



Memorandum

To: Mr. Sean Flannery, Ball Hill Wind Energy, LLC

Date: November 15, 2018

From: Zach Kaiser, Michael Morgante

Re: Ball Hill Wind Energy Project's Net Conservation Benefit Plan

This memo contains information pertaining to bat minimization and mitigation requirements associated with the Ball Hill Wind Energy Project's (Project's) Net Conservation Benefit Plan related to the Joint Permit Application (JPA) at the proposed Project located in Chautauqua County, New York.

A. Background Information

Ball Hill Wind Energy, LLC (Ball Hill), an affiliate of Renewable Energy Systems Americas Inc., is continuing the development of the Project. This Project will be constructed and operated in the towns of Villenova and Hanover in Chautauqua County, located in western New York. The Project will include the installation and operation of up to 29 wind turbines within an estimated 9,700-acre Project area. There will be 23 turbines in the town of Villenova and six in the town of Hanover. The 23 turbines in Villenova will be taller with a maximum tip height of 599 feet above ground level, while the six turbines in Hanover will have a maximum tip height of 499 feet above ground level. Generation capacity is estimated to be approximately 100 megawatts (MW). Ball Hill submitted a JPA related to wetlands and other permits in May 2017 and discussions have continued. The New York State Department of Environmental Conservation (NYSDEC) previously indicated to Ball Hill that they would bifurcate the review of a wildlife incidental take permit application from the review of the wetlands and construction-related permits. However, NYSDEC requested information related to the incidental take permit application and indicated during a meeting on July 11, 2017, their preference to complete the reviews concurrently, if practicable. This memorandum provides supplemental information to the JPA as it pertains to coverage under the Codes, Rules and Regulations of the State of New York, Title 6, Department of Environmental Conservation, Chapter I. Fish and Wildlife, Subchapter J. Miscellaneous Regulations, Part 182. Endangered and Threatened Species of Fish and Wildlife; Species of Special Concern; Incidental Take Permits.

B. Take Risk to Bats from Wind Project Operations

Operational wind energy facilities in the United States are known to impact resident and migratory bat species (Arnett and Baerwald 2013; Hayes 2013). Direct impacts to bats, typically injury or death, result from collisions with rotating turbine blades. Post-construction mortality surveys at operating wind facilities in the United States have shown that migratory tree bats (i.e., hoary bat [*Lasiurus cinereus*], eastern red bat [*Lasiurus borealis*], silver-haired bat [*Lasionycteris noctivagans*]) comprise the large majority of total bat fatalities at wind energy facilities (Arnett and Baerwald 2013), and peak bat mortality generally occurs during late summer and fall migration (i.e., July through October; Arnett et al. 2008; Kunz et al. 2007) on nights with low wind speeds (Baerwald et al. 2009; Arnett et al. 2008, 2010, 2011). In New York, 83% of all bat fatalities found during post-construction studies occurred between July 1 and October 1 (NYSDEC 2017).

To date, relatively few carcasses of threatened or endangered (T&E) bat species have been discovered at operational wind energy facilities. Ten federally-listed endangered Indiana bat (*Myotis sodalis*) fatalities have been reported across five states (Illinois [1], Indiana [4], Ohio [3], Pennsylvania [1], and West Virginia [1]; United States Fish and Wildlife Service [USFWS] 2018), and only 43 federally-listed threatened northern long-eared bat (NLEB; *Myotis septentrionalis*) fatalities have been discovered (Gruver and Bishop-Boros 2015). However, Arnett and Baerwald (2013) estimate that between 70 and 151 Indiana bats and between 1,542 and 3,101 NLEBs have died at wind energy facilities between 2000 and 2011. Overall, Indiana bats comprise <0.01% of all bat fatalities, while NLEBs comprise between 0.3% and 0.5% of all bat fatalities within these studies (Arnett and Baerwald 2013; Gruver and Bishop-Boros 2015). Over 80% of documented fatalities of NLEBs have occurred at wind facilities in the Northeast, primarily in New York State (14); Ontario, Canada (9); and West Virginia (7; Gruver and Bishop-Boros 2015). Generally, NLEB fatalities occur in very small numbers, even at wind sites where this species is abundant. The USFWS stated, “NLEBs are rarely detected as mortalities at wind energy facilities, even when they are known to be common on the landscape surrounding the wind site (FR 50 CFR Part 17).” This suggests that this species is likely at low risk of fatality from spinning turbine blades relative to other bat species.

The turbines now being proposed and installed are often taller than those from which post-construction mortality studies were conducted. Taller turbines and more overall rotor sweep could result in some slightly higher fatality rates than the previous proposed turbines (when operational minimization is not factored in). Potential changes for bats are uncertain but there is some thought that taller turbines serve as a greater attractant to bats, perhaps being viewed as “taller trees” and from greater distances, and thus pose increased risk of collision. The taller turbines typically have a higher RSZ, and even the lowest reach of the blade tip is higher from the ground than with the older style turbines. This additional open air space from the ground could benefit some bat species that tend to fly closer to the ground when foraging, such as the *Myotis* species.

C. Potential Impacts on T&E Bat Species from Ball Hill Operations

Operation of the Project will likely impact bats. The geographic range of the federally- and state-listed threatened NLEB encompasses western New York, including the Project area. The NLEB was shown to have “probable” presence in the Project area based on

summer 2015 acoustic survey data (E & E 2015); therefore, potential risk of collision with Project turbines exists for this species. It is unlikely that the federally- and state-listed endangered Indiana bat would be impacted by Project operations. Based on known locations of Indiana bat hibernacula and maternity colonies in the state of New York, and no previous documentation of this species in western New York, this species is unlikely to reside in or migrate through the Project area. The eastern small-footed bat, a Species of Special Concern in New York, has not been identified in the Project area or in the vicinity, but there is potential bat habitat at the site (i.e., forested areas). Available data indicates that eastern small-footed bats tend to be low, erratic fliers, flying roughly one to three meters above ground (Harvey et al. 1999). This suggests that these bats are less likely to fly within the rotor-swept zone (RSZ) of the turbines. To date, only two eastern small-footed bat fatalities have been discovered at wind energy facilities in the United States (Gruver and Bishop-Boros 2015). Because of their potentially limited presence within the Project and their flight tendencies, eastern small-footed bat fatalities are not anticipated to occur at the Project.

