

MOUNTAIN IRON CITY COUNCIL MEETING

MONDAY, MAY 18, 2929
2:39 P.M.
MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM

MOUNTAIN IRON CITY COUNCIL MEETING COMMUNITY CENTER MOUNTAIN IRON ROOM MONDAY, MAY 18, 2020 - 6:30 P.M. A G E N D A

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- II. Pledge of Allegiance
- III. Consent Agenda
 - A. Minutes of the May 4, 2020, Regular Meeting (#1-7)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
- V. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Community Action Month Proclamation (#8-9)
 - B. City Administrator's Report
 - C. Director of Public Works Report
 - D. Library Director/Special Events Coordinator's Report (#10)
 - E. Sheriff's Department Report
 - F. City Attorney's Report
 - G. City Engineer's Report
 - 1. Pay Request Number 1 CIPP Project (#11-14)
 - H. Utility Advisory Board
 - 1. Interconnection Application (#15-29)
 - 2. Lease and Solar Easement (#30-60)
 - I. Liaison Reports
- VI. Unfinished Business
- VII. New Business
- VIII. Communications(#61-63)
- IX. Announcements
- X. Adjourn

Page Number in Packet

*Enclosed

MINUTES MOUNTAIN IRON CITY COUNCIL May 4, 2020

Mayor Skalko called the City Council meeting to order at 6:31p.m. with the following members present via online ZOOM meeting: Councilor Joe Prebeg Jr., Alan Stanaway, Julie Buria, Steve Skogman, and Mayor Gary Skalko. Also present were: Craig Wainio, City Administrator; Tim Satrang, Director of Public Works; Anna Amundson, Library Director/Special Events Coordinator; Amanda Inmon, Municipal Services Secretary; Al Johnson, City Engineer, and SGT John Backman, Sheriff's Department.

It was moved by Skalko and seconded by Buria that the consent agenda be approved as follows:

- 1. Approve the minutes of the April 20, 2020, regular meeting as submitted.
- 2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
- 3. To acknowledge the receipts for the period April 16-30, totaling \$246,193.69 (a list is attached and made a part of these minutes).
- 4. To authorize the payments of the bills and payroll for the period April 16-30, totaling \$140,629.67 (a list is attached and made a part of these minutes).

The motion carried.

Public Forum:

No one spoke during the forum

The Mayor reported on the following:

- Condolences to the family and friends of JoAnn Terrio-Pernu
- ➤ Condolences to the family and friends of Marcia Gellerstedt (Babbini)
- > Thank you to all Essential workers in the Nation that are keeping our Country working

City Administrator:

- ➤ West II Rivers Campground opening June 1st continue to monitor
- > Summer Recreation Programs still no decision if this will be available during summer
- > The City's financial situation hasn't changed, still currently in a good spot

Director of Public Works:

- Power outage recently
 - o Friday, May 1st caused by an interruption with the feed from Virginia
 - Saturday, May 2nd, tree down causing interruption in Parkville area
- > Any damage caused by snow plow/loader during the winter months, please contact City Hall
 - o List is being started for future repair
- Downtown Mountain Iron sewers currently being slip-lined
- > Pot hole repair/vegetation control in progress as well as brush clearing throughout the City

Library Director/Special Events Coordinator:

- Mountain Iron Library is currently closed until further notice
- Monday, May 4th, Mountain Iron Library will begin curbside pickup
 - o Curbside pickup service will allow for pickup of items by appointment only
 - Curbside pickup location will be on Library front steps
- For requests, questions or more information call the Library at 735-8625

Sheriff's Department:

- No formal report
- Please do not feed bears

City Engineer:

No formal report

It was moved by Prebeg and seconded by Stanaway to approve Change Order No. 1 – Downtown Sanitary Sewer Improvement project amendment, allowing Insituform Technologies USA, Inc, to complete additional CIPP lining in Phase 2, which could not be completed originally due to condition of pipe, for the price of \$7,500. The motion carried on roll call vote.

It was moved by Skogman and seconded by Buria to approve Resolution #09-20; Accepting Bids and awarding bids to KGM Contractors for Improvement 18-06, Mountain Iron Drive between 12th Street and Southerly Corporate Limits of the City, for the bid price of \$543,090.85 (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Stanaway to approve Resolution #10-20; Authorizing the City to enter into a Cooperative Construction Agreement with MNDoT and the City of Virginia, for the Highway 53/13th Street project, (a copy is attached and made a part of these minutes). The motion carried.

Local Board and Appeal and Equalization Meeting will be held on May 12, 2020 from 5:00pm to 6:00pm via electronic means. To submit appeal, mail in to City of Mountain Iron or call in information. All appeals must be received by 6:00 pm on May 12, 2020.

Individuals should first contact the Assessor's office to discuss their concerns, if they still disagree
with the valuation/classification after discussing it with the Assessor, they can submit an appeal in
writing to the local Board of Appeal and Equalization at City Hall. The board will review your
assessments and may make corrections as needed.

At 7:00p.m., it was moved by Skalko and seconded by Buria that the meeting be adjourned. The motion carried.

Submitted by:

Amanda Inmon Municipal Services Secretary

www.mtniron.com

Distribution Summary

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	400.00
BUILDING RENTALS	COMMUNITY CENTER	675,00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	17,94
CAMPGROUND RECEIPTS	FEES	540.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	16.20
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	39.84
FINES	ADMINISTRATIVE OFFENSE	50.00
METER DEPOSITS	ELECTRIC	675.00
MISCELLANEOUS	ASSESSMENT SEARCHES	80.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	51,615.27
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	98.50
MISCELLANEOUS	DELTA DENTAL PAYABLE	1,658.70
MISCELLANEOUS	FIRE DEPT-MISC. INCOME	50.00
MISCELLANEOUS	LIBRARY-COPIES, FINES, MISC.	1,323.00
MISCELLANEOUS	MISC GENERAL	4.00
MISCELLANEOUS	REIMBURSEMENTS	4.10
MISCELLANEOUS	SALE-COPIES, MAPS, LABOR-ADMIN	19.50
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	353,36
PERMITS	BUILDING	476.38
UTILITY	UTILITY	188,096.90
Grand Totals:		246,193.69

Check Register - Summary
Check Issue Dates: 5/6/2020 - 5/6/2020

Page: 1 May 05, 2020 03:52PM

Report Criteria:

Report type: Summary
Check.Type = {<>} "Adjustment"

Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/20	05/06/2020	154584	10012	ABE ENVIRONMENTAL SYSTEMS, INC	101-20200	2,215.8
05/20	05/06/2020	154585	10068	ADVANCED OPTICAL	101-20200	400.0
05/20	05/06/2020	154586	130017	AMERICAN BANK	603-20200	822.5
05/20	05/06/2020	154587	10075	AMERIPRIDE SERVICES	101-20200	122.4
05/20	05/06/2020	154588	10006	ANDERSON AUTO CENTER (DBA)	604-20200	2,391.7
05/20	05/06/2020	154589	1310	ANDREW STANAWAY	101-20200	170.5
05/20	05/06/2020	154590	1303	ANITA DELUCA	101-20200	102.3
05/20	05/06/2020	154591	30055	BTAC ACQUISITION CORP.	101-20200	100.0
05/20	05/06/2020	154592	30017	CARQUEST (MOUNTAIN IRON)	101-20200	74.2
05/20	05/06/2020	154593		COMPUTER WORLD	101-20200	2,180.6
05/20	05/06/2020	154594	140013	CORE & MAIN LP	602-20200	0,08
05/20	05/06/2020	154595	1309	DONNA ECKSTROMM	101-20200	102.3
05/20	05/06/2020	154596	50048	ENERGY INSIGHT INC	604-20200	596,9
05/20	05/06/2020	154597	70016	GOPHER STATE ONE CALL INC	604-20200	31.0
05/20	05/06/2020	154598	80001	HILLYARD/HUTCHINSON	101-20200	705.0
05/20	05/06/2020	154599	80037		101-20200	992.2
05/20	05/06/2020	154600	90012		101-20200	75,0
05/20	05/06/2020	154601		KATIE RANTA	101-20200	384.6
05/20	05/06/2020	154602		KATTIE ULSHAFER	101-20200	375.1
05/20	05/06/2020	154603	1297	KELLY MORITZ	101-20200	648.0
05/20	05/06/2020	154604	1306	KEN OVERTON	101-20200	102.3
05/20	05/06/2020	154605		L & L RENTALS INC	101-20200	49.1
05/20	05/06/2020	154606			101-20200	136.4
05/20	05/06/2020	154607	1311	LOIS SIMPSON	101-20200	136.4
05/20	05/06/2020	154608	130004	MESABI DAILY NEWS	101-20200	3,516,7
05/20	05/06/2020	154609		MESABI HUMANE SOCIETY	101-20200	1,791.6
05/20	05/06/2020	154610		MESABI SIGN COMPANY	604-20200	89,0
05/20	05/06/2020	154611		MIDWEST COMMUNICATIONS	101-20200	159.1
05/20	05/06/2020	154612	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	1,750.0
05/20	05/06/2020	154613	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,332.1
05/20	05/06/2020	154614	30001	NAPA AUTO PARTS	604-20200	79.5
05/20	05/06/2020	154615	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	310.9
05/20	05/06/2020	154616		NORTHERN FITNESS GROUP	101-20200	208.0
05/20	05/06/2020	154617		PHIL KOSKI	101-20200	136.4
05/20	05/06/2020	154618	160038	PITNEY BOWES GLOBAL FINANCIAL	101-20200	272.4
05/20	05/06/2020	154619		POHAKI LUMBER	101-20200	42.4
05/20 05/20	05/06/2020	154620	180003	RACHEL JACKSON RANGE OFFICE SUPPLY	101-20200	875.0
05/20	05/06/2020 05/06/2020	154621 154622	180030	REINDERS, INC.	101-20200 101-20200	227.9 438.0
05/20	05/06/2020	154623		ROXANNE MCMILLEN	101-20200	250.0
05/20	05/06/2020	154624		SANDI PUHEK	101-20200	68.2
05/20	05/06/2020	154625		SARAH MICHALSKI	101-20200	136,4
05/20	05/06/2020	154626		SERVICE SOLUTIONS	101-20200	23,0
05/20	05/06/2020	154627		SHARI LANG	101-20200	102.3
05/20	05/06/2020	154628		SHEILA KNE	101-20200	204.6
05/20	05/06/2020	154629		SHIRLEY ZAITZ	101-20200	102.3
05/20	05/06/2020	154630		ST LOUIS CO SHERIFF LITMAN	101-20200	42,500.00
05/20	05/06/2020	154631		ST LOUIS COUNTY AUDITOR	101-20200	150,00
05/20	05/06/2020	154632		STRATEGIC INSIGHTS INC	301-20200	550.0
05/20	05/06/2020	154633		SYSTEMS TECHNOLOGY GROUP, INC	101-20200	395,0
05/20	05/06/2020	154634		TACONITE TIRE SERVICE	101-20200	2,880.7
05/20	05/06/2020	154635		TECH BYTES	101-20200	40.00
05/20	05/06/2020	154636		TODD & DONNA LEMMONS	101-20200	150.00

