

**Public Service Commission of Wisconsin**  
**Regarding: Broadband Expansion Grant 5-GF-237**

March 20, 2014

Dear Sir or Madam,

The following application for the Wisconsin Broadband Expansion Grant 5-GF-237 represents a public-private partnership with the following co-applicants:

**SonicNet Inc.**, a regional provider of fixed-wireless broadband Internet service located in Eagle River, Wisconsin

**The Vilas County Economic Development Corporation**, a non-profit corporation promoting the economic success of businesses in the County and the fiscal agent for this project

**Town of Phelps**, a public municipality located in northeastern Vilas County

**Town of Cloverland**, a public municipality located in central Vilas County

**Town of Winchester**, a public municipality located in northwestern Vilas County

Two participants in this grant, SonicNet and the Town of Phelps, will provide matching funds as explained in the application.

The towns of Winchester and Cloverland will provide in-kind services toward the execution of the project, including communicating with landowners for tower sites and town residents regarding the broadband services that will be available to them. It is known that broadband adoption rates are better when consumers are educated on the many uses of a broadband connection in their homes or businesses. Endorsement by the Towns goes a long way in reassuring residents that broadband service is a vital and worthwhile service for the well-being and future economic success of their communities.

This partnership among public and private entities demonstrates the level and spirit of collaboration on behalf of the Vilas County residents and businesses. We, the undersigned co-applicants of the Vilas County Broadband Expansion Grant, are proud to support this important step in broadband expansion in our region.

Sincerely,

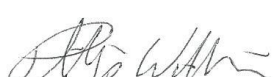


Barry McLeane Lori Collins  
VCEDC SonicNet Inc.  
Program Dir. President

Colin Snook  
Phelps  
Chair



Scott Maciosek  
Cloverland  
Chair



Phil Williams  
Winchester  
Chair

## Vilas County Broadband Expansion Grant Application

Wisconsin Public Service Commission Broadband Expansion Grant: 5-GF-237

March 20, 2014

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### 3.2.1.1. APPLICANTS

**SonicNet, Inc.**, is a Wisconsin fixed-wireless broadband provider established in 2007 to meet the needs of unserved and underserved areas of Vilas County, and now serves the rural areas of eleven towns in Vilas and Oneida counties in Wisconsin and Iron and Dickinson counties in Michigan.

**Vilas County Economic Development Corporation** is a 501 c (3) non-profit corporation whose purpose is to coordinate economic development activities in Vilas County, Wisconsin.

**Town of Phelps** is a municipality located in the northeastern corner of Vilas County.

**Town of Cloverland** is a municipality located in Vilas County, immediately to the west of downtown Eagle River.

**Town of Winchester** is a municipality located in the northwestern corner of Vilas County.

### **3.2.1.1. a. APPLICANT CONTACTS AND ORGANIZATIONAL INFORMATION**

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#### **Town of Winchester**

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### **3.2.1.1.b. PUBLIC-PRIVATE PARTNERSHIP BETWEEN THE APPLICANTS**

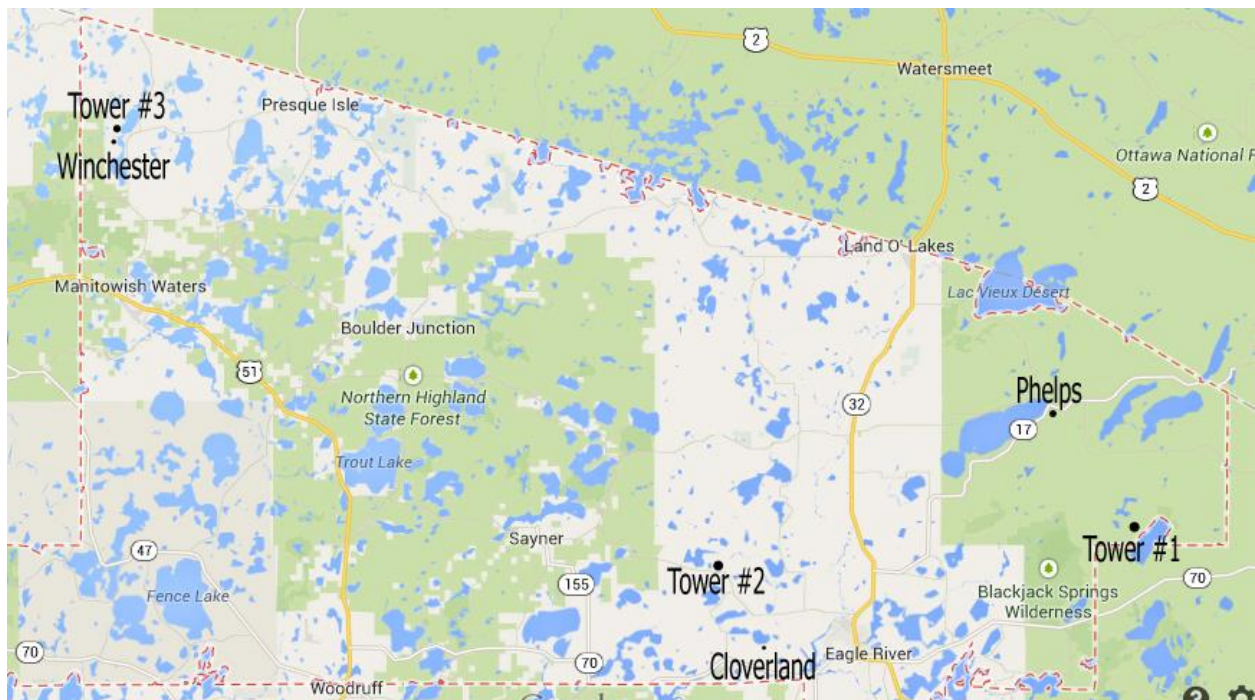
The proposed broadband expansion project is a public-private partnership involving SonicNet, Inc. (hereafter “SonicNet”), Vilas County Economic Development Corporation (“VCEDC”), and the Towns of Phelps, Cloverland and Winchester (the “Towns”). The VCEDC has passed a resolution authorizing (1) negotiation and execution of an Intergovernmental Agreement (“IGA”) between the VCEDC and the Towns; (2) negotiation and execution of certain agreements for broadband expansion in the Towns between the VCEDC, as agent for the Towns under the IGA, and SonicNet; and (3) the VCEDC to be a co-applicant on this grant. Attached hereto as **Exhibit A** is the VCEDC Resolution. The VCEDC will be the agent for the Towns for purposes of this broadband expansion project due to the greater resources available to the VCEDC to assist with administration of the grant, if awarded.

The Towns have committed to provide support, both financial and in-kind, for the broadband expansion project proposed in this grant application. The Towns, the VCEDC and SonicNet are working cooperatively to finalize the IGA and all other necessary agreements. Also included in **Exhibit A** are the current draft forms of Resolutions for the Towns. It is anticipated that the Resolutions will be adopted by the Town of Winchester at its April 7, 2014, public meeting and the Town of Cloverland at its April 2, 2014, public meeting. The Resolution for the Town of Phelps is included in this application as a sample. It is expected to be approved in April as well. Also included in **Exhibit A** is form of draft IGA.

### 3.2.1.2. DESCRIPTION OF THE PROJECT

This project includes the construction of **three new communications towers** in Vilas County, as shown on the map below. (Maps displaying the projected coverage area for each tower can be found in **Exhibit B** at the end of this document.) These three towers and the transmitting equipment mounted on them make up the infrastructure required to provide wireless broadband Internet service to over 800 homes and 16 businesses in the proposed coverage areas (see **Table 1** below). The total funding requested from the Broadband Expansion Grant is \$25,205.76, with equal matching funds provided by partners in this project. This figure represents an investment on the part of the State of Wisconsin of \$29.62 per household or business in the proposed coverage areas.

#### 3.2.1.2.a. Map of coverage areas that will be affected by the project



SonicNet is a privately-owned provider of fixed-wireless broadband service that currently owns or leases space on 30 communications towers in Vilas County and Oneida County, Wisconsin, as well as Iron County and Dickinson County, Michigan. SonicNet's total network includes three Network Operations Centers (NOCs) where upstream fiber bandwidth with expandable capacity is transmitted via microwave signal to other towers in the network. From those towers, signal is transmitted to individual residential and commercial customer sites using state-of-the-art

point-to-multipoint access points (APs) mounted on the towers sending radio signal to radios (also called Subscriber Units [SUs] or Customer Premise Equipment [CPEs]) on the customers' buildings.

**3.2.1.2.b.** These proposed towers are strategically located to reach the most potential **unserved or underserved** households and businesses in Vilas County. It represents a logical expansion of service for SonicNet, which has the bandwidth capacity for such additional service, and this expansion is supported by the VCEDC as well as the Towns in which the towers will be located: Phelps, Cloverland and Winchester. The scope of increased coverage and expected customer reach is identified in **Table 1** below.

**3.2.1.2.c.** All three proposed towers will be “**last mile**” infrastructure to provide **shared-bandwidth, fixed-wireless broadband services** directly to residences and businesses by SonicNet. The wireless spectrum in use is the unlicensed and lightly licensed frequencies of 900MHz, 2.4GHz, 3.65GHz and 5.1 to 5.9GHz.

### 3.2.1.d. Tower specifications and reach

**TABLE 1:** Tower Specifications, Households/Businesses Reached and Projected Speeds

TOWER NAME	TOWER LOCATION	TOWER HEIGHT/TYPE	# RESIDENTS IN COVERAGE AREA	# HOUSEHOLDS IN COVERAGE AREA	# BUSINESSES IN COVERAGE AREA	DOWNLOAD /UPLOAD SPEEDS
Tower 1	Kentuck Ln/Tuttle Rd, Eagle River	149'/Guyed Rohn 25	644	295	4	7.0/2.0 Mbps
Tower 2	County Rd D/Fishbone Dr, Eagle River, WI	149'/Guyed Rohn 25	425	210	-	7.0/2.0Mbps
Tower 3	Old Hwy O/Johnson Ln, Winchester, WI	149'/Guyed Rohn 25	876	330	12	7.0/2.0Mbps
<b>Total Project Reach:</b>			<b>1945</b>	<b>835</b>	<b>16</b>	

### **Tower 1 – Town of Phelps, Eagle River, Wisconsin**

Tower 1 will be located along the north shore of Kentuck Lake and will cover all of that lake as well as 60 percent of Spectacle Lake to the north. Additionally, areas in Forest County will be covered. Please refer to **Exhibit B, Map 1** for coverage details. The area that will be covered by this tower is currently only served by Verizon Wireless, a mobile broadband service, as listed on the LinkWisconsin Broadband Map at <http://wi.linkamericadata.org/> and is therefore “underserved.”

At the request of the landowner, **the Town of Phelps will purchase/own the property and own Tower 1. SonicNet will build the tower and lease space** on it for its transmitting equipment. See the Tower Use Agreement Template (**Exhibit C**).

### **Tower 2 -- Town of Cloverland, Eagle River, Wisconsin**

Tower 2 provides expanded coverage in the Town of Cloverland. SonicNet currently owns a tower in this township located on Perch Lake Road, Eagle River. That tower does not reach north to Pickerel, Boot, Muskellunge and the south shore of Snipe lakes, where there is significant housing density. Please refer to **Table 1** above for specifics about the estimated reach.

Based on the LinkWisconsin Broadband map, there are four providers currently serving this area: Frontier, Verizon Wireless, Cellcom and SonicNet. Because the reporting data for this census tract is not detailed down to the street level, this misrepresents the actual coverage. SonicNet, for example, does not currently reach these lakes, in spite of the fact that SonicNet is listed as a provider on the LinkWisconsin map. SonicNet does provide service in an area well north of the proposed tower site that is within the same census tract, therefore the map includes its service within the entire tract.

