

Exhibit M
Conceptual Traffic and Road Impact and
Analysis Report

Burns McDonnell

January 14, 2021

Pleasant Prairie Solar Project Conceptual Construction Route Study

Invenergy

Invenergy

Pleasant Prairie Solar Project
Project No. 128277

Revision 1
1/14/2021

Pleasant Prairie Solar Project Conceptual Construction Route Study

prepared for

**Invenergy
Pleasant Prairie Solar Project
Franklin County, Ohio**

Project No. 128277

**Revision 1
1/14/2021**

prepared by

**Burns & McDonnell Engineering Company, Inc.
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Pleasant Prairie Solar Project
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1.0 NARRATIVE

Project Description

The Pleasant Prairie Solar Project (Project) is located in Franklin County, Ohio. As shown in Appendix A on Exhibit 1 - Location Map, the Project is located in Prairie Township and Pleasant Township directly west of Columbus, Ohio. The initial Project boundary, shown in Appendix A, details the conceptual footprint of the approximately 2,500 acre project.

The purpose of this project is to harness the renewable energy of the sun in order to supply energy into the transmission and distribution power grid. The proposed construction brings with it the potential for roadway damages due to the increased construction traffic. This study has been prepared to satisfy the relevant portions of the Ohio Power Siting Board (OPSB) requirements specified in the Ohio Administrative Code, Sections 4906-4-06(F)(3) and 4906-4-06(F)(4).

Section 4906-4-06(F)(3) states: "The applicant shall evaluate and describe the anticipated impact to roads and bridges associated with construction vehicles and equipment delivery. Describe measures that will be taken to improve inadequate roads and repair roads and bridges to at least the condition present prior to the project."

Section 4906-4-06(F)(4) states: "The applicant shall list all transportation permits required for construction and operation of the project, and describe any necessary coordination with appropriate authorities for temporary or permanent road closures, lane closures, road access restrictions, and traffic control necessary for construction and operation of the proposed facility."

The following report is an initial construction route study and impact analysis.

Site Description

The Project is proposed on agricultural land just outside the limits of Columbus, Ohio. Due to the rural nature of the project, the surrounding roads are primarily County and Township maintained. With the exception of US Route 40 (Broad Street), the surrounding roads are undivided, two-lane plant mix and surface treated roads. The existing fields are relatively flat and rely on sheet flow to convey stormwater runoff from the Project Site. For this reason, few bridges or culverts exist in the area.

Adjacent Property

The properties adjacent to the Project area are mostly agricultural, industrial, and residential. The Darby Dan and Southwest Airports are private, operational air strip located within the area reviewed for this Project. However, the landowners have committed to decommissioning the air strips to populate the area with solar panels. The Project is not located in the floodplain. The Project is located in the Big Darby Accord (Accord), a multi-jurisdictional planning area covering the Franklin County portion of the nationally recognized Big Darby Watershed. The goal of the Accord is to preserve, protect, and improve, when possible, the Big Darby Watershed's unique ecosystem by utilizing the best available science, engineering, and land use planning practices. The Project must go through an extensive review process before any construction is approved. There are no planned direct discharges to any water courses associated with this Project.

According to Jim Ramsey, the Franklin County Highway and Drainage Engineer, there are a number of protected ditches with prescribed easements on the Project site that must be preserved. These ditches are shown in Appendix A – Exhibit 1.

It should also be noted that there are several industrial operations in the area. AGG Rok Materials is located approximately 12 miles east of the Project Boundary and Buckeye Ready Mix is located approximately 7 miles west of the Project boundary.

Transportation Access Points

Burns & McDonnell recommends, as a part of this preliminary study, the developer have six site access points for construction. The first recommended access point is on County Route 140 (Darby Creek Drive). This construction entrance will provide access to the northern portion of the Project site. There are two recommended construction accesses on County Route 11 (Alkire Road). These construction entrances will provide access to the middle portions of the Project site. There are two recommended construction access on County Route 12 (Murnan Road) and one recommended construction access on County Route 35 (Alton Road). The final recommended construction entrance is on County Route 135 (Kropp Road). While it is possible for the construction equipment, concrete, aggregate, supplies, and general construction traffic to approach the Project area from multiple directions, it is anticipated and recommended that the concentrated construction traffic will be limited to US Route 40 (Broad Street), County Route 140 (Darby Creek Drive), County Route 11 (Alkire Road), County Route 12 (Murnan Road), County Route 35 (Alton Road), and County Route 135 (Kropp Road). Proposed internal site access to the solar panel arrays is shown on Exhibit 1 in Appendix A. A standard level of care should be

taken to properly construct and sign the proposed construction entrances per the ODOT Traffic Control in Work Zone Standards. The jurisdictions associated with the public roads proposed for use during the Project shown in Appendix A, are:

Ohio Department of Transportation (DOT) – US Route 40 (Broad Street)

Franklin County – County Route 140 (Darby Creek Drive), County Route 11 (Alkire Road), County Route 135 (Kropp Road)

2.0 PRE-CONSTRUCTION ROADWAY CHARACTERISTICS

Existing Data

Existing data related to vehicle traffic volumes and crashes within the study area is defined on Exhibit 2 in Appendix A. The data was obtained from the ODOT Transportation Information Mapping System (TIMS), which is shown on Exhibit 3 in Appendix A. Annual Average Daily Traffic (AADT) for the State and County roads is listed within that data. A detailed capacity analysis was not completed for this study. However, field observation of the transportation network did not reveal any locations where traffic flow and/or capacity appeared to create undue delay for the traveling public.

Table 1 below summarizes the traffic conditions on the roads within the study area.

Table 1: Traffic Conditions			
Roadway Name	Lanes	Total Road Widths	AADT*
US Route 40 (Broad Street)	4	24' lanes, 3' shoulder	9511
County Route 140 (Darby Creek Drive)	2	18' lanes, 2' shoulder	1634
County Route 11 (Alkire Road)	2	19' lanes, 2' shoulder	2569
County Route 135 (Kropp Road)	2	21' lanes, 1' shoulder	1760
County Route 12 (Murnan Road)	2	18' lanes, 1' shoulder	658
County Route 35 (Alton Road)	2	19' lanes, 1' shoulder	990
County Route 3 (Norton Road)	2	21' lanes, no shoulder	5087
Township T-278 (Kunz Road)	2	19' lanes, no shoulder	1149
Township T-293 (Johnson Road)	2	15'-17' lanes, no shoulder	N/A
Township T-274 (Kuhlwein Road)	2	18' lanes, no shoulder	N/A

* AADT = Average Annual Daily Traffic

According to TIMS, there were over 40 accidents within the study area in 2019. This high number of accidents can be correlated to a higher population density in the area and the proximity to the City of Columbus. Of the 40 plus accidents, only two were fatal. The majority of the accidents were property damage only.

The roadways within the Project area have adequate sight distance along their alignments, are in rural areas, and, with the exception of US Route 40 (Broad Street), do not carry a high volume of traffic. There are two newly constructed roundabouts in the Project vicinity located at the intersection of County Route 140 (Darby Creek Drive) and County Route 35 (Alkire Road) and at the intersection of Township T-293 (Johnson Road) and County Route 3 (Norton Road). The

roundabouts have a turn radius of approximately 60-feet and tractor trailers should not have an issuing maneuvering through them.

School Bus Route and Mass Transit Systems

The public-school district for the Project area is the South-Western Local School District. There are multiple schools in the district, a majority of which are located approximately 2 miles east of the Project boundary. Pleasant View Middle School is located just south of the Project boundary. The Transportation Supervisor is Tim Cox and the Route Supervisor is Krista Parkey. Mr. Cox and Ms. Parkey request that deliveries for the Project only occur between 9:30AM and 2:00PM to the maximum extent possible during the school year. There is a school zone on County Route 135 (Kropp Road) requiring a 20-mph speed limit when flashing.

There are no rail or bus mass transit systems in the Project area.

Route Load Bearing, Structural Rating and Other Route Restrictions

A field review of existing conditions along the roads within the Project area was conducted by Burns & McDonnell on November 3 and 4, 2020.

Road and Bridge Load Posting Restrictions

As shown in Appendix A, there are five (5) bridges along the roads evaluated for this study. However, there are no bridges along the routes proposed as haul routes. Bridge number 2531178 is located on County Route 11 (Alkire Road). Bridge 2531437 is located on County Route 3 (Norton Road). Bridges 2531216, 2534827, and 2534185 are located on Township T-278 (Kunz Road). All bridges appear to be in good condition. There are no weight-restricted bridges.

There are no temporary or permanently load restricted roads in the Project area.