CITY OF MOUNTAIN IRON		ı	Check Register - Summary Check Issue Dates: 5/6/2020 - 5/6/2020		Page: 2 May 05, 2020 03:52PM		
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
05/20	05/06/2020	154637	210001	UNITED ELECTRIC COMPANY	604-20200	3,222.74	
05/20	05/06/2020	154638	220025	VERIZON WIRELESS	602-20200	17.54	
05/20	05/06/2020	154639	220014	VIKING INDUSTRIAL NORTH	602-20200	285.02	
05/20	05/06/2020	154640	1299	WILLIAM GOSSER	101-20200	102.33	
05/20	05/06/2020	154641	796	WYNONA CLINTON	101-20200	875.00	
05/20	05/06/2020	154642	24000 t	XEROX CORPORATION	101-20200	426.26	
Gran	d Totals:					76,706.42	
				PP-Ending 05/01		63,923.25	
				TOTAL EXPENDITURES		\$140,629.67	



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com 8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 09-20

ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for Improvement Number 18-06, the proposed improvement of Mountain Iron Drive between 12th Street and the Southerly Corporate Limits of the City of Mountain Iron by Road Reconstruction, Alignment and Drainage Improvements, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

KGM Contractors	\$543,090.85
Ulland Brothers	\$546,500.00
Mesabi Bituminous	\$595,102.05
TNT Aggregates	\$628,900.00
Bougalis and Sons	\$797,954.75

AND WHEREAS, it appears that KGM Contractors of Angora, Minnesota is the lowest responsible bidder,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA:

- The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with KGM Contractors of Angora, Minnesota in the name of the City of Mountain Iron for the improvement of Mountain Iron Drive between 12th Street and the Southerly Corporate Limits of the City of Mountain Iron by Road Reconstruction, Alignment and Drainage Improvements, according to the plans and specifications therefore approved by the City Council and on file in the Office of the City Administrator.
- The City Administrator is hereby authorized and directed to return forthwith to all bidders the
 deposits made with their bids, except that the deposits of the successful bidder and the next lowest
 bidder shall be retained until a contract has been signed.

DULY ADOPTED BY THE CITY **GOUNCIL** THIS 4th DAY OF MAY, 2020.

viayor Gary Skaiko

CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 = FAX: 218-748-7573 • www.mtniron.com 8586 ENTERPRISE DRIVE SOUTH = MOUNTAIN IRON, MN = 55768-8260

RESOLUTION NUMBER 10-20

ENTERING INTO A COOPERATIVE CONSTRUCTION AGREEMENT

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron enters into MnDOT Agreement No. 1036738 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the State's share of the costs of the State Furnished Materials to be installed upon, along and adjacent to Trunk Highway No. 53 at 2nd Avenue West, 12th Avenue West and 13th Street South within the corporate City limits under State Project No. 6918-94 (T.H. 53=011).

BE IT FURTHER RESOLVED, that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

DULY ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF MAY, 2020.

ATTEST:

Mayor Gary Skalk



May 6, 2020

Mayor Gary Skalko City of Mt. Iron 8586 Enterprise Drive South Mt. Iron, MN 55768

Dear Mayor Skalko:

The month of May represents Community Action Month throughout America. The Community Action Network was formed 56 years ago to help families and communities across America overcome barriers that contribute to poverty. Over 1,000 agencies spanning the country are doing that work every day to improve the lives of those battling poverty and build strength within their communities.

Incorporated in 1966, the Arrowhead Economic Opportunity Agency (AEOA) is just one of the 1,000 strong. On behalf of AEOA's Board Chair, Jeff Kletscher, I am requesting that you help us celebrate Community Action Month here in Minnesota and our progress toward the fight against poverty by signing on to the enclosed Proclamation at your next City Council meeting.

Thank you in advance for your consideration and support for our cause.

Sincerely.

Scott Zahorik

Executive Director





Proclamation

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force, connecting people to lifechanging services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action insists on community participation and involvement, ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is celebrating 56 years of innovation, impact, and providing proven results for Americans.

NOW, THEREFORE, I, Gary Skalko, Mayor of the City of Mt. Iron, Minnesota, do hereby proclaim May, 2020, as Community Action Month in recognition of the hard work and dedication of all Minnesota Community Action Agencies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of Minnesota, on this 1st day of May, 2020.

Signature:	
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Mayor, City of Mt. Iron, Minnesota

702 Third Avenue South, Virginia, Minnesota 55792-2797 (218)749-2912 (800)662-5711 FAX: (218)749-2944 TDD: (800)862-0175



Mountain Iron Public Library

Monthly Report

April 2020

Circulation (COVID-19/ Stay-at-Home Order per the State of MN in place):

Items checked out: 223

Items checked in: 398

Total Circulation of materials in April: 621

Attendance:

Adults: 0

Youth: 0

Patrons in April: 0 Total Library Usage: 0

(Special Events/Programs held: 0)

Reference Desk visits (email, phone, and messenger): 130 Computer Use Sessions: 0

Events and Activities at the library in April:

April 6 & 20: City Council Meetings (Anna)

All events canceled for the month.



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING MINING • LAND SURVEYING • LAND DATA BASE MAPPING

8878 Main Street - PO Box 261 Mountain Iron, MN 55768-0261 tel: 218-735-8914 fax: 218-735-8923 email: info@bm-eng.com

May 13, 2020

Via email

Mr. Craig Wainio, City Administrator City of Mountain Iron 8586 South Enterprise Drive Mountain Iron, MN 55768

Re:

2019 Downtown Sanitary Sewer Improvements

City of Mountain Iron Project No. MI19-05

Dear Mr. Wainio;

Enclosed, please find Pay Request No. 1 for the 2019 Downtown Sanitary Sewer Improvements project in the amount of \$107,169.98. This amount includes withholding 5% retainage until final inspection can be completed. Please refer to the enclosed pay request breakdown for a summary of items completed.

Also enclosed is the invoice received May 13, 2020 from Insituform. Payment is to be remitted to the address listed on the invoice.

If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,

Benchmark Engineering, Inc.

Alan Johnson, P.E. Project Engineer

Enclosures

CC:

Pat Hillman, Insituform

RECOMMENDATION OF PAYMENT

No. <u>1</u>

Owner's Project No.:		Engineer's Pr	oject No.: <u>MI19-05</u>
Project: 2019 Downtown S	anitary Sewer Improvemer	nts	
CONTRACTOR: Insituform	Technologies USA, Inc., PO	Box 674060, Dallas, Texas 75267-40	060
For Period Ending: May 13	<u>2, 2020</u>		25
	To: <u>City o</u>	<u>f Mountain Iron</u> Owner	
	d above. The application n	or Payment for Work accomplished neets the requirements of the Contoplication.	
In accordance with the Co due as shown below.	ntract the undersigned rec	commends payment to the CONTRA	ACTOR of the amount
		<u>BENCHM</u>	ARK ENGINEERING, INC.
Dated May 12, 2020		By_ alr	
	STATEM	ENT OF WORK	
Original Contract Price	\$ <u>114,055.60</u>	Work & Materials to Date	\$ 112,810.50
Net Change Orders	\$9,000.00_	Amount Retained (5%)	\$ <u>5,640.53</u>
Current Contract Price	\$123,055.60	Subtotal	\$ <u>107,169.98</u>
		Previous Payments	\$0.00
		Amount Due this Payment	\$ <u>107,169.98</u>



Pay Request 1
2019 DOWNTOWN SANITARY SEWER IMPROVEMENTS
MOUNTAIN IRON, MINNESOTA
M119-05

				situform Technologi	60	
SPEC. NO.	ITEM	UNITS	EST.	TIND	Completed to	TOTAL
		3	QUANTS	COST	Date	AMOUNT
N/A	CLEAN SEWER PIPE	LIN. FT.	2120.0	\$ 1.00	2349.0	\$ 2,349.00
N/A	TELEVISE SEWER PIPE	LIN. FT.	2120.0	\$ 1.00	2349.0	\$ 2,349.00
						- \$
2021.501	MOBILIZATION	LUMP SUM	1.0	\$ 10,234.30	1.0	\$ 10,234.30
						- \$
2104.509	REMOVE PROTRUDING TAPS	EACH	20.0	\$ 518.00	20.0	\$ 10,360.00
						- \$
2503.603	LINING SEWER PIPE (CIPP) 8"	LIN. FT.	1,120.0	\$ 27.60	1351.0	\$ 37,287.60
2503.603	LINING SEWER PIPE (CIPP) 12"	LIN. FT.	700.0	\$ 38.70	\$ 0.665	\$ 23,181.30
2503.603	LINING SEWER PIPE (CIPP) 15"	LIN. FT.	400.0	\$ 42.20	400.0	\$ 16,880.00
						\$
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$ 1,169.30	1.0	\$ 1,169.30
						\$
ADD ALTERNATE NO. 1	VATE NO. 1					\$.
N/A	CLEAN 8" SEWER PIPE	LIN. FT.	3,000.0	\$ 0.90		- \$
N/A	TELEVISE 8" SEWER PIPE	UN. FT.	3,000.0	\$ 06:0		\$.
N/A	REMOVE PROTRUDING TAPS	ЕАСН	15.0	\$ 518.00		\$.
	Change Order 1	Lump Sum	1.0	\$ 9,000.00	1.0	\$ 9,000.00

TOTAL COMPLETED TO DATE: \$ 112,810.50

RETAINAGE (5%): \$ 5,640.53

PREVIOUS PAYMENTS: \$ - TO7,169.98

Se de la constant de

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Gity of Mountain Iron 8586 Enterprises Dr South Mountain Iron MN 55768

PROJECT: 2019 Downtown Sanitary Sewer Improvements

Make Checks Payable to:

commendation over the

INSITUFORM TECHNOLOGIES USA, LLC PLEASE REMIT PAYMENT TO: Insituform Technologies USA, LLC Post Office Box 674060 Dallas, Texas 75267-4060

102655 JOB #
WORK COMPLETED THRU:
INVOICE DATE: ESTIMATE#

TEM		3	CONTRACT	COMPLETE	D THIS	PERIOD	COMP	"LETED-TO-DATE	-DATE
ş	DESCRIPTION	CUANTITY	UNIT PRICE	QUANTITY	%	AMOUNT	CUANTITY	%	AMOUNT
•	CLEAN SEWER PIPE	2,120 LF	\$1.00	2,349 LF	111%	\$2,349.00	2,349 LF	111%	\$2,349.00
. ~	TELEVISE SEWER PIPE	2,120 LF	\$1.00	2,349 LF	111%	\$2,349.00	2,349 LF	111%	\$2,349.00
1 69	MOBILIZATION	1 LS	\$10,234.30	1 LS	100%	\$10,234.30	1 LS	100%	\$10,234.30
4	Dve testing	28 54	\$518.00	20 EA	100%	\$10,360.00	8 EA	100%	\$10,360.00
· 40	LINING SEWER PIPE CIPP 8"	1120 LF	\$27.60	1,351 LF	121%	\$37,287.60	1,351 LF	121%	\$37,287,60
9	LINING SEWER PIPE CIPP 12"	700 LF	\$38.70	599 LF	%98 %98	\$23,181,30	599 LF	%98	\$23,181,30
~	LINING SEWER PIPE CIPP 15"	400 LF	\$42.20	400 LF	100%	\$16,880.00	400 LF	100%	\$16,880.00
- 60	TRAFFIC CONTROL	113	\$1,169.30	1 [5	100%	\$1,169.30	1 LS	100%	\$1,169.30
6	CLEAN SEWER PIPE	3000 LF	\$0.90	9 1	80	\$0.00	٥ ٦	%	\$0.00
9	TELEVISE SEWER PIPE	3000	\$0.90	9 LF	%	\$0.00	0 FJ 0	%	\$0.00
Ξ	REMOVE PROTRUDING TAPS	15 EA	\$518.00	₫	%	\$0.00	ā	%	\$0.00
	Change Order 1	1 1.5	\$9,000.00	1.00 LS	100%	\$9,000.00	1 LS	100%	\$9,000.00