Additionally, the mobile wireless service is posted as being under 1 Mbps download speed and therefore under the minimum required to be considered “broadband.” Several tests in the area using the PSC’s Mobile Broadband Testing App confirm these speed reports.

With this data, it is therefore possible to conclude that the only provider who currently has the potential to provide service of 3 Mbps download speed or higher may be Frontier. And therefore, this area qualifies as an underserved area for the purposes of this grant.

**Tower 2 will be built and owned by SonicNet**, with a Land Use Agreement (**Exhibit D**) to be executed with the landowner. The Town of Cloverland will assist SonicNet by communicating with residents about the proposed broadband service and presenting a letter of support for this grant application (see **Exhibit E**, Letters of Support, at the end of this document).



### **Tower 3 -- Winchester, Wisconsin**

Tower 3 is located in a part of Vilas County previously not served by SonicNet.

Similarly to Cloverland, the Winchester area shows two providers on the LinkWisconsin Map: CenturyLink and Verizon Wireless. Again, the mobile wireless service is listed at under 1 Mbps download speed. Therefore, with the only potential provider in the area being CenturyLink (which does not cover the entire area proposed by the new SonicNet service), this area is also considered “underserved” for the purposes of this grant.

A thorough review of potential tower sites, housing density and potential customer density indicated this location is a viable choice for a communications tower for fixed-wireless broadband service.

**SonicNet will build and own the tower** in Winchester, executing a Land Use Agreement (**Exhibit D**) with the landowner.

#### **3.2.1.e. Planned schedule of the project**

<b>Tower</b>	<b>Site Prep</b>	<b>Tower Build</b>	<b>Attach Electronics</b>	<b>Test</b>	<b>Service Goes Live</b>		
Tower 1	5/15/2014	5/28/2014	6/1/2014	6/5/2014	6/15/2014		
Tower 2	06/01/14	6/16/2014	7/1/2014	7/6/2014	7/21/2014		
Tower 3	7/1/2014	7/20/2014	8/1/2014	8/5/2014	8/15/2014		
NOTE: All dates are estimated start dates for each step of the process and are dependent on weather							

The target start date for the project is 5/15/14 with a completion date for the total project of 9/1/14.

### 3.2.1.3. ITEMIZED STATEMENT OF FUNDING REQUEST

Funds requested in this grant application will be used solely for the purpose of building and equipping three communications towers suitable for microwave transmission equipment used by SonicNet for **last-mile fixed-wireless broadband service**. **No grant funds will be used for subsidizing operating costs, customer fees or the Corporation's profits.**

**Projected project costs – Table 2**

<b>Tower</b>	<b>Expenditures</b>	<b>Total Cost</b>	<b>Matching Funds</b>	<b>Matched By</b>
Tower 1	Land purchase/related costs	\$ 22,664.00	\$ 11,332.00	Town of Phelps
	Tower build/related costs*	\$ 7,159.17	\$ 3,579.58	Town of Phelps
	Transmitting equipment**	\$ 2,040.00	\$ 1,020.00	SonicNet
	Building permits	\$ -	\$ -	Town of Phelps
Tower 2	Tower materials/related costs*	\$ 5,012.16	\$ 2,506.08	SonicNet
	Labor	\$ 1,669.68	\$ 834.84	SonicNet
	Transmitting equipment**	\$ 2,040.00	\$ 1,020.00	SonicNet
	Building permits	\$ 75.00	\$ 37.50	SonicNet
Tower 3	Tower materials/related costs*	\$ 5,012.16	\$ 2,506.08	SonicNet
	Labor	\$ 1,669.68	\$ 834.84	SonicNet
	Transmitting equipment**	\$ 2,040.00	\$ 1,020.00	SonicNet
	Building permits	\$ 75.00	\$ 37.50	SonicNet
Project	Planning and testing	\$ 954.67	\$ 477.34	SonicNet
Project	Total	\$ 50,411.52		
Town of Phelps Matching Funds			\$ 14,911.58	
SonicNet Matching Funds			\$ 10,294.18	
Grant Funds		\$ 25,205.76		

\*Tower sections, concrete footers for tower and guy anchors, guy wire system, rental equipment for digging mixing concrete, electrical service to the tower, waterproof enclosure(s)

for equipment at base of tower, protective barriers around base of tower as well as guy anchors, including labor fees for Tower 1

\*\*Access points, backhuls, power controllers, power backups, Ethernet cable and connectors

### **Specific equipment costs – Table 2a**

Each tower will require the following materials and transmitting equipment:

<b>AP Radios</b>				
3	Sector Antennas	\$300.00	\$900.00	
3	Radios	\$150.00	\$450.00	
1	MT Backhaul Radio	\$50.00	\$50.00	
2	BH antennas	\$120.00	\$240.00	
<b>Total</b>			<b>\$1,640.00</b>	plus shipping
<b>Brackets</b>				
3	8' angle	\$31.36	\$94.08	
3	5' Alum Pipe	\$19.95	\$59.85	
1	2.5' Flat Alum	\$6.47	\$6.47	
8	Large U-Bolts	\$1.22	\$9.76	
16	Small U-Bolts	\$1.08	\$17.28	
1	10' EMT	\$13.50	\$13.50	
<b>Total</b>			<b>\$200.94</b>	
<b>Electrical</b>				
1	20AMP Breaker	\$6.44	\$6.44	
3	12gauge wire	\$27.50	\$82.50	
25	1/2" Conduit	\$1.43	\$35.75	
1	Misc Conduit	\$8.80	\$8.80	
1	Outlet supplies	\$7.68	\$7.68	
1	Tough Switch	\$95.00	\$95.00	
1	Battery Backup	\$80.00	\$80.00	
600	Shielded CAT5 Cable	\$0.24	\$144.00	
<b>Total</b>			<b>\$460.17</b>	
<b>Tower</b>				
15	Rohn 25G 10'	\$129.00	\$1,935.00	
3	GAC 305 Anchors	\$131.52	\$394.56	
1825	3/16" Guy Wire	\$0.17	\$310.25	
24	3/16" Deadends	\$3.50	\$84.00	
12	3/8 Turnbuckles	\$6.48	\$77.76	
12	1/4" Thimbles	\$0.99	\$11.88	
3	Ground Rods	\$10.00	\$30.00	

6	3/16" Cable Clamp	\$2.00	\$12.00	
3	1/2" Ground Rod Clamps	\$5.00	\$15.00	
1	1 1/4" Ground Clamp	\$8.00	\$8.00	
15	Feet of #4 Ground Wire	\$0.50	\$7.50	
5.5	Concrete	\$98.20	\$540.10	
3	Crane Service	\$125.00	\$375.00	
1	Mini-Excavator	\$250.00	\$250.00	
1	Trencher	\$100.00	\$100.00	
<b>Total</b>			<b>\$4,151.05</b>	
		Misc	\$200.00	shipping
		<b>Grand Total</b>	<b>\$6,652.16</b>	<b>w/o equipment: \$5012.16</b>
Labor	90 hours: 12 hours Climbing Rate	hourly rate incl employer costs	\$1,669.68	

### 3.2.1.4. PRIORITY FACTORS SUPPORTING THE APPLICATION

1. Matching funds supporting this project include \$14,911.58 from the Town of Phelps for the land purchase for and construction of Tower 1 and \$10,294.18 from SonicNet for the construction of Towers 2 and 3, as well as for the project planning/testing and the transmitting equipment installed on all three towers.
2. The public-private partnerships involved in this project include the following (including their roles in the project):
  - a. SonicNet: a privately owned fixed-wireless broadband service provider. SonicNet will build the towers, maintaining ownership of Towers 2 and 3, install the transmitting equipment on all towers, and provide broadband service to the residents/businesses within range of those towers as noted in Table 2.
  - b. VCEDC: As set forth above, the VCEDC has been authorized to enter into one or more IGAs with the Towns and to execute any other necessary agreements with SonicNet, as an agent for the Towns. The Applicants anticipate that the IGA and necessary Resolutions will be finalized and approved by the Towns' Boards within the next 30-60 days. VCEDC's role in this project is to serve as the fiscal agent. Detailed cost reports from both SonicNet and the Town of Phelps will be sent to the VCEDC which will then provide total project cost reports to the Wisconsin Public Service Commission for reimbursement of the grant's match. The VCEDC will then in turn send reimbursement funds to SonicNet and the Town of Phelps, as appropriate.
  - c. Town of Phelps: Due to the landowner's requirements and the desire of the Town to own this tower, the Town of Phelps will purchase the land for the

proposed tower site, contract with SonicNet to build the communications tower (Tower 1) at the at-cost price noted in **Table 1**, and will lease space on the tower to SonicNet for its transmitting equipment. The Town of Phelps and SonicNet have a long-standing relationship with tower lease agreements. SonicNet's first tower lease was established with the Town of Phelps in October 2007 when the company was founded. Since then, SonicNet has contracted with the Town to lease space on a second tower, and both parties maintain an excellent relationship in order to provide broadband service to the residents and business owners of Phelps.

- d. Town of Cloverland: The partnership between SonicNet and the Town of Cloverland began in 2012 when an agreement was reached to have SonicNet build a new communications tower on the Town's property. That tower currently provides broadband service to approximately 80% of the Town's area. The proposed Tower 2 would provide a total reach of approximately 95% of the Town's residents/businesses. The Town of Cloverland will communicate with residents/businesses about the proposed service to increase awareness.
  - e. Town of Winchester: Similarly, the partnership between SonicNet and the Town of Winchester is established to facilitate communication with landowners of the proposed tower site as well as residents/businesses in the proposed coverage area.
3. These three tower sites were selected because of the lack of current broadband services in those areas. Please refer to **Exhibit B** for further information regarding existing coverage in all three proposed tower areas.
  4. The geographic areas included in the three tower locations are typical "Vilas County": rolling hills, 90% forestation with a mix of deciduous hardwoods and evergreens, and high-density residential occupancy surrounding the lakes. Off-water housing density is sparse and has not been a priority for landline providers in the past. SonicNet's fixed-wireless solution has proven to be an excellent option for areas such as this where it can provide true broadband speeds with lower-cost infrastructure, making it extremely viable and competitive.

The impact of these three towers to reach residents and businesses is shown in **Table 1** above.

### 3.2.1.5. OTHER INFORMATION SUPPORTING THE APPLICATION

#### Secondary benefits from the proposed project

Broadband Internet service was once a luxury, but no longer. It has become a necessity in the daily lives of homeowners, students, business owners and retirees. From paying bills to signing up for unemployment benefits, from Skyping with one's grandchildren to watching the latest movie releases in the comfort of one's own home – these are the activities that we now do via the Internet. And while speeds of 1 and 1.5 Mbps were once adequate to perform most of these tasks, they are no longer fast enough for video Skyping and viewing one's favorite television show.

SonicNet's mission since 2007 has been to bring true broadband coverage to the areas in Vilas County where traditional land-based providers do not provide services. SonicNet's customers are those who previously have been on dial-up service, satellite service or, more frequently in recent years, mobile wireless service and have found those connections inadequate or too costly. Data limits on mobile wireless connections are often cost-prohibitive for consumers. SonicNet's fixed-wireless service **has no data limits and no contract period requirements**.

This proposed project will have an economic impact on the three areas of the county that it serves by serving full-time and seasonal residents as well as local businesses. Further, the impact of broadband access, which does not currently exist at these locations, will be the catalyst that finally enables the potential economic development and business growth of the three identified areas. As stated in *Wisconsin's Playbook for Broadband Progress* (March 2013, p. 6), results from a Grow North Regional Economic Development Corporation's survey of second homeowners "conclude that, on average, seasonal residents would stay in the Northwoods an additional 4 to 6 weeks per year if broadband were available. Six percent indicated they would permanently relocate. This would mean more people in local stores, stronger property values, and greater incentive for entrepreneurs to start new businesses in or migrate to existing ones to the Northwoods." (Grow North represents a five-county region of North Central Wisconsin, including Vilas County.)

