



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY COUNCIL SPECIAL MEETING AGENDA

Tuesday, August 31, 2021

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Special meeting of the Grand Rapids City Council will be held on Tuesday, August 31, 2021 at 4:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

BUSINESS

1. Consider approving US Solar Additional Lease Documents
2. Consider approving Cooperative Fire Protection Agreement

BUDGET DISCUSSION

3. Review Preliminary Budget for 2022
 1. Police Department
 2. Civic Center, Parks
 3. Community Development
 4. Engineering/Public Works
 5. Fire Department
 6. Golf Course
 7. Information Technology
 8. Library
 9. Finance Department
 10. Administration Department

ADJOURNMENT:

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 31, 2021

AGENDA ITEM: Consider approving US Solar Additional Lease Documents

PREPARED BY: Matt Wegwerth

BACKGROUND:

US Solar has been working with Grand Rapids Public Utilities, Minnesota Power and the GPZ Airport on establishing a solar garden on airport property. A lease for project has previously been approved, and four additional documents need to be signed before the project financing can be finalized.

Owners Affidavit

Collateral Assignment of Lease

Landowner Estoppel

Consent to Date Docs

City staff have reviewed the documents and recommend approval.

REQUESTED COUNCIL ACTION:

Make a motion to approve additional lease documents with US Solar for the Solar Garden project at the GPZ Airport



100 N 6th Street, Suite 410B
Minneapolis, MN 55403

612.260.2230
www.us-solar.com

CONSENT TO DATE DOCUMENTS

I hereby acknowledge and agree that US Solar or its lenders are authorized to date the Land Owner Estoppel and Collateral Assignment of Lease as of a future date corresponding to the close of US Solar's financing.

By: _____

Name: City of Grand Rapids, a Minnesota municipal corporation

Date: _____

By: _____

Name: City of Grand Rapids, a Minnesota municipal corporation as 50% tenant in common

Date: _____

By: _____

Name: County of Itasca, Minnesota as 50% tenant in common

Date: _____

By: _____

Name: Grand Rapids / Itasca County Joint Airport Commission

Date: _____

First American Title Insurance Company

Commercial Owner's Affidavit

STATE OF Minnesota

COUNTY OF ITASCA

The undersigned affiant first being duly sworn, deposes and says:

1. That there have been no construction, repairs, alterations, improvements made, ordered or contracted to be made on or to the Property, nor materials ordered within the last _____ days which have not been paid for, nor are there any fixtures attached to the Property which have not been paid for in full; and there are no outstanding or disputed claims for any such work or item, except:

_____.

That the work of improvement, if any:

- Started on _____
- Was completed on _____
- Will be completed on _____

2. That there has been no work done, nor notice received that work is to be done by the municipality (city, borough, or township), or at its direction, including but not limited to the installation of water or sewer lines, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.

3. That there are no unrecorded leases or agreements affecting the Property, and there is no one in possession of or that has access to the Property, other than: **(enter N/A if such is true)**

- the undersigned
- tenants based on month-to month rental agreements
- lessees based on existing leases, copies of which are attached hereto
- affiant(s) please remember to attach copies of leases.
- _____

4. That there are no rights of first refusal or options to purchase all or any part of the Property except:

(enter "none" or N/A if such is true)

5. That there are no unpaid real estate taxes or assessments except as shown on the current tax roll. That the undersigned has not received any supplemental tax bill which is unpaid.

6. That no actions in bankruptcy have been filed by or against the corporation in any federal court or any other court of competent jurisdiction.

7. That there are no matters pending against the Affiant that could give rise to a lien that would attach to the property between the most recent effective date of the title commitment and the recording of the interest to be insured, and that the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured.

8. That this affidavit is given for the purpose of inducing First American Title Insurance Company and/or its agent to issue its policies of title insurance which may provide coverage as to the matters listed above. The undersigned acknowledge that they have read the foregoing and fully understand the legal aspects of any misrepresentation and/or untrue statements made herein and indemnify and hold harmless FIRST AMERICAN TITLE INSURANCE COMPANY against liability occasioned by reason of reliance upon the statements made herein.

City of Grand Rapids, a Minnesota municipal corporation

City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

County of Itasca, Minnesota
as 50% tenant in common

Grand Rapids / Itasca County Joint Airport Commission

Prepared by: Wielechowski & Fuller, PC

and return to:

Wielechowski & Fuller, PC
201 South Tryon Street, Suite 1475
Charlotte, NC 28202

**COLLATERAL ASSIGNMENT OF LEASE AGREEMENT
AND LANDLORD WAIVER AGREEMENT**

This Collateral Assignment of Lease Agreement and Landlord Waiver Agreement (this “Agreement”) dated as of [_____], 2021, is entered into by and among USS Itasca Clean Energy LLC, a Delaware limited liability company (“Assignor”), with an address at 100 North 6th Street, Suite 218C, Minneapolis, MN 55403, and **LIVE OAK BANKING COMPANY**, a North Carolina banking corporation (the “Lender”), with an address at 1741 Tiburon Drive, Wilmington, North Carolina 28403, and consented and agreed to by the City of Grand Rapids, County of Itasca, Minnesota, the Grand Rapids/Itasca County Joint Airport Commission and the Grand Rapids – Itasca County Airport Commission (collectively, the “Landlord”). The City of Grand Rapids has an address of 420 No. Pokegama Ave., Grand Rapids, MN 55744 and Itasca County has an address of 123 NE 4th St., Grand Rapids, MN 55744.