\$112,810.50	5,640,53	00'0		5,640,53
ΊĒ	5%			
EARNED TO DATE: \$112,810,50	Less: Retainage @	Previous Estimates	Other	lotal Deductions from Earned to Date
\$112,810.50				
EARNED THIS PERIOD:	\$112,810.50	\$107,169,98	4301040	
\$114,055.60	Month Gross	Month Open	Customer Number:	
TOTAL CONTRACT:				

\$107,169.98

AMOUNT DUE THIS ESTIMATE:

COUNCIL LETTER 051820-VH1

UAB

INTERCONNECTION AGREEMENT

DATE:

May 14, 2020

FROM:

Utility Advisory Board

Craig J. Wainio City Administrator

As part of the proposed solar farm located on the former desert area, an interconnection agreement is required. An interconnection agreement spells out the specifications by which a distributed energy resource, in this case solar, can connect to a utilities distribution system, in this case the City's. It lays out such exciting items as interconnection points, metering and voltages. The agreement was reviewed and approved by outside counsel. The agreement was sent to the Utility Advisory Board for review, minimum comment was provided and no objections were raised. Therefore it is recommended that the City Council approve the interconnection agreement as presented.

Attachment 3: Interconnection Application Form

MINNESOTA DISTRIBUTED ENERGY RESOURCES

INTERCONNECTION APPLICATION (Form Template)

This form is for Distributed Energy Resources (DERs) that meets the eligibility of the Minnesota Interconnection Process (see Section 1.1) and are not eligible for consideration under the Section 2 Simplified Process.

This Application is considered complete when it provides all applicable and correct information required below. Additional technical data may be necessary prior to the system impact study process as described in 4.3.3, if applicable, but is not relevant to application completeness. The following additional information must be submitted with an application:

	st be submitted with an application:	ication co	impleteness. The following additional information		
8	Single Line Diagram Street Proof of Site Co		Section 1.7) Specification Sheet(s)		
ΑI	DER with an energy storage component mus	st addition	ally complete Exhibit B For Energy Storage.		
Аp	plication is for:				
X	New DER(s)		addition or Material Modification to Existing e MN DIP Glossary of Terms)		
Sel	ect Review Process:	DER (SC	e iniv Dir Glossary of Terms /		
Ø	Fast Track Process	0	Study Process		
	Confirm eligibility requirements at MN DI Section 3.1	Р	Confirm eligibility requirements at MN DIP Section 4 Study Process.		
	[For Certified Equipment, the processing shall be up to \$100 + \$1/kW. For non-cer DER, the processing fee shall be up to \$1 \$2/kW.]	[The processing fee shall be a deposit not to exceed \$1,000 plus \$2.00 per kW towards the cost of the first study under Section 4 Study Process.]			
Ad	ditional fees or deposits shall not be requ	uired, exc	cept as otherwise specified in the MN DIP.		
Inte	erconnection Customer/Owner				
N	ame: SUNEX SOLAR - SOLEIL DU N	ORD, LI	.c		
A	ccount Number:	M	eter Number:		
M	ailing Address: 636 W. Water Street, H	ancock, N	MI 49930		
Te	elephone:	Er	nail:		
_	f different,] Application				

Telephone:	949.533.3934	Email: john.car	roll@cox.net		
If capacity ad	dition or Material Modification to e	existing facility, plea	ase describe:		
	n/a				
Will the DEE	R be used for any of the following?				
Net M	etering? YesNo X				
To Su	pply Power to the Interconnection (Customer? Yes	No <u>X</u>		
To Su	pply Power to Area EPS? Yes 🗶	_No			
•	int of Common Coupling (at a mini GPS coordinates or an annotated a	* *	n address or nearest cross-		
South of Slate Street, West of Mineral Avenue in Mountain Iron, MN 47.523829, -92.622839 See attached Site Map Installed DER System Cost (before incentives): (Estimated) \$4,000,000					
Interconnection Customer's Requested In-Service Date: November 1, 2020					
Distributed F	Distributed Energy Resource Information				
Data applies only to the Distributed Energy Resource not the Interconnection Facilities.					
Energy Source	2:				
🔀 Solar	☐ Wind ☐ Storage	☐ Hydro Type (e	.g. Run-of-River):		
Diesel	☐ Natural ☐ Fuel Oil Gas	Other (state type storage):	oe, e.g. solar + wind +		
Prime Mover: Prime Mover: Reciprocating Engine Fuel Cell Gas Turbine Wind Turbine Other (state type):					
Type of Gener	rator: X Inverter Synchrone	ous 🔲 Induction			
DER Namep	late Rating (in kWac): 2,076	DER Name	eplate kVAR: 0		
	on Customer or none ed Load (in kW, if	Typical Re (if known):	active Load 0		

Maximum Physical Export Capability Requested (in kW):	2,076		
Export Capability Limited (e.g., thr device settings of adjustments):	Yes No	•••	other similar
List components of the Distributed	Energy Resource Certifi	ed Equipment:	
Equipment Type 1. Photovoltaic Modules	ETL	Certifying Entity	
2. <u>Inverters</u>			
3 4			
5.			
Is the prime mover compatible with Distributed Energy Resource Manufacturer, Model Name & Nur Version Number: n/a	mber: Mfr: Yaskawa Model: XGI 150		1500-166/166
Nameplate Rating in (SummerkW:	er): 2,076	(Winter): 2,076	
Nameplate Rating in (Summe kVA:	er): 2,076	(Winter): 2,076	
Individual Generator Power Factor			×I
Rated Power Factor: Leading: Inverter will have capability of .8 1.1 Based on Utility Requirement Total Number of Distributed Energy	ıts		
Interconnection Application: One		Single Phase	Three Phase

Inverter Manufacturer, Model

Mfr: Solectria

Name & Number (if used):

Model: XGI 1500 Number: (2) 125/125 and (11) 166/166

List of adjustable set points for the Inverters to be UL1741 listed and tested to IEEE 1547

protective equipment or software:

Note: A completed power systems load flow data sheet must be supplied with the Interconnection Application.

Distributed Energy Resource Characteristic Data (for inverter-based machines)

Max design fault

Instantaneous or

contribution current: 2256A

RMS?

1-Cycle RMS

Harmonic characteristics: THD <3% @ rated load Start-up requirements:

Healthy Grid Connection

Distributed Energy Resource Characteristic Data (for rotating machines)

RPM

*Neutral Grounding

frequency:

Resistor (if applicable):

Synchronous Generators:

Direct Axis Synchronous

Zero Sequence

Reactance, Xd

Reactance, Xo-

Direct Axis Transient

KVA Base:

Reactance, X' d

Direct Axis Subtransient

Field Volts:

Reactance, X"d:

Negative Sequence Reactance,

Field Amperes:

 X_2

Induction Generators:

Motoring Power (kW):

Exciting Current:

I22t or K (Heating

Temperature Rise:

Time Constant):

Rotor Resistance, Rr:

Frame Size:

Stator Resistance, Rs:

Design Letter:

Stator Reactance, Xs:

Reactive Power Required In

Vars (No Load):

Rotor Reactance, Xr

Reactive Power Required In

Vars (Full Load):

Magnetizing

Total Rotating Inertia, H:

Reactance, Xm:

Per	Unit	on	kVA
Ras	A		

cui .	α .	• .
Short	Caro	:mt

Reactance, Xd":

Note: Please contact the Area EPS Operator prior to submitting the Interconnection Application to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

THE SEASON CANADA	Lacu	tres through	RHOM			
Will a transform	er be u	ised between	the DER and the	Point of Co	mmon Coupling?	Yes No
Will the transfor	mer be	provided by	the Interconnecti	ion Custome	r?	Yes No
Transformer Dat	ta (If A	pplicable, fo	r Interconnection	Customer-C	wned Transformer):	
Is the transforme	er:	Single Ph	nase 🔀 Three F	hase		
Size (kVA): 2,0	000		nsformer tbd		on kVA Base:	
If Three Phase: Transformer Primary:	Volts:	13.8kV	Delta:	Wye:	Wye Grounded:	Yes
Transformer V Secondary:	Volts:	600V	Delta:	Wye:	Wye Grounded:	Yes
Transformer V Tertiary:	Volts:	n/a	Delta:	Wye:	Wye Grounded:	
Transformer Fus	e Data	(If Applicab	le, for Interconne	ction Custor	ner-Owned Fuse):	
(Attach copy of i	fuse ma	anufacturer's	s Minimum Melt a	and Total Cl	earing Time-Current (Curves)
Manufacturer:	TBD		Type:	Size	e: Speed:	
Interconnecting (<u>Circuit</u>	Breaker (if a	applicable): n/a			
Manufacturer:				Type:		

Load Rating (Amps)	Interrupting R (Amps):	-	Trip Speed Cycles):	
Interconnection Prot	ective Relays (If Applicab	o <u>le)</u> : n/a - Inverter	s UL 174	1SA listed to IEEE1547
If Microprocessor-C	ontrolled:			
List of Functions and	d Adjustable Setpoints for	the protective equi	ipment or	software:
2 3 4 5	Setpoint Function		Ma	ximum
	ents: y Proposed Time-Overcur Type:			Proposed Setting:
	Type:	-		Proposed Setting:
	Type:			Proposed Setting:
	Type:			Proposed Setting:
	Type:			Proposed Setting:
	Data (If Applicable): anufacturer's Excitation a	ΓBD nd Ratio Correction	1 Curves)	
Туре:	Accura	ev	Propose	ed
1) 0	Class:	-,	Ratio	
			Connec	tion:
Manufacturer:				
Type:	Accura	cy	Propose	ed
· ·	Class:	•	Ratio	
			Connec	tion:
Potential Transforme	er Data (If Applicable): T	BD		

Manufacturer:

Type:	Accuracy Class:	Proposed Ratio Connection:
Manufacturer:		
Type:	Accuracy Class:	Proposed Ratio Connection:
General Information		
Enclose copy of site electrical one-line equipment, current and potential circuldiagram shall include:		
• Interconnection Customer nam	ne.	
Application ID (or, if applicab)	le, Customer account number	r)
Installer name and contact info	ormation.	
 Install address- must match ap 	plication address.	
 Correct positions of all equipm DC/AC disconnect. Include di equipment. See Minnesota Tec 	stances between equipment, a	
This one-line diagram must be signed Minnesota if the DER is larger than 50		-
Is One-Line Diagram Enclosed?	Yes No	
Enclose copy of any site documentation proposed Distributed Energy Resource documentation). Is Available Docume Proposed location of protective interface	e (e.g., USGS topographic manuation Enclosed?	ap or other diagram or Yes No
from the Interconnection Customer's a		
Enclose copy of any site documentation and control schemes. Is Available I	on that describes and details to Documentation Enclosed?	he operation of the protection Yes No
Enclose copies of schematic drawings circuits, relay potential circuits, and al Are Schematic Drawings Enclosed?	•	•
Enclose copies of documentation show	_	ction 1.7)

<u>Disclaimer:</u> The Area EPS Operator shall notify the Interconnection Customer with an opportunity to request a timeline extension (See MN DIP Section 1.8.2 and 5.2.3.). Failure by the Interconnection Customer to meet and request an extension as described in MN DIP Section 5.2.3 for a timeline outlined in the MN DIP could result in a withdrawn queue position and the need to re-apply. INITIAL: <u>JJC</u>

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Application is true and correct.

