

**STATE OF MINNESOTA
SOLAR ON PUBLIC BUILDINGS GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and the City of Saint Paul, 15 West Kellogg Boulevard, Suite 700, Saint Paul, MN, 55102 ("Grantee").

Recitals

1. Under [Minn. Stat. § 216C.02](#), subd. 1, the State is empowered to enter into this grant.
2. The State seeks to stimulate the installation of solar energy systems on public buildings pursuant to [Minn. Stat. § 216C.376](#).
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** **July 29, 2025**, Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per, [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 **Expiration date:** **January 29, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- 2.2 Execute the duties set forth in Exhibit A, which is attached and incorporated into this grant contract.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:
 - 4.1.1 **Compensation.** Payment to the Grantee will not exceed **Seventy-Two Thousand** dollars (\$72,000.00) of actual eligible costs incurred in the performance of the Grantee's duties according to the breakdown of costs contained in the grant budget (Exhibit B), which is attached and incorporated into this grant contract.
 - 4.1.2 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not **Seventy-Two Thousand** dollars (\$72,000.00) of the total actual, eligible costs incurred in the performance of the Grantee's duties specified in Exhibit A.
- 4.2 **Payment**
 - 4.2.1 **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule as outlined in Exhibit A.

- 4.2.2 **Retainage.** No more than 95 percent of the amount due under this grant contract may be paid until the final product of this grant contract has been reviewed by the State's Authorized Representative. The balance due will be paid when the State's Authorized Representative determines that the Grantee has satisfactorily fulfilled all the terms of this grant contract.
- 4.2.3 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

- 4.3 **Contracting and Bidding Requirements.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

- 4.4 **Budget Categories.** Upon notice to and written approval by the State's Authorized Representative, the Grantee's budget for any one category in Exhibit B may be increased by up to 10% of the amount shown in Exhibit B for that category, with the amount of the increase moved from one or more other categories in Exhibit B. To move more than 10% into a budget category from another budget category or categories will require an amendment to the grant contract.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is **Kate Barry, Federal Utility Grants Project Manager**, Kate.Barry@state.mn.us, **651-539-1516**, their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Cecilia Govrik, Energy Coordinator**, cecilia.govrik@ci.stpaul.mn.us, **651-266-6228**, or their successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee and the State agree that they will be responsible for their own acts and omissions and the results thereof to the extent authorized by applicable law, and they will not be responsible for the acts of the other party and the results thereof. The liability of the Grantee will be governed by the provisions of Minnesota Statutes Chapter 466.

9 State Audits

Under [Minn. Stat. § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later

10 Government Data Practices and Intellectual Property Rights

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 10.2 **Intellectual Property Rights.** The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.
- 10.3 **License to the State.** Subject to the terms and conditions of this grant contract, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify distribute, perform and otherwise use the works and documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the works and documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original documents and provide a copy of any of the document to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.
- 10.4 **Obligations.** Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee will be responsible for its own acts and omissions as it relates to claims that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or

replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

Termination by the State

14.1 (a) Without Cause

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.1 (b) With Cause.

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. Per 16B.991, the State must immediately terminate this grant contract if the recipient is convicted of a criminal offense related to a state grant.

14.2 The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes, or it is not in the best interest of the State.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

- 1) It does not obtain funding from the Minnesota Legislature, or other funding source;
- 2) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the

grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed:

Date:

Grant Contract / PO:

2. CITY OF SAINT PAUL

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title:

Date:

By:

Title:

Date:

By:

Title:

Date:

By:

Title:

Date:

3. MN DEPARTMENT OF COMMERCE

(with delegated authority)

By:

Title:

Date:

Distribution:

MN Dept. of Commerce, Accounting Dept.

Grantee

State's Authorized Representative (copy)

Grantee Duties

A. Project: SPB24-015; Fire Station #3, City of Saint Paul

B. Project Goal: The Minnesota Legislature established the Solar for Public Buildings Grant Program, in the 2023 legislative session, to provide grants to stimulate the installation of solar energy generating systems on public buildings in Xcel Energy Electric Service Territory.

