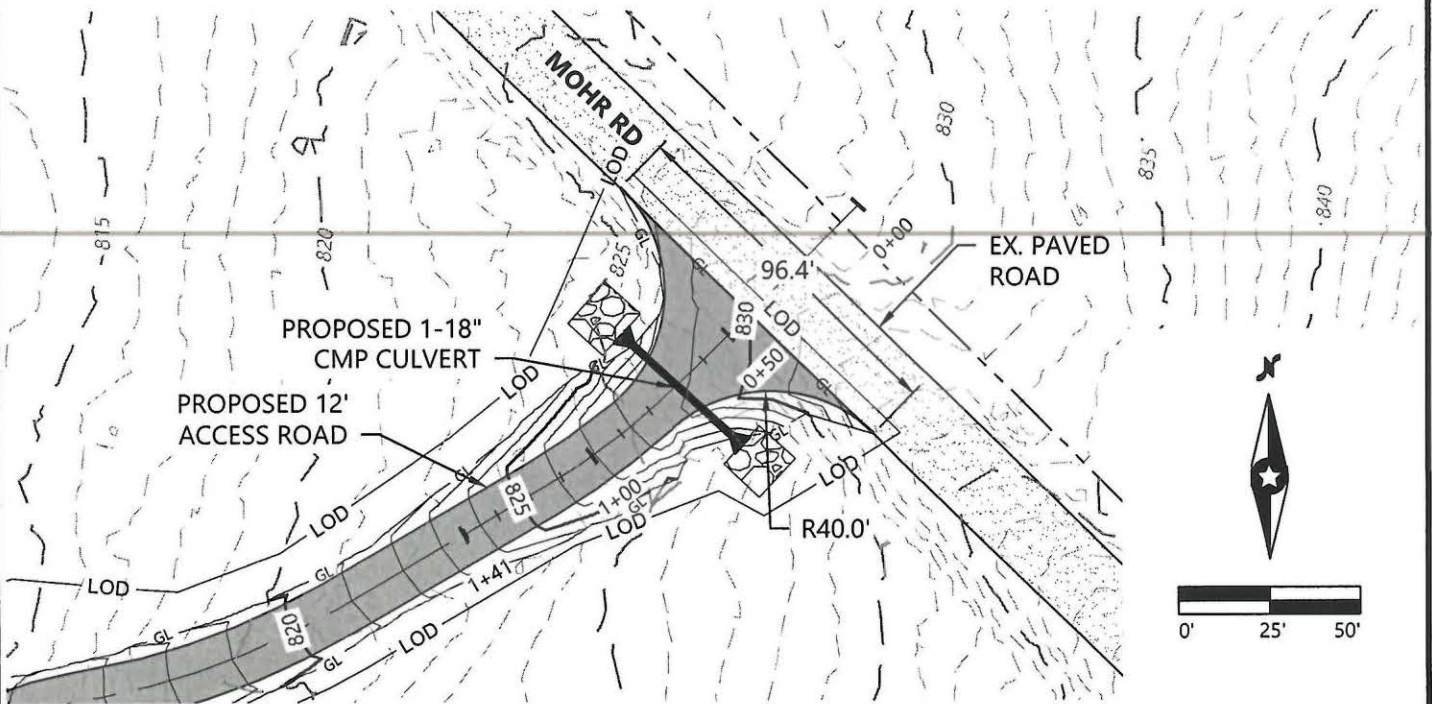
SHEET: C.104

LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  LOD — LIMITS OF DISTURBANCE
-  900 — EX. INDEX CONTOUR
-  — EX. INTERVAL CONTOUR
-  900 — PROPOSED INDEX CONTOUR
-  — PROPOSED INTERVAL CONTOUR

**MOHR ROAD
TOWN ROAD CROSSING**

CROSSING NO.	LAT	LONG
5	N42°53'24.22"	W74°08'31.86"



MOHR ROAD INTERSECTION - 5

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**High River
Road Exhibits**


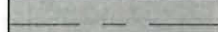
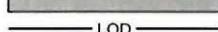
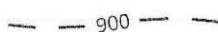

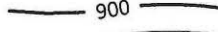

Montgomery County, New York

Road Exhibit - 5

DATE: 09/08/2021

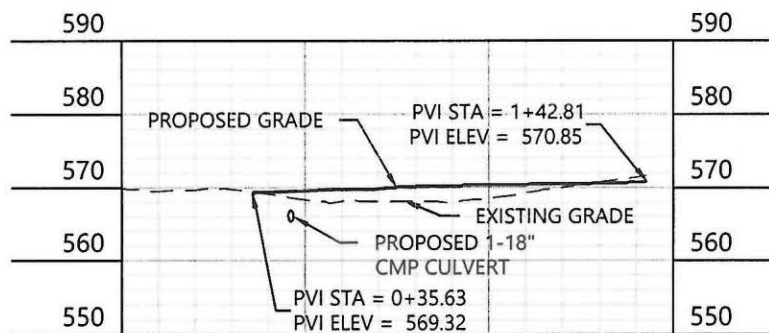
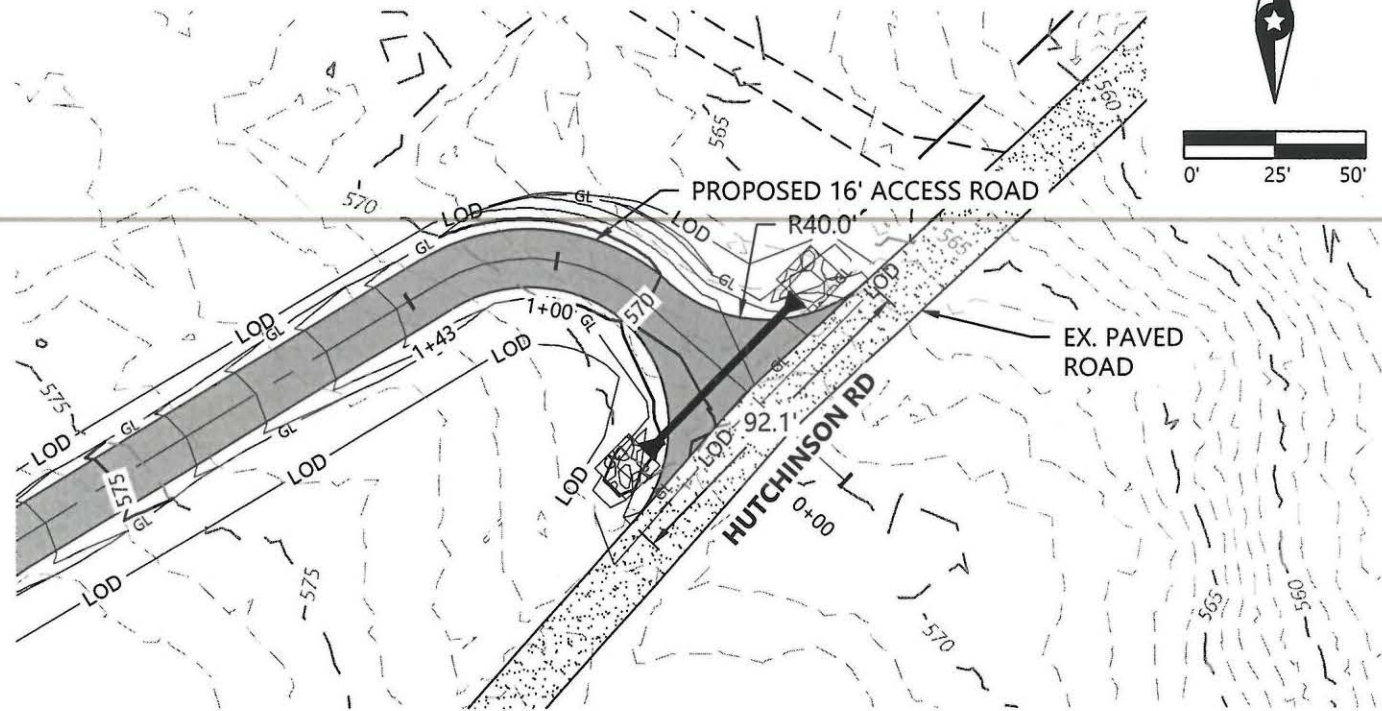
SHEET: C.105

LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  LOD — LIMITS OF DISTURBANCE
-  900 — EX. INDEX CONTOUR
-  900 — EX. INTERVAL CONTOUR
-  900 — PROPOSED INDEX CONTOUR
-  900 — PROPOSED INTERVAL CONTOUR

HUTCHINSON ROAD TOWN ROAD CROSSING

CROSSING NO.	LAT	LONG
6	N42°54'20.67"	W74°08'49.10"



HUTCHINSON ROAD INTERSECTION - 6

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High River Road Exhibits

Montgomery County, New York

Road Exhibit - 6

DATE: 09/08/2021

SHEET: C.106

ROAD USE AND CROSSING AGREEMENT

This **ROAD USE AND CROSSING AGREEMENT** (“**Agreement**”) is entered into this 28th day of September, 2021 by and between **Town of Florida**, a political subdivision of the State of New York, having a mailing address of 214 Fort Hunter Road, Amsterdam, NY 12010 Attn: Town Supervisor (“**Municipality**”), and **High River Energy Center LLC**, a Delaware limited liability company, with an address of 700 Universe Blvd, Juno Beach FL 33408 (“**High River**”). Municipality and High River are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, High River is developing a solar energy generating facility located in the Town of Florida, Montgomery County, New York commonly known as the High River Energy Center (the “**Project**”);

WHEREAS, High River and its contractors and subcontractors (collectively, “**Representatives**”) intend to develop, construct, own, operate and maintain the solar generating facilities and related appurtenances making up the High River pursuant to Public Service Law Article 10 and orders of the New York State Board on Electric Generation Siting and the Environment (collectively, “**Development Activities**”);

