

**TOWN OF SUNRISE
CHISAGO COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2017-11-20-1

RESOLUTION ACCEPTING TERMS OF THE GRANT CONTRACT

WHEREAS, Sunrise Township has applied for and received a grant from the Minnesota Department of Employment and Economic Development Office of Broadband Development (“DEED”) in the amount of \$1,074,852 to assist the Township in providing high-speed internet to residents within the Township through a partnership with CenturyLink; and

WHEREAS, DEED requires as a condition of receiving the grant proceeds that the Township enter into a contract entitled “Department of Employment and Economic Development, Office of Broadband Development, Border to Border Broadband Development Grant Contract, Sunrise Township, Sunrise Township Fiber to the Home, Grant No: BBGP-16-0056-K-FY17, \$1,074,852.00” (“Grant Contract”) acknowledging that the Township is duly qualified and agrees to perform all services described in the Grant Contract to the satisfaction of the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF SUNRISE AS FOLLOWS:

1. The Grant Contract with DEED is hereby accepted and approved.
2. The Town Chairman and the Town Clerk are directed to enter into the Grant Contract with DEED in the name of Sunrise Township for the grant proceeds.
3. The Town Chairman and the Town Clerk are authorized to execute any necessary additional documents required by the State of Minnesota relating to the Grant Contract.
4. The Town Chairman is to immediately sign Exhibit E of the Grant Contract relating to the Conflict of Interest Disclosure Form and return it by email, via a scanned copy, to Jane Leonard at the following email address: jane.leonard@state.mn.us.

Approved by the Town Board of the Town of Sunrise this ^{20th}16th day of November, 2017.

TOWN OF SUNRISE



Carl Peter Johnson, Chairman

Attest:

Wendy A. Kowalke

Wendy Kowalke, Clerk

**STATE OF MINNESOTA
GRANT CONTRACT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
OFFICE OF BROADBAND DEVELOPMENT**

Border to Border Broadband Development Grant Contract

Sunrise Township

Sunrise Township Fiber to the Home

Grant No: BBGP-16-0056-K-FY17

\$1,074,852.00

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Office of Broadband Development, (STATE) and Sunrise Township, 39135 Keystone Avenue, North Branch, MN 55056 ("GRANTEE").

Recitals

1. Under Minn. Stat. 116J.395-116J.396 the State is empowered to enter into this grant to assist broadband providers with eligible infrastructure acquisition and installations costs.
2. The State is in need of partnerships to promote the expansion of access to broadband service to all areas of the state and to incent deployment of broadband infrastructure to unserved and underserved areas of the state.
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. If administrative costs are eligible under this grant then pursuant to Minnesota Statutes §16B.98, subdivision 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:** *January 11, 2017*, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minnesota Statute §16B.98 Subd. 5 and Minnesota Statute §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 **Expiration date:** *June 30, 2019*, or until all project 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

2.1 Duties, Deliverables, and Completion Dates

The Grantee, who is not a state employee, will: comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1) and will perform the duties outlined in Exhibit A, which is attached and incorporated into this grant contract.

These exhibits are attached and incorporated into this contract:

EXHIBIT A-Grantee's Duties

EXHIBIT B-Grant Application is incorporated into this contract by reference: *No terms or conditions of the Grant application will be construed to modify, diminish, or derogate the terms and conditions of this Contract.*

EXHIBIT C-Approved Budget

EXHIBIT D-Project Timetable

EXHIBIT E-Conflict of Interest Form

2.2 Provisions for Contracts and Sub-grants.

(a) **Contract Provisions.** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws.

(b) **Ineligible Use of Grant Funds.** The dollars awarded under this grant agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.

(c) **Job Listing Agreements.** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions on the grant project with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

(d) **Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 Time

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

4 Consideration and Payment

4.1 Consideration. State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid for services performed in Exhibit A in accordance with the breakdown of costs as set forth in Exhibit C, up to the agreed-upon match. Total compensation not to exceed \$1,074,852.00

In accordance with Minn. Stat. 116J.395, Subd. 7, the grant will pay for 45% of the total eligible project costs. This requires a local match of 55% percent for the purpose of this project, which equates to \$1,313,708 for a total eligible project cost of **\$2,388,560.00**.

- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$1,074,852.00.

4.2. **Payment**

- (a) **Invoices.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State (see Exhibit A, section 3, for specific reimbursement request instructions unique to this grant). Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget. The State will provide reimbursement payment request forms.

