

**July 2026**

**To: Board of Water Commissioners**

**From: Tamara Scheuren, CRF Supervisor**

Sheboygan Water Utility initiated a review of fiber internet service providers with the goal of enhancing internet reliability by establishing a primary fiber connection, while retaining the existing coax connection as a backup. To achieve redundancy, it is essential that the primary and backup services are delivered by different providers.

## **Quotes Received**

Fiber internet quotes for a 50 Mbps connection were obtained by OnTech and Telecom Fit from the following vendors:

**AT&T: \$618.86/month**

**DynaLink Communications: \$618.00/month**

We also received a quote from Spectrum however, it was not considered for the fiber connection because Spectrum currently provides our coaxial internet, which we intend to retain as the secondary backup line due to a current contract.

## **Recommendation: DynaLink Communications**

We recommend selecting DynaLink Communications as our primary fiber internet provider for the following reasons:

**Unbiased Endorsement:** DynaLink was highly recommended by Telecom Fit, an independent telecommunications advisor who provides vendor-neutral guidance and does not receive direct or indirect compensation from service providers.

**AT&T Network Access:** DynaLink is an authorized AT&T partner, allowing us to leverage AT&T's network infrastructure while benefiting from DynaLink's proven excellent customer service record.

**Reliability & Support:** DynaLink has a strong reputation for reliability, responsiveness, and customer support, as confirmed by Telecom Fit's assessment and reference feedback.

AGENT: \_\_\_\_\_

**CUSTOMER INFORMATION**

COMPANY NAME: <u>SHEBOYGAN WATER UTILITY</u>		FEDERAL TAX ID: <u>39-6005601</u>	
SERVICE ADDRESS: <u>72 PARK AVENUE</u>		CONTACT NAME: <u>TAMARA SCHEUREN</u>	
		CONTACT PHONE: <u>(920) 459-3800</u>	MOBILE: _____
<u>SHEBOYGAN, WI 53081</u>		CONTACT EMAIL: _____	
BILLING ADDRESS: _____	TECHNICAL CONTACT: _____		PHONE: _____
		EMAIL: _____	
BILLING CONTACT: _____	PHONE: _____		EMAIL: _____

\*\*\*All taxes are payable until exemption certificates are received.\*\*\*

*International calling will be disabled unless otherwise specified*

**PRODUCTS AND SERVICES**

PRODUCT TYPE	QTY	TERM/ YRS	One Time Fees		Monthly Fees	
			Per Unit	One Time Total	Per Unit	Monthly Total
50MB ETHERNET OVER FIBER WITH ROUTER	1	3		\$ -	\$ 618.00	\$ 618.00
5 STATIC IP'S	1	3		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
<b>Total</b>				<b>\$0.00</b>		<b>\$618.00</b>
<b>COMMENTS</b>						
CUSTOMER MAY CANCEL IF THERE ARE CONSTRUCTION CHARGES FOR THE INSTALLATION WITHOUT PENALTY. SEE ATTACHED SERVICE LEVEL AGREEMENT WHICH DYNALINK WILL ABIDE BY						
*** THE ABOVE PRICES DO NOT INCLUDE APPLICABLE TAXES AND SURCHARGES***						

By signing below, I confirm that (a) I am authorized by my company to execute this agreement and am bound by the terms and conditions listed at [www.dynalink.com/terms-and-conditions](http://www.dynalink.com/terms-and-conditions) (b) Authorize DynaLink to run a credit check and inquire about my eligibility for the service ordered (c) Wireless customers are also bound by the Wireless Terms and Conditions. I hereby authorize DynaLink, its affiliates, vendors and carriers to access our account information (i.e., customer service records, inventory itemization, rates, charges and copies of billing) in connection with the sale and/or marketing of network services, customer premise equipment (CPE) and enhanced services.