WHEREAS, in connection with the Development Activities, the Parties desire to address certain issues relating to the highways, roads, bridges, and other fee-owned land, rights-of-way or easements owned, operated, and/or maintained by the Municipality (collectively, the “**Roads**”) over which it will be necessary for High River and its Representatives to, among other things: (i) traverse with heavy machinery, including but not limited to, trucks, construction machinery and equipment and other related items; (ii) transport heavy equipment and materials which may be in excess of local design limits of certain Roads; (iii) transport locally sourced materials, such as concrete and gravel; (iv) make specific modifications and improvements (both temporary and permanent) to the Roads (including various improvements associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; to construct or improve with an entrance, driveway, or connection to certain Roads; and (v) place certain electrical and communication lines and cables for the Project adjacent to, under, over or across Roads for the purposes of carrying electrical current and data and information from High River to the point of interconnection substation and Operation and Maintenance facility (collectively “**Road Activities**”);

WHEREAS, High River will need to conduct certain construction, improvement and restoration activities and locate certain electrical and communication lines and cables within the Municipality and/or within the Municipality Right-Of-Way (“**ROW**”), some of which may involve construction, improvement and restoration activities in, on, under, over or across Roads;

WHEREAS, High River further acknowledges that the nature of heavy vehicular traffic during Development Activities may exceed the normal and anticipated use of public roadways and/or exceed the design criteria for said roadways within the Municipality’s limits, potentially causing distress to said Roads which may either be structural or functional and which in turn may increase overall maintenance, oversight, repair, and replacement costs to the Municipality; and

WHEREAS, the Municipality seeks assurances from High River that High River will pay and/or otherwise indemnify the Municipality for damage to the Roads arising from or related to Development Activities.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, High River and the Municipality, each intending to be legally bound, agree as follows:

1. High River Responsibilities.

a. High River shall be responsible for obtaining any other approvals or permits that are required by applicable law to use and cross the Roads and conduct other Development Activities not otherwise granted under this agreement. This Agreement provides permission to High River to conduct all contemplated activities in Municipality Roads or ROWs.

b. High River agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon the Roads and ROWs related to High River's Development Activities are disposed of in accordance with applicable law. High River shall have an industrial road broom onsite at all times and will use commercially reasonable efforts to monitor Designated Roads (as defined herein) to keep them free of waste and debris attributed to Development Activities.

c. Except under emergency circumstances, High River shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic except to the extent necessary on a temporary basis while work is actively being performed in the vicinity thereof. High River shall use flaggers when traffic is impacted in any manner.

d. High River shall require that its Representatives comply with the terms and conditions of this Agreement.

e. High River shall not permit any excavation made in or upon any Road to remain open or uncovered either day or night, without having or causing the same to be properly barricaded by day and night and, in addition thereto, shall place at such location flares, red lanterns or other warning devices, by night, so as to properly warn all persons of the danger of such hole or excavation, and any such actions must meet all NYSDOT and Municipality safety requirements where applicable. Municipality must be notified in advance when roadway is to be affected after work hours, weekends or holidays. Under no circumstances can any excavation take place on a roadway during a winter storm event.

f. In the event of a road closure, High River will notify Municipality with five (5) days' notice to set up and notify of detour route to emergency, school, postmaster, and local traffic.

2. Road Status and Permitted Routes.

a. Exhibit A attached hereto provides an overview map and describes the Roads and

ROWs that High River and its Representatives have the Municipality's consent to use during Development Activities (collectively, "**Designated Roads**"). In the event High River determines it is necessary for High River to use roads and highways of the Municipality not identified on Exhibit A, then High River or its representatives, shall notify the Municipality, describing in detail such use and the reasons therefore. High River shall provide the Municipality reasonable written notice of at least seven (7) business days that it anticipates the use of substitute roads. Substitute roads may only be used on consent of the Municipality and such consent shall not be unreasonably withheld, conditioned, or delayed. In the event that the Municipality does not respond within seven (7) business days of a request to use a substitute road, the Municipality shall be deemed to have agreed to such substitute road being used. The Parties agree that the restrictions in this Agreement pertaining to the Roads do not apply to usage by passenger vehicles and light duty trucks that are properly licensed for use on public roadways in the State of New York. Nothing in this subsection shall restrict the High River from either responding to lawful order of emergency management personnel during emergency situations or Municipality's guidance related to sudden road closures unrelated to Development Activities.

b. Exhibit B attached hereto provides an overview map and plan and profile views of the Roads and ROWs over which High River and its Representatives have the Municipality's consent upon application for and approval of highway work permit by the Commissioner of Highways for the Municipality, to place certain electrical and communication lines and cables for High River adjacent to, under, over or across Roads and within the Municipality or Municipality's Right-of-Way.

c. Exhibit C attached hereto provides an overview map and plan and profile views of the Designated Roads over which High River and its Representatives have the Municipality's consent to construct or improve with a gravel access road entrance or connection to certain Roads upon application for and approval of Highway Work Permit by the Commissioner of Highways for the Municipality, which will not be unreasonably withheld, delayed, or conditioned.

d. Prior to the commencement of Road Activities, High River will prepare a preconstruction status report for the Roads identified in Exhibit A. Such status report must be found acceptable by the Municipality in its reasonable discretion before High River begins Road Activities within the Municipality.

3. Road Damage.

a. High River shall be responsible for the cost of any necessary improvements or repairs of the Roads required as a result of damage caused by the Development Activities; provided, however, that High River shall not be responsible for the cost of any improvements or repairs (i) routinely performed on the Roads by the Municipality or (ii) to remedy damage caused by anyone other than High River or its successors, assigns, agents, subcontractors, subsidiary or any person or entity affiliated with or acting under the direction of High River, or resulting from weather or routine snow and ice removal.

b. At no expense to the Municipality, the Municipality shall notify High River of any improvements or repairs required as a result of damage caused by Development Activities. The

Parties shall, within ten (10) days after High River's receipt thereof, meet to inspect the subject Roads, and agree in writing on all such necessary improvements or repair work and the schedule for the performance thereof. High River may either (i) perform such work with its own work forces, or with contractors or subcontractors chosen by High River upon approval of the Municipality, which will not be unreasonably withheld, conditioned, or delayed, or (ii) authorize the Municipality to perform such work and reimburse the Municipality for the cost thereof. If High River elects to authorize the Municipality to perform such work, then the Municipality shall provide High River with a cost estimate therefor, and no work shall be commenced at High River's expense until High River has provided the Municipality with written approval thereof, which approval shall not be unreasonably withheld, conditioned, or delayed. The Municipality shall, upon completion of said work, provide High River with an invoice detailing the costs incurred in the performance of such work.

c. Notwithstanding the foregoing, if any damage occurs to Roads during Development Activities and such damage is, in the reasonable opinion of the Municipality, an immediate danger to the public using said Road, then the Municipality shall undertake immediate emergency repairs to said Road and High River shall be responsible for reimbursing the reasonable and documented cost of such repairs following receipt of an invoice from the Municipality and High River waives any right to dispute these immediate emergency repairs.

d. High River shall pay all undisputed invoiced amounts within forty-five (45) days from receipt of the invoice. If High River disputes any amounts set forth on an invoice, or if High River disputes that it caused the damage it is being invoiced for, it shall provide a written statement as to its basis for contesting the disputed amount(s) and/or alleged damage within thirty (30) days after receipt of the invoice. In the event of a dispute, then both Parties shall abide by the procedure set forth herein for dispute resolution in Section 6 below.

4. Insurance.

During the construction of Project and the earlier of (i) a period of one year after the completion thereof or (ii) mutual agreement that construction activity has ended, which will not be unreasonably withheld, delayed, or conditioned, High River shall maintain commercial general liability insurance with a minimum limit of \$5,000,000 per occurrence and in the aggregate annually (which limit may be achieved using a combination of a commercial general liability policy and an excess or umbrella liability policy). During such time period, High River shall cause the Municipality to be an additional insured under any such policy, with a waiver of subrogation, and shall deliver a certificate of insurance demonstrating such coverage upon request.

5. Indemnification; Liability.

High River hereby agrees to indemnify and hold harmless the Municipality and its affiliates, representatives, administrators, agents, employees, directors, officers, successors and assigns from and against any and all claims, suits, actions, damages, and costs of every name and description to the extent arising out of or resulting from the negligence or willful misconduct of High River, except to the extent any said claim, suit, action, damage, or liability is attributable to the negligence or willful misconduct of the Municipality. .

6. Dispute Resolution.

a. In the event of a dispute regarding the allocation of responsibility for any debris, garbage, or waste removal or disposal from the Roads, any improvement, repair or restoration of the Roads, or the schedule or cost thereof (“**Dispute**”), the Parties may elect (but shall not be required) to submit to non-binding mediation with a neutral mediator approved by all parties to the Dispute during which each party will have their authorized representatives attempt to negotiate a resolution of the Dispute for a period of thirty (30) days. Unless otherwise agreed to by the Parties, mediation proceedings shall be conducted in Montgomery County, New York. High River and the Municipality shall initially equally split the costs and expenses of the mediator and mediation venue.

b. If the Parties do not mutually agree to mediation, or if the Dispute is not resolved by mediation or mutual agreement, the Dispute shall be resolved in the United States District Court for the Northern District of New York or in any court of competent jurisdiction located in Montgomery County, New York.

7. Term and Termination. The term of this Agreement shall commence on the date of mutual execution and continue through the completion of remediation/repair of the Roads as required under this Agreement. Notwithstanding the foregoing, upon the occurrence and continuation of a default by either Party under this Agreement, this Agreement may be terminated by the non-defaulting Party upon thirty (30) days’ prior written notice following the defaulting Party’s failure to initiate, within thirty (30) days after receiving written notice from the non-defaulting Party, reasonable steps to cure any default under this Agreement. It will be a default of this Agreement if High River fails to keep the roadways clear after receiving notice and an opportunity to cure as set forth in this paragraph. Such default may result in the rescinding of any permits issued in connection with this Agreement.