Beginning in 2007, with the proliferation of white nose syndrome (WNS) in New York State, NLEB populations began to decline rapidly. Average population declines were estimated at 96% across the state (USFWS 2015b). A decade later, only 2% of historic NLEB populations are believed to remain in New York State (NYNHP 2016). Acoustic surveys conducted in 2007, 2012, and 2015 within the Project recorded few *Myotis* bats, and even fewer NLEB calls (Stantec 2008a, 2008b; E & E 2013, 2015). In 2007, which is considered pre-WNS in western New York, 52 bat calls originating from *Myotis* species were recorded between March 28 and October 14 (Stantec 2008a, 2008b). In 2012, NLEB calls comprised 0.1% (6 calls) of all identifiable bat passes, of which none were recorded by microphones placed 40 m above ground level in the theoretical RSZ of the smaller turbines proposed at the time; this microphone height would now be at low end of the RSZ for the currently proposed taller turbines. Approximately 97% of *Myotis* calls recorded in 2012 were recorded by the low microphones (i.e., 5 m above ground level; E & E 2013), which suggests that *Myotis* bats in the Project area are not using the airspaces associated with the RSZ of turbines and, therefore, may have a lower fatality risk relative to other bat species within the Project area. In 2015, only three of the 99 sites that were sampled with acoustics within the Project area documented NLEB presence during summer months (E & E 2015). Given the rarity of NLEBs on the landscape due to WNS and this species' infrequent use of the RSZ airspace (which is now even higher above the ground with the currently proposed taller turbines), the likelihood that NLEBs will be killed by Project turbines is low.

D. Take Estimate

On May 12, 2017, NYSDEC provided testimony including a take estimate calculation for bats at the Cassadaga Wind Energy Facility, which occurs just south of the proposed Ball Hill Wind Project. Using post-construction mortality monitoring data from multiple studies at wind energy facilities in New York and nearby wind sites in Ontario, Canada, NYSDEC estimated that the statewide average bat mortality rate is 6.1 bats/MW/year. From those studies, a total of 1,736 bat fatalities occurred, of which seven were NLEBs (0.40% of the total; NYSDEC 2017). Using these data, NYSDEC estimates that, on average, 0.025 NLEB fatalities/MW/year will occur at wind energy facilities in New York. E & E used this take estimate rate calculated by NYSDEC for NLEBs at the Cassadaga Wind Facility, and applied it to the Project (which is expected to be a 100-MW facility) and estimated that the Project will take 2.5 NLEBs per year.

$$0.025 \text{ NLEBs/MW/year} \times 100\text{-MW Facility} = 2.5 \text{ NLEB fatalities per year}$$

Over an estimated 30-year Project lifespan, the NYSDEC formula estimated that the Project will take 75 NLEBs if no minimization strategies are enacted.

$$2.5 \text{ NLEBs/year} \times 30\text{-year Project lifespan} = 75 \text{ NLEB fatalities}$$

E & E understands that NYSDEC has made some adjustments to the studies included and that these formulas are now slightly different than as presented in the Cassadaga testimony; however, they are not presently publicly available. The fatality estimates presented here should be very close to those that would be calculated with the revised formula, and our final take estimate is rounded up to the recommended number from NYSDEC staff.

E. Avoidance, Minimization, and Mitigation Plans outlined by the NYSDEC

As presented in the NYSDEC testimony regarding the Cassadaga Wind Energy Facility (NYSDEC 2017), Project construction and operation may have direct impacts on NLEBs by adversely altering habitat or through direct take. NYSDEC recommended these avoidance, minimization, and mitigation plans for wind energy developers in the state.

Avoidance of Direct Construction Impacts

Avoidance of impacts on occupied habitat is best met by siting the project outside of sensitive locations, including forested habitat or near known or potential roosts or hibernacula. A straightforward and reliable way to avoid potential take of NLEBs during construction is to delay activities that may pose a significant risk (e.g., tree-cutting) to the hibernation season (November 1 through April 1).

Avoidance of Direct Operational Impacts

NLEBs that fly through the Project site may be killed or injured as a result of colliding with turbine blades. NYSDEC indicates that curtailing turbine operations by “feathering” the blades at certain wind speeds is the most effective method for reducing bat mortality at wind energy facilities. Research indicates that when turbines are curtailed at wind speeds up to 6.9 meters per second (m/s), NLEB take can be completely avoided. A 6.9 m/s curtailment strategy also reduces bat fatalities of other species by more than 80% (Arnett et al. 2011). Furthermore, research shows that a 5.5 m/s curtailment strategy reduces bat fatalities by 50 to 70% (Baerwald et al. 2009), and a 5.0 m/s curtailment strategy is estimated to reduce NLEB fatalities by up to 80% (NYSDEC 2017). A study conducted by Gruver and Bishop-Boros (2015) using pre-WNS data from 182 wind energy studies across North America, indicates that increasing turbine cut-in speeds to ≥ 4.0 m/s decreased *Myotis* fatalities by 92.8%, and to ≥ 4.5 m/s reduced *Myotis* fatalities by 94.4%.

Minimization of Direct Construction Impacts

Minimization of impacts on occupied habitat can best be accomplished by: (1) avoiding forested habitat or reducing the amount of forested habitat that needs to be altered; and (2) moving any necessary forest clearing as far away from roost sites or hibernacula as possible.

Minimization of Direct Operational Impacts

6.9 m/s Curtailment Strategy

NYSDEC accepts seasonal turbine curtailment (July 1 to October 1, each year) as full avoidance of take for NLEB when blades are curtailed until wind speeds reach 6.9 m/s at times when the ambient temperature is 50° F or greater. Due to the nocturnal behavior of NLEBs, curtailment strategy would only need to be in place from 30 minutes before sunset to 30 minutes after sunrise.

5.0 m/s Curtailment Strategy

NYSDEC accepts seasonal turbine curtailment strategy (July 1 to October 1, each year) as partial avoidance of take for NLEB when blades are curtailed until wind speeds reach 5.0 m/s at times when the ambient temperature is 50° F or greater. Due to the nocturnal behavior of NLEBs, the curtailment strategy would only need to be in place from 30 minutes before sunset to 30 minutes after sunrise. NYSDEC (2017) indicates that a 5.0 m/s curtailment strategy would reduce NLEB take by 80%. Ball Hill feels that 80% is a conservatively low reduction as NLEBs are not likely to regularly frequent the RSZ and the Gruver and Bishop-Boros study (2015) that showed much greater reductions to *Myotis* species fatalities at even lower cut-in speeds, as mentioned earlier.