C. The Grantee shall do all things necessary, including partnering with subcontractors, to complete the following tasks according to the following schedule:

Task Description		Deadline
1 System Components		End of month 4
1.1 All PV modules necessary for the System are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer or Grantee. 1.2 All other System components, including inverters, are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer/Grantee.		
Deliverable(s): <ul style="list-style-type: none"> Submit any invoice(s) or receipt of payment(s) for reimbursement. <ul style="list-style-type: none"> Upload supporting documentation including, but not limited to, receipts, shipping label/packing slip, proof of delivery. If equipment has not been received yet, upload proof of order and/or possession of modules and BOS components and anticipated delivery date. Enter Task 1 update in Solar on Public Building Status Report form, submit Status Report form to Commerce. 		
Project Updates:		
<ul style="list-style-type: none"> Provide a thorough update on project progress including: <ul style="list-style-type: none"> Setbacks Timeline updates Anticipated completion System promotion planning Any other relevant updates 		
2 Interconnection		End of month 8
2.1 All necessary interconnection documentation/applications have been filed and submitted to Grantee electric utility. 2.2 All necessary interconnection fees have been paid to Grantee electric utility.		
Deliverable(s): <ul style="list-style-type: none"> Submit any invoice(s) or receipt of payment(s), for reimbursement. <ul style="list-style-type: none"> Upload supporting documentation as proof of interconnection paperwork submission and related fee payments. Enter Task 2 update in Solar on Public Building Status Report form, submit Status Report form to Commerce. 		
Project Updates:		
<ul style="list-style-type: none"> Provide a thorough update on project progress including: <ul style="list-style-type: none"> Setbacks Timeline updates Anticipated completion System promotion planning Any other relevant updates 		

Task Description	Deadline
3 System Installation	End of month 18
<p>3.1 All components of the System have been fully installed.</p> <p>3.2 System has been inspected and approved by Grantee Local Authority Having Jurisdiction.</p> <p>3.3 A proof of witness test for the System has been completed by the Grantee electric utility.</p> <p>3.4 At the time of any System level work order execution, Grantee's Developer returned any damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty.</p> <p>Deliverable(s): <i>(all documentation will be furnished)</i></p> <ul style="list-style-type: none"> • Submit any invoice(s) or receipt of payment(s) for reimbursement. <ul style="list-style-type: none"> ○ Upload supporting documentation of proof of interconnection. • Upload a <i>Statement of Compliance</i> form. • Upload a signed inspection form and proof of witness test. • Collect and maintain prevailing wage reports, as required, Minn Stat. 177.27, 177.30. • Enter Task 3 update in Solar on Public Building Status Report form, submit Status Report form to Commerce. 	
Project Updates:	
<ul style="list-style-type: none"> • Provide a thorough update on project progress including: <ul style="list-style-type: none"> ○ Press releases ○ Stories/case studies ○ Webpage development ○ Social media ○ Other in-person promotional events 	
4 Promotion	End of month 18
<p>Media Kit Acknowledgement</p> <p>When a local government building goes solar, it's an opportunity for the entire community to learn about the benefits and partnership with the Department. To help Grantees with promoting the work under this grant, the Department will provide an online Media Kit, and will be available on the Solar on Public Buildings webpage. It will include:</p> <ul style="list-style-type: none"> • Press release template • Article template (for website or newsletter) • Social media handles, example language, and graphics • Customizable poster • Customizable event flyer <p>4.1 For any public communications about the solar project, on websites, newsletters, news media, social media, etc., the Grantee will recognize funding from the Minnesota Department of Commerce Solar on Public Buildings Program. Upload an example of such public communication.</p> <p>4.2 For any public events about the solar project, Grantee will extend an invitation to the Minnesota Department of Commerce by sending event details and an invitation to the State's Authorized Representative.</p> <p>4.3 Once the System is installed and operational, the Grantee will provide 1+ photo to the State of the System. Grantee is responsible for photo consent forms.</p> <p>4.4 Grantee is encouraged to use the media kit and promotional templates provided by the Minnesota Department of Commerce. Upload a sample of public publicity such as a poster or event flyer.</p> <p>4.5</p> <p>Deliverable(s):</p>	

Task Description	Deadline
<ul style="list-style-type: none"> Acknowledge review of Media Kit materials. Any final invoice(s) or receipt of payment(s), including supporting documentation, have been submitted for reimbursement. Enter Task 4 update in Solar on Public Building Status Report form, submit Status Report form to Commerce. 	
Promotion Plan Updates:	
<ul style="list-style-type: none"> The local unit of government is required to publicly acknowledge the Solar on Public Buildings grant award from the Minnesota Department of Commerce. Provide an update on project promotional plan, including the timeline. This may include, but is not limited to: <ul style="list-style-type: none"> Public presentation(s) at Council or Board meetings, at conferences, community events Press releases Stories/case studies Webpage development Ribbon cutting Other in-person promotional events 	
5 Reporting and Invoicing	Ongoing
<p>5.1 The Grantee must inform the State's Authorized Representative, as often as necessary, to discuss issues requiring immediate attention, such as schedule deviations, scope of work modifications, concerns related to the project's progress, budget issues or questions, and any other topic that might require a dialogue regarding the best way to proceed.</p> <p>5.2 The Grantee will provide the State's Authorized Representative with any additional information requested throughout the project pertaining to project status upon request.</p> <p>5.3 The Grantee will submit invoices for reimbursement at least as often as requested in Tasks 1-4 above and as often as monthly.</p> <p>5.4 The Grantee will submit documentation of federal tax credits (including any bonus credits) received for the project.</p>	
6. System Component Reporting and End of Life Recycling	Ongoing
<p>6.1 <u>System Level Work Order Execution:</u> At the time of any System level work order execution, Grantee's Developer shall be responsible for returning damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty.</p> <p>6.2 <u>Operations and Maintenance (O&M):</u> While engaged in an O&M contract, Grantee's Developer shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below.</p> <p>6.3 <u>System Components Under Warranty:</u> Grantee's Developer shall be responsible for tracking System equipment under warranty that cease to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below.</p> <p>6.4 <u>Third Party Ownership:</u> While engaged in a power purchase agreement (or third-party ownership model) contract, the Grantee's contractor shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below.</p> <p>6.5 <u>End of Life Decommissioning and Recycling:</u> At the time of decommissioning or System removal, the Grantee shall be responsible for the recycling any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6 below.</p>	

Task Description	Deadline
<p>6.6 <u>Tracking and Reporting</u>: All tracking and recycling of System Equipment that ceases to function as intended (for any reason) shall include counts of modules and inverter types and be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). A recycling and reporting form will be available on the Department’s webpage and provided upon contract execution.</p> <p>Deliverable(s):</p> <ul style="list-style-type: none"> • Throughout the System’s lifetime, a copy of the previous year’s recycling and reporting form (which must be submitted to MPCA annually by March 31st for the previous year) is also submitted to the Department by uploading an <i>Annual Check-In</i> form. • Throughout the System’s lifetime, the Grantee will upload an <i>Annual Check-In</i> form is uploaded annually beginning 12 months after System commissioning. 	

Grantee Detailed System Budget

Project: SPB24-015; Fire Station #3, City of Saint Paul

Budget: The tables below represent the detailed budget by Grantee System installation expenses and Grantee System installation funding sources. Categories have been pre-populated via budget values provided via the Grant Application. Eligible expenses include only those costs incurred by the Grantee towards *purchase* and *installation* of the System.

Note: The payment schedule must match the schedule between the Grantee and Developer per the contract with the Developer.

PAYMENT SCHEDULE	Item (Expense)	Details	Total Cost
Payment to Contractor	Upon project completion	100%	\$155,840.00
TOTAL GRANTEE SYSTEM INSTALLATION EXPENSES			\$155,840.00

FUNDING SOURCES:	Item	Details	Total Cost
Minnesota Department of Commerce	Solar on Public Buildings	Grant	\$72,000.00
U.S. Department of Treasury	Investment Tax Credit	*ITC not being included in the financing plan for this project since the tax filing will not take place until the following budget year	\$46,752.00
City of Saint Paul	Operating Funds		\$83,840.00
TOTAL GRANTEE SYSTEM INSTALLATION FUNDING SOURCES			\$155,840.00