8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles.

9. Notice. Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to each Party by personal delivery, nationally-recognized overnight courier, or certified mail, return receipt requested, which shall be addressed to each Party’s respective address set forth in the recitals hereof, or to such other address as said Party shall designate by notice given to the other Party hereto in accordance herewith, and shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next business day after the date when sent, and (c) in the case of mailing, on the fifth (5th) business day following the date of the postmark on the piece of mail containing such communication.

To Montgomery County:

Eric Mead, Town Supervisor
Town of Florida
10569 214 Fort Hunter Road
Amsterdam, NY 12010

To High River:

High River Energy Center, LLC
700 Universe Blvd
Juno Beach FL 33408
Attn: Land Services Administration
Phone: (855) 552-9872

10. Binding Effect. This Agreement, and the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

11. Entire Agreement. This Agreement sets forth the entire understanding between the Parties concerning the subject matter of this Agreement. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of either Party (or any officer, director, employee, or agent of either Party) to induce the other Party to enter into this Agreement or to abide by or consummate any transactions contemplated hereby, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon either Party unless in writing and signed by the Party to be charged.

12. Severability. If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision, or such portion of a provision, deemed null and void shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

13. Further Assurances. Each Party hereby agrees to execute such further instruments or agreements and take such further actions as may be reasonably requested by the other Party at any time after the execution hereof to give effect to this Agreement and the transactions contemplated hereby, including, without limitation, the Development Activities.

14. Counterpart Signatures. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

15. Authority of Parties. The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such Parties for the purpose of duly binding such Parties to this Agreement.

16. Assignment. High River will not have the right to assign the Agreement without the prior consent of Municipality which will not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

TOWN OF FLORIDA

By: 

Name: Eric M Mead

Title: Supervisor

HIGH RIVER ENERGY CENTER, LLC
a Delaware limited liability company

By: DocuSigned by:
Anthony Pedroni
F5C968BD9C2148B...
Anthony Pedroni
Vice President

EXHIBIT A

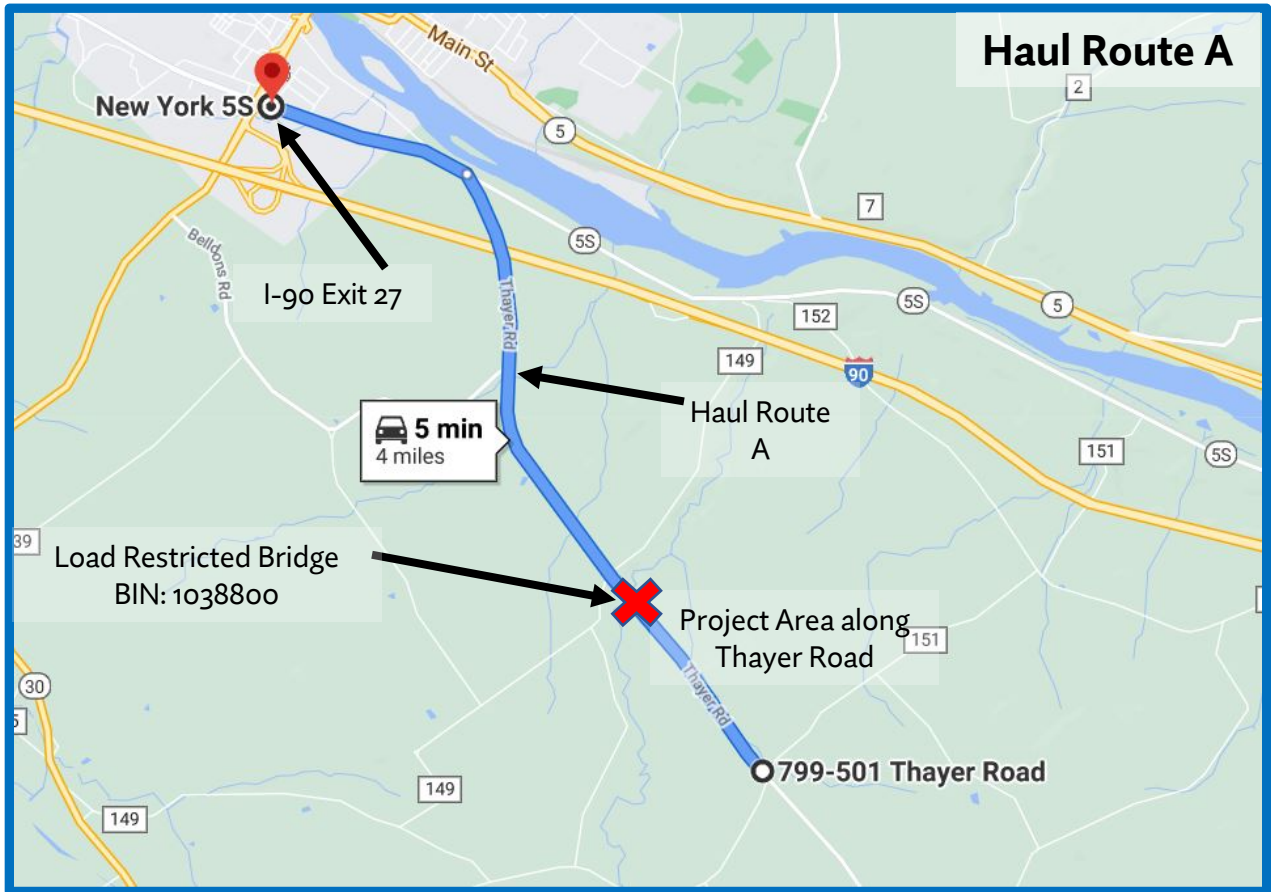
DESIGNATED ROADS

[Must be Agreed to Prior to Road Activities]

Haul Route Directions and Figures – High River Energy Center

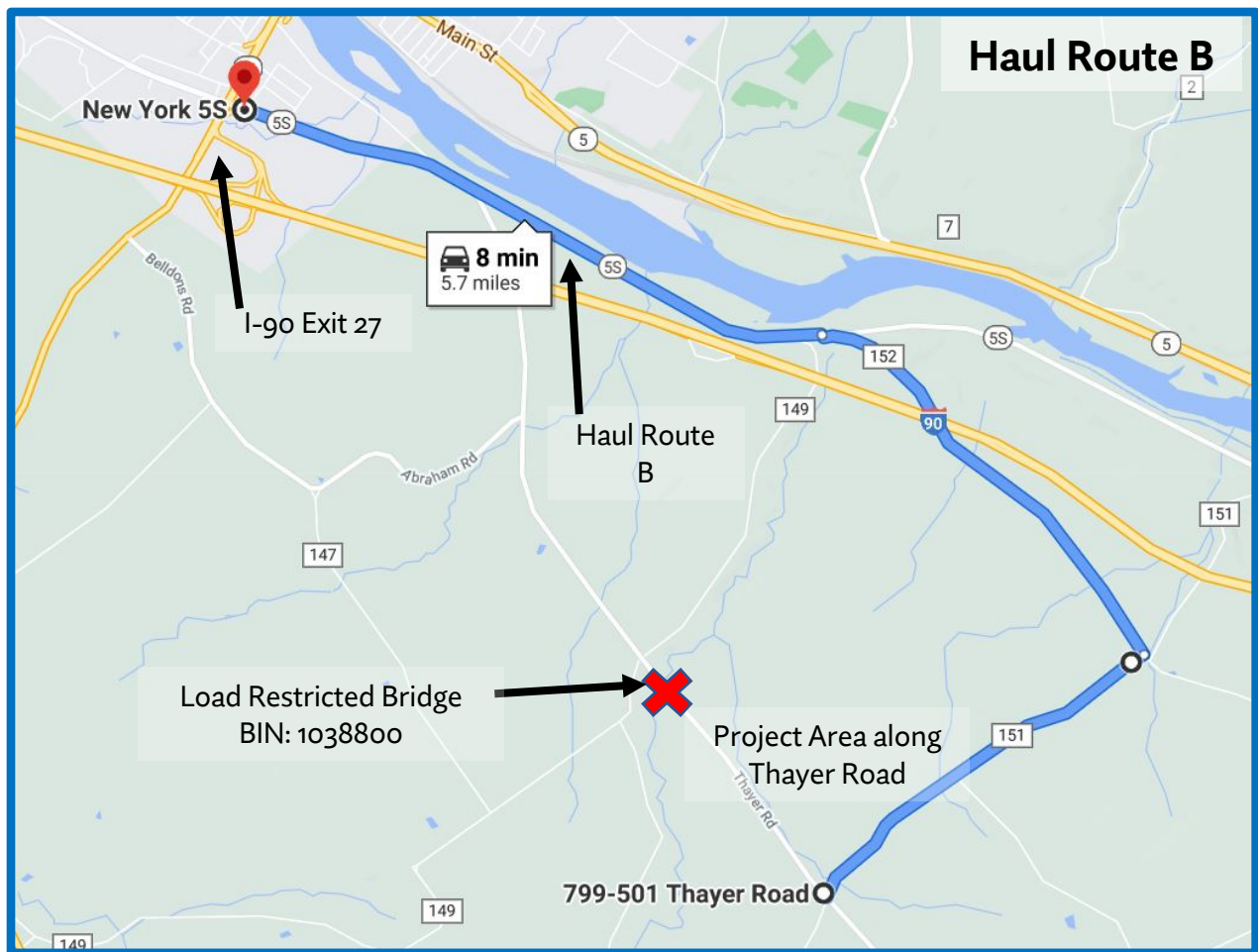
Haul Route A*	
To	<i>Project Area Along Thayer Road between Langley Rd (CR 149) and Bulls Head Rd (CR 151)</i>
From	I-90 Exit 27
Directions	<ol style="list-style-type: none">1. Use exit 27 on I-90 EB/WB2. Turn right onto NY-30 (Minaville Road)3. Take exit toward NY-5S4. Turn right onto NY-5S5. Turn slight right onto Thayer Road6. Arrive at Project Area on the right-hand side

*Haul Route A will not be used for oversize and overweight vehicles due to the load restricted bridge.