F. Summary of Avoidance, Minimization, and Mitigation Plans that will be Enacted at the Ball Hill Wind Project

Ball Hill intends to seek incidental take coverage for the NLEB at the Ball Hill Wind Project. Through the NYSDEC formula in the Cassadaga testimony, it is estimated that the Project will take 2.5 NLEBs/100 MW/year, or 75 NLEBs over the 30-year Project lifespan (NYSDEC 2017). Ball Hill intends to implement avoidance, minimization, and mitigation strategies to reduce the Project's overall impact on this threatened bat species. These strategies are outlined below:

1. **Avoidance:** Where feasible, Ball Hill has sited Project facilities to minimize fragmentation of forested habitat and avoid wetlands and aquatic habitats, thereby minimizing the potential for impacts to bats. The Project layout was revised and the total acres to be impacted were reduced from 330 acres to 256.6 acres during the design stage. In total, approximately 115 acres of tree clearing is anticipated for the Project. Forest clearing will occur from November 1 to April 1 to avoid impacting bats that are active on the landscape.
2. **Minimization:** Ball Hill will enact a 5.0 m/s curtailment strategy for all turbines within the Project from July 1 to October 1. Site acoustic data indicates that this is the timeframe of highest bat activity (Stantec 2008a, 2008b; E & E 2013) and Gruver and Bishop-Boros (2015) indicate this is the timeframe of greatest fatality risk for NLEBs. This minimization strategy will be in effect from 30 minutes before sunset to 30 minutes after sunrise during this timeframe when wind speeds are 5.0 m/s or less at turbine hub height and ambient air temperatures are above 50°F. With a 5.0 m/s curtailment strategy in place, take of NLEBs would decrease by at least 80% or 60 individuals over 30 years, resulting in the take of 0.5 NLEBs/100 MW/year or 15 NLEBs over the 30-year Project lifespan (see calculation below).

*Estimated Project Take: 2.5 NLEBs/year * 30-year Project lifespan = 75 NLEB fatalities*

5.0 m/s Curtailment Strategy = 80% Reduction in NLEB Fatalities

*Estimated Take Reduction: 75 NLEBs * 0.80 = 60 NLEB fatalities avoided*

Remaining NLEB Take: 75 – 60 = 15 NLEBs (or 0.5 NLEBs per year)

Based on direct feedback from NYSDEC staff, they believe the most appropriate take estimate for the Project should be 16.2 NLEBs over 30 years (rounded to 17 NLEBs). Therefore, we have assumed that take estimate for this Net Conservation Benefit Plan

Ball Hill considered enacting a 6.9 m/s curtailment strategy at the Project; however, after doing a cost analysis, they determined that this scenario would not be financially viable for the Project. A more detailed explanation and economic justification for this conclusion was presented to NYSDEC in a memo dated November 6, 2017. Portions of that memo were marked CONFIDENTIAL due to project energy yield and economic modeling details. For that reason, those confidential details are not restated in this document. Please refer to the November 6, 2017 memo for that information.

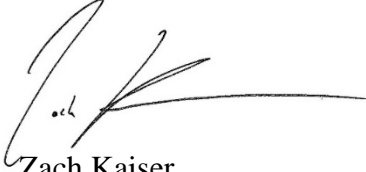
- Mitigation:** In addition to the implementation of a 5.0 m/s curtailment strategy, Ball Hill will complete a cave gating project as a mitigation option to account for the estimated take of 17 NLEBs. Ball Hill worked with NYSDEC to identify properties with known NLEB hibernacula and with known NLEB population estimates. NYSDEC considers cave gating to protect hibernacula to be an acceptable mitigation measure to offset the take estimate outlined previously. Given the need to mitigate for 17 NLEBs over the life of the Project, this mitigation strategy would require gating a hibernaculum to produce a conservation benefit by preserving a total of 18 or more NLEBs (17 NLEBs + 1 NLEB to achieve a net benefit to the species). Based on guidance from NYSDEC Ball Hill understands that appropriately gating the Jamesville NY Cave system in Jamesville, NY, will adequately address the needed mitigation of 18 NLEBs for the Project.

Working closely with NYSDEC staff, Ball Hill has developed a mitigation plan to appropriately gate the Jamesville NY Cave system, a known NLEB hibernaculum. Ball Hill coordinated with Hanson Aggregates, the land manager to obtain access necessary to install an appropriate system of gates to the mine entrance (See access agreement in Attachment A). Furthermore, Ball Hill coordinated with NYSDEC staff and an acceptable gate installation contractor (Sanders Environmental of Bellefonte, PA) to secure the attached scope of work to install the necessary cave gates. The work is scheduled to be conducted between June 1st and August 31st, 2019. See the Scope of Work and Contract with Sanders Environmental in Attachment B. Ball Hill understands that executing agreements with the land manager and gate installation contractor and implementing this mitigation project are conditions of the take permit.

If you have any questions or comments concerning this memo, please contact me at (913) 800-0595 or by e-mail at zkaiser@ene.com.

Sincerely,

Ecology and Environment, Inc.

A handwritten signature in black ink, appearing to read 'Zach Kaiser', with a long horizontal line extending to the right.

Zach Kaiser
Bat Biologist

References

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Attachment A

Access and Logistical Support Agreement Hanson Aggregates



Hanson Aggregates New York LLC
P.O. Box A
5126 S. Onondaga Road
Nedrow, NY 13120

Tel 315 469 3217
Fax 315 469 3940

www.lehighhanson.com

17 December 2018

Mark Lyons
Ball Hill Wind Energy, LLC
11021 W 120th Avenue
Suite 400
Broomfield, CO 80021

Subject: Logistical support for Sanders Environmental Fabrication and Installation of gates at Jamesville Cave System

Dear Mr. Lyons:

I am writing to confirm that Hanson Aggregates New York (Hanson) will provide logistical support, as described below, for Sanders Environmental, Inc. (Sanders) to build and install cupola type cave gates at the two cave openings of the Jamesville Cave System that were inspected by Sanders, DEC Wildlife Biologist Carl Herzog, and Hanson staff on October 15, 2018.

This logistical support will include:

- Providing Sanders permission to access the required work area near the caves via use of the back gate and arrange for a key to that gate.
- Providing Sanders permission to be present at the site 24 hours a day for the duration of their work, to provide site security via personnel camping near the gating equipment.
- Bulldozing a road and turnaround (across mostly flat mining area) from where we parked on the site view to near the forest patch where the caves are located (see road plan as Attachment 1).

Hanson will be responsible for obtaining all necessary NYSDEC permits and/or modifications for the proposed road construction.