The ability to do commerce around the globe from your home or local business has previously not been a possibility in the remote portions of Vilas County and it is a dynamic that with time will change the economic landscape of the County. Economic impact is also seen in the ability of customers to earn college degrees, sell products online from a home business, and telecommute for work, all the while staying here, keeping their resources here and participating in the daily life of their communities. Thus, the grant has the potential to leverage dollars from the economic impact of broadband in this area. (Please note the letter from Phelps Town Chair Colin Snook in **Exhibit E**).

But the grant also has the potential to help change the age dynamic and stem the tide of young people leaving the county for other areas to seek employment. In the second oldest county in

the state, with an average age of 50.7 years (2010), that matters considerably. **Table 3** below captures statistics from the 2010 Census and shows that Vilas clearly lags behind the state in the 20-39 age group. This represents not only a significant part of the labor force, but traditionally the 20-39 age group is the most likely to start businesses and foster entrepreneurial activity.

It is telling that when the current President of the University of Wisconsin was in Vilas County in August of 2013 (then as Chancellor), a question was posed to him by a high school senior regarding future employment in the county. The young man was headed to college but asked the Chancellor if there would ever be any decent jobs in Vilas County so that he could affordably live there. Chancellor Cross quickly responded that “Broadband is the dynamic that is going to change all of that.” Thus, the “brain drain” that has been so prevalent with this area’s young people can actually be diminished simply by having fast, reliable Internet service at home or in a small business.

**Table 3: Vilas County/Total Wisconsin Age Demographics**

Age	Vilas County % of population	Wisconsin % of population
<b>Total Population</b>	21,430	5,686,986
<b>0-9</b>	9.2	12.8
<b>10-19</b>	12.3	13.6
<b>20-29</b>	<b>7.2</b>	<b>13.3</b>
<b>30-39</b>	<b>8.5</b>	<b>12.2</b>
<b>40-49</b>	13.4	14.4
<b>50-59</b>	16.6	14.5
<b>60-69</b>	<b>16.6</b>	<b>9.5</b>
<b>70-79</b>	<b>11.0</b>	<b>5.6</b>
<b>80+</b>	6.5	4.2
<b>Median Age</b>	50.7	38.5

## **Population dynamics of the three proposed tower locations**

In Phelps, Tower 1 will serve 200-225 homes on Kentuck Lake and Spectacle Lake. That will enable approximately 440-490 residents (based on the 2010 Census average of 2.2 persons per

household) in that community to have reliable broadband service. That area also currently includes three businesses. Tower 1 will also reach into Forest County adding 154 residents in 70 households.

The second area served by the project is in the northwestern section of the Town of Cloverland, approximately 10-12 miles west-northwest of downtown Eagle River. Tower 2 would serve residences along Pickerel, Muskellunge, Boot and Snipe lakes. Cloverland had a 12 percent population increase from 2000 to 2010 with a current population of 1,029 (U.S. Census). Tower 2 would serve approximately 425 residents in 193 households, or one-third of the Town's population.

Tower 3 will be located in the Town of Winchester in the northwestern portion of Vilas County. According to Town Chair Phil Williams, with the placement of this tower on a hill, it is believed that the entire population of the Town (383 in 2010) in 174 households as well as the 10-12 businesses will be served by this single tower. Additionally, Tower 3 will reach into Iron County (70 households/154 residents) and the Town of Presque Isle (63 households/139 residents).

## **SonicNet's history and experience in broadband deployment**

SonicNet was founded in 2007 in direct response to the lack of fast, reliable broadband Internet service in Vilas County. SonicNet President Lori Collins and her husband Jeff, a consultant and entrepreneur for more than 25 years, could not find suitable Internet service that would allow Jeff to work from home on days when he was not traveling for his consulting firm.

This real-world need became an idea that turned into a viable business plan and then a partnership with the Town of Phelps, who granted SonicNet leased tower space on one of its communications towers in the fall of 2007. That one tower quickly turned into four towers, and within a year SonicNet was covering four towns via seven towers/access points. The growth continued at a quick pace, and now, six years later, SonicNet covers eleven towns via 30 towers/access points in Vilas and Oneida counties as well as eastern Iron and western Dickinson counties in Upper Michigan. During that period, SonicNet has partnered with five town governments and two county governments in order to build or lease space on towers.

From its earliest days, quality service using state-of-the-art wireless broadband equipment designed specifically for areas with heavy foliage has been the primary goal of the company. As with most technology, the equipment deployed in 2007 was surpassed a few years later in design, capacity and quality. Upgrading equipment throughout the SonicNet network is ongoing to meet the needs and demands of its customers.



In 2010, SonicNet acquired a company which employed staff capable of building its own towers. This ability to build at cost dramatically increased the Company's expansion and allows for future growth at reasonable expense.

SonicNet currently deploys Ubiquiti and Mikrotik equipment on towers and customer premises. The quality of this equipment along with that of the installation process using strict parameters for signal value allow SonicNet to meet or exceed quality and repair rates of traditional landline carriers. With 99.8% up time, SonicNet's newest deployments are capable of 7/2 Mbps speeds download and upload, well above the minimum standards for broadband service.

The business model of providing excellent service, local customer support and in-depth research on prospective coverage areas prior to tower build has proven successful and secure for long-term operations. Privately held, SonicNet is firmly established in the business community and maintains long-range plans for the success of the company.

SonicNet's goal is to provide service to 85% of the residents/businesses of Vilas County by 2016. The Broadband Expansion Grant can be a vital tool in the company's success in reaching that goal.

Please see letters of support for this project included in **Exhibit E** from various organizations, town officials and members of the Wisconsin and US legislature.

## EXHIBIT A: AGREEMENTS AMONG THE APPLICANTS

**THE FOLLOWING DOCUMENT IS THE VCEDC RESOLUTION FORMALLY ADOPTED MARCH 17, 2014**

Resolution #2014-1

Vilas County Economic Development Corp.(VCEDC) Board of Directors

Concerning Intergovernmental Agreement and Co-Application for grant monies with other stakeholders

WHEREAS, the VCEDC Board occasionally finds it necessary to apply for available grant funding in order to fulfill its strategic plan objectives.

WHEREAS, the Board of Directors may find it necessary to use the experience, knowledge, and expertise as well as the business name of private firms in the execution of these applications.

WHEREAS, the VCEDC has been involved in discussions with a number of wireless broadband providers, including but not limited to SonicNet, Inc. concerning projects to construct towers to reach unserved or underserved residences and businesses in Vilas County where such service is currently unavailable or prohibitively expensive.

WHEREAS, providers may derive significant benefit and enhance the likelihood of success for such projects where they are able to form a public/private partnership with the municipalities where these projects are located and the VCEDC.

WHEREAS, sources of funding for such projects include local private and public contributions and promotion by and with the affected municipalities and the VCEDC and co-application for certain grants from the PSC and others.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves the: (1) negotiation and execution of an Intergovernmental Agreement by and between the VCEDC and participating municipalities, such Agreement to be in substantially the form attached hereto as Exhibit A, (2) negotiation and execution of certain Development Agreements by and between the VCEDC, as agent under the Agreement, and such broadband providers, providing for the terms of any monetary or other support, and (3) when deemed necessary, co-application for said grants with qualified broadband providers.

Date: \_\_\_\_\_

Board Chairman: \_\_\_\_\_

Secretary's Certification: \_\_\_\_\_

I certify that the foregoing resolution was duly adopted by the VCEDC Board of Directors at a properly noticed open meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which a quorum was present.

By: \_\_\_\_\_ Board Secretary

Date: \_\_\_\_\_

**THE FOLLOWING DOCUMENT IS REPRESENTATIVE OF THE AGREEMENTS THAT WILL BE EXECUTED WITH EACH PARTNER IN THE GRANT WITHIN THE NEXT 30-60 DAYS**

TOWN BOARD OF  
TOWN OF PHELPS, WISCONSIN

RESOLUTION NO. \_\_\_\_\_

INITIAL RESOLUTION INTERGOVERNMENTAL AGREEMENT WITH VILAS PARTY ECONOMIC  
DEVELOPMENT CORPORATION

WHEREAS, the Town has been involved in discussions with a number of wireless broadband providers, including but not limited to SonicNet Inc. concerning projects to expand broadband capability to reach unserved or underserved residences and businesses in Vilas Party where such service is currently unavailable or prohibitively expensive.

WHEREAS, providers may derive significant benefit and enhance the likelihood of success for such projects where they are able to form a public/private partnership with the municipalities where these projects are located and the Vilas Party Economic Development Corporation (VCEDC).

WHEREAS, sources of funding for such projects include local private and public contributions and promotion by and with the affected municipalities and the VCEDC and co-application for certain grants from the PSC and others.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves the: (1) negotiation and execution of an Intergovernmental Agreement by and between the VCEDC and participating municipalities, such Agreement to be in substantially the form attached hereto as Exhibit A, (2) negotiation and execution of certain Development Agreements by and between the VCEDC, as agent under the Agreement, and such broadband providers, providing for the terms of any monetary or other support, and (3) when deemed necessary, co-application for said grants with qualified broadband providers.

Date: \_\_\_\_\_ Town Chairman: \_\_\_\_\_

Clerk's Certification: \_\_\_\_\_

I certify that the foregoing resolution was duly adopted by the Town Board of the Town of Phelps at a properly noticed open meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which a quorum was present.

By: \_\_\_\_\_ Town Clerk

Date: \_\_\_\_\_

## EXHIBIT A

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### INTERGOVERNMENTAL AGREEMENT

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(By and between Vilas County Economic Development Corporation

and

the Town of Phelps, the Town of Cloverland and the Town of Winchester)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and among the Participating Parties (defined below) located in the State of Wisconsin (the "State") which, through their duly authorized representatives, have signed this Agreement.

WHEREAS, the Vilas County Economic Development Corporation ("VCEDC"), a nonstock, not-for profit corporation, was created to lessen the burdens of government and provide support for economic development in Vilas County; and

WHEREAS, SonicNet, Inc., a Wisconsin corporation ( "SonicNet, Inc."), a Wisconsin fixed-wireless broadband provider proposes to construct towers to reach the most potential un-served or under-served residences and businesses in Vilas County where such service is currently unavailable or is prohibitively expensive (the "Project"); and

WHEREAS, it is currently expected that the proposed towers would be constructed in the Town of Phelps, the Town of Cloverland and the Town of Winchester, Vilas County, Wisconsin (each a "Participating Party" and collectively, the "Participating Parties"); and

WHEREAS, each of the Towns is a political subdivision of the State within whose boundaries a portion of the Project is located; and

WHEREAS, the Participating Parties wish to enter into this Agreement providing that the VCEDC and the Participating Parties will work cooperatively with SonicNet, Inc. to secure funding through grants, contributions or other means to support the Project, assist in public education about the Project, and assist SonicNet, Inc. to provide such services in Vilas County; and

WHEREAS, in consideration of the new jobs and other economic benefits for residents of each of the Towns and Vilas County that will result from the Project, each Participating Party has agreed to provide community education and support, strategic and tactical advice, and sponsorship including monetary or other contributions toward the Project.

NOW, THEREFORE, it is hereby agreed by and among the Participating Parties as follows:

1. Purpose. The Participating Parties, acting pursuant to Section 66.0301 of the Wisconsin Statutes, hereby agree to cooperate and exercise their municipal powers jointly for the purpose of providing support and/or revenues for the Project.

