
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Vulcan Infrastructure and Power Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

(CUSIP Number)

**Conversant Capital LLC
25 Deforest Avenue, Attn: Paul H. Dumaine
Summit, NJ, 07901
(908) 466-5050**

**With a copy to: John M. Bibona
Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza
New York, NY, 10004
212-859-8000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)
09/10/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

Name of reporting person

Conversant PIF VIP Holdco LLC

2	Check the appropriate box if a member of a Group (See Instructions)
	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8
Owned by	3,479,532.00
Each	Sole Dispositive Power
Reporting	9
Person	0.00
With:	Shared Dispositive Power
	10
	3,479,532.00
	Aggregate amount beneficially owned by each reporting person
11	3,479,532.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	☐
13	Percent of class represented by amount in Row (11)
	9.8 %
14	Type of Reporting Person (See Instructions)
	OO
Comment for Type of Reporting Person:	(1) The percentage reflected in row (13) is calculated based on 35,547,753 outstanding shares of class A common stock on September 10, 2026, as disclosed in a Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on September 10, 2026.

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	Conversant Capital LLC
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

	☐	Citizenship or place of organization
6		DELAWARE
		Sole Voting Power
	7	0.00
Number of Shares Beneficially Owned by Each Reporting Person With:		Shared Voting Power
	8	3,479,532.00
		Sole Dispositive Power
	9	0.00
		Shared Dispositive Power
	10	3,479,532.00
		Aggregate amount beneficially owned by each reporting person
11		3,479,532.00
		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12		☐
		Percent of class represented by amount in Row (11)
13		9.8 %
		Type of Reporting Person (See Instructions)
14		OO, IA
Comment for Type of Reporting Person:		(1) The percentage reflected in row (13) is calculated based on 35,547,753 outstanding shares of class A common stock on September 10, 2026, as disclosed in a Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on September 10, 2026.

SCHEDULE 13D

CUSIP No.

		Name of reporting person
1		Michael J. Simanovsky
		Check the appropriate box if a member of a Group (See Instructions)
2		☐ (a)
		☐ (b)
3		SEC use only
		Source of funds (See Instructions)
4		OO
		Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5		☐
		Citizenship or place of organization
6		UNITED STATES
		Sole Voting Power
Number of Shares Beneficially Owned by Each	7	0.00
	8	Shared Voting Power

Reporting Person	3,479,532.00
With:	Sole Dispositive Power
9	0.00
	Shared Dispositive Power
10	3,479,532.00
	Aggregate amount beneficially owned by each reporting person
11	3,479,532.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	☐
	Percent of class represented by amount in Row (11)
13	9.8 %
	Type of Reporting Person (See Instructions)
14	IN
Comment for Type of Reporting Person:	(1) The percentage reflected in row (13) is calculated based on 35,547,753 outstanding shares of class A common stock on September 10, 2026, as disclosed in a Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on September 10, 2026.

SCHEDULE 13D

- Item 1. Security and Issuer
- Title of Class of Securities:
- (a) Class A Common Stock, par value \$0.0001 per share
- Name of Issuer:
- (b) Vulcan Infrastructure and Power Inc.
- Address of Issuer's Principal Executive Offices:
- (c) 1159 Pittsford-Victor Road, Suite 240, Pittsford, NEW YORK , 14534.
- Item 2. Identity and Background
- This Statement is being jointly filed on behalf of each of the following entities (collectively, the "Reporting Persons"):
1. Conversant PIF VIP Holdco LLC, a Delaware limited liability company ("Purchaser"); 2. Conversant Capital LLC, a Delaware limited liability company ("Conversant Capital"); and 3. Michael J. Simanovsky, an individual. Any disclosures herein with respect to persons other than the Reporting Persons are made on information and belief after making inquiry to the appropriate party. The Reporting Persons are filing this statement jointly with respect to the same securities as contemplated by Rule 13d-1(k)(1), not as members of a group.
- (a)
- (b) The principal business address for each of the Reporting Persons is 25 Deforest Ave., Summit, NJ 07901.
- The Purchaser is a private investment vehicle established by Conversant Capital for the purpose of investing in the Issuer's securities. The principal business of Conversant Capital is performing the functions of, and serving as, investment manager to Purchaser and other investment funds. The principal occupation of Mr. Simanovsky is investment management and performing the functions of, and serving as, the sole managing member of Conversant Capital.
- (c)
- (d) During the last five years, none of the Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (e) During the last five years, none of the Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The information reported in Item 6 of each cover page is incorporated by reference into this Item 2(f).

Item 3. Source and Amount of Funds or Other Consideration

On July 19, 2026, Conversant PIF Aggregator A LP, a Delaware limited partnership and an affiliate of the Reporting Persons ("Aggregator"), entered into a subscription agreement (the "Subscription Agreement") with the Issuer, pursuant to which Aggregator agreed that it or its permitted assignee would purchase, and pursuant to which Purchaser, as the permitted assignee of Aggregator, purchased 3,479,532 shares (the "Shares") of Class A Common Stock, at a price per share of \$1.71, for an aggregate purchase price of approximately \$5,950,000, in a private placement (the "Private Placement"). Purchaser satisfied its funding obligations to the Issuer arising under the Subscription Agreement with amounts contributed by its feeder funds (the "Feeders"), which amounts were called by those Feeders from the pre-existing capital obligations of their existing limited partners.