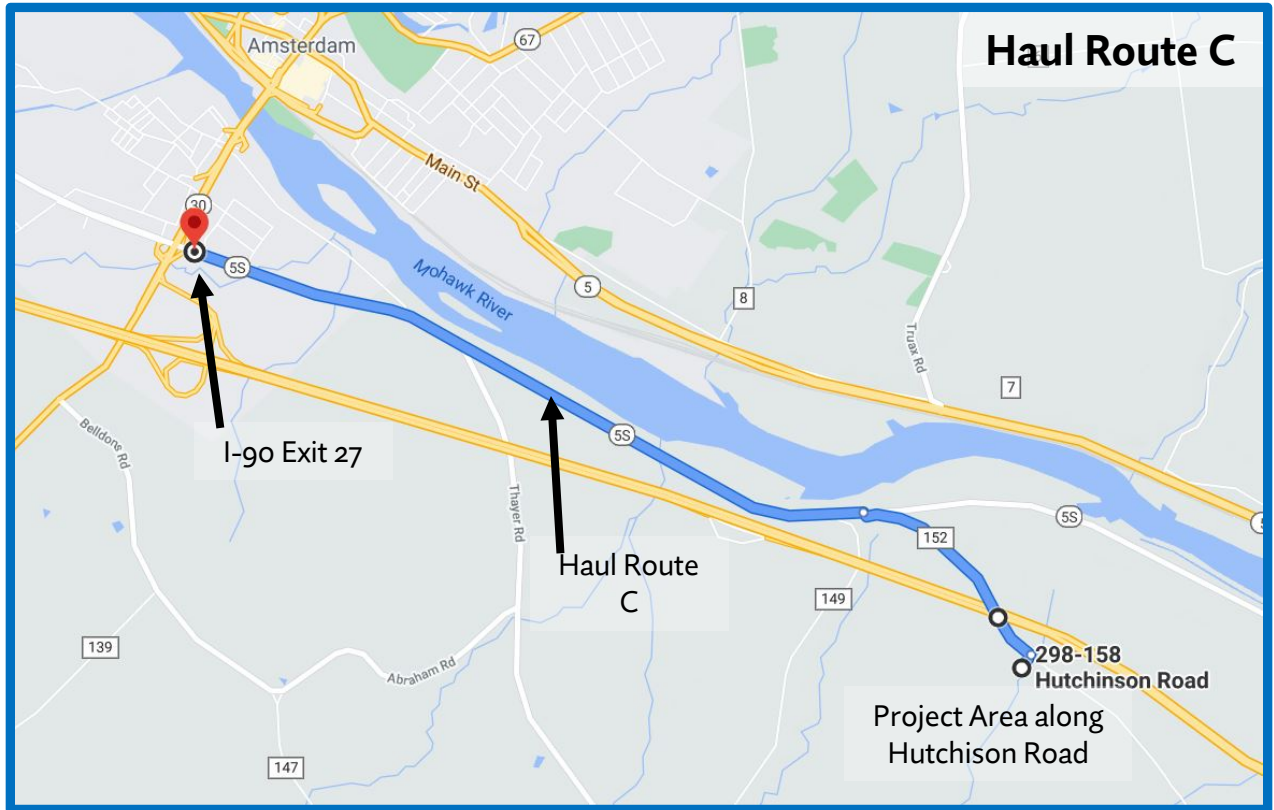
Haul Route Directions and Figures – High River Energy Center

Haul Route B	
To	<i>Project Area Alternate Route to Thayer Road to avoid load restricted bridge.</i>
From	I-90 Exit 27
Directions	<ol style="list-style-type: none">1. Use exit 27 on I-90 EB/WB2. Turn right onto NY-30 (Minaville Road)3. Take exit toward NY-5S4. Turn right onto NY-5S5. Turn right onto CR 152 (Pattersonville Road)6. Turn right onto CR 151 (Bulls Head Road)7. Turn right onto Thayer Road8. Arrive at Project Area on the left-hand side



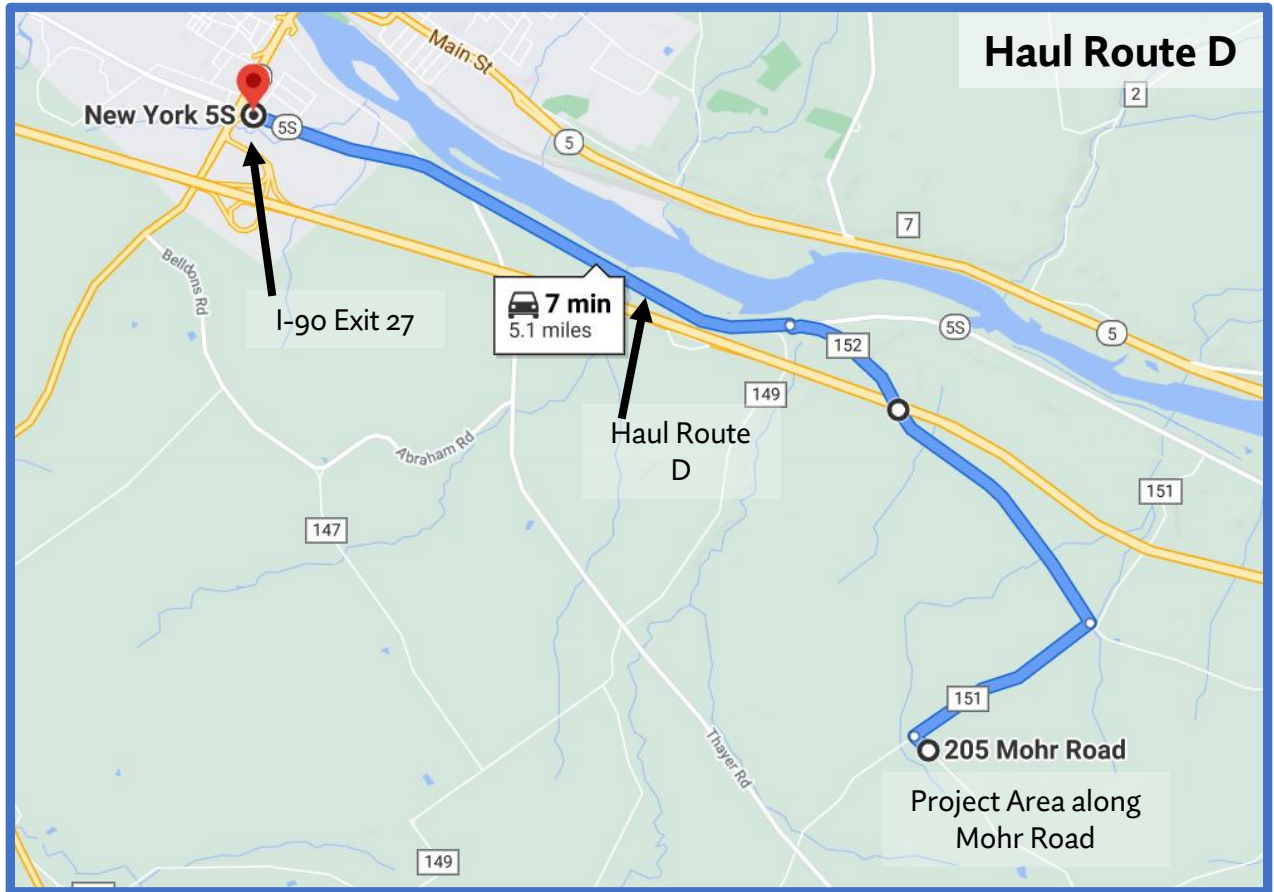
Haul Route Directions and Figures – High River Energy Center

Haul Route C	
To	<i>Project Area along Hutchison Road</i>
From	I-90 Exit 27
Directions	<ol style="list-style-type: none">1. Use exit 27 on I-90 EB/WB2. Turn right onto NY-30 (Minaville Road)3. Take exit toward NY-5S4. Turn right onto NY-5S5. Turn right onto CR 152 (Pattersonville Road)6. Turn right onto Hutchison Road7. Arrive at Project Area