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

- 1. Agreement:** This Agreement between the Customer (also be referred to as "You") and DynaLink, sets forth the rights and obligations governing the DynaLink offer. This Agreement consists of the Service Order Agreement ("SOA"), and the General Service terms and conditions ("Web Terms"), the DynaLink Acceptable Use Policy ("AUP") as set forth at [www.dynalink.com/terms-and-conditions](http://www.dynalink.com/terms-and-conditions), and Exhibits attached hereto and any applicable tariffs (collectively the "Agreement"). Some Services offered by DynaLink under this Agreement are offered pursuant to tariffs, filed with applicable regulatory agencies ("Tariffed Services"). In the event of a conflict between this Agreement and a tariff, the tariff shall control. Upon cancellation of any tariff, this Agreement shall control. You acknowledge and agree the Services are offered "as is", "as available", "without warranties" and that DynaLink's obligation to provide the Service(s) is subject to its having obtained all requisite licenses and consents related thereto. "Service Order" or "SOA" shall also refer to any service order(s), authorization form(s) or order form(s) that describe or set forth the pricing for the Service(s) purchased by Customer from DynaLink.
- 2. Term:** The term of the Agreement shall commence on the Start of Billing Date and shall continue until the end of term, unless earlier terminated in accordance with this Agreement. Unless notified by either party at least sixty (60) days prior to the end of a term, or a renewal period, of an intent not to renew, the Service Term shall automatically renew in successive 1, 2, or 3 year terms based on the original term. In all circumstances (even on a Month to Month contract, or on a renewal period), a precise cancellation date is required, sixty (60) day prior to the actual cancellation date. If the customer chooses to postpone the cancellation date, a new cancellation order, will need to be placed and an additional sixty (60) day notice with a precise cancellation date will be required. From time to time, Customer may order additional Service(s) by executing a Service Order. Any additional Service Orders agreed by the parties shall be governed by the terms of this Agreement, including the Terms and Conditions.
- 3. Billing Usage: Payment:**
- A. Billing:** Customer is responsible for the timely and full payment of all charges for Services furnished by DynaLink at rates set forth on the applicable Service Order(s) as well as for services provided to Customer, and not included in a Service Order at DynaLink's then-current standard rates. Rates for any International services are subject to change on five days' notice and the new rates shall automatically become effective on the 6th day after notice. Customer acknowledges that rates for International Mobile are higher than the standard International rates.
- B. Usage Charges:** Customer is solely responsible for all usage of the Services including fraudulent or otherwise. Claims of fraudulent usage shall not constitute a basis to dispute of an invoice. Customer, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services, and pay all associated costs billed by DynaLink for fraudulent calls. DynaLink reserves the right, but has no obligation, to take such action as it deems appropriate to reduce fraud or abuse in connection with the Services.
- C. MAC Repair and other Charges:** There shall be a \$50.00 fee will for any MAC (Move, Add or Change) Order. Dispatch fees for MAC or repair orders that for a non DynaLink caused issue, will be charged at a rate of \$250.00 per hour. DynaLink reserves the right to increase the above pricing, depending on the situation. A \$5.00 fee will be charged for each paper bill requested by Customer.
- D. Unlimited Usage:** Unlimited calling plans shall not be used for Telemarketing, Auto Dialers, Fax Broadcasting, Modem Poring or any other activity designed for volume usage. In addition, customer may not route all or a portion of outgoing calls to certain destination types or to lines with unlimited usage. If DynaLink Communications deems that Services are being so used the charge to Customer will be \$0.05 per minute for outbound domestic calling.
- E. Fax:** Fax has a limit of 1,000 minutes per month for Inbound and Outbound combined. Unlimited SIP Trunks, Hosted/VoCaaS, and POTs have an aggregate limit 15,000 minutes per month per location.
- F. Start of Service:** The "Start of Service Date" shall be the date on which DynaLink notifies Customer are installed and available for use, regardless of whether Customer starts using the Services on such date, and, billing for each service shall commence effective such date ("Billing Commencement Date").
- G. Service Delivery:** Customer shall cooperate with DynaLink to accomplish service activation including by providing reasonable access to the Customer's premises when requested by DynaLink. DynaLink shall not be liable for direct or consequential damages allegedly resulting from any delays in meeting Service delivery dates or failure to provide Services. Customer may not cancel this Agreement due to a delay in the Start of Service Date unless such delay is solely due to DynaLink's longer than ninety (90) days beyond the stipulated Start of Service Communications Facilities to provide the Service to Customer.
- H. Payment Terms:** Customer will be invoiced monthly. All invoices shall be deemed final and binding unless Customer notifies DYNALINK in writing of any alleged discrepancies within thirty (30) days from the date of such invoice(s). All payments are due at midnight of the first day of the month following the invoice date (the "Due Date") (i.e. An invoice dated in December is due on the first day of January). Any charges or fees under this Agreement are exclusive of any national, state, municipal, or other governmental excise, sales, value-added, occupational or other taxes and fees, surcharges and levies, and third party installation charges, all of which Customer shall be solely responsible for and pay in full. Customer will be deemed in default if payment is not received by the Due Date. In addition to other remedies, including discontinuance of services, DYNALINK may charge Customer interest equal to 14% per month on any amount not timely and fully paid.
- I. Credit Approval:** The provision of Service(s) under this Agreement is contingent upon DYNALINK's initial and continuing credit approval of Customer. At any time DynaLink may require a deposit or other form of security if it reasonably deems itself insecure with respect to Customer's ability to pay. DynaLink may, immediately suspend the Service(s) if Customer fails to comply with security deposit requests. Any such suspension of service shall not be considered an interruption or outage of service for the purposes of this Agreement.
- 4. Compliance with Laws and Acceptable Use:** Customer and its end users shall at all times comply with all applicable laws and regulations and will not use the Services in a fraudulent manner or for any illegal purpose or in a manner that exposes DynaLink to civil or criminal liability. Customer is bound by the DynaLink AUP listed on <http://www.dynalink.com/terms-and-conditions>.
- 5. Delivery Method:** DynaLink retains the right, in its discretion, to, from time to time, change, increase or decrease the methods, processes and/or the suppliers by which DynaLink provides Services, as well as the right, on notice to Customer, to change, add to or delete Services or Service offerings.
- 6. Disclaimers of Warranty:** All service(s) are provided "as is" and "as available". DynaLink makes no warranties or representations, whether express, implied or statutory, regarding the services, software, hardware, or equipment or the results to be achieved through use of the service(s), software, hardware or equipment. This disclaimer includes, but is not limited to, any warranties of merchantability, quality, fitness for a particular purpose, non-infringement and title as well as any implied warranties arising from a course of dealing, usage, or trade practice. DynaLink disclaims any responsibility for the accuracy or quality of information obtained through its representatives or service(s), the reliance on and use of which is at customer's own risk.
- 7. Default Terminations:**
- A. Termination After Start of Service:** If Customer terminates any service after the Start of Service but prior to the expiration of the term, Customer shall immediately pay DynaLink liquidated damages equal to the monthly recurring charges ("MRCs") as stated in the SOA multiplied by the number of months remaining until the expiration of the term.