2. Authorization. Each Participating Party shall authorize the execution, delivery and performance of this Agreement and authorizes VCEDC, as agent, to execute any other agreements requested to be executed and

delivered hereunder, including, but not limited to a Development Agreement by and between SonicNet, Inc. and the VCEDC, as agent for the Participating Parties, by all necessary corporate action of the Participating Party. Each Participating Party shall have the right to make reasonable objections to the same. If disagreement occurs, the decision shall be made by a majority of the Participating Parties by their respective governing bodies.

3. Records. The VCEDC will maintain and be the custodian of all records associated with the administering and performance of this Agreement, and will make those records available to all Participating Parties upon request.

4. Reporting. The Provider shall meet with the VCEDC on a semi-annual basis for the purpose of presenting an oral report on the status of the Project. The date, time and place of such meeting shall be determined cooperatively among the parties. No less than seven (7) days prior to such meeting, the Provider shall provide to the VCEDC a written report regarding siting, construction progress with respect to the Project.

5. Effective Date. This Agreement shall become effective upon its adoption by all Participating Parties. Any initial Participating Party, or additional Party entering into this Agreement, shall adopt an authorizing resolution, and provide a certified copy of the resolution to all other Participating Parties. This Agreement shall remain in full force and effect until terminated as provided herein.

6. New Members. After the effective date of this Agreement, additional municipalities may join in this Agreement upon application to, and approval by the Participating Parties. Approval shall be conditioned upon the adoption by the governing body of the new member of the terms and provision of this Agreement by resolution, a certified copy of which is to be provided to each Participating Party.

7. Termination. This Agreement shall be deemed terminated when such termination has been approved by all Participating Parties. A Participating Party shall be released from its obligations under this Agreement if such Participating Party requests upon submission of a written request.

8. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

9. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Participating Parties.

10. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

11. 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.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement; provided however, that this Agreement shall not cover the exercise by any Participating Party of its rights and remedies under any reimbursement agreement between the Provider and such Participating Party or under any guaranty agreement with the Guarantor.

13. Assignment. The rights and obligations of the parties to this Agreement may not be assigned without the express written consent of all parties.

[SIGNATURE PAGE TO FOLLOW]

**VILAS COUNTY ECONOMIC  
DEVELOPMENT CORPORATION,**  
a Participating Party

By: \_\_\_\_\_

By: \_\_\_\_\_

**TOWN OF PHELPS, WISCONSIN,**  
a Participating Party

By: \_\_\_\_\_

By: \_\_\_\_\_

**TOWN OF CLOVERLAND, WISCONSIN,**  
a Participating Party

By: \_\_\_\_\_

By: \_\_\_\_\_

**TOWN OF WINCHESTER, WISCONSIN,**  
a Participating Party

By: \_\_\_\_\_

By: \_\_\_\_\_

Acknowledged:

**SONICNET, INC.**

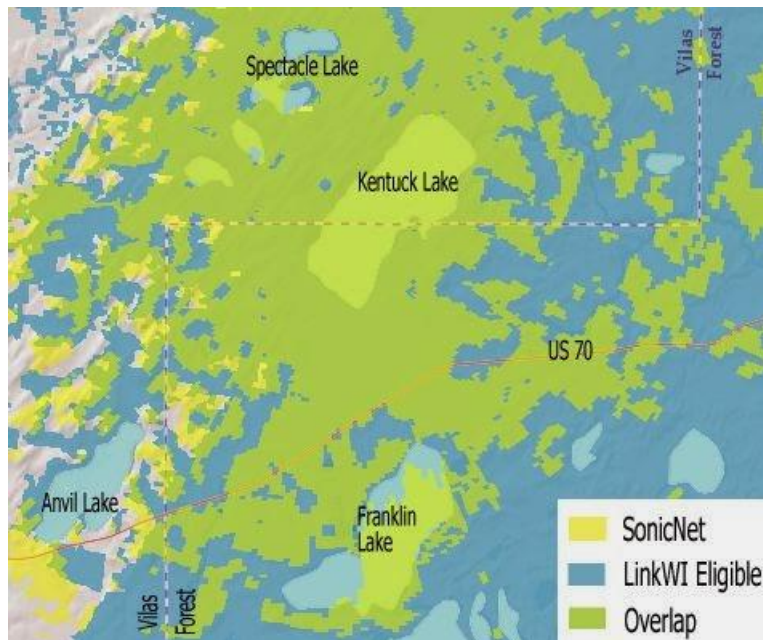
By: \_\_\_\_\_

## EXHIBIT B: MAPS OF PROPOSED COVERAGE AREAS BY TOWER

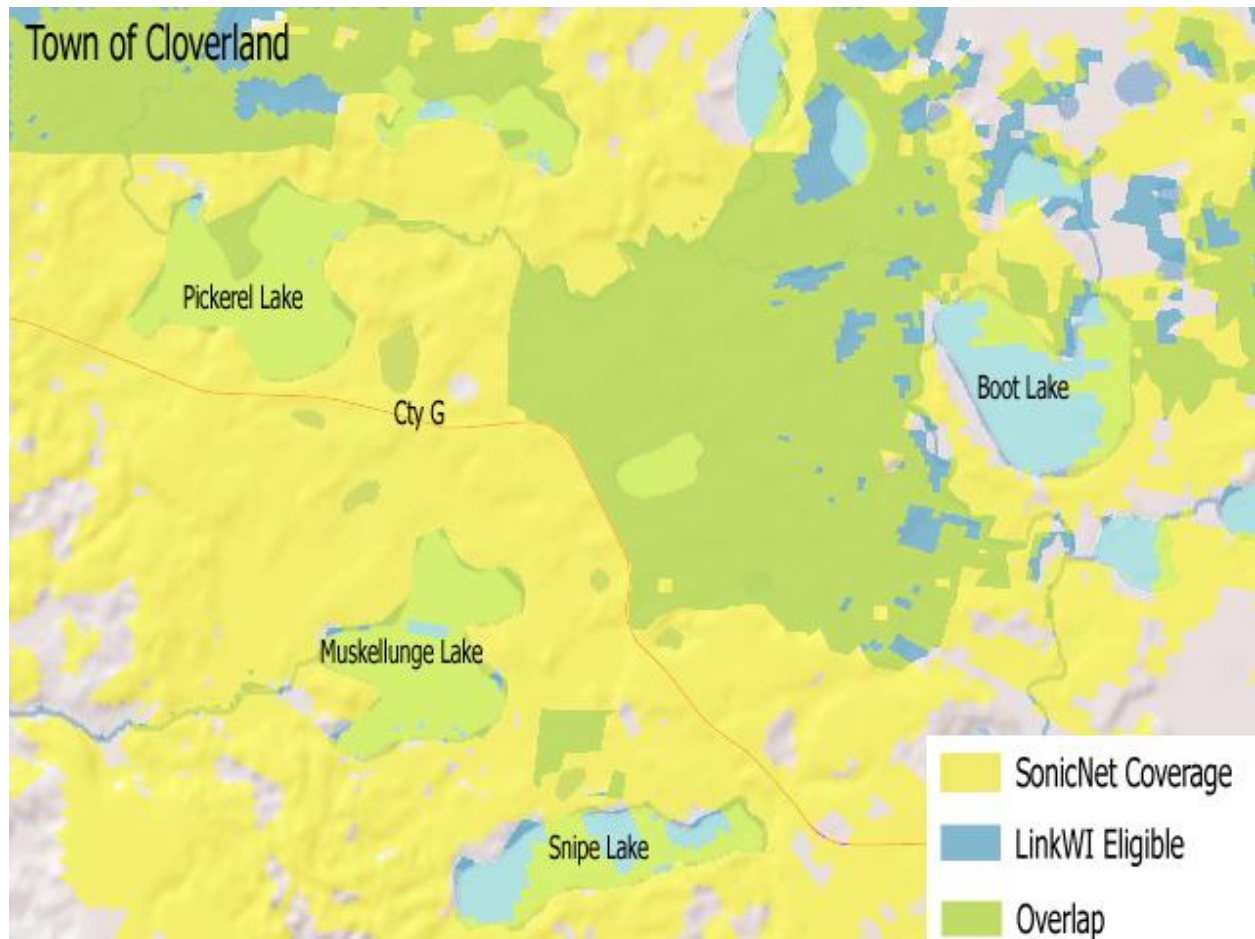
Comments about the coverage areas:

1. All three maps indicate areas included on the LinkWisconsin Map for Grant Eligibility (Blue), SonicNet's expected reach from the proposed tower (Yellow) and all overlay areas where SonicNet's coverage will be in the Grant-Eligible areas (Green).
2. SonicNet's reach for Tower 1 is virtually all within Grant-Eligible areas.
3. SonicNet's reach for Tower 2 overlays the Grant-Eligible areas along the shorelines of Pickerel, Muskellunge and Boot lakes. It also covers a large eligible area west of Boot Lake. Please refer to the description of the existing Internet service in this area on page 5 of this Application.
4. Tower 3 will serve underserved areas within the Town of Winchester as well as Fisher Lake to the west, which is located in Iron County, and Harris Lake to the northeast, which is located in the Town of Presque Isle.

**MAP 1: TOWER 1 – PHELPS**

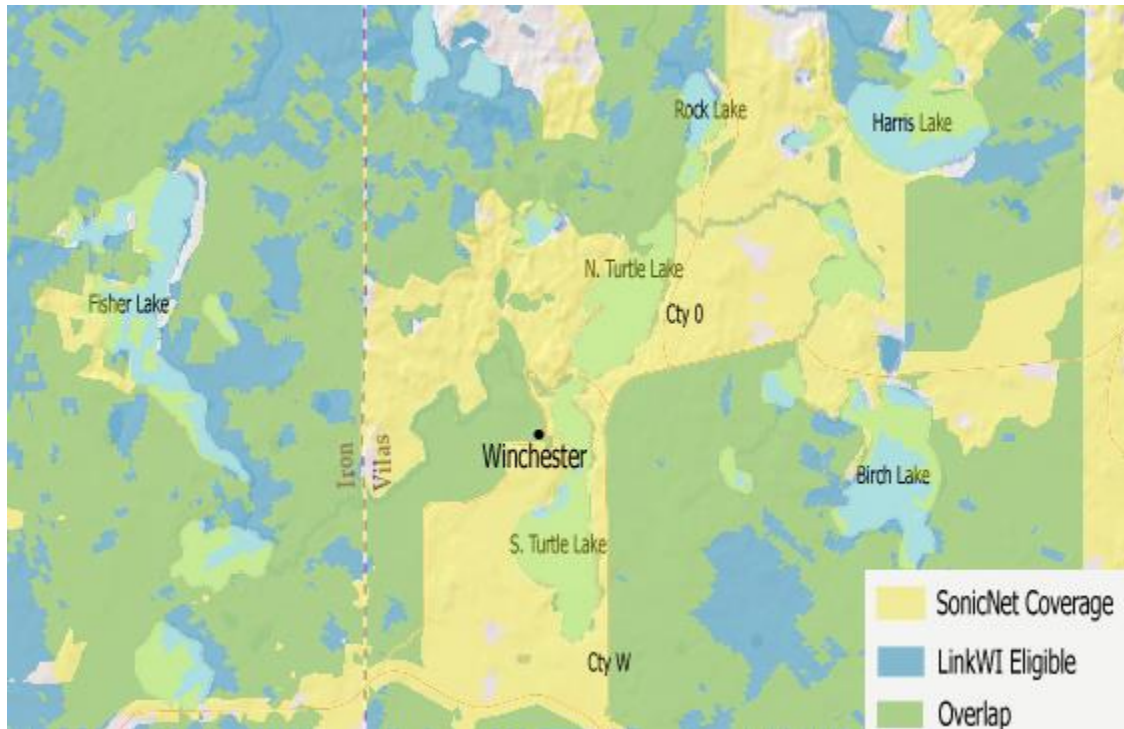


**MAP 2: TOWER 2 – CLOVERLAND**





**MAP 3: TOWER 3 – WINCHESTER**



## EXHIBIT C: TOWER USE AGREEMENT

### Tower Use Agreement

THIS LEASE AGREEMENT ("Lease"), made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_, Wisconsin, hereinafter referred to as "Landlord", and **SonicNet Inc** with its principal office and place of business at 229 W. Pine St., Eagle River, WI, with mailing address of PO Box 42, Phelps, WI, hereinafter referred to as "Tenant." Landlord and Tenant may, from time to time throughout this Lease, be referred to individually as "Party" or collectively as "Parties."