Road Surface Type and Conditions

The road surface types along the Project transportation routes are all asphalt. Table 2 summarizes the road conditions within the study area.

Table 2: Road Conditions	
Roadway Name	Road Condition
US Route 40 (Broad Street)	State maintained plant mix surface, good condition. 4 lane divided highway
County Route 140 (Darby Creek Drive)	County maintained plant mix, good condition, 2 foot paved shoulder, crosswalks for Big Darby Creek Walking/Biking Trail along road
County Route 11 (Alkire Road)	County maintained plant mix, good condition, crosswalks for Big Darby Creek Walking/Biking Trail along road
County Route 135 (Kropp Road)	County maintained plant mix, good condition, school zone on road
County Route 12 (Murnan Road)	County maintained plant mix, good condition, tar cracking sealing, residential area
County Route 35 (Alton Road)	County maintained plant mix, good condition
County Route 3 (Norton Road)	County maintained plant mix, fair condition, reflective cracking and multiple patches along roadway
Township T-278 (Kunz Road)	Township maintained chip and seal, good condition, minor reflective cracking
Township T-293 (Johnson Road)	Township maintained chip and seal, fair condition, narrow road with cracking shoulder
Township T-274 (Kuhlwein Road)	Township maintained chip and seal, fair condition, narrow road with multiple cracks

The roadways within the study area are generally well-maintained rural routes. To the maximum extent possible, construction traffic should utilize US Route 4 (Broad Street), County Route 140 (Darby Creek Drive), County Road 11 (Alkire Road), and County Road 135 (Kropp Road).

County Route 12 (Murnan Road) is a more residential road with tar crack sealing. County Route 35 (Alton Road) and County Route 3 (Norton Road) are county routes that can handle construction traffic but should only be used if absolutely necessary. County Route 3 (Norton Road) is in fair condition and exhibits reflective cracking with multiple patch repairs. If used, County Route 3 (Norton Road) should be closely monitored to verify that no further cracking or potholes form during construction. Township T-278 (Kunz Road), Township T-293 (Johnson Road), and Township T-274 (Kuhlwein Road) are narrow, residential township roads. All the routes in the area, with the exception of County Route 3 (Norton Road), do not appear to exhibit any underlying issues, but rather normal aging that requires routine maintenance.

Steve Buskirk, the Utilities Supervisor for Franklin County, recommends the developer and the County prepare a bond, surety bond, or letter of credit prior construction to address potential

issues with the existing roads. Based on the findings of this study, there are no significant concerns for use of the existing roads for this Project from a transportation perspective.

Overhead Clearance

There are no overhead clearance issues in the Project boundary. There are no anticipated clearance issues with overhead electric crossings and tree overhang locations since the construction vehicles for the Project will be legal heights and no intersection improvements are proposed.

3.0 PROJECT IMPACTS TO THE TRANSPORTATION NETWORK

Projected Future Traffic Conditions

While construction vehicles are traveling through the Project area and along delivery route roadways, the existing traffic may experience minor delays to allow for the safe passage of these vehicles.

A Road Use Maintenance Agreements (RUMA) presented in the form of a bond, surety bond, or letter of credit agreement is required for Franklin County. A single RUMA will be prepared for the entire project. During development of the RUMA, the developer or the developer's designee will coordinate with Franklin County to determine the applicable thresholds and procedures for implementing appropriate work zone measures for the safety of the commuting public and members of the construction team. As part of the bond, surety bond, or letter of credit agreement, pre-construction road conditions are summarized in this report and can also be supplemented further with additional documentation. Existing conditions photos can be found in Appendix B. Procedures for corrective action on any damaged elements of the roadway caused by vehicle trips generated by the construction of the site will be developed during this RUMA process.

An estimate of projected construction traffic for the project is shown in Table 3. The construction traffic estimates are based on Burns & McDonnell's experience with similar utility-scale solar projects.

Table 3: Estimated Project Construction Traffic		
Item	Count	Assumptions
Concrete Trucks	200	8 CY/Truck, 20 CY/Inverter Pad
Equipment Delivery Tractor Trailers	3100	Array parts, piles, modules, cables, miscellaneous equipment, mobilization/demobilization
Box Trucks	160	Assumed 7 deliveries/week for 6 months
Total Craft	640	90 carpenters, 22 operators, 8 laborers, 40 electricians

Roadway widths may be a challenge for construction traffic. Drivers should be encouraged to stay on the pavement surface to minimize rutting of the shoulders and rutting or heaving of the pavement along the edges. Cold and wet conditions that correspond to winter construction could lead to premature pavement failures that would require remediation by the developer.

During operation and maintenance, the facility will not generate a significant volume of traffic. Therefore, projected additional future traffic will be negligible and improvements to the road system are not necessary to accommodate projected traffic operations.

Adequacy of the Road System to Accommodate Projected Construction Traffic

Preconstruction and Approach

Truck load assumptions are based on typical solar projects and initial project specifications provided by the applicant. The recommended and planned construction entrances access the Project site from roadways that appear to be well maintained and structurally sound, therefore no improvements beyond the construction entrance is required for access. An extra wide construction entrance should be utilized to support the roadway edge of pavement and allow for the wide swing of the trucks, allowing them to stay on the paved surface throughout the entire turn movement into the site. Particular attention should be given to the intersections, where the larger tractor trailers tend to track off the pavement. These shoulder areas deteriorate quickly under the construction loadings. Other transport roads within the study area do not appear to exhibit any obvious structural issues, beyond those requiring routine maintenance.

During development of the RUMA the developer will coordinate with Franklin County to determine any pre-construction road maintenance needed. There do not appear to be any areas of significant concern on the existing roads identified as the haul route.

Construction

It is anticipated that the construction traffic will consist of WB-50s (8.5 feet wide x 42.5 feet long x 10 feet high), standard concrete trucks, standard dump trucks, and pick-up trucks. One overweight permit, submitted to Franklin County, is expected for this Project for transport and delivery of the transformer. The construction traffic, apart from the transformer delivery, should be legally loaded and not oversized.

Road deterioration will need to be monitored during construction and reviewed again upon completion of construction to determine if repairs are required. Roads will be returned to pre-construction conditions or better. If work is scheduled during favorable weather patterns, the pavement structure remains supported along the edges, construction traffic is kept to the

construction entrances noted in the report and off of the shoulders of the road, there should be minimal remedial asphalt removal, subgrade compaction, or asphalt patching required.

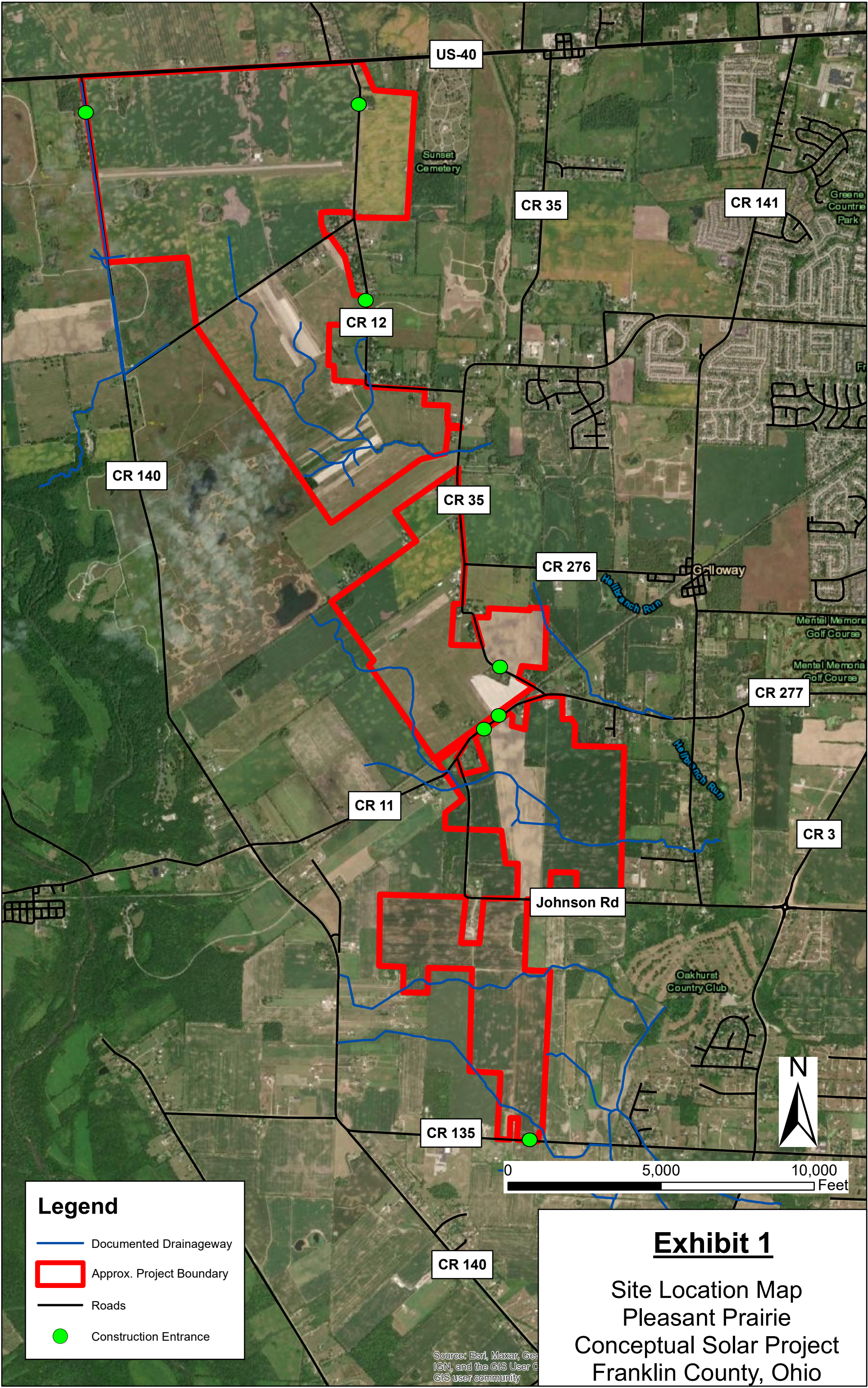
Traffic and Transportation Mitigation Measures