Invoices may be submitted on a monthly basis; however, at a minimum, an invoice for an award shall be submitted by the Grantee for expenses incurred 25 days after the end date of the state fiscal year of June 30th. All project expenditures reimbursable by the grant must end by the grant-term expiration date, and final payment requests for reimbursement must be received no later than 30 days after the grant-term expiration date.

- (b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4.1(a) of this Contract that are incurred on or after the January 11, 2017 grant award date through the end of the contract period.

(c) **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.

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 Jane Leonard, Broadband Grants Administrator, Office of Broadband Development, 332 Minnesota Street, E200, St. Paul, MN 55101, 651-259-7635, jane.leonard@state.mn.us, or her 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 Wendy Kowalke, (Sunrise Township Clerk), P.O. Box 933, North Branch, MN 55056, phone: (651) 270-5181, wskowalke@sunrisetownship.com. (Additional contact person is Nancy Hoffman, Executive Director, Chisago County HRA-EDA, 38871 - 7th Avenue, PO Box 815, North Branch, MN, 55056, Phone: 651-674-5664, nancy@chisagocounty.org). 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, 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 must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

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 agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant 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

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. (Does not apply.)

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.

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

14.1 Termination by the State. The State may immediately terminate this grant contract with or 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.

14.2 Termination for 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.

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

- a) It does not obtain funding from the Minnesota Legislature;
- b) 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 fax 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 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.

Other Provisions

16 Accounting

For all expenditures of funds made pursuant to this Contract, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

17 Conflict of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when:

- a Grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- a Grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- a Grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual part of the Grantee.

Individual conflicts of interest occur when:

- a Grantee uses his/her status or position to obtain special advantage, benefit, or access to the Grantee's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- a State employee is an employee or board member of a Grantee that is an immediate family member of an owner, employee or board member of the Grantee.

The State and the Grantee must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process. Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The GRANTEE must complete and submit a Conflict of Interest Disclosure Form (*EXHIBIT E*) indicating whether or not a perceived, potential, or actual conflict of interest exists. If the GRANTEE identifies an actual, potential or perceived conflict of interest on the form, the GRANTEE must identify and submit its conflict of interest avoidance or mitigation plan. The STATE will review the form and the GRANTEE's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, the STATE will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived or actual individual or organizational conflicts of interest. These may include, but not be limited to, termination of the grant agreement; disqualification from future State grant awards, if it is determined that it improperly failed to disclose a known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the GRANTEE's duties so that the conflict is mitigated; allowing the GRANTEE to propose the exclusion of task areas that create a conflict, if

appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify STATE for appropriate action steps to be taken, as defined above.

18 Payment of Prevailing Wages to Contractors. *(Does not apply; project is last mile.)*

Minn. Stat. §116J.871, applies if a single business receives \$200,000 or more in State grant funds awarded by a state agency for economic development related purposes and is for a middle mile project as defined under Minn. Stat. §§116J.394 and authorized under Minn. Stat. §§116J.398

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 11/17/2017

SWIFT Contract/PO No(s) 134895 PO 319606 PR 26512

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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: [Signature]

Title: CHAIRMAN

Date: 11-30-2017

By: [Signature]

Title: CLERK

Date: 11-30-2017

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy

EXHIBIT A Grantee's Duties

The Grantee, who is not a state employee, will

1. **Administer the project** in accordance with the requirements of the Minnesota Border-to-Border Broadband Development Grant program, Minn. Stat. § 116J.394-116J.396; and policies and procedures developed by the State.
 - a. Sunrise Township, is expected to invest **\$2,388,560** in overall eligible expenditures in the Sunrise Township Fiber to the Home Project, including the \$1,074,852 match in state grant funds contributed and awarded to you by Minnesota's taxpayers.
2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to 596 passings in rural Sunrise Township in Chisago County, MN as outlined in Sunrise Township Broadband Grant Application (Exhibit B which is attached and incorporated into this contract) at or above the 2022 state speed goals (at least 25 Mbps download; at least 3 Mbps upload) at retail prices stated in the grant application (Exhibit B), with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload.

Construction of broadband infrastructure may include any of the following: project planning; obtaining construction permits; construction of facilities, including construction of both "middle mile" and "last mile" infrastructure; equipment (including fiber); and installation and testing of the broadband service. Costs incurred on or after January 11, 2017 that are eligible for reimbursement from the state grant fund cannot exceed \$1,074,852, the agreed upon grant award. Total project cost is **\$2,388,560** with remainder of costs covered by grantee. The remaining \$1,313,708 will be covered by Sunrise Township.