Interconnection Customer:

MN DIP Attachment 3: Interconnection Application Form

April 6, 2020



72M
72-CELL MONOCRYSTALLINE MODULE

380 Wp

20.32%

MAX EFFICIENCY

10 YEAR

PRODUCT WARRANTY

25 YEAR

LINEAR PERFORMANCE GUARANTEE

HELIENE IS A PREMIER SOLAR MODULE MANUFACTURER, SERVICING THE GROWING SOLAR ENERGY MARKETS OF NORTH AMERICA.

COMBINING PROVEN EUROPEAN TECHNOLOGY WITH NORTH AMERICAN INGENUITY ALLOWS HELIENE TO MAKE A REAL COMMITMENT IN PROVIDING SMARTER ENERGY CHOICES FOR THE FUTURE.

HELIENE www.heliene.com





GUARANTEED POSITIVE POWER SORTING: [-0 + 4.99WP]



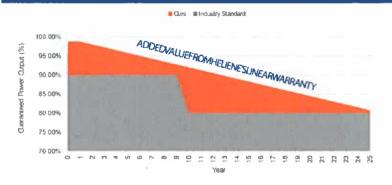
AVAILABLE IN 1000V OR 1500V SYSTEM VOLTAGE RATING



QUALITY MANAGEMENT SYSTEM FOLLOWING INTERNATIONAL STANDARD: ISO9001

LINEAR PERFORMANCE GUARANTEE

10YEARWORKMANSHIPWARRANTY • 25YEARLINEARPERFORMANCEGUARANTEE





SOLECTRIA XGITM 1500

Premium 3-Phase Transformerless Utility-Scale Inverters

Features

- Made in the USA with global components
- Buy American Act (BAA) compliant
- Four models: 125kW/125kVA, 125kW/150kVA, 150kW/166kVA, 166kW/166kVA
- 99.0% peak efficiency
- Flexible solution for distributed and centralized system architecture
- Advanced grid-support functionality Rule 21/UL1741SA
- Robust, dependable and built to last
- Lowest O&M and installation costs
- Access all inverters on site via WiFi from one location
- Remote diagnostics and firmware upgrades
- SunSpec Modbus Certified

Options

- String combiners for distributed and centralized systems
- Web-based monitoring
- Extended warranty



Yaskawa Solectria Solar's XGI 1500 utility-scale string inverters are designed for high reliability and built of the highest quality components that were selected, tested and proven to last beyond their warranty. The XGI 1500 inverters provide advanced grid-support functionality and meet the latest IEEE 1547 and UL 1741 standards for safety. The XGI 1500 inverters are the most powerful 1500VDC string inverters in the PV market and have been engineered for both distributed and centralized system architecture. Designed and engineered in Lawrence, MA, the new SOLECTRIA XGI inverters are assembled and tested at Yaskawa America's facilities in Buffalo Grove, IL. The XGI 1500 inverters are Made in the USA with global components and are compliant with the Buy American Act.



SOLECTRIA XGI 1500

Specifications

	XGI 1500-125/125	XGI 1500-125/150	XGI 1500-150/166	XGI 1500-166/166
DC Input				
Absolute Maximum Input Voltage	1500 VDC	1500 VDC	1500 VDC	1500 VDC
Meximum Power Input Voltage Range (MPPT)	860-1250 VDC	880-1250 VDC	860-1250 VDC	860-1250 VDC
Operating Voltage Range (MPPT)	860-1450 VDC	860-1450 VDC	860-1450 VDC	860-1450 VDC
Number of MPP Trackers	1 MPPT	1 MPPT	1 MPPT	1 MPPT
Maximum Operating Input Current	148.3 A	148.3 A	178.0 A	197.7 A
Maximum Operating PV Power	128 kW	128 kW	153 kW	170 kW
Maximum DC/AC Ratio Max Rated PV Power	2.0 250 kW	2.0 250 kW	1.66 250 kW	1.5 250 kW
Max Rated PV Short-Circuit Current (Σisc x 1.25)	320 A	320 A	320 A	320 A
AC Output				
Nominal Output Voltage	600 VAC, 3-Ph	600 VAC, 3-Ph	600 VAC, 3-Ph	600 VAC, 3-Ph
AC Voltage Range	-12% to +10%	-12% to +10%	-12% to +10%	-12% to +10%
Continuous Real Output Power	125 kW	125 kW	150 kW	186 kW
Continuous Apparent Output Power	125 kVA	150 kVA	166 kVA	168 kVA
Maximum Output Current	120 A	144 A	160 A	160 A
Nominal Output Frequency	60 Hz	60 Hz	60 Hz	60 Hz
Power Factor (Unity default)	+/- 0.85 Adjustable	+/- 0.85 Adjustable	+/- 0.85 Adjustable	+/- 0.85 Adjustable
Total Harmonic Distortion (THD) @ Rated Load	<3%	<3%	<3%	<3%
Grid Connection Type	3-Ph + N/GND	3-Ph + N/GND	3-Ph + N/GND	3-Ph + N/GND
Fault Current Contribution (1 cycle RMS)	144 A	173 A	192 A	192 A
Efficiency	144 5	1737	192 A	192 M
Peak Efficiency	98.9%	98.9%	99.0%	99.0%
CEC Average Efficiency	98.5%	98.5%	98.5%	98.5%
Tare Loss	<1 W	<1 W	<1 W	90.3% <1 W
Temperature	CIW	EI W	SI W	<1 44
Ambient Temperature Range	40°E to 140°E	1.400 to 500)	-40°F to 140°F	1.40C to 80C)
The second secon		-40°F to 140°F (-40C to 60C) 122°F (50C)		and the second s
De-Rating Temperature Storage Temperature Range	-40"F to 167"F		113°F	
AND A MARKON SECTION AND ADMINISTRATION OF THE PARTY OF T	-40 F ID 107 F		-40°F to 167°F	The second secon
Relative Humidity (non-condensing)			0 - 9	
Operating Altitude Communications	9,840 f	((3 km)	9,840 ft	(3 km)
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Wi	r:	
Advanced Graphical User Interface				
Communication Interface		Ethernet SunSpac Modbus TCP/IP		
Third-Party Monitoring Protocol				
Web-Based Monitoring		Optional		
Firmware Updates		Remote a	ud roca	
Testing & Cartifications		UL 1741, IEEE 1	1547 111 1009	
Safety Listings & Certifications				
Advanced Grid Support Functionality		Rule 21, U		
Testing Agency	ETL FCC Part 15. Class A			
FCC Compliance		FCC Part 1	b. Class A	
Warranty	Constitution of the contract of the contract of			
Standard and Options		5 Years Standard; C	option for 10 Years	
Enclosure				STATISTICS OF STATE DESIGNATION
Acoustic Noise Rating		56 dBA	All the Water selling and delication	
DC Disconnect		Integrated 2-Pole 25		
Mounting Angle	MALVAS VIETILATEDES I	Vertica	- In the state of	
Dimensions	Heig	ht: 29.5 in. (750 mm) Width: 39.4 in		nm) Specifications subject to cha
Weight		270 lbs (and the second s	
Enclosure Rating and Finish	Type 4X, Polyester Powder-Coated Aluminum			



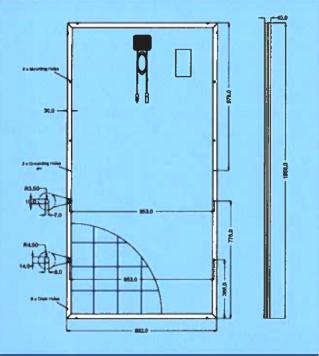
SOLECTRIA SOLAR

Yaskawa Solectria Solar 360 Merrimack Street Lawrence, MA 01843 solectria.com

1-978-683-9700 Email: inverters@solectria.com Document FL.XGI1500.01 9/30/2019 © 2019 Yaskawa – Solectria Solar



DIMENSIONS FOR HELIENE 72M SERIES MODULES



ELECTRICAL DATA (STC)

Peak Rated Power	P _{mpp} (W)	380
Maximum Power Voltage	V _{mop} (V)	41.20
Maximum Power Current	I _{mpp} (A)	9.23
Open Circuit Voltage	V _{oc} (V)	50.51
Short Circuit Current	Isc (A)	9.63
Module Efficiency *	Eff (%)	20.32
Maximum SeriesFuse Rating	MF (A)	20
Power Output Tolerance	[-0,+4.99]Wp	

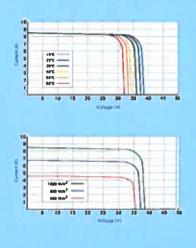
STC - Standard Test Conditions: Frradiation 1000 W/m2 - Air mass AM 1.5 - Cell temperature 25 °C

* Calculated using maximum power based on full positive output tolerance [-0, +4.99] Wp

MECHANICAL DATA

Dimensions (L x W x D)	1956 x 992 x 40 mm (77 x 39 x 1.6 inch)
Weight	21.9 kg (48.28 lbs)
Output Cables	1.2 m (47.2 inch) symmetrical cables with MC4 type connectors
Junction Box	IP-67 rated with 3 bypass diodes
Frame	Double webbed 15 micron anodized aluminum alloy
Front Glass	Low-iron content, high-transmission PV solar glass
Solar Cells	72 Monocrystalline cells (156 x 156 mm)

I-V CURVE FOR HELIENE 72M SERIES



CERTIFICATIONS





CERTIFICATIONS

UL Certification	ULC/ORD-C1703-1, UL1703	
IEC Certification	Optional	

Heliene modules are certified under the California Energy Commission (CEC) Listing Report

TEMPERATURE RATINGS

Nominal Operating Cell Temperature (NOCT)	+45°C (±2°C)
Temperature Coefficient of P	-0.38%/°C
Temperature Coefficient of V _{oc}	-0.35%/℃
Temperature Coefficient of I	0.06%/°C

MAXIMUM RATINGS

Operational Temperature	-40°C - +85°C
Max System Voltage	1000V (*1500V) *Optional

WARRANTY

10 Year Manufacturer's Workmanship Warranty
25 Year Linear Power Guarantee
(Refer to product warranty page for details)

PACKAGING CONFIGURATION

Modules per box:	26 pieces
Modules per 53' trailer:	780 pieces











COMPANY INFORMATION

ALL ENERGY SOLAR, INC 1284 ENERGY LANE ST PALU, MN 55108 (800) 820-3370 INFO@ALLENERGYSOLAR.COM

MOUNTAIN IRON SOLAR MINERAL AVE, MOUNTAIN IRON, MN 55768 CLIENT INFORMATION

SYSTEM DETAILS

35° FDZED TILT
44° CC TPYICAL ROW
58PACING
(6,600) HELIENE
380W MCOLLES
1070AL DC SYSTEM
SIZE: 2,508,001W
TOTAL AC SYSTEM
SIZE: 2,508,001W
MOUNTAIN IRON
SIZE AC: 250,004W
LOOP TO SEE AC: 250,004W
LOOP

REVISIONS

LAST: 03/20/2020 DA

SHEET TITLE

ELECTRICAL SITE MAP

SHEET NUMBER E-401

COUNCIL LETTER 051820-VH2

UAB

LEASE AGREEMENT

DATE:

May 14, 2020

FROM:

Utility Advisory Board

Craig J. Wainio City Administrator

As part of the proposed solar farm located on the former desert area, lease agreement is required. The lease agreement spells out the terms for the proposed solar farm may use City property. The agreement was reviewed and approved by outside counsel. The agreement was sent to the Utility Advisory Board for review, minimum comment was provided and no objections were raised. Therefore it is recommended that the City Council approve the lease agreement as presented.