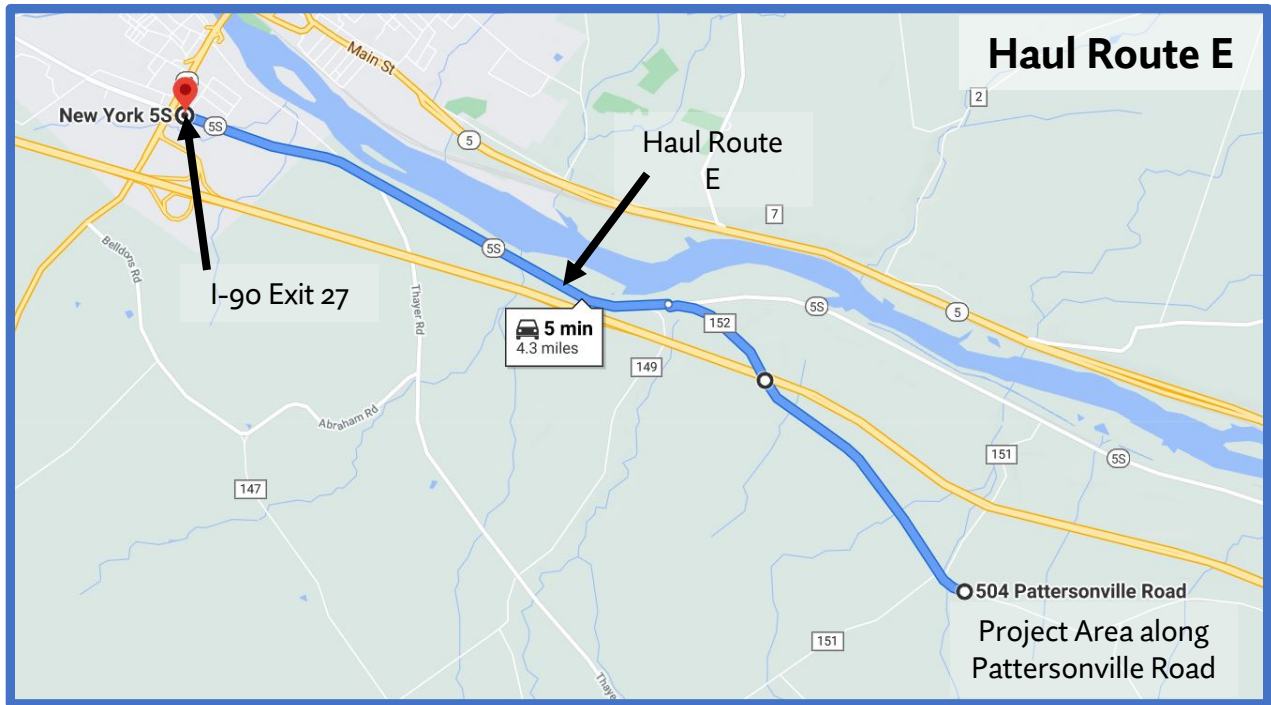
Haul Route Directions and Figures – High River Energy Center

Haul Route D	
To	<i>Project Area along Mohr Road</i>
From	I-90 Exit 27
Directions	<ol style="list-style-type: none">1. Use exit 27 on I-90 EB/WB2. Turn right onto NY-30 (Minaville Road)3. Take exit toward NY-5S4. Turn right onto NY-5S5. Turn right onto CR 152 (Pattersonville Road)6. Turn right onto CR 151 (Bulls Head Road)7. Turn left onto Mohr Road8. Arrive at Project Area



Haul Route Directions and Figures – High River Energy Center

Haul Route E	
To	Project Area along Pattersonville Road
From	I-90 Exit 27
Directions	<ol style="list-style-type: none">1. Use exit 27 on I-90 EB/WB2. Turn right onto NY-30 (Minaville Road)3. Take exit toward NY-5S4. Turn right onto NY-5S5. Turn right onto CR 152 (Pattersonville Road), continue to east of Bulls Head Road6. Arrive at Project Area along Pattersonville Road



Haul Route Directions and Figures – High River Energy Center

Haul Route F

To	<i>Project Area Along Pattersonville Road</i>
From	I-90 Exit 27
Directions	<ol style="list-style-type: none">1. Use exit 27 on I-90 EB/WB2. Turn right onto NY-30 (Minaville Road)3. Take exit toward NY-5S4. Turn right onto NY-5S5. Turn right onto CR 152 (Pattersonville Road)6. Arrive at Project Area along Pattersonville Road



EXHIBIT B**ELECTRICAL AND COMMUNICATION LINE AND CABLE ROAD CROSSINGS**

The following is a list, map, and plan and profile views of the Designated Roads and ROWs over which High River and its Representatives will place certain electrical and communication lines and cables for the Project adjacent to, under, over or across Designated Roads and within the Municipality or Municipality's Right-of-Way:

Collection Route Pathways

Collection Route Road	Jurisdiction	Linear Feet	Route Number on Map
Thayer Road (CR 160)	County	2,360	CR-1
Pattersonville Road (CR 152)	County	1,830	CR-2
Pattersonville Road (CR 152)	County	920	CR-3
Pattersonville Road (CR 152)	County	830	CR-4

Crossing Locations

Road Crossing Road	Jurisdiction	Crossing Number on Map
Beyer Road	Town	1
Thayer Road (CR 160)	County	2
Mohr Road	Town	3
Pattersonville Road (CR152)	County	4
Pattersonville Road (CR152)	County	5
Bulls Head Road	County	6
Persons Road	Town	7



Data Source(s): Westwood (2021);

Legend

- Access Road
- MV Line Underground Crossing
- HDD Line Crossing
- Access Road
- HDD Line
- Fence
- - - MV Line Underground
- - - Collection Route 1
- - - Collection Route 2
- - - Collection Route 3
- - - Collection Route 4
- - - Existing Transmission Line
- Existing Roads

High River Solar Project

Montgomery County, New York

Crossing Locations



July 2, 2021

EXHIBIT C

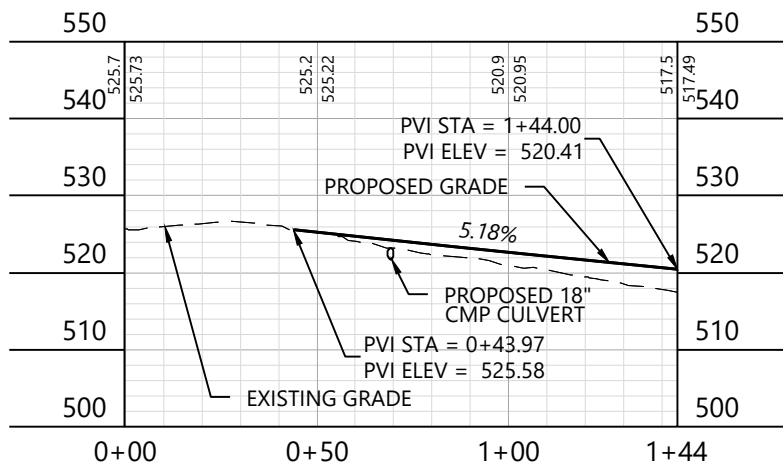
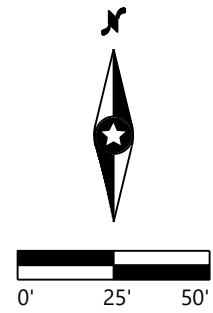
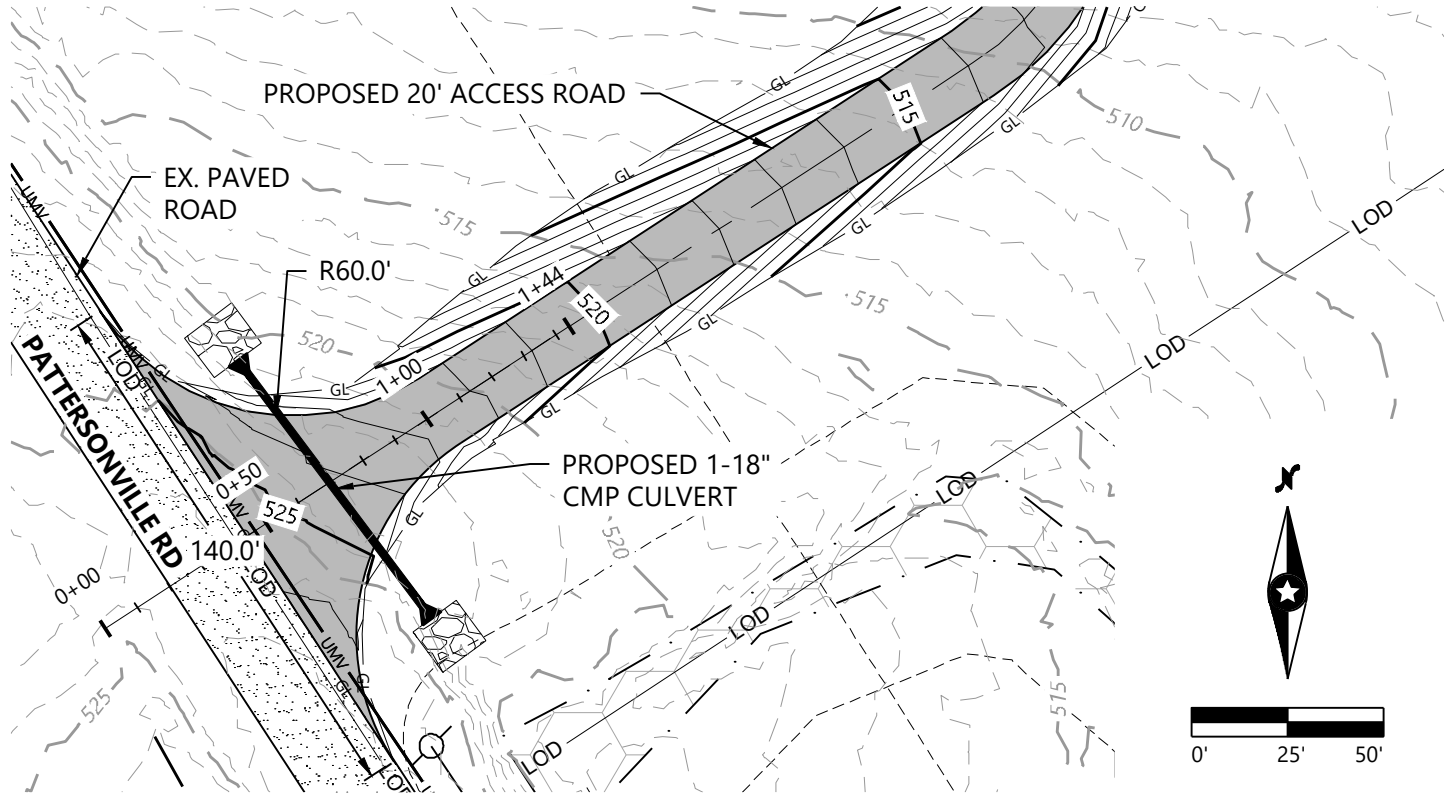
ROAD ENTRANCE/DRIVEWAYS

LEGEND:

- EX. PAVED ROAD
- PROPOSED ACCESS ROAD
- UMV PROPOSED UNDERGROUND COLLECTOR
- LOD LIMITS OF DISTURBANCE
- 900 EX. INDEX CONTOUR
- EX. INTERVAL CONTOUR
- 900 PROPOSED INDEX CONTOUR
- PROPOSED INTERVAL CONTOUR

PATTERSONVILLE ROAD COUNTY ROAD CROSSING

CROSSING NO.	LAT	LONG
1	N42°54'04.15"	W74°07'58.07"



PATTERSONVILLE ROAD INTERSECTION - 1

Westwood Surveying & Engineering

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
 Toll Free (888) 937-5150 ww-pc.com
 Westwood Surveying and Engineering, P.C.