## Term and Conditions (Continued)

**B. Termination prior to Start of Service:** If Customer cancels, terminates any service after execution of the Agreement but prior to Start of Service, Customer shall immediately pay DynaLink liquidated damages equal to (a) An early termination charge of three (3) months of the anticipated monthly recurring charges, plus (b) All nonrecurring charges, plus (c) Any charges incurred by DynaLink related to providing Service to Customer.

**C. Facility Construction:** In the event DynaLink is required to construct and/or acquire communication facilities to provide Service, Customer acknowledges that DynaLink will incur significant costs in relation thereto, and agrees that if Customer cancels, terminates or breaches this Agreement, Customer shall, in addition to any other fees or damages, reimburse DynaLink for all costs DynaLink have incurred in relation to constructing and/or acquiring such communication facilities.

**D. Default:** Except as otherwise required by law or applicable regulation, if Customer: (a) fails to pay any amount required under this Agreement or any other agreement with DynaLink when due and such failure continues for ten (10) days; (b) fails to perform any other material obligation under this Agreement which failure is not remedied within ten (10) days after receipt of written notice from DynaLink; (c) becomes insolvent; or (d) cancels or terminates Service, then DynaLink may terminate in whole or in part Customer's Service. Customer is liable to pay any legal fees associated with the collection of any termination damages/fee and/or any other charges or fees due under this Agreement.

**E. Termination by DynaLink.** Termination by DynaLink, shall not preclude it from pursuing any other rights or remedies available to it at law or in equity. Customer acknowledges that the amounts payable pursuant to this Section are equitable compensation to DynaLink and are intended to reasonably compensate DynaLink for the losses which are occasioned by Customer's failure to honor Customer's obligations hereunder and not intended as a penalty.