WHEREAS, Landlord has a leasehold interest in certain real property (located in Town of \_\_\_\_\_: \_\_\_\_ degrees, \_\_\_\_ minutes, \_\_\_\_ seconds NORTH, \_\_\_\_ degrees, \_\_\_\_ minutes, \_\_\_\_ seconds WEST, Physical address: \_\_\_\_\_, \_\_\_\_\_, Wisconsin ("Lands"); and

WHEREAS, Landlord is the owner of \_\_\_\_\_ Tower, all of which is located on the Lands described above; and

WHEREAS, Tenant has a desire to provide communications using suitable pre-existing communications towers when they meet Tenant's policy and operating objectives;

AND WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower for the placement of Tenant's antennas, cabling and ancillary equipment ("Tower Space") as well as certain space within the Landlord's shelter building if applicable. Collectively the Tower Space and the Shelter building space shall be referred to hereinafter as the "Leased Space";

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein contained and for good and valuable consideration, the Landlord and Tenant do covenant and agree as follows:

1. **TERM:** The initial term ("Initial Term") of this Lease shall commence on 1<sup>st</sup> day of the month Tenant begins installing equipment at the site ("Commencement Date") and shall extend five years from that date ("Expiration Date"), except that this Lease may be terminated prior to the Expiration Date as hereinafter provided. Any extension of this lease after the Expiration Date, will require a new lease agreement between the Landlord and Tenant. Tenant shall provide Landlord with written notice at least 90 days prior to the said Expiration Date of Tenant's desire to negotiate a new lease agreement.
2. **RENT:** Tenant shall be permitted to occupy the Leased Space with its equipment, as described in Section 4 hereinafter, with payment to the Landlord of \$1.00 per month per each active customer served from the tower equipment. These payments will be made in one annual payment due January 31 of each calendar year.
3. **TERMINATION:** Except as otherwise provided herein, this Lease may be terminated prior to the Expiration Date as follows:
  - a. by Tenant, in the event Tenant is denied federal, state or local governmental permits or authorization or is in anyway prevented from utilizing the Tower, Lands or other improvements it deems necessary or is denied approval for installing all of its desired equipment on the Leased Space, and such denial effectively prevents Tenant, in its reasonable opinion, from utilizing this site for its communications system, then, upon written notification to Landlord, Tenant shall have the option to immediately terminate this Lease, the same as though this Lease had not been entered into and this Lease shall no longer be of any force and effect.
  - b. by Landlord any time, in the event Landlord is so instructed and ordered to remove or cease use of the Tower, equipment and other improvements (whether owned and operated by Landlord or Tenant) by any federal, state or local governmental agency having jurisdiction over Landlord's or Tenant's operation or use of the Tower, including the Landlord's use of the Lands, Tower and its use of them as a communications site.
  - c. by Tenant, or Landlord, upon 30 days advance written notice, for any reason whatsoever.
4. **PERMITTED EQUIPMENT:** Landlord hereby grants to Tenant, and Tenant hereby receives and accepts from Landlord, the right, authority and permission to do all of the following:

- a. For equipment, antennas, and space on the Phelps Fire Tower as set forth in Exhibit "A";

At such time as the Tenant may elect to add to, improve or modify the equipment set forth in Exhibit "A" of this agreement, Landlord shall not unreasonably withhold approval of such equipment changes necessary to establish, preserve and maintain essential communications as determined by the Tenant. Tenant agrees to cooperate with the Landlord to properly plan any addition, modification or improvement of facilities at the Leased Space so as to ensure quiet enjoyment of each space by the Landlord and its Tenants.

5. INSTALLATION / MAINTENANCE: All installations, maintenance, repair, replacement and removal of Tenant's equipment on the Tower Space shall be performed to Landlord's specifications and only by qualified employees of Tenant, its selected contractors or licensed, bonded and insured contractors of Tenant who have been approved by Landlord, all at Tenant's sole cost and expense. Items attached to the Tower, e.g. cable ladder, antenna brackets, etc., shall not be removed upon termination of this lease unless Landlord agrees and gives approval to the removal. Landlord and Tenant agree that assuring adequate structural capacity of the communications Tower identified in this lease is mutually beneficial to the parties. Therefore, Tenant, at its own expense, agrees to undertake a structural analysis as Landlord may request to determine capacity of the Tower to support Tenant's proposed use. Tenant's contractors shall, prior to commencing any work on Landlord's Tower, produce evidence of such license, bond and insurance to Landlord. All installations, maintenance, repair and replacement of Tenant's equipment not on or attached to the Tower shall be performed only by Landlord approved contractors of Tenant or by Landlord if its facilities are in its reasonable opinion to be affected.
6. APPROVALS: Tenant hereby agrees to procure all necessary public authority and permits for Tenant's use of the Leased Space as a communications site, including the construction, installation, operation, repair, maintenance, replacement, removal and use of all appurtenant equipment and site improvements. Furthermore, Tenant shall be responsible for all costs and expenses associated with obtaining any authorization, approval or permit associated with the use of the Leased Space.
7. SUBLETTING / ASSIGNMENT: Tenant may not sublet its leasehold interest nor assign its right, title and/or interest in and to this Lease in whole or in part without the prior written approval of Landlord. Any request for subleasing or assignment shall include the proposed sublessee's or assignee's name, place of business, financial reports and any other financial information Prior to execution, Tenant will provide a copy of the proposed sublease or assignment agreement, any changes from the existing communication and electrical equipment specifications, operating frequencies, any proposed change in location of equipment on the Tower and within the Equipment Building, transmission cabling or other connections, and further provided that such equipment does not in any manner interfere with the operation or signal reception and transmission of Landlord or other Tower users' existing or future equipment. Under an approved sublease or assignment, Tenant shall remain primarily responsible for all terms of this Lease described herein, but Landlord may at its sole discretion charge such subtenant or assignee reasonably calculated market rent.
8. TENANT ACCESS: Tenant shall have reasonable and continuous access on a 24 hour basis to and from the Leased Space utilizing the driveway located on the Lands for routine and emergency maintenance of Tenant's equipment located in the equipment building. In the event Tenant discovers or is made aware of an emergency situation, Tenant shall report the problem to Landlord or Landlord's designee immediately.

Tenant shall not be permitted at any time to transfer, move or adjust Landlord's antennas, cables, connectors, attachments or microwave dishes (if existing at some future date) or any other equipment of Landlord without the prior written consent of Landlord. Upon completion of Tenant's work, Landlord may inspect, test and check its equipment to verify that its communication system and equipment have not been damaged or moved and are performing to its satisfaction. If Landlord discovers any damage or if Landlord's equipment requires adjustment, and reasonably determines such damage is resultant from or adjustment necessary due to the installation of Tenant's equipment or other work being performed by or on behalf of Tenant, Landlord shall notify Tenant and perform such work as it deems reasonably necessary. Tenant agrees to reimburse Landlord for the reasonable costs of said inspection and any resultant work upon presentation of a bill thereof. All of Tenant's work shall be coordinated with Landlord's communications supervisor or such other person Landlord may from time to time designate. Tenant's failure to coordinate all initial work and all subsequent repairs or replacement of equipment on the Tower with Landlord or work that could affect Landlord's equipment shall be considered a material default and, notwithstanding Tenant's other rights provided hereinafter to receive written notice and cure period, Landlord may, at its sole discretion, immediately terminate this Lease.

9. REPLACEMENT OF TOWER: In the event Landlord's communication requirements change such that it requires a larger or different Tower and in Landlord's reasonable discretion elects to replace the Tower or if the Tower is damaged and requires replacement or repair, the Parties hereto shall be responsible for the timely removal, reinstallation and all costs thereof for their respective equipment. If upon reasonable notice from Landlord, Tenant

fails to remove its equipment in a timely manner, Landlord reserves the right to remove Tenant's equipment and Tenant agrees to promptly reimburse Landlord for its expenses upon presentation of a bill therefore.

10. **TENANT DAMAGE / INTERFERENCE WITH OPERATION:** Tenant agrees that proper operation of Landlord's broadcast stations subject to the FCC license conditions (and unlicensed operating parameters, if applicable) of Landlord's station operating authority at the tower site(s) referenced are primary. Tenant agrees to fully cooperate with the Landlord to minimize any disruption of RF radiation pattern or other operating parameter of Landlord's broadcast operations. Tenant covenants and agrees that Tenant's equipment, its installation, operation and maintenance will:

a. In no way damage the Tower or accessories thereto, Landlord's facilities or other site improvements. Tenant shall exercise special precaution to avoid damage to facilities of Landlord or of other authorized users of the Tower, now existing or at some point in the future, and Tenant hereby assumes all responsibility for any and all damage to facilities of Landlord or authorized users arising out of or caused by the conduct or property of Tenant, its employees, contractors and invitees and not due to or from the Landlord's negligence. Tenant shall make an immediate report to Landlord of the facilities affected by the occurrence of any damage and in the event such damage is due to Tenant, its employees, contractors or invitees, Tenant hereby agrees to reimburse Landlord and/or other authorized users for the expenses incurred by Landlord and/or other authorized users in making the necessary repairs and replacements.

b. Not interfere with the maintenance of the Tower, Landlord facilities or other Landlord improvements performed by or on behalf of Landlord.

c. Comply with all applicable rules, regulations and codes of the federal, state and local agencies having jurisdiction over the operation of Landlord's or Tenant's business or occupation of Landlord's Tower.

d. Comply with all applicable rules, regulations and codes regarding the potential designation of the tower as a National Historic Site or similar designation.

Landlord agrees to grant Tenant exclusive commercial use of frequency bands ranging from 900MHz – 928MHz, 2412GHz – 2462GHz, 5200GHz – 5300GHz and 5700GHz – 5800GHz for consumer distribution of Internet services.

Under this Lease, the Landlord assumes no responsibility or cost for licensing, installation, operation and/or maintenance of Tenant's equipment or any of Tenant's improvements.

11. **SIGNAL INTERFERENCE:** Landlord and Tenant mutually agree not to interfere with the operation of or cause signal interference with the other Party's communication equipment (if such exists) due to the operation of communication equipment or electrical interference, whether initially installed hereunder or at some future date, which is reasonably designed and installed to operate without interference from each other's equipment. Prior to the installation of any equipment by Tenant, it shall provide such information to Landlord for review of possible signal interference, with complete equipment specifications, including but not limited to: antennas, tower dishes, ground dishes, transmission cables, receivers and transmitters, frequencies and power output thereof, modulation mode, all appurtenant equipment, and the preferred location of all equipment on the Tower. Furthermore, Tenant shall completely install and test its equipment in a full operational mode in order for Landlord and Tenant to reasonably determine the existence of any signal interference caused by either Party's equipment prior to Tenant being commercially operational. Whether during testing or once commercially operational, in the event it is reasonably determined by Landlord that Tenant's equipment causes signal interference with Landlord's communication equipment to the extent that Landlord's communications are materially impacted as determined solely by Landlord, Tenant's equipment shall immediately cease operation. Upon receipt of notice of such interference from Landlord, Tenant will promptly take all steps necessary to correct and eliminate the interference at its sole cost and expense. If Tenant's equipment is at fault and Tenant is unable to eliminate the interference, Tenant shall so advise Landlord and provide Landlord or its qualified contractors the opportunity to review, assess and make repair suggestions. If Landlord and Tenant are unable to eliminate the interference caused by Tenant's equipment, Landlord may elect to terminate this Lease agreement immediately without written notice.