High River Road Exhibits

Montgomery County, New York




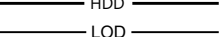


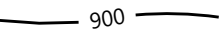


Road Exhibit - 1

DATE: 09/08/2021

SHEET: C.101

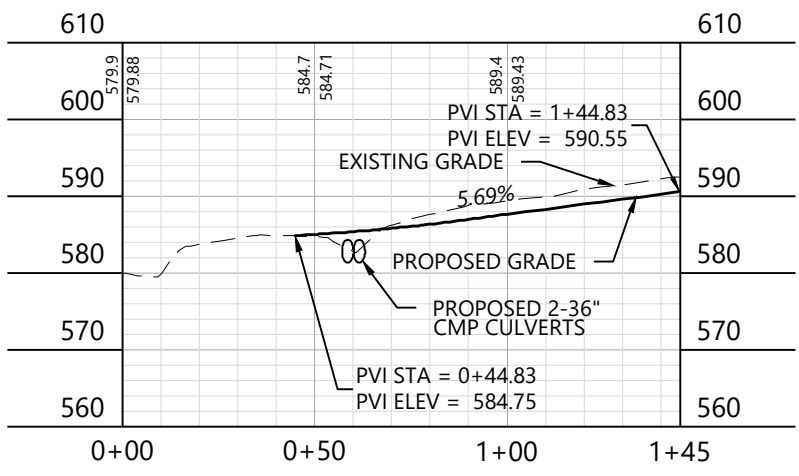
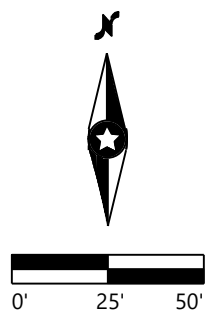
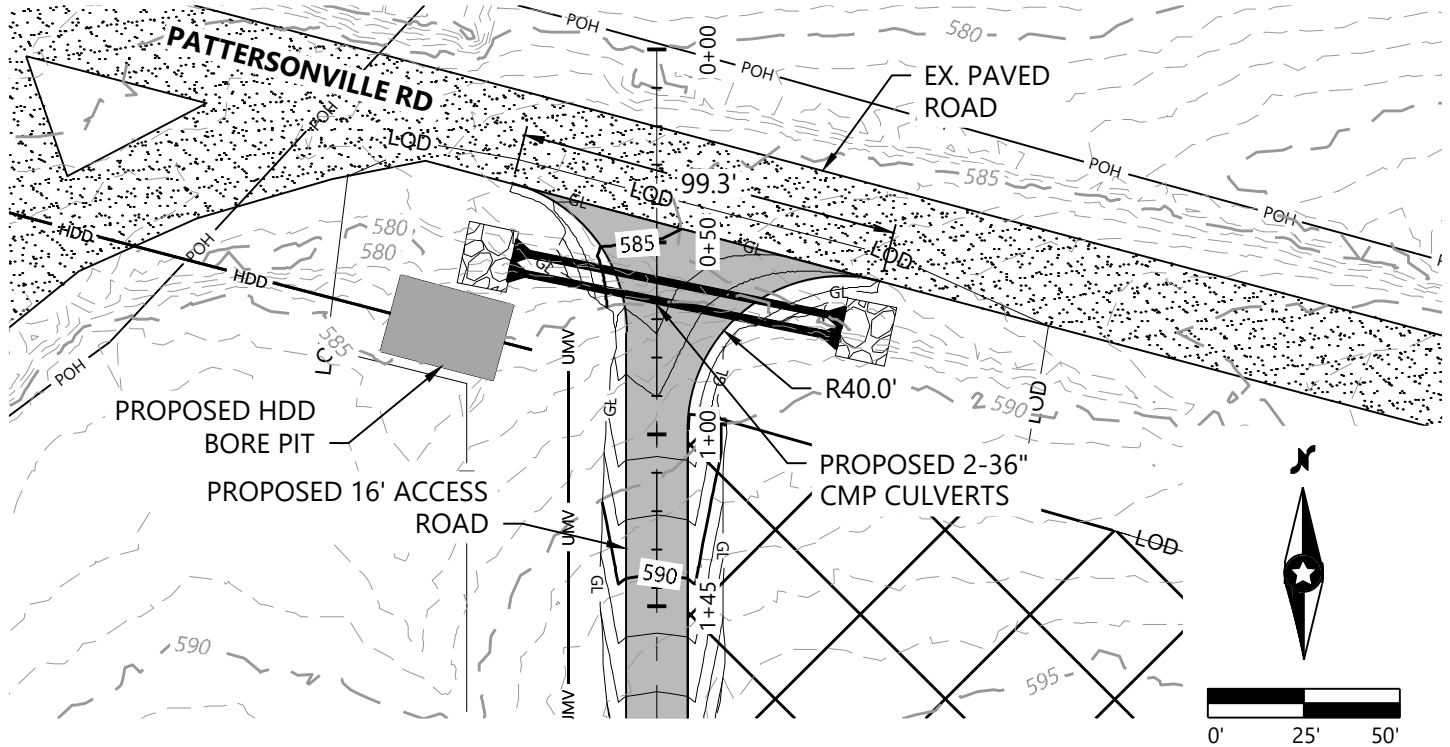
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LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  UMV PROPOSED UNDERGROUND COLLECTOR
-  HDD PROPOSED HORIZONTAL DIRECTIONAL DRILLING
-  LOD LIMITS OF DISTURBANCE
-  900 EX. INDEX CONTOUR
-  EX. INTERVAL CONTOUR
-  900 PROPOSED INDEX CONTOUR
-  PROPOSED INTERVAL CONTOUR

PATTERSONVILLE ROAD COUNTY ROAD CROSSING







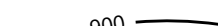
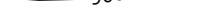
CROSSING NO.	LAT	LONG
2	N42°53'46.42"	W74°07'31.96"



PATTERSONVILLE ROAD INTERSECTION - 2

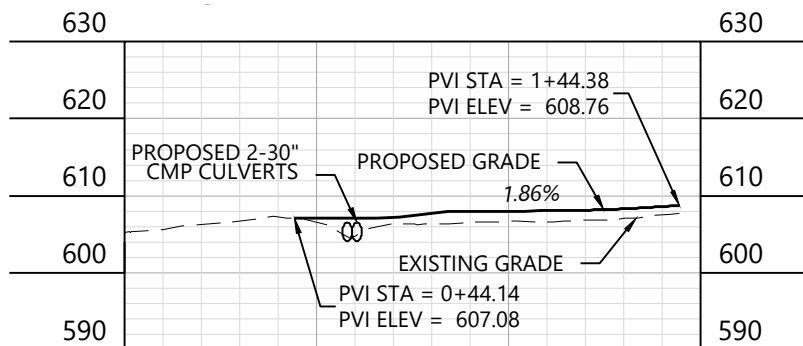
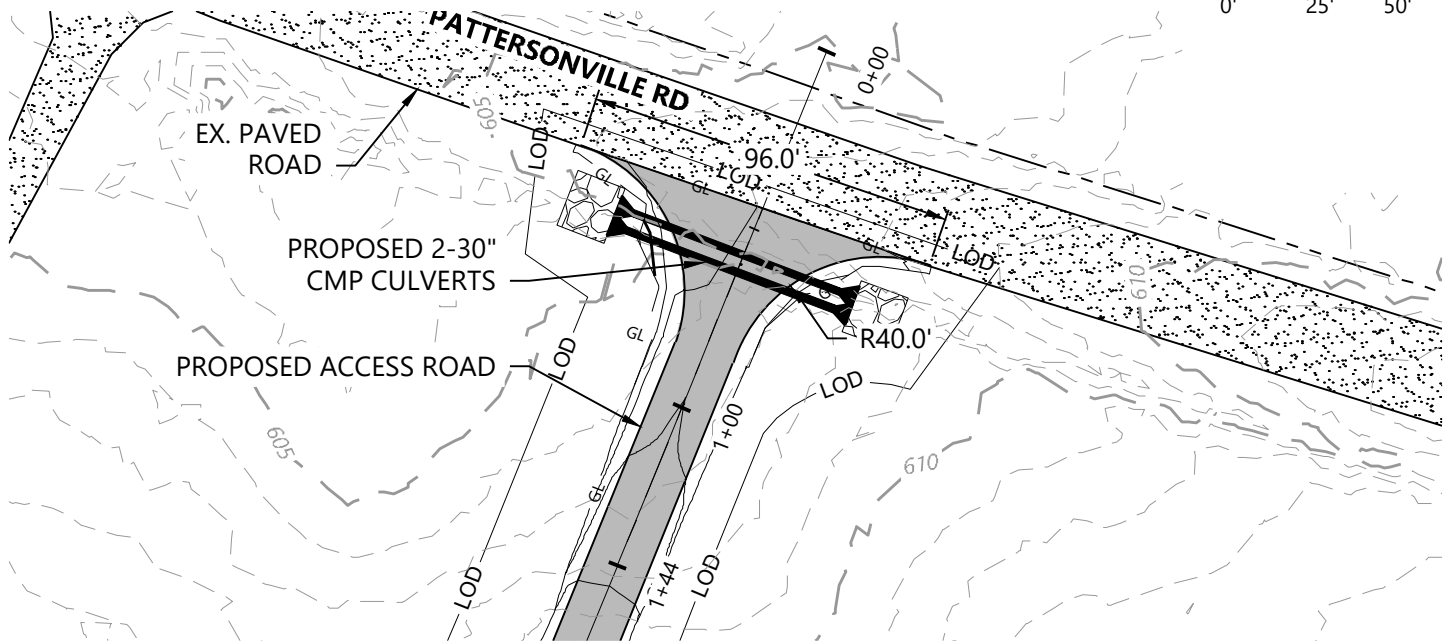
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LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  PROPOSED UNDERGROUND COLLECTOR
-  LIMITS OF DISTURBANCE
-  EX. INDEX CONTOUR
-  EX. INTERVAL CONTOUR
-  PROPOSED INDEX CONTOUR
-  PROPOSED INTERVAL CONTOUR