Item 4. Purpose of Transaction

The information reported in Item 3 of this Schedule 13D is incorporated by reference into this Item 4. As described in more detail in Item 6, below, under the caption "Board Appointment Rights," Purchaser obtained certain rights to nominate a member of Issuer's board of directors (the "Board"). Pursuant to such rights, Purchaser nominated Jacky Wu to the Board, and the Board in turn elected Mr. Wu as a member with effect from the closing of the Private Placement. Mr. Wu is not otherwise associated with the Reporting Persons and is independent of the Company's management. The Reporting Persons intend to participate in the management of the Issuer in the ordinary course of business and consistent with the extent of its investment, for example by participating in discussions with members of the Issuer's board of directors, management, and other Issuer investors regarding the Issuer's business, including its operations, prospects, capitalization and corporate governance. The information set forth under "Board Appointment Rights" in Item 6 hereof is incorporated by reference into this Item 4. Pursuant to the Subscription Agreement, Purchaser has been granted certain preemptive and registration rights with respect to the Issuer's securities. For further information see the information set forth under "Preemptive Rights" and "Registration Rights" in Item 6 hereof, which is incorporated by reference into this Item 4. Purchaser has certain rights to dispose of Shares to the Issuer in connection with certain Issuer repurchases, redemptions, retirements or other acquisitions of Class A Common Stock (or other Issuer voting securities). See the information set forth under "Ownership Threshold Protection" in Item 6 hereof, which is incorporated by reference into this Item 4. Except as set forth herein and to the extent that the Reporting Persons may have influence over the corporate activities of the Issuer on the basis of the relationships, rights and plans described above, including activities that may relate to the items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the matters set forth in subparagraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons reserve the right to increase or decrease their position in the Issuer through, among other things, the purchase or sale of securities of the Issuer on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable. The Reporting Persons reserve the right to change their intention with respect to any and all matters referred to in this Item 4.

Item 5. Interest in Securities of the Issuer

- (a) The responses of the Reporting Persons to rows (7) through (13) of the cover pages and Items 2, 3, 4 and 6 of this Schedule 13D are incorporated into this Item 5 by reference.
- (b) The responses of the Reporting Persons to rows (7) through (13) of the cover pages and Items 2, 3, 4 and 6 of this Schedule 13D are incorporated into this Item 5 by reference.
- (c) Except as otherwise set forth in this Statement, none of the Reporting Persons has effected any transactions in the Class A Common Stock during the past sixty days.
- (d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Class A Common Stock, except for the ultimate interests of investors in the Feeders.
- (e) Not Applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Board Appointment Rights. Pursuant to the Subscription Agreement, effective at the Closing Date, and for so long as Purchaser beneficially owns at least 5.0% of the outstanding shares of Class A Common Stock, the Issuer shall take all actions necessary to cause one (1) individual (the "Purchaser Director") nominated by the Purchaser to be elected or appointed to the Board, subject to meeting certain independence requirements and the consent of the Issuer and two other investors of the Issuer, each as set forth in the Subscription Agreement. If Purchaser nominates an individual who does not satisfy certain heightened independence requirements set forth in the Subscription Agreement, the Issuer has agreed to use commercially reasonable efforts, following receipt of certain required regulatory approvals and subject to applicable law, Nasdaq listing requirements and the approval of the Board and the nominating and governance committee of the Issuer, to appoint such individual to the Board or nominate such individual for election at the next meeting of Issuer stockholders at which directors are elected. Purchaser's initial nominee, Jacky Wu, was appointed to the Board at the closing of the Private Placement. **Voting Commitment.** For so long as the Purchaser Director is serving as a member of the Board, Purchaser has agreed with the Issuer that it will, and will cause its affiliates to, cause all shares of Class A Common Stock beneficially owned by Purchaser and its affiliates to be voted in favor of the election of each member of any slate of directors recommended by the Board that includes all director nominees designated by Purchaser pursuant to the Subscription Agreement; provided that the Purchaser Director shall have voted in favor of such slate. **Preemptive Rights.** Pursuant to the Subscription Agreement, until the earliest of (i) the third (3rd) anniversary of the closing of the Private Placement, (ii) the time when Purchaser and its affiliates beneficially own less than 3.0% of the shares of Class A Common Stock acquired pursuant to the Subscription Agreement, and (iii) a change of control of the Issuer, subject to certain customary exceptions, Purchaser shall have a preemptive right pursuant to which Purchaser may purchase for cash, on the same

