

**TOWN OF UNION**  
**Door County, Wisconsin**  
**RESOLUTION NO. 2023-03**

**RESOLUTION AUTHORIZATION CREATION OF PUBLIC PRIVATE  
PARTNERSHIP WITH CONNECT HOLDING II LLC d/b/a BRIGHTSPEED**

1 **WHEREAS**, Connect Holding II LLC d/b/a Brightspeed aka Brightspeed desires to commence a project consisting of  
2 the construction and operation of certain fiber optic assets to provide the most advanced infrastructure to the unserved  
3 and underserved residents of the Town of Union; and

4 **WHEREAS**, the Town of Union desires to pursue Broadband Expansion Grants offered by and through the State of  
5 Wisconsin Public Service Commission, and

6 **WHEREAS**, the Town of Union considered Brightspeeds proven track record of community partnerships and their  
7 proposal to expand broadband to unserved and underserved areas of the Town of Union, and hereby recommends  
8 partnering with Brightspeed to pursue broadband expansion grants; and

9 **WHEREAS**, Brightspeed and the Town of Union desire to pursue and make application for any and all grant money  
10 available for broadband coverage; and

11 **WHEREAS**, Brightspeed and the Town of Union are willing and able to create a public private partnership to provide  
12 the latest advancements in broadband coverage, and to seek all available grants to provide and subsidize the cost of  
13 necessary broadband infrastructure; and

14 **NOW THEREFORE BE IT RESOLVED**, that the Town of Union will, upon approval by the citizens of the Town, enter  
15 into appropriate arrangements with Brightspeed to deploy a fiberoptic network throughout the Town of Union, funded  
16 through municipal tax levy; and

17 **BE IT FURTHER RESOLVED** that the Town of Union cooperate with regional efforts, including collaboration with other  
18 municipalities and with Door County, that may be mutually beneficial in terms of efficiency, connectivity, or cost of  
19 financing broadband deployment; and

20 **BE IT FURTHER RESOLVED** that the Town Board of the Town of Union, supports the application to the State of  
21 Wisconsin Public Service Commission for broadband expansion grants in partnership with Brightspeed; and

22 **BE IT FURTHER RESOLVED** that the Town Board of Union shall enter into an Agreement to Establish Public Private  
23 Partnership for the Purpose of Applying for a Broadband Expansion Grant, in a form substantially similar to the attached  
24 Exhibit A; and

25 **BE IT FURTHER RESOLVED** that the appropriate town officials are authorized and empowered to do all such acts  
26 and to execute, acknowledge, and deliver all such documents necessary or desirable to fulfill the intent of this  
27 resolution.

28  
29 Dated this 13<sup>th</sup> day of December, 2023

30  
31 Town of Union

32 

33  
34 Bruce Alberts, Town Chairman



Matthew Tassoul, Supervisor #1

35  
36  
37 Attest:

38 

39 Beth Hanson, Clerk

  
Jeff LeGrave, Supervisor #2

## **EXHIBIT A**

### **TOWN OF UNION Door County, Wisconsin**

#### **AGREEMENT TO ESTABLISH PUBLIC PRIVATE PARTNERSHIP FOR THE PURPOSE OF APPLYING FOR A BROADBAND EXPANSION GRANT**

THIS PUBLIC PRIVATE PARTNERSHIP AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ ("Effective Date") by and between the Town of Union, Door County, Wisconsin (the "Town"), a municipal corporation in the State of Wisconsin, and Connect Holding II LLC d/b/a Brightspeed. The Town and Brightspeed are collectively referred to as the "Parties".

#### **RECITALS**

- A. The Town seeks to promote development of high-speed broadband services to unserved and underserved areas within its boundaries and believes that cooperation with private-sector partners is necessary for the development of a county-wide broadband network that meets the needs of the Town, its resident, and its businesses.
- B. To encourage and facilitate deployment of high-speed broadband service in unserved and underserved areas within the Town, the Town and Brightspeed seek to enter into a public-private partnership to construct broadband infrastructure to facilitate the future development by Connect Holding II LLC d/b/a Brightspeed and/or other third-party internet service providers (the "Project").
- C. The full scope of the Project is yet to be defined but will be defined in the final partnership agreement between the Parties ("Final Partnership Agreement").
- D. The Parties intend that Brightspeed, with the Town as its public partner, apply to Grant Programs to be used to pay for a portion of the cost of constructing the unserved/underserved locations of this Project.
- E. The Town finds the Project to be in the public interest of the residents and businesses of the Town of Gardner.

#### **AGREEMENT**

THE PARTIES agree as follows:

1. **Purpose.** By this Agreement, the Town and Connect Holding II LLC d/b/a Brightspeed agree to form a public-private partnership so that Brightspeed can apply to Grant Programs to obtain funds to be applied toward construction of the Project. The Town agrees that, as Brightspeeds public partner, it will cooperate with Brightspeed in preparation of the grant application.
2. **Project, Phase I & II.** Phase I of the Project beginning with (Town of Gardner) will be developed by Brightspeed. The estimated cost of the Project is \$4,249,460.69, covering 934 under/unserved locations. Phase I of the project will apply for and use State of Wisconsin CPF grant to help offset the cost commitment of the Town of Gardner's overall cost. Phase II of the Project, also developed by Brightspeed will continue in 2024 to fulfill

the remainder of the Joint Towns of (Brussels, Union, Gardner, & Forestville) requirements applying for and utilizing the BEAD grant program to help offset the cost commitments of the four towns overall costs.

3. **Authorization**. Each Party represents that it has the authority to execute this Agreement.
4. **Records**. Brightspeed shall provide the Town with a copy of its application to any grant program they submit a grant to.
5. **Termination**. This Agreement shall become effective on the Effective Date and shall terminate if Brightspeeds grant application is unsuccessful. If the grant application is successful, this Agreement shall terminate one (1) year after the grant award or in the event that the Parties enter in a Final Partnership Agreement before the one (1) year period expires.
6. **Entire Agreement**. There are no representation or understandings of any kind not stated in this Agreement.
7. **Governing Law**. This Agreements shall be governed by the laws of the State of Wisconsin.
8. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**TOWN OF UNION**

The undersigned Town of Union officials have executed this Agreement pursuant to duly adopted Resolution No. 2023-03 this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Bruce Alberts, Chairman  
Town of Union

Attest:

\_\_\_\_\_  
Beth Hanson, Town Clerk

STATE OF WISCONSIN    )  
  ) SS.  
DOOR COUNTY            )

Personally, came before me on \_\_\_\_\_, 2023, the above-named \_\_\_\_\_,  
to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires:

**Connect Holding II LLC d/b/a Brightspeed**

Dated: \_\_\_\_\_

\_\_\_\_\_  
STATE OF WISCONSIN    )  
  ) SS.  
                                  COUNTY            )

Personally, came before me on \_\_\_\_\_, 2023, the above-named BRIGHTSPEED  
REPRESENTATIVE NAME, to me known to be the persons who executed the foregoing instrument  
and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_