**8. Indemnification:** Customer shall indemnify, defend and hold DynaLink its affiliates, officers, directors, licensees, licensors, and vendors harmless from any and all claims, losses, damages and expenses, (including, without limitation, reasonable attorney's fees and court costs) arising from or related to: (i) a violation of any provision of this Agreement; (ii) any claim of infringement of any intellectual property or other proprietary interest resulting from the possession or use of any Service(s), software or equipment; (iii) any acts or omissions of Customer, its employees, agents, contractors, invitees, licensees, visitors, and/or customer/end-users; and/or (v) any injury or damage to the person, property, or business of DynaLink, its employees, agents, contractors, invitees, licensees, visitors, and/or customer(s)/end-user(s).

**9. Severability / Waiver:** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. DynaLink's failure to insist upon or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other provision or right then or in the future. Neither the course of conduct between parties nor trade practice shall modify any provision of this Agreement.

**10. Limitation on liability:** In no event shall DYNALINK, its affiliates, service providers, suppliers or agents be liable to customer or any third party for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, non-deliveries, mis-deliveries or service interruption, however caused, arising from or related to the service(s) or this Agreement, regardless of the legal theory under which such liability is asserted, including breach of warranty, indemnification, negligence, contract tort, strict liability or otherwise, and regardless of whether DYNALINK has been advised of the possibility of any such liability, loss or damage. The total aggregate liability of DynaLink and its suppliers to customer and/or any third party in connection with this Agreement shall be limited to direct damages proven by customer; not to exceed an amount equal to the total net payments received by DynaLink for the affected service which gives rise to such liability during the three (3) month period immediately preceding the date in which the claim was filed. The parties acknowledge that the limitations referenced in this Section are material terms to this Agreement. Customer acknowledges that DynaLink has set its prices, and other charges in reliance on the foregoing limitations of liability, which were a material inducement for DynaLink entering into this Agreement.

**11. Notices:** Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when (i) email was sent, and electronically confirmed, (ii) Delivered via United States mail (registered or certified mail), return receipt requested, with adequate postage affixed, or (iii) delivered via a national overnight courier service and addressed to the persons set forth herein.

**12. Equipment:** Any equipment installed by/for DynaLink for use of the service, including but not limited to equipment, that is billed to the customer monthly but is the property of DynaLink, must be returned to DynaLink upon termination of such services. If not returned within five (5) business days, customer will be liable for whatever loss results from the loss of the equipment.

**13. Equipment Warranty.** Any Customer Premises Equipment ("CPE") that is provided to the customer, has a one (1) year replacement or repair (at DynaLink's discretion) warranty for manufacturer's defects only. At DynaLink's discretion, any equipment supplied as replacement equipment for a CPE with manufacturer's defects may be new, recertified or refurbished as long as it is equivalent in functionality. Any CPE supplied as a replacement CPE will carry the remainder of the one (1) year warranty described above.

DynaLink shall have no obligation or liability in connection (a) for any equipment not purchased through DynaLink even if it was configured by DynaLink, its Vendors or Contractors, (b) for any misuse or abuse of equipment, (c) for the reconfiguration or repair of any equipment by any party other than DynaLink or its Vendors or Contractors. After the initial year, the customer shall be solely liable for any required replacement equipment including as a result of standard wear and tear.

**14. Mobile:** End User shall comply with and abide by the terms listed on <http://www.dynalink.com/terms-and-conditions>, as revised from time to time by DynaLink Communications.

If additional software, hardware and/or subscription is required for certain features. Additional charges and/or device restrictions may apply for access to corporate email/intranet sites. DynaLink does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber.

Text, picture, video and instant messages may only be sent to and/or received within the DynaLink nationwide coverage area. Mobile to Mobile calling applies to direct calls to and from U.S. mobile numbers only. For coverage information and maps, please visit [www.wireless.att.com/coverageviewer](http://www.wireless.att.com/coverageviewer).