LEASE AND SOLAR EASEMENT

This Lease and Solar Easement ("Lease") is entered into and effective on December 1, 2019 ("Effective Date") between the City of Mountain Iron, a Minnesota municipal corporation ("Lessor"), and SUNEX SOLAR - SOLEIL DU NORD, LLC, a Michigan limited liability company (with its permitted successors and assignees, "Lessee"). Lessor and Lessee may be referred to individually as a "Party" and collectively as "Parties."

RECITALS

- 1. Lessor is the owner of real property located in St. Louis County, Minnesota and more specifically described in Exhibit A (the "Lessor Property").
- Lessee is engaged in the business of developing, constructing, owning and operating solar
 energy conversion facilities for the production of electricity and sale of such electricity at
 wholesale, including to Lessor pursuant to a separate power purchase agreement.
- 3. Lessee wishes to lease a portion of the Lessor Property to install and operate two solar photovoltaic energy conversion facilities (together, the "Facility"), together with related solar easements, and Lessor is willing to grant Lessee a lease and easement in accordance with the terms of this Lease.
- 4. Lessee and Lessor will enter into a separate purchase option ("Purchase Option") pursuant to which Lessor is granted the option to purchase its facility and related rights and assets. A similar purchase option will also be independently granted to the other facility and its related rights and assets.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and other consideration set forth below, the adequacy and receipt of which is acknowledged, Lessor and Lessee agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) Lessor leases to Lessee and Lessee leases from Lessor the real property legally described in Exhibit A attached hereto (the "Premises") for the purposes of (i) monitoring, testing and assessing the Premises for solar photovoltaic energy generation, and (ii) developing, constructing, installing, operating and maintaining photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, metering equipment, interconnection facilities and related facilities and equipment (collectively, the "Facility") on the Premises. Lessee's rights under this Lease with respect to the Premises shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights.

- (b) Lessee shall use the Premises only for the evaluation, development, construction, installation, maintenance, and operation of the Facility. Any improvements, fixtures or structures other than the Facility shall not be installed without the express written consent of Lessor. Lessee shall also be entitled to ingress and egress to and from its Facility and appurtenant equipment.
- Prior to construction of the Facility, Lessee may engage in assessment, (c) development and design activities on the Premises, including, but not limited to (i) feasibility studies, including measurement of sunlight or solar energy potential and other meteorological data; (ii) design, siting and analysis of proposed Facility; and (iii) such other tests, analysis or studies as may be required by permitting agencies or as Lessee deems advisable. Lessee may install one or more measuring devices at the Premises as necessary to measure its solar characteristics. Lessee shall use all reasonable efforts to avoid interference with Lessor's agricultural or other activities during Lessee's assessment activities and, subject to Lessee's rights under this Lease, Lessor may continue to use the Premises until Lessee commences construction or other activities allowed by this Lease which require physical occupancy or use of the Premises. Once Lessee completes its assessment activities, Lessee will identify that portion of the Premises on which it intends to install the solar array and related equipment, and will conduct a survey as needed to specifically describe the area to be occupied, if different than the Premises described in Exhibit A. If the actual area of the Premises to be used is materially different than as described in Exhibit A. Lessor and Lessee agree to amend the description of the Premises in Exhibit A to reflect a revised description of the Premises and any associated changes.
- (d) Lessee reserves the right to relocate or reconfigure the Facility upon the Premises during the term of this Lease. Lessor shall retain the right to use that portion of the Lessor Property not occupied by the Facility to the extent its use is consistent with Sections 1.2 and 5.2, for all purposes. Lessee agrees to cooperate with Lessor to locate the Facility on the Premises in a manner that minimizes interference with the current and proposed activities of Lessor on the Lessor Property. In this respect, Lessor agrees to provide Lessee with any information needed to locate the Facility to reduce the effect on Lessor and the Lessor Property.
- (e) Lessee and Lessor acknowledge and agree that upon construction of the Facility and related facilities, the use of the Premises shall be commercial for all purposes and not agricultural for any purpose, and each of them shall file any zoning, tax or other documents associated with the Premises consistent with this designation and use.

Section 1.2 Solar Easement

- (a) Lessor hereby grants Lessee an exclusive easement to use all sunlight which naturally arrives at the Premises, including an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Premises throughout the entire area of the Lessor Property described on Exhibit B (the "Easement Premises"), which shall consist horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility comprising any part of the Facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. Trees, structures and improvements located on the Easement Premises as of the date of this Lease shall be allowed to remain and Lessee may not require their removal. Lessor may not place or plant any trees, structures or improvements on the Easement Premises after the date of this Lease which may, in Lessee's reasonable judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless Lessor has received approval from Lessee for installation of any such trees, structure or improvement. In the event Lessor places or plants trees, structures or improvements on the Easement Premises which violate the provisions of this Section 1.2, Lessee may notify Lessor and request removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 1.2, within thirty (30) days.
- (b) Lessor further grants to Lessee an easement and license for the Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare and reflection, on and across the Premises and Lessor Property, and Lessor waives and releases any claims or causes of action arising from or related to the occurrence of any such events in its capacity as owner of the Lessor Property. Lessor retains any authority or rights it may have as a Governmental Authority responsible for zoning, land use, permitting, environmental studies and approvals, and implementation or enforcement of any laws applicable to the Lessor Property, Premises, or Facility, and is not waiving or agreeing to any diminution in its authority or responsibilities in this respect.

ARTICLE II. Lease Term

Section 2.1 Lease Term. (a) The term of this Lease shall commence upon the date it is executed and delivered by both Parties and continue until the date that is twenty-five (25) years from the date on which the Facility commences commercial operation ("Commercial Operation Date") unless terminated earlier in accordance with its terms ("Term"). Lessee shall notify Lessor of the Commercial Operation Date.

(b) Provided Lessee is not in default under this Lease, Lessee shall have the option to extend the Term an additional five years after the expiration of the original 25-year term. To exercise its option, Lessee shall provide written notice to Lessor no later than one year prior to the scheduled expiration of the initial 25-year term.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of the Term as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either Party and the election of the non-breaching Party to terminate the Lease pursuant to Article IX; or
- (d) Either Lessee or Lessor terminates the Lease pursuant to Section 3.1(a), or Lessee terminates the Lease pursuant to Section 8.1 or
- (e) Lessor exercises its Purchase Option and the Lease is terminated by the Lessor and Lessee upon the date the Facility is transferred to Lessor.

ARTICLE III. Rent and Taxes

Section 3.1 Rent

(a) Lessee shall pay Lessor an amount annually as Rent for the period of time between the date of this Lease and the Commercial Operation Date as set forth in Exhibit D. The "Commencement Date" shall be the first day of the first full month after Lessee commences significant physical construction of the Facility on the Premises to the exclusion of Lessor's use of the Premises (including grading, permanent fencing or installation of racking or interconnection or electrical facilities, but excluding staking, testing and or preliminary activities). The Commencement Date shall occur prior to July 1, 2020, and, once construction has commenced, Lessee shall use all commercially reasonable efforts to complete the Facility and attain the Commercial Operation Date. The Commercial Operation Date shall occur no later than December 31, 2020. If the Commencement Date does not occur by July 1, 2020, or the Commercial Operation Date does not occur by December 31, 2020, except as such periods may be extended by Force Majeure or agreement of the Parties, either Lessee or Lessor shall have the option to terminate the Lease, in which case neither Lessee nor Lessor shall have any further obligations under this Lease and Lessee shall have no further obligation to pay Rent to Lessor. All Rent obligations arising under this Lease shall be prorated for any partial year.

(b) The twelve (12) month periods beginning with the Commercial Operation Date and each anniversary of the Commercial Operation Date shall each be a Lease Year. Beginning with the Commercial Operation Date, Lessee shall pay to Lessor an annual rental payment as set forth in Exhibit D (together with payments due prior to the Commercial Operation Date, "Rent").

Section 3.2 Payments

Lessee shall make the initial payment of Rent for the first year after the Effective Date as set forth in Section 3.1(a) within ten (10) days of the Effective Date and on the anniversary date of the Effective Date of the Lease thereafter until the Commercial Operation Date. Lessee shall pay Lessor Rent for the first full Lease Year no later than ten (10) days after the Commercial Operation Date. On each anniversary of the Commercial Operation Date, Lessee shall pay Lessor the annual Rent due in advance for the following Lease Year.

Section 3.3 Taxes, Assessments and Utilities

- (a) Lessor shall pay, when due, all real property taxes and assessments levied against the Lessor Property and Premises and all personal property taxes and assessments levied against any personal property on the Lessor Property. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Lessor from Lessee.
- (b) Lessee shall pay all personal property and other taxes and assessments levied against the Facility when due, including, but not limited to, any solar energy production taxes due pursuant to Minn. Stat. Section 272.0295 (2019) as amended. If the Lessor Property or Premises experiences any increase in the amount of real property taxes assessed against it as a result of the installation of the Facility on the Premises, including any reclassification of the Lessor Property or Premises pursuant to Minn. Stat. Section 272.02, subd. 24 (2019) or otherwise, Lessee shall pay or reimburse Lessor an amount equal to the increase caused by the Facility no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid by Lessor, provided that not less than thirty (30) days prior to such due date Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Lessor Property or Premises and any related information demonstrating the increase was caused by the Facility and the amount of the increase.
- (c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting

the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facility or Lessee on the Premises.

Section 3.4 Interconnection of Electrical Facilities

Lessee shall interconnect the Facility with Lessor's electrical system at the location and in the manner described in Exhibit C ("Lessor Interconnection Point") unless otherwise required by Lessor in its capacity as operator of the Lessor's electrical system. As between Lessor and Lessee, Lessee shall be responsible for all costs of designing, procuring, installing, maintaining and operating any equipment or facilities necessary to interconnect the Facility at the Lessor Interconnection Point, and to permit the receipt, transmission, and delivery of the electricity produced by the Facility to Lessor.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises and Lessor Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Premises or in connection with Lessee's use of the Premises or [Transmission Premises]. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance within the time period required, Lessor may take such action as is necessary to remove the lien or encumbrance, and Lessee agrees to reimburse Lessor for all costs and expenses, including reasonable attorney's fees and court costs and disbursements, incurred by Lessor to remove the lien or encumbrance.

Section 4.2 Permits and Laws

(a) Lessee, at its sole expense, will obtain any and all Permits, including land use permits and approvals, building permits, environmental impact reviews, and any other governmental approvals, required for the financing, construction, installation, relocation, replacement, maintenance, operation or decommissioning of the Facility. Lessee will have the right to contest, by appropriate legal proceedings, the validity or applicability of any law, ordinance, statute, order, or regulation to the Premises or the Facility. To the extent Lessor is the Governmental Authority responsible for evaluating or issuing any Permit for the

Facility or Lessee's use of the Premises, nothing in this Lease shall be interpreted as restricting or affecting Lessor's performance of its obligations in its capacity as the permitting authority.

(b) Lessee and its subcontractors, agents and designees shall at all times comply with all Applicable Laws with respect to Lessee's activities pursuant to this Lease. Lessee shall design, construct, install and operate the Facility and any related equipment in accordance with Prudent Electric Industry Practice and all Applicable Laws. In particular, Lessee shall comply with all Environmental Laws.

Section 4.3 Lessee's Improvements

- (a) The Facility and related equipment constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Premises. The Facility is and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facility and the Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lenders may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee.
- (b) Throughout the Term Lessee shall, at its sole cost and expense, maintain Lessee's Facility in good condition and repair, ordinary wear and tear excepted. Any portion of the Facility constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be replaced, repaired or refurbished by Lessee at any time. At the end of the Term, including any termination of the Lease, Lessee shall remove the Facility, including all support posts in their entirety and foundations or other equipment to a depth of 48 inches, within three (3) months from the date the Term expires or the Lease terminates (six months if the Term ends during the winter), and restore the Premises to a condition comparable to the condition it was in at the Effective Date (exclusive of changes caused by the activities of Lessor). If Lessee fails to remove any portion of the Facility within the required time period, that portion of the Facility shall be considered abandoned by Lessee and Lessor may remove that portion of the Facility from the Premises and dispose of it in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facility or restore the Premises as required, Lessor may use the decommissioning security provided by Lessee to complete decommissioning and restoration, and if Lessor removes any portion of the Facility or restores the Premises at Lessor's expense and such security is not available. Lessee shall reimburse Lessor for all reasonable costs of removing that portion of the Facility or restoring the Premises as required by the Lease, less any

salvage or resale value received by Lessor, within thirty days after receipt of an invoice from Lessor.

- (c) Prior to the Commercial Operation Date, Lessee shall provide a cost estimate to decommission the Facility and restore the Premises (as amended, "Decommissioning Cost") prepared by a qualified engineer or contractor, which shall include the full estimated cost to decommission the Facility and restore the Premises as set forth above. Lessee shall deliver an updated opinion as to Decommissioning Cost to Lessor on or before the date that is 180 days prior to the end of the 5th Lease Year. Security to assure Lessee's performance of its decommissioning and restoration obligations may be included in the Permits for the Facility or Premises. In the event no Permit provides for such security, Lessee agrees to provide such security in favor of Lessor as described below in the amount of 110 % of the Decommissioning Cost in the form of (i) an escrow account into which Lessee will deposit one-fifth (1/5) of the required security amount each year beginning with the eleventh Lease Year and continuing until fully funded, and to which Lessor will have access if and to the extent Lessee fails to perform its decommissioning and restoration obligations; or a (ii) a letter of credit or bond in the full amount of the Decommissioning Cost provided prior to the eleventh Lease Year in favor of Lessor which can be used in the event and to the extent Lessee fails to perform its decommissioning and restoration obligations. Lessor may use such security to reimburse itself for costs of decommissioning and restoration it incurs. At the end of the 10th and 20th Lease Year, Lessee shall reevaluate its estimate of Decommissioning Cost, and, if higher than previously estimated, the amount of security provided by Lessee shall be increased to equal the new estimated Decommissioning Cost within sixty (60) days of the end of the applicable Lease Year.
- (d) Lessee shall use reasonable care in the installation and construction of the Facility so as to avoid damage to the Lessor Property and risk of injury to Lessor's employees, customers, tenants, guests and invitees. Lessee shall secure its equipment, interests and supplies during construction, and remove any construction debris on a regular basis.

Section 4.4 Environmental Laws

Lessee shall not use, store, dispose of or release on the Premises or Lessor Property or cause or permit to exist or be used, stored, disposed of or released on the Premises or Lessor Property as a result of Lessee's activities, any Hazardous Substances, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all Environmental Laws. Lessee shall comply with all Environmental Laws applicable to its use and occupation of the Premises and construction, operation and maintenance of the Facility.

Section 4.5 Insurance

Lessee shall obtain and maintain in force the policies of insurance covering the Facility and Lessee's activities on the Premises and Lessor Property at all times during the Term as described in Exhibit E. Such insurance coverage for the Facility and Premises may be provided as part of a blanket policy that covers other facilities or properties as well. Lessee shall provide Lessor with certificates of insurance reflecting the required coverage at least once per year and upon request by Lessor.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Lessor is the sole owner of the Lessor Property, Easement Premises, and Premises in fee simple and each person or entity signing the Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and rights granted herein. All persons having any ownership interest in the Lessor Property, Easement Premises, Premises and [Transmission Premises] are signing this Lease as Lessor. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. There are no encumbrances or liens against the Lessor Property or Premises except as recorded with the County Recorder for St. Louis County. Lessor agrees to deliver any documents necessary to correct any title defects which would, if not corrected, adversely affect Lessee's rights hereunder or its ability to obtain and maintain financing of the Facility.

Section 5.2 Quiet Enjoyment

- (a) Lessee shall have the quiet use and enjoyment of the Premises, [Transmission Premises] and Easement Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Lessor Property and Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Lease, and Lessor shall not interfere with any of Lessee's activities pursuant to this Lease.
- (b) Lessee acknowledges that Lessor may not own the oil, gas, mineral and similar rights to and underlying the Premises and Lessor Property. Lessor is not aware of any existing or proposed oil, gas, mineral or other leases with any person with respect to the Premises or Lessor Property, and Lessor will notify Lessee of any such proposed activities of which Lessor becomes aware, unless prohibited by Applicable Laws or other confidentiality restrictions.

Section 5.3 Cooperation

To the extent consistent with Applicable laws and its obligations as a Governmental Authority, Lessor shall cooperate with Lessee to obtain and maintain any approvals, authorization and permits needed in connection with the analysis, development, construction, maintenance, and operation of the Facility, including execution of any permit applications which require Lessor's signature in its capacity as landowner only. Lessor shall also provide Lessee with such further assurances and shall execute any estoppels, certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its Lenders.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

- (a) Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other Party and the other Party's elected and appointed officials, officers, directors, employees, representatives, and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees ("Damages"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Lessor Property or Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Lease by the Indemnifying Party. Nothing in this Section shall relieve Lessor or Lessee of any liability to the other for any breach of the Lease. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of any Indemnified Party but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligent or intentional acts, errors or omissions caused the Damages. Neither Party shall be indemnified for its Damages resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Lease.
- (c) Lessee shall indemnify, defend and hold harmless Lessor and its elected and appointed officials, officers, employees and agents against any and all suits, actions, response actions, orders, losses, damages, civil or criminal penalties, fees, costs, expenses, claims or liabilities (including without limitation, attorneys' fees and expenses) arising out of, or in connection with, the release (or alleged release) of any Hazardous Substances introduced to or handled on the Lessor Property by Lessee or its contractors, suppliers, or agents, or violations (or alleged violations) of any Environmental Laws by the Lessee or its officers, employees, agents, contractors or suppliers, including without limitation, with respect to damage to property, including the costs of

investigation, cleanup, removal, remedial, corrective or response action. Notwithstanding the foregoing provisions, Lessee shall not be responsible for any Damages to the extent attributable to Hazardous Substances present on the Lessor Property or violations of prior to the Effective Date or introduced or handled by Lessor or its agents, contractors and representatives.

(c) Nothing in this Section 6.1 shall be construed as waiving or reducing any right of immunity or exemption from liability in favor of Lessor under Applicable Laws, or any limitation on recoverable damages available to Lessor under Applicable Laws arising from Lessor's status as a municipality under Minnesota law, and Lessor explicitly retains any and all rights to utilize such defenses and limitations. Lessor's indemnification obligations in this Lease shall be subject to and limited by any and all such defenses and limitations.

Section 6.2 Damage to Crops or Lessor Property

- (a) In the event Lessor suffers damage to the Lessor Property or any improvements of Lessor on the Lessor Property during Lessee's construction, installation, operation and maintenance of the Facility on the Premises, Lessee shall reimburse Lessor for the reasonable costs to repair or replace any such damage or pay Lessor fair compensation for any such losses or damage. In particular, if Lessee damages any tile lines, Lessee shall immediately notify Lessor and repair or replace the damaged tile or reimburse Lessor the costs incurred by Lessor to repair or replace the damaged tile.
- (b) The parties anticipate that Lessor or its agricultural tenants may suffer damage to growing crops during lessee's assessment, construction, operation and maintenance of the Facility on the Premises. Lessee shall notify Lessor of its planned construction schedule in order that Lessor may elect not to plant crops within the Premises for the growing season in which construction will occur. Lessee shall pay Lessor fair compensation for any losses or damage to growing crops, and if the parties cannot agree as to what would constitute fair compensation, the issue shall be submitted to arbitration before a qualified arbitrator mutually agreed by the parties. To the extent Lessee pays Lessor compensation for any crop losses or other damages suffered by a tenant of Lessor, Lessor shall pay the tenant the applicable compensation and Lessor agrees to indemnify and hold Lessee harmless from any failure by Lessor to remit such compensation to its tenant. After construction of the Facility is complete, Lessee shall not be obligated to pay Lessor or its tenants for any loss of income, rent, business opportunities, crops, profits or other losses arising from Lessor's inability to grow crops or otherwise use the Premises, consideration for which is included in the Rent.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

- Lessee may at any time mortgage or encumber all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity providing equity or debt financing for the Facility ("Lender") without the consent of Lessor. Lessee may not mortgage or encumber Lessor's fee interest or other interests in the Premises or Lessor Property. Any Lender shall have no obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessee shall notify Lessor of the identity and notice address for any Lender.
- (b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender. Lessee agrees to cooperate with any Lender and agrees to negotiate in good faith with respect to any modifications to this Lease which may be requested by any Lender.
- (c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be as effective to prevent a default under this Lease and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.
- (d) During the time all or any part of Lessee's interests in the Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default at the address provided by Lessor pursuant to Section 7.1(a). If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. The extension of time provided for foreclosure shall not apply to defaults consisting solely of a failure to pay Rent or other amounts due Lessor.

- (e) The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.
- (f) In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within thirty (30) days after the rejection or termination and to execute and deliver to Lessee or Lender a new Lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.
- (g) Any rights of a Lender under this Section 7.1 shall be subject to Lessor's rights under the Purchase Option.

Section 7.2 Assignment

Lessee may not assign, sublease, transfer or convey any portion of its interests in this Lease without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed, except for (i) assignment of its rights in their entirety to an entity created to own and operate the Facility and which is owned by Lessee, and (ii) any collateral assignment to a Lender as set forth in Section 7.1(a). Lessor shall notify Lessee of any such assignment. Any other such purported assignment, sublease, transfer or conveyance without the required consent from Lessor shall be void.

Section 7.3 Continuing Nature of Obligations

(a) The solar easement and related rights granted by Lessor in this Lease to Lessee are an easement in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement.

The easement and other rights granted by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement and related rights granted in this Lease and, as between the Premises and other tracts of property, no tract is considered dominant or servient as to the other.

(b) The burdens of the solar easement and all other rights granted to Lessee in this Lease shall run with and against the Premises and the Easement Premises and shall be a charge and burden on the Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, including the solar easement, shall inure to the benefit of Lessee and its permitted successors, assigns, permittees, licensees and lessees. Lessor acknowledges that any sale or conveyance of the Lessor Property shall be subject to the leasehold and easement interests of Lessee in this Lease.

ARTICLE VIII. Condemnation/Force Majeure

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of the Facility on the Premises or related facilities, the Parties shall either amend this Lease to reflect any necessary relocation of the Facility which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or, at Lessee's option, this Lease may be terminated, provided that any such termination shall not terminate Lessee's rights to participate in any condemnation proceedings or to any award in its favor as set forth in Section 8.2.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Facility or the loss of any of the Facility or the loss of use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. Lessee's right to compensation as set forth in this Section 8.2 shall survive the termination of this Lease or the taking by the condemnor of possession of the Premises or Lessor Property.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease (other than the payment of money) to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided, and includes, but is not limited to, fire, earthquake, flood, hurricane, tornado, war, epidemics, riot or civil strife, strikes or labor disputes, or the action by any Governmental Authority to prohibit the performance of the applicable obligation for reasons not attributable to the affected Party. The affected Party shall notify the other Party of the occurrence of the Force Majeure and its effect on performance of the Lease and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure preventing performance of its obligations under this Lease.

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

- (a) Subject to Section 7.1, each of the following shall constitute an event of default that shall permit the non-defaulting Party to terminate this Lease or pursue other remedies available at law or equity.
 - (i) any failure by Lessee to pay Rent if the failure to pay continues for thirty (30) days after written notice from Lessor to Lessee and any Lender; or
 - (ii) any other material breach of this Lease by either Party which continues for thirty (30) days after written notice of default from the non-defaulting Party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting Party is making diligent efforts to cure during that time.
- (b) For all claims, causes of action and damages the Parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by the Lease. Neither the enumeration of events of default in Section 9.1 nor the termination of this Lease by a non-defaulting Party shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Lease.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove the Facility from the Premises at Lessee's expense as required under Section 4.3 of this Lease. Lessee shall provide Lessor with a quit claim deed or similar instrument in recordable form evidencing the termination or expiration of the Lease.

Section 9.3 Specific Performance

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder with respect to Lessee's right to access or use the Premises [or Transmission Premises], damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach. In such circumstances, Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law.

Section 9.4 No Consequential Damages

Notwithstanding anything to the contrary in this Lease, neither Lessee nor Lessor shall be entitled to, and each of them expressly waives, any and all rights to recover consequential, incidental, punitive, indirect or exemplary damages, including, but not limited to, loss of use, loss of revenues, loss of profit, interest charges, or cost of capital, however arising, whether in contract, tort, equity or otherwise, with respect to any claim, action or damages arising from or in connection with this Lease.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier, telecopier or U.S. certified mail postage prepaid and shall be sent to the respective parties as follows:

To Lessor: City of Mountain Iron

Attn: City Administrator 8586 Enterprise Drive South Mountain Iron, MN 55768

(218) 748-7570

To Lessee: SUNEX SOLAR – SOLEIL DU NORD, LLC

636 W. WATER ST._ HANCOCK, MI 49930

(906) 483-0406

Notice shall be deemed delivered upon receipt or refusal, if personally delivered, upon the date of actually delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.

Section 10.2 No Third Party Beneficiaries

Nothing in this Lease shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Lease. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a Party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both Parties.

Section 10.4 Governing Law

This Lease is made in Minnesota and shall be governed by the laws of the State of Minnesota. This instrument is exempt from Minnesota deed tax.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any

agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Severability

Should any provision of this Lease be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Lease shall not be affected and shall continue in full force. The Parties will, however, use their best efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Lease as a whole.

Section 10.9 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

[Signature pages to follow]

City of Mountain Iron, a Minnesota municipal corporation									
Ву:									
Its:									

STATE OF)			
)	SS.		
COUNTY OF)			
2019, by	ent was acknowledged before me this, the	of the	f Mountair
,	- F		
	Notary Public		

			a Michig	gan limited lial	bility company	
			By:	buce has	odny	
			Its:(Chairman and (CEO	
STATE OF		_)				
COUNTY C)F) ss. _)				
The	foregoing ins		s acknowledged	before me	this	lay of
of			limited liability		ehalf of the co	mpany.
			Notary F	ublic		

SUNEX SOLAR - SOLEIL DU NORD, LLC,

Drafted By:

Paulson Law Office, Ltd. 4445 West 77th Street, Suite 224 Edina, MN 55435 (952) 835-0055

EXHIBIT A

DESCRIPTION OF PREMISES, LESSOR PROPERTY, ACCESS PREMISES

1. Lessor Property

Two tracts identified as PID Nos. 175-0070-01262 and 175-0070-01270 and described as follows:

Tract 1: That part of the SW1/4 of the NW ¼, Section 10, Township 58 North, Range 18 West of the Fifth Principal Meridian, lying south of Slate Street and West of County Road 102, City of Mountain Iron, St. Louis County, Minnesota

Tract 2: That part of Section 10, Township 58 North, Range 18 West of the Fifth Principal Meridian described as follows:

Part of the NW ¼ of the SW ¼ lying easterly of the DM & IR Railroad right of way; and part of the NE 1/4 of the SW 1/4 lying westerly of County Road 102 right of way and north of the north line of existing railroad Wacootah spur right of way; and part of the SW 1/4 of the SW 1/4 lying easterly of the DM&IR Railroad right of way and northly of the north line of existing railroad Wacootah spur right of way except highway right of way and except that part of the NW1/4 of the SW 1/4 and SW 1/4 of the SW 1/4 described as follows: Commencing at the Northeast corner of the NW 1/4 of the SW 1/4; thence South 00 degrees 51 minutes 26 seconds West assigned bearing along the East line 853.51 feet to the Point of Beginning; thence continuing South 00 degrees 51 minutes 26 seconds West along the East line a distance of 97.65 feet; thence South 65 degrees 07 minutes 39 seconds West 251.23 feet; thence South 53 degrees 47 minutes 55 seconds West 221.29 feet; thence South 28 degrees 46 minutes 58 seconds West 146.92 feet to the North line of the SW 1/4 of the SW 1/4; thence continuing South 28 degrees 46 minutes 58 seconds West 47.45 feet; thence South 18 degrees 57 minutes 17 seconds West 88.91 feet; thence South 33 degrees 08 minutes 30 seconds 121,43 feet; thence South 43 degrees 34 minutes 04 seconds West 62.81 feet; thence North 85 degrees 26 minutes 13 seconds West 86.86 feet; thence North 59 degrees 24 minutes 12 seconds West 85.11 feet; thence North 34 degrees 18 minutes 34 seconds West 74.90 feet; thence North 04 degrees 15 minutes 24 seconds West 17.64 feet to the North line of the SW1/4 of the SW 1/4; thence continuing North 04 degrees 15 minutes 24 seconds West 203.12 feet; thence North 20 degrees 40 minutes 31 seconds West 77.58 feet; thence North 42 degrees 54 minutes 35 seconds West 158.07 feet to the Point of Beginning;

And except all that part of the NW ¼ of the SW ¼ and the SW ¼ of the SW ¼ commencing at the Northeast corner; thence South 00 degrees 51 minutes 26 seconds West assigned bearing along the East line of the NW ¼ of the SW ¼ 726.86 feet; thence West 1150.88 feet to the Point

of Beginning; thence continuing West 29.60 feet; thence South 14 degrees 30 minutes 16 seconds East 342.64 feet; thence Southeasterly along a tangential curve 697.23 feet with a radius of 2120.96 feet and a central angle of 18 degrees 50 minutes 06 seconds; thence South 33 degrees 20 minutes 22 seconds East tangent to said curve 160.16 feet; thence North 00 degrees 47 minutes 37 seconds West 244.63 feet; thence North 59 degrees 24 minutes 12 seconds West 85.11 feet; thence North 34 degrees 18 minutes 34 seconds West 74.90 feet; thence North 04 degrees 15 minutes 24 seconds West 174.64 feet to the North line of the SW ¼ of the SW ¼; thence continuing North 04 degrees 15 minutes 24 seconds West 203.12 feet; thence North 20 degrees 40 minutes 31 seconds West 77.58 feet; thence North 42 degrees 54 minutes 35 seconds West 165.6 feet; thence North 37 degrees 39 minutes 35 seconds West 226.53 feet to the Point of Beginning.

2. Premises



EXHIBIT B

DESCRIPTION OF EASEMENT PREMISES

Two tracts identified as PID Nos. 175-0070-01262 and 175-0070-01270 and described as follows:

Tract 1: That part of the SW1/4 of the NW 1/4, Section 10, Township 58 North, Range 18 West of the Fifth Principal Meridian, lying south of Slate Street and West of County Road 102, City of Mountain Iron, St. Louis County, Minnesota

Tract 2: That part of Section 10, Township 58 North, Range 18 West of the Fifth Principal Meridian described as follows:

Part of the NW 1/4 of the SW 1/4 lying easterly of the DM & IR Railroad right of way; and part of the NE ¼ of the SW ¼ lying westerly of County Road 102 right of way and north of the north line of existing railroad Wacootah spur right of way; and part of the SW 1/4 of the SW 1/4 lying easterly of the DM&IR Railroad right of way and northly of the north line of existing railroad Wacootah spur right of way except highway right of way and except that part of the NW1/4 of the SW 1/4 and SW 1/4 of the SW 1/4 described as follows: Commencing at the Northeast corner of the NW 1/4 of the SW 1/4; thence South 00 degrees 51 minutes 26 seconds West assigned bearing along the East line 853.51 feet to the Point of Beginning; thence continuing South 00 degrees 51 minutes 26 seconds West along the East line a distance of 97.65 feet; thence South 65 degrees 07 minutes 39 seconds West 251.23 feet; thence South 53 degrees 47 minutes 55 seconds West 221.29 feet; thence South 28 degrees 46 minutes 58 seconds West 146.92 feet to the North line of the SW 1/4 of the SW 1/4; thence continuing South 28 degrees 46 minutes 58 seconds West 47.45 feet; thence South 18 degrees 57 minutes 17 seconds West 88.91 feet; thence South 33 degrees 08 minutes 30 seconds 121,43 feet; thence South 43 degrees 34 minutes 04 seconds West 62.81 feet; thence North 85 degrees 26 minutes 13 seconds West 86.86 feet; thence North 59 degrees 24 minutes 12 seconds West 85.11 feet; thence North 34 degrees 18 minutes 34 seconds West 74.90 feet; thence North 04 degrees 15 minutes 24 seconds West 17.64 feet to the North line of the SW1/4 of the SW 1/4; thence continuing North 04 degrees 15 minutes 24 seconds West 203.12 feet; thence North 20 degrees 40 minutes 31 seconds West 77.58 feet; thence North 42 degrees 54 minutes 35 seconds West 158.07 feet to the Point of Beginning;