PATTERSONVILLE ROAD COUNTY ROAD CROSSING

CROSSING NO.	LAT	LONG
3	N42°53'41.84"	W74°07'10.92"



PATTERSONVILLE ROAD INTERSECTION - 3

**Westwood
Surveying & Engineering**

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
 Toll Free (888) 937-5150 ww-pc.com
 Westwood Surveying and Engineering, P.C.

High River Road Exhibits

Montgomery County, New York




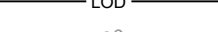

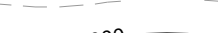
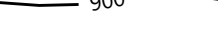

Road Exhibit - 3

DATE: 09/08/2021

SHEET: C.103

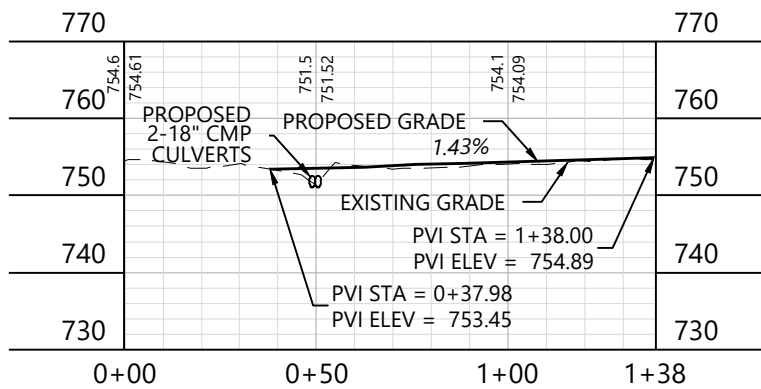
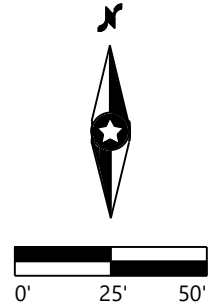
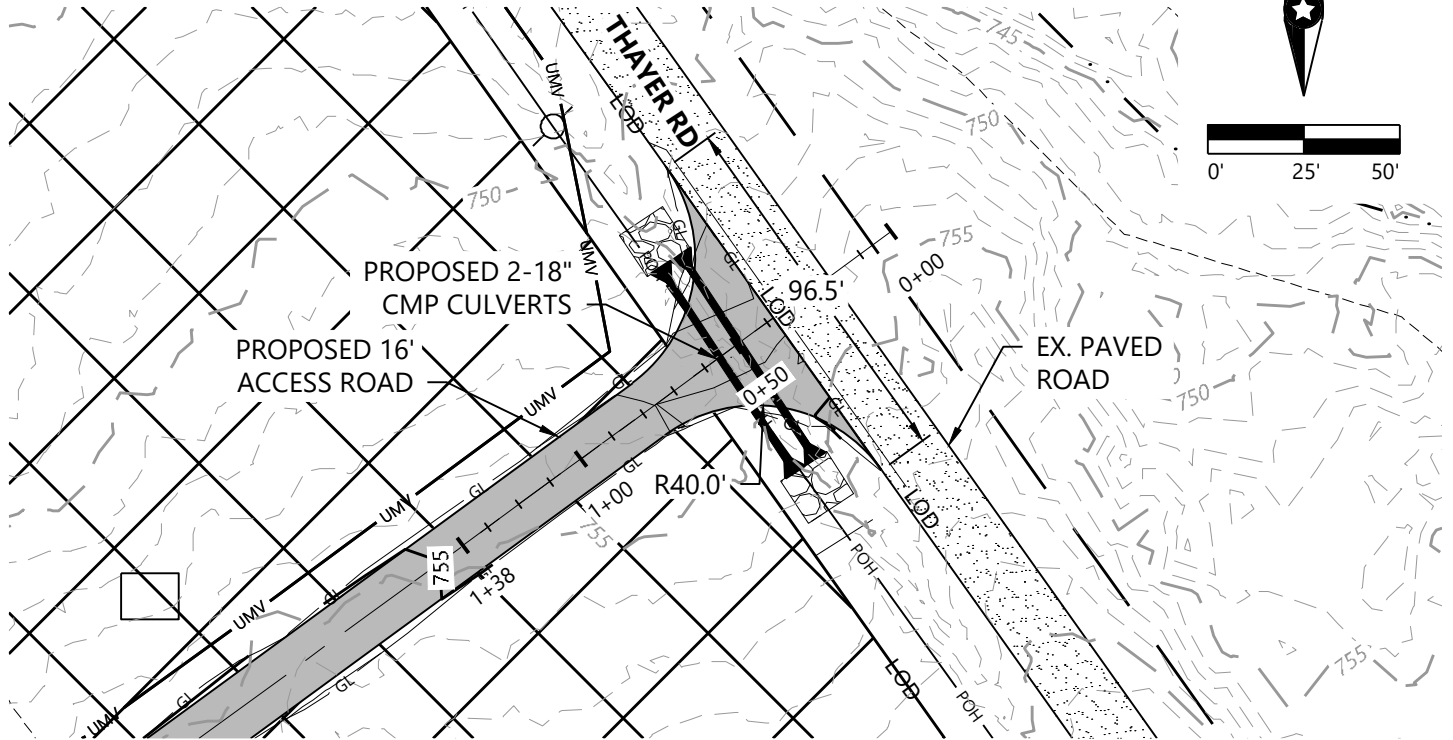
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LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  PROPOSED UNDERGROUND COLLECTOR
-  LIMITS OF DISTURBANCE
-  EX. INDEX CONTOUR
-  EX. INTERVAL CONTOUR
-  PROPOSED INDEX CONTOUR
-  PROPOSED INTERVAL CONTOUR

THAYER ROAD COUNTY ROAD CROSSING








CROSSING NO.	LAT	LONG
4	N42°53'20.27"	W74°09'28.74"



THAYER ROAD INTERSECTION - 4

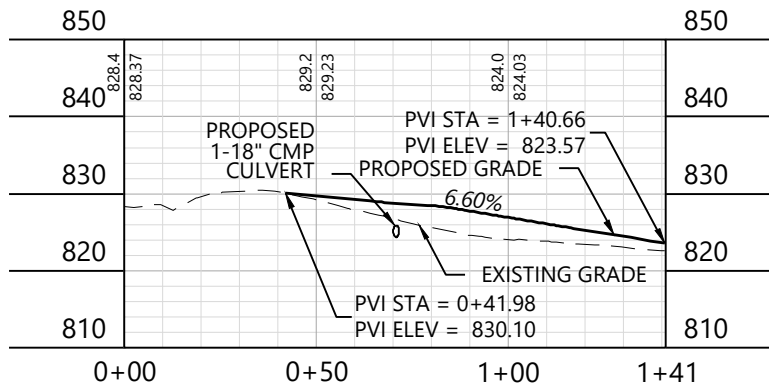
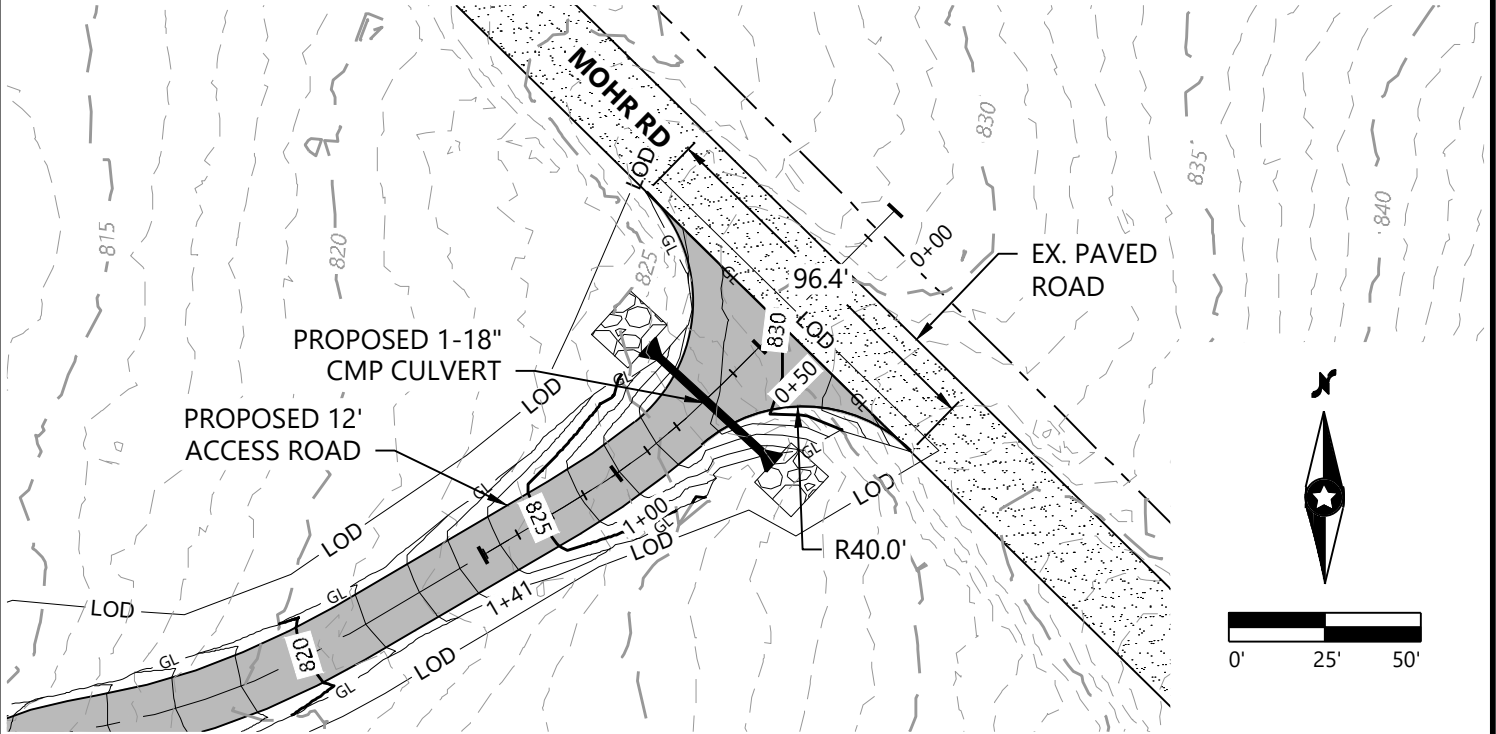
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LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  LOD LIMITS OF DISTURBANCE
-  900 EX. INDEX CONTOUR
-  900 EX. INTERVAL CONTOUR
-  900 PROPOSED INDEX CONTOUR
-  900 PROPOSED INTERVAL CONTOUR