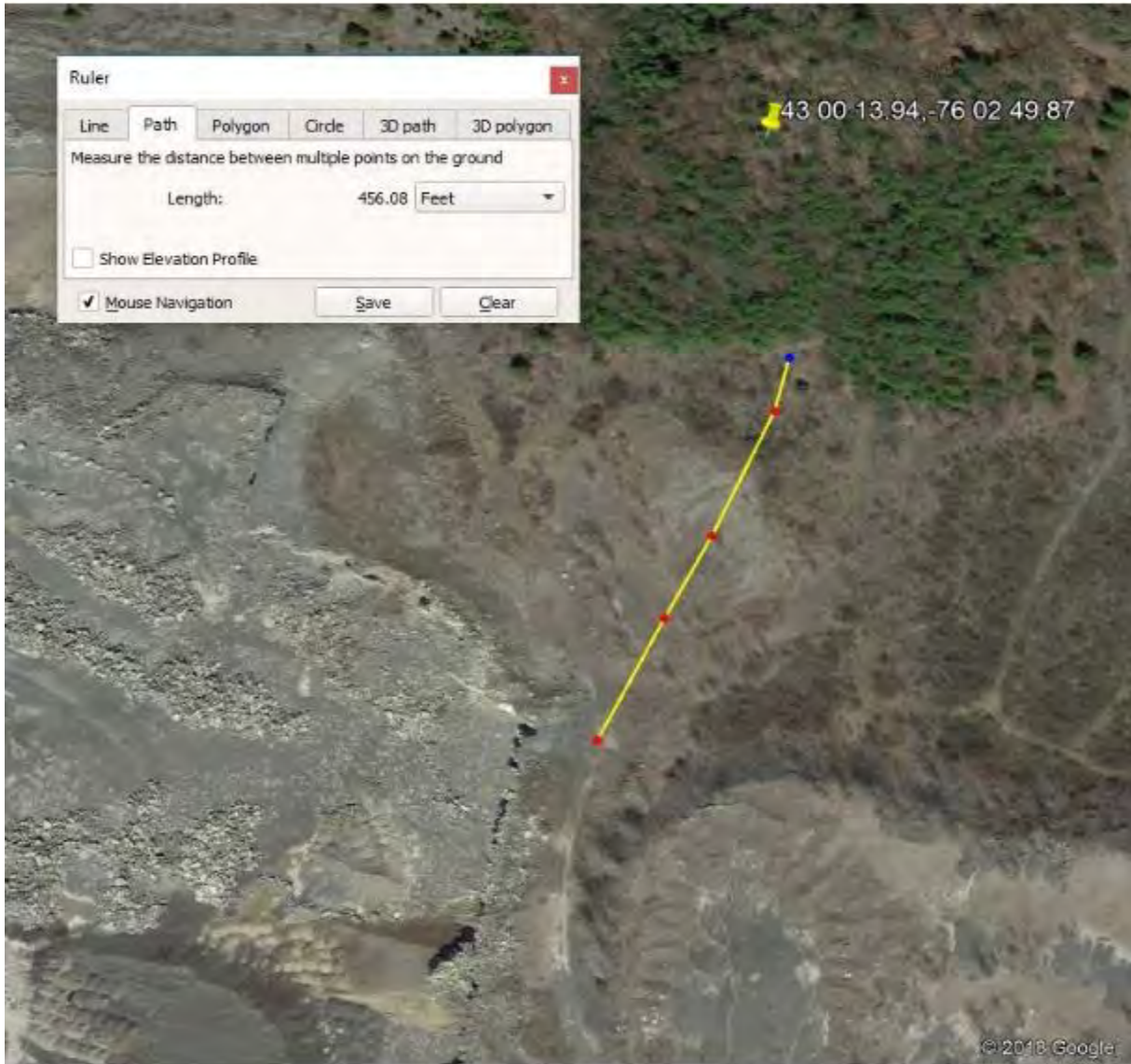
As we have previously requested, in consideration for providing these support services, Hanson requires that Sanders provide a Certificate of Insurance reciting required coverages and naming Hanson Aggregates New York, LLC as an additional insured party, and completion of our Contractor Safety Questionnaire. Hanson acknowledges receipt of these documents, included as Attachment 2.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Meehan".

Daniel Meehan
Vice President/General Manager New York
Hanson Aggregates New York, LLC

Attachment 1



CONTRACTOR SAFETY QUESTIONNAIRE

A. Is your firm self-insured for, or carry Worker's Compensation insurance applicable to the state in which the work you are performing for Lehigh Hanson? Yes No

B. Have you supplied Lehigh Hanson with all required current insurance certificates? Yes
 No

C. Are you aware of OSHA regulations and LEHIGH HANSON safety rules / guidelines?
 Yes No

Note: All contractors must comply with OSHA CFR Title 29 regulatory standards and LEHIGH HANSON safety rules and procedures while on LEHIGH HANSON property.)

D. Do you hold site safety or "tool box" safety meetings for your workers? Yes No

E. Do you conduct site safety inspections? Yes No

Who conducts inspections? (title) Project Manager How often? Daily at minimum

F. Do you have a written training program that includes the various job skills and tasks your employee's perform? Yes No

Note: If "Yes" please provide a list of the job skills and tasks your training program includes. If "No" please provide a description of how your employees are trained in the jobs they perform.

G. Will you have First Aid/CPR trained employees assigned to the job(s) you are performing for Lehigh Hanson? Yes No

H. Do you have a Drug and Alcohol-Free Workplace policy that includes testing of employees for alcohol and illegal drug use? Yes No

I. Do you have a written health and safety program? Yes No

Note: If "Yes", provide a copy.

J. Does your safety program address the following:	Yes	No	N/A
Personal Protective Equipment: Head, Eye, Feet, Hands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hearing Conservation and Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respiratory Hazards and Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fall Protection – Working at Heights	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scaffolding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Housekeeping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First Aid	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazard Communication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Procedures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs, Barricading and Flagging	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Perimeter Guarding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lockout/Tagout	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NOTICE TO CONTRACTORS

To Whom It May Concern:

A fundamental objective of LEHIGH HANSON is to provide a safe and healthy work environment. As a contractor on LEHIGH HANSON property you are regulated by our company policies, OSHA (Occupational Safety and Health Administration) as well as other regulatory agencies and requirements. We feel that contracted employees should be educated as to the hazards associated with the workplace as well as the federal regulations that will govern your and their conduct on our property.

Because we want everyone on our sites to be safe, we are requiring that all contractors performing work on our sites receive all OSHA "New Hire Training" as prescribed in and required by 29 CFR § 1910 and § 1926 prior to working on LEHIGH HANSON property. Documentation of completion of this training must be presented to the site manager before any contracted work is allowed to start. Contractor employees must also receive all prescribed and required "Annual Refresher Training" in required OSHA topics.

Contractors are required to have a written HazCom program compliant with the provisions of Title 29 CFR, 1910 (all sections), as well as any other applicable state or local regulations. Contractors must also share relevant HazCom information with Lehigh Hanson and other on-site contractors whose employees can be affected.