12. **RESTORATION:** Tenant hereby agrees to restore Landlord's Lands to the condition existing prior to any disturbance resulting from Tenant's construction, operations, maintenance, repair, replacement or removal, whether temporary or permanent, of its equipment or any damage caused to Lands resulting from the use permitted herein. Such restoration shall include, but not be limited to the spreading of topsoil and sowing of perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover, repair of fences, or other damages incurred due to or arising out of the permitted use described hereinabove in accordance with plans submitted by Tenant to Landlord for its approval.

13. DAMAGE TO LANDLORD IMPROVEMENTS: In the event existing site improvements located on the Tower, on the Lands, or on any adjoining property owners lands are damaged as the result of Tenant's construction, excavation, installation, operation, maintenance, repairs, removals, use of the Lands, Leased Space, or the Tower, Tenant shall take whatever action is necessary to repair or replace the damaged improvement (other than to the Tower, in which case Landlord shall repair and bill the Tenant therefore) or, if to other buildings, or adjoining property owners, to the condition existing prior to such damage.
14. TAXES: During the Initial Term and any Renewal Term, Landlord shall be responsible for any increase of taxes on the Lands, Tower or Leased Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the Parties to this Lease, which Landlord shall pay or become obligated to pay because of or in connection with the personal property, fixtures, machinery, equipment, systems and apparatus of Tenant located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (as further described in Section 15), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes, but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Tenant. Taxes shall also include all fees, costs and expenses (including legal fees and court costs) paid by Landlord in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Landlord is ultimately successful. If at any time during the term of this lease, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Landlord under this Lease, such tax shall constitute and be included in taxes. Any taxes paid by Landlord hereunder shall be reimbursable to Landlord by Tenant as Additional Rent.
15. PERSONAL PROPERTY TAXES: Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon Tenant's equipment, fixtures, and other personal property which includes but is not limited to its antenna(s), transmission cable(s), and all other appurtenant and ancillary equipment or improvements, located on the Lands, Tower or Leased Space, whether permitted by this Lease or not, and whether said taxes are assessed against Landlord or Tenant and upon all alterations, additions or leasehold improvements made by or for Tenant and if any such alteration, addition or leasehold improvement is nevertheless included in Landlord's real estate or personal property tax assessment and bill, Tenant shall reimburse Landlord with respect thereto. Any taxes paid by Landlord hereunder shall be reimbursable to Landlord by Tenant as Additional Rent.
16. INSURANCE: During the term of this Agreement, Tenant shall maintain the following insurance:
- A. Worker's Compensation:
1. Coverage A: Limits – Statutory
  2. Coverage B: Employer's Liability Limits
  3. Bodily Injury by Accident - \$100,000 each accident minimum
  4. Bodily Injury by Disease - \$100,000 each employee minimum
  5. Bodily Injury by Disease - \$500,000 policy limit minimum
- B. Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.
- C. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

The Certificates of General and Automobile Liability Insurance must name the Town as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Town. An updated copy of the Certificate must be provided anytime a change is made to any policy.

17. CONSTRUCTION AND OTHER LIENS: Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Lands, Tower, or other site improvements or to charge the rent payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Lands, the Tower by or at Tenant's direction on which any lien is or can be validly and legally asserted against its leasehold interest in the Lands, Tower, or other site improvements thereon and that it will save and hold Landlord harmless

from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the leasehold interest of the Tenant in the Leased Space or against the right, title and interest of Landlord in the Lands, Tower, and other improvements or under the terms of this Lease. Tenant will not permit any construction lien or any other liens which may be imposed by law affecting Landlord's leasehold interest in the Leased Space or Landlord's right, title and interest in the Lands, Tower, and/or other improvements to be placed upon the Lands, Tower, and other improvements arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant will promptly pay same. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Landlord to Tenant and Tenant as not posted with Landlord a bond in the amount of at least 125% thereof, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Tenant to Landlord and shall be paid to Landlord immediately on presentation of a bill therefore.

18. UTILITIES AND SERVICE FEES: Utility (electrical) fees shall be paid by the Landlord.
19. DIGGERS HOTLINE: Tenant shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation, construction or equipment removal on the Lands or adjoining lands in order to determine the location of electric, telephone, communication, water and natural gas facilities within the Lands or adjoining lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities. Tenant hereby agrees to obtain permission from the appropriate property owner(s) prior to entering or performing any work on the Lands.
20. CONDEMNATION: If all or substantially all of the Landlord's Lands, Tower or Equipment Building are sold to or taken by any public or quasi-public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority. Upon any taking of only a part of or less than substantially all of the Lands or Tower by any public or quasi-public authority, and such taking doesn't materially affect Landlord's or Tenant's ability to utilize the Leased Space, Lands, Tower as it requires, then this Lease shall be unaffected by such taking, except that if the remaining area of the Leased Space, Lands, Tower, or after a partial taking shall not be reasonably sufficient for Tenant, by its own reasonable determination, to continue feasible operation of its business, Tenant may terminate this Lease up to 30 days following the date possession of the affected portion of the Leased Space, Lands, or Tower shall be transferred to the acquiring authority.
21. GOVERNMENTAL JURISDICTION: Tenant shall, in the use and occupancy of the Leased Space as a communications site, comply with all laws, ordinances, rules and regulations of Vilas County, Town of \_\_\_\_\_, the State of Wisconsin and other governmental bodies having jurisdiction over the operation of Landlord's or Tenant's business or occupation of said Towers.
22. TENANT'S DEFAULT: Upon the occurrence of any of the below enumerated events of default by Tenant, Landlord shall have all rights and remedies available hereunder or at law or in equity, all of which rights and remedies shall be cumulative, including the right to terminate this Lease by written notice to Tenant. Upon such termination, Tenant shall be obliged to forthwith return the possession of the Leased Space to Landlord, and notwithstanding the termination of this Lease, shall also be liable to Landlord for all unpaid rent, if any is applicable, effective on the date of any such default, all unpaid Additional Rent and other payments hereunder to the end of the Lease term or then current renewal term, and for all reasonable costs, expenses and attorneys' fees that shall be incurred by Landlord in enforcing the covenants and agreements of this Lease. Upon the failure of Tenant upon such termination to return the possession of the Leased Space to Landlord, Landlord shall have the right to enter upon the Leased Space without judicial process and repossess the same without liability therefore, and without prejudice to any other rights and remedies herein stated. No such repossession of the Leased Space by Landlord or reletting thereof shall constitute a termination of Tenant's obligations under this Lease. The following shall constitute events of default by Tenant:
  - a. the failure by Tenant to pay any installment of rent or any other payment required hereunder;
  - b. any breach or failure by Tenant to observe or perform any of its other obligations under the Lease and the failure of Tenant to cure such breach or failure within 30 days after notice in writing to Tenant thereof;
  - c. the subjection of the Lands, Tower, Leased Space, or other improvements located on the Lands to any lien, levy or attachment caused by acts or omissions of the Tenant and the failure to obtain the release thereof within ten (10) days or of Landlord's written demand therefore;
  - d. any action by Tenant in furtherance of any of the foregoing events. In addition to any other right or remedy that it may have hereunder or at law or in equity, Landlord shall have the right to charge interest at the rate of 15 percent per annum upon any installment of rent or any other payment required hereunder not paid within 20 days after the

date on which the same shall have become due. Such interest shall be charged from the due date to the date of payment, and shall be payable by Tenant upon demand by Landlord. Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorney's fees, incurred in enforcing the provisions of this Lease.

If Tenant defaults in performing any of its obligations hereunder, Landlord may, but shall not be obligated to, perform any obligation on behalf of Tenant, and any expense incurred by Landlord in so doing, together with interest at the rate of 15 percent per annum from the date such expense is incurred by Landlord, shall be Additional Rent hereunder due upon demand by Landlord.

23. REMOVAL OF TENANT PROPERTY / IMPROVEMENTS: Upon expiration or earlier termination of Tenant's interest in this Lease, Tenant shall peaceably surrender the Leased Space to Landlord and further, shall remove all of its communication equipment, ground equipment, and other personal property unless previously offered to and purchased by Landlord. There shall be no abandonment of improvements or equipment without the written approval of Landlord.
24. NOTICES: All notices, requests, demand and other writings required under this Lease must be in writing and shall be deemed validly given on the date posted if sent by a nationally recognized overnight delivery service or by certified mail, return receipt requested, addressed to the place of business of Landlord or Tenant as follows (or to any other address that the Party to be notified may have designated, in writing, to the sender):

Landlord: \_\_\_\_\_

Tenant: SonicNet Inc.

\_\_\_\_\_

Lori Collins, President

\_\_\_\_\_

PO Box 42

\_\_\_\_\_

Phelps, WI 54554

25. OBLIGATIONS SURVIVE: All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands, Tower, and Leased Space.
26. WAIVER OF TERMS AND CONDITIONS: The failure by Landlord to enforce or insist upon the strict performance of Tenant's obligations hereunder or any other term or provision hereof shall not constitute a waiver thereof or relinquishment of any such terms or conditions, but the same shall continue in full force and effect. Any waiver, to be effective, must be in writing and specifically refer to the right being waived, and shall not apply to any other right.
27. NO JOINT VENTURE: The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint ventures, nor to make Landlord in any way responsible for the debts or losses of Tenant.
28. BINDING EFFECT: The covenants, agreements and obligations herein contained, except as otherwise specifically provided, shall extend to, bind, and inure to the benefit of the Parties hereto and their respective successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereinabove).
29. CAPTIONS: The captions in this Lease are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
30. SEVERABILITY OF PROVISIONS: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of

the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

31. **AUTHORITY:** Landlord hereby warrants and represents it has full power and authority to execute this Lease without the further consent or agreement of any other person or entity. Tenant warrants and represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin, is qualified to transact business in the State of Wisconsin and has the power and authority to consummate the transactions contemplated by this Lease; that all proceedings of Tenant necessary to consummate the transactions contemplated by this Lease have been duly taken in accordance with law; and that the persons executing this Lease on behalf of the Tenant have been duly authorized to execute this Lease.
32. **ACCEPTANCE:** Tenant hereby agrees to accept this Lease and the Leased Space upon the terms, conditions, and restrictions herein set forth, and covenants to keep and perform each and every one of said terms, conditions and restrictions. Tenant further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses made and incurred by the Landlord in enforcing the terms and conditions of this agreement, provided Landlord is the successful Party, and Landlord further covenants and agrees to pay and discharge all reasonable costs and attorney's fees and expenses made and incurred by the Tenant in enforcing the terms and conditions of this agreement, provided Tenant is the successful Party.
33. **GOVERNING LAW, JURISDICTION AND VENUE:** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Tenant hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Vilas County, Wisconsin.
34. **OPEN RECORDS LAW COMPLIANCE:** Tenant understands and agrees that, because Town is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Tenant. Tenant agrees to fully comply with such laws, and to cooperate with Town in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Town or others upon the request of Town. Compliance and cooperation of Tenant shall be at its sole cost and expense.
35. **EXCLUSIVITY:** This Lease grants exclusive rights to Tenant for the use of this Tower for wireless Internet equipment. Landlord may use space on the tower for its own communications equipment as long as it does not interfere with the frequencies included in Section 10.d. above.