terms and conditions as offered to other investors, a pro rata portion of certain future issuances by the Issuer of equity securities or securities convertible into, exercisable for or exchangeable for equity securities, based on Purchaser's beneficial ownership of the Issuer's then-outstanding Class A Common Stock on a fully diluted basis. Registration Rights. Beginning on the first (1st) anniversary of the closing date of the Private Placement, subject to certain customary exceptions and otherwise on customary terms and conditions, including that the Issuer shall bear the costs and expenses in connection with any shelf registration statement up to \$15,000 (subject to certain exceptions), Purchaser will have the right to request that the Issuer prepare and file a shelf registration statement covering the resale of all registrable securities then outstanding or issuable pursuant to the Subscription Agreement, and the Issuer will be required to file such shelf registration statement within sixty (60) days following receipt of such request and use its reasonable best efforts to cause such registration statement to be declared effective by the SEC as soon as practicable thereafter. In addition, beginning on the first (1st) anniversary of the closing date of the Private Placement, Purchaser will have customary piggyback registration rights in connection with certain registrations of the Issuer's securities. Notwithstanding the foregoing, if any of Purchaser's applications seeking certain regulatory approvals are rejected or otherwise declined by the applicable governmental authority, Purchaser shall thereafter have the right to deliver a request for registration at any time. Ownership Threshold Protection. For so long as Purchaser or its affiliates beneficially own any voting securities of the Issuer, prior to consummating certain repurchases, redemptions, retirements or other acquisitions of voting securities that would result in Purchaser and its affiliates beneficially owning more than 9.9% of the Issuer's outstanding voting securities, the Issuer shall use commercially reasonable efforts to provide Purchaser with prior notice of such transaction. Following receipt of such notice, Purchaser will have the right to request that the Issuer repurchase from Purchaser or its affiliates a sufficient number of voting securities at the Per Share Purchase Price (as defined in the Subscription Agreement) to prevent Purchaser and its affiliates from exceeding such ownership threshold, subject to applicable law, the Issuer's organizational documents and the Issuer's financing arrangements. If Purchaser does not timely request such repurchase, or if the Issuer is unable to complete such repurchase, Purchaser has agreed that it will not vote any shares held by it or its affiliates in excess of the 9.9% ownership threshold until such time as its beneficial ownership percentage no longer exceeds such threshold; provided that such shares will continue to retain their economic rights, including rights to dividends and distributions. The foregoing descriptions of the arrangements under the Subscription Agreement contained in this Item 6 are not intended to be complete and are qualified in their entirety by reference to the full text of the Subscription Agreement, which is attached as Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 20, 2026 and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

99.1 - Joint Filing Agreement among the Reporting Persons, dated as of September 11, 2026. 99.2 - Subscription Agreement, dated as of July 19, 2026, between Conversant PIF Aggregator A LP and Greenidge Generation Holdings Inc., now known as Vulcan Infrastructure and Power Inc. (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 20, 2026). 99.3 - Power of Attorney of Michael J. Simanovsky

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Conversant PIF VIP Holdco LLC

Signature: /s/ Justin Manaster

Name/Title: Justin Manaster, Board Member

Date: 09/11/2026

Conversant Capital LLC

Signature: /s/ Paul Dumaine

Name/Title: Paul Dumaine, General Counsel and Chief Compliance Officer

Date: 09/11/2026

Michael J. Simanovsky

Signature: /s/ Paul Dumaine

Name/Title: Paul Dumaine, Attorney-in-fact for Michael J. Simanovsky

Date: 09/11/2026

**JOINT FILING AGREEMENT
PURSUANT TO RULE 13d-1(k)**

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D in respect of the shares of Class A Common Stock of Vulcan Infrastructure and Power Inc. is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

EXECUTED September 11, 2026.

CONVERSANT PIF VIP HOLDCO LLC

By: /s/ Justin Manaster

Name: Justin Manaster

Title: Board Member

CONVERSANT CAPITAL LLC

By: /s/ Paul Dumaine

Name: Paul Dumaine

Title: General Counsel and Chief Compliance Officer

MICHAEL J. SIMANOVSKY

By: /s/ Paul Dumaine

Name: Paul Dumaine

Title: Attorney-in-fact for Michael J. Simanovsky

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Paul Dumaine as the undersigned's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution for such attorney-in-fact in such attorney-in-fact's name, place, and stead, in any and all capacities, to:

1. execute for and on behalf of the undersigned, in the undersigned's capacity as a reporting person pursuant to Sections 13(d), 13(g) and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in respect of any issuer of equity securities registered pursuant to Section 12 of the Exchange Act, or any other issuer of securities, with respect to which the undersigned is required to file any of Schedules 13D or 13G or Forms 3, 4 and 5 with the United States Securities and Exchange Commission (the "SEC");
2. do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such Schedule 13D or 13G or Form 3, 4 or 5, or any amendment thereto, and timely file such form with the SEC and stock exchange or similar authority, if required; and
3. take any other action of any type whatsoever in connection with the foregoing that, in the opinion of such attorneys-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by any of the such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as any of such attorney-in-fact may approve in the discretion of any of such attorneys-in-fact.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or the substitute or substitutes of any of such attorney-in-fact, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, are not assuming any of the undersigned's responsibilities to comply with the Exchange Act.

This Power of Attorney shall remain in full force and effect until the attorney-in-fact's separation of service from Conversant Capital LLC and each of its affiliates, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 23rd day of January, 2024.

Signature: /s/ Michael J. Simanovsky

Name: Michael Simanovsky