

TOWNSHIP OF CLAY BANKS

Door County
Sturgeon Bay, WI 54235

February 23, 2024

Dear Fellow Clay Banker!

It has been two years since the Clay Banks Broadband Committee began exploring the feasibility of acquiring Broadband for the Township. We are pleased to update you on our progress.

1. We have contracted with Bertram Communications for the installation of a functional, complete underground fiber system. They are working with the construction company, '5 Star' for the installation. All determined active Fire Numbers will be eligible for Broadband service.
2. We applied for a Capital Projects Grant requesting 25% funding assistance. The grant announcement was scheduled for this February but now has been changed to this Spring.
3. If we are not successful in receiving a grant, we have secured financing for the entire project through the Bank of Luxemburg.
4. Finally, the engineering has been completed and with the advent of Spring, installation may begin. However, before we can proceed there is one more step. We will need complete cooperation from every household in the Town of Clay Banks.

THE FINAL PROCESS / THE FINAL STEP

Enclosed with this letter is a cover letter from Bertram with a 'Private Property Right of Entry Agreement for Fiber Optic'. The following is a quick review of the process going forward:

1. 5 Star will be installing the conduit in all the Town Road right-of-way.
2. At every active fire number, they will be placing a junction box, which is known as a 'Flower Pot'.
3. As part of our agreement with Bertram, at the time the Flower Pot is being placed in the right-of-way, a 'Drop' will be run to each residence at no additional cost to you. A 'Drop' consists of a conduit buried from the 'Flower Pot' to the residence (or point of service) and a service box will be installed on the exterior of the residence. This makes the residence ready for fiber installation during this project or for future use.
4. For this to occur we will need the enclosed documents signed and returned before construction begins. This is only for the basic 'Drop' installation. This does not commit or contract you for internet service.
5. Should you decide not to sign, the installation will not occur. Should you change your mind and decide to sign after the installation is complete, there will be an additional installation charge and that will then be your responsibility.
6. **Please note, any delay returning the documents will greatly impede the construction progress for the entire Town. Therefore, we ask for your cooperation in signing and returning the documents as soon as possible. Please return by March 15th.**

MEETINGS

Should you have questions or need more information the Town and Bertram, is planning two informal informational meetings at the Town Hall. They will be held on **Friday, March 8th from 4:00 to 6:00 PM and Saturday, March 9th from 10:00 AM to Noon.**

Thank you for your continued help and support!

Clay Banks Broadband Committee
tn.claybanks.wi.gov

Private Property Right of Entry Agreement for Fiber Optic

Owner(s) Name(s): _____

Address: _____

Date: _____

The above-listed Owner(s) of the property located at _____ (the "Property"), in the Town of _____ located in _____ County Wisconsin hereby grants Bertram Communications LLC ("Bertram") permission to install a fiber optic conduit, cable and connection to the residence on the Property from the street (the "Fiber Connection") across the Property to the residence (the "Fiber Area"). By signing the Agreement, the Owner(s) agree to and represent as follows:

- A. The person(s) signing this document are the owners of the Property identified above.
- B. The Owner(s) agree to allow Bertram and any employee, contractor, representative, or subcontractor of Bertram on to the property to install, maintain, and repair the Fiber Connection.
- C. Owner(s) acknowledge that Bertram will determine the most expedient way to install the Fiber Connection, whether using an underground approach or some other approach, provided that Bertram will use reasonable efforts to restore any areas disturbed by Bertram's excavation in the Fiber Area to the condition such areas were in prior to excavation, including only reasonable leveling and reseeding of grass. Owner shall be responsible to replace or restore any other landscaping elements that may be disturbed or destroyed.
- D. Owner(s) acknowledge that Bertram will install and maintain the Fiber Connection in a commercially reasonable manner, and will reasonably attempt to notify the Owner in advance of construction, repair, or maintenance activities, and will perform those activities between the hours of 8:00 a.m. and 7:00 p.m. Bertram will attempt to reasonably accommodate any rescheduling requests by Owner, but Owner will be responsible for any damages or loss resulting from any subsequent delays due to rescheduling.
- E. Installation of the Fiber Connection does not obligate Bertram to provide services to the Owner(s). To obtain service, the Owner(s) may need to contract with a third-party Internet Service Provider, in the event such service is not provided by Bertram.
- F. Owner(s) are responsible for maintaining the area above and around the Fiber Area to preserve access by Bertram for construction, maintenance and repair of the Fiber Connection. Failure to preserve free access to the Fiber Area will void Bertram's obligation to maintain and repair the Fiber Connection.
- G. Owner acknowledges that Bertram and/or its contractors will identify public utilities using the 811 service prior to commencing work on the Fiber Connection. However, Owner(s) are responsible for marking the location of any and all private underground utilities on the Property, including septic sewer, electricity, water or other non-public utility prior to Bertram commencing work on the Fiber Connection. In addition, Owner(s) shall, prior to performing any excavation or digging on the Property, identify any and all underground utilities using the 811 service. In the event that Owner(s) damage the Fiber Connection or any underground utilities as a result of failing to identify and mark the same, Owner(s) shall be responsible to pay to repair any such damage.
- H. Owner(s) may not use the Fiber Connection for any activity or purpose other than those explicitly approved by Bertram.
- I. This agreement may be assigned or transferred by Bertram in Bertram's sole discretion.

Property Owner(s) Signature and Date