IN WITNESS WHEREOF the Parties hereto have caused this Lease to be executed on date \_\_\_\_\_

In Presence of:

**Town of \_\_\_\_\_** (Landlord)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SonicNet Inc** (Tenant)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit A OF TOWER USE AGREEMENT**

### **Installed Equipment (SAMPLE)**

#### **On-tower Antenna(s) and Radio(s)**

1. One (1) or two (2) SAH9-120 degree 900MHz sector antenna
  - a. Specifications:
    - i. Frequency Range: 900-928MHz
    - ii. Gain: 12dBi
    - iii. Vertical Beamwidth: 15 degrees
    - iv. Horizontal Beamwidth: 120 degrees
    - v. Front to Back -14dB
    - vi. VSWR: 1.5:1
    - vii. Impedence: 50OHM
    - viii. Input Power: 100W
    - ix. Pole Diameter (OD): 1.5 (38) 3 (76) inch (mm)
    - x. Operating Temperatures: -45 to +70 degrees C
    - xi. Weight: 22 (10) lbs. (kg)
    - xii. Length x Width x Depth: 62" x 8" x 2" (1575mm x 203mm x 51mm)
2. One (1) 2.4GHz backhaul
  - a. Specifications:
    - i. Frequency Range: 2.312 – 2.737GHz; regulatory domain dependent
    - ii. Radio: Atheros 5005 chipset; 20dB Super G
    - iii. Enclosure: Rugged cast aluminum with easy access integrated hinge system
    - iv. Interfaces: Dual auto MDI/MDIX Ethernet ports, with full PoE support
    - v. Power System: 20-48vdc input range; 24vdc typical with our switching PoE system
    - vi. Protection Systems: Transient and surge protections for both power and Ethernet systems
    - vii. Physical: 9.3" x 9.25" x 4.05" (237mm x 235mm x 103mm); 3.3 lbs.

#### **Equipment Box to Be Mounted on Tower**

1. Two (2) 48v Power-over-Ethernet (PoE) adapter used to provide power to the backhaul unit located on the tower
2. One (1) TrendNet TE100-S55Eplus 5-port 10/100Mbps Network Switch
  - a. Connected to equipment at top of tower with Cat5e outdoor gel-filled cable
3. One (1) APC BE550G battery backup with following specifications:
  - a. Power protection type: UPS battery backup
  - b. Input voltage: 120V
  - c. Frequency: 60Hz
  - d. Input connection type: NEMA 5-15P
  - e. Cord length: 6 ft.
  - f. Watts: 330 Watts
  - g. Voltage: 120V
  - h. Volt Amps: 550VA
  - i. Full load run time: 3.3 min.
  - j. Half load run time: 13.5 min.
  - k. Battery recharge rate: 24 hours
  - l. Type: Maintenance-free sealed lead-acid battery with suspended electrolyte: leak proof
  - m. Dimensions: 3.3" x 12" x 7"
  - n. Weight: 13.0 lbs.
  - o. Outlets: 8

## EXHIBIT D: LAND USE AGREEMENT

Land Use Agreement

For SonicNet Inc.

WHEREAS, SonicNet Inc. (hereafter "SonicNet") is a Wisconsin Corporation of the city of Eagle River and

WHEREAS, SonicNet is organized to provide the \_\_\_\_\_, and surrounding area with broadband Internet service, and

WHEREAS, SonicNet requires a site of high elevation and clear view of the surrounding service area, and

WHEREAS, the land owned by \_\_\_\_\_ (hereafter "Land Owner") is such a site, and

WHEREAS, Land Owner recognizes that broadband Internet service is a benefit to the residents of this area and is willing, under terms and conditions as specified herein, to allow use of its land by SonicNet.

NOW THEREFORE, the parties agree as follows:

1. This agreement is made by and between \_\_\_\_\_, \_\_\_\_\_, and SonicNet, with mailing address of PO Box 42, Phelps, WI 54554.

When used herein, SonicNet shall include the Corporation SonicNet, and any and all officers, owners, stockholders, employees, agents and/or contractors of SonicNet and its/their successors in interest.

2. Land Owner grants to SonicNet permission to install and maintain Internet-signal transmitting and power equipment on the site but for no other purpose/use whatsoever.
3. SonicNet may have access to the land for installation and maintenance of the equipment as needed.
4. The said equipment shall consist of one (1) network access point, one (1) backhaul unit, reception panels, related power supply and transmission, switching components, and AC power line. Other equipment may be installed as needed.
5. SonicNet shall provide Land Owner with free Internet service beginning with the date the tower's equipment is operational and for as long as this agreement remains in effect.
6. Land Owner will provide the electrical power required for the tower equipment noted in item four (4) above.
7. In the event Land Owner chooses to sell property on which SonicNet has its equipment located, SonicNet shall be guaranteed easement for location of the tower.
8. SonicNet shall be responsible for all costs of any kind associated with its use of the site, including any and all damages thereto and any administrative costs associated therewith.
9. Any and all equipment shall, at its option, become the property of Land Owner in the case of SonicNet's breach of any term hereof and/or in the case of its insolvency, and/or discontinuance, and/or abandonment.
10. SonicNet shall comply with any and all Local, State, or Federal ordinances, laws, rules, and regulations in construction of the transmitting equipment or its use of this permit.
11. This permit is exclusive to SonicNet.
12. All components shall be clearly marked as SonicNet installations.
13. SonicNet shall be allowed to keep the tower site in good condition and free from any falling trees or debris that might damage the tower and SonicNet equipment.
14. SonicNet acknowledges that implementation of the permitted use involves inherently dangerous activity to person(s) and property(s) including injury and death and accepts those inherent dangers without reservation or recourse.
15. SonicNet acknowledges that there are inherently dangerous conditions and defects, latent and patent about, around, and on the site and accepts those without notice whatsoever.

16. SonicNet holds Land Owner harmless from any and all claims of every kind and nature whatsoever arising out of this permit, without exception, regardless of lack of notice, and/or negligence by Land Owner and agrees to indemnify Land Owner for any/all costs of every kind and nature whatsoever, including actual attorney's fees, resulting from any claim(s).
17. This agreement shall be for an initial term of five (5) years, unless terminated prior by the terms hereof. After five (5) years, SonicNet will have the option of renewing the permit on an annual basis if agreeable by both parties.
18. Upon notice of termination, SonicNet shall have one hundred twenty (120) days to remove equipment. Thereafter, the equipment will be deemed abandoned.
19. Lack of strict enforcement of any term hereof does not constitute waivers by Land Owner or acquiescence therein.
20. SonicNet shall provide proof of general liability and property insurance, naming Land Owner as an additional insured in an amount not less than one million dollars (\$1,000,000.00).
21. Because the tower is built of materials owned by SonicNet, no other equipment may be mounted by any entity or person(s) not associated with SonicNet, its owners, stockholders, employees or contractors.

Agreed this date: \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Its Owner

\_\_\_\_\_  
Lori C. Collins, SonicNet Inc.  
Its President

## **EXHIBIT E: LETTERS OF SUPPORT FOR THE BROADBAND EXPANSION PROJECT**

The following letters of support are included below:

1. Elizabeth Burmaster, Nicolet Area Technical College
2. State Senator Tom Tiffany and State Representative Rob Swearingen
3. Dr. Mike Richie, Northland Pines School District
4. Julie Priefer, Clerk-Treasurer, Town of Cloverland
5. Anne Derber, CEO, Camp Manito-wish YMCA
6. Colin Snook, Phelps Town Chair
7. Sean Duffy, US Congress
8. Azael Meza, North Lakeland Discover Center
9. Phil Williams, Winchester Town Chair



NICOLET  
COLLEGE

5364 COLLEGE DRIVE, PO BOX 518, RHINELANDER, WI 54501  
715.365.4410 . 800.544.3039 ext. 4410 . NICOLETCOLLEGE.EDU

Elizabeth Burmaster, President

March 7, 2014

G. Steven Burrill  
Vilas County Economic Development Corporation  
413 W. Pine St., P.O. Box 1621  
Eagle River, WI 54521

Dear Mr. Burrill:

I would like to express my strong support for your application for a Broadband Expansion Grant from the Wisconsin Public Service Commission. Broadband access is essential for education, economic development, safety and security, health care, and the overall quality of life. The proposal, to fund broadband access in the underserved communities of Pickerel and Booth Lakes, Town of Cloverland, the Turtle Lake area, Town of Winchester, the Kentucky Lake area, and the Town of Phelps, would benefit Vilas County citizens and Nicolet College students. Your proposed use of "last mile" broadband services to these areas is exactly what is needed.

Communities that don't have affordable broadband lose jobs, and individuals suffer serious disadvantages in the workforce and in higher education. We know broadband access is essential for businesses to be competitive in today's global economy. The same is true for broadband access in higher education.

I believe that the proposed "last mile" broadband project would be an essential investment in Vilas County infrastructure. The proposed broadband project will help attract new high-technology jobs to the area and foster growth of existing industries. The proposed grant funding to address the "last mile" of broadband service will go a long way in providing a viable option to those who currently find themselves on the wrong side of the "digital divide."

In conclusion, this wise investment in broadband infrastructure will provide long-term benefits to our educational and business communities and our citizens' overall quality of life.

Sincerely,

Elizabeth Burmaster  
President



## WISCONSIN LEGISLATURE

P. O. Box 7882 Madison, WI 53707-7882

March 6, 2014

Public Service Commission of Wisconsin  
c/o Sandy Paske,  
Commission Secretary  
Docket 5-GF-237  
610 N. Whitney Way  
Madison, WI 53707

Dear Ms. Paske:

Please accept this letter of support for the Broadband Expansion Grant for the Vilas County Economic Development Corporation (VCEDC). The VCEDC is applying for a \$50,000 dollar grant to expand broadband access in underserved areas including: Pickerel and Booth Lakes in the Town of Cloverland, the Turtle Lake Area in the Town of Winchester, and the Kentuck Lake area in the Town of Phelps. We strongly believe the VCEDC would make excellent use of the grant funding, and broadband expansion would be very beneficial to the Northwoods.

This grant will level the playing field and help provide much needed broadband access to Northwoods businesses and homes. Broadband expansion will attract new businesses, promote student educational opportunities, and address health and safety issues in remote areas.

Many residents in the Northwoods continue to rely on dial-up connections in their homes and businesses. Our offices have heard from several concerned parents and college students regarding their inability to effectively complete online homework assignments due to their internet connectivity. This places students in the Northwoods at a distinct disadvantage.

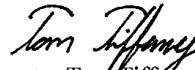
The economic downturn of a few years ago had a substantial negative impact on the local economy in Northern Wisconsin. Many businesses have scaled back or closed their doors resulting in a growing number of vacant store fronts and a decrease in local services. The Broadband Expansion Grant will help revitalize and attract new businesses to the Northwoods and allow them to thrive and prosper.

The Broadband Expansion Grant is an important step towards leveling the playing field and increasing economic development in the heart of the Northwoods. Thank you for your time and consideration of our request. Should you have any questions, please feel free to contact us.

Sincerely,



Representative Rob Sweadring  
34<sup>th</sup> Assembly District  
Wisconsin State Assembly



Senator Tom Tiffany  
12<sup>th</sup> Senate District  
Wisconsin State Senate

**BOARD OF EDUCATION**  
Jim Mulleady, President  
Mike Sealander, Vice President  
Holly McCormack, Treasurer  
John Sarama, Clerk  
Eric Neff, Deputy Clerk  
Mike Jovanovic, Member  
Mark Vander Bloemen, Member



**Northland Pines School District**  
1800 Pleasure Island Road • Eagle River, WI 54521  
Phone: (715) 479-6487 • Fax: (715) 479-7633  
www.npsd.k12.wi.us

**ADMINISTRATION**  
Dr. Mike Richie, District Administrator  
Margo Smith, C.P.A., Business Manager

March 7, 2014

Wisconsin Public Service Commission

To Whom It May Concern:

My name is Dr. Mike Richie and I have been the District Administrator of the Northland Pines School District since 2004. Northland Pines is a high performing school district and a front runner when it comes to utilizing technology in the classroom. I am writing this letter in support of the Vilas County Economic Development Corporation (VCEDC) pursuing the Broadband Expansion Grant from the Wisconsin Public Service Commission.

The dedication of the VCEDC has been vital for Vilas County as they served as the backbone during the implementation of the Business Incubators. The VCEDC is working extremely hard in attempting to bring jobs to Vilas County. **The biggest hurdle and challenge they face is the lack of Broadband.** Securing this grant would not solve our Broadband dilemma; however, it would help tremendously and I wholeheartedly support this grant application.

The Northland Pines School District has 1:1 (one device to each student) technology for our high school students and a plan in place to expand our 1:1 to the middle and elementary levels in the near future. This has improved our instructional delivery in our classrooms; however, our students do not all have access to the Internet in their homes. Numerous locations throughout the county have no Internet service. It's very difficult to try to teach 21<sup>st</sup> century skills when we don't have the tools that are needed. Again, this grant would help our students and staff.

We have also opened up our school buildings to allow our senior citizens, community and tourists to utilize our Broadband during summer and after school hours. This has greatly improved online access for senior citizens and all community members who do not have Internet access at their homes.

In addition, this grant would allow the opportunity for home business entrepreneurs to relocate to Vilas County. Today's workforce wants the flexibility of being able to operate their business from home. This is a need that has been expressed to us often and with the lack of Broadband potential home businesses are choosing residence in other counties, versus Vilas County, in order to be able to run and maintain a home business.

Again, Vilas County would be a logical recipient of this grant award. Thank you in advance for your consideration and I would be happy to answer any questions you may have regarding this issue. Again, I support this grant application.

Sincerely,

  
Dr. Mike Richie  
District Administrator

Northland Pines School District is dedicated to empowering all individuals to reach their potential.





## TOWN OF CLOVERLAND

P.O. Box 1565 • Eagle River, WI 54521  
www.townofcloverland.org

March 6, 2014

Barry McLeane, Project Manager  
Vilas County Business Incubators  
c/o Vilas County Economic Development Corp  
413 West Pine Street  
Eagle River, WI 54521

Dear Mr. McLeane,

The Town of Cloverland Board is in support of your request for a Broadband Expansion Grant from the WI Public Service Commission. The Board is in agreement that such service is needed in our Town. It would be beneficial for our students to have good internet service. It would give our Town residents the ability to develop an at home business. It would give our residents the ability to access educational and informational services that should be readily available to all. It would give tourist more access to services that they would have at home. It would be a great benefit for all who this would affect.

Julie Priefer  
Clerk/Treasurer  
Town of Cloverland  
P.O. box 1565  
Eagle River, WI 54521  
(715)479-3434  
Clerktreasurer@townofcloverland.org

*Experience*  
**MANITO-WISH®**

March 14, 2014

TO: Wisconsin Public Service Commission

RE: Broadband Expansion Grant

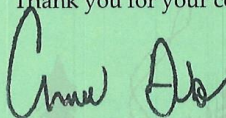
I am writing in support of the Vilas County Economic Development Corporation as this group applies for a Broadband Expansion Grant.

As chief executive of Camp Manito-wish YMCA in Boulder Junction, our program has grown to serve over 3,000 youth, young adults and families on a year-round basis. In our 96<sup>th</sup> year of operation, our service to the local community has increased along with our ability to partner with schools, youth serving agencies, colleges and universities from all over the Midwest. Over the years, we have also become one of the largest employers in Vilas County.

Our growth and expansion of services continues to be linked to the importance of excellent internet service for our staff, program participants and everyday business needs. Training efforts and the need for on-line resources to support these efforts not only for our business but for our school partners is becoming increasingly important for well-rounded programs and training.

We support the efforts of Vilas County Economic Development Corporation as they reach out to increase access to several underserved areas including the Pickerel and Booth Lakes in the Town of Cloverland, the Turtle Lake area in the Town of Winchester and the Kentuck Lake area in the Town of Phelps.

Thank you for your consideration.



Anne Derber

Chief Executive Officer

**Camp Manito-wish YMCA**  
camp@manito-wish.org www.manito-wish.org  
P.O. Box 246, Boulder Junction, WI 54512-0246 Phone (715) 385-2312 Fax (715) 385-2461





*Come to...*

## **Town of Phelps**

**P.O. Box 157**

**Phelps, WI 54554**

**Phone/Fax: 715-545-2270**

*For the year round "solitude that only  
the Northwoods can offer".*

**Town Chair**  
Colin Snook

**Town Supervisors**  
Wally Beversdorf  
Dorothy Kimmerling  
Lorin Johnson  
Steve Waier



3/8/2014

Reff: Broadband Expansion Grant from WI Public Services Commission

To whom it may concern,

In 2011 at the Town of Phelps annual meeting the citizens present mandated that the Town Board initiate work to improve broadband services in our community. The Town Board created a broad band expansion line item in our annual budget and created a subcommittee as part of our Planning Commission. This subcommittee has been working on identifying the area's most in need and how quality services could be provided. The Kentuck/Spectacle Lake area of Phelps in Vilas County was identified as the first area that should be addressed based on the number of homes that could be reached from a single tower and current services available. With a tower in this area we would reach on the order of 225 homes and at least 4 businesses. We have found two citizens that will allow towers on their property. The owner of the preferred location is interested in selling the property to the Town of Phelps. I have attached a map that defines the area of coverage and a cost analysis for the town to purchase the property and establish new services for the area.

The majority of our residents live in rural locations where internet access does not exist or is marginal at best. This creates an extremely difficult position for our school district which is classified as a Blue Ribbon School and one of the best in the country. Starting in the 4<sup>th</sup> grade each student is issued a computer at no charge for the year. This has created a very tech savvy student population but also a frustrated community. Students have the tools and high speed access as long as they are at school or the public library but do not have access at home. The lack of broadband services makes it impossible to retain our youth leading to the decline of a workforce and the economic health of our community.

Because we are in a high density lake area our part time summer resident population swells dramatically in the summer. A large number of these part time residents are also business owners. These part time residents have indicated that if they had adequate broadband access they would stay in the area longer, running their businesses via the internet. Studies have indicated this would have a significant economic impact not only to the community of Phelps but to the entire region.

Recent census data indicates that Phelps has one of the oldest populations in Vilas County. The average age is 57. Having the ability to reach out to family members, community and medical services is becoming vital for this aging population. Without broadband access one can easily see these older citizens moving to other townships and cities where these basic services are readily available. This potentially leads to a smaller population, loss of our school district and declining property values.

The Town Board and the community of Phelps realize how important high speed internet access is. As there has been no interest on the part of large corporate service providers we decided to take the bull by the horns and start working on building this infrastructure ourselves. Over the past two years we have put \$40,000.00 into a dedicated account specifically for broad band expansion. This may not seem like much of an investment on the towns part but when one considers that by state mandate we cannot raise our levy limit of \$700,000 it is significant.

In summation, we have developed an initial plan to increase broadband services in Phelps, we have a local service provider, SonicNet that we are working with and we have established a fund to build financial resources so we can implement the plan. We understand that for Phelps to be competitive and have economic growth this is one of the most important areas we can invest in.

I am thrilled that WI Public Service is offering grants and the Town of Phelps looks forward to working with Vilas County Economic Development and the other organizations in the Northwood's dedicated to making broadband for everyone a reality.

Sincerely,



Colin Snook (715) 545-2022

Chairman for the Town of Phelps..... "On The Lake"

SEAN P. DUFFY  
7TH DISTRICT, WISCONSIN

WASHINGTON  
1208 LONGWORTH HOUSE OFFICE BUILDING  
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Congress of the United States  
House of Representatives  
March 17, 2014

COMMITTEE ON  
FINANCIAL SERVICES  
SUBCOMMITTEES:  
VICE CHAIRMAN, FINANCIAL  
INSTITUTIONS AND CONSUMER CREDIT  
INSURANCE, HOUSING AND  
COMMUNITY OPPORTUNITY  
OVERSIGHT  
AND INVESTIGATIONS  
COMMITTEE ON THE BUDGET  
JOINT ECONOMIC  
COMMITTEE

Public Service Commission of Wisconsin  
PO Box 7854  
Madison, WI 53707-7854

To Whom It May Concern,

I write in support of Vilas County Economic Development Corporation's (VCEDC) application for a Broadband Expansion Grant through the Wisconsin Public Service Commission in the amount of \$50,000. It is my understanding that, if awarded these funds, VCEDC will utilize them to install towers, transmitting equipment and hardware, and cover associated costs to expand broadband service to the Towns of Cleveland, Winchester, and Phelps.

As you are probably aware, the issue of broadband development in northern Wisconsin, particularly in rural areas, is a critical one. Without adequate broadband infrastructure, and readily accessible internet access at necessary speeds that comes with the infrastructure, economic development, quality of life, and educational opportunities will suffer. Many groups and individuals have dedicated time and resources to advancing broadband development in rural areas in northern Wisconsin and I applaud VCEDC's efforts to add to the work that has already been done.

With these grant dollars, broadband access can be improved and extended to areas where, according to Broadband Coverage Maps on Link Wisconsin, adequate access, and in some areas any access at all, is lacking.

I appreciate your time and consideration of this application and was once again I voice my support for VCEDC's grant request.

Due to my interest in this application, please update me on any future developments. Correspondence may be directed to Nathan Schwanz at my Wausau Constituent Services Center at 208 Grand Ave, Wausau, WI 54403 or [Nathan.schwanz@mail.house.gov](mailto:Nathan.schwanz@mail.house.gov).

Sincerely,

Sean P. Duffy  
Member of Congress

SPD/ns

WAUSAU  
208 GRAND AVENUE  
WAUSAU, WI 54403  
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March 18, 2014

Dear WI Public Service Selection Committee,

The North Lakeland Discovery Center (NLDC) recognizes the need for improved broadband in our area. High speed Internet is necessary to economic vitality, education access, communication and health care for our community's present and future needs. We applaud the Vilas County Economic Development Committee for applying for a \$50,000 Broadband Expansion Grant from the WI Public Service Commission that will aid expansion of our local infrastructure.

The NLDC is located in Vilas County in extreme northern WI; this area is heavily forested and quite rural, therefore, reliable broadband can make a huge difference in the communities where it becomes available. The proposed WI Public Service Grant will provide infrastructure and broadband access to the currently underserved areas of: Pickerel and Booth Lakes in the Town of Cloverland, Turtle Lake area in the Town of Winchester and Kentuck Lake area in the Town of Phelps.

The NLDC wants to express our enthusiastic support for this proposal to improve the broadband access of our neighboring communities.

Sincerely,

Azael Meza

Assistant Director

North Lakeland Discovery Center

## Town of Winchester

7228 County Rd W  
Winchester, WI 54557  
Tel. (715) 686-2123

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March 11, 2014

Barry McLeane, Project Manager  
Vilas County Business Incubators  
% Vilas County Economic Development Corp  
413 West Pine Street  
Eagle River, WI 54521

To Whom It May Concern:

This letter is in support of the Broadband Expansion Grant for Vilas County Business Incubators.

We are in an area where dial-up internet is the only option for many of our residents. Many of our residents are retired and need good internet access to help with health and safety issues.

In addition, our businesses and students need good broadband access to the internet for educational and informational opportunities.

The Town of Winchester strongly supports this application for the grant from the WI Public Service Commission. Please feel free to contact me with any question you may have.

Sincerely,

/s/ Phil Williams  
Town Chairman