Contractor employees must also receive "Site-Specific Hazard Training," conducted by LEHIGH HANSON personnel, specific to the site where they will be working.

If you have any questions concerning this requirement, please call the site manager where you are working or will be working.

We would appreciate your cooperation and help in keeping our workplace safe.

Thank you.

INDEPENDENT CONTRACTOR AGREEMENT

To: Any person, company, vendor, partnership, corporation, or other organization that contracts to perform services or construction at a Lehigh Hanson site.

From: _____
Name of Regional Safety & Health Director or his/her departmental designee

Subject: 29 CFR § 1910 and § 1926

Under Title 29 of the Code of Federal Regulations, Lehigh Hanson is subject to all statutes and regulations established by the Occupational Safety and Health Act. Lehigh Hanson is regulated by the Occupational Safety and Health Administration (OSHA), and may be fined or severely penalized for failure to comply with the law. Under the Act, both independent contractors and LEHIGH HANSON are responsible for all safety standards and regulations.

Where applicable, all people involved in performing work and/or providing services will be required to receive OSHA "Hazard Training" and comprehensive OSHA training as prescribed in and required by 29 CFR § 1910 and § 1926. Since Lehigh Hanson is accountable for all provisions of the law, we reserve the right to inspect the work site for contractor safety violations. Should a violation be identified, it must be corrected as promptly as possible even if it results in delay to work.

Lehigh Hanson

Date



Contractor

11/23/18

Date

**ASSUMPTION OF RISK/INCURRED RISK AGREEMENT
AND RELEASE**

READ CAREFULLY BEFORE SIGNING

In consideration of admittance to _____ (“the
Company”) property located at _____ (“the Premises”) _____
(insert subsidiary name)
(insert physical location)

the undersigned, in their individual and/or guardian capacity, fully and unconditionally assumes and incurs (except to the extent arising from the negligence or willful misconduct of the Company or its parents, subsidiaries or its or their respective employees) all responsibility for all risk of damage or injury, including death, that may occur to the undersigned’s person or property while present on the Company Premises for building bat gates. In so doing, and except to the extent arising
(insert type of service being performed)

from the negligence or willful misconduct of the Company or its parents, subsidiaries or its or their respective employees, the undersigned hereby releases and discharges the Company, its successors, assigns, affiliates, shareholder(s), officers, directors, employees, agents and legal representatives from all claims, losses, demands, liability, actions, or causes of action, present or future, whether known or unknown, anticipated or unanticipated, of any kind or character (including without limitation, for attorneys’ fees, costs and expenses), resulting from or arising out of the undersigned’s presence on the Premises.

The undersigned hereby waives any and all right to bring any legal action against the Company, its parents or subsidiaries and its and their respective employees for injury or damage that may be sustained while present on the Premises, except to the extent caused by the negligence or willful misconduct of the Company.

This Agreement shall be binding on the undersigned as well as the undersigned’s heirs, successors, assigns, executors and personal representatives, and shall be an absolute bar to any future claims the undersigned may have against the Company, its parents or subsidiaries and its and their respective employees relating to the undersigned’s presence on the Company’s Premises except as expressly provided herein.

In Witness Whereof, the undersigned has read and caused this Agreement to be executed freely and knowledgeably this the ___ day of November, 2008 after ample opportunity to review the document with any individuals, advisors and counsel so desired.

 (SEAL)
Signature

Elise Merrill
Elise Merrill

Witness

Christophehr W. Sanders
Print Name
322 Borealis Way
Street Address
Bellefonte, PA 16823
City, State and Zip Code

INDEPENDENT CONTRACTOR REGISTER

Name of the Business: Sanders Environmental Inc.

Owner or Manager: Christopher W. Sanders

Business Address: 322 Borealis Way
Bellefonte, PA 16823

Telephone Number: 814-659-8257

Nature of the Work to be Performed: Build gates on cave entrances in non-quarry area.

Location at the LEHIGH HANSON Site:

Person Responsible for the Work: Christopher W Sanders
(Contractor's Representative on the Job)

Type of Training Received: Site safety training.

ACCA/BCI Bat Friendly Bat Gate Construction 40 hour course

Attachment B

Scope of Work and Contract with Sanders Environmental

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the "**Agreement**") dated as of October 26, 2018 (the "**Effective Date**"), is by and between Ball Hill Wind Energy, LLC (the "**Company**"), and Sanders Environmental, Inc. (the "**Contractor**"). Company and Contractor may be referred to herein collectively as "**Parties**" and individually as a "**Party**."

WHEREAS, Company desires to engage Contractor as an independent contractor to perform certain services for Company, and Contractor has agreed to do so upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE 1

1.1 **Engagement**. Company hereby engages Contractor as an independent contractor and Contractor hereby accepts such engagement.

1.2 **Services**. Contractor shall perform the services set forth in Section 1 of Exhibit A (the "**Services**"), which is attached hereto and incorporated herein by reference. Upon giving written notice to Contractor, Company shall have the right, in its sole discretion, to make amendments to Section 1 of Exhibit A, provided, however, that if Company exercises such right, Contractor and Company shall agree as to (a) whether Contractor shall be entitled to any additional compensation and (b) the amount of such additional compensation, if applicable. Notwithstanding the foregoing Contractor shall continue to perform under the terms of this Agreement in existence prior to its receipt of Company's notice to amend Section 1 of Exhibit A until the earlier of the following occurs: (y) Contractor and Company agree with regards to additional compensation, or (z) Company terminates this Agreement in accordance with Article 8.

1.3 **Compensation for Services**. Contractor shall be compensated in accordance with the provisions set forth in Section 3 of Exhibit A.

1.4 **Withholding for Non-residents**. Company may withhold any amount that is required to be withheld by any applicable laws respecting taxes. Company will have no obligation to gross up or otherwise increase payments made to Contractor or any Subcontractor because Company withheld any amount in respect of taxes. Where Company so withholds any amount, Company will remit such amount to the applicable governmental authority.

1.5 **Failure to provide Services**. If Contractor fails to perform the services in accordance with this Agreement and fails within five (5) working days after receipt of written notice from Company to provide Company with evidence that it has commenced and continues correction of such failure to perform, Company may, without prejudice to any other remedy Company may have, deduct the reasonable cost of correcting such failure to perform from the payments then or thereafter due Contractor.