WITNESSETH:

WHEREAS, Assignor is the tenant under that certain Option to Lease, Lease and Solar Easement dated as of February 23, 2021 (as it has been and may further be amended, restated, supplemented or otherwise modified and in effect from time to time, collectively, the “Lease”);

WHEREAS, pursuant to the Lease and any other documents executed pursuant to the Lease, the Landlord has leased to Assignor the “Premises” as defined in the Lease and as more particularly described on Exhibit A hereto (the “Leased Property”);

WHEREAS, Assignor has entered or may in the future enter into with Lender a loan agreement (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), pursuant to which Lender has agreed to make one or more loans to Assignor for the purpose of constructing, owning and operating a solar power generation facility (the “Solar Facility”) on the Leased Property;

WHEREAS, Assignor has granted or may in the future grant to Lender security interests in all or substantially all of Assignor’s properties and assets (including without limitation the Solar Facility) to secure payment of the liabilities and obligations of Assignor arising pursuant to the Loan Documents; and

WHEREAS, in order to induce the Lender to make the loan to Assignor under the Loan Agreement, the Assignor, with the consent of Landlord, desires to assign all of its rights, remedies and interests in and to the Lease and all other documents, instruments, deeds and agreements executed by Assignor and Landlord or by Landlord in favor of Assignor in connection therewith or pursuant thereto (collectively, the “Assigned Contracts”) to Lender.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein, all other terms used herein shall have the meanings ascribed thereto under the Loan Agreement.

2. Assignor hereby assigns and transfers to Lender (and grants a security interest to Lender with respect to), as additional security for the repayment in full of the Obligations, all of Assignor’s rights, remedies and interests in and to the Assigned Contracts including, without limitation (a) the right of the Lender to take over the Leased Property and (b) any and all of the representations, warranties, covenants and indemnities made in favor of Assignor. The maximum principal amount of the Obligations secured hereby, other than any amounts constituting an “indeterminate amount” under Minn. Stat. §287.05, Subd. 5, and excluding advances made by Lender in protection of the Leased Property or the lien of this Agreement, is [_____ (\$_____)] and payment of the Obligations shall be due on or before [_____], [2046]. The representations contained in this paragraph are made solely for the benefit of county recording authorities in determining the mortgage registry tax payable as a prerequisite to the recording of this Agreement. Assignor acknowledges that such representations do not constitute or imply an agreement by the Lender to make any future advances to Assignor.

3. Assignor hereby irrevocably authorizes and empowers Lender to assert, either directly or on behalf of Assignor, any claim or claims Assignor may from time to time have with respect to the Assigned Contracts (including, without limitation, with respect to any and all payments or performance due to Assignor under or pursuant to the Assigned Contracts) as Lender may deem proper, and to apply the same on account of any of the Obligations. Assignor hereby irrevocably makes, constitutes and appoints Lender (and any officers, employees, or agents designated by Lender) as its true and lawful attorney (and agent-in-fact) for the purpose of enabling Lender or its agents to assert and collect such claims and to apply such monies in the manner set forth hereinabove.

(a) If Lender shall, in its discretion, take possession of the Leased Property, the Lender shall be deemed to be substituted as the “Lessee” as defined in the Lease in the place and instead of Assignor, and shall be deemed to have assumed all of the terms, covenants, and obligations of the Lease theretofore applicable to the Assignor and shall likewise be entitled to enjoy all of the rights and privileges granted to Assignor under the Assigned Contracts, with the right to reassign the same, at the option of the Lender, in accordance with the applicable terms of the Lease.

(b) Notwithstanding the foregoing, Lender agrees that unless an Event of Default has occurred and is continuing, (i) the Assignor shall retain possession of the Leased Property in accordance with the terms and conditions of the Lease and (ii) the Assignor alone shall have the right to assert claims in connection with the representations, warranties, covenants and indemnities; provided, that Assignor shall give Lender notice of any intention to assert any such claims and keep Lender informed of the status of any proceedings concerning such claims.

4. Notwithstanding anything to the contrary herein, in any Assigned Contract, or in any other Loan Document, so long as Lender shall not have exercised its option herein to take over the Leased Property, the Lender shall not be liable for rent or any obligation of Assignor under any Assigned Contract or in connection therewith, and Assignor shall remain liable for such rent and other obligations.

5. This Agreement shall continue in effect until all of the Obligations have been paid in full and the Loan Documents have been terminated in accordance with the terms thereof, at which time Lender shall release to the Assignor Lender's interests in the Assigned Contracts.

6. At any time or from time to time, upon Lender's written request, Assignor will execute and deliver to Lender such further documents and do such other acts and things as Lender may reasonably request in order to further effect the purposes of this Agreement or any schedule, amendment or supplement hereto, or a financing or continuation statement with respect hereto, in accordance with the laws of any applicable jurisdictions. Assignor hereby authorizes Lender to effect any such filing or recording statements (or amendments thereto) without the signature of Assignor, and Lender's reasonable costs and expenses with respect thereto shall be part of the Obligations and shall be payable by Assignor on demand.

7. Assignor hereby represents and warrants that, as of the date of this Agreement:

(a) the Assigned Contracts are in full force and effect and are enforceable in accordance with their respective terms except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally;

(b) no default exists under any Assigned Contract on behalf of the Assignor or, to Assignor's knowledge, on behalf of the other parties to any Assigned Contract;

(c) Assignor has full power, authority and legal right to assign its rights under the Assigned Contracts pursuant to this Agreement;

(d) this Agreement has been duly authorized, executed and delivered by Assignor and constitutes a legal, valid and binding obligation of Assignor, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally;

(e) no consent of any Person and no consent, license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority, domestic or foreign, is required to be obtained by Assignor in connection with the execution, delivery or performance of this Agreement except (i) pursuant to paragraph 12 hereof and (ii) those that have been obtained or made on or prior to the date hereof; and

(f) the execution, delivery and performance of this Agreement will not violate any provision of any statute or law or contractual obligation to which Assignor is a party or that purports to be binding upon Assignor or upon any of its assets or properties and will not result in the creation or imposition of any Lien on or security interest in any of the assets of Assignor except those in favor of Lender as contemplated by this Agreement.