All roads should be monitored during construction for potholing and deterioration of the pavement to verify that they are safe for general construction and local roadway traffic. The volume and weight of the general construction traffic may cause accelerated distress that could require temporary repair, especially at the construction entrances. Constant monitoring of the roadway conditions is vital to minimizing damages. Identifying an issue and taking immediate temporary corrective action prior to failure can dramatically reduce final repair costs. After completion of construction activities, the temporary corrective measure may need to be removed and replaced with a permanent solution. Repairing the roadways to address pot holding, shoulder over-tracking, etc, to pre-construction conditions will be part of the RUMA.

Road Use and Restoration Agreements

Special hauling permits, with the exception of transformer delivery, are not anticipated for the Project because the construction vehicles will be legal heights, widths, and weights. An overweight permit will likely be required for delivery of the Transformer. As previously stated, a bond, surety bond, or letter of credit agreement is required with Franklin County where the County roads are being used for delivery of equipment. There are no temporary or permanent road closures, lane closures, or road access restrictions expected with this Project. All necessary traffic control for construction and operation of the proposed facility shall be in accordance with ODOT standards and specifications. All project impacts, including Construction Access Permits, will be included in the RUMA developed with Franklin County. Construction accesses must meet the requirements of the Access Management Program as defined by Franklin County.

APPENDIX A - SITE LOCATION/ROAD STUDY MAP



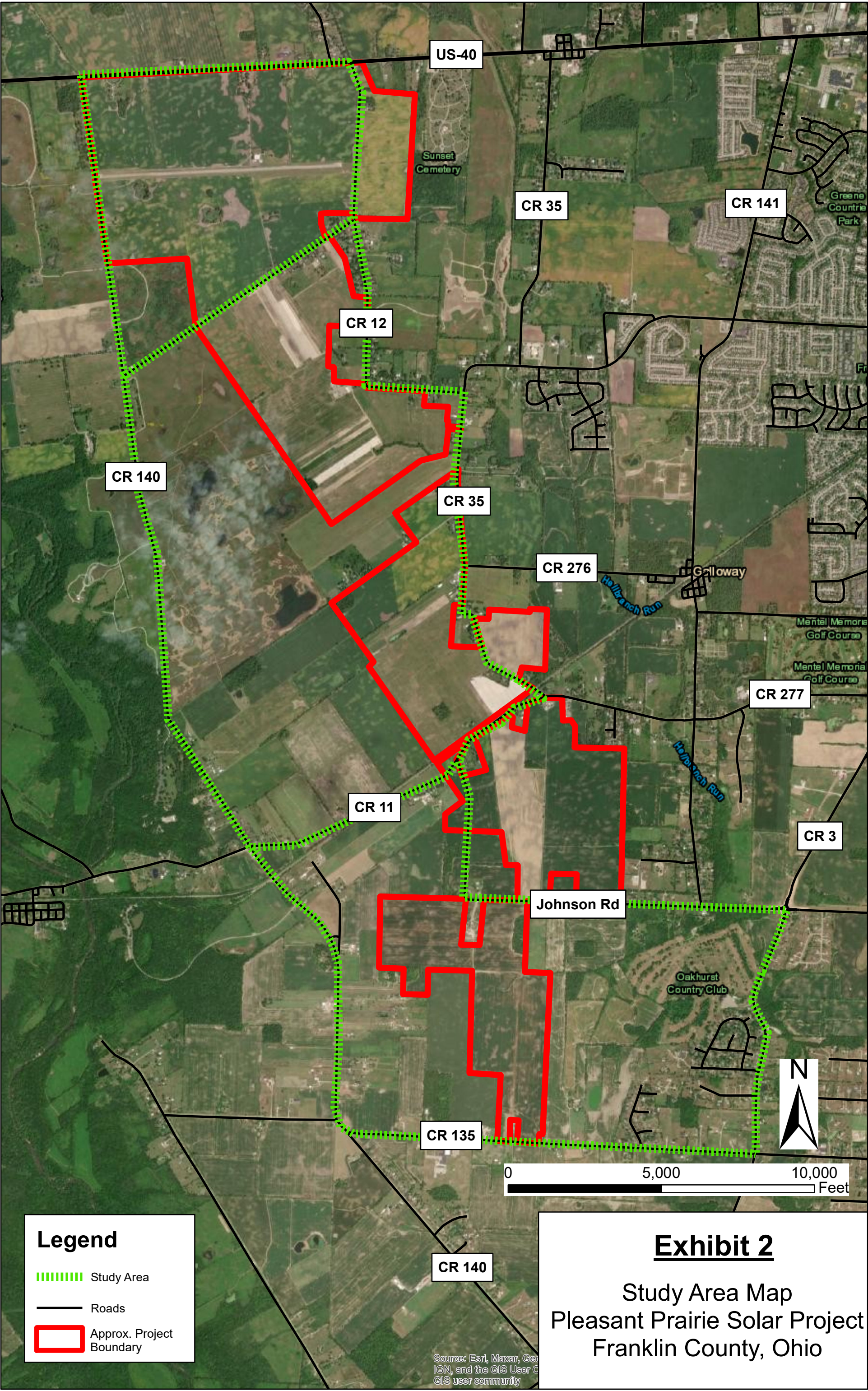
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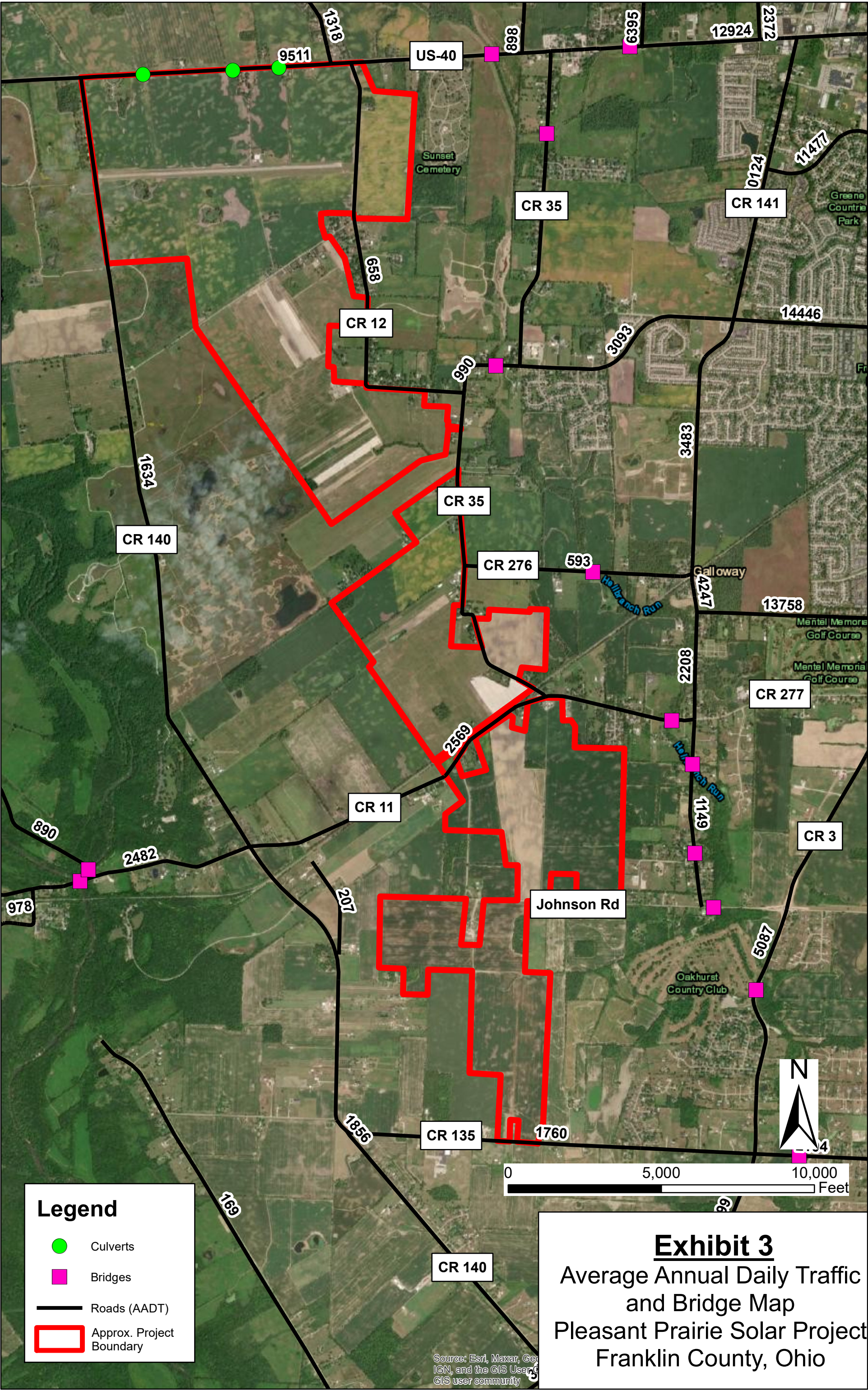
- Documented Drainageway
- Approx. Project Boundary
- Roads
- Construction Entrance