ARTICLE 2

Status as an Independent Contractor. Contractor shall act as an independent contractor and shall not act as or be an agent for or employee of Company. Contractor has no authority to enter into any agreements on behalf of or otherwise bind Company, and shall not hold itself out to any third party as having such authority. All of Contractor's activities in performing the Services shall be at Contractor's sole risk and except as expressly provided herein, Contractor shall not be entitled to Workers Compensation or any other benefits or insurance protection provided by Company to its agents and/or employees. Subject to Article 3, Contractor shall be solely responsible for (a) determining the means and methods for performing the Services, provided, however, such performance shall at all times be in conformity with all applicable governmental laws, rules, regulations and guidelines relevant to such performance, including without limitation those relating to safety; and (b) for complying with and paying any and all taxes applicable to compensation received under this Agreement.

ARTICLE 3

3.1 Standard of Care. Contractor shall perform the Services with the standard of care, skill and diligence normally provided by a professional person in the performance of similar services in similar jurisdictions ("**Professional Standard**"). Contractor shall promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation. Contractor shall exercise the Professional Standard in endeavoring to perform the Services in conformance with all applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders. Contractor expressly acknowledges that Company will rely upon the competence and completeness of the Services and will use the results of the Services in fulfilling Company's contractual obligations to third parties.

3.2 Subcontractors. In no event shall Contractor contract with, retain, hire or employ any subcontractors or other third parties ("**Subcontractors**") to perform the Services without prior written consent of Company. Contractor will be responsible for all acts and omissions of its Subcontractors.

ARTICLE 4

4.1 Contractor's Insurance. Contractor shall, at its own expense, provide and maintain the insurance coverages specified in this Article 4 ("Contractor's Insurance"). Contractor's Insurance shall: (a) be with insurance companies that maintain an A.M. Best rating of at least "A-VIII" and which are lawfully authorized to do business in all jurisdictions in which the Services is to be performed, and (b) provide coverage for any losses or damages arising out of Contractor's operations, products, or completed operations under this Agreement and for which Contractor may be legally liable, including operations of its Subcontractors. Contractor's Insurance shall include:

(a) Commercial General Liability Insurance. Commercial general liability insurance written on an ISO CG0001 occurrence form or equivalent, providing primary coverage amounts of no less than \$1,000,000 for bodily injury and property damage per occurrence; \$2,000,000 general aggregate; \$2,000,000 products and completed operations aggregate, including: (i) broad form contractual liability and property damage, (ii) explosion, collapse, and underground coverage, and (iii) the following endorsements:

(i) Additional insured endorsements naming Company and such other entities requested by Company **(please provide a copy along with the certificate of insurance required per Section 4.2 below)**;

(A) Owners, Lessees, or Contractors Ongoing Operations (blanket per written contract) CG2010 07 04 or equivalent; and

(B) Completed Operations (blanket per written contract) CG2037 07 04 or equivalent;

(ii) Primary and Non-Contributory coverage basis in favor of Company;

(iii) Waiver of Transfer of Rights of Recovery Against Others To Us in favor of Company (blanket per written contract) (CG 24 04).

(b) Commercial Automobile Liability Insurance. Commercial auto liability insurance written on an ISO Business Automobile Coverage Form CA00011013 or equivalent, including an "any auto" coverage symbol for liability, providing coverage in the combined single amount of \$1,000,000 per accident with respect to bodily injury, property damage, or death, and including the following endorsements:

(i) Designated Insured in favor of Company (CA 20 48) (blanket per written contract); and

(ii) Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Company (blanket per written contract) (CA 04 44).

(c) Umbrella/Excess Liability. Umbrella or excess liability on a following form basis, as broad as the underlying policies of commercial general liability, employer's liability, and automobile liability, providing coverage amounts of no less than \$2,000,000 per occurrence and \$2,000,000 aggregate, and including the following endorsements:

(i) Additional Insured in favor of Company (ongoing and completed operations);

(ii) Primary and Non-Contributory; and,

(iii) Waiver of Subrogation in favor of Company.

(d) Workers Compensation / Employers Liability. Worker's compensation insurance as required by Applicable Laws and employer's liability insurance, providing coverage amounts for bodily injury by accident of \$1,000,000 for each accident; bodily injury by disease of \$1,000,000 policy limit; bodily injury by disease of \$1,000,000 for each employee, and including the following endorsements:

(i) Waiver of Our Right to Recover From Others, in favor of Company (blanket per written contract).

(e) Contractor's Pollution Liability Insurance. Intentionally omitted.

(f) Equipment Insurance. Intentionally omitted.

(g) Professional Liability Insurance. Contractor shall procure and maintain Professional Liability coverage if, in the performance of the Services, Contractor provides professional services including but not limited to architectural, testing, surveying, or engineering design of any type. Contractor's Professional Liability policy shall be on a claims-made form, covering liability arising out or resulting from Contractor's, its employees, or its Subcontractor's negligent acts, errors, or omissions, and providing coverage amounts of no less than \$2,000,000 each claim and \$2,000,000 aggregate. The Professional Liability policy retroactive date is to be earlier than the Effective Date of this Agreement. Contractor shall maintain Professional Liability coverage through the fifth anniversary of the completion of Services by continually renewing the policy through such period or endorsing the original policy to include an extended reporting period equivalent to the five-year period.

(h) Rigger's Liability. Intentionally omitted.

(i) Protection and Indemnity Insurance. Intentionally omitted.

(j) Aircraft Liability Insurance. Intentionally omitted.

4.2 Certificates of Insurance. Before the earlier of (i) Contractor's commencement of the Services, or (ii) 10 days after the Effective Date, Contractor shall deliver to Company *via email only* to americas-coi@res-group.com certificates of insurance evidencing its placement of all coverages required under this Article 4. Contractor shall attach to the certificates of insurance copies of all applicable endorsements. Contractor shall maintain and evidence coverage for general liability, umbrella/excess liability, and contractor's pollution liability coverages through the second anniversary of completion of the Services. If required in the performance of the Services, Contractor shall maintain and evidence coverage for professional liability through the fifth anniversary of completion of the Services.

4.3 Cancellation/Non-renewal/Material Change of Coverage. Contractor shall ensure its policies require the insurer to provide a minimum of 30 days (10 days for non-payment of premium) written notice to Contractor before cancellation, suspension, non-renewal, or reduction of coverage takes effect. Contractor shall notify Company in writing of such cancellation, nonrenewal, or modification no later than five days after receipt of insurer's notice.

4.4 Provision Conflict, Inconsistency, or Ambiguity. Intentionally omitted.

4.5 Failure to Maintain Insurance. Contractor's failure to maintain insurance as required under this Article 4 shall be a Contractor event of default.

4.6 Available Insurance / Coverage Amounts. The coverage amounts required of Contractor under this Article 4 are the minimum acceptable to Company. Notwithstanding anything to the contrary in the Agreement, if Contractor has procured any insurance coverage amounts (either primary or on an excess basis) exceeding those set forth in this Article 4 or elsewhere in the Agreement, the broadest coverage and highest amounts actually afforded under the applicable policy(ies) of insurance shall be considered the coverage amounts that are required by this Agreement and such coverage amounts shall be provided in full to the additional insureds and indemnified parties under this Agreement. The Parties expressly intend that the provisions set

forth in the Agreement and in this Article 4 shall be construed as broadly as permitted by Applicable Laws to afford the maximum insurance coverage available under Contractor's Insurance policies.

4.7 Deductibles. Contractor is responsible for all deductibles or self-insured retention amounts for losses, related investigations, claim administration, and defense expenses pertaining to the required coverages in this Article 4. Contractor shall declare to Company any deductible in excess of \$50,000.

4.8 Restoration of Aggregate Coverage Amounts. If any of Contractor's aggregate coverage amounts are diminished by more than 25% due to any incident, accident, occurrence, claim, settlement, or judgment, Contractor shall immediately, and in any event no later than five working days after such diminishment, cause the restoration of the aggregate coverage amounts or obtain other insurance protection equal to the required aggregate coverage amounts.

4.9 Subcontractor's Insurance. Contractor shall require its Subcontractors to provide and maintain insurance in forms and amounts as Contractor reasonably deems appropriate provided that underinsured or non-insured Subcontractors are solely Contractor's responsibility. Contractor shall provide evidence of its Subcontractor's insurance *via email only* to americas-coi@res-group.com. However, neither this request nor Contractor's submission of evidence shall limit or relieve Contractor's responsibility for its underinsured or non-insured Subcontractors.

4.10 Adequacy of Coverage. By specifying insurance requirements under this Article 4, Company does not represent that Contractor's Insurance shall be adequate to protect Company. Contractor acknowledges that the coverage amounts of Contractor's Insurance shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Company in this Agreement.

4.11 Failure to Procure Coverage. If Contractor fails to furnish evidence of the insurance coverages required under this Article 4, Company may, upon eight business days' written notice, obtain and maintain such insurance in Contractor's name and recover promptly from Contractor all reasonable costs and expenses thereby incurred. Alternatively, Contractor acknowledges and agrees that Company may set off all such costs against any amounts then due or thereafter due to Contractor.

ARTICLE 5

5.1 Use of Materials.

(a) Company shall own all rights to any and all work products, patents, processes, copyrights, studies, flow charts, diagrams, devices, programs, source codes, inventions, original works of authorship, know-how, and other tangible or intangible material or data of any nature developed by Contractor in connection with the Services ("**Work Product**"). Any Work Product generated by Contractor hereunder shall be considered the sole and exclusive property of Company and provided to Company upon request. Contractor hereby assigns to Company all rights, title and interest in and to such Work Product. Contractor agrees to execute and deliver such documents and instruments as Company may deem necessary and appropriate in its sole discretion to transfer to Company any and all rights, title, and interest, including copyrights, Contractor may have in any such Work Product.

(b) Contractor will grant Company and its duly authorized representatives access at all reasonable times to all such records and all other books, documents, papers, drawings, and writings of Contractor or its Subcontractors that refer or relate in any way to this Agreement. All such records, books, documents, papers, drawings, and writings will be retained by Contractor and kept accessible for a minimum of three (3) years following final payment or termination of this Agreement. Contractor will include a provision consistent with this Section in its contracts with any Subcontractors.

5.2 Confidentiality.

(a) Contractor acknowledges that it may have access to information that is treated as confidential and proprietary by the Company, including, without limitation, the existence of this Agreement. Contractor agrees that the terms of that certain Nondisclosure Agreement dated October 24, 2018, between Company and Contractor (the "**Nondisclosure Agreement**") are incorporated herein and shall govern all Confidential Information exchanged with respect to this Agreement. As used herein, Confidential Information shall have the meaning set forth in the Nondisclosure Agreement.

(c) Contractor represents that its performance under this Agreement will not cause Contractor to breach any of its obligations under any agreement with respect to the confidential or proprietary information of a third party. Contractor shall not disclose to Company, or induce Company to use any confidential or proprietary information of a third party.

(d) In the event that Contractor breaches Section 5.2 of this Agreement (the "**Confidentiality Provisions**"), Company shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity. Contractor shall be responsible for, and shall indemnify and hold Company harmless from any violation of the Confidentiality Provisions by Contractor, or any of its employees, agents or representatives.

(e) The Confidentiality Provisions shall continue in full force and effect for a period of three (3) years following the termination of this Agreement.

ARTICLE 6

6.1 Site Safety. Without limiting Contractor's obligations under Section 3.1, Contractor shall develop and comply fully with site access and safety rules, regulations and standards in accordance with RASWP 029 – Guidance for Consultants and Subcontractors on development and pre construction sites attached hereto as Exhibit C. In developing site-specific safety rules and risk assessment, Consultant shall use the template provided in Exhibit C. Contractor shall provide the site safety rules and risk assessment developed hereunder to Company three (3) days prior to arriving on the project site, provided, however, that Company's receipt of Contractor's site safety rules and risk assessment in no way constitutes acceptance or approval of such documents and shall not be deemed as a limitation on Contractor's status as an independent contractor. In the event of a conflict between Article 6 and Section 3.1, the provisions of Section 3.1 shall govern.

6.2 Safety Precautions and Procedures. Notwithstanding Contractor's obligation in Section 6.1 above:

(a) Contractor shall take reasonable safety precautions with respect to performance of the Services and shall comply with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property. Contractor shall report to Company within one day any injury to an employee or agent of Contractor which occurs at the project site;

(b) Contractor will not use any hazardous substances or materials in performance of the Services except in strict compliance with applicable law. Contractor shall provide Company with the material safety data sheets for all such hazardous substances;

(c) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a condition, material or substance encountered on the site by Contractor, Contractor shall, upon recognizing the condition, material, or substance, immediately stop performance of the Services in the affected area and report the condition, material or substance to Company in writing. When the condition, material or substance has been remediated to the extent necessary to resume safe performance of the Services, Contractor shall promptly resume such Services;

(d) Contractor shall take necessary precautions to protect properly the work of other contractors from damage caused by Contractor's operations under this Agreement; and

(e) Contractor expressly agrees that it shall not permit any of its employees, agents, or contractors to climb any meteorological towers on the project site unless (i) such party holds a current certification from a tower-climbing course from either Comtrain or Gravitec, (ii) any climbing will be limited to the specific task defined in the Services, and (iii) at all times while a climber is at height, a currently certified climber familiar with and equipped to perform rescues will be present at the base of the tower being climbed. Contractor expressly agrees that it shall not permit any of its employees, agents, or contractors to climb any other towers on the project site unless a Company-approved site technician is present.