Your plan may include the capability to make and receive calls or transmit data while roaming. If you take your phone abroad, (see <http://www.dynalink.com/terms-and-conditions>). Charges for voice and data are as listed in <http://www.dynalink.com/global-coverage.html> will apply. Charges apply for incoming and outgoing calls, calls to VM, even if no message was left. DynaLink in its sole discretion, may block your international roaming and calling capability, until eligibility criteria are met. All countries may not be available for roaming. Availability, quality of coverage and services while roaming are not guaranteed. Substantial charges may be incurred if a device is taken out of the U.S., even if no services are used.

Third-party content or service providers may impose additional charges, over which DynaLink has no control. DynaLink is not responsible for loss or disclosure of any sensitive information you transmit. DynaLink's wireless services are not equivalent to landline Internet. Mobile wireless deployments.

**DYNALINK DOES NOT GUARANTEE UNINTERRUPTED SERVICE OR COVERAGE. IT CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE LOCATED. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. DYNALINK COMMUNICATIONS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS.**

Certain data sessions are prohibited, for example: (i) server devices or host computer applications; (ii) "auto-responders, or similar routines which generate excessive amounts of net traffic, or which disrupt other users; (iii) "spam" or unsolicited email (iv) any activity that adversely affects the ability of other people or systems. DynaLink reserves the right to test, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited.

DynaLink does not guarantee delivery of messages. Text, Instant, Picture, or Video messages content not delivered within 7 days may be deleted (which time period, may be changed).

When a Single message is sent to multiple recipients, it will be charged per recipient.

Installation of fixed wireless deployment in an offnet area is prohibited.

Unlimited voice Services are provided primarily for live dialog between two individuals, other uses are prohibited. Use of unlimited voice Services for conference calling or call forwarding in excess of 750 minutes per month per phone is prohibited.

If service is discontinued on financed equipment or if the equipment is returned, the full amount of the remaining contractual period plus 20% will be due immediately. If there is a credit card on file, the card will be charged the full amount due.

Our fifteen (15) day return policy applies only if the equipment is in brand new condition.

**15. Miscellaneous:** This Agreement contains the entire agreement of the parties hereto and supersedes any other prior or simultaneous agreement related to such matters. Any modification to the Agreement must be signed by a senior management of DynaLink. Customer may not assign this Agreement or any portion hereof without DynaLink's prior written consent, which consent shall not be unreasonably withheld. Any such assignment without DynaLink's prior written consent shall be void.

The parties agree that any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that any disputes arising under this Agreement shall be resolved in arbitration, within the city of New York. All provisions in this Agreement are intended to survive expiration or termination of this Agreement.

In the event of a conflict between or among the terms in this Agreement, the Service Order(s) and any other document made a part hereof, the documents shall control in the following order: the Service Order with the latest date, the AUP, Web Terms and this Agreement. The Web Terms, AUP and tariffs may be modified from time to time at DynaLink's discretion or as required by applicable law. Customer agrees to review such changed items from time to time and be bound by such changes, as they pertain to your particular services. Unless subject to tariffs or the terms of this agreement, DynaLink may not change the rates, fees or charges set forth herein, in the midst of a contractual term without customer consent.

If customer determines changes to the AUP and/or tariffs will materially and detrimentally affect customer's service or rights and are not mandated by law or regulation, customer may provide DynaLink written notice of objection. DynaLink will review such notification and if the parties cannot come to an agreement within thirty (30) days, customer may, if customer's account is current, terminate such service(s) without incurring charges for early termination. If customer does not contest within five (5) business days, it is deemed to have accepted the modified terms and conditions. The above does not apply to any modification required by an applicable law.

**16. Headings.** Headings of the paragraphs of this Agreement are for convenience of reference only and are without substantive significance.



The only phone company you will ever need

**Dynalink Service Level Agreement and Amendment**

1. **Availability Service Level:**

We guarantee a high quality of service and performance. If an outage lasts between four to eight consecutive business hours, customer shall receive One Full Days Credit. If an outage will last for over eight hours, customer shall receive One Full Weeks Credit. If an outage shall last for three (3) consecutive days, customer will have the right to cancel the agreement without termination liability. If there is a conflict between this comment and any other provision in this agreement, this shall prevail

2. **MTTR:**

The MTTR (Mean Time to Repair) is industry standard of four (4) hours and the status commitment of one (1) hour

3. **Service Availability / Uptime:**

The Availability Service Level is 99.999% for Dynalink Service

