

TOWN OF BRUSSELS

DOOR COUNTY WISCONSIN

RESOLUTION NO. 01-2023

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

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

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

WHEREAS, the Town of Brussels considered Brightspeeds proven tract record of community partnerships and their proposal to expand broadband to unserved and underserved areas of the Town of Brussels, and hereby recommends partnering with Brightspeed to pursue broadband expansion grants; and

Whereas, Brightspeed and the Town of Brussels desire to pursue and make application for any and all grant money available for broadband coverage; and

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

NOW THEREFORE BE IT RESOLVED that the Town of Brussels will, upon approval by the citizens of the Town, enter into appropriate arrangements with Brightspeed to deploy a fiber optic network throughout the Town of Brussels, funded through municipal tax levy; and

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

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

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

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

Submitted By: _____


Joe Wautier, Town Chairman

I, JoAnn Neinas, Clerk for the Town of Brussels,

Door County, Wisconsin, hereby certify that the above

is a true and correct copy of a Resolution adopted on the

16th day of November, 2023.



JoAnn Neinas, Town Clerk

TOWN OF BRUSSELS

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 16th day of November, 2023 by and between the Town of Brussels, 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 residents, 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 Brussels.

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.

1. **Project, Phase I and II.** Phase I of the Project beginning with (Town of Gardner) will be developed by Brightspeed. The estimated cost of the Project is \$4,249,460.09, 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 Agreement 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 BRUSSELS

The undersigned Town of Brussels officials have executed this Agreement pursuant to duly adopted Resolution No. 01-2023 this 16th day of November, 2023.

Joe Wautier

Joe Wautier, Town Chairman

Attest:

JoAnn Neinas

JoAnn Neinas, Town Clerk

STATE OF WISCONSIN)

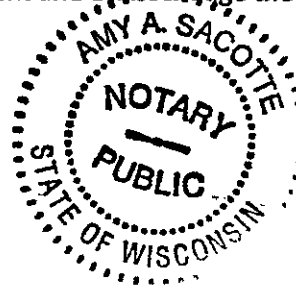
DOOR COUNTY)

Personally, came before me on November 16, 2023, the above-named Joe Wautier and JoAnn Neinas, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Amy A. Sacotte

Notary Public, State of Wisconsin

My Commission Expires: 4-29-2025



Connect Holding II LLC d/b/a Brightspeed

_____ Dated: _____

STATE OF WISCONSIN)

_____ COUNTY)

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

Notary Public, State of Wisconsin

My Commission Expires: _____

December 12, 2023

Hi JoAnn,

I made an electronic copy of your agreement to Brightspeed and forwarded it to Pamela Sherwood at pamela.sherwood@brightspeed.com who handles this process. Thank you for your towns effort to get this important document to me. It is an important part of the Broadband Grant writing process as required by the BEAD program. As always, any questions, please ask.

Jon