Exhibit 1

Site Location Map
Pleasant Prairie
Conceptual Solar Project
Franklin County, Ohio

Source: Esri, Maxar, Geo
IGN, and the GIS User C
GIS user community





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Exhibit 4

Local Contacts
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APPENDIX B - SITE PHOTOS

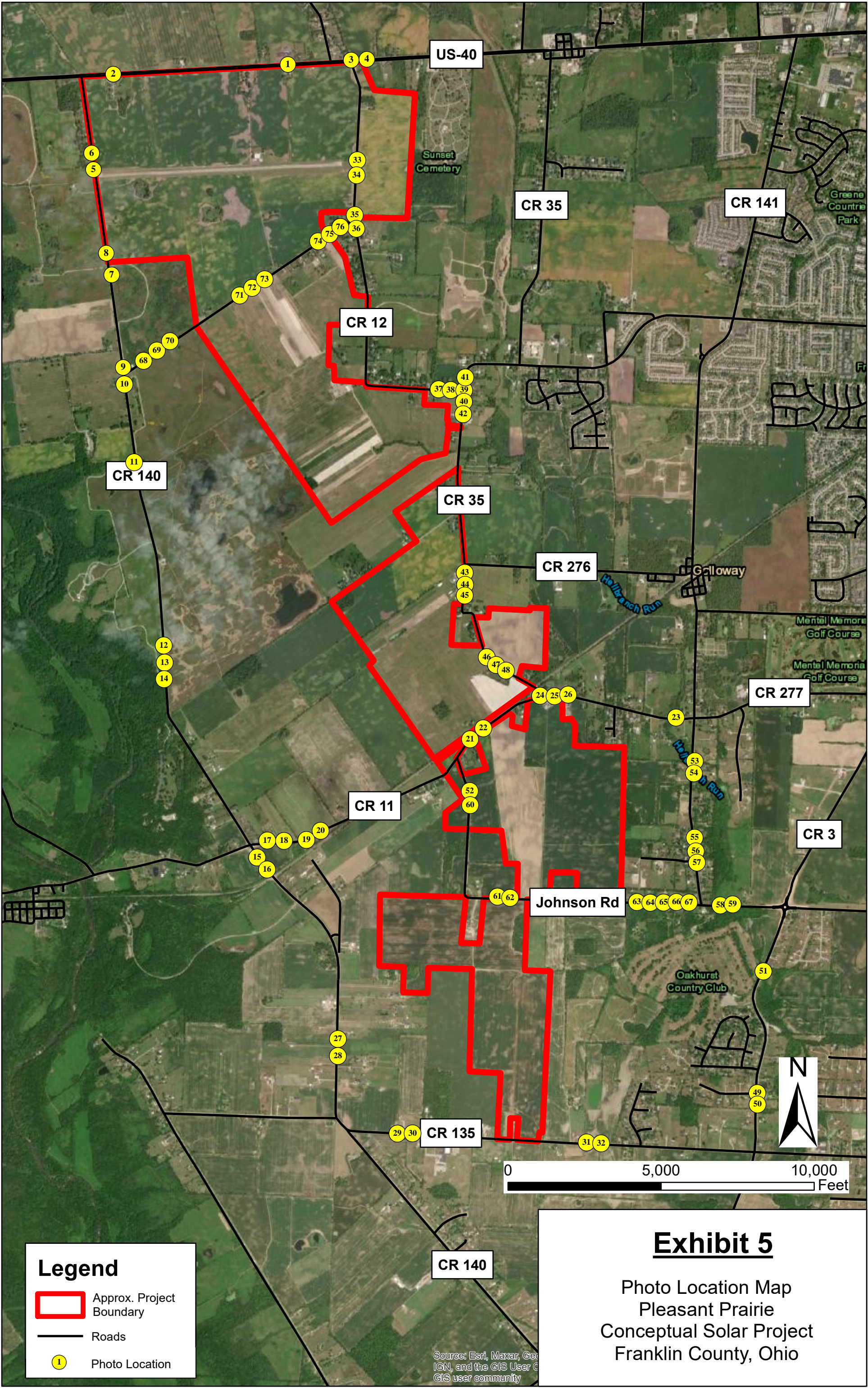
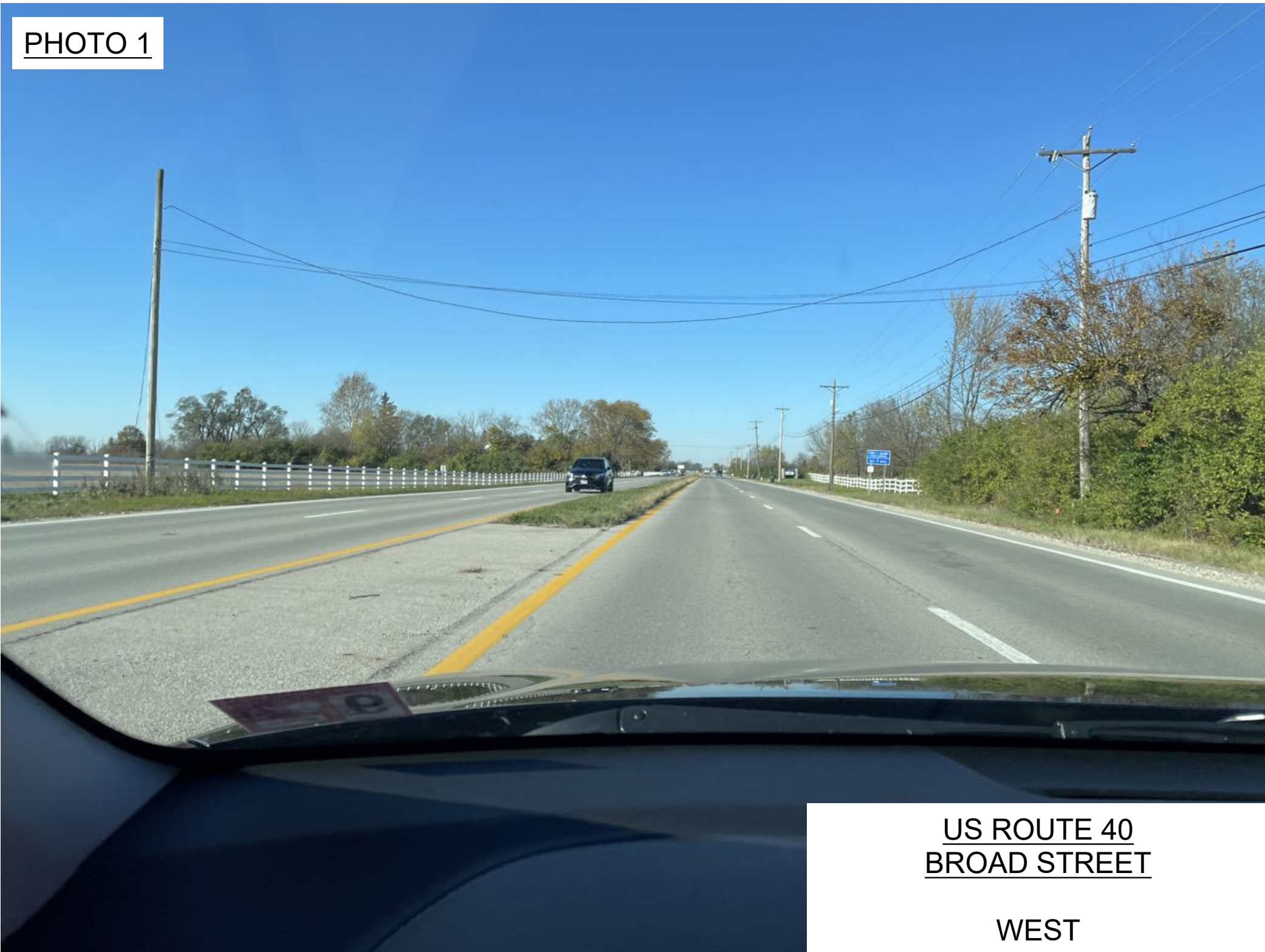


PHOTO 1



US ROUTE 40
BROAD STREET

WEST

PHOTO 2



US ROUTE 40
BROAD STREET

WEST

PHOTO 3



US ROUTE 40
BROAD STREET

EAST

PHOTO 4

US ROUTE 40
BROAD STREET

WEST

PHOTO 5



COUNTY ROUTE 140
DARBY CREEK DRIVE

SOUTH

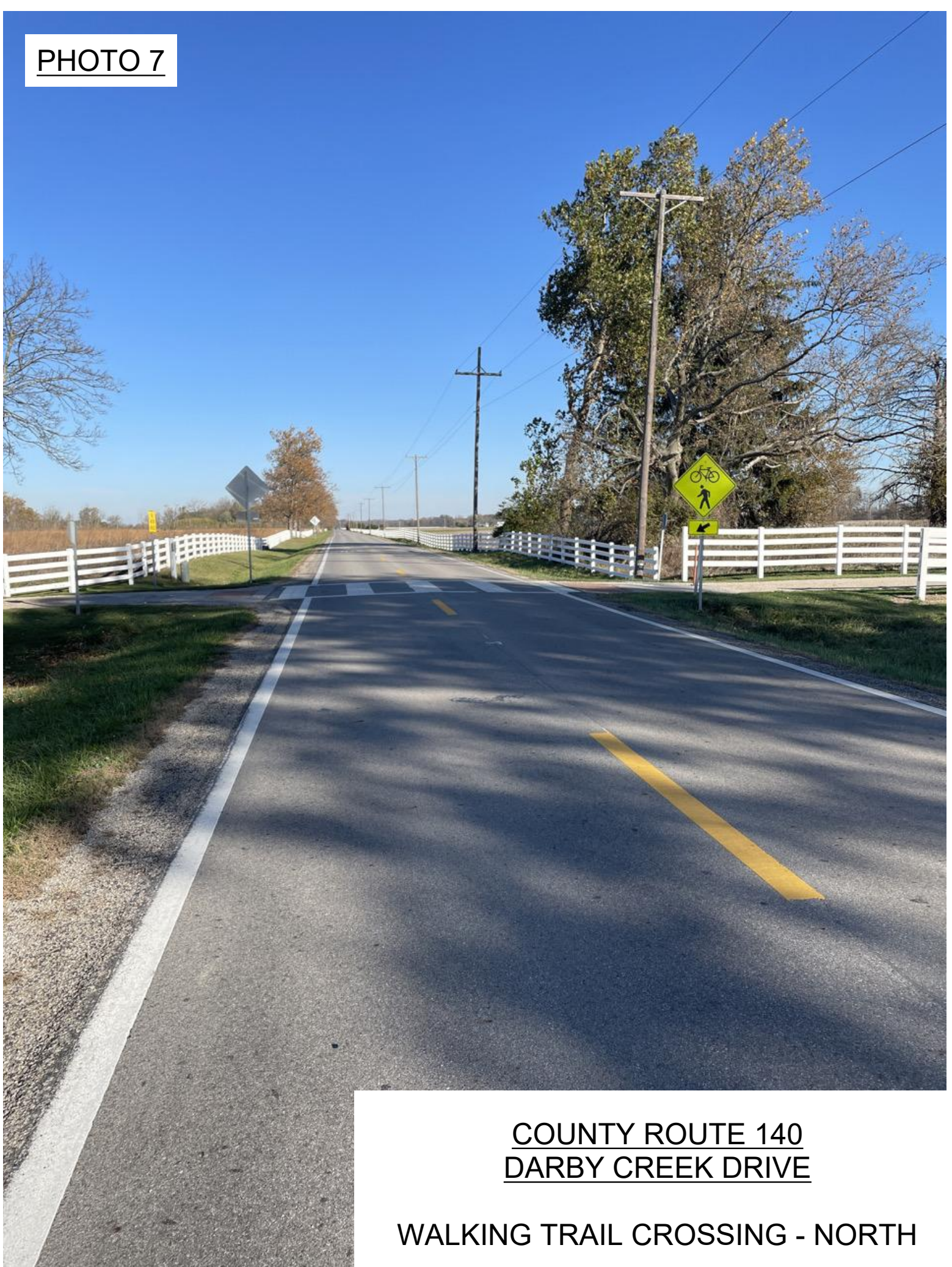
PHOTO 6



COUNTY ROUTE 140
DARBY CREEK DRIVE

NORTH

PHOTO 7



COUNTY ROUTE 140
DARBY CREEK DRIVE

WALKING TRAIL CROSSING - NORTH

PHOTO 8



COUNTY ROUTE 140
DARBY CREEK DRIVE

WALKING TRAIL CROSSING - SOUTH

PHOTO 9



COUNTY ROUTE 140
DARBY CREEK DRIVE

NORTH

PHOTO 10



COUNTY ROUTE 140
DARBY CREEK DRIVE

SOUTH

PHOTO 11

COUNTY ROUTE 140
DARBY CREEK DRIVE

WALKING TRAIL CROSSING

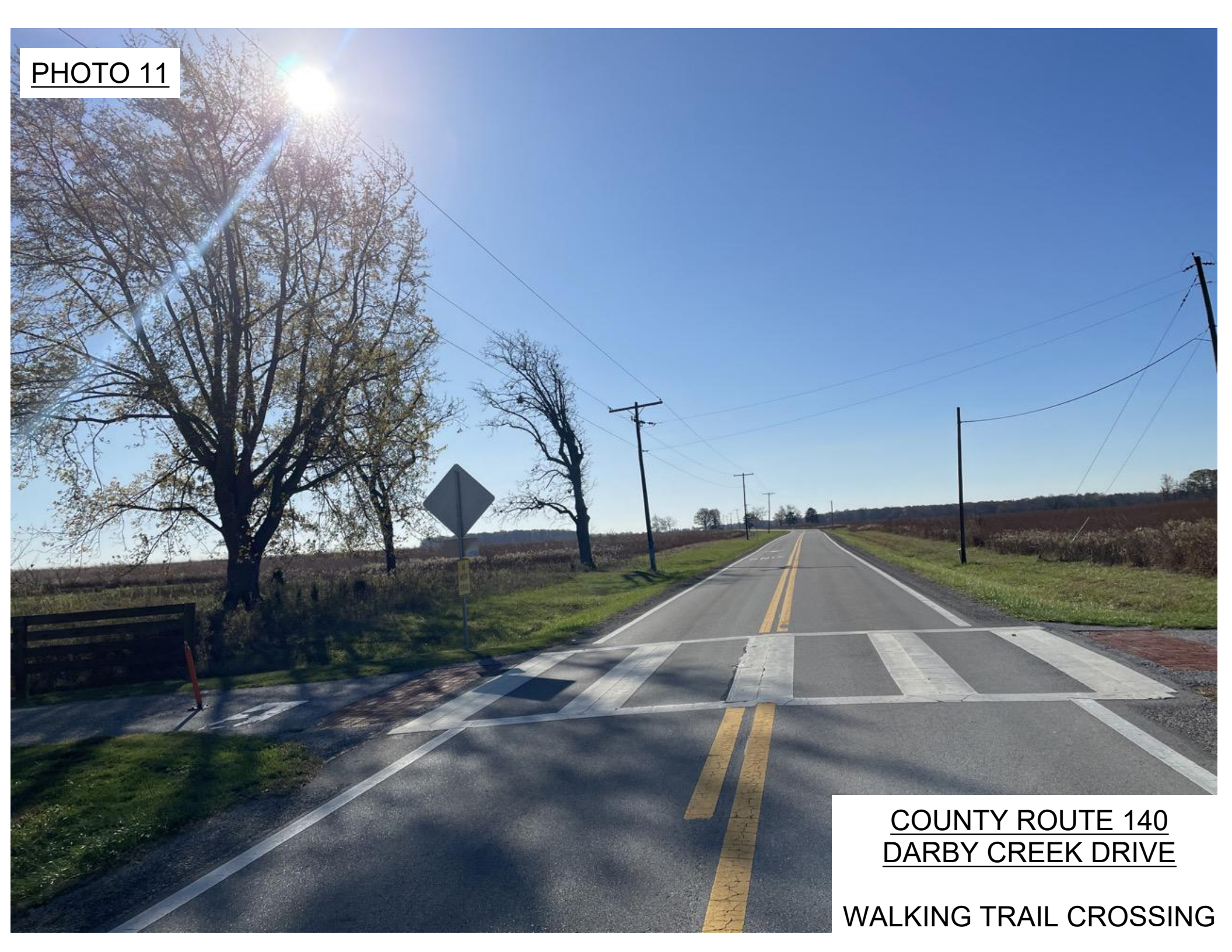


PHOTO 12



COUNTY ROUTE 140
DARBY CREEK DRIVE

SOUTH

PHOTO 13



COUNTY ROUTE 140
DARBY CREEK DRIVE

NORTH

PHOTO 14



COUNTY ROUTE 140
DARBY CREEK DRIVE

NORTH SHOULDER

PHOTO 15



COUNTY ROUTE 140
DARBY CREEK DRIVE

ROUNDAABOUT - SOUTH

PHOTO 16



COUNTY ROUTE 140
DARBY CREEK DRIVE

ROUNDAABOUT - NORTH

PHOTO 17



COUNTY ROUTE 11
ALKIRE ROAD

ROUNDBABOUT - EAST

PHOTO 18



COUNTY ROUTE 11
ALKIRE ROAD

ROUNDBOUT - WEST

PHOTO 19



COUNTY ROUTE 11
ALKIRE ROAD

ROUNDAABOUT - WEST

PHOTO 20



COUNTY ROUTE 11
ALKIRE ROAD

EAST

PHOTO 21



COUNTY ROUTE 11
ALKIRE ROAD

WEST

PHOTO 22



COUNTY ROUTE 11
ALKIRE ROAD

EAST

PHOTO 23



COUNTY ROUTE 11
ALKIRE ROAD

BRIDGE 2531178

PHOTO 24



COUNTY ROUTE 11
ALKIRE ROAD

EAST

PHOTO 25



COUNTY ROUTE 11
ALKIRE ROAD

WEST

PHOTO 26



COUNTY ROUTE 11
ALTON ROAD

NORTHWEST

PHOTO 27



COUNTY ROUTE 135
KROPP ROAD

NORTH

PHOTO 28



COUNTY ROUTE 135
KROPP ROAD

SOUTH

PHOTO 29



COUNTY ROUTE 135
KROPP ROAD

WEST

PHOTO 30



COUNTY ROUTE 135
KROPP ROAD

EAST

PHOTO 31



COUNTY ROUTE 135
KROPP ROAD

EAST

PHOTO 32



COUNTY ROUTE 135
KROPP ROAD

WEST

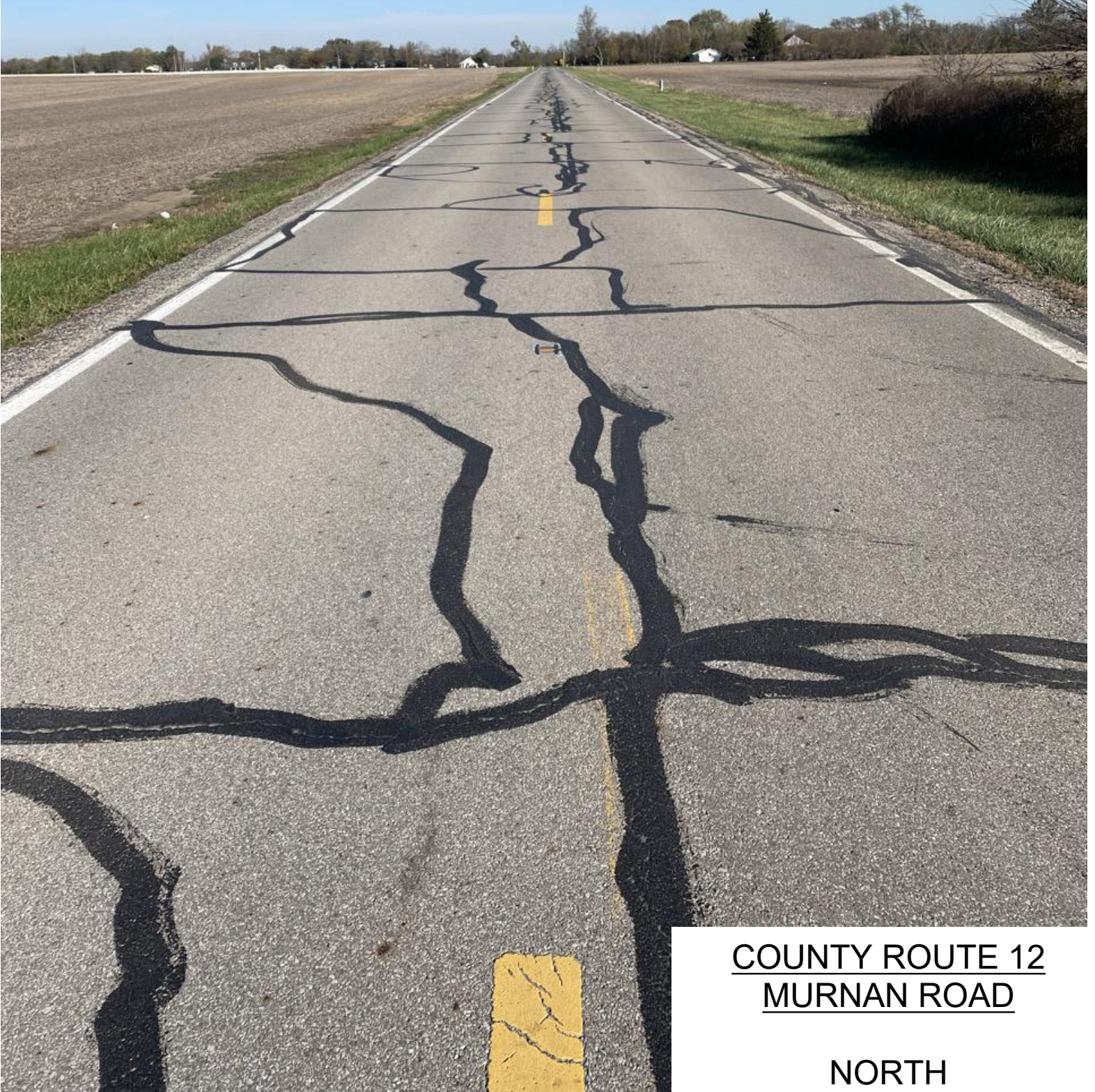
PHOTO 33



COUNTY ROUTE 12
MURNAN ROAD

SOUTH

PHOTO 34



COUNTY ROUTE 12
MURNAN ROAD

NORTH

PHOTO 35

COUNTY ROUTE 12
MURNAN ROAD

SOUTH

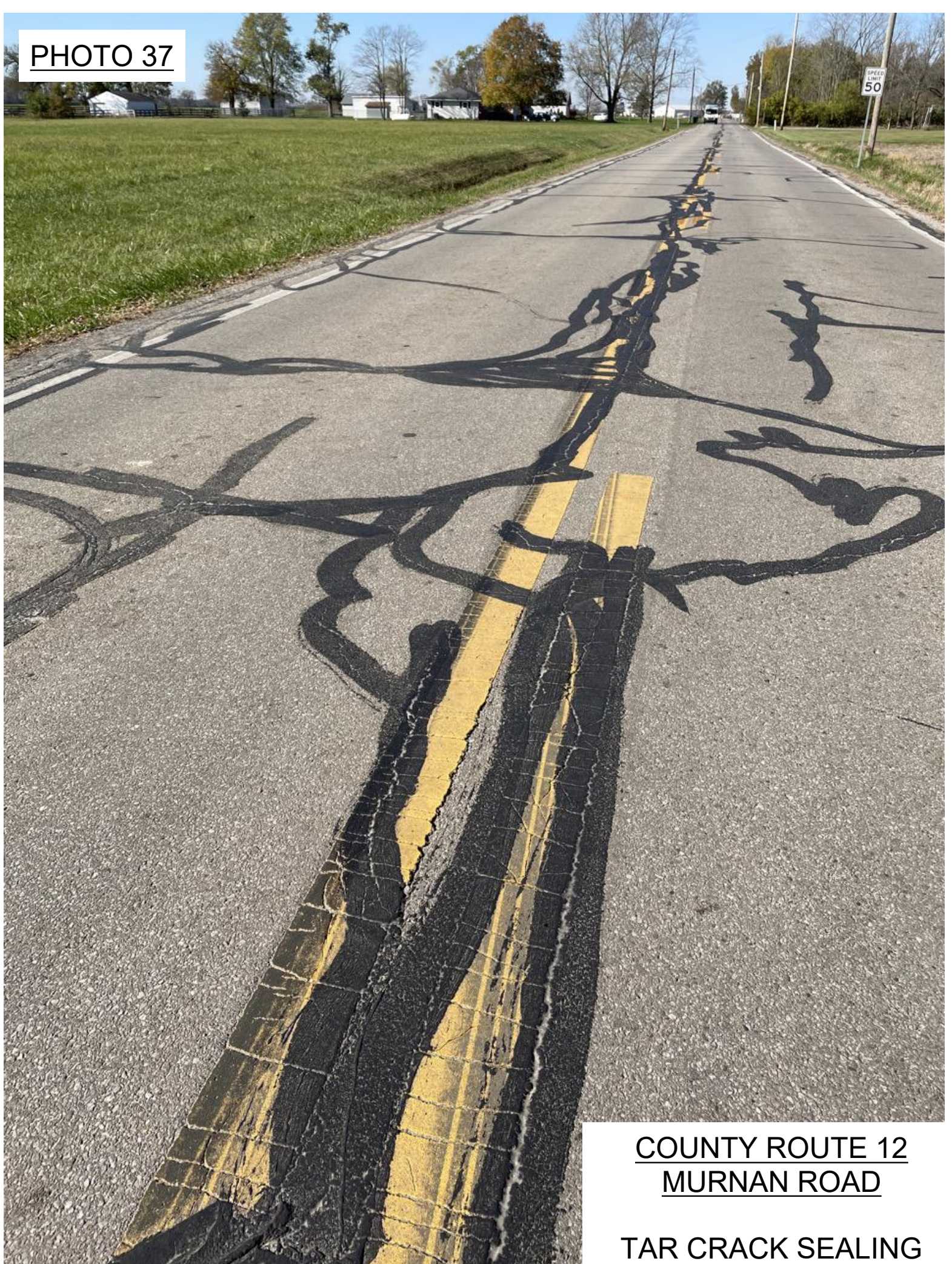
PHOTO 36



COUNTY ROUTE 12
MURNAN ROAD

NORTH

PHOTO 37



COUNTY ROUTE 12
MURNAN ROAD

TAR CRACK SEALING

PHOTO 38



COUNTY ROUTE 12
MURNAN ROAD

WEST

PHOTO 39



COUNTY ROUTE 12
MURNAN ROAD

EAST

PHOTO 40



COUNTY ROUTE 35
ALTON ROAD

SOUTH

PHOTO 41



COUNTY ROUTE 35
ALTON ROAD

NORTH

PHOTO 42



COUNTY ROUTE 35
ALTON ROAD

DROP INLET

PHOTO 43



COUNTY ROUTE 35
ALTON ROAD

NORTH

PHOTO 44



COUNTY ROUTE 35
ALTON ROAD

CRACKING

PHOTO 45



COUNTY ROUTE 35
ALTON ROAD

SOUTH

PHOTO 46



COUNTY ROUTE 35
ALTON ROAD

NORTH

PHOTO 47



COUNTY ROUTE 35
ALTON ROAD

CRACKING

PHOTO 48



COUNTY ROUTE 35
ALTON ROAD

SOUTH

PHOTO 49



COUNTY ROUTE 3
NORTON ROAD

NORTH

PHOTO 50



COUNTY ROUTE 3
NORTON ROAD

SOUTH

PHOTO 51



COUNTY ROUTE 3
NORTON ROAD

BRIDGE 2531437 - SOUTH

PHOTO 52



TOWNSHIP T-293
JOHNSON ROAD

NORTH

PHOTO 53



TOWNSHIP T-278
KUNZ ROAD

BRIDGE 2531216 - SOUTH

PHOTO 54



TOWNSHIP T-278
KUNZ ROAD

BRIDGE 2531216

PHOTO 55



TOWNSHIP T-278
KUNZ ROAD

BRIDGE 2534827

PHOTO 56



TOWNSHIP T-278
KUNZ ROAD

BRIDGE 2534827 - NORTH

PHOTO 57



TOWNSHIP T-278
KUNZ ROAD

BRIDGE 2534827 - SOUTH

PHOTO 58



TOWNSHIP T-293
JOHNSON ROAD

BRIDGE 2534185 - WEST

PHOTO 59



TOWNSHIP T-293
JOHNSON ROAD

BRIDGE 2534185 - EAST

PHOTO 60



TOWNSHIP T-293
JOHNSON ROAD

SOUTH

PHOTO 61



TOWNSHIP T-293
JOHNSON ROAD

EAST

PHOTO 62



TOWNSHIP T-293
JOHNSON ROAD

WEST

PHOTO 63



TOWNSHIP T-293
JOHNSON ROAD

WEST

PHOTO 64



TOWNSHIP T-293
JOHNSON ROAD

CRACKING SHOULDER

PHOTO 65



TOWNSHIP T-293
JOHNSON ROAD

EAST

PHOTO 66



TOWNSHIP T-293
JOHNSON ROAD

EAST TO ROUNDABOUT

PHOTO 67



TOWNSHIP T-293
JOHNSON ROAD

WEST

PHOTO 68



TOWNSHIP T-274
KUHLWEIN ROAD

EAST

PHOTO 69



TOWNSHIP T-274
KUHLWEIN ROAD

WEST

PHOTO 70



TOWNSHIP T-274
KUHLWEIN ROAD

CRACKING

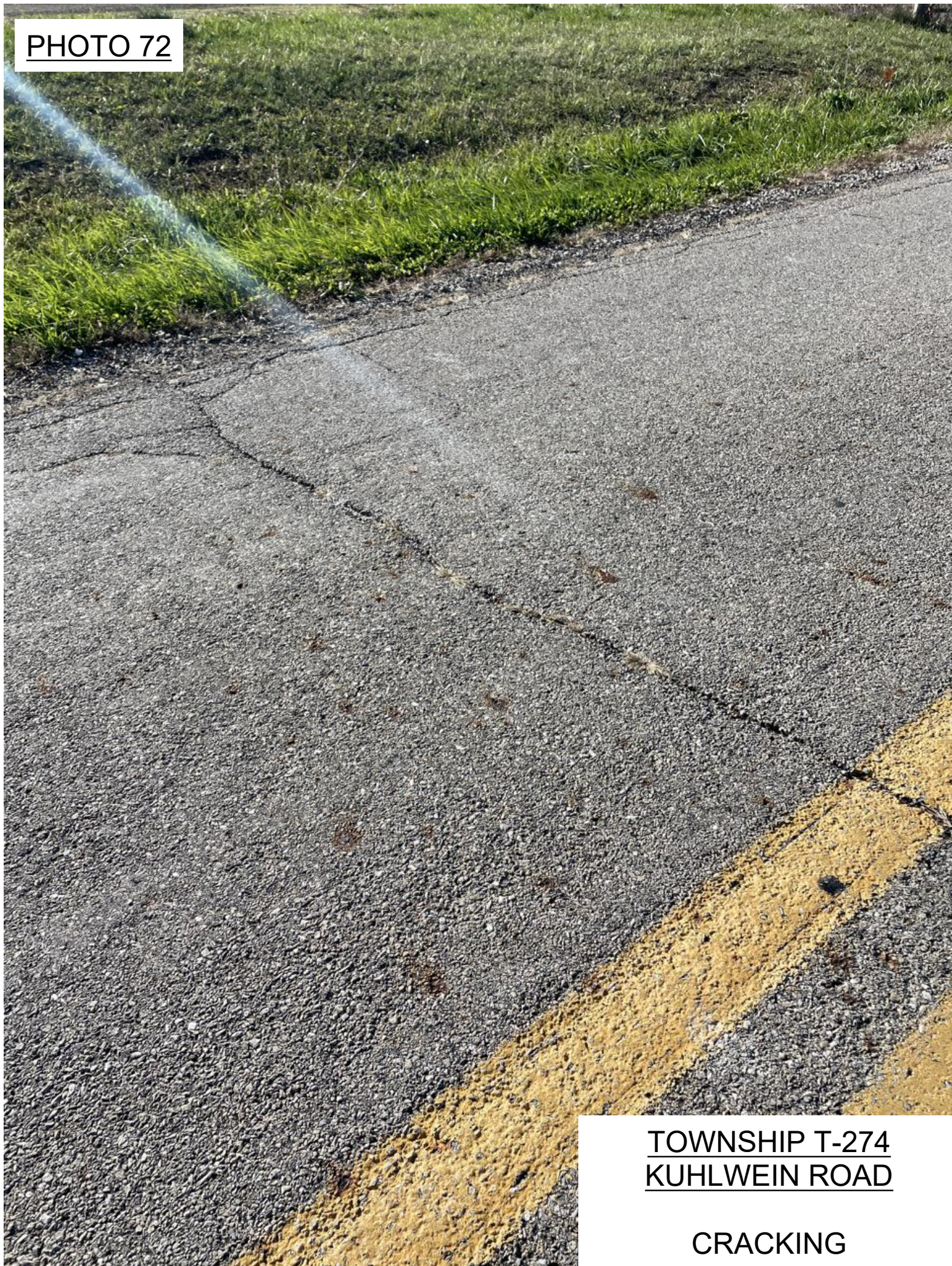
PHOTO 71



TOWNSHIP T-274
KUHLWEIN ROAD

WEST

PHOTO 72



TOWNSHIP T-274
KUHLWEIN ROAD

CRACKING

PHOTO 73



TOWNSHIP T-274
KUHLWEIN ROAD

EAST

PHOTO 74



TOWNSHIP T-274
KUHLWEIN ROAD

EAST

PHOTO 75



TOWNSHIP T-274
KUHLWEIN ROAD

CRACKING

PHOTO 76



TOWNSHIP T-274
KUHLWEIN ROAD

WEST

APPENDIX C – BOND, SECURITY BOND, LETTER OF CREDIT EXAMPLES

IRREVOCABLE LETTER OF CREDIT

Borrower:

Lender:

Beneficiary: FRANKLIN COUNTY ENGINEERS OFFICE
970 DUBLIN ROAD
COLUMBUS, OH 43215

NO.: 1054210451385

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on _____ and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of _____ (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: DRAFTS TO BE ACCOMPANIED BY THE FOLLOWING DOCUMENT(S): 1) BENEFICIARY'S STATEMENT SIGNED BY ONE PURPORTING TO BE AN AUTHORIZED SIGNER OF THE FRANKLIN COUNTY ENGINEERS OFFICE STATING ROMANELLI AND HUGHES BUILDING COMPANY HAS FAILED TO COMPLETE INFRASTRUCTURE IMPROVEMENTS FOR _____ ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER The Park National Bank IRREVOCABLE LETTER OF CREDIT NO. 1054210451385 DATED _____ and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Ohio.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

AUTOMATIC RENEWAL. It is a condition of this Letter of Credit that it shall be automatically extended without amendment for one (1) year from the expiration date hereof or any future expiration date unless at least (30) days prior to such expiration date, we notify you by certified mail or

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 1054210451385

Page 2

hand delivered courier, that we elect not to renew this Letter of Credit for any such additional period.

Dated: _____

LENDER:

THE PARK NATIONAL BANK

By: _____

Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

Bond No.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Company Name and address
200, Dublin OH 43017 as Principal, and International Fidelity Insurance Company, a corporation organized and existing under the laws of the State of New Jersey and authorized to transact business in the state of Ohio, as Surety, are held and firmly bound unto the Franklin County Engineer, 970 Dublin Road, Columbus OH 43215, as Obligee, in the penal sum SEVEN HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED TEN AND 32/100 (\$766,410.32) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or have constructed the Project Name

Project Name

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 28h day of August, 2019.

Company Name

Principal

Signature

International Fidelity Insurance Company
Surety

Signature

Attorney-in-Fact

SURETY BOND
(Right of Way Bond)

Bond # 9300746

Project Location: 1100 W King Ave to 1969 Kenny Road

KNOW ALL MEN BY THESE PRESENTS THAT _____
hereinafter called the Principal, and _____,
hereinafter called the Surety, are held and firmly bound unto Franklin County Engineer,
in the sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, to the payment
of which sum, well and truly to be made, and said Principal and the Surety bind
themselves, their successors, heirs, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the said Principal has obtained from the Franklin County Engineer,
a permit to excavate, trench, bore, or tunnel under rights-of-way under the jurisdiction of
1100 W King Ave to 1969 Kenny Road; and

WHEREAS, a surety company bond is required of said Principal to guarantee the
proper restoration and replacement of street rights-of-way in accordance with the plans
and specifications and within the time specified for such completion; then this obligation
shall be void at the expiration of the maintenance period of 1 years or until formally
released therefrom, otherwise to remain in full force and effect.

