



## **SOLAR DEVELOPMENT AGREEMENT**

THIS SOLAR DEVELOPMENT CONTRACT (“Contract”) dated as of January 24th, 2025 by and between Duluth School District ISD 709 (“Owner”) and Wolf Track Energy, LLC, a Minnesota Limited Liability Company (“Solar Developer”).

Owner and Solar Developer, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. Work.**

Solar Developer will perform the solar project management, finance and construction services identified in Exhibit “A” (“Work”) in accordance with the Contract Documents, as identified in Article 5 of this Contract on property which is located at 709 Portia Johnson Drive, Duluth, Minnesota 55811 (“Property”).

### **Article 2. Contract Time.**

The Work will be completed on or before December 31<sup>st</sup>, 2025 (“Completion Date”), subject to modifications in approved Change Orders. Solar Developer’s estimated progress schedule identifying the various stages of the Work and the corresponding payments to be made to the Solar Developer is identified in Exhibit “B” (“Payment Schedule”).

### **Article 3. Contract Price.**

Owner will pay to Solar Developer an amount equal to \$361,725.00 (“Contract Price”) for completion of the Work, see Exhibit “B.”

### **Article 4. Change Orders.**

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Solar Developer and approved by the Lender (“Change Order”).

### **Article 5. Contract Documents.**

The Contract Documents which comprise the entire Contract between Owner and Solar Developer concerning the Work consist of this Contract, Exhibit “A,” Exhibit “B,” the blue prints, shop drawings, plans and specifications for the Work (“Plans”), an itemized description of each segment of the Work that sets the timetable for completing the Work, and the corresponding payments for the Work (“Work” and “Payment Schedule”) and any Change Orders.

## **Article 6. Payment Procedures**

6.1 **Progress Payments.** Solar Developer will submit to Owner a request for payment in a format agreed to by Owner and Solar Developer and approved by Lender ("Request for Disbursement") which will cover completed and inspected work consistent with Exhibit "B."

Within ten calendar days after a Request for Disbursement is presented, Owner will notify Solar Developer if Owner has any concerns about the Request for Disbursement that Owner believes should be resolved before Owner pays the amounts specified in the Request for Disbursement, and, in this event, Owner and Solar Developer will promptly meet to address such concerns. Owner will pay Solar Developer ninety percent (90%) of the full amount covered by the Request for Disbursement within ten calendar days from the day it was presented while retaining ten percent (10%) thereof ("Holdback") to be paid simultaneously with the final payment. Payment may be withheld for: (1) failure to perform the Work in accordance with the Contract Documents; (2) defective Work that is not corrected; or (3) failure of the Solar Developer to pay Subcontractors or to pay for labor, materials or equipment when due.

6.2 **Final Payment.** Final payment of the balance of the Contract Price including the Holdback will be made in accordance with Exhibit "B" and the following procedures:

a. When Solar Developer considers the Work substantially complete, Solar Developer will notify Owner in writing. Within a reasonable time thereafter, Owner and Solar Developer will inspect the Work. Promptly after such inspection, Owner will deliver to Solar Developer a written punch list of the items that must be completed in order for the Work to reach final completion ("Final Completion"). Alternatively, Owner will deliver to Solar Developer a written statement that Final Completion has been reached because no punch list items remain to be completed.

b. If Owner delivers a written punch list to Solar Developer, then Solar Developer will deliver to Owner a written notice that the Work is finally complete when Solar Developer believes that the punch list items have been completed. Then Owner and Solar Developer will promptly inspect the punch list items. Promptly after such inspection, Owner will deliver to Solar Developer either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion in which event the punch list procedure described above will be repeated until all punch list items have been completed.

c. When Final Completion has been reached and after Solar Developer has delivered to Owner all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Solar Developer may make application for final payment following the procedure for progress payments. The final Request for Disbursement will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner and Lender) of all potential liens arising out of or filed in connection with the Work.

## **Article 7. Interest.**

Payments due and unpaid to Solar Developer will bear no interest.