And except all that part of the NW ¼ of the SW ¼ and the SW ¼ of the SW ¼ commencing at the Northeast corner; thence South 00 degrees 51 minutes 26 seconds West assigned bearing along the East line of the NW ¼ of the SW ¼ 726.86 feet; thence West 1150.88 feet to the Point of Beginning; thence continuing West 29.60 feet; thence South 14 degrees 30 minutes 16 seconds East 342.64 feet; thence Southeasterly along a tangential curve 697.23 feet with a radius of 2120.96 feet and a central angle of 18 degrees 50 minutes 06 seconds; thence South 33 degrees 20 minutes 22 seconds East tangent to said curve 160.16 feet; thence North 00 degrees

47 minutes 37 seconds West 244.63 feet; thence North 59 degrees 24 minutes 12 seconds West 85.11 feet; thence North 34 degrees 18 minutes 34 seconds West 74.90 feet; thence North 04 degrees 15 minutes 24 seconds West 174.64 feet to the North line of the SW ¼ of the SW ¼; thence continuing North 04 degrees 15 minutes 24 seconds West 203.12 feet; thence North 20 degrees 40 minutes 31 seconds West 77.58 feet; thence North 42 degrees 54 minutes 35 seconds West 165.6 feet; thence North 37 degrees 39 minutes 35 seconds West 226.53 feet to the Point of Beginning.

EXHIBIT C

LESSOR INTERCONNECTION POINT

South of Slate Street, West of Mineral Avenue in Mountain Iron, MN 47.523829, -92.622839 See attached Site Map



EXHIBIT D

RENT

Rent shall equal \$250.00 per year for the period from the Effective Date to the Commercial Operation Date for the Premises as a whole and effective on the Commercial Operation Date Rent shall be \$500.00 per year for each Lease Year for the Premises.

EXHIBIT E

INSURANCE

- 1. Lessee shall procure and maintain throughout the Term, at its own expense, the following policies of insurance:
 - (a) Workers' Compensation and Employer's Liability insurance that complies with the laws of Minnesota to the extent of statutory limits, if applicable including a waiver of subrogation to Lessor;
 - (b) Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$2,000,000 per occurrence. Such insurance shall include, but not necessarily be limited to, specific coverage for contractual liability encompassing the indemnification provisions in this Lease, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, and products/completed operations liability coverage;
 - (c) Comprehensive automobile liability insurance to the extent applicable with bodily injury and property damage combined single limits of at least \$1,000,000 per occurrence covering vehicles owned, hired, or non-owned; and
 - (d) Umbrella and/or Excess Liability insurance providing coverage on a "following form" basis to the underlying primary coverage of commercial general liability with coverage limits of at least \$4,000,000.
 - (d) All other insurance required by Applicable Laws as deemed appropriate by Lessee.
- 2. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Minnesota. All insurers shall be issued from companies satisfactory to Lessor and have a rating of A- or better in the current A.M. Best Rating Guide.
- 3. The amounts of insurance required above may be satisfied by Lessee buying primary coverage in the amounts specified or by buying a separate excess umbrella liability policy together with the lower limit primary underlying coverage. The structure of the coverage is Lessee's option, as long as the total amount of insurance meets the requirements of this Lease.
- 4. The policies required of Lessee shall be "occurrence" form policies. Lessee may not use "claims-made" form coverage to meet its obligations without the prior written consent of each such policy from Lessor.

- 5. Lessee's Commercial General Liability policy and Umbrella or Excess Liability policies shall include each of the following endorsements, and its workers' compensation and automobile liability policies shall include endorsement (d) listed below:
 - Lessor and its commissioners, elected and appointed officials, directors, officers, managers, supervisors, employees, volunteers, and agents shall be additional insureds under all policies;
 - b. The policies are to be primary with respect to the interest of Lessor and its commissioners, elected and appointed officials, directors, officers, managers, supervisors, employees, volunteers and agents, and any other insurance maintained by any of them shall be excess and not contributory with Lessee's insurance;
 - Each insurer shall waive all rights of subrogation against Lessee and its commissioners, elected and appointed officials, directors, officers, employees, and agents;
 - Governmental immunities endorsement;
 - e. Statement accepting the governing law and venue and jurisdiction terms of this Agreement; and
 - f. Notwithstanding any other provision of a policy, no policy shall be cancelled, expire or changed in a material way by the insurer without thirty (30) days prior written notice to Lessee.
- 6. Lessee or its insurers or agents shall provide Lessor with certificates of insurance evidencing the policies and endorsements described prior to commencing any physical activities on the Lessor Property. Failure to obtain the insurance coverage required shall in no way relieve or limit Lessee's obligations and liabilities under other provisions of this Lease.

EXHIBIT F

Defined Terms

The terms defined below, when capitalized and used in the Lease, shall have the meanings given to them in this Exhibit F.

- 1. Applicable Laws: All applicable laws, statutes, treaties, codes, ordinances, regulations, orders, licenses, permits, and rules of any Governmental Authority, now in effect or enacted in the future, as amended, and as interpreted and applied, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, and awards.
- 2. Environmental Law: Any federal, state and local laws, including statutes, regulations, rulings, orders, administrative interpretations and other governmental restrictions and requirements, relating to the production, handing, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources, each as amended from time to time, including, but not limited to (i) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et. seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and (viii) any other similar applicable federal, state or local law.
- 3. Governmental Authority: Any nation, government, state or other political subdivision thereof, whether foreign or domestic, including, without limitation, any municipality, township and county, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including, without limitation, any corporation or entity owned or controlled by any of the foregoing, but excluding Lessor in its capacity as landowner.
- 4. Hazardous Substance: (A) Any substance which is listed, defined, designated or classified under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; (B) any material, substance, constituent or waste regulated under any Environmental Laws; or (C) petroleum, petroleum products, radioactive materials, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials.
- 5. Permits: All state, federal, and local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority for the construction, operation, and maintenance of the Facility other than approvals from Lessor for this Agreement.

6. Prudent Electric Industry Practice: Those methods and that equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, Lessor in its capacity as a utility owner and operator, and any Applicable Laws.



May 7, 2020

City Clerk City of Mt. Iron 8586 Enterprise Drive S Mt. Iron, MN 55768

Dear City Clerk:

Due to Covid-19, this year's annual Mineral Hearing on unmined iron ore assessments for the year 2020 will be held at 10:00 am on May 21, 2020 and will be virtual using WebEx. There are two ways to join this meeting.

- You can go to <u>www.webex.com</u> and click join. It will ask for a meeting number or access code, enter in <u>962488624@minnesota.webex.com</u>. It will ask for a meeting password, enter 5J63Ps3HBVg. This should connect you to the meeting and allow you speak and hear. Please mute your phone if not speaking.
- 2. You may also dial one of the call-in numbers from a phone. Either <u>+1-415-655-0003</u> or <u>+1-312-535-8110</u>. It will ask you for the meeting number or access code. Enter 962 488 624 followed by the # key. You will then be asked for your participant number which you can press # to skip. This should connect you to the meeting and allow you speak and hear. Please mute your phone if not speaking.

Notices of increases and omitted assessments have been included where applicable and the tentative valuations have been sent to the taxing districts.

Sincerely,

Robert a Wagstrom Robert A Wagstrom

Engineering Specialist Sr.

Enclosure

Equalization of Mines and Mineral Properties - 2020

MT-19

MOUNTAINIRON CITY

(16 ST. LOUIS COUNTY

		Tax Forfeit (11/1990)									188 Foreit (11/1991)			USS Corporation, Fee		and Fee Owner	Operating Company
	0621-07-071	Iroquois Mine		1/5-/0-1300		0121-07-671			1/5-/0-1200	1/5-70-1190	Brunt Mine		175-70-403	Mt. Iron Mine			Name of Property
TOTALS		E1/2 NW		NW-SE		SW-NE			NW-NE		NE-NE		SE-NW			Subd.	De
		10-58-18		10-58-18		10-58-18			10-58-18		10-58-18		3-58-18			\$-1-R	Description
		712		712		712			712		712		712			s.p.	
16,513								L				,	16,513			Tons	Assessm by C
	(Tax Exempt)	84,467 Tons OPHM	(Tax Exempt)	49,680 Tons UGHM	899,815 Tons UGHM	270,308 Tons UGC	19,388 Tons UGC	212,325 Tons OPHM	6,445 Ton	112,983 Tons UGHM	154,012 Tons UGC		uec		ĺ	Class	Assessment Jan 2, 2019 as Equalized by Commissioner of Revenue
	empt)	SOPHM	empt)	SUGHM	IS UGHM	ns UGC	S UGC	IS OPHIM	SOPC	IS UGHM	ns UGC		1.8			Market Rate ¢∕Ton	019 as Eq
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0																M = Mined + = Increase - = Decrease	Tonnage Changes:
		1962		1967		1967			1967		1968		1963			Report	384
16.513													16,513			Tons	Assessn by C
	(Tax Exempt)	84,467 Tons OPHM	(Tax Exempt)	49,680 Tons UGHM	899,815 Tons UGHM	270,308 Tons UGC	19,388 Tons UGC	212,325 Tons OPHM	6,445 Tons OPC	112,983 Tons UGHM	154,012 Tons UGC		ugo			Class	Assessment Jan 2, 2020 as Equalized by Commissioner of Revenue
	empt)	SOPHM	empt)	SUGHM	IS UGHM	ns UGC	JS UGC	IS OPHM	SOPC	IS UGHM	ns UGC		1.8			Market Rate ¢/Ton	020 as E
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RAW 4.24.20

2ND ANNUAL

O SUPPORT

PACKET PICK-UP WILL BE IN FRONT OF THE MT IRON LIBRARY ON MAY 23RD FROM 9:00-11:00 A.M. 5742 MOUNTAIN AVE. • MT. IRON

\$30 REGISTRATION

Includes T-shirt & bib with a chip for timing Registration increases to \$35 on May 1st. T-shirts guaranteed when registered online by May 15.

REGISTER OR DONATE:

CAROL HAASL: 218-750-7175

CHRISTI SICKEL: CHRISTISICKEL@GMAIL.COM





Steve Norvitch has been married to his wife Sherry for 40 years, is the father of three, and grandfather of three. On July 5th, 2019 he was diagnosed with stage 4 pancreatic cancer and has been undergoing palliative chemotherapy.

Steve worked in the family business prior to becoming a co-owner for over 40 years. He was a firefighter for the City of Mountain Iron for over 22 years, being Assistant Fire Chief for 19 of those years. From 2012 through 2018, Steve was an instructor for Advanced MN in the Fire Training Program.

Steve and Sherry appreciate the tremendous support that has been shown to them.

Steve and Sherry will share proceeds with Angel Fund, Care Partners and individuals who are battling cancer.