3. Reporting:

- a. **Reimbursement requests.** In regards to grant contract Section 4.2 *Payment* (page 3), in all broadband grant projects, the Minnesota Office of Broadband Development staff reviews all reimbursement requests and accompanying invoices to validate that such requests represent eligible approved project expenditures as per the approved budget (stated in Exhibit C). In this project, it is agreed that CenturyLink, the provider partner with Sunrise Township, will assemble and send the reimbursement request form and accompanying invoices directly to OBD. OBD will review the expenditures and provide a verification report back to Sunrise Township. Sunrise Township will review that verification report from OBD and approve the reimbursement request for final submission back to OBD. OBD will process the reimbursement request and the State will disburse grant funds to the Grantee, Sunrise Township, for distribution by Sunrise Township to reimburse expenditures made on the project within the approved budget (Exhibit C).
- b. **Semi-Annual Progress Reports.** The grantee will file semi-annual progress reports using the OBD-provided report form and a final report. In the Sunrise Township project, Grantee will submit narrative portions of the Progress Report and the construction partner will submit quantitative portions on construction goals. An element of these reports includes, when applicable, grantee providing confirmation that grantee sent any requested mapping data updates to the state broadband mapping contractor.

Schedule for the semi-annual & final reports are:

Twice Per Year:

- August 1 for January - June
- February 1 for July - December

Project summary: submit a project summary to the State detailing the work completed, with the final payment request.

Final report: Due 30 days after conclusion of grant contract period or conclusion of the project, whichever is first. The final report will include an as-built map of the completed area supplied by CenturyLink, and, if requested by the STATE, the Grantee will help facilitate a post-project survey of customers who are using the broadband services that have been provided via the grant project. The survey will be conducted by the STATE at the STATE's sole expense.

4. **Keep financial records,** including properly executed contracts and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this contract. Accounting methods must be in accordance with generally accepted accounting principles.
5. **Complete the project** in accordance with the approved budget within the time frames specified in this grant contract. See Exhibit C for Budget and Exhibit D for Timetable.

6. **Promptly notify the State of any proposed material change** in the scope of the project, budget or completion date, which must be approved by the State, prior to implementation.
7. **Have on file the necessary documentation** to show that all project funds have been used for the items stated in the application.
8. **Adhere to all other requirements of this Grant Contract.**

EXHIBIT B
GRANT APPLICATION

This contract incorporates the grantee's grant application as a part of this contract by reference. The complete grant application is on file at the Office of Broadband Development, MN Department of Employment and Economic Development, and is also on file with the grantee.

If there is a conflict between the grant contract terms and the grantee's application, the grant contract terms have priority over the application.

**EXHIBIT C
APPROVED BUDGET**

Sources and Uses of Broadband Grant Funds and Match for the Project (Table)

PROJECT BUDGET

Use of Funds (Activity-Category)	Amount	Costs Incurred (Y/N)	Date Incurred	Source of Funds (Local portion/state grant))	Date Funds Committed
OSP Fiber – Project Planning/engineering Phase I survey	375,050			Sunrise 55%/State 45%	October 2016
Estimated Fiber Costs	\$335,625			Sunrise 55%/State 45%	October 2016
Estimated fiber placement splicing & testing cost	\$1,090,885			Sunrise 55%/State 45%	October 2016
Project planning/engineering	\$64,750			Sunrise 55%/State 45%	October 2016
Equipment costs	\$388,500			Sunrise 55%/State 45%	October 2016
Equipment installation & testing & turn up	\$84,750			Sunrise 55%/State 45%	October 2016
Circuit migration to new equipment	\$49,000			Sunrise 55%/State 45%	October 2016
TOTAL project cost	\$2,388,560			Sunrise 55%/State 45%	

Total \$2,388,560

State (45%): \$1,704,852

Sunrise Township (55%): \$1,313,708

BUDGET ADJUSTMENT REQUEST:

Grantee has the right once per grant period year to move funds from one or more line items (budget category) to one or more others up to a cumulative 10 percent of the total approved budget, but not increase the total budget overall.

To implement a budget adjustment, the grantee can request the Office of Broadband Development (OBD) to create a Grant Adjustment Notice (GAN). The grantee would provide the OBD with a brief rationale for the shifts and include a new budget table that shows the requested changes.