## **Article 8. Solar Developer's Representation.**

In order to induce Owner to enter into this Contract, Solar Developer makes the following representation:

Solar Developer has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

## **Article 9. Solar Developer's Responsibilities.**

9.1. **Performance.** Solar Developer will perform the Work in accordance with the Contract Documents. Solar Developer will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9.2. **Personnel.** Solar Developer will provide competent, suitable personnel to perform construction services as required by the Contract Documents. Solar Developer will at all times maintain good discipline and order at the Property.

9.3. **Furnished Items.** Solar Developer will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work, except as specified in the Contract Documents.

9.4. **Materials.** All materials and equipment will be of good quality and new, except as otherwise provided in the Contract Documents. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

9.5. **Subcontractors.** Solar Developer will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Solar Developer just as Solar Developer is responsible for Solar Developer's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractors, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractors, supplier or other person or organization except as may otherwise be required by laws and regulations.

9.6. **Pre-lien Notice.** Any person or company supplying labor or materials for this improvement to the property may file a lien against the property if that person or company is not paid for the contributions. Under Minnesota law, Owner has the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from the Solar Developer contract price, or withhold the amounts due them from Solar Developer until 120 days



after completion of the improvement unless Solar Developer gives Owner a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

9.7. **Permits; Inspections.** Solar Developer will obtain and will pay for all construction permits and licenses unless otherwise agreed to by the Owner in writing. Owner will assist Solar Developer, when necessary, in obtaining such permits and licenses. Solar Developer will pay all governmental charges and inspection fees necessary for the Work and arrange for all such inspections to occur if required. Solar Developer will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

9.8. **Taxes.** Solar Developer will pay all sales, consumer, use and other similar taxes required to be paid by Solar Developer in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work.

9.9. **Use of Premises.** Solar Developer will confine construction equipment, the storage of materials and equipment and the operations of workers to the Property, and will not unreasonably encumber the Property with materials or equipment. Solar Developer will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Solar Developer will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Solar Developer will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Owner.

9.10. **Record Documents.** Solar Developer will maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, Change Orders, and the like in good order and annotated to show all changes made during construction which will be delivered to Owner.

9.11. **Safety.** Solar Developer will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Solar Developer will comply with all applicable laws and regulations relating to the safety of persons or property.

9.12. **Continuing the Work.** Solar Developer will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

9.13. **Damage to the Work.** Solar Developer will repair or replace, at Solar Developer's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion and caused in whole or in part by the acts or omissions of Solar Developer. Notwithstanding the foregoing, Owner will bear the cost of such repair or replacement if the sole cause of the damage or destruction of the Work was Owner's negligence.

9.14. **Warranty.** Solar Developer warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. If within twenty years after the date of Final Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any specific provision or applicable special guarantee in the



Contract Documents, any Work is found to be defective, Solar Developer will promptly, without cost to Owner and in accordance with Owner's written instructions, promptly either correct such defective Work, or if it has been rejected by Owner, remove it from the Property and replace it with non-defective Work. If Solar Developer does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Solar Developer.

9.15. **Indemnity and Hold Harmless.** Solar Developer will indemnify and hold harmless Owner against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Work but only to the extent caused in whole or in part by the acts or omissions of the Solar Developer.

9.16. **Related Work at Property.** Owner may perform other work at the Property which is not part of the Work by Owner's own forces or let other direct contracts therefor. Solar Developer will afford Owner's own forces and each other Solar Developer who is a party to such a direct contract proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work. Solar Developer will do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Solar Developer will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

#### **Article 10. Insurance.**

10.1. **Solar Developer's Insurance.** Solar Developer will purchase and maintain the following insurance policies: (i) public liability insurance with limits of liability equal to at least \$300,000 per occurrence; (ii) workers' compensation insurance as required by applicable state law; (iii) automobile liability insurance as required by applicable state law.

10.2 **Owner's Insurance.** Owner will be responsible for purchasing and maintaining Owner's liability insurance and other reasonably appropriate insurance.

#### **Article 11. Termination.**

11.1 **Termination by Owner.** If the Solar Developer breaches any of its obligations under this Agreement, then Owner may give Solar Developer written notification identifying such breach. If Solar Developer has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification or if such breach cannot be cured within such seven (7) day period, then if Solar Developer either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Solar Developer.

11.2 **Termination by Solar Developer.** If the Owner breaches any of its obligations

under this Agreement, then Solar Developer may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Solar Developer's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Solar Developer may terminate this Contract. Should Solar Developer find it necessary to take legal action of any kind to enforce the terms of this contract, Solar Developer shall be entitled to all costs of such legal action, including reasonable attorney fees.

## **Article 12. Miscellaneous.**

12.1. Assignment of any rights or interests under this Contract will not be binding on any party to this Contract without the written consent of such party. Payments due under this Contract may not be assigned.

12.2. Owner and Solar Developer each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12.3. This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the law of the State of Minnesota, exclusive of that body of law governing conflicts of laws. Any claims arising out of this contract shall be brought in State District Court within St. Louis County, State of Minnesota.

12.4. Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

12.5 Owner hereby grant permission to Solar Developer to use my/our likeness, names, images, digital assets, property photographs/videos, and appearances in any photographs or videos and other media relating to the work being performed on our personal property taken or produced for Solar Developer's marketing purposes including but not limited to website publications, social media channels, case study materials, print materials, or any other print and digital materials for Solar Developer .

Owner understands and agrees that Solar Developer owns all rights and publications to the aforementioned marketing materials and may use, edit, reproduce, and distribute these materials for any and all marketing purposes.

Owner hereby releases Solar Developer and its employees from any and all actions, claims, and causes of action that arise from or are in any way connected to such use of the marketing materials. Solar Developer will not use your nonpublic personal information including your personal property address and financial information.

## **Article 13. Contingencies**



13.1. Ground Mount Solar Array In the event Solar Developer discovers bedrock within 6.5 feet (78 inches) of the surface, Solar Developer will notify Owner of the discovery of bedrock and the ensuing change in installation procedure and price.

13.2. Contract Price does not include any upgrades required by the local utility company that are not specifically outlined in Exhibit A.

IN WITNESS WHEREOF, Owner and Solar Developer have signed this Contract.

This Contract will be effective on \_\_\_\_\_, \_\_\_\_\_.

OWNER



WOLF TRACK ENERGY

By \_\_\_\_\_

Address:

709 Portia Johnson Drive

Duluth, Minnesota 55811

Address:

818 6<sup>th</sup> Ave

Two Harbors, Minnesota 55616

## **EXHIBIT A CONSTRUCTION SERVICES**

The project scope includes the installation of a 108 kW-DC, 86.40 kW-AC rated roof-mounted solar photovoltaic system at the property located at address listed above.

This includes all equipment, labor, and construction materials needed to complete this project. Photovoltaic system shall consist of:

(180) VSUN 600 Watt Solar Modules

(180) Enphase IQ8 3P-US Microinverters

(1) Enphase IQ Commercial Gateway 2

(1) Ecofoot2+ Ballasted Racking System

(1) Wire and Conduit

(1) Engineering Letter

(1) All Electrical Labor (Prevailing Wage)

(1) Permitting

(1) Interconnection Application

System shall be supported by Premium Grade aluminum mounting system, and other balance of system (BOS) components, including but not limited to Solar Performance Meter Box (if required), AC disconnect, and electrical hardware (circuit breakers, wire, conduit, junction boxes, etc.).

All equipment will be installed as required by applicable codes, the local utility company, and Homeowner's Association guidelines (if applicable). During daylight hours this photovoltaic system (solar electric) will provide electricity in parallel with the local utility service provider. Or to Batteries in a Stand-Alone system.

At completion of work remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials.

Solar Developer shall not be responsible for landscaping improvement services as part of this contract.



**EXHIBIT B**  
**PAYMENT SCHEDULE**

Purchaser shall pay Solar Developer for the materials and labor to be performed under this agreement in an amount of: \$361,725.00

Contractor shall invoice for, and purchaser shall make, payments under this contract in accordance with the following schedule:

Ten percent (10%) (\$36,172.50) of the contract price is due upon signing of this agreement;

Fifty Percent (50%) (\$180,862.50) of the contract price is due upon scheduling of solar installation date.

Forty percent (40%) (\$144,690.00) of the contract price is due upon completion of Solar Modules installation (roof or ground mount) and all connecting circuitry. Dissemination of appropriate documents, warranties, approved final inspection.

Payment shall be made to the order of Wolf Track Energy, in one of three ways: (1) check, (2) credit card (2.9% fee applies), (3) or cashier's check.