8. Assignor hereby covenants and agrees that:

(a) it will not assign, pledge or otherwise encumber any of its right, title or interest under, in or to any Assigned Contract except for the assignment to Lender and its successors or assigns;

(b) it will not take or omit to take any action, the taking or omission of which might result in any material alteration or impairment of any Assigned Contract or Lender's rights under this Agreement;

(c) it will not enter into any agreement amending, supplementing or terminating any Assigned Contract without Lender's consent which consent shall not be unreasonably withheld;

(d) it will deliver to Lender a copy of each demand, notice, communication or document of a material nature delivered to or sent by it in any way relating to any Assigned Contract;

(e) it will keep Lender informed of all material circumstances known to it bearing upon the rights and remedies of Assignor under any Assigned Contract; and

(f) it will not grant any waiver of a material provision of any Assigned Contract without Lender's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

9. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Assignor and Lender (and, with regard to any waiver, alteration, modification or amendment of paragraph 12, the Landlord). This Agreement and all obligations of the parties hereunder shall be binding upon the successors and assigns of the Assignor and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its successors and assigns. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart; provided, that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

11. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by the other, or whenever any of the parties desires to give or serve upon the other any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be given in accordance with the notice provisions of the Loan Agreement.

12. The Landlord hereby enters into this Agreement solely for the purposes set forth in this paragraph 12.

(a) Landlord (and any person claiming by, through or under Landlord and any heir, executor, administrator, successor to or assign of Landlord) is not (and shall under no circumstances be deemed to be) a party to or third-party beneficiary of the arrangements between Lender and Assignor evidenced hereby or entitled to enforce or rely upon such arrangements.

(b) The Landlord has entered into the Lease and the other Assigned Contracts with Assignor. The Landlord acknowledges that the Assignor has assigned to Lender all of the Assignor's rights in and to the Assigned Contracts as security for the Obligations.

(c) The Landlord hereby consents to such assignment and confirms that such assignment is permissible under the Lease and the other Assigned Contracts. To the extent that notice of this Agreement is required pursuant the Lease, the Landlord acknowledges that this Agreement constitutes such notice. The Landlord acknowledges that the Lender is a “Lender” (as such term is used in Section 9.1 of the Lease), and Lender shall be a third party beneficiary of the provisions of Section 9.1 of the Lease.

(d) The Landlord certifies to the Lender that each Assigned Contract is in full force and effect, and that no default currently exists under any Assigned Contract.

(e) For such period as the Obligations are outstanding, notwithstanding any provision to the contrary in Section 2.2 of the Lease and the failure of Assignor, if any, to deliver written notice of Assignor’s intention to exercise its extension rights, the Term of the Lease will automatically extend for the next succeeding extension period unless Landlord has received written confirmation from the Lender that the Term will not be extended.

(f) Landlord will notify the Lender at such time as Assignor breaches the Lease or vacates the Leased Property, and agrees to give the Lender written notice at least thirty (30) days (or such longer period as may be set forth in the Lease) prior to acceleration of sums due under the Lease or termination of the Lease in order to allow the Lender to cure such default, provided, that the Lender has no obligation to cure any such default. Landlord’s failure to deliver such notice shall not result in any liability of Landlord to the Lender or the Assignor, but Landlord may not accelerate the sums due under the Lease or terminate the Lease without first having delivered such notice and afforded the Lender an opportunity to cure the default. Such notices must be in writing and will be effective upon receipt and may be sent to a party’s address set forth below or to such other address as any party may give to the other for such purpose in accordance with this paragraph:

To the Lender:	Live Oak Banking Company 1741 Tiburon Drive Wilmington, NC 28403 Attention: Loan Servicing/US Solar MN 2021 Portfolio
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(g) The Landlord agrees that it shall look solely to the Assignor for the prompt payment and performance of any covenants and provisions of the Assigned Contracts (including without limitation all rent payable under the Lease) to be paid or performed by the Assignor, and that the Landlord shall accept performance from the Lender to the extent the Lender chooses to render performance of the Lease and any other Assigned Contract under the terms of this Agreement.

(h) The Landlord agrees that any lien or encumbrance arising from any act or omission of the Landlord shall accrue only against the fee simple estate owned by the Landlord and not against any improvement erected by the Assignor and shall, in all cases, be subject and expressly subordinate to the Assigned Contracts.

(i) The Landlord agrees that any action taken by the Lender to exercise its remedies under the Loan Agreement and the other Loan Documents shall not constitute a default or event of default under the Assigned Contracts, and the Assigned Contracts shall continue in full force and effect following the exercise of such remedies. Any assignment pursuant to the terms of this Agreement and further assignment by the Lender to any third party following the exercise of Lender’s rights and remedies or any assignment of the membership interests in the Assignor shall constitute a permitted assignment under the Lease and the Lease shall continue in full force and

effect following such assignment, without the requirement of any further documentation regarding such assignment between the Landlord and the Assignor.

(j) Until such time as all liabilities and obligations of Assignor and its affiliates to Lender have been paid and performed in full, the Landlord hereby waives, releases and relinquishes to Lender all right, title, interest, claim and lien which Landlord has or may in the future have, under any and all applicable laws, including statutory rights, in, to or against any assets and other personal property of Assignor, including without limitation, solar panels, transformers, inverters, racking, inventory, shelving, equipment, machinery, furniture, fixtures, and books and records, whether now owned or hereafter acquired by Assignor or any other party other than Assignor, and located at any time on the Leased Property (collectively, the "Personal Property"). The Personal Property shall not be subject to levy, sale on distress or distraint for rent or any claim, lien or demand of any kind by the Landlord, and notwithstanding the provisions of Section 5.3(d) of the Lease, for so long as the liabilities and obligations of Tenant and its affiliates to Lender remain outstanding, Landlord shall not exercise any right to dispose of or sell the Personal Property.

(k) At such time as Assignor vacates the Leased Property, voluntarily or involuntarily, the Lease is terminated, or Lender repossesses the Personal Property, Lender may store the Personal Property on the Leased Property, operate the solar power generation facility located on the Leased Property, and/or prepare the Personal Property for sale and/or conduct a sale or liquidation of such Personal Property on the Leased Property. Lender shall not be liable for rental storage charges under the Lease or otherwise. However, if Landlord has made written demand on Lender to remove the Personal Property within a reasonable period of time, but not less than sixty (60) days after Lender's receipt of such written notice, and Lender has failed to do so, Lender may continue to store the Personal Property on the Leased Property, operate the solar power generation facility located on the Leased Property and otherwise use the Leased Property as set forth above; provided, that Lender agrees to pay an amount equal to the regular monthly, non-accelerated rental payments due under the Lease (not including any past-due, additional or bonus rental) prorated for the number of days Lender keeps the Personal Property on the Leased Property after expiration of such sixty (60) day notice period. Nothing herein or elsewhere shall be deemed to prevent or limit Lender, at its option, from abandoning any part of the Personal Property.

(l) The agreements of the Landlord in this Section 12 shall be binding upon Landlord, its, his or her heirs, personal representatives, successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

13. ASSIGNOR AGREES THAT ITS AND LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO THE CONFLICTS-OF LAW RULES AND PRINCIPLES THEREOF. NOTWITHSTANDING THE FOREGOING, ASSIGNOR AGREES THAT:

(a) THE PROCEDURES GOVERNING THE ENFORCEMENT BY LENDER OF THE REMEDIES AGAINST ASSIGNOR, INCLUDING BY WAY OF ILLUSTRATION BUT NOT LIMITATION, ACTIONS FOR CLAIM AND DELIVERY OF PROPERTY OR FOR INJUNCTIVE RELIEF AND THE REQUIREMENTS NECESSARY TO CREATE OR GRANT, PERFECT OR FORECLOSE ON, OR DETERMINE THE PRIORITY OF, THE LIEN AND SECURITY INTEREST OF THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA; AND

(b) LENDER SHALL COMPLY WITH THE APPLICABLE LAW OF THE STATE OF MINNESOTA, TO THE EXTENT REQUIRED IN CONNECTION WITH THE FORECLOSURE OF THE SECURITY INTERESTS AND LIENS CREATED HEREBY; PROVIDED, HOWEVER, THIS SUBSECTION SHALL IN NO EVENT BE CONSTRUED TO PROVIDE THAT THE SUBSTANTIVE LAW OF THE STATE OF MINNESOTA SHALL APPLY TO THE OBLIGATIONS SECURED BY THIS AGREEMENT WHICH ARE AND SHALL CONTINUE TO BE GOVERNED BY THE SUBSTANTIVE LAW OF THE STATE OF NORTH CAROLINA. THE PARTIES FURTHER AGREE THAT LENDER MAY ENFORCE ITS RIGHTS UNDER THIS AGREEMENT AND THE LOAN DOCUMENTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.

(c) Assignor agrees to pay in full the Minnesota mortgage registry tax, if any, payable with respect to and upon the recording of this Agreement and any amendments thereto in accordance with Minnesota Statutes § 287.035.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first set forth above.

ASSIGNOR:

USS Itasca Clean Energy LLC,
a Delaware limited liability company

By: _____

Name: Reed Richerson

Title: Vice President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document as the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the limited liability company.

Date: July __, 2021

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires: _____

LENDER:

LIVE OAK BANKING COMPANY,
a North Carolina banking corporation

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document in the capacity indicated above: _____

Date: _____, 2021

Official Signature of Notary

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: _____

LANDLORD:

City of Grand Rapids,
a Minnesota municipal corporation

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document: _____.

Date: _____, 2021

Official Signature of Notary

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: _____

County of Itasca, Minnesota

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document: _____.

Date: _____, 2021

Official Signature of Notary

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: _____

Grand Rapids/Itasca County Joint Airport Commission,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document: _____.

Date: _____, 2021

Official Signature of Notary

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: _____

Grand Rapids - Itasca County Airport Commission,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document: _____.

Date: _____, 2021

Official Signature of Notary

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: _____

EXHIBIT A

Leased Property

[TO BE ADDED]

LANDOWNER ESTOPPEL CERTIFICATE

This LANDOWNER ESTOPPEL CERTIFICATE (this “Certificate”) is made as of _____, 2021, by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”), for the benefit of USS MN VII MT LLC, a Delaware limited liability company (“Company”) and USS Itasca Clean Energy LLC, a Delaware limited liability company (“Lessee”).

RECITALS

A. Lessor is the sole record owner of the fee interest in that certain real property described on Exhibit A attached hereto and made a part hereof (the “Lessor’s Property”).

B. Pursuant to that certain Option and Lease Agreement, dated as of February 23, 2021, as amended, modified, and/or assigned (collectively referred to herein as the “Lease”), by and between Lessor and Lessee, successor-in-interest to ___USS Itasca Clean Energy LLC, Lessor has leased to Lessee certain real property described on Exhibit B attached hereto (together with all rights of way, easements and appurtenances relating thereto, the “Leased Property”, and collectively with the Lessor’s Property, the “Property”).

C. The Company intends to enter into a separate lease transaction with Lessee related to the solar project located on the Property for the benefit of Lessee (the “Transaction”), pursuant to that certain Lease Agreement (together with all other documents executed in connection therewith are collectively referred to herein as the “Transaction Documents”).

D. Lessor is delivering this Certificate with the knowledge that the Company and Lessee are relying on the statements set forth herein as a material inducement to entering into the Transaction Documents and completing the Transaction.

NOW, THEREFORE, to induce Company to enter into the Transaction and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor, intending to be legally bound, agrees as follows:

1. Recitals. The Recitals set forth above are incorporated into and made a part of this Certificate.

2. Lessor’s Representations, Warranties, and Certificate. Lessor hereby represents, warrants, covenants, agrees, and certifies to Company and Lessee as follows:

a. Lease. The Lease has not been amended, modified, supplemented, assigned or otherwise revised except as follows: First Amendment to Option and Lease Agreement, dated as of July __, 2021. The Lease is in full force and effect and constitutes the entire agreement between Lessor and Lessee with respect to the Leased Property and the Lease. The Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against

Lessor in accordance with its terms. Lessor has not assigned, conveyed, transferred, sold, encumbered, or mortgaged its interest in the Lease or its interest in the Property, and there are no other leases (except for the Lease), options to lease, mortgages, deeds of trust or other security interests encumbering the Lessor's interest in the Property.

b. Ownership. Lessor is the sole record owner of the fee interest in the Lessor's Property and the Leased Property, and holder of the Lessor's interest in, to and under the Lease. Lessee is the sole record owner of the leasehold estate in the Leased Property, and holder of the Lessee's interest in, to and under the Lease.

c. Rent. The minimum rent payable under the Lease currently is \$250 per acre per annum, payable quarterly in advance, and such rent has been paid through September 30, 2021.

d. Option. If the Lease contains an option to lease to be exercised by Lessee, such option was exercised on April 5, 2021. No party, except for Lessee, has any options to lease any portions of the Leased Premises.

e. Construction Date. The Construction Date (as that term is defined in the Lease) is April 16, 2021.

f. Term. The current term of the Lease commenced on April 16, 2018 and expires on the 25th anniversary of the Commercial Operation Date (as defined in the Lease) (as the same may be extended pursuant to the terms of the Lease).

g. Defaults; Offsets. Neither Lessor nor, to the best knowledge of Lessor, Lessee is in default under the Lease. Lessor has no knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Lessor or, to the best knowledge of Lessor, Lessee under the Lease. To the best knowledge of Lessor, Lessee has no offsets, counterclaims, defenses, deductions or credits with respect to the Lease. All monetary obligations due under the Lease to date have been fully and currently paid. To the best knowledge of Lessor, Lessee has no claim against Lessor for indemnity or any security, rental or other deposits. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease or the Property. Lessor has not commenced any action or sent any notice to Lessee (or received any notices from Lessee) for the purpose of terminating, cancelling or surrendering the Lease.

h. No Purchase Options or Rights. Neither Lessee nor any third party has any option, preferential right or right of first refusal to purchase all or any portion of the fee interest in the Property. No consent or approval of any third party is required in order for Lessor to deliver this Certificate and to fully perform Lessor's obligations hereunder.

i. Eminent Domain. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessee's or Lessor's interest in the Leased Property or Lessor's Property.

j. No Bankruptcy. No Bankruptcy proceedings, whether voluntary or otherwise, are pending, or to the best knowledge of Lessor, threatened, against Lessor.

k. No Assignment. The interests of Lessor in and to the Lease have not been assigned.

l. Lessor Lease Representations. All representations made by Lessor in the Lease were and remain true and correct in all material respects.

m. Compliance with Applicable Laws. The Property is in full compliance with all federal, state, and local laws, ordinances, rules, and regulations.

n. Conditional Use Permit. No conditional use permit has been applied for by the Lessee.

3. Notice and Opportunity to Cure. Lessor, on giving Lessee any notice of default pursuant to the terms of the Lease, shall also give a copy of such notice to Company at the last address which Lessor has been given by Company. Company's address as of the date of the execution of this Certificate is set forth herein. Company, its successors or assigns, may, within the period given to Lessee in the Lease, remedy such default or cause such default to be remedied, and Lessor shall accept such performance by or at the instance of Company, its successors or assigns, as if such performance had been made by Lessee. Lessor shall accept performance by Company, its successor or assigns, or any purchaser at a foreclosure sale, of any term covenant, condition, or agreement to be performed by Lessee under the Lease with the same force and effect as though performed by Lessee, specifically including, but without limitation, any payment of rent under the Lease.

4. Non-Disturbance. Lessor agrees, and to cause all lienholders of the Leased Property to agree in a form acceptable to Company, not to disturb the possession of, use and enjoyment of, and access to the Leased Premises, of Lessee, Company, its successors and assigns, and/or any purchaser at a foreclosure sale, under the Lease. Lessor agrees to perform and be bound by all of the obligations imposed on Lessor by the Lease for the balance of the term of the Lease, and any extension or renewals of the Lease, as long as no event of default has occurred under the Lease which has continued to exist for such period of time, after notice and opportunity to cure, if any, required by the Lease, as would entitle Lessor under the Lease to terminate the Lease, or would cause, without any further action of Lessor the termination of the Lease or would entitle Lessor to dispossess Lessee under the Lease.

5. No Liens. Lessor agrees that it will not grant any liens on or otherwise grant any rights in the Leased Property, unless such party to which the lien or interest is granted first grants to Company notice, a right to cure, and a non-disturbance covenant, similar to the covenant set forth in this Certificate, acceptable to Company.

6. No Liability of Company. Nothing in this Certificate or any other agreement is intended to constitute an agreement by Company to perform any obligation of Lessee under the Lease.

7. Future Estoppel Certificates. Lessor agrees to execute and deliver to Company, within ten (10) days of request by Company, estoppel certificates in a form similar to this Certificate regarding such matters as Company requests. Lessor shall not be obligated to deliver

an estoppel certificate more often than one time per calendar year, unless Company determines, in its reasonable discretion, that an estoppel certificate is required more often.

8. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Company: USS MN V MT LLC
c/o United States Solar Corporation
2150 Post Road, Suite 505
Fairfield, CT 06824
Attention: Asset Management Services
Email: assets@us-solar.com

with copy to:

Sol TEP 3, LLC
c/o Sol Systems, LLC
1101 Connecticut Avenue NW, Second Floor
Washington, DC 20036
Attention: General Counsel
Email: General.Counsel@solsystems.com

Lessor: City of Grand Rapids
Attn: City Administrator
420 No. Pokegama Ave
Grand Rapids, MN 55744

Itasca County
Attn: County Administrator
123 NE 4th St.
Grand Rapids, MN 55744

Lessee: USS Danube Solar LLC
c/o United States Solar Corporation
2150 Post Road, Suite 505
Fairfield, CT 06824
Attention: Asset Management Services
Email: assets@us-solar.com

Such addresses may be changed by notice to the other parties given in the same manner provided in this Section.

9. Attorneys' Fees. Upon the occurrence of a default under this Certificate, Company may employ an attorney or attorneys to protect Company's rights under this Certificate, and Lessor shall pay Company reasonable attorneys' fees and costs actually incurred by Company.

10. Reliance. Lessor agrees that this Certificate may be relied upon by Company and Lessee and their respective successors, and assigns and acknowledges that the Company and Lessee, respectively, are relying on the statements set forth herein as a material inducement to entering in to the Transaction Documents and completing the Transaction. This Certificate shall inure to the benefit of Company and Lessee and their respective successors and assigns and shall be binding on Lessor, its heirs, legal representatives, successors and assigns.

11. Waiver. Company may, without affecting the validity of this Certificate, alter the terms and conditions of any agreement between Lessee and Company, including, but not limited to, the Transaction Documents, without the consent of, or notice to, Lessor and without in any manner impairing or otherwise affecting Company's rights under this Certificate.

12. Miscellaneous. This Certificate shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located (without giving effect to such state's principles of conflicts of law). This Certificate shall be binding upon and shall inure to the benefit of Lessor, Company and Lessee and each of their respective successors and assigns. At Company's option, this Certificate (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Property is located. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Certificate shall be interpreted as if such invalid provisions were not contained herein. To the extent terms in this Certificate conflict with the terms of the Lease, the terms of this Certificate shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned caused this Certificate to be duly executed and delivered as of the day and year first written above.

LESSOR

As to Parcel No. 1:

City of Grand Rapids, a Minnesota municipal corporation

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021
by _____.

Notary Public

My commission expires:

LESSOR

As to Parcel No. 2:

City of Grand Rapids, a Minnesota municipal corporation

as 50% tenant in common

By: _____
 Name: _____
 Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
 by _____.

 Notary Public
 My commission expires:

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____.

Notary Public
My commission expires:

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commission,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____.

Notary Public

My commission expires:

LESSOR

As to Parcel No. 4:

Grand Rapids - Itasca County Airport Commission,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____.

Notary Public

My commission expires:

LESSEE:

**USS Itasca Clean Energy LLC, a Delaware
limited liability company**

By: _____
Name: Reed Richerson
Title: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A

Legal Description of the Lessor's Property

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8/31/2021

AGENDA ITEM: Cooperative Fire Protection Agreement

PREPARED BY: Travis Cole

BACKGROUND:

The purpose of this agreement is to cooperate in the prevention and suppression of wildland fires as authorized under M.S.88.04. Assistance will only be provided when requested, when resources are available, and can be committed without diminishing either party's ability to protect its own jurisdiction.

The DNR is responsible for the prevention and suppression of wildland fire within the state. The Fire Department is responsible to prevent and extinguished all unwanted fires within its fire protection area.

It is mutually advantageous and in the public's best interest for the parties to this instrument to coordinate and assist in each other's efforts in the suppression of wildland fires. This agreement is an renewal of the Fire Department's previous agreement with the DNR. The Grand Rapids Fire Department has provided equipment and resources on the Greenwood Lake fire and with the purchase of a new fire truck, we needed to update this agreement for reimbursement purposes.

REQUESTED COUNCIL ACTION:

Consider approving the Fire Chief to sign on behalf of the Mayor an amended Cooperative Fire Protection Agreement with the Minnesota Dept of Natural Resources for 2021.



Minnesota Department of Natural Resources
Division of Forestry and the Grand Rapids Fire Department
Cooperative Fire Protection Agreement
Agreement Number: 20 221 31107 (YY RAN FDID#)

THIS COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the State of Minnesota acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “DNR” and the Grand Rapids Fire Department, hereinafter referred to as the “Fire Department,” as authorized by M.S. 88.04 subd. 4; 88.11 subd. 1; and 89.01 subd. 4

I. PURPOSE

The purpose of this Cooperative Fire Protection Agreement is to cooperate in the prevention and suppression of wildland fires as authorized under M.S. 88.04. Assistance will only be provided when requested, when resources are available, and can be committed without diminishing either party’s ability to protect its own jurisdiction.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The DNR, *Division of Forestry*, is responsible for the prevention and suppression of wildland fire within the state. The Fire Department is responsible to prevent and extinguish all unwanted fires within its fire protection area.

It is mutually advantageous and in the public’s interest for the parties to this instrument to coordinate and assist in each other’s efforts in prevention, detection, and suppression of wildland fires and to cooperate in fire hazard reduction in and adjacent to areas of mutual responsibility.

III. THE FIRE DEPARTMENT SHALL:

1. Provide fully staffed and equipped fire fighting resources, when available for wildland fire suppression, as listed on the attached rate schedule.
2. Indemnify, save and hold the State, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys’ fees incurred by the State, arising from the performance of this Agreement by the Fire Department or Fire Department’s employees, agents or subcontractors. This clause shall not be construed to bar any legal remedies the Fire Department may have for the State’s failure to fulfill its obligations pursuant to this Agreement.
3. Assume full responsibility, including legally required insurance and Workers’ Compensation for all Fire Department personnel provided under this agreement.
4. Respond to all calls for wildland fires within the Fire Department’s fire protection area when requested by the DNR.
5. Respond to additional wildland fire calls outside the Fire Department’s fire protection area at the request of the DNR and at the discretion of the Fire Chief.
6. Submit a report to the DNR within 24 hours of any wildland fire on which the Fire Department takes independent action. Reporting can be in the form a DNR Fire Report Card, fax, e-mail, fire report form, DNR wildland fire invoice form, or other written communication that provides the same information as the Fire Report Card.



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7. **Submit an invoice to the DNR within 30 days of an incident for which the fire department is requesting reimbursement. Invoices beyond 30 days may not be honored if the fire was not reported timely to the DNR.**
8. Stay with all wildland fires until out, or released by a DNR incident commander, or until called to another incident within the Fire Department's protection area, provided the wildland fire is considered safely contained.
9. Be committed to protection of lives and buildings as its first consideration.
10. Through the Fire Department officers, determine its capabilities and assume final decision authority on commitment of its vehicles and personnel into any area of operation that is requested by DNR personnel.
11. Furnish all tools, equipment, supplies, fuels, and lubricants, except for those items furnished by the DNR, as stated in this Agreement.
12. Assist the DNR with distribution of fire prevention materials and wildland fire prevention presentations.
13. Bill the DNR for wildland fire runs at the agreed upon rate per run. When additional resources are requested by DNR Forestry, *beyond the first 2 hours (the "run")* hourly rates for specific requested equipment, as described in the attached Rate Schedule, will apply. **Invoices must be submitted within thirty (30) days of the fire(s).**

IV. THE DNR SHALL:

1. Respond with specialized equipment for wildfire response, when possible, at the request of the Fire Chief or designate. This equipment includes, but is not limited to dozers, all terrain tracked vehicles, engines and aircraft.
2. Investigate violations of the burning laws of the State. (M.S. 88.01 to 88.22 and 88.75) This includes billing the responsible party for all wildland fire suppression costs of the DNR, and the Fire Department if the DNR pays the Fire Department for responding to the fire.
3. Assist the Fire Department in obtaining Federal Excess Property, specialized equipment, or grants for improving their firefighting capabilities.
4. Assist the Fire Department with procuring and distributing fire prevention materials.
5. Provide wildland fire suppression training to the Fire Department as workload permits.
6. Reimburse the Fire Department for wildland fire runs, according to the terms of this agreement.
7. Make reasonable effort to release the Fire Department as soon as possible to ensure that the Fire Department is available for other emergency response calls.
(Delete options that are not used.)
8. **(Optional)** Replace or reimburse the Fire Department for the cost of Class A firefighting foam used on wildland fires, with final approval of the DNR Forester.
9. **(Optional)** Loan wildland firefighting tools, as available, to the Fire Department.

V. REIMBURSEMENT POLICIES:

1. Lower rates may be negotiated for extended use at the Fire Department's discretion.
2. When the Fire Department is dispatched through its normal dispatch procedures, and not specifically requested by the DNR, the Fire Department shall only bill for a Wildland fire run. *(A Wildland Fire Run is described as the fire department's response to a wildland fire that takes up to two (2) hours to suppress.)*
3. For hourly billing of *equipment requested by DNR Forestry, after the wildland fire run (first 2 hours)*, time will be rounded to the nearest half hour. Billable time should begin when the Fire Department



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leaves its station and continue until it returns to its station. Time spent refurbishing and readying equipment for the next call shall not be included as billable time.

- 4. The fire chief and local DNR forester may discuss charges that are in question prior to submitting a final invoice for payment.
- 5. If the Fire Department is released by the DNR before the Fire Department has taken any suppression action on the fire, the Fire Department shall not submit a bill for the run.
- 6. Attached rates shall be reviewed annually and may be changed with signature of the parties to this Agreement, or their successors in position.

This Agreement is effective on the date of the last signature and is to continue in force for five (5) years or until terminated by either party giving thirty (30) days written notice to the other. Both parties should review this Agreement annually.

Fire Department:

/s/ _____ Date: _____

Title: _____

State of Minnesota
Department of Natural Resources:

/s/ _____ Date: _____
Area Forester



Fire Department Cooperative Agreement Rate Schedule

ITEM DESCRIPTION <i>(include NWCG type, make, model, year, serial number and special features, such as 4X4, CAF or foam proportioners)</i>	NUMBER OF PERSONNEL W/ EQUIPMENT	WORK RATE		* STANDBY RATE	
		a. rate (includes personnel)	b. per unit (hour, etc.)	a. rate*	b. unit (hour, etc.)
a. Engine Type-3 – Pumper/Tender #111, 2004 Sterling Pumper/Tender, 3000 gal, 1000 GPM. VIN/SN: 2FZHAZA564AM58420	3	\$185.00	HR	\$92.50	HR
b. Engine Type-6 – mini pumper 113, 2002 Ford F-550 Super Duty 4x4 mini pumper, 300 GPM, 300 gal. VIN/SN: 1FDAF57F82EA41228	2	\$125.00	HR	\$62.50	HR
c. Engine Type-6, Grass Rig 117, 1988 Ford F-250 Grass Rig, 180 gal. VIN/SN: 1FTHF26G1JPB05835	2	\$125.00	HR	\$62.50	HR
d. Engine Type-1, Engine Pumper #115 2020 Rosebauer Pumper Class A Pumper 1000 Gal, 1250 GPM, 4x4 VIN/SN: 3HAEETAR1LL854889	4	\$275.00	HR	137.50	HR
e. Engine Type-1-Pumper Engine 114 2013 KME Class A Pumper 1500 GPM Pump, 1000 Gallon Tank VIN/SN: 1K9AF4282EN058674	6	\$275.00	HR	137.50	HR
g. Additional Requested firefighters	Each	\$15.00	Per hour per firefighter	Same as work rate	Per hour per firefighter

*Standby rates shall be equal to 1/2 of the work rate, and shall apply only if equipment and personnel are ordered by the DNR to be staged and available for immediate action.

Special Rates:

a. Run charge of \$500.00 per Run, for up to 2 hour response. After two hours, equipment or personnel requested by the DNR will be charged at the rates in the above Rate Schedule.

The above rates have been agreed upon by:

Grand Rapids Fire Department
/s/ _____
Area Forester

Deer River DNR Area
Date: _____

/s/ _____
Fire Chief

Date: _____



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/s/ _____
Regional Forest Manager (if required)

Date: _____

Effective 2013
Suggested Equipment Standards and Hourly Rates for Fire Departments
that have an agreement with the Division of Forestry MN/DNR

After the first two hour rate has expired, needed equipment will be placed on an hourly rate. Equipment standard and rates include personnel; fuel will be furnished by the Fire Department. **Equipment older than 25 years will have a reduced rate of 10%.**

Engines

COMPONENTS	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Pump Rating							
Min. Flow (GPM)	1000	500	150	50	50	50	10
At rated pressure (PSI)	150	150	250	100	100	100	100
Tank Capacity (Gallon)	300	300	500	750	400	150	50
Hose 2 ½" (Feet)	1200	1000					
Hose 1 ½" (Feet)	500	500	1000	300	300	300	
Hose 1" (Feet)			500	300	300	300	200
Personnel	4	3	3	2	2	2	2
Equipment Rate /Hour	\$275	\$200	\$185	\$165	\$140	\$125	\$85

**Engines equipped with Compressed Air Foam Systems will be paid an additional \$20 an hour if CAFS is used on the incident.*

Water Tenders

Requirements	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
COMPONENTS					
Tank Capacity (Gallons)	4000	2500	1000	2000	1000
Pump Minimum Flow (GPM)*	300	200	200	250	250
@ Rated Pressure (PSI)	50	50	50	150	150
Max Refill times (Min.)	30	20	15	-	-
Pump & Roll	-	-	-	yes	yes
Personnel	1	1	1	2	2
Equipment Rate /Hour	\$200	\$160	\$140	\$230	\$190

**Portable Pump Acceptable with tenders*
** Water tenders come with folding tanks*



Minimum Requirements for Personnel Responding to Incidents on National Forest System Lands

All firefighting personnel are required to wear and utilize the following Personal Protective Equipment: nomex shirt and pants, hard hat, leather gloves, 8 inch boots with a lugged sole and an approved fire shelter. All personnel will be required to meet NWCG training requirements for a wildland firefighter, and attend an annual wildland refresher. Fire Chiefs will ensure Departments meet training requirements and are responsible for the upkeep of Department personnel training records. Physical fitness levels are established by each agency. Department will meet their own physical fitness standards.

When **responding to Federal Lands Engines and Water tenders will need to meet the NWCG component standards** and are recommended to meet NWCG stocking standards (appendix M). Appendix M is located at <http://www.nifc.gov/PUBLICATIONS/redbook/2013/AppendixM.pdf>.

Other Resources

- **Non-Vehicle Items used for support missions will be based on a daily rate**

MODEL/DESCRIPTION	Min. # of Operators	Rate		
Tracked Vehicles	2	*based on size		Use rate charts from Engine typing
UTV w/tank (tactical) *ROPS required	1	*50/hr. plus		*based on tank size 31-50 gal= 50 hr. 51-75+ gal= 60 hr.
ATV (support)	1	100/day		
Boat (must have pump and roll capabilities and used for tactical missions)	2	*negotiated		*based on size and pumping capabilities
Boat (support)	1	* 75+/day		*based on size 14'=\$75/day 16-17'=\$150/day 18'+=175/day
Portable Pump (high volume or pressure)	0	200/day		
Folding Tank	0	*75/day+		*based on size 1000-2000=75/day 2000+=100/day
Thermal Camera	1	300/day		



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Rates for non-vehicle equipment (such as boats, ATV's and folding tanks, etc.) will be based on a daily rate. Boats capable of tactical missions (pump and roll capabilities) are an exception and will be based on an hourly rate.

Tracked vehicles should use the rate based on the equipment type.