ARTICLE 7

Indemnification. To the fullest extent allowed by law, Contractor will indemnify, hold harmless, reimburse and defend Company and all Company's affiliated business entities and each of their respective members, partners, officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorneys' and expert witnesses' fees, arising out of or relating to the Services performed but only to the extent caused by the negligent or other wrongful acts or omissions of Contractor, its Subcontractors, or any person or entity for whose acts or omissions any of them are responsible, or by failure of any such party to perform as required by the Agreement.

ARTICLE 8

Termination. Company may terminate this Agreement at any time for any reason. The termination will be effective upon the date of Company's written notice of termination. If this Agreement is terminated, then Contractor shall not be entitled to any compensation for Services performed after the date of such termination. In the absence of the occurrence of any of the circumstances set forth above, this Agreement will automatically terminate as of the date that is the end of the period of performance as set forth in Section 2 of Exhibit A. Any and all claims by Contractor for

Services performed prior to the date of termination must be submitted to Company in a written statement within thirty (30) calendar days after the date of termination; failure to do so within such time period shall be deemed a waiver of any right to assert such claims in the future.

ARTICLE 9

9.1 Prior Agreements. Except with respect to the Nondisclosure Agreement which is incorporated herein, as applicable, this Agreement embodies and constitutes the entire understanding between the Parties with respect to the matters described herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

9.2 Amendments. Except as set forth in Article 1, no provision of this Agreement may be waived, modified, amended, discharged or terminated, except by an instrument signed by Company and Contractor.

9.3 Assignment. This Agreement shall be binding upon and inure to the benefit of Company and Contractor and their respective successors and/or permitted assigns; provided, however, that Contractor may not assign this Agreement without the prior written consent of Company. Company may assign this Agreement in whole or in part without the consent of Contractor, but shall provide notice to Contractor of any such assignment.

9.4 Availability of Information. Contractor shall maintain detailed and accurate records of its transactions with Company. Contractor shall give Company and its duly authorized representatives reasonable access to all of Contractor's accounts and records deemed by Company to be necessary to verify that Contractor is in compliance with the terms of this Agreement

9.5 Business Ethics.

(a) Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Company's interest.

(b) Contractor shall not offer any gifts, entertainment, payments, loans or other forms of consideration to any of the Company's employees (including any family members of such employees), vendors, subcontractors or other third parties for the purpose of influencing such person to act contrary to Company's interest.

(c) Contractor shall perform the Services in compliance with all applicable laws, rules, and regulations, including without limitation, the Foreign Corrupt Practices Act and the United Kingdom Bribery Act.

(d) Contractor shall immediately notify Company of all violations of this provision upon becoming aware of such violation.

9.6 Notice. Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via nationally recognized overnight courier at the addresses set forth at the address below.

9.7 Severability. The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.

9.8 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PRINCIPLES (EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES AGREE THAT ANY RULE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED IN FAVOR OF EITHER PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS AGREEMENT AND IS HEREBY WAIVED.

9.9 Disputes.

(a) In the event a dispute shall arise between the Parties to this Agreement, Company and Contractor agree to negotiate in good faith for a period of thirty (30) days prior to exercising their rights under other provisions of this Agreement. Such thirty-day period shall commence when either Party gives notice to the other Party describing the disagreement and requesting negotiation. If the Parties cannot resolve the dispute through negotiation within such thirty (30) day period, it is hereby agreed that the dispute shall be referred to arbitration before a sole arbitrator in Denver, Colorado pursuant to the rules of the American Arbitration Association. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

(b) Each Party shall be responsible for its share of the arbitration fees in accordance with the applicable rules of arbitration. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other Party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

9.10 Counterparts. This Agreement may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

9.11 Signature Authority. Each person signing below warrants that he, she, or they has been duly authorized by the Party for which that person signs to execute this Agreement on behalf of that Party.

9.12 Sustainability. Contractor acknowledges that Company has committed to a sustainability mission to power positive change by ensuring that Company operations, products and services make a net positive contribution to society and the environment. To support Company's sustainability goals, Contractor agrees to prepare and return a response to the Sustainability Questionnaire attached hereto as Exhibit B. Company will consider sustainability criteria when entering into agreements with consultants and suppliers and Contractor is encouraged to raise awareness of the importance of sustainability with its employees and subcontractors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company and Contractor have signed this Agreement as of the Effective Date.

COMPANY (BALL HILL WIND ENERGY,

LLC) By: RES America Developments Inc.,
its Manager

By: 

Name: Brian Evans

Title: President

Address for Notice:

11101 W. 120th Avenue
Suite 400
Broomfield, CO 80021
Attn: Legal Department

For COI only: americas-coi@res-group.com

CONTRACTOR (SANDERS

ENVIRONMENTAL, INC.)

By: 

Name: Christopher W. Sanders

Title: President

Address for Notice:

322 Borealis Way
Bellefonte, PA 16823
Attn: _____

EXHIBIT A

This Exhibit A and the Contract for Services shall be deemed one instrument, and in the event of a conflict between this Exhibit A and the Contract for Services the terms and provisions of the Contract for Services shall control in all instances and for all purposes.

Section 1 - Scope of Services

Contractor will create bat-friendly gates built to American Cave Conservation Association/Bat Conservation International standards. Contractor will construct a removable bar into each gate for survey access.

NY DEC has chosen these dates to avoid disturbance of bats swarming or in hibernation.

Company will arrange or manage (as appropriate) the following tasks:

- Permission from quarry (landowner) to use back gate and arrange for a key to that gate.
- Permission for us to be present 24 hours a day, so we can provide site security via our personnel camping near the gating equipment.
- Bulldozing a road and turnaround (across mostly flat mining area) from where we parked on the site view to near the forest patch the caves are located in.

Contractor requests tree clearing to be done before March 7, 2019, to avoid the season of emerging bats. Contractor will need the road in and key access by the beginning of March.

Section 2 - Period of Performance

Start Date: June 1, 2019

End Date: August 31, 2019

The Term of this Agreement shall begin upon the Effective Date and will continue until the End Date (the "**Term**"), unless sooner terminated pursuant to the provisions of this Agreement or unless otherwise extended in writing by the Parties.

Section 3 - Compensation

(a) Basic Consulting Fee.

During the term of this Agreement, Contractor shall be paid [REDACTED] for Services outlined in the Scope of Work (the "**Project Fee**"), including all materials (except locking bolts, to be provided by NY DEC), labor, and travel. The Project Fee shall be payable by Company within thirty (30) days of receipt of Contractor's invoice to be invoiced no sooner than receipt and acceptance by Company of all deliverables specified in the Scope of Work.