MOHR ROAD TOWN ROAD CROSSING



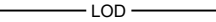




CROSSING NO.	LAT	LONG
5	N42°53'24.22"	W74°08'31.86"



MOHR ROAD INTERSECTION - 5

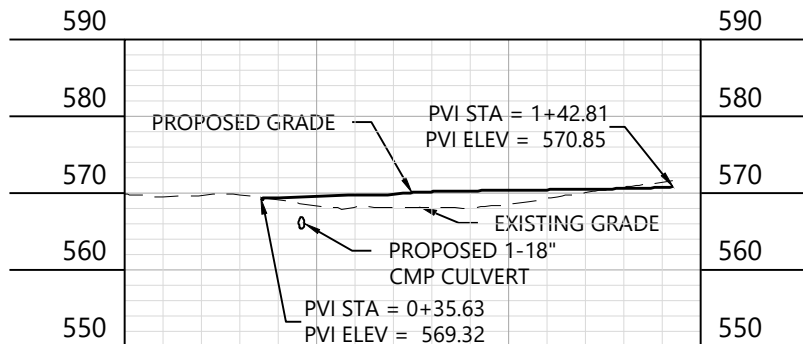
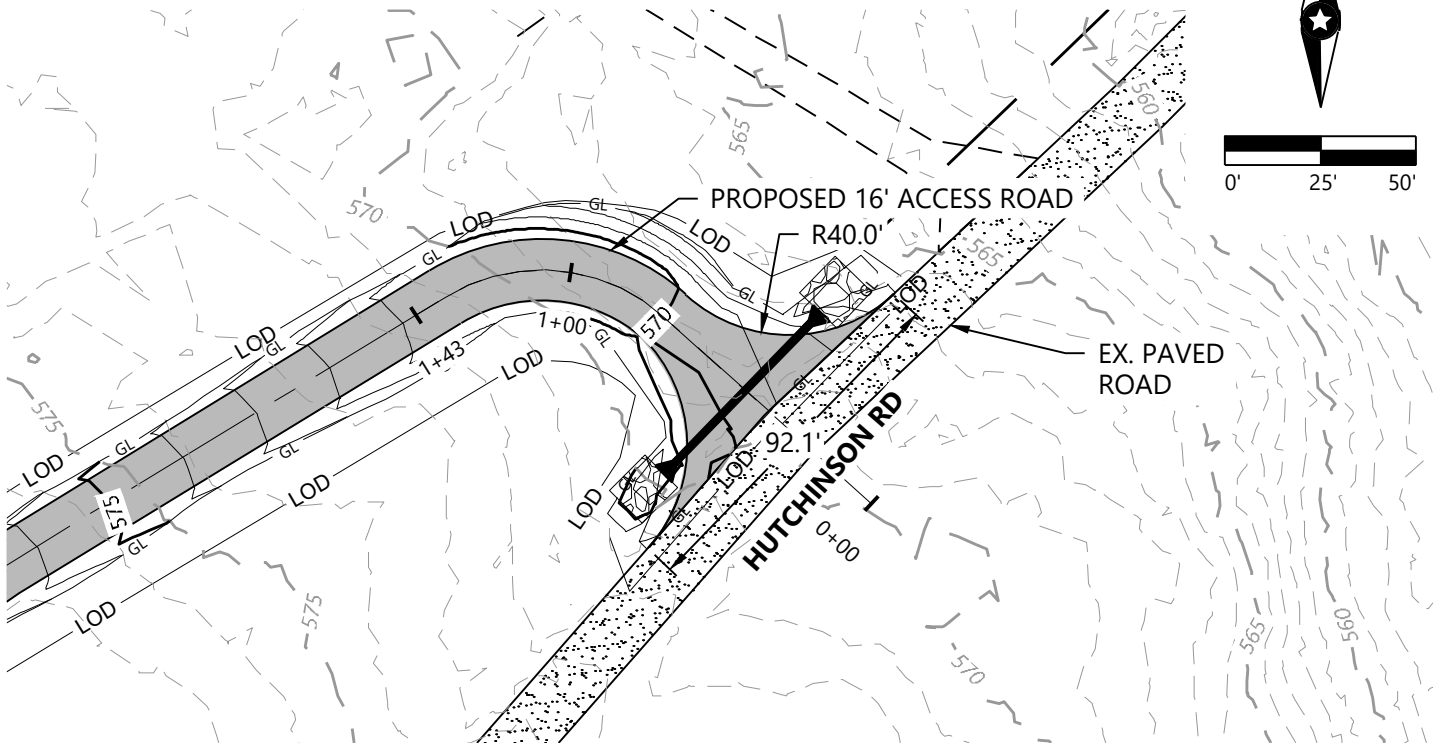
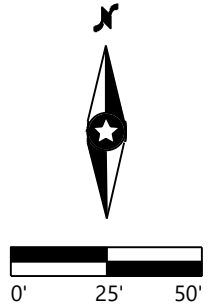
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LEGEND:

-  EX. PAVED ROAD
-  PROPOSED ACCESS ROAD
-  LOD
-  900 EX. INDEX CONTOUR
-  EX. INTERVAL CONTOUR
-  900 PROPOSED INDEX CONTOUR
-  PROPOSED INTERVAL CONTOUR

HUTCHINSON ROAD TOWN ROAD CROSSING

CROSSING NO.	LAT	LONG
6	N42°54'20.67"	W74°08'49.10"



HUTCHINSON ROAD INTERSECTION - 6

**Westwood
Surveying & Engineering**

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
 Toll Free (888) 937-5150 ww-pc.com
 Westwood Surveying and Engineering, P.C.

**High River
Road Exhibits**

Montgomery County, New York

Road Exhibit - 6

DATE: 09/08/2021

SHEET: C.106

N:\025415\00\wg\Exhibits\Crossing Exhibits\025415\CROSSING-ROAD.dwg

VERIFICATION

STATE OF Florida)

SS.:

COUNTY OF Palm Beach)

Terrell Kirk Crews, II, being duly sworn, deposes and says that I am the President of High River Energy Center, LLC. I hereby verify that High River Energy Center, LLC has received the required consent of the proper municipal authorities, to the extent that such consents are not otherwise preempted by PSL Article 10, as fully described in the Petition submitted in Case 21-E-0357 on June 25, 2021.

High River Energy Center, LLC

By:  _____

Name: Terrell Kirk Crews, II

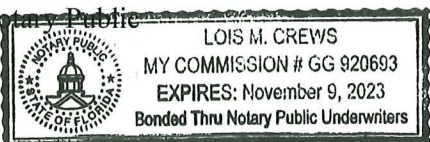
Title: President

Sworn to before me this

18th day of October, 2021.



Notary Public



VERIFICATION

STATE OF Florida)

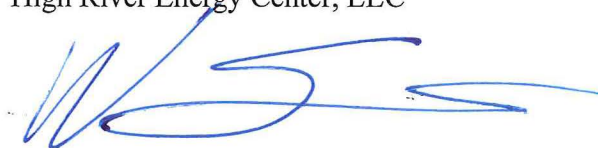
SS.:

COUNTY OF Palm Beach)

W. Scott Seeley, being duly sworn, deposes and says that I am the Secretary of High River Energy Center, LLC. I hereby verify that High River Energy Center, LLC has received the required consent of the proper municipal authorities, to the extent that such consents are not otherwise preempted by PSL Article 10, as fully described in the Petition submitted in Case 21-E-0357 on June 25, 2021.

High River Energy Center, LLC

By: _____

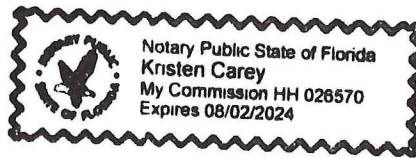


Name: W. Scott Seeley

Title: Secretary

Sworn to before me this

14th day of October, 2021.



K Carey
Notary Public