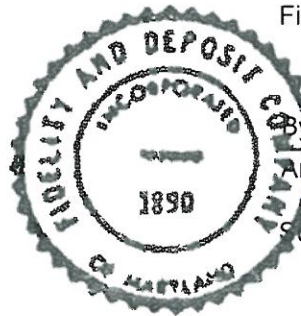
SIGNED, SEALED, AND DATED this 30th day of April, 2019.

Danbert, Inc.

By: _____

Principal

Fidelity and Deposit Company of Maryland



By: _____

Amy M. Perdue

Attorney-in-Fact

Surety

Surety Phone No.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gregory R. OVERMYER, Stephanie M. WHITE, Amy M. PERDUE, Jack KEHL and David CATANESE, all of Columbus, Ohio, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 30th day of April, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 30th day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of April, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2018

ASSETS

Bonds	\$ 245,255,635
Stocks	22,855,569
Cash and Short Term Investments	3,092,872
Reinsurance Recoverable	73,242,781
Federal Income Tax Recoverable	42,258
Other Accounts Receivable	4,801,363
TOTAL ADMITTED ASSETS	\$ 349,290,278

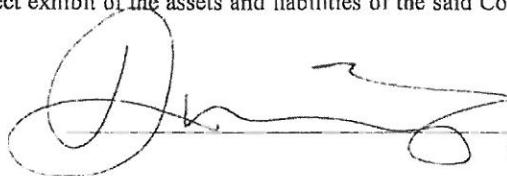
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 106,785
Ceded Reinsurance Premiums Payable	46,727,605
Remittances and Items Unallocated	125,000
Payable to parents, subs and affiliates	28,621,373
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 75,580,762
Capital Stock, Paid Up	\$ 5,000,000
Surplus	268,709,716
Surplus as regards Policyholders	273,709,716
TOTAL	\$ 349,290,478

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

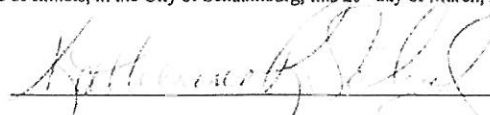
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20th day of March, 2019.


Notary Public



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



Certificate of Compliance

Issued 03/22/2019

Effective 04/02/2019

Expires 04/01/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines	Workers Compensation
Boiler & Machinery	
Burglary & Theft	
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Homeowners	
Other Liability	
Surety	

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$349,290,478, liabilities in the amount of \$75,580,762, and surplus of at least \$273,709,716.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

A handwritten signature in cursive script, appearing to read "Jillian Froment".

Jillian Froment, Director





CREATE AMAZING.

www.burnsmcd.com

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/19/2021 12:48:27 PM

in

Case No(s). 20-1679-EL-BGN

Summary: Application - 16 of 25 (Exhibit M - Conceptual Traffic and Road Impact and Analysis Report) electronically filed by Christine M.T. Pirik on behalf of Pleasant Prairie Solar Energy LLC