GRANT AMENDMENTS:

Any changes requested that by the grantee that exceed 10% of the cumulative total approved budget in one grant period year, or exceed the original grant award, or significantly change the scope of the project, would trigger a grant amendment. Grants agreements must be amended whenever there are changes to the total obligation, compensation or the expiration date.

Attachment 1.6 (A)

Use of Funds (Activity)	Amount	Costs Incurred (Y/N)	Date Incurred	Source of Funds	Date Funds Committed
Sunrise Township GPON – North Branch					
OSP Fiber					
Project planning/engineering – Phase I survey estimate \$22,500 included Complete March 2017	\$273,390	N	Once project is final approved	CTL and Sunrise Township 55%, MN DEED 45%	Final approval Dec 2016 MN DEED
Estimated fiber costs	\$271,450	N	Once project is final approved	CTL and Sunrise Township 55%, MN DEED 45%	Final approval Dec 2016 MN DEED
Estimated fiber placement splicing and testing cost	\$966,420	N	Once project is final approved	CTL and Sunrise Township 55%, MN DEED 45%	Final approval Dec 2016 MN DEED
Total OSP	\$1,511,260				
ISP Equipment					
Project planning/engineering Complete Feb 2017	\$42,750	N	Once project is final approved	CTL and Sunrise Township 55%, MN DEED 45%	Final approval Dec 2016 MN DEED
Equipment costs	\$186,500	N	Once project is final approved	CTL and Sunrise Township 55%, MN DEED 45%	Final approval Dec 2016 MN DEED
Equipment installation and testing and turn up	\$56,750	N	Once project is final approved	CTL and Sunrise Township 55%, MN DEED 45%	Final approval Dec 2016 MN DEED
Circuit migration to new equipment	\$24,500	N	Once project is final approved	CTL and Sunrise Township 55%, MN DEED 45%	Final approval Dec 2016 MN DEED
Total ISP cost	\$310,500				
Total project cost	\$1,821,760				

Sunrise Township GPON – Rush City Exchange

Use of Funds (Activity)	Amount	Costs Incurred (Y/N)	Date Incurred	Source of Funds	Date Funds Committed
OSP Fiber					
Project planning/engineering --, Phase I survey estimate \$22,500 included Complete March 2017	\$51,660	N	Once project is final approved	CTL & Sunrise Township 55% MN DEED 45%	Final approval Dec 2016 MN DEED
Estimated fiber costs	\$64,175	N	Once project is final approved	CTL & Sunrise Township 55% MN DEED 45%	Final approval Dec 2016 MN DEED
Estimated fiber placement splicing and testing cost	\$124,465	N	Once project is final approved	CTL & Sunrise Township 55% MN DEED 45%	Final approval Dec 2016 MN DEED
Total OSP	\$290,300				
ISP Equipment					
Project planning/engineering Complete Feb 2017	\$22,000	N	Once project is final approved	CTL & Sunrise Township 55% MN DEED 45%	Final approval Dec 2016 MN DEED
Equipment costs	\$202,000	N	Once project is final approved	CTL & Sunrise Township 55% MN DEED 45%	Final approval Dec 2016 MN DEED
Equipment installation and testing and turn up	\$28,000	N	Once project is final approved	CTL & Sunrise Township 55% MN DEED 45%	Final approval Dec 2016 MN DEED
Circuit migration to new equipment	\$24,500	N	Once project is final approved	CTL & Sunrise Township 55% MN DEED 45%	Final approval Dec 2016 MN DEED
Total ISP cost	\$276,500				
Total project cost	\$566,800				

EXHIBIT D

PROJECT TIMETABLE

North Branch GPON	2017 START												2018 COMPLETE											
TASK	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Start planning process (after approval)	X	X																						
Draw prints and order equipment		X	X	X																				
Apply for permits			X	X	X																			
Start fiber placement					X	X	X																	
Place equipment							X	X																
Turn up completed								X	X	X	X													

Attachment 4.1

Site completion in calendar 2017. Final billing to commence late 4th QT 2017. Final invoicing to MN DEED Jan 2018 with reimbursement in March 2018, 45 days from receipt of final invoice.

Broadband Development Activities Completion date 6 / 30 / 2019

EXHIBIT E – CONFLICT OF INTEREST DISCLOSURE FORM

Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.


If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.
(Please describe below):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Carl Peter Johnson

Printed name:



Signature:

Chairman, Sunrise Township

Organization:

November 16, 2017

Date: